

Terms & Conditions for the EV Time-of-Use Rate Pilot Program

This special rate is available to residential customers under the Time-of-Use Pilot Program (EV-TOU), who own electric vehicles and charge them at a particular address using electricity from the electric distribution grid operated and maintained by LUMA Energy.

Participating customers agree to use the evPulse platform during the enrollment process to shift EV charging to a grid-optimal schedule, while still complying with driving requirements, and agree to share essential enrollment and charging data with evPulse provider WeaveGrid Inc. ("WeaveGrid", hereinafter referred to as 'supplier', 'service provider' or 'supplier').

TERMS AND CONDITIONS OF SERVICE

1. Eligibility

- 1.1 Residential customers who meet the following criteria are eligible to participate in the Pilot Program:
- Owning or leasing an electric vehicle;
 - Have an active LUMA Energy account through which you receive electric service in Puerto Rico at an eligible rate;
 - Be a residential customer and charge an electric vehicle at the customer's address in Puerto Rico;
 - Use eligible charging equipment or drive an eligible vehicle in the *WeaveGrid program*;
 - Complete an application for participation and be selected by LUMA Energy to participate in the Pilot Program (participation will be determined by LUMA Energy, in its sole discretion);

For a participating customer, failure at any time to comply with any of the foregoing eligibility requirements will void this agreement and any obligation by LUMA Energy to offer applicable usage rates.

2. Customer Communications

- 2.1 Customer consents to receive communications from LUMA Energy or *WeaveGrid* related to the Pilot Program electronically or via text message and sent to the Customer's email address or phone number provided during enrollment.

3. Compliance with Terms and Conditions

- 3.1 LUMA Energy reserves the right to suspend customer participation if the customer fails to comply with the terms and conditions of the Pilot Program.

4. Requirements

- 4.1 Customer must provide accurate and complete information as part of participation in the Pilot Program; LUMA Energy is not responsible for any damages caused by the customer or the customer's misstatements, misrepresentations, or lack of accurate and complete information.
- 4.2 If required to do so by the supplier, the customer shall: download any software application provided by the supplier deemed necessary to participate in the program: comply with the provider's terms and conditions; and comply with any other supplier requirements related to your participation in the program.
- 4.3 For customers who rely on the use of a networked charging station to participate, the charging station must be connected to the provider's network through the customer's home Wi-Fi network and be able to maintain a continuous and stable connection during their participation in the Pilot Program.
- 4.4 Customers driving eligible vehicles can provide their charging data through their electric vehicle's built-in telematics to participate in the Pilot Program. Your electric vehicle must be connected to the platform which is provided by the company WeaveGrid.
- 4.5 Customer agrees to maintain the services necessary to participate in the Pilot Program at no cost to LUMA Energy or the provider. These services may include, but are not limited to, subscription services with the manufacturer of the registered vehicle to enable communication between the manufacturer and the electric vehicle. Depending on the electric vehicle and manufacturer, this may require the customer to activate and/or pay for a subscription. For more information, contact the manufacturer of the electric vehicle.
- 4.6 Customer agrees to maintain a working high-speed internet connection that allows the charging station to

- collect and provide charging data at no cost to LUMA Energy. This applies to customers who provide their charging data to LUMA Energy through one of the eligible charging station providers.
- 4.7 Customer is responsible for maintaining the electric vehicle charging station, household electrical equipment, and participating electric vehicle in good working order.
- 4.8 Customers agree to these Pilot Program requirements and voluntarily participate in the program, as set forth in these terms and conditions.

5. Exchange of Customer Information with Service Provider and/or LUMA Energy

- 5.1 Participant will provide service provider with data ("Customer Information"), including, but not limited to, one or more of the following: name, address, vehicle identification number (VIN), charging station serial number, and email address, in order to enable provider to perform services in connection with this Pilot Program. Upon enrollment, providers will share customer charging information ("Charging Data") with LUMA Energy, which may include, but is not limited to, when the customer plugs in and charges the electric vehicle, how much energy is used to charge the electric vehicle, the vehicle's state of charge before and after plugging in, and the use of a charging program.
- 5.2 LUMA Energy may share this data directly with the service provider *WeaveGrid*, and will use this data to validate the customer's eligibility to participate in the program, to study and evaluate the benefits that the program provides to the electric grid, in relation to the proceedings before the Puerto Rico Energy Bureau, to design future demand management and electric vehicle programs, to support power grid planning and management, to share aggregated and anonymized findings, and to inform program operations, among other related purposes.
- 5.3 If Customer withdraws from the Pilot Program or if LUMA Energy discontinues the Pilot Program, LUMA Energy and the supplier will cease sharing LUMA Energy's Customer Information and Load Data without unreasonable delay.

6. Pilot Term and Retirement

- 6.1 The Customer may withdraw from the Pilot Program at any time without penalty.
- 6.2 LUMA Energy may discontinue the program at any time for any reason. LUMA Energy will make every effort to provide Pilot Program participants with notice of discontinuation at least thirty (30) days prior to such termination date.
- 6.3 Customer will notify LUMA in the event that Customer wishes to disenroll from the Pilot Program, if ownership of the electric vehicle enrolled in the Pilot Program changes, or if Customer moves out of LUMA Energy's service territory.
- 6.4 If LUMA Energy becomes aware that the enrolled electric vehicle has changed ownership, or that the customer has moved out of LUMA Energy's service territory, without prior notice from the Customer, it will be deemed a termination of this Agreement initiated by the Customer.
- 6.5 In the event of Customer's failure at any time to comply with the terms of this Agreement, or LUMA Energy discovers any tampering with vehicle equipment, LUMA Energy shall have the right to terminate this Agreement immediately.

7. Limitations

- 7.1 The terms of the Pilot Program are subject to change at any time. Visit <https://lumapr.com/vehiculos-electricos/> to determine if there have been any changes to the program.
- 7.2 Customer can enroll an EV vehicle to a single premise only. A single EV charger cannot be shared with other accounts other than the registered in the pilot program. Customer can register either an EV or EV charger but cannot register both in the pilot program.
- 7.3 LUMA Energy reserves the right to modify applicable program rates based on future performance, program modifications, technology upgrades, and changes to LUMA Energy's electric distribution system. Such changes will be communicated to Customer by email to the email address provided by Customer at least thirty (30) days prior to the implementation of such changes.
- 7.4 Customer agrees not to tamper with, and reasonably restrict access to others who may attempt to tamper with, the vehicle, vehicle data, charging station, charging station data, or any *hardware* related to the program.

If LUMA Energy or its supplier identifies any evidence of tampering, the Customer will be removed from the Pilot Program. Customer agrees to protect and hold harmless LUMA Energy from any claims, damages, or costs caused by Customer's fault, negligence, or default. If LUMA Energy becomes a party (through no fault of its own) to any lawsuit or arbitration brought by or against Customer, Customer agrees to hold harmless LUMA Energy and to pay all reasonable costs, expenses, and attorneys' fees incurred or paid by LUMA Energy in connection with such claim or arbitration. Customer agrees to pay all costs, expenses, and reasonable attorneys' fees that LUMA Energy may incur or pay to enforce this Agreement.

- 7.5 Participation in the Pilot Program is entirely voluntary. LUMA Energy and the provider assume no responsibility for the customer's electric vehicle, the inability to use or unavailability of the electric vehicle, or any damage caused or incurred by the customer's electric vehicle or charging station that may result from participation in the program. In no event, whether based in contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall LUMA Energy or the supplier be liable to Customer for any special, indirect, exemplary, punitive, incidental, or consequential damages of any kind, including, but not limited to, loss of profits or revenue, and in no event shall LUMA Energy's or the supplier's liability for claims of any kind, or any loss or damage arising out of or in connection with or as a result of the Program, or the performance or non-compliance with these Terms and Conditions, shall exceed the total amount of the participation reward.

8. Governing Law - Disputes

- 8.1 Customer and LUMA Energy agree that any dispute arising out of these terms shall be subject to this section. The laws of the Commonwealth of Puerto Rico, without regard to conflict of law provisions, govern the Pilot Program and these terms and conditions, and any action brought with respect to the program, or such terms shall be brought in courts located in Puerto Rico.

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