

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

The Electric Vehicles Time of Use Rate (“EV-TOU Rate”) is available to (i) residential customers with an active Puerto Rico Electric Power Authority (“PREPA”) electric services account (“Customers”) who own electric vehicles and charge them at a particular address using electricity from the PREPA electric distribution grid (operated and maintained by LUMA Energy Servco, LLC (“LUMA Energy”) on behalf of and as agent of PREPA¹), (ii) who meet the eligibility requirements set forth in the terms and conditions set forth below, (iii) and who enroll in the Electric Vehicle Time-of-Use Pilot Program (“Pilot Program”)².

To enroll in the Pilot Program, Customers applying to it (“Applying Customers”) must execute an enrollment agreement (“Enrollment Agreement”) and must 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 share essential enrollment and charging data with evPulse provider WeaveGrid Inc. (“WeaveGrid”, hereinafter also referred to as “Service Provider”). By enrolling in the Pilot Program, the Applying Customer (hereinafter, when enrolled in the Pilot Program, the “Participating Customer”) agrees to comply with the Enrollment Agreement and the following terms and conditions of service (“Terms and Conditions”) (which shall form part of and be incorporated by reference to the Enrollment Agreement)³:

TERMS AND CONDITIONS OF SERVICE

1. Eligibility

1.1 Applying Customers who meet the following criteria are eligible to participate in the Pilot Program:

- Own or lease an eligible electric vehicle (“EV”);
- Have an active PREPA account in which the Customer receives electric service in Puerto Rico under the PREPA General Residential Service (GRS) rate;
- Charge the EV at the Customer’s residential service address in Puerto Rico associated with the Customer’s Premise ID;
- Use an eligible EV charging equipment (as further described herein, “Eligible EV Charger”) or drive an eligible EV in the WeaveGrid program (“Eligible EV”);
- Complete an application for participation and provide accurate and complete information which must meet LUMA records and comply with all the Pilot Program’s eligibility criteria aforementioned. Participation acceptance will follow the order of application, providing all information provided by the customer during enrollment match LUMA records and customer meet the eligibility criteria, and be within the participation limits determined by LUMA Energy, in its sole discretion.

1.2 For a Participating Customer, failure to comply with any of the foregoing eligibility requirements will result in termination of the Participating Customer’s participation in the Pilot Program and void the Enrollment Agreement and any obligation by LUMA Energy to offer the Participating Customer the EV TOU Rate or any other rates that may be established under the Pilot Program.

2. Customer Communications

2.1 Participating Customer consents to receive communications from LUMA Energy or Service Provider related to the Pilot Program electronically or via text message and sent to the Participating Customer’s email address or

¹ Pursuant to the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement among LUMA Energy Servco, LLC (“LUMA”), LUMA Energy, LLC, PREPA and the Puerto Rico Public Private Partnerships Authority dated as of June 22, 2020, as supplemented and as may be amended from time to time in accordance with its terms (“T&D OMA”), LUMA provides operations and maintenance of the Puerto Rico transmission and distribution system owned by PREPA on behalf of or as agent for PREPA. All references to any approval, communication, notification or other action issued or taken by LUMA in relation to the Pilot Program prior to the expiration or early termination of the T&D OMA shall be deemed an approval, communication, notification or other action issued or taken by PREPA. The PREPA electric service accounts and Pilot Program are managed by LUMA on behalf of PREPA.

² This Pilot Program is being implemented pursuant to the Puerto Rico Energy Bureau’s directives in case No. docket NEPR-MI-2021-0013, *In RE: Electric Vehicle Charging Infrastructure Deployment*.

³ These Terms and Conditions are in addition to any other terms and conditions of service applicable to the Participating Customer under its PREPA service account.

phone number provided during enrollment.

3. Compliance with Terms and Conditions

- 3.1 LUMA Energy reserves the right to terminate a Participating Customer's participation if the Participating Customer fails to comply with these Terms and Conditions.

4. Requirements

- 4.1 Participating Customer must provide accurate and complete information as part of participation in the Pilot Program. LUMA Energy, LUMA Energy, LLC (the latter two, "LUMA") and PREPA are not responsible for any damages caused by the Participating Customer or the Participating Customer's misstatements, misrepresentations, or lack of accurate and complete information.
- 4.2 If required to do so by the Service Provider, the Participating Customer shall download any software application provided by the Service Provider deemed necessary to participate in the Pilot Program; comply with the Service Provider's terms and conditions for use of the software; and comply with any other technical or software requirements related to the Participating Customer's participation in the Pilot Program established by the Service Provider.
- 4.3 For Participating Customers who rely on the use of an eligible EV charger to participate, the eligible EV charger must be connected to the Service Provider's network through the Participating 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 Participating Customers who choose to participate through an Eligible EVs shall provide their charging data through their Eligible EV's built-in telematics to participate in the Pilot Program. The Participating Customer's Eligible EV must be connected to the platform which is provided by the Service Provider.
- 4.5 Participating Customer agrees to maintain the services necessary to participate in the Pilot Program at no cost to LUMA Energy or the Service Provider. These services may include, but are not limited to, subscription services with the manufacturer of the registered EV to enable communication between the manufacturer and the EV. Depending on the EV and manufacturer, this may require the Participating Customer to activate and/or pay for a subscription. For more information, Participating Customer should contact the manufacturer of the EV.
- 4.6 Participating Customer agrees to maintain a working high-speed internet connection that allows the EV eligible EV charger to collect and provide EV charging data at no cost to LUMA Energy. This applies to Participating Customers who provide their EV charging data to LUMA Energy through one of the eligible EV chargers.
- 4.7 Participating Customer is responsible for maintaining the EV charger, household electrical equipment, and participating EV in good working order.
- 4.8 Participating Customer agrees to these Pilot Program requirements and voluntarily participates in the Pilot Program, as set forth in these Terms and Conditions.

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

- 5.1 Participating Customer 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 Service Provider to perform services in connection with this Pilot Program. Upon enrollment, Service Provider will share the Participating Customer's charging information ("Charging Data") with LUMA Energy, which may include, but is not limited to, when the Participating Customer plugs in and charges the EV, how much energy is used to charge the EV, the vehicle's state of charge before and after plugging in, and the use of a charging program. Participating Customer agrees to Service Provider sharing the Charging Data with LUMA Energy.
- 5.2 LUMA Energy will use data provided by the Participating Customer's to validate their eligibility to participate in the Pilot Program, to study and evaluate the benefits that the Pilot Program provides to the electric grid, in relation to any proceedings before the Puerto Rico Energy Bureau, to design future demand management and EV programs, to support power grid planning and management, to share aggregated and anonymized findings,

and to inform program operations, among other related purposes. Participating Customer agrees to LUMA's use of the Charging Data as provided in these Terms and Conditions.

- 5.3 If Participating Customer withdraws from the Pilot Program or its participation in the Pilot Program is otherwise ended or terminated or if LUMA Energy discontinues the Pilot Program, LUMA Energy and the Service Provider will cease sharing Customer Information and charging Data without unreasonable delay.

6. Pilot Term and Withdrawal from Participating Customer

- 6.1 The Participating Customer may withdraw from the Pilot Program at any time without penalty by notifying LUMA Energy as provided in the Enrollment Agreement. The termination will enter into effect on the day after LUMA EV team receives the withdrawal request by email (EV@lumapr.com).
- 6.2 LUMA Energy may discontinue the Pilot Program at any time for any reason.
- 6.3 LUMA Energy will make every effort to provide Participating Customers with notice of discontinuation from the Pilot Program at least thirty (30) days prior to such termination date.
- 6.4 Participating Customer will notify LUMA Energy in the event that Participating Customer wishes to unenroll from the Pilot Program, if ownership of the EV enrolled in the Pilot Program changes, or if Participating Customer moves out of LUMA Energy's service territory.
- 6.5 If LUMA Energy becomes aware that the enrolled EV has changed ownership, or that the Participating Customer has moved out of LUMA Energy's service territory, without prior notice from the Participating Customer, it will be deemed a termination of the Enrollment Agreement initiated by the Participating Customer.
- 6.6 In the event of Participating Customer's failure at any time to comply with the terms of the Enrollment Agreement (including these Terms and Conditions), or LUMA Energy discovers any tampering with vehicle equipment, LUMA Energy shall have the right to terminate the Enrollment Agreement immediately.

7. Limitations

- 7.1 The terms of the Pilot Program are subject to change at any time. Participating Customer should visit <https://lumapr.com/vehiculos-electricos/> to determine if there have been any changes to the Pilot Program.
- 7.2 Participating Customer can enroll to a single premise per account. LUMA limits 1 (one) account per participant customer for the Pilot Program. A single EV charger cannot be shared with other accounts other than the Participating Customer's account registered in the Pilot Program. Participating Customer can register either the vehicle or the EV charger to the premise but cannot register both in the Pilot Program simultaneously. However, if the customer has 2 (two) vehicles of the same eligible brand in the same premise, both vehicles can be registered as one (1) account. Similarly, if the customer has 2 (two) vehicles of 2 (two) different eligible brands, but have an eligible compatible charger for both vehicles, the Participating Customer should enroll the EV charger. LUMA Energy will evaluate allowing more than 1 (one) account per premise in its sole discretion.
- 7.3 LUMA Energy reserves the right to modify applicable Pilot Program rates based on future performance, program modifications, technology upgrades, and changes to PREPA's electric distribution system. Such changes will be communicated to Participating Customer by email to the email address provided by Participating Customer at least thirty (30) days prior to the implementation of such changes.
- 7.4 Participating Customer agrees not to tamper with, and reasonably restrict access to others who may attempt to tamper with, the vehicle, vehicle data, charging equipment, charging equipment data, software or any hardware related to the Pilot Program. If LUMA Energy or Service Provider identifies any evidence of tampering, the Participating Customer will be removed from the Pilot Program. Participating Customer agrees to protect and hold harmless LUMA and PREPA from any claims, damages, or costs caused by Participating Customer's fault, negligence, or default. If LUMA and or PREPA becomes a party (through no fault of their own) to any lawsuit or arbitration brought by or against Participating Customer, Participating Customer agrees to hold harmless LUMA and PREPA and to pay all reasonable costs, expenses, and attorneys' fees incurred or paid by LUMA and/or PREPA in connection with such claim or arbitration. Participating Customer agrees to pay all costs, expenses, and reasonable attorneys' fees that LUMA and/or PREPA may incur or pay to enforce the Enrollment Agreement (including these Terms and Conditions).

- 7.5 Customers who own or plan to own a solar photovoltaic system with or without a battery storage system will be allowed to enroll in the EV Time of Use Rate. However, since LUMA cannot at this moment discern whether the enrolled EV is being charged by the PREPA electrical system or the Participating Customer onsite generation source, LUMA will bill such Participating Customers based on the main assumption that all energy used for charging the enrolled EV is being always provided by the PREPA electrical system.
- 7.6 Participation in the Pilot Program is entirely voluntary. LUMA, PREPA and the Service Provider assume no responsibility for the Participating Customer's EV, the inability to use or unavailability of the EV, or any damage caused or incurred by the Participating Customer's EV or charging station that may result from participation in the Pilot Program. In no event, whether based in contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall LUMA, PREPA or the Service Provider be liable to Participating 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's, PREPA's or the Service Provider'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 Pilot Program, or the performance or non-compliance with these Terms and Conditions, shall exceed the total amount of the participation savings if any.