

SMARTCHARGE NEW YORK PARTICIPATION AGREEMENT

1. Voluntary Participation.

Thank you for your interest in participating in the SmartCharge New York Program ("**SmartCharge New York**" or the "**Program**") that is being offered to you by Consolidated Edison Company of New York, Inc. ("**Con Edison**"), and ChargeScape LLC (ChargeScape). Con Edison is the sponsor of the Program and may be referred to as the "**Program Sponsor**", and ChargeScape is the Program administrator. "You" and "your" is a reference to you as a Participant (as defined below). Your participation in the Program is completely voluntary and expressly conditioned on your acceptance of this Participation Agreement (this "**Agreement**"). If you do not agree with any of the terms and conditions of this Agreement, including the Privacy Policies and software Terms of Use referenced below, then you cannot participate in the Program. ChargeScape and the Program Sponsor reserve the right to modify this Agreement at any time; provided that any material modifications will be communicated to you in writing (including by email) and will not apply retroactively without your consent. Any modifications to this Agreement will be made available for viewing at the following web address: https://chargescape.com/wp-content/uploads/2025/09/TermsandConditions_ConEdSmartChargeNY.pdf. Please check this page periodically. Your continued participation in the Program after any changes will constitute your acceptance of any modifications to this Agreement.

2. Overview of the Program.

The Program encourages eligible electric vehicle ("**EV**") drivers (in each case, "**Participant**" or the "**Participant**") to voluntarily shift their EV charging times to designated off-peak time periods by providing incentives described on the Con Edison website at <https://www.ConEd.com/SmartCharge> for the Participant charging in the Con Edison service territory (excluding commercial vehicles charging at wholesale rates).

To participate in the Program, you must: (a) meet all Program requirements, as set forth in this Agreement, (b) correctly connect your EV and/or smart charging station ("**Connected Hardware**") to the Program platform, and (c) agree to all of the terms and conditions of this Agreement, including, your consent to share your data with the Program Sponsor and Program administrator solely for Program administration, incentive calculation, regulatory reporting, and compliance with all applicable laws and regulations. Any additional collection, use, or disclosure of your data by the Program administrator that is not directly related to Program delivery or regulatory compliance will be governed solely by the Program administrator's own terms and privacy policy.

As further described herein, the Program platform will collect your charging data in order to calculate the incentive due to you in accordance with the requirements of the Program and this Agreement (the "**Service**"). Subject to the terms and conditions of this Agreement and the requirements of the Program, beginning on or after September 30, 2025, you may earn certain financial incentives by joining the Program and charging your EV during designated time periods.

The Program Sponsor may offer enhancements to the Program from time to time. Participation in enhancements to the Program may be subject to additional eligibility requirements and subject to additional terms and conditions, which will be provided at the time the enhancement is introduced.

Con Edison electric customers on a whole home time-of-use (TOU) rate (e.g., Residential or Small Business TOU rate in service class (SC) I or II) will not be eligible to earn incentives in the Con Edison service territory. Con Edison electric customers with commercial vehicles charging at wholesale rates will not be eligible to earn incentives in the Con Edison service territories.

3. Participant Requirements.

PARTICIPANTS IN THE PROGRAM MUST BE AT LEAST 18 YEARS OLD. The Participant hereby agrees not to participate in the Program in any way that is illegal, fraudulent or abusive, including engaging in conduct intended to harass, threaten, abuse, defame or slander any individual.

To enroll in the Program, you must, at a minimum, have a supported EV with functional onboard telematics using a 4G or 5G modem or supported smart charging station. For more information, reference your Original Equipment Manufacturer ("**OEM**") website for a current list of supported EVs and smart charging stations. In certain cases, the vehicle OEM may require you to (i) activate the EV's onboard telematics function and/or (ii) purchase a subscription or pay a fee to activate and/or maintain the EV's onboard telematics function. These costs will be borne by you and not by the Program Sponsor. ChargeScape's ability to connect to the supported vehicles is dependent on (i) OEM server uptime; (ii) stability of the internet connection in the EV's telematics platform; and (iii) the Participant's paid subscription to telematic service packages required by some OEMs. ChargeScape's ability to connect to supported EV charging stations is dependent on (i) smart charging station server uptime; and (ii) the stability of the internet connection used to connect the charging station to the cloud.

The Participant acknowledges and confirms that any information or response provided in the ChargeScape software application (such as name, e-mail, home/business address, primary charging location, payment information, vehicle make/model/trim/year, and charging station information) is accurate and will remain updated throughout your participation in the Program. ChargeScape will handle such information in accordance with ChargeScape's published Privacy Policy and will take reasonable measures, consistent with all applicable laws and regulations, to protect it while in ChargeScape's possession or control.

4. Disclaimer; Limitation of Liability.

The Program Sponsor and ChargeScape make no representations or warranties, express or implied, as to the effectiveness of the Service or the Program to reduce Participant's charging costs, or reduce carbon emissions, and, to the fullest extent permitted by law, any and all such warranties are expressly disclaimed by the Program Sponsor and ChargeScape and waived by the Participant. Further, the Program Sponsor and ChargeScape make no representations or warranties, express or implied, regarding the reliability, performance, or operation of the Service, or the accuracy of the Program Sponsor' and ChargeScape's calculation of the incentive under Section 9 of this Agreement, and, to the fullest extent permitted by law, any and all such warranties are expressly disclaimed by the Program Sponsor and ChargeScape and waived by the Participant.

The Participant agrees that to the fullest extent permitted by law, neither ChargeScape nor the Program Sponsor, nor any of their parents, subsidiaries, affiliated entities, contractors, employees, officers, directors, agents, or representatives, successors or assigns or any of them (collectively, the "**Program Operators**") will be liable for any direct, indirect, incidental, punitive, special or consequential damages whatsoever, including, without limitation, loss, damage or injury to persons or vehicles or other property, in connection with, arising from or related to this Agreement, even if the Participant has been advised of the possibility of such damages. This limitation and waiver will apply regardless of the theory of liability, including, but not limited to, claims based on breach of contract and/or claims based on any theory of tort, except to the extent such exclusion or limitation is prohibited by applicable law. Furthermore, the Participant agrees that to the fullest extent permitted by law, in no event shall the Program Operators be responsible for claims, damages, or losses caused by the Participant(s), third parties, or by an act of God.

5. ChargeScape Terms of Use and Privacy Policy; Program Sponsor' Privacy Statements.

In connection with your participation in the Program, you hereby agree to the following terms of use and privacy policies which are hereby incorporated into this Agreement by reference:

- (a) the ChargeScape Privacy Policy, which is available at <https://chargetscape.com/home/privacy-policy/>, as such may be updated from time to time;
- (b) the Con Edison Privacy Statement, which is available at <https://www.coned.com/en/conedison-privacy-statement> and reflects further information on how Con Edison collects and may use and share your information, including any of the above-described data and information that Con Edison receives about you in connection with your participation in SmartCharge New York, as such policy may be updated from time to time; and

The Service is owned and operated by ChargeScape. The Program Sponsor makes no representations or warranties regarding the Service and disclaims all liability resulting from Participant's use of the Service, to the fullest extent permitted by applicable law. The Service is provided by ChargeScape subject to ChargeScape's Terms of Use and Privacy Policy (see links above). Any representations, warranties, support, or remedies relating to the Service are as set forth in those documents and are provided by ChargeScape, not the Program Sponsor. Nothing in this Agreement limits any rights that cannot be disclaimed under applicable law.

6. Term.

The Program Sponsor anticipates that the Program will continue through December 31, 2026. Participants may choose to leave the Program for any reason at any time by providing written notice to the Program Sponsor and ChargeScape via email to support@evchargingrewards.com. The Program Sponsor may terminate the Participant's participation in the Program if the Participant no longer meets any of the eligibility requirements set forth in this Agreement, or if Con Edison, in its/their reasonable judgment that the Participant is no longer actively participating in the Program. The Program Sponsor reserves the right to modify or terminate the Program, in whole or in part, at any time and for any reason, without prior notice. Your continued participation in the Program after any modifications thereto will constitute your acceptance of any such modifications to the Program.

7. Indemnification.

The Participant hereby agrees to defend, indemnify, and hold harmless ChargeScape, Con Edison, and each of their members, officers, officials, agents, and employees, from and against any and all loss, liability, cost, expense, claims, suits, and damages, including, attorneys' fees ("**Claims**"), to the extent arising out of, or resulting from, the Participant's use of the Service and/or participation in the Program, except to the extent that any Claims arise from the negligence or willful misconduct of the Program Sponsor or ChargeScape.

8. Collection and Use of Participant Data.

The Participant hereby consents to the Program Sponsor, ChargeScape, and, their respective agents, contractors, and employees, using, processing, viewing sharing, accessing, and collecting data from the Participant's Connected Hardware, including, without limitation, vehicle make/model/trim, vehicle identification number (VIN), battery size, charger make/model, charger serial number or other unique identifier, vehicle battery state of charge, plug-in/unplug times, start/stop times of charging sessions, kWh of energy consumed, vehicle location (including GPS

coordinates), charging location, and similar data ("**Collected Data**"), solely for Program administration, incentive calculation, regulatory reporting, and compliance with all applicable laws and regulations. Furthermore, the Participant hereby consents to (a) ChargeScape sharing your full home/business address with the Program Sponsor only as necessary for these purposes, and (b) the use of Collected Data by the Program Sponsor to evaluate the Program, including, but not limited to, assessing Participant experience, measuring potential savings, avoiding energy distribution and/or supply costs to the Program Sponsor, and reducing emissions. Additional data (e.g., connected hardware metadata, vehicle location, technical data and application usage data) may be stored and processed by ChargeScape in line with ChargeScape's Privacy Policy for the purpose of administering the Program, but this data will not be shared with the Program Sponsor, except as necessary for the purposes above or as required by law.

Participant is responsible for notifying all owners, operators, users, and passengers of the EV(s), of the participation of the Participant in the Program and of the program requirements as set forth in this Agreement.

Furthermore, by participating in the Program, the Participant represents that the Participant has the consent of the registered EV owner and the users of the Connected Hardware: (a) to be enrolled in the Program pursuant to the terms of this Agreement, and (b) to the rights granted to the Program Sponsor and ChargeScape under this Section 8 with respect to collecting, using, processing, viewing sharing, and accessing, the Collected Data. ChargeScape may also handle Collected Data in accordance with its own terms and privacy policy, as described in those documents, for purposes that support or relate to its products and services. Such activities are undertaken by ChargeScape under its own policies and responsibilities.

9. Incentive Calculations, Payments, and Forfeit.

The Participant acknowledges and agrees that the Program Sponsor and ChargeScape rely exclusively on the Collected Data provided by the Participant to calculate the incentive due to the Participant under this Agreement. Furthermore, the Participant hereby acknowledges and agrees that the accuracy and reliability of the Collected Data is not guaranteed or warranted in any way by the Program Sponsor and that the Program Sponsor' and ChargeScape's calculation of the incentive is final and binding upon the Participant, absent manifest error and to the fullest extent permitted by law.

The Participant incentive payment(s) will be sent to the Venmo or PayPal account provided by the Participant in the Program platform. Program Sponsor and ChargeScape are not under any duty to validate the accuracy of the Venmo or PayPal account provided by the Participant and no other forms of payment will be accepted unless required by applicable law. If a Venmo or PayPal account is not provided, the incentive earned will be held by ChargeScape without an obligation to pay any interest thereon and subject to the time limits below, subsequently disbursed to the Participant once a Venmo or PayPal account is provided. It is the responsibility of the Participant to provide current and accurate payment information and Program Sponsor' and ChargeScape shall have no liability for payments made to a wrong Participant account(s).

Notwithstanding any of the foregoing, Participants hereby agree to forfeit any incentive earned, if: (i) six (6) months after execution of this Agreement, the Participant has not added its payment information to their account in the Program platform, (ii) the Participant has not claimed a payment sent to its provided payment account within three (3) months after payment was tendered by ChargeScape, or (iii) the Participant has not claimed or requested a payment on or before two (2) months after the expiration or earlier termination of this Agreement or the Program. ChargeScape may, but is not obligated to, provide a courtesy reminder prior to any forfeiture.

10. Participant Feedback and Data Collection.

The Participant will cooperate in good faith with the Program Sponsor and their authorized representative(s) in performing evaluation, measurement, and verification of the Program. Additionally, the Program Sponsor may request that the Participant complete surveys during and after the conclusion of the Program. By providing any such feedback, the Participant hereby agree that (a) any feedback given in a survey may be used by Program Sponsor to modify, enhance, maintain, and improve the Program and Services and shall become the exclusive property of Program Sponsor, without any compensation to you whatsoever, and (b) the Program Sponsor may use and publicize anonymized quotes from Participant feedback in promotional materials, in a manner that does not identify the Participant, without any compensation to the Participant.

11. Assignment.

This Agreement is personal to the Participant. The Participant may not assign or transfer rights or delegate obligations under this Agreement except to a successor owner of the EV or household that meets all Program eligibility requirements at the time of transfer. The Program Sponsor and ChargeScape are permitted to assign this Agreement, in whole or in part, to any person, at any time, and without notice to you, to the fullest extent permitted by law.

12. Taxes.

The Participant is responsible for paying all taxes, if any, associated with receipt of incentives or any other thing of value in connection with the Program, to the fullest extent permitted by law. The Program Sponsor and ChargeScape will have no responsibility for determining the tax consequences of participation in the Program or for providing tax advice. If required by applicable law, the Program Sponsor or ChargeScape may report incentive payments to the appropriate taxing authorities and may provide the Participant with any required tax reporting forms.

13. Entire Agreement.

This Agreement (including any other documents or policies incorporated by reference) constitutes the entire agreement between the Participant, on the one hand, and the Program Sponsor and ChargeScape, on the other hand, with respect to the Program and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement. No statement, representation, or warranty not expressly contained in this Agreement (including any incorporated documents or policies) shall be binding on the Program Sponsor or ChargeScape.

14. Waiver/ Severability.

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision of or any subsequent breach of this Agreement. No waiver shall be valid unless made in a writing signed by the party granting the waiver. If any provision in this Agreement is declared invalid or unenforceable, then such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect, and the Agreement shall be construed so as to give effect to the intent of the parties to the maximum extent permitted by law.

15. No Third-Party Beneficiaries.

This Agreement is for the benefit of ChargeScape and the Program Sponsor and each and their respective successors and assigns with respect to obligations of the Participant under this Agreement and for the Participant's benefit with respect to the Participant's rights under this Agreement. There are no third-party beneficiaries to this Agreement and this Agreement will not

be deemed to confer upon or give to any other person not a party hereunder any claim or other right or remedy.

16. Law and Venue.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York, without reference to its principles of conflicts of laws. The Participant agrees that any dispute arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York County, New York, and the Participant hereby consents to the personal jurisdiction of such courts. To the fullest extent permitted by law, the Participant waives any objection to venue or jurisdiction on the basis of inconvenience or otherwise.

17. Electronic Signature; Counterparts.

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic acceptance of this Agreement through the Program platform shall constitute a valid and binding execution by the Participant. No physical signature shall be required.