

ELECTRIC VEHICLE CHARGING PROGRAM CUSTOMER PARTICIPATION AGREEMENT

Customer agrees to enter into this Participation Agreement (the “**Agreement**”) to participate in the Electric Vehicle Charging Program (the “**Program**”) funded by Entergy New Orleans, Inc., (“**Entergy**”) and administered by third-party Contractor, EnergyHub, Inc. (“**EnergyHub**” or “**Administrator**”). EnergyHub and Customer may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” The Parties acknowledge and agree that the regulatory governing body, the Council for the City of New Orleans (the “**Council**”), Entergy and third-party Program contractor and/or equipment provider are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Eligibility.** The Program runs each year for the period from January 1 through December 31 (the “**Program Period**”). To be eligible, Customer must be an Entergy customer with operational ChargePoint, Emporia, Evokecharge, Wallbox, Lexus, Tesla, or Toyota (each, a “**Vendor**”) electric vehicle supply equipment (“**EVSE**”) or telematics (direct-to-vehicle data connection), as applicable (each, “**Equipment**”), maintained at Customer’s residence. Entergy or EnergyHub may request verification of eligibility requirements at any time during the Program Period. If Customer is a tenant, Customer represents that by entering this Agreement, they have obtained the property owner’s permission to participate in the Program. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Entergy. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Entergy.
2. **Access and Participation.** Customer must agree to provide Entergy, EnergyHub, and each of their respective affiliates, directors, officers, and employees (the “**Sponsor Parties**”) access to collect, exchange, and retain personally identifiable information, Entergy account number, meter number, service address, and energy usage and other Equipment data for the purpose of verifying Customer eligibility, administering the Program, troubleshooting and resolving any connectivity or other Equipment issues, and exchanging and publishing conclusions and results. Customer agrees to receive emails, text messages, and other notifications relating to the Program, including customer surveys. Customer represents and warrants that all information provided to Sponsor Parties is accurate and complete.
3. **Reward.** Customer may receive the following reward per enrolled EV or EVSE for participation at the end of each Program Period: one-time \$50.00 e-gift card per per enrolled EV or EVSE for enrollment, then \$5.00 for each month of participation, paid semi-annually via e-gift card. Customer acknowledges that rewards will be offered only if Customer and Equipment meet the Program requirements. Customer understands that rewards committed to Customer may be withheld if Customer or Equipment is proven ineligible or does not comply with the requirements set forth by the Program.
4. **Events.** Customer agrees to adjust their EVSE charging to Off-Peak Hours, which are defined as 9 p.m. to 6 a.m. the following day, during non-holiday weekdays (each such adjustment, an “**Event**”). Customers who participate in the Program are eligible to receive the rewards described in Section 3 above. Customers may opt out of participating in Events as needed; however, to be eligible for the monthly incentives, Customers must have at least 80% of their charging during Off-Peak Hours each month.
5. **Termination.** Entergy may terminate this Agreement and Customer’s participation in the Program immediately at any time upon email notice to Customer. Customer may withdraw from this Agreement (and the Program) by emailing energysmartev@energyhub.com. Notwithstanding termination of this Agreement and/or Customer’s participation in the Program, Customer’s obligations to the Vendor with respect to the Equipment are not part of this Agreement.
6. **Auditing, Monitoring, and Verification.** Customer also agrees to allow Administrator and Entergy to access data from its participating Equipment for the purpose of confirming Customer’s participation in the Program and verifying the energy savings achieved through the Program. Customer agrees to cooperate with Administrator and Entergy, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period.

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7. **Confidentiality.** Customer authorizes Entergy and Administrator and each of their respective affiliates, directors, officers, and employees to a) collect and exchange Customer's information, account, and energy data, solely for the purposes of determining eligibility for the Program and administering the Program; b) automatically signal Customer's Equipment to take part in Program events or for general system testing purposes; and c) send Customer emails, text messages, and other notifications related to the Program, including surveys, and to share survey responses; and d) share publicly Program result summaries, provided that any of Customer's information is de-identified and aggregated Entergy will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval. Customer acknowledges each of the following as applicable:

Entergy Privacy Policy at <https://www.entergy.com/privacy-policy/>

Customer agrees not to use the name or identifying characteristics of Entergy or its contractors for any advertising, sales promotion, or other publicity of any kind.

8. **No Warranty.** ENTERGY, AND THE COUNCIL MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EQUIPMENT INSTALLED IN CONNECTION WITH THE PROGRAM OR ANY EVENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER ENTERGY NOR ENERGYHUB SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING AT ANY PARTICIPATING LOCATION.
9. **Indemnification; Limit on Liability.** CUSTOMER AGREES TO INDEMNIFY THE COUNCIL, ENTERGY, AND ENERGYHUB AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF ANY EQUIPMENT OR ANY EVENT. NEITHER THE COUNCIL, ENTERGY, NOR ENERGYHUB SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
10. **Miscellaneous.** This Agreement shall be governed by and construed under the laws of the State of Louisiana, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer agrees to bring any claims individually and waives any right to participate in class actions or class arbitration. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of EnergyHub. EnergyHub may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

<i>I have read and understood the Customer Participation Agreement and certify that the information I have provided is true and correct. [Customer type name and Electronic Signature or "Accept"]</i>
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