

## Arizona Public Service Company Storage Rewards Pilot

### TERMS AND CONDITIONS

**Welcome to the Arizona Public Service Company Storage Rewards Pilot (“Pilot”).** By becoming a Participant of the Pilot, you will help improve grid reliability in your utility service area. By participating in the Pilot, you may be eligible to receive the Reward described below, subject to these Terms and Conditions (“**Terms**”). To become a Participant in the Pilot, you must submit an application to, and have it accepted by, both the Sponsor and the Pilot Administrator (as each is defined below). You must have an installed and operational [Tesla Powerwall home battery storage system] to participate in this Pilot.

**Binding Agreement.** By applying for the Pilot, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor (as defined below) and the Pilot Administrator; provided, however, in the event your application is not accepted or approved, you will not be subject to data collection under these Terms. Failure to comply with these Terms may result in your unenrollment from the Pilot. The decisions of the Sponsor and the Pilot Administrator regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Pilot; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties’ property or service. **Any false information provided within the context of the Pilot by any Participant is a violation of these Terms and may result in the immediate unenrollment of a Participant and forfeiture of any Reward.**

**About the Pilot.** Applicants whose applications to participate in the Pilot are submitted by the enrollment deadline and accepted by the Pilot Administrator and who fully comply with these Terms may receive an incentive, as set forth below (“**Reward**”), to be provided to you by Pilot Administrator following the conclusion of the Pilot term. To receive the Reward, you must be accepted as a Participant by the Sponsor and Pilot Administrator, and your participation must not be withdrawn or terminated.

**Definitions.** In the context of these Terms,

- The Pilot is provided by EnergyHub, Inc., 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 (“**Sponsor**”).
- “**Adjustment Events**” mean times during the Pilot Period when the DER Vendor (defined below) will [control Participant’s Device(s) (on behalf of the Sponsor Parties) to signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable].
- “**DER Vendor**” means the original equipment manufacturer (OEM) of the Participant’s home battery storage system.
- “**Device**” means your Tesla Powerwall, which can be monitored and operated during the Pilot by DER Vendor’s network operations center.
- “**FAA**” means the Federal Arbitration Act.
- “**Participant**” means an applicant that has been accepted into the Pilot by the Pilot Administrator.
- “**Pilot**” means the APS Storage Rewards Pilot Program.
- “**Pilot Data**” means data related to your identity, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Pilot Administrator account, your utility bill, and operational data about your Device(s).
- “**Pilot Period**” means the duration of the Pilot from July 2025 through July 2030.
- “**Pilot Administrator**” means Arizona Public Service Company (“**APS**”).

- **“Reward”** means \$110 per kilowatt (kW), calculated as the average kW reduced across all Adjustment Events during each year of the Pilot Period, processed as a one-time payment following the Pilot Period once per year the Participant is enrolled in the Pilot.
- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Sponsor Parties”** means Sponsor, DER Vendor, and Pilot Administrator, their respective successors and assigns, and each of their respective affiliates, agents, representatives, directors, officers, and employees.
- **“Terms”** means these Pilot Terms and Conditions.

**Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange Pilot Data and retain such data indefinitely, for the purposes of determining your eligibility for the Pilot and operating the Pilot; 2) review and analyze all of your Pilot Data for the purposes of the Sponsor Parties fulfilling their obligations under the Pilot and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they otherwise treat all such Pilot Data in accordance with their respective privacy policies; 3) automatically signal your Devices to take part in Adjustment Events for this Pilot or for general system testing purposes; 4) send you emails, text messages and other notifications related to the Pilot, including about your enrollment status and Pilot-related adjustments to your Devices; 5) send you emails, text messages and other notifications related to the Pilot, including, but not limited to, surveys about the Pilot and to share your responses to such surveys among the Sponsor Parties; 6) retain all of your Pilot Data indefinitely for record keeping purposes; and 7) summarize the results of the Pilot in publicly-available studies, provided that any Pilot Data included in such studies will be anonymous such that you are not individually identifiable.

**Eligibility and Enrollment.** You may apply to become a Participant and enroll in the Pilot if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- Have an active utility account with your Pilot Administrator;
- You must have one or more Devices (leased or owned) installed at home that are compatible with and connected to the DER Vendor platform (“Service”) and compatible with the Pilot design.
- Leased devices may be subject to certain other requirements or limitations regarding enrollment in third-party programs or for receiving compensation through participation in such programs. If you lease your device, please refer to your lessor contract for any such requirements or limitations. APS is not liable for any obligations between Participant and any lessor; Participant agrees to hold APS harmless in any dispute between Participant and any lessor.
- Your Devices were installed in accordance with the rules outlined by the [APS Interconnection Requirements Manual](#) and have been granted permission to operate. In addition, the Devices should remain in compliance with APS requirements and in good operating condition.
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- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist Sponsor Parties’ support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- Provide a valid email address for communications related to the Pilot; and
- Devices enrolled in the APS Residential Battery Pilot: Data + Management are not eligible to participate in the APS Storage Rewards Pilot until three years after receiving permission to operate, regardless of unenrollment.

**Pilot Period.** The Pilot will run for the Pilot Period defined above. You may be automatically re-enrolled in subsequent Pilot Periods at Sponsor's discretion, subject to the then-current Terms for the Pilot. You may unenroll from the Pilot at any time.

**Pilot Description.** Participant agrees to allow DER Vendor, on behalf of the Sponsor Parties, to control the Participant's Devices during the Pilot Period. Such adjustments are referred to as

**"Adjustment Events."** Adjustment Events may signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of a current or future Adjustment Event at any time by directly adjusting the Device or contacting DER Vendor at [apsstoragerewards@energyhub.com](mailto:apsstoragerewards@energyhub.com). Opting out of an Adjustment Event will not result in unenrollment from the Pilot.

**How to Apply.** You can apply to participate in the Pilot through your DER Vendor mobile app or at the Pilot enrollment website found here: [www.chargingrewards.com/apsstoragerewards](http://www.chargingrewards.com/apsstoragerewards). The Sponsor Parties may accept or reject your application at their discretion.

**How to Withdraw.** Once you are accepted as a Participant in the Pilot, you may withdraw at any time by emailing the Sponsor contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward, participate in the Pilot in the future, or participate in other similar battery programs offered by Sponsor until the program closes at 5 years.

**Pilot Termination.** Sponsor's ability to offer the Pilot is contingent on receiving certain approvals and acceptances from Pilot Administrator. If such approvals and acceptances are withheld or withdrawn, or if the Pilot is declared unlawful, the Pilot will be terminated along with the Reward. Further, Sponsor's ability to offer the Pilot to you is contingent on Sponsor's agreements with DER Vendor, and in the event such agreement(s) terminate for any reason, your participation in the Pilot will be terminated along with the Reward. In the event of such termination, DER Vendor will provide notice to you by email, and Sponsor will provide notice at [www.energyhub.com](http://www.energyhub.com). Termination of the Pilot will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

**Disqualification.** The Sponsor Parties may terminate your participation in the Pilot and Reward at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Pilot, if your Pilot Administrator declares you ineligible for the Pilot, if your account with Pilot Administrator or DER Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service, or based on the discretion of the Sponsor Parties if you opt out of all Adjustment Events. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Pilot without liability and without notice. Disqualification from the Pilot will not affect any payment obligations you may have for your utility service or DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

**Privacy Notice.** By participating in the Pilot you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Pilot. Sponsor Parties will administer your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy>.

**Changes in Your Utility Costs.** Sponsor Parties are not responsible for any changes in your utility costs during the Pilot.

**Tax Information.** APS advises the Participant to consult a tax advisor regarding possible tax liability resulting from the Reward. A Form 1099 may be issued by APS if the Reward is \$600 or more (or the applicable threshold for a given year, as established by the IRS), in which case, APS will require the Participant's social security number.

**Information.** You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Pilot is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Pilot has changed.

**General Conditions.** This Pilot is governed by the laws of the State of Arizona without regard to its applicable principles of conflicts of law. The Sponsor Parties' failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PILOT APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PILOT MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PILOT, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PILOT APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PILOT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PILOT AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PILOT. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on the Sponsor Parties and their respective successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third

party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward. For the avoidance of doubt, it is specifically understood and agreed that there shall be no personal liability on the part of any affiliates, agents, directors, officers, and employees of each Sponsor Party under these Terms.

These Terms constitute the entire agreement between Sponsor Parties and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

**Arbitration.** If you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**No Class Action Procedure.** Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in Arizona shall have the sole and exclusive jurisdiction to hear and determine the issue.

**Changes to the Terms.** Sponsor may modify these Terms at any time. Sponsor will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Pilot thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

**Acceptance of Agreement.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Sponsor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor Parties .

**Additional Pilot Details.** Additional Pilot details are available at the following website address: [www.chargingrewards.com/apsstoragerewards](http://www.chargingrewards.com/apsstoragerewards). EnergyHub contact information for the Pilot is: [apsstoragerewards@energyhub.com](mailto:apsstoragerewards@energyhub.com)

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Customer Signature

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Customer Name

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Date