

FLEXCHARGE REWARDS PROGRAM PARTICIPATION AGREEMENT

1. Voluntary Participation.

Thank you for your interest in participating in the FlexCharge Rewards Program ("FlexCharge" or the "Program") that is being offered to you as a customer of Orange and Rockland Utilities, Inc. ("O&R") by WeaveGrid, Inc. ("WeaveGrid" or "Program Sponsor"). "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"). Therefore, 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, you should not participate in the Program. WeaveGrid reserves the right to modify this Agreement at any time. Any modifications to this Agreement will be made available for viewing at the following web address: <https://www.weavegrid.com/oru/flexcharge-rewards>. 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 ("Participants") with a service account in the O&R New York service territory to voluntarily shift their EV charging to designated off-peak time periods by providing incentives described on the Weavegrid website at <https://charge.weavegrid.com/oru>.

WeaveGrid is the administrator of the Program. To participate in the Program, you must meet all Program requirements, including correctly connecting an EV and/or smart charging station ("Connected Hardware") to the Program platform for the purposes of sending EV data to WeaveGrid and receiving charging commands from WeaveGrid. By participating in the Program, You consent to share data with the Program Sponsor and O&R, and to Weavegrid sending charging commands to the Connected Hardware.

Among other things, the Program platform (the "Service") will collect your charging data in order to calculate the incentives due to you in accordance with the requirements of the Program in section 3 below. Beginning March 1st, 2025, you may earn financial incentives for joining the Program and charging Your EVs during designated time periods.

The Program Sponsor may offer enhancements to the Program from time to time. Participation in Program enhancements 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.

3. Participant Requirements.

PARTICIPANTS IN THE PROGRAM MUST BE AT LEAST 18 YEARS OLD. Participants agree not to participate in the Program in any way that is illegal, fraudulent, reckless, grossly negligent or abusive, including to harass, threaten, abuse, defame or slander any individual.

To enroll in the Program, you must, at minimum, have a supported EV with functional onboard telematics using a 4G or 5G modem or supported smart charging station. See Program website at <https://oru-support.weavegrid.com/hc/en-us> for a current list of supported Connected Hardware. In some cases, the vehicle Original Equipment Manufacturer ("OEM") may require you to (i)

activate the vehicle's onboard telematics function and/or (ii) purchase a subscription or pay a fee to activate and/or maintain the vehicle's onboard telematics function. These costs will be borne by you and not by the Program Sponsor. WeaveGrid's ability to connect to the supported vehicles is dependent on (i) OEM server uptime; (ii) stability of the internet connection in the vehicle's telematics platform; and (iii) a Participant's paid subscription to telematic service packages required by some OEMs. WeaveGrid'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.

Participant acknowledges and confirms that any information or response provided in the WeaveGrid software application (such as their 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 their participation in the Program.

4. Disclaimer; Limitation of Liability.

WeaveGrid and O&R make no representations or warranties as to the effectiveness of the Service to reduce Participant's charging costs or reduce emissions. Further, WeaveGrid and O&R make no representations, express or implied, regarding the reliability, performance, or operation of the Service.

Participant agrees that to the fullest extent permitted by law, WeaveGrid and O&R, and any of their parents, subsidiaries, affiliated entities, employees, officers, directors, agents, or representatives, successors or assigns or any of them (collectively, the "Program Operators") will not be liable for any 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, Participant's participation in the Program, or Participant's use of the Service even if the Program Operator has been advised of the possibility of such damages. This limitation and waiver will apply regardless of the theory of liability. Participant also agrees that in no event shall Weavegrid or O&R be responsible for problems, damages or losses caused by Participant, third parties, or by an act of God.

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

In order to participate in the Program, you must agree to the Terms of Use and Privacy Policy of WeaveGrid, and to the applicable Privacy Statement of O&R. WeaveGrid's Terms of Use and Privacy Policy may be found at <https://charge.weavegrid.com/terms/> and <https://www.weavegrid.com/privacy-policy> and may be updated from time to time. By participating in the Program, you consent to WeaveGrid sharing your name, full home/business address, charging patterns, the GPS coordinates of your charging location(s), as well as other data relevant to the Program with O&R for the purposes of administering the Program.

The O&R Privacy Statement is available at <https://www.oru.com/en/privacy-statement> and reflects further information on how O&R collects and may use and share Your information, including any of the above-described data and information that O&R receives about You in connection with Your participation in the Program.

The Service is owned and operated by WeaveGrid. O&R makes no representations or warranties regarding the Service and disclaims all liability resulting from Participant's use of the Service.

6. Collection and Use of Participant Data and Control of Connected Hardware

Participant consents to WeaveGrid, and its third party data providers to access and collect data from Participant's Connected Hardware, including 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 charging location and similar data ("Collected Data") and sharing aggregated and participant specific Collected Data with O&R for purposes of administering and evaluating the Program. Additional data (e.g., connected hardware metadata, vehicle location, technical data and application usage data) may be stored and processed by WeaveGrid in line with WeaveGrid's Privacy Policy for the purpose of administering the Program, but this data will not be shared with O&R.

Participant is responsible for notifying all owners, operators, users, and passengers of the Connected Hardware's participation in the Program and of the Program requirements. By participating in the Program, Participant represents that the Participant has the consent of the registered vehicle owner and the users of each Connected Hardware enrolled in the Program that Participant, the Program Sponsor, and O&R are permitted to view and use the data and information collected and that the Program Sponsor may [control the connected hardware?]

7. Term.

The Program Sponsor anticipates that the Program will continue through July 1, 2026. Participants may choose to leave the Program for any reason at any time by providing notice to WeaveGrid of such termination by writing to oru-support@weavegrid.com. The Program Sponsor may terminate a Participant's participation in the Program if a Participant no longer meets the eligibility requirements set forth in this Agreement, or if the Program Sponsor determines, in its sole judgment, that a 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.

8. Indemnification.

To the fullest extent provided by law, Participant agrees to defend, indemnify, and hold harmless WeaveGrid and O&R, and each of its and their parents, subsidiaries, affiliated entities, employees, officers, directors, agents, or representatives, from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees ("Claims") to the extent arising out of or resulting from Participant's use of the Service and/or participation in the Program.

9. Incentive Calculations, Payments, and Forfeit.

WeaveGrid can only determine a Participant's incentives based on the Collected Data described above. The accuracy or reliability of the data is not guaranteed or warranted in any way and WeaveGrid disclaims liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchant ability and fitness for a particular purpose arising out of the use, or inability to use the data.

Signup Incentive

In exchange for your participation in the Program, WeaveGrid will issue you a signup incentive ("Signup Incentive") of \$50 per eligible device enrolled in the Program. The Signup Incentive will be paid one time after (1) your application has been reviewed, (2) You have been accepted into the Program and (3) Your EV has been connected to the Service (for the purposes of sending EV data to WeaveGrid and receiving charging commands from WeaveGrid) as part of the Program for 15 consecutive days. The Signup Incentive will be issued to You through a third-party vendor using the email address provided at enrollment. You may select from available options to receive

your payment. Weavegrid reserves the right to modify or add to the Signup Incentive, or to offer additional incentives, at its discretion.

Monthly Smart Charging Bonus.

Beginning February 2026, you may earn a \$10 monthly Smart Charging Bonus each month you (1) charge at home at least once during the month, and (2) maintain a Smart Charging Score of 80% or higher. Your Smart Charging Score represents the percentage of your home charging that occurred during optimized "Smart" times, as determined by WeaveGrid. Your score can be monitored in your weekly summary email or WeaveGrid dashboard. Smart Charging Bonuses are earned monthly and distributed quarterly. Payments will begin in April 2026. Payments will be issued through a third-party service, and you may select from available payment options.

10. Participant Feedback and Data Collection.

Participant will cooperate in good faith with the Program Sponsor or its authorized representative in performing evaluation, measurement, and verification of the Program. The Program Sponsor will use Collected Data to evaluate the Program and for future planning purposes, including, but not limited to, assessing Participant experience, measuring potential savings to Participant, avoiding energy distribution and/or supply costs to O&R, and reducing emissions. Additionally, The Program Sponsor may request that Participants complete surveys during and after the conclusion of the Program. The Program Sponsor may use and publicize anonymized quotes from Participant surveys in promotional materials.

11. Assignment.

This Agreement is personal to Participant. Participant may not assign or transfer rights or delegate obligations under this Agreement. WeaveGrid is permitted to assign this Agreement, in whole or in part, to any person, at any time, and without notice to you.

12. Taxes.

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.

13. Entire Agreement.

This Agreement (including any other documents or policies incorporated by reference) constitutes the entire agreement between Participant, on the one hand and WeaveGrid, 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.

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.

15. No Third-Party Beneficiaries.

This Agreement is for the benefit of the Program Sponsor and its successors and assigns with respect to Participant's obligations under this Agreement and for Participant's benefit with respect to Participant's rights under this Agreement. Except for O&R, there are no other third-party beneficiaries under this Agreement and this Agreement will not be deemed to confer upon or give to any other person 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 on conflicts of laws.