

Program Terms and Conditions – TEP Smart Charge

Welcome to the Tucson Electric Power Company “TEP” Smart Charge Program (“Program”). By becoming a Participant of the Program, you may help to reduce stress on the grid in your electric utility service area. By participating in the Program, you may be eligible to receive the Reward described below, subject to these Program Terms and Conditions (“**Terms**”). To become a Participant in the Program, you must submit an application to, and have it accepted by, both the Sponsor and Program Administrator (TEP and WeaveGrid, as each is defined below).

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor and the Program 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 Program. The decisions of the Sponsor and the Program 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 Program; 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 Program 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 Program. The TEP Smart Charge Program is designed to manage EV charging load and promote efficient use of our electric grid by automatically shifting participants’ residential EV charging to times when energy is cleaner and less costly to produce. TEP works with its Program Administrator, WeaveGrid, to manage the charging schedules of enrolled electric vehicles and charging equipment. Participants retain the ability to override charging schedules at any time. Applicants whose applications are accepted by the Sponsor and the Program Administrator (“Participants”, “you”, and “your”) and who fully comply with these Terms may be eligible to receive two types of incentives, a one-time “Enrollment Incentive” of \$20 for remaining enrolled in the Program at least 30 days after acceptance into the Program, and a “Monthly Incentive” of \$10 for each calendar month in which you meet the Compliance Criteria while enrolled in the Program (collectively, “Reward”). All Rewards will be issued as bill credits to your TEP Account.

Definitions. In the context of these Terms,

- **“Account”** means the Customer's residential electric service account with TEP at the home service address where the enrolled Device is regularly charged.
- **“Charging Events”** mean times during the Program Period when the Program Administrator will adjust Participant’s Charging Schedule (on behalf of the Sponsor) to signal the Device to charge, discharge, or change its mode of operation, or other settings, as applicable, while the Device is charging at the Participant's home service address. Charging Events do not include charging that occurs away from the Participant's home service address. Participants may Override Charging Events at any time, subject to the Compliance Criteria.
- **“Charging Schedule”** means the times during the Program Period when the Participant’s EV is set to charge through the Participant’s Device(s), as determined by the Program Administrator under Managed Charging.
- **“Continuous Connection”** means an active data connection between the Device and the Service sufficient for normal Program operations. Loss of Continuous Connection for more than 30 consecutive days may result in suspension of Rewards for the affected period.
- **“Compliance Criteria”** means the standard a Participant must meet to be eligible for the Monthly Incentive in a given calendar month. A Participant meets the Compliance Criteria if they: (a) maintain a Smart Score of at least 85% during that month, which reflects the percentage of scheduled Charging Events the Participant allows to complete without an Override; and (b) have at least one Charging Event during that month.
- **"Demand Response Event"** means an occasional request initiated by TEP, separate from routine Managed Charging, to pause EV charging for a limited period — typically 1 to 4 hours — in response to grid conditions such as peak demand stress, supply shortage, or system reliability concerns. The Program Administrator will provide advance notice of Demand Response Events where practicable, and Participants may Override at any time without penalty to their Reward eligibility, provided such Overrides do not cause the Participant to exceed the 10% threshold under the Compliance Criteria.
- **“Device”** means an EV or EVSE that can be monitored and controlled during the Program through the Program Administrator’s platform through the EV or EVSE communications pathway.
- **“Device Vendor”** means the manufacturer or provider of an eligible EV or EVSE enrolled in the Program, including but not limited to original equipment manufacturers (OEMs) whose vehicles or charging equipment are eligible for the Service.

- **"Driver Data"** has the meaning provided in the Program Administrator's Terms of Service and Privacy Policy, available at <https://www.weavegrid.com/privacy-policy>. Driver Data is collected and processed by the Program Administrator independently, and the Sponsor does not control or direct those activities.
- **"Eligible Rate"** means the following TEP residential pricing plans: TRRES (Basic), TRREST (Time-of-Use), TRRES D (Peak Demand), TRRES D T (Residential Demand Time-of-Use R-Tech), TRRS P (Special Residential Service), TRRS P T (Special Residential Service Time-of-Use), TRDSOTE (Electric Vehicle Demand Super Off-Peak), as each is described at <https://www.tep.com/rates/>.
- **"Enrollment Date"** means the date on which Program Administrator confirms Sponsor's acceptance of a Participant's Device into the Program by email. The Enrollment Date is the starting point for calculating the 30-day Continuous Connection requirement for the Enrollment Incentive.
- **"Enrollment Incentive"** means the one-time \$20 bill credit issued to a Participant's Account following TEP's verification of eligibility, which is typically conducted within two weeks of application. To be eligible, a Participant must have enrolled in a prior calendar month and maintained a Continuous Connection for a minimum of 30 days following the Enrollment Date. A maximum of two Enrollment Incentives will be issued per Account regardless of the number of Devices enrolled. If the Participant withdraws or is removed from the Program before meeting both conditions, the Enrollment Incentive will not be issued. The Participant must remain a TEP customer to receive the Enrollment Incentive.
- **"EV"** means electric vehicle.
- **"EVSE"** means electric vehicle supply equipment.
- **"FAA"** means the Federal Arbitration Act.
- **"Managed Charging"** means the adjustment, delay, or rescheduling of a Participant's Charging Schedule by the Program Administrator, on behalf of the Sponsor, while the Device is charging at the Participant's home service address, to shift charging to periods that support grid needs. Participants may Override the Charging Schedule when needed.
- **"Monthly Incentive"** means the \$10 bill credit issued to a Participant's Account for each calendar month in which the Participant meets the Compliance Criteria, up to a maximum of two Devices per Account. The Monthly Incentive for a given month will be issued to the Participant's Account following the close of that month, regardless of whether the Participant remains enrolled at the time of issuance, provided the Participant was enrolled and met the Compliance Criteria. However, the Participant must remain a TEP customer to receive the Monthly Incentive.

- **“Override”** means a Participant-initiated action that bypasses or adjusts the Managed Charging schedule to permit charging outside the scheduled window. Overrides are always permitted. However, each Override may reduce a Participant's Smart Score and may affect Monthly Incentive eligibility as described in the Compliance Criteria.
- **“Participant”** means an applicant that has been accepted into the Program by the Sponsor and the Program Administrator.
- **“Program”** means the TEP Smart Charge Program.
- **“Program Administrator”** means WeaveGrid, Inc., 375 Alabama St, Suite 325 San Francisco, CA 94110.
- **“Program Data”** means information reasonably necessary to operate, evaluate, and verify the Program, which may include: Customer name, service address, Account number, and contact information; EV make, model, year, and VIN; EVSE make, model, and serial number; charging session timestamps; charging location; power and energy consumed per session; state of charge; charging rate; Charging Schedule preferences; firmware and telematics versions; participation and Override data; and GPS or geolocation data where provided by the EV or EVSE. Program Data does not include Driver Data, which is collected and governed separately by the Program Administrator.
- **“Program Period”** means the period between June 29, 2026 through June 28, 2027 (the “Program Period”). Participants may be automatically re-enrolled in subsequent Program Periods at TEP's discretion.
- **“Reward”** means, collectively, the Enrollment Incentive and the Monthly Incentive, each as defined above. All Rewards are issued as bill credits to the Participant's Account, up to a maximum of two enrolled Devices per Account. Because your Reward will be awarded as a bill credit, you also must remain a TEP Customer to receive it.
- **“Service”** means the software platform and connection services provided by the Program Administrator that link enrolled Device(s) to the Program and enable Managed Charging.
- **“Smart Score”** means the monthly percentage of scheduled Charging Events at the Participant's home service address that a Participant allows to complete without an Override, as calculated by the Program Administrator and reported to the Participant through the Program platform.
- **“Sponsor”** means Tucson Electric Power Company “TEP”.
- **“Sponsor Parties”** means Sponsor, Device Vendor, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, representatives, directors, officers, and employees.

- **“Terms”** means these Program Terms and Conditions, as may be amended by Sponsor or Program Administrator from time to time in accordance with the Changes to the Terms section.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to: 1) collect and exchange Program Data and retain such data solely so long as it is needed for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program 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 treat all such Program Data in accordance with their respective privacy policies; 3) monitor and manage Charging Events at your home service address through Managed Charging of the enrolled Device to learn about EV driver behavior and grid impacts to the Sponsor; 4) send you emails, text messages, push notifications, and other notifications related to the Program, including about your enrollment status, Device connection status, Smart Score, charging summaries, and Program-related adjustments to your Devices; 5) send you emails, text messages, push notifications, and requests to participate in surveys about the Program and to share your responses to such surveys among the Sponsor Parties; 6) retain all of your Program Data indefinitely for record keeping, auditing or reporting purposes and 7) summarize the results of the Program in publicly-available studies, provided that any Program 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 participate in the Program if you meet the following eligibility criteria and do the following:

- You must be a TEP residential electric service customer with an active Account in good standing at the home service address where the enrolled Device is regularly charged;
- You must take TEP residential electric service on an Eligible Rate;
- You must be at least 18 years of age;
- You must have one or more eligible EVs or EVSEs that are compatible with and connected to the Program Administrator's platform as part of the Service;
- You must have and maintain an active Account in good standing on the Service and a Continuous Connection between your enrolled Device(s) and the Service;

- You must accept these Terms and Conditions and the Program Administrator's Terms of Service and Privacy Policy; and,
- You must assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware, and other Device-related issues.

Program Period. The Program will run for the Program Period defined above. You may be automatically re-enrolled in one or more subsequent Program Periods at Sponsor's discretion, subject to the then-current Terms for the Program. Sponsor retains the right to terminate the Program at any time in accordance with the Program Termination section. At all times during the Program Period, the Participant retains the sole right to determine, control, and modify their Device settings, including the ability to Override the Charging Schedule at any time as described in the Managed Charging and Override definitions. You may unenroll from the Program at any time by emailing the Program Administrator at tep-support@weavegrid.com. Please note that withdrawal may affect your eligibility for the Enrollment Incentive and Monthly Incentive as described in the Reward and Reward Forfeiture sections.

Program Description. By enrolling in the Program, Participant agrees to allow Program Administrator to conduct Managed Charging of the Participant's enrolled Device(s) during the Program Period. Managed Charging includes monitoring and adjusting the Participant's Charging Schedule through the Service to support grid needs, as further described in the Definitions section. Participants agree to receive communications from Sponsor and the Program Administrator through email, SMS, push notifications, and the Program Administrator's app related to the Program, including Charging Event notifications, Device connection status, Smart Score updates, charging summaries, and enrollment and Program-related notices. Sponsor, at its sole discretion, will make all final determinations regarding Participant eligibility, Reward issuance, and Program participation. The Program Administrator operates the Service and platform on behalf of Sponsor but does not make final Program determinations. Participants retain the right to Override the Charging Schedule at any time as described in the Override and Managed Charging definitions. Overrides may affect Monthly Incentive eligibility as described in the Compliance Criteria and Reward Forfeiture sections.

Reward Forfeiture and Removal.

Monthly Incentive Forfeiture. A Participant who does not meet the Compliance Criteria in a given calendar month will not receive the Monthly Incentive for that month. Specifically:

If a Participant's Smart Score falls below 85% in a given month, the Monthly Incentive for that month will be forfeited. If no Charging Events occur during a month because the Device was offline, unplugged, or disconnected for the entire month, the Monthly Incentive for that month will be forfeited.

Enrollment Incentive Forfeiture. If a Participant withdraws or is removed from the Program before TEP's monthly verification of Enrollment Incentive eligibility, and has not yet met the 30-day Continuous Connection requirement as of the last day of the most recently completed calendar month, the Enrollment Incentive will not be issued.

Already Earned Rewards. Forfeiture of a monthly Reward does not affect Rewards earned in prior months. Rewards already earned and verified by TEP will be issued to the Participant's Account regardless of subsequent forfeiture or removal.

Connectivity and Support. Participants are responsible for maintaining a Continuous Connection between their enrolled Device(s) and the Service throughout the Program Period, including providing reliable home internet or Wi-Fi at their own expense. Loss of Continuous Connection for more than 30 consecutive days may result in suspension of Rewards for the affected period and, if unresolved, removal from the Program. TEP and the Program Administrator are not responsible for connectivity interruptions caused by manufacturer network outages, OEM software updates, or other third-party service failures outside their reasonable control. Such interruptions will be considered on a case-by-case basis.

How to Apply. You can apply to participate in the Program via <https://charge.weavegrid.com/tep/>. The Sponsor may accept or reject your application at its discretion.

How to Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing tep-support@weavegrid.com. 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 Program in the future, or participate in other programs offered by Sponsor or Program Administrator.

Program Termination. Program Administrator's ability to offer the Program is contingent on receiving certain approvals and acceptances from Sponsor. If such approvals and acceptances are withheld or withdrawn, or if the Program fails to receive necessary funding, the Program will be terminated along with any unearned Reward. Further, Program Administrator's ability to offer the Program to you is contingent on Program Administrator's agreements with Device Vendors, and in the event such agreement(s) terminate for any reason, your participation in the Program will be terminated along with any unearned

Reward. In the event of such termination, notice may be provided at <https://www.tep.com/smart-charge/> Termination of the Program will not affect any payment obligations you may have for your Device, and your Device Vendor customer agreement will remain in effect.

Disqualification. TEP may terminate your participation in the Program 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 TEP or the Program Administrator in connection with this Program, if TEP declares you ineligible for the Program, if your Account with TEP is no longer in good standing, or if you do not maintain a Continuous Connection between your enrolled Device(s) and the Service. Disqualification from the Program will not affect any payment obligations you may have for your Device, and your Device Vendor customer agreement will remain in effect.

Privacy Notice. By participating in the Program, 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 Program. 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: <https://www.tep.com/privacy/>. Program Administrator's privacy policy is located at: <https://www.weavegrid.com/privacy-policy>. The Program Administrator may also collect Driver Data as defined in its Terms of Service and Privacy Policy. Such collection is managed solely by the Program Administrator in accordance with its then-current privacy policy, and the Sponsor does not control or direct those activities.

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

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

General Conditions. This Program 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 PROGRAM APPLICATION INFORMATION, AND ASSUME NO

RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM 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 OR PROGRAM ADMINISTRATOR 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 PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO MANAGED CHARGING OR DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. 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 PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S OR PROGRAM ADMINISTRATOR'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 PROGRAM. 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 constitutes 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 Parties 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 Parties agree that, by entering into these Terms, 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. We 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 Program 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 the Program Administrator's enrollment platform and/or

on Sponsor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor, and the other Sponsor Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if they were a party hereto.

Additional Program Details. Additional program details are available at the following website address: <https://www.tep.com/smart-charge/>. Questions about the Program can be directed to smartcharge@tep.com or tep-support@weavegrid.com.