

# Austin Energy® Power Partner™ Thermostat Customer Enrollment Agreement

Welcome to the Power Partner Thermostat Program

**About the Power Partner Thermostat Program ("Program").** Participants whose applications to participate in the Program are accepted by Sponsor ("**Participants**", "**Customer**", "**you**", and "**your**") and who fully comply with this Agreement will receive a one-time enrollment incentive provided by Austin Energy.

**Why should I participate in the Program?** Participants who participate in the Program and fully comply with this Agreement will receive the Reward described above. Participants will also help reduce the risk of blackouts and brownouts in their electricity service areas.

**Sponsors.** The Program is provided by EnergyHub, Inc. ("**Sponsors**," "**we**," "**us**," and "**our**").

**Binding Agreement.** To participate in the Program, Participants must agree to this Customer Enrollment Agreement ("**Agreement**"). Because this Agreement forms a legally binding agreement with respect to the Program, please read it carefully. If you do not agree to the Agreement, you are not eligible to participate in the Program. Your application for the Program and your written acceptance thereof constitutes your agreement to this Agreement.

**Eligibility.** Potential participants who meet the following criteria may apply to participate in the Program:

- You must be a customer of Austin Energy;
- You must have a thermostat that is compatible with and connected to the EnergyHub platform ("**Service**"); and
- You must have an active account on the Service

**How To Apply.** The program application is available at <https://enrollmythermostat.com/filtrete/austin/>. Sponsor may accept or reject a potential participant's application in its sole discretion without liability to Participant.

**Participation Requirements.** Participant agrees during the duration of program and at its expense to:

- Maintain the connection between your enrolled thermostat(s) and the Service;
- Maintain an active account on the Service;
- Maintain (always on) internet service; and
- Assist Service support personnel in troubleshooting and resolving connectivity and other thermostat-related issues

Participant agrees to the following terms required by Austin Energy:

*Notes: Austin Energy® must have a signed agreement with the Power Partner™ Thermostat Technology and Service Provider (currently EnergyHub) prior to acceptance of this application. EnergyHub must be listed as an approved provider with Austin Energy. Upon acceptance to the Program, a \$85 one-time enrollment incentive is provided by Austin Energy to Customers who enroll. The enrollment incentive will*

be credited to the customer on the following billing cycle. If more than one thermostat is installed at a premise, information is required for each

*By submitting this rebate application, Customer agrees to the following terms and conditions. Customer is responsible for maintaining the thermostat including making any warranty claims related to equipment failure or workmanship. Customer agrees to request and grants approval to his/her Remote Communicating Thermostat manufacturer to provide Austin Energy access to Customer's thermostat for the purposes of collecting data and controlling the thermostat for the sole purpose of reducing demand on the electric grid. If Customer removes or causes the thermostat to be removed within 2 years of receiving a rebate for a thermostat, Customer may be disqualified from receiving a future rebate on a thermostat. Customer agrees to allow Austin Energy to control the thermostat to reduce demand on the electric grid by either (a) resetting the current set-point or original target temperature set-point by up to 4°F for up to 3 consecutive hours, or (b) implementing other thermostat control strategies such as "duty cycling" to temporarily reduce normal operating patterns in order to reduce electrical demand. Customer may opt out of an event at any time. Customer is eligible for future additional incentives developed by Austin Energy. Customer agrees to allow Austin Energy access to operational data such as temperature set-point, fan status, heating or cooling mode, compressor and fan runtimes, and opt-in or opt-out status. Customer agrees to maintain network connectivity to the thermostat through Customer's internet service provider or other network provider and agrees, to the extent practical, to keep network connection in operation. Customer agrees to be contacted by e-mail, mail, or telephone if, for any reason, Austin Energy needs to verify connectivity or customer status, administer surveys, and/or present additional offers. Customer agrees to provide access to Austin Energy and/or Austin Energy contractors to verify thermostat installation in addition to allowing access to energy use data collected by Austin Energy electric meter to evaluate program performance. Austin Energy and EnergyHub will not be liable in any manner whatsoever for the operation of the thermostat or for its performance or non-performance. In the event that Participant discontinues their relationship with EnergyHub, the Participant's agreement with the Austin Energy Program will terminate.*

**Energy Consumption.** The Austin Energy thermostat control events described above may be preceded by "pre-cool" periods, wherein the current or scheduled target setpoint is temporarily decreased to prepare the premises for the subsequent setpoint increase. Sponsor is not responsible for any changes to your electricity costs or any electricity costs incurred by you during or related to the Program.

**Reward.** Sponsor reserves the right to substitute a reward of equivalent value for the rewards described above at Sponsor's sole discretion without liability to Participant.

**Information.** Participant represents and warrants that the information Participant provides while applying for and during the course of the Program is accurate and agrees to notify us if changes occur. Participant agrees that information about Participant's Service account, Service usage, and devices connected to Participant's Service account, as well as information customer provides while applying for Program or that is related to the Program may be shared with other third-party entities necessary for purposes of ensuring compliance with Program objectives and analyzing data.

**Subject to Third-Party Approvals.** Sponsor's ability to offer the Program is contingent on certain approvals and acceptances from electric utilities and electricity grid governing bodies. Should Sponsor fail to obtain such approvals and acceptances, the Program will be terminated, and Participants may not receive any Reward or other compensation.

**Conduct.** By applying for the Program, Participants agree to comply with and be bound by the Agreement and any additional Program information provided to you during the Program. Failure to comply with this Agreement may result in your disqualification from the Program. You further agree to comply with and be bound by the decisions of the Sponsors regarding your eligibility to participate, which are final and binding in all respects. Sponsors reserve the right in their sole discretion to disqualify any Participant they find to be: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating the Agreement, conditions of use, or guidelines of any of our property or service. Any false information

provided within the context of the Program by any Participant is a violation of this Agreement and may result in the immediate disqualification of a Participant and forfeiture of any Reward.

**Privacy Notice.** By participating in the Program, you agree that we can collect your personal information or data and that if we cannot collect the required information or data, you may not be eligible to participate in the Program. Any personal information or data collected during the course of the Program by us will be used only for administering the Program pursuant to this Agreement.

**General Conditions.** This Program is governed by the laws of New York. All federal, state and local laws and regulations apply. The Sponsors are not responsible for any typographical or other error in the printing of the offer or administration of the Program.

**No Recourse to Judicial or Other Procedures.** To the fullest extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with the Program are hereby excluded, and you expressly waive any and all such rights. Note, such waiver is not enforceable in all jurisdictions.

**LIMITATIONS OF LIABILITY:** PARTICIPANTS ASSUME ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSORS 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 RULES INCLUDING WITHOUT LIMITATION RESULTING FROM OR IN RELATION TO ANY BREACH, NON-OBSERVANCE, ACT OR OMISSION WHETHER NEGLIGENT OR OTHERWISE, PURSUANT TO THESE RULES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSORS, THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND ASSIGNS HARMLESS FOR 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 SPONSORS' NEGLIGENCE OR BREACH OF CONTRACT; OR (2) SPONSORS' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT, SPONSORS 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.

**Third Parties.** The Sponsors are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, and/or claiming a prize or Reward in the Program.

**Severability.** If any provision(s) of this Agreement are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.