

RESIDENTIAL SMART THERMOSTAT DEMAND RESPONSE PROGRAM
CUSTOMER PARTICIPATION AGREEMENT

Customer agrees to enter into this Participation Agreement (the “**Agreement**”) with CLEAResult Consulting Inc. (“**CLEAResult**”), to participate in the Residential Smart Thermostat Demand Response Program (collectively, the “**Program**”) funded by Dominion Energy Virginia (collectively, “**Dominion Energy**”). CLEAResult and Customer may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” The Parties acknowledge and agree that each respective state regulatory governing body (collectively, the “**PUC**”), Dominion Energy, and the third-party Program contractor and/or device providers 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.** To be eligible, Customer must be a Dominion Energy customer with an operational Google Nest, ecobee, Honeywell, or Sensi (each, a “**Vendor**”) thermostat (“**Device**”) installed at Customer’s residence. CLEAResult may request verification of eligibility requirements at any time. 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 Dominion Energy. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Dominion Energy.
2. **Access and Participation.** Customer must agree to provide Dominion Energy, CLEAResult, Vendor, and each of their respective affiliates, directors, officers, and employees (the “**Sponsor Parties**”) access to collect, exchange, and retain personally identifiable information, Dominion Energy account number, meter number, service address, and energy usages data for the purpose of verifying Customer eligibility, administering the Program, troubleshooting and resolving any connectivity or other Device 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. **Events.** Customer agrees to allow Sponsor Parties to automatically signal Customer’s Device to adjust operation (each such adjustment, an “**Event**”). Events may occur at any time and will adjust mode of operation, Device mode, setpoint, or other settings, as applicable, with the intent of impacting energy usage. The Event may occur even if the Device is in hold mode. Customer may opt out of a current or future Event by directly adjusting the Device. Events will comply with the following parameters:
 - a. No more than 60 Events per twelve (12) month period
 - b. No more than 1 Event per day except for grid emergencies
 - c. Event duration from 1 to 4 hours
 - d. No more than 4 degrees adjustment to Device setpoint during an Event, excluding pre-heating or pre-cooling
4. **Rebate.** Customer may receive the following reward for participation: \$25.00 for each newly enrolled Device & \$25.00 after the twelfth (12) month anniversary of Customer’s enrollment and participation in the Program Only one thermostat per customer account is eligible for a rebate. Customer acknowledges that rewards will be offered only if Customer and Device meet the Program requirements, including participation in at least 75 percent of the Events called during the prior twelve (12) months. Customer understands that rewards committed to Customer may be withheld if Customer or Device is proven ineligible or does not comply with the requirements set forth by the Program.
5. **Termination.** CLEAResult 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 DominionSmartTDR@service.clearesult.com Notwithstanding termination of this Agreement and/or Customer’s participation in the Program, Customer retains any payment obligations to the Vendor with respect to the Device.
6. **Auditing, Monitoring, and Verification.** Customer also agrees to allow CLEAResult, Vendors, and Dominion Energy to access data from its participating Devices 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 CLEAResult, Vendors, and Dominion Energy, 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.

7. **Confidentiality.** Customer authorizes Dominion Energy, CLEAResult, and Vendors, 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 Devices 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 CLEAResult 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:

Dominion Energy Privacy Policy at [dominionenergy.com/privacy](https://www.dominionenergy.com/privacy)

Vendor Privacy Policies at:

- Google Nest / Renew Home: <https://legal.renewhome.com/privacy-policy>
- ecobee: <https://www.ecobee.com/en-us/privacy-policy/>
- Honeywell: <https://www.resideo.com/us/en/corporate/legal/privacy/english>
- Sensi: <https://www.copeland.com/en-us/privacy-notice>

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

8. **No Warranty.** CLEAResult, Dominion Energy, and the PUC make no representations or warranties, and assume no liability with respect to quality, safety, performance, or other aspect of any device 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 Dominion Energy nor CLEAResult 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 PUC, Dominion Energy, and CLEAResult 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 device or any event. Neither the PUC, Dominion Energy, nor CLEAResult 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 law of the States of Virginia, 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 CLEAResult. CLEAResult 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 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"]