PROGRAM TERMS AND CONDITIONS

Welcome to the **Eversource ConnectedSolutions Program ("Program").** By becoming a Participant of the Program, you may reduce stress on the grid in your utility service area and 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 (1) have installed and operational Wi-Fi thermostats and (2) submit an application to, and have it accepted by the Sponsor and the Program Administrator (as 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 rejected 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. For purposes of clarification, enrollment in the Program does not guarantee Participant a Reward.**

Definitions. In the context of these Terms,

- "**Adjustment Events**" mean times during the Program Period when the DER Vendor will control Participant's Device(s) (on behalf of the Sponsor Parties) to signal the Device to change its mode of operation, change device mode, or other settings, as applicable.
- **"DER Vendor"** means the third-party provider of the Participant's device.
- **"Device"** means your DER Vendor's product, which can be monitored and operated during the Program by DER Vendor's network operations center.
- "**FAA**" means the Federal Arbitration Act.
- "**Participant**" means an applicant that has been accepted into the Program by the Program Administrator and Sponsor.
- "**Program**" means the Eversource ConnectedSolutions Program, or any successor program, as set forth on Program Administrator's website at https://www.eversource.com/content/residential/save-money-energy/energy-efficiencyprograms/demand-response/battery-storage-demand-response.
- "**Program Data**" means data related to your identity, your Adjustment Event opt-in or optout status, your energy usage and/or energy production, your Program Administrator account, your utility bill, and operational data about your Device(s).
- "**Program Period**" means the duration of the applicable Program in which your Device may be dispatched.
- **"Program Administrator"** means Eversource Energy Service Company, as agent for its affiliates.
- "**Reward**" means an incentive payment issued to the customer.
- "**Service**" means the connection between your Device(s) and the DER Vendor platform.
- "**Sponsor**" means EnergyHub, Inc., located at 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217.
- **"Sponsor Parties"** means Sponsor, DER Vendor, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- "**Terms**" means these Program Terms and Conditions, and the Program Administrator's state specific terms and conditions available at

https://www.eversource.com/content/residential/about/terms-and-conditions at the time of your enrollment, which are incorporated herein.

About the Program. Applicants whose applications to participate in the Program are submitted by the enrollment deadline and accepted by the Program Administrator (**"Participants", "you", and "your"**) and who fully comply with these Terms may receive one or more incentives, as set forth below (each, a **"Reward"**), to be provided to you by Program Administrator following the conclusion of the Program term. To receive the Reward, you must be accepted as a Participant by the Sponsor and Program Administrator, follow the applicable requirements for such Reward, and your participation must not be withdrawn or terminated.

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 Program Data indefinitely, or to the extent permitted by law, for the purposes described herein, including determining your eligibility for the Program and operating the Program; (2) review and analyze all of 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, but excluding any personally identifiable information, provided that they treat all such Program Data in accordance with their respective privacy policies; (3) automatically signal your Devices to take part in Adjustment Events for this Program or for general system testing purposes; (4) send you emails, text messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; (5) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Sponsor Parties; (6) retain all of your Program Data indefinitely or to the extent permitted by law for record keeping 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 at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the DER Vendor platform ("Service") and compatible with the Program design;
- 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; and
- Have an active utility account with your Program Administrator.

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

Program Description. Participant agrees to allow DER Vendor, on behalf of the Sponsor Parties, to control the Participant's Devices during the Program 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, 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.

How to Apply. You can apply to participate in the Program through your DER Vendor mobile app, vendor website or at the Program enrollment website found here: www.eversource.com. The Sponsor Parties may accept or reject your application in their sole discretion.

How to Withdraw. Once you are accepted as a Participant in the Program, you may withdraw 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 Program in the future, or participate in other programs offered by Sponsor.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrator. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. Further, Sponsor's ability to offer the Program 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 Program will be terminated along with the Reward. In the event of such termination, DER Vendor may provide notice to you by email, and Sponsor may provide notice at www.energyhub.com. Termination of the Program 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 Program and Reward at any time and without liability to the Sponsor Parties upon notice to you via email in the event that (1) you violate these Terms or applicable law, (2) you do not comply with any reasonable request from any Sponsor Party in connection with this Program, (3) your Program Administrator declares you ineligible for the Program, (4) your account with Sponsor or DER Vendor is no longer in good standing, or (5) you do not maintain a continuous connection between your enrolled Device(s) and the Service. Further, if you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect and exchange your personal information or data and that if they are unable to collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will collect, use, and administer your personal information and usage data consistent with these Terms and Sponsor's then-current privacy policies located at http://www.energyhub.com/privacy-policy and Program Administrator's then-current privacy policy located at https://www.eversource.com/content/residential/about/privacy-policy.

Changes in Your Utility Costs. Sponsor is 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 while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

Rights to Environmental Attributes

Reporting Rights. Sponsor shall have the exclusive right to report and register ownership of such Environmental Attributes in compliance with federal, state, or local laws and regulations, or any registry or certification body, system, agency, authority, or other party, and any present or future federal, state, or local law or regulation, or domestic or international emissions trading program,

including for programs (e.g. Clean Peak Energy Standard) where Participant has the option to report and register themselves.

Marketing Claims. Sponsor shall have the exclusive right to make all claims as to all Environmental Attributes associated with the operation or maintenance of the Service. Sponsor shall have the right to market and sell the Environmental Attributes without any duty of accounting or obligation to share proceeds with Participant.

Participant Representations and Warranties.

a. Participant represents and warrants that Participant has not, under any Environmental Attribute certifying body or otherwise, sold to any other person or entity, retired for its own benefit, or represented as part of any energy sale the Environmental Attributes associated with the Service under this Agreement.

b. Participant represents and warrants that all rights, title, and interest in the Environmental Attributes are free and clear of all liens, taxes, claims, security interests, or other incumbrances of any kind whatsoever.

Cooperation. Participant shall take all actions as are reasonably requested by Sponsor to give effect to this Section and to ensure that Sponsor is recorded as the owner of and entitled to any reporting rights or other benefits accruing from, any Environmental Attributes.

Purchase Option. Environmental Attributes may only be purchased by Participant, if at all, pursuant to a separate transaction entered into by Sponsor and Participant for the purchase and sale of such Environmental Attributes.

Violation of Marketing Claims. If Sponsor determines that Participant or any third-party has made a statement, claim, or other communication that could reasonably be expected to adversely affect the right of Sponsor or any other subsequent purchaser of the Environmental Attributes to claim the exclusive ownership of or reporting rights of the Environmental Attributes associated with the Service, Participant shall take such commercially reasonable actions as may be necessary or that Sponsor may reasonably request in order to retract or otherwise correct such statement, claim, or other communication or to cause such statement, claim, or other communication to be retracted or otherwise corrected, as applicable.

General Conditions. This Program is governed by the laws of the State of New York 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 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

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 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 and Program Administrator 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 any of 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 waiving 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 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 New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. The Sponsor Parties 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 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 (including about the Rewards) are available on the respective state's Eversource ConnectedSolutions Program Webpage below.

Connecticut

Massachusetts

New Hampshire

As referenced above, your participation in the Program is also subject to the Program Administrator's specific Program terms in effect at the time of enrollment. EnergyHub contact information for the program is: eversource@energyhub.com.

_____ Customer Signature

_____ Customer Name

_____ Date

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