



Portland General Electric Energy Partner Smart Thermostat Terms & Conditions

SCHEDULE 25 TERMS AND CONDITIONS

Nonresidential Direct Load Control Pilot

Last Revised Date: May 07, 2026

By acknowledging this Nonresidential Direct Load Control Pilot Program Agreement (“Agreement”), Participant is electing to participate in PGE’s Nonresidential Direct Load Control Pilot Program (“Program”). The terms and conditions of Schedule 25 – Nonresidential Direct Load Control Pilot (the “Schedule”) of PGE’s Retail Tariff (the “Tariff”), as filed and approved by the Oregon Public Utility Commission (“OPUC”), apply to this Agreement. This Agreement is intended to supplement the Schedule and shall not replace the Schedule. All capitalized terms not otherwise defined in this Agreement shall have the same meanings given to them in the Schedule. By acknowledging these Schedule 25 Terms and Conditions, Participant acknowledges that Participant has read, understands, and agrees to these Schedule 25 Terms and Conditions.

Pursuant to the terms and conditions of the Schedule, Participant and PGE agree to the following:

1. Eligibility. The Program is only available to nonresidential PGE customers. Participants must have a Network Meter. Participants, at their expense, must have a Qualified Thermostat connected to the internet and their heating or cooling system, which shall remain connected for the duration of the PGE

Program. To participate in the Winter Event Season, the Participant must have a Ducted Heat Pump or Electric Forced Air Heating. To participate in the Summer Event Season, the Participant must have Central Air Conditioning or a Ducted Heat Pump.

1. Participants that reenroll in the Program are not eligible for a second payment for signing up. A Participant continuing service at a new location is not considered a new enrollment.
2. If the participating Participant relocates to a different location, they may continue their participation in the Program, provided that the new location meets the eligibility requirements.

2. Events. Direct Load Control Events occur for one to five hours. PGE may call two events per day but will not exceed five cumulative hours for the day. During Direct Load Control Events the Participant may allow PGE to control their thermostat for the duration of the event. The Participant has the option not to participate by overriding the temperature setpoint via the thermostat. PGE initiates Direct Load Control Events with Event Notification. PGE will call Direct Load Control Events only during the Event Seasons. Direct Load Control Events will not be called on Holidays. Reasons for calling events may include but are not limited to: energy load forecasted to be in the top 1% of annual load hours, forecasted temperature above 90 or below 32, expected high generation heat rates and market power prices, and/or forecasted low or transitioning wind generation. PGE will call no more than 150 event hours per Event Season.

1. Identified Holidays are: New Year's Day (January 1), Martin Luther King Jr. Day (third Monday in January), President's Day (third Monday in February), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). If a holiday falls on a Saturday, the preceding Friday will be designated the holiday. If a holiday falls on a Sunday, the following Monday will be designated the holiday.

3. Incentives. Pursuant to the Participant Participation Options section of the Schedule, PGE will identify which Participants will participate in the Program during the Summer and/or Winter Event Seasons.

1. The participation incentive is provided solely by PGE.
2. PGE will apply a \$100 per thermostat sign-up incentive to eligible Participants who complete the enrollment process. Participants can expect to receive a sign-up incentive check between 8-12 weeks from the completion of enrollment.
3. Participants receive up to \$60 per Qualified Site for each Event Season they participate.
4. To participate in the Summer Event Season, Participant must have central air conditioning or a ducted heat pump.
5. To participate in the Winter Event Season, Participant must have a ducted heat pump or a forced air furnace.
6. A Participant participating in all Event Seasons receives up to \$120 per Qualified Site per Pilot year.
7. To receive payment for an Event Season, all Qualified Thermostats at the Qualified Site must participate in at least 50% of the event hours for which the Participant is eligible to participate in for that Event Season.
8. The incentive payment shall be made to Participant no later than 60 days after the end of the Event Season in which Participant participated.
9. PGE may offer alternative incentive structures in lieu of the incentives described above. Participants participating in alternative incentive structures, such as a free Wi-Fi thermostat program or PGE's Direct Install channel, may not be eligible for the same incentives as described above.

4. Information Collection and Sharing. Participant agrees that:

1. PGE may use third-party service providers to help with the administration of the Program and PGE may provide information to its service providers for said purposes. PGE may send Participant emails, text/SMS and other notifications related to the Program, including notifications about enrollment status, Program-related adjustments to thermostat settings, and the fulfillment of incentives.

2. PGE or its service provider may collect certain information related to Participant's participation in the Program and use such information as described herein. Such information may include, but is not limited to, general energy usage and associated account and billing data (such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, and rate information), Participant name, email address, service address, PGE account number, appliance serial number, activation date, runtime data, set-points, state of charge, and related details. PGE will use the information to: (a) operate, administer, market, evaluate, analyze, change, or improve the Program and its utility service, (b) prepare and present general, aggregated, or anonymized results and information about the Program to third parties, including governmental entities such as the electricity system regulatory bodies, and (c) inform the development and creation of utility programs and load planning. PGE may also use and publish information regarding Participant's participation in the Program so long as the information is presented in an anonymized format. PGE will collect the information Participant provides on the Program application and any surveys or other Program evaluations that Participant chooses to complete and submit during participation in the Program. Collected information will be retained by PGE for an indefinite amount of time.

3. If PGE cannot collect the required information, Participant may not be eligible to participate in the Program.

5. Term; Termination. The term of this Agreement shall commence on the Participant's acknowledgment of this Agreement and shall remain effective until: (a) terminated in accordance with the terms and conditions of the Schedule; (b) the Schedule is withdrawn or otherwise ceases to exist; or (c) based on the prescribed terms below.

1. PGE reserves the right to unilaterally remove any Participant from the Program based upon level of participation (such as being offline for prolonged periods or for lack of participation) or for any other reason without liability or penalty. A notice will be sent to Participant after they have been removed from the Program.

2. Participant is not required to participate in the Program and may opt-out of the Program at any time by contacting energypartnerthermostat@pgn.com.

3. This Agreement may be altered, changed, modified, or assigned by PGE at any time with or without notice to Participant.

Incentives available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE's sole discretion with or without notice to Participant. Participant's continued participation in the Program constitutes Participant's acceptance of any and all such changes, replacements, assignments, or terminations.

4. In the event that the incentive amount changes during the course of the Program, the application postmark date will be used to determine equipment eligibility and incentive amount.

6. No Warranty. PGE MAKES NO REPRESENTATIONS OR WARRANTIES, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF ANY QUALIFIED THERMOSTAT(S) INSTALLED PURSUANT TO THIS AGREEMENT OR THE PROGRAM AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR

LIABILITY. PGE SHALL NOT BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES WHERE THE QUALIFIED THERMOSTAT(S) ARE INSTALLED THAT FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

7. Limitation of Liability. IN NO EVENT SHALL PGE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PGE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of law rules.

9. Successors and Assigns. Participant may not assign this Agreement without the written consent of PGE, which such consent shall not be unreasonably withheld. This Agreement shall apply to all permitted successors and assigns of Participant.

10. Waivers; Modifications. No waiver of any provision of this Agreement shall be valid unless made in writing signed by the waiving party, and no such waiver shall be deemed a waiver of compliance with any other provision of this Agreement. This Agreement is subject to all applicable Tariff revisions and lawful orders of the OPUC. Other than modifications that result in revisions approved by the OPUC in the applicable Tariff provisions referenced and incorporated herein, no modification of this Agreement shall be valid unless made in writing and signed by both parties.

11. Entire Agreement. This Agreement, along with the underlying Schedule and Tariff, supersedes and replaces any other agreements between the parties relating to the subject matter herein and shall constitute the entire agreement between the parties relating to the subject matter herein.

12. Use of Third-Party Contractor. PGE may engage a third-party contractor to perform any of the activities described in this Agreement. The

parties agree that such third-party contractor shall be a third-party beneficiary to PGE's rights, as applicable to those activities, under this Agreement.

As of the Effective Date, the Program Administrator is EnergyHub Inc. a New York corporation, having a place of business at, 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217. By agreeing to this Agreement, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://www.energyhub.com/terms> and <https://www.energyhub.com/privacy-policy> (respectively) (respectively) or such other location as notified by the Program Administrator on its website. Participant agrees that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or the Participant's consent. As between Participant and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the PGE Program (including, for the avoidance of doubt, as regards limitations and exclusions of liability as well as data usage rights, retention and consents) and in the event of a conflict or inconsistency between these PGE Terms & Conditions and such EULA and/or Privacy Policy, as between the Participant and the Program Administrator such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency. PGE may change its Program Administrator at any time without notice.

13. Participant Representation. Participant represents and warrants that it has all requisite authority, including (to the extent applicable) having all necessary consents or approvals from the landlord of the site or building associated with the enrolled service point(s), to install the Qualified Thermostat(s) or to make modifications to the site or building associated with the enrolled service point(s) that are required to accommodate the installation of the Qualified Thermostat(s).

14. Use of Participant Name. Participant agrees that PGE may use Participant's name, noted above, in promotional material, including but not limited to print advertising, in connection with PGE's demand response programs.