SMART ENERGY PROGRAM TERMS AND CONDITIONS

FOR CUSTOMERS OF SOUTHERN CALIFORNIA EDISON (SCE) PARTICIPATING IN SCE'S SMART ENERGY PROGRAM THROUGH ENERGYHUB, INC.

Welcome to the Smart Energy Program ("Program"). By becoming a Participant of the Program, you may reduce stress on the grid in your 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").**

Definitions. For the purposes of these Terms, the following definitions apply:

- **"Adjustment Events"** mean times during the Program Period when the DER Vendor will control Participant's Device(s) to signal the Device to change device mode, setpoint by up to 4 degrees, or other settings, as applicable.
- **"DER Vendor"** means Google Nest.
- **"Device"** means your DER Vendor thermostat 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 who has been accepted into the Program.
- **"Program"** means the Smart Energy Program, a Demand Response ("DR") program offered by Southern California Edison Company ("SCE") to qualifying customers, as authorized by the California Public Utilities Commission. Participants in the Program receive credits on their SCE bills in exchange for allowing their "smart" thermostats to be remotely adjusted during Program events in order to lower demand on the electric grid.
- **"Program Administrator"** means EnergyHub, Inc., 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217. Program Administrator may be compensated by SCE for your participation in the Program.
- **"Program Data"** means data related to your identity, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Utility account and bill, and operational data about your Device(s).
- **"Reward"** means the incentive(s) authorized for the Program by the California Public Utilities Commission. The Reward amount shall be posted on the program website available here: www.sce.com/sep
- **"Service"** means the connection between your Device(s) and the DER Vendor platform.
- **"Sponsor Parties"** means Utility, 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.
- **"Utility"** means Southern California Edison (SCE).

To become a Participant in the Program, you must submit an application to, and have it accepted by, both the Utility and the Program Administrator. You must have an installed and operational DER Vendor thermostat to participate in this Program.

Binding Agreement. By applying to 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 Parties; 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 Utility and the Program Administrator regarding your eligibility to participate are final and binding in all respects.

At the sole discretion of the Utility and/or the Program Administrator, you may be removed from the Program for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms.

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. Participants who fully comply with these Terms will receive a Reward.

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 California law, privacy requirements issued by the California Public Utilities Commission, and these Terms. The privacy rules applicable to Southern California Edison, its contractors and vendors, and all other third-parties that access protected customer data, are reflected in SCE Tariff Rule 25, available at https://www.sce.com/regulatory/tariff-books. Program Administrator's privacy policy is located at: http://www.energyhub.com/privacy-policy

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect, review, analyze, exchange, and retain Program Data as permitted by applicable California privacy law and regulations in order to administer and improve the Program; 2) automatically signal your Devices to take part in Adjustment Events for this Program or for general system testing purposes; 3) send you emails, text messages and other notifications related to the Program, including about your enrollment status, Program-related adjustments to your Devices, and surveys about the Program, and to share your responses to such surveys among the Sponsor Parties; and 4) 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.

Participants also agree that 1) Utility has the discretion to change the Program Administrator at any time without notice to or consent from Participants, and Participants agree to be transferred to any new administrator selected to administer the Program, and 2) the Program may be suspended or discontinued at any time if no longer authorized by the California Public Utilities Commission.

Eligibility and Enrollment. Participation in the Program is contingent on a customer meeting the following eligibility criteria:

- Be at least 18 years of age;

- Have one or more Devices that are compatible with and connected to the 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. Thermostats offline for 30 or more consecutive days during the months of April through October may be removed from the program;
- Assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- Have an active account with the Utility.
- Have an eligible Edison SmartConnect® meter;
- Receive service under SCE rate schedule D, D-CARE, D-FERA, TOU-D, TOU-D-T, TOU-GS-1, TOU-GS-2, TOU-GS-1-RTP or TOU-GS-2-RTP;
- Register the use of a minimum of 1.5 kWh, one hour before or after the energy event at least once in a calendar year to remain eligible to participate in the Program.
- In addition, you must not be enrolled in any of the following programs, rate schedules, rate options, or services:
    - Base Interruptible Program
    - Capacity Bidding Program Elect
    - Critical Peak Pricing
    - Demand Response programs or rates offered by Non-Utility Demand Response Service Providers
    - Domestic Multiple
    - Domestic Multiple Service 1
    - Domestic Multiple Service 2
    - Domestic Multiple Service 3
    - Medical Baseline Allocation for air conditioning
    - Summer Discount Plan

Any additional Devices installed as part of your Utility system at your service address will be automatically enrolled in the Program and may also participate in Adjustment Events, as described below. Rewards will be provided pursuant to the terms of the Program as approved by the California Public Utilities Commission, and the automatic enrollment of additional Devices may not result in additional Rewards.

Reward. The Reward includes two components: (1) a one-time sign-up bonus, and (2) a seasonal bill credit.

(1) Sign-Up Bonus: SCE offers a one-time sign-up bonus of $75 to Participants who enroll in the Program. The sign-up bonus is provided to Participants, in the form of a bill credit, following successful enrollment. To qualify for the $75 sign-up bonus, the following conditions apply:

- The sign-up bonus is for new Participants and is only available until funding is exhausted.
- Participants previously enrolled in the Program for the same service account and thermostat will be ineligible for the sign-up bonus.
- If your service account closes or you unenroll from the Program before Utility can process any portion of the sign-up bonus, your sign-up bonus will be cancelled.
- Sign-up bonuses are limited to one per service account and will not exceed $75. Enrolling multiple smart thermostats under the same account will not increase your sign-up bonus amount.
- Participants who have more than one service account (e.g., a second home or business) and enroll in the Program may be eligible for more than one sign-up bonus.
- Utility will not pay a sign-up bonus for a thermostat with the same serial number that has already received a bonus or payment, including payment to a previous owner of the thermostat.
- Participants who received their thermostat at no cost for participating in another SCE program (e.g., the Energy Savings Assistance program) are not eligible for the $75 sign-up bonus.
- The bill credit for the one-time sign-up bonus typically can be processed within two billing cycles.
- In the event that a Sign-Up Bonus is provided in error, SCE reserves the right to debit your account within 90 days of the occurrence to comply with the above conditions.

(2) Seasonal Bill Credit: Participants are also eligible for a seasonal incentive bill credit subject to the following conditions:

- Participants enrolled during the summer months will earn a daily capacity payment of $0.40984 from June 1 through September 30 of each year. Disbursement of the earned bill credits will coincide with Participant's scheduled bill periods throughout the summer.
- If a Participant enrolls in the Program after June 1 or unenrolls prior to September 30, the payment will be prorated, based on the summer season days during which the Participant was actively enrolled in the Program.

Program Period. The Program will run year-round. You may be automatically re-enrolled in subsequent Program Periods, 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. 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. For additional up to date details regarding the Program, visit www.sce.com/sep Participant may opt out of a current or future Adjustment Event at any time by directly adjusting the Device or contacting DER Vendor at https://support.google.com/googlenest/gethelp .

How to Apply. You can apply to participate in the Program through your DER Vendor mobile app or at the program enrollment website found here: www.sce.com/sep. 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 Program Administrator contact email 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 Utility and/or Program Administrator.

Program Termination. The ability of Sponsor Parties to offer the Program is contingent on receiving certain approvals and acceptances from Utility and the California Public Utilities Commission, which authorizes the Program. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful or discontinued, the Program will be terminated along with the Reward. Further, Program Administrator's ability to offer the Program to you is contingent on its 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 Program Administrator 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 upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if Utility declares you ineligible for the Program, if your account with Utility or DER Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Program Administrator 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.

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

General Conditions. This Program is governed by the laws of the State of California 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 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 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 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 Program Administrator whereas 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.

Arbitration. If there is any legal dispute between you and any of the Sponsor Parties, and that dispute is not resolved by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the 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 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 California shall have the sole and exclusive jurisdiction to hear and determine the issue.

No Attorney Fees: By participating in the Program, Participants expressly waive any and all rights to recover attorneys' fees or any other legal costs associated with disputes or litigation arising from or related to their participation in the Program.

Section 1542 Waiver: Participant acknowledges that Section 1542 of the California Civil Code states as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Participant affirms having read and understood Section 1542 of the California Civil Code and hereby expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to Participants' release of any claims under these Terms.

Changes to the Terms. Utility and/or Program Administrator 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 Program Administrator's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Program Administrator, and the other Sponsor Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if each were a party hereto.

Authorization to Receive Participant Information. By submitting this Agreement, Participant also gives Utility and Program Administrator the following permissions:

- I authorize Program Administrator to act as my agent in connection with my participation in "Program". Utility (SCE) will provide the necessary eligibility information including but, but not limited to, name, email address, service address, energy usage, Utility mapping and account numbers back to Program Administrator for enrollment and my continued participation in Program, which may include information regarding my participation on Summer Discount Plan or Medical Baseline or other eligibility related information.
- Utility may retain thermostat details (such as serial number) in accordance with the Utility records retention schedule or for 7.5 years, whichever is longer in order to administer any rebates, rewards or sign-up bonuses.
- Authorization is given for the period commencing with the date of execution until I cancel this authorization, whichever comes first.
- SCE will provide the eligibility information requested above to Program Administrator to the extent available, at no charge to me.
- I declare under penalty of perjury under the laws of the State of California that I am the customer of record for the service account provided.
- I certify that Program Administrator has authority to act on my behalf and request the release of information for the account listed above and perform the specific acts and functions listed above.
- I understand that Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf.
- I authorize Utility to release the confirmation of eligibility on my account to Sponsor Parties who are acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify Utility from any liability, claims, demands, cause of action, damages, or expenses resulting from: 1) any release of information to Program Administrator pursuant to this Authorization; 2) the unauthorized use of this information by Program Administrator and 3) from any actions taken by Program Administrator pursuant to this authorization.
- I understand that I may cancel this authorization at any time by contacting SCE at (800) 655-4555.

Additional Program Details. Additional program details are available at the following website address: www.sce.com/sep. EnergyHub contact information for the program is: sce@energyhub.com. The rules for the Smart Energy Program as approved by the California Public Utilities Commission are stated in SCE Tariff Schedule SEP - Smart Energy Program, available at https://www.sce.com/regulatory/tariff-books.

Entire Agreement: These Terms constitute the entire agreement between Sponsor Parties and a Participant relating to the subject matter hereof and supersede any prior or contemporaneous oral and written agreements and understandings.

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