

PROGRAM TERMS AND CONDITIONS

Welcome to the Smart Savers Ontario Program (“Program”). By becoming a Participant of the Program, you may reduce stress on the grid in your electricity 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”). To become a Participant in the Program, you must (A) be an existing user of the Service (as is defined below) and (B) submit an application to, and have it accepted by, the Sponsor (as is defined below).

The Program allows you to participate in a program for residential customers implemented by EnergyHub, Inc. (“EnergyHub”) using your Google Nest Thermostat. If you are eligible to enroll in the Program, EnergyHub will enroll you in the Program in its sole discretion.

“Participating Utility” means Alectra Utilities.

Binding Agreement. By applying for 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 (as defined below); 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 decision of the Sponsor regarding your eligibility to participate is 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 the Incentive.**

About the Program. Applicants whose applications to participate in the Program are accepted and who fully comply with these Terms may receive the Incentive set forth below (“Incentive”) to be provided to you by Sponsor. To receive the Promotion, you must be accepted as a Participant by the Sponsor and your participation must not be withdrawn or terminated.

Data Transfer. By accepting these Terms & Conditions you agree that your personal information may be transferred to, stored or processed in the United States, and acknowledge that steps will be taken to ensure that your personal information receives a comparable level of protection to that provided in Canada. By participating in the Program, you understand and consent to the transfer of your information to the United States only for the purposes described in these Terms.

Definitions. In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 41 Flatbush Ave., Suite 400A, Brooklyn, NY 11217 USA (“Sponsor”).
- “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, setpoint, or other settings, as applicable.
- “DER Vendor” means the third-party manufacturer or provider of the Participant’s thermostat.
- “Device” means a device that can be monitored and controlled during the Program through the DER Vendor cloud platform or other communications pathway.
- “FAA” means the Federal Arbitration Act.
- “Participant” mean an applicant that has been accepted into the Program by the Program Administrator.
- “Program” means the Smart Savers Ontario 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 Program Administrator account, your electric bill, and operational data about your Device(s).
- **“Program Period”** means the duration of the Program.
- **“Sponsor Parties”** means Sponsor and DER Vendor and their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **“Terms”** means these Program Terms and Conditions.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your address, your e-mail, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Participating Utility account, your electric bill, and operational data about your Devices (collectively, **“Program Data”**), solely for the purposes of 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, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically adjust your Devices, as required by the Program at times indicated by your Participating Utility (as described below) or for general system testing purposes; 4) send you emails, text messages, and other notifications related to the Program and other relevant programs, including about your enrollment status and Program-related adjustments to your Devices. 5) 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.
- Sponsor may accept or reject your application in its sole discretion. You agree to comply with and be bound by the decisions of Sponsor regarding your eligibility to participate, which are final and binding in all respects.

Any additional Devices installed as part of your DER Vendor’s system at your Participating Utility 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 applicable Program offer and the automatic enrollment of additional Devices may not result in additional Rewards.

Incentive(s). By enrolling in the Program, you may be eligible to be entered into the “EnergyHub \$5,000 Smart Savers Rewards Promotion” (the **“Promotion”**) subject to the Official Rules available [here](#) (the **“Promotion Rules”**). If you are eligible to be entered into the Promotion, following your enrollment in the Program and completion of your first Full Event (as defined in the Promotion Rules), EnergyHub will enter you into the Promotion.

The Promotion is provided solely by EnergyHub. DER Vendor bears no responsibility for the Promotion. You acknowledge that DER Vendor is facilitating your ability to enter into the Promotion, but DER Vendor is not providing you any compensation or other financial benefit, and your

permissions to DER Vendor are not contingent on EnergyHub entering you into the Promotion. DER Vendor makes no promise that you will be entered into the Promotion by EnergyHub. EnergyHub reserves the right to seek further information to verify your eligibility for entry into the Promotion.

Program Period. The Summer Program will run from May 1 through October 31 of the program year (the “**Program Period**”). You may be automatically re-enrolled in subsequent Program Periods at Sponsor’s discretion, subject to the then-current Terms for the Program.

Program Description. Participant agrees to allow 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 to the Device to change device mode, setpoint, or other settings, as applicable. For Devices that allow for temperature control, Adjustment Events may include or be preceded by “pre-cool” or “pre-heat” periods, wherein the then-current or scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. 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 an Adjustment Event at any time directly by adjusting his/her/their Device.

How To Apply. You can apply to participate in the Program through your DER Vendor mobile app or at the Program [enrollment website](#). Sponsor may accept or reject your application in its sole discretion.

How To Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing the Sponsor at SmartSaversOntario@energyhub.com or calling your DER Vendor. 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 your Participating Utility. 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.

Disqualification. Participant agrees to comply with all laws, rules, regulations and orders of any governmental authority applicable to Participant’s participation in the Program. Sponsor 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 your Participating Utility declares you ineligible for the Program, if your account with 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, Sponsor may terminate your participation in the Program without liability and without notice.

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 these Terms and each company’s then-current privacy policy. Sponsor’s privacy policy is located at: <http://www.energyhub.com/privacy-policy>.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity 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.

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) AND PARTICIPATING UTILITY 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) AND PARTICIPATING UTILITY 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 PARTICIPATING UTILITY (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' AND PARTICIPATING UTILITY'S FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES AND PARTICIPATING UTILITY (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 may assign these Terms to any third party. Neither the Sponsor Parties nor Participating Utility are 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.

Dispute Resolution. Should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of these Terms, the provincial court located in Toronto, Ontario shall have the sole and exclusive jurisdiction to hear and determine the issue.

Promotional Messages. If you would no longer like to receive information, newsletters or other messages from us, please click the link at the bottom of any such email you receive from us and follow the instructions, or alternatively you may contact us SmartSaversOntario@energyhub.com with the word “UNSUBSCRIBE” or “REMOVE” in the subject line. Please allow us a reasonable period of time in order to satisfy your request, as some promotions may already be in process.

Changes to the Terms. Sponsor 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 DER Vendor’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 are available at the following website address: <https://enrollmythermostat.com/faqs/smartsavers-on/>. EnergyHub contact information for the program is: smartsaversontario@energyhub.com.