

GridSavvy Rewards Smart Devices: Smart Thermostat Terms and Conditions

Participation in Sonoma Clean Power (“SCP”) GridSavvy Rewards is legally bound by the following terms and conditions, including applicable Program option terms and conditions. These terms and conditions do not alter any other terms for other programs or services the participating customers receive from SCP. Participating customers agree to comply with these terms and conditions and certify that they are eligible to participate in the program.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in GridSavvy Rewards and receive energy savings payments, equipment incentives and equipment discounts, and bill credits. Participating Customers must have a PG&E SmartMeter™, have utility-provided time-based metering, and must not enroll in another demand response program outside the GridSavvy Rewards Program options.
2. SCP’s GridSavvy Rewards (“Program”) compensates Customers for reducing energy use during specific times of year and day. SCP determines the times of these periods of energy use reduction and will notify the Customer of these events (“Energy Saving Event”). The duration and frequency of Energy Saving Events vary by Program option.
 - a. SCP, or designated Service Provider or agent, issues Energy Saving Event notifications through a signal directly to Equipment. The signal will communicate with the Equipment to reduce energy during Energy Saving Events. Customer may override Energy Saving Events at any time by adjusting their Equipment controls.
 - b. Energy Saving Events are determined at SCP’s discretion, last up to 4 hours in duration, and can occur on non-holiday weekdays and weekends between 6 a.m. and 9 p.m. Energy Saving Events will occur no more than once per day, three (3) times per week, and 80 hours each year from May 1 through October 31.
 - c. Additional Flex Alert Energy Saving Events (also “critical events”) may be issued in response to a Flex Alert requested by the California Independent System Operator (CAISO). A Flex Alert is issued when electricity demand is anticipated to exceed the supply which can cause stress to the electricity grid and affect grid reliability. These events may last up to 4 hours and happen any day and over consecutive days, which exceed the typical event thresholds defined for Energy Saving Events.
 - d. For Google Nest Thermostats, Customer acknowledges that they must also agree to the Google Rush Hour Rewards terms and conditions.
3. Customers enrolled in GridSavvy Rewards Smart Devices (Smart Thermostat) may participate in other GridSavvy Rewards Program options at the same time. See the SCP GridSavvy Rewards website <https://sonomacleanpower.org/gridsavvy-rewards> to view all Program options. For Customers also participating in GridSavvy Rewards Alerts, Reward Payments received will be less any monthly Bill Credits received from another Program option.

4. Eligible GridSavvy Rewards Equipment “Equipment” may be purchased on the SCP GridSavvy Rewards webstore located at www.shopgridsavvy.store. Eligible devices may be added or removed from the webstore at the sole discretion of SCP.
5. A Customer may already own an eligible piece of Equipment (not purchased through SCP), which they may enroll in GridSavvy Rewards Smart Devices (Smart Thermostat) to earn Bill Credits. Devices purchased outside of the SCP GridSavvy Rewards webstore are not eligible for any Equipment Incentives and Discounts and eligibility to participate may be changed or removed at any time. Eligible Equipment will be listed on the GridSavvy Rewards website <https://sonomacleanpower.org/smart-thermostats>.
6. Upon confirmation of the Customer approving the GridSavvy Rewards Participation Agreement, any required manufacturer agreements, and enrolling in GridSavvy Rewards, SCP will issue the Customer an ongoing Bill Credit so long as the terms and conditions of the program are met. Depending on billing cycles, it may take up to 3 months for the Bill Credit to be applied.
7. If the Customer purchases the thermostat through the SCP GridSavvy Rewards webstore, a point-of-sale (POS) discount may be applied, and the Customer is responsible for paying the remaining amount due for the thermostat plus shipping and tax.
8. An enrollment incentive may be issued based on the sole discretion of SCP as a Bill Credit or a check sent to the Customer’s mailing address if the Customer enrolls an eligible, existing smart device in GridSavvy Rewards Smart Devices (Smart Thermostat) Program option. Customers who purchased devices through the webstore or received Equipment Incentives are not eligible to also receive an enrollment incentive.
9. To participate in GridSavvy Rewards Smart Devices (Smart Thermostat), a Customer must have central air conditioning. SCP reserves the right to verify installed equipment to maintain Customer enrollment in GridSavvy Rewards.
10. To participate in GridSavvy Rewards, a Customer must install or access the required manufacturer software or app on their mobile device.
11. If participating in GridSavvy Rewards with a Nest thermostat, the Customer understands that they will be participating in Google Nest [Rush Hour Rewards](https://sonomacleanpower.org/gridsavvy-rewards) demand response events that automatically adjust heating and cooling schedules during the Google Nest Rush Hour Rewards events. For more information on how events will be communicated and can be overridden, see the Program FAQs at: <https://sonomacleanpower.org/gridsavvy-rewards>.
12. Restrictions. In connection with Customer’s participation in GridSavvy Rewards, Customer agrees that they will not:
 - a. Use the Program for any unlawful purpose;

- b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
- c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, Service Providers, and agents;
- d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
- f. Decompile, reverse engineer, or otherwise attempt to obtain the source code, underlying ideas, or information relating to the Program.

A violation of any of the foregoing is grounds for termination of a Customer's right to use or access the Program.

- 13. Equipment Discounts and Incentive Payments are available while program funds and Equipment inventories last.
- 14. The Customer is solely responsible for Equipment installation and installation costs.
- 15. For information regarding returns or manufacturer warranty repairs/replacements associated with Equipment ordered through SCP, please contact info@sonomacleanpower.org. SCP follows the product manufacturer's return and warranty policies, which are subject to change. SCP does not manufacture any of the Equipment, makes no representations, guarantees, or warranties, express or implied, about the Equipment, and is not responsible for the performance of the Equipment. SCP is not responsible for repairs/replacements for Equipment sold or purchased from outside the SCP website.
- 16. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments or Discounts already issued for any Equipment installed outside of the SCP electric account service address or for any Customers deemed to be violating the terms, conditions, and restrictions of the program.
- 17. SCP does not manufacture any of the Equipment, makes no representations, guarantees, or warranties about the Equipment, and is not responsible for the performance of the Equipment.
- 18. It is the Customer's sole responsibility to determine the suitability of any Equipment to their needs and to ensure that they understand the limitations of any warranty or guarantee provided by the manufacturer.
- 19. Limitation of Liability. Participation in Program options by Customer may require Customer to install or use equipment such as Internet-connected thermostats. Customer understands and agrees that SCP does not guarantee or warranty any such equipment and shall have no liability to Customer or any third party for any property damage or personal injury, including death, arising out of Customer's ownership or use of such equipment. SCP, nor any of its members, implementer, employees, Service Providers, or agents, are or will be, responsible

or liable to the participating customers or any third party for any indirect, incidental, consequential, special, exemplary, punitive, or other damages (including, without limitation, damages for loss of business, loss of data, or lost profits) arising out of or relating in any way to the GridSavvy Rewards program. SCP and its members, employees, Service Providers, and agents shall have no liability for, and are released from liability from any and all damages resulting from the Customer's installation, use, and program performance of the Equipment provided.

SCP disclaims all warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement. SCP explicitly makes no endorsements, representations, guarantees, or warranties, express or implied, about the effectiveness or performance of participating contractors, or the suitability or performance of equipment. It is the Customer's sole responsibility to determine whether a contractor or equipment is suitable for their project.

20. In no way does this release the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.
21. Enrollment and participation in GridSavvy Rewards requires the Customer to agree to the Sonoma Clean Power – GridSavvy Rewards Participation Agreement. More information is available in the Sonoma Clean Power– GridSavvy Rewards Participation Agreement and FAQs at <https://sonomacleanpower.org/smart-thermostats>.
22. Equipment Incentives, Equipment Discounts, Bill Credits, and Reward Payments are subject to change.
 - a. Equipment Discounts are applied at the time of sale for eligible Equipment purchased through SCP's GridSavvy Rewards webstore.
 - b. Enrollment Incentives are available to Customers enrolling an eligible device in GridSavvy Rewards.
 - c. Bill Credits are available for Customers who enroll in GridSavvy Rewards and allow SCP, or SCP's designated Service Provider or agent, to directly control their Equipment in response to Energy Saving Events. Bill Credits will appear on the Customer's monthly electricity bill in accordance with the Customer's chosen Program option(s).
 - i. The Bill Credit is applied monthly.
 - ii. The Bill Credit for GridSavvy Rewards participation is a fixed value, regardless of the number and type of Equipment that are enrolled in the Program.
23. SCP GridSavvy Rewards terms and conditions are subject to change without prior notice. GridSavvy Rewards participants will be notified via email within ten (10) days of any updates to the Program terms and conditions. Customer is responsible for notifying SCP of any changes to Customer's current email address to assure timely receipt of Program communication and changes to the Program terms & conditions. Any updates to GridSavvy

Rewards terms and conditions will also be available on the SCP GridSavvy Rewards website <https://sonomacleanpower.org/gridsavvy-rewards>.

24. **Collection and Use of Customer Data.** By participating in GridSavvy Rewards, the Customer authorizes SCP to share certain information and customer data with the Service Providers, about their Equipment, energy usage, and associated account and billing data. All Service Providers are required to sign non-disclosure agreements and held to California Public Utilities Commission Decision 12-08-045 for customer privacy protections. This data is used to verify that Customers are eligible to participate in the GridSavvy Rewards program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of Customer data in compliance with its privacy policy. Customer agrees to provide access to its data during the entirety of the Customer's participation in a Sonoma Clean Power Program option.
25. **Assignment.** This Agreement is personal to Customer. Customer may not assign or transfer rights or delegate obligations under this Agreement without notice to and written approval of SCP, which may be approved or denied solely at the discretion of SCP. SCP may assign all or any portion of the Agreement to a Service Provider.
26. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless SCP from any claims for personal injury or property damage arising out of the use or ownership of such equipment.
27. **Severability.** If any terms or conditions herein are determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.
28. **Waiver.** No waiver of any term or condition, whether by conduct or otherwise, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition herein. No waiver shall be binding unless executed in writing by SCP.
29. **Force Majeure.** Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event).
30. **Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Sonoma County, without reference to its principles on conflicts of laws. Customer agrees that, regardless of any statute or law to the contrary, it must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.
31. For more information, please contact SCP by email at info@sonomacleanpower.org.



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