

Smart Grid Test Bed Collaboration

Residential Smart Thermostat Offer

Terms & Conditions

Last Revised Date: December 1, 2023

These Terms & Conditions govern Portland General Electric Company's ("PGE") Flexible Feeder / Smart Grid Test Bed Collaboration Study (the "Study"). By submitting the Smart Grid Test Bed Collaboration Residential Thermostat Study application, Participant acknowledges that Participant has read, understands, and agrees to these PGE Terms & Conditions.

Eligibility Requirements

To be eligible to participate in the Smart Grid Test Bed Collaboration Residential Thermostat Study, Participant must adhere to the following conditions for the duration of the Study and at Participant's sole expense:

- Be a residential PGE customer with an active utility account.
- Live within the stated boundary map [here](#).
- Be enrolled in PGE's Smart Thermostat program with a qualifying ecobee smart thermostat.

REMOTE SIGNALING: Participant understands that PGE will remotely communicate and control the Participant's smart thermostat to adjust the setting profile applied. This adjustment will occur without any manual intervention by Participant. At any time, Participant may revert to their standard settings by manually adjusting the smart thermostat.

INCENTIVE PAYMENTS: PGE will provide incentives of \$10 per month as an on-bill credit when Participant is in the Study. Please allow four to six weeks to receive the enrollment incentive payment. Participants are required to remain enrolled in Schedule 5 to participate in Schedule 13.

TAX LIABILITY: PGE is not responsible for any tax liability which may be incurred by the Participant as a result of participation in the Study or receipt of an incentive.

PARTICIPANT RESPONSIBILITIES: Participant is solely responsible for any service or repair to Participant's smart thermostat equipment and ensuring compliance with federal, state and local codes regarding the equipment. PGE and its representatives and partners make no representation regarding the installation, reliability, functionality, efficiency, performance, operation, maintenance or use of any smart thermostat equipment. In all cases, the customer will be responsible for meeting eligibility criteria and maintaining good standing in the Study as defined in applicable tariffs. PGE may call events outside of existing programmatic seasons and schedules.

ENDORSEMENT: PGE does not endorse any contractor or product. PGE is not performing or supervising any work.

INFORMATION COLLECTED: Customer agrees that PGE or its Study Administrator may collect certain information from Customer's participation in the Study and use such information as described herein. Such information may include, but is not limited to, survey responses, general energy usage, comfort



setting profiles, 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), Customer name, email address, service address, PGE account number, thermostat unique identifier, activation date, runtime data, set-points, and related details. PGE will use the information (a) to operate, administer, market, evaluate, analyze, change or improve the Study and its utility service, (b) to prepare and present general, aggregated and anonymized results and information about the Study to third parties, including governmental entities such as the electricity system regulatory bodies, and (c) to inform the development and creation of utility programs and load planning. PGE may also create, use and publish information regarding Customer's participation in the Study and use of the smart thermostat as long as the information is presented in an aggregated, anonymized format.

If PGE cannot collect the required information, Participant may not be able to participate in the Study. Collected information will be retained by PGE until the end of the demonstration project.

PGE, the Study Administrator and the Marketplace Vendor may exchange data related to Participant's identity and Participant's service account status including for the purposes of fulfilling their obligations under the PGE Study. Without prejudice to Study Administrator's EULA and Privacy Policy, PGE may share information with the Study Administrator about Participant's 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) for purposes of fulfilling Study Administrator's obligations under the PGE Study and improving the PGE Study.

LIMITATION OF LIABILITY: Participant agrees to release and hold harmless PGE, its agents and Study Administrators from any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including but not limited to attorney's fees, arising out of these Terms & Conditions or Participant's participation in the Study. PGE, AND ITS AGENTS AND STUDY PARTNERS' LIABILITY UNDER THESE TERMS & CONDITIONS AND STUDY IS LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED FOR PARTICIPANT'S PARTICIPATION IN THE STUDY AND IN NO EVENT WILL PGE, ITS AGENTS OR STUDY ADMINISTRATORS BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, WHETHER CHARACTERIZED AS GENERAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHERWISE OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO.

THE STUDY IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE STUDY. PGE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM PRODUCT OR APPLIANCE INSTALLED PURSUANT TO THE STUDY, OR ENERGY SAVINGS, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO INDEMNIFY PGE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING OR RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION UNDER THESE TERMS & CONDITIONS OR IN CONNECTION WITH THE STUDY. PGE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE STUDY OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS & CONDITIONS.

TERMINATION: PGE reserves the right to revise or terminate this Study at any time. PGE may terminate Participant's Study enrollment if Participant fails to meet eligibility requirements or other obligations



under these Terms & Conditions. A notice will be sent to Participant after they have been removed from the Study.

Determination of eligibility for this Study and any of its incentives rests solely with PGE, and may be altered, changed, modified or assigned by PGE at any time with or without notice to Participant. In the event that the incentive amount changes during the course of the PGE Study, the application submission date will be used to determine equipment eligibility and incentive amount.

Not all applicants will qualify for the Study. Participant has the right to terminate the Study at any time and may opt-out of the PGE Study at any time by contacting SGTBCollaboration@pgn.com; however, this will prevent remaining incentive payments being paid to Participant. Termination of Schedule 13 participation does not remove participant from Schedule 5.

ADDITIONAL INFORMATION: These Terms & Conditions shall be governed by the laws of the State of Oregon. These Terms & Conditions constitute the entire agreement between PGE and Participant with respect to the Study and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

PGE may from time to time, and without notice, amend, change, or modify these Terms & Conditions to reflect changes in the Study or Tariffs. Any revised Terms & Conditions shall be effective immediately on posting.

For more information about the Smart Grid Test Bed Collaboration Study, visit www.SGTBCollaboration.com.

