

TERMS AND CONDITIONS

Schedule 25 - Nonresidential Direct Load Control Pilot

Customer is electing to participate in PGE's Nonresidential Direct Load Control Pilot Program ("Program") and the terms and conditions contained in this Agreement. 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.

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

Installation of Thermostat. Customer agrees to cooperate with and to allow PGE access to its premises to install one or more Qualified Thermostats to enable Customer to participate in the Program. Title and risk of loss to such Qualified Thermostat(s) shall transfer to Customer upon completion of installation.

Customer Participation Nomination. Pursuant to the Customer Participation Options section of the Schedule, Customer elects to participate in the Program during the Event Seasons they choose when enrolling in the program. Customer may change elections seasonally by providing PGE notice of the intent to change its elections five (5) business days prior to the start of the season.

Customer Payment. A Customer co-pay may be required for participation via the Pilot's Direct Installation channel as defined in the Schedule, which will not exceed sixty dollars (\$60) per Qualifying Thermostat. Payment is due at the time of installation of the Qualifying Thermostat. All equipment and labor costs for Qualifying Thermostats that are installed outside of the Direct Installation channel are the sole responsibility of the Customer.

Other Incentives. By participating in the Program, Customer waives its right to collect any current or future third-party incentive(s), including but not limited to any Energy Trust of Oregon incentive(s), for the Qualifying Thermostat(s) installed at the participating PGE service address, and consents to PGE collecting such third-party incentive(s) in connection with Customer's participation in the Program.

Incentive Payment. PGE shall pay Customer an incentive payment in accordance with the Incentive section of the Schedule. PGE will not start paying the incentive payment until the Qualified Thermostat(s) has been installed at the Customer's premises and enrolled in the Program. The incentive payment shall be made to Customer no later than 60 days after the season in which Customer participated ends.



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 QUALIFYING THERMOSTAT(S) ARE INSTALLED THAT FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

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.

Term; Termination. The term of this Agreement shall commence on the Effective Date (defined below) and shall remain effective until: (a) terminated in accordance with the terms and conditions of the Schedule; or (b) the Schedule is withdrawn or otherwise ceases to exist.

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

Successors and Assigns. Customer 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 Customer.

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.

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.

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 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 Ademco Inc., a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422 (d/b/a "Resideo Energy Management"). By agreeing to these PGE Program Terms & Conditions, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://www.connectedsavings.com/eula> and <http://www.connectedsavings.com/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. Customer 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 Customer's consent. As between Customer 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 Customer 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.

Usage Data. PGE may disclose Customer's usage data to third party consultants, advisors and contractors that PGE engages for purposes of implementing, operating, and evaluating the Program, provided such third party consultants, advisors and contractors agree to keep such usage data confidential. Additionally, PGE may provide Customer's usage data to the Energy Trust of Oregon ("ETO") for purposes of analyzing, implementing, operating and evaluating energy efficiency programs. Customer may request, by written notice to PGE, that PGE not disclose such Customer usage data to the ETO in accordance with Oregon Administrative Rules Chapter 860, Division 86.

Customer Representation. Customer 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).

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