

Smart Grid Test Bed Collaboration

Commercial Smart Thermostat Offer

Terms & Conditions

Last Revised Date: December 19, 2023

Customer:

Customer Address:

Customer is participating in PGE's Nonresidential Direct Load Control Pilot Program ("Schedule 25 Program").

By signing this Enrollment Form and Customer Agreement ("Agreement"), Customer is agreeing to participate in the Schedule 13 – Smart Grid Test Bed Program ("Schedule 13 Program"). The terms and conditions of Schedule 13 – Smart Grid Test Bed (the "Schedule 13") 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 Schedule 13 and shall not replace Schedule 13. All capitalized terms not otherwise defined in this Agreement shall have the same meanings given to them in Schedule 13.

Eligibility Requirements

Subject to the terms and conditions of the Schedule 13, Customer and PGE agree to the following:

- Customer will be responsible for meeting eligibility criteria and maintaining good standing in the Schedule 25 Program and Schedule 13 Program as defined in those applicable schedules. PGE may call events outside of existing programmatic seasons and schedules.

INCENTIVE PAYMENTS: PGE will not start paying the incentive payment until the Qualified Thermostat(s) has been installed at the Customer's premises and Customer is enrolled in the Schedule 13 Program. Additional monthly Flexible Feeder incentives (described at SGTBCollaboration.com) will be available no later than sixty (60) days after enrollment and will continue through the end of the demonstration period (August 31, 2026) unless the Customer unenrolls in the Schedule 13 Program

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 consent may be withheld in PGE's sole discretion. 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 and Schedule revisions and lawful orders of the OPUC. Other than modifications that result in revisions approved by the OPUC in the applicable Tariff and Schedule provisions referenced and incorporated herein, no modification of this Agreement shall be valid unless made in writing and signed by both parties.

INFORMATION COLLECTED: Customer agrees that PGE or its Program Administrator may collect certain information from Customer's participation in the Program and use such information as described herein. Such information may include, but is not limited to, survey responses, general energy usage, comfort settings 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 Manufacturer account ID, activation date, runtime data, set-points, state of charge, and related details. PGE will use the information (a) to operate, administer, market, evaluate, analyze, change or improve the Program and its utility service, (b) to prepare and present general, aggregated and anonymized results and information about the Program 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 Program and use of the Qualified Thermostat(s) as long as the information is presented in an aggregated, anonymized format. Collected information will be retained by PGE for an indefinite amount of time. If PGE cannot collect the required information, Participant may not be able to participate in the Program.

LIMITATION OF LIABILITY: Customer 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 this Agreement or Participant's participation in the Schedule 25 Program or Schedule 13 Program. PGE, AND ITS AGENTS AND STUDY PARTNERS' LIABILITY UNDER THIS AGREEMENT AND THE SCHEDULE 25 OR SCHEDULE 13 PROGRAM IS LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED FOR CUSTOMER'S PARTICIPATION IN THE SCHEDULE 25 OR SCHEDULE 13 PROGRAM AND IN NO EVENT WILL PGE, ITS AGENTS OR STUDY ADMINISTRATORS BE LIABLE TO CUSTOMER 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 Schedule 13 Program is provided "as is" without any warranty of any kind, express or implied. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE SCHEDULE 13 PROGRAM. 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 SCHEDULE 13 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.

TERMINATION: This Agreement shall commence on the Effective Date (defined below) and shall remain effective until: (a) the Agreement is terminated by PGE in accordance with the terms and conditions of Schedule 13; or (b) Schedule 13 is withdrawn or otherwise ceases to exist. Customer must remain enrolled in Schedule 25 in order to receive Schedule 13 benefits.

PGE reserves the right to revise or terminate this Schedule 13 Program and this Agreement at any time.



PGE may terminate Customer's enrollment if Customer fails to meet eligibility requirements or other obligations under this Agreement. A notice will be sent to Customer after they have been removed from the Schedule 13 Program.

Determination of eligibility for this Schedule 13 Program 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 Customer. In the event that the incentive amount changes during the course of the Schedule 13 Program, the application submission date will be used to determine equipment eligibility and incentive amount.

Customer may unenroll from the Schedule 13 Program by contacting SGTBCollaboration@pgn.com. Unenrollment will prevent remaining incentive payments being paid to Customer. Termination of Schedule 13 Program participation does not terminate participation in the Schedule 25 Program.

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.

PGE may from time to time, and without notice, amend, change, or modify this Agreement to reflect changes to the Program, Schedule or Tariffs. Any revised Agreement shall be effective immediately on posting.

This Agreement shall become effective on the date set forth below ("Effective Date"), which is the date Customer has executed this Agreement.

Customer Business Name:

Signature:

Name:

Title:

