



STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

Program Overview

The PGE Residential Thermostat Direct Install Program ("Program" or "RTDIP"), administered by CLEAResult, provides a wi-fi enabled thermostat, technical or virtual installation, and information to residential customers of Portland General Electric Company ("PGE") and coordination with Energy Trust of Oregon, Inc. (each, a "Sponsor"). Participating customers (each, a "Customer") will either receive a smart thermostat free of charge or pay a \$50 copay or a \$150 copay, depending on eligibility (other Program limitations apply). Incentives available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE's sole discretion. The Program is offered on a first come, first-served basis from September 4, 2018, through May 31, 2022, while funding lasts.

Program Eligibility

To be eligible to participate in the Program, you must meet the Eligibility Requirements in the PGE Smart Thermostat Program Terms & Conditions at <https://connectedsavings.com/pge-terms-conditions/> and operate a qualified heating, ventilation, and air conditioning ("HVAC") system. Qualified HVAC systems are ducted heat pumps, electric forced air furnaces (electric heat), and central air conditioners. This Program is limited to a maximum of one smart thermostat per qualifying HVAC system and two (2) smart thermostats per PGE service address. Customers receiving a Virtual Install (VI) are only eligible for one smart thermostat regardless of the number of HVAC systems in the home. The Program does not currently allow PGE customers to be simultaneously enrolled in a Schedule 6 rate, such as the Flex Time and Flex Schedule, and the Program. If Customer successfully enrolls in the Program, Customer will be removed from any Schedule 6 rate.

1. Customers heating their home with a ducted heat pump or electric furnace will receive a Google Nest Thermostat, Google Nest E or ecobee 3 lite with sensor smart thermostat free of charge. Customers wishing to upgrade to a Google Nest Learning or ecobee 4 or ecobee SmartThermostat with voice control can do so with a \$50 charge.
2. Customers heating their home with a gas furnace and cooling their home with central air conditioning will pay \$50 or \$150 per thermostat depending on eligibility (other Program limitations apply).
3. By entering the Program, Customer forfeits any current or future PGE incentives, enrollment as well as participation incentives, related to the enrollment of qualifying Smart Thermostat(s) installed at the participating PGE service address.
4. By entering the Program, Customer forfeits any current or future Energy Trust of Oregon incentive for the qualifying Smart Thermostat(s) installed at the participating PGE service address.

Installation

Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEAResult, Sponsor and any third-party contractor ("Contractor") for the purpose of participating in the Program. If Customer is a renter, Customer agrees that they have informed their landlord, and received consent to install a smart thermostat. Customer agrees to allow CLEAResult to physically install or assist the Customer in a virtual install of the Program thermostat(s), remove and recycle the existing thermostat if Customer receives a physical install, connect the thermostat to Wi-Fi, and enroll the thermostat(s) into the Resideo, or alternative demand response management platform. CLEAResult will also work with customers to ensure that they accept the terms & conditions associated with the Resideo or demand response operating platform.

Customer allows CLEAResult to gather site and customer information as necessary to allow for the verification of installations, Customer information, and site information. CLEAResult will offer Customers installation services for up to two (2) thermostats per customer service point identification. Each thermostat will need to be connected to a separate qualifying HVAC system.

Customer Authorizations

By enrolling in this Program, Customer acknowledges that Customer forfeits any current or future Sponsor incentives relating to any smart thermostat installed under the Program. Customer agrees as follows:

1. Customer consents to the installation of a thermostat.



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2. Customer agrees to register each smart thermostat with the equipment manufacturer.
3. Customer agrees to these Standard Terms and Conditions for Participating Customers.
4. Customer agrees to the PGE Smart Thermostat Program Terms & Conditions at <https://connectedsavings.com/pge-terms-conditions/>.
5. Customer agrees to participate in at least 50% of the Event hours (as described in the PGE Smart Thermostat Program Terms & Conditions) for which the Customer is eligible for at least five (5) years. If Customer fails to participate for the full five (5)-year period, PGE may charge Customer for the costs of any smart thermostat installed under the Program.

Termination / Withdrawal

If before the end of the 5-year period, Customer withdraws from the Program by calling 1-800-542-8818 or otherwise withdraws or is terminated from the Program as provided in the Termination/Withdrawal section of the PGE Smart Thermostat Program Terms & Conditions at <https://connectedsavings.com/pge-terms-conditions/>, PGE may charge Customer for the costs of installation as follows.

- a. 100% of the costs 0-12 months from installation
- b. 80% of the costs 13-24 months from installation
- c. 60% of the costs 25-36 months from installation
- d. 40% of the costs 37-48 months from installation
- e. 20% of the costs 49-60 months from installation.



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These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating and installing energy efficient measures (“**EEM**”) under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”), Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program; provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
3. **INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
4. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
5. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
6. **NO WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
7. **INDEMNIFICATION: LIMIT ON LIABILITY.** CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
8. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.