

PSE – Peak Energy Rewards Program – Residential & Small Commercial Customer Terms and Conditions

Thank you for your interest in participating in Puget Sound Energy's Peak Energy Rewards program (the "Program"). The Program is offered by Puget Sound Energy (PSE), and its subcontractor, AutoGrid, Inc, and Energy 350, Inc. (collectively, "Contractors"). These Terms of Use (these "Terms") are a legal agreement between the undersigned customer ("You"), PSE and its Contractors governing Your participation in the Program.

BY COMPLETING YOUR ENROLLMENT IN THE PROGRAM OR BY OTHERWISE PARTICIPATING IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT PARTICIPATE IN THE PROGRAM.

You certify that all information entered into this site for enrollment into the Program is accurate and complete. In order to qualify, You cannot be listed in the Medical Equipment Registry.

1. The Program.

1.1. *Program Term.* The Program is available until December 31, 2029, unless the program is extended by Puget Sound Energy, in which case Your participation in the Program will continue without further notice to You until the You terminate Your participation from the Program, as provided herein. If the Program is not extended by Puget Sound Energy, Your participation in the Program will terminate on December 31, 2029 without notice to You, unless Your participation is sooner terminated in accordance with Article 10 below.

1.2. *Changes.* PSE reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

1.3. *Devices.* By participating in the Program You hereby grant to PSE the right to remotely access and control one or more thermostats, and/or water heater (if applicable) at the address You are enrolling (each, Your "Device"). When You authorize a Device, You may be presented with additional terms from the Device manufacturer (the "Manufacturer"). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, You understand and agree that You are enabling PSE to control that Device in connection with the Program. You further authorize PSE and its Contractors to obtain and share information about Devices used to participate in the Program with Manufacturers in order to facilitate Your participation in the Program and validate Your compliance with Program requirements.

1.4. *Control.* As part of this Program, PSE will call events to make changes to the temperature set point on Your Device without any manual intervention by You. At any time that You desire, You may override this temperature set point simply by turning Your Device to a different temperature or using the other methods enabled by the Device Manufacturer. Overriding the temperature set point will not result in Your disqualification for Incentives offered to Program participants as described below. Continued overriding of your thermostat, or consistent lack of participation in called events may result in Your termination of your enrollment status of the Program, further detailed in Article 10.

1.5. *Communications.* As part of this Program, you may receive important notifications including but not limited to topics such as Program changes, your Program enrollment status, and Incentive payment notifications. These are not marketing emails, and only serve to provide important information specific to the Program. You may opt-out of these emails at any time upon receipt. Opting-out of Program emails will prevent you from receiving notifications about program changes, Your Program enrollment status, and incentive payments. In the scenario that You opt-out of emails, you are agreeing to not receive information such as Program updates, enrollment status, and incentive information, and will not hold PSE responsible for providing updates in regards to the Program, Your enrollment status, or Incentive payment updates.

2. **Eligibility. This program is available to select PSE customers only.** In order to register for the Program, You agree to provide PSE information to verify Your eligibility for the Program. You agree that the information You provide to PSE in connection with the Program (“User Data”) will be true, accurate, current and complete. Eligibility requirements are listed at your Manufacturer’s enrollment page, and made available by request from Energy 350. You understand that the Program is available until termination and that incentive amounts are subject to change without notice.
3. **Incentives.** In connection with the Program, PSE may offer certain rebates, offers, or other incentives (“Incentives”) contingent on Your enrollment in the Program. PSE reserves the right to determine qualification for Incentives in its sole discretion.
4. **Your Information.** You authorize PSE to share information about Your account including, but not limited to, Your name, street address, account number, electrical usage, Device and billing information with their approved Contractors hired to implement and measure the performance of the Program. Customer data will be kept confidential by the Contractors and will not be used for any purpose other than implementation of the Program. By submitting User Data and any other data, materials, or information in connection with the Program, You are licensing such information to PSE and its Contractors for the purpose of providing the Program. In addition, You hereby authorize PSE and its Contractors to access Your information maintained by PSE and/or the Device Manufacturer solely in order for PSE and its Contractors to provide the Program and confirm Your eligibility. For example, You authorize PSE and its Contractors to obtain and share information about Devices used to participate in the Program with Device Manufacturers in order to facilitate Your participation in the Program and validate Your compliance with Program requirements. You understand and agree that by authorizing PSE to control Your Device in connection with the Program, PSE may receive access to data from Your Device directly, including data collected from its sensors. For the avoidance of doubt, notwithstanding anything to the contrary in these Terms, PSE retains its right to access and utilize Your Customer Data to provide You with utility service and manage its electrical system, independently from this Program.
5. **Personal Non-Commercial Use.** The Program is offered for Your own personal, non-commercial use. Any commercial utilization of the Program is expressly prohibited unless otherwise authorized by PSE. In the instance of PSE authorizing commercial use of the Program, the full Program Terms are applicable.
6. **Costs.** PSE is not responsible for costs associated with providing the systems necessary for You to participate in the Program, such as Devices or internet access.
7. **No Warranty; Disclaimer.** YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND. PSE EXPRESSLY DISCLAIMS ALL

WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. PSE MAKES NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. PSE MAKES NO GUARANTEE OF AN UNINTERRUPTED SUPPLY OF POWER.

8. **Indemnification.** To the fullest extent permitted by applicable law, You agree to indemnify, and hold PSE, its officers, directors, employees, and agents (each, an “Indemnified Party”), harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney’s fees and costs, arising out of or in any way connected with Your participation in the Program. You have no obligation to indemnify an Indemnified Party to the extent of the sole negligence, or willful misconduct of such Indemnified Party.

9. **Limitation of Liability.**

9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PSE OR ITS CONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM, EVEN IF PSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL PSE HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

9.2. *Exclusions.* NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS “LIMITATION OF LIABILITY” CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR A PARTY’S FRAUD, WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER, OR VIOLATION OF LAW, WHETHER WILFUL OR NEGLIGENT.

10. **Termination.**

10.1. *Termination By PSE.* PSE may terminate the Program, or Your participation in the Program, at any time, with or without cause, by providing You with written notice of such termination, which may be via email.

10.2. *Your Termination.* You may terminate Your participation at any time and for any reason by unenrolling in the Program via your thermostat’s unenrollment process, sending an email to PeakEnergyRewards@pse.com, or calling the Energy 350 at (833) 203-1947.

10.3. *Rights at Termination.* Upon termination, all rights granted to You by these Terms will immediately cease.

10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect Your obligations under these Terms which are intended to survive such suspension, termination or cancellation.

11. **General.**

11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Washington, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction

11.2. *Consent and Capacity.* You represent that You are over 18 years of age and have the necessary legal capacity to execute this agreement and that You are an authorized representative with authority to legally bind the account holder designated below. You represent that You have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises that is participating in the Program. You are solely responsible for any failure to receive necessary consents and approvals for the installation of qualifying equipment, including Devices, within Your residence or qualifying property and participation in the Program. Your participation is completely voluntary, and You can decide to withdraw at any point in the Program.

11.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between PSE, Contractor, and You regarding the Program, and supersede and replace any prior agreements regarding the same. This is not a contract for utility service. Utility service provided to You by PSE remains subject to all PSE terms, conditions, rates, regulations, municipal codes, and policies.

11.4. *No Assignment.* You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of PSE. Any purported assignment or delegation by You without the appropriate prior written consent of PSE will be null and void.

11.5. *Severability and Waiver.* In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of PSE to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

11.6. *Questions.* If You have questions about these Terms or the Program, please contact the Program team at PeakEnergyRewards@pse.com. We will communicate with You regarding this Program at the email address provided in the enrollment form.

11.7. By participating in this Program, You agree to receive emails regarding the Program from PSE or its Contractors at the email address provided for this Program. These emails may be sent by PSE or its Contractors. You understand that You may opt out of these emails at any time.