

Pacific Gas and Electric Company

Power Saver Rewards Study

Participation Terms and Conditions

Thank you for your interest in participating in the Pacific Gas and Electric Company (“PG&E”) Power Saver Rewards Study (“Study”) implemented by Uplight, Inc. (“Uplight”) on behalf of PG&E. Participation is subject to agreeing to be legally bound by the Study’s participation terms and conditions (“Terms”).

Clicking [“I AGREE”] or by otherwise participating in the Study, you (“Participant”) are agreeing to be bound by these Terms.

1. The Study. The Study includes PG&E selected Participants with a central air conditioner and a WiFi enabled smart thermostat (“Device”) so it can be remotely controlled by Uplight during the Demand Response (DR) season for a Power Saver event (“Event”) and daily time of use (TOU) (if applicable) as defined below. PG&E will use each Study Participant’s Smart Meter data and/or thermostat telemetry to measure performance across the Study. Eligible Participants who enroll in the Study will receive a one-time enrollment incentive and those who stay enrolled through October 31, 2021 will receive a year-end incentive.

2. Participant Eligibility. PG&E shall determine in its sole discretion Participant’s eligibility which must include:

- i* Participant receives electric service on a residential rate
- ii* Participant has a PG&E SmartMeter
- iii* Participant is not on Medical Baseline or Life Support rates
- iv* Participant has an eligible Wi-Fi enabled Device. Eligible Device models may change from time to time and will be listed on the website at <https://www.pgepowersaver.com/devices>
- v* Participant has a central air conditioning unit that needs to operate during DR season, from at least 4-9 pm.
- vi* Participant is not enrolled in any other PG&E, DR, Community Choice Aggregator (CCA), or third-party DR program and must enroll to participate in the Study through Nest or Ecobee (subject to their application terms) or through Emerson.
- vii* Participant, prior to participating in the Study, obtains permission from the landlord or property owner.
- viii* Participant must provide the contact information required to receive Study communications.

3. Participant Device Control Requirements. Participant agrees and grants PG&E and Uplight remote access to control their enrolled Device to enable Uplight during an Event to automatically change the Device’s temperature setpoint for the Study. The Device does not need any manual intervention by Participant. Adjusted Device temperature setpoints remotely done by Uplight may be manually overridden at any time by Participant.

4. Study Enrollment Period. Participants will receive an email confirmation of their enrollment in the Study which shall continue until at least October 31, 2021 unless extended or Participant’s enrollment is terminated sooner (“Study Enrollment Period”). Participant must be continuously enrolled in the Study through October 31, 2021 to be eligible for the year end incentive.

5. Power Saver Events. Events where Participant’s Device temperature will be remotely adjusted by Uplight include, but are not limited to, maintaining system integrity, CAISO emergencies, Flex Alert days, insufficient system generation to meet anticipated system load any day between June 1st and October 31st (DR Season) within the hours of 12:01 PM and 9:00 PM.

6. Optional Time of Use Optimization.

- i* ecobee customers in the ecobee app can have their Device automatically programmed for their TOU rate, change or opt-out.
- ii* Emerson customers may also opt-in to TOU optimization, which will be operated by Uplight according to the customer’s TOU rate plan schedule. Customers can opt-out of TOU optimization by contacting (844) 923-0176 or support@pgepowersaver.com.
- iii* Nest does not offer TOU optimization.
- iv* PG&E does not guarantee Participant cost savings and will not cover any costs incurred due to the Participant’s TOU optimization.

7. Study Incentives.

- i* *One-Time Participant Enrollment Incentive.* Eligible Participants will receive a one-time \$75 incentive upon confirmation of enrollment in the Study.
- ii* *Study Enrollment Period Incentives.* Participants who continue to participate in the Study until October 31, 2021 will receive \$20 year-end incentive.

8. Communications. Participant agrees to provide and maintain valid email address for Study communications sent by Uplight, accepts responsibility for the receipt of these communications and any consequences of not receiving them. To opt out of receiving these emails call (844) 923-0176 or email support@pgepowersaver.com. It may take up to 10 days to take effect.

9. Participant Device Data and Other Information. Participant authorizes PG&E and Uplight to access and/or will provide Participant's personal identifiable information, energy usage data, utility account number, and any other Device data or information generated and arising from Participant's participation during the Study Enrollment Period to carry out the Study's purpose and as required to be disclosed to the California Public Utilities Commission request.

10. Personal Non-Commercial Use. The Study is offered ONLY for personal non-commercial premises.

11. Costs. PG&E and Uplight are not responsible for providing the equipment or other requirements necessary to participate in the Study, i.e. the Devices, Internet access, or covering any added costs, if any, to Participant's electric bills.

12. No Warranty; Disclaimer. PG&E and Uplight expressly disclaim all warranties of any kind relating to the Study, whether express, implied or statutory (including, without limitation, any implied warranties for conditions or merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights).

13. Limitation of Liability. To the fullest extent permitted by applicable law, under no circumstances shall Uplight or PG&E be liable for any indirect, incidental, special or consequential damages, arising in connection with the Study. If Participant is dissatisfied with the Study, any of these Terms, or believes Uplight or PG&E has breached these Terms in any way, Participant's sole and exclusive remedy is to discontinue participation in the Study.

14. Study Participation Termination.

- i Termination By PG&E.* PG&E has the sole discretion to terminate the Study, or Participant's participation in the Study, at any time without cause by providing Participant written notice.
- ii Termination by Participant.* Participant may terminate their enrollment in the Study at any time for any reason by sending an email to Uplight (844) 923-0176 or support@pgepowersaver.com.

15. General.

- i Entire Agreement.* These Terms are the entire agreement between PG&E, Uplight and Participant concerning the Study's eligibility and participation requirements.
- ii No Assignment.* These Terms may not be assigned by Participant without PG&E's prior written consent.
- iii Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.
- iv. Survival.* Termination of the Participant's enrollment in the Study's will not affect the parties' obligations and rights under these Terms which by their sense and context are intended to survive such termination.