

Puget Sound Energy – Flex Smart Program – Residential & Small Commercial Customer Terms and Conditions

Thank you for your interest in participating in Puget Sound Energy's ("PSE") Flex Smart program (the "Program"). The Program is offered by PSE, and its subcontractors, AutoGrid, Inc. ("AutoGrid") and Energy 350, Inc. (together with AutoGrid, "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 PSE, in which case Your participation in the Program will continue without further notice to You until You terminate Your participation from the Program or Your participation is terminated in accordance with Article 10 below. If the Program is not extended by PSE, Your participation in the Program will terminate on December 31, 2029 without notice to You, unless until You terminate Your participation from the Program or 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 eligible smart thermostats 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.

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 via email or text messages (together, “Communications”). These are not marketing Communications, and only serve to provide important information specific to the Program. You may opt-out of these Communications at any time upon receipt, however, opting out of Program Communications will prevent You from receiving important notifications about program changes and program information, including Your Program enrollment status, and incentive payments. In the scenario that You opt-out of Communications, 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.

1.6. *Communication with Your Device.* When there is a potential for a stress on PSE’s electricity grid, AutoGrid will communicate with Your Device in order to temporarily reduce the associated electricity use (hereby referred to as an “Event”). After the event is over, AutoGrid will return Your Device to its normal setting. The times during which this occurs are referred to as “Events,” and may be referred to by different names by Your Device’s manufacturer.

1.7. *Devices.*

Using Smart Thermostats to Join this Program. A list of eligible smart thermostats that qualify as a Device can be found at the Program’s PSE.com web page.

- a. *Incentive* – Upon successful enrollment in the Program with an eligible Device, You will receive a one-time enrollment incentive (“Enrollment Reward”). The current Enrollment Reward value for Smart Thermostats totals fifty dollars (\$50), and twenty dollars (\$20) per heating board thermostat. Please allow 4 to 6 weeks for processing Your enrollment and Enrollment Reward. If You remain enrolled in the Program, You will be eligible for an additional Incentive (as defined below) on a semi-annual basis, and the current value of such an additional Incentive totals twenty dollars per season of enrollment (\$20) for Smart Thermostats, and ten dollars (\$10) per Heating Board per season of enrollment. The amount and frequency of any Incentive under the Program may be subject to change with notice. See Articles 2 and 3 below for more details. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes.
- b. *Program Parameters* – Your Device will be remotely accessed no more than 15 times between November-1 and March-31, and 15 times between May-1 and September-31, only on non-holiday weekdays, between the hours of 7 AM and 10PM. The duration of each Event is 4 hours or less. Your temperature setting may be adjusted 2 to 4 degrees outside of normal settings unless You have selected different Device parameters or otherwise specified by You, and will return to normal after each Event.
- c. *Notifications* – You will be notified between 10 minutes to 60 minutes before the start of each Event except in cases of a grid emergency as declared by PSE. The notification will be via the Device’s smart phone app and/or via the Device’s display.
- d. *Opting Out* – You have the option to not participate in all of the Events.

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. “Eligibility” is defined as a PSE customer who heats and cools their home with PSE

electricity as a primary fuel source. PSE reserves the right to update or change the requirements for Eligibility at its sole discretion. 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 AutoGrid or Energy 350. You understand that the Program is available until termination and that Incentive amounts (as detailed below) are subject to change with notice. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes. You understand that PSE will determine your Eligibility to participate in the Program at its sole discretion and PSE may terminate Your enrollment in the Program at its sole discretion for any reason. You will be notified of termination by the email you have on record for this program .

3. **Incentives.** In connection with the Program, PSE may offer an Enrollment Reward, and certain rebates, offers, or other incentives (together, including the Enrollment Reward, “Incentives”) contingent on Your enrollment and continued participation in the Program. PSE reserves the right to determine qualification for and frequency of Incentives at its sole discretion.
4. **Additional Incentives.** PSE will offer a monthly giveaway, Flex and Win!, on a monthly, seasonal basis while promotion is available during the program, which ends December 31, 2029, for active residential PSE customers. Giveaways may be drawn monthly for summer season months: May 1 through September 30; and winter season months: November 1 through March 31. In total, there will be 10 monthly drawings in a calendar year. In 2023, the first drawing will be for August 2023.

Each eligible participant will be entered in a monthly giveaway to win a \$250 electronic gift card. Two winners each month will be selected. Odds of winning are subject to number of entries (by way of example, if 1,000 entries are received by calendar month end, then the odds will be 1:1,000). A maximum of two prizes will be awarded per monthly period. NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED. PSE customers who do not formally enroll in Flex Smart may still enter in the monthly giveaway by sending a handwritten postcard or letter to AutoGrid’s office with the following information:

- Name
- PSE account address
- Email address
- State: “I intend to enter the monthly giveaway for PSE’s Flex Smart Program.”

Mail to 255 Shoreline Dr #350, Redwood City, CA 94065. Cost of postcard and postage is customer’s responsibility. Program will not accept bulk-mailed, commercial mailing, mass mailing postcards or letters. Postcards are only valid for the monthly drawing in the month in which received. Limited to residents of the 50 United States and DC. By entering into the giveaway or submitting a mail entry, PSE customer consents to be contacted by email at the address provided.

Giveaway winners will be randomly selected monthly in the subsequent month and notified by email. The \$250 electronic gift card then will be processed and sent within a month of notification. If a winner does not confirm acceptance of the prize within ten calendar (10) days of email notification, that winner will be disqualified and an alternative winner selected. If the alternative winner does not respond within ten calendar (10) days of email notification, then there is no monthly winner for that month. Winners are responsible for all taxes incurred in connection with the prize awarded. PSE reserves the right to modify, cancel or terminate this giveaway at any time.

Directors, officers and employees of Sponsor (PSE) and any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes.

5. **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.
6. **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.
7. **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. You are responsible for all taxes incurred with the issuance of any Incentives under the Program.
8. **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.
9. **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.
10. **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 will be by the email you have on record for this program.

10.2. *Your Termination.* You may terminate Your participation at any time and for any reason by unenrolling in the Program via Your Device's unenrollment process, and contacting AutoGrid, Inc via telephone at 888-292-0502 or the Program team by email at Flex@pse.com.

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 Flex@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 Communications regarding the Program from PSE or its Contractors at the email address and phone number provided for this Program. These Communications may be sent by PSE or its Contractors. You understand that You may opt out of these Communications at any time

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