

Puget Sound Energy – Flex Smart, Flex Rewards, Flex EV, Flex Batteries – Residential & Small Commercial Customer Terms and Conditions

Last Updated: November 5, 2024

Thank you for your interest in participating in Puget Sound Energy's Flex Smart, Flex EV, Flex Batteries and Flex Rewards program (individually "Flex Smart," "Flex EV," "Flex Batteries," and collectively, the "Program"). The Program is offered by Puget Sound Energy ("PSE"), and its subcontractors, AutoGrid, Inc, and Energy 350, Inc. (collectively, "Contractors"). These Terms of Use (these "Terms") are a legal agreement between the undersigned customer ("You" or "Participant"), 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 provided for enrollment into the Program is accurate and complete.

1. Program Eligibility:

This program is available to select PSE customers only. In order to enroll 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 , charges their electric vehicle, and/or heats their water 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 and Energy 350. You understand that the Program is available until termination and that Incentive amounts (as detailed below) are subject to change without notice.

- You must meet the following eligibility requirements to participate in the Program: You must be an electricity account holder of PSE on a residential or commercial rate 24 or 25 for the duration of the Program. Flex Batteries participants may only be on a residential rate.
- You must be at least eighteen (18) years old.
- Your utility service account must be metered by PSE's Advanced Metered Infrastructure AMI technology (a "Smart Meter") that provides 15-minute interval data. If Your electricity meter has been replaced with a digital meter, it is likely a Smart Meter.

- If You are enrolled in another third-party Demand Response (“DR”) program, or any other similar PSE program, PSE will inform You and ask You to withdraw from the other program or withdraw Your registration from the Program.
- If You have a permanently-installed backup generator that uses diesel, natural gas, gasoline, or propane You must inform AutoGrid in writing of its make and model.
- PSE will ask You to share Your meter and in some cases EV data with AutoGrid which will be used as detailed in AutoGrid’s privacy policy available here: <https://www.auto-grid.com/privacy-policy/>, and PSE’s privacy policy here: <https://www.pse.com/en/pages/privacy>. In this case, PSE will provide You an online process for making that approval.
- You must comply with the Terms for the duration of the Program.
- Unless otherwise authorized as eligible to, customers who use natural gas or any other non-electric form of primary heating are not eligible to participate in Flex Smart.
- Customers participating in PSE’s Time Varying Rates: Peak Time Rebates are not eligible.

PSE will make a final determination of Your eligibility to participate in the Program at its sole discretion. PSE reserves the right to update or change the requirements for Eligibility at its sole discretion.

2. Methods of Participation

You may use Your existing smart device (“Device”), which is connected to Your WiFi or purchase one in any marketplace, which is then installed and connected to Your WiFi, or participate without the use of a Device as described below. The following types of Device are currently supported in this Program:

- Smart thermostats
- Line voltage connected thermostats
- Electric vehicle chargers
- Electric vehicles
- Electric resistance or heat pump water heaters
- Battery energy storage systems

Please visit [pse.com/flex](https://www.pse.com/flex) for the most up-to-date list of brands that are currently

supported.

If You are participating in the Program without any Device, AutoGrid will contact You to manually reduce Your electricity usage by participating in a program known as Flex Rewards, a Behavioral Demand Response (“BDR”) program.

3. The Program.

3.1. Program Term. The Program is available at PSE’s discretion, and Your participation in the Program will continue without further notice to You until You terminate Your participation from the Program, as provided herein, or Your participation is terminated in accordance with Section 14 below. If the Program is terminated by PSE, Your participation in the Program will terminate without notice to You.

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

3.3. Devices. By participating in the Program, You hereby grant to PSE the right to remotely access and control one or more eligible thermostats, electric vehicle, electric vehicle charger, battery energy storage system 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. List of eligible Device types are detailed in Sections 3.7, 3.9, and 3.10 below.

3.4. Control. As part of this Program, PSE will call events to make changes to Your participating Device without any manual intervention by You. At any time that You desire, You may override this change simply by turning Your Device to a different temperature or using the other methods enabled by the Device Manufacturer. Flex Batteries participants’ ability to opt out of an event depends on the battery manufacturer’s ability to support an opt out. Overriding changes made to Your Device will not result in Your disqualification for Incentives offered to Program participants as described below. Continued overriding of Your Device, or consistent lack of participation in called events may result in Your termination of Your enrollment status of the Program, as further detailed in Section 14.

3.5. 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, Incentive payments, and event 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. Opting-out of Program Communications may prevent You from receiving notifications about program changes, Your Program enrollment status, and incentive payments. In the scenario that You opt-out of Communications, You are agreeing to not receive such information, including Program updates, enrollment status, incentive information, and event notifications, and will not hold PSE responsible for providing updates in regard to the Program, Your enrollment status, Incentive payment updates, or event notifications. For the Flex Rewards Program specifically, where you must manually take action when an event is scheduled, receiving Communications, including notifications for Events is required and opting out of all Event notifications will lead to unenrollment in the Flex Rewards Program.

3.6. 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 “Event” or “Flex Events”). After the Event is over, AutoGrid will return Your Device to its normal setting. Exact details, including Rewards and our schedule of notifications depend on Your Device, are detailed below.

3.6.1. Manual Reduction of Electricity Usage. If You are a Flex Rewards participant, not using any smart Devices, AutoGrid will contact You via email and/or SMS to manually reduce Your electricity usage. Example of ways to manually reduce Your electricity usage are listed here: www.pse.com/flextips. Exact details including Rewards and our schedule of notifications are detailed in the Program website, located at pse.com/Flex.

3.7. Flex Smart – Devices.

3.7.1. 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

3.7.2. 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) per Device, and twenty dollars (\$20) per line-voltage connected thermostat. Please allow 4 to 6 weeks for processing Your Enrollment Reward. If You remain enrolled in the Program, You will be eligible for an additional Incentive (as defined below) on an 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 line-voltage connected thermostat per season of enrollment. Customers enrolled in the program with a commercial rate schedule (24 & 25), will receive a check for their energy reduction performance 30 days after the

conclusion of each season. The amount will be calculated as \$35/kW x average kW reduced across all events of the season. The amount and frequency of any Incentive under the Program may be subject to change with notice. See Sections 4, 6 and 7 below for more details. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes

3.7.3. 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 30, only on non-holiday days, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. Your temperature setting may be adjusted 2 to 4 degrees Fahrenheit outside of normal settings unless You have selected different Device parameters or otherwise specified by You, and will return to normal after each Event

3.7.4. 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. In some circumstances you may be notified of an Event up to 24 hours in advance of the Event. The notification will be via the Device’s smart phone app and/or via the Device’s display

3.7.5. Opting Out – You have the option to not participate in one or all of the Events

3.8. Flex Rewards

3.8.1. Participating without Devices - enrollees receive notifications when Events are scheduled and adjust behavior to earn incentives.

3.8.2. Notifications - Receiving notifications for Events is required and opting out of all Event notifications will lead to unenrollment. If You ask to unsubscribe from emails, the Program may opt to send You SMS notifications, or if You STOP SMS messages, the Program may send You email notifications. PSE may send emails in lieu of SMS notifications or SMS in lieu of emails when necessary. Notification frequency and timing varies by Event type and season. Participants will receive at least one notification within 24 hours ahead of an Event unless PSE declares a grid emergency.

3.8.3. Incentive - Upon successful enrollment in the program, You will receive a one-time Enrollment Reward, which is currently twenty-five dollars (\$25). Allow 4-6 weeks for processing Your Enrollment Reward. You also earn \$1 per kWh reduced during an Event and Your earnings will be tallied and payment frequency will be per season at minimum. The energy reduction for an Event is based on an industry standard calculation and may be updated or changed by PSE at any time without notice. You will be eligible for an additional incentive on an annual basis, and the current value is fifteen dollars (\$15) per household. You must be actively enrolled during the month of payout.

3.8.4. *Program Parameters* - You will be notified no more than 15 times between November-1 and March-31, and no more than 15 times between May-1 and September-30, only on non-holiday days, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less.

3.9. Flex EV – Devices

3.9.1. *Using an electric vehicle enrolled in the Optiwatt app or electric vehicle charger to Join this Program* – A list of eligible electric vehicles and electric vehicle chargers that qualify as a Device can be found at the Program’s web page <https://www.pse.com/en/rebates/PSE-flex/flex-ev>

3.9.2. *Incentive* - Upon successful enrollment in the program, You will receive a one-time Enrollment Reward, which is currently fifty (\$50). Allow 4-6 weeks for processing Your Enrollment Reward. You also earn \$0.50 per kWh reduced during an Event. Your earnings will be tallied and payment frequency will be per season at minimum. The energy reduction for an Event is based on an industry standard calculation and may be updated or changed by PSE at any time without notice.

3.9.3. *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-30, Monday through Sunday, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. In addition, AutoGrid will collect information such as charging status, charging rate, charging duration, total energy used, plug status (plugged in or not plugged in), and, specifically for EV’s, location during each charging session each day during the Term. All such data is subject to AutoGrid’s privacy policy, located here: <https://www.auto-grid.com/privacy-policy/>. You have the right to request removal of such data, including EV location data, if requested within 90 days of termination of program participation. If You do not request deletion of Your EV data, AutoGrid will remove the EV data from its systems within an applicable period of the contract expiration automatically.

3.9.4. *Opting Out* – You have the option to not participate in one or all of the Events and can opt out through your device specific app, disabling participation in the Event directly through your equipment, or, overriding the event for your Wallbox charger by unplugging it for 30 seconds and plugging it back in.

3.9.5. *Account Creation* – Note that when you enroll an electric vehicle (EV) via the AutoGrid FlexSaver portal, an account automatically will be created for you at Optiwatt, a subcontractor. Your name, email address, service address and PSE account number will be shared with Optiwatt, in order to manage your EV enrollment. Optiwatt may send you transactional emails from time to time, and marketing emails, from which you may opt-out. You may cancel your Optiwatt account within the Optiwatt app or via [Optiwatt.com](https://www.optiwatt.com) – this will disable your participation in the PSE Flex EV

program.

3.10.Flex Batteries – Devices

3.10.1.Using a battery energy storage system (BESS) to join this Program – A list of eligible equipment that qualify as a BESS Device can be found at the Program’s PSE.com web page.

3.10.2.Incentives – per battery. The enrollment incentive is applicable only for the original purchase, installation, and enrollment of the Device, except when certain conditions in section 3.10.5 are met. Please allow 4 to 6 weeks for processing Your Enrollment Reward, which will be sent in the form of a check to the participant. If You remain enrolled in the Program and meet the performance requirements (section 3.10.4.), You will be eligible for an additional, annual Incentive of \$500, which will come in the form of a digital reward (detailed in Section 4 Incentives”) sent to the participant’s email and sent in October of each qualifying year for active enrollments. The annual reward will not be prorated for partial participation or enrollment unless certain conditions in Section 3.10.5 are met. The amount and frequency of any Incentive under the Program may be subject to change with notice. See Sections 4, 6 and 7 below for more details. If Customer has opted-out from PSE communications they may not receive notifications related to Program updates and changes.

3.10.2.1.Participants who qualified for additional incentives during the interconnection application process are subject to the same terms and conditions herein. The final incentive payment for completing installation will be processed when the device is fully enrolled in the program and paid directly to the installer unless otherwise noted.

3.10.3.Program Parameters – Your Device will be remotely accessed no more than 30 times between November-1 and March-31 (the winter season), and 30 times between May-1 and September-30 (the summer season), Monday through Sunday, between the hours of 6 AM and 10 PM. The duration of each Event is 4 hours or less. Your Device will receive a signal to discharge for the scheduled event and discharge for the defined duration. Within 24 hours of a scheduled Event start, a command will be sent in preparation of the event to charge the battery as needed either from the grid or solar, if applicable.

3.10.4.Performance requirements – To qualify for participation in the program and be eligible to receive the program’s enrollment and annual incentives, Your Device must have a minimum state of charge (“SoC” or “backup reserve” during an event) set at no greater than 20%. If the device is found to have a minimum SoC set greater than 20% the program will notify the Participant to reset SoC. If the minimum SoC setting is found to be higher than 20% consistently, Participant and Device may be removed from the program and

may result in a forfeiture of annual incentives. To qualify for the annual incentive, Participant must (1) remain in the program for at least two full years (24 months); and (2) must discharge at least 10 kWh each winter and summer season. Participants who enroll after the winter season in a given year will qualify for the annual incentive if they meet the 10 kWh requirement for the summer season.

3.10.5. Other requirements. Other requirements, include, but are not limited to:

3.10.5.1. Participant is responsible for maintaining the safe operation and functionality of the Device while participating in the program.

3.10.5.2. If the Device is consistently unavailable, participant and Device may be removed from the program and may result in a forfeiture of annual incentives.

3.10.5.3. Exceptional circumstances such as move-outs triggering account closures are exempt from the 24-month participation requirement.

3.10.5.4. If the Device changes ownership, re-enrollment in the program will only qualify the participant for the annual incentive.

3.10.5.5. If the Device is replaced, the participant may be eligible for a subsequent enrollment incentive only if the Device undergoes a complete replacement, pending incentive availability and eligibility defined at the time of the new interconnection application.

3.10.5.6. The program participant, Device owner, and PSE account holder must be the same. Device owners who are not also the enrolled PSE account holder are not eligible for the program (e.g., landlord whose tenants are PSE account holders). PSE account holders may enroll if prior agreement from Device owner is received. If found that enrollment of a device with an owner different from the PSE account holder is not meeting the terms of the program, enrollment may be terminated.

3.11. Opting Out – You have the option to not participate in Events. A Participant may opt out of events at their sole discretion as supported by the device manufacturer. See section 3.10.4 regarding Performance requirements for the annual incentive.

4. Incentives.

In connection with the Program, PSE may offer 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 qualifications for Incentives in its sole discretion. All enrollment Incentive payments will be made in the form of a customer-selected gift card except for Flex

Batteries. Flex Batteries participants will receive a check for enrolling. Subsequent Flex Batteries annual incentives will be issued as a check or customer-selected gift card. The amount, timing, and frequency of payment depends on the participating Device as detailed in Section 3 above. Please allow 4 to 6 weeks for processing Your registration and payment. PSE reserves the right to alter or change the form of Incentive payments and/or method of payment delivery. Third-party incentive processor will receive your name, email, mailing address and PSE account number in order to process your incentives.

5. Eligibility for Incentives.

If You suspend or terminate your participation in the Program for any reason during the Term, including by disconnecting Your Devices, You will be ineligible to receive any accrued or subsequent Incentives.

PSE reserves the right to make changes to Incentives from time to time. In such cases, You will be notified via email at the address on file with PSE and will have the option to terminate Your participation.

6. Additional Incentives.

6.1. Referral – PSE currently offers ten dollars (\$10) for each enrollee referred to the program by You. To track referrals, You must use the unique referral link from Your own FlexSaver account.

6.2. Giveaway – PSE may offer a monthly giveaway, called Flex and Win! (“Giveaway”), on a monthly, seasonal basis while promotion is available during the Program, starting November 2023 and ending December 31, 2029, for active residential PSE customers. Winners may be drawn monthly for summer season months: May 1 through September 30; and winter season months: November 1 through March 31 (“Giveaway Monthly Periods”). In total, there will be 10 monthly drawings in a calendar year. In 2023, the first drawing will be for August 2023.

6.2.1. Automatic Entry – Each eligible participant in the Program will be automatically entered in each monthly giveaway to win a \$250 electronic gift card as long as they are a participant in the Program in good standing during that entire Giveaway Monthly Period. Two (2) winners each month for each Giveaway Monthly Period will be selected from all eligible entries. 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 (2) 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 or Flex Rewards Program 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. Only one mail-in entry per individual entrant for each Giveaway Monthly Period. Only mail-in entries received during the Giveaway Monthly Period will be eligible for the drawing for that Giveaway Monthly Period. A separate mail-in entry is required to be eligible for each Giveaway Monthly Period throughout the Giveaway. The Program will not accept bulk-mailed, commercial mailing, mass mailing postcards or letters or any mail-in entries that are late or incomplete. If you are entered automatically as a participant in the Program you cannot enter the Giveaway through a mail-in entry.

The Giveaway is limited to residents of Washington State. By automatically entering into the Giveaway either through participation in the Program or submitting a mail entry, the PSE customer consents to be contacted by email at the address provided.

Giveaway winners will be randomly selected for each Giveaway Monthly Period 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.

There are no substitutions or cash redemptions for any prizes, except in the Program’s sole discretion. Prizes are not transferable and lost or misplaced prizes will not be replaced. Prizes are subject to any terms and conditions on the electronic gift card.

Directors, officers, contractors and employees of PSE and Contractors 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.

8. 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.

9. 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.

10. 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. AutoGrid will report incentives greater than \$600 received in a calendar year as income on IRS Form 1099 unless "Corporation" or "Exempt" tax status is marked on Your W-9. AutoGrid will collect as part of the enrollment process for certain Program(s) or if AutoGrid anticipates succeeding payments to You will total or exceed \$600. AutoGrid can and will withhold any payments until such a W-9, if requested by AutoGrid for certain Program(s), is completed and received.

11. 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.

12. 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.

13. Limitation of Liability.

13.1. Limitation of Liability. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PSE, ITS CONTRACTORS OR THE DEVICE MANUFACTURERS 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.

13.2. 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.

14. Termination.

14.1. 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 via the email You have on record for this Program.

14.2. Termination by You. You may terminate Your participation in the Program at any time and for any reason by unenrolling in the Program via Your Device’s unenrollment process, sending an email to Flex@pse.com, or calling AutoGrid at 888-292-0502. To terminate your water heater’s participation in the Program, contact Energy 350 at 833- 203-1947.

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

14.4. 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.

15. General.

15.1. 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

15.2. 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 premise 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. Communications. 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.

15.8. Consent. You agree to allow AutoGrid to coordinate with You and, as applicable, the manufacturers of your Device(s), to access personally identifiable information to remotely control Your Device(s) from the date You join the Program until the Program ends or PSE terminates Your enrollment. You agree to keep your Device(s) operational and connected to the wireless network of Your premise during the Term at Your sole cost and expense.

ChargePoint is a trademark of ChargePoint Inc.

Wallbox is a trademark of Wallbox USA Inc.

EvoCharge is a trademark of EvoCharge Inc.

Juicebox is a trademark of Enel X Way USA LLC.

SolarEdge is a trademark of SolarEdge Technologies Inc.

Google Nest is a trademark of Google LLC

Neviweb® is a registered trademark of Sinopé Technologies Inc
ecobee is a registered trademark of ecobee Inc. Ltd

MYSAs is a trademark of Empowered Homes Inc

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