TECHNOLOGY INCENTIVE PROGRAM TERMS AND CONDITIONS

Welcome to the Technology Incentive Program ("Program"). By participating in the Program, you may be eligible to receive a Technology Incentive described below, subject to these Terms and Conditions ("**Terms**"). To become a Participant in the Program, you must submit an application to, and have it accepted by, Sponsor and the Utility (as each is defined below).

YOU MUST BE AN EXISTING USER OF THE VENDOR SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE PROGRAM TERMS AND CONDITIONS CAREFULLY. THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these official terms and conditions ("**Terms**") even if your application is not accepted or approved by the Sponsor (as defined below) and the Utility. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and the Utility regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program and/or Device; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties' property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any Reward.**

About the Program. Applicants whose applications to participate in the Program are accepted by Utility (**"Participants"**) and who fully comply with these Terms may be eligible to receive a Technology Incentive set forth below (**"Incentive"**) to be provided Participant's Utility.

Definitions. In the context of these Terms:

- The Program is provided by EnergyHub, Inc., 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 ("**Sponsor**"). The Sponsor is elected by Utility and subject to change at any time by Utility.
- **"Vendor"** means Amazon
- **"Utility"** means Participant's utility, namely Southern California Edison (SCE), and its agents.
- **"Service"** means Sponsor platform.
- **"Sponsor Parties"** means Sponsor, Vendor, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **"Device"** means a device that can be monitored and controlled during the program through the Vendor cloud platform or other communications pathway.
- **"Demand Response Program"** means the demand response programs that qualify for the Technology Incentive Program. This includes Utility's Capacity Bidding Program Elect (CBP-E) and Critical Peak Pricing (CPP) program. Qualifying programs are subject to change at any time by Utility.

Application Consent by Participant. By submitting an application to enroll, Participant authorizes the Sponsor Parties to: 1) collect and exchange data related to Participant's identity, Participant's opt–in or

opt–out status, Participant's energy usage and/or energy production, Participant's Utility account, Participant's electric bill, and operational data about Participant's Devices (collectively, "**Program Data**"), solely for the purposes of determining Participant's eligibility for the Program and operating the Program; 2) review and analyze all of Participant's Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically adjust Participant's Devices (if applicable for Participant's Demand Response Program), as required by the Program at times indicated by Utility (as described below) or for general system testing purposes; 4) send Participant emails, text messages, pre–recorded messages and other notifications related to the Program and other relevant programs, including Participant enrollment status and Program–related adjustments to Participant's Devices; 5) send Participant emails, text messages, pre–recorded messages and other notifications related to surveys about the Program and to share Participant responses to such surveys among themselves; 6) summarize the results of the Program in publicly–available studies, provided that any Program Data included in such studies will be anonymous such that Participants are not individually identifiable; 7) utility to change or transfer Participant's Sponsor at any time without advance notice or consent from Participant; 8) utility to change or update Participant's Program Terms without advance notice or consent from Participant; and 9) inform Participants that acceptance in the Technology Incentive Program is not subject to being approved for the $75 technology incentive.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- Participants must be at least 18 years of age;
- Participants must have one or more Devices that are compatible with and connected to the Vendor platform ("Service") and compatible with the Program design;
- Participants must be actively enrolled in a qualifying Demand Response Program;
- Maintain an active account in good standing on the Service and Utility, and a continuous connection between Participant's enrolled Devices and the Service;
- Assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device–related issues.

Any additional Devices installed as part of Participant's Sponsor system at Participant's Utility service address will be automatically enrolled in the Program and may also participate in Adjustment Events, as described below. Rewards will be provided pursuant to the applicable Utility offer and the automatic enrollment of additional Devices may not result in additional Rewards.

Program Period. The Program will run for the period set forth below (the "**Program Period**"). Participants may be automatically re–enrolled in subsequent Program Periods at Sponsor's discretion, unless Participants terminate participation in the Program, subject to the then–current Terms for the Program.

Adjustment Window & Frequency. Participant enrolled device(s) may be controlled, subject to the then current terms of the qualifying Demand Response Programs and rate schedules. Participants can view qualifying program information at https://www.sce.com/business/savings-incentives/demand-response/demand-responces-aggregator for CBP-E or at www.sce.com/cpp for CPP. Notwithstanding the foregoing, there is no limit Sponsor Parties may access the device(s) for system testing, as described above.

Qualifying device(s), Smart Thermostat, Adjustment Details. Participant agrees to allow Sponsor to control Participant's smart thermostat to reduce Participant's electrical demand during DR event periods. Adjustment Events may change device mode, setpoint, or other settings, as applicable. The frequency and duration of DR event periods may differ from program to program. Participants may visit their DR program event details at SCE.com for more information. During DR event periods, Sponsor reduces Participant's electrical demand by increasing the current smart thermostat setpoint or scheduled target temperature setpoint by up to four degrees Fahrenheit (4°F) to temporarily reduce normal operating patterns. These setpoint increases may be preceded by "pre–cool" periods, wherein the current or scheduled target setpoint is temporarily decreased to prepare the premise for the subsequent setpoint increase. The setpoint change is measured relative to the setpoint of Participant's thermostat at the beginning of an adjustment period and the setpoint defined by the programmed thermostat schedule as set with the Service. Participant's thermostat may be adjusted even if the thermostat is in hold mode at the start of the DR event.

Opting Out of a Setpoint Adjustment. Participant may opt out of a setpoint adjustment at any time from Participant's thermostat or through components of the Service, such as the web portal and smartphone applications. However, at Utility's discretion, Participant may be removed from Program for overriding setpoint adjustments for all DR events in a calendar year, when such overrides consistently occur within the first hour of the DR event. Participants may opt out of the Program in its entirety by emailing sce-tip@energyhub.com or designated Sponsor.

Other Terms and Conditions.

- This Agreement is between Participant and Sponsor.
- Participant may be excluded from being or from continuing to be a Participant if Participant's qualifying device(s) are not connected to the Service for a period of time agreed upon by Sponsor Parties during the program enrollment.
- Participant may be excluded from being or from continuing to be a Participant if Participant overrides setpoint adjustments for all DR events in a calendar year.
- Participant must maintain enrollment in a qualifying Demand Response Program, with an active service account. Participant may not be on a conflicting program or rate with Utility in order to remain a Participant in the Program.

How To Apply. You can apply to participate in the Program through your Vendor web or mobile account or at the program enrollment website specified below. Sponsor and Utility may accept or reject your application in their sole discretion.

How To Withdraw. Once accepted as a Participant in the Program, Participants may withdraw by emailing the Sponsor at sce-tip@energyhub.com or through Participant's account web portal or mobile app. Withdrawal will not affect the other services provided by the Sponsor Parties. By withdrawing, Participants may render themselves ineligible to receive the Reward, participate in the Program in the future, or participate in other programs offered by Sponsor or Provider.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Utility. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. In the event of such termination, Sponsor will provide notice at www.energyhub.com.

Disqualification. Sponsor may terminate Participant's participation in the Program at any time and without liability upon notice to Participant via email if Participant violate these Terms or applicable law, if Participant does not comply with any reasonable request from a Sponsor Party in connection with this Program, if Participant's Utility declares Participant ineligible for the Program, if Participant's account with Vendor or Provider is no longer in good standing, or if Participant does not maintain a continuous connection between Participant's enrolled Device(s) and the Service. If Participant enrolls in a conflicting energy program through Sponsor Parties, Sponsor may terminate Participant's participation in the Program without liability and without notice.

Privacy Notice. By participating in the Program, Participants agree that the Sponsor Parties may collect personal information or data and that if they cannot collect the required information or data, Participant may not be eligible to participate in the Program. Sponsor Parties will protect Participant's personal information and usage data consistent with these Terms and each company's then–current privacy policy. Sponsor's privacy policy is located at: http://www.energyhub.com/privacy-policy.

Changes in Participant's Electricity Costs. Sponsor Parties are not responsible for any changes in Participant's electricity costs during the Program.

Information. Participant represents and warrants to Sponsor that the information Participant provides to Sponsor while applying for and during the course of the Program is accurate and complete, and Participant agrees to promptly notify Sponsor if any information provided during Participant's application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of California without regard to its applicable principles of conflicts of law. The Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS

WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANTS INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY PARTICIPANTS AND/OR A BREACH OF ANY WARRANTY BY PARTICIPANTS AND/OR TO ANY ACT, DEFAULT OR OMISSION BY PARTICIPANTS UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANTS AGREE TO HOLD THE SPONSOR PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Sponsor and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward.

These Terms constitutes the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If the Participant and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act (“FAA”). Participant gives up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. Participant and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, Participant agrees that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non–availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in New York City, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify Participant by email at the most current email address we have on record for Participant when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to Participant. Participant's continued participation in the Program thereafter signifies Participant's acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage Participant to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including Participant's indication of acceptance of these Terms by a click–through or click–wrap process presented on Vendor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between Participant and the Sponsor.

Additional Program Details. Utility offers a technology incentive of seventy–five dollars ($75) to Participants who are enrolled in a qualifying DR program, and demonstrate performance based upon data from the qualifying device(s) and/or Participant's energy usage data. Participants must be enrolled in a qualifying DR program at the time the Participant's Program application is submitted to qualify for the technology incentive. Utility reserves the right to issue the technology incentive to the Participant in the form of a bill credit or other method determined by the Utility. To qualify for the $75 technology incentive, the following conditions apply:

- Participants who previously received a technology incentive less than seven and a half (7.5) years for the same service account within this Program or any other DR program will be ineligible.
- Utility will not issue a technology incentive for a qualifying device(s) with the same serial number that has previously received a technology incentive for this Program or any other DR program, including payment to a different Participant of the device(s).
- If Participant's service account is not active or Participant unenrolls from the qualifying DR program before Utility processes Participant's Program application or before Utility issues the technology incentive, Participant's technology incentive will be cancelled.
- The technology incentive is limited to one incentive per service account during a seven and a half (7.5) year period or once every two–thousand seven hundred and thirty–seven (2,737) days and will not exceed $75. Participants that install multiple qualifying devices under the same account will not be eligible for multiple incentives or incentives in excess of $75.
- Participants with more than one service account (e.g., a second home or business) may be eligible for a technology incentive. Utility reserves the right to evaluate and provide a technology incentive to Participant's with more than one service accounts on a case–by–case basis.
- Participants who received a qualifying device, at no cost to the Participant, from a Utility energy efficiency or other energy savings or conservation program (e.g., the Direct Install Program), are not eligible for a technology incentive.

- Utility reserves the right to issue the technology incentive to the Participant within one to two billing cycles.
    - "In the event the technology incentive is provided in error, Utility reserves the right to debit the Participant account within 90 days of the occurrence to comply with the above conditions.
- The Program and the Program incentives are funded by Utility customers and administered by Utility under the auspices of the California Public Utilities Commission. Incentives are available on a first–come, first–served basis until such funds are no longer available or as determined by the Utility. This Program and the Program incentives may be modified or terminated without prior notice.
- The Program application for enrollment is available at the following website address: https://amazon.energyhub.net/ss/enroll/sce-tip
- EnergyHub contact information: sce-tip@energyhub.com
- Program Period: The Program will run throughout the year. Participant will be automatically re–enrolled annually at the Sponsor's discretion, unless Participant terminate their participation, subject to the then–current Terms for the Program.
- The Program Terms are available at the following website: https://amazon.energyhub.net/ss/terms/sce-tip/amazon-sce-tip.html

Authorization to Receive Participant Information. By submitting this Agreement, Participant also gives Sponsor and Utility the following permissions:

- I authorize Sponsor to act as my agent in connection with my participation in "Program."
- SCE will provide eligibility information including name, email address, and service address back to Sponsor for program participation, which may include information regarding my enrollment or participation on a qualifying DR program or other eligibility related information.
- I authorize Sponsor Parties to exchange data related to my qualifying device(s) data/usage details for the sole purpose of fulfilling their obligations under the Program.
- Authorization is given for the period commencing with the date of execution until I cancel this authorization, whichever comes first.
- SCE will provide the eligibility information requested above to Sponsor to the extent available, at no charge to me.
- I declare under penalty of perjury under the laws of the State of California that I am the customer of record for the service account provided.
- I certify that Sponsor has authority to act on my behalf and request the release of information for the account listed above and perform the specific acts and functions listed above.
- I understand that SCE reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf.

- I authorize SCE to release the confirmation of eligibility on my service account to Sponsor who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, cause of action, damages, or expenses resulting from: 1) any release of information to Sponsor pursuant to this authorization; 2) the unauthorized use of this information by Sponsor; and 3) from any actions taken by Sponsor pursuant to this authorization.

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