

Greenville Utilities Commission Electric Customer Agreement

Smart Thermostat Pilot Program

Terms & Conditions

This agreement is made between the Greenville Utilities Commission (GUC) and the Customer for the purpose data research and use of the ecobee Wi-Fi smart thermostat as a load management device (Program).

Customer Eligibility Requirements:

- Customer must be a GUC residential customer
- Customer must be the account holder of record where thermostat(s) is installed
- The Customer agrees to maintain an active account with GUC throughout the duration of the Program
- Customer must not currently be enrolled in GUC's "Beat the Peak" residential load management program with their central air conditioner, heat pump, or electric furnace being controlled
- The Customer certifies that they have a compatible air-conditioner, heat pump or electric furnace in good working order
- The Customer agrees to maintain the connection between their enrolled thermostat(s) through an Internet Service Provider for Wi-Fi connectivity
- The Customer agrees to assist support personnel in resolving connectivity or other issues relevant to the Program
- The Program is a load management program and the Customer agrees to participate in monthly control events of their air-conditioner, heat pump, or electric furnace
- Customer enrollment is limited to two (2) thermostats per account
- Customer agrees to Terms and Conditions of the Program

Control Events:

The Customer agrees to allow GUC, in coordination with ecobee, to interface with their enrolled thermostat during monthly peak load events through the ecobee utility web portal and eco+. During the event, the eco+ feature will adjust the thermostat's settings based on user defined savings preferences. Upon completion of an event the thermostat settings will return to normal operation. A control event will last no longer than six hours. Control events will be restricted to no more than eight events in any one month. The Customer will receive control event notifications on the ecobee thermostat screen.

Term:

The term of the Program will be a minimum 12 consecutive months, beginning on the date of enrollment. After 12 months, the term will automatically renew annually until cancelled by either the Customer or GUC. If the Customer terminates their participation before completion of the initial 12-month term or fails to comply with the Terms & Conditions set forth, the Customer agrees to pay a \$50 early termination fee.

Customer Data:

The Customer agrees to allow GUC to provide aggregated energy use data to ElectriCities of North Carolina (ElectriCities), ecobee, and participants in the Program for explicit use for this Program prior to, during, and beyond the term of this Program. Data will be used to determine Program efficiency and peak demand reductions. GUC shall not provide/share individual account information.

Customer Compensation:

Upon Customer enrollment and verification of account eligibility; Customer will receive a one-time enrollment incentive, in the form of a bill credit, in the amount of \$50.00. Credits will be applied to account within 2 bill cycles. Customer will receive a monthly participation bill credit of \$5.00 per thermostat for participating in all monthly peak load events with one (1) opt-out option per month.

Indemnification:

The Customer shall indemnify, defend and hold harmless GUC, their affiliates, and their contractors, officers, directors, employees, agents, successors, assigns, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of the Customer's participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the indemnified Parties.

Warranty Disclaimer / Liability:

Except as expressly stated herein, GUC makes no other representations, warranties, or guarantees (including third-party warranties). In no event shall GUC be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the use of the Customers Portal, Equipment, or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Customer waives and releases GUC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns, and representatives from all obligations (other than provision of the Equipment) and for any and all liability or claims arising in connection with the Equipment, the Customer Portal, or any work or service provided by GUC provided resulting Customer agrees to look solely to the manufacturer of the Equipment.

Greenville Utilities Commission Electric Customer Agreement
Smart Thermostat Program Consent Form

By signing below, Customer agrees and accepts the terms and conditions of this Smart Thermostat Program Agreement.

Customer

Sign: _____

Print: _____

Date: _____

Account Number: _____

Service Location:

ecobee thermostat serial number (ESN)

ESN# _____

ESN# _____