

General Information

The Lansing Board of Water & Light's (BWL) "Peak Power Partner" program (Program) opens the BWL's Demand Response (DR) energy program platform to residential electric customers who purchase and install a compatible system device (i.e., smart thermostat) with central air conditioning in their homes.

BWL residential electric customers (Customers) will be able to earn a gift card by allowing BWL shared access to their system device to maximize its value for all Customers by reducing costs at peak energy consumption times to assist the BWL in reducing energy production and emissions.

Below are essential terms that you, the Customer (You), must understand and agree to participate in the Program:

Terms

1. Eligibility: All BWL Customers who participate in the Program must (i) be electric customers, (ii) have central air conditioning, (iii) have a working Wi-Fi network, (iv) purchase or own a compatible system device (i.e., Wi-Fi-enabled smart thermostat).

2. Access for BWL: You must allow the BWL or BWL's third party vendor access to control your system device to participate in the Program. This means that You are responsible for having (i) a working and reliable internet connection and Wi-Fi network and other related equipment in your home that is positioned to communicate reliably; (ii) an internet service provider ("ISP"); and (iii) other system elements that may be specified as required by the BWL or the manufacturer of any required equipment (i.e., smartphone apps). You are responsible for all fees charged by the ISP in connection with participation in the Program.

Your participation in the Program will be terminated if the BWL or BWL's third party vendor is unable to communicate with or access the system device and communication or access is not restored within 60 days after notice from the BWL. Reconnection, as provided herein, may only happen once annually.

3. System Device Performance: If the system device fails to perform, You will have 60 days to resolve the issue, have a BWL test, and verify that performance has been restored. If performance is not restored within 60 days, the BWL may terminate your participation in the Program.

4. Control of System Device: You acknowledge that the BWL or BWL's third party vendor will control the device system in your home and agree that the BWL or BWL's third party vendor may access and control your device during Peak Events *and* other periods to benefit grid services such as peak reduction and other ancillary services. A "Peak Event" is defined as a period in which the BWL or BWL's third party vendor will make necessary changes to the system device (i.e., thermostat temperature). Peak Events are anticipated to occur an average of 4 to 6 times

per month, with a duration of up to 4 hours for each event. Customers may be notified by BWL of a Peak Event via electronic methods.

5. Data Access: As part of this Program, You consent to the BWL and/or BWL's third-party vendor access and use of specific Customer data and information, including energy usage and consumption data, as well as non-sensitive personally identifiable information (Customer Information). By signing up to participate in the Program, You consent to this Customer Information being accessed and provided to or by the BWL and/or a BWL third-party vendor. This Customer Information will assist in programming, reporting, monitoring, and controlling the system device, as well as other uses consistent with the BWL's Privacy Policy (available upon request) and as provided in applicable third-party vendor terms and conditions.

6. Acknowledgment of Customer: You acknowledge and agree that the BWL or BWL's third party vendor will be permitted to control the system device associated with the Program installed in your home. You acknowledge that You remain responsible for the system device's maintenance, repair, and replacement.

7. Enrollment & Term: This Agreement shall commence upon your enrollment in the Program and shall continue for a period of three (3) years (the "Initial Term"), renewing annually after the Initial Term. Either party may terminate this Agreement by providing the other party with 30 days written notice of termination.

8. Liability: The BWL shall not be liable for any direct, indirect, special, or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, unavailability of, or status of the system device or Customer's participation in the Program. The BWL is not responsible for any costs related to repairing, maintaining, or replacing your system device. If replacement of your thermostat is necessary, you must notify BWL.

9. Indemnification: You agree to indemnify, hold harmless, and release the BWL or BWL's third party vendor from any actions or claims arising from BWL's or BWL's third party vendor's access and use of the system device or related in any way to your participation in the Program, including liability from any incidental or consequential damages.

10. Notice and Miscellaneous: You must send any Notice required under this Agreement to PeakPowerPartner@lbwl.com. The laws of the State of Michigan shall govern this Agreement. Any change to the terms of this Agreement must be in writing and signed by You and the BWL. The BWL reserves the right to withdraw or change the Program at any time without notice.

By signing this Agreement, I agree that I have read and understand the above terms.