

City Utilities of Springfield, Missouri
CU Peak Rewards Program - Terms and Conditions

1. Program. The CU Peak Rewards Program (“Program”) is offered by City Utilities of Springfield, Missouri (“City Utilities”) with assistance from third party vendors. This voluntary Program allows participating customers to easily reduce their energy usage during times of peak demand, and when energy conservation is most needed to preserve system resources. Details of the Program are set out in the Program Guidelines, which can be found at cityutilities.net/PeakRewards. **These Terms and Conditions are a legal agreement between you and City Utilities governing your participation in the Program. BY CLICKING THE ACCEPT BOX OR OTHERWISE USING THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.**

2. Eligibility. Eligibility for participation in the Program is limited to customers who receive electric service from City Utilities at a service address with an installed, qualifying smart thermostat (“Qualified Thermostat”). A list of eligible smart thermostats can be found at cityutilities.net/PeakRewards. The thermostat must be connected to Wi-Fi. The customer must consent to receive notifications via email.

3. Enrollment & Term. You must enroll in the Program through your smart thermostat app or through City Utilities’ website. Your participation in the Program will begin upon the approval of your application and shall continue for a period of one year (“Initial Term”), renewing annually (each subsequent year a “Renewal Term”) until terminated. You may terminate your participation at any time after the Initial Term and for any reason by sending an email to peakrewards@cityutilities.net or calling City Utilities Energy Services department at 417-874-8200.

4. Incentive. Customers who enroll in the Program will receive a one-time enrollment incentive of a bill credit or gift card. If you remain enrolled in the Program for a full year, you are eligible to receive an annual program incentive via gift card or utility bill credit. However, City Utilities reserves the right to unenroll customers from the Program for any reason without liability or penalty.

5. Access and Control of Device. As part of the Program, City Utilities will occasionally adjust the energy demand of participating customers via their Qualified Thermostats, for purposes such as peak reduction, as well as other ancillary services (each occasion a “Peak Event”). Some Peak Events may occur with a period of pre-cooling or pre-heating to improve comfort during the Peak Event. To participate in the Program, you must allow City Utilities shared remote access to a Qualified Thermostat and must grant City Utilities permission to remotely adjust that thermostat up to a maximum of fifteen (15) times during each one (1) year term, as set out in the Program Guidelines. Before each Peak Event, customers will receive a notification that a Peak Event has been scheduled. Notifications will be issued up to a day in advance, or as soon as the need for a Peak Event has been identified. Peak Events will occur up to 4 hours at a time, and a maximum of once per day. Customers can “Opt Out” of a Peak Event by responding accordingly to the app notification, or by adjusting the temperature via the Qualified Thermostat during the Peak Event. Any adjustment made to the Qualified Thermostat during a pre-cooling or pre-heating phase or during the Peak Event, other than an adjustment by City Utilities, will result in an Opt Out. If you

Opt Out of a Peak Event, you will remain enrolled in the Program. However, City Utilities reserves the right to unenroll customers from the Program for any reason without liability or penalty.

6. Device System Requirements. The service address where the Qualified Thermostat is installed must have (i) a working and reliable internet connection and Wi-Fi; (ii) an internet service provider ("ISP"); (iii) other system elements that may be specified as required by City Utilities or the manufacturer of any required equipment (i.e. smart phone apps). These system requirements are referred to jointly herein as the "Device System."

7. Performance Issues. If the Device System fails to perform, or if City Utilities is unable to communicate with or remotely access the Qualified Thermostat, City Utilities will notify you as soon as reasonably practical. From the date of notification, you will have 60 days to resolve the issue and to request City Utilities test and verify that the issue has been resolved. If the issue is not resolved within 60 days of the notification, City Utilities may elect to terminate your participation in the Program. If replacement of your Qualified Thermostat is necessary, you must notify City Utilities and re-enroll any new Qualified Thermostat to remain in the Program. You will remain responsible for maintenance, repair and replacement of the Device System at all times.

8. Data Access. By participating in this Program, you consent to allow City Utilities and its third-party vendor(s) to access and use certain customer data and information, including non-sensitive personally identifiable information. This information will be used to assist in programming, reporting, monitoring, and adjusting the Qualified Thermostat, as well as other uses consistent with City Utilities' Privacy Policy, and as provided in applicable third-party vendor terms and conditions.

9. No Warranty. City Utilities 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 Device System. City Utilities is not responsible for any costs related to the repair, maintenance or replacement of the Device System, or any costs or fees associated with internet service. CITY UTILITIES IS NOT RESPONSIBLE FOR THE QUALIFIED THERMOSTAT PERFORMANCE AND DOES NOT PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED. PARTICIPATION IN THE PROGRAM IS OFFERED WITHOUT WARRANTIES OF ANY KIND. CITY UTILITIES MAKES NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Release & Indemnification. By enrolling in the Program, each respondent agrees for him or herself and for his or her heirs, executors, and administrators (a) to release, defend, indemnify, and hold harmless City Utilities and their respective officers, directors, employees, agents, and affiliates (collectively, the "Released Parties") from any and all costs, injuries, losses, or damages of any kind due in whole or in part, directly or indirectly, to participation in the Program or any Program-related activity; (b) that the Released Parties have neither made nor are in any manner responsible or liable for any representation or guarantee, express or implied, in fact or in law, with respect to the Program; and (c) to be bound by these Terms and Conditions and to waive any right to claim any ambiguity or error herein or in the Program itself. Failure to comply with these conditions may result in disqualification from the Program at City Utilities' sole discretion. This

release, defense, indemnification and hold harmless obligation shall survive the expiration or termination of the Program.

11. Governing Law and Venue. This Program is governed by the laws of the State of Missouri, without respect to conflict of law doctrines. Venue for any such dispute shall be the state or federal court having jurisdiction in Greene County, Missouri.

12. Notices. Any notice required to be sent to City Utilities under these Terms and Conditions must be sent to peakrewards@cityutilities.net. Any change to the Terms and Conditions must be in writing signed by you and City Utilities. If a customer is removed from the Program, a notice will be sent to the customer via email as soon as reasonably practical notifying the customer. City Utilities reserves the right to remove any customer from the Program for any reason without liability or penalty.

13. General Terms. If any provision of these Terms and Conditions is invalid or unenforceable, then the provision may be modified or amended by City Utilities to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the term or condition shall be severed from these Terms and Conditions with no effect upon the remaining provisions. These Terms and Conditions state the entire agreement between City Utilities and the customer. These Terms and Conditions do not confer any rights or remedies upon any person other than City Utilities and the customer. City Utilities will not be considered in default under these Terms and Conditions to the extent that its performance is delayed or prevented by events outside its reasonable control. The failure of City Utilities to insist upon the performance of any provision hereof or to exercise any right or privilege granted hereby will not be construed to be a waiver of such provision, right, or privilege. City Utilities reserves the right to cancel the Program at any time without notice.

By clicking on the “I accept” box, you agree that you have read, understood, and accept the above Terms and Conditions.