

PROGRAM TERMS AND CONDITIONS

Welcome to the SECO Smart Connect (“Program”). By becoming a Participant of the Program, you may reduce stress on the grid in your electric service area. By participating in the Program, you may be eligible to receive the Reward 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 SECO Energy (as each is defined below).

YOU MUST BE AN EXISTING USER OF THE VENDOR SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS 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 Terms. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and SECO Energy 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; 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 SECO Energy (“**Participants**”) and who fully comply with these Terms may receive the incentive set forth below (“**Reward**”) to be provided to you by SECO Energy. To receive the Reward, you must be accepted as a Participant by the Sponsor and SECO Energy. Participants may also help reduce stress on the electric grid.

Definitions. In the context of these Terms,

- The Program is provided by Virtual Peaker, Inc., 825 E. Market Street Suite 203 Louisville, KY 40206 USA (“**Sponsor**”).
- “**Vendor**” means the third-party manufacturer or provider of the Participant’s Device.
- “**SECO Energy**” means Sumter Electric Cooperative, Inc. d/b/a SECO Energy, and its successors and/or assigns.
- “**Sponsor Parties**” means Sponsor, Vendor, and SECO Energy, 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.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your opt-in or opt-out status, your energy usage and/or energy production, your SECO Energy account, your electric bill, and operational data about your Devices (collectively, “**Program Data**”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your 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 your Devices, as required by the Program at times indicated by SECO Energy (as described below) or for

general system testing purposes; 4) send you emails, text messages, pre-recorded messages and other notifications related to the Program and other relevant programs, including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program and to share your 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 you are not individually identifiable. You further agree that Sponsor and SECO Energy may retain any Device-specific operational data, and any de-anonymized personal information provided to them by Vendor for up to one (1) year from the date Vendor initially provides such data to Sponsor.

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:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the Vendor platform (“Service”) and compatible with the Program design;
- You are the Member of record of the residential electric account at your service address and your account is in good standing with SECO Energy;
- Your Device is located in a residence that is occupied by the account holder year-round;
- You agree to participate in Adjustment Events as described in **Program Period** details;
- Maintain an active account in good standing with the Sponsoring Parties on the Service, and a continuous connection between your 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 your Sponsor system at SECO Energy 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 SECO Energy 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**”). You may be automatically re-enrolled in subsequent Program Periods at Sponsor’s discretion, subject to the then-current Terms for the Program.

Program Description. Participant agrees to allow Sponsor Parties to control the Participant’s Devices during the Program Period. Such adjustments are referred to as “**Adjustment Events**.” Adjustment Events may change device mode, setpoint, or other settings, as applicable. For Devices that allow for temperature control, Adjustment Events may include or be preceded by “pre-cool” or “pre-heat” periods, wherein the then-current or scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. For Devices that discharge energy, Adjustment Events may include or be preceded by charging events, if the Device was not already at 100% state of charge. Participant may opt out of an Adjustment Event at any time directly by adjusting their device.

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

How To Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing the Sponsor contact address specified below or calling your Vendor. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the participation Reward, participate in the Program in the future, or participate in other programs offered by Sponsor.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from SECO Energy. 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. SECO Energy reserves the right to terminate the Program at any time.

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

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at <https://virtual-peaker.com/privacy-policy>

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of Florida 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, YOU 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 YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU 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 constitute the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Sponsor Parties 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"). You are giving 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. The costs of arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties. Each party shall bear its own costs and attorneys' fees for preparing and presenting its case. The parties shall mutually agree on the location of such arbitration.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You 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, you agree 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 proper federal court located in Florida shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. SECO Energy may modify these Terms at any time. You will be notified by email at the most current email address SECO Energy has on record for you when SECO Energy makes any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your 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 SECO Energy's website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your 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 you and the Sponsor.

Additional Program Details.

- Utility Program website address: <https://www.secoenergy.com>
- Program contact information: smartconnect@virtual-peaker.com
- The Program application for enrollment is available at the following website address: [SECO Smart Connect \(virtual speaker.io\)](https://virtual-speaker.io)
- Thermostat Program
 - Reward: Participants can earn an initial (one-time) enrollment credit on their electric bill of \$50 per home enrolled. Participants can earn \$10 credit on their electric bill for participating in the winter season (October 1 - March 31) and remain enrolled for the entire season. Participants can earn a \$20 credit on their electric bill for participating in the summer season (April 1 - September 30) and remain enrolled for the entire season. The Cooperative may terminate a Participant from the Program in the Cooperative's sole and reasonable discretion for any reason. For Google Nest participants, winter season is November 1 – April 30 and summer season is May 1- October 31.
 - Program Details: Adjustment Events may only occur between 6:00 a.m. and 10:00 p.m. The maximum allowable hours per season is 80 hours, not including the “pre-cool” or “pre-heat” period. An Adjustment Event may not exceed 4 hours, not including the “pre-cool” or “pre-heat” period.
 - Program Period: The Program Period is the duration of the program from January 1 through December 31 and consists of two seasons. The summer season runs from April 1 through September 30; the winter season runs from October 1 through March 31. For Google Nest participants, winter season is November 1 – April 30 and summer season is May 1- October 31.
- Electric Vehicle (EV) Charging Program
 - Reward: Participants can earn \$7 credit each month on their electric bill for participating in the program with no more than 1 instance of charging outside of the Program Details (as defined below) in each month.
 - Program Details: Participants agree to charge all-electric EVs during Super Off-Peak hours (12:00 a.m. to 6:00 a.m.). The EV must be owned or leased by the Participant and must charge using a level 2 charger.
 - Program Period: The Program Period is the duration of the program from January 1 through December 31.
- Battery Program
 - Reward: Participants can earn \$1/kW credit each month on their electric bill for participating in the program, based on their inverter's power output and with no more than 1 opt-out per month. Participants can earn \$0.30/kWh for energy participated in Adjustment Events, with no more than 5 opt-outs within the Program Period.
 - Program Details: Adjustment Events may only occur between 6:00 a.m. and 10:00 p.m. The maximum allowable hours per calendar year is 180 hours. An Adjustment Event may

not exceed 4 hours. The battery must provide energy for 2 to 4 hours with a power output of 2 kW up to 10 kW. The battery will not discharge below 20% of capacity during an Adjustment Event. If a battery is less than 100% charged prior to an Adjustment Event, the battery will automatically charge prior to the Adjustment Event.

- o Program Period: The Program Period is the duration of the program from January 1 through December 31.