

TERMS AND CONDITIONS Bring Your Own Device (BYOD) Program

CUSTOMER ELIGIBILITY REQUIREMENTS: Customer must be an RPU residential or small general service electric customer. Customer must be an active account holder where the thermostat(s) is installed. Customer may own, rent, or lease the residence or building. Participating thermostat(s) must be a qualifying ecobee, Honeywell, or Google Nest thermostat. Customer must have a compatible air-conditioner or heat pump that is in good mechanical condition. Customer must have a Wi-Fi network compatible with the thermostat. Customer agrees to maintain thermostat connectivity. Customer agrees to allow Rochester Public Utilities (RPU) to use data related to energy usage to measure program impact on consumption during Peak Savings Events. Customer agrees to the Terms and Conditions of the BYOD program.

PARTICIPATION IN PEAK SAVINGS EVENTS: During the season of peak electric use, May 1 – September 30, the Customer agrees to allow RPU to adjust the temperature of their thermostat from their normal setting, by two (2) to four (4) degrees, during peak use hours (anywhere from 10am – 8pm, with the exception of Google Nest thermostats between 12 pm – 8 pm). This is done when RPU initiates a signal to enrolled Customers creating a Peak Savings Event.

A Peak Savings Event will have a duration of between one (1) and four (4) hours. Peak Savings Events are based on weather forecasts and grid strain so, the time and duration of a Peak Savings Event can change accordingly. Peak Savings Events will be limited to six (6) to eight (8) events per month. Customers will receive notification of a Peak Savings Event prior to the event taking place. If the thermostat functionality allows for pre-cooling, RPU may pre-cool the house by adjusting the thermostat down by a couple of degrees. Once the Peak Savings Event is over the thermostat will resume normal operation.

PROGRAM COMMUNICATION: Customers enrolled in the BYOD program will be notified of Peak Savings Events through RPU's customer web portal, email, SMS or by the smart thermostat manufacturer via a mobile app. By providing a cellular phone number and an email address, the Customer agrees to receive text messages, voice messages and/or emails in regards Peak Savings Events. **ACCESS TO DEVICE:**

Customer agrees that they are responsible for having (i) a working and reliable internet connection and Wi-Fi network and other related equipment in their home that is positioned to communicate reliably; (ii) an internet service provider ("ISP"); (iii) other system elements that may be specified as required by RPU or the manufacturer of any required equipment (i.e. smart phone apps). The Customer is responsible for all fees charged by the ISP in connection with participating in the BYOD program. **DEVICE**

PERFORMANCE: If the device system fails to perform, the Customer will have 30 days to resolve the issue and to have RPU test and verify that performance has been

restored. If performance is not restored within 30 days, RPU may elect to terminate the Customer's participation in the BYOD program. If communication or access is restored, the Customer may opt back in with a to-be-determined reconnection date. Reconnection as provided herein may only happen once annually.

ENROLLMENT AND TERM: The Customer agrees to participate in the BYOD program for 12 consecutive months, beginning on the date of enrollment. Customers will automatically remain on the program each year until either party decides to end participation. Either party may terminate participation by providing a written notice of termination or by contacting RPU's Customer Care. RPU reserves the right to modify the Terms and Conditions at their discretion. **CUSTOMER DATA:** The Customer consents to RPU and/or RPU's third party vendor access and use of certain Customer data and information, including energy usage and consumption data. By signing up to participate in the BYOD Program, the Customer consents to this information being accessed and provided to or by RPU and/or RPU's third party vendor. This information will be used to assist in programming, reporting, monitoring, and controlling the device system, as well as other uses consistent with RPU's requirements in reporting to the Minnesota Department of Commerce as part of Minnesota's Energy Conservation and Optimization Act of 2021 (Minn.Stat.Section 216B. 2401). RPU will treat such data as confidential, and the data shall be shared as an aggregation of customer participation. **ACKNOWLEDGEMENT OF CUSTOMER:** The Customer acknowledges and agrees that RPU will be permitted to control the smart thermostat that is installed in their home during Peak Savings Events associated with the BYOD program. The Customer acknowledges that they remain responsible for connectivity, maintenance, repair and replacement of their smart thermostat.

CUSTOMER COMPENSATION: Eligible customers will receive a one-time \$50 enrollment incentive, as a bill credit and must remain on the program for 12 consecutive months. Enrollment incentives will be applied within four (4) to six (6) weeks of approval. One (1) incentive per account, per service location. The Customer agrees to participate in Peak Savings Events to receive a year-end \$25 bill credit. Year-end incentives will be applied to the Customer's electric utility bill during the months of November – December. **INDEMNIFICATION:** The Customer shall indemnify, defend and hold harmless RPU, 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 BYOD program. **WARRANTY DISCLAIMER / LIABILITY:** RPU 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 Customer's smart thermostat. RPU is not responsible for any costs related to the repair, maintenance or replacement of your smart thermostat. By signing up, the Customer agrees that they have read and understand the terms of participating in RPU's BYOD program.