

SCP Rewards: Alerts Terms and Conditions

Participation in Sonoma Clean Power (“SCP”) SCP Rewards Program (“Program”) Alerts option (“Alerts”) is legally bound by the following terms and conditions. Participating customers agree to comply with these terms and conditions and certify that they are eligible to participate in the Program, including Alerts. These terms and conditions do not alter any other terms for other programs or services the participating customers receive from SCP.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in Alerts and receive energy savings payments (“Rewards Payments”), equipment incentives and equipment discounts, and bill credits (“Bill Credits”) (collectively, the “Rewards”). Participating Customers must have a PG&E SmartMeter™ with time-based metering and must not enroll in another demand response program. Missing data from PG&E may prevent participation in Alerts. All participants in Alerts must be on a SCP residential rate.
2. Alerts compensates Customers for reducing energy use during specific times of year and day. SCP determines the times of these periods of energy use reduction and will notify the Customer of these events (“Energy Saving Event”).
 - a. SCP, or SCP’s designated Alerts implementer, issue Energy Saving Event alerts to Alerts participants requesting them to reduce their energy usage. Energy Saving Events are from 1 to 2 hours in duration (varies for Flex Alert¹ events) and can occur any time during May 1-October 31 from 4 p.m. - 9 p.m. Energy Saving Events will occur at SCP’s discretion (no more than four times per month) and may include additional events when the California Independent System Operator (CAISO) issues Grid Alerts and Flex Alerts.
3. Enrolled customers that no longer wish to participate must choose to unenroll through SCP’s website, via email, or by phone.
4. Customers who directly enroll in Alerts can use the SCP website, mobile or web application. By enrolling, the Customer warrants that it has all necessary authorization to enroll. Customers must agree to and abide by all terms, conditions, and restrictions of the Program, including Alerts.
5. Customers may elect to receive alerts via email or text message and may unsubscribe to alerts at any time.
6. Participating Customers must provide a current contact for event alerts (phone or email address) to continue enrollment in the Program, including Alerts. Failure to receive Energy Saving Event alerts will disqualify Customers from participating and receiving performance Rewards for reducing energy use.

¹ A Flex Alert is defined as a request issued by the California Independent System Operator (CAISO) recommending that consumers voluntarily reduce electricity use. These alerts are issued for a specific time to prevent stress on the electric grid which is generally caused by high demand or short supply and can lead to reduced grid reliability.

7. Whenever possible, Energy Saving Event alerts will be provided by email, text or phone call to the designated contact no later than 5 p.m. on the calendar day preceding an Energy Saving Event. Statewide Flex Alerts may be issued on the same day as the event.
8. Once an Energy Saving Event request has been issued, the Customer has the flexibility as to what action to choose to reduce energy consumption.
9. Participation in any Energy Saving Event is entirely voluntary. However, Customers must be enrolled under an existing SCP account and reduce electricity consumption during the Energy Saving Event to receive a Rewards Payment. The amount of energy savings from Baseline Energy Use² will impact the Rewards, including any Rewards Payment, earned.
 - a. Customers whose energy reduction cannot be calculated due to missing or incomplete time-based metering data from the SmartMeter™ or from another unspecified issue will not receive Rewards. SCP has the discretion to unenroll any Customer from SCP Rewards if PG&E does not provide time-based metering data.
10. No fewer than once per year, Customers will be able to receive their Rewards Payment or donate it to one of the SCP Rewards Community Partners. Customers must have a valid email address and mailing address with SCP Rewards to receive a Rewards Payment. If Customer chooses to keep Rewards Payment, Customer will receive payment as an electronic gift card (e-gift card), a bill credit, or a check issued on behalf of SCP.
11. In lieu of keeping the Rewards Payment, Customer may choose to donate the Rewards Payment amount to a current SCP Community Partner. Community Partners are subject to change and Customer will be notified to change their donation selection if their selection is no longer contracted with SCP. A list of current Community Partners is found at www.sonomacleanpower.org/alerts. The Customer's name, address, and contact information will not be shared with the Community Partner unless Customer requests to do so. Any donation will not be considered a tax deduction.
12. If donating to one of the Community Partners, Customer understands and acknowledges that this donation shall not be considered a charitable donation per state or federal guidelines.
13. Restrictions. In connection with Customer's participation in the Program, Customer agrees that they will not:
 - a. Use the Program for any unlawful purpose;
 - b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
 - c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, service providers, and agents;

² Baseline Energy Use is determined using the Demand Response industry standard methodology of "High 5 of 10" which can be described as the five highest demand days of the last ten similar service days (excludes holidays).

- d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
- f. Decompile, reverse engineer, or otherwise attempt to obtain the source code, underlying ideas, or information relating to the Program.

A violation of any of the foregoing is grounds for termination of a Customer's right to use or access the Program.

14. A Customer does not need to purchase or install any smart devices in their home to be eligible to enroll in Alerts.
15. Rewards Payments are available while Program funds last.
16. SCP reserves the right to withhold Rewards Payments for any Customers deemed to be violating the terms, conditions, and restrictions of the Program.
17. Reward Payments are subject to change.
 - a. Rewards Payments are available for Customers who demonstrate energy savings during Energy Saving Events. For every Energy Saving Event that Customer chooses to participate in, Customer will earn \$2/kilowatt-hour (kWh) (subject to change) Rewards Payment for any energy use decreased compared to their Baseline Energy Use.
 - i. "Baseline Energy Use" is determined for each Customer based on the energy they are predicted to use during an Energy Saving Event as if they had not participated in an Energy Saving Event.
 - ii. There will be no Rewards Payment penalty for any Customer who does not reduce energy use during an Energy Saving Event, whether they elect to participate in the Energy Saving Event or not.
 - b. Customers enrolled in Alerts may participate in other Program options at the same time. See the SCP Rewards website www.sonomacleanpower.org/rewards to view all Program options. Other Program options may provide Bill Credits to allow SCP to manage installed smart devices. For Customers participating in multiple Program options, Rewards Payments received will be less any monthly Bill Credits received from another Program option.
18. SCP Rewards terms and conditions are subject to change without prior notice. Customers will be notified via email within ten (10) days of any updates to the Program terms and conditions. Any updates to the Program terms and conditions will also be available on the SCP Rewards webpage www.sonomacleanpower.org/alerts.
19. Collection and Use of Customer Data. By participating in the Program, the Customer authorizes SCP to share certain information and customer data with the Service Providers, about their equipment, energy usage, and associated account and billing data. All Service Providers are required to sign non-disclosure agreements and held to California Public

Utilities Commission Decision 12-08-045 for customer privacy protections. This data is used to verify that Customers are eligible to participate in the Program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of customer data in compliance with its privacy policy. Customer agrees to provide access to its data during the entirety of the Customer's participation in a Sonoma Clean Power Program option.

20. Assignment. This Agreement is personal to Customer. Customer may not assign or transfer rights or delegate obligations under this Agreement without notice to and written approval of SCP, which may be approved or denied solely at the discretion of SCP. SCP may assign all or any portion of the Agreement to a Service Provider.
21. Severability. If any terms or conditions herein are determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.
22. Waiver. No waiver of any term or condition, whether by conduct or otherwise shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition herein. No waiver shall be binding unless executed in writing by SCP.
23. Force Majeure. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event).
24. Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Sonoma County without reference to its principles on conflicts of laws. Customer agrees that, regardless of any statute or law to the contrary, it must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

For more information, please contact SCP by email at info@sonomacleanpower.org.

///End of SCP Rewards (Alerts) Terms & Conditions///