

SCP Rewards: Smart Thermostat Terms and Conditions

Participation in Sonoma Clean Power (“SCP”) Rewards (“Program”) Smart Thermostat option (“Smart Thermostat”) is legally bound by the following terms and conditions, including applicable Program option terms and conditions. These terms and conditions do not alter any other terms for other programs or services the participating Customers (as defined below) receive from SCP. Customers agree to comply with these terms and conditions and certify that they are eligible to participate in the Program. If a Customer participates in SCP Home Thermostat Upgrade, such participation is additionally subject to the SCP Home Thermostat Upgrade–specific terms and conditions set forth in Addendum “A”, which is attached hereto and incorporated herein by reference. In the event of any conflict, ambiguity, or inconsistency among the governing documents, the following order of precedence shall apply, in the following order of control:

1. Addendum “A” – SCP Home Thermostat Upgrade Terms and Conditions, but only with respect to participation in the SCP Home Thermostat Upgrade;
2. Program option–specific terms and conditions applicable to the selected SCP Program option; and
3. SCP Rewards Program Participation Agreement

Except as expressly provided above, all provisions shall be interpreted, to the extent reasonably possible, to be consistent and harmonized with one another.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in the Program 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™, have utility-provided time-based metering, and must not enroll in another demand response program outside the Program options.
2. The Program 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 may notify the Customer of these events (“Energy Saving Event”). The notification, duration, and frequency of Energy Saving Events vary by Program option.
 - a. SCP, or designated Service Provider or agent, issues Energy Saving Event notifications through a signal directly to Equipment. The signal will communicate with the Equipment to reduce energy during Energy Saving Events. Customer may override Energy Saving Events at any time by adjusting their Equipment controls.
 - b. Energy Saving Events are determined at SCP’s discretion, last up to 4 hours in duration, and can occur on non-holiday weekdays and weekends between 6 a.m. and 9 p.m.

- c. Additional Flex Alert Energy Saving Events (also “critical events”) may be issued in response to a Flex Alert requested by the California Independent System Operator (CAISO). A Flex Alert is issued when electricity demand is anticipated to exceed the supply which can cause stress to the electricity grid and affect grid reliability. These events may last up to 4 hours and happen any day and over consecutive days, which exceed the typical event thresholds defined for Energy Saving Events.
 - d. For Google Nest Thermostats, Customer acknowledges that they must also agree to the Google Rush Hour Rewards terms and conditions.
3. Customers enrolled in Smart Thermostat may participate in other Program options at the same time. See the SCP Rewards website www.sonomacleanpower.org/rewards to view all Program options. For Customers also participating in Program, end-of-year performance payments received will be less any monthly Bill Credits received from another Program option.
4. A Customer may already own an eligible piece of equipment which they may enroll in Smart Thermostat to earn Bill Credits. Eligible Equipment will be listed on the SCP Rewards website www.sonomacleanpower.org/rewards.
5. Upon confirmation of the Customer approving the SCP Rewards Participation Agreement, any required manufacturer agreements, and enrolling in the Program, SCP will issue the Customer an ongoing Bill Credit so long as the terms and conditions of the Program are met. Depending on billing cycles, it may take up to 3 months for the Bill Credit to be applied.
6. An enrollment incentive may be issued based on the sole discretion of SCP as a Bill Credit or a check sent to the Customer’s mailing address if the Customer enrolls an eligible, existing smart device in Smart Thermostat. Customers who receive equipment at no cost, or who otherwise receive Equipment Incentives to purchase an eligible device will not be entitled to also receive an enrollment incentive. SCP retains discretion to process enrollment incentives for these customers.
7. To participate in Smart Thermostat, a Customer must have central air conditioning as determined by SCP. SCP reserves the right to verify installed equipment to maintain Customer enrollment in Smart Thermostat.
8. To participate in the Program, a Customer must install or access the required manufacturer software or app on their mobile device.
9. If participating in Smart Thermostat with a Nest thermostat, the Customer understands that they will be participating in Google Nest [Rush Hour Rewards](#) demand response events that automatically adjust heating and cooling schedules during the Google Nest Rush Hour Rewards events. For more information on how events will be communicated and can be overridden, see the Program FAQs at: www.sonomacleanpower.org/rewards.
10. Restrictions. In connection with Customer’s participation in Smart Thermostat, 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;
- 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.

11. Equipment Incentive Payments are available while program funds last.
12. The Customer is solely responsible for Equipment installation and installation costs, unless explicitly participating in the SCP Home Thermostat Upgrade Program.
13. For information regarding returns or manufacturer warranty repairs/replacements associated with Equipment ordered through SCP, please contact info@sonomacleanpower.org. SCP follows the product manufacturer's return and warranty policies, which are subject to change. SCP does not manufacture any of the Equipment, makes no representations, guarantees, or warranties, express or implied, about the Equipment, and is not responsible for the performance of the Equipment. SCP is not responsible for repairs/replacements for Equipment sold or purchased from the SCP website or other unaffiliated suppliers.
14. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments already issued for any Equipment installed outside of the SCP electric account service address or for any Customers deemed to be violating the terms, conditions, and restrictions of the program.
15. SCP does not manufacture any of the Equipment, makes no representations, guarantees, or warranties about the Equipment, and is not responsible for the performance of the Equipment.
16. It is the Customer's sole responsibility to determine the suitability of any Equipment to their needs and to ensure that they understand the limitations of any warranty or guarantee provided by the manufacturer.
17. Limitation of Liability. Participation in Program options by Customer may require Customer to install or use equipment such as Internet-connected thermostats. Customer understands and agrees that SCP does not guarantee or warranty any such equipment and shall have no

liability to Customer or any third party for any property damage or personal injury, including death, arising out of Customer's ownership or use of such equipment. SCP, nor any of its members, implementer, employees, Service Providers, or agents, are or will be, responsible or liable to the participating customers or any third party for any indirect, incidental, consequential, special, exemplary, punitive, or other damages (including, without limitation, damages for loss of business, loss of data, or lost profits) arising out of or relating in any way to the Program. SCP and its members, employees, Service Providers, and agents shall have no liability for, and are released from liability from any and all damages resulting from the Customer's installation, use, and program performance of the Equipment provided.

SCP disclaims all warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement. SCP explicitly makes no endorsements, representations, guarantees, or warranties, express or implied, about the effectiveness or performance of participating contractors, or the suitability or performance of equipment. It is the Customer's sole responsibility to determine whether a contractor or equipment is suitable for their project.

18. In no way does this release the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.
19. Enrollment and participation in the Program requires the Customer to agree to the Sonoma Clean Power – SCP Rewards Participation Agreement. More information is available in the Sonoma Clean Power– SCP Rewards Participation Agreement and FAQs at www.sonomacleanpower.org/rewards.
20. Equipment Incentives, Bill Credits, and Reward Payments are subject to change.
 - a. Enrollment Incentives are available to Customers enrolling an eligible device in Smart Thermostat.
 - b. Bill Credits are available for Customers who enroll in Smart Thermostat and allow SCP, or SCP's designated Service Provider or agent, to directly control their Equipment in response to Energy Saving Events. Bill Credits will appear on the Customer's monthly electricity bill in accordance with the Customer's chosen Program option(s).
 - i. The Bill Credit is applied monthly.
 - ii. The Bill Credit for SCP Rewards participation is a fixed value, regardless of the number and type of Equipment that are enrolled in the Program.
21. Program 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. Customer is responsible for notifying SCP of any changes to Customer's current email address to assure timely receipt of Program communication and changes to the Program terms & conditions. Any updates to SCP Rewards terms and conditions will also be available on the SCP Rewards website www.sonomacleanpower.org/rewards.

22. **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 SCP Rewards 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 Program option.
23. **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.
24. **Indemnification.** To the fullest extent permitted by law, Customer shall defend, indemnify and hold SCP, its officials, employees, agents, volunteers, and authorized representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or negligence of SCP, its officials, officers, employees, subcontractors, consultants or agents in connection with the Program, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, Customer's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of SCP or SCP's officials, employees, agents, volunteers, or authorized representatives.
25. **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.
26. **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.
27. **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).

28. 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.

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

///End of SCP Rewards Smart Thermostat Equipment Terms & Conditions//

Addendum "A"

SCP Home Thermostat Upgrade Program Terms and Conditions

The SCP Home Thermostat Upgrade Program offers qualifying residential customers the following at no cost: (i) a smart thermostat to replace a qualifying existing thermostat; (ii) professional installation of the smart thermostat; and (iii) an applicable audit performed by SCP's authorized representative. Customers who participate in the SCP Home Thermostat Upgrade option will be enrolled in the SCP Rewards Program and remain SCP Rewards participants. However, these customers may not be eligible to receive enrollment incentives or similar upfront incentives offered under other SCP Rewards program options for smart thermostats. The SCP Home Thermostat Upgrade does not include an enrollment incentive or point-of-sale rebate, and customers are not required to make any upfront or out-of-pocket payments. Customers who participate in the SCP Home Thermostat Upgrade Program will be subject to the terms and conditions contained herein as well as the SCP Rewards Program Participation Agreement, as applicable.

Customers may enroll in the program and determine their eligibility through SCP. Once a customer is confirmed as eligible, SCP will transmit the customer's information to the designated authorized representative to coordinate installation. SCP will pay the full cost of the smart thermostat and compensate the authorized representative directly. No payment or reimbursement is required from the customer at any stage of the process.

1. Eligibility:

To qualify for the Program, participants must:

- a. Be a Sonoma Clean Power residential customer
- b. Be enrolled in CARE/FERA
- c. Have an operational central air conditioning system (window units and mini-splits do not qualify)
- d. Have Wi-Fi
- e. Have a smartphone and agree to download smart thermostat app
- f. Must have a PG&E SmartMeter™
- g. Are not already enrolled in a demand response other than SCP Rewards

In addition to the eligibility criteria set forth above, customers agree that the smart thermostat installed by SCP will be enrolled in SCP Rewards by the installer or authorized representative. SCP retains the right to determine Customer eligibility notwithstanding the foregoing criteria.

2. Optional Appliance Audit

This Program will also include an optional appliance audit. The customer can choose to opt-out of this audit. The appliance audit data will help inform SCP about potential future energy saving programs. The appliance audit will include the following and may involve photo documentation as necessary:

1. HVAC System Documentation
 - Type of system (e.g., gas furnace, heat pump, central AC, etc.)
 - Fuel source, heating and cooling capacity, and efficiency rating
 - Age, installation location, condition, and estimated remaining lifespan.
2. Water Heater Documentation
 - Fuel source (gas, electric, solar, etc.)
 - Storage capacity or flow rate for tankless units
 - Age, installation location, and condition
3. Electrical Panel Documentation
 - Total capacity (amperage)
 - Panel age and condition
 - Presence and details of any subpanels
 - Service feed type (underground or overhead)
4. Building Envelope Documentation
 - Document the type and amount of attic insulation
 - Assess window types (single or double pane)
5. Appliance Inventory
 - Document details of major appliances (refrigerators, stove/oven, dryers, etc.), including:
 - Record fuel type (gas, electric, induction, etc.)
 - Assess age and condition
6. Additional Items
 - Document any other on-site high energy consuming equipment (hot tub, well, etc.)

Customer agrees that an adult who is at least eighteen (18) years of age must be physically present at the property for the entire duration of any audit. Customer further agrees that failure to have an adult present may result in cancellation or rescheduling of the audit, and that neither the authorized representative, nor SCP shall be obligated to perform the audit under such circumstances

3. Installation.

Once a customer is confirmed as eligible, SCP will transmit the customer's information to the designated installer or authorized representative to coordinate installation. SCP will pay the full cost of the smart thermostat and compensate the installer or authorized representative directly. No payment or reimbursement is required from the customer at any stage of the process. The Customer agrees to provide SCP or its authorized representatives with access, at reasonable times, to the Customer's premises for the smart thermostat installation and appliance audit. SCP reserves the right to verify the delivery of services and to have reasonable access to the Customer's residence to verify the performance of the installed or enrolled smart thermostats. Customer agrees and understands that installation may involve photo documentation as necessary.

- a) The Customer agrees, as a condition of participation in the program, to allow removal of the thermostats being replaced in accordance with all laws, rules and regulations. The Customer agrees not to reinstall any newly installed Equipment anywhere or transfer it to any other party for installation.
- b) Customer represents that they have the necessary legal right to allow SCP to complete and/or install the energy-saving equipment on the property on which the equipment is installed and that any necessary property owner or tenant's consent has been obtained.
- c) Customer agrees that an adult who is at least eighteen (18) years of age must be physically present at the property for the entire duration of any installation. Customer further agrees that failure to have an adult present may result in cancellation or rescheduling of the installation, and that neither the installer, authorized representative, nor SCP shall be obligated to perform the installation or audit under such circumstances.
- d) SCP's authorized representative(s) has the right to refuse service when confronted by a Customer acting inappropriately or when facing an unsafe situation. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior, failure to comply with health and safety recommendations and personal contact. SCP's authorized representative(s) reserves the right to exclude any premises, or vicinity therein, deemed potentially unsafe or harmful.
- e) The Customer understands that Sonoma Clean Power and SCP's authorized representative(s) assume no responsibility for and shall have no responsibility for the condition or repair of the Customer's central air conditioner or other equipment. The Customer understands that the Customer is responsible for the repair and maintenance of the Customer's equipment.
- f) Customer shall notify SCP within 5 business days of becoming aware of an issue or concern with the installation of any equipment under this Agreement. The notice shall clearly describe the nature of the dispute, relevant facts, and the desired outcome. Such notice does not bind SCP to be responsible for any related claim. Customer shall engage in informal dispute resolution efforts as requested by SCP or its Contractor prior to filing a lawsuit. Such efforts do not excuse compliance with the Government Claims Act or other applicable law.
- g) Customer agrees to allow customer information to be provided to authorized representative for the purpose of scheduling and completing the installation appointment and/or Appliance Audit, including name, contact information and address. This will be treated as confidential.

4. Warranty

- a) Customer understands and agrees that the SCP Installer and/or authorized representative is an independent contractor and is solely and exclusively responsible for the proper performance, installation, and completion of all services provided through this Program.
- b) Customer further acknowledges and agrees that a workmanship warranty is provided by the Contractor for a period of one (1) year from the date of installation (the “Warranty Period”). During the Warranty Period, the Contractor shall be responsible for correcting, repairing, or replacing, at no cost to the property owner or occupant, any defects in workmanship attributable to the Contractor’s work.
- c) Upon expiration of the Warranty Period, any and all maintenance, repair, replacement, or service of the equipment, whether due to wear, failure, misuse, or otherwise, shall be the sole responsibility of the customer, property owner, or occupant. Upon expiration of the Warranty Period, neither SCP nor the Contractor shall have any further obligation or liability with respect to the equipment or installation services except as required by applicable law.
- d) The Thermostat installed by SCP and any related materials may be covered by a separate manufacturer’s warranty provided directly by the applicable equipment manufacturer. Nothing in this Program or these Terms and Conditions shall be construed to provide, waive, limit, or release any warranty, guaranty, or other obligation provided by the manufacturer of any equipment installed under this Program. Any manufacturer warranty shall remain in full force and effect and shall be enforced directly between the customer, property owner, or occupant and the equipment manufacturer. SCP does not provide, administer, or guarantee any manufacturer warranty.