



CONNECT TO SAVE PILOT AGREEMENT

Thank you for your interest in the Connect to Save Pilot (“Pilot”), a service offered in partnership with Virtual Peaker.

General Information

The Connect to Save Pilot is a subscription-based annual rebate from your local electric cooperative that offers residential members rewards for reducing energy usage during peak periods through enrolled smart devices (i.e., smart thermostats, electric vehicle chargers, etc.).

Definitions

Cooperative – The term Cooperative shall include Hoosier Energy, its member system electric cooperatives and their agents, affiliates, and subsidiaries. For the purpose of these terms and conditions, Virtual Peaker is defined as an affiliate.

Peak Event – Peak event shall be defined as a period of time in which the Cooperative will make necessary changes to the enrolled device(s). Necessary changes will include, but are not limited to, adjusting the device(s) to reduce energy consumption, or turning the device(s) off to benefit grid services such as peak reduction, as well as other ancillary services.

Perform – Perform shall mean to respond and actively communicate to dispatching from the Cooperative.

Terms & Conditions

The Connect to Save Pilot is offered under the terms and conditions set forth in this agreement (“Agreement”) and on the condition that you accept and comply with them.

- 1. Eligibility:** In order to participate for the Connect to Save Pilot, you must: (a) be a current Cooperative residential electric service account holder with account in good standing; (b) have a wireless network at the Cooperative listed service address; (c) have an active online account linked to your enrolled device(s) (e.g., smart thermostat, electric vehicle charger, etc.); and (d) agree to the terms and conditions set forth in this Agreement.

- 2. Access for the Cooperative:** To participate, you must allow the Cooperative access to control your device. You are responsible to have (1) a working and reliable internet connection and Wi-Fi network (if device requires Wi-Fi) and other related equipment in your home that is positioned to communicate reliably; (2) an internet service provider ("ISP"); (3) other system elements that may be specified as required by the Cooperative or the manufacturer of any required equipment (i.e., smart phone apps). You are responsible for all fees charged by the ISP in connection with participation in the Pilot.
- 3. Device System Performance:** If the device system fails to perform, you will have 30 days to resolve the issue and to have the Cooperative test and verify that performance has been restored. If communication or access is restored at a future date, you may opt back in to the Pilot. If performance is not restored within 30 days, the Cooperative may elect to terminate your participation in the Pilot. The Cooperative reserves the right to remove anyone not participating in the Pilot at any time.
- 4. Control of Device:** You acknowledge that the Cooperative will control the device system in your home and agree that the Cooperative may access and control your enrolled device(s) during peak events *and* other periods, to benefit grid services, such as peak reduction, as well as other ancillary services. Customers will be sent notification of a peak event, via a smartphone app or other electronic method, at least, but not limited to, one hour in advance (typically four hours). In emergency situations, no notice may be given.
- 5. Data Access:** As part of this Pilot, customer consents to the Cooperative and/or the Cooperative third-party vendor access and use of certain customer data and information, including, but not limited to, energy usage and consumption data, as well as non-sensitive personally identifiable information. By signing up to participate in the Pilot, customer consents to this information being accessed and provided to or by the Cooperative and/or a 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 applicable third-party vendor terms and conditions (available upon request).
- 6. Acknowledgment of Customer:** You acknowledge and agree that the Cooperative will be permitted to control the device system(s) associated with the Pilot that is installed in your home. You acknowledge that you remain responsible for maintenance, repair, and replacement of the device system.

- 7. Enrollment and Term:** This Agreement shall commence upon your enrollment and shall continue for a period of three years (the "initial term"), renewing annually after the initial term. The Pilot may call events throughout the year. Either party may terminate this Agreement by providing the other party 30 days' written notice of termination.
- 8. Liability:** The Cooperative, its affiliates, directors, officers and employees 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. Members will be responsible for the installation, operation, maintenance and, if necessary, replacement of their enrolled device(s). The Cooperative is not responsible for any costs related to the repair, maintenance, or replacement of your device system. If replacement of your enrolled device(s) is necessary, you must notify the Cooperative.
- 9. Indemnification:** You shall indemnify and hold harmless the Cooperative, its affiliates, directors, officers and employees for any injury or damage to any persons or property arising from the Cooperative 's access and use of the device system or caused by any breach of this Agreement by you, your negligence or that of your household members, agents, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors. The Cooperative, its affiliates, directors, officers, and employees shall not be responsible for consequential damages arising out of or relating to your participation in the Pilot.
- 10. Notice and Miscellaneous:** You must send any Notice required under this Agreement to the Cooperative. This Agreement shall be governed by the laws of the State of Indiana. Any change to the terms of this Agreement must be in a writing signed by you and the Cooperative.
- 11. About this Agreement:** We reserve the right to modify the terms and conditions listed in this agreement. Unless we indicate otherwise, modifications will be effective as of the date they are posted on this page or any successor page.

By signing this Agreement, I agree that I have read and understand the above terms.