



CONNECT TO SAVE AGREEMENT

Thank you for your interest in *Connect to Save*, a service offered in partnership with Virtual Peaker.

General Information

Connect to Save 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.

Definitions

Cooperative – *Cooperative* shall include Hoosier Energy, its member system electric cooperatives, 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 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

Connect to Save is offered under the terms and conditions set forth in this agreement and relies solely on the condition of acceptance and compliance by the subscribed program member.

- 1. Eligibility:** In order to participate the subscribed program member must: (a) be a current cooperative residential electric service account holder in good standing; (b) have a wireless network at the cooperative listed service address; (c) have an active online account linked to enrolled device(s) (e.g., smart thermostat); and (d) agree to the terms and conditions set forth in this Agreement.
- 2. Cooperative Access:** To participate, member must allow the cooperative access to control enrolled device(s). Member is responsible to have (a) a working and reliable internet connection and Wi-Fi network (if device requires Wi-Fi) and other

related equipment in home that is positioned to reliably communicate; (b) an internet service provider ("ISP"); (c) other system elements that may be specified as required by the cooperative or the manufacturer of any required equipment (i.e., smart phone apps). Subscribed program member is responsible for all fees charged by the ISP in connection with their participation.

- 3. Device System Performance:** If the device system fails to perform, member 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, the member may opt back in. If performance is not restored within 30 days, the cooperative may elect to terminate member's participation. The cooperative reserves the right to remove any member not participating at any time.
- 4. Control of Device:** Member acknowledges the cooperative will control the device system in home and agrees the cooperative may access and control 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 made aware of a peak time event, via email or social media by the cooperative. Additional notifications may be made by the OEM via a smartphone app or other electronic method depending on the device's manufacturer. Cooperative notifications will be sent a minimum of, but not limited to, one hour in advance. In emergency situations, notice may not be given by the cooperative, however, some manufacturers may provide an instantaneous notification via smartphone app or other electronic method.
- 5. Data Access:** Member 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. Participation is contingent upon member consenting to this information being accessed and provided to or by the cooperative and/or 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:** Member acknowledges and agrees the cooperative will be permitted to control in-home device system(s) associated with *Connect to Save*. Member acknowledges responsibility for maintenance, repair, and replacement of the device system(s) for the duration of the subscription.

- 7. Enrollment and Term:** This agreement shall commence upon enrollment and shall continue for a period of three years (the "initial term"), renewing annually after the initial term. Events may be called throughout the year. Participants may opt out of a peak time event at any time. Either party may terminate this agreement by providing the other party 30 days' 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 device system(s). If replacement of enrolled device(s) becomes necessary, member must notify the cooperative.
- 9. Indemnification:** Member 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 member, member's negligence or that of household residents, 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 member participation.
- 10. Notice and Miscellaneous:** Member must send any notice required under this agreement to the cooperative. Agreement shall be governed by the laws of the State of Indiana. Any change to the terms of this agreement will be communicated to the participating member.
- 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.