## UNITED'S BRING YOUR OWN THERMOSTAT (B.Y.O.T) PROGRAM AGREEMENT FOR UNITED MEMBERS

Thank you for your interest in the United's B.Y.O.T. Program, a service offered by United Cooperative Services, Inc. (United).

United's B.Y.O.T. Program allows you to participate in a program for residential members offered by United, called "United's B.Y.O.T. Program". As part of United's B.Y.O.T Program, your eligible Thermostat(s) will automatically change the temperature set-point in your home on the event day without any manual intervention by you. At any time that you desire, you may override this temperature set-point simply by turning your Thermostat(s) to a different temperature setting. As part of United's B.Y.O.T. Program, United will work with AutoGrid Systems Inc., United's demand response management system provider, to reduce member usage during peak periods.

Your agreement to these terms ("Agreement") gives your thermostat manufacturer, either ecobee or Resideo Technologies, Inc. (Honeywell), and AutoGrid Systems Inc. permission to access and use your energy usage and billing information, to enable United's B.Y.O.T. Program and for United to enroll you in United's B.Y.O.T. Program, pursuant to the terms and conditions below as well as United's Tariff's, Fees, Charges, Rules and Regulations. Any additional Thermostats installed at your United service address will be automatically enrolled in United's B.Y.O.T. Program.

## **Eligibility Requirements**

United's B.Y.O.T. Program is available to United residential electric members who meet certain eligibility requirements. To participate, you must: (1) be a United residential electric service account holder in good standing, (2) have an installed and operable eligible Thermostat controlling an air conditioning unit at the service address of the United account; (2) have an 802.11 wireless network at the United service address, and (4) must agree to the terms and conditions set forth in this Agreement.

## Incentive(s)

United account holders are eligible to earn incentive payments or other rewards ("Incentives") for enrolling and/or continued enrollment in United's B.Y.O.T. Program. Incentives will be provided pursuant to the applicable United offer.

The Incentives are provided solely by United. United reserves the right to seek further information to verify your eligibility for the Incentives.

## <u>Agreement</u>

By submitting this Agreement, you agree that:

United may share certain information (including, but not limited to, your name, email address, service address, United account number, thermostat serial number(s), activation date(s), thermostat account status report(s), runtime data, thermostat set-points, and related details) with its third party contractors or agents to verify that you are eligible to participate in United's B.Y.O.T. Program, implement United's B.Y.O.T. Program, and to evaluate the comprehensive energy impact of the eligible thermostat(s).

The information you have provided as part of this Agreement is truthful and you meet the minimum eligibility requirements. United may terminate this Agreement and not enroll you, or terminate your enrollment, in United's B.Y.O.T. Program if you are not truthful in the information you submit as part of this Agreement, if you do not satisfy eligibility requirements, or for any other reason. You are using United's B.Y.O.T. Program on a voluntary basis.

You release and hold harmless United from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the United's B.Y.O.T. Program.

This Agreement is effective upon the submission of this Agreement and will continue until you or United cancels your participation. You may cancel participation at any time during the program by calling United (817) 556-4000.