

PROGRAM TERMS AND CONDITIONS

Welcome to the SoCalGas® Smart Therm Program (“Program”). This Program is administered by Southern California Gas Company (“Utility”) under the auspices of the California Public Utilities Commission, and implemented by Utility’s authorized contractor, EnergyHub, Inc., 232 3rd Street, Suite C201, Brooklyn, NY 11215 (“Sponsor”). By participating in the Program, you will not only help to conserve natural gas and reduce stress on the gas system in your service area, but you may also be eligible to receive the incentives described below, subject to these Terms and Conditions (“Terms”). To become a Participant in the Program, you must submit an application to, and have it accepted by, Sponsor and Utility.

THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor and the Utility. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and the Utility regarding your eligibility to participate are final and binding in all respects. Sponsor or Utility reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program or the Device; or (2) violating these Terms or the terms and conditions of use of any Sponsor Party’s (as defined below) property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any Reward.**

About the Program. Applicants whose applications to participate in the Program are accepted by Utility and Sponsor (“Participants”) and who fully comply with these Terms will, subject to these Terms, receive the incentive set forth below (“Reward”) to be provided to you by Utility. To receive the Reward, you must be accepted as a Participant by the Sponsor and Utility.

Definitions. In the context of these Terms,

- “Vendor” means ecobee, Inc.
- “Sponsor Parties” means Sponsor, Vendor, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “Device” means a Vendor device that can be monitored and controlled during the Program through the Vendor cloud platform or other communications pathway.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data with each other related to your identity, your opt-in or opt-out status, your energy usage and/or energy production, your Utility account, your natural gas bill, and operational data about your Devices (collectively, “Program Data”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically adjust your Devices, as required by the Program at times indicated by Utility or for general system testing purposes; 4) send you emails, text messages, pre-recorded messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program and to share your responses to such surveys among themselves; and/or 6) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- You are at least 18 years of age;
- You have one or more Devices that are compatible with and connected to the Vendor platform (“**Service**”) and compatible with the Program design;
- You maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- You assist each Sponsor Party’s support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- You have an activated advanced meter* installed at your Utility service address;
- You are a residential customer;
- You have a natural gas furnace used for heating your home; and
- You are not enrolled in the SoCalGas Advanced Meter Opt-Out Program.

*An “activated advanced meter” is one that: has been installed at your residence or business by Utility; has been validated and activated for natural gas usage measurement and billing purposes by Utility; and that is operational for these purposes during the Program Period (as defined below).

Program Period. The Program will run for the period set forth below (the “**Program Period**”). You may be automatically re-enrolled in subsequent Program Periods at Sponsor’s discretion, subject to the then-current Terms for the Program.

Program Description. Participant agrees to allow Sponsor Parties to control the Participant’s Devices during the Program Period. Such adjustments are referred to as “**Adjustment Events**.” Adjustment Events may change device mode, setpoint, or other settings, as applicable. For Devices that allow for temperature control, Adjustment Events may include or be preceded by “pre-heat” periods, wherein the then-current or scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of an Adjustment Event at any time directly by adjusting his/her device.

How To Apply. You can apply to participate in the Program at the Program enrollment website specified below which may be amended from time to time. Sponsor and Utility may accept or reject your application in their sole discretion.

How To Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing the Sponsor contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward, participate in the Program in the future, or participate in other programs offered by Sponsor.

Program Termination. Sponsor’s ability to offer the Program is contingent on receiving certain approvals and acceptances from Utility. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. In the event of such termination, Sponsor will provide notice at www.energyhub.com.

Disqualification. Sponsor may terminate your participation in the Program and Reward at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if your Utility declares you ineligible for the Program, if your account with Sponsor is no longer in

good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Program without liability and without notice.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy>.

Changes in Your Natural Gas Costs. Sponsor Parties are not responsible for any changes in your natural gas costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is and will be accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of California without regard to its applicable principles of conflicts of law. The Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, (VII) APPLICATIONS WHICH ARE LATE OR LOST, AND/OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP EACH OF THE SPONSOR PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD EACH OF THE SPONSOR PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Sponsor and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not

responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward.

These Terms constitutes the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Program funds, including any funds utilized for rebates or incentives, will be allocated on a first-come, first-served basis until such funds are no longer available. This Program may be modified or terminated without prior notice. Customers who choose to participate in this Program are not obligated to purchase any additional goods or services offered by Vendor or any other third party. **Utility makes no warranty, whether express or implied, including the warranty of merchantability or fitness for particular purpose, of the Device selected by Participant.** Utility does not endorse, qualify, or guarantee Vendor's or any other third party's products or services and shall not be liable or responsible for any claims arising out of or related to the purchase, installation, use or performance of any such products.

Arbitration. If the you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Vendor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor.

Additional Program Details.

- Utility Program website address: www.socalgas.com/SmartTherm
- Reward: \$50 one-time enrollment incentive per home and \$25 annual participation

incentive per home for each winter season that you stay enrolled. In order to be eligible for the 2019 winter season participation incentive, you must submit your enrollment application no later than March 1, 2019, and stay enrolled through April 1, 2019.

- The Program application for enrollment is available at the following website address: <https://www.ecobee.com/socalgas>
- EnergyHub contact information: socalgas@energyhub.com
- Program Period: The Program will run for the period of December 1, 2018 through, and including, April 1, 2019.
- The Program Terms are available at the following website: <https://www.ecobee.com/socalgas-smart-control-thermostat-program-terms-and-conditions>