

DISCLAIMER: Cool Rewards and Smart Thermostat are independent programs governed by independent Terms & Conditions. If you unenroll from either program your agreement to the other programs' Terms & Conditions will remain in effect until and unless you unenroll from both.

APS COOL REWARDS PROGRAM TERMS AND CONDITIONS

Welcome to the APS Cool Rewards Program ("Program"). By participating in the Program, you may be eligible to receive the Reward 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 the Utility (as each is defined below).

YOU MUST BE AN EXISTING USER OF THE ECOBEE SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS CAREFULLY. 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. 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 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 (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties' 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 ("**Participants**") and who fully comply with these Terms may 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receive the Reward, you must be accepted as a Participant by the Sponsor and Utility and your participation must not be withdrawn or terminated.

Definitions. In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 232 3rd Street, Suite C201, Brooklyn, NY 11215 ("**Sponsor**").
- "**Vendor**" means ecobee, Inc.
- "**Utility**" means your utility, namely Arizona Public Service Company (APS).
- "**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 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 related to your identity, your opt-in or opt-out status, your energy usage and/or energy production, your Utility account, your electric 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 and publish results based on those

conclusions, 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 (as described below) 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;

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 must be at least 18 years of age;
- You must be a residential service account holder of Utility;
- You must have one or more Devices that are compatible with and connected to the Vendor platform (“Service”) and are configured to control your Central Cooling System;
- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist Sponsor Parties’ support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues.

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, specifically during the Program Control Window defined below. Such adjustments are referred to as “**Adjustment Events**.” During Adjustment Events, Sponsor Parties may change your Device’s mode, setpoint, or other settings, as applicable. Adjustment Events may include or be preceded by “pre-cool” or “pre-heat” periods, wherein the then-current or scheduled target temperature setpoint is temporarily changed downward to pre-cool in preparation for the subsequent upward energy-saving 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 upward or downward.

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 to you 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 Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity 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 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 New York 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, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, 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 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 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.

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: <https://www.aps.com/coolrewards>
- Reward: Enrollment incentive - \$25 bill credit per thermostat, awarded within one-two billing cycles of enrollment acceptance; participation incentive - \$25 bill credit per thermostat, awarded in the current season for enrollments accepted from June 1 through September 30 and in the following June for enrollments accepted from October 1 through May 30. Participation incentive is awarded annually thereafter in June, as long as you remain enrolled in the program.
- Additional Terms: Your thermostat may also be eligible for the APS Smart Thermostat Program.
 - Cool Rewards and Smart Thermostat are independent programs governed by independent Terms & Conditions.
 - If you are eligible for the APS Smart Thermostat program but are not already a participant in that program, you will have to accept additional Terms and Conditions to govern your participation in that program in order to participate and receive the Smart Thermostat

- rebate.
- If you participate in both programs and unenroll from either program, your agreement to the other program's Terms & Conditions will remain in effect until and unless you unenroll from both.
- If you have already received the APS Smart Thermostat Program reward for your thermostat, you are not eligible to receive it again for the same thermostat.
- The Program application for enrollment is available at the following website address: <https://www.ecobee.com/aps/>
- Program Period: The program is scheduled to run until 12/31/28 and your enrollment in the program will continue unless and until you, Utility, or EnergyHub cancels your participation or the program is cancelled or terminated as described above. This program is funded by APS customers and approved by the Arizona Corporation Commission (ACC). All payments of rebate, enrollment incentive, or participation incentive funds are contingent upon funding availability and continued approval of the program by the ACC.
- Program Control Window: June 1 – September 30, annually
- EnergyHub contact information: aps@energyhub.com
- The Program Terms are available at the following website: <https://www.ecobee.com/aps/>

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APS SMART THERMOSTAT PROGRAM TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY.

Welcome to the APS Smart Thermostat Program!

About the Program. Participants ("**Participants**", "**Customer**" or "**you**") whose applications to participate in the Program defined below are accepted by ecobee, Inc. ("**ecobee**") and Utility (as defined below) and who fully comply with these official terms and conditions ("**Terms**") will receive a reward from the utility named below ("**Utility**") in the form set forth below in the "**Program Details**" paragraph ("**Reward**").

Why should I participate in the Program? If ecobee provides and allows you to participate in the program named below in the "**Program Details**" paragraph (the "**Program**") and otherwise described in these Terms, the Program will enable Utility to help customers save energy and money while also allowing Utility and EnergyHub to evaluate energy savings achieved as a result of the Program.

Definitions.

- "**EnergyHub**" means EnergyHub, Inc. and its respective affiliates, agents, directors, officers, employees, successors, and assigns.
- "**Program Parties**" means EnergyHub, ecobee, and Utility, together with their respective affiliates, agents, directors, trustees, officers, employees, successors, and assigns.

Binding Agreement. To participate in the Program and in addition to any other requirements described below in the "**Program Details**" paragraph, Participants must be at least 18 years of age and agree to these Terms. Because these Terms form a legally binding agreement with respect to the Program, please read them carefully. If you do not agree to these Terms, you are not eligible to participate in the Program. Your application for the Program or your written acceptance thereof constitutes your agreement to these Terms. Notwithstanding the foregoing, you will not become a "Participant" in the Program until your application has been accepted and approved by Utility. These Terms become effective upon acceptance and will continue until you, ecobee or Utility cancels or terminates your participation, provided that any permissions or releases granted hereunder shall

survive cancellation or termination with respect to activities occurring prior to the time of such cancellation or termination.

Application Consent. By submitting an application and accepting these Terms, you give ecobee, EnergyHub and Utility the following permissions:

- ecobee, EnergyHub, Utility and their respective agents may send you emails and other notifications related to your application to participate in the Program;
- ecobee, Utility and EnergyHub may share between them any information necessary to confirm your enrollment in the Program and operate the Program; and
- ecobee, Utility and/or EnergyHub may enroll you in the Program.

Participation Consent. Participant authorizes:

- ecobee, EnergyHub, Utility, and their respective agents to send you emails, text/SMS and other notifications related to the Program, including about your enrollment status;
- ecobee, EnergyHub and Utility to send you emails, text/SMS messages and other notifications related to surveys about the Program and to share your responses to such surveys between themselves. Such surveys may include questions about topics such as your experience in the Program and your willingness to participate in future energy saving programs;
- ecobee, EnergyHub and Utility to collect your energy usage information and review and analyze such usage information and electric bill information for purposes of 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 and publish results based on those conclusions; provided that ecobee, EnergyHub and Utility treat all such data in accordance with their respective privacy policies;
- ecobee, EnergyHub, Utility, and their respective agents to exchange data related to your identity and your service account status with Utility, solely for the purposes of fulfilling their obligations under the Program; and
- ecobee, EnergyHub and Utility to summarize the results of the Program in publicly-available studies, provided that any data included in such studies will be anonymized such that you are not individually identifiable.

Eligibility Requirements. Potential Participants who meet the following criteria may apply to participate in the Program:

- You must be a service account holder of Utility;
- You must have one or more thermostats that are compatible with and connected to the ecobee platform ("**Service**") and are configured to control your Central Air Conditioning;
- You must have obtained any necessary consents to accept these Terms or join the Program (e.g., from a landlord if the terms of your lease or similar agreement so provide); and
- You must have an active account in good standing on the Service.

How To Apply. The Program application is available at the website address set forth below in the "**Program Details**" paragraph. ecobee and/or Utility may accept or reject a potential Participant's application in their sole discretion without any liability to Participant.

Participation Requirements. Participant agrees, for the duration of the Program and at Participant's sole expense, to:

- Maintain the connection between your enrolled thermostat(s) and the Service;

- Maintain an active account in good standing on the Service;
- Maintain (*i.e.*, always on) internet service; and
- Assist ecobee's and Utility's support personnel in troubleshooting and resolving connectivity and other thermostat-related issues.

Reward. Participants are eligible to earn the Reward described set forth below in the “**Program Details**” paragraph. The Reward is provided solely by Utility. ecobee, and EnergyHub bear no responsibility for the payment. You acknowledge that EnergyHub and ecobee are facilitating your ability to claim this payment, but EnergyHub and ecobee are not providing you any compensation or other financial benefit, and the enforceability of these Terms is not dependent upon your receipt of the Reward or the amount of the Reward. Utility reserves the right to seek further information to verify your eligibility to receive the Reward and to substitute a reward of equivalent value for the Reward described above at EnergyHub's and ecobee's discretion without liability to Participant.

How To Withdraw. You are participating in the Program on a voluntary basis. If you are dissatisfied with the Program, or if you no longer wish to grant the authorizations provided herein, you may withdraw from the Program at any time by emailing EnergyHub at the email address provided below in the “**Program Details**” paragraph. Withdrawing will not affect the other services provided to you by ecobee or Utility. By withdrawing, you may render yourself ineligible to receive a Reward or other compensation, participate in the Program in the future, or participate in other programs offered by ecobee or Utility.

Information. By applying for the Program and accepting these Terms, you represent and warrant that the information you provided for enrollment and as a part of Participant's service account is truthful and that you meet the eligibility requirements above, and agree to promptly notify ecobee if changes occur. ecobee or Utility may cancel or terminate your participation in the Program (or reject your enrollment) if the information you submit as part of your application is not true, if you do not satisfy the eligibility requirements, or for any other reason. Participant agrees that information about Participant's service account, Service usage, and devices connected to Participant's service account, as well as information Participant provides while applying for the Program or that is related to the Program may be shared with other third-party entities necessary for purposes of ensuring compliance with Program objectives and analyzing data.

Program Termination Due to Third-Party Approvals. ecobee's ability to offer the Program is contingent upon certain approvals and acceptances from the Utility. Should ecobee fail to obtain such approvals and acceptances, the Program will be terminated, and Participants may not receive any Reward or other compensation.

Participant Termination by ecobee. ecobee reserves the right to terminate your participation in the Program at any time and without liability to Participant upon notice via email to the email address registered with ecobee or that you use to apply for the Program if you violate these Terms or applicable law, the Utility declares you ineligible or if your account with ecobee is no longer in good standing. If you enroll in a conflicting energy program through ecobee, EnergyHub or Utility, ecobee may terminate your participation in the Program without liability and without notice to you.

Conduct. You agree to use the Program only in compliance with the policies and agreements referenced in these Terms and on ecobee's website (<https://www.ecobee.com/legal/use/>) which are incorporated herein by reference, as well as all applicable local, state, national, and international laws, rules and regulations. You also agree that your participation in the Program is subject to Utility's and ecobee's Privacy Policy, as set forth on the Utility's website, which is described below in the “**Program Details**” paragraph, and ecobee's website (<https://www.ecobee.com/legal/use/>). Failure to comply with these Terms may result in your disqualification from the Program. You further

agree to comply with and be bound by the decisions of ecobee and Utility regarding your eligibility to participate, which are final and binding in all respects. ecobee reserves the right in its sole discretion to disqualify any Participant it finds to be: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms, conditions of use, or guidelines of any of ecobee's or Utility's 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.**

Energy Consumption. None of ecobee, EnergyHub, or Utility is responsible for any changes to your electricity costs incurred by you during or related to the Program.

Program Period. The Program will run for the period set forth below in the "**Program Details**" paragraph. You may be automatically re-enrolled in subsequent Program Periods at ecobee's discretion, subject to the then-current Terms for the Program.

Privacy Notice. By participating in the Program, you agree that ecobee, EnergyHub and Utility may collect your personal information or data, as permitted by law, and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. ecobee, Utility and EnergyHub will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy.

Governing Law. This Program is governed by the laws of New York. All federal, state and local laws and regulations apply. As a condition of participating in the Program, unless otherwise prohibited by law, applicants and Participants agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or in connection with the Program, shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will a Participant be permitted to obtain awards for, and each Participant hereby waives all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, and Participant further waives all rights to have damages multiplied or increased.

No Recourse to Judicial or Other Procedures. To the fullest extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial remedy or any other procedure in case of disputes or claims resulting from or in connection with the Program are hereby excluded, and you expressly waive any and all such rights. Note, such waiver is not enforceable in all jurisdictions.

DISCLAIMER: THE PROGRAM PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) ANY CONTENT, SOFTWARE, HARDWARE, THERMOSTATS, PRODUCTS OR OTHER MATERIALS PROVIDED, MANUFACTURED, DEVELOPED OR CREATED BY A THIRD PARTY; (II) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (III) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (IV) FAILURE OF ANY APPLICATION TO BE RECEIVED BY ECOBEE OR UTILITY DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (V) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (VI) DAMAGE TO ANY COMPUTER (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VII) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VIII) APPLICATIONS THAT ARE LATE, LOST, STOLEN, DAMAGED, ILLEGIBLE, AND/OR UNINTELLIGIBLE (OR ANY COMBINATION THEREOF).

LIMITATIONS OF LIABILITY: PARTICIPANTS ASSUME ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO HOLD HARMLESS THE PROGRAM PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION BY YOU, WHETHER NEGLIGENT OR OTHERWISE, UNDER THESE TERMS OR IN CONNECTION WITH THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE PROGRAM PARTIES FROM ANY AND ALL LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE OR EXPENSE ARISING OUT OF OR RESULTING FROM YOUR PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING DIRECTLY OUT OF OR RESULTING DIRECTLY FROM ECOBEE'S, UTILITY'S OR ENERGYHUB'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE PROGRAM PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE PROGRAM 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.

Other Terms and Conditions.

- ecobee, EnergyHub and Utility are not responsible for any typographical or other error in the printing of the offer or administration of the Program.
- ecobee, Utility and EnergyHub are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, and/or claiming a prize or Reward in the Program.
- ecobee's failure to enforce any term of these Terms shall not constitute a waiver of that provision or any other provision of these Terms.
- If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- You agree that (i) ecobee has the right to make changes to these Terms at any time. Ecobee and Utility will make reasonable efforts to notify you of such changes, and you can review the most current version of the Terms at any time at the website address set forth below in the "**Program Details**" paragraph. Your continued participation in the Program constitutes your agreement to the changed Terms.
- These Terms constitute the entire agreement between ecobee and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings with respect to such subject matter.

Program Details.

- Utility name: Arizona Public Service Company (APS)
- Utility website address <https://www.aps.com/thermostat>
- Reward amount: For applications submitted on or before January 1, 2018, \$75 one-time enrollment incentive for each eligible thermostat, up to five. For applications submitted on or after January 2, 2018, \$30 one-time enrollment incentive for each eligible thermostat, up to five
- Program name: APS Smart Thermostat
- Additional eligibility terms: You must be a current APS residential electric customer on the date you submit your application; You must have an eligible thermostat connected and controlling your central air conditioning unit at the address for service under your APS account. This thermostat must have been activated on or after January 1, 2018
- The Program application for enrollment is available at the following website address:

<https://www.ecobee.com/aps/>

- EnergyHub contact information: aps@energyhub.com
- Program Period: The Program will run for the period of 08/05/2016 through, and including, 12/31/2019.
- The Program Terms are available at the following website address: www.ecobee.com/aps