

## **Austin Energy Terms and Conditions**

By submitting this rebate application, Customer agrees to the following terms and conditions.

Customer is responsible for maintenance of the thermostat including warranty claims related to equipment failure or workmanship defects. Customer agrees to request and grants permission to the Retail Vendor to provide Austin Energy access to Customer's thermostat for the purposes of collecting thermostat operating data and controlling the thermostat to reduce demand on the electric grid. If Customer changes Retail Vendors, this agreement remains in full effect so long as the Retail Vendor is approved by Austin Energy.

If Customer removes or causes the thermostat to be removed or changes to new equipment or Retail Vendor within 2 years of receiving a rebate for enrollment in the Residential Power Partner Thermostat Program, Customer may be disqualified from receiving all or part of a rebate on the replacement thermostat enrollment. Customers are eligible for an incentive for each thermostat enrolled into the Power Partners Thermostat Program.

Customer agrees to allow Austin Energy to control the thermostat to reduce demand on the electric grid by either (a) resetting the current set-point or original target temperature set point by up to 4°F for up to 3 consecutive hours, or (b) implementing other thermostat control strategies such as "duty cycling" to temporarily reduce normal operating patterns in order to reduce electrical demand.

Customer may opt out of a controlled event at any time using the Customer's web portal or smart phone application. Austin Energy may choose to develop and implement other incentive offers related to thermostat operation. If Austin Energy develops additional incentives, Customer is eligible to participate in these future offers. Austin Energy will contact Customer in the event additional offers become available.

Customer agrees to allow Austin Energy access to operational data such as temperature set point, fan status, heating or cooling mode, compressor and fan runtimes, and opt-in or opt-out status.

Customer agrees to maintain network connectivity to the thermostat through Customer's Internet Service Provider or other network provider and agrees to the extent practical to keep network connection in operating condition. Customer agrees to be contacted by e-mail, mail, or telephone if, for any reason, Austin Energy needs to verify connectivity, customer status, or present additional offers. Customer agrees to allow Austin Energy employees or its contractors access to the participating thermostat installation.

While enrolled in the Residential Power Partner Thermostat Program, Customer authorizes Austin Energy to provide Customer's energy use and pricing data collected during the Program to the Retail Vendor to evaluate program performance and provide services.