

BY CHECKING THE "I AGREE TO THE TERMS AND CONDITIONS" BOX BELOW, I AGREE AND CONSENT TO ALL OF THE FOLLOWING:

In order to receive the initial rebate for SDG&E®'s Demand Response Smart Thermostat program, I acknowledge that I must first purchase a SDG&E-approved ecobee thermostat ("Thermostat") and install it in my residence or business. I must also allow SDG&E to remotely adjust the setting of the Thermostat at its sole discretion. I can opt out of such automatic temperature adjustment by following the instructions on the Thermostat or any alert I receive from ecobee, or opt out of the program entirely by contacting SDG&E, but I understand that I will not receive any further rebates or incentives from SDG&E if I do so.

I consent to allow SDG&E to share information with ecobee about my energy usage and associated account and billing data in order for ecobee to evaluate and improve its products and services. Such information includes, but is not limited to, my energy consumption and billing data, SDG&E billing records, billing history, meter usage data, and rate information. My checking account and payment information will not be shared. I understand and acknowledge that SDG&E may also be required to disclose my energy usage information to its regulators, such as the California Public Utilities Commission, or other governmental authorities, upon request. I understand that SDG&E will maintain the confidentiality of my energy use data and other personal information in accordance with its privacy and security policies and applicable law.

I consent to allow ecobee to share my personal information (including, but not limited to my name, email address, service address, SDG&E account number, Thermostat serial number, activation date, ecobee account status, runtime data, set-points, and related details) with SDG&E to verify that I am eligible to participate in the Demand Response Smart Thermostat Program and to evaluate the comprehensive energy impact of the Thermostat. In addition, if I choose to opt out of the Demand Response Thermostat Program or delete my ecobee account, ecobee will share with SDG&E such information, each of which will automatically result in the termination of my enrollment in Demand Response Smart Thermostat Program and any applicable incentives offered by SDG&E.

The selection, purchase, installation, operation, removal, repair and use of the Thermostat is solely my responsibility. SDG&E makes no warranties, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose, with respect to the Thermostat, the installation thereof, or the use or function of any related products, devices or equipment. SDG&E does not endorse, qualify, or guarantee the functionality of the Thermostat or the installation of the Thermostat by me or any contractor. By choosing to participate in this program, I understand that I am not obligated to purchase any additional goods or services offered by ecobee or its installer(s). I agree that SDG&E shall have no liability in connection with my installation of the Thermostat or its use thereof, including, without limitation, with respect to property damage, destruction, death or personal injury arising in

connection therewith and I release SDG&E from all claims, causes of action, demands, liabilities, costs, and expenses related thereto, including all special, indirect, punitive or consequential damages arising therefrom.

The Thermostat, and other web portals or mobile applications associated with the Thermostat, may show my estimated electric costs based on my approximate usage rates. I understand that this information does not and is not intended to replace my billing information. Exact costs based on my actual electricity use and rates will continue to be charged on my monthly SDG&E bill. Actual savings may vary and will depend on various factors, including geographic location, weather conditions, equipment functionality, usage rates, time of use, and other factors. Program funds, including any funds used for rebates or incentives, will be allocated on a first-come, first serve basis until the program ends or funds are no longer available. This program may be terminated by SDG&E or the California Public Utilities Commission without notice. This program is funded by California ratepayers and administered by SDG&E under the auspices of the California Public Utilities Commission. Participation is limited to SDG&E customers only.