

NNEC Smart Response Thermostat Member Agreement

Northern Neck Electric Cooperative (NNEC), in association with its power supplier, Old Dominion Electric Cooperative (ODEC), are engaging in a program using the Wi-Fi-enabled smart thermostats for the purpose of potential energy savings and use as a demand response program tool.

Members who participate in this smart thermostat program must meet and agree to the following criteria:

- The air-conditioner or heat pump must be compatible with the smart thermostat.
- Maintain access to the Internet through a Wi-Fi connection to enable the thermostat to communicate with the cooperative and receive event messages.
- The member must agree to allow remote adjustment of home temperatures for summer by up to four degrees during control periods, as required for the purpose of demand response.
- This is a demand control study and the member agrees to participate in monthly control events. The member is allowed to opt out of no more than 4 control events per summer season.
- If the member decides to opt out of more than 4 control events or if the member elects to be removed from the load control program, the member then agrees to:
 - return the thermostat to the Cooperative or
 - be billed for the thermostat (\$100.00) and its installation cost (\$135.00) or
 - allow NNEC to remove the thermostat and install a thermostat owned by the member.

Indemnification:

The Member shall indemnify, defend and hold harmless NNEC, or any of its affiliates, contractors, officers, directors, employees, agents, successors, assigns and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of the Member's participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

Warranty Disclaimer /Liability:

Except as expressly stated herein, NNEC makes no other representations, warranties or guarantees (including third-party warranties). In no event shall NNEC be liable to the member for any special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with the use of the Members Portal, Equipment or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Member waives and releases NNEC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns and representatives from all obligations (other than provision of the Equipment) and for any and all liability or claims arising in connection with the Equipment, the Member Portal, or any work or service provided by NNEC. Member agrees to look solely to the manufacturer of the Equipment.

By accepting these terms and conditions, Member acknowledges that the above explanation has been read and understood, and Member agrees to the above stated explanation of the smart thermostat program and pledges to abide

by the program guidelines. Moreover, Member acknowledges understanding that this is a demand response program and there are no guarantees of energy savings or any other financial benefit, but the program is intended to gather data associated with demand response and smart thermostat use.