

SMART THERMOSTAT TECHNOLOGY AGREEMENT

Thank you for enrolling in the Communicating Programmable Thermostat offer provided through the Mass Save® Home Energy Services Program. To be eligible for a Smart Thermostat, customers must sign this Agreement. Please be sure to review carefully and fully understand the Agreement before signing.

AGREEMENT

1. Subject to this Smart Thermostat Technology Agreement (“Agreement”). Massachusetts’ natural gas and electric utilities and energy efficiency service providers—Columbia Gas of Massachusetts, The Berkshire Gas Company, Cape Light Compact, Boston Gas Company, Colonial Gas Company, Blackstone Gas Company, Massachusetts Electric Company, and Nantucket Electric Company (d/b/a National Grid), Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities, Eversource Energy, and Unitil (each, a “Sponsor”) collectively, the “Sponsors”—are offering Smart Thermostat devices to Customers through their Home Energy Services program (“Program”).

2. DEFINITIONS: “Contractor” means the third-party contractor who performs the installation of the Smart Thermostats or provides web, mobile and data services. **“Copayment”** means the cost of the Smart Thermostat less the incentive provided by the Sponsors. Copayment will be paid by the Customer to the Contractor at the time of installation. **“Smart Thermostat Materials”** means the documents and information provided by the Sponsor or Contractor. **“Customer”** means the Customer maintaining an account or accounts for electric and/or gas service (and/or energy efficiency services) with the Sponsor who receives Smart Thermostat device installation services from the Contractor and satisfies all of the Program requirements. **“Customer Data”** may include the Customer’s first name and last name or first initial and last name, address of the Premises, and Customer’s energy usage and energy savings information. **“Customer Portal”** means a Sponsor website where Customer can view energy savings, energy usage, historical information, and may potentially control their Smart Thermostat and other communicating devices and participate in demand response events in the future. **“Equipment”** means the Smart Thermostat and any additional equipment, if any, provided through the Program. **“Owner”** means the owner of the Premises if not the Customer. **“Premises”** means the location or residence of a Customer where Equipment may be installed.

3. CUSTOMER ELIGIBILITY REQUIREMENTS: (a) The Customer represents and warrants that the Customer: (i) is an electric and/or gas customer of the Sponsors and is the owner of the Premises; or (ii) has the express authority of the Owner to have Equipment installed at or on the Premises (whose express authority shall be evidenced by Owner’s signature below). (b) Customer is responsible for taking action and proactively using the Smart Thermostat and Customer Portal to achieve energy savings. (c) The Customer shall provide safe and suitable access to the Premises for Sponsors and Contractor in connection with Program. (d) Customer understands that the Smart Thermostat selection offered to Customer will be dependent on the type of heating and cooling systems and associated wiring at the Premises, as determined by the sole discretion of the Sponsor or its Contractor. (e) Customer understands that Customer must have a high-speed broadband access connection to be eligible for a Smart Thermostat.

4. EQUIPMENT AND INSTALLATION: The Sponsor will provide the Smart Thermostat to the Customer for the specified Smart Thermostat Copayment. Additional offers and rebates are for a limited time determined by the Sponsors and are subject to change. Contractor will install Equipment and activate Customer Portal at no cost to the Customer.

5. MAINTENANCE: (a) Neither the Sponsor nor its Contractor, agents or representatives shall perform any kind of safety, code or other compliance review in connection with the use and installation of the Smart Thermostat for use by the Customer. (b) Customer will receive the manufacturer warranties for the Equipment. Contractor will replace Equipment that is deemed defective by Sponsors, at Sponsors’ sole discretion. (c) Neither the Sponsors nor Contractor is responsible for any repairs or replacement to heating or cooling systems, or any other appliances connected to a Smart Thermostat. (d) Customer agrees that Sponsors may contact Customer for participation in future demand response events provided, however that Customer is not obligated to participate in such events and may opt out of participation.

6. CUSTOMER AND ENERGY DATA: Unless Customer elects to opt out of the Customer Data sharing and executes Section 7, below, Customer understands and agrees that Sponsor and its contractors (including, without limitation, the Contractor) may: (a) remotely monitor Customer thermostat data on the Smart Thermostat for a minimum of fifteen (15) years, provided the Smart Thermostat remains active and the data flow is available; (b) use Customer Data to provide Customer with: (i) Customer’s detailed energy usage data, and (ii) energy efficiency recommendations and information on future energy efficiency programs; (c) disclose Customer Data to Sponsor’s affiliates and other Program Sponsors in connection with energy efficiency programs and demand response programs, provided such parties agree to keep Customer Data strictly confidential; and (d) disclose Customer Data to Sponsor’s contractors (including, without limitation, the Contractor), provided such contractors are bound by a confidentiality agreement and use Customer Data solely for installation of the Equipment, the purposes set forth in this Section 6(b) and as otherwise permitted by applicable law or by Customer. Customer must check the designated check box in Section 7 below if Customer does not consent to Sponsor’s use of Customer Data.

7. CUSTOMER DATA SHARING OPT OUT: By checking the below box, Customer declines consent of Sponsor’s use of Customer Data as set forth in Section 6 above. In order for Customer to receive the full benefits of the Program, Sponsor must have access to Customer Data. By checking the box under this Section 7, Customer declines to provide Sponsor’s access to Customer Data. Customer understands that by declining to provide Sponsor’s access to Customer Data, Customer may lose certain benefits and services, including delivery of detailed energy usage information, access to a Customer Portal, and inclusion in future energy efficiency and demand response programs.

Customer does **NOT** consent to Sponsor’s use of Customer Data as set forth in Section 6 of this Agreement.

Before you sign below, please read this Agreement in full, and in particular, Sections 6 and 7.

By signing below, Customer agrees and accepts the terms and conditions of this Smart Thermostat Technology Agreement:

Customer

Customer Signature _____ Printed Name _____ Date _____

If Customer is not the owner of the Premises, Owner must sign below:

Owner

Property Owner Signature _____ Printed Name _____ Date _____

8. ELIGIBILITY, MODIFICATION AND TERMINATION: Sponsor may, at its sole discretion, limit participation by Customer, and deny or terminate, at any time, participation by Customer. Sponsor may, at its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement. The Sponsor may modify this Agreement provided, however that Sponsor will notify Customer and Customer may terminate participation in the Program. Customer may terminate participation in the Program by calling the installation Contractor. Customer will retain ownership of Equipment regardless of any Program modification or termination, or if Customer is no longer participating in Program. Sponsors and Contractor are not responsible for de-installation or removal of Equipment. Anonymized Customer Data may be accessed by Sponsor and its contractors (including, without limitation, the Contractor) after the installation of the unit as part of evaluations or studies regardless of Program modification or termination.

9. OWNERSHIP OF SMART THERMOSTAT AND REMOVAL OF EXISTING THERMOSTAT: Subject to this Agreement, all rights, title and interest in the Smart Thermostat(s) shall pass to the Customer upon completion of installation. The Contractor may remove the existing thermostat in order to install the Smart Thermostat. Any existing thermostat that is removed will be given to the Customer. Visit www.earth911.com to find a recycling location near you.

10. INDEMNIFICATION: The Customer shall indemnify, defend and hold harmless the Sponsors, their affiliates, and their contractors (including the Contractor) and their respective 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 Customer’s participation in the Program and/or performance under this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties.

11. WARRANTY DISCLAIMER /LIMITATION OF LIABILITY: EXCEPT AS EXPRESSLY STATED HEREIN, THE SPONSOR MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES (INCLUDING THIRD-PARTY WARRANTIES). IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO THE CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PENAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN CONNECTION WITH THE USE OF THE CUSTOMER 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 CUSTOMER WAIVES AND RELEASES THE INDEMNIFIED PARTIES FROM ALL OBLIGATIONS (OTHER THAN PROVISION OF THE EQUIPMENT, AND FOR ANY AND ALL LIABILITY OR CLAIMS ARISING IN CONNECTION WITH THE EQUIPMENT, THE CUSTOMER PORTAL, OR ANY WORK OR SERVICES OF THE CONTRACTOR. CUSTOMER AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE EQUIPMENT AND TO THE CONTRACTOR FOR ANY CLAIMS ASSOCIATED WITH THE EQUIPMENT OR CONTRACTOR SERVICES, RESPECTIVELY. MANUFACTURER SHALL PROVIDE REMOTE ACCESS TO ITS THERMOSTAT VIA ITS WEB-BASED PORTAL OR APP. AT THE TIME OF THE ENROLLMENT, CUSTOMERS MAY REVIEW AND ACCEPT THE MANUFACTURER’S TERMS AND CONDITIONS TO UTILIZE SUCH PORTAL OR APP. CUSTOMER AGREES THAT THE INDEMNIFIED PARTIES SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH ACTS OR OMISSIONS OF THE MANUFACTURER OF THE SMART THERMOSTAT, INCLUDING WITHOUT LIMITATION, ANY BREACH OR MISUSE OF CUSTOMER DATA WHILE IN THE POSSESSION OF SUCH MANUFACTURER.

12. GENERAL PROVISIONS: The Customer may not assign or transfer this Agreement. Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts without regard to conflicts of law provisions. No equipment may be returned for credit or repair. In the event of any conflict or inconsistency between this Agreement and any other Smart Thermostat Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement unless such modification or amendment is in writing and signed by a duly authorized officer of the Sponsor.

13. OWNER CONSENT: If the Customer is not the Owner of the Premises, the Customer must obtain the Owner’s express authority to participate and have the Equipment installed at the Premises. By signing below, the Owner represents and warrants that the Owner has read this Agreement, and understands and agrees to the Customer’s participation in this offering (including any installation at the Premises) as described herein.

14. ENERGY BENEFITS: Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.