

OwnYourPower

OwnYourPower is a program offered by participating electric cooperatives (“Cooperative”) to allow qualifying end use consumers (“Customers”) to connect their smart devices to a virtual electric grid and allow the Cooperatives to control Customer load during peaks times of electric usage when electricity is most expensive (the “Program”). Qualifying Customers that participate in the Program are eligible to receive economic incentives available from their Cooperative.

As part of the Program, through an arrangement with their wholesale electric supplier Great River Energy (“GRE”), the Cooperatives will work with a variety of smart thermostat, EV charger, and water heater manufacturers (“Manufacturers”) to control Customer devices during high electricity demand periods (“Peak Events”). In exchange for Customers’ reduction of electric usage during these Peak Events, their Cooperative will issue Customers monetary incentive in the form of bill credits.

In order to enroll in the Program, please review the terms below and indicate your understanding and agreement with the terms by selecting the appropriate check box that confirms that you accept the terms of Program enrollment. Your Cooperative will notify you when you have been approved for enrollment in the Program and the effective date of the enrollment.

Terms and Conditions

1. **Eligibility:** Subject to any specific limitations imposed by your Cooperative, a Customer is eligible to participate in the Program if you (1) receive their electric service from Cooperative and are the current account holder; (2) have a Google Nest, Honeywell, or ecobee thermostat, Emporia EV charger, or Aquanta hot water heater from the Manufacturers (“Customer Device”); and (3) agree to allow Cooperative to access and control your Customer Device during Peak Times. In order for Cooperative to control the Customer Device, Customer must also be connected to an available WiFi network and in communication with the ADRMS. Customer is responsible for all fees charged by its internet service provider in connection with participation in the Program.
2. **Control of Customer Device:** You acknowledge and agree that Cooperative will control the Customer Device in your home during Peak Events. A "Peak Event" is defined as a period of time, determined by Cooperative, where reduced load is beneficial for economic or reliability reasons. Cooperative may notify customers of a Peak Event, via a smartphone app or other electronic method, in advance. Customer acknowledges that the energy reductions resulting from measures installed under this Program are included as part of GRE's load management programs or demand response programs, and that GRE has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions into MISO markets and auctions.
3. **Customer Incentives.** Information regarding the bill credits Customers will receive by enrolling in the Program is available by contacting your Cooperative.
4. **Data Access:** As part of Customer’s participation in the Program, Customer consents to Cooperative, GRE and any of their third party vendors’ access and use of certain Customer data and information, including energy usage and consumption data, as well

as non-sensitive personally identifiable information. By signing up to participate in the Program, Customer consents to this information being accessed and provided to or by Cooperative, GRE and/or their third party vendor(s), including Virtual Peaker and device Manufacturers. Customer information will be used to assist in programming, reporting, monitoring, and controlling the device system, as well as other uses consistent with Cooperative's Privacy Policy (available upon request), and as provided in applicable third party vendor terms and conditions. Customer further recognizes and agrees that Virtual Peaker shall have the right to collect and analyze Customer data and other information relating to the provision, use and performance of various aspects of the service provided and related systems and technologies (including, without limitation, information concerning customer data and data derived therefrom), and Virtual Peaker will be free to (i) use such information and data to improve and enhance the services provided and for other development, diagnostic and corrective purposes in connection with the services provided and other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

5. **Acknowledgment of Customer:** You acknowledge and agree that Cooperative will be permitted to control the Customer Device system associated with the Program that is installed in your home. You acknowledge that you remain responsible for maintenance, repair and replacement of the Customer Device system.
6. **Enrollment & Term:** This Agreement shall commence upon your enrollment and shall continue for a period of one (1) year (the "Initial Term"), renewing annually after the Initial Term. Either party may terminate this Agreement by providing the other party thirty (30) days' written notice of termination to the other party. If a Customer Device system fails to perform, you will have thirty (30) days to resolve the issue and to have Cooperative test and verify that performance has been restored. If performance is not restored within sixty (60) days, Cooperative may elect to terminate your participation in the Program.
7. **Limitation of Liability:** Cooperative shall be liable for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the Program or these Terms and Conditions. Further, Cooperative shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, unavailability of, or status of the Customer Device. Cooperative is not responsible for any costs related to the repair, maintenance or replacement of your Customer Device system.
8. **No Warranty; Disclaimer:** Cooperative does not endorse, guarantee, or warrant any contractor, manufacturer or product, and Cooperative makes no representations, warranties or guarantees in connection with the Program, Customer Devices or any item in connection herewith or therewith, whether statutory, oral, written, express, or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Customer acknowledges and agrees that any warranties provided by original manufacturers, licensors, or providers of any Customer Device, material, equipment, or other items provided or used in connection with the Program ("Third Party Warranties"), are not to be considered warranties of Cooperative and Cooperative makes no representations, guarantees, or warranties as to the applicability or enforceability of any such Third-Party Warranties. The terms of this section shall govern over any contrary verbal statements or language appearing in any of Cooperative's other documents. This

disclaimer shall survive any cancellation, completion, termination or expiration of the Customer's participation in the Program.

9. **Indemnification:** You shall indemnify and hold harmless Cooperative for any injury or damage to any persons or property arising from Cooperative's access and use of Customer Device, or caused by any breach of this Agreement by you, your negligence or that of your household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.
10. **Program Modifications:** Cooperative reserves the right modify any and all Program incentives based on future performance, Program modifications, technology upgrades, and changes to Cooperative's electrical distribution system. Any such changes will be communicated to Customer by e-mail at least thirty (30) days prior to the effectiveness of such changes.
11. **Notices:** Customer must send any Notice required under this Agreement to the Cooperative. Customer acknowledges that Cooperative may send Customer emails, text/SMS and other notifications related to the Program, including notifications about enrollment status and Program-related adjustments.
12. **Miscellaneous.** If any provision of these Terms and Conditions 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. In the event of any conflict or inconsistency between these Terms and Conditions and any program materials, these Terms and Conditions shall control. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions unless such modification or amendment is in writing and duly authorized by Cooperative. This Agreement shall be governed by the laws of the State of Minnesota.

By signing this Agreement, I agree that I have read and understand, and agree to be bound by, the above Terms and Conditions.