**Jackson County Rural Electric Membership Corporation**

**ecobee Residential Smart Thermostat Program Agreement**

Thank you for your interest in the Jackson County Rural Electric Membership Corporation’s (“Cooperative”) Residential Smart Thermostat Program (“Program”), a service offered in partnership with ecobee, Ltd (“ecobee”), to help reduce the Cooperative’s kilowatt demand during critical periods (“Event”).

The Program allows you to participate in a program for residential customers offered by the Cooperative using an ecobee3 lite\* thermostat (“thermostat”). As part of the Program, customers will receive a personally optimized curtailment adjustment to the thermostat to reduce demand on the electric grid. With eco+ enabled, the temperature adjustment is an optimization algorithm that will be tailored to the customer’s savings preferences. An optimization algorithm is unique to each customer and is a combination of input from the customer (dictated by the comfort preference scale in the eco+ set up), thermodynamics of the home, performance of the HVAC system, Event length, pre-cool or pre-heat setting and occupancy patterns.­ At any time, the customer may opt out of an Event or override this automatic change simply by adjusting the thermostat to a different temperature or using the ecobee mobile application.

**Eligibility Requirements**

The Program is available to Cooperative residential electric members who meet certain eligibility requirements. In order to participate, you must: (a) be a Cooperative residential electric service active account holder; (b) have an active Cooperative fiber-optic broadband service at the Cooperative electric service address; (c) have an active ecobee account linked to your ecobee thermostat; and (d) agree to the terms and conditions set forth in this Agreement.

In addition, the Program is offered by the Cooperative year-round, but mainly for both the summer season (June, July and August) and winter season (December, January and February), and requires an installed operable ecobee thermostat. During the summer season the ecobee thermostat must be controlling an air conditioning unit, and during the winter season the ecobee thermostat must be controlling a heat pump, both at your Cooperative service address. Other systems may be considered on a case by case basis.

**Incentive(s)**

During the Program, Cooperative account holders participating in the Program are eligible to receive an ecobee3 lite\* thermostat at no additional cost (“Incentive”) for enrolling and continued enrollment in the Program for at least two (2) years. The Cooperative may choose to develop and implement other incentive offers related to thermostat operation. If the Cooperative develops additional incentives, the account holder is eligible to participate in these future offers. The Cooperative will contact the account holder in the event additional offers become available. The Incentives are provided solely by the Cooperative. ecobee bears no responsibility for the Incentives.

The Cooperative reserves the right to seek further information to verify your eligibility for the Incentives. Terminating Program enrollment early may result in the removal or disabling of the ecobee thermostat.

**Agreement**

By submitting this Agreement, you agree that:

ecobee may share certain information (including, but not limited to, your name, email address, service address, Cooperative account number, ecobee thermostat serial number, activation date, ecobee account status, operational data such as temperature set point, fan status, heating or cooling mode, compressor and fan runtimes, and opt-in or opt-out status) with the Cooperative and its third party program implementers, contractors, and/or agents to verify that you are eligible to participate in the Program, to implement the Program, and to evaluate the comprehensive energy impact of the ecobee thermostat. In addition, ecobee may share with the Cooperative your decision to opt out of Program or your deletion of your ecobee account, each of which will automatically result in the termination of your enrollment in Program.

Member agrees to maintain network connectivity to the thermostat through Member’s Cooperative fiber-optic broadband service, and agrees, to the extent practical, to keep network connection in operating condition. Member agrees to be contacted by e-mail, text, mail, or telephone if, for any reason, Cooperative needs to verify connectivity, or member status. Member agrees to allow Cooperative employees or its contractors access to the participating thermostat installation.

The information you have provided as part of this Agreement is truthful and you meet the minimum eligibility requirements. ecobee or the Cooperative may terminate this Agreement and not enroll you, or terminate your enrollment in the Program if you are not truthful in the information you submit as part of this Agreement, if you do not satisfy eligibility requirements, or for any other reason. You are using Program on a voluntary basis.

You agree to participate in the Program in accordance with the ecobee Terms of Service, privacy policies and other policies on ecobee’s website *(www.ecobee.com/legal/use/)* and applicable laws and regulations.

You release and hold harmless ecobee and the Cooperative from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Program.

This Agreement is effective upon your submitting this Agreement and will continue until you, the Cooperative or ecobee cancels your participation.

*\* ecobee thermostat model may change at the discretion of the Cooperative.*

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Member Name *(please print)* Account Number

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Member Signature Date