

Pacific Gas and Electric Company

Automated Response Technology Program

Participation Terms and Conditions

Thank you for your interest in participating in the Pacific Gas and Electric Company ("PG&E") Automated Response Technology program ("Program"). These Program Participation Terms and Conditions (these "Terms") are a legal agreement ("Agreement") between you and PG&E governing your participation in the Program.

By some means, whether email or Clicking ["I AGREE"] or by otherwise participating in the Program, you ("Participant") are agreeing to be bound by these Terms.

1. The Program. The Program is open to Participants with smart technologies ("Device") which programmed by Participant to curtail energy use during Demand Response (DR) events ("Event") and daily time of use (TOU) (if applicable) as defined below. PG&E will use each Program Participant's SmartMeter data and/or thermostat telemetry to measure performance across the Program.

2. Participant Eligibility. Eligibility is defined in the Program tariff: [ELEC SCHEDS E-ART.pdf](#)

3. Participant Device Programming Requirement. Participant agrees to program the installed Device to lower energy use in the home during an Event.

4. Program Availability Period. The Program is authorized and funded in California Public Utilities Commission Decision 23-12-005 through December 31, 2027.

5. DR Events. Events where Participant will use their Device to lower their energy use can be triggered for reasons associated with maintaining system integrity, CAISO emergencies, Flex Alert days, insufficient system generation to meet anticipated system load during the DR Season, within the hours of 12:01 PM and 9:00 PM.

6. For Participants on Time of Use Rates. If a Participant is on a time of use rate, they are required to use the Device to lower their energy use for one year from the date of enrollment.

- i* Participant agrees to program the installed Device according to the Participant's TOU rate plan schedule.
- ii* Participants cannot opt-out of TOU programming until after the first year of participation.
- iii* PG&E does not guarantee Participant cost savings and will not cover any costs incurred due to the Participant's TOU optimization.

7. Program Incentives. PG&E will not provide incentives to Participants at this time.

8. Communications. Participant agrees to provide and maintain valid email address for Program communications, accepts responsibility for the receipt of these communications and any consequences of not receiving them. To opt out of receiving these emails Participants may email AutoResponseTech@pge.com. It may take up to 10 days to take effect.

9. Participant Device Data and Other Information. Participant authorizes PG&E to access and/or will provide Participant's personal identifiable information, energy usage data, utility account number, and any other Device data or information generated and arising from Participant's participation during the Program Enrollment Period to carry out the Program's purpose and as required to be disclosed to the California Public Utilities Commission request.

10. Personal Non-Commercial Use. The Program is offered ONLY for personal non-commercial premises.

11. Costs. PG&E is not responsible for providing the equipment or other requirements necessary to participate in the Program, i.e. the Devices, Internet access, or covering any added costs, if any, to Participant's electric bills. Participant may be responsible for the purchase price less available rebate, shipping, and handling costs incurred from purchasing an eligible smart thermostat from the Program's Online Store.

12. Program Participation Termination.

- i* *Termination By PG&E.* PG&E has the sole discretion to terminate the Program, or Participant's participation in the Program, at any time without cause by providing Participant written notice.
- ii* *Termination by Participant.* Participant may terminate their enrollment in the Program at any time for any reason by sending an email to AutoResponseTech@pge.com. As such, Program participation is completely voluntary, and Participant can decide to withdraw at any point in the Program, however, must keep in mind DR program requirements for incentive offers.

13. General.

- i* *Entire Agreement.* These Terms are the entire Agreement between PG&E and Participant concerning the Program's eligibility and participation requirements.
- ii* *No Assignment.* These Terms may not be assigned by Participant without PG&E's prior written consent.

- iii. *Assignment by PG&E.* Participant agrees PG&E may assign the administration and implementation of the Program to another Program Provider without the need for Participant's approval or reacceptance of these terms and conditions.
- iv. *Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.
- v. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of California. Any dispute arising in connection with this Agreement, shall first seek the assistance of a mediation to resolve any such outstanding disputes prior to filing a lawsuit.
- vi. *Authority, Consent and Capacity.* Participant warrants and represents they are over 18 years of age and have the necessary legal capacity and have obtained the required approvals to execute this Agreement to participate in this Program and adhere to these Terms. Participant shall be solely responsible for any failure to receive such necessary consents and approvals.
- vii. *Severability and Waiver.* In the event any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- viii. *Survival.* Termination of the Participant's enrollment in the Program's will not affect the obligations and rights under these Terms which by their sense and context are intended to survive such termination.
- ix. *Prohibited Resource Policy.* Participant agrees to adhere to the CPUC Prohibited Resource Policy which does not allow the use of distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power ("CHP") or non-CHP configuration during demand response ("DR") events.
- x. *Surveys.* Participant agrees PG&E may contact Participants to participate and complete surveys requested to measure customer satisfaction and inform Program improvements.
- xi. *Release of Participant's Customer Data.* Participant consents PG&E may receive, use, process, store, and copy Participant's personal identifiable information, energy usage data, premise location, interval data, utility account number, billing data, documentation, other materials, collectively referred to as "Customer Data", obtained from their Program participation to enable PG&E to perform its administrative regulatory requirements, including but not limited to, provision of the Customer Data to the automated service provider ("ASP") and other third party that is responsible for the Participant's participation in the Program. Privacy is a priority for PG&E and every reasonable effort will be made to protect your Customer Data; see PG&E's Privacy Policy at <http://www.pge.com/privacy>.
- xii. *Participant Consent to Provide Customer Specific Information to its CCA Energy Supplier.* For Participants who receive their energy supply from a Community Choice Aggregator (CCA), Participant agrees PG&E may disclose certain personal identifiable information about their interval data, their name, their premise location, and other related utility account information collectively referred to as "Customer Data" to the Customer's CCA in connection with the customer's participation in the Program.
- xiii. *CPUC Rights.* The CPUC may require this Program be modified or terminated at any time and all Customer Data will be made available upon their request. PG&E shall not be liable for any Customer Data disclosure by the CPUC.
- xvi. *No Warranty and Disclaimer.* NO WARRANTY AND DISCLAIMER BY PG&E. PG&E MAKES NO WARRANTY OR REPRESENTATION AND ASSUMES NO LIABILITY WITH RESPECT TO PROGRAM DESIGN, QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, OR RELIABILITY AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
- xv. *PG&E Limitation of Liability.* PG&E shall have no liability whatsoever any damages or claims resulting from any acts, omissions, or representations made in connection with Participant performance function and obligations under the Program. PG&E has no control of any of Participant's Device, does not provide the Participant with any signal or scheduling of any DR events and to address any such issues Participant must contract their Device sales representative or the Device manufacturer.