

Terms and Conditions

These Terms and Conditions (the "Terms and Conditions") apply to your application for, and participation in, the Smart Thermostat Demand Response option (the "Program"), sponsored by Idaho Power Company ("Idaho Power"). For the purpose of these Terms and Conditions, the terms "applicant", "participant", "you", or "your" refer to you as an applicant for, and participant in (if applicable), the Program. Please read these Terms and Conditions carefully before applying for the Program. Details of the Program are subject to change or cancellation without prior notice.

Program Overview

The Smart Thermostat Demand Response option is a voluntary option within the Idaho Power's AC Cool Credit Program that helps lower peak electricity demand during times of high energy use. By enrolling in the Program, participants agree to allow Idaho Power to work with a third-party manufacturer of the customer's thermostat, to make occasional automated adjustments to a participant's smart thermostat(s) during the summer months when demand for energy is high or when there are other applicable system needs. In return for their participation, participants may receive financial incentives as described below.

Eligibility Requirements

To participate in the Smart Thermostat Demand Response option, you must be an Idaho Power residential customer and be the account holder of the electric service at your address. In addition, you must have a qualified smart thermostat installed and connected to your home Wi-Fi.

Idaho Power shall, in its sole discretion, have the right to select and reject Program participants based on the criteria established by Idaho Power to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, energy usage, qualified equipment, or other factors.

Enrollment

If you agree to participate in the Program, you must complete the application via the appropriate platform for the smart thermostat you will register in the Program. Upon receipt of your application, Idaho Power will notify you of your acceptance in the Program upon your agreement to these Terms and Conditions.

Qualified Units

ecobee

ecobee3, ecobee3 Lite, ecobee4, ecobee SmartThermostat with voice control, Smart Thermostat Enhanced, Smart Thermostat Premium, Smart Thermostat Essential

Google Nest

Google Nest Learning Thermostat (4th gen), Google Nest Learning Thermostat (3rd gen), Google Nest Thermostat, and Google Nest Thermostat E

Honeywell Home

Wi-Fi T5+ Smart Thermostat, Wi-Fi T6 Pro Smart Thermostat, Wi-Fi T9 Smart Thermostat, Wi-Fi T10 Smart Thermostat

Honeywell Home TCC

Wi-Fi Smart Color Thermostat, Wi-Fi 7-Day Programmable Thermostat, Wi-Fi 9000 7-Day Programmable Thermostat, Wi-Fi 9000 Smart Thermostat, Wi-Fi 7-Day Programmable Smart Thermostat, Wi-Fi VisionPro 8000 Smart Thermostat, Wi-Fi Round Smart Thermostat

Sensi

Sensi™ Wi-Fi Programmable Thermostat, Sensi Touch Wi-Fi Thermostat, Sensi Lite Smart Thermostat, Sensi Touch 2 Smart Thermostat

Amazon

Amazon Smart Thermostat

How to Receive Your One-time Enrollment Incentive

A one-time enrollment incentive of \$50 will be mailed to newly enrolled AC Cool Credit customers within 60 days of Idaho Power's acceptance of an applicant's Smart Thermostat Demand Response application. This one-time incentive is available to eligible customers who have not previously received an enrollment incentive through the Smart Thermostat Demand Response option or who have not participated in the A/C Cool Credit Cycling option with Idaho Power during the previous twelve months.

How to Receive Your Bill Credit

After you are enrolled in the Program, you will become eligible to receive monthly bill credits of \$5 your July, August, September and October statements. Customers must participate in at least 50% of the demand response events for each month to qualify for the monthly incentive. For customers on Budget Pay, the credit will be applied to their Budget Pay calculation.

If you receive a \$50 enrollment incentive, the credits will begin after the first full year of participation in the program. If you transferred from the AC Cycling option and were not eligible for the \$50 enrollment incentive, you are eligible to receive the credits as soon as your participation in the Program begins.

The bill credits are only applicable to customers with an active Idaho Power account.

Termination and Unenrollment

Participants may choose to withdraw from the Program at any time by contacting Idaho Power or program sponsor. Please note that if you withdraw from the Program, you will forfeit any future incentives or bill credits you may have otherwise be entitled to as a participant.

Idaho Power, in its sole discretion, may terminate a participant's involvement in the program at any time and without notice for the following reasons:

- Failure to comply with Program Terms and Conditions; or
- Issues related to a participant's Idaho Power account status or eligibility for the Program
- Termination of the Program by Idaho Power.

Disclaimer of Warranties

IDAHO POWER AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, INSTALLATION, ESTIMATED ENERGY AND/OR COST SAVINGS OF THE PROGRAM, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY, OR LIABILITY.

Indemnification

As consideration for receipt of the benefits of the Program, you agree to indemnify, defend, reimburse, and hold harmless Idaho Power and its employees, agents, directors, officers, and shareholders for, from, and against any liabilities, claims, damages, losses, and expenses (including reasonable attorneys' fees and costs and expert witness fees and expenses) arising out of, or relating to, your breach of these Terms and Conditions, any false or misleading information in the application you completed in connection with the Program, or any personal injury or property damage arising out of or resulting from your negligence or willful misconduct in connection with the Program.

Confidentiality and Information Release

The applicant understands and agrees that Idaho Power and/or its representatives may include a description of this Program and other Program details in its case studies, brochures, press releases, advertisements and other marketing materials presented to the public. These public materials may discuss the Program but at no time will Idaho Power make a specific participant's information publicly available without express consent of the participant.

By participating in this program, participant agrees to release their name, address and phone number to Idaho Power and/or its subcontractors responsible for the operation of the Program and Idaho Power's obligations related to the Program. Idaho Power's subcontractors are contractually obligated to keep customer and Program participant information confidential.

Resideo EULA and Privacy Policy

As of the Effective Date, the Program Administrator is Resideo LLC (f/k/a Ademco Inc.), a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422 (d/b/a "Resideo Energy Management"). By agreeing to this Agreement, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://www.connectedsavings.com/eula> and <https://www.connectedsavings.com/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. Participant agrees that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or the Participant's consent. As between Participant and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the Smart Thermostat Demand Response Program (including, for the avoidance of doubt, as regards limitations and exclusions of liability as well as data usage rights, retention and consents) and in the event of a conflict or inconsistency between these Idaho Power Terms & Conditions and such EULA and/or Privacy Policy, as between the Participant and the Program Administrator such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency. Idaho Power may change its Program Administrator at any time without notice.