

COSERV RUSH HOUR REWARDS PROGRAM AGREEMENT FOR COSERV ELECTRIC MEMBERS

Thank you for your interest in the CoServ Rush Hour Rewards Program, a service offered by Nest Labs, Inc. (“Nest”) in partnership with Denton County Electric Cooperative, Inc. d/b/a CoServ Electric (“CoServ”).

IN ADDITION TO THE TERMS AND CONDITIONS REQUIRED BY NEST, THE RUSH HOUR REWARDS PROGRAM IS OFFERED UNDER THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT (“AGREEMENT”) AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY SIGNING UP FOR THE RUSH HOUR REWARDS PROGRAM YOU (A) ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PARTICIPATE IN THE RUSH HOUR REWARDS PROGRAM. THESE TERMS AND CONDITIONS AMEND AND REPLACE ANY PREVIOUS TERMS AND CONDITIONS FOR THE RUSH HOUR REWARD PROGRAM.

The Rush Hour Rewards Program is available only to CoServ residential electric customers who meet certain eligibility requirements (“Minimum Eligibility Requirements”), which require you to: (1) be a CoServ residential electric service account holder; (2) have an 802.11 wireless network at the CoServ service address; (3) have an active Nest account linked to your Nest Learning Thermostat; (4) have an installed and operating Nest Learning Thermostat controlling an air conditioning unit, at your CoServ service address; and (5) agree to the terms of this Agreement. CoServ shall verify your eligibility prior to your participation in the Rush Hour Reward Program and can deny participation for any reason whatsoever without notice to you.

You are authorizing CoServ to share information with Nest about your energy usage and associated account and billing data in order for Nest to evaluate and improve its products and services. Such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, and rate information. Your credit card, checking account, or similar payment information will not be shared by CoServ with Nest.

You are authorizing CoServ to have access to certain information (including, but not limited to, your name, email address, service address, CoServ account number, Nest Learning Thermostat serial number, activation date, Nest account status, runtime data, setpoints, and related details) to allow CoServ verify that you are eligible to participate

in the Rush Hour Rewards Program and to evaluate the comprehensive energy impact of the Nest Learning Thermostat.

A Rush Hour Rewards Program year “RHR Year” shall be any given year beginning May 21st and continuing through September 30th. CoServ account holders participating in the CoServ Rush Hour Rewards Program agree that the term of participation shall begin on the date of enrollment of your Nest Learning Thermostat and extend for a minimum of three (3) consecutive years (each year an “Enrollment Year”), unless earlier terminated pursuant to the terms herein. The term of this Agreement will be automatically renewed at the end of the third Enrollment Year for an additional period of one (1) Enrollment Year, unless either party terminates this Agreement

Within thirty (30) days of your enrollment for the Rush Hour Rewards Program, you will receive a credit on your electric bill for \$50 per Nest Thermostat, maximum of two thermostats (“Enrollment Credit”). In the event you fail to participate in the Rush Hour Rewards Program for a minimum of three (3) consecutive Enrollment Years, you will lose the Enrollment Credit and your account will be charged for the Enrollment Credit amount. For each Enrollment Year that you participate in the CoServ Rush Hour Rewards Program, you will receive a \$40 annual participation credit, one per household, on your electric bill (“Annual Incentive”) within thirty (30) days from the anniversary date of your enrollment, unless participation is terminated by you or CoServ at any time prior to the end of the prior Enrollment Year.

You represent and warrant that the information you have provided as part of this Agreement is truthful and you meet the Minimum Eligibility Requirements. You further agree that CoServ may terminate this Agreement, refuse to enroll you, or terminate your enrollment in the Rush Hour Rewards 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 whatsoever, with or without notice to you. You agree that you are participating in the Rush Hour Rewards Program on a voluntary basis. Furthermore, you agree that upon enrollment in the Rush Hour Rewards Program, your participation in CoServ’s Beat the Peak program shall automatically terminate.

You release and hold harmless Nest and CoServ from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Rush Hour Rewards Program.

This Agreement is effective upon your enrollment and will continue until you, CoServ, or Nest cancels your participation.