

RUSH HOUR REWARDS PROGRAM AGREEMENT

October 8, 2020

Thank you for your interest in the Denton County Electric Cooperative, Inc., d/b/a CoServ Electric Rush Hour Rewards™ Program, in partnership with and its subcontractor, Virtual Peaker, Inc.

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. THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AMEND AND REPLACE ANY PREVIOUS TERMS AND CONDITIONS FOR THE RUSH HOUR REWARDS PROGRAM.

BY SIGNING UP FOR OR CONTINUING PARTICIPATION IN 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 ENROLL IN THE RUSH HOUR REWARDS PROGRAM.

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

You are authorizing Denton County Electric Cooperative, Inc., d/b/a CoServ Electric to share information with its subcontractor, Virtual Peaker, Inc. and, about your associated account. The information to be shared is your account number and service address.

You are authorizing Denton County Electric Cooperative, Inc., d/b/a CoServ Electric and its subcontractor, Virtual Peaker, Inc. to have access to certain information (including, but not limited to, your name, email address, service address, Denton County Electric Cooperative, Inc., d/b/a CoServ Electric account number, Nest Thermostat serial number, activation date, runtime data, setpoints, and related details) to allow Denton County Electric Cooperative, Inc., d/b/a CoServ Electric to verify that you are eligible to participate in the Rush Hour Rewards Program and to evaluate the comprehensive energy impact of the Nest Thermostat.

The Rush Hour Rewards Program participation period (“Participation Period”) shall be May 1 - Sept 30. Denton County Electric Cooperative, Inc., d/b/a CoServ Electric account holders participating in the Denton County Electric Cooperative, Inc., d/b/a CoServ Electric Rush Hour Rewards Program agree that the term of participation shall begin on the date of enrollment of your Google Nest Thermostat.

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 Denton County Electric Cooperative, Inc., d/b/a CoServ Electric 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.

You release and hold harmless Denton County Electric Cooperative, Inc., d/b/a CoServ Electric and its subcontractor, Virtual Peaker, Inc. and 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 or Denton County Electric Cooperative, Inc., d/b/a CoServ Electric cancels your participation.