Evergy Thermostat Program

Program Terms and Conditions

Thank you for your interest in participating in the Evergy Thermostat Program program (the "Program"). The Program is offered by Evergy and its partners ("Evergy") and is implemented by Uplight, Inc. ("Uplight"). These Terms of Use (these "Terms") are a legal agreement between you and Evergy governing your participation in the Program.

BY CLICKING ["I AGREE"] OR BY OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT PARTICIPATE IN THE PROGRAM.

In the case of inconsistencies between these Terms and information included in any other materials related to the Program (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. The Program.

1.1. *Description.* The Program is an energy savings initiative that reduces energy usage during select peak usage times. Evergy calls "Energy Savings Events" during these peak times, where thermostats are slightly adjusted to save energy. Customers can opt out of any event without penalty. Customers can receive a discounted or no-cost smart thermostat. The discounted or free price will be automatically reflected/applied at point of purchase. Device options are dependent upon compatibility with HVAC system.

1.2. *Devices.* By participating in the Program, you hereby grant to Evergy and Uplight the right to remotely access and control one or more smart thermostats at the address you are enrolling (each, your "Device"). When you authorize a Device, you may be presented with additional terms from the Device manufacturer (the "Manufacturer"). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, you understand and agree that you are enabling Uplight to control that Device in connection with the Program.

1.3. *Control.* As part of this Program, Uplight may automatically change the temperature setpoint on your Device without any manual intervention by you. At any time that you desire, you may override this temperature setpoint simply by turning your Device to a different temperature or using the other methods enabled by the Device Manufacturer.

1.4. *Changes.* Evergy reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

2. Eligibility. In order to register for the Program, you agree to provide to Uplight and Evergy information to verify your eligibility for the Program. You agree that the information that you provide to Uplight or Evergy in connection with the Program ("User Data") will be true, accurate, current and complete, and you further agree that you will maintain and promptly update the User Data to ensure that it remains true, accurate, current and complete.

3. Incentives. In connection with the Program, Evergy may offer certain rebates, offers, or other incentives ("Incentives"). Evergy reserves the right to determine qualification for Incentives in its sole discretion. Failure to participate in the Program for its entire duration or overriding automatic Device control on a regular basis may disqualify you from Incentives.

4. Your Information. By submitting User Data and any other data, materials, content, or information in connection with the Program ("Information"), you are licensing such Information to Uplight and Evergy for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your Information maintained by Evergy and/or Device Manufacturer solely in order for Uplight to provide the Program. You further agree that Evergy and Uplight may share such Information each collects with third parties for the purpose of providing the Program and that any such Information shared with third parties may be personally identifiable to you or the residence where your device is installed. You understand and agree that by authorizing Uplight to control your Device in connection with the Program, Uplight may receive access to data from your

Device directly, including data collected from its sensors. For more information on the particular data that Uplight will receive access to, Kansas customers can contact Evergy at thermostat@programs.kansas.evergy.com, Missouri customers can contact Evergy at thermostat@programs.missouri.evergy.com or visit www.uplight.com/privacy-policy.

5. Personal Non-Commercial Use. The Program is offered for your own personal non-commercial use. Any commercial participation in the Program is expressly prohibited.

6. Costs. Evergy and Uplight are not responsible for providing the systems necessary to participate in the Program, such as Devices or internet access.

7. No Warranty; Disclaimer. YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. EVERGY AND UPLIGHT EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. EVERGY AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, Evergy and Uplight do not guarantee that energy efficiency measures purchased and installed, or services provided through this Program will result in energy and cost savings. Evergy reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by Evergy or Uplight, nor do Evergy or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

8. Indemnification. You agree to indemnify, and hold Uplight and Evergy, their officers, directors, employees affiliates, and agents, harmless from and against any and all actions, claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your participation in the Program, including in regard to the installation, operation, and disposal of equipment (and related materials) covered herein and any liability from incidental or consequential damages.

9. Limitation of Liability.

9.1. *Limitation of Liability*. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR EVERGY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR EVERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL UPLIGHT OR EVERGY HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

9.2. *Exclusions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. Termination.

10.1. *Termination By Evergy.*. Evergy may terminate the Program, or your participation in the Program, at any time, with or without cause, by providing you with written notice of such termination, which may be via email.

10.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to thermostat@programs.missouri.evergy.com if you are an Evergy Missouri customer, or thermostat@programs.kansas.evergy.com if you are an Evergy Kansas customer.

10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. Evergy and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.

10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those obligations of either party which are intended to survive such suspension, termination, or cancellation.

11. General.

11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Missouri if you reside in Missouri or these Terms shall be governed by the laws of the State of Kansas if you reside in Kansas, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you believe that Evergy has not adhered to these Terms, please contact us by e-mail at thermostat@programs.missouri.evergy.com if you reside in Missouri or thermostat@programs.kansas.evergy.com if you reside in Kansas. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. If you and Evergy are unable to reach a resolution to the dispute, you and Evergy will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Kansas City, Missouri office. Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND EVERGY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Evergy otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.

11.2. *Consent and Capacity.* You are over 18 years of age and have the necessary legal capacity to execute this agreement and have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises where the Services will be provided. You are solely responsible for any failure to receive necessary consents and approvals. Your participation is completely voluntary, and you can decide to withdraw at any point in the Program.

11.3. *Entire Agreement*. These Terms are the entire and exclusive agreement between Evergy or Uplight and you regarding the Program, and supersede and replace any prior agreements regarding the same.

11.4. *No Assignment*. You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Evergy. Any purported assignment or delegation by you without the appropriate prior written consent of Evergy will be null and void.

11.5. *Severability and Waiver*. In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of Evergy to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

11.6. *Questions*. If you have questions about these Terms, please contact Evergy at thermostat@programs.missouri.evergy.com or call (833) 702-5424 for Missouri customers and thermostat@programs.kansas.evergy.com or call (833) 612-2232 for Kansas customers

11.7. *Communications*. By participating in this Program, you agree to receive emails from Uplight, Evergy, and/or its partners at the email address provided for this Program. These emails may contain information about Evergy's products and services; other energy related products, services and Programs; as well as energy related legislative and environmental issues. You may opt out of receiving these emails at any time by contacting Evergy at (833) 702-5424 or thermostat@programs.missouri.evergy.com for Missouri customers and thermostat@programs.kansas.evergy.com or call (833) 612-2232 for Kansas customers; however, it may take up to 10 days for your opt-out request to take effect.