

Evergy is excited to offer the Evergy Thermostat Program (the “Program”) to its Missouri residential rate electric customers with central air conditioning<sup>1</sup> or heat pump cooling system using a WiFi-enabled thermostat (a/k/a a “smart thermostat”).

As part of the Program, participating Customers (individually, “Customer” or, collectively, “Customers”) may be entitled to receive an incentive (the “Initial Incentive”) to join the Program after their Enrollment Date, as described in the following chart below.

Also, as part of the Program, Evergy will work with a variety of smart thermostat manufacturers listed at <https://www.evergy.com/thermostat> (“Manufacturers”), and Evergy’s demand response management system software providers, to remotely inform your smart thermostat of the existence of an Evergy demand response event (individually an “Event” and collectively “Events”), causing the thermostat to automatically change the temperature setpoint in your home or begin cycling your air conditioning unit on that day without any manual intervention by you. In exchange for Customers’ participation during these Events, Evergy will issue Customers an annual reward (“Annual Participation Reward”) each November in the form of a check or bill credit after the first full year of participation in the Program.

For the purposes of these terms and conditions, the term “Evergy” includes the third-party Program implementer, CLEAResult Consulting Inc.

### INITIAL ENROLLMENT INCENTIVES

Enrollment Type	Description	Initial Incentive (paid after Enrollment Date)	Annual Participation Reward (check or credited on Customer’s November bill)
Bring Your Own Thermostat (“BYOT”)	Enroll previously owned and installed eligible smart thermostat	\$50 enrollment incentive	\$25 after a full year of participation
Customer Self-Installed (“DIY”)	Purchase at discounted price and install eligible smart thermostat from the Online Customer Portal	\$0	\$25 after a full year of participation
Professional Installation	Discounted Professional Installation of eligible smart thermostat at discounted price	\$0	\$25 after a full year of participation

<sup>1</sup> Please note that some air conditioning units or equipment may not be eligible for this Program, including, but not limited to, evaporative “swamp” coolers, window/wall air conditioning units, and ductless air conditioning units (e.g. mini-split systems).

In order to enroll in the Program, please review these terms and indicate your understanding and agreement below by enrolling in the Program at <https://www.evergy.com/thermostat>. The initial incentives and enrollment in the Annual Participation Reward are limited to one per residential address.

### **Program Thermostat Control and Demand Response Information**

The set point increase or air-conditioning cycling is controlled by the eligible WiFi-enabled smart thermostat(s) received by Customers who comply with all Program terms. The Program may use one of the following control strategies during Events:

- (a) Duty-Cycling – the smart thermostat will cycle a Customer's air-conditioning off and on during Events. For Example: the compressor will be turned off for 15 minutes, and then turned on for the following 15 minutes, as necessary during the Event.
- (b) Temperature Offset – the smart thermostat will increase the temperature set point in a Customer's home by either a pre-determined or personally optimized amount during Events. For Example: for a 3-degree offset event, a Customer's smart thermostat with a chosen set point of 72 degrees would be increased to 75 degrees during the Event. For ecobee customers with eco+ enabled, the temperature adjustment will be tailored to your savings preferences.

Prior to an Event start time, reasonable efforts will be made to begin pre-cooling the home using the eligible smart thermostat for either a predetermined or personally optimized duration of time (pre-cool protocol deployed is dependent upon on the Wi-Fi-enabled smart thermostat Manufacturer) to reduce the amount of run time the cooling unit will require during the event. Customers that participate with the WiFi-enabled smart thermostats from MEEIA Cycle II and III will receive event notifications via their smart device app.

The Program offers Customers the option, at any time, opt out of an Event or to override this automatic change simply by adjusting your temperature or using the thermostat manufacturer's website or your own mobile application.

### **Evergy Customer Information to be Exchanged with Manufacturers**

Your agreement to these terms (the "Agreement") gives your thermostat Manufacturer permission to enable the chosen Program protocol and for Evergy to enroll you in the Program pursuant to the terms and conditions herein. Any additional WiFi-enabled thermostats installed at your Evergy service address will be automatically enrolled in the Program. The Manufacturer may share certain information (including, but not limited to, your name, email address, service address, Evergy account number, thermostat serial number, activation date, thermostat account status, runtime data, set-points, and related details) with Evergy to verify that you are eligible to

participate in the Program and to evaluate the comprehensive energy impact of the WiFi-enabled thermostat.

In addition, each Manufacturer may share with Evergy your decision to opt out of the Program or your deletion of your thermostat account, each of which will automatically result in the termination of your enrollment in the Program and any future payments. Manufacturers may also share Customer's enrollment data and anonymized usage data from Customer's smart thermostat(s) with Evergy and Evergy's suppliers and consultants. This exchange of Customer information is covered by confidentiality terms existing between Manufacturers and Evergy and between Evergy and its suppliers and consultants.

If you have a Google Nest thermostat, Google Nest will administer this Program through the Rush Hour Rewards Program in accordance with the Nest Terms of Service, privacy policies and other policies on Google Nest's website ([www.nest.com/legal](http://www.nest.com/legal) & [www.nest.com/legal/energy-partner/evergy/](http://www.nest.com/legal/energy-partner/evergy/)) and applicable laws and regulations.

If you have an ecobee thermostat, ecobee will administer this Program through eco+ in accordance with the ecobee eco+ Terms of Service, privacy policies and other policies on ecobee's website (<https://www.ecobee.com/legal/use/> & <https://www.ecobee.com/eco-plus/legal/>) and applicable laws and regulations.

If Evergy transitions to administering their own demand response protocol through their Distributed Energy Resource Management System, the new protocol will supersede any prior agreements and you will automatically be enrolled in the Program via the new demand response protocol. At such time, a new Terms of Service, privacy policies and other policies will be provided to you.

### **Eligibility Requirements**

This Program is available to Evergy residential electric customers who meet the following eligibility requirements. In order to participate, you must:

- (1) be an Evergy Missouri residential electric service account holder with an installed, operable, and eligible WiFi-enabled thermostat controlling an acceptable single zoned central air-conditioning cooling system or heat pump at the Evergy service address;
- (2) have an 802.11 wireless network at the Evergy service address;
- (3) have an active account linked to your WiFi-enabled thermostat;
- (4) be the property owner or, if you are not the property owner, you have obtained the property owner's permission to install the WiFi-enabled thermostat;
- (5) agree to the terms and conditions set forth in this Agreement and the terms and

conditions of the applicable Manufacturer; and

- (6) your service address is not already enrolled in as an active participant in Evergy's MEEIA Cycle II thermostat program.

If you are unsure if a specific WiFi-enabled thermostat qualifies for this Program or are still making a purchasing decision, visit <https://www.evergy.com/thermostat> to confirm which thermostats are eligible for this Program.

Evergy reserves the right to exclude any or all Customer's cooling units from this Program offering if, in Evergy's judgement or the judgment of Evergy's authorized agent, the cooling unit is considered to not be in good operating condition. You are responsible for the maintenance and repair of your cooling unit system. If your home is found to have insect infestation, Evergy will remove all Program equipment and will require an extermination invoice before allowing additional participation. Renters will need landlord consent prior to participating in the program. Landlords will require renter consent prior to participating in the program. Evergy reserves the right to charge the account holder for the full value of the thermostat if an Evergy-provided discounted thermostat is not installed and activated within 90 days of receipt.

### **Program Term and Withdrawal**

You agree to stay in the Program for a minimum of three (3) years from the Enrollment Date.

This Agreement will remain in effect, unless terminated pursuant to other provisions of this Agreement, pursuant to Evergy's tariff, or until the Program is discontinued by Evergy. Evergy will give this Program discontinuation notice to Customers at least thirty (30) days prior to such early termination of the Program.

The Customer will notify Evergy when replacing or removing a smart thermostat enrolled in the Program. Removal of an enrolled smart thermostat without an eligible smart thermostat replacement will be deemed by Evergy as a Customer-initiated termination of this Agreement. Customers replacing a previously enrolled smart thermostat with an eligible smart thermostat must re-enroll the new smart thermostat to confirm installation. See details at <https://www.evergy.com/thermostat>.

If the Customer terminates this Agreement prior to the expiration of the initial three (3) year term after the Enrollment Date of eligible thermostat(s), or if Evergy terminates this Agreement because of Customer's failure to honor the terms of this Agreement at any time, or upon discovery of any tampering with smart thermostat equipment, then Evergy shall have the right to terminate this Agreement immediately and/or immediately discontinue dispatching of Customer's payment of the Annual Participation Reward. Any Customer terminating a Program Agreement prior to three (3) years from the Enrollment Date will not eligible to participate in the Program again for twelve (12) months from the date of early termination.

Evergy is not responsible for any defective or malfunctioning thermostat and Customer must contact the manufacturer for any warranty issues. To determine if you might be eligible for a refund as a result of an early termination of your enrollment in this Program, please visit: <https://www.evergy.com/thermostat>.

### **Representations**

By submitting this Agreement, you agree that:

The information you have provided as part of this Agreement is truthful and you meet the minimum program eligibility requirements. Evergy may terminate this Agreement and not enroll you, or terminate your enrollment, in the Program if you are not truthful in the information you submit as part of this Agreement, if you do not satisfy the Program eligibility requirements, or for any other reason. You agree to call the program hotline at 866-882-4429 for any HVAC-related issues before contacting a HVAC contractor. If you fail to do this, Evergy will not honor any resulting claims that you might have been otherwise entitled to under the Program. You release and hold harmless the thermostat manufacturer, Evergy's authorized agents, and Evergy from any liability, demand, cause of action, damage or expense resulting from your participation in the Evergy Thermostat Program.

### **Additional Program Terms**

Evergy reserves the right modify any and all Program incentives based on future performance, Program modifications, technology upgrades, tariff revisions, or changes to Evergy's electrical distribution system. Any such changes will be communicated to Customer by e-mail at least thirty (30) days prior to deployment of such changes.

Customer certifies that any smart thermostat used for this Program has been installed in accordance with all applicable federal, state, and local laws, building codes, Manufacturer's specifications, and permitting requirements

Customer will notify Evergy when adding or removing any air conditioning units/equipment that could affect participation in this Program.

Customer consents to receive communications from Evergy relating to the Program in electronic form sent to Customer's email address.

This Agreement is effective upon your submitting this Agreement and will continue until you or Evergy cancels your participation in the Program. If you voluntarily cancel your participation by having the device removed, you may not receive additional devices within that three-year cycle.

EVERGY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY DESIGN, SYSTEM PRODUCT OR APPLIANCE INSTALLED PURSUANT TO THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. I AGREE TO INDEMNIFY EVERGY, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS,

AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF SUCH PRODUCTS.

### Questions

If you have questions regarding these Program terms, please email [thermostat@evergy.com](mailto:thermostat@evergy.com) or call 866-882-4429.