OMAHA PUBLIC POWER DISTRICT
OPPD SMART THERMOSTAT PROGRAM TERMS AND CONDITIONS

Welcome to the Omaha Public Power District's OPPD SMART THERMOSTAT PROGRAM! The OPPD Smart Thermostat Program ("Program") allows you to participate in a program offered by Omaha Public Power District ("OPPD" or "Utility") for the purpose of managing demand in the pursuit of lowering energy costs. OPPD works with a designated third party provider ("Demand Response Provider"), a company that offers demand response programs, in order to schedule and manage demand response calls on your smart thermostat device ("Smart Thermostat").

To apply for enrollment into the OPPD Smart Thermostat Program, visit www.oppd.com/SmartThermostat.

TERMS AND CONDITIONS:

By submitting your enrollment information for consideration for acceptance to participate in the OPPD Smart Thermostat Program you ("Customer" or "You/Your") acknowledge and confirm that You:

- Have read, understand and agree to these terms and conditions (this "Agreement") and to the program criteria.
- Have read, understand and agreed to Demand Response Provider's Terms and Conditions, as they may be updated from time to time, which are available and incorporated by reference here: Demand Response Provider Terms and Conditions,
- Agree to allow OPPD and Demand Response Provider to control the device associated with Your Program participation during an event,
- Consent to share Your personal information with OPPD and Demand Response Provider solely for the purposes identified below,
- Remain responsible for maintenance, repair and replacement of the device system, at Your own expense, and
- Understand the Program's eligibility requirements and incentives may be modified or the Program may be terminated at any time and for any reason without notification.

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1. **Eligibility:** This is a voluntary program for OPPD's qualifying electric customers. To be eligible for the Program, in addition to agreeing to this Agreement and any other requirements stated by OPPD and/or in the Program criteria, You must: (1) have a qualifying electric service account, in good standing, with OPPD; (2) have an installed, operable and compatible Smart Thermostat controlling Your primary cooling (or heating) appliances, at Your service address; and (3) maintain primary cooling (or heating) appliances as the primary cooling (or heating) appliance(s) at Your service address.

2. **Device Connectivity and Access for OPPD:** To participate, You must allow OPPD access to control Your Smart Thermostat device. You are responsible for acquiring and maintaining: (i) a working and reliable internet connection and Wi-Fi network (if device requires Wi-Fi) and other related equipment in Your home that is positioned to communicate reliably; (ii) an internet service provider ("ISP"); (iii) other system elements that may be specified as required by OPPD or the manufacturer of any required equipment (i.e. smart phone apps and active accounts with the smart thermostat manufacturer). You are responsible for all fees charged by the ISP in connection with participation in the Program. You agree to use best efforts to maintain and repair Your primary cooling (or heating) appliances to keep

it/them in satisfactory operating condition. You must satisfy these requirements for as long as You are in the Program, using best efforts to maintain connectivity of Your Smart Thermostat, and ensure it is online and able to be called upon during a program event.

Your participation in the Program may be terminated in the event that OPPD is unable to communicate with or access Your Smart Thermostat and communication or access is not restored within thirty (30) days. If communication or access is restored at a future date, You may opt back in if the Program is accepting new participants but would not qualify for any initial bill credit as shown in Program criteria.

3. **Program Modification or Termination**: OPPD may modify or terminate the Program for any reason including, but not limited to, change in regulations and/or not receiving approvals from electricity grid governing bodies; decision of the Utility's governing body to modify or discontinue the Program; Smart Thermostat Manufacturer changes or discontinuance of support for the Program; and other such events. If any of these happen, OPPD will notify You. You may not receive further Program incentives after such termination of the Program. In any event, OPPD reserves the right to substitute an incentive of equal value to any described Program participation incentive at OPPD's sole discretion at any time.

4. **Control of Device:** You acknowledge and agree that OPPD may control Your Smart Thermostat device(s) in Your home to remotely trigger an event that will cause Your Smart Thermostat to automatically change the temperature set point on that day, without any manual intervention by You. You will have the ability to opt out of event control and override any OPPD control simply by adjusting Your Smart Thermostat to a different temperature or, where supported by Your Smart Thermostat Manufacturer, by using the mobile or web application You regularly use with Your Smart Thermostat. You understand that if You opt out or override an event's control settings, You may affect Your incentives or Program eligibility. You agree to not connect any other device to Your central air conditioning unit(s) and/or heat pump(s) which generate any Market Services (as defined herein).

   You authorize the Utility to contact You by email and other means for items and issues related to the Program, including but not limited to, providing advanced notice when events are scheduled to occur.

5. **Data Access:** You authorize OPPD, Demand Response Provider, and their respective agents, contractors, and service providers, to collect and use Your personal information or data related to Your enrollment and participation in the Program, which shall mean Your name, email address, service address, utility account number, thermostat serial number, activation date, Your enrollment information, statistics and data about Your energy use, any opt out decisions or actions by You, or other information related to Your participation in the Program. Any personal information or data collected by OPPD or Demand Response Provider during the course of the Program will be used only for administering or reporting on the Program pursuant to this Agreement. This information will be used by OPPD and Demand Response Provider for the administration, evaluation, and reporting on the Program. You agree that information about Your service account, energy usage, and devices connected to Your service account, as well as any information You provide while applying for the Program or that is related to the Program may be used by OPPD and Demand Response Provider for the purpose of ensuring enrollment eligibility, compliance with Program requirements and analyzing program performance data.

   OPPD and Demand Response Provider may summarize or provide information about the results of the Program in publicly available studies or reports. In such case, data will be anonymized in a way that You cannot be individually identified. By signing up to participate in the Program, You consent to this information being accessed and provided to or by OPPD,

Demand Response Provider, and/or their respective agents, contractors, and service providers. Without limiting the foregoing, You consent to OPPD designating a new provider as its Demand Response Provider and providing same with Your personal information or data in accordance with and pursuant to this Agreement, as if such provider was the original Demand Response Provider when You signed up for the Program.

6. **Enrollment & Term:** The Agreement, with these terms and conditions, shall be effective commencing on Your submission of enrollment information and continue in effect for a minimum of 12 months from the date of enrollment. If You cancel Your enrollment within the initial 12-month period, You agree to pay back the installation credit You received from OPPD. The Agreement shall continue from year to year, unless or until terminated by either party. Either party may terminate this Agreement for any reason by providing the other party written notice. Participation in the Program is voluntary and You may withdraw from the Program at any time. Withdrawal may render You ineligible to receive Program incentives or future Program participation. You may provide written notice to OPPD at the following address: customerservice@oppd.com and/or mailing 1919 Aksarben Drive Omaha, NE 68106 or by calling OPPD Customer Care at 402-536-4131.

   During the term of this Agreement, OPPD will receive all market services arising from or related to the operation of the Smart Thermostat device and/or air conditioner or heat pump installed at Your property including but not limed to energy, capacity, spinning reserves, supplemental/non-spinning reserves, frequency, voltage or initial regulation, and other ancillary services ("Market Services").

   During the term of this Agreement, OPPD shall own the rights to any and all emissions credits, energy efficiency certificates, renewable energy credits, tradable renewable certificates, carbon reduction, natural gas savings, demand reduction, energy reduction, and/or any and all other environmental benefits arising from or related to the Smart Thermostat device installed at Your property.

   You warrant that You will not enter into an agreement or arrangement with any third party that affects OPPD's use of the attributes from the Smart Thermostat devices installed at Your property including but not limited to Market Services, or otherwise impairs, limits, or interferes with OPPD's use of the any such attributes. Additionally, if at any time You receive a proposal for Your property from a third party for energy efficiency, demand response, or any other products or services consistent with or similar to the Smart Thermostat device ("Third Party Proposal"). You shall notify OPPD in writing of the terms of such proposal, and OPPD shall have the right to submit a written proposal equal to or better than the Third Party Proposal. This right shall expire as to any Third Party Proposal if OPPD has not submitted its proposal to You within ninety (90) days of OPPD's notice of the Third Party Proposal from You.

   If You violate the terms and conditions of this Agreement, Utility may immediately terminate Your participation in the Program, and may elect to disqualify You from eligibility for incentives and/or future participation in the Program.

7. **Liability:** YOU ASSUME ALL RISK OF PARTICIPATION IN THE PROGRAM. IN NO EVENT SHALL OPPD NOR ANY OF THEIR PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO ANY PERSONS OR PROPERTY RESULTING FROM OR ARISING OUT OF ANY USE, REPAIR, DELAY IN REPAIRING, REPLACEMENT OF, MODIFICATION TO, UNAVAILABILITY OF, OR STATUS OF THE DEVICE SYSTEM. NEITHER OPPD NOR ANY OF THEIR PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS SHALL BE RESPONSIBLE FOR ANY COSTS RELATED TO THE REPAIR, MAINTENANCE OR REPLACEMENT OF YOUR DEVICE SYSTEM.

8. **Indemnification:** YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS OPPD, AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES, AND PROGRAM IMPLEMENTATION CONTRACTORS AND SUBCONTRACTORS, FOR ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, INJURY, EXPENSE, OR DAMAGE TO ANY PERSONS OR PROPERTY ARISING FROM THEIR ACCESS AND USE OF YOUR SMART THERMOSTAT DEVICE OR SYSTEM, OR CAUSED BY ANY BREACH OF THIS AGREEMENT BY YOU, YOUR NEGLIGENCE OR THAT OF YOUR HOUSEHOLD MEMBERS, AGENTS, SERVANTS, EMPLOYEES, TENANTS, LICENSEES, INVITEES, TENANT'S INVITEES, OR INDEPENDENT CONTRACTORS. OPPD HAS NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM.

9. **General Provisions:** This Agreement is governed and construed and enforced in accordance with the laws of the State of Nebraska without regard to its choice of law provisions. This Agreement supersedes any prior agreements and contains the entire agreement of the Parties and all representations with respect to the subject matter hereto. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement. The waiver of any of the rights or remedies arising pursuant to this Agreement on any occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement. As a condition of participating in this Program, You agree that all disputes that cannot be resolved amicably will be resolved individually, and will not be subject to class action or other similar process.

Rev. Date: August 25, 2026

END OF TERMS AND CONDITIONS

Program Criteria:

Once accepted into the Program the customer will receive a onetime bill credit, on the service address account, of $100 and a participation bill credit of $30 at the end of each season for their participation.

The season is defined as May 1 through October 31 of each year

Events take place between 12:00 PM and 9:00 PM (CST)

Events will only occur Monday through Friday and not on weekends or holidays

There is a maximum of 15 events per season and a maximum of three events per calendar week (one per day)

OPPD reserves the right to call emergency events in which case the customer will be notified in advance.