

AUTOGRID SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. SCOPE AND SERVICES

1.1 Scope. This Agreement sets forth the terms and conditions of a project (more particularly described in the Statement of Work (the “SOW”) attached hereto as Exhibit A) in which AutoGrid will provide the following services (the “Services”) during the Term:

- The right of access to and use of the AutoGrid Solutions and AutoGrid Platform (more particularly defined in the SOW) for Customer and those individuals and entities receiving energy management services from Customer that are authorized to receive the AutoGrid Solutions (“End Users”).
- Certain set-up and deployment services necessary for Customer and Customer’s End Users to use the AutoGrid Platform, subject to Customer’s performance of certain project management and support services.

1.2 Additional Services. Each Party agrees to use commercially reasonable efforts to perform its obligations hereunder. The Parties will hold meetings, as agreed, to manage the project and shall designate a dedicated project manager for the project. During the Term, Customer may request additional services (e.g., technical advice or customization or integration) (“Additional Services”) which shall be documented in executed Statements of Work, subject to agreement as to scope and other terms.

2. LICENSES AND INTELLECTUAL PROPERTY.

2.1 Platform Use License. Subject to the terms and conditions hereof, AutoGrid hereby grants to Customer during the Term and under AutoGrid’s Intellectual Property, a personal, non-exclusive, non-transferable internal license to access and use the AutoGrid Platform and Documentation for the purposes of (i) implementing, managing and supporting Customer’s service offerings for energy management programs that use the AutoGrid Platform to deliver the AutoGrid Solutions to End Users (the “End User Service”), and (ii) analyzing its effectiveness. No licenses are granted under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. “Intellectual Property” shall mean any and all patent rights, registered design, trademark and service marks, copyrights (including without limitation, rights in object code and source code), mask works rights, moral rights, know-how, trade secrets, and other intellectual property rights of whatever nature and in whatever form or medium. “Documentation” shall mean all technical and supporting materials provided by AutoGrid to Customer, whether provided in hard copy or electronic form, including but not limited to, reference guides, educational materials, product descriptions and end-user manuals, which describe the functions of the AutoGrid Platform or AutoGrid Solutions. “End User Agreement” shall mean an agreement between an End User and Customer which governs the End User’s use of the End User Service, which must have terms at least as protective of AutoGrid as those contained herein, including Sections 2 and 6.1. The End User Agreement shall not, and Customer shall not in the End User Agreement or through any other communication with End Users, whether written or oral, make any price quotes, representations, warranties, or other commitments, with respect to the AutoGrid Platform or AutoGrid Solutions in any way that is inconsistent with the terms and conditions of this Agreement. AutoGrid shall not be a party to End User Agreements and Customer shall not make commitments to an End User on AutoGrid’s behalf.

2.2 Ownership of IP and Feedback. As between the Parties, AutoGrid shall retain all right, title and interest in and to the AutoGrid Platform, the AutoGrid Solutions and the Documentation, any changes, corrections, bug fixes, enhancements, updates and other modifications thereto, and all Intellectual Property therein, and as between the Parties all such rights shall vest in and be assigned to AutoGrid (collectively, the “AutoGrid IP”). Customer hereby assigns to AutoGrid any and all right, title and interest in and to the AutoGrid IP and shall take all actions reasonably requested to accomplish such assignment. Each Party may from time to time provide suggestions, comments or other feedback (“Feedback”) to the other Party regarding the other Party’s products or services.

Feedback, even if designated as confidential shall not create any confidentiality obligations for the receiver of the Feedback and such Party shall be free to use, disclose, license or distribute and exploit the Feedback.

2.3 Restrictions. Neither Customer nor any End User or any other third party shall: (a) reverse engineer, disassemble, or decompile the AutoGrid Platform, the AutoGrid Solutions or any component thereof, except as permitted by applicable law; (b) modify, alter or create derivative works based on the AutoGrid Platform, the AutoGrid Solutions or the Documentation; (c) remove, modify, destroy or obscure any proprietary legends, license terms or automatically generated electronic files, reports or notices embodied in or displayed by the AutoGrid Platform, the AutoGrid Solutions or the Documentation; (d) sell, rent, lease, sublicense or otherwise distribute the AutoGrid Platform, the AutoGrid Solutions or the Documentation, or use the AutoGrid Platform, the AutoGrid Solutions or Documentation to provide services to third parties (other than End Users); or (e) separate the components of the AutoGrid Platform or the AutoGrid Solutions for use with other applications. Customer shall comply with the US FCPA (regarding among other things, payments to government officials) and all applicable laws, including but not limited to export laws, restrictions, national security controls and regulations of the US or other applicable foreign authority, with respect to its performance hereunder.

2.4 Developed and Pre-Existing Intellectual Property. The Parties agree that all Intellectual Property developed, authored, invented or reduced to practice by Customer during the Term of this Agreement will be owned by Customer ("Customer Developed IP"). All Intellectual Property developed, authored, invented or reduced to practice by AutoGrid during the Term of this Agreement will be owned by AutoGrid ("AutoGrid Developed IP"). All Intellectual Property owned or developed by either Party or its contractors prior to the commencement of this Agreement, or after the commencement and independent of this Agreement, shall remain the Intellectual Property of such Party. Notwithstanding the foregoing, during the Term AutoGrid grants Customer a limited, non-exclusive, non-transferable license to use AutoGrid's APIs solely to the extent necessary to develop Customer Developed IP.

2.5 Customer Data. All data provided by Customer to AutoGrid ("Customer Data") shall be deemed Confidential Information (as defined below). To the extent Customer wants AutoGrid to return Customer Data to Customer following termination of this Agreement, Customer shall notify AutoGrid in writing with ninety (90) days of termination. Upon receipt of such written notice, AutoGrid shall promptly return Customer Data to Customer. In the event Customer fails to request the return of its Customer Data within ninety (90) days following termination of this Agreement, AutoGrid may delete the Customer Data from its system.

3. FEES, INVOICING AND PAYMENTS.

3.1 Fees and Expenses. Customer agrees to pay the applicable fees as per the Marketplace listing. Fees for Additional Services (if any) shall be set forth in a separate SOW or Change Order. All fees shall be in, and shall be paid in, US dollars. Each Party is solely responsible for its own expenses unless expressly provided herein. Customer shall directly bill End Users for the use of the AutoGrid Solutions, if applicable

3.2 Payments. Customer shall pay all fees and charges specified in this Agreement within thirty (30) days of the applicable invoice. Payments shall be non-refundable upon payment. If Customer disputes invoiced payment amounts in good faith, Customer shall pay the undisputed portion in full by the applicable payment date, but Customer may withhold the disputed portion if Customer promptly submits to AutoGrid a written statement with supporting documentation specifying the amount and reason for the dispute. The Parties shall use best efforts to resolve the dispute within 15 days of written statement. Adjustments for such disputed amount shall be immediately effected upon the resolution. A late fee at a rate per annum equal to 2% above the prime rate as quoted in the Eastern edition of the *Wall Street Journal* as of the date such payment is due, shall be assessed against overdue amounts.

3.3 Taxes. Charges and fees exclude taxes. If AutoGrid is required to pay sales, use, excise, customs, export, import, commodity, value-added (VAT) or other taxes, levies or charges for services hereunder (except taxes on AutoGrid's income), then such taxes will be billed and paid by Customer.

3.4 Compliance Audit. AutoGrid may perform an audit of Customer and Customer's End Users' use of the AutoGrid Platform and any component thereof upon thirty (30) days' notice and during regular business hours and shall not unreasonably interfere with Customer's business activities. AutoGrid may conduct no more than one (1) audit in any twelve (12) month period. If the audit reveals material non-compliance, Customer will pay any undisputed underpaid fees and AutoGrid's reasonable expenses associated with such audit. These remedies shall be in addition to any other remedies hereunder.

4. LIMITED WARRANTIES AND DISCLAIMER AND DAMAGES.

4.1 Limited Warranty. AutoGrid warrants to Customer that (a) the AutoGrid Solutions and any Additional Services will be performed by appropriately skilled, qualified and experienced personnel and in accordance with generally accepted industry standards and (b) the AutoGrid Platform will operate substantially in accordance with AutoGrid's applicable published specifications. AutoGrid does not warrant that the AutoGrid Platform will meet all of Customer's requirements or that the AutoGrid Platform will operate uninterrupted or be error-free. The foregoing warranties are made solely to Customer and not to End Users. Neither Party will be liable to the other for delays or performance failures from causes beyond the reasonable control of that Party ("Force Majeure Event"), including but not limited to acts of God, labor disputes (other than with its own work force); provided the delayed Party gives prompt written notice of such cause and uses its reasonable efforts to mitigate the delay or failure. AutoGrid shall not be in breach of the foregoing warranties to the extent any failure of the AutoGrid Solutions or the AutoGrid Platform, including without limitation any outage or interruption of related End User Services, is caused by or results from any of the following: (a) a scheduled downtime, maintenance or repair by AutoGrid; (b) any act or omission of Customer or End User; (c) any equipment, networks, products or services provided or controlled by Customer; or (d) a force majeure event.

4.2 DISCLAIMER. EXCEPT AS SET FORTH IN THIS SECTION 4, ALL SERVICES (INCLUDING THE END USER SERVICES), THE AUTOGRID SOLUTIONS, THE AUTOGRID PLATFORM, AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND (EXPRESS, STATUTORY OR IMPLIED) INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AUTOGRID DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE AUTOGRID PLATFORM, THE AUTOGRID SOLUTIONS (AND ANY RELATED END USER SERVICES) OR ADDITIONAL SERVICES, PRODUCTS, OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. AUTOGRID WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN, OR ANY BUSINESS DECISIONS MADE BY CUSTOMER.

4.3 Exclusion of Damages. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL EITHER PARTY (AND INCLUDING AUTOGRID'S LICENSORS) BE LIABLE TO ANY OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SIMILAR DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ANY LOST PROFITS OR LOST DATA EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING UNDER CONTRACT, TORT OR ANY OTHER CAUSE OF ACTION. SUCH LIMITATION SHALL NOT APPLY TO CONFIDENTIALITY OBLIGATIONS BELOW.

4.4 Cap on Damages. EXCEPT FOR A BREACH OF SECTIONS 2 or 6.1, OR CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.5, NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ACTUAL DIRECT DAMAGES FOR ANY CLAIM OR CLAIMS RELATING TO THIS AGREEMENT (INCLUDING UNDER ANY THEORY OF CONTRACT, TORT OR OTHERWISE) WILL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE EITHER PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF A CLAIM FOR LIABILITY HEREUNDER. THE FOREGOING LIMITATION IS CUMULATIVE, AND THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THE FOREGOING LIMITATION.

THIS DAMAGES LIMITATION WILL NOT BE AFFECTED BY ANY FAILURE OF THE SOLE AND EXCLUSIVE REMEDIES HEREUNDER.

5. TERM AND TERMINATION.

5.1 Term. The initial term of this Software License shall begin on the Effective Date and continue for the selected duration (12, 24, or 36 months) from the Effective Date (the "Initial Term"). The Initial Term and any renewal term(s) are collectively referred to herein as the "Term". Upon expiration of the Initial Term, the Agreement shall automatically be extended by an additional one year period (each, a "Renewal Term") unless terminated by either Party on no less than sixty (60) days prior written notice to the other party. Unless otherwise described in the License Fee Schedule or SOW, upon each Renewal Term, AutoGrid may increase the fees by the lesser of (i) the increase in the Consumer Price Index for the immediately prior twelve (12) month period or (ii) three percent (3%).

5.2 Termination. In the event of a Party's breach of a material provision hereof and failure to cure such breach within 15 days of notice in writing thereof, the other Party may terminate this Agreement immediately upon written notice. If either Party (a) becomes insolvent, (b) files a petition in bankruptcy or has such a petition filed against it under the US Bankruptcy Code, (c) has a receiver appointed with respect to all or substantially all of its assets, (d) makes an assignment for the benefit of creditors, or (e) ceases to do business in the ordinary course, the other Party may terminate this Agreement immediately upon written notice.

5.3 Effect. Upon the effective expiration or termination date hereof, the usage rights and license grants set forth in Sections 1 and 2 shall automatically terminate and be revoked with no further action by AutoGrid. The rights and obligations of the Parties under Sections 2.2, 3, 4, 5.3, 6.1, 6.2, 6.4 and 6.5, as well as and any unsatisfied payment obligations shall survive and continue after any expiration or termination of this Agreement.

6. GENERAL.

6.1 Confidentiality. Each Party acknowledges that it will receive Confidential Information of the other Party pursuant to this Agreement and agrees that it shall exercise at least that level of care that it takes with its own Confidential Information of a similar nature to, but in no case less than reasonable care. The Party receiving confidential information (the "Receiving Party") shall not make any use of Confidential Information of the Party disclosing the Confidential Information (the "Disclosing Party") except as permitted in this Agreement and as necessary to exercise its rights or obligations hereunder. The Receiving Party shall not disclose the Confidential Information to any third parties except to its affiliates, directors, officers, employees, attorneys, auditors, insurers and agents ("Representatives") with a need to know. Each Representative shall have agreed in writing to comply with the confidentiality obligations hereunder or substantially similar thereto. In addition, a Party may disclose Confidential Information if, in the written opinion of counsel, such disclosure is required by an applicable law, rule, regulation or order of a duly empowered government agency or a court of competent jurisdiction, provided that such disclosure may only be made after notice and a reasonable opportunity to intervene is given to the Disclosing Party. The Receiving Party shall notify the Disclosing Party upon learning that Confidential Information of the Disclosing Party has been disclosed or used in violation of this Agreement. If a subpoena or other legal process in any way concerning Confidential Information disclosed in connection with this Agreement is served upon the Receiving Party, such Party shall immediately notify the Disclosing Party and shall cooperate at the Disclosing Party's expense in any reasonable and lawful effort to defend and/or contest the validity of such subpoena or other legal process. "Confidential Information" shall mean confidential information of either Party, which information is identified as confidential by the Disclosing Party prior to disclosure to the Receiving Party or which reasonably should be known by the Receiving Party to be confidential. It is expressly agreed that a material breach of this Section by a Party or Representatives may cause irreparable harm to the other Party and that a remedy at law would be inadequate. In addition to any and all remedies available at law, the non-breaching Party will be entitled to an injunction or other equitable remedies. The foregoing shall not apply if such information: (a) is made available to the public without restrictions through no act or fault of the Receiving Party, (b) subsequently is rightfully received by a Party from a third party without restriction and not in breach of any duty of confidentiality or non-use, (c) is independently developed by a Party without reference to the Confidential Information, or (d) is or shall be rightfully in the possession of a Party prior to

receipt free of restriction. The terms of this Agreement shall be Confidential Information and neither Party shall disclose to any third party (other than its Representatives), without prior written consent, the terms of this Agreement, except as required by law or governmental regulations, as may be necessary to establish rights hereunder, or to a lending institution of a Party, prospective investors, or to a prospective purchaser of all or substantially all of the assets of a Party, in each case under a similar obligation of confidentiality.

6.2 Relationship. The relationship of the Parties is that of independent contractors and nothing herein will be construed to imply a franchise, joint venture, principal or agent relationship, and neither Party will have the rights, power or authority to create any obligation, express or implied, on behalf of the other.

6.3 Publicity and Joint Press Release. Customer and AutoGrid may, on mutual consent of each Party's marketing department (which shall not be unreasonably withheld or delayed), issue joint press releases from time to time announcing the subject matter of this Agreement and the benefits to the Parties and their customers. AutoGrid may use Customer's name in sales activities, advertising and promotional materials.

6.4 Enforceability; and Disputes. If any provision of this Agreement is found to be invalid, illegal or unenforceable, such provision shall be limited to the extent possible and necessary so as to be enforceable consistent with the Parties' intent. The validity, legality or enforceability of the remaining terms and provisions will not in any way be affected or impaired thereby. Failure by either Party to enforce any of its rights under this Agreement will not constitute a waiver of any right under this Agreement. The Parties shall attempt to resolve disputes hereunder between the appropriate officers of each Party for a reasonable period of time before seeking judicial relief, excluding injunctive relief or other equitable remedies deemed reasonably necessary by the affected Party. This Agreement will be governed by the substantive laws of the State of California, United States of America, exclusive of its conflicts of laws rules. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California, or in a state court in San Francisco, California, and each Party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The Parties expressly agree that the UN Convention on Contracts for the International Sale of Goods is excluded from application to this Agreement. In any suit or proceeding relating hereto, the prevailing Party will have the right to recover from the other its costs and expenses including without limitation reasonable attorneys' fees.

6.5 Compliance with Law and Indemnity. Customer hereby represents and warrants that Customer shall comply with all regulatory, statutory and treaty requirements in connection with use of the AutoGrid Platform, the AutoGrid Solutions or any component thereof and in the provision of the End User Service, including without limitation compliance with all laws, regulations and requirements relating to the access and use of non-public information of a consumer or personally identifiable information of an individual. Customer shall indemnify, defend and hold AutoGrid harmless from any claims, demands, actions, losses, liabilities, damages and expenses (including attorneys' fees and court costs) made, assessed, incurred or awarded against AutoGrid by any third party, including an End User, arising out of or in connection with Customer's breach of this Agreement or any other acts or omissions of Customer or an End User arising from or relating to this Agreement, including but not limited to those relating to: (a) data available through the AutoGrid Platform; and (b) Customer's breach of its privacy policy with respect to the AutoGrid Platform.

6.6 Assignment. Neither Party may, without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), assign this Agreement or any of its rights or obligations hereunder; provided, however, AutoGrid may, without consent, make an assignment to its affiliates or to a successor to substantially all of the business of AutoGrid to which this Agreement relates, whether in a merger, stock sale, asset sale or other transaction. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6.7 Nonsolicitation. Each Party agrees that during the term of this Agreement and for a period of one (1) year thereafter (the "Restriction Period") for itself or on behalf of another, neither Party nor any of its officers, directors, owners, employees, or agents will, without the consent of the other Party (which consent may not

be unreasonably withheld) solicit any employee of the other Party to become an employee or independent contractor of any other person or entity, suggest to an employee of the other Party that the employee should reduce or terminate the employee's relationship with the other Party, or hire as an employee or engage as an independent contractor any person who was an employee of the other Party at any time during the Restriction Period; provided that the restrictions in this section shall not apply to any employee who solicits either Party for employment directly on such employee's own initiative or any employee who responds to a general solicitation of employees not specific or targeted to employees of the other Party. Each Party acknowledges and agrees that each restriction contained in this section (each, a "Restriction") is reasonable in scope and time and that the Restrictions afford a fair protection to the interests of the other Party.

Exhibit A: Scope of Work

1 Background

This Scope of Work sets forth the efforts and deliverables required to implement AutoGrid's Demand Response (DR) program utilizing the AutoGrid Flex platform.

The following thermostats are supported by AutoGrid:

- Nest
- ecobee
- Resideo (formerly Honeywell)

In addition to implementing AutoGrid's DR system utilizing the AutoGrid Flex platform, Customer has the option to include the following capabilities in a revised SOW:

- Bulk upload of existing DR participants that are using Nest, ecobee, or Resideo thermostats
- Recruitment of additional residential participants

The following table provides the functionalities that are included with AutoGrid's offering:

<i>AutoGrid Flex Features</i>	
	<i>Program & Constraint Management</i>
	Program Enrollment for Account, Site, Service Point, Meter, Thermostat
	Support for program eligibility rules by account type, rate class or device model to enable associating particular programs with account types
	Support for constraints at the program, event or participant level - event duration, applicable dates (availability of program by date range, days of week, definition of holidays, etc.), time of day, price levels, maximum number of events and event hours per period, allowable number of opt-outs, etc.
	Support for DR or capacity event templates containing default times, notification options, event reasons and reduction strategies
	Support for notification templates for email and text
	<i>Event Notification</i>
	Configurable templates for Email, SMS, Voice mail
	Support for different notification types including pre-event, event reminder, event end, event cancelled, event rescheduled, enrollment confirmed
	Notifications for opt-out confirmed and opt-out invalid. In-device opt-out if supported by OEM
	<i>Operator Dashboard & Dispatch</i>
	Single operator dashboard for dispatch
	Configurable event templates with ability to add, delete, and reschedule events
	Dispatching multiple events simultaneously to different thermostats within a program / group
	<i>Time-zone support</i>
	Single time zone
	<i>Measurement & Verification</i>
	Baseline methodology: X of Y with morning of adjustment
	Morning of adjustment floor and cap, history-based cap, and trailing day limits included
	<i>Reporting</i>
	Post-event M&V reports: end-of-season
	Program-level event report
	Individual customer-reports

	Support
	10 Hours of technical support included annually with license
	Branding
	Logo added to Operator UI
AutoGrid Engage (Customer Portal) Features	
	Branding
	Utility Logo
	Vanity URL+ trusted public SSL certificate
	AutoGrid formatted and templated program Ts and Cs/FAQs.
	Customer Enrollment and Unenrollment
	Landing page
	Eligibility verification during new customer enrollment
	Capability for utility program manager to use easy CSV uploads to manage customer move-in/move outs.
	Event Alerts, Energy Tips, Notifications
	Event alerts displayed on Engage homepage
	Post-event Results & Reporting
	End-of-season reports for assets engaged in grid service or market event - baseline, actual, load shed
	Energy Usage Information
	Energy usage data (kWh) by day/month/year including interval data export through the Flex UI
Professional Services	Deployment in a single tenant in a multi-tenant cloud environment in the US
	One-time configuration including program, thermostats, constraints setup
	Onboarding of customer information and data
	Configuration of interval data ingestion in AutoGrid prescribed format over SFTP
	Light editing of text for Ts and Cs/FAQs
	Functional testing
	One-time user training

1.1 High-Level Program Description

AutoGrid's Flex Platform will be used to perform the following tasks by Customer for its DR program:

- Program enrollment for Account, Site, Service Point, Meter, Thermostat
- Program eligibility rules by account type, rate class or device model
- Associate particular programs with account types
- Flexibility to set constraints at the program, event or participant level
- Defaults for times, notification options, event reasons and reduction strategies

1.1.1 Customer's Participant Enrollment

This section is applicable if Customer has an existing Nest, ecobee, or Resideo thermostat DR program to be transferred to the AutoGrid Flex platform.

1.1.1.1 Google Nest Rush Hour Rewards (RHR)

Please note that Google is mandating that all users accept Google's new Terms and Conditions. Participants that do not accept Google's new Terms and Conditions will not be enrolled by Google.

Upon execution of this SOW, Google and AutoGrid will jointly perform the following tasks to enroll participants' Nest thermostats:

- a. Google will push smartphone in-app notifications to existing RHR enrollees notifying them of Google's new Terms and Conditions. The notice will provide a link to Utility's Terms and Conditions. The link to the Utility's Terms and Conditions should be provided by Utility to AutoGrid immediately after execution of this SOW.
- b. Google will send similar message in an email to existing RHR enrollees shortly after the in-app notification.
- c. Utility will be able to follow up with their own email, which must be reviewed and approved by Google. AutoGrid will assist in the approval process.
- d. AutoGrid will gain access to Google's Nest Portal and download RHR subscribers' information and generate an "Enrolled File" which will then be transferred to the Utility via a secure method.
- e. Utility will match the "Enrolled File" device data information with Utility's own database of homeowners and generate CSV file(s) for upload to AutoGrid Flex. The format of the CSV file has been provided by AutoGrid.
- f. The CSV file will need to include the following information: Account ID, Service Point ID, Device ID, Device metadata, Smart Meter ID and Resource Subscription data at a minimum.
- g. The upload of the CSV file to AutoGrid Flex will be via Flex's user interface and performed by the utility.

AutoGrid will assist in steps (e) and (g) one time for the initial upload of data. Subsequent efforts will be performed by the Utility, as stated in Section 2.2.1.

1.1.1.2 ecobee

Upon execution of this SOW, ecobee and AutoGrid will perform the following tasks to enroll participants' ecobee thermostats:

- a. ecobee will push smartphone in-app notifications to all ecobee thermostats in the Utility's territory based on the zip codes. AutoGrid will provide the list of zip codes to ecobee, assuming such locational data has been uploaded to the Flex application. The notification will let homeowner know that there is a demand response program offered by their utility. In zip codes where more than one utility services the community, homeowner will be presented with a list of utilities to choose from.
- b. Homeowners who are interested and select the participating Utility will be presented with the details of the offer. AutoGrid will provide the offer details to ecobee, with input from Utility.
- c. Participants will receive an email from ecobee where they can enter their utility Account ID.
- d. Utility will download the list of homeowners that have completed enrollment, the "Enrolled File", from ecobee's demand response web site, called the Zeus Web App.
- e. Utility will match the "Enrolled File" device data information with Utility's own database of homeowners and generate CSV file(s) for upload to AutoGrid Flex. The format of the CSV file will be provided by AutoGrid.
- f. The CSV file will need to include the following information: Account ID, Service Point ID, Device ID, Device metadata, Smart Meter ID and Resource Subscription data at a minimum.
- g. The upload of the CSV file to AutoGrid Flex will be via Flex's user interface and performed by the utility.

AutoGrid will assist in steps (d), (e), and (g) one time for the initial upload of data. Subsequent efforts will be performed by the Utility, as stated in Section 2.2.1.

1.1.1.3 Resideo (formerly Honeywell)

Upon execution of this SOW, Resideo and AutoGrid will perform the following tasks to enroll participants' Resideo thermostats:

- a. AutoGrid will setup AutoGrid Engage customer portal where Customer homeowners will visit to register using an email, address, and utility account number.
- b. AutoGrid will validate the information using the participant data provided by Customer and previously ingested into Flex
- c. Homeowners with a Resideo thermostat are directed to a Resideo web page for enrollment and validation
- d. Homeowners who accept Resideo's Terms and Conditions are enrolled.

AutoGrid's Flex™ platform will handle all utility-side dispatch and notifications for the residential DR thermostat events. AutoGrid will support notifications of upcoming events, including event notifications and reminders, cancellations, opt-outs, and many other messages, can be easily configured through the Flex™ platform to allow utilities to communicate with its customers via emails, SMS, or voice calls. In addition, Google and ecobee will notify their users of an impending DR event via the thermostat.

2 AutoGrid Flex Platform Configuration

AutoGrid will deploy a custom-branded, cloud-based, program operator portal on a multi-tenant to allow Customer to enroll participants, manage programs, dispatch events (including notifications via email, SMS, and voice call), and quantify event performance on a single system - the AutoGrid Flex platform. This will include the Engage application, a fully integrated end customer portal.

2.1 Tenant Creation

AutoGrid will commission one tenant on a multi-tenant for Customer's use. Tenant creation includes the following one-time setup activities:

- Apply Customer's logo to the AUTOGRID FLEX application
- Configure AutoGrid FLEX system settings available in the Administrator configuration portal, including holidays and custom attributes.
- Add Customer-specified list of users to AUTOGRID FLEX with the specified permissions
- AutoGrid will supply the AUTOGRID FLEX URL
- AutoGrid will create baselines using AutoGrid's standard High X of Y methodology; however, finalized measurement and verification results will be available as specified in Section 2.6.
 - User will have the ability to configure limited baseline recalculations over a defined lookback period (e.g. 30 days)
- AutoGrid will tabulate load shed results on a user-defined schedule; however, finalized measurement and verification results will be available only as specified in Section 2.6
 - User will have the ability to configure limited load shed recalculations over a defined lookback period (e.g. 30 days)

2.2 Populate the Flex Platform with data

2.2.1 Resources

AutoGrid will perform a one-time, initial upload of resources to the Flex Platform. Resources include Participant Accounts, Contacts, Service Points and Devices. AutoGrid will also upload associated contract metadata such as Contracts and Subscriptions. Customer Information System data must always be submitted in the AutoGrid standard CSV format (to be provided).

Any subsequent or on-going updates will be the responsibility of Customer, including any meter exchanges that need to be reflected in Flex. As such, AutoGrid recommends using a fixed meter point ID that is impervious to meter exchanges, such that meter exchanges are irrelevant to system function and the identifier could stay consistent in the event of hardware changes.

2.2.2 Meter Data

AutoGrid will perform an initial, one-time upload of meter data.

Subsequent meter data will be uploaded to the AutoGrid Flex platform by Customer on an on-going basis via AutoGrid-hosted SFTP. Meter data must always be submitted in the AutoGrid standard CSV format (to be provided).

2.3 Event Management

Events will be triggered manually through the AUTOGRID FLEX interface by Customer. Decisions to trigger an event will be at the sole discretion of Customer.

Notifications are not required for event dispatch; however, email, SMS message, and voice call notifications are available through the AutoGrid Flex Platform. Notifications will be dispatched at the following rates:

- 2500 voice calls in 10 minutes
- 500 SMS messages in 10 minutes
- 5000 emails in 10 minutes

The dispatch rates for phone notifications assume one long code phone number. Customer will provide one local-area, long code phone number to deliver SMS messages and voice calls. Customer must provide regulatory documents to support acquisition of the phone number. AutoGrid supports English language notifications across all three types of notifications.

2.4 Program Configuration

To support the programs outlined in Section 1, the Smart Thermostat programs will be configured in AUTOGRID FLEX. All programs are operated in the Customer's single, designated time zone.

Program(s) Name	Eligible Days	Number of Customers	Required Lead time	Opt Outs	Operational Season
Smart Thermostat	All	Equal to the number of Paid Per Device Fees	From 1 Day to Day of Event	Yes, if supported by the thermostats	Limited only by the OEM Tstat Provider

Program configuration includes the following one-time setup (all dependent on Customer supplying required input in a timely manner):

- Configuration of Program's Generic Options in AUTOGRID FLEX – Program Name, Default Event Times
- Configuration of Program's Subscription Rules in AUTOGRID FLEX – Compatible programs, eligible device models, contract levels, eligible account types and eligible rate classes
- Configuration of Program Constraints in AUTOGRID FLEX – General program constraints, event constraints and periodic constraints that exist in AUTOGRID FLEX will be configured
- Configuration of up to 3 Event Templates in AUTOGRID FLEX
 - Customer can configure additional templates, as necessary.
- Configuration of Measurement and Verification using AutoGrid's standard High X of Y methodology available in the AutoGrid Flex platform
- Configuration of the Customer Employee's user notifications
- Configuration of groups for dispatch, if applicable
- Holidays are configured at the tenant-level; thus, all programs utilize the same holidays for eligible day and measurement and verification purposes.

Customer data and meter data will not be uploaded as part of each program's configuration, rather data will be populated once as part of the Flex platform setup. Connectors for direct load control programs will be configured separately.

2.5 Dashboard Configuration

AutoGrid will initialize and configure the DRMS Dashboard after all programs are initialized in Flex. Any subsequent changes to the Dashboard will be considered out of scope.

2.6 Event Reporting

Flex offers the following reports available through the User Interface to quantify program performance. Any exportable data not available via the user interface will not be provided on an on-going basis.

- An event performance report that shows the measurement and verification results for all events in the season.
 - Subject to complete meter data
 - Final reports available within 30 days of the end of the operational season
- A notification report that shows the status of notification delivery.
 - Available after event completion
- An enrollment report that shows enrollment data for a specified period.

2.7 Customer Enrollment & Engagement Portal

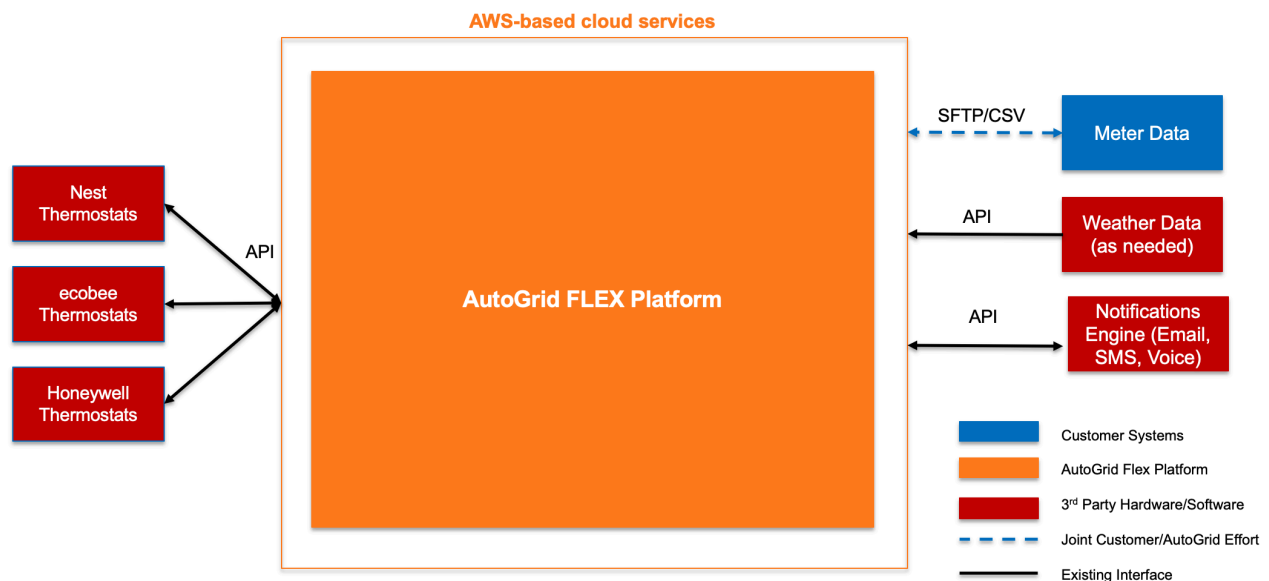
AutoGrid will initialize and perform a one-time configuration of AutoGrid Engage, the custom-branded end-customer enrollment and engagement portal. AutoGrid Engage has standard, built-in templates for enrollment and engagement that will be customized and configured. The configuration will include the following:

- Configure Customer-supplied URL for publicly available enrollment and engagement portal
- Configuration of logo
- Standard AutoGrid terms and conditions and FAQ (to be provided)
- Configuration of Dashboard for viewing results
- Configuration of the Energy Usage tab to display a graphical representation of meter data (Optional)
 - *The representation of Usage Cost is not in scope*
- Configuration of the Past Events Tab to view historical event performance

3 System Details

AutoGrid will deploy the AUTOGRID FLEX application in a cloud hosted multi-tenant environment. Customer will receive access to only the Production environment. AutoGrid will maintain an Acceptance environment for internal testing and validation.

3.1 System Diagram



3.2 Integrations

The AutoGrid Flex platform ingests Customer's .csv files to sync customer data and meter data. The AutoGrid Flex platform also interfaces with original equipment manufacturers to allow the platform to control the associated device during an event. Each point of data exchange between the Flex platform and Customer .csv and program devices is described below. Direct system integration between AutoGrid system and End User Systems are out of scope.

3.2.1 Customer's Participant Data

AutoGrid will perform an initial, one-time upload of Customer participant data, as described in Section 2.2.1. Any subsequent or on-going updates will be the responsibility of Customer.

Customer data must always be submitted in the AutoGrid standard CSV format (to be provided).

3.2.2 Meter Data Integration

AutoGrid will perform an initial, one-time upload of meter data, as described in Section 2.2.2.

Meter data will be ingested into the AutoGrid Flex platform on an on-going basis via AutoGrid-hosted SFTP. AutoGrid will configure access for up to three Customer users, assuming Customer supplies required identification in a timely manner. Meter data must always be submitted in the AutoGrid standard CSV format (to be provided) in Coordinated Universal Time (UTC).

3.3 Environment & Security

AutoGrid will create a tenant for Customer on a multi-tenant environment hosted on AWS on a US environment. Customer will only have access to a single tenant on a production environment. As a standard component of a multi-tenant environment deployment, the following cyber security measures will be implemented at no additional cost:

- Brute Force Attack Protection - After three unsuccessful login attempts the account will be locked.
- Session hijacking protection - The session is locked after 30 minutes of inactivity.
- Role based access control - Application-level role-based access for different user levels and roles.
- Audit Logs - Application stores audit logs, such as failed login attempts and user events.
- Fail-Safe Response - In case of loss of connectivity, the system responds with fail-safe mechanism by assuming safe procedures. For example, in case of loss of connectivity for dispatch event channel, the system restores pre-dispatch state and waits for connectivity to restore. Once the connection is restored the dispatch process will only begin after reauthorization and reinitiating of the process and not automatically. Thus, the system follows the fail-safe mechanism in case of dispatch-channel failure.
- Encryption at Rest - All Sensitive data at rest is encrypted
- Encryption in Motion - All communication channels are encrypted
- Device Identification and Authentication
- Secure Software Development Lifecycle
- The Open Web Application Security Project Top 10 Protection
- Web Penetration Testing

AutoGrid is SOC 2 Compliant and implements a defense-in-depth security strategy for boundary defense and monitoring using multiple layers of security controls such as VPC, ELB, ALB, WAF, endpoint detection, and response technologies. All connectivity is established using site-to-site VPN and is mutually authenticated. The system uses end-to-end IPSEC tunnels for data ingestion and data dispatch confidentiality and integrity. AutoGrid's cloud deployments have the following standard features:

- Intrusion Detection System
- Antivirus and Endpoint Detection and Response
- Security Incident and Event Monitoring
- Site 2 Site VPN - Available using pre-shared key or certificates.
- Network Security Controls - Network Security Controls are built-in, such as DMZ and VPC, or Segregation with Subnets

AutoGrid's Privacy Policy is available at <https://www.auto-grid.com/privacy-policy/>.

4 User Profiles

The following users will be accessing the Flex system:

1. System Administrators
2. Program Managers
3. System Operators
4. Read-Only Users

5 Tasks & Timeline

A project schedule with tasks and timeline will be reviewed and updated with the Customer as part of the launch activities for the project. Project Management deliverables will consist of the following:

- Project plan
- Periodic status reports
- Training material
- User guide
- AutoGrid Customer Support portal access
- Project closeout package

6 Training and Support

One four-hour training session open to up to 20 attendees is included in the Scope of Work (provided online, remotely by AutoGrid). Additionally, a single, one-hour annual refresher course will be offered to the Customer prior to the start of the summer operational season. AutoGrid Flex documentation is available on AutoGrid's Customer Support Portal. AutoGrid's Customer Support practices and procedures are outlined in the Service Level Objectives.

7 Assumptions

- Project schedules, tasks, costs and deliverables are based on Customer and AutoGrid's mutual understanding of the Program scope and objectives.
- AutoGrid's project management, implementation, and testing processes will be utilized to support the execution of the project.
- AutoGrid's Professional Services will be limited to the scope of AutoGrid's platform configuration, including project management, for the duration of the implementation.
- Customer will supply any requested copy or materials to AutoGrid within one week of AutoGrid making the request in writing. Delays beyond one week will be considered untimely delays to the project and could potentially result in additional, billable professional services fees from AutoGrid.
- AutoGrid's Professional Services are projected to support project implementation at 100% off site.

- Customer understands AutoGrid's FLEX operating requirements and will provide IT environment consistent therewith.
- AutoGrid requires all data to be provided in our standard format.
- AutoGrid will complete a one-time initial customer upload of customer metadata and meter data; on-going uploads and synchronizations are expected to be managed by the customer.
- AutoGrid Professional Services & Customer Support teams will act as a super-administrator with full privileges to the Flex application suite. AutoGrid will only use these privileges for the purposes of configuring the system, creating user accounts for Customer and managing extraordinary issues. AutoGrid will not be responsible for the day to day operation of the Flex application suite.
- AutoGrid will transition the Customer to our support team as part of the Go-Live process.
- Customer will assign a Project Manager or Lead to support the coordination of resources and execution of project activities.
- Customer acknowledges AutoGrid's current security are capabilities compliant for the identified Scope and/or Use Case(s).

The AutoGrid team will work with the Customer team to guide them through the implementation process outlined in the project schedule.

AutoGrid - Project Team Roles:

Role	Responsibility	Team Member Name
Executive Sponsor	Project oversight, key decision maker, escalation management, and clearing barriers to the team's success.	TBD
Project Manager	Manage project delivery, troubleshoot issues, escalate issues.	TBD
Solution Architect	As needed technical design support	TBD

Customer Team Roles:

Role	Responsibility
Project Sponsor	Project oversight, final decision maker, escalation management, and clearing barriers to the team's success.
Project Manager	Work with AutoGrid to manage project delivery, troubleshoot issues, escalate issues.
Business Lead	The Business lead provides business guidance on the development and execution of Demand Response programs and takes responsibility for the on-going administration of the programs.
IT Contact	Contact person within IT assigned to coordinate support from IT. This may also be handled by the Customer Project Manager.