

## **Cool Smart Program**

### **Terms and Conditions**

**Rev. Date, January 8, 2025**

By ordering and receiving installation of the Cool Smart device, as defined herein, Customer (“You” or “Your”) agrees with the Omaha Public Power District (“OPPD”, “We”, “Our”, or “Us”), to the following terms and conditions:

1. We or our contractors are authorized to enter your property to install a Cool Smart device and connect it to your central air conditioning unit(s) or heat pump(s). The device remains the property of OPPD. You agree not to handle, adjust or disconnect the Cool Smart device or to connect any other device to your central air conditioning unit(s) and/or heat pump(s) which generate any Marketing Services (as defined herein).
2. You will receive from OPPD a one-time \$30 credit per device on your electric service bill upon installation of the device(s) and another one-time \$20 credit per device on your electric service bill for being on Cool Smart prior to September 1st. For each subsequent year after the initial year that you are on the Cool Smart Program, you will receive the \$20 credit on your September bill per device.
3. This Agreement will go into effect on the date of installation of the Cool Smart device and will continue for a minimum term of 24 months from the date of installation. If you cancel this Agreement within the initial 24-month period, you agree to pay back the \$30 installation credit received from OPPD. The Agreement shall continue from year to year until either you or OPPD cancels the Agreement by written notice.
4. Under Cool Smart, during the months of June through September, OPPD will have the right to manage your air conditioner(s) or heat pump(s) using the Cool Smart device by cycling it off for approximately 15 minutes at a time, up to 12 days per year, between 3:00 p.m. and 7:00 p.m. Central Time, Monday through Friday. Cool Smart does not occur on holidays. In an electric system emergency, OPPD reserves the right to manage your AC unit(s) for longer than the times specified above. You will be able to direct OPPD not to manage your AC unit(s) up to five specific days that you select each summer by calling OPPD at 402-536-4131 or 1-877-536-4131 outside the metro.
5. During the term of this Agreement, OPPD will receive all market services arising from or related to the operation of the Cool Smart device installed at your property including but not limited to energy, capacity, spinning reserves, supplemental/non-spinning reserves, frequency, voltage or inertial regulation, and other ancillary services (“Market Services”)
6. Cancellation of this Agreement must be in writing to be effective. Your notice of cancellation must be sent to OPPD Cool Smart, 444 S.16th Street Mall, Customer Care (E/AR/EP ACC), Omaha, NE 68102. Cancellation of the Agreement by either you or OPPD shall be without prejudice to the rights or remedies of either party under the Agreement. Upon cancellation, OPPD will

remove the Cool Smart device from your residence, and you authorize us to enter your property for that purpose.

7. 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 Cool Smart device 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 receives 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 Cool Smart device ("Third Party Proposal"), then You shall promptly 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.
8. We have the right to inspect the device at reasonable times, and you shall make your premises available to us or our contractors for such inspection.
9. We shall have continuous access to the device at reasonable times. Although we have general responsibility for maintaining and servicing the device, you will be liable to us for any damage to the device caused by your handling, misuse, removal or attempted removal, or any other tampering with the Cool Smart device.
10. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL NOT HAVE ANY CLAIM OF ANY KIND AGAINST OPPD FOR ANY LOSS OR DAMAGE TO YOUR AC UNIT OR OTHER PROPERTY OR INJURY TO ANY PERSON ALLEGED TO ARISE FROM OR BE CAUSED BY THE COOL SMART DEVICE. IN NO EVENT SHALL OPPD BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE OF PROPERTY. YOU ACKNOWLEDGE THAT OPPD IS NOT PROVIDING ANY EXPRESS WARRANTY OF ANY KIND RELATING TO THE COOL SMART DEVICE, AND THAT OPPD DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY AS TO THE DEVICE.
11. If you violate any provision of the Agreement, we may cancel the Agreement immediately, and you will be liable to us for all expenses associated with enforcing the Agreement or in gaining access to the Cool Smart device.
12. The Agreement shall be governed by the law of the State of Nebraska.