

Last updated: February 20, 2026

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SYSTEM.

BY ACCESSING AND USING THE SYSTEM OR SERVICES IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SYSTEM OR THE SERVICES AND EXIT NOW.

1. AGREEMENT TO TERMS

These Terms of Use (the “Terms”) form a legally binding contract between you (which we refer to in these Terms, together with other users, as “you,” “your,” “User,” or “Users”) and EnergyHub Inc. (which we refer to in these Terms, together with our subsidiaries and affiliates, as “EnergyHub,” or “we,” “us,” or “our”). EnergyHub, its suppliers, licensors, utility customers, thermostat, connected device or other strategic partners make the System (defined below) available to you subject to these Terms, which may be updated by EnergyHub from time to time without notice to you. You can review the most current version of the Terms at any time at <http://www.energyhub.com/terms/> or <https://connectedsavings.com/eula/>. These Terms govern your use of the System. To the extent the System is provided to you by or on behalf of one of our suppliers, licensors, utility customers, thermostat, connected device or other strategic partners, they are third party beneficiaries to these Terms.

2. THE ENERGYHUB SYSTEM

We provide utilities with award-winning, consumer-facing, demand energy-management response products and related services. These products and services empower people to be energy efficient and change the way people think about their energy usage. These Terms provide the terms applicable to your use of our web-based services (the “**Services**”), whether you are accessing the Services via one of our websites at <http://www.energyhub.com>, <https://connect.connectedsavings.com/>, or other websites operated by EnergyHub (the “**Website**”); the Website or any other content provided through the System (the “**Content**”); devices connected to the Services, including, without limitation, connected devices, electric vehicles, electric vehicle chargers, solar inverters, solar panels, batteries, water heaters, heat pumps, window air conditioners, pool pumps, and connected thermostats (the “**Devices**”); mobile applications operated by EnergyHub for itself or on behalf of utilities or thermostat providers (the “**Mobile Apps**”) and the

Mercury platform, which interconnect the Website, the Mobile Apps, and the Devices; or through any other medium or device now known or hereafter developed. In these Terms, for convenience we refer to the combination of products and services we provide, including the Services, the Website, the Content, the Devices, the Mobile Apps, and the EnergyHub Platform (formerly the Mercury Platform), the LoadFlex Platform, and the Connected Savings Platform (collectively, the "Platforms") as, collectively, the "**System.**"

You understand and agree that the System may include certain communications from EnergyHub and our suppliers, licensors, utility customers, thermostat, connected device or other strategic partners, such as service announcements and administrative messages, and that you will not be able to opt out of receiving these communications. If provided by your energy service provider, you agree to allow EnergyHub access to your billing and usage information from the energy service providers for the sole purpose of providing System services as defined herein.

Unless explicitly stated otherwise, any new features or content that augment or enhance the current System, including the release of new EnergyHub products, services, and websites, shall be subject to these Terms. Devices may automatically download and install software, firmware, and other updates. By registering and connecting a Device, you agree to receive such updates without further notice.

You do not have to register to use the Website or the Devices, but you must register to use the broader functionality of the System, including the web- and mobile-enabled functionality. To register, you must provide EnergyHub with the information specified in the registration form ("**Registration Data**"). By registering, and in consideration for your use of the System, you represent and warrant that: (i) the Registration Data that you provide about yourself is true, accurate, current, and complete; (ii) you are at least 18 years of age; and (iii) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if EnergyHub has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the System.

Your use of the System must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. By using the System, you represent and warrant that you have the right to provide the information you provide to us, including the consent of third parties when required.

If you have any questions as to how these Terms apply to you, please email us at terms_of_service@energyhub.com.

3. OUR PROPRIETARY RIGHTS

EnergyHub owns and retains, solely and exclusively, all rights, title, and interest in the System and all software (including source code and object code), Content, and documentation that is available through the System or that is used to provide the System (collectively, the “EnergyHub Materials”). The System and the EnergyHub Materials are protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. The System, the EnergyHub Materials, and all intellectual property in the System and the EnergyHub Materials belong to and are the property of EnergyHub (or its licensors). Without limiting the preceding sentence, EnergyHub (or its licensors) owns and retains all copyrights in the Content, individual web pages, components of web pages, and collective works available through the System. Additionally, EnergyHub holds one or more issued or applied-for U.S. or foreign patents covering the System and its components and, without limiting any rights granted hereunder, owns and retains all rights in any component, material, or aspect of the System, including any improvements thereto, which are now or may hereafter be the subject of any issued or applied-for patent, whether in the U.S. or other jurisdiction.

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4. LIMITED USE LICENSE TO THE SYSTEM

EnergyHub grants you a personal, non-transferable and non-exclusive right and license to use the System and to view and download the Content solely for your internal/personal use or your employer's use in the event that you are an employee or other authorized user of a utility or Device provider, and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or access to the System or Content. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the System in a manner that sends more request messages to the EnergyHub servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to modify the System, or any part thereof, in any manner or form, nor to use modified versions of the System, Device, Content, or software, including (without limitation) for the purpose of obtaining unauthorized access to the System. You agree not to access the System by any means other than through the Website, the Mobile Apps, Devices or another interface that is provided by EnergyHub (or its suppliers, licensors, utility customers, thermostat, connected device or other strategic partners) expressly for the purpose of accessing the System.

You may not access our networks, computers, or the System in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment of the System. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected with the System.

No commercial use or redistribution of any Content is permitted. Any hyperlink or other re-display of the information on another web site must display the Content full-screen and not within a "frame" on the linked or other site.

5. LINKS TO OTHER MATERIALS

The Content and Services may link you to other web sites or information, software, data, or other material on or off the Internet, including linked click-through or other advertising, or through featured or sponsored sites. We have not necessarily reviewed the material that may be reached by such links and we are not responsible for such content. Your linking to

any other pages on other sites is at your own risk. The information, software, data, or other content (including opinions, claims, comments) contained in linked references are those of the companies responsible for such sites and should not be attributed to us. We have not attempted to verify the truth or accuracy of any such opinion, claim or comment, nor do we endorse or support them. We do not warrant, nor are we in any way responsible for, information, software, data, privacy policies, or other content that is outside of our control.

EnergyHub has the right, in its sole discretion, to disable or remove any link or to terminate any linking program at any time. However, the selection or omission of links is not intended to endorse any particular companies or products. We do not recommend or endorse any specific Content, Services, products, procedures, opinions, or other information that may be mentioned on or connected by hyperlink to the System. If you decide to access any of the third-party sites linked through the System, you do so entirely at your own risk.

Similarly, Content and Services may have been provided to us by third parties and are not vetted or certified by us or the System. While we believe you will find the Content and Services useful, we cannot guarantee that the Content and Services will help you achieve the results you desire.

6. USE OF YOUR INFORMATION; COMMUNICATIONS WITH YOU

We use information that you provide only as permitted by our [Privacy Policy](#), your sharing authorizations, and/or applicable law.

By accessing and using the Services, you acknowledge receipt of our [Privacy Policy](#).

You understand and agree that your registration for the System constitutes a purchase, inquiry or application under federal and state Do-Not-Call laws, and thus creates a business relationship between you and us. Furthermore, in accordance with the Canadian Anti-Spam Legislation and similar laws, by agreeing to these Terms, you are providing your explicit consent to receive commercial emails from EnergyHub and our strategic partners. From time to time, we may contact you by e-mail, SMS message, Mobile Apps, telephone or other methods to provide information about the System or to let you know about upcoming System features or promotions that might interest you. By virtue of our business relationship, neither the federal nor any state Do-Not-Call Registry precludes these communications. To the extent the contact information you provide to us includes one or more wireless devices, your provision of such information represents your permission to contact you by means of that device, and your acknowledgement and agreement that your wireless provider may charge you in connection with receipt of incoming SMS messages

and calls or data usage related to use of the System. Our means of contact may include the use of automated messaging equipment.

You may opt-out of the communications described in this paragraph during any time when we are actively communicating with you by changing your account settings by following the link or instructions for opting out contained within each such communication; however, if you opt out, certain features of the System enabled by such means of communication may not be available to you.

7. SYSTEM FEATURE ACKNOWLEDGEMENTS

Devices may automatically download and install software, firmware and other updates. By registering, you agree to receive such updates.

8. REQUIRED CONNECTIVITY

Some portions of the System require a data connection between certain devices or systems on your property and our servers. You must provide this connection at your sole expense and responsibility. EnergyHub is not responsible for the availability of this connection or liable for any consequences that may result from the unavailability or quality of such connection and reserves the right to change the access configuration of its System at any time and without prior notice to you.

Some portions of the System may require a connection to your electric, water, gas, or other utilities (between you and the utilities, the utilities and us, or both). We are not responsible for the availability of these connections or liable for any consequences that may result from the unavailability or quality of such connections. You agree to allow us access to your billing and usage information from the utilities for the purpose of our providing that information to you through the System.

9. RESTRICTIONS ON USE

You represent, warrant, and agree that you shall not use the System to:

1. upload, post, email, transmit or otherwise make available any Contribution that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or that may invade another's right of privacy or publicity;
2. harm minors in any way;

3. impersonate any person or entity, including, but not limited to, an EnergyHub employee or representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Contribution transmitted through the System;
5. upload, post, email, transmit or otherwise make available any Contribution that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Contribution that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise damage the property of another;
9. interfere with or disrupt the System, Services, or servers or networks connected to the System, or disobey any requirements, procedures, policies or regulations of networks connected to the System, including using any device, software or routine to bypass robot exclusion headers;
10. probe, scan, test the vulnerability of or breach the authentication measures of the System;
11. intentionally or unintentionally violate any applicable local, state, national or international law or any regulations having the force of law;
12. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
13. "stalk" or otherwise harass another;
14. delete any author attributions, legal notices, or proprietary designations or labels in any Contributions;
15. use the System's communication or other features in a manner that adversely affects the availability of its resources and functions to other Users;
16. delete or revise any Contribution made by another person or entity;

17. register or attempt to register, any party from use or access to the System or Services if you are not expressly authorized by such party to do so;
18. use any robot, spider, scraper, or other automated or manual means to access the System, or copy any Content or other information or data from the System; and/or
19. collect or store personal data about other Users in connection with the prohibited conduct and activities set forth in paragraphs above.

Any violation of these restrictions or any attempt to obtain unauthorized access or to exceed authorized access to the System shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws.

EnergyHub will cooperate with local, state, federal, international and/or worldwide government authorities to protect the System and Services, visitors, customers, members, EnergyHub, its parents, subsidiaries, affiliates and their respective members, directors, officers, employees, stockholders and agents and operational providers, to prevent unauthorized use of the System.

10. SECURITY

The System is designed to require Users to provide a username and password to access and use the System. Upon registering, you will receive a username and password. Certain other Content, features, or functionalities within the System may require additional access codes. Your username, password, and any other access codes assigned to you are, collectively, your “Credentials.”

You are solely responsible for (i) maintaining the strict confidentiality of your Credentials, (ii) not allowing another person to use your Credentials to access the System, and (iii) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify EnergyHub of any unauthorized use of your Credentials or any other breach of security, and to ensure that you sign out from your account at the end of each session. Neither EnergyHub nor its utility customers, Device providers or other strategic partners are and none of them shall be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

11. OPEN SOURCE SOFTWARE

Various components of the System may contain open source software, as described in the documentation provided therewith and/or at our [Open Source Software page](#).

12. CLAIMS OF INFRINGEMENT

EnergyHub respects the intellectual property of others. EnergyHub does not, however, independently confirm that all Contributions or Content made available through the System is provided by a valid rights holder. In the event that EnergyHub becomes aware that a Contribution or other Content published on or through the System has been provided by a person who is not a valid rights holder, EnergyHub may, in appropriate circumstances and at its discretion, disable and/or terminate the publication of such Contribution or Content.

13. CHILDREN

The System can be used only by persons over 18 years of age. The System is not designed or intended to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is under the age of 13.

14. TERMINATION

Your use of the System is subject to and expressly conditioned on your compliance with these Terms. If you fail to comply with the Terms or any other guidelines and rules published by EnergyHub or our strategic partners, your permission to use the System ends automatically. We may terminate and/or suspend your access to any portion of the System. Any such termination or suspension shall be in EnergyHub's sole discretion and may occur without prior notice, or any notice. This suspension or termination may delete information, files and other previously available Content.

EnergyHub further reserves the right to terminate or suspend any User's access to the System or to any portion of the System for any conduct that EnergyHub, in its sole discretion, believes is or may be directly or indirectly harmful to other Users, to EnergyHub or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. EnergyHub further reserves the right to terminate or suspend any User's access to the System, or to terminate the System and/or Services in their entirety, for any reason or for no reason at all, in EnergyHub's sole discretion, without prior notice, and with no liability to you.

EnergyHub may also suspend or terminate any User account for any of the System because of User inactivity. For example, an account may be terminated or suspended if a User fails to sign in to the System for an extended period of time. What is considered "User

inactivity” varies and shall be in EnergyHub’s sole discretion. If your account is suspended or terminated for inactivity, your right to use the Services immediately ceases.

Upon termination, you shall immediately destroy any Content in your possession, if any, and cease use of the System. Further, the terms, conditions and warranties contained in these Terms that by their sense and context are intended to survive the completion of the performance, cancellation or termination of these Terms shall so survive. In addition, the terms of Sections 3, 9, 10, 11 and 15 through 22 shall survive termination.

15. INDEMNIFICATION

To the fullest extent permitted by law, you agree to defend, indemnify and hold EnergyHub, its parents, subsidiaries, affiliates, suppliers, licensors, utility customers, thermostat, connected device and other strategic partners and their respective members, directors, officers, employees, stockholders and agents harmless against any losses, expenses, costs or damages (including EnergyHub’s, its affiliates’, its suppliers’, licensors’, utility customers’, thermostat, connected device and other strategic partners’ reasonable attorneys’ fees, expert fees’ and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of these Terms, and (2) your unauthorized or unlawful use of the System, Services, or Content, and (3) the unauthorized or unlawful use of the System by any other person using your Credentials, (4) any Contributions by you, and (5) any third-party actions related to or arising from your receipt or use of the System or any portion thereof, whether authorized or unauthorized under these Terms.

16. EXCLUSION OF WARRANTIES

THE SYSTEM AND SERVICES ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, ENERGYHUB AND ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE AND OTHER STRATEGIC PARTNERS DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SYSTEM AND/OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, ENERGYHUB AND ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY

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RECEIVED THROUGH ANY LINKS PROVIDED IN THE SYSTEM OR SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SYSTEM OR SERVICES OR THE ENERGYHUB NETWORK. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

UNDER NO CIRCUMSTANCES SHALL ENERGYHUB OR ITS LICENSORS, AFFILIATES, SUPPLIERS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE OR OTHER STRATEGIC PARTNERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING.

IF, NOTWITHSTANDING THESE LIMITATIONS OF LIABILITY, ENERGYHUB OR ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE OR OTHER STRATEGIC PARTNERS ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO YOU IN ANY WAY, IN NO EVENT SHALL THEIR COLLECTIVE LIABILITY EXCEED THE GREATER OF (A) THE FEES YOU HAVE PAID TO ENERGYHUB, ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE OR OTHER STRATEGIC PARTNERS (AS APPLICABLE) RELATING TO THE SYSTEM DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00). YOU AND ENERGYHUB, ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE AND OTHER STRATEGIC PARTNERS AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND ENERGYHUB, ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE AND OTHER STRATEGIC PARTNERS. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY,

ENERGYHUB, ITS AFFILIATES, SUPPLIERS, LICENSORS, UTILITY CUSTOMERS, THERMOSTAT, CONNECTED DEVICE AND OTHER STRATEGIC PARTNERS WOULD NOT PROVIDE THE SYSTEM OR SERVICES TO YOU.

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19. NOTICES

EnergyHub may deliver notice to you by means of electronic mail to the e-mail address on record in EnergyHub's account information, or by a general notice on the System, or by written communication delivered by first class U.S. mail to your address on record in EnergyHub's account information. You may give notice to EnergyHub at any time via electronic mail to legal@energyhub.com or by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

EnergyHub, Inc. 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217

Attn: Legal Department Electronic Mail: legal@energyhub.com

When you use the System or send e-mails to EnergyHub, you are communicating electronically. If you communicate with EnergyHub electronically, you consent to receive communications from EnergyHub electronically. We will communicate with you by e-mail or through the System. You agree that all agreements, notices, disclosures and other communications that EnergyHub provides to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by EnergyHub electronically are deemed to be given and received on the date transmitted.

20. CHANGES TO THESE TERMS

You agree that EnergyHub has the right to make changes to these Terms at any time without notice to you. You can review the most current version of the Terms at any time at <http://www.energyhub.com/terms/>. It is at all times your responsibility to read the most current version of these Terms before using the System. Your continued use of the System

constitutes your agreement to the changed Terms. You agree that these standards for notice of amendments to these Terms are reasonable.

21. GENERAL LEGAL TERMS

Assignment: EnergyHub may assign these Terms, in whole or in part, in its sole discretion. You may not assign your rights under these Terms without EnergyHub's prior written permission, which it may withhold in its sole discretion. Any attempt to assign your rights under these Terms without EnergyHub's permission shall be void. In addition to any applicable program terms that you may agree to, these Terms are the entire agreement between you and us relating to the System and replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this Agreement. If there is any conflict between this Agreement and a signed, written agreement between you and us related to the System, the signed, written agreement will control.

Entire Agreement: These Terms, any program-related terms accepted by you, the Privacy Policy, and other policies EnergyHub may post on the System constitute the entire agreement between EnergyHub and you in connection with your use of the System, Services, or Content, and supersedes any prior agreements between EnergyHub and you regarding use of Systems, Services, or Content, including prior versions of these Terms.

Third-Party Beneficiaries: Our licensors, utility customers, Device providers and/or other strategic partners may be third-party beneficiaries to these Terms pursuant to our agreements with them. To the extent our licensors and/or strategic partners are third-party beneficiaries to these Terms, the rights and protections provided to us hereunder inure to their benefit. There are no other third-party beneficiaries to this Agreement.

No Agency Relationship: Neither the Terms, the Privacy Policy, or any other policies EnergyHub may post on the System create any partnership, joint venture, employment, or other agency relationship between EnergyHub and you. You may not enter into any contract on our behalf or bind us in any way.

Force Majeure: Under no circumstances shall EnergyHub, its affiliates, suppliers, licensors, utility customers, thermostat, connected device or other strategic partners be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots,

insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Official Language: If we provide you with a translation of the English language version of this Agreement, the English language version of this Agreement will control if there is any conflict. Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

These Terms are governed by the laws of the State of New York, USA, excluding its choice-of-law provisions. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THESE TERMS SHALL BE THE COURTS OF COMPETENT JURISDICTION LOCATED IN NEW YORK, NEW YORK. YOU AND ENERGYHUB BOTH CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

Nothing in this Agreement limits either party's ability to seek equitable relief. Furthermore, you agree that any violation, or threatened violation, by you of these Terms will cause EnergyHub irreparable and unquantifiable harm and agree that monetary damages would be inadequate for such harm. As such, you consent to EnergyHub obtaining injunctive or equitable relief as EnergyHub deems necessary and appropriate. Such remedy is in addition to any other remedies available to EnergyHub at law or in equity.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SYSTEM, SERVICES, OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.