

HydroHome Smart Home App Trial CUSTOMER AGREEMENT (HydroHome A)

1. HydroHome Smart Home App Trial General Information

BC Hydro has launched the HydroHome Smart Home App Trial which is anticipated to run for 21 months (the “Trial”) with an expected start date of June 2019 and an end date of March 2021. The objective of the Trial is to investigate how smart home technology can help BC Hydro customers manage their energy use efficiently.

To achieve the Trial’s objective, BC Hydro will provide qualified BC Hydro customers (each a “Participant”), with a HydroHome App that will allow Participants to monitor their energy usage using a mobile internet connected device and if a smart hub is purchased, control certain smart home devices in the home (the “HydroHome Service”). The eligibility requirements for the Trial are set out below:

1. Eligibility criteria

- The Participant must be the named owner of the BC Hydro account;
- There must be no rental suites/tenant suites occupied by non-family members in the Home;
- The Participant must have an Android or iOS mobile device capable of downloading the HydroHome app;
 - iOS 11+ (iphone 6 and above)
 - Android Version 7+
- All terms and conditions and eligibility criteria must be met before the applicant is fully accepted as a Participant.

If you are eligible and wish to participate in the Trial, additional necessary information related to the Trial is set out below:

2. BC Hydro Partnership with Powerley

BC Hydro has an agreement with Powerley which allows BC Hydro and Participants to access and use the HydroHome Service which is provided by Powerley. Powerley has agreed to safeguard BC Hydro customer information in accord with BC Hydro’s statutory requirements under the Freedom of Information and Protection of Privacy Act.

3. Powerley Partnership with Shopify

Powerley has an agreement with Shopify (an online retail store) which allows Participants to make in-app purchases of smart home equipment directly from Shopify through the HydroHome app. BC Hydro is not directly involved in the in-app purchases/transactions made via the HydroHome Service. BC has no visibility of payment methods or credit card details.

4. App and Equipment

BC Hydro will provide the Participant with access to the HydroHome app to be used for purposes of the Trial. The App will provide hourly historical energy data to the Participant.

If the Participant wishes to use a smart home hub (the “Hub”) in order to have a live energy data feed for use with the HydroHome app, a Hub may be purchased through the in-app store. If BC Hydro decides that the Participant’s home meets the minimum criteria for use of a Hub, the Participant may purchase a hub for \$75. If the Participant returns the Hub to BC Hydro at the end of the Trial, BC Hydro shall refund the \$75 cost of the Hub to the Participant. Once a hub is connected, smart home devices can be controlled.

If the Participant wishes to further install eligible additional smart home devices that can be controlled through Hub using the app, this equipment can also be purchased through the in-app store or other retail channels. BC Hydro will not pay for the supply or installation of any additional equipment. A list of the initial eligible equipment is listed below.

Compatible equipment - (collectively the “Equipment”)

- Thermostats
 - Radio CT200 thermostat
 - Sinope baseboard thermostats (electric baseboards)
- Lighting

- GE Z-Wave plus In-Wall Smart Switch SKU 14291
- GE Z-Wave plus In wall Smart Dimmer SKU 14294
- GE Z-Wave plus In wall Smart Add on SKU 12723
- Linearinc LED light bulbs
- Jasco Enbrighten LED Bulb ZW7101
- Go Control Flood Bulb (LBR30Z-1)
- Power Management
 - Jasco Outdoor smart switch
 - GE Z-Wave Direct wire 40A smart switch SKU 12726 com
 - Aeotec smart plugs Part# ZW096
- Fire and smoke
 - First alert 2in1 smoke and carbon monoxide alarm detector
- Sensors
 - Aeotec Door Window sensor 6 Part# ZW112-A
 - Aeotec Multisensor 6 Part# ZW100
 - Aeotec Water Sensor DSB45 (moisture sensor)

This Equipment list will be updated from time to time, Participants will be notified by email or through the HydroHome app of any updates.

The user interface for the HydroHome Service is provided through a HydroHome mobile app and mobile web interface.

5. How the HydroHome Service works, and what happens to data collected during the Trial

The HydroHome Service is managed by Powerley on behalf of BC Hydro. The HydroHome Service collects operating information relating to your Equipment (if applicable) and energy usage. This data is stored on cloud servers outside of Canada and used by Powerley during the trial to allow the HydroHome Service to respond to your commands and to enable you to see the status of all the Equipment you have connected to the HydroHome Service. To keep the HydroHome Service operating normally Powerley will be able to remotely monitor the performance of the Equipment (if applicable) on your HydroHome Service. Information collected by the HydroHome Service is stored and presented back only to you through the HydroHome Service. BC Hydro does not have live access to your HydroHome Service, and cannot view your operating statistics in real time.

At the conclusion of the trial BC Hydro will request that you return the Hub, as it will no longer function and agrees to refund the Hub purchase price of \$75 to the Participant. The Participant will retain all of the other purchased Equipment. All Equipment is designed to work with other readily available smart home hubs, and Participants will still therefor be able to utilize the Equipment that remains in their homes after the Trial. BC Hydro takes no responsibility for any Equipment purchased by the Participant for purposes of the Trial.

6. HydroHome Trial Terms and Conditions:

The Participant wishes to participate in the Trial and agrees to the following;

- (a) the electricity usage data for the App will be taken from the Participant's BC Hydro account home address (the "Home");
- (b) the installation of a Hub will be at the Participant's Home;
- (c) only the Participant and other persons living in the Home (collectively the "Authorized Users") shall use the HydroHome Service;
- (d) the Authorized Users will keep a secure password, and not circumvent or disclose any usernames, passwords or other access credentials or authentication details to others, or interfere with or disrupt any other security control of the HydroHome service;
- (e) the Authorized Users will notify BC Hydro immediately if he/she becomes aware of any breach or threatened breach of the terms of this Agreement, or of any breach or threatened breach of security including any attempt by a third party to gain unauthorized access to the HydroHome Service;
- (f) the Authorized Users will not copy, translate, make derivative works, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used for the HydroHome Service, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the HydroHome Service;
- (g) the Authorized Users will not access or use the HydroHome service for the purpose of building competitive products or services by copying its features or user interface or by allowing any unauthorized 3rd party access or use of the HydroHome Service.

- (h) The Participant acknowledges and agrees that he/she is responsible for obtaining and maintaining all hardware and network connections necessary to provide internet and wifi access for the HydroHome Service, and make all reasonable attempts to keep the system operational;
- (i) The Participant will allow BC Hydro access to the Home's electrical consumption meter data (i) for the 24 month period prior to the Trial, (ii) for the duration of the Trial, and (iii) for 1 year after the Trial for the purpose of administration and evaluation of the Trial.
- (j) The Participant agrees to participate in user customer experience surveys in relation to the Trial and to receive information via email or through the HydroHome Service about energy saving tips, peak time energy conservation events, reward programs, Peak time demand response events, conservation programs and insights related to the HydroHome Service during the Trial;
- (k) The Participant agrees to allow BC Hydro, and their authorized agents to contact him/her by phone, email, via the HydroHome Service, mail or similar method for the purposes of administering and evaluating the Trial;
- (l) The Participant agrees to notify BC Hydro if the HydroHome Service fails to operate.

7. Personal Information and Participant and Authorized User Consent

- (a) Participant confirms that the consent of all his/her Authorized Users has been obtained for the collection and use of the Authorized Users' personal information for purposes of the Trial, and that all consents provided below are provided by both the Participant and his/her Authorized Users (collectively "the Participant") for purposes of Section 7 of this Agreement.
- (b) Participant consents to the disclosure of their personal information to BC Hydro and Powerley for the purposes of administering the Trial, and undertaking analysis for the purposes of delivering energy usage information and insights back to the Participant through the HydroHome Service. The personal information BC Hydro may access consists of: Participant's contact information, energy usage information, BC Hydro account information, HydroHome Service Equipment operating statistics, user interface details, and extent of participation in events and features related to the HydroHome Service. BC Hydro stores Participant's personal information on BC Hydro's secured network drive that only the Trial program team can access. Paper documents will be stored in a locked filing cabinet with limited access. Participant's personal information will be destroyed 90 days after the Trial has ended. Should BC Hydro create any reports or publish any findings from the Trial, all personal identification will be removed from any reports, and the findings shall be aggregated and anonymized.
- (c) Participant's personal information as described in (b) above, will be collected by Powerley through the HydroHome Service and will reside outside of Canada on a cloud server. **The Participant consents to storage and access of his/her personal information outside of Canada for purposes of the Trial.**
- (d) The Participant agrees to return any purchased smart hub to BC Hydro at the end of the Trial in return for a full \$75 refund.

The Participant acknowledges that any personal information collected by BC Hydro, the Equipment, the HydroHome Equipment supplier, and HydroHome Equipment supplier's cloud vendor in relation to the Trial is collected in furtherance of BC Hydro's mandate under the Clean Energy Act, for the purpose(s) of administering, operating and evaluating the Trial. Personal information, including settings and usage statistics will be stored, accessed and processed on cloud servers located outside of Canada (as part of the Trial). If you have any questions concerning how your personal information is collected, stored and handled, please contact Tim Mosley, Project Manager, at 604-623 4580.

Indemnification and Representations

The Participant agrees to indemnify BC Hydro, including its management, employees, and contractors from any and all damages, claims and demands whatsoever, including claims for personal injury, physical damage, indirect, consequential or economic loss, (i) arising from or related to the Equipment (including installation, removal and defects), and (ii) any claims arising for any reason from or in connection with the Trial and the HydroHome Service. BC Hydro makes no representation or warranty respecting the Equipment, their condition, suitability, or fitness for a particular purpose or use. BCH reserves the right at its sole discretion to end the Trial, or to end your participation in the Trial at any time.