

Thank you for your interest in participating in our Smart Speaker Demonstration Study. To be considered as a participant, please provide the information requested and acknowledge that you understand and agree to the Terms and Conditions below.

Upon completion, email this document to **smartspeakerstudy@sce.com**.

		All fields are required.
SCE Service Account Number		
3	-	This is located at the top left-hand side of your SCE bill.
Contact Information	Service Address	
First Name	Street	
Last Name		
Primary Phone	City	
Email	State	Zip
Best Time a.m. p.m.		

### In order to verify eligibility and provide additional information needed for the demonstration, please answer the following questions:

1.	What year was your home built?		
2.	What is the size in square feet?		
3.	How many occupants reside in your home?		
4.	Do you have central air conditioning?	Yes	No
5.	Does your heating system use gas or electricity?		
6.	How many thermostats do you have?		
	lf you have a smart thermostat, what brand is it?		

7.	How many refrigerators do you have?		
8.	Do you have a swimming pool?	Yes	🗌 No
9.	Do you have a hot tub or spa?	Yes	No
10.	Do you have an electric clothes dryer?	Yes	No
11.	Do you currently have or plan to purchase an electric vehicle or solar panels within the next 12 months?	Yes	🗌 No
12.	Do you have Wi-Fi?	Yes	No





### Purpose and Overview of the Smart Speaker Demonstration with Universal Devices

SCE is conducting a smart speaker demonstration study in which it will install a home automation gateway, smart thermostat, smart plugs, smart light bulbs and a smart speaker at selected customer homes. This equipment will allow SCE to monitor the energy use of the installed products and optimize some connected devices based on residential TOU rates and customer preferences. Customers will set preferences, ask energy related questions and receive answers using a smart speaker.

Customers who are selected, at SCE's sole discretion, to participate in the demonstration study will be notified by SCE, and if the customer elects to participate in the demonstration, the customer will receive the equipment outlined above as well as installation and setup services. The equipment and installation services, valued at approximately \$1,500, will be provided at no cost by SCE and/or its contractors, and the customer will get to keep the equipment after the study is complete. The demonstration project will run for one year from the time of installation.

Finally, the results of the demonstration project could inform the design of future technology-enabled customer programs from SCE that can help customers reduce energy use and costs. SCE will endeavor to notify participating customers of subsequent program opportunities if they arise.



### Terms and Conditions

### **1. RECITALS**

- 1.1. WHEREAS, Customer has been selected to participate in the demonstration and agrees to demonstrate the performance and effectiveness of a home automation gateway, smart thermostat, smart plugs, smart light bulbs and a smart speaker ("New System") at his or her Residence pursuant to the terms and conditions set forth herein; and
- 1.2. WHEREAS, SCE desires to perform and publish an analysis of the performance, energy use, and costs of the New System installed at the Residence;

NOW, THEREFORE, in consideration of their mutual covenants and promises, the Parties agree as follows:

### 2. DUTIES AND OBLIGATIONS OF SCE:

SCE agrees to perform the following, either itself or using its approved contractor, at no cost to Customer:

- 2.1 Provide labor and materials to install and maintain the New System at Customer's Residence.
- 2.2 Furnish labor and equipment to monitor, analyze, and summarize data on the New System's energy usage.
- 2.3 Notify Customer when the study is complete.

### 3. DUTIES AND OBLIGATIONS OF CUSTOMER:

Customer agrees to:

- 3.1 Operate the New System in accordance with the manufacturer's instructions.
- 3.2 Provide SCE and its respective employees and contractors, reasonable access to the Residence to install and maintain the New System and to collect data on performance, energy use, and operational cost on the New System for twelve (12) months from the date it becomes operational.
- 3.3 Customer agrees not to enroll in, or de-enroll from any Demand Response programs for the duration of the study. The Customer may remain on other Demand Response programs in which it is currently already enrolled in (e.g., Summer Discount Plan, Smart Energy Program).
- 3.4 Allow SCE to publish in technical literature, electronic media, and promotional publications, materials related to the New System, including its operation and performance, subject to the provisions of Section 4 of this Agreement.
- 3.5 Provide SCE with information SCE may reasonably request regarding the Residence's energy usage and costs, to evaluate the economic value and impact of the New System.
- 3.6 Allow SCE to interview Customer by means of email surveys for the purpose of obtaining information about the operation of the New System and any other aspects of the demonstration project.

### 4. CONFIDENTIALITY:

- 4.1 SCE shall treat all personally identifiable information provided by Customer or obtained pursuant to this Agreement as confidential customer information ("Confidential Customer Information"). SCE shall safeguard such information as it would its own confidential information. Descriptions, photographs, technical parameters and performance information of the New System shall not be considered Confidential Customer Information provided all personally identifiable information is removed.
- 4.2 SCE may use and disclose Customer's information on an aggregated basis provided all personally identifiable information is removed.



### 5. TERM AND TERMINATION:

- 5.1. This Agreement shall be effective as of the Effective Date and, except as otherwise provided herein, shall continue in effect until the study is complete and all obligations have been performed hereunder, but shall not be in effect for more than one year from the Effective Date.
- 5.2. SCE or Customer may terminate this Agreement by giving 15 days written notice to the other Party of its election to terminate this Agreement. This Agreement shall terminate at the conclusion of such notice period.
- 5.3. Upon completion of the study, customers will keep all installed equipment. In cases of early termination of this Agreement by the customer, SCE reserves the right to remove all its Equipment associated with the demonstration project. SCE shall use reasonable efforts to restore the property to which any removed Equipment was affixed to the condition the property was in prior to installation of the Equipment.
- 5.4 SCE shall have the right to immediately terminate this Agreement if SCE reasonably determines this Agreement would be inconsistent with, or violate any rule, regulation, or policy of the California Public Utilities Commission or other applicable law.

### 6. NOTICES:

All notices required by this Agreement shall be in writing and shall be either personally delivered, given by electronic mail, or sent by registered or certified mail, postage prepaid, return receipt requested, to the respective Party as follows:

To SCE:

Smart Speaker Demonstration Program Manager Southern California Edison 1515 Walnut Grove Ave Rosemead, CA 91770 Email: smartspeakerstudy@sce.com

To Customer: At the contact information shown in Section 11 below.

Notices given hereunder shall be deemed given on the date when such notices were personally delivered or, if sent by electronic mail, twenty-four (24) hours after transmission with confirmed answer back or, if mailed, five (5) days after mailing.

### 7. LIMITATION OF LIABILITY:

Customer hereby waives any and all claims against SCE, its parent company, its directors, officers, and employees arising out of or relating to the installation, maintenance and/or use of the New System. Without limiting the generality of the foregoing, SCE shall not be liable for any type of damages, whether direct, indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

### 8. WARRANTY DISCLAIMER:

SCE MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO THE NEW SYSTEM, ITS MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.



### 9. APPLICABLE LAW:

This Agreement shall be interpreted, governed and construed under the laws of the State of California without regard for its conflicts of laws principles.

### **10. ENTIRE AGREEMENT:**

This Agreement contains the entire agreement and understanding between the Parties and merges and supersedes all prior representations and discussions between SCE and Customer pertaining to its subject matter.

#### **11. ACCEPTANCE:**

By submitting this form to SCE, Customer agrees to participate in the demonstration project as set forth in the Terms and Conditions above.