

# **Barron Electric Cooperative Load Management Program Participation Agreement and Release of Liability**

Thank you for your interest in the Barron Electric Cooperative Load Management Program (“Program”). By enrolling device(s) or system(s) into the Program, PARTICIPANT may receive Incentives for the PARTICIPANT’s enrollment and continued participation. Barron Electric Cooperative’s Program is supported by Barron Electric Cooperative’s wholesale provider, Dairyland Power Cooperative, through a contract with Open Access Technology International, Inc. (“OATI”), a company that offers demand response management systems.

By submitting this enrollment information for consideration and acceptance to participate in the Load Management Program, the PARTICIPANT acknowledges and confirms they:

- Have read and understand this Agreement and Barron Electric Cooperative’s terms for participation in the Load Management Program,
- Agree to allow Barron Electric Cooperative to remotely inform PARTICIPANT’s enrolled device(s) or system(s) of the existence of a demand response event, causing the device or system to automatically modify energy usage without any manual intervention by the PARTICIPANT,
- Consent to share PARTICIPANT’s enrollment and energy information with Barron Electric Cooperative, Dairyland Power Cooperative, and OATI solely for the purposes identified in this Agreement.
- Remain responsible for maintenance, repair, and replacement of the enrolled device(s) or system(s), at the PARTICIPANT’s own expense, and
- Understand that the program’s ELIGIBILITY REQUIREMENTS and Incentives may be modified, or the program may be terminated at any time and for any reason, without notification.

## **General Information**

The Load Management Program is a voluntary program made available by Barron Electric Cooperative to its retail electric customers for the purpose of managing demand or energy in the pursuit of lowering energy costs.

Qualifying retail electric customers will have the opportunity to earn Incentives from Barron Electric Cooperative by allowing their enrolled device(s) or system(s) to be automatically controlled during program event periods related to conditions on the electric power system.

For the PARTICIPANT’s participation in the Load Management Program and full compliance with these terms and conditions, the Barron Electric Cooperative will provide the PARTICIPANT with Incentives.

---

**Below are important terms the PARTICIPANT must understand and agree to in order to participate in the Program:**

- 1. Eligibility:** This is a voluntary program for the Barron Electric Cooperative’s retail electric customers. To be eligible for the Program, in addition to agreeing to this Agreement and any other requirements stated in program literature provided by Barron Electric Cooperative, the PARTICIPANT must: (1) have a retail electric service account in good standing with Barron Electric Cooperative; (2) have an installed, operable, qualifying, and compatible device or system at the PARTICIPANT’s service address; and (3) have available at the relevant service address a reliable and compatible communications link to accommodate remote delivery of demand response event information to the enrolled device(s) or system(s).
- 2. Device Connectivity and Access for Barron Electric Cooperative:** To participate, the enrolled device or system must be capable of remotely and automatically receiving demand response event information. Depending on the

enrolled device or system, this is accomplished either 1) through direct communications with the device/system or 2) through a separate receiving controller provided by Barron Electric Cooperative and interfaced electrically to the device/system. PARTICIPANT shall allow Barron Electric Cooperative access to the PARTICIPANT's device or system, with advance notice, as reasonable and necessary to verify connectivity or install any required receiving controllers.

- 3. Program Modification or Termination:** Barron Electric Cooperative may modify or terminate the Program for any reason including, but not limited to, change in regulations and/or not receiving approvals from relevant governing bodies; decision of a relevant governing body to modify or discontinue the Program; the changes or discontinuance of support for the Program by enrolled device or system manufacturers; and other such events. If any of these happen, Barron Electric Cooperative will notify the PARTICIPANT. The PARTICIPANT may not receive further Incentives after such termination of the Program. In any event, Barron Electric Cooperative reserves the right to substitute an Incentive of equal value to any described program participation Incentive at Barron Electric Cooperative's sole discretion at any time.
- 4. Control of Device:** The PARTICIPANT acknowledges and agrees that enrolled device(s) or system(s) will remotely receive event commands that will cause PARTICIPANT's device or system to automatically change the operating setpoint or output during the event period, without any manual intervention by the PARTICIPANT. As outlined in program literature, the PARTICIPANT may have the ability to opt-out of an event or override the automatic control. The PARTICIPANT understands that if they opt-out or override during an event, they may affect their Incentives or program eligibility.
- 5. Data Access:** By submitting the PARTICIPANT's enrollment information for consideration to participate in the Load Management Program, the PARTICIPANT authorizes Barron Electric Cooperative, Dairyland Power Cooperative, or their respective agents, contractors, and service providers, to collect and share PARTICIPANT's enrollment information or data related to the PARTICIPANT's enrollment and participation in the program, which can include, but is not necessarily limited to, the PARTICIPANT name, email address, utility account number, device/system serial number, activation date, statistics and data about the PARTICIPANT's energy use, any opt-out decisions or actions by the PARTICIPANT, or other information related to the PARTICIPANT's participation in the Program. Any such information or data collected by Barron Electric Cooperative, Dairyland Power Cooperative, or OATI during the course of the Program will be used only for administering or reporting on the Program pursuant to this agreement and in no event will the Participant's personal information be sold to a third party. The PARTICIPANT agrees that information about the PARTICIPANT's service account, energy usage, and devices connected to PARTICIPANT's service account, as well as any information PARTICIPANT provides while applying for the program or that is related to the program may be shared with Barron Electric Cooperative, Dairyland Power Cooperative, and OATI for the purpose of ensuring enrollment eligibility, compliance with program requirements and analyzing program performance data. The PARTICIPANT consents to receive emails and other notifications sent by the Barron Electric Cooperative, Dairyland Power Cooperative, or OATI related to the PARTICIPANT's participation in the program, including but not limited to, providing advanced notice when events are scheduled to occur.

The Barron Electric Cooperative, Dairyland Power Cooperative, and OATI may summarize or provide information about the results of the program in publicly available studies or reports. In such case, data will be anonymized in a way that the PARTICIPANT cannot be individually identified. By signing up to participate in this program, the PARTICIPANT consents to this information being accessed and provided to or by Barron Electric Cooperative, Dairyland Power Cooperative, OATI, and/or their respective agents, contractors, and service providers.

- 6. Enrollment & Term:** Agreement with these terms and conditions shall be effective commencing on the PARTICIPANT's submission of enrollment information and continue in effect in perpetuity unless or until Program enrollment is terminated by either party. Either party may terminate this agreement for any reason by providing written or verbal notice to the other party. Participation in the Load Management Program is voluntary and the PARTICIPANT may withdraw from the program at any time. Withdrawal may render the PARTICIPANT ineligible

for program Incentives or future program participation. The PARTICIPANT may provide written notice to Barron Electric Cooperative at the following address: [memberservices@barronelectric.com](mailto:memberservices@barronelectric.com)

If the PARTICIPANT violates the terms and conditions of this agreement, Barron Electric Cooperative may immediately terminate the PARTICIPANT's participation in the program and may elect to disqualify the PARTICIPANT from eligibility for Incentives and/or future participation in the program.

- 7. LIMITATION OF LIABILITY:** THE PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. IN NO EVENT SHALL BARRON ELECTRIC COOPERATIVE OR DAIRYLAND POWER COOPERATIVE, NOR ANY OF THEIR PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO ANY PERSONS OR PROPERTY RESULTING FROM OR ARISING OUT OF ANY USE, REPAIR, DELAY IN REPAIRING, REPLACEMENT OF, MODIFICATION TO, UNAVAILABILITY OF, OR STATUS OF THE ENROLLED DEVICE OR SYSTEM. NEITHER BARRON ELECTRIC COOPERATIVE NOR DAIRYLAND POWER COOPERATIVE, NOR ANY OF THEIR PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS, SHALL BE RESPONSIBLE FOR ANY COSTS RELATED TO THE REPAIR, MAINTENANCE, OR REPLACEMENT OF THE PARTICIPANT'S ENROLLED DEVICE(S) OR SYSTEM(S).
- 8. Indemnification:** Excluding willful misconduct or gross negligence by Barron Electric Cooperative, Dairyland Power Cooperative, or their program implementation contractors and subcontractors, the PARTICIPANT agrees to indemnify, release, and hold harmless Barron Electric Cooperative, Dairyland Power Cooperative, and their program implementation contractors and subcontractors for any liability, claim, demand, cause of action, injury, expense, or damage to any persons or property arising from their access and use of PARTICIPANT's enrolled device(s) or system(s), or caused by any breach of this agreement by PARTICIPANT, PARTICIPANT negligence or that of PARTICIPANT household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors. To the maximum extent permitted by law, PARTICIPANT agrees to hold Barron Electric Cooperative, Dairyland Power Cooperative, and their program implementation contractors and subcontractors harmless for any injury or damage caused, or claimed to be caused, by PARTICIPANT's participation in the Program.
- 9. General Provisions:** This agreement is governed, construed and enforced in accordance with the laws of the State of Wisconsin and the parties agree that the venue for all actions will be in a court of competent jurisdiction in the State of Wisconsin. This agreement supersedes any prior agreements and contains the entire agreement of the parties and all representations with respect to the subject matter hereto. Any prior correspondence, memoranda or agreements are replaced in total by this agreement. The waiver of any of the rights or remedies arising pursuant to this agreement on any occasion by any party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this agreement. As a condition of participating in this program, PARTICIPANT agree that all disputes that cannot be resolved amicably will be resolved individually, and/or will not be subject to class action or other similar process. The PARTICIPANT waives all rights or claims for incidental, punitive, consequential, or other special damages, including attorneys' fees.