

AES Indiana CoolCents® Program

Program Terms and Conditions

Thank you for your interest in participating in the AES Indiana's CoolCents® program (the "Program"). The Program is offered by AES Indiana and its partners ("AES INDIANA") and is implemented by Uplight, Inc. ("Uplight"). These Terms of Use (these "Terms") are a legal agreement between you and AES INDIANA governing your participation in the Program.

BY CLICKING ["I AGREE"] OR BY OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY NOT PARTICIPATE IN THE PROGRAM.

In the case of inconsistencies between these Terms and information included in any other materials related to the Program (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. The Program.

- 1.1. *Description.* The Program is an energy management program that rewards customers for enabling AES INDIANA to better manage electricity demand during summer and winter months.
- 1.2. *Devices.* By participating in the Program, you hereby grant to AES INDIANA and Uplight the right to remotely access and control one or more smart thermostats and/or water heater controllers at the address you are enrolling (each, your "Device"). When you authorize a Device, you may be presented with additional terms from the Device manufacturer (the "Manufacturer"). These Terms are in addition to, and are not replaced by, those Manufacturer terms. By authorizing a Device in the Program, you understand and agree that you are enabling Uplight to control that Device in connection with the Program.
- 1.3. You agree to allow AES INDIANA, or its affiliates, access to your facilities for the purpose of confirming your participation in the Program, inspecting or installing equipment for the Program and verifying the energy savings achieved through the Program. You agree to cooperate with AES INDIANA, as necessary. You also agree to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided for this offer, unless an issue arises from an AES INDIANA installed device. You understand that any incentives may be withheld if you refuse to participate in any required verification within 90 days.

Control. As part of this Program, Uplight will automatically change the temperature setpoint on your Device without any manual intervention by you. For smart thermostats, you may override this temperature setpoint simply by turning your Device to a different temperature or using the other methods enabled by the Device Manufacturer, or contacting program support at questions@AESIndianarebates.com. For water

heater controllers, you may override this temperature setpoint by contacting program support at questions@AESIndianarebates.com.

- 1.4. *Changes.* AES INDIANA reserves the right, in its sole discretion, to modify or to discontinue the Program (including rebates, qualifying products, and rebate amount) at any time.

2. Eligibility.

2.1. Registration. In order to register for the Program, you agree to provide to Uplight and AES INDIANA information to verify your eligibility for the Program. You agree that the information that you provide to Uplight or AES INDIANA in connection with the Program (“User Data”) will be true, accurate, current and complete, and you further agree that you will maintain and promptly update the User Data to ensure that it remains true, accurate, current and complete. You will register by completing the enrollment web application, confirmed with an assigned application ID number and successful test and/or verification of the active Device(s). Receipt of an application does not guarantee payment of a rebate. Failure to provide accurate supporting documentation will be considered an incomplete application.

2.2. AES INDIANA Account. To be eligible to participate in the Program, applicants must be an AES INDIANA residential or business customer and the location of the Device(s) must be on an AES INDIANA residential rate or commercial rate.

2.3. Property. To be eligible to participate in AES INDIANA’s CoolCents® Program, applicants must have a fully operational central heating and cooling system. Customers who don't own their home but live in a separately metered residence may also participate with a landlord's written consent.

2.4. Equipment. To enroll, an eligible smart thermostat, smart water heater and/or smart water heater controller must be installed at the residential or business customer address, registered with the manufacturer and connected to Wi-Fi.

3. **Incentives.** In connection with the Program, AES INDIANA may offer certain rebates, offers, or other incentives (“Incentives”). AES INDIANA reserves the right to determine qualification for Incentives in its sole discretion. Failure to participate in the Program for its entire duration or overriding automatic Device control on a regular basis may disqualify you from Incentives. In particular, AES INDIANA reserves the right to eliminate Incentives if you opt out of three (3) or more events in any twelve (12) month period, except for participants with Google Nest thermostats.

3.1. Rebate Offer. This offer provides rebates for the enrollment of a qualifying product and is not dependent on the purchase of any other product or service unless indicated. One application must be completed for each address in which the product or products are installed and enrolled. The AES INDIANA rebate cannot exceed the cost of the equipment or service. Equipment must be purchased, installed and operational between January 1, 2021 and December 31, 2023. Rebate funds are limited and are available on a first-come, first-served basis. Rebates are subject to change and may be discontinued at the sole discretion of AES INDIANA. As a CoolCents® participant, residential customers are eligible to receive annual bill credits of up to \$20 pursuant to AES INDIANA [Contract Rider 13](#). Qualifying business customers are eligible to receive \$5/ton of air conditioning capacity in each month of qualified participation. Payment Please allow up to three (3) weeks to receive your rebate. Incomplete rebate

applications will cause a delay in processing. Rebate to be issued to AES INDIANA customer/account holder or property owner. CoolCents® residential participants will receive a \$5 per month credit on your monthly electric bill for four months; June, July, August, September. Business customers are eligible to receive annual bill credits of up to \$60 pursuant to AES INDIANA Contract Rider 13.

- 4. Your Information.** By submitting User Data and any other data, materials, content or information in connection with the Program, you are licensing such information to Uplight and AES INDIANA for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your information maintained by AES INDIANA and/or Device Manufacturer solely in order for Uplight to provide the Program. You further agree that AES INDIANA and Uplight may share such information each collects with third parties for the purpose of providing the Program and that any such information shared with third parties may be personally identifiable to you or the residence where your Device is installed. You understand and agree that by authorizing Uplight to control your Device in connection with the Program, Uplight may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that Uplight will receive access to, please contact AES INDIANA at questions@AESIndianarebates.com, or visit www.uplight.com/privacy-policy.

AES INDIANA reserves the right to disclose your account number, federal tax ID and consumption data to its subcontractors for the sole purpose of administering AES INDIANA's Residential Energy Efficiency program as needed or required. Subcontractors are contractually obligated to protect the confidentiality of this information.

- 5. Personal Non-Commercial Use.** The Program is offered for your own personal non-commercial use. Any commercial participation in the Program is expressly prohibited.
- 6. Costs.** AES INDIANA and Uplight are not responsible for providing the systems necessary to participate in the Program, such as Devices or Internet access.
- 7. No Warranty; Disclaimer.** YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. AES INDIANA AND UPLIGHT EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. AES INDIANA AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, AES INDIANA and Uplight do not guarantee that energy efficiency measures purchased and installed or services provided through this Program will result in energy and cost savings. AES INDIANA reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by AES INDIANA or Uplight, nor do AES INDIANA or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

- 8. Indemnification.** You agree to indemnify, hold harmless, and release AES INDIANA, Uplight, and their affiliates from any and all actions or claims in regard to the installation, operation and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages.

9. Limitation of Liability.

- 9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR AES INDIANA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR AES INDIANA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL UPLIGHT OR AES INDIANA HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.
- 9.2. *Exclusions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. Termination.

- 10.1. *Termination By AES INDIANA.* AES INDIANA may terminate the Program, or your participation in the Program, at any time, with or without cause, by providing you with written notice of such termination, which may be via email.
- 10.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to questions@AESIndianarebates.com.
- 10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. AES INDIANA and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.
- 10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those terms which are intended to survive such suspension, termination or cancellation.

11. General.

- 11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Indiana, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you believe that AES INDIANA has not adhered to these Terms, please contact us by e-mail at questions@AESIndianarebates.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. You must exhaust all administrative remedies prior to filing a claim against AES INDIANA. Any claim arising from these Terms shall be solely between you and AES INDIANA. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.
- 11.2. *Consent and Capacity.* You are over 18 years of age and have the necessary legal capacity to execute this agreement and have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises where the Services will be provided. You are solely responsible for any failure to receive

necessary consents and approvals. Your participation is completely voluntary, and you can decide to withdraw at any point in the Program.

11.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between AES INDIANA and you regarding the Program and supersede and replace any prior agreements regarding the same.

11.4. *No Assignment.* You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of AES INDIANA. Any purported assignment or delegation by you without the appropriate prior written consent of AES INDIANA will be null and void.

11.5. *Severability and Waiver.* In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of AES INDIANA to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

11.6. *Questions.* If you have questions about these Terms, please contact AES INDIANA at questions@AESIndianarebates.com.

11.7. *Communications.* By participating in this Program, you agree to receive emails from Uplight and/or AES INDIANA and/or its partners at the email address provided for this Program. These emails may contain information about AES INDIANA's products and services; other energy related products, services and programs; as well as energy related legislative and environmental issues. You may opt out of receiving these emails at any time by clicking unsubscribe in the footer of the email, or by contacting AES INDIANA at (866) 908-4915 or emailing questions@AESIndianarebates.com; however, it may take up to 10 days for your opt-out request to take effect.

11.8. *Tax Information.* Rebates may be subject to federal and/or state income tax reporting. You are responsible for contacting a qualified tax advisor to determine tax liability. If you purchase an energy efficient product for your home/business, you may be eligible for a federal tax credit. Visit www.energystar.gov/taxcredits for more information. AES INDIANA is not responsible for any tax liability imposed on the rebate recipient as a result of the payment of incentives.

11.9. *Publicity.* AES INDIANA reserves the right to publicize your participation in this Program, unless you specifically request otherwise.

11.10. *Logo Use.* You may not use the AES INDIANA program name or logo in any marketing, advertising, or promotional material without written permission.

11.11. *Compliance.* All projects must comply with applicable federal, state and local laws and regulations, including building codes, and manufacturer's specifications. All equipment must be purchased new and cannot be resale equipment, new parts installed in existing equipment or equipment that is leased, rebuilt, rented, replaced by a warranty or won as a prize. Existing equipment must be removed or permanently disconnected.