

# Terms & Conditions

## AES Indiana CoolCents® Program

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 CLEAResult Consulting Inc ("CLEAResult"). These Terms of Use (these "Terms") are a legal agreement between you and AES INDIANA governing your participation in the Program.

Refer to the information below to ensure you are eligible for IPL's CoolCents® Program. For assistance determining your eligibility, call **1-866-908-4915** or email **questions@aesindianarebates.com** to reach a program representative. 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. Where thermostats are summer only.

**1.2. Devices.** By participating in the Program, you hereby grant to AES INDIANA and CLEAResult 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 CLEAResult 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, CLEAResult 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](mailto:questions@AESIndianarebates.com). For water heater controllers, you may override this temperature setpoint by contacting program support at [questions@AESIndianarebates.com](mailto: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 CLEAResult and AES INDIANA information to verify your eligibility for the Program. You agree that the information that you provide to CLEAResult 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, 2025 and December 31, 2026. 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 six (6) 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 CLEAResult and AES INDIANA for the purpose of providing the Program. In addition, you hereby authorize CLEAResult to access your information maintained by AES INDIANA and/or Device Manufacturer solely in order for CLEAResult to provide the Program. You further agree that AES INDIANA and CLEAResult 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 CLEAResult to control your Device in connection with the Program, CLEAResult may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that CLEAResult will receive access to, please contact AES INDIANA at [questions@AESIndianarebates.com](mailto:questions@AESIndianarebates.com).

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 CLEAResult 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 CLEAResult 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 CLEAResult MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, AES INDIANA and CLEAResult 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 CLEAResult, nor do AES INDIANA or CLEAResult 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, CLEAResult, 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.