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Alliant Energy® Smart Hours Program **Wisconsin Terms and Conditions**

Thank you for your interest in participating in the Alliant Energy Alliant Energy® Smart Hours program (the “Program”). The Program is offered by Wisconsin Power and Light (“WPL” or “Alliant Energy”), and is implemented by Uplight, Inc. (“Uplight”). These Terms of Use (these “Terms”) are a legal agreement between you and WPL 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 a voluntary summer and winter demand response program utilizing smart device integrations to make slight adjustments thermostat set points, water heater set points, and electric vehicle charging schedules, and battery energy storage device charge and discharge schedules in order to shift usage out of hours of peak demand.
- 1.2. *Devices.* By participating in the Program, you hereby grant to WPL and Uplight the right to remotely access and control one or more smart devices (each, your “Device”) at the address you are enrolling (the “Premises”). 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 terms. By authorizing a Device, you understand and agree that you are enabling Uplight to control that Device in connection with the Program. In Wisconsin, controlled smart devices include smart thermostats, controllable water heater devices, networked electric vehicles, level 2 vehicle chargers and battery energy storage systems (“BESS”).
- 1.3. *Data.* Uplight will collect information such as charging status, charging rate, charging duration, total energy used, plug status (plugged in or not plugged in), and, specifically for EV’s, location during each charging session each day during the Term. All such data is subject to WPL’s Privacy policy available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>. You have the right to request removal of such data, including EV location data participation by contacting support@alliantenergysmarthours.com. If You do not request earlier deletion of Your EV data, Uplight or WPL will remove the EV data from its systems within 90 days of the termination of program participation or contract expiration, whichever comes first.
- 1.4. *Control.* As part of this Program, Uplight will call events to make changes to your Device without any manual intervention by you. At any time that you desire, you may override these changes simply by turning your Device to a different temperature, or using the other methods enabled by the Device Manufacturer. BESS participants’ ability to opt out of an event depends on the battery manufacturer’s ability to support an opt out.
- 1.5. *Changes.* WPL reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.
- 1.6. *Authorizations and Approvals.* By participating in the Program, you hereby represent that you are either the owner of the Premises and authorize WPL and Uplight to make modifications to your existing HVAC system by the installation of the Device or you have secured authorization from the owner of the Premises to the extent required to participate in the Program and/or the installation of the Device at the Premises.

2. Eligibility.

- 2.1. *Registration.* In order to register for the Program, you agree to provide Uplight or WPL information to verify your eligibility for the Program. You agree that the information that you provide to Uplight, or WPL 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. If you are currently part of the Alliant Energy Appliance Cycling program, you are not eligible to participate in the Alliant Energy Smart Hours program.

You will register by completing the Alliant Energy Smart Hours web or in-app enrollment process that is specific to your smart device manufacturer. 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. *Account information.* To be eligible to participate in the Program, applicants must be a WPL customer and the Premises must be on a residential rate or on any of the following non-residential rates: WCG2TOD, WCG2TODV, WGS1, WGS1NM, WGS1V, WGS3, WGS3V, WGD1, WGS1V, WGS1NM, WGS1, WIGS1, WIGS1PG, WGS3V, WIGS3PG, WIGS3, or WGS3.

2.2.1 Notwithstanding the foregoing, the non-residential rates listed above shall not apply to participants enrolling a Battery Energy Storage System (BESS). For the avoidance of doubt: BESS participants must receive electric service through a residential rate to be eligible to participate.

- 2.3. *Property.* To be eligible to participate in the Program, your equipment and premises must meet the following criteria based on device type:

2.3.1 **Smart Thermostats:** You must have a fully operational central cooling system at the Premises. If participating in both winter and summer seasons, you must also have a fully operational central heating system with fuel supplied by Alliant Energy.

2.3.2 **Battery Energy Storage Systems (BESS) and Other Devices:** You must have an eligible, operational device installed at the Premises that is connected to the internet, online, and capable of receiving program dispatch signals

2.3.3 **Renter / Tenant Eligibility:** Customers who don’t own the Premises but want to enroll a separately metered property may also participate with a landlord’s written consent sent to:

Alliant Energy
C/O Alliant Energy Smart Hours
8th Floor
200 1st Street SE
Cedar Rapids, Iowa 52401

2.4. Equipment.

2.4.1. **For residential customers:** To enroll, an eligible Device must be installed at the residential customer address, registered with the manufacturer and connected to Wi-Fi.

2.4.2. **For commercial customers:** To enroll, an eligible Device must be registered with the manufacturer and connected to Wi-Fi.

3. **Incentives.** In connection with the Program, WPL may offer certain rebates, offers, or other incentives (“Incentives”). WPL 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 receiving Incentives., subject to the following device-specific rules:

3.1 **Smart Thermostats:** In particular, Alliant Energy reserves the right to eliminate Incentives if you opt out of three (3) or more events in any twelve (12) month period (does not apply to participants with Google Nest thermostats).

3.2 **Battery Energy Storage Systems (BESS):** Seasonal Incentives are calculated based on your average

continuous kilowatt (kW) discharge delivered across all called events during a given season. Unavailability, opting out, or skipping an event will result in \$0\kW performance credited for that specific event, reducing your seasonal average performance and proportionally decreasing your final earned Incentive payout.

4. **Your Information.** By submitting User Data and any other data (which may include Granular Usage Data as defined by the Alliant Energy Privacy Policy, which is available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>), materials, content or information in connection with the Program, you are licensing such User Data and any other data, materials, content or information to Uplight and WPL for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your User Data and any other data, materials, content or information maintained by WPL and/or Device Manufacturer solely in order for Uplight to provide the Program. You further agree that WPL 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 WPL at support@alliantenergysmarthours.com or visit www.uplight.com/privacy-policy.

WPL and Uplight reserve the right to disclose your account number, federal tax ID and consumption data to its subcontractors for the sole purpose of administering Alliant Energy Smart Hours as needed or required. Subcontractors are contractually obligated to protect the confidentiality of this information.

5. **Costs.** WPL and Uplight are not responsible for providing the systems necessary to participate in the Program, such as Devices or Internet access.
6. **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. WPL 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. WPL AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, WPL 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. WPL reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by WPL or Uplight, nor do WPL or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

7. **Indemnification.** You agree to indemnify, hold harmless, and release Uplight and WPL, their officers, directors, affiliates, employees and agents, from and against any and all actions or claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your participation in the Program, including in regard to the installation, operation and disposal of equipment (and related materials) covered herein and any liability from incidental or consequential damages.

8. **Limitation of Liability.**

8.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR WPL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR WPL 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 WPL HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

8.2. *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.

9. Termination.

- 9.1. *Termination By WPL.* WPL 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.
- 9.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to support@alliantenergysmarthours.com.
- 9.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. WPL and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.
- 9.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those obligations of either party which are intended to survive such suspension, termination or cancellation.

10. General.

- 10.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Wisconsin, without giving effect to any conflict of laws that may require the application of the law of another jurisdiction. If you believe that WPL has not adhered to these Terms, please contact us by email at support@alliantenergysmarthours.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 WPL. If you and WPL are unable to reach a resolution to the dispute, you and WPL will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Chicago office.
Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WPL ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and WPL otherwise agree in writing, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. 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.
- 10.2. *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.
- 10.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between WPL, Uplight and you regarding the Program and supersede and replace any prior agreements regarding the same.
- 10.4. *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 WPL. Any purported assignment or delegation by you without the appropriate prior written consent of WPL will be null and void.
- 10.5. *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 WPL to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 10.6. *Questions.* If you have questions about these Terms, please contact WPL at 1-800-ALLIANT or email us at support@alliantenergysmarthours.com.
- 10.7. *Communications.* By participating in this Program, you agree to receive emails from Uplight, WPL or their partners at the email address provided for this Program. These emails may contain information about WPL'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

contacting WPL at 1-800-255-4268 or support@alliantenergysmarthours.com. However, it may take up to 10 days for your opt-out request to take effect.

- 10.8. *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 or business, you may be eligible for a federal tax credit. Visit www.energystar.gov/taxcredits for more information. WPL is not responsible for any tax liability imposed on the rebate recipient as a result of the payment of incentives.

Alliant Energy® Peak Time Rewards Program

Wisconsin Terms and Conditions

Thank you for your interest in participating in the Alliant Energy® Peak Time Rewards program (the “Program”). The Program is offered by Wisconsin Power and Light Company (“Alliant Energy”) and is implemented by Uplight Inc. (“Uplight”). These Terms of Use (these “Terms”) are a legal agreement between you and Alliant Energy governing your participation in the Program.

BY CLICKING “I AGREE”, BY OTHERWISE USING THE SERVICE, OR IF AUTOMATICALLY ENROLLED, 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. Only current Alliant Energy residential electric customers with an active electricity account (“Customers”) are eligible to participate in the Program and receive energy savings payments (“Rewards Payments”). Participating Customers must have a meter with time-based metering and must not be enrolled in another demand response program. Missing data from Alliant Energy may prevent participation in the Program. All participants in Program must be on an Alliant Energy residential rate. A Customer does not need to purchase or install any smart devices in their home to be eligible to enroll in the Program.
- 1.2. The Program compensates Customers for reducing energy use during specific times of year and day. Alliant Energy determines, in its sole discretion, the times of these periods of energy use reduction (“Energy Saving Events”). Alliant Energy, Uplight or another designated Program implementer may issue Energy Saving Event alerts to Program participants requesting them to reduce their energy usage. Energy Saving Events can occur any time between May 1 and September 30. Energy Saving Events will occur at Alliant Energy’s discretion, no more than 18 times per year.
- 1.3. Once an Energy Saving Event request has been issued, the participating Customer has the flexibility as to what action to choose to reduce energy consumption.
- 1.4. By participating in the Program, the Customer warrants that it has all necessary authorization to participate. Customers must agree to and abide by all terms, conditions, and restrictions of the Program.
- 1.5. Participating Customers may elect to receive alerts via email or text message and may unsubscribe to alerts at any time.
- 1.6. Participating Customers must provide a current contact for event alerts (phone or email address) to continue enrollment in the program. Failure to receive Energy Saving Event alerts will disqualify Customers from participating and receiving performance Rewards for reducing energy use.
- 1.7. Whenever possible, Energy Saving Event alerts will be provided by alert email or text to the designated contact no later than 5 p.m. on the calendar day preceding an Energy Saving Event.
- 1.8. Participating Customers that no longer wish to participate must choose to unenroll through Alliant Energy’s website, via email, or by phone.
- 1.9. Alliant Energy reserves the right, in its sole discretion, to modify or to discontinue the Program at any time, for any reason. These Terms are subject to change without prior notice.

Participating customers will be notified via email of any updates to the Terms. Any updates to the Terms will also be available on the Program webpage: <https://alliantenergyia.autogridflexsaver.com>

2. Rewards Payments.

- 2.1. Rewards Payments are available for participating Customers who demonstrate energy savings during Energy Saving Events. For every Energy Saving Event that the participating Customer chooses to participate in, that Customer will earn a \$1/kilowatt-hour (kWh) (subject to change) Rewards Payment for any energy use decreased compared to their Baseline Energy Use (which is determined, by Alliant Energy in its sole discretion, for each participating Customer based on the energy they are predicted to use during an Energy Saving Event as if they had not participated in an Energy Saving Event).
- 2.2. There will be no Rewards Payment penalty for any Customer who does not reduce energy use during an Energy Saving Event, whether they elect to participate in the Energy Saving Event or not.
- 2.3. Participation in any Energy Saving Event is entirely voluntary. However, Customers must be enrolled under an existing Alliant Energy account and reduce electricity consumption during the Energy Saving Event to receive a Rewards Payment. Customers whose energy reduction cannot be calculated due to missing or incomplete time-based metering data will not receive Rewards Payments.
- 2.4. Customers must have a valid email address and mailing address with the Program to receive a Rewards Payment. Customer will receive Rewards Payments in the form of a gift card (which may be electronic or physical)
- 2.5. Rewards Payments and any enrollment bonuses are available while Program funds last. Any Rewards Payments will be issued to participating Customers once a year, after September 30th of each calendar year.
- 2.6. Alliant Energy reserves the right to withhold Rewards Payments for any Customers deemed by Alliant Energy to be violating the terms, conditions, and restrictions of the Program.
- 2.7. Participating customers will receive a one-time \$5 enrollment bonus for their Participation in the program.

3. Restrictions. Participating customers agrees that they will not:

- a) Use the Program for any unlawful purpose;
- b) Take any action that imposes or may impose (in Alliant Energy's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
- c) Infringe or violate the intellectual property rights or any other rights of Alliant Energy, Uplight, and their members, employees, vendors, and agents;
- d) Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- e) Use the Program for a commercial purpose;
- f) Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
- g) Decompile, reverse engineer, or otherwise attempt to obtain the source code, underlying ideas, or information relating to the Program.

4. Rewards Your Information. By submitting user data (“User Data”) and any other data (which may include Granular Usage Data as defined by the Alliant Energy Privacy Policy, which is available at <https://alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>), materials, content or information in connection with the Program, you are licensing such User Data and any other data, materials, content or information to Uplight and Alliant Energy for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your User Data and any other data, materials, content or information maintained by Alliant Energy and/or a device manufacturer solely in order for Uplight to provide the Program. You further agree that Alliant Energy 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 being served by Alliant Energy. For more information on the particular data that Uplight will receive access to, please contact Alliant Energy at support@alliantenergysmarthours.com or visit uplight.com/privacy-policy. Alliant Energy reserves the right to disclose your account number, federal tax ID and consumption data to its subcontractors for the sole purpose of administering the Program as needed or required. Subcontractors are contractually obligated to protect the confidentiality of this information.

5. Costs. Alliant Energy and Uplight are not responsible for providing the systems necessary to participate in the Program, such as any devices or internet access.

6. 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. ALLIANT ENERGY 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, NONINFRINGEMENT OR NONMISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. Alliant Energy AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

Without limiting the foregoing, Alliant Energy 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. Alliant Energy reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by Alliant Energy or Uplight, nor do Alliant Energy or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

7. Indemnification. You agree to indemnify, hold harmless and release Uplight and Alliant Energy, their officers, directors, affiliates, employees and agents, from and against any and all actions or claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney’s fees and costs, arising out of or in any way connected with your participation in the Program, including in regard to the installation, operation and disposal of equipment (and related materials) covered herein and any liability from incidental, special, exemplary, or consequential damages.

8. Limitation of Liability.

8.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR ALLIANT ENERGY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR ALLIANT ENERGY 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 ALLIANT ENERGY HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

8.2. *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.

9. Termination.

- 9.1. *Termination By Alliant Energy.* Alliant Energy 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.
- 9.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to support@alliantenergysmarthours.com.
- 9.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. Alliant Energy and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.
- 9.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those obligations of either party which are intended to survive such suspension, termination or cancellation.

10. General.

- 10.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Wisconsin, 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 Alliant Energy has not adhered to these Terms, please contact us by email at support@alliantenergysmarthours.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 Alliant Energy or Uplight. If you and Alliant Energy or Uplight are unable to reach a resolution to the dispute, you and Alliant Energy or Uplight will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at Alliant Energy's Madison, Wisconsin office. Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND Alliant Energy ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Alliant Energy otherwise agree in writing, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. 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.
- 10.2. *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.
- 10.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between Alliant Energy or Uplight and you regarding the Program and supersede and replace any prior agreements regarding the same.
- 10.4. *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 Alliant Energy. Any purported assignment or delegation by you without the appropriate prior written consent of Alliant Energy will be invalid.
- 10.5. *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 Alliant Energy to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 10.6. *Force Majeure:* Neither Alliant Energy nor Uplight shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond their reasonable control, including,

without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond their control.

- 10.7 *Questions.* If you have questions about these Terms, please contact Alliant Energy at 1-800-ALLIANT or email us at support@alliantenergysmarthours.com.
- 10.8 *Communications.* By participating in this Program, you agree to receive emails from Uplight, Alliant Energy or their partners at the email address provided for this Program. These emails may contain information about Alliant Energy'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 contacting Alliant Energy at 1-800-255-4268 or support@alliantenergysmarthours.com however, it may take up to 10 days for your opt-out request to take effect.
- 10.9 *Tax Information.* Payment Rewards 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 or business, you may be eligible for a federal tax credit. Visit www.energystar.gov/taxcredits for more information. Neither Alliant Energy nor Uplight is not responsible for any tax liability imposed on the rebate recipient as a result of the payment of incentives.