

Instant Rebate Coupon Terms & Conditions

These Standard Terms and Conditions for Participants and the Participation Application (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of receiving coupons for products related to energy efficient measures (“**EEM**”), the “**Program**” funded by Oncor Electric Delivery Company LLC (“**Sponsor**”). CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that the state regulatory governing body (the “**PUC**”) and Sponsor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **APPLICATION:** This application (“Participation Application”) must be filled out completely, truthfully and accurately. Incentives provided through this platform in the form of an Instant Rebate Coupon are subject to funding availability and may change. The person submitting this application is the “Participant.” By submitting this application, Participant certifies that he/she is eligible for Sponsor services and incentives.

2. **ELIGIBILITY:** Instant Rebate Coupon codes are available to Participants who are residential service customers of Sponsor (“Customers”). Participant may receive a maximum of two Instant Rebate Coupons per home, based upon the unique ESID for that structure, every 11 years. Resale products, products leased, rebuilt, rented, received from insurance claims, won as a prize, or new parts installed in existing products do not qualify for Instant Rebate Coupons. The product being discounted must be installed in a residential dwelling structure that is fully constructed, occupied, is not a multi-family dwelling, and is not new construction (defined as a residential structure built as a brand-new structure within the preceding 12 months). Sponsor reserves the right to verify installation. Final determination of eligibility for Instant Rebate Coupon shall rest solely with Sponsor. CLEAResult may request verification of eligibility requirements at any time during the Program period.

3. **INSTANT REBATE COUPON:** An “Instant Rebate Coupon” is the coupon code offered to eligible Participants that allows Participants to receive a discount at selected point of purchase location (physical or virtual). Instant Rebate Coupons for brick-and-mortar stores will include a barcode in addition to a uniquely identifying set of alphanumeric numbers that are eligible for a given retailer or manufacturer for a given time period. Sponsor’s incentives for the purchase and installation of a qualifying smart thermostat are paid in the form of an Instant Rebate Coupon to use at checkout. Participant is not eligible for payment through a cash-back incentive for the purchase of a smart thermostat using an Instant Rebate Coupon. Incentives in the form of Instant Rebate Coupon for energy-saving measures are limited to the amounts provided by Sponsor. These amounts are subject to change. Current incentive amounts are identified on the web at <https://www.oncor.com/takealloadofftexas/>. Contact Sponsor with any questions.

4. **PROPERTY RIGHTS, SAFETY AND BUILDING CODES, VERIFICATION:** Participant represents that Participant has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord’s consent has been obtained. Participant also represents that, with respect to the products referenced in this application: (i) installation complies with all federal, state and local safety, building and environmental codes, and (ii) products are installed per manufacturer’s instructions. Participant’s home may be selected for quality control post-installation.

5. **TAX LIABILITY:** Sponsor is not responsible for any tax liability, which may be imposed on the Participant as a result of Instant Rebate Coupons. Sponsor is not providing tax advice, and any communication by Sponsor is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

6. **NO ENDORSEMENT:** Sponsor does not endorse any particular manufacturer, contractor, or product. The fact that the names of particular manufacturers, contractors, products, or systems may appear on this Participation Application does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

7. **ENERGY INFORMATION AND COMMUNICATIONS RELEASE:** Participant authorizes Sponsor to access energy usage data relating to the property on which energy-saving measures have been completed and/or installed by accessing the electric and natural gas accounts at the physical address of the project. Participant agrees to provide other reasonable assistance to Sponsor to obtain such information. Participant agrees to allow Sponsor to contact Participant regarding Instant Rebate Coupon offerings. This release supersedes any previous request by the Participant to not be contacted. Sponsor will adhere to "do not contact" requests for communications unrelated to Instant Rebate Coupon incentives. Additionally, by participating in this Instant Rebate Coupon offer, Participant is opting in to receive communications from Sponsor or the Participant's utility regarding energy-efficiency offerings available to the Participant through the use of their smart thermostat, including but not limited to utility communications for demand response efforts.

8. **PRIVACY POLICY:** Information provided to Sponsor is subject to Sponsor's Privacy Policy. This policy provides that Sponsor may include Participant's name, Sponsor services and resulting energy savings in reports or other documentation submitted to the Texas Public Utility Commission for the purpose of program evaluation. Oncor Electric Delivery Company LLC will treat all other Participant information as confidential and report it only in the aggregate. Sponsor's Privacy Policy is at <https://www.oncor.com/SitePages/PrivacyPolicy.aspx>.

9. **NO WARRANTY: CLEARRESULT, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEARRESULT SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.**

10. **INDEMNIFICATION; LIMIT ON LIABILITY: CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEARRESULT AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEARRESULT, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.**

11. **MISCELLANEOUS:** This Agreement shall be governed by and construed under the laws of Texas, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEARResult. CLEARResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this

Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 5 through 10 shall survive the term of this Agreement.

I have read, understood, and agree to the Terms and Conditions.