

Ameren Missouri – Peak Time Savings Program – Customer Terms and Conditions

Thank you for your interest in participating in the Ameren Missouri Peak Time Savings program (the “Program”). The Program is offered by Ameren Missouri and its partners, including Franklin Energy, LLC and Tendril Networks, Inc (“Ameren Missouri”). These Terms of Use (these “Terms”) are a legal agreement between you and Ameren Missouri governing your participation in the Program.

BY CLICKING [“ACCEPT”] 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.

You certify that all information entered into this site for enrollment into the Peak Time Savings program is accurate and complete. This offer is valid for Ameren Missouri residential electric customers. In order to qualify customers must live in single-family homes and not participate in a time of use rate, net metering, or be listed in the Medical Equipment Registry. I understand that the program is available until fully subscribed and that incentive amounts are subject to change without notice. I authorize Ameren Missouri to share information about my account including my name, street address, account number, electrical usage and billing information with their approved contractors hired to implement and measure the performance of the program. Customer information will be kept confidential by the contractors.

1. The Program.

- 1.1. *Description.* The Program is available until December 31, 2021, unless the program is approved to continue by the Missouri Public Service Commission, in which case Program participation will continue until the customer withdraws from the Program.
- 1.2. *Devices.* By participating in the Program you hereby grant to Ameren Missouri the right to remotely access and control one or more smart thermostats 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 terms. By authorizing a Device, you understand and agree that you are enabling Ameren Missouri to control that Device in connection with the Program.
- 1.3. *Control.* As part of this Program, Ameren Missouri will make changes to the temperature setpoint on your Device without any manual intervention by you. At any time that you desire, 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.
- 1.4. *Changes.* Ameren Missouri reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

2. Eligibility. This program is available to Ameren Missouri residential electric customers only. In order to register for the Program, you agree to provide to Ameren Missouri information to verify your eligibility for the Program. You agree that the information that you provide to Ameren Missouri in connection with the Program (“User Data”) will be true, accurate, current and complete. Eligibility requirements are listed at AmerenMissouriSavings.com/hvac.

3. Incentives. In connection with the Program, Ameren Missouri may offer certain rebates, offers, or other incentives (“Incentives”). Ameren Missouri 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, Ameren Missouri reserves the right to

eliminate Incentives if you opt out of 3 or more Events ("Events" as defined in the Program FAQs) in any 12 months period.

4. **Your Information.** By submitting User Data and any other data, materials, or information in connection with the Program, you are licensing such information to Ameren Missouri for the purpose of providing the Program. In addition, you hereby authorize Ameren Missouri to access your information maintained by Ameren Missouri and/or Device Manufacturer solely in order for Ameren Missouri to provide the Program. You understand and agree that by authorizing Ameren Missouri to control your Device in connection with the Program, Ameren Missouri may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that Ameren Missouri will receive access to, please contact Ameren Missouri at savings@amerenmissouri.com
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.** Ameren Missouri is not responsible for costs associated with 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. AMEREN MISSOURI EXPRESSLY DISCLAIMS 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. AMEREN MISSOURI MAKES NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.
8. **Indemnification.** You agree to indemnify, and hold Ameren Missouri, its officers, directors, employees and agents, harmless from and against any 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.
9. **Limitation of Liability.**
 - 9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL AMEREN MISSOURI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF AMEREN MISSOURI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL AMEREN MISSOURI 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 Ameren Missouri.* Ameren Missouri 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. *Your Termination.* You may terminate your participation at any time and for any reason by sending an email to savings@amerenmissouri.com.
 - 10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease.
 - 10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect your obligations under these 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 Missouri, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you have any issues regarding these Terms, please contact us by e-mail at savings@amerenmissouri.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. If you and Ameren Missouri are unable to reach a resolution to the dispute, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be St. Louis, Missouri. The arbitration shall be governed by the laws of the State of Missouri. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND AMEREN MISSOURI 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 Ameren Missouri 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.
- 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 for the installation of qualifying equipment within your residence and participation in the Program. 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 Ameren Missouri 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 Ameren Missouri. Any purported assignment or delegation by you without the appropriate prior written consent of Ameren Missouri 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 Ameren Missouri 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 Ameren Missouri at Savings@amerenmissouri.com.
- 11.7. By participating in this Program, you agree to receive emails from Ameren Missouri or its partners at the email address provided for this Program. These emails may contain information about Ameren's products and services; other energy related products, services and Programs; as well as energy related legislative and environmental issues. These emails may be sent by Ameren or third parties.