



REU Smart Energy Program

SMART ENERGY PROGRAM Participant Service Agreement

This Agreement to Participate in Rockwood Electric Utility's **SMART ENERGY PROGRAM** The "Program") is entered into on _____, 20__, (the "Effective Date"), by and among Rockwood Electric Utility (REU) and _____ ("Program Participant"), residing or doing business at Program Participant's premises at _____ ("Location") with an e-mail address of _____

Rockwood Electric Utility currently provides electric utility services to Program Participant. REU has implemented a Program to provide technology products and utility management services including software, equipment, and hosted Internet services. REU desires to provide installation, energy management and customer support services relating to the Program to individual Program Participants as described hereunder (the "Services"), and Program Participant desires to participate pursuant to the terms and conditions set forth herein. The parties hereby agree as follows:

1. Upon execution of this Agreement, REU (or its designated subcontractor) will install certain hardware (including embedded software and communications equipment) on and in the Location in connection with the Program, including but not limited to, application software, gateways, meters, smart relays (device controllers) and wireless thermostats (collectively, the "Equipment") for the purpose of providing all marketed Services. Following installation of the Equipment, REU will provide commercially reasonable customer support services to Program Participant relating to Program Participant's use of the Equipment and general participation in the Program. Program Participant may request such customer support services via phone at (865) 354-0514 or (855) 851-5271, or via e-mail at smartenergy@rockwoodelectric.com.
2. Program Participant hereby expressly grants to REU or its designated contractors the right to enter and access the exterior and interior of the Location and take the necessary actions in order to install the Equipment and, following such installation, in order to monitor and maintain such installed Equipment. Neither REU, nor its designated contractors, will enter or access the interior of the Location without first notifying, and obtaining permission from Program Participant. Program Participant hereby expressly acknowledges and agrees that REU shall own and possess full right and title in and to the Program Equipment.
3. Program Participant hereby expressly grants to REU (i) permission to control, during periods of peak electric usage and other critical circumstances, the settings and operation of Program Participant's HVAC(s), water heater(s) and other applicable appliances based on instructions and settings designated by the Program Participant, and (ii) permission to collect, store and use information and data generated through use of the Equipment for internal business purposes and to further analyze and improve upon the Equipment and the Services.



REU Smart Energy Program

4. REU shall warrant all Equipment provided by REU to Program Participant according to the original manufacturers' warranties. Equipment warranties do not cover:
 - a) failure to operate and maintain the Equipment in accordance with manufacturer instructions or prudent practices,
 - b) normal wear and tear,
 - c) damage due to power surges or outages,
 - d) intentional damage, or
 - e) use for purposes other than as intended pursuant to this Agreement.

REU shall warrant all Services provided to Program Participant under this Agreement for a period of one year from performance of a Service. At the end of the Equipment warranty period, Participant is eligible to purchase replacement Equipment at replacement cost plus installation fees.

5. Except for damages caused by REU gross negligence or willful misconduct, Program Participant expressly acknowledges and agrees that REU shall not be liable to Program Participant for any direct, indirect, special, incidental or consequential damages of any nature, including, but not limited to (a) damages relating to the Program content, (b) damages from the installation or removal of the equipment, (c) damages from the introduction of computer viruses, or (d) damages caused by interruption, termination, or failed operation of appliances, utilities or telecommunication services.
6. Any Program Participant claims or issues as to the equipment will be resolved by REU according to applicable laws.
7. If the Program Participant rents the Location of the Services, the Program Participant must receive written approval by the owner or lessor to participate in the Program.
8. The term of this Agreement shall begin on the Effective Date and end after twelve (12) months (the "Term"), provided that REU may terminate this Agreement at any time. Upon termination or expiration of this Agreement, within sixty (60) days REU may remove or disconnect communications to all Equipment and may remove or disconnect home area network communications to the gateway, whereupon all Services under this Agreement shall cease. Should the Program Participant choose to discontinue the Program prior to the end of the Term, a charge of **\$100.00** will be applied to the following billing period. Any provision of this Agreement which by its terms or by its nature survives, shall survive the termination or expiration of this Agreement.
9. Term Renewal. At the end of the original term, the services will be automatically renewed for an additional twelve (12) month term. Following the original twelve (12) month term, the Program Participant may terminate the program with a thirty (30) day written notice.



REU Smart Energy Program

10. This Agreement will be governed by the laws of the State of Tennessee without regard to its conflicts-of-law provisions. This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement may be executed in counterparts. This Agreement may not be amended or modified except by a written instrument signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Program Participant shall not assign or transfer this Agreement without REU prior written consent. The parties acknowledge that REU is an independent contractor and that nothing in this Agreement shall be construed so as to create any partnership, joint venture, or employee-employer relationship.

REU Representative
Print First/Last Name

Program Participant
Print First/Last Name

Signature

Signature

Date

Date