

PSE&G SMART THERMOSTAT REBATE PROGRAM
REBATE APPLICATION TERMS AND CONDITIONS

Public Service Electric and Gas Company (PSE&G) is offering smart thermostat rebates to assist Residential Customers in making energy efficient home improvements.

Rebate offering is **UP TO \$125** per smart thermostat (maximum two rebates). Rebate paid will not exceed the purchase price of the smart thermostat (excluding taxes, shipping and installation charges).

PROGRAM EFFECTIVE DATES

Smart thermostat rebates are available until Program funding is exhausted.

PARTICIPATION RELEASE

Customers receiving a smart thermostat rebate from PSE&G authorize the release of all data (inclusive of smart thermostat operation and program participation information) to PSE&G and any contractor or other vendor providing services or support to PSE&G under any of its Energy Efficiency programs. Customers receiving a smart thermostat rebate from PSE&G also agree to allow PSE&G and/or its Program Evaluation vendor, to contact them for purposes of Program evaluation studies.

CUSTOMER CONFIDENTIALITY

PSE&G will consider all customer information obtained under the Program to be confidential, and PSE&G and its program delivery contractor will not use your information for any purpose other than in connection with PSE&G's energy efficiency programs. Customer expressly understands that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data as well as to prepare and submit to New Jersey regulators Program evaluation reports. To meet regulatory program reporting and evaluation requirements, customer information will be utilized to report program results and conduct program evaluation functions including, but not limited to, surveys and energy savings reporting. Customer-specific personal information will not be identified in program or evaluation reports.

INSPECTIONS

PSE&G reserves the right to inspect all rebated products to verify compliance with Program rules. This may include post-installation inspections or participant interviews. Upon reasonable notice by PSE&G, the Customer must allow access to the installed product for a period of four (4) years after receipt of the rebate from PSE&G.

THERMOSTAT INSTALLATION

Customer is responsible for installation of the thermostat within 60 days of purchase. PSE&G thermostat installation services are not available for the PSE&G Smart Thermostat Rebate Program. Please note that PSE&G's WorryFree® Protection Plans do not cover the installation, or any repairs necessitated by the installation, of new smart thermostats purchased on the PSE&G Marketplace.

The old thermostat must be disposed of in accordance with applicable codes and ordinances.

RELEASE OF LIABILITY

PSE&G, its program administrators and implementers, disclaim any and all liability, loss or damage and make no guarantees related to:

- Participation in the Program, including use or installation of the Smart Thermostat.
- Any taxes that may be imposed as a result of participation in the Program.

DISPUTES/GOVERNING LAW

This application shall be exclusively governed by and interpreted in accordance with the laws of the State of New Jersey. Any litigation between the parties shall be prosecuted only in the state or federal courts located in Essex County, New Jersey.

TOXIC MATERIALS

Neither PSE&G, nor its consultants, contractors and/or subcontractors, shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with Customer's home, including, without limitation, asbestos, asbestos products, PCBs, mercury or any other toxic substances.

LIMITATIONS OF LIABILITY

The Customer shall independently evaluate any advice or information offered by PSE&G related to estimates of electricity savings or program costs and is solely responsible for the selection and implementation of the Smart Thermostat(s). IN NO EVENT WILL PSE&G, ITS CONSULTANTS, CONTRACTORS AND/OR SUBCONTRACTORS, BE LIABLE FOR THE CUSTOMER'S FAILURE TO ACHIEVE A SPECIFIED AMOUNT OF ENERGY SAVINGS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION OF SMART THERMOSTATS AT THE CUSTOMER'S HOME. IN NO EVENT WILL PSE&G BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE CUSTOMER'S PARTICIPATION IN THIS PROGRAM. Each party hereby agrees to defend, indemnify and hold harmless the other party, its consultants, contractors and

subcontractors, and their respective officers, employees, agents, assigns, and successors in-interest (“Indemnified Parties”) from and against any third-party claims, damages, losses, liability, costs (including attorney’s fees and expenses) for bodily injury to any person (including death resulting therefrom) and property damage arising out of or in connection with the Program, except to the extent such claims, damages, losses, liability and costs are caused by the negligence or willful misconduct of the other party.

ENERGY SAVINGS

PSE&G does not guarantee energy savings will be achieved and does not make any warranties associated with the product eligible for incentives under this program. PSE&G has no obligations regarding, and does not endorse or guarantee, any claims, promises, representations, or work made or performed, or equipment furnished or installed by any contractors, subcontractors, or vendors that sell or install energy efficiency products. The Customer shall be entitled to the energy cost savings realized by the Customer that result from the installation of smart thermostats at the Customer’s site. In consideration of the services provided by PSE&G as part of this Program, the Customer agrees that PSE&G is entitled to 100 percent of the rights and benefits associated with the measures, including, without limitation, PJM products and all other current or future attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation, and the Customer waives, and agrees not to seek, any right to the same.

PSE&G may participate in the PJM Capacity Market through the demand reductions achieved by the smart thermostats installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation to Customer. PSE&G’s ownership of the Project’s demand reductions does not affect Customer’s ownership of the smart thermostats nor the energy savings derived from the smart thermostats.