

Connected Home Plan Terms and Conditions
(Provider Installation)

Please read this document carefully and keep it for reference. These Terms and Conditions, together with the Declarations Page, constitute the entire agreement (“Agreement”) between you and the “Provider” identified on the Declarations Page, pertaining to the Connected Home Plan (the “Plan”) that you have purchased as stated on the Declarations Page. The laws of the state in which your service address is located govern interpretation of this Agreement. The Provider may change the terms of, or add new terms to, the Plan and this Agreement at any time in accordance with applicable law. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). It is important that you read the Arbitration section carefully.

What is Included in the Plan(s):

Connected Home Plan: Provider will provide and install one (1) smart thermostat selected by you from among the options currently offered under the Plan, as stated in your Declarations Page. The smart thermostat will be shipped from the original equipment manufacturer (OEM) directly to the service address listed in your Declarations Page. As part of the Plan enrollment, you may schedule installation of the smart thermostat by following the instructions below under “How to Make a Service Call.” The Service Contractor will remove any existing thermostat, if applicable, and perform physical installation of the smart thermostat in accordance with the OEM’s instructions and assist with portal set up for your “Connected Home Service.”

The “Connected Home Service” is an online HVAC monitoring and energy efficiency (EE) analytics service for the residence where the smart thermostat is installed. A complete installation includes the physical installation of the thermostat, as well as connection to Wi-Fi, (you are responsible for ensuring reliable Wi-Fi and Internet access is available before the technician arrives) and customer portal set up with temporary passwords for both the thermostat OEM’s portal and the FirstEnergy Connected Home portal. These service components will be available as reports on the Provider’s web portal and as outbound messages via optional email SMS alerts and/or text messages (standard message rates apply).

Connected Home Plus Plan: Includes all services described above for the Connected Home Plan. In addition, you will receive enrollment in Provider’s HVAC Maintenance Plan. The terms and conditions of the HVAC Maintenance Plan are set forth in the HVAC Maintenance Plan Terms and Conditions. A copy of the HVAC Maintenance Plan Terms and Conditions will be provided to you upon enrollment, and you may request a copy in advance by contacting Provider.

What is Not Included in the Plan(s):

The Provider will not be responsible for providing any products or services not specifically listed above in “What is Included in the Plan(s).” Without limiting the foregoing, the Plan(s) does not cover: (a) alteration, repair, maintenance, updating, or replacement parts for any furnace, heat pump, or central air conditioning unit, electrical system, or other equipment or system; (b) removal, replacement, or repair of drywall, paint, or other household wall or structural components; (c) alteration of the smart thermostat outside of normal installation; (d) batteries; (e) any faceplate or other parts or supplies not included in the manufacturer’s package.

The Plan(s) covers smart thermostat connection to one (1) HVAC unit of each type located at the service address identified on the Declarations Page. In order to be covered by the Plan(s), your HVAC unit(s) and existing thermostat connection must: (a) be compatible with the smart thermostat selected by you, as listed by OEM’s specifications; (b) meet local, state, and federal codes; (c) satisfy OEM requirements for safe and proper operation; and (d) be readily accessible to the Service Contractor. The Plan(s) is limited to residential-use property. If your service address is a rental property, you represent that you are authorized to perform the specified services to the covered equipment. Provider may refuse to provide service or deny enrollment under the Plan(s) if eligibility requirements are not met.

You must contact Provider to schedule each service through an authorized Service Contractor, as stated below under “How to Make a Service Call.”

Remote and online features of the smart thermostat, and the Connected Home Service, are provided by the OEM and other third-party providers (the “Independent Service Companies”), which are independent companies not affiliated with Provider. In order to receive full functionality of the smart thermostat, you may be required to provide and maintain, at your own cost, Wi-Fi and Internet connectivity, a mobile or other device that is compatible with the OEM’s software and communication protocol, and other equipment or services. You may also be required to establish and maintain access to user accounts with or as specified by Provider and the Independent Service Companies. Any such services are subject to license terms, terms of service, policies, and other terms and agreements established by Provider and the Independent Service Companies from time to time. Provider is not responsible for configuring or advising on products or services other than the physical installation of the smart thermostat device and assisting with the initial portal set up. Provider is not responsible for the availability or performance of the remote and online features of the smart thermostat, and the Connected Home Service.

How to Make a Service Call: Please follow the process described below to obtain coverage under the Plan(s). Provider will not reimburse you for any fees or costs of parts

or service except under this process. Provider will not reimburse you for work performed by a person not specifically assigned by Provider, or for services performed without Provider's authorization. Provider's Service Contractor will submit its fees for authorized Plan(s) services directly to Provider and you will not be required to pay the Service Contractor for authorized Plan(s) services.

You must call **(866) 747-7893** to schedule a service appointment. All service calls will occur during regular working hours (8:00am-5:00pm, Monday through Friday).

All services will be performed by an authorized technician selected by Provider from its network of approved third-party service contractors (the "Service Contractor"). Provider has the sole and absolute right to (i) select the Service Contractor to perform the service and (ii) determine the rates and other pricing terms under which the Service Contractors will be compensated. Service Contractors are independent contractors and not employees or agents of Provider or its affiliates, and are not authorized by Provider to perform services outside of the scope of the Plan(s). If you elect to retain the Service Contractor to perform other services on your behalf, you must enter into a separate agreement between you and the Service Contractor for those services with payment to be made by you directly to the Service Contractor. Provider is not responsible for any services performed by the Service Contractor outside of the scope of the Plan(s).

You must provide the Service Contractor with safe and reasonable access to all covered products, and related systems and lines. You must be current on all payments in order to be covered under this Agreement.

Information Sharing: Provider, OEM, and the Independent Service Companies, may share between them any information necessary to confirm your enrollment in the Plan(s) and to operate any remote and online features; collect information from your smart thermostat, any remote and online features, and any other information shared during the fulfillment of your Connected Home Service; review and analyze such information for purposes of fulfilling their obligations under the Plan(s) and any remote and online features, improving the Plan(s) and any remote and online features, and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such data in accordance with their respective privacy policies; exchange data related to your identity and your service account status with Provider and the Independent Service Companies solely for the purposes of fulfilling their obligations under the Plan(s); and summarize the results of the Plan(s) and any remote and online features in publicly-available studies, provided that any data included in such studies will be anonymized such that you are not individually identifiable.

Term of Coverage and Cancellation: The "Effective Date" of this Agreement is listed on the Declarations Page. This Agreement is for a term of twenty-four (24) months starting on the Effective Date and will automatically renew for additional twelve (12) month annual term(s) thereafter unless cancelled as provided below. You may cancel this Agreement at any time as described below by notifying Provider at the phone number indicated on the Declarations Page. Provider may cancel this Agreement at any time for misrepresentation or non-payment by you; for violation of any of the Terms and Conditions of this Agreement; if required to do so by any regulatory authority; or if the Provider, for its convenience and in its sole discretion, makes a commercial decision to generally discontinue the Plan(s) or to discontinue your specific participation in the Plan(s).

If either you or Provider cancels this Agreement within thirty (30) days from the Agreement's Effective Date and you have not received a smart thermostat or had service performed hereunder, you will receive a full refund of Plan(s) payments made by you. If either you or Provider cancels this Agreement more than thirty (30) days from the Agreement Effective Date and you have not received a smart thermostat or had service performed, the Plan(s) will terminate immediately without requirement for any further additional payment by you. If either you or Provider cancels this Agreement and you have received a smart thermostat or had service performed, then you will be invoiced for the amount of the monthly fees for all unpaid months through the remainder of the initial twenty-four (24) month term. In addition, if you have enrolled in the Connected Home Plus Plan and you have had service performed during the then-current annual term, you may incur additional charges as set forth in the HVAC Maintenance Plans Terms and Conditions. If you move to a new service address, this Agreement will be deemed cancelled by you. Upon termination of this Agreement, ownership of the smart thermostat equipment will transfer to you, and you will be responsible for any repair, replacement, removal, and other costs of the equipment.

Price/Billing: The amount of your monthly charge is provided in the Declarations Page. In addition to your monthly charge, you may be billed for applicable taxes or surcharges associated with your state of residence. The initial charges will be submitted for billing five (5) business days after the Agreement's Effective Date. Each subsequent monthly charge will be submitted for billing on or about the same day of the month as your initial charge was submitted. The charge for this Agreement on your bill or credit card shall serve as the invoice for the service. On notice to you, Provider may change the means by which you are invoiced and billed for your services. If your billing method is a utility bill, your payments will be applied in accordance with the utility's prioritization of payments schedule. By applying for the services, you consent to Provider inquiring about your credit or payment history at

any time as it relates to your ability to pay for the services, and you consent to disclosure of your customer information by your electric utility to third parties to the extent necessary to administer the Plan(s).

Warranty: PROVIDER AND ITS AFFILIATES ARE NOT THE MANUFACTURER OR PROVIDER OF THE PRODUCTS, SYSTEMS, AND REMOTE OR ONLINE SERVICES COVERED UNDER THIS AGREEMENT AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP OR PERFORMANCE OF THE PRODUCTS, SYSTEMS, AND REMOTE OR ONLINE SERVICES COVERED BY THE PLAN(S). During the initial twenty-four (24) month term of this Agreement, the smart thermostat, and other equipment provided under the Plan will be covered only by the OEM's warranty, if any. After the initial twenty-four (24) month term of this Agreement, and continuing until this Agreement is cancelled by you or by Provider, Provider will provide an extended warranty on smart thermostat equipment on the same terms and conditions as the OEM's warranty.

Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LIABILITY OF PROVIDER, ITS PARENT AND AFFILIATES, AND THE SERVICE CONTRACTOR SHALL BE LIMITED TO THREE (3) TIMES THE AMOUNT PAID UNDER THE PLAN(S) BY YOU DURING THE PREVIOUS TWELVE (12) MONTHS. PROVIDER IS NOT RESPONSIBLE FOR ANY SERVICES PERFORMED BY THE SERVICE CONTRACTOR OUTSIDE OF THE SCOPE OF THE PLAN(S).

Communications: Provider may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your account, mobile notifications, hard copy, or posting of such notice on www.firstenergycorp.com.

Assignment; Miscellaneous Terms: This Agreement may be assigned by Provider without notice to you. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable legal requirements. Unless the context of this

Agreement otherwise clearly requires, references in the plural form include the singular and vice versa.

THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION:

Except as otherwise required by law or as otherwise expressly permitted under this Agreement, any claim, dispute, or controversy between you and Provider that arises from or relates to this Agreement or the Plan(s) (individually and collectively, a "Claim") shall be resolved by binding individual arbitration. This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and is filed in, a small claims court. All issues relating to the Claim are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of Paragraph (3) below, shall be determined by a court and not the arbitrator. If arbitration is chosen by any party, the following shall apply:

(1) NEITHER YOU NOR PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR AS OTHERWISE EXPRESSLY PERMITTED UNDER THIS AGREEMENT.

(2) The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory damages, but excluding any categories or types of damages that are not recoverable under the "Limitation of Liability" section of this Agreement; attorneys' fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect or include a recovery for or on behalf of any other person or claimant. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation.

(3) WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. All arbitrations shall proceed on an individual basis. You and Provider agree that each may bring claims against the other in arbitration only in your respective individual capacities and in so doing you and Provider hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and/or to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) shall remain in court and be severed from any arbitration. Provider does not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

(4) The arbitration shall be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. If AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless you and Provider agree otherwise, any arbitration hearing shall take place in the federal judicial district where you reside. We encourage you to call Provider before filing a claim for arbitration to see if the dispute may be resolved be settled prior to arbitration. Provider will pay all filing, administrative, arbitrator, and hearing costs. Provider waives any rights they may have to recover an award of attorneys’ fees and expenses against you. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(5) The arbitrator’s decision will generally be final and binding, except for limited rights of appeal provided by the Federal Arbitration Act.

(6) Other rights that you would have if you went to court may not be available in arbitration.

This Arbitration Provision shall survive termination of this Agreement and your enrollment in the Plan. Notwithstanding any language in this Agreement to the contrary, this Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.