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INDIANA UTILITY
REGULATORY COMMISSION

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

VERIFIED PETITION OF INDIANAPOLIS)
POWER & LIGHT COMPANY D/B/A AES)
INDIANA PURSUANT TO IND. CODE 8-1-2.5-)
5 AND 8-1.2.5-6 FOR THE COMMISSION TO)
DECLINE TO EXERCISE JURISDICTION)
OVER AND APPROVE AN ALTERNATIVE) CAUSE NO. 45584
REGULATORY PLAN FOR THE OFFERING)
OF A CLEAN ENERGY SUBSCRIPTION)
OPTION WITH FLAT MONTHLY BILLING)
FOR RESIDENTIAL CUSTOMERS ("AES)
INDIANA PLUS SUBSCRIPTION"))

PETITIONER SUBMISSION OF REBUTTAL TESTIMONY OF
SHARON SCHRODER

Indianapolis Power & Light Company d/b/a/ AES Indiana by counsel, hereby submits the
rebuttal testimony and attachments of Sharon Schroder.

Respectfully submitted,

IURC
PETITIONER'S 2
EXHIBIT NO. 1-12-22
DATE REPORTER

OFFICIAL
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this 10th day of November, 2021, by email transmission, or United States Mail, first class, postage prepaid to:

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VERIFIED REBUTTAL TESTIMONY
OF
SHARON SCHRODER
ON BEHALF OF
INDIANAPOLIS POWER & LIGHT COMPANY
D/B/A AES INDIANA

CAUSE NO. 45584

**VERIFIED REBUTTAL TESTIMONY OF SHARON SCHRODER
ON BEHALF OF AES INDIANA**

1 **I. Introduction**

2 **Q1. Please state your name, employer, position, and business address.**

3 A1. My name is Sharon Schroder. I am employed by AES US Services LLC as Managing
4 Director of Regulatory Affairs for Indianapolis Power & Light Company d/b/a AES
5 Indiana (“AES Indiana” or “Company”), as well as The Dayton Power and Light Company
6 d/b/a AES Ohio. My business address is One Monument Circle, Indianapolis, Indiana
7 46204.

8 **Q2. Are you the same Sharon Schroder that filed direct testimony on behalf of AES**
9 **Indiana in this Case?**

10 A2. Yes.

11 **Q3. Are you sponsoring any attachments?**

12 A3. Yes. I am sponsoring the following attachments:

- 13 • AES Indiana Attachment SRS-1R: Master Services Agreement between Uplight
14 and AES Indiana, dated December 23, 2020
- 15 • AES Indiana Attachment SRS-2R¹: AES Indiana Plus Subscription Terms and
16 Conditions – Updated (Redlined)
- 17 • AES Indiana Attachment SRS-3R: AES Indiana Plus App Terms of Service –
18 Updated (Redlined)
- 19 • AES Indiana Attachment SRS-4R: AES Indiana Plus App Design – Updated

¹ Within this attachment, the use of “terms and conditions” and “terms of service” are intended to be interchangeable.

- 1 • AES Indiana Attachment SRS-5R: AES Indiana Responses to OUCC DRs 3-5, 3-
2 8, and 3-9
- 3 • AES Indiana Attachment SRS-6R and SRS-6RC [Confidential]: AES Indiana
4 Public and Confidential Response to OUCC DR 1-2

5 **Q4. Were these attachments prepared or assembled by you or under your direction or**
6 **supervision?**

7 A4. Yes.

8 **Q5. What is the purpose of your rebuttal testimony?**

9 A5. My rebuttal testimony responds to the testimony of Barbara A. Smith offered on behalf of
10 the Indiana Office of Utility Consumer Counselor (“OUCC”). In particular, I address her
11 contention that the relief sought by the Company should be denied due to the involvement
12 of a Company affiliate; lack of cost transparency; inequitable fees and processes; and lack
13 of compliance with the Commission’s General Administrative Order (“GAO”) 2020-05,
14 Part V.²

15 **Q6. Before turning to these topics specifically, do you have a general response to the**
16 **OUCC’s opposition to the Company’s proposal?**

17 A6. Yes, as discussed below, I disagree with the OUCC position (Smith pp. 3-4) that the pilot
18 program should be offered by AES Indiana directly and without involvement of Uplight.
19 We have followed cost standards and established guardrails in our affiliate agreement to

² The absence of a specific response herein to every assertion made in OUCC witness Smith’s testimony should not be viewed as agreement with the contention.

1 maintain oversight of this pilot program.³ The Company’s innovative pilot program design
2 and associated consumer and company safeguards cannot be tested via the structure
3 suggested by the OUCC. To refute many of the claims in OUCC witness Smith’s testimony
4 I will illustrate:

- 5 • Using an Affiliate Benefits this Program Offering
- 6 • *AES Indiana Plus* is Transparent
- 7 • *AES Indiana Plus* Has Reasonable Program Fees and Processes
- 8 • *AES Indiana Plus* Complies with the General Administrative Order
9 (“GAO”) 2020-05

10 I also present in my testimony the clarifications and adjustments made by AES Indiana to
11 the pilot program to address certain concerns raised by the OUCC. These clarifications and
12 adjustments are summarized in QA 39.

13 **II. Using an Affiliate Benefits this Program Offering**

14 **Q7. OUCC witness Smith (pp. 1, 20) contends that the *AES Indiana Plus* Clean Energy**
15 **Subscription program should be rejected because the program “inappropriately**
16 **involves an unregulated affiliate company.” Please respond.**

17 **A7.** I disagree with the suggestion that the mere existence of the affiliate relationship is
18 inappropriate or grounds to reject this program. Agreements with affiliates are not
19 inherently bad per se; in fact, there are many benefits to utilizing an affiliate to support this
20 program offering.

³ AES Indiana Attachment SRS-1R.

1 AES Indiana's proposal seeks to test an innovative design that safeguards the interests of
2 non-Subscribers and reduces the financial risk of the option to AES Indiana, which is to
3 the benefit of all AES Indiana customers. As explained in my direct testimony, using AES
4 Indiana's affiliate Uplight as the vendor to offer the *AES Indiana Plus* Subscription pilot
5 program ("*AES Indiana Plus* Subscription") removes all financial risk from AES Indiana's
6 non-subscribing customers.⁴ As proposed by the Company's program structure, non-
7 subscribing customers bear no costs associated with this offering and AES Indiana bears
8 no risk of underpayment that could otherwise occur with a no true-up subscription product.

9 Further, if AES Indiana were to develop this program on its own, the Company would incur
10 the costs associated with developing, administering, and managing the program in their
11 entirety. As with the hundreds of instances AES Indiana uses vendors to procure services,
12 we do this because it is less expensive than building an organization that has the expertise
13 to do everything all the time. Vendors allow AES Indiana to take advantage of the
14 economies of scale that exists when a vendor can spread their costs over a number of
15 organizations that need their particular service.

16 AES Indiana structured this relationship to comply with the cost standards of affiliate
17 relationships. This cost standard reasonably safeguards against the possibility of
18 subsidization. The use of the cost standard – rather than an outright prohibition –
19 recognizes that working through and with affiliates can be beneficial to customers. The

⁴ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, p. 9, lines 14-20.

1 affiliated agreement has also been filed with the Commission in accordance with I.C. § 8-
2 1-2-49.⁵

3 As discussed in my direct testimony, AES Indiana is not paying Uplight to provide the *AES*
4 *Indiana Plus* Subscription offering. Nor is AES Indiana seeking any cost recovery in this
5 proceeding⁶ and AES Indiana is not asking to insert complicated record-keeping to carve
6 out or book expenses or revenues below the line. There are no program revenues, other
7 than the full tariff rate of the electricity used by the enrolled customers as paid by Uplight
8 to AES Indiana, and all expenses are borne by Uplight. The proposed program is neutral
9 to both non-subscribing customers and AES Indiana.

10 Therefore, I disagree the proposed *AES Indiana Plus* Subscription pilot should be rejected
11 because of the involvement of an affiliate.

12 **Q8. OUCC witness Smith contends (p. 3) Uplight has too much control over the program.**
13 **Do you agree that this concern warrants the rejection of the Pilot?**

14 A8. No. OUCC witness Smith asserts the relationship is unacceptable because Uplight: (1)
15 developed the mobile application; (2) determines the billing amount the customer pays; (3)
16 and controls changes in the contract terms with customers. I will discuss why AES Indiana
17 disagrees with these concerns below.

18 As with other AES Indiana programs, in order to offer the program effectively and cost
19 efficiently, AES Indiana is using a vendor to facilitate the *AES Indiana Plus* Subscription

⁵ See FERC rule 18 CFR § 35.39(e): (1) Unless otherwise permitted by Commission [FERC] rule or order, sales of any non-power goods or services by a franchised public utility with captive customers, to a market-regulated power sales affiliate must be at the higher of cost or market price. (2) Unless otherwise permitted by Commission [FERC] rule or order, sales of any non-power goods or services by a market-regulated power sales affiliate to an affiliated franchised public utility with captive customers may not be at a price above market.

⁶ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, p. 16, lines 3-6.

1 Program. Similar to other services offered through vendors, AES Indiana retains
2 responsibility to the IURC for providing useful and responsive programs. AES Indiana has
3 entered into a contract with Uplight to provide facilitation services within guidelines
4 established by AES Indiana. This contract, among other things, requires Uplight to meet
5 certain customer support response rates, meet software availability standards, and provide
6 timely renewal notices. Uplight does not have the ability to unilaterally change any of
7 these terms.

8 AES Indiana has provided meaningful guidance and input into the development of the
9 mobile application and the development of the *AES Indiana Plus* Subscription Program.
10 The program has built-in protections for customers from proposed changes to the
11 governing Terms and Conditions. Any changes to a Subscriber's Terms and Conditions
12 must be affirmatively agreed to by the customer. Should a Subscriber find a proposed
13 change to the Terms and Conditions to be objectionable, they can reject the change and be
14 released from the program with no Termination Fee (AES Indiana Attachment SRS-2R, p.
15 7).

16 **Q9. Do you agree with OUCC witness Smith (p. 3) that AES Indiana's proposal allows a**
17 **non-regulated affiliate to control the regulated utility's obligations contrary to**
18 **Indiana's utility regulatory process, does not protect customers, and does not serve**
19 **the public interest?**

20 A9. No. As discussed above, AES Indiana remains responsible for the program. AES Indiana
21 has worked with Uplight to provide Terms and Conditions which include safeguards for
22 customer's rights and expectations. This program is voluntary and will only be entered
23 into by customers that are looking for the cost certainty and to make an environmental

1 impact which this program offers. The proposed *AES Indiana Plus* Subscription is offered
2 through the *AES Indiana Plus* App, which responds to customer demand for mobile
3 services in today's digital technology world; this in turn benefits customers and AES
4 Indiana and promotes both clean energy and energy efficiency. Because the Company's
5 tariffed service and budget billing options will remain available, it is unnecessary for the
6 Commission to fully exercise its traditional regulation over this optional service. All non-
7 subscribing customers enjoy the complete protection that no costs will be borne by them.
8 This program is true to the regulatory principle that program beneficiaries bear the costs.
9 Should there be any complaints regarding the *AES Indiana Plus* Subscription Program,
10 AES Indiana will respond to the Commission's inquiries and work with customers to
11 resolve their concerns. Declination of jurisdiction will allow the Commission to explore
12 this option for the benefit of customers. This, along with my direct testimony⁷, is why I
13 disagree with Ms. Smith that approval of the Company's proposed pilot program is not in
14 the public interest.

15 **Q10. OUCC witness Smith (pp. 3-4) states that ratepayers are already paying AES**
16 **Indiana; they should not pay Usage Adders and Program Fees to a non-regulated**
17 **entity where the terms and costs lack transparency. Please respond.**

18 A10. The *AES Indiana Plus* Subscription Program is proposed as a voluntary AES Indiana
19 offering. AES Indiana is offering this program to give customers an alternative payment
20 option that is otherwise unavailable to them. AES Indiana is using a vendor, Uplight, to
21 provide this service. This program gives customers the certainty of paying a flat amount,

⁷ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, pp. 27-29.

1 without a true-up bill. In exchange for this certainty, the customer pays usage adders and
2 program fees that they deem reasonable in exchange for that certainty. Just like with other
3 similar programs, if any customer feels that the usage adders and/or the program fees are
4 unreasonable, they simply choose not to enroll.

5 **Q11. OUCC witness Smith states (pp. 3-4) that AES Indiana can and should offer this**
6 **Program directly like other utilities have done. She further asserts (p. 4) that Duke**
7 **Energy Indiana (“DEI”), Indiana Michigan Power Company (“I&M”), and even the**
8 **Company have successfully developed, implemented, and managed flat billing**
9 **programs without a 3rd party. Does this warrant the rejection of the Company’s**
10 **proposed AES Indiana Plus Clean Energy Subscription program?**

11 A11. No. It is important to remember that the *AES Indiana Plus* Subscription Program is a
12 unique offering to the State. No other program combines flat, no true-up billing with 100%
13 green energy. AES Indiana is seeking approval of this pilot program to explore customer
14 demand for this kind of offering and to learn from customers’ usage patterns once a pricing
15 signal has been removed, but DSM information is featured. Because the flat bill offering
16 is combined with a program that appeals to environmentally minded customers, we expect
17 this response to be different and unique from DEI’s, I&M’s, and even the Company’s
18 previous experience with flat billing.⁸ By partnering with a third party, AES Indiana can

⁸ In I&M’s last base rate case I&M sought regulatory accounting treatment to treat program costs and revenues as a component of I&M’s cost of service in subsequent rate proceedings. The Commission held: “It is too early to know the extent to which customers will participate or whether this program may be perceived as duplicative of existing alternatives. The Commission finds the accounting treatment of I&M’s EZ Bill Program is better addressed after sufficient data is available to review and verify actual program costs and profitability, as well as customer participation. At this time, I&M is unable to provide financial information due to the newness of this initiative. The Commission finds it prudent to wait to know and verify the EZ Bill Program costs before approving their recovery above-the-line. We, therefore, decline to determine the appropriate treatment in this Cause of these costs. *I&M* Cause No. 45235 (IURC Order September 11, 2020), p. 54.

1 learn from this program while avoiding the financial risk that comes with this uncertainty.
2 This arrangement is a reasonable innovation and Uplight is an appropriate partner to
3 manage this program.

4 **Q12. OUCC witness Smith (pp. 3-6) characterizes Uplight as not transparent, not**
5 **accountable, unchecked, and anti-consumer. Do you agree with this**
6 **characterization?**

7 A12. No. Uplight is well qualified to provide the services AES Indiana proposes in this case.
8 The company is not new to the industry. Uplight provides DSM services for utilities across
9 the United States. Uplight's experience with promoting energy efficiency and influencing
10 consumption patterns uniquely qualifies Uplight to take on and manage this risk. Uplight
11 is an industry leader in driving energy savings and demand reduction through personalized
12 tips and recommendations. This experience will benefit customers who elect to participate
13 in the subscription offering by encouraging behavioral energy efficiency as well as
14 participation in other AES Indiana energy saving programs.

15 **Q13. OUCC witness Smith (p. 4) asserts that while AES Indiana claims participants are**
16 **still AES Indiana customers, the proposal transfers the core utility function of billing**
17 **to the unregulated affiliate. Please respond.**

18 A13. I disagree. AES Indiana will still maintain its core billing function for all of its customers
19 because all Subscribers and non-Subscribers will continue to receive their tariff-calculated
20 AES Indiana bill, either in hard copy or on the AES Indiana website. Therefore,
21 Subscribers will continue to have access to the same billing information from AES Indiana

1 as non-Subscribers do. Subscribers will simply have voluntarily elected another bill
2 payment and subscription pricing option.

3 **Q14. OUCC witness Smith (p. 4) asserts that AES Indiana’s proposal unnecessarily clouds**
4 **the determination of ultimate responsibility for resolving customer disputes. Please**
5 **respond.**

6 A14. AES Indiana will retain ultimate responsibility for resolving any customer disputes for its
7 customers. Further, all customers will continue to have the same customer protections and
8 dispute resolution pathways available to them today, including the Commission’s
9 Consumer Complaints Division. Subscribers will also have easy access to FAQs, support,
10 and chat functions on the App designed to facilitate resolving questions regarding their
11 Subscription.

12 **Q15. Do you agree with OUCC witness Smith (pp. 2-4) that the *AES Indiana Plus Clean***
13 **Energy Subscription program should be rejected because the program structure**
14 **involves a contract between the Subscriber and Uplight?**

15 A15. No. The use of a contract between customers and third-party vendors to perform services
16 under an AES Indiana program is not uncommon. For example, customers contract directly
17 with CLEAResult for energy efficiency and weatherization services, and Simple Energy
18 for Marketplace fulfillment services. Further, as selected by AES Indiana’s DSM Oversight
19 Board, Uplight currently operates as a third-party vendor for AES Indiana’s DSM
20 programs, and directly enters into agreements with AES Indiana customers for goods and
21 services that are offered, promoted, and delivered by Uplight directly to AES Indiana’s
22 customers.

1 **III. AES Indiana Plus is Transparent.**

2 **A. Terms and Conditions Transparency**

3 **Q16. OUCC witness Smith (pp. 4-6) asserts Uplight’s proposed Subscription Terms and**
4 **Conditions give Uplight carte blanche to change anything in the Subscription Terms**
5 **and Conditions. Please respond.**

6 A16. AES Indiana disagrees with characterization that Uplight is given “carte blanche,” to
7 change anything in the Terms and Conditions. That being said, AES Indiana proposes
8 clarifying language in the updated Subscription Terms and Conditions (AES Indiana
9 Attachments SRS-2R) and App Terms of Service (AES Indiana Attachment SRS-3R).
10 Although the Terms and Conditions may change from time to time throughout the pilot
11 since AES Indiana and Uplight will be monitoring and learning from the pilot program as
12 it develops, it is AES Indiana and Uplight’s plan to keep the Terms and Conditions the
13 same for the entire term of an individual contract. If, however, the Terms and Conditions
14 are modified for a Subscriber during their term, Uplight will provide notice of such
15 revisions through the App and/or through email. The next time the Subscriber logs into
16 the App, they will be prompted to read and agree to the updated Terms and Conditions on
17 the launch screen. If a Subscriber chooses not to accept the updated Terms and Conditions,
18 they will instead have the option to terminate their subscription without a Termination Fee.

19 **Q17. Do you agree with OUCC witness Smith’s position (p. 6) that Subscribers cannot rely**
20 **on the information on the App, as accurate, complete, or current?**

21 A17. No, I do not. The language in the App Terms of Service OUCC witness Smith references
22 is intended to address any non-substantive errors, for example, any unintended
23 typographical errors. However, in response to this concern raised by OUCC witness Smith,

AES Indiana is proposing additional customer safeguards in the App Terms of Service to clarify if a customer discovers any such errors have financial implications for the customer, Uplight will work with the customer and AES Indiana to rectify these errors.

Q18. Ms. Smith (pp. 6-7) also criticizes the “effect of termination” provision of the App Terms of Service related to customer data. Please respond.

A18. We intend to use the data obtained in this pilot program to gain insights to further improve the program. However, Uplight is limited to use customer data solely for the purpose of providing the Services contemplated under the agreement with AES Indiana.⁹ The agreement provides that AES Indiana “shall retain full ownership of all Confidential Customer Information as defined in the Agreement.”¹⁰ The Agreement ensures sensitive data is handled and stored securely and in compliance with AES Indiana standards and allows AES Indiana to regularly monitor and supervise the storage of such data by Uplight.¹¹ The Uplight Privacy Policy for the use of the App further provides rights directly to the customers that enable them to take control of their information and as permitted by law, request access, change, or deletion of information. This Privacy Policy can be accessed through the links in the App Terms of Service (AES Indiana Attachment SRS-3R) or through the App directly by going to Profile, then to Privacy Policy. Ultimately, customers may request Uplight to delete their personal information.

Q19. Please respond to the OUCC’s concerns regarding Uplight’s proposed late fees (Smith p. 7).

⁹ AES Indiana Attachment SRS-1R, p. 7.

¹⁰ *Id.*

¹¹ *Id.* at 7, 8.

1 A19. OUCC witness Smith states (p. 7) that because Uplight is not a regulated utility it is not
2 bound by IURC rules related to late fees. However, the proposed late fees are reasonable,
3 and in fact mirror the late fees customers would be charged by AES Indiana for the same
4 time period. As explained above, AES Indiana has established guardrails around Uplight's
5 relationship with customers. Per the agreement between AES Indiana and Uplight "[the]
6 Company may charge interest on all undisputed late payments at a rate equal to the Prime
7 Rate as specified in the Wall Street Journal from time to time or the maximum rate of
8 interest permitted by law, from the date due until paid."¹²

9 **Q20. Please respond to the OUCC's concerns regarding Uplight's proposed language**
10 **addressing reducing the customer's monthly subscription fees and customer access to**
11 **their usage information (OUCC witness Smith pp. 7-8).**

12 A20. Subscribers will continue to have access to their actual usage via the AES Indiana website
13 and the App. Subscribers will also have access to their annualized energy usage projection
14 included in their Subscription Offer via the App. The App has a chat function that will
15 allow Subscribers to ask Uplight questions about their eligibility for a reduced Subscription
16 Offer. In the event that a Subscriber has met the criteria for a reduced Subscription Offer,
17 the App will automatically present the new Subscription Offer to the Subscriber.
18 Specifically, the language in the Subscription Terms and Conditions (AES Indiana
19 Attachment SRS-2R) describes circumstances when a Subscriber has a material reduction
20 or material increase in their energy usage. The definition of a material change is intended
21 to apply equally whether the Subscriber's usage increases or decreases.

¹² AES Indiana Attachment SRS-1R, p. 3.

1 **B. Cost Transparency**

2 **Q21. OUCC witness Smith (pp. 1, 9-12) asserts the Company's proposal lacks cost**
3 **transparency. Please respond.**

4 A21. The customer will be presented with a Subscription Offer that outlines the monthly cost of
5 the program and identifies what will be provided to the customer for that cost (i.e., Green
6 Power, Flat Bill, etc.). As described in QAs 23 and 26 below, customers will be required
7 to acknowledge five (5) components of the Terms and Conditions before being able to
8 subscribe, including the inclusion of a Usage Adder, Program Fee, and Termination Fee.

9 **Q22. OUCC witness Smith raises a concern (pp. 9-10) that your direct testimony did not**
10 **quantify the “maximum profit Uplight can earn from the Usage Adder, Program Fees**
11 **and other customer charges.” Does this justify the rejection of the proposed pilot**
12 **program?**

13 A22. No, it does not. AES Indiana does not have visibility into the profitability of its vendors,
14 including Uplight. However, AES Indiana is proposing certain guardrails surrounding this
15 subscription offer, including maximum percentage amounts for both the Usage Adder and
16 Program Fee. To incentivize participation and ensure the success of the program, the
17 Usage Adder and Program Fee must be reasonable. As outlined below in QA 37, AES
18 Indiana will abide by Commission guidelines and include the total amount collected from
19 Subscribers and the total amount Uplight paid to AES Indiana as part of the metrics
20 included in the annual report to indicate the usefulness and success of the pilot program.

21 **Q23. OUCC witness Smith (pp. 10-11) raises a concern that the customers will not**
22 **understand the full and true costs of this program prior to binding themselves to a**

1 year-long commitment. She states (p. 10) it will be unlikely that Uplight will quantify
2 and prominently feature these costs in promoting the Subscription and it is equally
3 unlikely that customers will grasp the full magnitude of these additional charges.
4 **Please respond.**

5 A23. The Company's pilot is reasonably designed to communicate the program details to
6 consumers.

7 As demonstrated in AES Indiana Attachment SRS-4R and AES Indiana's response to
8 OUCC DR 3-8, the customer will be presented with the proposed Subscription Offer. They
9 then will be provided with additional details on the offer, including how the offer compares
10 to their last 12 months of billing history. Customers will not be able to subscribe until they
11 have accepted acknowledgement of: 1) the Usage Adder and Program Fees; 2) the 12-
12 month commitment; 3) the Termination Fee; 4) the auto renewal; and 5) the fact this
13 offering is not designed to be the lowest cost offer. They will then have to accept the
14 Subscription Terms and Conditions as a whole, which outlines the costs, fees, and all other
15 details of the program. This includes a detailed breakdown of the costs, including
16 definitions of the Program Fee and Usage Adder, as well as processes for termination.

17 Additionally, the customer will receive a copy of the Subscription Offer and Subscription
18 Terms and Conditions via email once they have signed up and will have seven days to
19 terminate their participation in the program at no cost. Finally, in addition to the written
20 resources within the App, the App includes a chat feature, through which customers can
21 ask questions to be answered by Uplight.

1 **Q24. OUCC witness Smith (pp. 9-10) also states that AES Indiana’s responses to certain**
2 **OUCC data requests demonstrate the Usage Adder and Program Fees calculations,**
3 **which together could add as much as \$16.80 per month for a customer using 1,000**
4 **kWh, “pose an even greater transparency concern.” She contends a subscriber could**
5 **pay an additional \$201.60 annually simply for the convenience of the App and e-bill.**
6 **Please respond.**

7 A24. OUCC witness Smith’s testimony does not accurately reflect the proposed Subscription
8 Offer. The proposed Subscription Offer is simply not just the convenience of enrolling
9 into AES Indiana’s Budget Bill and Green Power via the App. Rather, the Subscribers are
10 paying for the consistency and certainty of a monthly bill with no end-of-period true up.

11 In the example in Ms. Smith’s testimony (p. 9, lines 14-20), Ms. Smith assumes we will
12 know up front the customer’s future actual usage will be 1,000 kWh each month. However,
13 the amount incorporated into the Subscription Offer is based on the customer’s past usage
14 and the risks involved in offering bill certainty for the year, as described below in QA 27.
15 To help address witness Smith’s concern, the monthly amounts collected from Subscribers
16 and the monthly amounts paid to AES Indiana will be made transparent in the annual
17 reporting proposed below in QA 38.

18 **Q25. While OUCC witness Smith (pp. 11-12) acknowledges that Uplight makes it clear to**
19 **potential Subscription Program participants that it is not designed to give the**
20 **customer the lowest annual price, she is concerned this notice does not come early**
21 **enough in the customer’s decision-making process. Please respond.**

22 A25. Uplight is not marketing the Plus subscription as a lower cost option, but rather as a green
23 energy, flat bill program to offer customers consistency and certainty in their bills. The

1 marketing strategy for Plus is to first, introduce the program, including the cost of the offer
2 and the benefits the customer would receive in the program. Second, as shown in AES
3 Indiana Attachment SRS-4R, Screenshot 13, p. 9, the customer will agree to language
4 stating that this is not the lowest cost option, including how the offer compares to their last
5 12 months of billing history. The customer will also be required to review the Subscription
6 Terms and Conditions which outlines the fees and all other details of the program. The
7 customer will also be provided with FAQs with additional information on cost breakdown
8 including the Program Fee and Usage Adder.

9 As stated in AES Indiana Attachment SRS-2R, p. 2, “Your Clean Energy Subscription is
10 not designed to offer you the lowest cost of energy. Rather, it is designed to simplify the
11 billing experience through a fixed monthly rate and help the Customers easily opt-in to a
12 clean energy plan.”

13 **Q26. Are there any updates to the *AES Indiana Plus* App that will provide further**
14 **transparency on the program specifics and enhance a customer’s understanding of**
15 **the program prior to subscribing?**

16 A26. Yes. Included in this rebuttal testimony as AES Indiana Attachment SRS-4R is a
17 collection of *AES Indiana Plus* App screenshots that update from my direct testimony what
18 customers will see during the subscription process. These subscription process will be
19 presented as follows:

20 1) Customers will sign into the *AES Indiana Plus* App (Screenshot 8) and be taken to their
21 account homepage (Screenshot 9).

- 1 2) At the bottom of the homepage, there will be an “Offers” button. Customers will select
2 the “Offers” button and will be taken to the “Offers” screen (Screenshot 10). For
3 customers eligible for the *AES Indiana Plus* Subscription, there will be the option to
4 review their *AES Indiana Plus* Subscription Offer. Customers who want to learn more
5 about the *AES Indiana Plus* Subscription Offer may scroll down and be able to see the
6 Offer Details (Screenshot 11).
- 7 3) Customers will be able to review the details of their Subscription Offer. These details
8 include: (1) a flat monthly cost with no true-up, (2) 100% clean energy by utilizing
9 REC purchases, (3) a comparison of the Monthly Offer with their highest, lowest, and
10 average AES Indiana bill from the previous 12 months, (4) automatic payments with
11 the subscription, and (5) links to the FAQs and the Uplight Privacy Policy. Customers
12 can click on the link for the Privacy Policy to read the Privacy Policy (Screenshot 12).
13 If customers review this information and decide they want to subscribe, they will have
14 to acknowledge the Privacy Policy before being able to move forward with their
15 enrollment process (Screenshot 11).
- 16 4) Customers can then click the “Great, sign me up” button. They will then be taken to
17 the Subscription Terms and Conditions (Screenshot 13). To be able to move forward
18 with the Subscription enrollment, customers will have to scroll through the
19 Subscription Terms and Conditions, and check a box accepting them in their entirety,
20 as well as check a box accepting major aspects of the Subscription Terms and
21 Conditions. These major aspects are: 1) the inclusion of a Program Fee and Usage
22 Adder in the Subscription Offer; 2) The 1-year length of the contract; 3) the

1 Termination Fee of \$75; 4) the autorenewal at the end of 12-months; and 5) the fact
2 this offering is not designed to be the lowest cost offer.

3 5) If at any time the customer is not interested in subscribing, they can click a “No thanks,
4 I’m not interested” button and be taken to the not interested page (Screenshot 14).

5 6) Once a customer has accepted the Subscription Terms and Conditions and pressed the
6 “Finalize my enrollment” button (Screenshot 13), they will be taken to the payment
7 page (Screenshot 15) where they will input their payment information and be officially
8 enrolled into the *AES Indiana Plus* Subscription program.

9 7) If at any time during their 1-year contract a Subscriber wants to terminate their
10 subscription early, they will be able to do so through the “Manage my Bundle” option
11 on the “Profile” page (Screenshots 16-17). As shown, the Subscriber will be reminded
12 they will incur the \$75 Termination Fee and will be prompted to log into the AES
13 Indiana website to pay their next bill (Screenshots 18-19).

14 **IV. AES Indiana Plus Has Reasonable Program Fees and Processes**

15 **Q27. OUCC witness Smith (p. 3) contends ratepayers will be paying Uplight substantial**
16 **fees for a flat-bill and 100% green power, which is not radically different from AES**
17 **Indiana’s current offerings. She adds that AES Indiana already has a green power**
18 **offering, a budget bill offering, and DSM programs with costs already embedded in**
19 **rates and AES Indiana customers can participate in these programs without paying**
20 **extra fees to Uplight. Please respond.**

21 A27. I disagree the new offering is the same as AES Indiana’s existing budget bill program.
22 AES Indiana’s budget bill allows level payments over a 12-month period followed by true-

1 up to meet actual consumption. As stated in my direct testimony,¹³ AES Indiana Budget
2 Billing applies a uniform 9.1% rate increase to the current rates and a subsequent true-up
3 credit or debit in the twelfth month. AES Indiana's Green Power program allows
4 customers to support the development of green power production by selecting 25%, 50%
5 or 100% of their electricity to be from a renewable source.

6 The proposed *AES Indiana Plus* Subscription, on the other hand, calculates a personalized
7 Subscription Offer and does not ultimately true-up. Additionally, AES Indiana's Budget
8 Bill is not bundled with any clean energy option, whereas the proposed *AES Indiana Plus*
9 Subscription offers clean energy RECs with the flat-bill experience.

10 The Plus Subscription Program facilitates 100% renewable sources for all Subscribers. The
11 *AES Indiana Plus* Subscription Program is designed to appeal to customers who are
12 comfortable with technology, want to support green energy development, and are willing
13 to pay a premium for a flat amount, with no end of term true-up. This certainty is unique
14 to the program compared to any other programs offered by AES Indiana.

15 In addition to offering energy cost budgeting to customers, the program also offers modern
16 payment methods to the customers such as digital wallets. It also takes a bundling approach
17 to encourage customers to enroll into Green Power and Energy Efficiency programs that
18 AES Indiana offers. These bundles enable customers to get more value for a known,
19 upfront, fixed amount. The mobile aspect of the program adds convenience and allows the
20 customers to easily participate in energy programs and stay informed about their energy
21 choices with personalized insights and offers. There are no "extra fees" associated with

¹³ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, pp. 16-17, lines 18-3.

1 the program besides the operational costs and amounts for managing risk associated with
2 offering bill certainty to customers. This is further explained in the Cost Transparency
3 section above (QAs 21-26).

4 **C. Program Fee and Usage Adder**

5 **Q28. Does the OUCC's criticism of the Program Fee (Smith pp. 12-14) warrant rejection**
6 **of the Company's proposed Clean Energy Subscription Program?**

7 A28. No. It is reasonable to have a Program Fee that recovers both administrative costs of the
8 program (charged only to those who elect to subscribe) as well as an amount related to
9 weather and price risk. Capped program fees at 9% have been approved in DEI's similar
10 *Your FixedBill* ARP program. *Duke Energy Indiana, Inc.* Cause No 44586 (IURC June 1,
11 2015) p. 6.

12 **Q29. Do you agree with OUCC's characterization of the proposed Program Fee (Smith pp.**
13 **12-13)?**

14 A29. No. There is sufficient information for the IURC and interested parties to determine the
15 reasonableness of the proposed Program Fee. Attachments to my direct testimony,
16 combined with AES Indiana Attachments SRS-2 and SRS-6, provide the summary of the
17 components included in the Program Fee. Additionally, in AES Indiana Attachment SRS-
18 6RC, OUCC DR 1-2, AES Indiana provided a detailed breakdown of the individual
19 portions of the Administrative Costs, as well as the Weather and Price Fluctuation
20 percentage of the total Program Fee. As discussed in AES Indiana Attachment SRS-6R,
21 OUCC DR 1-2 and AES Indiana Attachment SRS-5R, pp. 3-4, OUCC DR 3-9, AES
22 Indiana has proposed to cap the Program Fee at 10% of the Expected Rate and a goal of

1 the program is to maintain competitiveness and further incentivize participation, so as we
2 gain experience, this Fee may be adjusted down during the pilot program.

3 **Q30. OUCC witness Smith (pp. 14-15) contends customers cannot tell from Uplight's**
4 **Subscription Terms if the Green Power costs are part of the Expected Rate or the**
5 **Program Fee. Please respond.**

6 A30. All customers who enroll in the Plus subscription will receive the benefits of the Green
7 Power rate, as outlined in the Subscription Terms and Conditions under "Rates" and "Clean
8 Energy." The projected AES Indiana Green Power Initiative tariff rate will be included in
9 the Subscription Offer calculation as part of the Expected Rate (see AES Indiana
10 Attachment SRS-5R, p. 1, OUCC DR 3-5).

11 The Program Fee is intended to recover the costs associated with tariff rate changes not
12 forecasted as part of the Expected Rate that may occur during the Subscription. These
13 components and details of the Program Fee are outlined in the Subscription Terms and
14 Conditions. These Terms and Conditions have been updated to provide this additional
15 clarity. (See AES Indiana Attachment SRS-2R).

16 **D. Termination Fees**

17 **Q31. OUCC witness Smith (p. 9) asserts the OUCC is concerned the size of the Termination**
18 **Fees will not be prominently featured and explained in detail to potential customers.**
19 **She says Uplight's Termination Fees include the Green Energy costs, the 4% Usage**
20 **Adder, and the Program Fee, which can be as much as 10% of the monthly bill. Please**
21 **respond.**

1 A31. The objective of the program is to have low terminations and high participation and
2 renewal rates. Thus, it is in the interest of AES Indiana and Uplight to make it abundantly
3 clear to customers and Subscribers how to avoid the Termination Fee and stay on the
4 program.

5 To ensure customers are made aware of the Termination Fee, as part of the enrollment
6 process, customers will be required to review the Subscription Terms and Conditions,
7 which highlights the Termination Fee among other important points of the program, as
8 described in detail in QA 23 and 26.

9 **Q32. OUCC witness Smith (pp. 15-16) asserts AES Indiana has failed to demonstrate one**
10 **month's bill and the additional \$25 charge are reasonable Termination Fees. Do you**
11 **agree?**

12 A32. In response to witness Smith's concerns, AES Indiana proposes an update to the amount
13 of the Termination Fee, as well as clarification of when it will be applied. The Termination
14 Fee will be a standard, flat fee of \$75 with no true-up or variable factors. This simple flat-
15 rate Termination Fee is appropriate for a program that stresses certainty and simplicity. By
16 offering a transparent, reasonable, certain, and simple Termination Fee, we hope to give
17 customers the confidence that should the program not turn out to be what they thought it
18 was, they have a clear understanding of what it will cost to be removed from the program.
19 Uplight will have incurred administrative fees and may have paid out more than they have
20 collected from a particular customer when that customer chooses to terminate; a one-time
21 flat payment of \$75 to Uplight is a reasonable fee under these circumstances.

1 Additionally, AES Indiana has revised the Terms and Conditions to provide more certainty
2 and clarity regarding the program's Termination Fee: Subscribers will be charged a
3 standard, Termination Fee of \$75 if they choose to voluntarily leave the *AES Indiana Plus*
4 Subscription Program during the existing contract term. No Termination Fee will be
5 applied if:

- 6 1. A customer is removed from the program for excessive usage.
- 7 2. A customer completes the subscription period and does not renew.
- 8 3. A customer leaves the AES Indiana service territory and is no longer eligible for
9 the AES Indiana Plus Subscription Program.
- 10 4. A customer moves to another location within AES Indiana's service territory and
11 chooses not to enroll or does not receive a new subscription offer.
- 12 5. A customer objects to a change of the Terms and Conditions.

13 **Q33. OUCC witness Smith (p. 9) claims Uplight's proposed Termination Fees include at**
14 **least an additional full month's bill if the customer terminates within 12 months –**
15 **much higher than any other flat billing program such as those offered by DEI and**
16 **I&M. Please respond.**

17 A33. Because each of these programs assess their Termination Fees differently, it cannot be said
18 that one rate is necessarily always higher or lower than another. That being said, AES
19 Indiana proposed to revise the Terms and Conditions of the *AES Indiana Plus* Subscription
20 program to include a transparent, reasonable, certain, and simple Termination Fee of a flat
21 payment of \$75 and no Termination Fee will be imposed in the circumstances delineated
22 in QA 32 above.

1 **E. Enrollment and Reenrollment Grace Period**

2 **Q34. OUCC witness Smith (p. 11) contends the customer's ability to un-enroll without**
3 **penalty up to seven days after enrollment is not a sufficient customer protection. Do**
4 **you agree?**

5 A34. No. While I acknowledge people may sometimes sign up for services they do not
6 completely understand, it is reasonable that people who, at some later date, change their
7 mind about a product or service they have ordered, should be responsible to pay for the
8 costs that were incurred in reliance on the customer honoring their commitment.

9 A customer who changes their minds after the initial seven-day grace period will not be
10 asked to true up or pay anything other than the flat Termination Fee of \$75. This fee
11 reasonably offsets administrative costs incurred by Uplight through their performance of
12 the terms of the contract offset as well as potential over usage.

13 **Q35. OUCC witness Smith (p. 17) asserts that a 30- to 45-day grace period after**
14 **reenrollment would be more reasonable. Please respond.**

15 A35. AES Indiana understands OUCC witness Smith's assertion that a longer grace period for
16 reenrollment would be a reasonable adjustment to ensure customers have proper time to
17 unenroll from another 12-month contract. AES Indiana proposes to extend the grace period
18 for reenrollment to be 30 days.

19 In order to make sure customers are fully aware of an upcoming renewal, AES Indiana will
20 provide customers with written notice informing the customer of the renewal date at least
21 30 days in advance of the renewal. If a customer elects not to renew either before the

1 renewal date or within the 30-day grace period, the customer will be allowed to withdraw
2 from the program with no Termination Fee.

3 In the event that the customer has been billed by Uplight within the grace period and the
4 customer has paid the bill to Uplight, the customer will be removed from the program going
5 forward with no additional fees or costs. Should the customer cancel within the grace
6 period before receiving and/or paying an Uplight bill, the customer shall be responsible to
7 pay the actual AES Indiana bill to AES Indiana directly.

8 **V. AES Indiana Plus Subscription Complies with the General Administrative Order**
9 **("GAO") 2020-05**

10 **Q36. OUCC witness Smith contends (pp. 2, 17-20) the AES Indiana Plus Clean Energy**
11 **Subscription proposal does not comply with the requirements of the Commission's**
12 **General Administrative Order ("GAO") 2020-05 Part V for pilot programs. What is**
13 **your general response?**

14 A36. I disagree with this position. The Commission's GAO 2020-05 Part V describes that
15 applications for pilot programs should "show the costs of programs and describe the
16 benefits to both participants and non-participants." The Company's application as
17 supported by my direct testimony outlines the costs and benefits of our proposal. Notably,
18 the Company's proposal does not seek authority to defer any costs or otherwise recover
19 through retail ratemaking the costs incurred for this pilot. As explained in my direct
20 testimony, the Company will continue to recover its tariff-based bill amounts for the
21 Subscribers, ensuring safeguards to the Company and to non-Subscribers.¹⁴ This is an

¹⁴ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, p. 13, lines 18-20.

1 important distinction between the pilot proposed here and other pilot programs where the
2 program cost is borne at least in part by non-participating customers.

3 Pilot programs are a common way to test new innovations and concepts. The proposal here
4 builds on other programs that have long been in the marketplace – namely the idea of a
5 fixed monthly fee for service. The Commission has previously approved such offerings
6 and they are increasingly of interest to consumers generally.¹⁵ AES Indiana seeks to
7 implement a variation of this concept that is innovative in three key ways: 1) the proposal
8 uses a mobile app; 2) the program is tied to clean energy; and 3) the program safeguards
9 the utility and non-Subscribers from the potential of related financial loss.

10 While the combination of these innovations is new, the program is sufficiently defined to
11 allow the Company, the Commission, and other stakeholders to understand, execute, and
12 explore the core elements of the innovative proposal so as to assess its viability and
13 usefulness.

14 **Q37. Please respond to Ms. Smith’s position (p. 19) that the pilot should be rejected because**
15 **many of the metrics identified in your direct testimony fail to establish a specific**
16 **target or range or explain, how, or even if, reaching these targets will qualify the pilot**
17 **as a “success” or having sufficient “usefulness.” She adds (p. 19) that the Company’s**
18 **proposed evaluation criteria and targets do not provide a sufficient nexus between the**
19 **metrics and pilot success as required by the Commission’s decision in Cause No.**
20 **45253-S2 (July 22, 2020) (“DEI’s ET Pilot Order”). Please respond.**

¹⁵ Specifically, DEI’s *My FixedBill* program and I&M’s *EZ Bill* program, IURC CNs. 44586 and 45114, respectively.

1 A37. I disagree with the contention that the success or usefulness of this subscription program
2 should be distilled down to an isolated metric or participation criteria. AES Indiana intends
3 to use the specific metrics and data from an individual year to iterate and adapt the program
4 and its offerings. AES Indiana's pilot design demonstrates the value of conducting a pilot.
5 The Commission found, as described in DEI's ET Pilot Order: "The value of a pilot project
6 is to allow a utility to test a concept at a smaller scale without incurring significant costs
7 that ultimately would be borne by its customers."¹⁶ In the DEI ET Pilot case, DEI was
8 seeking customer funds for the program. AES Indiana is not seeking customer funds for
9 this pilot which is accomplished through the use of an affiliate. The *AES Indiana Plus*
10 Subscription pilot contains measurements of success in contrast to DEI's ET Pilot where
11 the Commission specifically provided the following example:

12 [A] measure of success presented for the DCFC component is identified as
13 'Track user demographics – are users [Duke Energy Indiana] customers or
14 out of state users?' While this may certainly be a key program metric [...]
15 the Settlement Agreement is silent as to what value of the metric would be
16 deemed successful."¹⁷

17 AES Indiana is not silent as to what value of the metric would be deemed successful. The
18 evaluation criteria set forth in my direct testimony combined with the targets outlined
19 below define the measurements of success. In addition to these objective criteria, AES
20 Indiana will also assess trends, customer feedback, economic factors, and technological
21 changes. Together, these metrics may indicate success of the program as currently
22 designed, the need to iterate and adapt the program and its offerings to make improvements

¹⁶ DEI, IURC CN 45253-S2 Order (July 22, 2020), p. 17.

¹⁷ *Id.* at 18.

1 or signal substantial modifications must be considered to improve the customer experience
2 with the pilot program.

3 **Q38. What are the metrics and targets the Company proposes should be used to evaluate**
4 **the pilot as a “success” or having sufficient “usefulness”?**

5 A38. As I stated in my direct testimony,¹⁸ the objective evaluation criteria that will be included
6 in our annual report will be:

- 7 ○ Number of Subscribers
- 8 ○ Percentage of Subscribers enrolled who adopt DSM
- 9 ○ Number of Subscribers who exit
- 10 ○ Number of Subscribers who involuntarily exit (by cause)
- 11 ○ Exit fees assessed
- 12 ○ Number of Subscribers who re-enroll/did not re-enroll
- 13 ○ Comparison of average usage for Subscribers and non-Subscribers

14 For several of these metrics, the Company has established a specific target or range. For
15 example, a minimum of 5,000 Subscribers trending upward in year one and a minimum of
16 60% renewal rate, also trending upward throughout the pilot.

17 Although I also disagree the proposed metrics lack “sufficient usefulness” to allow the
18 program’s progress to be evaluated (whether defined as a pilot or not), in response to the
19 OUCC’s concerns, the Company proposes to add 3,000 new Subscribers in years 2 and 3
20 as additional targets.

¹⁸ AES Indiana witness Schroder Direct Testimony, IURC CN. 45584, p. 15, lines 6-11.

1 To provide further transparency to the operations and performance of the pilot, AES
2 Indiana also proposes to include the following additional metrics in its annual report:

- 3 ○ Total payments collected from Subscribers by month.
- 4 ○ Total payments paid to AES Indiana by month.

5 **VI. Summary of Customer Protections**

6 **Q39. In your testimony above, you have proposed a number of modifications to the**
7 **Company's proposal in response to the OUCC's testimony and concerns. Can you**
8 **summarize the additional customer safeguards you have proposed here?**

9 A39. Yes. In addition to the benefits outlined in my direct testimony, AES Indiana agrees to the
10 following additional customer protection provisions:

- 11 • Revised Subscription Terms and Conditions (see AES Indiana Attachment SRS-
12 2R) language to provide additional transparency, clarity, and protections:
 - 13 ○ Clarification that the Terms and Conditions will not change during the
 - 14 Subscriber's contract without notification; and if Subscribers do not
 - 15 accept, they can exit the program without any Termination Fee (QAs 8
 - 16 and 16).
 - 17 ○ Clarification regarding the elements of the Program Fee (QA 30).
 - 18 ○ Additional protections and clarifications regarding when a Termination
 - 19 Fee would be applied (QAs 32 and 33).
- 20 • Revised App Terms of Service (see AES Indiana Attachment SRS-3R) language
21 to provide additional transparency, clarity, and protections (QA 17).
- 22 • Additional App screens that provide transparency and customer protections prior
23 to subscribing, where the customer must acknowledge the key components of the

- 1 Terms and Conditions prior to subscribing (See AES Indiana Attachment SRS-
2 4R; QAs 21, 23, and 26).
- 3 • Revised Termination Fee to reflect a simplified, flat \$75 amount (QAs 32 and
4 33).
- 5 • Additional grace period at the time of renewal (QA 35).
- 6 • Additional evaluation criteria to assist in the measurement of success and
7 usefulness of the program (QA 38).
- 8 • Metrics to provide further transparency to the operations and performance of the
9 pilot (QAs 22, 24, and 38).

10 **VII. Conclusion and Recommendation**

11 **Q40. What are your conclusions and recommendations to the Commission?**

12 A40. After reviewing Ms. Smith's testimony, I have concluded the OUCC has raised some
13 reasonable concerns that warrant certain clarifications and adjustments to the proposed *AES*
14 *Indiana Plus* Subscription. The proposed revisions increase customer safeguards and
15 provide greater transparency.

16 I disagree with Ms. Smith's views regarding use of an affiliate vendor for this project.
17 Using Uplight as the vendor for this proposed customer offering provides benefits for
18 customers through their expertise in customer programs and new customer offerings,
19 reduces costs, and safeguards non-subscribing customers as well as the Company.

20 I recommend the Commission approve the *AES Indiana Plus* Subscription customer
21 offering as modified by my rebuttal.


22 **Q41. Does this conclude your prepared rebuttal testimony?**

23 A41. Yes, at this time.

VERIFICATION

I, Sharon Schroder, Managing Director, Regulatory Affairs for AES Indiana and AES Ohio, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.

Date: November 10, 2021


Sharon Schroder

AES Indiana Attachment
SRS-1R

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("**Agreement**") is effective December 23, 2020 ("**Effective Date**") and entered into between Uplight, Inc., a Delaware corporation ("**Company**") and Indianapolis Power & Light Company, an Indiana corporation ("**IPL**" or "**Customer**"). Notwithstanding the foregoing, in accordance with IC 8-1-2-49(2), this Agreement shall not be effective until it is filed with the Indiana Utility Regulatory Commission. The parties agree as follows:

1. DEFINITIONS.

1.1 "Customer Materials" means the resources, information, data, programs, and other materials of Customer reasonably required by Company to provide the Services.

1.2 "Customer Marks" means Customer's Trademarks.

1.3 "Deliverable" means any deliverable to be provided by Company to Customer or any User in connection with the Services.

1.4 "Documentation" means the user manuals and other documentation made available by Company to Customer for the Services.

1.5 "Implementation Services" means the provision of implementation, set-up and/or training services for the Software Service or other Services as listed and described in the applicable Statement of Work.

1.6 "Statement of Work" means any written document agreed to and executed by Company and Customer setting forth the specific terms and conditions relating to the Services requested by Customer. Each agreed upon Statement of Work will (a) reference this Agreement, (b) be incorporated by reference into this Agreement, and (c) be subject to the terms and conditions of this Agreement. The initial Statement of Work is attached hereto as *Exhibit A*.

1.7 "Services" means those services to be provided by Company pursuant to a Statement of Work, including, if applicable, the Software Service.

1.8 "Software" means Company's proprietary computer software programs described in an applicable Statement of Work, including any updates and new releases thereto, which are made available by Company in connection with the Software Service.

1.9 "Software Service" means the provision of access to the functionality of the Software over the Internet through the access methods described in this Agreement.

1.10 "Trademark" means any word, name, symbol, color, designation or device or any combination thereof that functions as a source identifier, including any trademark, trade dress, brand mark, service mark, trade name, brand name, logo or business symbol, whether or not registered.

1.11 "User" means Customer's employees, independent contractors, customers and any other parties that are authorized to use a Software Service.

2. SERVICES.

2.1 Provision of Services by Company. Subject to the terms and conditions of this Agreement, Company shall perform the Implementation Services and provide Customer with the Services and related Deliverables as described in the applicable Statement of Work.

2.2 Cooperation. Customer shall provide Company with the Customer Materials, resources and assistance as Company may reasonably request in connection with the performance of the Services. Customer acknowledges and agrees that Company's ability to successfully perform the Services in a timely

manner is contingent upon its receipt from Customer of such Customer Materials, resources, and assistance. Company shall have no liability for deficiencies in the Services resulting from the acts or omissions of Customer, Customer's failure to abide by this Section 2.2, or Company's performance of the Services in accordance with Customer's instructions.

2.3 Resources. Company shall not be responsible for acquiring, installing and maintaining any connectivity equipment, Internet and network connections, hardware, software and other equipment as may be necessary for Customer's Users to connect to and utilize the Software Service.

2.4 Affiliates. The parties agree that any Affiliate of Company may contract for the performance of Services hereunder by mutually executing with Customer a written Statement of Work. Each such Statement of Work will be subject to this Agreement as if each were a separate agreement between the Company Affiliate and Customer executing that Statement of Work. Company shall be responsible and liable for all obligations and liabilities of any Company Affiliate arising from each such Statement of Work. The term "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of more than fifty percent (50%) of the outstanding voting securities.

3. THE SOFTWARE SERVICE.

3.1 Access and Use. Subject to the terms and conditions of this Agreement, Company grants to Customer and the Users (as specified in the applicable Statement of Work) during the Term (as defined below), a non-exclusive, non-transferable right to remotely access and use the Software Service (as specified in the applicable Statement of Work), solely in accordance with (a) this Agreement, (b) the Documentation, and (c) the Statement of Work (including any limitations on the number of Users) and the other terms and conditions of this Agreement. Where access to the Software Service is limited to a specific subset of Users, each user will access the Software Service using a unique user identification name and password ("**User ID**"). Customer and each User shall be responsible for ensuring the security and confidentiality of its User IDs. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Service, and notify Company promptly of any such unauthorized use.

3.2 Restrictions on Use. Customer shall be liable for the acts and omissions of all Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability under, this Agreement. Customer will limit access to and use of the Software Service to authorized Users. Except as expressly permitted in this Agreement or as otherwise authorized by Company in writing, Customer will not, and will not permit any User to (a) modify, adapt, alter, translate, or create derivative works from the Software, (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software Service to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, (d) interfere in any manner with the operation of the Software Service, (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Company or its licensors contained within the Documentation or displayed in connection with the Software Service (including Software), or (f) otherwise use the Software Service except as expressly allowed under this Agreement.

3.3 Terms of Use. A User's right to access the Software Service may be subject to such User's agreement to Company's applicable terms of use. Company shall be responsible for any such terms of use to be accepted by Users of the Software Service; provided that such terms of use and any updates or changes thereto must be approved by Customer, such approval not to be unreasonably withheld, conditioned, or delayed. The parties agree that it shall not be unreasonable to withhold approval of any term that does not comply with Customer's then-existing tariff approved by the Indiana Utility Regulatory Commission.

4. PRICING; PAYMENT; TAXES.

4.1 Price. The fees for Services will be set forth in the applicable Statement of Work ("**Fees**") and Customer agrees to pay Company all such Fees in accordance with the terms of this Agreement. Customer will be responsible for payment of all applicable taxes (other than taxes based on Company's income), fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to Company under this Agreement (excluding any taxes arising from Company's income or any employment taxes). Prices for any Services requested by Customer that are not set forth in a Statement of Work shall be charged as mutually agreed to by the parties in writing.

4.2 Payment. Fees for Services are paid according to the terms of the applicable Statement of Work. Unless the applicable Statement of Work provides otherwise, Customer will pay Fees and expenses within 45 days after Customer's receipt of the applicable invoice for such Services. All payments received by Company are non-refundable except as otherwise expressly provided in this Agreement. Company may charge interest on all undisputed late payments at a rate equal to the Prime Rate as specified in the Wall Street Journal from time to time or the maximum rate of interest permitted by law, from the date due until paid. All payments will be made in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement will begin on the Effective Date and continue for a period of five (5) years (the "**Term**"); provided that, in accordance with IC 8-1-2-49(2), the parties agree that this Agreement shall not be effective until it is filed with the Indiana Utility Regulatory Commission. At least 90 days prior to the expiration of the Term, the parties will meet and discuss in good faith whether to extend the Term. The term of each Statement of Work shall be set forth in such Statement of Work. Unless the parties otherwise agree in writing, the termination or expiration of this Agreement (a) shall not become effective until expiration of all outstanding Statements of Work, and (b) shall not terminate or affect Customer's obligation to make payments to Company for Services agreed upon by Customer prior to termination or expiration.

5.2 Suspension. If Customer breaches any material provision of this Agreement and fails to cure the breach after thirty (30) days written notice specifying this breach provided to Customer, Company may suspend the Services, and Customer's and each User's access thereto, upon ten (10) days' prior written notice to Customer until such breach is cured.

5.3 Termination. Either party may terminate this Agreement or any Statement of Work if the other party breaches any material provision of this Agreement or the Statement of Work, as applicable, and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice thereof.

5.4 Effects of Termination. Upon expiration or termination of this Agreement or a Statement of Work for any reason: (a) any amounts owed to Company under this Agreement or the Statement of Work, as applicable, before such termination or expiration will be immediately due and payable, (b) all rights granted in this Agreement or the Statement of Work, as applicable, will immediately cease, (c) Customer must promptly discontinue all access and use of the applicable Software Service and return or destroy, all copies of the applicable Documentation in Customer's possession or control and (d) Company will promptly return, destroy or erase all applicable Customer Materials. Sections 1, 3.2, 5.4, 6, 8, 9, 10, and 12 will survive termination of this Agreement for any reason.

6. PROPRIETARY RIGHTS.

6.1 Customer. As between the parties, Customer owns all right, title and interest in Customer Materials, Customer Marks (including all goodwill associated therewith), and any and all Deliverables created

specifically and exclusively for Customer and its Users. Subject to the terms and conditions of this Agreement, Customer hereby grants to Company, during the Term, a non-exclusive, non-transferable (except as permitted by Section 12.1), non-sublicensable license to use the Customer Materials and Customer Marks for the limited purpose of performing the Services for Customer under this Agreement. Any rights not expressly granted to Company hereunder are reserved by Customer, its licensors and suppliers.

6.2 Company. The Software, Documentation, Services, all proprietary technology utilized by Company to perform its obligations under this Agreement, all updates, enhancements, or modifications to any of the foregoing, and all intellectual property rights thereto, are the exclusive property of Company, its licensors and suppliers. Any rights not expressly granted to Customer hereunder are reserved by Company, its licensors and suppliers. Customer's access and use of the Services (including the Software Service) is non-exclusive. Customer acknowledges that Company may collect, compile, synthesize, and modify certain non-personally identifiable data and content made available to it in the course of Customer's and Users' access to and use of the Services.

7. WARRANTY; DISCLAIMERS.

7.1 Services. Company warrants to Customer that the Services (excluding the Software Service) will be performed in a professional manner consistent with this Agreement and the applicable Statement of Work. Company shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of this warranty set forth in this Section 7.1, re-perform the Services which gave rise to the breach or, at Company's option, refund the fees paid by Customer for the Services which gave rise to the breach; provided that Customer shall notify Company in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail.

7.2 Software Service. During the Term, Company warrants that the Software Service will be provided in accordance with the Statement of Work and the Documentation and will be made available to Users as specified in the applicable Statement of Work. Company does not warrant that the Software Service will be completely error-free or uninterrupted. Company will, at its own expense and as its sole obligation, use commercially reasonable efforts to correct or provide a workaround for any reproducible error in the Software Service preventing its use, provided that such error is reported to Company by Customer in writing within 30 days after Customer experiences it (each, an "**Error**"). If, however, Company is unable to provide a correction or workaround for any such Error within sixty (60) days after receiving notice of an Error from Customer, Customer may terminate this Agreement upon notice to Company, and Company shall refund the amounts prepaid by Customer for the Software Service for the period during which the Software Service was not usable by Customer and that period falling beyond the effective date of such termination. The warranties set forth in this Section 7.2 do not cover or apply to (i) any Error caused by Customer or other parties within Customer's control, (ii) any Error or unavailability of the Software Service caused by use of the Software Service in any manner or in any environment inconsistent with the Documentation, (iii) any of Customer's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Software Service, or (iv) any equipment or software or other material utilized in connection with the Software Service used by Customer contrary to manufacturer's instructions. To the extent any Error is addressed under a separate service level agreement in a SOW, the SOW will control over this Section 7.2.

7.3 Right to Customer Materials. Customer represents and warrants that it has the right to use the Customer Materials and permit Company to use the Customer Materials as contemplated by this Agreement.

7.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED WITHOUT OTHER WARRANTIES OF ANY KIND AND COMPANY

SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. INDEMNIFICATION.

8.1 Claims Against Customer. Company will defend, at its own expense, any claim, suit or action against Customer brought by a third party to the extent that such claim, suit or action is based upon an allegation that the Software infringes any intellectual property rights of such third party ("**Customer Claim**"), and Company will pay those costs and damages finally awarded against Customer in any such Customer Claim that are specifically attributable to such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying Company in writing of such Customer Claim, (b) giving Company sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at Company's request and expense, assisting in such defense. In the event that the use of the Software Service is enjoined, Company shall, at its option and at its own expense either (i) procure for Customer the right to continue using the Software Service, (ii) replace the Software with a non-infringing but functionally equivalent product, (iii) modify the Software so it becomes non-infringing or (iv) terminate this Agreement and refund the amounts paid by Customer for Software Service that relate to the period during which the Software Service was not usable by Customer. Notwithstanding the foregoing, Company will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (x) any use of the Services not in accordance with this Agreement, (y) any use of the Services in combination with products, equipment, software, or data not supplied or approved by Company if such infringement would have been avoided without the combination with such other products, equipment, software or data, or (z) any modification of the Services by any person other than Company or its authorized agents or subcontractors. This Section 8.1 states Company's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

8.2 Claims Against Company. Customer will defend, at its own expense, any claim, suit or action against Company brought by a third party to the extent that such claim, suit or action is based upon Customer's or Company's use of any Customer Materials in accordance with this Agreement ("**Company Claim**"), and Customer will pay those costs and damages finally awarded against Company in any such action that are specifically attributable to such Company Claim or those costs and damages agreed to in a monetary settlement of such Company Claim. The foregoing obligations are conditioned on Company: (a) promptly notifying Customer in writing of such Company Claim, (b) giving Customer sole control of the defense thereof and any related settlement negotiations, and (c) cooperating and, at Customer's request and expense, assisting in such defense. Notwithstanding the foregoing, Customer will have no obligation under this Section 8.2 or otherwise with respect to any Company Claim to the extent based upon any use of the Customer Materials by Company in violation of this Agreement.

8.3 Services Indemnity. Company will defend, at its own expense, any claim, suit or action against Customer brought by a third party to the extent that such claim, suit or action arises out of or occurs in connection with Company's or a Company Affiliate's negligence, willful misconduct or breach of this Agreement, except to the extent any such claim, suit or action arises out of or occurs in connection with Customer's or a Customer Affiliate's gross negligence or willful misconduct. The foregoing obligations are conditioned on Customer: (a) promptly notifying Company in writing of such claim, suit or action, (b) giving Company sole control of the defense thereof and any related settlement negotiations (provided that Company shall not enter into any settlement without Customer's prior written consent), and (c) cooperating and, at Company's request and expense, assisting in such defense.

9. LIMITATION OF LIABILITY.

IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND (B) THREE MILLION DOLLARS (\$3,000,000). THE LIMITATIONS OF LIABILITIES SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO (1) THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (2) THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 10, OR (3) DAMAGES RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. CONFIDENTIALITY.

10.1 Definition. "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient") relating to or disclosed in the course of the performance of this Agreement. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. All non-public information regarding the Software, Services, and Documentation shall be considered Company's Confidential Information, notwithstanding any failure to mark or identify it as such. All non-public Customer Materials shall be considered Customer's Confidential Information, notwithstanding any failure to mark or identify it as such. Company acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to Customer or Users. Company shall not disclose Confidential Information communicated to it with respect to services to be performed under this Agreement to a third party (other than the Company's or the third party's employees, lenders, counsel, accountants, contractors or advisors who have a need to know such information) except as expressly permitted under this Agreement. In addition, should Company provide Confidential Information to any subcontractor pursuant to the restrictions set out in this Section, Company shall require the third party to be bound to at least the same level of care in regard to the Confidential Information disclosed. Customer shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation, and shall be entitled to recover from Company reasonable attorneys' fees incurred in connection therewith. For purposes of this Agreement, "Confidential Customer Information" shall mean all personally-identifiable customer information received by Company from Customer pursuant to this Agreement and shall specifically include, but not be limited to, any customer name, account number, social security number, e-mail addresses, phone number and meter number, customer usage patterns, billing history, program participation, rate code and dwelling type. Company represents and warrants that it shall only use Confidential Customer Information in the performance of its duties under this Agreement or as otherwise permitted in Section 10.6 of this Agreement, and for no other purpose.

10.2 Protection. Recipient will not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to the employees or, subject to 10.3, individual independent contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from

unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient's obligations under Section 10.1 and Section 10.2 with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by Discloser, (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of Recipient has become, generally available to the public, or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.4 Data Security. Company shall use reasonable security methods to protect access to Customer's Confidential Information. Customer shall have the right to audit Company's security methods no more often than once every 12 months. Company agrees to cooperate in any Customer security audit. Company has completed Customer's Cyber Security intake form (<https://console.whistic.com/v2/new-vendor/139a0f12-f6fe-44eb-9cd3-5519b111267c>) and attests to adherence to the policies and practices described therein. (a) Company's Cyber Security Intake Form responses are attached as **Exhibit B** and are incorporated in this Agreement. (b) Company must immediately notify Customer in the event they are not complying with the answers they provided in the intake form. (c) Non-compliance with practices described in Company's responses to Customer's Cyber Security intake form is just cause for Customer to terminate the Agreement or negotiate remediation. Company attests to compliance with all local, state, and federal laws, statutes, or regulations related to data and cyber security, including but not limited to Section 24-4.9 of the Indiana Code. If Company suffers a data security breach, Company must immediately notify Customer. Company agrees to actively assist Customer in meeting future statutory or regulatory requirements including dissemination of Customer supplier, or original equipment manufacturer (OEM) proprietary information (trade secrets) and documentation. If any of Company's subcontractors shall receive Customer Confidential Information as defined in this Agreement, then Company shall notify ensure each such subcontractor is bound by data security requirements at least as protective of Customer and the Users as those contained herein. For any breach of this Data Security Section of the Agreement, Company shall hold harmless and indemnify Customer under the terms of the Agreement.

10.5 Customer Information. Customer shall retain full ownership of all Confidential Customer Information as defined in the Agreement. Except as provided for in section 6.2 of this Agreement, Company may not use, without Customer's advance written permission or as permitted under this Agreement or the applicable Statement of Work, Confidential Customer Information, which is first collected and processed by Company in the process of providing services, and any such permitted use shall be subject to all data security requirements of this Customer Information Section and solely for the purpose of providing the Services contemplated under this Agreement. For the term of this Agreement, Company agrees to maintain all of the following additional security requirements and procedures to protect Confidential Customer Information:

(a) Company must adequately encrypt, in accordance with Customer's data security requirements, any Confidential Customer Information transmitted over the internet.

(b) Company must maintain a 24/7 monitoring of intrusion prevention system that meets industry security standards for customer data protection.

(c) If Company hosts a website collecting any Confidential Customer Information, Customer shall have the right to perform site vulnerability scans on a periodic basis as determined by Customer.

(d) Company must perform network vulnerability assessments at least annually and provide written confirmation of the successful completion of such assessments to Customer within fifteen (15) days of the network vulnerability assessments being completed. Company will review all critical issues identified in any vulnerability assessment as soon as commercially and reasonably possible, but in no event later than thirty (30) business days after the vulnerability assessment is completed, and promptly notify Customer in writing of such successful resolution.

(e) Company must use anti-malware software and maintain a vulnerability management process which includes applying critical security patches to server operating systems and anti-malware software within thirty (30) business days of the patches being commercially available.

(f) Company shall keep all Confidential Customer Information in a physically secure location and restrict access to only individuals with authorized access.

(g) Company shall require criminal background checks for all of its employees and subcontractors with access to Confidential Customer Information. No one shall be given access to Confidential Customer Information who has been convicted of a felony as an adult. Company employees and subcontractors must adhere to all applicable requirements as described in this Section of the Agreement.

(h) In the event of an unauthorized disclosure of Customer Confidential Information, Company shall immediately inform Customer in writing with the details of the disclosure. In addition, Company shall maintain an incident response process which shall include a specific plan for communication and escalation in the event of such unauthorized disclosure.

(i) Except as described below, immediately upon the termination or expiration of this Agreement, Company will return to Customer, or destroy, all of its property, both in original or copied form, including but not necessarily limited to files, contracts, notes, manuals, reports, or other documents or things containing, in any form in whole or in part, any Customer Confidential Information. Company shall be liable for its subcontractors' compliance with this subsection.

(j) For any breach of this Customer Information Section of the Agreement, Company shall hold harmless and indemnify Customer under the terms of the Agreement.

(k) Nothing in this Agreement is intended to restrict Company's performance of any work for any other party provided the other work is based solely on information supplied or developed independently by the other party or by Company, without any use or disclosure of any Customer Confidential Information.

10.6 CONFIDENTIAL CONSUMER INFORMATION. For purposes of this Agreement, "Confidential Consumer Information" shall mean all personally-identifiable customer information received by Company from a User as a result of providing the Software Service and shall specifically include, but not be limited to, any customer name, account number, social security number, e-mail addresses, phone number and meter number, customer usage patterns, billing history, program participation, rate code and dwelling type. Company represents and warrants that it shall only use Confidential Consumer Information: (i) in the performance of its duties under this Contract and (ii) for the purpose of creating aggregated data which Company uses to enhance its services to Company and Company's other customers. Company agrees that it will not use Confidential Consumer Information for any other purpose and Confidential Consumer Information shall be subject to Sections 10.4 and 10.5.

11. INSURANCE.

During the Term of this Agreement or any SOW, whichever is longer, Company shall maintain, at a minimum, the following levels of insurance: (a) all insurance required by applicable statute to Company, including but not limited to, workers' compensation, disability, and unemployment insurance; (b) a commercial general liability policy on occurrence forms with a limits of liability in an amount not less than \$3,000,000 per occurrence for bodily injury, death, property damage and personal injury, and specifically covering infringement of intellectual property rights; (c) professional errors and omissions coverage in an amount not less than \$5,000,000; and cyber insurance with conduit liability coverage, intentional and unintentional, in an amount not less than \$5,000,000, naming Customer as an additional insured. Any separate insurance maintained by Company shall not contribute with insurance extended by the Customer's insurer(s) under the Agreement. Insurance carried by Company shall be considered primary insurance and insurance carried by Customer shall be considered secondary insurance. Company shall require that each policy (other than Workers' Compensation and Professional Liability) includes a waiver of subrogation and endorses Customer as an additional insured. Company agrees to promptly provide Customer with evidence of such insurance coverage if requested by Customer in writing. Company shall provide Customer with at least thirty (30) days written notice before any coverage required under this Agreement is cancelled by its insurer; further, Company shall promptly obtain replacement coverage that meets the requirements of this Section 11 and furnish Customer certificates evidencing such replacement coverage.

11.1 Compliance with Federal Non-Discrimination Laws. Company and all subcontractors shall comply with the following laws and corresponding regulations, as applicable:

- (a) Executive Order 11246, as amended (Equal Opportunity Clause)
- (b) Executive Order 13496, as amended (Notice of employee rights under federal labor laws; 29 CFR Part 471, Appendix A to Subpart A)
- (c) 29 U.S.C. 793 (Employment of Workers with Disabilities; 41 CFR 60-741.5(a): This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.)
- (d) 38 U.S.C. 4212 (Disabled Veterans and Vietnam Veterans Provisions; 41 CFR 60-250.5(a) and 60-300.5(a): This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.)
- (e) 15 U.S.C. 637 (Small Business Concerns and Small Minority Business Provisions.)

Additionally, Company shall comply with all applicable federal, state, and local laws and regulations, which are incorporated herein by reference.

11.2 AES Corporate Compliance Terms and Conditions.

- (a) Company shall comply fully with all applicable laws of the countries in which the obligations set forth in this Agreement shall be performed, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of the United States including, without limitation, the United States Foreign Corrupt Practices Act.
- (b) In performing its obligations under this Agreement, Company and its officers, directors, employees, agents and representatives agree that they have not, and will not, directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value

to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or international organizations such as the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

(c) All requests for payments pursuant to an SOW shall be accompanied by detailed and accurate invoices that describe with specificity the Services for which payment is requested.

(d) Company acknowledges receipt of a copy of the AES Code of Business Conduct and Ethics as adopted in full and followed by Customer.

(e) In the event Company becomes aware or obtains knowledge of any violations of Sections 11.2(a) and 11.2(b) above, Company shall promptly report to Customer any such violation.

(f) Any violation of Section 11.2(a) or Section 11.2(b) shall be sufficient cause for Customer, acting in good faith, to terminate this Agreement and any outstanding SOW, in which case Company shall forfeit any claim to additional payments due under this Agreement or such SOW, other than payments for Services previously rendered under such SOW, in addition to being liable for any damages or remedies available under applicable law for Company's breach.

12. GENERAL PROVISIONS.

12.1 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that either party may assign this Agreement by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

12.2 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party.

12.3 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page, and will be effective upon receipt. Additionally, electronic mail and facsimile may not be used for providing legal notices, but may be used to distribute routine communications and to obtain approvals and consents.

12.4 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Indiana without reference to its choice of law rules.

12.5 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 3 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would

otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the non-prevailing party.

12.6 Relationship of the Parties. The parties acknowledge that Company is an independent contractor of Customer, and its employees are not employees of Customer. Nothing in this Agreement or any Statement of Work will be construed as creating a partnership, joint venture, or agency relationship between the parties, or as authorizing either party to act as an agent for the other or to enter contracts on behalf of the other. Nothing in this Agreement is intended to confer any rights or remedies on any other person or entity, which is not a party to this Agreement.

12.7 Compliance with Laws. Each party shall comply with those laws and regulations in jurisdictions within the United States that are specifically applicable to the applicable party notwithstanding this Agreement.

12.8 Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.11 Entire Agreement; Amendments. This Agreement, including any Statement of Work and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement sets forth the general terms and conditions applicable to all Services provided by Company to Customer under the specific terms and conditions set forth in the applicable Statement of Work. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall govern. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Company and Customer by their duly authorized representatives.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

INDIANAPOLIS POWER & LIGHT COMPANY

Signature: Barry J. Bentley

Printed: Barry J. Bentley

Title: VP, US Utilities Operations

Date: January 26, 2021

UPLIGHT, INC.

Signature: Jaylene Kunze

Printed: Jaylene Kunze

Title: Chief Financial Officer

Date: January 26, 2021

Address for Notice:

One Monument Circle
Indianapolis, IN 46204
Attention: Justin Sufan

One Monument Circle
Indianapolis, IN 46204
Attention: Office of the General Counsel

Address for Notice:

2580 55th Street
Boulder, CO 80301
Attention: Legal

EXHIBIT A
INITIAL STATEMENT OF WORK

[TO BE ATTACHED]

EXHIBIT B
CYBER SECURITY INTAKE FORM RESPONSES

[TO BE ATTACHED]

CW2237382 - IPL_AES Affiliate Agreement Contract 2020-12-1.docx

Final Audit Report

2021-01-26

Created:	2021-01-22
By:	Marcelo Icardo (marcelo.icardo@aes.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2NUUvIOGJ4eqr1wTm_8FnIjmb9m61JR

"CW2237382 - IPL_AES Affiliate Agreement Contract 2020-12-1.docx" History

- Document created by Marcelo Icardo (marcelo.icardo@aes.com)
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- Document emailed to Barry J. Bentley (joe.bentley@aes.com) for signature
2021-01-22 - 7:56:47 PM GMT
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- Document e-signed by Barry J. Bentley (joe.bentley@aes.com)
Signature Date: 2021-01-26 - 10:13:58 PM GMT - Time Source: server- IP address: 199.247.43.15
- Document emailed to Jaylene Kunze (jaylene.kunze@uplight.com) for signature
2021-01-26 - 10:13:59 PM GMT
- Email viewed by Jaylene Kunze (jaylene.kunze@uplight.com)
2021-01-26 - 10:37:03 PM GMT- IP address: 66.102.6.118
- Document e-signed by Jaylene Kunze (jaylene.kunze@uplight.com)
Signature Date: 2021-01-26 - 10:37:31 PM GMT - Time Source: server- IP address: 69.131.255.87
- Agreement completed.
2021-01-26 - 10:37:31 PM GMT

**Adobe Sign**

AES Indiana Attachment
SRS-2R

Subscription Terms & Conditions

Your AES Indiana Plus Options

AES Indiana Plus[™] is a green energy and payment program and solution provided by Uplight, Inc. (also referred to herein as "Uplight," the "Company," "we," "our," or "us") that includes the *AES Indiana Plus* mobile app (the "App"), associated website(s), content, information, graphics, software and service(s) (collectively, "*AES Indiana Plus*") and can be tailored to you, the person accessing *AES Indiana Plus*, as a customer of Indianapolis Power & Light Company d/b/a AES Indiana ("AES Indiana") (also referred to herein as "you," "your," or "Customer"). As further described in and consistent with these Terms of Service, *AES Indiana Plus* is intended to offer easy and convenient access to certain product offerings of AES Indiana, including Bill Pay, Budget Billing and Green Power and a clean energy flat bill subscription product called AES Indiana Plus Clean Energy Flat Bill Subscription ("Clean Energy Subscription").

The Company and you are each a "Party" to these Terms of Service and are together the "Parties" hereto.

For the avoidance of doubt, the Company is offering the *AES Indiana Plus* on behalf of AES Indiana. *AES Indiana Plus* itself is not regulated by state utility commissions. You do not have to subscribe to *AES Indiana Plus* in order to receive regulated services from AES Indiana.

AES Indiana Plus will access your AES Indiana account on a regular basis in order to offer the features below.

Access to, and use of, *AES Indiana Plus* is subject to these Terms of Service and all applicable laws and regulations. These Terms of Service are a legal agreement between you and Company. By signing up for any of the below listed features offered through *AES Indiana Plus*, or by otherwise accessing or using *AES Indiana Plus* in any manner, you are agreeing to be bound by these Terms of Service.

These Terms of Service are supplemented by and incorporate the then current *AES Indiana Plus* Terms of Service available at <https://aesindianaplus-termsofservice.carrd.co/> and any terms and conditions of AES Indiana specific to such feature. All references to the term "Terms of Service" in these Terms of Service include reference to the *AES Indiana Plus* Terms of Service, including, without limitation, all applicable disclaimers, waivers, limitations of liability, and reservations of rights, along with Company's ability to modify, terminate, or suspend *AES Indiana Plus*, any particular feature thereof, or your ability to access or use the same. Capitalized terms used but not defined in these Terms of Service have the meaning established in the *AES Indiana Plus* Terms of Service.

Read all provisions carefully to understand your rights and responsibilities. In the event of a conflict between these Terms of Service and the *AES Indiana Plus Terms of Service*, these Terms of Service shall control.

You must be the age of majority (which is typically eighteen (18) years old) in your place of residence in order to use access or use *AES Indiana Plus*. If you are under the age of majority, you are not authorized to access, use, or register for *AES Indiana Plus*.

For questions regarding *AES Indiana Plus* or these Terms of Service, please contact us at aesindiana-plus@uplight.com

Bill Pay: Provided you are current on your AES Indiana bill, you may pay your monthly AES Indiana bill through your Account in the *AES Indiana Plus* App using the payment method you specify. You must specify a valid payment method in order to access Bill Pay. If you choose to pay your monthly bill using a credit card or digital wallet, you will incur the same fees as you would if you paid online through aesindiana.com. If you sign up to pay your monthly AES Indiana bill through the *AES Indiana Plus* App, you authorize and direct us to, and for so long as we receive timely payment from you we will be responsible to, pay your monthly bills to AES Indiana, starting with your first monthly bill from AES Indiana following the date you sign up for Bill Pay through the App. You authorize the Company to contact AES Indiana to establish or modify your preferred billing date from AES Indiana.

Bill Splitting: At your request and at Company's discretion, the Company may split your monthly AES Indiana bill between you and other *AES Indiana Plus* users with Accounts linked to your Account for such purpose. Note that such bill splitting may be undertaken by the Company solely as a courtesy to you and in no way relieves you of the responsibility for all amounts due under your account with AES Indiana. Any payment by you as part of a bill-split will be deemed to be a partial payment of your AES Indiana bill. If your AES Indiana bill is not paid in full by the due date on your AES Indiana bill, your AES Indiana account may be subject to disconnection.

Clean Energy Subscription:

If you wish to obtain the full subscription-based benefits of *AES Indiana Plus*, you must enter into a Clean Energy Subscription. Your Clean Energy Subscription is not designed to offer you the lowest cost of energy. Rather, it is designed to simplify the billing experience through a fixed monthly rate and help the Customers easily opt-in to a clean energy plan.

The subscription fee for Your *Clean Energy Subscription* (your "Subscription offer") is a combination of your 12-month Usage Projection (defined below), a usage Adder fee, and a Program Fee, as follows:

Subscription offer = [12-Month Usage Projection * (1 + Usage Adder %)] * [Expected Rate * (1 + Program Fee %)]

To determine your 12-Month Usage Projection, we will collect your power usage and billing data from your AES Indiana account, and we will review your monthly energy use for at least the previous twelve (12) months and project forward your month-by-month estimated usage

for the next 12 months (the proposed Subscription term), considering consumption patterns and factors outside your control to account for any expected seasonal usage variations (this month-by-month projection, the "12-Month Usage Projection"). We will determine a Usage Adder fee, which is intended to account for the potential for your energy consumption to increase compared to your previous 12 months, but the Usage Adder fee will not exceed 4% of the 12-Month Usage Projection. We will also determine the Expected Rate, which is the projected kWh rates for AES Indiana's Standard Residential tariff, inclusive of tax and all riders forecasted to be applicable during the Subscription period. Finally, we will determine the Program Fee percentage, which is required to cover all costs associated with offering a subscription model, including, but not limited to: utility fuel cost change, unexpected rate changes, including variations in fuel and REC premiums that were not projected in the Expected Rate, unexpected seasonal or variation, non-seasonal variations, and credit card fees and variations in REC premiums. The Program Fee will not exceed 10%.

While the Usage Adder fee and Program Fee may differ by Customer, we will attempt to determine and apply these fees consistently using factors that affect a Customer's energy usage.

Once we have calculated the Subscription offer, we will share it with you through the *AES Indiana Plus* App. *AES Indiana Plus* will access your AES Indiana account on a regular basis in order to maintain and update Your *Clean Energy Subscription*.

When you are ready to accept the Clean Energy Subscription at our proposed flat price with automatic monthly payments, you can accept our Subscription offer by confirming your agreement to enter into a one-year *Clean Energy Subscription* on the terms that appear immediately below by clicking on the 'Yes, subscribe me' button or similar option presented in the *AES Indiana Plus* App and specifying your payment method (credit card or digital wallet) (your "Acceptance").

Through your Acceptance of our Subscription offer, you, as Customer, agree to the following additional terms ("Subscription Terms").

Rates: Customer's fixed monthly charge (each, a "Monthly Charge") shall be the amount set forth in our Subscription offer and except as otherwise expressly provided herein, the Monthly Charge will remain unchanged for the twelve-month Term (defined below) of Your *Clean Energy Subscription*.

Clean Energy: The clean energy for Your *Clean Energy Subscription* will be provided by renewable energy certificates ("RECs"), which may be furnished under AES Indiana Standard Contract Rider No. 21: Green Power Initiative or other appropriate means. Each customer's clean energy will be included in their Expected Rate in the Subscription Offer.

Term: Your *Clean Energy Subscription* will take effect ten (10) business days after your Acceptance (the "Effective Date") and continue for the next twelve (12) months (each such period, subject to Renewal provisions below, a "Term").

Payment: Your Monthly Charge will be due each month throughout the Term starting on the Effective Date (the "Monthly Charge due date"). Your first bill is due on the Effective date and includes the sum of your Monthly Charge for that month's Subscription service and any amount you owe to AES Indiana up to the Effective Date. During the Term, you authorize and direct us to, and for so long as we receive timely payment from you for your Monthly Charge, we will be responsible to, pay your monthly bills to AES Indiana, starting with your first monthly bill from AES Indiana following the Effective Date. You authorize the Company to contact AES Indiana to establish or modify your preferred billing date from AES Indiana.

Renewal: At least thirty (30) days before the end of the Term, we will notify you (by email to the address we have on file, through *AES Indiana Plus*, or other means) of what your new Monthly Charge will be for the next twelve-month period, in addition to any other changes to the terms and conditions of Your *Clean Energy Subscription*. Unless you respond to us as set forth in our notification before the end of the then-current Term that you do **NOT** want to renew your *Clean Energy Subscription*, it will automatically be renewed on the anniversary of the Effective Date for an additional twelve-month period, at the new Monthly Charge and subject to any new or changed terms and conditions.

Cancellation, Grace Period:

New Subscription: You may cancel Your *Clean Energy Subscription* at no charge by providing us with written notice (by email, through *AES Indiana Plus*, or other means made available by us) of cancellation up to seven (7) business days after your Acceptance of our Offer. You may cancel Your *Clean Energy Subscription* thereafter by providing us with written notice (by email, through *AES Indiana Plus*, or other means made available by us) of cancellation and paying a cancellation fee equal to one (1) Monthly Charge of \$75, in addition to all amounts you otherwise owe as of the effective date of your cancellation, which will be seven (7) business days after we receive your notice of cancellation.

Renewed Subscription: After your subscription has renewed, you may cancel Your *Clean Energy Subscription* at no charge by providing us with written notice (by email, through *AES Indiana Plus*, or other means made available by us) of cancellation up to thirty (30) business days after your Acceptance of our Offer. You may cancel Your *Clean Energy Subscription* thereafter by providing us with written notice (by email, through *AES Indiana Plus*, or other means made available by us) of cancellation and paying a cancellation fee of \$75, in addition to all amounts you otherwise owe as of the effective date of your cancellation.

Arrearages: In the event of any failure or delay in payment (or your credit card company or other responsible financial institution) of your Monthly Charge for any reason, the

Company will provide notice to you (a "Late Payment Notice"). If payment is not received within 21 days of the Monthly Charge due date, a late payment charge will be assessed to the account. You also agree to pay the resulting overdue balance and interest on overdue balance at the maximum rate permitted by law and to indemnify and reimburse us for any expenses (including reasonable attorney fees) we may incur in connection with such delay or failure to pay or in collecting amounts owed by you under Your *Clean Energy Subscription*. For the avoidance of doubt, in the event Your *Clean Energy Subscription* is terminated, you remain obligated to pay any outstanding fees, and you consent to the automatic charging of your chosen payment method on file for any outstanding fees owed by you at the time of such termination, without further notice to or consent from you.

Modification of Your *Clean Energy Subscription*:

If there is a material reduction in your energy usage during the Term of Your *Clean Energy Subscription* of more than 15% on average of the usage projection during any 3 consecutive months, the Company, in its sole discretion, may propose to lower your Monthly Charge in a new Subscription offer delivered through your Account, which you may Accept as described above.

If there is a material increase in your energy usage during the Term of Your *Clean Energy Subscription* of more than 15% on average of the usage projection during any 3 consecutive months or you notify us that you intend to engage in Excessive Usage (defined below), the Company, in its sole discretion, may propose to increase your Monthly Charge in a new Subscription offer delivered through your Account, which you may Accept as described above. If you do not accept the new Subscription offer, the Company reserves the right to terminate Your *Clean Energy Subscription* as set forth in the "Termination of Your *Clean Energy Subscription*" section below. To avoid increases to your Monthly Charge, the Company will send a warning notice (in App or otherwise) for excess use each month your usage exceeds 10% of the projected monthly usage amounts in the 12-Month Usage Projection.

If you move from your current address but remain within the service area of AES Indiana, the Company, in its sole discretion, may propose to modify your Monthly Charge in a new Offer delivered through your Account, which you may Accept as described above.

Except as otherwise provided, you may expect any of the foregoing modifications in your Monthly Charge to take up to ninety (90) days to take effect.

Excessive Usage: "Excessive Usage" is an increase in power usage of 15% or more on average during any 3 consecutive months or 45% or more in any month compared to those months' projected usage. Upon entering into an *Clean Energy Subscription*, in the event that you intend to engage in activities or behavior leading to, or reasonably likely to lead to, Excessive Usage, you are required to notify us (through the AES Indiana Plus

App or other method made available by us) prior to commencing such Excessive Usage. Examples of such activities include but are not limited to drastic changes in consumption patterns, cryptocurrency mining, electric vehicle charging or large-scale commercial or agricultural activities.

Termination of Your *Clean Energy Subscription*:

If your Monthly Charge is not paid in full within thirty (30) days of the Monthly Charge due date, Your *Clean Energy Subscription* will be terminated.

If you move outside the service area of AES Indiana, Your *AES Indiana Plus Subscription* will terminate when you notify us (through *AES Indiana Plus App* or other method made available by us) that you no longer live in the service area of AES Indiana. If you move within the service area of AES Indiana and do not accept our new Subscription offer, the Company may terminate Your *Clean Energy Subscription*. You will not be charged a Termination Fee in this instance.

If changes in federal or state law or regulations require the Company to terminate Your *Clean Energy Subscription* prior to the end of the Term, such termination will occur upon the earlier of notice of termination from the Company or the date such law or regulation takes effect. You will not be charged a Termination Fee in this instance.

If you: (a) fail to pay your Monthly Charges or any other amounts owed under these Subscription Terms; (b) do not Accept a new Subscription offer at the end of the then-current Term or after modification as a result of Excessive Usage; or (c) otherwise breach the terms of Your *Clean Energy Subscription*, Company, in its sole discretion, may terminate Your *Clean Energy Subscription*. You will not be charged a Termination Fee in this instance.

Once you are removed from the *Clean Energy Subscription*, you will have one (1) month to pay any amount due to AES Indiana or Company, including the termination fees set forth herein.

~~If you move outside the service area of AES Indiana, Your *AES Indiana Plus Subscription* will terminate when you notify us (through *AES Indiana Plus App* or other method made available by us) that you no longer live in the service area of AES Indiana. If you move within the service area of AES Indiana and do not accept our new Subscription offer, the Company may terminate Your *Clean Energy Subscription*.~~

~~—— If changes in federal or state law or regulations require the Company to terminate Your *Clean Energy Subscription* prior to the end of the Term, such termination will occur upon the earlier of notice of termination from the Company or the date such law or regulation takes effect.~~

~~_____ If you: (a) fail to pay your Monthly Charges or any other amounts owed under these Subscription Terms; (b) do not Accept a new Subscription offer at the end of the then-current Term or after modification as a result of Excessive Usage; or (c) otherwise breach the terms of Your Clean Energy Subscription, Company, in its sole discretion, may terminate Your Clean Energy Subscription.~~

You will have the option to exit the program at any time during the contract. Upon your voluntary termination of your Clean Energy Subscription, you will be responsible for paying a termination fee equal to one (1) Monthly Charge of \$75 in addition to all amounts otherwise owed to Company or AES Indiana as of the effective date of termination in all instances except:

- ~~▪ For failure to accept a new Subscription offer as a result of Excessive Usage as outlined above, you will be responsible for paying a termination fee equal to \$25 + one (1) Monthly Charge, in addition to all amounts otherwise owed to Company as of the effective date of termination.~~

You will not be charged a termination fee if (1) you do not accept a new Subscription offer delivered at the end of your 12-month Subscription Term, or (2) you move within the AES Indiana service territory and accept our new Subscription offer or (3) if you move out of AES Indiana service territory.

For the avoidance of doubt, in the event your *Clean Energy Subscription* is terminated for any reason, you remain obligated to pay any outstanding fees, and you consent to the automatic charging of your chosen payment method on file for any outstanding fees or payments owed by you at the time of such termination, without further notice to or consent from you.

Upon cancellation or termination of Your *Clean Energy Subscription* for any reason, the Company will no longer be responsible to pay your monthly bills to AES Indiana.

Updates to These Terms of Service: The Company may, at any time and without notice, modify these Terms of Service by revising them and giving notice thereof, including on or through *AES Indiana Plus*. Your continued participation in the AES Indiana Plus Subscription use of AES Indiana Plus constitutes your acceptance of any such revisions to these Terms of Service. The Company will provide advance notice of such revisions through the AES Indiana Plus App and/or through email. The next time you log into the App, you will be prompted to read and agree to the updated Terms of Service on the launch screen of the AES Indiana Plus App. The updated Terms of Service must be accepted for continued use of the AES Indiana Plus App and your Clean Energy Subscription. You may not modify these Terms of Service except through a writing signed by the Company. If you chose to not accept the updated Terms of Service, the AES Indiana Plus App will navigate you to a termination/cancellation screen where you

will have to option to leave terminate your *Clean Energy Subscription*. You will not be charged a Termination Fee in this instance.

Acknowledgment: You acknowledge and agree that the obligations of the Company under your *Clean Energy Subscription* are limited to providing *AES Indiana Plus*, a subscription payment program, and that the Company has no responsibility or obligation regarding the generation or delivery of power to you or any disruption, suspension or interruption in the generation or delivery of power to you. If you experience any disruption, suspension or interruption in the delivery of power to you, contact AES Indiana.

Company may present you with updated or modified Subscription Terms when you accept a Subscription offer, and in the event of a conflict, the Subscription Terms presented with a Subscription offer will govern.

This *Clean Energy Subscription* is solely for the purpose of subscription payment arrangements between the Company and Customer. All terms and conditions of AES Indiana service, including AES Indiana's right to terminate service to a customer, shall be as stated in AES Indiana's Tariff on file with Regulator. Customer is under no obligation to enter into this *Clean Energy Subscription* and further understands that Customer's fixed Monthly Charge under this *Clean Energy Subscription* may be more or less than what Customer would have paid under AES Indiana's standard, regulated rates and charges.

AES Indiana Attachment
SRS-3R

AES Indiana Plus™
App Terms of Service

As further described in and consistent with these Terms of Service, AES Indiana Plus offers easy and convenient access to product offerings of AES Indiana, including Bill Pay, Budget Billing and Green Power. AES Indiana Plus plans to offer an on-bill financing product and subscription option upon IURC approval, the terms for which are NOT included in this document and will be provided to the Customer to read and agree to separately.

AES Indiana Plus™ is a green energy and payment program and solution provided by Uplight, Inc. (also referred to herein as "Uplight," the "Company," "we," "our," or "us") that includes the AES Indiana Plus mobile app (the "App"), associated website(s), content, information, graphics, software and service(s) (collectively, "AES Indiana Plus") and can be tailored to you, the person accessing AES Indiana Plus, as a customer of Indianapolis Power & Light Company d/b/a AES Indiana ("AES Indiana") (also referred to herein as "you," "your," "User" or "Customer").

The Company and you are each a "Party" to these Terms of Service and are together the "Parties" hereto.

For the avoidance of doubt, the Company is offering the App on behalf of AES Indiana. AES Indiana Plus itself is not regulated by state utility commissions. You do not have to subscribe to AES Indiana Plus in order to receive regulated services from AES Indiana.

By Using AES Indiana Plus, You Agree to These Terms

Your access to, and use of, AES Indiana Plus is subject to these Terms of Service and all applicable laws and regulations. By accessing and using AES Indiana Plus, you accept, without limitation or qualification, these Terms of Service. If you do not agree to and accept, without limitation or qualification, you are not authorized to use AES Indiana Plus.

You must be the age of majority (which is typically eighteen (18) years old) in your place of residence in order to use AES Indiana Plus. If you are under the age of majority, you are not authorized to access or use AES Indiana Plus.

Updates to These Terms of Service

The Company may, at any time ~~and without notice~~, modify these Terms of Service by revising them and giving notice thereof, including on or through the App. The Company will provide advance notice of such revisions through the App and/ or through email. You email. Your continued use of AES Indiana Plus constitutes your acceptance of any such revisions to these Terms of Service. The next time you log into the App, you will be prompted to read and agree to the updated Terms of Service on the launch screen of the AES Indiana Plus App. The updated Terms of Service must be accepted for continued use of the AES Indiana Plus App. You may not modify these Terms of Service except through a writing signed by the Company. If you chose to not accept the updated Terms of Service, the AES Indiana Plus App will navigate you to a termination screen where you will have to option to leave-unenroll from services provided by the App.

Privacy

The Company believes strongly in protecting the privacy of AES Indiana Plus Users. Our data collection and use practices are set forth in our Privacy Policy. We may collect certain information from you when you access and use AES Indiana Plus. Our Privacy Policy describes when we collect personal information and other types of information, how we use it and when we share it for business purposes.

Information on AES Indiana Plus

Except with respect to certain services as described herein, AES Indiana Plus and all features, content, specifications, products and prices of products and services described or depicted on or through AES Indiana Plus are subject to change, suspension or withdrawal, in whole or in part, at any time without notice.

We use reasonable efforts to make accurate, complete and current information available through AES Indiana Plus; however, we do not warrant, and we expressly disclaim any warranty, that such information is accurate, complete, current or free of technical or typographical errors. It is your responsibility to verify any information before relying on it. If the customer or the Company discovers any such errors that may have financial implications for the customer, the Company will work with the customer and AES Indiana to rectify these errors. We reserve the right to make changes and updates to any information made available through AES Indiana Plus without prior notice.

Additionally, the Company uses information directly obtained from the AES Indiana website through the customer's authorization. If the customer's credentials change or cannot be successfully used, the app can become out of synchronization and therefore all information should be verified on the AES Indiana website.

Further, the inclusion of any products or services on AES Indiana Plus at any particular time does not imply or warrant that these products or services will always be available, and we expressly disclaim any such warranty.

Third-Party Links

AES Indiana Plus may include links to websites or electronic services sponsored or operated by third parties. The Company has no control over such linked sites or Content (as defined below in "Copyright") therein. Such sites or services may have their own terms of use, privacy and data collection policies and/or practices, independent of those herein. If you visit a linked site or use/access a linked service, any such separate terms, policies and practices will apply. The Company expressly disclaims any representation, warranty or responsibility regarding such linked sites or services, their Content, or any products or services offered through them.

Copyright

The content within AES Indiana Plus, including information, graphics, text, images, icons, logos, audio and video clips, downloads, data summaries and compilations, software, code, other forms of expression and all rights therein (collectively, "Content") constitutes property of the Company and/or its licensors and Content suppliers and is subject to United States and international copyright laws. All copyrights in AES Indiana Plus and the compilation of Content within AES Indiana Plus constitute the sole property of the Company and are protected under U.S. and international laws. All software embodied in or used in delivering AES Indiana Plus is the property of the Company, its licensors and/or its software suppliers and is protected by United States and international copyright and other intellectual property laws. By using AES Indiana Plus, you agree not to change or delete any proprietary notices in or from materials printed or downloaded from AES Indiana Plus or these Terms of Service.

Trademarks

The Company owns or licenses the use of certain trademarks, names, logos, insignia, or service marks, including AES Indiana Plus™ (collectively, "Marks"). You do not have the right to use any

Marks except as expressly agreed to in writing by the Company. Further, you may not use any Marks in any manner that is likely to cause confusion or mistake or to deceive.

In addition, AES Indiana Plus or its Content may include third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms of Service grants to you any rights in or to those third-party marks or copyrighted materials without such third party's consent.

Digital Millennium Copyright Act and Notice of Infringement

The Company recognizes and respects the intellectual property rights of others. The Company expects Users of AES Indiana Plus to do the same and may suspend or terminate the privileges of AES Indiana Plus Users who violate such intellectual property rights. In particular, Users may not submit, post, distribute or store, in any manner, Content on or over AES Indiana Plus that infringes the intellectual property rights, specifically including copyright, of the Company or third parties.

In keeping with the Digital Millennium Copyright Act of 1998 (the "DMCA"), parties who believe that their U.S. copyrights have been infringed on or through AES Indiana Plus are invited to report such alleged infringements. Thus, if you have a good faith belief that your copyright-protected work has been copied, modified or distributed on or through AES Indiana Plus in a way that infringes your rights, please send us, through the contact information provided in these Terms of Service, the following information (or other such statement conforming with the DMCA).

- Your name, address, telephone number, and email address;
 - A description of the copyrighted work that you claim has been infringed;
 - A description of the allegedly infringing Content on AES Indiana Plus and information reasonably sufficient to permit us to locate such Content;
 - A statement of your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
 - The signature (electronic or physical) of the person authorized to act on behalf of the owner of the copyright that is allegedly being infringed; and
- A statement that the foregoing information is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the copyright owner.

User-Submitted Content, Communications

The Company may allow you or other Users to submit Content in the form of suggestions, feedback and other communications to or through AES Indiana Plus. The Company does not review all and is not responsible for any User-submitted Content. By submitting to or through AES Indiana Plus, you represent that you have the right to do so and grant the Company unlimited right and license to reproduce, modify, create derivatives of and distribute same.

You further acknowledge that by affording you and other Users the ability to submit, view and distribute User-submitted Content on or through AES Indiana Plus, the Company is providing a platform but is not undertaking any obligation or liability related thereto. The Company reserves the right, but has no obligation, to block, modify or remove Content that the Company, in its sole discretion, deems unacceptable. If the Company is notified of any allegedly infringing, defamatory, damaging, illegal, or offensive Content posted, stored, sent or distributed by you on or through AES Indiana Plus, the Company may investigate and, in its sole discretion remove or require the removal of such Content and hold you responsible for same.

You acknowledge that the Company may disclose any Content of any kind posted, stored, sent or distributed on or through AES Indiana Plus and the identity of the party posting, storing, sending or

distributing such Content: (a) to satisfy any legal, regulatory, law enforcement or government request; (b) if the Company deems such disclosure necessary or appropriate in order to operate or maintain AES Indiana Plus; or (c) to protect the rights or property of the Company, its parent, subsidiary and affiliate companies, third-party service providers, other AES Indiana Plus Users or third parties.

The Company, in its sole discretion, reserves the right, but has no duty, to prohibit any Content posted, stored, sent or distributed on or through AES Indiana Plus. However, the Company cannot ensure prompt removal of objectionable material after online posting. Accordingly, neither the Company nor its subsidiary or affiliate companies, third party service providers, or professional advisors or their officers, directors, employees, or agents shall assume or bear liability for any action or inaction with respect to User-submitted Content posted, stored, sent or distributed by others on or through AES Indiana Plus.

Acceptable Use

You agree to use AES Indiana Plus only for lawful purposes and as intended. You acknowledge that you are prohibited from engaging in any of the following types of conduct when using AES Indiana Plus:

- Posting, storing, sending or distributing any Content or material of any kind which is unlawful, infringing, injurious, threatening, fraudulent, libelous, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, offensive, knowingly harmful to another person, sexually explicit, profane, hateful, racially, ethnically, or otherwise malicious, or illegal;
- Invading the privacy of another or using without authorization the confidential or proprietary information of another;
- Using, reproducing or distributing Content or materials protected by intellectual property rights (including copyright) without the express prior written consent of the owner of such intellectual property rights;
- Violating any applicable international, federal, state, or local laws, rules, or regulations;
- Reproducing, distributing, transmitting, publishing, displaying, selling, posting, licensing, renting, modifying, translating, adapting, reverse-engineering, or creating derivative works of AES Indiana Plus or its Content without the prior written permission of the Company or the applicable owner;
- In the Company's judgment, adversely affecting the performance or function of AES Indiana Plus or its Content or restricting or inhibiting another User's use of or access to AES Indiana Plus or its Content;
- Using any robot, spider, bot, web crawler, or other computer program or automated method or mechanism to access, use or gather information, including other Users' information, or to copy any portion of AES Indiana Plus or its Content;
- Introducing, enabling or facilitating any virus, Trojan horse, worm, time bomb, cancelbot, malware, ransomware, adware or other computer program, software or routine which is malicious or may damage, interfere with, surreptitiously intercept, or expropriate AES Indiana Plus or its Content;
- 'Framing' or using framing techniques to enclose or present any portion of AES Indiana Plus or its Content;
- Posting or disseminating false or misleading information on or through AES Indiana Plus, committing fraud or falsifying information in connection with your use of AES Indiana Plus, or acting maliciously against the interests or reputation of the Company or its Customers;

- Reproducing or using AES Indiana Plus or its Content to create a competing app, website or service;
- Harvesting, collecting or copying email addresses, names, or other personal or identifying information of AES Indiana Plus Users or spamming AES Indiana Plus Users;
- Engaging in any conduct while using AES Indiana Plus that the Company determines to be inappropriate, unauthorized, or contrary to the intended purpose of AES Indiana Plus;
- Posting any Content or material that would constitute a criminal offense or give rise to civil liability; or
- Using AES Indiana Plus or its Content other than for its intended purposes in accordance with these Terms of Service.

Your Account

Primary features of AES Indiana Plus are restricted to authorized Users through User accounts. You may create an AES Indiana Plus User account (an "Account") by submitting your AES Indiana username and password in connection with other personal information, such as your name, phone number, email address, street address and zip code associated with same (collectively, "Credentials"). If you do not have a AES Indiana username and password, you will be required to create an online account with AES Indiana in order to access AES Indiana Plus. You may be required to provide certain Credentials when using secured features of AES Indiana Plus. You must provide truthful and accurate information when you create an Account and you must keep your Account information current. We will treat your Account information as set forth in our [Privacy Policy](#). It is your sole responsibility to ensure the Credentials associated with your Account remain current and accurate. Changes to your Credentials (other than your AES Indiana username and password) can be made directly through the App or by contacting AES Indiana Plus customer service through the App or the contact information provided in the App.

You are responsible for the activities that occur under your Account and for maintaining the confidentiality of your username, password and other Credentials. You are prohibited from sharing your Account with anyone else; provided that a feature on the App may enable you to link your Account to the Account(s) of one or more other AES Indiana Plus Users for the purpose of splitting/sharing your monthly bill. You agree to notify the Company immediately of any unauthorized use of your Account or any other breach, or suspected breach, of your Account by contacting us through the App or the contact information provided in the App.

You also agree to promptly notify the Company if your password is stolen, lost, disclosed to an unauthorized third party or otherwise may have been compromised or if you learn of or suspect any other breach of security regarding AES Indiana Plus. Persons who access, or attempt to access, the restricted features of AES Indiana Plus without authorization may be subject to prosecution. The Company reserves the right, in its sole discretion, to terminate your access to AES Indiana Plus and/or restricted features thereof at any time without notice in order to protect the integrity and security of AES Indiana Plus and/or other Users.

You will be able to make payments through your Account using the payment method you specify (credit card or digital wallet). You are responsible for all activities, purchases and payments associated with your Account. If you permit other persons to access your Account, you are responsible for any transactions that they initiate or authorize. Please contact your financial institution to report any unauthorized financial transactions associated with your Account.

When you create your Account, you may have the option to request and we may have the option to send SMS messages or telephone reminders with regard to your billing and similar other account-related messages such as (i) notice of a new bill, reminder of a scheduled payment, confirmation of

receipt of payment, and a reminder of an upcoming due date or other similar Account related messages; and (ii) high usage alert, notice of an outage and estimated time for restoration, when available, restoration updates (including that an estimated time for restoration is no longer valid), anticipated times that power will be restored, and notice of power restoration. The foregoing notifications, if sent, are for your information and assistance. However, we cannot guarantee the accuracy of these notices and you are required to confirm your billing dates and fulfill your payment obligations.

Your AES Indiana Plus Options

Once you have created an Account, in order to access AES Indiana products through AES Indiana Plus, you will be required to provide us with your AES Indiana username and password. AES Indiana Plus will access your AES Indiana account on a regular basis in order to offer the features below.

By signing up for any of the below listed features offered through AES Indiana Plus, you are entering into a legally binding contract which, except as otherwise expressly provided, incorporates the current AES Indiana Plus Terms of Service and any terms and conditions of AES Indiana specific to such feature. Read all provisions carefully to understand your rights and responsibilities.

Bill Pay: Provided you are current on your AES Indiana bill, you may pay your monthly AES Indiana bill through your Account in the App using the payment method you specify. You must specify a valid payment method in order to access Bill Pay. If you choose to pay your monthly bill using a credit card or digital wallet, you will incur the same fees as you would if you paid online through AES Indiana. If you sign up to pay your monthly AES Indiana bill through the App, you authorize and direct us to, and for so long as we receive timely payment from you we will be responsible to, pay your monthly bills to AES Indiana, starting with your first monthly bill from AES Indiana following the date you sign up for Bill Pay through the App. You authorize the Company to contact AES Indiana to establish or modify your preferred billing date from AES Indiana. If you enroll in Budget Billing or the Green Power Option through the App, you will automatically be enrolled in Bill Pay through the App.

Bill Splitting: At your request and at its discretion, the Company may split your monthly AES Indiana bill between you and other AES Indiana Plus Users with Accounts linked to your Account for such purpose. Note that such bill splitting may be undertaken by the Company solely as a courtesy to you and in no way relieves you of the responsibility for all amounts due under your account with AES Indiana. Any payment by you as part of a bill-split will be deemed to be a partial payment of your AES Indiana bill.

Budget Billing and Green Power Option Bundle: Subject to any additional terms and conditions imposed by AES Indiana, you may enroll in both Budget Billing and the Green Power Option for 100% of your home energy usage through your Account in the App, described in more detail below.

Budget Billing: By enrolling in Budget Billing, your monthly charge will start at an amount equal to 9.1% over the average amount for your last 12 AES Indiana bills. You'll be billed the same amount for the first three months, even if your energy use varies. Your payment amount may be adjusted once every three months, as your actual energy use is factored into your rolling 12-month average. On every monthly bill, you'll see how much energy you actually used and the cost, which may be more or less than the amount you pay that month under the Budget Billing plan. AES Indiana will "settle up"

with a credit or balance due in month 12, but seasonal adjustments throughout the year help avoid surprises. Please note that Budget Billing is offered through the App on behalf of AES Indiana and will be governed by AES Indiana's terms and conditions regarding the program. If you have additional questions regarding Budget Billing, you should contact AES Indiana customer service at 888.261.8222, or email them through the form found at <https://www.aesindiana.com/contact-us>.

Green Power Option: AES Indiana's Green Power Option allows you to specify all of your monthly electricity use to be generated by an environmentally friendly, renewable resource. AES Indiana's Green Power Option, approved by the Indiana Utility Regulatory Commission as AES Indiana's Standard Contract Rider No. 21, is available to eligible Customers who wish to purchase "Green Power" from the AES Indiana -sponsored "Green Power Initiative" program. By enrolling in the Green Power Option through the App, you will only be able to purchase 100% of your electricity from a renewable energy source; if you wish to purchase 25% or 50% as permitted by the rider, you should enroll in the Green Power Option through AES Indiana directly. Green Power, through this Option, includes energy generated from renewable and/or environmentally friendly sources, including: Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops and All energy crops, Hydro – as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Wood Waste including mill residue, but excluding painted or treated lumber. Green Power includes the purchase of Renewable Energy Certificates from the sources described above. By enrolling in the Green Power Option, you agree to pay a premium in addition to AES Indiana's standard, regulated rate. This rate regulated premium will be used by AES Indiana to purchase renewable energy credits equal to the amount of your energy usage. As of ~~September 1, 2019~~ August 31, 2021, the premium for AES Indiana's Green Power Option was adjusted to \$0.0031 per kilowatt-hour. A typical residential customer using 1,000 kWh per month enrolled at the 100% level would pay an additional \$31.00 on their AES Indiana electric bill. Use AES Indiana's cost estimator to see your custom premium at <https://myaccount.aesindiana.com/GreenPowerEstimator/default.aspx>. Please note that Green Power Option is offered through the App on behalf of AES Indiana and will be governed by AES Indiana's terms and conditions regarding the program. If you have additional questions regarding the Green Power Option, you should contact AES Indiana customer service at 888.261.8222, or email them through the form found at <https://www.aesindiana.com/contact-us>. You may also review the Green Power frequently asked questions and get further information here: <https://www.aesindiana.com/green-power>.

Termination of Your Account: In the event that you terminate your AES Indiana Plus Account, the Company will no longer be responsible for paying your monthly charges to AES Indiana or otherwise administering any of the foregoing features. To the extent you have signed up for Bill Pay through the App and you subsequently terminate your Account, you will be solely responsible for making other arrangements to pay your monthly charges to AES Indiana. To the extent you have signed up for Budget Billing or the Green Power Option and you subsequently terminate your Account, you will continue to be enrolled in those feature(s) and should contact AES Indiana if you wish to change your enrollment. For the avoidance of doubt, in the event your AES Indiana Plus Account is terminated, you remain obligated to pay any outstanding fees, and you consent to the automatic charging of your chosen payment method on file for any outstanding fees owed by you at the time of such termination, without further notice to or consent from you.

Arrearages: In the event of any failure or delay in payment by you (or your credit card company or other responsible financial institution) of your monthly charges, the Company will provide notice to you through your Account (a "Late Payment Notice") and you agree to pay all overdue amounts and interest on overdue amounts at the maximum rate permitted by law and to indemnify and reimburse us for any expenses (including reasonable attorney fees) we may incur in collecting amounts owed by you to AES Indiana.

Acknowledgment: You acknowledge and agree that the obligations of the Company under AES Indiana Plus are limited to providing the App and that the Company has no responsibility or obligation regarding the generation or delivery of power to you or any disruption, suspension or interruption in the generation or delivery of power to you. If you experience any disruption, suspension or interruption in the delivery of power to you, contact AES Indiana.

AES Indiana Plus is solely for the purpose of payment options and feature enrollment between the Company and Customer for AES Indiana offerings. All terms and conditions of AES Indiana service, including AES Indiana's right to terminate service to a customer, shall be as stated in AES Indiana's Tariff on file with Indiana Utility Regulatory Commission. Customer is under no obligation to use AES Indiana Plus.

No Warranty; Warranty Disclaimers

AES INDIANA PLUS, INCLUDING ALL CONTENT PROVIDED THROUGH OR RELATED TO SAME, IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARY, OR AFFILIATED COMPANIES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS OR LICENSORS ARE RESPONSIBLE FOR PROVIDING MAINTENANCE OR SUPPORT SERVICES FOR AES INDIANA PLUS OR SUCH CONTENT. THE COMPANY EMPLOYS COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE APP AND DATA, INFORMATION, AND OTHER MATERIALS RELATED TO AES INDIANA PLUS (EXCLUDING ANY USER-GENERATED CONTENT AND THIRD-PARTY CONTENT) THAT IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY CAN BE GUARANTEED.

THE COMPANY DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, SECURITY, TIMELINESS, OR AVAILABILITY OF AES INDIANA PLUS, THE APP OR AES INDIANA PLUS CONTENT. THE COMPANY DOES NOT WARRANT THAT AES INDIANA PLUS OR THE APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS THEREIN WILL BE CORRECTED, OR THAT AES INDIANA PLUS OR THE HARDWARE, SOFTWARE, APP OR NETWORKS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. THE COMPANY IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS IN AES INDIANA PLUS OR ITS CONTENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, LIMITED OR STATUTORY, OR ARISING FROM CUSTOM IN THE TRADE, WITH RESPECT TO AES INDIANA PLUS, ITS CONTENT, THE APP AND ANY GOODS AND SERVICES OBTAINED THROUGH THIRD PARTIES REFERENCED OR MADE AVAILABLE ON OR THROUGH AES INDIANA PLUS, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT. THE COMPANY HAS NO RESPONSIBILITY FOR THE TIMELINESS,

Data Request OUCC DR 3 - 9

SRS-2, page 3 states, "While the Usage Adder fee and Program Fee may differ by Customer, we will attempt to determine and apply these fees consistently using factors that affect a Customer's energy usage."

- a. Please identify each individual data point considered in determining the Program Fee other than the factors explicitly listed in SRS 2, page 3, first paragraph: utility fuel cost change, unexpected seasonal variation, non-seasonal variation, credit card fees and REC premiums.
- b. For each item considered in calculating the Program Fee, including utility fuel cost change, unexpected seasonal variation, non-seasonal variation, credit card fees and REC premiums, please explain how the item value is calculated and weighted in determining the Program Fee. Please provide supporting calculations.
- c. Please explain the circumstances that would result in customers receiving different Program Fees.
- d. Please explain Uplight's definition of the word "consistently" as used in this portion of SRS-2.
- e. Please explain how Uplight will "attempt to determine and apply" the Usage Adder Fee and Program Fee "consistently".

Enter Response Below

Objection:**Response:**

The phrase "attempt to determine" is intended to acknowledge that the process of developing a custom offer involves estimates or projections and will be personalized as the analytics become more refined. The Pilot program will allow Uplight to further improve the model and add personalization in the methodology to create a Subscription Offer that better reflects the individual energy use profiles of each Subscriber. Although the methodologies used to determine a Program Fee will be uniformly applied to all customers, the individual results of those methodologies may vary based on each user's energy profile.

- a. The individual data points that will be considered include customer tariff class, customer usage, and customer participation in DSM/EE programs. The full set of data points will be hypothesized, researched and validated with further program experience.
- b. Initially the Program fee is set at 10% for all customers. This initial Program Fee is calculated based on the total cost of the risk associated with offering a subscription model, including the factors mentioned in AES Indiana Attachment SRS-2, page 3. As the program develops, the Program Fee calculation may be further personalized by also including more granular variables like those mentioned above in OUCC DR 3-9 (a). While the methodology is expected to improve and become more personalized over time, the method will be consistent for all customers at any point in time and the Program Fee will continue to be capped at 10% throughout the Pilot period. The formula for the Program fee is:

$$\text{Program Fee} = \text{Risk Premium} + \text{average operational costs}$$

Risk Premium is defined as two standard deviations of bill fluctuations due to the cost of the risk factors associated with offering a subscription model, including the factors identified in AES Indiana Attachment SRS-2, page 3, and AES Indiana Attachment SRS-6.

- c. See OUCC DR 3-9(a) and (b).
- d. The word “consistently” is used to denote that the Program Fee and Usage Adder will be calculated using the same methodologies and variables for each customer. See OUCC DR 3-9(b) and (e).
- e. The Program Fee will be determined and applied consistently as described in OUCC DR 3-9 (b). In addition, the factors used to develop the Program Fee formula can vary as forecasts change; as a result, customers subscribing at different points in time may receive different Program Fees.

Uplight will initially set the Usage Adder at 4%. For customers enrolling into certain DSM measures, the Usage Adder may be lower. In addition, the Usage Adder may be different between different renewal years as the Usage Adder addresses behavioral response to the absence of price signals that may normalize over time. In the same timeframe, two customers with the same individual characteristics like: the same number of years in the subscription, having the same usage behavior, in the same tariff class, and having the same DSM program enrollment(s) will have the same Usage Adder.

AES Indiana Attachment
SRS-6R

Data Request OUCC DR 1 - 2

Please detail the cost of each element included in the Program Fee. Please include the calculation of the cost and the element's percentage of the total.

Enter Response Below

Objection:

AES Indiana objects to the Request on the grounds and to the extent the Request solicits information that is confidential, proprietary, competitively sensitive and/or trade secret. Subject to and without waiver of the foregoing objections, AES Indiana provides the following response with the confidential information provided pursuant to the nondisclosure agreement between the parties.

Response:

The elements included in the Program Fee are the Administrative Costs, Weather Fluctuations, and Price Fluctuations related to the potential for the Subscriber's electricity costs to increase throughout the 12-month subscription. See OUCC DR 1-2 Confidential Attachment 1 for further detail on the components of the Program Fee.

The Program Fee is initially set at 10% and may be adjusted down based upon program experience. Incentivizing participation and maintaining competitiveness is a goal for this program, and adjusting the Program Fee will be one tool to further incentivize program participation.

For example, for a Residential customer with an Expected Rate of \$0.12/kWh, the Program Fee would be a maximum of \$0.012/kWh. Assuming the Residential customer uses 1,000kWh, the cost of that Program Fee would be \$12 per month $[1,000 \text{ kWh} * \text{the } \$0.012/\text{kWh} = \$12.00]$.

DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER SUBMITTED CONTENT OR COMMUNICATION.

THE COMPANY DOES NOT WARRANT THAT AES INDIANA PLUS, ITS CONTENT OR THE APP WILL RESULT IN ANY PARTICULAR COMPETENCY OR MEET YOUR PARTICULAR NEEDS.

THE COMPANY MAKES NO REPRESENTATION THAT AES INDIANA PLUS IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION OR JURISDICTION. YOU ARE RESPONSIBLE FOR COMPLYING WITH THE LAWS AND REGULATIONS APPLICABLE TO YOU.

YOUR USE OF AES INDIANA PLUS, ITS CONTENT AND THE APP IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, INCLUDING ANY LOSS OF DATA, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.

NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR IN ANY MANNER FROM OR THROUGH AES INDIANA PLUS CREATES ANY WARRANTY.

Limitation of Liability

YOUR DECISION TO USE AES INDIANA PLUS IS AT YOUR DISCRETION AND YOUR USE OF AES INDIANA PLUS IS AT YOUR OWN RISK. BY USING AES INDIANA PLUS, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT IN NO EVENT WILL THE COMPANY OR ITS PARENT, SUBSIDIARY OR AFFILIATE COMPANIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (THE "COMPANY PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH AES INDIANA PLUS, ITS CONTENT, ANY GOODS OR SERVICES OBTAINED FROM OR THROUGH AES INDIANA PLUS OR THIRD PARTIES ASSOCIATED WITH AES INDIANA PLUS, YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE AES INDIANA PLUS, ITS CONTENT, THE APP OR THESE TERMS OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Note that some states, including New Jersey, may not permit certain limitations of liability or damages and if you live in one of those states, these limitations may not apply to you.

Suspension, Termination

If you violate applicable laws or these Terms of Service, you may be immediately prohibited from further use of AES Indiana Plus or its Content. In addition, the Company may suspend or terminate your Account or your access to AES Indiana Plus or its Content, in whole or in part, temporarily or permanently, in the Company's sole discretion, including if your AES Indiana account is terminated, with or without notice to you.

Discontinuing AES Indiana Plus, App, Content.

The Company reserves the right to modify, or temporarily suspend or discontinue AES Indiana Plus, its Content or the App, in whole or in part, at any time, in its sole discretion within the parameters set in the under-Company's contracts with AES Indiana, for any reason without liability to you, for any reasons such as the following:

- Company or AES Indiana Plus may experience temporary interruptions due to technical difficulties, maintenance or testing, security breach or updates, including those required to reflect changes in relevant laws and regulatory requirements.
- We aim to evolve and improve the AES Indiana Plus constantly, and Company and AES Indiana may modify, suspend, or stop (permanently or temporarily) providing all or part of

the AES Indiana Plus (including particular functions, features, subscription plans, and promotional offerings).

Upon any suspension or discontinuation, the Company will notify you of such suspension or discontinuation and make reasonable efforts to continue Bill Pay and other services during the suspension. The Company will provide you information on implications of such suspension or discontinuation and take steps to help the customer avoid damages by sending notifications about such events and instructions for bill pay. AES Indiana Plus The Company will bear any immediate AES Indiana account and Bill Pay impacts, including late fees and termination fees, caused by these interruptions. Neither the Company, nor its agents/subcontractors shall be liable to you or any third party for any further damage or loss caused or alleged to have been caused by or in connection with the modification or discontinuance of AES Indiana Plus, its Content or the App.

Effect of Termination.

If the Company suspends or terminates your AES Indiana Plus Account or your- AES Indiana account is terminated, the Company has no obligation to provide any further data or information to you, so you are advised to back-up any information you want to retain. The Company will send you email confirmations of payments made and SMS for failed payments, which you can use as a data trail if you chose to maintain this record. The Company may continue to use and/or store certain information and data about you and your Account after termination of your Account, including personal information, subject to the terms of the Privacy Policy. To the extent you have signed up for Bill Pay through the App and your Account is subsequently terminated, you will be solely responsible for making other arrangements to pay your monthly charges to AES Indiana. To the extent you have signed up for Budget Billing or the Green Power Option and your Account is subsequently terminated, you will continue to be enrolled in those feature(s) and should contact AES Indiana if you wish to change your enrollment.

No Liability for Suspension or Termination. The Company shall not be liable to you or anyone else for any damages arising from or related to the suspension or termination of your Account, however, the Company will take steps to help the customer avoid damages including notifications and instructions for bill pay; your access to AES Indiana Plus, its Content or the App (in whole or in part); or in the event the Company modifies, discontinues or restricts the availability of AES Indiana Plus or its Content or the App (in whole or in part).

General Provisions

Cooperation with Law Enforcement. The Company cooperates with law enforcement and legal authorities in their investigation of violations and enforcement of applicable laws. YOU WAIVE AND HOLD THE COMPANY AND ITS REPRESENTATIVES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT OR LEGAL AUTHORITIES RELATING TO THEIR INVESTIGATIONS AND/OR YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.

Assignment. We may assign our rights and delegate our duties (through subcontract or assignment) under these Terms of Service at any time, in whole or in part, to any party without notice to you. You may not assign your rights or delegate your duties under these Terms of Service without our prior written consent and any such attempted assignment or delegation without our consent is void. These Terms of Service shall be binding on and inure to the benefit of the Parties' successors and assigns.

Compliance with Laws. Visitors and Users of AES Indiana Plus, its Content or the App shall at all times comply with all applicable international, federal, state and local laws, rules and regulations.

Third-Party Beneficiaries. These Terms of Service do not confer any rights, remedies, or benefits upon any person other than you and the Company, except that the Company's parent, subsidiary and affiliate companies are third-party beneficiaries of these Terms of Service.

Interpretation; Conflicts. These Terms of Service and any additional terms and conditions imposed by AES Indiana with respect to feature offered through the App comprise the entire agreement between you and the Company with respect to your access to and use of AES Indiana Plus, its Content and the App. In the event of a conflict between these Terms of Service and AES Indiana's approved tariff, the terms of the tariff will control.

No Waiver. The Company's failure to enforce any provision in these Terms of Service will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the Company and shall not be construed as a waiver or relinquishment to any extent of the Company's right to assert or rely upon any such provision or right in that or any other instance.

Severability. If any provision of these Terms of Service is held invalid, illegal, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The remaining provisions shall be separately enforced to the maximum extent permissible so as to effect the intent of these Terms of Service.

Headings. The headings in these Terms of Service are for convenience only and shall not affect the interpretation thereof.

Electronic Communications. By accessing AES Indiana Plus or by sending electronic communications (including emails) to us, you (1) consent to receive communications from us electronically, and (2) agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. We may communicate with you by email or by providing notices through AES Indiana Plus, including the App. These Terms of Service and any other documentation, agreements, notices, or communications between you and the Company, including signatures, may be provided or exchanged electronically, to the extent permitted by law. The Company may provide notices to you by using any contact information provided by you or through your Account, or by posting such notices via AES Indiana Plus, including the App. Please save a copy of all documentation, agreements, notices, and other communications you want to retain for your reference.

Feedback. If you submit comments, questions or feedback to us via or regarding AES Indiana Plus, including the App, they will not be considered or treated as confidential. We may use any comments, questions and feedback that you send us in our discretion and without attribution or compensation to you.

Other Terms. Your use of AES Indiana Plus is subject to the additional disclaimers and notices that may appear throughout AES Indiana Plus and any other agreements between the Company and you regarding information available on, in or through AES Indiana Plus. These Terms of Service, including all other documents, disclaimers, agreements and notices referenced herein and through AES Indiana Plus, represent the entire understanding between you and the Company regarding AES Indiana Plus and supersede any prior statements or representations.

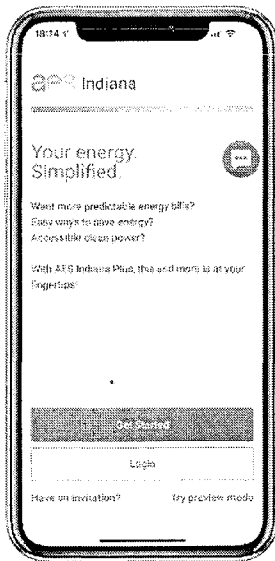
Contact Us

For questions regarding AES Indiana Plus, its Content, the App, or these Terms of Service, please contact us at <https://www.aesindiana.com/contact-us>.

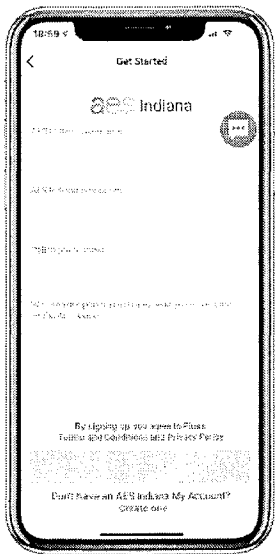
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AES Indiana Attachment
SRS-4R

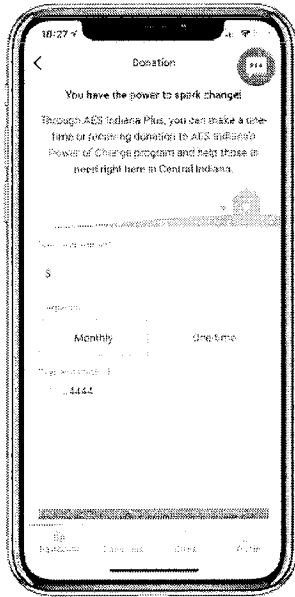
Screenshot 1: App landing screen



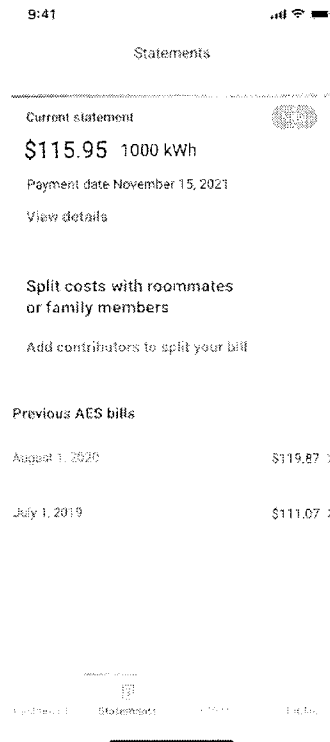
Screenshot 2: App Sign-up



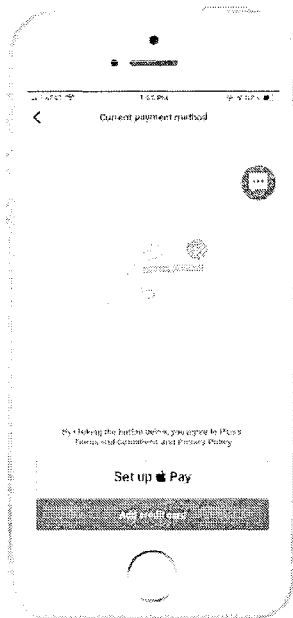
Screenshot 3: AES Indiana Power of Change charitable donation



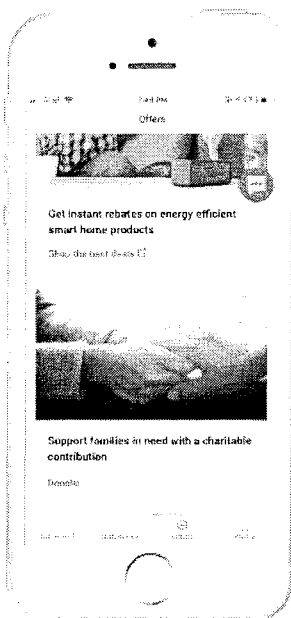
Screenshot 4: statements page



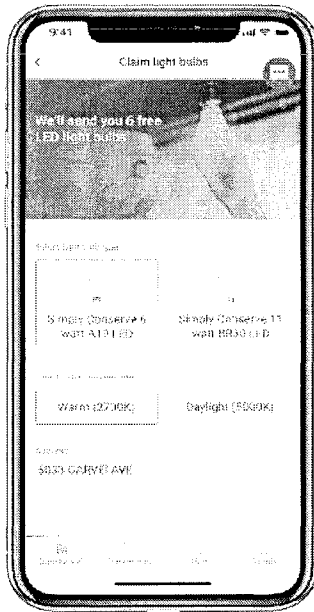
Screenshot 5: Payment method addition



Screenshot 6: DSM and premium feature offers



Screenshot 7: DSM program signup



Screenshot 8: Account Login

9:41

Sign up with AES Account

aes

AES username

indianauser

AES password

Cellphone number

+1234567890

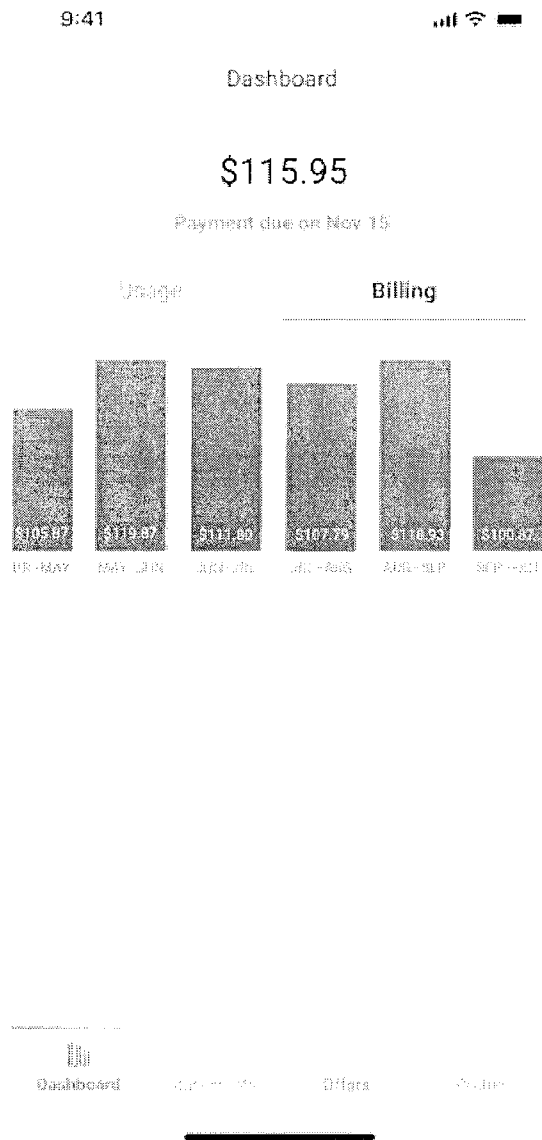
We use your phone number to send you a one-time verification code

By signing up, you agree to AES's Terms and Conditions and Privacy Policy

Sign up

Don't have an AES account? Create one

Screenshot 9: Account homepage – dashboard



Screenshot 10: Offer tab

The screenshot shows the 'Offers' tab of the AES Indiana mobile app. At the top, the AES logo is displayed above a horizontal line, with the word 'plus' below it. The main heading reads 'Pay the same amount each month with clean energy offsets and no true-up.' Below this, a sub-heading states: 'Sign up for our special monthly payments with the clean offset and you'll pay the same amount every month.' The first offer is titled '100% clean energy' with a sub-heading 'All clean, renewable energy'. It includes a graphic of a wind turbine and a leaf. The description says: 'Know that all of your waste is offset by Green Power which also supports the development of renewable energy sources.' The second offer is titled 'Flat monthly rate' with a sub-heading 'Fixed, predictable monthly payment'. It includes a graphic of a clock. The description states: 'Guaranteed monthly payment of \$105 per month. Includes everything you need to get started. \$105 per month flat fee.' Below the offers, a navigation bar at the bottom contains four icons: a house for 'Dashboard', a document for 'Statements', a crossed-out circle for 'Offers' (which is highlighted with a thick black bar), and a person for 'My Profile'.

aes
plus

Pay the same amount each month with clean energy offsets and no true-up.

Sign up for our special monthly payments with the clean offset and you'll pay the same amount every month.

100% clean energy
All clean, renewable energy

Know that all of your waste is offset by Green Power which also supports the development of renewable energy sources.

Flat monthly rate
Fixed, predictable monthly payment

Guaranteed monthly payment of \$105 per month. Includes everything you need to get started. \$105 per month flat fee.

\$105

Dashboard Statements Offers My Profile

Screenshot 11: Bundle Offer



plus

Pay the same amount each month with clean energy offsets and no true-up.

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



100% clean energy
With \$100 a month offset

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



Flat monthly rate
With a flat rate of \$100.95 a month

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



Automatic payments
With a flat rate of \$100.95 a month

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.

YOUR PAY

\$100.95 /month

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.

[Learn more about this offer](#)



plus

Pay the same amount each month with clean energy offsets and no true-up.

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



100% clean energy
With \$100 a month offset

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



Flat monthly rate
With a flat rate of \$100.95 a month

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.



Automatic payments
With a flat rate of \$100.95 a month

With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.

YOUR PAY

\$100.95 /month

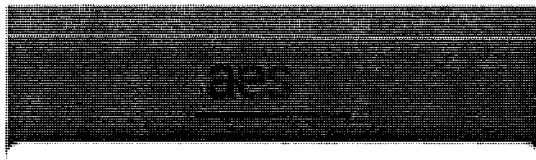
With this bundle offer, you'll pay the same amount each month for your electricity, no matter how much you use. This means you'll never have a surprise bill at the end of the year.

☒ I agree to the terms and conditions of this offer.

Great, sign me up

[Learn more about this offer](#)

Screenshot 12: Uplight Privacy Policy



Privacy Policy



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Lauren Brown, 63, of Chapel Hill, N.C., is a member of the American Society of Human Resources.

[illegible]

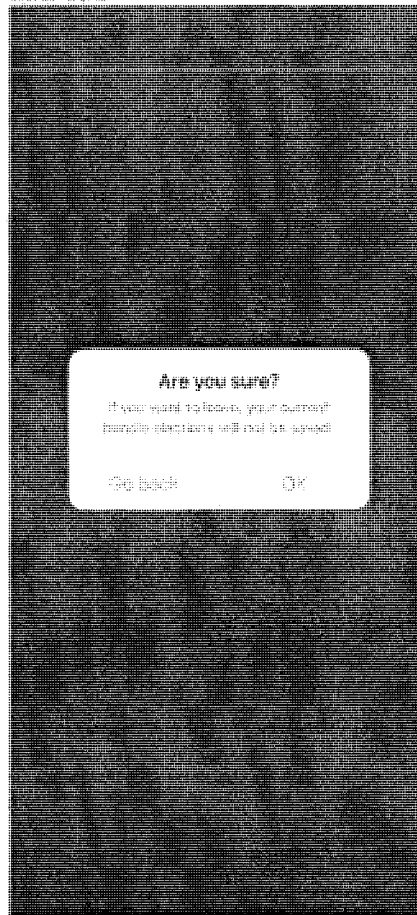
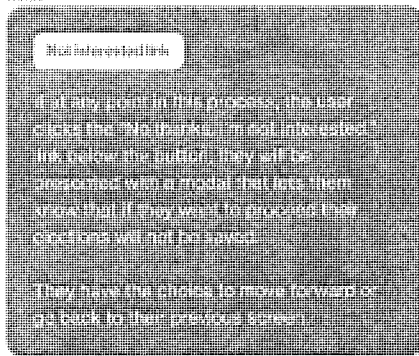
The first step in the process is to identify the problem. This involves gathering information about the situation and the people involved. Once the problem is identified, the next step is to analyze it. This involves breaking the problem down into its component parts and understanding how they are related. The third step is to develop a plan. This involves deciding on the best way to solve the problem and the steps that need to be taken. The fourth step is to implement the plan. This involves putting the plan into action and making any necessary adjustments. The final step is to evaluate the results. This involves assessing the effectiveness of the solution and determining if any further action is needed.

1. Which of the following is a **strong** correlation?
2. Which statement is **not** true?
3. Which of the following is a **weak** correlation?
4. The following graph is plotted
5. In correlation, the subject of the study is termed as the **independent** variable.
6. Scatter plot can be also represented in the form of **matrix** and **scatter**.
7. The sign of the correlation coefficient, r , indicates that the strength of the linear relationship

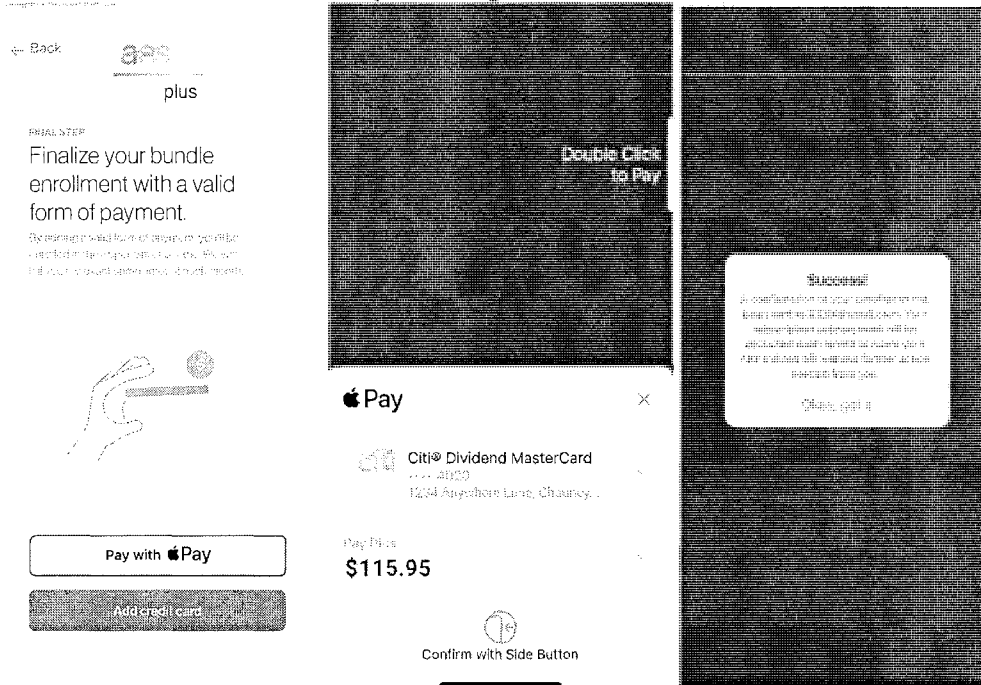
Finalize my enrollment

Key Words: Fatigue; Immersion; Performance

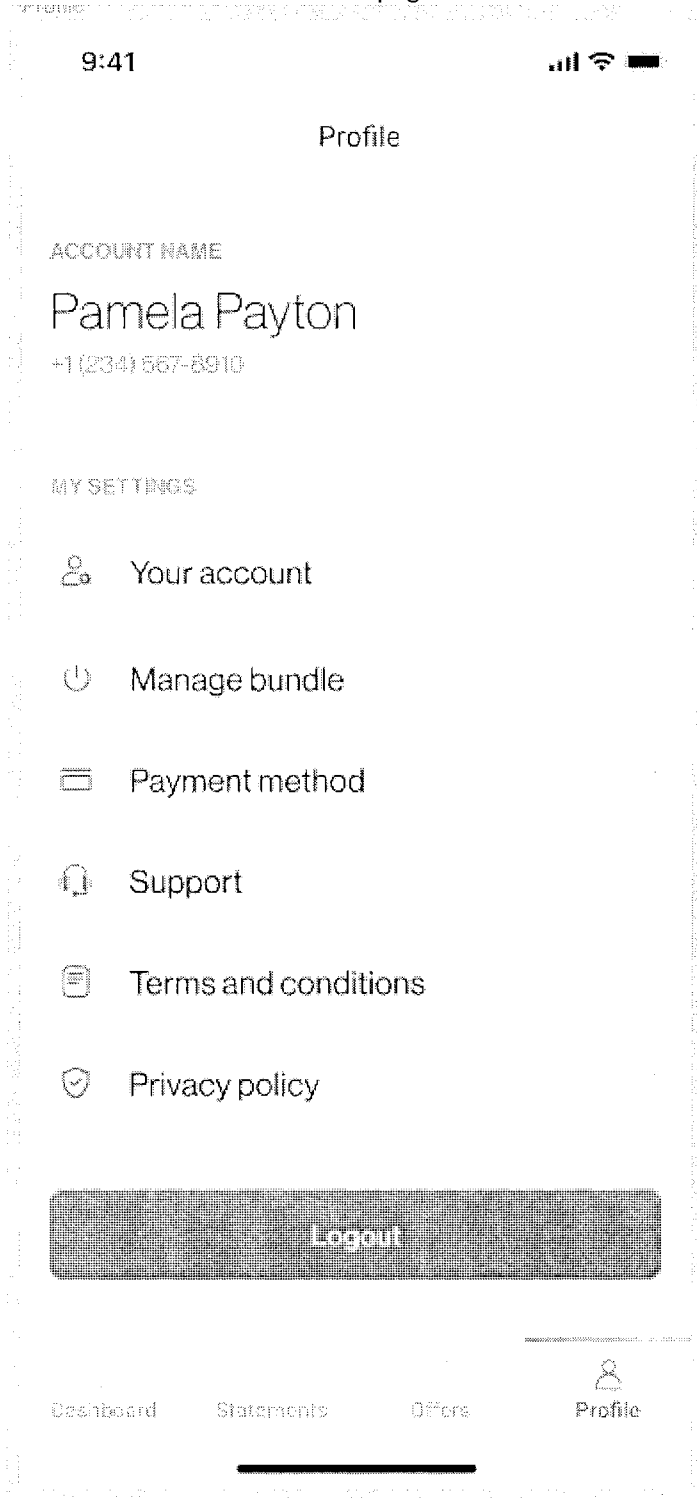
Screenshot 14: Not Interested Link



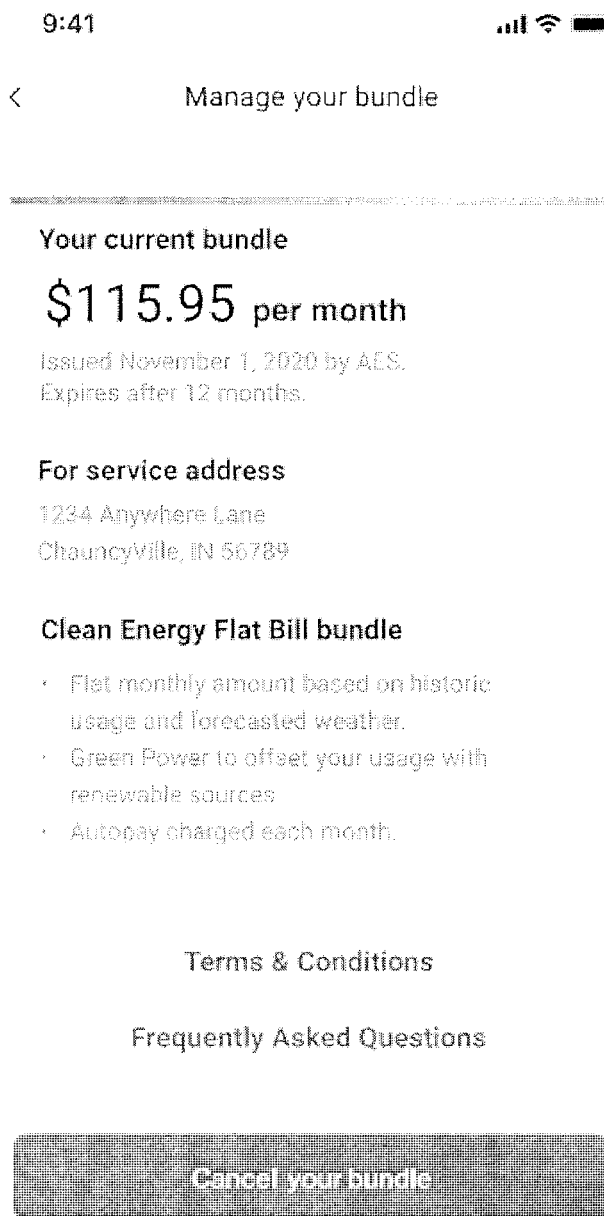
Screenshot 15: Subscription Payment Page



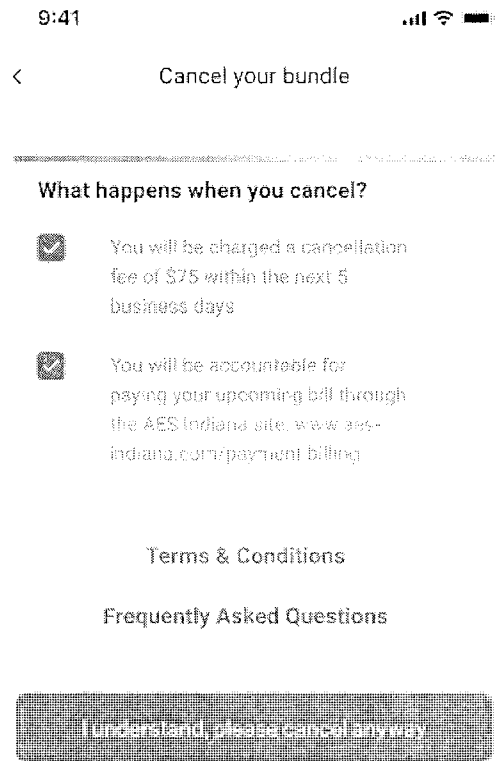
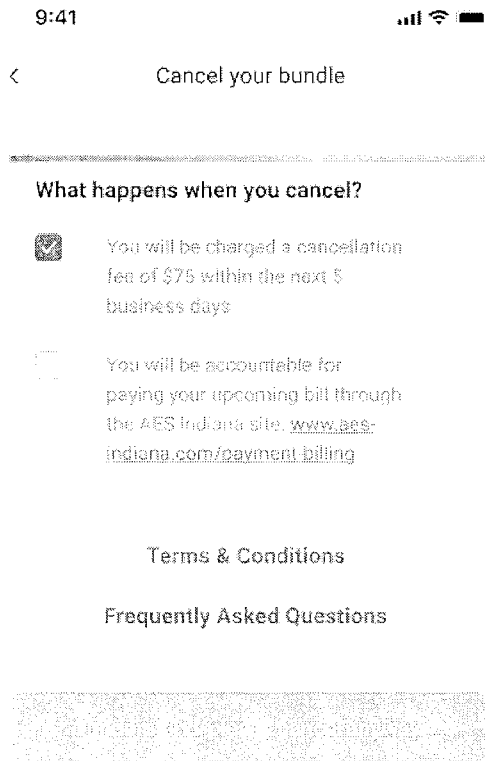
Screenshot 16: Account Homepage



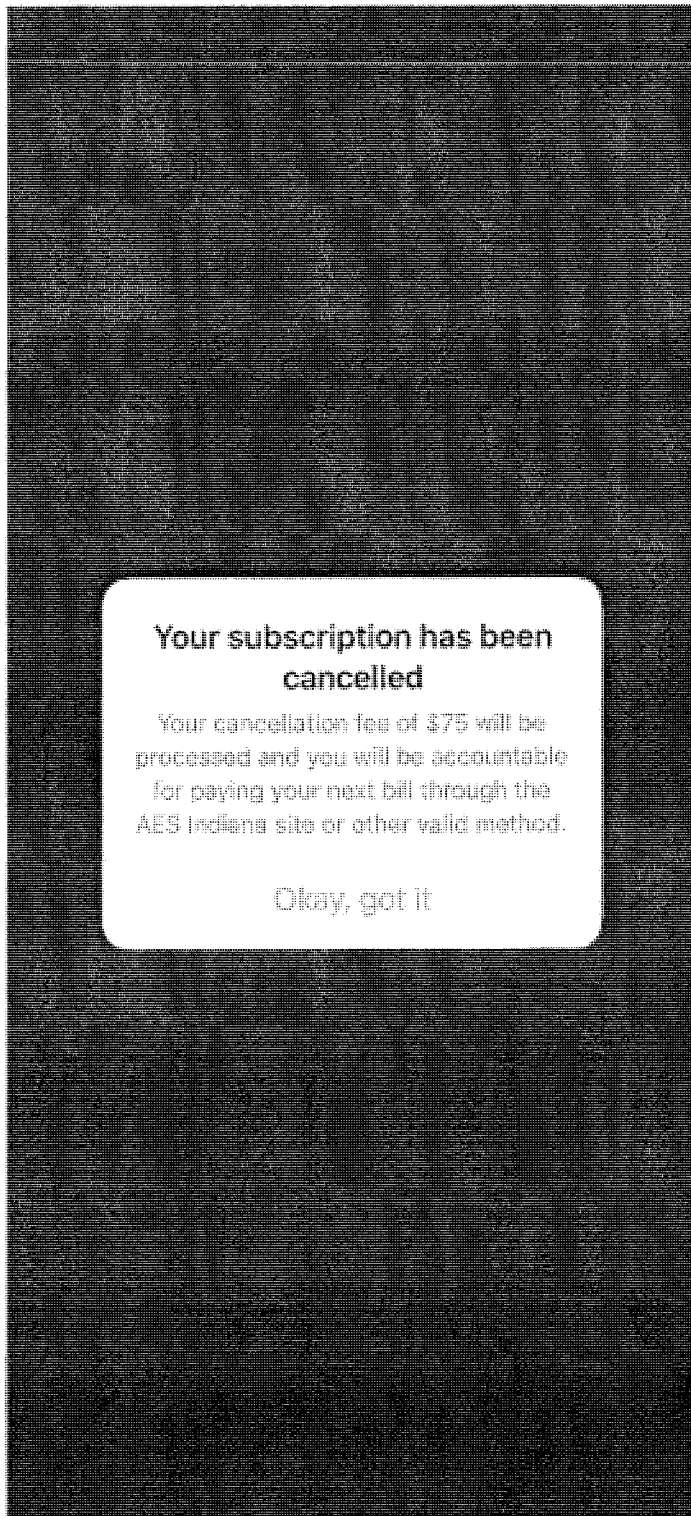
Screenshot 17: Manage your bundle page



Screenshot 18: Cancel your bundle



Screenshot 19: Cancellation confirmation



AES Indiana Attachment
SRS-5R

Data Request OUCC DR 3 - 5

Referencing SRS-3, page 7 of 12. "As of September 1, 2019, the premium for AES Indiana's Green Power Option was adjusted to \$0.001 per kilowatt-hour. A typical residential customer using 1000 kWh per month enrolled at the 100% level would pay an additional \$1.00 on their AES Indiana electric bill."

- a. What is the current premium for AES Indiana's Green Power Option in per kilowatt-hour adjustment and impact to a typical customer using 1000 kWh per month enrolled at the 100% level?
- b. Will the AES Indiana's Green Power Option per kilowatt-hour cost and typical customer monthly bill impact be updated in the document, "AES Indiana Plus App Terms of Service" (SRS-3)?

Enter Response Below

Objection:**Response:**

- a. The current green power premium is \$0.003 per kWh. A typical residential customer using 1000 kWh per month enrolled at the 100% level would pay an additional \$3.00 on their AES Indiana electric bill.

The projected AES Indiana Green Power Initiative tariff rate will be included in the Subscription Offer calculation as part of the Expected Rate. The reference in AES Indiana Attachment SRS-2 to "REC premiums" that may be included in the Program Fee is identified, similar to fuel cost changes, as a type of tariff rate change that was not projected when the Expected Rate was calculated. As shown in AES Indiana Attachment SRS-6, the Program Fee is intended to recover the costs associated with tariff rate changes that were not forecasted as part of the Expected Rate that may occur during the Subscription period.

In AES Indiana Attachment SRS-2, page 3, the Clean Energy Subscription Term states that the RECs for the program "may be furnished under AES Indiana Standard Contract Rider No. 21: Green Power Initiative or other appropriate means." The phrase "or other appropriate means" is intended to provide Uplight optionality in case AES Indiana's Green Power Initiative cannot furnish the required RECs for the Subscribers, though AES Indiana does not expect this to occur.

- b. The current green power premium will be reflected to the customer at the time of subscription through the Terms of Service. Uplight will update the Terms of Service annually to provide customers up-to-date information on AES Indiana Standard Contract Rider No. 21: Green Power Initiative. Additionally, the Terms of Service document also directs customers to the AES Indiana cost estimator to see their custom green power premium based on their individual usage.

Data Request OUC DR 3 - 8

Reference Exhibit SRS 4-8: AES Indiana Plus Subscription model offer.

If the “Yes, subscribe me!” button is pushed on this screen, will the customer automatically be subscribed in the AES Indiana Plus Clean Energy Flat Bill Subscription program? If not, please explain the intervening steps that will occur before the customer is subscribed.

Enter Response Below

Objection:

Response:

No, the customer would not be subscribed until after the customer reviews and accepts the terms and conditions. And then, the customer has seven days to unsubscribe free of charge. As shown in the illustrative screen shots, significant details will be available to the customer before enrolling into the program.

Exhibit SRS 4-8 shows the Subscription Offer amount as well as what the customer would be receiving by enrolling in the program. The customer can click “Offer Details” or “Yes, Subscribe me” on Exhibit SRS 4-8 and they will be taken to view a more detailed Subscription Offer, including comparative analysis to their last year’s bills, as well as links to FAQs and Terms of Service (shown in Exhibit SRS 4-8 (a) and (b)). When the customer clicks “Yes, subscribe me!” button in Exhibit SRS 4-8 (b), they will be presented with the Terms and Conditions. It is only once the consumer accepts the Terms & Conditions and has a valid payment method on file, that they will be enrolled in the subscription and their payment method on file on the AES Indiana Plus App will be charged. In addition, once the customer has enrolled in the program, the customer will receive an email with the full detailed offer and the Terms and Conditions. The customer can unsubscribe free of charge, within seven days of enrollment.

OUCC DR 1-2 Confidential Attachment 1 (Redacted)

Program Fee Component Breakdown

The Program Fee proposed for the *AES Indiana Plus* Subscription includes components related to Administrative Costs, Weather Fluctuations, and Price Fluctuations.

Administrative Costs

The Administrative Costs included in this component include technology costs, payment processing costs, and marketing costs. The technology component represents [REDACTED] of the Program Fee. The payment processing and marketing costs represent [REDACTED] of the Program Fee. In total, the Administrative Costs component represents [REDACTED] of the Program Fee.

Weather Fluctuations

The cost related to Weather Fluctuations are included in the Program Fee. The Weather Fluctuations component represents [REDACTED] of the Program Fee.

Price Fluctuations

The cost related to Price Fluctuations are included in the Program Fee. The Price Fluctuation component represents [REDACTED] of the Program Fee.