

JUST ENERGY SMART THERMOSTAT PROGRAM TERMS OF SERVICE

Just Energy Texas L.P. d/b/a Just Energy
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Houston, Texas 77056
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PUCT Certificate No. 10052
Mon – Fri: 8:00 am to 8:00 pm CST
Sat: 9:00 am to 6:00 pm CST

These Smart Thermostat Program Terms of Service and Smart Thermostat Product Label (“Product Label”) collectively form the Agreement. Just Energy Texas L.P. d/b/a Just Energy (“Just Energy,” “we,” “us,” or “our”) will provide you, the Customer (“you,” “your,” “my,” or “Customer”) the thermostat equipment and services outlined below, on the terms and conditions set forth in this Agreement to manage and optimize the use of the heating and cooling systems in your home, and you agree that you want the Equipment and Services in accordance with the terms of this Agreement. In this Agreement, “Equipment” means all new or reconditioned equipment installed, provided or rented to you by Just Energy or our agents, including but not limited to, thermostats, wireless gateway/routers, any other hardware and all software or downloads to Just Energy Equipment. In this Agreement, “Services” means energy efficiency, peak load reduction and system diagnostic services, and related services provided by Just Energy to manage your energy usage. You acknowledge having authority to enter into this Agreement because you are either the owner of the residence identified (“Residence”) or have been authorized by the owner to sign this Agreement on their behalf. You understand that an Just Energy subcontractor, licensed in the State of Texas, shall install the Equipment in your Residence on a date that is mutually agreed upon by you and Just Energy.

We may change the Agreement. Unless this Agreement or Governing Law specifies otherwise, we will give you thirty (30) days’ prior notice of any material change to this Agreement. You have the right to opt out of the material change by requesting to do so in writing within thirty (30) days of receipt of the notice of material change. If you do not provide written notice of your intent to opt out of a material change within thirty (30) days of receipt of such notice, you are deemed to agree to and accept the changes. If any law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment under Governing Law, which creates additional costs not included in the Service Fees, Just Energy shall be entitled to pass through such incremental costs to Customer, and these incremental costs will not be considered a material change to the Agreement. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

1. Acceptance of This Agreement. This Agreement is only available to Just Energy electric customers and takes effect when you sign it in writing or by electronic signature (“date of this transaction”), and is conditional upon our acceptance of it. If you cease to be an Just Energy electric customer the buyout provisions and associated costs in Sections 4 and 5 apply. Our acceptance is at our sole discretion and depends, in part, on whether: (A) we can verify your information, and (B) you are credit worthy. You consent to the recording of phone calls relating to this Agreement.

2. Term. This Agreement will continue on a month to month basis and will be effective as of the date you sign it. The date that we install the Equipment will be the start date (the “Start Date”) and the Agreement will continue until cancelled by either you or Just Energy upon notice to the other party as outlined in Section 4 (“Term”).

3. Cancellation. (a) YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. CONTACT JUST ENERGY AT THE NUMBER ABOVE TO CANCEL. (b) In addition to the three (3) day cooling-off period, you may terminate this Agreement ninety (90) days after the Start Date without incurring the buyout or removal costs described in Sections 4 and 5.

4. Termination and Buyout. You may terminate this Agreement at any time upon thirty (30) days’ notice, understanding that you will remain responsible for all charges owing under this Agreement to the effective date of termination. If you terminate the Agreement ninety (90) days after the Start Date, or if we terminate the Agreement as a result of your breach of this Agreement you will: (1) Keep the Equipment; and (2) you will pay Just Energy one of the following amounts (“Equipment Buyout Amount”) as specified in the Product Label, plus applicable taxes, based on the period of time between your Start Date and the date the Agreement is terminated (“Period of Use”), or (3) have the Equipment removed as outlined in Section 5. Our right to terminate this Agreement is in addition to any other remedy we may have at law or equity.

5. Removal: You may have the Equipment removed at any time upon thirty (30) days’ notice, and arrange for the removal of the Equipment from your possession and, unless you request such removal within ninety (90) days of the Start Date, you will be responsible for paying Just Energy an Equipment Removal Fee as specified in the Product Label for the removal of the Equipment installed in your Residence.

6. Your Commitments and Assurance; Charges, Billing and Payment. (A) You have authority to enter into this Agreement because you are either the owner of the Residence or have been authorized by the owner(s) to sign this Agreement on his/her/their behalf. (B) You agree to pay us equipment installation costs (“Installation Fee”), if applicable, plus taxes and as specified in the Product Label. (C) You agree to pay us a monthly service fee as specified in the Product Label (plus applicable taxes) (“Service Fee”) for the Services and Equipment. You understand that this charge assumes that you will

only be provided with one (1) thermostat; should additional thermostats be required, your Service Fee will increase by the amount specified in the Product Label (plus applicable taxes) for each additional thermostat installed in your Residence. You understand that the Service Fee specified in the previous sentence is a special offer for individuals purchasing electricity from Just Energy. Once Period of Use exceeds the period in which an Equipment Buyout Amount applies, you shall pay a monthly Service Fee in the amount of \$5.95 (plus applicable taxes) per thermostat which will be charged to you on a monthly or a periodic basis (i.e. every 3 months). You understand that within the first 90 days of each calendar year your monthly Service Fee payment is limited to an annual increase of up to 3.5%, unless we notify you otherwise. You will receive a bill from Just Energy. All bills are due and payable sixteen (16) days from the date on the bill. Just Energy has the right to terminate this Agreement if you fail to pay. If Just Energy terminates this Agreement because you failed to pay, you agree to pay Just Energy all unpaid amounts and related fees. (C) Late payments will result in a charge equal to 5% of your late bill’s past due amount. If you fail to pay us as a result of insufficient funds on your credit card or in your bank account, you will be charged the greater of (i) \$25; or (ii) the amount we are charged by our bank for such failure. If you fail to pay any amount due under this Agreement, you will be responsible for all reasonable fees and expenses (including attorney’s fees) incurred by us in collecting the amount due. We may notify credit agencies of any failure to pay. If you are tax exempt, you must provide Just Energy with your tax exemption certificate. We may bill you for previous under-billed amounts due to billing errors or omissions where we bill you within 180 days from the date of issuance of the bill in which the under billing occurred. You may qualify for a deferred payment plan of the under billed amount (contact us for further details). Interest will not be charged on any under billed amounts. (D) Payment Options: You can remit payment to us by: check, Ace Cash Express, Mastercard, Discover Card, Visa, Online Bill Pay, Check free pay agent: Walmart, or HEB.

7. Taxes. You will pay lawful taxes and surcharges that may apply to the charges. This may include, but is not limited to, sales tax and gross receipt surcharges imposed on us by the State of Texas and/or local municipalities that we pass through to you.

8. Terms of Use. (A) Savings Under this Agreement: Upon installation of the Equipment Just Energy will establish a program to manage the use of the heating and cooling systems in your Residence to maximize efficiency and savings (the “Program”). You may choose to not follow the Program; however doing so will negate your eligibility for a Guaranteed Savings Rebate as outlined below. Just Energy will calculate weather-adjusted savings under this Agreement annually using information from the Equipment as well as from your available utility account information to determine if you have saved money as a direct result of the Equipment. Savings will be calculated by estimating the change in HVAC system runtime resulting from the Equipment, the design throughput of your HVAC system, available historical utility bill information, measured weather in your area, temperature set points used with the Equipment, your compliance with the Program, and the applicable energy price used for your billing period so that Just Energy can accurately assess whether you have saved money as a direct result of the Equipment (the “Savings”); provided that circumstances where your consumption behavior or electricity costs change due to factors other than the Equipment (including but not limited to, home renovations, new HVAC appliances, pool installation, fundamental changes to your energy load, and Just Energy and affiliates energy saving solutions) will be considered in the calculation of Savings under this Agreement. (B) Guaranteed Savings Rebate: You will be entitled to a Guaranteed Savings Rebate on the first anniversary of the Start Date, and every anniversary thereafter, should your Savings for the applicable year not exceed the sum of your Service Fee multiplied by 12. In such event, you will be eligible for a rebate equal to the difference between the amount paid in Service Fees for such period and the amount of Savings realized for such period. To qualify for the Guaranteed Savings Rebate, you must comply with the Program, and you must contact Just Energy’s call center within thirty (30) days of the anniversary of the Start Date and request the Guaranteed Savings Rebate. Upon requesting the Guaranteed Savings Rebate, you may be asked to provide complete electricity account data in order to analyze your savings and calculate the potential Guaranteed Savings Rebate.

9. Access to Your Residence. You agree to allow us and our agents the right, to enter at reasonable times, and on reasonable notice, your Residence where the Services and/or Equipment will be provided, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Equipment used in connection with any of the Services. You warrant that you are either the owner of the Residence or that you have the authority to give us access to the Residence.

If you are not the owner of the Residence, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Residence to perform the activities specified above. In addition, you agree to supply us or our agent, upon request, the owner’s name, address and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Residence.

10. Maintenance and Ownership of Equipment. (A) Equipment. You agree to rent the Equipment from Just Energy and that Service

Fee payments made to Just Energy are for rental of the Equipment and fees for Services provided. You agree to use the Equipment only for the Services and pursuant to this Agreement. We may remove or change the Equipment at our discretion at any time the Services are active if necessary to provide the Services, and you agree to allow us access to the Residence whenever reasonably required for purposes of inspection or repair. You may not sell, lease, abandon or give away the Equipment during the Term. You may not permit any other provider of energy management or demand reduction services to use the Equipment during the Term. The Equipment may only be used in the Residence. At your request, we may relocate the Equipment in the Residence for an additional charge, at a time agreeable to you and to us. You understand and acknowledge that if you attempt to install or use the Equipment or Services at a location other than the Residence, the Services may fail to function or may function improperly. You agree that you will not allow anyone other than Just Energy employees or agents to service the Equipment during the Term. Customer will not incur charges to repair thermostat installation defects. (B) Customer Equipment. Just Energy has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that you elect to use in connection with the Services or Equipment (the "Customer Equipment"). To use the Services, you will need a thermostat and, if required for the selected thermostat, a gateway/router that meets our specifications. You agree to keep the thermostat and gateway connected, and your internet connection active, at all times. Whether a thermostat, gateway/router, or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or in the Residence at any time that we deem necessary or desirable in order to provide Services to you. (i) Non-Recommended Configurations: Customer Equipment that does not meet Just Energy's minimum technical or other specifications constitutes a "Non-Recommended Configuration." NEITHER JUST ENERGY NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICES. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR RESIDENCE OR JUST ENERGY EQUIPMENT. Just Energy reserves the right to deny you customer support for the Services and/or terminate Service(s) if you use a Non-Recommended Configuration. (ii) No Unauthorized Devices or Tampering: You agree not to attach any unauthorized device to Equipment or the Services. If you make any unauthorized connection or modification to Equipment or the Services, we may terminate your Service and recover such damages as may result from your actions. You also agree that you will not attach anything to the Equipment or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our Services.

(C) When regional grid operators, utilities, or Just Energy anticipate an event necessitating that customers curtail their electricity load (a "Demand Response Event"), they may notify participating customers of the scheduled time and duration of the Demand Response Event. At the appointed time, participating customers agree to curtail their consumption by, for example, dimming lights, adjusting HVAC set points, or shutting down non-critical equipment. If you purchase, rent or otherwise use a load controlling device (such as the Equipment) through an agreement with Just Energy or one of its affiliates, then you agree that at any time, Just Energy can adjust or assume control of your load controlling device. You understand and agree that Just Energy shall have no obligation to notify you in advance of any Demand Response Event adjustments or controls. Notwithstanding the foregoing, if you are notified that a particular Demand Response Event is of critical importance to the stability of the electricity grid or is an event where there is a contractual obligation to reduce customers' load (a "Mandatory Event"), then you agree not to override Just Energy's curtailment, adjustment or control of your electricity usage through your load controlling device.

11. Use of Services. You agree that the Services and the Equipment will be used only by you and the members of your immediate household living with you at the Residence and only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by Just Energy in writing. You will not use the Equipment at any time at an address other than the Residence without our prior written authorization, and will not resell or permit another to resell the Services in whole or in part.

12. Limited Warranty, Liability & Indemnity. THE EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY GOVERNING LAW. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF EQUIPMENT AND THE SERVICES. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OR REPAIR OF THE EQUIPMENT OR SERVICES. JUST ENERGY WILL NOT BE LIABLE FOR ANY

LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CAUSED OR CONTRIBUTED TO IN ANY WAY BY THE USE AND OPERATION OF THE EQUIPMENT OR SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS JUST ENERGY AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF THE USE OF THE SERVICES, THE EQUIPMENT AND/OR THE CUSTOMER EQUIPMENT, OR THE BREACH OF THIS AGREEMENT BY YOU OR ANY OTHER USER.

13. Disruption of Service. In all cases of an interruption of the Services other than those beyond the reasonable control of Just Energy, you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service interruption exceeding twenty-four (24) consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by Governing Law. Unless specifically otherwise provided by Governing Law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption, will be your sole and exclusive remedy for such interruption, and may be applied as a credit on your bill for future Services.

14. Moves. You will give us 45 days' prior written notice if you plan to move from the Residence (each, a "move"). When you move, you will have 2 options: (1) We can move the Equipment and Services to your new location at no cost to you (as long as you remain an Just Energy Electric Customer) (2) You can terminate this Agreement, understanding that you will be subject to the charges outlined in Sections 4 and 5 above, or (3) the new owner of the Residence agrees in writing to rent the Equipment on these terms and conditions, you provide us with such written confirmation, and we provide you with written notification that we allow you to assign this Agreement to the new owner of the Residence.

No Discrimination. We will not discriminate, deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Inability to Perform. If an event occurs which makes it impossible for Just Energy to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any wholesale supplier and/or TDSP to perform any contract with Just Energy, (ii) force majeure or similar event as declared by our wholesale supplier(s) and/or the TDSP(s), (iii) act of God, (iv) extraordinary weather occurrence, (v) fire or explosion, (vi) any governmental action, prohibition or regulation, or (vii) war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. Just Energy shall promptly notify customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of Just Energy to provide Service to Customer shall be reinstated. Just Energy reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

15. Notice. If we are required to give you written notice, we will send it to your billing address or e-mail address. When providing us with written notice, you must send it to our address listed on Page 1. You will be required to give proof of delivery. If a change in Governing Law necessitates that we provide a group of our customers with a general notice, we reserve the discretion to do so by posting it on our website at justenergy.com (you agree to visit it periodically to stay informed).

16. Privacy Policy: You understand that your personal information included on Page 1, and your account, credit and billing history will be collected, used and maintained for the purposes of managing your account with Just Energy, and in accordance with Just Energy's privacy policy which is available at: <http://www.justenergy.com/about-us/privacy-policy/>. You understand that Just Energy may provide your personal information to its lenders or a credit bureau for the purpose of managing its or its lenders' risk. You understand and expressly consent that Just Energy may disclose your personal information if this Agreement is transferred or assigned, or as required to collect a payment owed by you, or as required by law. You will be provided with the opportunity to receive offers from Just Energy's affiliates and/or its business partners and can opt out of receiving these offers at any time as provided in Just Energy's privacy policy.

17. Governing Law. The laws of the State of Texas govern this Agreement.

18. Miscellaneous. This Agreement is the entire contract between you and us. It can only be amended if agreed to by our head office in a written notice to, or recorded telephone call with, you. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights. No waiver of a Default by you shall be interpreted as a waiver of any other Default. This Agreement inures to the benefit of and binds the parties and their respective successors and assigns.

**Just Energy - SmartStat Program
Smart Thermostat Product Label
May 2014**

See Smart Thermostat Program Terms of Service for complete explanation of the program, full listing of fees, and definitions not mentioned below.

LABEL	DESCRIPTION
Type of Product:	Smart Thermostat Rental.
Contract Term:	Month to Month.
Installation Fee:	\$99 for 1 st thermostat, \$79 for 2 nd thermostat, and \$49 for 3 rd thermostat. Will appear as a line item on Customer's first bill.
Service Fee:	\$12.99/month per thermostat.
Early Termination Fee:	No. However, see important disclosure below for fees that may apply.
Equipment Buyout Amount:	\$198 for a Period of Use of less than 1 year; \$99 for a Period of Use of 1 to 2 years; \$0 for a Period of Use greater than 2 years.
Period of Use	The period of time between your start date and the date this program is terminated.
Equipment Removal Fee:	\$0 if requested within 90 days of installation; Otherwise \$99.

Important Disclosures:

This program is only available for Customers purchasing electricity from Just Energy (REP). If Customer stops purchasing electricity service from REP while on the program, Customer shall either return Equipment (including thermostat(s)) and pay Equipment Removal Fee or keep Equipment (including thermostat(s)) and pay Equipment Buyout Amount. When Period of Use is greater than 2 years, Equipment Buyout Amount no longer applies.

By agreeing to the program, Customer understands and consents to the inclusion of the Installation and Service Fees on Customer's electric bill.

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