

GenerLink™ Installation Agreement

This Agreement entered into this _____ day of _____, 201__ by and between AES Indiana (Company) and _____ (Customer) located at: _____

The Company agrees to install the Customer owned GenerLink™ transfer switch in the meter base(s) under the following conditions:

1. The Company shall install the Customer provided GenerLink™ transfer switch provided the Customer's meter base is compatible with the GenerLink™ transfer switch without modification. If the meter base is not compatible, the Customer shall replace the meter base at Customer's expense to a suitable meter base. The Customer agrees to pay \$100 for all labor, equipment, material, and installation expense associated with the initial installation of the GenerLink™ transfer switch.
2. The integrity and accuracy of the Company's billing meter equipment must be maintained. The Company shall have the right to interrupt the metering circuit and temporarily remove the GenerLink™ transfer switch to perform any tests or maintenance it determines necessary or desirable on its billing meter or related equipment.
3. The Customer agrees to hold harmless and indemnify the Company from any and all liability, claims, or demands for damage to property or injury or death to persons which may arise out of or be caused in any manner by any incident or occurrences involving the supplying of services under this Agreement whatsoever except to the extent that such loss is caused by direct acts of negligence on the part of Company.

Neither the Company nor its affiliated companies shall be liable, whether arising out of contract, tort (including negligence), strict liability, or for any cause or form of action whatsoever, for loss of anticipated profits or savings, loss by reason of plant or other facility shutdown, non-operation or increased expenses of operation, service interruptions, cost of purchased or replacement power, claims of the Customer's customers or others, cost of money, loss of use of capital or revenue, or any damages associated with the Customer's use or intended use or inability to use the information and services provided for under this Agreement, or for any special, incidental or consequential loss or damage of any nature, whether similar to those mentioned above, arising at any time or from any cause whatsoever except for direct acts of negligence on the part of Company. The total liability of the Company and its affiliated companies arising from any form or case of action shall not exceed the contract price for the contract services upon which such liability is based.

4. The Customer agrees that all maintenance of the GenerLink shall be the responsibility of the Customer. Customer further agrees however that because of the proximity of the GenerLink device to energized lines that can only be worked on safely by AES Ohio, only AES Ohio shall be permitted to install and subsequently remove the device. In the event that the GenerLink device requires removal Customer agrees to reimburse the Company on a time and material basis for the direct costs incurred. Any removal will only be facilitated if Customer is present to take custody of the GenerLink.

Customer

By: _____ (Print)

Signature: _____

Date: _____

Account #: _____

Phone #: _____

AES Ohio

By: _____ (Print)

Signature: _____

Title: _____

Date: _____

Make the check payable to:
AES Ohio

Mail this Agreement and Payment to:
AES Ohio
Attn: Pricing and Invoicing
1900 Dryden Rd.
Dayton, Ohio 45439

