

OPPD's Residential Whole House Surge Guard Protection
Terms and Conditions

Effective as of December 1, 2019

By ordering and receiving installation of the Residential Whole House Surge Guard Protection, as defined herein, Customer ("You" or "Your") agrees with the Omaha Public Power District ("OPPD", "We", "Our", or "Us"), to the following terms ("Agreement"):

1) We or Our contractor will install at your premises (a) either one (1) Surge Guard meter-mount surge arrester or one (1) panel-mount surge arrester at the electrical entrance to your premises; (b) one (1) surge arrester for the telephone line (if any); and (c) one (1) surge arrester for the cable/satellite TV line (hereinafter, referred to as "Residential Whole House Surge Guard Protection"). The Residential Whole House Surge Guard Protection devices remain Our property and are rented to You. You agree to provide access to Your premises for OPPD or Our contractor during normal business hours for installation of the Residential Whole House Surge Guard Protection devices.

2) This Agreement will go into effect on the date of installation of the Residential Whole House Surge Guard Protection and will continue for a minimum term of twelve (12) months from the date of installation. You will be billed in accordance with OPPD's then current Rate Schedule No. 480 - Residential Whole House Surge Guard Protection ("Rate Schedule 480"). For the initial twelve (12) month period, You will be billed as follows: You will pay for Residential Whole House Surge Guard Protection with a monthly fee of \$6.99, and a \$20.00 standard installation fee (or \$125 per panel fee for hardwire installations), plus applicable sales or use tax, due according to the terms on your monthly utility bill. Surge protection for additional phone, cable/satellite, or internet lines will be billed at a monthly fee of \$1.50 per line.

3) If You cancel this Agreement within the initial 12 month period, You agree to pay the monthly fee and any other applicable costs due under this Agreement or Rate Schedule 480 for the remainder of the initial 12 month period. If You move to different premises, You agree to pay a \$20.00 installation fee to continue service at the new premises. If monthly payments are missed or late, We may demand immediate payment of the entire amount You owe under the Agreement.

4) After the initial 12 month period, the Agreement shall continue month to month until either You or We cancel the Agreement by written notice. You will continue to be billed in accordance with OPPD's then current Rate Schedule 480. There will be no removal charge if the Agreement is cancelled after the initial twelve (12) month period.

5) Warranty: up to \$50,000 per occurrence.

The warranty covers electromechanical and electronic equipment damage to Your property in the primary residence from electrical surges that come through the electrical, telephone or cable systems into the primary residence and the arrestor(s) fail(s) to stop

the surge. A failure to the meter base arrestor will result in the light(s) at the base of the arrestor to go off/extinguish, and/or testing of phone/cable arrestors. If a surge passes through and fails, please refer to paragraph 5 of this Agreement outlining claim procedures. OPPD's warranty and complete list of electromechanical or electronic equipment items covered and not covered is available via the following link: <http://www.tesco-oppd-covereditems.com/> [tesco-oppd-covereditems.com]

This warranty does NOT cover damage or failure caused by misuse, abuse or alteration to the Residential Whole House Surge Protection. This warranty does NOT cover alterations to the cable/satellite, telephone, internet lines that result in an unprotected system in whole or in part. Unprotected systems are systems that are NOT connected to the Residential Whole House Surge Protection system by NO fault of OPPD.

THIS WARRANTY DOES NOT COVER DIRECT LIGHTNING STRIKES. ELECTRICAL SURGE MUST TRAVEL THROUGH THE ELECTRICAL, PHONE, CABLE SYSTEMS CONNECTED TO AN ARRESTOR.

EXCEPT FOR THE FOREGOING WARRANTY, OPPD DISCLAIMS ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED BY LAW.

6) Claim(s)

Contact OPPD Customer Service within 10 days of occurrence, 402-536-4131 Omaha Metro area, 1-877-536-4131 outside metro area or email customerservice@oppd.com when electromechanical and/or electronic equipment is damaged due to a failure of the Residential Whole House Surge Guard Protection. You will need to provide your name, address, phone number, date/time of incident, and items affected. An OPPD Claims representative will be in contact with You to start the claim process to investigate the cause of the damage to electromechanical and electronic equipment alleged to have been damaged due to a failure of the Residential Whole House Surge Guard Protection. We will have an immediate right to inspect the Residential Whole House Surge Guard Protection and Your electromechanical and/or electronic equipment following notification by You to Us that a power surge has passed through the Residential Whole-House Surge Guard Protection system. You shall make Your premises available to Us or Our contractors for such inspection. You are responsible for ensuring that all arresters stay connected following the initial installation and You are responsible for reporting any arresters that are not connected to OPPD.

OUR LIABILITY WILL BE LIMITED TO THE LESSER OF THE COST TO REPAIR OR MARKET VALUE, AT OUR SOLE DISCRETION, OF THE DAMAGED ELECTROMECHANICAL OR ELECTRONIC EQUIPMENT. WE WILL NOT BE RESPONSIBLE FOR PERSONAL INJURY, FOR OTHER PROPERTY DAMAGE OR FOR YOUR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES (DIRECT OR INDIRECT.) YOU INDIVIDUALLY AND ON BEHALF OF YOUR INSURERS WAIVE ALL RIGHTS OF SUBROGATION AGAINST US.

7) Cancellation of the Agreement by either You or Us shall be without prejudice to the rights or remedies of either party under the Agreement. If the Residential Whole House Surge Guard Protection remains in place during any portion of a period for which a monthly fee is due, You shall pay the entire monthly fee for that month. Upon cancellation, We will remove the Residential Whole House Surge Guard Protection from your residence, and You agree to grant Us access for that purpose. Your notice of cancellation must be sent to Residential Whole House Surge Guard Protection, Omaha Public Power District, 444 S.16th Street Mall, Customer Care (E/AR/EP ACC), Omaha, NE 68102.

8) We shall have continuous access to the Residential Whole House Surge Guard Protection, which We own and have installed at your residence. Although We have general responsibility for maintaining and servicing the Residential Whole House Surge Guard Protection, You will be liable to Us for any damage to the Residential Whole House Surge Guard Protection including without limitation damage caused by Your misuse or abuse of the Residential Whole House Surge Guard Protection, or caused by removal, transfer, or tampering with it, or caused by vandalism or an Act of God, except that You will not be liable for damage to the Residential Whole House Surge Guard Protection from a power surge passing through it. You will maintain information about the make, model, age and cost of Your electromechanical and/or electronic equipment and shall provide that information to Us upon Our request for it. You shall cooperate with Us and provide Us with all information We request of You for investigation of any claim filed under this Agreement and in accordance with the claim procedures in paragraph 6 of this Agreement.

9) If You violate any provision of the Agreement including the failure to make monthly payments, We may cancel the Agreement immediately, and You will be liable to Us for all expenses associated in enforcing the Agreement and in gaining access to the Residential Whole House Surge Guard Protection.

10) The Agreement shall be governed by the laws of the State of Nebraska. The Agreement may be modified only by Our written change to these terms and conditions.