

Virtual Audit Release

Terms & Conditions

The following terms govern your participation in the virtual audit services (the “Virtual Audit”) as part of the Energy Smart Program (“the Program”) offered to you (“the Participant”) by Entergy New Orleans, LLC.

- Limited License to Your Content.** During your participation in the Program, you may be asked to share information and other content, such as pictures of your residence (collectively, “Your Content”). The Program representative may also take pictures via screenshot, during the video call, of parts of your home that are relevant to the assessment - lights, fixtures, pipes, HVAC equipment, etc. You represent that you have rights to share Your Content and that by providing Your Content, you grant Entergy New Orleans, LLC and its contractors, including Franklin Energy Services, LLC (collectively “Utility”) a license to use Your Content for the purpose of assisting you with your participation in the Program and providing information regarding energy efficiency opportunities for your residence.
- Audio Recordings.** During your participation in the Program, the audio of any calls between you and the Program representative may be recorded by the Program for purposes of training and quality assurance. By participating in the Program, you consent to such recordings.
- Voluntary Participation.** Your participation in the Program is voluntary, and you may determine which energy efficiency opportunities you wish to utilize in your residence. If during a Virtual Audit, the Program representative suggests an energy efficiency opportunity in your residence that you are not interested in, you may decline.
- The program reserves the right to conduct pre-inspection or post-inspection, virtual or in-person, of proposed and completed projects.** This inspection will be scheduled with you the participant. Additionally, you acknowledge you may be contacted by Energy Smart to complete a survey or questionnaire to provide feedback on your satisfaction with the program.
- Safety.** You acknowledge you are solely responsible for taking reasonable safety precautions to avoid bodily harm or property damage in your residence while participating in the Virtual Audit, including but not limited to operating a device while in motion, using stairs, or using a stepstool or ladder. You assume all risk in connection with your participation in the Program, including the gathering of information and taking and sharing photos or video to participate in the Virtual Audit and with installation of products provided by the Program, including but not limited to risk of physical or emotional injury or harm resulting in any way or arising out of self-installations.
- Release.** IN EXCHANGE FOR YOUR COMPLIMENTARY PARTICIPATION IN THE PROGRAM, YOU AGREE THAT IN NO EVENT WILL THE RELEASED PARTIES (AS DEFINED BELOW) BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN A VIRTUAL AUDIT, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES. YOU HEREBY EXPRESSLY AGREE NOT TO HOLD THE RELEASED PARTIES LIABLE FOR ANY INSTALLATION, INSTRUCTION, ADVICE OR SERVICES PROVIDED THROUGH A VIRTUAL AUDIT, AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT ARISE OR RELATE IN ANY WAY TO A VIRTUAL AUDIT OR THE PROGRAM, INCLUDING INFORMATION AND SERVICES PROVIDED TO YOU. "RELEASED PARTIES" INCLUDE ENTERGY NEW ORLEANS, APTIM ENVIRONMENTAL, INC, FRANKLIN ENERGY SERVICES, LLC AND THEIR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, AND CONTRACTORS.

TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH A VIRTUAL AUDIT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, ACTIONS, OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES, ALLEGING OR RESULTING FROM YOUR PARTICIPATION IN A VIRTUAL AUDIT.

