

This contract (the “Contract”) is made and entered into by and between Interstate Power and Light Company, an Iowa corporation, having a mailing address of 200 1st Street SE, Cedar Rapids, IA 52401 (“Company”), and you (the “Participant” or “Customer”) for participation in **Alliant Energy® Renewable Energy Impact™**, a renewable energy certificate purchasing program, (the “Program”) as identified via the submitted enrollment form. The term Party or Parties refers to either the Company or the Participant, or both, as applicable in context. The Contract consists of the submitted enrollment form, these terms and conditions and the Company’s tariffs approved by the Iowa Utilities Commission (“Commission”), as may be amended from time to time.

For convenience, a copy of the applicable tariff can be found at [Alliant Energy - Alliant Energy Iowa \(IPL\) Electric Rate and Tariff Sheets](#) (the “Tariff”). This sets forth the Company’s tariffs specifically applicable to the Program that was in effect at the time this Contract was executed.

Alliant Energy® Renewable Energy Impact™ Residential Program Agreement, Terms and Conditions

1) ELIGIBILITY AND COMMITMENTS

- a. The Customer has elected to become a Participant in the Program. Pursuant to the terms of this Contract, the Participant will be entitled to have renewable energy certificates (“RECs”) retired, by Company, on behalf of all participants of the Program subject to these terms and conditions. The amount of RECs retired will vary based on the Participant’s participation percentage indicated in the enrollment application (or as subsequently amended) (“Participation Percentage”) and the generation by the Company’s renewable energy resources that supply electricity to the Company’s customers and in excess of the minimum renewable energy and capacity required by the renewable portfolio standard required for the Company or alternative customer agreements.
- b. **Conditions for Contract Effectiveness.** This Contract shall not become effective until all the following conditions have been met:
 - i. While RECs are still available from the Company:
 - 1) The Participant is an electric customer taking service under Company’s rate schedules;
 - 2) The Participant completes an enrollment application to participate in the Program.
 - 3) The Participant is not in arrears or on a payment arrangement with the Company at time of enrollment;
 - ii. The Company processes the Participant’s enrollment application in the order received based on online submission time and date stamp. The Company will use a first-come, first-served, approach to processing applications.
- c. The Participant certifies, represents and agrees as follows:
 - i. The Participant is a retail metered electric customer of the Company;
 - ii. The person signing this Contract is individually authorized and competent to sign this Contract and to bind the Participant to the terms hereof;
 - iii. Participant’s entitlement to RECs shall be limited to Company retiring any RECs associated with Participant’s participation in the Program in the Midwest Renewable Energy Tracking System (M-RETS) program or any similar program. Such RECs shall be retired on behalf of all participants subject to these terms and conditions.

2) ADMINISTRATION OF PROGRAM

- a. Term:
 - i. The term of this Contract commences on the date Company receives Participant's enrollment application and, unless terminated earlier pursuant any of the Contract's express provisions, will continue in effect until one (1) year from such date (the "Initial Term").
 - ii. This Contract will automatically renew for additional, successive one (1) year terms (each a "Renewal Term") unless earlier terminated pursuant to this Contract's express provisions. Renewal Terms will be subject to price adjustment as described in section 2(c) below.

- b. Participant's Participation Percentage may only be in whole percentages, up to 100 percent of the average annual electric usage at their premises.
- c. In consideration of the RECs to be retired under the Contract, an energy charge will be applied to Participant's utility bill from Company. This energy charge will be billed on a per kilowatt-hour (kWh) basis applicable to Participant's participation in the Program, as stated below.

Participant's monthly kWh usage x selected Participation Percentage x Renewable Energy Impact price = monthly charge

The actual price per kWh is stated in the Tariff and, as stated within, is subject to change. The price per kWh may be changed by Company, once each calendar year, and is based on REC management and retirement costs plus the most recent 12-month average value using the Center for Resource Solutions National Wind REC Index from S&P Global Market Intelligence (or equivalent market pricing information) for the forward-looking annual period. If this index is discontinued, the Company will designate a successor index.

- d. Participant will be notified of any change in price at least thirty (30) days prior to the new price taking effect. If no action is taken, the Participant will be automatically re-enrolled at the updated price for the next year.
- e. **Participant may not modify their Participation Percentage or cancel this contract during the first twelve (12) months this Contract is in effect.** After such time: 1) Participant may modify their Participation Percentage or cancel this Contract at any time by providing notice to Company as stated in section 5(b) below; and 2) once a modification is made, the new Participation Percentage will remain in effect for a minimum of 12 months before any further changes can be made. Any such cancellation or modification shall be only effective at the end of the current billing period when notice is provided.
- f. Participant may, with ninety (90) days' notice to Company, transfer their enrollment in this Program to a new premises of the Participant which is in the service territory of the Company.
- g. If Participant experiences a significant increase (i.e., a 20 percent or more change) in their electricity usage (e.g. for reasons including, but not limited to, modification of Participant's premises or a change of premises), the Company shall work with Participant to adjust their participation percentage in the Program, subject to program availability.
- h. The Company shall have the right to terminate this Contract if the Tariff is terminated. Additionally, if one or more renewable generation resources supporting the Program experiences a Force Majeure event (as defined below), and if such Force Majeure event may (in Company's determination) impact the Company's ability to provide RECs under this Contract, the Company shall have the right to cancel or suspend this Contract, or reduce the amount of RECs to be purchased by Participant.

3) FORCE MAJEURE

- a. “Force Majeure” means an event or circumstance that prevents the Company from performing its obligations under this Contract, which event or circumstance:
 - i. Is not within the reasonable control of or the result of the fault or negligence of Company, and
 - ii. Which by exercise of due diligence and foresight could not reasonably have been avoided, including but not limited to acts of God; sabotage; vandalism; terrorism; war; slowdowns or labor disruptions; actions or inactions by any governmental authority taken after the date hereof ; and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority.
- b. Applicability of Force Majeure. If Company claims Force Majeure, it shall not be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. Company gives prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. Company proceeds with reasonable diligence to remedy its inability to perform; and,
 - iv. When Company is able to resume performance of its obligations under this Contract, the Company shall give Participant written notice to that effect.

4) LIABILITY AND DISPUTE RESOLUTION

a. Limitation of Liability

- i. Each Party’s liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- ii. Notwithstanding any other provision, with respect to the Company’s duties or performance or lack of performance under this Contract, the Company’s liability to the Participant shall be limited as set forth in the Company’s tariffs and shall not exceed the amount of the fees paid by the Participant under this Program.

b. Dispute Resolution

- i. Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
 - ii. In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then either Party may refer the dispute for resolution to the Commission.
- c. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.

- d. No third-party beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their permitted successors, and permitted assigns.

5) MISCELLANEOUS

- a. If any of the representations of the Participant are false or incorrect, such false or incorrect representation may constitute a material breach of this Contract.
- b. All notices and other communications required by the Contract shall be sent as follows:
 - i. To Participant: occur electronically at the email address stated in the Participant's enrollment form.
 - ii. To Company:
 - a. Via phone at 800-255-4268 7 a.m. – 7 p.m. Monday-Friday, or
 - b. Via email at REI@alliantenergy.com, or
 - c. Via the "Contact Us" form in the Alliant Energy My Account portal.

A Party may change its email address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.

- c. Nothing in the Contract shall be construed as creating any partnership, joint venture or other business relationship between the parties. The Participant shall not, for any purpose, be considered to be an agent of the Company.
- d. Participant is not relying on any representation, warranty or promise with respect to the Program made by or on behalf of the Company, except to the extent specifically set forth in this Contract. PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY RENEWABLE ENERGY RESOURCES ARE BEING USED AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- e. The Company makes no warranty or representation concerning the taxable consequences, if any, to the Participant with respect to the RECs.
- f. This Contract with the enrollment form, all attachments, exhibits, and appendices, and Company's tariffs constitutes the entire agreement between the Parties with regard to the Participant's participation in the Program and supersedes all prior agreements.
- g. None of the provisions of this Contract shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Contract or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- h. In the event of termination or cancelation of this Contract, applicable provisions shall continue in effect after such termination or cancelation to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to the termination or cancelation.
- i. This Contract contains all the agreements made between Participant and the Company related to this Program, except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government

agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at <https://www.alliantenergy.com/ways-to-save/renewable-energy-impact/ia-terms>, and Participant and Company shall be bound by these posted modifications and amendments. The Participant shall comply with all of the rules stated in the Company's tariff related to this Contract, as the same may be revised from time to time as authorized by the Commission. In the event of any conflict between the terms of this Contract and Company's tariff, the provisions of the tariff shall control. Other than these exceptions, Participant and Company are not responsible for any agreements other than those stated in this Contract.

- j. This Contract shall be governed by and interpreted in accordance with the laws of the State of Iowa.
- k. The Parties agree that a facsimile copy of a signature or an electronic signature will be deemed original and binding.
- l. Company gathers basic information regarding the Participant and Participant's participation in this Program. The Company's privacy policy explains what is collected, how it is used and disclosed and is subject to revision. The privacy policy can be reviewed at www.alliantenergy.com/privacy.