

Energy Wise Rewards[®] Bring-Your-Own-Device (BYOD) Customer Participation Agreement

Purpose and Program Overview: The Energy Wise Rewards Bring-Your-Own-Device Program (“BYOD Program”) of Potomac Electric Power Company (“Pepco” or “we”) provides you, as an eligible customer, the opportunity to save additional energy and money through your qualifying smart thermostat. The BYOD Program works automatically to adjust temperature set points no more than 4 degrees for no more than 4 hours during energy conservation periods. For participating, we will provide you bill credits as described below.

Eligibility: The BYOD Program is open to all Pepco Maryland residential and commercial rate classes. To participate in the BYOD Program, you must (1) be named on the Pepco account, (2) have a central air conditioner and/or heat pump, (3) have a qualifying smart thermostat that can be controlled by Pepco’s demand response management system, (4) have that smart thermostat enrolled in the BYOD Program, and (5) maintain a Wi-Fi connection with the smart thermostat.

Devices: You may enroll an installed and in-use qualifying smart thermostat in the BYOD Program to be controlled by Pepco during conservation periods. A list of qualifying smart thermostat models is available [here](#). To be eligible for bill credits, each smart thermostat must be enrolled in the program and independently controlling a central air conditioner or heat pump. If two smart thermostats are controlling one system, only one will be eligible for bill credits.

Approval and Verification: As part of the BYOD Program, we reserve the right to remotely verify the internet connectivity, and to control your smart thermostat, as described above. We may contact you if your smart thermostat appears offline and not connected to the internet. If your smart thermostat’s internet connection cannot be verified or maintained, we reserve the right to cancel your application, enrollment, and participation in the BYOD Program. We will notify you of any associated issues and work to resolve them where possible.

Information Release: By participating in the BYOD Program, you agree that (i) Pepco may include your Pepco services used and the resulting energy savings in reports or other documentation submitted to the Maryland Public Service Commission (the “Commission”), and (ii) if required by the Commission, Pepco may also include your name in these reports or other documentation submitted to the Commission. Pepco will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

Bill Credits: Residential Participants: We will apply a \$8 Annual Reward Credit to your bill each month, June through October, for each smart thermostat enrolled in the residential BYOD Program, up to \$40 in bill credits each year per thermostat. We may modify the incentive structure at any time and will notify you if we do.

Commercial Participants: We will apply an \$16 Annual Reward Credit to your bill each month, June through October, for each smart thermostat enrolled in the commercial BYOD Program, up to \$80 in bill credits each year, per thermostat. We may modify the incentive structure at any time and will notify you if we do.

Termination of Participation by You: You have the right to terminate participation in the BYOD Program at any time by calling Customer Support at **866-353-5798** or contacting PepcoBYOD@icf.com. If you cease to participate in the BYOD Program, we will unenroll the smart thermostat in the operational and billing systems, effective immediately. The smart thermostat will no longer participate in conservation periods and you will no longer receive bill credits.

Conservation periods: Conservation periods (or “events”) can occur between May 1 and Oct. 31 on designated Peak Savings Days. There are typically 10 or fewer Peak Savings Days each year. Events can

occur between 6:00 a.m. and 10:00 p.m., but typically occur between 2:00 p.m. and 8:00 p.m. Events will not exceed a total of 4 hours in a day. Event information will be posted on pepco.com, and you will be notified through your smart thermostat device or mobile app. During an event, your thermostat’s temperature setpoint will increase (i.e., from 72 to 76 degrees). Your system will turn off until your home reaches the new setpoint, or the event ends (whichever occurs first). You may opt out of an event at any time by manually adjusting the setpoint on your device or mobile app. We reserve the right to cancel your participation in the program if you opt out of most events.

Emergency Events: PJM* could require a mandatory conservation period (or “emergency event”) for electricity grid reliability reasons any time of year. During an emergency event, Pepco will dispatch all available load assets, including smart thermostats enrolled in Energy Wise Rewards.

TERMS AND CONDITIONS

Defined terms used herein will have the same meanings given to them in the Customer Participation Agreement.

1. BY PARTICIPATING IN THE BYOD PROGRAM, YOU CERTIFY THAT YOU ARE A NAMED PEPSCO ACCOUNT HOLDER, AND YOU AGREE TO THESE TERMS AND CONDITIONS AND TO THE CUSTOMER PARTICIPATION AGREEMENT TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED (collectively, this “Agreement”). IF YOU DO NOT AGREE WITH THIS AGREEMENT, PLEASE CONTACT A PEPSCO REPRESENTATIVE TO REQUEST THAT YOUR NAME BE REMOVED FROM THE BYOD PROGRAM.
2. Pepco (or its Contractor) will activate the smart thermostat in the BYOD Program to be controlled by Pepco’s demand response management system.
3. The Program is being administered by a third-party administrator (“Program Administrator”), which is Ademco Inc., a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422 (d/b/a “Resideo Grid Services”). By enrolling in the BYOD Program, you are also agreeing to Program Administrator’s EULA and Privacy Policy, available at <https://connectedsavings.com/eula> and <https://connectedsavings.com/privacy-overview/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. You agree that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or your consent. As between you and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the BYOD Program (including, for the avoidance of doubt, as regards limitations and exclusions of liability as well as data usage rights, retention, and consents) and in the event of a conflict or inconsistency between these Pepco Terms and Conditions and such EULA and/or Privacy Policy, as between you and the Program Administrator, such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency.
4. The smart thermostat will remain your property or place of business. You agree to notify Pepco if you disconnect or remove the smart thermostat. You may not assign or otherwise transfer this Agreement. PEPSCO WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, AND PERSONAL INJURIES (INCLUDING DEATH), INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF YOUR PARTICIPATION IN THE BYOD PROGRAM.

Terms and Conditions (cont.)

5. You understand that Pepco assumes no responsibility for and shall have no liability for the condition or repair of your central air conditioner or other appliances. You understand that you are responsible for the repair and maintenance of your equipment, appliances, and systems.
6. THE BYOD PROGRAM IS PROVIDED "AS IS." YOU UNDERSTAND AND ACKNOWLEDGE THAT PEPCO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE BYOD PROGRAM, WHICH IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PEPCO DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
7. You agree to hold harmless, defend, and indemnify Pepco and its subsidiaries, affiliates, officers, agents, and employees, from and against any third-party claim arising from or in any way related to your improper use of the smart thermostat or your participation in the BYOD Program, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney's fees, of every kind and nature. In such a case, Pepco will provide you with written notice of such claim, suit, or action.
8. This Agreement constitutes the entire agreement between you and Pepco concerning your participation in the BYOD Program. No undertaking, representation, or warranty made by any agent or representative of Pepco in connection with the BYOD Program or smart thermostat will be binding on Pepco except as expressly included herein.
9. You understand that Pepco reserves the right to modify the terms of the BYOD Program and notify you of such BYOD Program modification. Your continued participation in the BYOD Program following notice of such change will be deemed acceptance.
10. Pepco may assign or delegate any of its rights or obligations under this Agreement to independent contractors or other third-party organizations.
11. The above provisions regarding events beyond Pepco's control, warranties, disclaimers of warranty and liability, and termination will survive the termination of this Agreement. Failure to insist on strict performance of any provision of this Agreement will not operate as a waiver of any subsequent default or failure of performance. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed ineffective and the remainder of this Agreement will continue in effect. No joint venture, partnership, employment, or agency relationship exists between you and Pepco as a result of this Agreement.
12. Pepco may use information about your energy usage, associated account, billing data, and smart thermostat data to evaluate and improve its products and services and make specific recommendations for decreasing your overall energy usage. Such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, rate information, and heating/cooling run times.
13. The smart thermostat manufacturer may share certain information (including, but not limited to, your name, email address, service address, thermostat serial number, activation date, thermostat account status, run time data, set points, and related details) with Pepco to verify that you are eligible to participate in the BYOD Program, to implement the BYOD Program and to evaluate the comprehensive energy impact of the BYOD Program. In addition, the smart thermostat manufacturer may share with Pepco your deletion of your smart thermostat account, which will automatically result in the termination of your enrollment in the BYOD Program.
14. Pepco may use any aggregated and anonymized data provided by smart thermostat manufacturers through the BYOD Program in connection with Pepco's demand response and energy efficiency programs.
15. You certify that the information you have provided as part of the BYOD Program application process and this Agreement is truthful and that you meet the minimum eligibility requirements. Pepco may terminate this Agreement and not enroll you, or terminate your enrollment in the BYOD Program if the information you submit as part of this Agreement is not truthful, if you do not satisfy eligibility requirements, or for any other reason at Pepco's sole discretion. You acknowledge that you are participating in the BYOD Program on a voluntary basis.

***PJM Interconnection LLC ("PJM") is a regional transmission organization, which manages the generation and transmission of electricity for all residents of the Middle Atlantic Region and portions of the Midwest. PJM determines when operating conditions are approaching the limits of the system and what actions are to be taken to avoid blackouts or other system emergencies potentially affecting large areas. PJM schedules all power plant and load management operation through an auction mechanism to obtain lowest reasonable cost of electricity for supply to electric utility customers in the region. Individual customers may also contract with independent generating companies for a portion of their electric supply, such as for renewable energy, but delivery of their energy across the regional grid is coordinated through the PJM operation control center to maintain system stability for all areas within our region.**