

## Terms and Conditions

**PURPOSE AND PROGRAM OVERVIEW:** Pepco's Thermostat Optimization Program (the "Program") provides you the opportunity to save additional energy and money through your qualifying smart thermostat. The Program works automatically to minutely modify temperature set points during your thermostat's setback periods, adjusting for weather patterns without sacrificing comfort or requiring you to make daily behavior changes.

**ELIGIBILITY:** To participate in the Program, you must be an active Pepco residential electric customer who has a heat pump and/or central air conditioner, and who resides in a single-family residential home or individually-metered townhouse, condominium, or apartment. You also must have a qualifying smart thermostat model that is connected to the internet via a secure Wi-Fi connection.

**APPROVAL, VERIFICATION, AND INSPECTION:** As part of the Program, Pepco reserves the right to remotely verify internet connectivity, and to optimize as described above, your smart thermostat. Pepco 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, Pepco reserves the right to cancel your application, enrollment, and participation in the Program. Pepco will notify you of any associated issues and work to resolve them where possible.

**ENDORSEMENT:** Pepco does not endorse any manufacturer, vendor, product, or system design claim in this Program.

**INFORMATION RELEASE:** By participating in the Program, you agree that (i) Pepco may include your Pepco services used and resulting energy savings in reports or other documentation submitted to the Maryland Public Service 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.

**LIMITATION OF LIABILITY:** PEPCO 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 PROGRAM.

**WARRANTIES:** THE PROGRAM IS PROVIDED "AS IS." YOU UNDERSTAND AND ACKNOWLEDGE THAT PEPCO MAKES NO REPRESENTATION OR WARRANTIES ABOUT THE 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.

**CERTIFICATION:** 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.

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 Program, to implement the Program and to evaluate the comprehensive energy impact of the 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 Program.

Pepco may use any aggregated and anonymized data provided by smart thermostat manufacturers through the Program in connection with Pepco's demand response and energy efficiency programs.

You certify that the information you have provided as part of this application process is truthful, and that you meet the minimum eligibility requirements. Pepco may terminate these terms and conditions and not enroll you, or terminate your enrollment in the Program if you are not truthful in the information you submit as part of these terms and conditions, 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 Program on a voluntary basis.

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 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.

These terms and conditions are effective when you submit them and will continue in effect until you or Pepco cancels your participation in the Program. You may cancel your participation at any time by calling Customer Support at 1-866-353-5798 or contacting [PepcoTStatOpt@icf.com](mailto:PepcoTStatOpt@icf.com).