

TERMS AND CONDITIONS AND CUSTOMER ACKNOWLEDGEMENT

Building Tune-up Program: Operations and Maintenance Training



TERMS AND CONDITIONS

1. **PROGRAM OFFER:** This application covers Pepco Operations & Maintenance Training that qualifies for incentives only. Pre-approval from Pepco in accordance with Section 4 is required for all applications. Course completion paperwork and proof of payment (the "post-completion documentation") must be received within six (6) months of the Pre-Approval Date (as defined in Section 4). Only one course may be submitted per application. Applicants who fail to submit timely post-completion documentation may be denied incentive payment.
2. **ELIGIBILITY:** Incentives are available to Pepco commercial, industrial, governmental, and institutional electric customers in the Pepco Maryland service territory for Operations and Maintenance Training courses, subject to these Terms and Conditions and the requirements included in the Operations and Maintenance Training Technical Sheet.
3. **OWNERSHIP OF CAPACITY AND/OR ENERGY/ENVIRONMENTAL SAVINGS CREDITS:** Pepco holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with this Program for which incentives were received, and Pepco can dispose of these credits in any manner authorized by applicable law or regulation. In no event will activity associated with any energy or environmental credits noted in this Section 3 result in interference with the customer's ability to operate its facility.
4. **TRAINING COURSE APPROVAL:** Pre-approval is required for pre-qualified courses listed on the Program website. Pepco will consider applications for non-listed courses for the Program on a case-by-case basis, and will provide pre-approval for such courses at Pepco's sole discretion. Pepco reserves the right to approve or disapprove any proposed training courses at its sole discretion. The customer will allow 10 business days for Pepco to review the application and render a decision to approve or disapprove the training course.
5. **TRAINING COURSE COSTS:** The customer must provide copies of all invoices or other reasonable documentation that verify the costs of attending and completing the training course.
6. **TRAINING COURSE DOCUMENTATION:** Pepco is not obligated to pay any pre-approved incentive awards until the customer has provided post-completion documentation. Pepco staff or its representatives may conduct an inspection of the facility to survey the size and square footage of the building.
7. **INCENTIVE PAYMENT:** Incentive payments will be subject to the following limitations: a) The maximum incentive per application is \$1,000, or 80% of enrollment costs, whichever is less (additional costs such as travel, food, lodging, test fees, and materials will not be considered). b) Each Pepco electric account is limited to \$1,000,000 in incentives from Pepco per program year. c) Pepco reserves the right to deny any application that may result in Pepco exceeding its Program budget; incentives are offered on a first-come, first-served basis and are subject to eligibility, availability of funds, and distribution of incentives across the Pepco customer base. Incentives are subject to course and applicant eligibility. d) The customer may assign the incentive payment to a qualified Service Provider or other third party; provided, however that whether it be the Service Provider, Pepco customer, or other third party, as indicated in the application, Program incentives will be granted to only one party.
8. **CUSTOMER TAX OBLIGATION:** The customer or designated incentive recipient is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any Program incentive payment.
9. **SCHEDULE FOR INCENTIVE PAYMENTS:** Pepco expects to pay all incentives within 4-6 weeks after final review and approval upon notification of training course completion. Course completion requires submission to Pepco of all post-completion documentation. Pepco reserves the right to apply cash incentives to any of the customer's unpaid or overdue accounts, whether in the District of Columbia or Maryland.
10. **VERIFICATION:** Any customer and/or Service Provider receiving an incentive payment may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral, or electronic survey.
11. **PUBLICITY OF CUSTOMER PARTICIPATION:** Pepco reserves the right to publicize the customer's participation in the Program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable customer expectations of confidentiality of proprietary or competitive information. In the event that confidentiality of proprietary or competitive information could be compromised, Pepco will obtain the customer's permission to make such information public.
12. **PEPCO / PROGRAM LOGO:** Customers and Service Providers may not use the Pepco logo or Program name in any marketing, advertising, or promotional materials without prior written consent from Pepco.
13. **CHANGES TO / CANCELLATION OF THE PROGRAM:** Pepco may change the Program requirements, incentives, or these Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the Program. In the event of Program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval by Pepco. Notwithstanding the foregoing, Pepco reserves the right to delay or deny payments to pre-approved applications if such payment may result in exceeding the Program budget. Submission of a completed application does not entitle the customer to Program participation or guarantee payment.
14. **LIMITATION OF LIABILITY AND INDEMNIFICATION:** Pepco, its officers, directors, employees, affiliates contractors and agents (the "Pepco Parties") will not be liable to the customer for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this Program and the customer's participation therein. By participating in this Pepco Program, the customer agrees to waive any and all claims, whether arising in contract or tort and to fully release the Pepco Parties from any and all damages, of any kind. The customer will protect, indemnify, and hold harmless the Pepco Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Pepco Parties arising out of or relating to this application or the Program, whether arising in contract or tort.
15. **NO WARRANTIES:** NONE OF THE PEPCO PARTIES ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, SERVICE PROVIDER OR VENDOR, NOR DO THE PEPCO PARTIES PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. THE PEPCO PARTIES ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR COMMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING PEPCO SERVICE PROVIDER. THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC. NONE OF THE PEPCO PARTIES ARE RESPONSIBLE FOR ASSURING THAT THE TRAINING COURSE IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NONE OF THE PEPCO PARTIES MAKE, AND NONE ARE AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE TRAINING COURSE OR THE ADEQUACY OR SAFETY OF SUCH TRAINING COURSE.

EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to pepco.com/business.

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TERMS AND CONDITIONS (CONTINUED)

16. MISCELLANEOUS: a) The agreement between the Customer and Pepco is composed of all applicable program forms, including the application, supporting documentation, and these Terms and Conditions. b) The customer acknowledges that the only individuals authorized to bind Pepco under the Pepco Program are Pepco staff and authorized agents of Pepco. c) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling will not invalidate any other provision, and the remaining Terms and Conditions will remain in full force and effect in accordance with their terms. d) Resolution of disputes concerning these Terms and Conditions, or any other requirement of this application or condition of incentive award, will be governed in all respects by the laws of the jurisdiction in which the customer is located. e) In the event of any dispute, claim or controversy arising out of or relating to the Program or these Terms and Conditions (any such dispute, claim or controversy, a "Dispute") between the parties that cannot be informally resolved, the following procedure will apply. (1) NOTICE OF DISPUTE. A party will deliver a written notice ("Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute. (2) MANAGEMENT NEGOTIATION. During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties, the "Negotiation Period") an authorized manager of the customer (the "Customer's Manager") and an authorized manager of Pepco ("Pepco's Manager") will attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they will cause a written settlement agreement to be prepared, signed and dated (a "Management Settlement"), whereupon the Dispute will be deemed settled, and not subject to further dispute resolution. (3) ALTERNATIVE DISPUTE RESOLUTION. (i) The customer and Pepco (a) acknowledge that it is in their best interests to resolve any Dispute in accordance with the dispute resolution procedures set forth herein and (b) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts will include mandatory submission of a Dispute to nonbinding mediation. Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), Pepco and the customer may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (a) its confidential or proprietary information or material or (b) its names, trademarks, service marks or logos, in a court of competent jurisdiction in which the party seeking such relief is located. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. f) PEPCO AND THE CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION, THE PROGRAM OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.

17. MUNICIPAL CUSTOMERS: Municipal customers applying to the Pepco Energy Savings for Business Program may be eligible for the Energy Efficient Communities Program. Under this program, participants will receive one Operations and Maintenance training at no cost, locked-in incentive levels for the duration of the program, and enhanced technical assistance when developing projects and completing applications. As part of this program, we ask that participants identify an Energy Champion – or the main point of contact – who will help to identify eligible projects, monitor/update the status of these projects and meet quarterly with the Pepco team; complete an Operations and Maintenance training; and complete at least one project per year until December 2020. An assigned Account Executive will reach out to eligible customers to discuss program details.

CUSTOMER INFORMATION

Fill out the form below electronically to save time, paper, and hassle.

Project Name: _____ Project ID (located on the welcome email): _____

Street Address (of the facility): _____

City: _____ State: _____ Zip: _____

Customer Name (please print): _____ Title: _____

Email: _____ Phone Number: _____

CUSTOMER ACKNOWLEDGEMENT

By signing below, I hereby certify that I am an authorized representative of the Pepco customer of record for the project ID listed in the section above. I am authorized to approve maintenance work at the project company. I have read and agree to the Terms and Conditions.

Authorized Representative Signature: _____ Date: _____

PAYMENT INFORMATION

If the Service Provider completing the work or other third party will be receiving the incentive directly, please authorize payment by signing below.

By signing below, I hereby certify that I am an authorized representative of the Pepco customer of record for the project ID listed in the section above. I am authorized to assign the incentive payment to the designated payee below on behalf of the project company.

Payment to: Customer Contractor Third Party

Payee Company/Entity Name: _____

Authorized Representative Signature: _____ Date: _____

Pepco Energy Savings for Business Program

Contact: 1-866-353-5798 | pepcobusiness@icf.com

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