

**WALK THROUGH ENERGY ASSESSMENT TOOL
TERMS AND CONDITIONS OF USE
PEPCO**

Thank you for applying to participate in Pepco's Small Business Customer Program (the "Program"). The program is a voluntary effort to enhance educational and assessment efforts to promote energy efficiency among the business community, and is subject to change by Pepco at any time.

As part of the Program, we will provide you access to and use of the Walk Through Energy Assessment Tool (the "Tool"), which can be downloaded from this website or other websites designated by Pepco, once you have agreed to these terms and conditions of use (the "Terms"). The Terms apply to you, the user of the Tool, to any institution or company on whose behalf you are using the Tool (for example, your employer), and to anyone else to whom the Tool is made available including other personnel of such institution or company, and references to "you" refer to each and all of the above.

By clicking 'I have read and accept the Terms', you will accept and be bound by the Terms and you represent to PHI that you have authorization from your company to accept the terms and bind the company. If you permit anyone else to use the Tool that you have downloaded, you agree to notify that person of these Terms and ensure they comply with them. If you disagree with the Terms or do not have the authority to accept, you cannot use the Tool.

USE OF THE TOOL

The Tool is the property of Pepco or one of its affiliated companies and you agree not to claim it is your property or to use it in any manner that is not expressly permitted in these Terms. Upon acceptance of the Terms, you (or your employer if you are accessing on behalf of a company) will receive a limited, non-exclusive license to use the Tool for the sole purpose of conducting the energy assessments that are part of the Program. You cannot provide access to or a copy of the Tool or any part of it to anyone other than other employees of your company who have been advised of these Terms and are participating in the Program. If you have any questions about the Program or these Terms, please contact the Program office at 1-866-353-5798, or by email at pepcoenergyefficiency@lmbps.com.

The Tool cannot be used for any program, initiative, demonstration, pilot program or purpose other than the Program. You agree to treat the Tool with confidentiality and not to disclose it to others except only incidentally in connection with conducting the assessments for which the Tool is intended. You must not post the Tool or any part of it to any public website or distribute or display it publicly in any manner, or reprint any part of it for articles, news posts and the like unless Pepco consents in writing. You agree not to use the Tool to provide assessments on behalf of persons or companies other than the person or company who has registered with the Program.

You do not have the right to reverse engineer, modify or alter the Tool or to create derivative works of it. You cannot sublicense it to anyone else (even if the other person or entity is also participating in the Program). You must not use or share the information you collect or generate from the assessments for any purpose other than participation in the Program and sharing it with the assessed business. You do not have the right to make any warranties to third parties regarding the Tool, the energy assessments or the output and recommendations generated from such assessments. You agree to use the Tool in compliance with applicable laws.

TERMINATION OF THE USE OF THE TOOL

Pepco has the right to terminate the license to use the Tool and this agreement at any time in its sole discretion for any or no reason by providing written notice (which may be by email, web posting, letter or other similar means). If the Program terminates, the license to use the Tool will automatically terminate. You may elect to terminate the license to the Tool at any time by notifying us in writing. Upon termination of the license to use the Tool, you must permanently cease all use of the Tool and delete all copies of the tool from your systems.

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YOU AGREE THAT PEPco AND ITS CONTRACTORS WILL NOT BE LIABLE TO YOU FOR DAMAGES OF ANY TYPE ARISING IN ANY MANNER OR RELATED TO THE TOOL OR THE ASSESSMENTS, INCLUDING WITHOUT LIMITATION COMPENSATORY, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND OTHER SUCH DAMAGES. TO THE EXTENT THAT YOU ARE FOUND TO HAVE A RIGHT TO DAMAGES ARISING IN ANY MANNER OR RELATED TO THE TOOL, THE ASSESSMENTS OR THIS AGREEMENT, YOU AGREE THAT SUCH DAMAGES MAY NEVER EXCEED US\$100 IN THE AGGREGATE.

GENERAL

Pepco has the right to modify these Terms at any time by posting the changes on the website where the Tool is available or sending you a notice (which may be by email). You will be bound to changed terms 30 days after they are posted or you receive notice, as applicable. Pepco may also change the Tool at any time in its sole discretion.

The terms are governed by the laws of the State of Delaware.