

## PLUG-IN VEHICLE (PIV) MANAGED CHARGER PROGRAM

### I hereby acknowledge and agree that:

- As a Pepco residential customer of record, I am participating in Pepco's Demand Response Program for electric vehicle charging, which is offering a plug in vehicle (PIV)-only time-of-use rate to Pepco Maryland residential customers, known as the PIV Rate, along with a discounted Level 2 electric vehicle charging station (also known as EVSE), and a new second Smart Meter at no additional cost to me (we'll call all these together the Program).
- The Program offering is limited to one EVSE and one new Smart Meter per Pepco residential customer's household and total quantities under the Program are limited.
- To be qualified for the Program, I must meet all requirements set forth in the application and Program materials found at Pepco's EVsmart web link here.
- I will select a qualified EVSE from the Pepco approved list of EVSE(s) provided by Pepco prior to purchasing.
- My enrollment in the Program means that I will allow Pepco to reduce the EVSE's charging output for the duration of any high-electricity-demand event for reliability purposes;
- Prior to my enrollment, an appointment will be made for Pepco employees or representatives hired by Pepco to conduct an in-home assessment of my residence to ensure that my electric panel complies with electrical standards and local jurisdictional codes, at Pepco's expense, and I will have a responsible adult at home for this appointment. If my electric panel does not meet those requirements, Pepco may reject my application for the Program.
- Before any appointment for an in-home assessment or equipment installation, or upon any inquiry by Pepco or a representative hired by Pepco, I will disclose and provide accurate information to Pepco or such representative when a member of my household develops symptoms and/or is tested positive for COVID-19; provided, however, that I need not disclose which household member, but will disclose what date the symptoms first developed and, if applicable, the date the positive test was taken.
- My EVSE will be installed on property that I own, or if I am a renter, I will provide the property owner's written approval to install the EVSE during the application process. If Home Owner's Association approval is required for the installation of the EVSE, I will provide appropriate approval documentation to Pepco prior to installation.
- An appointment will be made by Pepco or a representative hired by Pepco to install the new EVSE and Smart Meter and I will have a responsible adult at home for this appointment.
- I will pay (1) 50% of the costs associated with the purchase of the EVSE at the time of purchase, and (2) 50% of the costs associated with the installation of the EVSE directly to the installing electrician at the time of installation (the other 50% of the purchase and installation costs will be paid by Pepco). The new Smart Meter will be installed near the existing meter at Pepco's expense and will be owned by Pepco. Once installed, I will own the EVSE and will be responsible for its operation and maintenance. If any replacement or maintenance to the EVSE is necessary, I will manage this process through the equipment warranty provisions.
- Pepco will manage my EVSE charging during a demand response event and gather data about my EVSE behavior and usage.

- Pepco or any representative hired by Pepco in connection with the Program has the right to refuse service or end the service when confronted by me or any person on my premises acting inappropriately or when facing a situation on the premises, or in the vicinity, deemed by Pepco or such representative to be potentially unsafe or harmful to health or well-being; “inappropriate” includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior and personal contact.
- I will have a home network with a WI-FI Protected Access (WPA2) connection available, and will assist Pepco in connecting my new EVSE to my home network WI-FI so that Pepco can transfer charging data between my EVSE and Pepco.
- Pepco or a representative hired by Pepco, will be given access to my residence, at reasonable times, during the term of the Program in order to inspect, install, maintain, remove and/or disable the Pepco Smart Meter installed as part of the Program;
- Pepco has the right to document the installation of equipment for the Program, including taking photos of the installation, and if Pepco releases the documentation or photos, no individually identifiable information or images will be shown without my advance written permission.
- I will not tamper with any Pepco-installed equipment installed as part of the Program,
- The program will terminate on June 30, 2024. At the termination of my participation in the Program, the EVSE will remain my property; the new Smart Meter, although owned by Pepco, will also remain in place.

**By signing this, I have agreed to the above and to the Terms and Conditions on the next page.**

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Customer Signature

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Date

## Terms and Conditions

1. Pepco will pass through to me the warranty(ies) offered by the manufacturer for the new Level 2 EVSE and warrants the workmanship in connection with the installation of the new Level 2 EVSE for a period of one year from installation. Pepco will perform corrective work as may be necessary to correct defects in workmanship brought to Pepco's attention in writing within the warranty period. OTHER THAN AS SPECIFICALLY PROVIDED ABOVE IN THIS SECTION 1, PEPKO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PEPKO- INSTALLED EQUIPMENT OR PROGRAM AND HEREBY DISCLAIMS ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULARPURPOSE, TITLE AND NON-INFRINGEMENT.
2. Pepco may assign or delegate any of its rights or obligations under this agreement to independent contractors or other third-party organizations.
3. I understand that it may be necessary for Pepco to modify the terms of the Program, if ordered to do so by the Maryland Public Service Commission. I will receive notice of any such Program modification. My continued participation in the Program following notice of such change will be considered acceptance of such modification.
4. This agreement constitutes the entire agreement between Pepco and me. No undertaking, representation or warranty made by any agent or representative of Pepco in connection with the installation, inspection, maintenance or disabling or removal of the Pepco-installed equipment will be binding on Pepco except as expressly included herein.
5. Pepco will not be liable to me or to any third party for any losses or damages, including, without limitation, those related to safety, health or well-being, loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting from or arising out of my participation in the Program.
6. I understand that Pepco assumes no responsibility for and will have no responsibility for the condition or repair of my electric panel or other customer-owned equipment. I understand that I will continue to be responsible for the repair and maintenance of my customer-owned equipment.
7. I agree to hold harmless, defend and indemnify Pepco and its affiliates, subsidiaries, officers, agents and employees, from and against any third-party claim arising from or in any way related to my improper use of Pepco-installed or Pepco-owned equipment or 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 me with written notice of such claim, suit or action.
8. The above provisions regarding warranties, disclaimers of warranty and liability and termination will survive the termination of this agreement. Failure to insist on strict performance of the terms of this agreement will not operate as a waiver of any subsequent default or failure of performance. If any part 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 Pepco and me as a result of this agreement.