

### OFF-PEAK OFF-BILL CREDIT INCENTIVE PROGRAM PEPCO MARYLAND

**I hereby acknowledge and agree that:**

- As a Pepco residential customer of record in Maryland, I am participating in Pepco's Off-Peak Off-Bill Credit Incentive Program, which is offering no-risk off-bill credits for off-peak electric vehicle (EV) charging (the Program).
- The Program offering is for Pepco residential service Schedule R customers in Maryland who have eligible smart EV chargers and who are **not** participating in time of use rates in Schedules PIV and R-PIV. Total quantities under the Program are limited.
- The smart EV charger I will use to participate in the Program must be one of the EV chargers listed in the table shown in Item 1 under the heading "How to Participate" here.
- To the best of my knowledge, I meet all customer requirements as set forth in this Customer Participation Agreement.
- The credit offered by the Program, which is calculated by subtracting any on-peak charging from total off-peak charging, is 3 cents per kWh.
- On-peak hours are defined as noon to 8 pm weekdays, excluding holidays, and all other hours are off-peak.
- The credits will be provided to me on a quarterly basis in the form of a no-fee e-gift card.
- Pepco will gather data about my EV charging behavior and usage.
- will
  - maintain a home network with a Wi-Fi Protected Access (WPA2) connection available,
  - connect my EV charger to my home network Wi-Fi,
  - assist Pepco in accessing my EV charging data, and
  - maintain the EV charger connection for the duration of the Program so Pepco can receive charger data and calculate the credits.
- If the EV charger connection is not maintained as described above, Pepco will be unable to provide the Program credits.
- The Program will terminate on March 1, 2024.

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

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer First Name, Last Name

\_\_\_\_\_  
Pepco Account #

Email Address: \_\_\_\_\_

## Terms and Conditions

1. Other than the obligation to provide the off-bill credits as described in the Program materials and Customer Participation Agreement, PEPCO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE PROGRAM AND HEREBY DISCLAIMS ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES IN CONNECTION WITH THE PROGRAM.
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 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 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 me with written notice of such claim, suit, or action.
7. 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.