

Smart Inverter Management Pilot Application

We thank you for your application for your company to participate in Pepco's Smart Inverter Management Pilot Program (the "Program"). **Please fill out the following Application and review and sign the Customer Participation Agreement.** When you are finished, submit the completed form to SmartInverterManagement@Exeloncorp.com. If chosen to participate, your company's participation will be governed by the Customer Participation Agreement for the Program.

DIRECTIONS: Please save a copy of this form to your computer by selecting "FILE/SAVE AS" before entering text and numbers. Then fill in your information electronically and select "SAVE." Note that this form requires the current Adobe Reader® version to function properly. Download the most recent version of Adobe Reader® at <https://get.adobe.com/reader/>.

| NAME OF BUSINESS AND RESPONSIBLE CONTACT | | | |
|--|-----------------------------|----------------------------------|-------------------------------|
| Business Name: | | Pepco Business Customer Account: | |
| Business Mailing Address: | | Business City: | Business State: Business ZIP: |
| Business Contact First Name: | Business Contact Last Name: | Business Email Address: | Business Phone Number: |

PROGRAM SELECTION CONFIRMATION

1. My company is applying to participate in Pepco's Smart Inverter Management Pilot Program, which is offering replacement of my company's smart inverter in exchange for allowing Pepco to access and manage the smart inverter and the company's existing attached distributed energy resources.
2. I understand that my company's participation is subject to my company being chosen to participate in the Program.

INVERTER INFORMATION

| | | |
|--|-----------------------------|------------|
| Inverter Manufacturer: | Inverter Model: | KW Rating: |
| Inverter Serial Number (if available): | Inverter Installation Date: | |

ADDITIONAL SYSTEM INFORMATION

| | | | |
|--|------------------------|------------|------------|
| Indicate the type of DER installed (ex. Solar, EV, Battery Storage): | DER Manufacturer: | DER Model: | Size (KW): |
| DER Serial Number (if available): | DER Installation Date: | | |

Any other relevant information you would like us to know about your DER system:

The undersigned represents that he/she/they is(are) authorized to sign below on behalf of the customer referenced above.

Signature:

Date:



pepcoSM

AN EXELON COMPANY

Smart Inverter Management Pilot Customer Participation Agreement

As the authorized representative of the Pepco customer of record set forth in the signature block below (“Customer”), I hereby acknowledge and agree that:

- Customer is participating in Pepco’s Smart Inverter Management Pilot Program (the “Program”), which is offering a replacement Smart Inverter in exchange for allowing Pepco to access and manage Customer’s Smart Inverter(s) and attached distributed energy resource(s) (“DER(s)”) at no additional cost to Customer at one Customer location. If Customer would like to participate at more than one location, an application for each such location will be required.
- Because the Program is a pilot, Customer’s participation is not guaranteed and, in addition, the Program offering is limited to one replacement Smart Inverter per Pepco commercial customer’s premises, and total quantities under the Program are limited.
- To be qualified for the Program, Customer must meet all requirements set forth in the application and Program materials found at Pepco’s Program Requirements page, found at [Pepco.com/SmartInverterManagementPilot](https://www.pepco.com/SmartInverterManagementPilot)
- Customer’s enrollment in the Program means that Customer will allow Pepco and Pepco-chosen vendors and representatives to monitor and manage Customer’s Smart Inverter(s) and attached DER(s) at Customer’s location and potentially curtail Customer’s usage of the DER(s) in certain conditions as described below, for the duration of Customer’s participation in the Program. Pepco will evaluate and consider all relevant conditions, including but not limited to forecasted and actual peak hours, forecasted and actual renewable generation, temperature, system load conditions, system operating needs, energy market conditions and other emergency conditions in line with the Program, prior to determining whether to initiate operational control over the Smart Inverter(s) and DER(s).
- Customer’s enrollment will also allow Pepco, and Pepco-chosen vendors and representatives to collect and make use of data from Customer’s Smart Inverter(s) and Smart Meter(s) as part of the Program. Customer understands that data collected as part of the Program will only be used for the purposes of operation, or evaluation of the success of the Program.
- Prior to Customer’s enrollment, an appointment will be made for the applicable Customer location for Pepco employees or representatives hired by Pepco to conduct an assessment at Pepco’s expense of the applicable location to ensure that Customer’s electric panel, electrical equipment and DER at such location comply with electrical standards and local jurisdictional codes, and Customer will have a responsible authorized adult available at such location for such appointment. If Customer’s electric panel, electrical equipment or DER at the applicable location do(es) not meet those requirements, Pepco may require upgrades in order for Customer to participate in the Program for such location.
- If such assessment shows that Customer needs to have a qualifying gateway for communication purposes (“Gateway”) installed at such location, Pepco will have the option, at its sole discretion, to install a Gateway at Pepco’s expense.
- Customer will be responsible for any upgrades to the existing Customer electric panel, electrical equipment or DER at the applicable location that may be deemed by Pepco, or representative hired by Pepco, to be necessary as a result of the assessment of such location. Customer understands that not making these upgrades will lead to a rejected application for the Program for that location.
- Prior to any appointment for an assessment or equipment installation, or upon any inquiry by Pepco or a representative hired by Pepco, Customer will disclose and provide accurate information to Pepco or such representative when a person on the applicable premises develops symptoms and/or tests positive for COVID-19; provided, however, that Customer need not disclose which person but will disclose what date the symptoms first developed and, if applicable, the date the positive test was taken.
- The replacement Smart Inverter and Gateway (if applicable) will be installed on property that Customer owns, or if Customer is a renter or lessee at such location, Customer certifies that it has the authority to install the applicable equipment at such location.
- An appointment will be made by Pepco or a representative hired by Pepco for such location to install the replacement Smart Inverter and Gateway (if applicable). Customer will have a responsible authorized adult available for this appointment at such location.
- The replacement Smart Inverter and Gateway (if applicable) will be installed at Pepco’s expense, and such Smart Inverter or Gateway will be owned by Customer. Customer will be solely responsible for the operation and maintenance of such replacement Smart Inverter and Gateway. If such Smart Inverter or Gateway should in the future require any replacement, repairs, or maintenance, Customer will seek such redress through the Smart Inverter or Gateway equipment warranty provisions.

- 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 any person on Customer’s 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.
- Depending on the system configuration, use of Customer’s internet connection may be required for communication of the Smart Inverter, Gateway (if applicable) and DER with Pepco. If requested by Pepco, Customer will have an internet network with a Wi-Fi Protected Access (WPA2) connection available at the applicable location and will assist Pepco in connecting Customer’s Smart Inverter(s), Gateway(s) (if applicable) and DER(s) to such network Wi-Fi so that Pepco can transfer charging data between Customer’s Smart Inverter(s) and Pepco.
- Pepco or a representative hired by Pepco will be given access to Customer’s premises and Smart Inverter(s), Gateway(s) (if applicable) and DER(s), at reasonable times, during the term of Customer’s participation in the Program in order to inspect such equipment.
- 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 Customer’s, or another authorized person’s, advanced written permission.
- For the duration of Customer’s participation in the Program, Customer will not tamper with any replacement Smart Inverter or Gateway installed as part of the Program, and will make Customer’s Smart Inverter(s), Gateway(s) (if applicable) and DER(s) available at all times that Pepco requires its/their use.
- Customer’s participation in the Program will terminate two years after the date of Customer’s signature below, unless otherwise agreed on by Pepco and Customer in writing. At the termination of Customer’s participation in the Program, Customer’s Smart Inverter(s) and Gateway(s) (if applicable) will remain Customer’s property.
- Customer’s Smart Inverter, Gateway (if applicable) and DER at the applicable location must remain in operating condition and fully accessible for the duration of Customer’s participation in the Program. If these conditions are not met, Pepco may, at its sole discretion, terminate Customer’s participation in the Program and Customer will be liable to pay for the original installation and purchase cost of the replacement Smart Inverter and Gateway (if applicable). Such purchase cost will be divided into equal monthly installments.
- Pepco may terminate the Program at any time and for any reason including convenience at Pepco’s sole discretion. Any replacement Smart Inverter and Gateway (if applicable) installed as part of the Program will remain Customer’s own.

By signing this on behalf of Customer, I represent that (i) I have authority to sign on behalf of Customer, (ii) Customer is a Pepco customer of record, and (iii) I agree to the above and to the Terms and Conditions on the next page on behalf of Customer.

| CUSTOMER SIGNATURE | |
|---|---------------------------------------|
| Signature of Authorized Representative: | Title and/or Relationship to Company: |
| Printed Name (Full Legal Name): | Date: |

Smart Inverter Management Pilot

Terms and Conditions

1. Pepco will pass through to Customer the warranty(ies) offered by the manufacturer for any new Smart Inverter or Gateway product installed by Pepco as part of the Program and warrants the workmanship in connection with such installation for a period of one year from installation. Pepco will perform corrective work on any such Smart Inverter or Gateway 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, PEPCO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PEPCO-INSTALLED EQUIPMENT OR PROGRAM AND HEREBY DISCLAIMS ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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. Customer understands that it may be necessary for Pepco to modify the terms of the Program. Customer will receive notice of any such Program modification. Customer's 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 Customer. 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 any Pepco-installed equipment will be binding on Pepco except as expressly included herein.
5. PEPCO WILL NOT BE LIABLE TO CUSTOMER, ITS AFFILIATES, OR THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, 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 CUSTOMER'S PARTICIPATION IN THE PROGRAM.
6. Customer understands that Pepco assumes no responsibility for and will have no responsibility for the condition or repair of Customer's electric panel or other Customer-owned equipment. Customer understands that it will continue to be responsible for the repair and maintenance of Customer-owned equipment.
7. CUSTOMER AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY PEPCO, ITS AFFILIATES, AND THEIR RESPECTIVE, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY THIRD-PARTY CLAIM ARISING FROM OR IN ANY WAY RELATED TO CUSTOMER'S IMPROPER USE OF ANY PEPCO-INSTALLED OR PEPCO-OWNED EQUIPMENT OR 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 CUSTOMER 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 Customer as a result of this agreement.