

Smart Inverter Management Pilot Application

We thank you for your application 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 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

First Name:	Last Name:	Email Address:		
Mailing Address:		City:	State:	ZIP:
Pepco Customer Account:		Phone Number:		

PROGRAM SELECTION CONFIRMATION

- As a Pepco customer of record, I am applying to participate in Pepco's Smart Inverter Management Pilot Program, which is offering replacement of my current smart inverter in exchange for allowing Pepco to access and manage the smart inverter and my existing attached distributed energy resource ("DER") at no additional cost to me.
- I understand that my participation is subject to my 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:

Customer Signature:

Date:



pepcoSM

AN EXELON COMPANY

Smart Inverter Management Pilot

Customer Participation Agreement

I hereby acknowledge and agree that:

- As a Pepco customer of record, I am 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 my Smart Inverter and attached distributed energy resource ("DER") at no additional cost to me.
- Because the Program is a pilot, my participation is not guaranteed and, in addition, the Program offering is limited to one new replacement Smart Inverter per Pepco residential customer's residence, 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 Program Requirements page, found at [Pepco.com/SmartInverterManagementPilot](https://www.pepco.com/SmartInverterManagementPilot)
- My enrollment in the Program means that I will allow Pepco and Pepco-chosen vendors and representatives to monitor and manage my Smart Inverter and attached DER at my location and potentially curtail my usage of the DER in certain conditions as described below, for the duration of my 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 and DER.
- My enrollment will also allow Pepco, and Pepco-chosen vendors and representatives to collect and make use of data from my Smart Inverter and Smart Meter as part of the Program. I understand 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 my enrollment, an appointment will be made for Pepco employees or representatives hired by Pepco to conduct an assessment of my residence location to ensure that my electric panel, electrical equipment and DER comply with electrical standards and local jurisdictional codes, at Pepco's expense, and I will have a responsible adult available at the location for this appointment. If my electric panel, electrical equipment or DER do(es) not meet those requirements, Pepco may require upgrades in order for me to participate in the Program.
- If such assessment shows that I need 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.
- I will be responsible for any upgrades to my existing customer electric panel, electrical equipment or DER that may be deemed by Pepco, or representative hired by Pepco, to be necessary as a result of the assessment. I understand that not making these upgrades will lead to a rejected application for the Program.
- Prior to any appointment for an 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 person on my premises develops symptoms and/or tests positive for COVID-19; provided, however, that I need not disclose which person but will disclose what date the symptoms first developed and, if applicable, the date the positive test was taken.
- My replacement Smart Inverter and Gateway (if applicable) 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 applicable equipment during the application process. If homeowner's association or similar approval is required for the installation of the applicable equipment, I will provide appropriate approval documentation to Pepco during the application process.
- An appointment will be made by Pepco or a representative hired by Pepco to install the replacement Smart Inverter and Gateway (if applicable). I will have a responsible adult available for this appointment at my residence.
- 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 me. I will be solely responsible for the operation and maintenance of such replacement Smart Inverter or Gateway. If such Smart Inverter or Gateway should in the future require any replacement, repairs, or maintenance, I 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 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.

- Depending on the system configuration, use of my personal internet connection may be required for communication of the Smart Inverter, Gateway (if applicable) and DER with Pepco. If requested by Pepco, I will have a home network with a Wi-Fi Protected Access (WPA2) connection available and will assist Pepco in connecting my Smart Inverter, Gateway (if applicable) and DER to my home network Wi-Fi so that Pepco can transfer charging data between my Smart Inverter and Pepco.
- Pepco or a representative hired by Pepco will be given access to my premises and my Smart Inverter, Gateway (if applicable) and DER, at reasonable times, during the term of my 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 my, or another authorized person's, advanced written permission.
- For the duration of my participation in the Program, I will not tamper with any replacement Smart Inverter or Gateway installed as part of the Program, and will make my Smart Inverter, Gateway (if applicable) and DER available at all times that Pepco requires its/their use.
- My participation in the Program will terminate two years after the date of my signature below, unless otherwise agreed on by Pepco and me in writing. At the termination of my participation in the Program, my Smart Inverter and Gateway (if applicable) will remain my property.
- My Smart Inverter, Gateway (if applicable) and DER must remain in operating condition and fully accessible for the duration of my participation in the Program. If these conditions are not met, Pepco may, at its sole discretion, terminate my participation in the Program and I 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 my own.

By signing this, I agree to the above and to the Terms and Conditions on the next page.

CUSTOMER SIGNATURE

Signature:

Date:

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Terms and Conditions

1. Pepco will pass through to me 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, PEPKO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PEPKO-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. I understand that it may be necessary for Pepco to modify the terms of the Program. 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 any Pepco-installed equipment will be binding on Pepco except as expressly included herein.
5. PEPKO 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 PEPKO AND 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 MY IMPROPER USE OF ANY PEPKO-INSTALLED OR PEPKO-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, PEPKO 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.