

## PROGRAM TERMS AND CONDITIONS

**Welcome to the PECO Flex & Save™ Program (the “Program”).** By becoming a Participant of the Program, you may reduce stress on the grid in your utility service area. By participating in the Program, you may be eligible to receive the Reward, as defined and described below, subject to these Terms. To become a Participant in the Program, you must submit an application to, and have it accepted by the Service Provider Parties (defined below). You must have an installed and operational battery system from the DER Vendor to participate in this Program.

**Binding Agreement.** By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Service Provider Parties, provided, however, in the event your application is not accepted or approved, you will not be subject to data collection under these Terms. Failure to comply with these Terms may result in your unenrollment from the Program. The decisions of the Service Provider Parties regarding your eligibility to participate are final and binding in all respects. The Service Provider reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of Service Provider Parties' property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate unenrollment of a Participant and forfeiture of any Reward.**

**About the Program.** Applicants whose applications to participate in the Program are submitted by the enrollment deadline and accepted by the Sponsor or the Program Administrator (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms may receive an incentive, as set forth below (“**Reward**”), to be provided to you by the Sponsor following the conclusion of the Program term. To receive the Reward, you must be accepted as a Participant by the Service Provider Parties, and your participation must not be withdrawn or terminated.

**Definitions.** In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 (the “**Service Provider**”).
- “**Adjustment Events**” means times during the Program Period when the DER Vendor will control Participant’s Device(s) (on behalf of the Service Provider Parties) to signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable].
- “**DER Vendor**” means the third-party manufacturer of the Participant’s Device.
- “**Device**” means your battery system, which can be monitored and operated during the Program by DER Vendor’s network operations center.
- “**FAA**” means the Federal Arbitration Act.
- “**Participant**” means an applicant that has been accepted into the Program by the Service Provider and the Sponsor or the Program Administrator.
- “**Program**” means the **PECO Flex & Save™** Program.
- “**Program Data**” means data related to your identity, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Sponsor account, your utility bill, and operational data about your Device(s).
- “**Program Period**” means the duration of the Program from January 1st through December 31st of each year of the Program.
- “**Program Administrator**” means CLEAResult Consulting Inc., which administers the Program on behalf of the Sponsor.
- “**Reward**” 80/kW based on the average kW reduction delivered by a Participant’s battery storage system across all Adjustment Event hours during an entire season. To be eligible for a season Reward, Participant must remain enrolled through the end of the applicable season. Seasons are June 1st - August 31st and January 1st - February 28th. Program

funds for Reward payments are limited and subject to availability. The Reward amount and this Program are subject to change, including termination, without prior notice.

- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Service Provider Parties”** means Service Provider, Sponsor, DER Vendor, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, representatives, directors, officers, and employees.
- **“Sponsor”** means PECO Energy Company, your regulated electric utility.
- **“Terms”** means these Program Terms and Conditions.

**Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize the Service Provider Parties to 1) collect and exchange Program Data and retain such data indefinitely, solely for the purposes of determining your eligibility for the Program, operating the Program, and for the purposes set forth below in this paragraph; 2) review and analyze all of your Program Data for the purposes of the Service Provider Parties fulfilling their obligations under the Program and applicable law, regulation, or regulatory agency order, improving the Program and as otherwise permitted or required by applicable law, regulation, or regulatory agency order, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically signal your Devices to take part in Adjustment Events for this Program or for general system testing purposes; 4) send you emails, text messages and other notifications related to the Program, including without limitation about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Service Provider Parties; 6) retain all of your Program Data indefinitely for record keeping purposes; and 7) summarize the results of the Program in publicly available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

**Eligibility and Enrollment.** You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the DER Vendor platform via the Service and compatible with the Program design;
- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist the Service Provider Parties’ support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues; and
- Have an active utility account with the Sponsor.

**Program Period.** The Program will run for the Program Period defined above. You may be automatically re-enrolled in subsequent Program Periods at the Service Provider’s discretion, subject to the then-current Terms for the Program. See **“Changes to the Terms”** below for more information about your rights and obligations if the Terms for the Program are changed. You may unenroll from the Program at any time.

**Program Description.** Participant agrees to allow DER Vendor, on behalf of the Service Provider Parties, to control the Participant’s Devices during the Program Period. Such adjustments are referred to as **“Adjustment Events.”** Adjustment Events may signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable. For certain types of services offered by the Service Provider Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of a current or future Adjustment Event at any time by directly adjusting the Device or by opting out via your DER Vendor mobile application.

**How to Apply.** You can apply to participate in the Program through your DER Vendor mobile application or at the Program enrollment website found here: [greatergrid.com/pecoflexandsavebattery](http://greatergrid.com/pecoflexandsavebattery). The Service Provider Parties may accept or reject your application in their discretion.

**How to Withdraw.** Once you are accepted as a Participant in the Program, you may withdraw by emailing the Service Provider contact address specified below. Withdrawal will not affect the other services provided by the Service Provider Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward, participate in the Program in the future, or participate in other programs offered by the Service Provider.

**Program Termination.** The Service Provider's ability to offer the Program is contingent on receiving certain approvals and acceptances from the Sponsor. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. Further, the Service Provider's ability to offer the Program to you is contingent on the Service Provider's agreements with the DER Vendor, and in the event such agreement(s) terminate(s) for any reason, your participation in the Program will be terminated along with the Reward. In the event of such termination, the DER Vendor may provide notice to you by email, and the Service Provider may provide notice at [www.energyhub.com](http://www.energyhub.com). Termination of the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

**Disqualification.** The Service Provider Parties may terminate your participation in the Program and Reward at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Service Provider Party in connection with this Program, if Service Provider Parties declare you ineligible for the Program, if your account with the Sponsor or DER Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through the Service Provider Parties, the Service Provider may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

**Privacy Notice.** By participating in the Program, you agree that the Service Provider Parties may collect your personal information or data as set forth under the heading "**Application Consent by Participant**" above, and that if the Service Provider Parties cannot collect the required information or data, you may not be eligible to participate in the Program. The Service Provider Parties will administer your personal information and usage data consistent with these Terms and each company's then-current privacy policy. The Service Provider's privacy policy is located at: <http://www.energyhub.com/privacy-policy>. The Sponsor's privacy policy is located at <https://www.exeloncorp.com/privacy-policy>. The Program Administrator's privacy policy is located at <https://www.clearex.com/privacy-and-agreement/>.

**Changes in Your Utility Costs.** The Service Provider Parties are not responsible for any changes in your utility costs during the Program.

**Information.** You represent and warrant to the Service Provider Parties that the information you provide to the Service Provider Parties while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify the Service Provider if any information you provided during your application for the Program has changed.

**General Conditions.** This Program is governed by the laws of the State of New York without regard to its applicable principles of conflicts of law. The Service Provider Parties' failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SERVICE PROVIDER

PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SERVICE PROVIDER DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SERVICE PROVIDER PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SERVICE PROVIDER PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SERVICE PROVIDER'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SERVICE PROVIDER PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SERVICE PROVIDER PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. The provisions of these Terms will be interpreted where possible in a manner to sustain their legality and enforceability; however, if any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on the Service Provider Parties and their respective successors and assigns, and Participant. Participant may not assign these Terms without the written consent of the Service Provider; however, the Service Provider may assign these Terms to any third party. The Service Provider Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward. For the avoidance of doubt, it is specifically understood and agreed that there shall be no personal liability on the part of any affiliates, agents, directors, officers, or employees of each Service Provider Party under these Terms.

These Terms constitute the entire agreement between the Service Provider Parties and a Participant relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.

**Arbitration.** If you and the Service Provider do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the FAA. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**No Class Action Procedure.** Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Service Provider agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

**Changes to the Terms.** The Service Provider may modify these Terms at any time. The Service Provider will notify you by email at the most current email address the Service Provider has on record for you when any material changes to these Terms are made, and the effective date of the modified Terms, which will be after the date of such notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. The Service Provider will also post the most current version of the Terms on its website specified below and you are encouraged to check this website frequently.

**Acceptance of Agreement.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on the Service Provider's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Service Provider, and the other Service Provider Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if they were a party hereto.

**Additional Program Details.** Additional program details are available at the following website address: [greatergrid.com/pecoflexandsavebattery](http://greatergrid.com/pecoflexandsavebattery). EnergyHub contact information for the program is: [pecoflexrewards@energyhub.com](mailto:pecoflexrewards@energyhub.com).

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Customer Signature

\_\_\_\_\_  
Customer Name

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Date