



An AEP Company

BOUNDLESS ENERGY™

## IM Power Rewards: Work AC Customer Agreement

This Agreement is made by and between Indiana Michigan Power Company (“I&M), and **Business Name**, (“Customer”) owner/electric account owner at the premises located at (**Address**). My Indiana Michigan Power Account #: **040-xxx-xxx-x-x**.

By agreeing to participate in IMPower Rewards: Work AC Program, (AKA: I&M’s Small Business AMI Direct Load Control Pilot (DLC)), (“Program”), as further described herein and at the property listed above, I agree that I&M or its pilot partner may install Pilot DLC DR Systems and equipment (Pelican Wireless Gateway and Thermostat); I agree to allow I&M electronic access to Pilot DLC DR Systems and equipment; I agree to allow Pilot DLC systems and measures to control Customer’s central air conditioner(s) or central air source heat pumps(s) (HVAC units) or variable HVAC related air flow equipment during May through September, 2021 and May through September 2022, with up to 15 Load Management and 10 Emergency PJM Event per year, and I agree to each of the following:

- I intend to operate a business at the property listed above for the next 24 months and maintain operational broadband internet access;
- I have at least one existing and operational central air conditioning unit and/or heat pump and intend to maintain operation through the Pilot;
- I agree to allow I&M and its designated pilot vendors to confidentially and securely engage in and use for the purposes of the pilot, Customer specific data for equipment specifications and the operation, scheduling and timing thereof, and premise electric usage information and data, in aggregate (meaning my data lumped in with other customers’ data) and disaggregate (meaning my data individually);
- I agree to take custody and responsibility for the Pelican Wireless System Components and keep in operable condition throughout the duration of the pilot.
- I agree to participate in and provide feedback necessary for I&M’s Evaluation Measurement & Verification (EM&V) vendor, ADM, to independently evaluate the twenty-four month pilot.
- I understand I will receive a bill credit of \$1.95 per event called and participated in during the summer months of May, June, July, August and September 2021 and 2022, for each air-conditioning/heat pump unit/variable air flow motor participating in the called events.
- I understand I may opt out of load control events by contacting the third party program implementation contractor.
- At the conclusion of the pilot, I acknowledge that I will be given the option to either keep the Pelican Wireless System Components provided for the study at no cost to me for the equipment itself, or have the system listed above removed from the premises at I&M’s cost and at its arrangement. I understand that if I choose to keep the Pelican Wireless

<b>CUSTOMER AGREED AND ACCEPTED</b>		
<i>I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Customers and certify that the information I have provided is true and correct.</i>		
Signature:	Name (printed):	Date:
<b>INDIANA MICHIGAN POWER COMPANY</b>		
Signature:	Name (printed):	Date:

System Components, I will be responsible for any future costs associated with the Pelican vendor service agreements.

## STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between Indiana Michigan Power Company (“I&M”), and Customer for the purpose of evaluating and installing direct load control measures (“**DLC**”) under the Program funded by I&M. I&M and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support I&M and its Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install DR (Demand Response) equipment using Program incentives. Customer agrees to allow I&M and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document, he or she has obtained the property owner’s permission to install DR under this Agreement. Customer agrees not to use the name or identifying characteristics of I&M or its Contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by I&M. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by I&M.
2. **ELIGIBILITY.** I&M determines eligibility of customers at its sole discretion. I&M may request verification of eligibility requirements at any time during the Program period. Customer agrees to allow the installation of all DR equipment provided by I&M under this Program; provided, however, that if Customer does not install all DR equipment, then it shall return any uninstalled DR equipment to I&M.
3. **DEMAND RESPONSE PILOT MEASURE.** Customer agrees that the DR is being provided by I&M at no additional cost in return for active participation in the pilot. If plug-in load logging equipment indicates that the DR equipment is not in use, Customer acknowledges that I&M will recover the DR equipment and return the Customer’s old equipment.
4. **CONTRACTOR SERVICE SUBSCRIPTION PAYMENT.** Customer acknowledges that Contractor Service Subscription will be paid by I&M only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of I&M’s energy efficiency programs for the same measure(s). Customer understands that I&M, in its sole discretion, may withhold service subscription payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the payment amount may not exceed the cost of the required subscription service.
5. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow I&M and Contractor to access its facilities for the purpose of confirming Customer’s participation in the Program, inspecting installed EMS, and verifying the energy savings achieved through the Program. Customer agrees to cooperate with I&M and Contractor, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any payments may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EMS is installed in accordance with all applicable federal, state and local laws and manufacturer’s specifications.
6. **CONFIDENTIALITY.** I&M shall keep Customer information confidential. Only Contractor and I&M and the Michigan Public Service Commission (“MPSC”) shall be granted access to Customer data as needed or required. I&M will not use the name or identifying characteristics of Customer in advertising, sales promotions or other publicity without Customer’s written approval.
7. **NO WARRANTY.** I&M, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR ANY OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO, ANY THIRD PARTY. I&M, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS SHALL NOT BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
8. **INDEMNIFICATION; LIMITATION OF LIABILITY.** CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS I&M AGAINST ALL LOSSES, DAMAGES, COSTS, EXPENSES AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER I&M AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

9. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to conflict of laws rules. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of I&M. I&M may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the termination of this Agreement.