

## **IM Power Rewards: iControl Standard Terms and Conditions**

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 the IM Power Rewards; iControl Program (“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 hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support I&M and its third-party evaluator to facilitate services provided under this Agreement. Customer agrees to allow I&M and its third-party evaluator to access energy use and cost information for the purposes of implementing 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 Customer has not and will not enroll in another demand response or direct load control program with I&M. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by I&M. Customer agrees to participate in the full duration of the pilot which is scheduled to run through the summer season 2022.
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. Customers must be a Michigan residential customer and have an AMI Meter installed at Customer’s home. Customer also affirms that Customer is not currently, nor does Customer plan to, enroll in another I&M demand response program offering bill credits. Customer must provide I&M with a working phone number and agree to receive text alerts. Ability to receive text alerts is a requirement for the program. Withdrawal from text alerts will result in Customer’s removal from the pilot. Active and working email address is also required for post-event results and recommendations for energy reduction during events.
3. **AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow I&M and I&M’s third-party evaluator to analyze Customer’s individual and aggregate AMI meter data with the intent of verifying the energy savings achieved through the Program. Customer agrees to cooperate with I&M and I&M’s third-party evaluator, 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 incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period.
4. **CONFIDENTIALITY.** I&M shall keep Customer information confidential. Only the third-party evaluator, 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 promotion or other publicity without Customer’s written approval.
5. **INDEMNIFICATION; LIMITATION OF LIABILITY.** CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS I&M AGAINST ALL LOSS, DAMAGES, COSTS, EXPENSES AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO PARTICIPATION IN THE PROGRAM. NEITHER I&M, I&M’S AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONTRACTORS NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
6. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to conflict of law rules. The Parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or Customer’s 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.