



BUSINESS PROGRAM TERMS & CONDITIONS

Definitions

FIRSTENERGY COMPANIES (“THE COMPANY” OR “COMPANIES”) – The Toledo Edison Company, The Cleveland Electric Illuminating Company, and Ohio Edison Company.

PROGRAM or **PROGRAMS** –This application relates to the business programs supporting energy efficiency in the Companies’ commercial and industrial customer facilities including, municipal, government and institutional facilities.

PROGRAM MANAGER – The entity contracted by the Companies for management of the Programs.

ENERGY-EFFICIENCY MEASURES – Any equipment or action eligible to receive a Program Incentive under the Program.

PARTICIPANT (or **PARTICIPANTS** or **PARTICIPATING CUSTOMERS**) – Those non-residential retail electric service eligible customers of the Companies who are enrolled in and are eligible to receive Program Incentives pursuant to this Program.

PROGRAM INCENTIVES – Refers to the monetary incentive, equipment, or service that the Program provides to FirstEnergy Companies’ qualifying customers.

PROOF OF PURCHASE: documentation that demonstrates the purchase of eligible Program measure or service.

EVALUATION MEASUREMENT AND VERIFICATION (“EM&V”): is the collection of methods and processes used to assess the performance of energy efficiency activities so that planned results can be achieved with greater certainty and future activities can be more effective; where main objective of EM&V process is to assess the performance of an energy efficiency program, project or specific measure and to measure the energy or demand savings and verify if the program, project or specific measure is generating the expected level of savings.

CAPACITY: demand reduction, measured in megawatts (MW) or kilowatts (kW), resulting from the installation of energy efficiency and peak demand reduction measures.

CAPACITY RIGHTS: demand reduction associated with energy efficiency and peak demand reduction measures for which incentives are provided by the Company.

Eligibility

“Participant” or “Participants” are Program customers identified above served by The Toledo Edison Company, The Cleveland Electric Illuminating Company, and Ohio Edison Company as defined above. Residential customers are not eligible for Program Incentives through the commercial and industrial Programs. Program Incentives are awarded only to Participants, or their assigned agents, for qualifying equipment (“Energy Efficiency Measures”) that is installed in the State of Ohio at the location identified in this application, and such Participants are responsible for compliance with the Business Program Terms & Conditions set forth herein.

Compliance

The Participant is responsible to comply with all applicable laws, rules, and regulations, and to comply with all applicable federal, state, and local codes.

Publicity

With Participant’s written permission, the Companies may publicly recognize participation in the Program and disclose information relating to the Participant’s participation in the Program, including such data as: projected project energy savings, the incentive amount, and other similar information.



OhioEdison®
A FirstEnergy Company

**the
Illuminating
Company**
A FirstEnergy Company

ToledoEdison®
A FirstEnergy Company

Application and Eligibility Process

The Programs provide for distribution of Program Incentives to Participants after the installation of qualified Energy Efficiency Measures and review of final documentation for compliance with Program requirements by the Program Manager. In order to be eligible for Program Incentives, a Participant, or an agent (contractor/vendor) authorized by the Participant, must submit a properly completed application with necessary supporting documentation before an applicant can be accepted into the Program. If eligible, the Participant will receive an approval letter with the estimated Program Incentive and the date by which the Energy Efficiency Measures must be installed for the approval to remain in effect.

After installation of Energy Efficiency Measures is completed, the Participant must finalize and resubmit the completed equipment application reflecting the “as built” project, along with the invoice, the manufacturer’s equipment performance sheet, and any other required documentation as may be specified on the application or in the Program Manager’s initial approval letter. Applications must be filled out completely, truthfully and accurately, and include signatures of the Participant and its authorized agents (as appropriate). Final payment will be based on the “as-built” documentation provided with the final project application.

Dates of Program

Program Incentives are available for Energy Efficiency Measures for which equipment is installed and operable on or after **June 1, 2023** through **May 31, 2024**.

Dated Proof of Purchase and complete documentation will be required with final application submission for the Participant to be eligible for receipt of any Program Incentive. The Program is subject to revision or termination at any time by the Companies.

Installation Schedule Requirements

Pre-approved projects will receive approval letters , from the Program Manager, defining terms for payment and a commitment expiration date. If the Participant:

(1) has not engaged in installation of the pre-approved project; and (2) has not applied to the Program Manager for a project extension within ninety (90) days from the date the Program Manager pre-approves the project, the Program Manager may cancel Participant’s application without liability.



BUSINESS PROGRAM TERMS & CONDITIONS - Continued

Assignment	The Participant may assign Program Incentives to a specified third party.
Participating Customer's Certification	Participant certifies that he/she purchased and installed the Energy Efficiency Measures listed in its application at its defined Ohio location listed therein. Participant agrees that all information is true and that he/she has conformed to all of the Program's eligibility requirements, terms and conditions.
Incentive Amounts	Program Incentives will equal either: a) the approved Program Incentive amount reflecting incentives in effect at the time of approval, or b) the actual project cost of the Energy Efficiency Measure, whichever is less, as determined by the Program Manager. Please allow ninety (90) business days for delivery of the Program Incentive. Applications requiring post-installation inspections and unanticipated high volume of activities may require additional time. If information is missing or incorrect on the application, processing and delivery of the Program Incentive may also require additional time.
Taxes	Program Incentives received by the Participant under this application may be taxable by the federal, state, and local government. The Participant is responsible for declaring and paying all such taxes. Companies shall have no liability or obligation for any taxes.
Indemnification and Limits of Liability	<p>The Participant shall indemnify, defend, and hold harmless the Companies' and their parent, subsidiaries, and affiliates, and each of their respective agents, contractors, employees, officers, directors, successors, and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, claims of death or injury, or other damages, judgments, fines, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Indemnified Parties arising out of or relating to the performance of this application or the Program, or arising out of or relating to the installation, use and maintenance of the Energy Efficiency Measures, designs, practices or methods involved in this Participant's project.</p> <p>In no event shall any Indemnified Parties be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this application or Program, regardless of the legal theory under which such damages are sought.</p>
Warranties	<p>The Companies and their parent, subsidiaries, affiliates, and each of their respective agents, contractors, employees, officers, and directors make no express or implied warranties regarding the performance of installed Energy Efficiency Measures, the quality of any contractor's work, or that the Energy Efficiency Measures will result in any energy or cost savings.</p> <p>THE COMPANIES AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER OR PRODUCT, AND THEY PROVIDE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR ANY PRODUCT OR SERVICES. THE COMPANIES AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY). THE PARTICIPANT'S WARRANTIES ARE LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS, OR EQUIPMENT MANUFACTURER. NEITHER THE COMPANIES NOR THEIR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING, AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE ENERGY EFFICIENCY MEASURES IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. THE COMPANIES AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS DO NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY EFFICIENCY MEASURES OR THE ADEQUACY OR SAFETY OF SUCH ENERGY EFFICIENCY MEASURES.</p>
Recycling (Proper Disposal of Waste)	The Companies and their parent, subsidiaries, affiliates, and each of their respective agents, contractors, employees, officers, and directors are not responsible for the disposal or recycling of any waste generated as a result of participating this Program.
Endorsement (Product/Vendor)	The Companies and their parent, subsidiaries, affiliates, and each of their respective agents, contractors, employees, officers, and directors do not endorse any particular market provider, manufacturer, product, labor, or system design by offering this Program.



Ohio Edison[®]
A FirstEnergy Company

the
illuminating[®]
Company
A FirstEnergy Company

Toledo Edison[®]
A FirstEnergy Company

BUSINESS PROGRAM TERMS & CONDITIONS - Continued

Termination	<p>Program Incentives are available for Energy Efficiency Measures on a first-come, first-served basis subject to the availability of funds. Program availability, Program terms, and equipment eligibility may change without notice at the discretion of the Companies.</p> <p>Submission of any application does not give rise to any obligation to distribute any Program Incentive by the Companies or their parent, subsidiaries, affiliates, agents, contractors, employees, officers, directors, successors, or assigns.</p>
Evaluation, Measurement and Verification	<p>The Program Manager may, but is not obligated to, conduct an inspection of the facility to verify pre- and post-installation conditions or verify documentation prior to distribution of any Program Incentives, or at any time after receipt of applications and up to five (5) years after distribution of any Program Incentives. In addition, the Public Utility Commission of Ohio and the Companies will engage Evaluation Measurement and Verification (“EM&V”) contractors to evaluate Program performance which may involve additional visits. The applicant must provide reasonable access to the facility, the Energy Efficiency Measures, and related documentation and data. The Companies or their agents may install simple/standard metering devices on the Energy Efficiency Measures for program data collection, measurement, and verification purposes. The Companies and their agents are not obligated to distribute any Program Incentives until a satisfactory post-installation verification has been performed, unless the Companies have waived this requirement. If the Program Manager determines that the Energy Efficiency Measures were not installed in a manner consistent with the approved application, or if non-qualifying Energy Efficiency Measures were installed, the Program Manager may require changes before any Program Incentives are distributed.</p> <p>If qualifying Energy Efficiency Measures cannot be located at the Participant’s facility or is not installed in a manner consistent with the provisions of these Business Program Terms & Conditions, the Companies may seek recovery of any Program Incentives that have already been distributed.</p>
Capacity Rights	<p>By participating in these energy efficiency and peak demand reduction programs, Participants agree to allow the Company to retain ownership of all Capacity Rights.</p>
Acceptable Proof of Purchase	<p>Acceptable forms of Proof of Purchase include paid invoices or receipts. The documentation must show item numbers, quantities, and descriptions that are of sufficient detail to verify that the installed Energy Efficiency Measures meet efficiency requirements. Additionally, the post- installation documentation must include manufacturers' specifications (“cut sheets”) that list the efficiency ratings of the Energy Efficiency Measures. The Program Manager may, at its sole discretion, accept other forms of Proof of Purchase.</p>