

# ENERGY WISE REWARDS® BRING-YOUR-OWN-DEVICE (BYOD)

## Customer Participation Agreement

**PURPOSE AND PROGRAM OVERVIEW:** The Energy Wise Rewards Bring-Your-Own-Device Program ("BYOD Program") of Delmarva Power & Light Company ("Delmarva Power" or "we") provides you, as an eligible customer, the opportunity to save additional energy and money through your qualifying smart thermostat. The BYOD Program works automatically to minutely modify temperature set points during energy conservation periods, adjusting for weather patterns without sacrificing comfort or requiring you to make daily behavior changes.

**ELIGIBILITY:** The BYOD Program is open to all Delmarva Power Maryland residential rate classes. To participate in the BYOD Program, you must (1) be named on the Delmarva Power account, (2) have a central air conditioner and/or heat pump, (3) have a qualifying smart thermostat that can be controlled by Delmarva Power's demand response management system, (4) have that smart thermostat enrolled in the BYOD Program, and (5) maintain a Wi-Fi connection with the smart thermostat.

**DEVICES:** You may enroll an installed and in-use qualifying smart thermostat in the BYOD Program to be controlled by Delmarva Power during conservation periods. A list of qualifying smart thermostat models is available [here](#). We will provide you bill credits as described below for one smart thermostat for each air conditioning unit or heat pump on the premises.

**APPROVAL AND VERIFICATION:** As part of the BYOD Program, we reserve the right to remotely verify the internet connectivity, and to control as described above, your smart thermostat. We may contact you if your smart thermostat appears offline and not connected to the internet. If your smart thermostat's internet connection cannot be verified or maintained, we reserve the right to cancel your application, enrollment, and participation in the BYOD Program. We will notify you of any associated issues and work to resolve them where possible.

**INFORMATION RELEASE:** By participating in the BYOD Program, you agree that (i) Delmarva Power may include your Delmarva Power services used and the resulting energy savings in reports or other documentation submitted to the Maryland Public Service Commission (the "Commission"), and (ii) if required by the Commission, Delmarva Power may also include your name in these reports or other documentation submitted to the Commission. Delmarva Power will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**BILL CREDITS:** We will apply an \$8 Annual Reward Credit to your bill each month, June through October, for each smart thermostat enrolled in the BYOD Program, up to \$40 in bill credits each year you participate in the BYOD Program. We may modify the incentive structure at any time and will notify you if we do.

**TERMINATION OF PARTICIPATION BY YOU:** You have the right to terminate participation in the BYOD Program at any time by calling Customer Support at 1-866-353-5799 or contacting [DelmarvaBYOD@icf.com](mailto:DelmarvaBYOD@icf.com). If you cease to participate in the BYOD Program, we will unenroll the smart thermostat in the operational and billing systems effective immediately. The smart thermostat will no longer participate in conservation periods and you will no longer receive bill credits.

**CONSERVATION PERIODS:** Conservation periods will occur during summer months, between May 1–Oct. 31 on designated Peak Savings Days. Conservation periods can occur between 8:00am–9:00pm, but typically occur between noon and 8:00pm, and usually last 3 to 6 hours but not to exceed 4 hours per event in a day unless an emergency event is in place, which could extend events by 4 additional hours during a Peak Savings Day conservation period. Event information will be posted on [delmarva.com](http://delmarva.com), and you will be notified through the smart thermostat or its mobile application. Though a maximum of 30 Peak Savings Days can be called each year, you can expect five or fewer conservation periods per year. You may experience a temperature increase during a summer conservation period. Variables such as insulation, shaded windows, the use of ceiling fans, and the amount of foot traffic, all can also affect the temperature. You may opt out of up to two Peak Savings Day conservation periods a year by adjusting the temperature set point on your smart thermostat or within its mobile app. PJM\* could require a Priority Peak Day, a mandatory conservation period, for reliability reasons any time of year, and Delmarva Power may control the air conditioner or heat pump to comply. We cannot predict how long the conservation period will last as it will continue until the situation is resolved. You may not opt out of a Priority Peak Day.

### TERMS AND CONDITIONS:

Defined terms used herein will have the same meanings given to them in the Customer Participation Agreement.

1. BY PARTICIPATING IN THE BYOD PROGRAM, YOU CERTIFY THAT YOU ARE A NAMED DELMARVA POWER ACCOUNT HOLDER, AND YOU AGREE TO THESE TERMS AND CONDITIONS AND TO THE CUSTOMER PARTICIPATION AGREEMENT TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED (collectively, this "Agreement"). IF YOU DO NOT AGREE WITH THIS AGREEMENT, PLEASE CONTACT A DELMARVA POWER REPRESENTATIVE TO REQUEST THAT YOUR NAME BE REMOVED FROM THE BYOD PROGRAM.
2. Delmarva Power (or its Contractor) will activate the smart thermostat in the BYOD Program to be controlled by Delmarva Power's demand response management system.
3. The Program is being administered by a third-party administrator ("Program Administrator"), which is Ademco Inc., a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422 (d/b/a "Resideo Energy Management"). By enrolling in the BYOD Program, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://connectedsavings.com/eula> and <https://connectedsavings.com/privacy-overview/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. You agree that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or your consent. As between you and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the BYOD Program (including, for the avoidance of doubt, as regards limitations and exclusions of liability as well as data usage rights, retention and consents) and in the event of a conflict or inconsistency between these Delmarva Power Terms & Conditions and such EULA and/or Privacy Policy, as between you and the Program Administrator, such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency.

## Terms and Conditions (cont.)

4. The smart thermostat will remain your property. You agree to notify Delmarva Power if you disconnect or remove the smart thermostat. You may not assign or otherwise transfer this Agreement. DELMARVA POWER WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, AND PERSONAL INJURIES (INCLUDING DEATH), INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF YOUR PARTICIPATION IN THE BYOD PROGRAM.
5. You understand that Delmarva Power assumes no responsibility for and shall have no liability for the condition or repair of your central air conditioner or other appliances. You understand that you are responsible for the repair and maintenance of your equipment, appliances, and systems.
6. THE BYOD PROGRAM IS PROVIDED "AS IS." YOU UNDERSTAND AND ACKNOWLEDGE THAT DELMARVA POWER MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE BYOD PROGRAM, WHICH IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DELMARVA POWER DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
7. You agree to hold harmless, defend, and indemnify Delmarva Power and its subsidiaries, affiliates, officers, agents, and employees, from and against any third-party claim arising from or in any way related to your improper use of the smart thermostat or your participation in the BYOD 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, Delmarva Power will provide you with written notice of such claim, suit, or action.
8. This Agreement constitutes the entire agreement between you and Delmarva Power concerning your participation in the BYOD Program. No undertaking, representation, or warranty made by any agent or representative of Delmarva Power in connection with the BYOD Program or smart thermostat will be binding on Delmarva Power except as expressly included herein.
9. You understand that Delmarva Power reserves the right to modify the terms of the BYOD Program and notify you of such BYOD Program modification. Your continued participation in the BYOD Program following notice of such change will be deemed acceptance.
10. Delmarva Power may assign or delegate any of its rights or obligations under this Agreement to independent contractors or other third-party organizations.
11. The above provisions regarding events beyond Delmarva Power's control, warranties, disclaimers of warranty and liability, and termination will survive the termination of this Agreement. Failure to insist on strict performance of any provision of this Agreement will not operate as a waiver of any subsequent default or failure of performance. If any provision 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 you and Delmarva Power as a result of this Agreement.
12. Delmarva Power may use information about your energy usage, associated account, billing data, and smart thermostat data to evaluate and improve its products and services and make specific recommendations for decreasing your overall energy usage. Such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, rate information, and heating/cooling run times.
13. The smart thermostat manufacturer may share certain information (including, but not limited to, your name, email address, service address, thermostat serial number, activation date, thermostat account status, run time data, set points, and related details) with Delmarva Power to verify that you are eligible to participate in the BYOD Program, to implement the BYOD Program and to evaluate the comprehensive energy impact of the BYOD Program. In addition, the smart thermostat manufacturer may share with Delmarva Power your deletion of your smart thermostat account, which will automatically result in the termination of your enrollment in the BYOD Program.
14. Delmarva Power may use any aggregated and anonymized data provided by smart thermostat manufacturers through the BYOD Program in connection with Delmarva Power's demand response and energy efficiency programs.
15. You certify that the information you have provided as part of the BYOD Program application process and this Agreement is truthful and that you meet the minimum eligibility requirements. Delmarva Power may terminate this Agreement and not enroll you, or terminate your enrollment in the BYOD Program if the information you submit as part of this Agreement is not truthful, if you do not satisfy eligibility requirements or for any other reason at Delmarva Power's sole discretion. You acknowledge that you are participating in the BYOD Program on a voluntary basis.

\*PJM Interconnection LLC ("PJM") is a regional transmission organization, which manages the generation and transmission of electricity for all residents of the Middle Atlantic Region and portions of the Midwest. PJM determines when operating conditions are approaching the limits of the system and what actions are to be taken to avoid blackouts or other system emergencies potentially affecting large areas. PJM schedules all power plant and load management operation through an auction mechanism to obtain lowest reasonable cost of electricity for supply to electric utility customers in the region. Individual customers may also contract with independent generating companies for a portion of their electric supply, such as for renewable energy, but delivery of their energy across the regional grid is coordinated through the PJM operation control center to maintain system stability for all areas within our region.