

Energy Efficiency Service Provider Terms and Conditions for Open Networks

Effective January 1, 2021

1. If approved by Commonwealth Edison (ComEd) as a ComEd® Energy Efficiency Program Energy Efficiency Service Provider, the applicant (Company) shall offer and provide services to ComEd customers in accordance with the terms and conditions of the ComEd Energy Efficiency Program (the Program) as set forth below and as may be changed by ComEd from time to time, in its sole discretion, upon thirty (30) days written notice to Energy Efficiency Service Provider.
2. Company must comply with all Program guidelines and requirements promulgated by ComEd and its designees (collectively, the Program team) to remain an Energy Efficiency Service Provider in good standing. ComEd may suspend or terminate Contractor's right to participate in the Offering(s) if the ComEd determine(s) that there is a reasonable suspicion of non-compliance with any Offering requirement(s), service expectation, or term of this Agreement. Non-compliance activities include, but are not limited to:
 - Fraudulent, improper, grossly negligent activity, or misrepresentation of any kind;
 - Falsifying invoicing;
 - Invoicing for more or different measures than actually installed;
 - Providing inaccurate information in a customer application, project documentation, or invoice;
 - Misrepresenting the eligibility requirements for the Offering(s) to the customer or reporting an incorrect baseline
 - Performing projects for ineligible customers or on ineligible measures;
 - Misrepresenting its relationship to third parties;
 - Failure to follow the requirements set forth in this Agreement, Attachments, or Supplementary Contract, or;
 - In any way seeking Incentives to which Contractor is not entitled or eligible

ComEd will provide Contractor with notice of non-compliance, if Contractor fails to comply with any term, requirement, guideline, or expectation set forth in this Agreement. The notice of non-compliance may contain:

- A summary of the non-compliant action;
- Expectations for resolution by Contractor;
- A time frame for resolution by Contractor, if applicable;
- Scheduling of a resolution follow-up meeting, if required by ComEd;
- Contractor suspension or termination time frame, if applicable.

Contractor may be given, but are not guaranteed, the opportunity to correct any non-conformance. If the Contractor fails or refuses to correct such non-conformance within the resolution time frame, ComEd shall have the right to reassign the customer project to a different contractor to complete the project scope or to correct any part of the work that Contractor has failed to complete. If Contractor is involved in fraudulent, improper, grossly negligent activity, or misrepresentation of any kind or any non-compliance activities identified above, ComEd may immediately terminate Contractor's Agreement and remove Contractor from the Offering(s) permanently. ComEd may withhold payment to Contractor based on any failure to comply with any term, requirement, guideline, or expectation set forth in this Agreement for any of the following reasons:

- Contractor fails to submit project documentation or deliverables in accordance with Offering(s) documentation submission requirements to ComEd's satisfaction, or such submission, or a part thereof, is incomplete or inaccurate;
- Nonconforming or defective Work has not been corrected in a timely fashion; or
- ComEd has reasonable suspicion that Contractor is involved in fraudulent activity.

Failing to disclose to ComEd a "Conflict of Interest", or undertaking to perform services that creates a "Conflict of Interest" without first disclosing the "Conflict of Interest" to ComEd. For this purpose, "Conflict of Interest" means

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any circumstance in which Contractor's interests or the interests of another person or entity with whom Contractor has a relationship are materially adverse to the interests of ComEd or its Affiliates.

3. In the event the Contractor's status as a Service Provider is terminated and Contractor is removed from the Offering(s), Contractor understands and agrees to the following ongoing obligations and prohibitions:
 - Contractor shall not perform any Offering customer solicitation, acquisition, or installation Work after it has been notified in writing of its removal from the Offering(s) or other date specified by ComEd in writing (email is sufficient). Unless otherwise instructed in writing by ComEd, Contractor's obligation to cease all Work includes Work on all pending projects.
 - Contractor's right to payment of any Incentives shall be immediately waived and forfeited upon termination as a Service Provider and removal from the Offering(s), with the payment of Incentives for any fully compliant and completed or partially completed projects to be made in ComEd's sole discretion.
 - Contractor shall fully cooperate with ComEd in the project close-out procedures
 - Contractor shall immediately cease promoting its participation in the Offering(s) and shall return (at its own expense) any Utility branded marketing material provided by the Offering(s) or made available to the Contractor. Contractor shall immediately cease utilization of and remove the Utility branding from all Contractor materials promoting its participation in the Offering(s).
 - Contractor's information will be removed from the online Contractor directory.
 - A removed contractor is not permitted to perform any Work as a subcontractor to any other Energy Efficiency Service Provider on projects submitted for incentives to the Offering(s) they have been removed from.

A removed contractor is eligible to reapply to the Offering(s) they were removed from after time period as specified in the notification of removal. A contractor is removed from an Offering due to fraudulent activity is considered permanently removed and may not reapply to the Offering at any time. A contractor removed from an Offering multiple times may be removed permanently from the Offering.

4. The following procedures shall govern the close-out of open customer projects for a Contractor removed from an Offering. ComEd may, in its discretion, modify these procedures in writing.
 - Contractor shall designate one contact person who will be responsible for all close-out activities under this section and such person will be required to attend all required inspections and meetings.
 - After notice of removal from the Offering, Contractor shall not submit any new Customer Applications for any projects to the ComEd and no Incentives for such applications shall be payable.
 - For eligible Customer Applications approved prior to Contractor's notice of removal, ComEd will consider making Incentive payments in its discretion if, for each respective project so previously approved, Contractor submits to ComEd all completed required project documentation and completes all Work within timeframe as specified in the termination notice. Projects that are not completed or for which completed documentation has not been submitted within the timeframe set forth in the termination notice shall not be considered for incentive payments and no extension requests will be granted.

If contractor fails to complete Work or submit the required documentation within the specified timeframe, ComEd has the right to reassign the customer application and project to another contractor for completion of any outstanding Work.

5. Pursuant to Section 16-128B of the Illinois Public Utilities Act, ComEd cannot issue certain incentives or rebates unless it is provided with: a) certification that measures were self-installed by the ComEd customer, or b) evidence that the measures were installed by an installer certified with the Illinois Commerce Commission.
6. Company is not a contractor, subcontractor or agent of ComEd. ComEd shall have no liability for claims of any kind, whether based on contract, tort (including negligence and strict liability) or otherwise, for any loss or damage sustained or incurred by any third party relating to this Energy Efficiency Service Provider application or the performance of services or participation by Company in the Program. Company hereby releases ComEd from all liability for such claims. Company shall, to the fullest extent permitted by law, indemnify, defend and hold harmless ComEd and its affiliates, and their respective officers, directors, agents, employees and representatives from and against any and all losses, claims, damages, expenses (including attorneys' fees and costs) and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to the performance of the services or participation by Company in the Program.

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7. Except as otherwise permitted herein, Company shall not refer to ComEd or any company affiliated with ComEd in any advertising or other publication in connection with Company's participation in the Program or work performed by Company under the Program, without the prior written approval of ComEd. Except as otherwise permitted herein, Company shall not, either directly or indirectly, publish or disclose any photographs, images, logos, web pages, copyrighted or trademark protected information of ComEd or its affiliates; or use such information for the benefit of itself or any other person or entity without the prior written consent of ComEd.
8. Company acknowledges and agrees that Company's participation in the Program is in no way to be construed as an endorsement by ComEd of Company's work.
9. In the event of non-compliance with Program requirements, the following steps will be taken:
 - The Program team will contact Company by email and phone, describing the issue/complaint, the corrective action(s) Company must take to resolve the issue and the timeframe in which the issue must be resolved;
 - If the issue is not resolved to the Program team's satisfaction, Company will be contacted by the Program team, requesting immediate resolution of the issue/complaint;
 - If the issue is not resolved within the requested timeframe or if there is ongoing non-compliance with Program guidelines and requirements, the Program team will take disciplinary actions including, but not limited to, termination of Energy Efficiency Service Provider status, de-listing from the Energy Efficiency Service Provider directory and removal from the Program;
 - Some Energy Efficiency Service Provider actions, such as intent to defraud the customer or the Program, are grounds for immediate termination of Energy Efficiency Service Provider status and removal from the Program.
10. Information completed in the "Company Information" and "Business Type and Products/Services Provided" sections of this application will be the information included in the Energy Efficiency Service Provider directory. ComEd provides the Energy Efficiency Service Provider directory, a list of Energy Efficiency Service Providers, for informational purposes only. ComEd makes no warranty of any kind whatsoever, including, without limitation, the warranty of merchantability or fitness for purpose. Under no circumstances will ComEd be liable for indirect, special, consequential, punitive or exemplary damages.
11. ComEd will treat confidentially any information acquired in the conduct of reference checks.
12. Company shall assume full responsibility for removal of old equipment from the customer facility immediately following project completion and for sorting, storage, recycling and proper disposal of equipment and waste material in compliance with all applicable laws and regulations and the prevailing local jurisdiction.

COMPANY SIGNATURE

I have read and understand the Energy Efficiency Service Provider requirements and terms and conditions set forth in this document and agree to abide by these requirements. I verify by my signature hereto that I have authority to submit this document.

Signature

Name

Title

Company

Date