

BUSINESS PROGRAM TERMS & CONDITIONS

Definitions	<p>FIRSTENERGY COMPANIES (“THE COMPANY” OR “COMPANIES”) – Toledo Edison, The Illuminating Company, and Ohio Edison.</p> <p>PROGRAM or PROGRAMS – Companies’ Programs implemented under Ohio Senate Bill 221. This application relates to the Business Programs supporting energy efficiency in the Companies’ Commercial and Industrial customer facilities including, municipal, government and institutional facilities.</p> <p>PROGRAM MANAGER – The party contracted by the Companies for management of the Programs.</p> <p>ENERGY-EFFICIENCY MEASURES – Any equipment or action eligible to receive a Program Incentive payment under the Program.</p> <p>PARTICIPANT (or PARTICIPANTS or PARTICIPATING CUSTOMERS) – Those non-residential retail electric service eligible customers of the Companies who participate in this Program.</p> <p>PROGRAM INCENTIVES – Refers to the monetary incentive, equipment or service that the Program provides to FirstEnergy’s Ohio Utilities qualifying customers.</p>
Eligibility	<p>“Participant” or “Participants” are Program customers identified above served by Toledo Edison, The Illuminating Company, and Ohio Edison as defined above. Residential customers are not eligible for incentives through the Commercial and Industrial Programs. 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 Terms and Conditions set forth herein.</p>
Compliance	<p>The Participant is responsible to comply with all applicable laws, rules and regulations, and to comply with all federal, state, and local codes.</p>
Publicity	<p>With Participant’s written permission, the Companies may publicly recognize participation in the Programs 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.</p>
Application and Eligibility Process	<p>The Programs provide for payment of incentives 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 incentives, a Participant, or an agent (contractor/vendor) authorized by the Participant, must submit a properly completed application with necessary supporting documentation before an application can be accepted into the program. If eligible, the Participant will receive an approval letter with the estimated incentive amount and the date by which the equipment must be installed for the approval to remain in effect.</p> <p>After installation 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’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.</p>
Dates of Program	<p>Incentives are available for eligible Energy Efficiency Measures for which equipment is installed and operable on or after January 1, 2017 through December 31, 2019.</p> <p>Dated Proof of Purchase and complete documentation will be required with final application submission for the participant to be eligible for incentive payment. The program is subject to revision or termination at any time by the Companies.</p>
Installation Schedule Requirements	<p>Pre-approved projects will receive approval letters 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 90 days from the date the Program Manager pre-approves the project, the Program Manager may cancel Participant’s application without liability.</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 equipment meets efficiency requirements. Additionally, the post-installation documentation must include manufacturers’ specifications (“cut sheets”) that list the efficiency ratings of the equipment. The Program Manager may, at its sole discretion, accept other forms of proof of purchase.</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 incentive payment, at any time after receipt of applications and up to 5 years after payment of 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 equipment, and related documentation and data. The Companies or their agents may install simple/standard metering devices on equipment for program data collection, measurement and verification purposes. The Companies and their agents are not obligated to pay any incentive awards until it has performed a satisfactory post-installation verification, unless it has waived this requirement. If the Program Manager determines that the equipment was not installed in a manner consistent with the approved application, or if non-qualifying equipment was installed, it may require changes before making payment.</p> <p>If qualifying equipment cannot be located at the Participant’s facility or is not installed in a manner consistent with the provisions of these Terms and Conditions, the Companies may seek recovery of the incentives paid.</p>

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 equipment 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	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 protect, indemnify, and hold harmless the Companies' and their parents, subsidiaries, affiliates, agents, contractors, employees, officers and directors from and against all liabilities, losses, claims of death or injury or other damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers and directors arising out of or relating to the performance of this Application or arising out of or relating to the installation, use and maintenance of the equipment, designs, practices or methods involved in this Participant's project.</p> <p>In no event shall any indemnified party 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 Agreement or Program, regardless of the legal theory under which such damages are sought.</p>
Warranties	<p>The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors make no express or implied warranties regarding the performance of installed equipment, the quality of any contractor's work, or that the equipment will result in any energy or cost savings.</p> <p>THE COMPANIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, 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 PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR (IF ANY). THE CUSTOMER'S WARRANTIES ARE LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY CONTRACTORS, VENDORS OR EQUIPMENT MANUFACTURER. NEITHER THE COMPANIES NOR THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EQUIPMENT IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, CODES, OR INDUSTRY STANDARDS. THE COMPANIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, 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 MEASURES.</p>
Recycling (Proper Disposal of Waste)	The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors are not responsible for the disposal or recycling of any waste generated as a result of participating this project.
Endorsement (Product/Vendor)	The Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors do not endorse any particular market provider, manufacturer, product, labor or system design by offering this Program.
Termination	<p>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 make any incentive payment by the Companies and their parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.</p>