



Residential Water Energy Demand Response Program Terms and Conditions

These terms and conditions apply to the Residential Water Energy Demand Response Program ("Program"). The Program was approved by the North Carolina Utilities Commission.

Any reference in these documents to "Dominion," "Dominion Energy," or "Dominion Energy North Carolina" should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina, as well as its authorized agents and contractors.

The Program is administered by a third-party administrator ("Program Administrator"). The Program Administrator 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, and doing business as Resideo Technologies, Inc.

Enrollment Qualifications and Requirements for Participation

1. Enrollment in the Program must be made on or after January 1, 2023, with demand response events to begin no sooner than January 15, 2023.
2. Customers on a Time of Use rate code are not eligible to participate in this Program.
3. Program participant must be a Dominion residential customer living in a single-family detached residence, a single-family attached residence (such as a townhome), or a single-family manufactured home (such as a mobile home or modular home), ("Customer") in the state of North Carolina. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. The Customer must be the party that is responsible for the electric bill and either own the home or otherwise able to secure permission to complete measures. Customer must have an eligible ENERGY STAR® heat pump water heater that is connected to the residence's wireless internet.
4. If a customer enrolls a heat pump water heater, the Customer is eligible to receive an incentive for the device.
5. This Program allows Dominion to automatically adjust qualifying heat pump water heaters at Customer's service address during an energy event. An ("Energy Event") can last up to a four (4) hour period, with a maximum of 45 Energy Events per year. Customers should not experience changes in hot water temperature.
6. Customer can receive a one-time annual rebate per household during the Program calendar term. In order to qualify the Customer must participate in 75% of the event hours of a given demand response season. Customer may opt out of any event through the water heater manufacturer's device controls or via other approved methods. Opting out of a single event will not withdraw the Customer from the Program. The Heat Pump will be called on to participate in the next demand response event if not in a pause mode pursuant to the terms of the Program.
7. The participating Device(s) must remain connected to the internet, registered and activated with the manufacturer for the Customer to remain enrolled in the Program. If disconnection occurs, the Program Administrator will attempt to notify the Customer after

the device has been offline for 7 days up to 30 days. If disconnection occurs for any of the following reasons, the Customer must re-apply to the Program.

- Customer has requested that the Device(s) be removed from the Program. This action will terminate the Customer's enrollment in the Program.
 - The Device connection has been severed because it was removed, disabled, or reset on the associated manufacturer's app and ~~or~~ the Device has been offline for greater than 30 days.
8. Program participation will continue until:
 - a. The Customer discontinues receiving Electricity Supply Service and Electric Delivery Service from Dominion;
 - b. The Customer requests to withdraw from the Program;
 - c. The Customer's participation is deactivated because of an uncured lapse in connectivity described in paragraph above; or
 - d. The Customer abuses the privileges of participation in the Program.
 9. Customers must reapply to the Program when moving between premises served by Dominion Energy.
 10. Dominion and/or its designees including program administrators and evaluation contractors reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate and other Program benefits.
 11. Participation must be completed in accordance with all laws, codes, and other requirements applicable under federal, state, and local authority.
 12. The Customer understands that they may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

Payment

1. Payments will be made based on Customer participation each year.
2. Payments for the preceding year's participation will be issued in the form of a rebate check payment at the 12-month anniversary of the Customer's Program participation year. If the Customer has a lapse in enrollment greater than 30 days, then their anniversary date is calculated using the latest enrollment date.
3. To receive payment, a customer must participate in the Program for a continuous 12-month period. A Customer requesting to withdraw from the Program before the end of the participation year will forfeit payment for that year.
4. One incentive payment will be made per account, regardless of the quantity of Heat Pump Water Heaters enrolled in the Program at the residence.
5. The amount of the incentive payment varies by the participation year and the amounts can be found at www.DomSavings.com/water.

Termination & Withdrawal

1. Dominion reserves the right to unilaterally remove any Customer from the Program based upon level of participation (such as being offline for prolonged periods or for lack of participation) or for any other reason without liability or penalty. A notice will be sent

- to the Customer after they have been removed from the Program.
2. Participant is not required to participate in the Program and may send a withdrawal request to energysupport@resideo.com at any time.

Other Requirements

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates, and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of itself, Program Administrator, or any participating contractor.
3. By participating in this Program, the Customer hereby agrees to the 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. Customer agrees that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or the Customer's consent. As between Customer and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the 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 Terms & Conditions and such EULA and/or Privacy Policy, as between the Customer and the Program Administrator, such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency.
4. By participating in this Program, the Customer hereby agrees to indemnify, defend, and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
5. Dominion or the Program Administrator may send Participant emails, text/SMS and other notifications related to the Program, including notifications about enrollment status.
6. Dominion retains all rights to energy and demand savings resulting from measures installed under this Program for the duration of the Program. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which the Company is a member. Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents, and contractors, including, but not limited to, its implementing contractors and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, address, email address, other contact information, device runtime data, device serial number, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type, type of appliance at the home, and

other information necessary to implement and monitor the Program, including other information as required by PJM or any other regulatory authority.

7. Customer understands and affirms that the installed measures associated with this rebate application have not been, and will not be, incentivized or otherwise financially supported by any other Dominion Energy-sponsored energy efficiency program. Under no circumstances may a Program measure be incentivized twice except as otherwise noted in the Program Terms and Conditions regarding allowances for multiple rebate applications (when applicable).
8. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the North Carolina Utilities Commission and contained in any agreement between the Customer and a Program vendor. To the extent there is a conflict, these terms and conditions shall control.