



## Non-Residential Engagement Program

### Terms and Conditions

These terms and conditions apply to the Non-Residential Engagement Program (“Program”). The Program has been 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.

Non-Residential Engagement Program (“Program”) is administered by a third party administrator (“Program Administrator”) on behalf of Dominion Energy North Carolina. The program will be administered by Honeywell, Michaels Energy, and Accelerated Innovations, LLC (“Accelerated Innovations”). They will collectively be referred to as the “Program Administrators.” Program Administrators can be contacted at [buildingengagementportal@domsavings.com](mailto:buildingengagementportal@domsavings.com).

**This Non-Residential Engagement Program Terms and Conditions (the “Agreement”) is for the Dominion Energy North Carolina (“Dominion Energy”) Non-Residential Engagement program (the “Program”). Acceptance of these terms and conditions by the building owner or the owner’s authorized agent (the “Customer”) is mandatory for enrollment and participation in the Program.**

### Enrollment Qualifications and Requirements for Participation

1. Enrollment must take place on or after January 1, 2022
2. Program participant must be a Dominion Energy North Carolina non-residential customer (“Customer”) who is not
  - a. exempt by statute, not under special contract, is responsible for the electric bill, and has not elected to opt-out of paying the DSM rider.
3. Customer understands that Customer is enrolling for participation in the Program, which will be administered by Honeywell, Michaels Energy, and Accelerated Innovations, LLC (“Accelerated Innovations”) (collectively referred to as “Program Administrators”) on behalf of Dominion Energy North Carolina for a minimum of one-year during the program period of January 1, 2022, to December 31, 2026.
4. Customers participating in the Non-Residential Engagement Program are not eligible to receive additional incentives in other programs for measures completed under the scope of this Program. Measures not included in the program scope may be eligible for additional incentives through other Dominion Energy programs.
5. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
6. The Customer understands that they may be contacted by Dominion Energy via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.
7. Dominion Energy North Carolina 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 Customer. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the Customer's enrollment status.
8. The Customer understands that through participation in this energy conservation

program they are ineligible to opt out of paying the DSM rider for a period of three years following their year of participation.

### **Participation Agreement**

9. As part of the Program, Dominion Energy agrees to provide energy information and communications resources for Customer and building occupant (tenant) engagement, which resources may include, but are not limited to, access to the Program's online "Building Engagement" portal, presentment of Customer's utility meter data, automated benchmarking and analytics, targeted operator action campaign communications, and educational resources.
10. Customer understands that the Program provides information and resources to identify potential energy savings opportunities, and that Customer and/or building occupants will need to take action in order to achieve actual savings.
11. Customer will identify points of contact to work with the Program team, including the designation of one or more individuals for the key roles of "Coach" and "Operator." In addition, Customer will coordinate to the best of Customer's ability with tenant organization representatives or directly with building occupants to identify "Captains" and to encourage tenant participation in "Tenant Campaigns" if any such campaigns are defined.
12. Customer will participate in action campaigns. To participate in an operator action campaign, either the Coach or Operator will record actions and/or verification activities associated with a campaign within the Building Engagement portal.
13. Customer agrees to have Customer's progress in the Program shared with other participants in the Program via the "Leaderboard." The Leaderboard will be accessible through the Building Engagement platform, which will be visible to other participants in the Program. Information presented in the Leaderboard includes building name, achievement tier and points earned.
14. Customer understands that Accelerated Innovations as an administrator of the Program will maintain the Building Engagement portal, including access to challenge resources. The program administration team, including Honeywell, Michaels Energy, and Accelerated Innovations, will also provide in-field staff to engage directly with Program participants and support engagement with the Program.
15. Customer agrees to allow Dominion Energy, the program's administrators, and any third party under contract with Dominion Energy (together, "Program Personnel") to have access to, collect and analyze all information collected in the course of the Program, including collected by the Building Engagement portal ("Information"). Customer understands that this Information will not be made available publicly by Program Personnel, but that it will be grouped and analyzed anonymously along with information from other program participants, and that the anonymous, aggregated results may be made public. However, Customer understands that Program Personnel may disclose Information to each other for program and analytic purposes or if compelled by law to do so. To the extent that disclosure is compelled by law, unless prohibited by law from doing so, Program Personnel will use reasonable efforts to provide Customer with written notice of any requirement of disclosure before complying with disclosure of the Information so that Customer may seek a protective order or other appropriate remedy.
16. Dominion Energy does not represent, warrant, or guarantee the safety of any energy conservation practice(s) or energy conservation measure(s), or that the completion of those practices or measures will result in any level of energy savings or benefits. Factors that are impossible to predict, such as changes in facility use, equipment additions, or modifications, cutbacks, or weather changes, etc. all of which may impact future energy use and savings. Dominion Energy does not include any kind of safety or performance review of any building components of equipment in connection with the Program.
17. Customer should notify the Program Administrators of any major capital investments, major equipment upgrades, or other major operational changes which have occurred within the last twelve months or are to occur during the period of the Program and may significantly impact building energy use, including major tenant changes or changes in vacancy.
18. For questions about the Program, Customer will contact the Program's engagement managers at

Engagement@Honeywell.com.

19. Dominion Energy will be conducting an evaluation of the Program to quantify the overall energy savings achieved by participants. Customer agrees to support the evaluation activities by making the Coach and Operator contacts available to provide feedback to the evaluation team.
20. Dominion Energy may elect to terminate the Program or change these terms and conditions at any time, for any reason. Announcement of termination of the Program, and notification of any changes to these terms and conditions, will be made either by email message or through the Building Engagement portal. Any changes to these terms and conditions will be effective immediately upon such notice, and Customer's continued participation in the Program constitutes your acceptance of any such changes.
21. **NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DOMINION ENERGY AND PROGRAM ADMINISTRATORS PROVIDE THE PROGRAM, AND ALL TECHNOLOGY AND CAPABILITY ASSOCIATED WITH THE PROGRAM, TO CUSTOMER ON AN "AS-IS" BASIS, WITH ALL FAULTS, ERRORS AND DEFECTS AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER DOMINION ENERGY OR PROGRAM ADMINISTRATORS OR ANY OF THEIR SUPPLIERS. IN CONNECTION WITH THE FOREGOING, DOMINION ENERGY AND PROGRAM ADMINISTRATORS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER DOMINION ENERGY NOR PROGRAM ADMINISTRATORS GUARANTEE ANY SPECIFIC RESULTS FROM THE PROGRAM OR THE TECHNOLOGY AND CAPABILITY ASSOCIATED WITH THE PROGRAM. NEITHER DOMINION ENERGY NOR PROGRAM ADMINISTRATORS MAKES ANY WARRANTY THAT THE PROGRAM, OR THE TECHNOLOGY AND CAPABILITY ASSOCIATED THEREWITH, WILL BE UNINTERRUPTED, ERROR FREE (INCLUDING FREE OF VIRUSES OR OTHER HARMFUL CODE), TIMELY OR SECURE. CUSTOMER AGREE AND ACKNOWLEDGE THAT PROGRAM ADMINISTRATORS AND DOMINION ENERGY DO NOT GUARANTEE ENERGY COST SAVINGS OR OTHER BENEFITS ARISING FROM THE PROGRAM. Without limitation of the foregoing, neither the Program, nor Dominion Energy or Program Administrators is responsible for incorrect or inaccurate transcription of information, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access a website or online service, or for any other technical or non-technical error or malfunction. In addition, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DOMINION ENERGY, PROGRAM ADMINISTRATORS, OR ANY OF THEIR RESPECTIVE RELATED COMPANIES, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, MANAGERS, TRUSTEES, DIRECTORS, EMPLOYEES, CONTRACTORS, SUPPLIERS, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, "RELEASEES") BE LIABLE FOR ANY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OR ITEMS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, BY PARTICIPATING IN THE PROGRAM, CUSTOMER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE RELEASEES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY THIRD PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Customer. Customer agrees to rely solely on the manufacturer's warranties, if any, for any products redeemed through the Program.

22. This Agreement constitutes the entire agreement between Customer and Dominion Energy pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written, with respect to such subject matter. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions hereof (whether or not similar), nor shall any waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed from the remainder of these terms and conditions, which will otherwise remain in full force and effect.

### **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 Energy, 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 indemnify, defend and hold harmless Dominion Energy, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion Energy shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
4. Dominion Energy retains all rights to energy and demand savings resulting from measures installed under this Program for the duration of the Program. Dominion Energy 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 Energy sharing the Customer's pertinent information with PJM, Dominion Energy'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, 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.
5. 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.
6. 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 any conflict among such terms and conditions, these Program-specific terms and conditions shall control.