



Non-Residential Data Centers Program Terms and Conditions

These terms and conditions apply to the Non-Residential Data Center Program (“Program”). The Program has been approved by the Virginia State Corporation Commission.

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

The Data Center program offers eligible Dominion Energy Virginia customers incentives for audits and the installation of energy-saving measures in facilities with data centers or eligible data center equipment.

Enrollment Qualifications and Requirements for Participation

1. Service must be performed on or after January 1, 2023.
2. Program participant must be a Dominion Energy Virginia non-residential customer (“Customer”) who is not 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. Program participant must be a Dominion Energy Virginia non-residential customer who is the owner of the facility or reasonably able to secure permission to complete measures.
4. Eligible Customers may request an energy consultation performed on their data center equipment by program technical staff. Not all recommended measures may be feasible or appropriate for a Customer’s facility or equipment. It is the Customer’s responsibility to carefully consider all recommendations and determine whether measures can be safely implemented.

Alternatively, eligible Customers may choose to have an audit conducted by an eligible 3rd party contractor of their choice and request partial reimbursement of the audit cost. Please review audit eligibility on domsavings.com/data-server-room-audit-guidelines-va and contractor registration requirements on dom-vendor.com prior to the audit to ensure qualification.

5. Customer is eligible for more than one rebate per location during the Program time period, except as stated below.
6. Customer who has previously received a rebate for the any of the measures in the Program is not eligible to receive another rebate for installing the same measure on the same equipment/system that previously received an incentive. Customer is eligible for one energy consultation from program staff or a third-party audit reimbursement incentive on the same equipment/system each 5-year program cycle.
7. Work may be completed either by a registered contractor participating in Dominion Energy’s network for this program, or by the individual Customer via self-install.
8. Customers who choose to self-install the measures must submit an eligibility form and initial assessment form prior to purchasing equipment or initiating work. All self-install projects will automatically be inspected for Quality Assurance (QA) by Honeywell, including both a pre-approval on-site inspection, and a post-installation on-site inspection.
9. Dominion Energy 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.

10. Service must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
11. The Customer understands that they may be contacted by Dominion Energy via survey or questionnaire to provide feedback regarding Customer satisfaction with the Program.

Process and Payment

1. An approved initial assessment reserves incentive funding and allows 12 months to complete the project. Customer can only submit a rebate application when the project is complete.
2. Rebate application must be submitted within 45 days of the service date. It is the Customer's responsibility to ensure that all requirements of the rebate are met. Failure to provide any of the required information will delay application processing and could result in non-payment.
3. Rebate payments will be capped at a maximum limit of 75% of Customer's total invoice amount based on the eligible incentives on Customer's rebate application.
4. When the application is approved, a rebate check will be issued to the account holder and mailing address on record with Dominion Energy unless the Customer has authorized in writing that payment be made to the contractor specified in the application. Reimbursement for the audit, if applicable, will also be included.
5. Rebate payments are based on the date of service. Customers must abide by the rules and rebate levels in effect on the date of service.
6. Please allow up to 90 days from the date all required information is received to process your rebate.
7. Customer should seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of the rebate.

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, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the 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 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. 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 entity of which Dominion Energy is a member. Customer's participation in the 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 account holder

name, account number, energy usage and billing information, 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 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 except as otherwise noted in the Program Terms and Conditions regarding allowances for multiple rebate applications (when applicable).
6. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the Virginia State Corporation Commission and contained in any agreement between the Customer and a Program vendor.