



## Entek Device Program Terms and Conditions

### Customer Eligibility Requirements:

- Applicant must be a PWC electric customer in good standing on a residential or small power TOU rate.
- Applicant must be account holder of record where Entek device is installed.
- Applicant may own or rent residence (if a renter, must have owner approval for installation; renter will receive the bill credit incentive).
- Applicant must have a single-phase electric water heater, with a storage tank of not less than 50 gallons, that is in good mechanical condition.
- Applicant agrees to maintain device connectivity.
- Applicant shall maintain active electric account with PWC for the Program duration.
- Applicant agrees to participate in the Program for twenty-four (24) months.
- If Applicant is a renter, Applicant agrees to provide signed Landlord Agreement prior to installation.
- Applicant agrees to allow PWC to use data related to energy usage to measure the impact on consumption during TOU hours.
- Applicant must submit all paperwork required of this Program (email: [customer.programs@faypwc.com](mailto:customer.programs@faypwc.com))
- Applicant must agree to Terms and Conditions of this Program.

### Term:

The Customer agrees to participate in this Pilot Program for twenty-four (24) consecutive months, beginning on the date of install. PWC reserves the right to discontinue Program or modify Terms and Conditions at their discretion.

### Customer Installation:

PWC is responsible for the installation of the Entek device and will warranty the device for the full twenty-four (24) months of the Pilot Program.

### Customer Data:

The Customer agrees to allow PWC to provide general energy data to Electricities of North Carolina (Electricities), Entek and participants in this Pilot Program for explicit use for this Pilot Program prior to, during, and beyond the term of this Pilot Program. This data will be used to assess the overall efficiency and demand savings generated by the Pilot Program. PWC will treat such data as confidential, and the data shall be shared as an aggregation of customer participation.

### Customer Ownership of the Premises:

The Customer certifies that he or she is the Owner of the Premise or has authorization from the landlord to participate in this Pilot Program.

### Program Communication:

By providing a cellular phone number and an email address, Customer agrees to receive text messages, voice messages, and/or emails in regard to this Pilot Program.

### Technical Support/Warranty:

PWC will warranty the device for the full twenty-four (24) months of the Pilot Program.

### Indemnification:



The Customer shall indemnify, defend and hold harmless PWC, their affiliates, and their contractors, officers, directors, employees, agents, successors, assigns, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of the Customer's participation in this Agreement, except to the extent caused by the negligence or willful misconduct of any of the indemnified Parties.

**Warranty Disclaimer / Liability:**

Except as expressly stated herein, PWC makes no other representations, warranties, or guarantees (including third-party warranties). In no event shall PWC be liable to the Customer for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the use of the Customers Portal, Equipment, or participation in this Program. To the fullest extent allowed by law and as part of the consideration for participation in this Agreement, the Customer waives and releases PWC, its affiliates and their contractors, officers, directors, employees, agents, successors, assigns, and representatives from all obligations (other than provision of the Equipment) and for any and all liability or claims arising in connection with the Equipment, the Customer Portal, or any work or service provided by PWC.

---

CUSTOMER Signature

---

Print CUSTOMER Name

Date