

TERMS & CONDITIONS FOR JANUARY 1, 2025, THROUGH JUNE 30, 2027

Definitions	<p>COMPANY – FirstEnergy’s New Jersey utility, Jersey Central Power & Light Company.</p> <p>PROGRAM(S) – The Company’s programs approved by the New Jersey Board of Public Utilities for implementation under the New Jersey Clean Energy Act of 2018. This application relates to the business programs supporting energy efficiency in the Company’s commercial and industrial customer facilities, including, municipal, government, and institutional facilities.</p> <p>PROGRAM ADMINISTRATOR – The party contracted by the Company for management of the Programs.</p> <p>ENERGY EFFICIENCY MEASURES – Any equipment or action eligible to receive a Program Incentive payment under a Program.</p> <p>PARTICIPANT(S) or PARTICIPATING CUSTOMER(S) – Those non-residential retail electric service eligible customers of the Company who participate in a Program.</p> <p>PROGRAM INCENTIVE(S) – The monetary incentive, equipment, or service that a Program provides to the Company’s qualifying customers.</p>
Eligibility	<p>Participant or Participants as defined above and served by the Company. Residential customers are not eligible for Program Incentives through the Commercial and Industrial Programs. Program Incentives are awarded only to Participants, or their assigned agents, for Energy Efficiency Measures that are installed in the State of New Jersey at the location identified in this Application, and such Participants are responsible for compliance with these Terms & Conditions.</p>
Compliance	<p>Participant is responsible for complying with all applicable laws, rules and regulations, and for complying with all federal, state, and local codes.</p>
Publicity	<p>With Participant’s written permission, the Company may publicly recognize Participant’s participation in a Program and disclose information relating to such participation, including, without limitation, projected project energy savings, the incentive amount, and other such data.</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 Administrator. To be eligible for Program Incentives, Participant or an agent (contractor/vendor) authorized by Participant must submit a properly completed application with necessary supporting documentation before an application can be accepted into the Program. If eligible, Participant will receive an offer 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, Participant must finalize and resubmit the completed equipment application reflecting the “as-built” project, along with invoice(s), the manufacturer’s equipment specification sheet, and any other required documentation as may be specified by the Program’s initial offer letter or Program eligibility requirements. Applications must be filled out completely, truthfully, and accurately, and include signatures of Participant and its authorized agents (as appropriate). Incentive payment will be based on the “as built” documentation provided with the final project application.</p> <p>Projects completed (installed) on or after January 1, 2025, that did not obtain approval from the Program may apply for Program Incentives no later than ninety (90) days from the date of project completion. Completion is defined as all equipment installed and operable.</p>
Dates of Program	<p>Program Incentives are available for eligible Energy Efficiency Measures for which equipment is purchased, installed, and operable on or after January 1, 2025, through June 30, 2027.</p>

	Dated proof of purchase and complete documentation will be required with final application submission for Participant to be eligible for incentive payment. The Programs are subject to revision or termination at any time by the Company.
Installation Schedule Requirements	Pre-approved projects will receive approval letters defining terms for payment and a commitment expiration date. If Participant: (1) has not engaged in installation of the pre-approved project; and (2) has not applied to the Program Administrator for a project extension within ninety (90) days from the date the Program Administrator pre-approves the project, the Program Administrator may cancel Participant’s application without liability.
Acceptable Proof of Purchase	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 manufacturer’s specifications (<i>i.e.</i> , cut sheets) that list the efficiency ratings of the equipment. The Program Administrator may, at its sole discretion, accept other forms of proof of purchase.
Evaluation, Measurement, and Verification	<p>The Program Administrator 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 five (5) years after payment of incentives.</p> <p>In addition, the New Jersey Board of Public Utilities and the Company have engaged 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 Company or its agents may install simple/standard metering devices on equipment for Program data collection, measurement, and verification purposes. The Company and its agents are not obligated to pay any incentive awards until the Company has performed a satisfactory post-installation verification unless the Company has waived this requirement. If the Program Administrator determines that the equipment was not installed in a manner consistent with the approved application, or if non-qualifying equipment was installed, the Program Administrator may require changes before making incentive payment. If qualifying equipment cannot be located at Participant’s facility or is not installed in a manner consistent with these Terms & Conditions, the Company may seek recovery of any incentives paid.</p>
Assignment	Participant may assign Program Incentives to a specified third party or third parties.
Participating Customer’s Certification	Participant certifies that it purchased and installed the equipment listed in its application at its defined New Jersey location listed therein. Participant agrees that all information is true and that it has conformed to all Program eligibility requirements, terms, and conditions.
Program Incentive Amounts	Program Incentives will equal the lesser of, as determined by the Program Administrator: (a) the amount listed in the offer; (b) the amount of verified savings using the EM&V protocol developed for the project; or (c) the maximum Program Incentive amount subject to Program limitations as defined by the Program. If the project is completed after the approval has expired, the Program Incentive amount may be subject to change based on availability of funds and incentive rates in effect at that time. Allow ninety (90) business days for delivery of the Program Incentive. If an application requires post-installation inspection, or if an unanticipated high volume of application submission activities occurs, additional time may be required to process Program Incentives. If information is missing or incorrect on the application, processing and delivery of the Program Incentive will not occur until all required information is correct and provided.
Taxes	Program Incentives received by Participant under this Application may be taxable by the federal, state, and local government. Participant is responsible for declaring and paying all such taxes. The Company shall have no liability or obligation for any taxes.
Indemnification and Limits of Liability	Participant shall protect, indemnify, defend, and hold harmless the Company and its 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 Company or its parents, subsidiaries, affiliates,

	<p>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 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 Company and its 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 COMPANY AND ITS 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 COMPANY AND ITS 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 MANUFACTURERS. NEITHER THE COMPANY NOR ITS 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 COMPANY AND ITS 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)	<p>The Company and its 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 in the Programs.</p>
Endorsement (Product/Vendor)	<p>The Company and its parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors do not endorse any particular market provider, manufacturer, product, labor, or system design by offering the Programs.</p>
Termination	<p>Program 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 Company.</p> <p>Submission of any application does not give rise to any obligation to make any Program Incentive payment by the Company and its parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.</p>