

OG&E Demand Response Market Partner Guidelines

In consideration for participation in Oklahoma Gas and Electric Company's (OG&E's) Business Demand Response and SmartHours Programs (together, the "Programs"), Market Partner agrees to comply with the following participation standards and Terms and Conditions.

Market Partner Participation

Market Partner must:

1. Complete the Market Partner application, including all applicable certifications and licenses;
2. Maintain required certifications and carry the appropriate and legally required insurance for their business type;
3. Notify the Program Implementor (at BDR@oge.com or SmartHours@oge.com) of any changes to these documents;
4. Ensure that every staff member interfacing with the Programs completes the Market Partner training session, either in-person or virtual; and
5. Comply with the Code of Conduct.

For any cases in which the Market Partner serves as an applicant to receive incentive funds through the Programs:

1. Applications or agreements shall be submitted as specified in the relevant instructions and include all required supporting documentation;
2. Project costs (if applicable) must include disclosure of any and all discounts, whether they are granted during pre-installation or post-installation of a project; and
3. Invoices (if applicable) must include itemized equipment quantities, equipment cost, installation cost, and model/serial numbers.

Code of Conduct

Market Partner agrees to:

1. Conduct business in an honest and ethical manner;
2. Avoid conflicts of interest with all parties;
3. Comply with applicable laws, ordinances, regulations, and codes;
4. Fulfill contractual obligations;
5. Represent Programs in a manner that does not adversely affect OG&E's business, operations, reputation, program integrity, or customer satisfaction;
6. Treat the property and facilities of OG&E customers respectfully and communicate with the customer and OG&E if damage to the facility or property has occurred as a result of Market Partner project implementation; and
7. Ensure that all statements, information, or other material submitted or provided to OG&E or the customers, including without limitation, documentation, project costs, energy savings projections, and equipment performance claims, are true and accurate and void of any false, misleading, or deceptive statement or omissions of fact.

Non-Compliance

If the Market Partner fails to comply with the Code of Conduct in any way, OG&E may, in its sole and absolute discretion, inspect one or more projects, suspend Market Partner, and/or terminate Market Partner status. OG&E (via the Program Implementor) reserves the right to exercise full discretion in Market Partner expulsion for all non-compliance issues.

including without limitation, those involving fraud, improper customer interaction, or Program misrepresentation.

Terms and Conditions

Term

Market Partner status shall commence on the date this Market Partner application is accepted by OG&E and shall continue until terminated in writing by either party as set forth below. Within thirty (30) days of receiving a completed application, OG&E will make a determination on whether the application for Market Partner membership is approved or denied. Upon approval of the application an Applicant Approval e-mail will be provided to the Market Partner applicant, and such approval will be effective as of the date of e-mail receipt from the Program Implementor, after the applicable training is complete. Market Partner membership will be effective for a term of one (1) calendar year from the date of the Application Approval e-mail and will automatically renew each year on the anniversary of such Application Approval e-mail for an additional one-year period, unless otherwise suspended or terminated in accordance with these terms and conditions, or any Program-specific terms and conditions.

Termination

Market Partner status may be terminated without penalty by Market Partner or by OG&E for any reason, at any time. Written notice of termination must be sent to the non-terminating party by mail or e-mail. When termination is initiated by written notice, termination will be effective as of the date the termination letter is received by the non-terminating party. Upon termination, Market Partner, and if applicable, Market Partner's customer, shall be eligible to receive incentive payments earned prior to the termination of Market Partner status. Notwithstanding anything to the contrary, no payments will be made by OG&E to Market Partner for any loss of profits or loss of revenues, or for other consequential damages as a result of termination.

Indemnification

Market Partner agrees to indemnify, defend, and hold harmless OG&E and its affiliates, subsidiaries, parent company, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs, and liability arising from any service performed by Market Partner or any product, system, equipment, or appliance ordered or installed by Market Partner. The Market Partner agrees that such obligations under this section shall survive any expiration or termination of this application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, Market Partner agrees to limit OG&E's liability to the Market Partner for any reason to the total amount of the payments identified the applicable Program incentive applications. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances will OG&E and its respective affiliates, subsidiaries, parent company, officers, directors, agents, and employees be responsible for any indirect, special, or consequential damages, however they may occur.

Independent Market Partner

Market Partner may present himself/herself/itself as a Market Partner of the OG&E Demand Response Program offerings (i.e., the Business Demand Response and SmartHours Programs). By signing this application, Market Partner does not become an agent, employee, or representative of the OG&E Demand Response Program offering or OG&E. The parties shall not be considered to be joint venturers, agents, servants, employees, fiduciaries, or representatives of each other.

No Representations

Market Partner shall not, directly or indirectly, represent the Market Partner's products, services, offerings, or work to potential customers or others as being endorsed, guaranteed, or warranted in any way by OG&E, the OG&E Demand Response Program offerings, or otherwise make any statements, promises, or other communication that seeks to or otherwise binds OG&E. Use of the OG&E name, logo, or any other OG&E intellectual property by Market Partner is NOT permitted without prior written approval from OG&E.

Confidentiality

All confidential, sensitive, or proprietary information (collectively, "Confidential information") that Market Partner may have access to during participation in the OG&E Demand Response Program offerings and the provisioning of services thereunder, shall be kept confidential and shall not be disclosed by Market Partner to third parties without the prior written consent of OG&E, which may be given or withheld in OG&E's sole judgment and discretion. Market Partner shall not take photographs, make drawings, or copy any Confidential Information, except to the extent minimally necessary for the performance under OG&E Demand Response Programs, without OG&E's written consent, which may be given or withheld in OG&E's sole judgment and discretion, and shall return to OG&E all Confidential Information fifteen (15) days after the termination of the Agreement or when requested by OG&E, whichever is earlier. Market Partner accordingly agrees to disclose such information only to its personnel who have a need to know such information in connection with the performance of the Programs and who are subject to nondisclosure requirements at least as restrictive as those contained herein. Confidential Information does not include information that: (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by Market Partner without any obligation to hold it in confidence; (c) is received from a third party free to disclose such information without restriction; (d) is independently developed by Market Partner without use of Confidential Information of OG&E; (e) is approved for release by written authorization of OG&E, but only to the extent of and subject to such conditions as may be imposed in such written authorizations; (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure as determined by an opinion of counsel; or (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that Market Partner will first notify OG&E of the order and permit OG&E to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

Codes and Licensing

Market Partner and its subcontractors shall comply with and conform to all federal, state, local, and international laws, statutes, ordinances, regulations, rules, codes (including building codes), and orders applicable to Market Partner, its business, and the work performed by Market Partner. Market Partner represents and warrants that Market Partner has obtained, and currently maintains, all federal, state, local, and foreign governmental franchises, licenses, and permits material to and necessary in the conduct of Market Partner's business and that Market Partner is not subject to, or party to, any license, permit, law, rule, ordinance, regulation, order, judgment, or decree, or any other restriction of any kind or character, which adversely affects the business practices, operations, or condition of Market Partner's business.

Insurance

Market Partner agrees to carry usual and customary, appropriate, and legally required insurance for their type of business. At a minimum, Market Partner will, at its sole expense, purchase, maintain, and require its agents and subcontractors to purchase and maintain, during the term of its participation in the Programs, insurance policies with substantial and sound insurers with an A.M. Best's rating of A-;VII or other agency equivalent, having coverage of at least the following types and minimum coverage amounts: commercial general liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; automobile liability with a limit of not less than \$500,000 combined single limit; workers compensation as required by state law with liability limits of not less than \$500,000 each accident for bodily injury by accident and by disease; and commercial excess or umbrella insurance with a limit of not less than \$1,000,000 per occurrence.

Program Procedures and Scope of Service

Any Market Partner providing diagnostic and/or installation services in relation to the Programs shall do so in a manner that is consistent with the procedures and requirements set forth in the applicable Program Guidelines, including all updates, supplied to Market Partner under separate cover and incorporated herein by reference. Market Partner acknowledges that Market Partner has received, read, and agrees to comply with the procedures outlined in the Program Guidelines.

Misrepresentation

Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in OG&E's sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to OG&E. Should the Applicant or its representative apply for and receive duplicate payment, OG&E

reserves the right to recover payments made in excess of the entitled incentive. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Inspections

Market Partner understands that there will be inspections and verifications of Market Partner work in accordance with policies and procedures of each of the Programs. Market Partner must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for Program purposes only, and no warranty for any purpose is expressed or implied. If Market Partner does not perform at an acceptable standard and, as a result, has its participation as a Market Partner terminated, member will no longer be entitled to any Market Partner benefits.

OG&E and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of Market Partner or any other persons to hazardous materials of any kind in connection with Market Partner's participation in any OG&E program, including and without limitation asbestos, asbestos products, PCBs, or other toxic substances.