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Siemens 30A Level 2 VersiCharge Electric Vehicle (EV) Charger Promotion Terms and Conditions

Please read these Siemens 30A Level 2 VersiCharge Electric Vehicle (EV) Charger Promotion terms and conditions (these “Terms and Conditions”) before applying to enroll with AEP Energy, Inc. (“AEP Energy” or “we”) for residential retail electric supply service in response to this special limited offer (the “Special Limited Offer”). You may participate in the Special Limited Offer by submitting an enrollment application for the applicable retail electric supply plan with AEP Energy. Additionally, you acknowledge that you have read, understand, and agree to be bound by these Terms and Conditions (as well as the terms and conditions under your respective retail electric supply plan) and the decisions of AEP Energy and that you satisfy all eligibility requirements.

Eligibility: The Special Limited Offer is for residential retail electric supply households in the Ohio utility service territory(ies) of AEP Ohio only (the “Eligible Households”) who are all legal residents of the United States 18 years of age or older at the time of enrollment. One (1) Siemens 30A Level 2 VersiCharge electric vehicle (EV) charger (Model No. US2:VC30GRYU) (or any then-current successor or replacement model(s) thereof) (the “Promotional Item”) will be provided by AEP Energy to each Eligible Household: (i) who enrolls with AEP Energy for residential retail electric supply as a new account (or re-enrollment of a previous AEP Energy electric supply customer, affirmatively consenting to enroll in the respective retail electric supply plan under the Special Limited Offer) using either the Promo Code “EVC PROMO”, the relevant online campaign link, enrollment consent form or the unique Customer Code for telephone enrollment included in the relevant mailing and otherwise in accordance with the instructions contained herein and/or provided concurrently herewith as determined by AEP Energy in its sole discretion; and (ii) whose enrollment has been accepted by the applicable local utility and passed all applicable Public Utilities Commission of Ohio (PUCO) rescission periods (each, an “Enrollee”). The Promotional Item will be provided to Enrollees while supplies last. Void outside of Ohio and where prohibited or restricted by law, rule or regulation. Enrollment in the Special Limited Offer constitutes your full and unconditional acceptance of these Terms and Conditions and by the decisions of AEP Energy, which are final and binding in all respects.

How to Apply to Enroll: The Special Limited Offer enrollment period begins at 12:01 AM Eastern Prevailing Time (“EPT”) on June 23, 2018 and ends at 11:59 PM EPT on December 31, 2018 (the “Enrollment Period”). Limit of one (1) Promotional Item per Eligible Household, regardless of method of enrollment during the Enrollment Period, who submit an enrollment application by mail (if provided), phone or internet in the form required under the respective retail electric supply plan. Enrollees must fully complete and submit all non-optional data requested by AEP Energy according to the particular application method chosen to be eligible. No other method of enrollment will be accepted. Incomplete and/or inaccurate enrollments are void.

Promotional Item: In order to receive the Promotional Item (estimated retail value of \$549.00 USD), each Enrollee must, at the time of enrollment, provide AEP Energy with all requested information, including residential service address. The Promotional Item will be mailed to Enrollee’s residential service address within two (2) to four (4) weeks after enrollment is accepted by the applicable local utility. (AEP Energy is not liable for any lost, stolen, or otherwise undelivered or undeliverable Promotional Item and/or for incorrect information given by you). All Promotional Item details to be determined in the sole discretion of AEP Energy. The decisions of AEP Energy, including the selection of Promotional Item recipients, are final and binding on all matters relating to this Special Limited Offer. All costs and expenses associated with the Promotional Item acceptance and use, including potentially substantial installation costs related to the Promotional Item, operation and maintenance costs associated with the Promotional Item, not specified herein as being provided are the sole responsibility of the Promotional Item recipient. The Promotional Item is manufactured and fulfilled by Siemens Industry, Inc. (“Siemens”) and may not be compatible with all electric vehicles and/or home electrical systems and wiring. AEP Energy is not affiliated with Siemens or the products and services it markets. Although a limited warranty is provided by Siemens, the extent and application of that limited warranty is solely as determined by Siemens, and AEP Energy make no warranties whatsoever. You acknowledge and agree that (i) any warranty provided by Siemens is limited and may not apply in all cases; (ii) you will carefully review and will accept the Siemens warranty (which is found at: https://w3.usa.siemens.com/us/internet-dms/btlv/Residential/Residential/docs_Home/SIE_FL_VersiCharge%20Warranty.pdf and for which AEP Energy has no responsibility) and must supply one of the documents listed as proof of purchase in the Siemens warranty policy or the authentic confirmation notification of enrollment in the Special Limited Offer in the form of a letter or an email; (iii) in the event you seek to

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make any warranty claims, you will contact Siemens at 1-800-241-4453 or submit technical application requests electronically through Siemens' Online Support Request at: <https://support.automation.siemens.com/US> regarding your potential claim; and (iv) once you properly initiate a warranty claim, AEP Energy will make (to the extent it deems necessary) commercially reasonable efforts (with your full cooperation and participation in any of Siemens' return, repair, or other warranty requirements) to assist in facilitating processing of your warranty claim with Siemens, but we do not guarantee successful resolution of any warranty claim. Please visit Siemens' website for further details and the product specifications for the Promotional Item, which is found at: <https://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/electricvehicle/versicharge/pages/ev-charging-station.aspx>.

No substitution or transfer (including by resale) of the Promotional Item or cash redemptions permitted, except at the sole and absolute discretion of AEP Energy. AEP Energy reserves the right to substitute for any reason whatsoever a promotional item (or any portion thereof) of comparable, or greater value, at its sole and absolute discretion.

Acceptance of these Terms and Conditions: BY ENROLLING IN THE SPECIAL LIMITED OFFER AND/OR USING THE PROMOTIONAL ITEM IN ANY MANNER, YOU UNCONDITIONALLY:

- agree that you have read and understand in full these Terms and Conditions and all terms, conditions, and provisions contained or referred to in these Terms and Conditions and that you accept and will fully comply with and be bound by the same;
- **agree to release AEP Energy and our affiliated parties from any and all claims of losses, liabilities, or damages you may incur related to these Terms and Conditions** (see "General Disclaimers; Release of Liability" below);
- give your express permission to be contacted by AEP Energy and/or Siemens for Special Limited Offer purposes; and
- **consent to and authorize AEP Energy to collect and share information about you.** Through your enrollment in the Special Limited Offer, we may collect your email address and other contact information and your account information, including energy usage information (if and only to the extent permitted by your consent under applicable law or regulation). We may share the above information with Siemens in connection with fulfilling delivery of the Promotional Item and/or carrying out this Agreement.

GENERAL DISCLAIMERS; RELEASE OF LIABILITY. AEP Energy is in no way whatsoever responsible for the Promotional Item. The Promotional Item is manufactured and delivered, and will require installation, by third-party providers, including Siemens (collectively, "Providers"), that are (1) not affiliated with AEP Energy and (2) each solely liable for all nature and features (including quality and performance) of, and for any and all claims (whether in contract, warranty, or tort) related to, its products or services. We are not responsible for the Promotional Item or the shipping or delivery time(s) or requirements (including whether or not the Promotional Item is permitted to be shipped to the address(es) provided or arrives successfully to the delivery destination). You accept full responsibility for all applicable sales and use taxes, fees, surcharges, and you acknowledge that AEP Energy is not responsible for replacing or reimbursing you for defective, lost, stolen, or damaged Promotional Item.

You acknowledge and agree that all applicable requirements or warranties whatsoever in connection with the Promotional Item, including any requirements or warranties related to or contingent upon proper use and/or installation of the Promotional Item, to the extent offered, are being offered solely by Siemens in its absolute discretion and not by or on behalf of AEP Energy. You understand that AEP Energy is not offering, recommending, or providing installation, repair, or support services in connection with the Promotional Item, and you are solely responsible for obtaining from Siemens (and acting at all times in accordance with) all policies and procedures governing approved or certified installment services and available maintenance or repair services eligible under warranty otherwise, including that you alone are responsible for evaluation, selection, retention, costs, and expenses of any installer or any maintenance or repair provider. You further understand that neither any installation, maintenance, or repair costs (which may vary widely among Providers and may materially exceed the value of the Promotional Item), nor any installation or support services of any kind are included with the Promotional Item or provided by AEP Energy. The Promotional Item may have operational effects on your electrical system, and may be affected or damaged by, aspects or defects in other components your electrical system. The Special Limited Offer does not cover costs related to the removal, installation, or troubleshooting of the customer's electrical systems, which are solely your responsibility. Your failure to follow the product instructions or to perform any preventive or ongoing maintenance in connection with the Promotional Item (including any improper installation, operation, handling, or use or any unauthorized or otherwise deficient repair) may result in the voiding of any applicable Siemens warranties and/or personal injuries, death, economic injury, property damage, tangible or intangible losses, costs, or expenses to you and/or others, in each case for which AEP Energy shall have no liability or responsibility.

THE SPECIAL LIMITED OFFER, THE PROMOTIONAL ITEM, AND ALL ASSOCIATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, AEP ENERGY (ON BEHALF OF ITSELF, ITS AFFILIATES, AND THEIR RESPECTIVE AFFILIATES (INCLUDING PARENT AND SUBSIDIARY COMPANIES, ORGANIZATIONS, AND ENTITIES), OFFICERS, DIRECTORS, MANAGERS, PARTNERS, OWNERS, SHAREHOLDERS, EMPLOYEES, AGENTS (INCLUDING AFFILIATED AND UNAFFILIATED ADVERTISING AND/OR PROMOTION AGENTS),

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REPRESENTATIVES, CONTRACTORS, AND INSURERS (BOTH IN THEIR PERSONAL AND REPRESENTATIVE CAPACITIES, INCLUSIVE OF ALL SUCCESSORS AND ASSIGNS OF THE SAME, COLLECTIVELY, "INDEMNIFIED PARTIES") EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, REGARDING SPECIAL LIMITED OFFER AND THE PROMOTIONAL ITEM, AND THE QUALITY OF, OR ACCURACY OF DESCRIPTIONS OR ADVERTISEMENTS THEREFOR, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

NEITHER AEP ENERGY NOR ANY OTHER INDEMNIFIED PARTY ASSUMES ANY LIABILITY OR RESPONSIBILITY WHATSOEVER, INCLUDING FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ("DAMAGES") FOR THE SPECIAL LIMITED OFFER, THE PROMOTIONAL ITEM, ANY FAILURE, DELAY, OR DECISION BY AEP ENERGY IN OFFERING SUCH, CONDUCT OR CONTENT OF ANY PROVIDER OR MERCHANT OF THE PROMOTIONAL ITEM, OR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, LOST OR DAMAGED DATA, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY RELATING TO OR OCCURRING AT ANY PREMISES ARISING FROM PARTICIPATION IN THE SPECIAL LIMITED OFFER OR FROM RECEIPT, POSSESSION, INSTALLATION, USE AND/OR MISUSE OF THE PROMOTIONAL ITEM (OR ANY PORTION THEREOF) OR ANY ACTIVITY THAT IS RELATED TO THE RECEIPT, POSSESSION, INSTALLATION, OR USE OF THE PROMOTIONAL ITEM (OR ANY PORTION THEREOF), EVEN IF AEP ENERGY OR ANY OTHER INDEMNIFIED PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

You acknowledge that your use of the Promotional Item is at your sole risk, and you assume full liability and responsibility for all costs associated with all devices and equipment you use in connection with your use of the Promotional Item. You also specifically acknowledge that you may be disclosing sensitive, personally identifiable, private, and/or confidential information about yourself or your Named Account(s) in your use of the Promotional Item, and you agree to assume full and complete responsibility for any harm or damages of any kind or character whatsoever (including any Damages) resulting from your disclosure of such information.

By enrolling in the Special Limited Offer and/or using the Promotional Item in any manner, you (on your own behalf and on behalf of your affiliates, heirs, and permitted assigns, as applicable, and any other users who gain access to the Store and/or the Store website in connection with your Store account) completely release and forever discharge any and all Indemnified Parties from any and all past, present, and future liabilities, claims, and demands of whatever kind or nature (whether currently known or unknown), either in law or in equity (collectively, "Claims"), and you waive all remedies and courses of action that might otherwise be available to you in respect of reliance on any representation, warranty, or other assurance given or made prior to these Terms and Conditions and waive all rights to assert any such Claims, including all Claims for any injury, damage, loss, cost, or expense whatsoever (including Damages and investigative, court, attorneys', and/or experts' fees and costs) that may occur, whether directly or indirectly, in connection with any activity in conjunction with the Promotional Item. Your sole and exclusive remedy is to immediately discontinue using the Promotional Item. You and AEP Energy intend that this release and limitation of liability be construed by any arbiter or court as being the broadest possible release and limitation of liability consistent with applicable law. You agree that all limitations, exclusions from liability, disclaimers, and releases specified in these Terms and Conditions will survive termination or expiration of these Terms and Conditions and apply even if found to have failed of their essential purpose.

In addition, and without limiting any of the foregoing, you further agree (on your own behalf and on behalf of your affiliates, heirs, and permitted assigns, as applicable, and any other users who gain access to the Promotional Item) to indemnify and hold harmless all Indemnified Parties from and against any and all claims, injuries, damages, losses, liabilities, causes of action, costs, and expenses whatsoever (including Damages and investigative, court, attorneys', and/or experts' fees and costs) arising from or in connection with (A) your use of the Promotional Item; (B) your violation or alleged violation of these Terms and Conditions and/or any other applicable agreement, terms, conditions, or policy; (C) your violation or alleged violation of any third-party right, including any intellectual property right or any publicity, confidentiality, property, or privacy right; and/or (d) any claim that your use of the Promotional Item caused damages or loss of any kind to any person or entity, including personal injuries, death, economic injury, property damage, Damages, tangible or intangible losses, costs, expenses, or lost profits, regardless of whether in contract, tort, negligence, strict liability, or otherwise. The provisions of this paragraph and entire section will survive termination or expiration of these Terms and Conditions.

Changes to these Terms and Conditions. This version of these Terms and Conditions replaces any previous or earlier version(s) of the Terms and Conditions in its entirety. AEP Energy may alter, change, modify (including by providing (or causing to be provided) additional terms, conditions, disclosures, and/or agreements that will become part of these Terms and Conditions), substitute, replace, or terminate the Special Limited Offer and these Terms and Conditions at any time in our sole

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discretion (each, effective immediately upon occurrence, a "Change Event"), with or without notice to you. While we may make available notice of material changes to the Special Limited Offer and these Terms and Conditions (as we solely determine and which notice may be sent via email), other changes may only be evidenced by posting of an updated copy of these Terms and Conditions online. By providing AEP Energy your email address, you agree (A) to receive notices electronically from or on behalf of AEP Energy, including notices for changes to the Special Limited Offer and these Terms and Conditions, where such notices are permitted under applicable law, and (B) that we may provide any email address that you provide to us to any other person or entity that provides any services to us (directly or indirectly) in connection with these Terms and Conditions. AEP Energy will not be responsible for any email-related errors in transmission or otherwise or for your failure to receive or review your email and/or to review these Terms and Conditions website. You will be responsible for reviewing the latest version of these Terms and Conditions to ascertain whether a Change Event has occurred.

AT ANY TIME, WITHOUT NOTICE, AND IN AEP ENERGY'S COMPLETE AND SOLE DISCRETION, THE SPECIAL LIMITED OFFER MAY BE CHANGED, REMOVED, MODIFIED, OR UPDATED. In no event are we obligated to provide any notice of any changes to the Special Limited Offer and these Terms and Conditions, including when and what purchases can be made (which you understand and agree may change with or without notice at any time). We may change or replace the Special Limited Offer at any time in our sole discretion, which will also be considered a Change Event and may occur with or without notice to you. AEP Energy also reserves the right to terminate the Special Limited Offer at any time without notice. We may (but are not required to) send notice of the Special Limited Offer termination to the primary email address associated with your account or via other means (such as posting on these Terms and Conditions website). You expressly agree that we have no obligation or responsibility whatsoever to contact or notify you at any time or in any manner, whether directly or indirectly, in connection with the Special Limited Offer and these Terms and Conditions, your Promotional Item status, or any other matter associated with these Terms and Conditions.

Following any Change Event, your continued participation in the Special Limited Offer and/or use of the Promotional Item will conclusively affirm and be evidence of your knowing acceptance of any and all such alterations, changes, modifications, substitutions, replacements, or terminations and/or additional terms, conditions, disclosures, or agreements.

Should you no longer wish to continue with these Terms and Conditions following a Change Event, you must immediately cease participating in the Special Limited Offer and use of the Promotional Item.

Governing Law. These Terms and Conditions and use of the Promotional Item are governed by and will be construed and enforced in accordance with the laws of the State of Ohio, which will apply no matter where you live or use the Promotional Item, without giving effect to any conflicts of law principles which otherwise might be applicable.

Interpretation. All questions and interpretations concerning construction and/or validity regarding these Terms and Conditions, including Special Limited Offer eligibility and rights and obligations under the terms and conditions of these Terms and Conditions will be decided by AEP Energy in our sole discretion. An error by us does not constitute a breach of these Terms and Conditions. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation". Headings are for convenience only and will not be used in interpreting these Terms and Conditions.

Severability. If any part of these Terms and Conditions is found to be invalid, unlawful, void, or unenforceable, then you and AEP Energy agree that such part will be deemed amended to the extent necessary to make it valid and give effect to the parties' intentions as reflected in that part, and the remainder of these Terms and Conditions will continue in full force and effect.

Entire Agreement; Assignment. These Terms and Conditions is the entire and final agreement between you and us with respect to the Special Limited Offer and the Promotional Item. There are no understandings or representations with respect to the subject matter of these Terms and Conditions, express or implied, that are not stated in these Terms and Conditions.

We may (without notice or need for your consent) assign or delegate these Terms and Conditions and/or any of our rights, responsibilities, and/or obligations under these Terms and Conditions to any of our affiliates and/or our independent contractors and/or any other third parties, and any such assignment or delegation will not be a waiver of any of our rights or remedies under these Terms and Conditions or otherwise.

No Waiver. We can choose to enforce or can delay or omit enforcement of any part of these Terms and Conditions without losing our right to enforce these Terms and Conditions at any time or in the future. If we waive or otherwise delay or omit to enforce any right, remedy, or provision of these Terms and Conditions, such waiver or failure will not serve as a waiver of enforcement of that right or provision on any other occasion.

No Third Party Beneficiaries. These Terms and Conditions does not, and is not intended to, confer any rights or remedies upon any person or entity other than you and us and does not, and is not intended to, create any standard of care, duty, or liability to any such other person or entity.

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For those who participate in the Special Limited Offer, the following contact information should be used in the event of any questions:

To check the delivery status of your Promotional Item, please contact an AEP Energy Customer Care Specialist toll-free at 1-866-258-3782 Monday to Friday between 8 AM and 7 PM EST. If you have technical or installation questions after you have received your Promotional Item, please contact Siemens technical support toll-free at 1-800-241-4453.

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AEP Energy is a competitive retail electric service provider and a competitive retail natural gas service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.
