



**RESIDENTIAL & SMALL COMMERCIAL
TERMS & CONDITIONS (“Agreement”)
City of Columbus
Variable Price**

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL
The term of this Agreement will continue up to your June 2024 meter read date (“Term”).	Product is Variable . See Sections 2 and 17 for details. Residential & Small Commercial Customers: <u>Beginning with your next available meter read date and continuing to your June 2024 meter read date, \$0.07990 per kWh</u> for Generation Service and renewable energy certificates (RECs). Price excludes taxes, utility Distribution Service charges, Transmission Service and other Non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See Section 6 for details.	Your Agreement will terminate after Term. See Section 8 for details.

TERMS AND CONDITIONS: These Terms and Conditions (this “Agreement”) are your agreement for Generation Service with AEP Energy, Inc. (“AEP Energy”). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, AEP Energy will supply the Generation Service to the interconnection (the “Delivery Point”) of your local electric public utility or any successor entity that distributes electricity to you (“EDU”) based on your usage and pursuant to this Agreement. Your local electric public utility will continue to be your EDU. All of your retail electric energy service will be supplied and delivered under the City of Columbus (“Governmental Aggregator”) governmental aggregation program (the “Program”), which is governed by the Governmental Aggregation Master Retail Electric Supply Agreement between the Governmental Aggregator and AEP Energy (the “Program Agreement”). You participate in the Program either by (1) not electing to opt out of the Program (i.e., by not returning a completed Program “opt-out” election form (as included in any informational letter provided with this Agreement) or by not otherwise contacting AEP Energy as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement (not otherwise included in the most recent “opt-out” process) that enters into this Agreement directly with AEP Energy, in each case, subject to any exercise of your rescission right (as described under “Right of Rescission”). Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words “we”, “us”, and “our” refer to AEP Energy, and the words “you” and “your” refer to the customer.

CERTAIN DEFINITIONS: “Competitive Retail Electric Service provider” or “CRES” provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. “Generation Service” means the production of electricity. “Generation service charges” means those charges or costs associated with the production, procurement and supply of electricity. “Non-bypassable utility charges and fees” means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provider provides Generation Service. “Transmission Service” means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in

accordance with your Distribution Service. “Distribution Service” means the physical delivery of electricity to customers by the EDU. “Billing Cycle” means, with respect to a customer account, the monthly period between meter read dates during the Term.

RIGHT OF RESCISSION: Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter.

OTHER IMPORTANT DISCLOSURES. In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. **Price Comparison Qualification:** Please be advised that the EDU’s standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU’s standard offer service rates during the Term of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term is being provided.

1. Eligibility. Customers must reside within the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Payment Plan Plus Program (PIPP Plus) and non-national account small commercial customers with annual usage less than 700,000 kWh are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer that is not current on their Non-bypassable utility charges and fees, unless the customer has entered into a plan with their EDU to discharge any arrearages owed to the EDU.

2. Price. Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product herein is being defined as “Variable”. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the “Term” (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under “Generation Service Charges” for all kilowatt-hours (“kWh”) of all applicable Generation service charges metered by the EDU. In addition to AEP Energy’s charges, you will be charged by your EDU

for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately \$40 to \$50 per month in such EDU charges and fees. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement. Subject to the terms and conditions of the Program Agreement, in the event that any new, or any change in any existing, statute, rule, regulation, order or other law, tariff, rate class or tax, promulgated by any judicial or governmental authority, EDU, or Regional Transmission Organization (RTO) materially increases or decreases AEP Energy's costs to perform under this Agreement related to the Program, then AEP Energy shall, after good-faith negotiations with the Governmental Aggregator to establish the costs or economic effects, be permitted to include such costs or economic effects to Customers in the Program during succeeding supply term(s) as AEP Energy determines in its commercially reasonable discretion are necessary to comply with the relevant applicable statute, rule, regulation, order or other law, tariff, rate class or tax or to otherwise carry out obligations arising from the relevant regulatory event. Furthermore, additional costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period and (b) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise terminated, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. Your meter read date and the date of initiation of service are determined by your EDU. This contract does not automatically renew.

4. Billing. Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy offers budget billing for AEP Energy's charges to residential customers only; provided, however, that AEP Energy reserves the right not to make budget billing available to Net Metering Customers (as hereinafter defined). You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. If AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon such

termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

5. Switching Fees and Exceptions. Your EDU may charge you a switching fee. AEP Energy will be responsible for any switching fees incurred by you to take service from AEP Energy under this Agreement.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, (A) for any reason by providing AEP Energy with prior written or verified telephone notice and (B) if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. Any failure to pay your bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. You will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

8. Contract Expiration. At the end of the Term, this Agreement will expire. As prescribed by the PUCO, at least every three (3) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible for arranging your electric supply upon the expiration of this Agreement.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-888-307-0264 (toll-free), Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or in writing at AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. Our web address is AEPenergy.com/help. If your complaint is not resolved after you have called AEP Energy and/or your electric utility, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. EST weekdays, or at <http://www.pickocc.org>.

10. Warranty and Force Majeure. AEP Energy warrants title to all electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of the reasonable control of AEP Energy

("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO and/or RTO) that physically prevents or legally prohibits AEP Energy from performing under the terms of the Agreement, accidents, strikes, labor troubles, required maintenance work, inability to access the EDU's system, nonperformance by the EDU, terrorism, sabotage, or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

11. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

12. Your Liability. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point.

13. Assignment and Severability. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

14. Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any court action arising out of this Agreement shall be litigated exclusively in the federal court, if it has jurisdiction over the matter, or the state court, if there is no federal jurisdiction, located within Franklin County, Ohio. You and AEP Energy expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. You and AEP Energy further agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens.

15. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge, twice within a twelve-month period. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. Any notice, demand or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on

file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request. **AEP Energy is a competitive retail electric 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.**

Contact Information and Notices. AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care. For more information, call 1-888-307-0264, Monday – Friday from 8:00 am to 7:00 pm EST and Saturday from 9:00 am to 1:00 pm EST or visit AEPenergy.com/help. You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record your telephone calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

16. Net Metering. On and subject to the terms and conditions set forth in this paragraph and in the Program Agreement and upon AEP Energy's notification from the EDU of a Net Metering Customer, AEP Energy will offer net metering billing arrangements to customers that (A) have installed (at such customer's expense) adequate metering equipment (which may include metering that tracks electricity as it flows in each direction through the meter) that enables tracking of electricity flowing to and from the local electric grid/EDU's distribution system and the generation facility(ies) (e.g., solar panels) with an EDU metering point for the Customer account on such premises in an area that is owned, operated, or leased by such Net Metering Customer or on a contiguous lot thereto (each facility and premises, subject to any safety or other conditions as may be determined by the EDU) and (B) are otherwise eligible and satisfying (1) any and all applicable (x) EDU interconnection agreement, eligibility, and/or prescribed requirements (including the execution and ongoing continuation of a validly in-effect interconnection agreement with the EDU), (y) EDU review process(es) and review requirements of EDU rules/tariffs and of the PUCO, and (z) other laws, rules, regulations, guidelines, and standards; and (2) all other requirements and representations set forth in the Program Agreement, including that the customer's billing method must allow for EDU-consolidated bill-ready billing (each, a "Net Metering Customer"). A net metering program in the applicable EDU load zone or equivalent market delivery point (including availability of the relevant metering information and calculations as provided by the EDU) must be available. AEP Energy will only enroll and continue the enrollment of any Net Metering Customer in a net metering billing arrangement that meets all eligibility requirements (including all requirements set forth in this paragraph and in the Program Agreement and as set forth in all relevant EDU rules and tariffs and all applicable laws, rules, and regulations) at the time of such Net Metering Customer's enrollment and remaining true throughout the Term. A Net Metering Customer must fulfill all AEP Energy contractual and eligibility requirements, as determined by AEP Energy in its sole discretion, including that such Net Metering Customer must unconditionally agree in its net metering contract with AEP Energy to be removed from the EDU's net metering tariff and to not be credited by the EDU for excess generation. A Net Metering Customer's onsite generation must be: (i) fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell; (ii) located on Net Metering Customer's premises (as described above in this

paragraph); and (iii) operated in parallel with the EDU's transmission and distribution facilities. If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is summary data (i.e., either a single usage value combining consumption and production or a single usage value for each of consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges"; and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, (A) the amount of such Excess Generation expressed in kWhs multiplied by (B) the applicable price stated in the table above under "Generation Service Charges" (such resulting credit amount, the "Excess Generation Credit"). If the monthly usage data that the EDU reports to AEP Energy with respect to a Net Metering Customer's account is interval data (i.e., single hourly usage values combining consumption and production), then monthly net usage consumption during such monthly Billing Cycle presented as a: positive value (i.e., such Net Metering Customer's electricity consumption exceeds on-site generation/production of electricity, any such positive value being "Excess Consumption") will result in such Excess Consumption being charged to the Net Metering Customer at the applicable price stated in the table above under "Generation Service Charges"; and negative value (i.e., such Net Metering Customer's on-site generation/production of electricity exceeds electricity consumption, any such negative value being "Excess Generation") will result in such Excess Generation being credited to such Net Metering Customer's account in an amount equal to, within such monthly Billing Cycle, the sum of the products of (A) the amount of such hourly Excess Generation expressed in kWhs multiplied by (B) the applicable price stated in the table above under "Generation Service Charges" (such resulting credit amount, the "Excess Generation Credit"). For each month of the Term, AEP Energy shall make a true-up calculation that reflects the Net Metering Customer's Excess

Generation Credit(s) applied and offset against Generation service charges for the applicable billing period (each, a "True-Up"). The calculation of the True-Up will credit any previously unused Excess Generation Credit(s) applicable to the prior billing period(s). To the extent that such Excess Generation Credit(s) exceed the Generation service charges due, such excess shall be carried forward and credited against future Generation service charges until fully discharged. At the end of the Term, if such Net Metering Customer has any unused Excess Generation Credit(s) that have not been offset against charged Generation service charges, such unused Excess Generation Credit(s) will be distributed to such Net Metering Customer in the form of a check or gift card, subject to (i) applicable law and any tax reporting requirements and (ii) AEP Energy's satisfactory receipt of the documentation requested from such Net Metering Customer (i.e., the U.S. Internal Revenue Service Form W-9). For the avoidance of doubt, (x) Net Metering Customers will not be credited or reimbursed for any avoided Distribution Service, Transmission Service, or other Non-bypassable utility charges and fees, demand-related or capacity-related charges, or line losses, ancillary services, renewable portfolio standards (RPS), or taxes; (y) renewable energy credits (RECs) associated with a Net Metering Customer's onsite generation remain the property of such Net Metering Customer; and (z) AEP Energy shall perform all calculations under this paragraph using commercially reasonable methodologies. In the event that the EDU's, PJM's, and/or the PUCO's net metering tariff, rules, or regulations are terminated or changed in any manner prior to the end of the Term, AEP Energy (at its option, in its sole discretion, and upon written notice to relevant Net Metering Customers) may either (1) discontinue existing net metering arrangements, without penalty to either AEP Energy or the Net Metering Customers, or (2) amend existing net metering arrangements to the extent necessary to make them valid while still giving effect to the intent of the parties to the Program Agreement.

17. Renewable Energy Certificates (RECs). In connection with its retail electric supply obligation hereunder during the Term and subject to the terms and conditions of the Program Agreement, AEP Energy will procure and retire a quantity of renewable energy certificates (RECs) equivalent to one hundred percent (100%) of your retail electric supply usage (less the equivalent RPS amount related to such usage) over the course of such period.