

SMART ENERGY IN OFFICES PROGRAM (SC)

AVAILABILITY

This program is available on a limited and voluntary basis, at the option of Duke Energy Carolinas, LLC (“Company”), to customers occupying or providing commercial office space in buildings with a minimum of 10,000 of occupied square feet with at least 50% designated as office space. Customers occupying space within such buildings that are utilized as retail establishments, restaurants, museums, theatres, athletic facilities, etc. are not eligible to participate in this program.

GENERAL PROVISIONS

Program participation is dependent upon there being at least three participating customers in a geographic community in at least three separate buildings.

Under this program, the Company will provide each participating customer with information on energy usage; tools to help the customer better identify opportunities for energy efficiency, and guidance on how to engage tenants and/or occupants to change their behaviors regarding energy use. The Company will provide the customer insight into how the behavior of its facility teams and occupants are achieving energy savings.

Participation in this program requires that the customer agree to disclose the customer’s energy usage data such that the Company can provide aggregated community energy information through online portals, benchmarking information to the community and insights into building energy trends to customers’ tenants and/or occupants within a geographic community. No individual customer data will be disclosed to anyone other than the participating customer, and customer data will be provided to the community only on an aggregated basis.

Participation in this program requires that the customer agree to participate in activities as directed by the Company, including, but not limited to, participating in campaign activities for energy efficiency initiatives, actively engaging tenants and/or occupants in energy savings education, implementing energy efficiency recommendations, providing occupancy information and participating in measurement and verification activities and surveys.

CONTRACT

Each customer shall enter into an agreement for a term of three (3) years which may be extended for an additional term upon mutual agreement by the Company and the customer. The Company reserves the right to terminate the customer’s participation in this program at any time for failure to comply the Company’s requirements as set forth above upon thirty (30) days’ notice.