

TERMS AND CONDITIONS

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XIII. USE OF ELECTRICITY BY CUSTOMERS

A. Electricity supplied by the Company shall not be used in conjunction with any other source of electricity without previous written notice to and consent of the Company, except that whenever the Customer has another source of electricity, such source may be used only during such periods as the electricity supplied by the Company may fail or be interrupted.

B. Because the Company's facilities used in supplying electricity to the Customer have a definite limited capacity and can be damaged by overloads, the Customer shall give adequate notice to the Company and obtain the Company's written consent before making any substantial change in the amount or use of the load connected to the Company's service.

C. The Customer shall not use electricity in any manner which will be detrimental to the Company's supply of electricity to other Customers. The Company reserves the right, but shall have no duty, to determine the suitability of apparatus of appliances to be connected to the Company's service by the Customer, and to refuse to continue to supply electricity if the Company shall determine that the operation of such apparatus or appliances may be detrimental to the Company's general supply of electricity.

D. In the event a Customer installs equipment which produces harmonics in excess of five percent Total Harmonic Distortion ("THD") and/or three percent of any single harmonic, the Customer will provide and install, at the Customer's own expense, all equipment necessary to reduce such harmonics to five percent or less THD and/or to three percent or less of any single harmonic.

E. The Customer shall not participate directly in any third party demand response programs, including those sponsored by PJM LLC.