

Baltimore Gas and Electric Company
Supplier Customer Data Web Agreement

This Customer Data Web Agreement (“Agreement”) is made as of the _____ day of _____, 20____, by and between Baltimore Gas and Electric Company (“BGE”), and _____ (the“Company”).

WHEREAS the Company is licensed by the Maryland Public Service Commission (“PSC”) as a Gas and/or Electricity supplier (“Supplier”) as described in Maryland Public Utilities Article § 1-101(j)(2).

WHEREAS BGE wishes to provide such information to the Company subject to the terms and conditions provided herein through a software platform known as Customer Data Web (“CD Web”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements of the parties contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Provision of Customer Data.

Subject to the terms and conditions of this Agreement, BGE shall provide to Company up to one year of available customer usage data (“Customer Data”):

- a) The Customer Data to be provided by BGE for electric customers shall include the following applicable information:
 - i. The meter reading period.
 - ii. The kilowatt hour consumption for each meter reading period.
 - iii. For customers billed a demand charge, the maximum demand for each billing period.
 - iv. The electric capacity and transmission peak load contributions.
 - v. The electric usage factor.
 - vi. For customers with interval meters, the 15-minute kilowatt hour consumption.
 - vii. For customers with AMI meters, the hourly kilowatt hour consumption.

- b) The Customer Data to be provided by BGE for gas customers shall include the following information:
 - i. The meter reading period.
 - ii. The therm consumption for each meter reading period.
 - iii. For customers billed a demand charge, the maximum demand for each billing period.

- c) The customer bill view is limited to Suppliers actively serving BGE customers. The Company agrees to only view customer bills for periods during which the supplier served that customer.
- d) The Company can use CD Web to retrieve customers' Account/Choice ID numbers.
- e) Daily generation and consumption files for the customers actively served by the company.
 - i. Upon request only and limited to Electric suppliers with enrolled customers.
- f) The Company agrees to limit the number of HIU (annual hourly interval usage) requests to 500 accounts per CD Web user per day.
 - i. BGE, in its sole discretion, reserves the right to change the request limit; BGE will provide written notice of any changes to all current CD Web users.
- g) BGE reserves the right, in its sole discretion, to add volume limitations for other types of requests in order to preserve the integrity of BGE customer information systems.

2. Customer Authorization Necessary to Release Customer Data.

- a) The Company acknowledges that the disclosure by BGE of Customer Data is subject to the prior authorization and consent of each customer whose data it requests. The Company agrees, and hereby represents and warrants to BGE, that the Company has obtained written authorization and consent of all customers whose data the Company accesses prior to accessing said data.
- b) By either accessing CD Web electronically or by submitting a written request to BGE for Customer Data, an authorized representative of the Company is affirming that the Company has obtained all required written authorizations from the customer(s) for the release by BGE of the Customer Data to the Company. The Company shall provide BGE with a copy of any and all customer authorizations upon BGE's request within two (2) business days of receiving such request from BGE. BGE shall have the right, upon reasonable notice to the Company, to audit the Company's books and records to ensure that all necessary customer authorizations have been obtained, and the Company shall provide BGE with access to its books and records for such purpose. The Company is required to retain a customer's written authorization for a period of twelve (12) months following the Company's request for Customer Data.
- c) A supplier that is currently serving a customer does not need to obtain additional written authorization to access Customer Data from CD Web if customer granted Company authorization through an active executed supply agreement with the Company.
- d) BGE reserves the right in its sole discretion to:
 - i. Contact customers directly to confirm that customer authorizations have been provided; however, nothing in this

Agreement shall require BGE to confirm any customer authorization; or

- ii. Take any other actions necessary to ensure the Company has obtained the necessary customer authorizations, including but not limited to bringing the matter before the Maryland Public Service Commission or bringing an action in any applicable judicial court.
- e) The Company shall be solely responsible for securing all such customer authorizations.

3. Authorized Use and Confidentiality of CD Web

The Company shall assign two authorized representatives as CD Web custodians (“Custodians”) who will provide and maintain a current list of users who are authorized to access Customer Data through CD Web on the Company’s behalf. Said list shall include the last name, first name, company e-mail address, and a phone number of each user listed. BGE will assign individual user IDs and passwords to only those users who have been authorized by the Company to use CD Web (“Authorized Users”). If the Company utilizes automatic processes and/or EDI provider services for data retrieval, the Company should notify BGE about such intentions and request a special set of credentials. Only Custodians can modify the original list of Authorized Users by contacting BGE. Use of the CD Web credentials shall be sufficient to verify the Company and the Authorized Users as having the authority to access Customer Data for customers.

The Company’s Authorized User credentials shall be used only by the user to whom said credentials have been assigned. Said credentials shall be considered confidential, and shall not be permitted for use by any other individual or user. The Company shall be solely responsible for the improper use of Authorized User credentials of former or current Authorized Users.

Custodians shall immediately notify BGE in writing of any Authorized User who no longer requires access to CD Web on behalf of the Company. BGE reserves the right, in its sole discretion, to immediately disable the user ID and password for any Authorized User who is not responding to BGE email notifications or if such email is returned undelivered. Additionally, BGE may suspend an Authorized User’s access to CD Web if the Authorized User does not access CD Web for a period of six (6) months or longer.

4. Non-compliance and Default.

Non-compliance by the Company or any Authorized User of the terms and conditions of this Agreement shall result in a default by the Company of this Agreement. Upon default of this Agreement, BGE may take the following actions:

Default by Authorized User:

- a) BGE may disable the Authorized User’s access to CD Web and notify the Company of the non-compliance.
- b) At the request of the Company, BGE may consider reinstatement of the Authorized User’s access to CD Web upon receipt of a mutually acceptable user compliance plan from the Company.

- c) BGE may permanently disable Authorized User access upon a second non-compliance event.

Default by the Company:

- a) BGE may disable Company access to CD Web if multiple Authorized User defaults occur.
- b) BGE reserves the right to take any other actions necessary including but not limited to bringing the matter before the Maryland Public Service Commission or bringing an action in any applicable judicial court.

5. Term and Termination.

This Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with the terms hereof. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. This agreement shall terminate immediately if:

- a) The Company is in default of this Agreement;
- b) The Company has their Supplier License suspended or revoked by the Maryland Public Service Commission;
- c) The Company is no longer doing business in BGE's service territory; or
- d) The CD Web application is retired or decommissioned.

6. Confidentiality.

The Company understands and acknowledges that the Customer Data is confidential and proprietary information. The Company agrees to hold Customer Data in confidence and not to disclose or reveal it to any person or entity, other than employees or representatives of the Company who have a need to know, provided that the Company ensures that such employees and representatives are made aware of and abide by the confidentiality provisions of this Agreement. The Company agrees to use the highest standard of care and discretion to avoid disclosure, publication, or dissemination of the Customer Data. The Company shall be responsible for any further disclosure of the Customer Data by itself or by its employees, its representatives, or third parties who receive access to the Customer Data directly or indirectly from the Company. The Company further understands and acknowledges that disclosure of Customer Data in violation of the confidentiality provisions of this Agreement may cause irreparable harm to BGE and BGE will be entitled to seek injunctive relief and/or specific performance, without the posting of a bond or other security, in addition to any other remedies available to it at law or, where applicable, in equity.

7. No Representation or Warranty.

BGE does not guarantee, or make any representation with respect to, the accuracy of the Customer Data. BGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO CD WEB OR THE CUSTOMER DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification.

The Company shall protect, defend, indemnify, and hold harmless BGE, its directors, officers, employees, contractors, and agents from and against any and all claims, liabilities, losses, costs,

damages, expenses, suits, and actions, including without limitation attorneys' fees (collectively, the "Losses") that may be asserted against or incurred by BGE arising out of or in connection with the Company's or its Authorized Users' performance or non-performance of its and their obligations hereunder, including without limitation any Losses arising out of or in connection with:

- a) The Company's or Authorized Users' use of the Customer Data;
- b) The Company's failure to secure all required customer authorizations prior to BGE's disclosure of the Customer Data;
- c) Any misrepresentation by the Company with respect to its receipt of a customer authorization; or
- d) The Company's failure to comply with the confidentiality obligations of Section 6 hereof.

9. Limitation of Liability.

BGE undertakes to perform for the Company only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against BGE. No provisions hereof shall require BGE to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties for the Company hereunder or to take any action that is prohibited by applicable law or to fail to take any action required by applicable law. In no event shall BGE be liable to the Company, whether in contract, tort (including negligence), strict liability, or otherwise for any indirect, incidental, consequential, special, or punitive damages or loss arising out of or resulting from the performance or nonperformance of any perceived obligations under this Agreement.

10. Assignment.

This Agreement may not be assigned or transferred, whether by operation of law, by merger, or otherwise, nor may any rights or obligations hereunder be delegated, by a party without the prior written consent of the other party; provided, however, that no such consent shall be required for the assignment by BGE to any corporation owned by, or which owns, or which is under common ownership with BGE, or any assignment by BGE by operation of law or to any successor corporation. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

11. Notices.

All notices and other communications hereunder shall be in writing (which shall include electronic transmission), and shall be personally delivered, or sent by e-mail or certified mail, return receipt requested, addressed to the other party at its respective address stated below or at such other address as such party shall from time to time designate in writing to the other party and shall be effective from the date of receipt. The Company may e-mail notices and other communications to the BGE Supplier Relations mailbox at the email address provided below.

If to BGE:

Mgr. Energy Acquisition Ops – Gas Choice
Baltimore Gas and Electric Company
1699 Leadenhall St - OSF Bldg.
Baltimore, MD 21230

Phone: 667-313-0019
E-Mail: GasChoceProgramsUnit@bge.com

If to the Company:

Name: _____

Address: _____

Phone: _____

Email: _____

12. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to the conflict of law principles of such state.

13. Entire Agreement; Amendments.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, or arrangements, oral or written, between the parties relating to the subject matter hereof. This Agreement shall not be amended or modified except in a written document signed by both parties.

14. Waiver of Jury Trial.

THE COMPANY AND BGE HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES IN ANY COURT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. THE COMPANY AND BGE SPECIFICALLY ACKNOWLEDGE THAT THIS MUTUAL WAIVER IS MADE KNOWINGLY AND VOLUNTARILY.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first above written.

BALTIMORE GAS AND ELECTRIC COMPANY

By: _____

Print Name: Trina Sobol

Title: Mgr. Energy Acquisition Ops – Gas Choice

Phone: 667-313-0019

E-mail: GasChoiceProgramsUnit@bge.com

Date: _____

[COMPANY]

By: _____

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____