

Baltimore Gas and Electric Company
Customer Data Web (CD Web) Agreement

This Customer Data Reporting Agreement (this "Agreement") is made as of the ___ day of _____, 20___, by and between Baltimore Gas and Electric Company, a Maryland corporation ("BGE"), and _____ ("Company").

WHEREAS, the Company is a _____ and requests that BGE provide to the Company certain gas and/or electric consumption information about BGE customers for various purposes including load planning, pricing, and billing; and

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 the 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 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 electric and gas suppliers. Suppliers must be licensed by the Maryland Public Service Commission and must be currently serving BGE customers. Suppliers can only view customer bills for periods during which the suppliers served that customer.
- (d) The Company can use CD Web to retrieve customers' Account/Choice ID numbers.
- (e) The Company can request to receive daily generation and consumption files for the customers they are currently serving – limited to electric suppliers.
- (f) The Company agrees to limit the number of HIU (annual hourly interval usage) requests to 500 accounts per CD Web user per day.
- (g) 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.
- (h) 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 understands that the disclosure by BGE of Customer Data is subject to the prior authorization and consent of each customer whose data is included in the Customer Data. The Company agrees, and hereby represents and warrants to BGE, that the Company shall seek and obtain the written authorization and consent of all customers who are the subject of a request for Customer Data prior to making such request for Customer Data from BGE.
- (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 customers for the release by BGE of the Customer Data to the Company. The Company shall provide BGE with a copy of any customer's authorization 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 that includes such customer's data.

- (c) The supplier currently serving a customer does not need to obtain additional written authorization from such customer to access such customer's usage data from CD Web IF such customer granted Company such authorization when the customer signed a service contract 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
 - ii. take any other actions necessary to ensure 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 C D W e b

The Company shall provide BGE a list of individuals at the Company who are authorized by the Company to access the Customer Data through CD Web. Such list should include the following information for each individual listed: last name, first name, company e-mail address, and a phone number (if available). BGE will assign individual user IDs and passwords to only those persons who have been authorized by the Company to use CD Web ("Authorized Persons"). If the Company utilizes automatic processes and/or EDI provider services for data retrieval, the Company should notify BGE about such intentions and BGE will create special credentials for them. The Company can modify the original list of Authorized Persons by contacting BGE. Use of the CD Web credentials shall be sufficient to verify the Company and the Authorized Person as having the authority to access Customer Data for customers from whom it has received written authorization.

Each of the Company's Authorized Persons shall not disclose and shall keep completely confidential the user ID and password issued to them by BGE. The Company shall be solely responsible for any and all improper use of the credentials of all former or current Authorized Persons of the Company.

The Company shall immediately inform BGE in writing whenever it desires to terminate access to C D W e b for all or individual Authorized Persons. The Company shall be solely responsible for any and all unauthorized or otherwise improper use of the user ID and password by an Authorized Person or any third-party that is no longer

employed or controlled by the Company. BGE reserves the right, at its sole discretion, to immediately disable the user ID and password for any Authorized Person who is not responding to BGE email notifications or if such email is returned undelivered. Additionally, BGE may suspend an Authorized Person's access to CD Web if the Authorized Person does not access CD Web for a period of six (6) months or longer. Upon request, BGE will provide notice and inform the Company as to the reason(s) for disabling the Authorized Person's user ID and password.

4. Special Load Data Requests (Electric Only).

The Company agrees to pay BGE the applicable fees provided for in Rider 9 of BGE's Retail Electric Service Tariff for any Special Load Data Request, outside of the current functionality of CD Web. BGE reserves the right to change the prices charged the Company at any time without prior notice to the Company as a part of any changes to BGE's Retail Electric Service Tariff.

5. Non-compliance and Default.

Non-compliance by the Company or any Authorized Person of the terms and conditions of this Agreement shall result in a default by the Company of this Agreement and the following actions:

- (a) BGE will send a warning to the Company and the Authorized Person associated with the user ID/password violation.
- (b) BGE will suspend the Authorized Person for:
 - i. 30 days for the first offense
 - ii. 60 days for the second offense
 - iii. BGE will disable the Authorized Person's access after the third offense
- (c) BGE reserves the right to disable the Company's access if multiple violations occur.
- (d) 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.

6. 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. In addition to the termination provision in this paragraph 6, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party, subject to the following:

- (a) If Company is a supplier in default or has their license suspended or revoked by the Maryland Public Service Commission, all access to CD Web will be disabled at least one month following BGE's receipt of a notification to give supplier a way to see Customer Data for billing purposes.

- (b) If Company is a supplier no longer doing business in BGE's service territory, the access to CD Web of all Authorized Persons of the Company will be disabled following the day supplier is no longer doing business in BGE's service territory.
- (c) If Company changed the 3rd party provider (EDI), the old provider's access will be disabled after the EDI switch is completed.
- (d) BGE reserves the right to terminate the Company's access to CD Web in the event of multiple violations of the Company or its Authorized Users of the terms and conditions of this Agreement.

7. Confidentiality. The Company understands and acknowledges that the Customer Data is confidential and proprietary information. The Company agrees to hold the 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.

8. 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.

9. 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 Persons' 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 Persons' 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 7 hereof.

10. 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 either party be liable to the other party, 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 their respective obligations under this Agreement.

11. 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.

12. 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:
 Manager, Energy Services
 Baltimore Gas and Electric Company
 2 Center Plaza
 110 West Fayette St.
 Baltimore, Maryland 21201
 E-Mail: electric.supplier.relations@bge.com

If to the Company:

[_____
_____]

13. 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.

14. 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.

15. 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.

16. 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: _____

Title: _____

Phone: _____

E-mail: electric.supplier.relations@bge.com _____

Date: _____

[COMPANY]

By: _____

Print Name: _____

Title: _____

Phone: _____

E-mail: _____

Date: _____