

Terms and Conditions of Issuance of Emission Free Energy Certificates

This Agreement between _____ (“Subscriber”) and PJM Environmental Information Services (“EIS”) is Schedule to the Generation Attribute Tracking System Terms of Use Agreement (“GATS Terms of Use Agreement”) that has been executed by the Subscriber as a GATS Subscriber. All applicable terms and conditions including fee structure of the GATS Terms of Use Agreement are incorporated herein by reference.

Subscriber hereby attests that all data and information provided to EIS and to the GATS is true and correct. Subscriber further attests that the fuel type/s represented in the data and information provided is/are “Emission Free” in accordance with the following definition:

Emission Free Energy: Electric power output from a generating unit that does not directly emit any air pollution (sulfur dioxide, nitrogen oxide, or carbon dioxide) as reported in the GATS system. Eligible fuel types include new and existing Solar Photovoltaic, Solar Thermal, Wind, Hydro, Nuclear, Tidal Energy and Wave Energy.

This definition is not based on information either found in, or defined by any legislative or regulative material. EIS is in no way sanctioning any marketing claims made by the Subscriber. It is the responsibility of the Subscriber to ensure that any marketing efforts regarding Emission Free Energy Certification is in accordance with all laws and regulations governing consumer protection or other parties and their interests.

Emission Free Energy Certificate: As defined in Section 26 (Definitions) of the GATS Terms of Use Agreement.

The participation in this program and the request for the provision of Emission-Free Energy Certificates is voluntary, and not in response to state-imposed or legislatively induced requirements.

This agreement shall contain the GATS user identification and Generator Name of the Subscriber generating units that Subscriber designates and warrants to be Emission Free Energy producing units.

Limitation of Liability: SUBSCRIBER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM ITS REQUEST OF EIS TO ISSUE, (AND THE ISSUANCE OF) EMISSION-FREE ENERGY CERTIFICATES. EIS’S SOLE LIABILITY IN ANY WAY RELATED TO THESE TERMS OF USE, WHETHER CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTIONS OF EIS OR OTHERWISE, AND REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES (BY GATS SUBSCRIBER OR ANY THIRD PARTY) IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IS LIMITED TO AN AGGREGATE AMOUNT EQUAL TO THE FEES PAID BY SUBSCRIBER TO EIS DURING THE CALENDAR YEAR IMMEDIATELY PRECEDING THE DATE ANY SUCH CLAIM IS OR CLAIMS ARE MADE BY SUBSCRIBER. IN NO EVENT SHALL EIS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES REGARDLESS OF CAUSE, NOR FOR ECONOMIC LOSS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, OR PROPERTY DAMAGES SUSTAINED BY THE SUBSCRIBER OR ANY THIRD PARTIES. EIS DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY CERTIFICATES OR OTHER INFORMATION

COMPILED OR PRODUCED. GATS SUBSCRIBER HEREBY RELEASES AND PROTECTS EIS, PJM INTERCONNECTION, LLC, PJM TECHNOLOGIES, INC. AND ANY WHOLLY OWNED SUBSIDIARIES OF EIS, PJM INTERCONNECTION, LLC, PJM TECHNOLOGIES, INC., ANY OTHER CORPORATE AFFILIATES OF EIS, THEIR SUCCESSORS AND ASSIGNS, AGENTS, CONTRACTORS, SERVICE PROVIDERS OR VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO ANY DAMAGES OR INJURIES INCURRED BY SUBSCRIBER AS RELATES TO THE PROVISION OF CERTIFICATES.

- (a) The provisions herein shall be the sole remedy and recourse of Subscriber for any damages, costs or losses incurred by Subscriber hereunder. Subscriber understands and acknowledges that it shall look solely to the assets of EIS for the payment of any damages or costs and that if the assets of EIS are insufficient to pay all or any part of those amounts, that Subscriber shall have no recourse against any director, officer, shareholder, any member of a shareholder, employee or agent for that purpose.

Indemnification

Subscriber agrees to defend, indemnify and hold harmless EIS and its affiliates and their respective directors, officers, employees and agents from and against any action or proceeding initiated by any source, association or group alleging wrongdoing, including but not limited to, violations of any statutes, regulations, protocols, ordinances or laws of any local, state or federal public authority, and Subscriber shall further defend and hold EIS harmless against any and all claims (including third-party claims), proceedings, causes of action, whether in contract, tort or any other legal theory (including strict liability), demands, injunctions, damages, costs, liabilities, losses and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever (hereinafter "Losses") arising out of EIS's activities for the provision and the issuance of Emission Free Energy Certificates.

IN WITNESS WHEREOF, Subscriber acknowledges and agrees to the terms contained herein. The undersigned is a duly authorized officer or representative of SUBSCRIBER.

SUBSCRIBER COMPANY NAME _____

Name _____

Signature: _____

Date _____

Generator Identification

The undersigned on behalf of the Generator Owner,

_____,¹
 represents to PJM Environmental Information Services, Inc. (“EIS”) that:

1. I/we hereby declare and warrant that the Electric power output from the Generating Units(s) listed below do not emit any air pollution (sulfur dioxide, nitrogen oxides, carbon dioxide) as reported in the GATS system.
2. I/we further represents that I/we have not granted similar authority or permission to any other subscriber or account holder for use in the GATS or any similar system.

Generating Unit Name & Unit /System Size	Generating Unit GATS ID
1.	
2.	
3.	
4.	

Subscriber Company Name: _____

Date: _____

Name: _____

Address: _____

Title: _____

Directions for Completing this form

All information on this form must be typed or neatly printed in blue or black ink as follows:

¹ Fill in the Generator Owner’s full legal name, i.e. ABC Domestic Energy Company, Inc.

If Generator Owner is a corporation, partnership or other legal entity, this form must be executed by a company officer of the Generator Owner. If Generator Owner is an individual, this form must be executed by the individual.

Return the original, completed form to: GATSAdmin@pjm-eis.com