

GENERATION ATTRIBUTE TRACKING SYSTEM

TERMS OF USE

LAST MODIFIED ON December 16, 2008

The following are the Terms of Use for using the Generation Attribute Tracking System (“GATS”) of PJM Environmental Information Services, Inc. (“EIS”).

1. Acceptance of Terms. Your use of the GATS and the GATS website located online at www.pjm-eis.com (“GATS Site”) is subject to the following Terms of Use, which constitute a binding contract between you (also referred to herein as “Subscriber”) and EIS (Subscriber and EIS are individually referred to herein as a “Party”, and collectively referred to herein as “the Parties”). BY USING OR ACCESSING THE GATS, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. EIS may modify the Terms of Use at any time and will publish advance notice of any such modifications by posting it on the GATS Site, by electronic or conventional mail, or any other acceptable means of notification as set forth in Section 2(d) hereof. Your use of the GATS is governed by the version of the Terms of Use in effect on the date that the GATS is accessed by you. You can review the current version of the Terms of Use at any time at www.pjm-eis.com. YOUR CONTINUED USE AND ACCESS OF THE GATS AFTER MODIFICATION OF THE TERMS OF USE SIGNIFIES YOUR AGREEMENT TO BE BOUND BY THE MODIFIED TERMS OF USE. In addition, when using the GATS, you shall be subject to any guidelines and/or operating rules applicable to such use which may be posted at www.pjm-eis.com from time to time. All such guidelines and operating rules are incorporated by reference into these Terms of Use. If you do not agree to these Terms of Use, you may not access or otherwise use the GATS.

2. Description of Service.

(a) The GATS provides an unbundled, certificates-based tracking system that reports certain operating Attributes of electricity generators selling Energy through the PJM Market Settlement System. The GATS will compile information regarding the Attributes. The Attributes are unbundled from the megawatt-hour (“MWh”) of Energy produced and recorded onto a Certificate. One Certificate shall be created for each MWh of Energy produced, and each Certificate will be assigned a unique serial number. These Certificates may be used by electricity suppliers and other energy market participants to comply with relevant state policies, regulatory programs and to support voluntary “green” electricity markets. The data comprising the GATS includes meter information from the markets settlements database, emissions data and static information input by EIS or the Subscriber such as fuel source and location.

(b) The GATS is designed to collect information and track ownership of imports of Certificates to the GATS in the same manner, whether from other Control Areas or from behind the meter resources. All Certificate transfers will be recorded in the GATS. Certificates will initially be deposited into the applicable account of the Registered Generator without prejudice as to the ownership of the Certificates. The Account Holder associated with the Registered Generator shall be the (i) Generator Owner, (ii) Offtaker under a power purchase and sale, tolling or similar such agreement, or (iii) Generator Broker. If the Account Holder is not the Generator Owner or its Subscriber Agent, then the consent of the Generator Owner, in accordance with the Generator Owner’s Consent set forth in Schedule A attached hereto and made a part hereof will be required before EIS will deposit Certificates in the account of an Offtaker or Generator Broker. The GATS is not intended to, nor does it purport to, establish legal title to Certificates in any party. The GATS only provides the mechanism for which Certificates can be transferred among the GATS users. Any issues that may arise regarding whether an ownership or security interest is created in the transferred Certificates or whether the transferred Certificate is considered a “forward contract” under the United States Bankruptcy Code, or any other issues related thereto, should be addressed between the transferor and transferee of the Certificate. The GATS will not

address any such substantive issues and neither EIS, the GATS Administrator or PJM have any liability with respect to any such substantive issues.

(c) Any Unsettled Certificate that has not been transferred to a CEPS Subaccount, Retail LSE Subaccount or Reserve Subaccount shall expire and cease to exist for purposes of the GATS at the end of the Trading Period. The Attributes contained on any Unsettled Certificate at the end of the Trading Period shall become part of the pool of Attributes upon which the Residual Mix Certificates shall be based.

(d) EIS reserves the further right, in its sole discretion and with prior advance notice to Subscriber, to modify, augment, segment, reformat, reconfigure or otherwise alter at any time the content or methods of transmission of the GATS and create new types or versions of the GATS. EIS shall provide Subscriber with reasonable advance notice of material changes to the GATS. Such changes, modifications, additions, or deletions shall be effective upon the date set forth in the notice, which may be given by any means including, without limitation, posting on the GATS Site, or by electronic or conventional mail. Any use of the GATS by Subscriber after the effective date set forth in the notice shall be deemed to constitute acceptance of such changes, modifications, additions, or deletions. Notwithstanding the foregoing, prior to implementing any material changes to the GATS, EIS will give all users of the GATS an opportunity to provide input to EIS with respect to the proposed change(s).

3. Authorized User. The rights granted herein are granted only to Subscriber, Subscriber's parent, Subscriber's wholly owned subsidiaries, and the wholly owned subsidiaries of Subscriber's parent. Before Subscriber's parent, Subscriber's wholly owned subsidiaries or any wholly owned subsidiary of Subscriber's parent (each a "Subscriber Affiliate") will be given access to or permission to utilize the GATS, said Subscriber Affiliate must execute and return to EIS the Statement of Subscriber Affiliate set forth in Schedule B attached hereto and made a part hereof. Subscriber Affiliate shall not be required to pay the Subscription Fee. Subscriber has designated all entities that may be deemed one if its Subscriber Affiliates on Schedule C-1 attached hereto and made a part hereof. Any other entity that is related to Subscriber but which is not a Subscriber Affiliate that desires to utilize the GATS must establish its own separate contractual relationship with EIS and shall be required to pay the Subscription Fee. The rights and obligations of these Terms of Use shall run to the named Parties and any Subscriber Affiliate, their successors in interest and authorized assigns. Subscriber shall ensure that any of its employees, Subscriber Affiliates, Subscriber Agents and/or any other agents to whom it has provided access to the GATS agree to be bound by the Terms of Use. Subscriber and each Subscriber Affiliate shall execute and return to EIS the Declaration of Agency ("Declaration") substantially in the form attached hereto as Schedule D-1 or Schedule D-2 and made a part hereof for any third-party agent it desires to hire and/or contract with to access the GATS on its behalf. Subscriber shall also execute and return to EIS the Declaration for each entity for which it is acting as a Generator Broker to retrieve said entity's Attribute data to create Certificates on behalf of said entity and for each entity with which Subscriber has a legally enforceable agreement with respect to unit(s) owned or controlled by such entity which agreement entitles Subscriber to all (or some) Attributes associated with such unit(s).

4. Ownership and Use of Data and GATS.

(a) Subscriber acknowledges that EIS is and shall remain owner of the GATS, any components, modifications, adaptations and copies thereof. Without limiting any of the foregoing, Subscriber further acknowledges and agrees that any and all software used in providing, accessing (other than commercially available third party internet browsers) or using the GATS ("Software") is proprietary software of EIS and/or its third-party suppliers. Except as provided herein, Subscriber shall not obtain, have or retain any right, title or interest in or to the GATS or the Software or any part thereof. Subscriber acknowledges and agrees that EIS is and shall remain the sole owner of any registration required to access or use the GATS, including without limitation any and all intellectual property rights therein. The rights granted to Subscriber are defined by these Terms of Use and include, but are not limited to, permission to

use the GATS. Subscriber's rights under these Terms of Use do not include a transfer of title or any other ownership interest in the GATS, its content or any part thereof to Subscriber. Subscriber agrees not to contest or challenge EIS's or its third-party suppliers' ownership of the GATS and associated intellectual property rights, and not to take any action that would infringe, misappropriate, constitute unfair competition with respect to or otherwise violate EIS's or its third-party suppliers' ownership of or rights in the GATS.

(b) Except as otherwise provided in the GATS Operating Rules, Subscriber acknowledges that once Subscriber transmits data to the GATS, except at EIS's discretion, such data cannot and will not be deleted, removed, or otherwise expunged or segregated, including in the event Subscriber terminates its subscription to use the GATS.

(c) Subscriber acknowledges that the data transmitted by the GATS is derived from proprietary and public third-party sources, including but not limited to PJM's Market Settlement System and data collected from the United States Environmental Protection Agency ("EPA"). Subscriber will not knowingly use the GATS for any unlawful purpose or in an unlawful manner. Subscriber shall restrict and control the use, copying and security of the GATS and any other supporting materials among Subscriber's employees and agents and prevent access except to those permitted to have access by the terms of these Terms of Use.

(d) Subscriber represents that all information it provides to EIS shall be true, is complete, and correct.

(e) **Access.** EIS grants Subscriber non-exclusive permission to access, retrieve and download data from the GATS subject to these Terms of Use. Before granting Subscriber access, Subscriber shall (1) complete and submit to EIS the Consent of Subscriber attached hereto as Schedule C-1 or Schedule C-2, as applicable, (2) complete and submit to EIS the GATS Subscriber Billing Information Form attached hereto as Schedule E-1 or the GATS Subscriber Affiliate Billing Information Form attached hereto as Schedule E-2, as applicable, (3) pay the applicable fees due under the Terms of Use, and (d) complete and submit to EIS the online New Account Application available on the GATS Site, all for EIS's review and prior approval. Subscriber will take all appropriate steps and precautions to safeguard and protect the access, use and security of the GATS and Subscriber's user access information from unauthorized users.

(f) **Prohibited Uses.** Subscriber shall be subject to the following limitations:

(i) Subscriber shall not loan, share, publish, republish, copy, reproduce, disclose, transmit, display, sell, license, lease or distribute any portion of the GATS or any data thereon to any third-party, or as a basis for, a directory or database prepared for commercial sale or distribution; provided, however, nothing shall prohibit internal business use or reporting to state agencies or Subscriber's end use customers;

(ii) Subscriber shall not remove any copyright, trademark, or other proprietary notices contained in the GATS;

(iii) Subscriber shall not disassemble, decode, decompile or otherwise reverse engineer any interfaces or software programs comprising the GATS;

(iv) Subscriber shall not access, download, transfer or manipulate data and databases comprising the GATS using protocols or interfaces other than those provided by EIS as part of the GATS;

(v) Subscriber shall not have access to or make any use of the source code for the GATS; and

(vi) Subscriber shall not infringe or misappropriate the GATS or take any action inconsistent with EIS's ownership of and rights in the GATS.

(g) EIS reserves all rights in the GATS not expressly granted to Subscriber in the Terms of Use.

(h) EIS is not responsible for any material posted in any bulletin board, chat room or in any other forum on the GATS or the GATS Site (together the "Boards"). EIS is merely providing access to such material in the Boards as a service to you and Boards shall be used only in a noncommercial manner. In using the Boards, you agree not to upload, transmit, distribute or otherwise publish on the Boards any material that is, to the best of your reasonably obtained knowledge: libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; an infringement of the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity; material that is illegal in any way or advocates illegal activity; an advertisement or solicitation of funds, goods, or services; a message posted by a user impersonating another; personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references; or chain letters of any kind. You also agree to indemnify EIS for any claims or suits arising from your posting of such material on the Boards. EIS reserves the right to monitor and delete any postings deemed inconsistent with its policies or these Terms of Use. EIS also reserves the right to, at its discretion, terminate the registration of any user of the Boards who violates any of the Terms of Use. Although EIS will do its best to monitor materials in Boards, in no event does it assume any particular obligation to do so or liability for failing to either monitor the Boards or remove specific material.

(i) In using the GATS Site, Subscriber agrees:

- Not to disrupt or interfere with the security of, or otherwise abuse, the GATS Site, or any services, system resources, accounts, servers, or networks connected to or accessible through the GATS Site or affiliated or linked sites;
- Not to disrupt or interfere with any other user's enjoyment of the GATS Site or affiliated or linked websites;
- Not to knowingly upload, post, or otherwise transmit through or on the GATS Site any viruses or other harmful, disruptive, or destructive files;
- Not to use, frame, or utilize framing techniques to enclose any EIS trademark, logo, or other proprietary information (including the images found at the GATS Site, the content of any text, or the layout/design of any page or form contained on a page) without EIS's express written consent;
- Not to use meta tags or any other "hidden text" utilizing a EIS name, trademark, or product name without EIS's express written consent;
- Not to "deep link" to the GATS Site without EIS's express written consent;
- Not to create or use a false identity on the GATS Site;
- Not to collect or store personal data about others;
- Not to attempt to obtain unauthorized access to the GATS Site or portions of the GATS Site that are restricted from general access; and
- Not to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise in violation of any law.
- You also agree not to post any copyrighted material unless the copyright is owned by you or by EIS.

In addition, you agree that you will comply with all applicable local, state, federal, and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on the GATS Site.

5. Fees. Subscriber agrees to pay the Subscription Fee, Volumetric Fee and Certificate Fee, collectively referred to herein as the “Fees”, that EIS may charge for use of the GATS from time to time. EIS may, upon ninety (90) days’ notice to Subscriber and in its sole discretion, increase or decrease the Fees at any time. EIS shall give Subscriber advance notice of any proposed Fees changes and will schedule a meeting for all Subscribers to discuss the change in Fees prior to effectuating the change in Fees. In no event shall any portion of the Fees paid to EIS be prorated or refunded to Subscriber upon termination of the Terms of Use. The Fees to be charged to Subscriber are:

(a) **Subscription Fee.** The annual subscription fee (“Subscription Fee”) to be charged by EIS to Subscriber for the use of the GATS shall be (i) Two Thousand Dollars (\$2,000.00) per year for load serving entities (“LSEs” as such term is defined in the PJM Reliability Assurance Agreement), or (ii) One Thousand Dollars (\$1,000.00) per year for non-LSE’s, Generator Brokers, Traders and renewable generators that participate in the PJM markets. No Subscription Fee will be charged to (i) Subscriber Affiliates, (ii) generators that qualify in any state portfolio standard program as “renewable generators” and that have aggregate generating capability of less than 10 MW, (iii) non-transacting state regulators; or (iv) non-renewable generators. Annual fees will be billed each December, on a calendar year basis for the subsequent year. The amount of the initial Subscription Fee for the year in which the Consent of Subscriber is executed by Subscriber shall be prorated based on the calendar month in which the Consent of Subscriber is executed by Subscriber.

(b) **Volumetric Fee.** Upon registration LSE’s will be able to select the state(s) in which they are registering to use the GATS. LSE’s shall pay a fee of \$0.008/MWh determined against net load served (“Volumetric Fee”) in the state(s) selected. The Volumetric Fee will be calculated monthly based on net load in Subscriber’s Retail LSE Subaccounts.

(c) **Certificate Fee.** Subscriber shall pay \$0.25/MWh for Certificates transferred into a Reserve Subaccount (“Certificate Fee”) unless it is to be used for compliance with a renewable portfolio standard/alternate energy portfolio standard requirement in a state located in the PJM Control Area, except to the extent that (i) Subscribers are LSE’s using the Certificate to fulfill an RPS requirement in a Billable State. In such case, no Certificate Fee shall be due to EIS; and (ii) the Certificate is being sold in a Voluntary Market to customers for use within PJM. In such case, the Certificate Fee shall be \$0.008/MWh. The Certificate Fee shall be calculated monthly based on Certificates transferred into a Reserve Subaccount, excluding Certificates used for compliance with a PJM-state RPS.

6. Payments and Taxes. The Fees shall be non-refundable, and are due and payable within fifteen (15) days from the date of EIS’s invoice. Subscriber will pay all sales, use, value added taxes, and other consumption taxes, personal property taxes and other taxes (other than those based on EIS’s net income) unless Subscriber furnishes satisfactory proof of exemption. Taxes, if any, are not included in the Fees and will be added to Subscriber’s invoices. If not so added, such taxes are the exclusive responsibility of Subscriber.

7. Late Fees. Subscriber acknowledges that late payment of any fees owed to EIS will cause EIS to incur unanticipated administrative and legal costs and expenses. If Subscriber fails to pay when due any amounts or charges which Subscriber is obligated to pay under the terms of the Terms of Use within three (3) days of the due date, then Subscriber shall be responsible to pay to EIS a late fee equal to five (5) percent of the amount then due. Subscriber reserves the right to dispute the amount of Volumetric Fee and Certificate Fee charges for a period of ninety (90) days following payment by Subscriber. Acceptance of any late charge shall not constitute a waiver of Subscriber’s default with respect to such late payment by, nor prevent EIS from exercising any other rights or remedies available to EIS under the Terms of Use or applicable law.

8. Term and Termination.

(a) **Term.** The Terms of Use become operative on the date on which Subscriber indicates on the GATS Site that Subscriber agrees with and accepts the Terms of Use and shall continue in effect until EIS or Subscriber terminates access to the GATS pursuant to Section 8(b), (c) or (d) hereof.

(b) **Termination by EIS.**

(i) Unless timely cured, EIS may suspend or terminate Subscriber's access to the GATS upon giving five (5) business days notice to Subscriber if Subscriber defaults in the performance of any of its obligations under the Terms of Use as set forth in Section 9(a)(i) hereof.

(ii) EIS may suspend or terminate Subscriber's access to the GATS immediately upon giving written notice to Subscriber of any default or breach of the Terms of Use as set forth in Sections 9(a)(ii), (a)(iii), (a)(v) and (a)(vii).

(iii) EIS shall terminate Subscriber's access to the GATS immediately upon giving written notice to Subscriber of any default or breach of the Terms of Use as set forth in Sections 9 (a)(iv) and (a)(vi).

(c) **Termination by Subscriber and/or EIS.** EIS may terminate access to, or Subscriber may terminate use of, the GATS, for any reason, by providing at least sixty (60) days written notice to the other Party. Subscriber's obligation to pay any and all Fees due to EIS shall survive the termination of such use or access.

(d) **Termination Required by Law.** EIS may terminate access to, or Subscriber may cease use of, the GATS if required to do so by any statute, regulation or ordinance enacted by a governmental authority having jurisdiction over Subscriber or EIS, or by any order or other decision of a court of law or governmental agency, as required by said statute, regulation, ordinance, order or decision. At least sixty (60) days notice of said termination of access or cessation of use of the GATS shall be given by the Party terminating the access to, or ceasing the use of, the GATS under this subsection, unless a shorter notice period is permitted by the applicable statute, regulation, ordinance, order or decision.

(e) **Effect of Termination.** The terms of Sections 5 (Fees), 8 (Term and Termination), 9 (Default; Remedies), 11 (Confidentiality), 13 (Limitation of Liability), 16 (Indemnification), 17-26 and any other provisions meant to survive termination or expiration of these Terms of Use, shall survive termination of the Terms of Use as related to Subscriber.

(f) **Reinstatement.** EIS, in its sole discretion, may reinstate a Subscriber's access to GATS after termination by EIS for Subscriber's Default, upon EIS' receipt of Subscriber's full payment of all Fees due prior to the termination. Subscriber acknowledges that EIS will incur additional costs in connection with the termination and reinstatement of Subscriber's account. Subscriber therefore agrees to pay EIS a reinstatement fee equal to the Fees which would have been due to EIS during the period in which the Subscriber's account was terminated ("Reinstatement Fee"). The Reinstatement Fee shall be due upon EIS' reinstatement of Subscribers' access to the GATS.

9. Default; Remedies.

(a) **Default.** The occurrence of any of the following shall be considered a "Default":

(i) Subscriber fails to abide by the GATS Operating Rules or fails to perform any of its material duties or obligations under these Terms of Use, other than those set forth below in Sections 9(a)(ii), (a)(iii), (a)(iv), (a)(v), (a)(vi) and (a)(vii), which default is not substantially cured within five (5)

business days after written notice is given to Subscriber specifying such default; provided however that if the nature of Subscriber's default is such that more than five (5) business days are reasonably required to cure, then such default shall be deemed to have been cured if Subscriber commences such performance within said five (5) business day period and thereafter diligently completes the required action within a reasonable time thereafter.

(ii) Subscriber fails to pay any of the Fees or other charges due to EIS within five (5) business days of their due date.

(iii) Subscriber, its employees, agents or contractors alter, tamper with, intentionally damage or destroy (1) the GATS or any portion thereof, or (2) the data of other users of the GATS.

(iv) Subscriber uses the GATS in any manner that, directly or indirectly, violates any law, rule, code or regulation or aids any unlawful act or undertaking.

(v) All or substantially all of Subscriber's assets are attached or levied under execution (and Subscriber does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Subscriber (and Subscriber fails to secure a stay or discharge thereof within sixty (60) days thereafter); Subscriber is insolvent and unable to pay its debts as they become due; Subscriber makes a general assignment for the benefit of creditors; Subscriber takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Subscriber or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other failure to exist of Subscriber if Subscriber is an entity.

(vi) Knowingly or intentionally falsifying or misrepresenting any data or other information input into the GATS by Subscriber as required in Section 4(c).

(vii) Subscriber makes any false or inaccurate representations in the Consent attached hereto.

(viii) In addition to the defaults described above, the Parties agree that if Subscriber receives written notice of a violation of the performance of any particular material term or condition of these Terms of Use three (3) or more times during any twelve (12) month period, regardless of whether such violations are ultimately cured, then such conduct shall, at EIS's option, represent a separate Default.

(b) **Remedies.** Upon the occurrence of any Default, the Parties shall have the following rights and remedies, in addition to those stated elsewhere in these Terms of Use and those allowed by law or in equity, any one or more of which may be exercised without further notice to Subscriber:

(i) Each Party acknowledges that money damages would not adequately compensate the other Party in the event of a breach by such Party of its obligations hereunder and that injunctive relief may be essential for the other Party to adequately protect itself hereunder. Accordingly, each Party agrees that, in addition to any other remedies available to the other Party at law or in equity, the other Party shall be entitled to seek injunctive relief in the event such Party is in breach of any covenant or agreement contained herein.

(ii) Upon termination of the use of the GATS, Subscriber shall be obligated to pay to EIS all monies due to EIS, which shall include attorneys' fees incurred to enforce EIS's rights under the Terms of Use, plus any interest and late fees due hereunder.

(c) **Nonwaiver of Defaults.** The failure or delay of either Party in exercising any of its rights or remedies or other provisions of the Terms of Use shall not constitute a waiver thereof or affect

its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any Default shall be deemed to be a waiver of any other Default. EIS's receipt of less than the full amount of Fees due shall not be construed to be other than a payment on account then due, nor shall any statement on Subscriber's check or any letter accompanying Subscriber's check be deemed an accord and satisfaction.

10. Intellectual Property. The GATS, and any and all content of the GATS, are protected by copyright and/or other intellectual property laws and any unauthorized use of the information or the GATS may violate such laws related to their protection. Except as expressly provided herein, EIS does not grant any express or implied right or license of any kind to Subscriber under any patents, copyrights, trademarks, or trade secret information with respect to the information and/or the GATS. Except as expressly provided by copyright law or the Terms of Use, Subscriber may not copy, distribute, modify, publish, sell, transfer, license, transmit, display, participate in the transfer or sale of, create derivative works of, any of the information or the GATS, either in whole or in part. Subscriber acknowledges that Subscriber does not acquire any ownership rights by downloading copyrighted material.

11. Confidentiality.

(a) The GATS, including the selection, arrangement and compilation of data, may be comprised of confidential, market sensitive and trade secret information of the Subscriber and other users of the GATS. Subscriber agrees not to use or disclose the information contained in the GATS except as authorized by the Terms of Use. The following information is considered to be Confidential Information: (i) information provided to the GATS Administrator by a subscriber to the GATS; (ii) information provided by the GATS Administrator to any subscriber to the GATS; (iii) information that constitutes trade secrets, commercial or financial information of any GATS subscriber, the disclosure of which would harm the subscriber or prejudice that subscriber's position in the PJM power markets; (iv) information that has been designated in writing by any subscriber to the GATS to be confidential or proprietary. Confidential Information does not include information which the other Party can establish by written documentation (i) to have been publicly known prior to disclosure of such information by the disclosing Party to the other Party; (ii) to have become publicly known, without fault on the part of the other Party, subsequent to disclosure of such information by the disclosing Party to the other Party; (iii) to have been received by the other Party at any time from a source, other than the disclosing Party, rightfully having possession of and the right to publicly disclose such information; (iv) to have been independently developed by employees or agents of the other Party without access to or use of such information disclosed by the disclosing Party to the other Party; (v) any information which is common technical information or know how readily available in literature; (vi) any information which must be disclosed by force of law, including but not limited to information that must be provided to any governmental entity to confirm compliance with any statute or regulation, administrative proceeding, administrative or court order or discovery, provided that both Parties take such reasonable actions as necessary to ensure that such information is disclosed in as limited a manner possible; or (vii) any information already within the knowledge of the recipient at the time of disclosure, which information is not subject to a confidentiality agreement. The obligations of confidentiality in these Terms of Use shall survive its termination without limitation in duration for so long as information continues to meet the definition of Confidential Information. The obligations of confidentiality contained in this Section 11(a) shall not be applicable to governmental agencies to the extent prohibited by applicable laws, rules or regulations.

(b) Confidential Information is the sole and exclusive property of the subscriber who provided the information to the GATS and shall only be used for the purpose for which it was supplied to the GATS Administrator by that subscriber and for the purposes set forth in the GATS Operating Rules.

(c) EIS shall not use or disclose the Confidential Information contained in the GATS except as authorized by these Terms of Use or the GATS Operating Rules. EIS shall use such Confidential Information solely for the purpose for which it was provided and for no other purpose. EIS shall make

such Confidential Information available to third parties only to the extent required by law, regulation or court order. EIS will provide Subscriber with as much notice as reasonably possible when it receives a request for disclosure of Confidential Information, to the extent allowed by law, regulation or court order.

12. Limited Warranty; Disclaimer of Warranty.

(a) The data contained in the GATS (i) has been gathered by EIS from sources believed by EIS to be reliable, including but not limited to PJM, the EPA and Registered Generators; and, (ii) to the best of EIS's knowledge, is true and accurate in both form and content. However, EIS does not warrant that the information in the GATS is correct, complete, current or accurate, and it does not warrant that the software programs in the GATS will be error free or bug free.

(b) THE GATS IS PROVIDED "AS IS" AND EIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS OF USE OR THE ADEQUACY OR PERFORMANCE OF THE GATS, AND EIS HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE. SUBSCRIBER ACKNOWLEDGES THAT SERVICE DISRUPTIONS MAY OCCUR FROM TIME TO TIME.

(c) EIS is not responsible for the acts or omissions of parties who input data into the GATS or from whom data is obtained for inclusion into the GATS.

(d) Subscriber is solely responsible for the protection, security and management of usage and security of its computer network. EIS will not compensate Subscriber for damages incurred due to security violations of the security of Subscriber's computer network, nor shall Subscriber make deductions or set offs of any kind for Fees due to EIS resulting therefrom.

13. Limitation of Liability.

(a) SUBSCRIBER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM ITS USE OF THE GATS SITE. EIS'S SOLE LIABILITY FOR THE GATS, SERVICE DISRUPTION, PERFORMANCE OR NONPERFORMANCE BY EIS OR 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 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, PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE SUBSCRIBER OR ANY THIRD PARTIES, EVEN IF EIS HAS BEEN ADVISED BY SUBSCRIBER OR ANY THIRD PARTY OF SUCH DAMAGES. EIS DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY PART OF THE GATS, OR THE REPORTS, CERTIFICATES OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO THE GATS. SUBSCRIBER HEREBY RELEASES AND PROTECTS 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 GATS.

(b) The provisions of this Section 13 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.

14. Passwords. Subscriber agrees to assume sole responsibility for the security of any passwords issued by EIS to Subscriber for accessing the GATS. Subscriber agrees to immediately notify EIS of any suspected unauthorized use of Subscriber's password(s) or account or any other suspected breach of security.

15. Viruses. EIS shall take reasonable efforts to protect the GATS from being infected by viruses, including the use of virus protection software. However, EIS assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Subscriber's equipment or other property on account of Subscriber's access to, use of any information or the use of the GATS.

16. Indemnification. Except in the case of any state agency or governmental entity for which the indemnification of contracting Parties is not permitted by law, Subscriber agrees to defend, indemnify and hold harmless EIS and its affiliates and their respective directors, officers, employees and agents from and against any Subscriber violations of any statutes, regulations, ordinances or laws of any local, state or federal public authority and against any and all claims (including third-party claims), causes of action, whether in contract, tort or any other legal theory (including strict liability), demands, damages, costs, liabilities, losses and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever (hereinafter "Losses") arising out of, resulting from, attributable to or related to Subscriber's use of the GATS, or Subscriber's violation of these Terms of Use, including, but not limited to any Losses arising out of or related to: (a) any inaccuracy, error, or delay in or omission of (i) any data, information, or service, or (ii) the transmission or delivery of any data, information, or service; (b) any interruption of any such data, information, or service (whether or not caused by EIS); or (c) any financial, business, commercial or other judgment, decision, act or omission based upon or related to the information or the GATS. For state agencies or other governmental entities that have agreed to the Terms of Use, indemnification or reimbursement of EIS shall be as permitted pursuant to the law of the state which governs the agency or governmental entity. Notwithstanding the foregoing, Subscriber shall not defend, indemnify or hold harmless EIS or its directors, officers, employees and agents from and against any Losses to the extent that the Losses are caused by the conduct of EIS which a court of law has determined amounted to negligence or willful misconduct. Similarly, Subscriber shall not defend, indemnify or hold harmless EIS's corporate affiliates or their respective directors, officers, employees and agents from and against any Losses to the extent that the Losses are caused by the conduct of the corporate affiliates of EIS which a court of law has determined amounted to negligence or willful misconduct.

17. No Assignment, Transfer or Encumbrance by Subscriber. Neither these Terms of Use nor any rights under these Terms of Use may be assigned, sublicensed, encumbered, pledged, mortgaged or otherwise transferred by Subscriber, in whole or in part, whether voluntary or by operation of law without the express prior written consent of EIS, which consent shall not be unreasonably withheld.

18. Force Majeure. Neither Party shall be deemed to have breached any provision of these Terms of Use as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes or other labor disturbances, riots, embargoes, transportation

contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond the claiming Party's reasonable control and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided.

19. Severability. If any part of these Terms of Use is held to be unenforceable or illegal by a court or governmental administrative agency, such holding shall not affect the validity of the other parts of the Terms of Use, which will at all times remain in full force and effect.

20. Waiver. The waiver of a breach or the failure to require at any time performance of any provision of these Terms of Use will not operate or be interpreted as a waiver of any other or subsequent breach nor in any way affect the ability of either Party to enforce each and every such provision thereafter. The express waiver by either Party of any provision, condition or requirement of these Terms of Use shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

21. Notices. All notices permitted or required under these Terms of Use shall be in writing and shall be delivered in person, by email, facsimile, or first class, registered or certified mail, postage prepaid, or by overnight courier service to the address of the Party specified above or such other address as either Party may specify in writing. Service shall be effective on the earlier of actual receipt or the second business day after the day of mailing via first class mail. For service of notice via email or facsimile, it shall be deemed received on the day said notice was sent to the other Party.

22. Governing Law and Dispute Resolution. These Terms of Use shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its rules on conflicts of laws and the parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to these Terms of Use, except to the extent a State governmental agency is not permitted to enter into agreements subject to the laws of another State.

(a) Any controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, or any other claim or controversy between the parties, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Supplementary Procedures for Online Arbitration then in effect. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties shall mutually choose one arbitrator experienced in intellectual property and/or database licensing agreements within thirty (30) days of instituting the arbitration; otherwise the AAA shall choose the arbitrator. Any hearings will be held in Philadelphia, Pennsylvania. Any request for emergency or injunctive relief may be submitted under the AAA's Optional Rules for Emergency Measures of Protection. The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of these Terms of Use. Neither Party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties. The arbitration provisions contained in this Section 22 shall not be applicable to a governmental agency to the extent such agency is prohibited from arbitrating disputes by applicable laws, rules or regulations.

(b) Prior to initiating arbitration or any other form of legal or equitable proceeding hereunder, the Party seeking to arbitrate or resolve an issue ("Demanding Party") shall give the other Party at least thirty (30) days written notice describing the claim and the amount as to which it intends to initiate the action, as well as any and all supporting documentation available to the Demanding Party.

(c) Each Party shall be responsible for the payment of all of its defense costs associated with the resolution of said dispute whether in arbitration or before a court of law, including but not limited to any filing fees, arbitrator fees, its reasonable attorneys fees and other costs incurred in such proceeding,

provided that if a dispute is initiated in bad faith, the Party initiating the dispute shall be responsible for all of the other Party's defense costs. The reimbursement of defense costs under this Section 22 shall not be applicable to a State governmental agency to the extent such reimbursement is prohibited by applicable laws, rules or regulations.

(d) The Parties agree that neither may bring a claim nor assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the Party could not have reasonably discovered the wrong giving rise to the claim within one (1) year. The limitation against bringing or asserting a cause of action pursuant to this Section 22 shall not be applicable to a State governmental agency to the extent such limitation against bringing or asserting a cause of action is prohibited by applicable laws, rules or regulations.

23. Capitalized Terms. Any capitalized terms contained herein that are not otherwise defined herein shall have the meanings as such terms are defined in the GATS Operating Rules.

24. Entire Agreement. These Terms of Use, including any and all exhibits attached hereto, is the entire agreement of the Parties and supersedes any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements and any and all other communication.

25. Links. EIS makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of sites accessible by hyperlink from the GATS Site, or sites linking to the GATS Site. The linked sites are not under the control of EIS and EIS is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes, or updates to such sites. The inclusion of any link does not imply affiliation, endorsement, or adoption by EIS of the GATS Site or any information contained therein. When leaving the GATS Site, you should be aware that EIS's Terms and policies no longer govern, and therefore you should review the applicable terms and policies, including privacy and data-gathering practices, of that site.

26. Definitions

(a) **Account Holder:** A GATS Account Holder is a party that has registered with the GATS and has established an account within the GATS.

(b) **Alternative Energy Portfolio Standard (AEPS):** A legislative or administrative requirement on electrical utilities or load-serving entities in a jurisdiction to procure a designated percentage of their generation/retail portfolio from renewable and environmentally beneficial resources. An AEPS is similar to a Renewable Portfolio Standard except some of the resources may not be considered renewable.

(c) **Attribute/Generation Attribute:** A characteristic of a generator, such as location, vintage, emissions output, fuel, state RPS program eligibility, etc.

(d) **Billable State:** When a Retail LSE registers for a GATS account, the Retail LSE will need to specify the state(s) for which the Retail LSE will use the GATS. The states selected will be considered Billable States. The Retail LSE will be charged for using the GATS based on load in these Billable States. The Retail LSE will only be able to create Retail LSE Subaccounts for Billable States. The load for all other states in which the LSE operates will not be visible to the Account Holder. All reports that are associated with the Retail LSE's load will only display information for the Billable State.

(e) **Clean Energy Portfolio Standard (CEPS) Subaccount:** Account Holders can set up CEPS Subaccounts that can be used to hold unsold, unused, CEPS eligible Certificates. States will determine CEPS eligibility (i.e., RPS resources, resources identified as environmentally preferred, etc.). If a generating resource qualifies for a portfolio standard, Certificates from that generator will be eligible to be deposited in an Account Holder's CEPS Subaccount. States will also determine the lifespan of the Certificates in these Subaccounts. CEPS Certificates can be accumulated in these accounts and/or transferred. Certificates in CEPS Subaccounts are excluded from any load serving entity's disclosure label.

(f) **Certificate(s):** The term "Certificate," as used in this document, refers to a GATS electronic record of generation data representing all of the Attributes from one MWh of electricity generation from a Generating Unit registered with the GATS tracking system or a Certificate imported from a Compatible Certificate Tracking System. Blocks of related Certificates may be grouped together to simplify Certificate transactions and for reporting purposes. The GATS will create exactly one Certificate per MWh of generation. Additionally, the GATS will create one Certificate for each MWh related to Certificates that are imported from a Compatible Certificate Tracking System based on the Conversion rules established by the GATS Administrator.

(g) **Compatible Certificate Tracking System:** A Compatible Certificate Tracking System is a tracking system that has an operating agreement with EIS regarding the Conversion and transfer of generation attribute certificates between tracking systems. This can not occur until a protocol has been developed by the GATS Administrator and the administrator of the other tracking system for converting generation attribute certificates from another tracking system into Certificates.

(h) **Control Area:** An electric system or systems, bounded by interconnection metering and telemetry, capable of controlling its generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation. For the purposes of this document, a Control Area is defined in broad terms to include transmission system operations, market, and load-serving functions within a single organization. A Control Area operator may be a system operator, a transmission grid operator, or a utility.

(i) **Conversion:** A process by which certificates from a Compatible Certificate Tracking System are made available for import into the GATS. The process involves designating the certificate as exported from the Compatible Certificate Tracking System according to the protocol agreed upon jointly by the Administrator of the Compatible Certificate Tracking System and the GATS Administrator. After such designation is made, the GATS Administrator will issue corresponding Certificates that are placed in the purchasing Account Holder's CEPS Subaccount and can be used within the GATS.

(j)**Energy:** The physical electricity commodity of the electrons transmitted through the power

(i)**Emission Free Energy:** Electric power output from a generating unit that does not directly produce any air emissions (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.

(ii) **Emission Free Energy Certificate:** A Certificate from a generating unit that produces Emission-Free Energy.

- (k) **Facility/Generating Facility:** One or more Generating Units at a single physical location.
- (l) **GATS Administrator:** The GATS Administrator is the entity with the authority to administer or oversee the administration and implementation of the GATS Operating Rules.
- (m) **Generator Attribute Tracking System (GATS):** The GATS is a software application program that (i) creates Certificates to uniquely define Generation Attributes, and (ii) tracks said Certificates.
- (n) **Generator Broker:** An Account Holder designated by a Generator Owner or Offtaker who registers and represents specific Generating Units with the GATS. A Generator Broker will be vested with the authority to manage Certificates, approve transfers, imports, retirement or any other action taken with regard to Certificates deposited into or transferred out of the Generator Broker's account for its Registered Generators. A Generator Broker may also be called an aggregator if it represents more than one distinct Generating Unit.
- (o) **Generator Owner:** The person or entity holding legal title to a particular Generating Unit.
- (p) **Offtaker:** The person or entity holding legal title to the generation output of the Generating Unit pursuant to an agreement with the Generator Owner.
- (q) **PJM Environmental Information Services, Inc. (EIS):** The entity that owns and operates the GATS.
- (r) **PJM Interconnection (PJM):** The Regional Transmission Organization (RTO) that coordinates the movement of wholesale electricity in the PJM Control Area.
- (s) **PJM Market Settlement System:** The system used to perform monthly billing and settlements for the wholesale electricity market in the PJM Control Area.
- (t) **Registered Generator(s):** An energy source, known as **Generating Unit**, which has registered its Facility with the GATS Administrator.
- (u) **Renewable Portfolio Standard (RPS):** Generally, a Renewable Portfolio Standard is a legislative or administrative requirement on electrical utilities or load-serving entities in a jurisdiction to procure a designated percentage of renewable electricity in their generation/retail portfolio. See also Alternative Energy Portfolio Standard (AEPS).
- (v) **Reporting Period:** For the purposes of the GATS, a Reporting Period is a calendar year, January 1st to December 31st. Certificates for generation produced during the Reporting Period can be transferred during the associated Trading Period.
- (w) **Reserve Subaccount:** A Reserve Subaccount is used as a repository for Certificates that the Account Holder wants to withdraw from circulation within the GATS. When a Certificate is transferred into a Reserve Subaccount the Account Holder must specify the reason the Certificate is being reserved. Reserve Subaccounts are not restricted to “renewable” resources. Once Certificates are in the Reserve Subaccount, they are excluded from the residual mix calculation at the end of the Trading Period and will not appear on a Retail LSEs fuel mix and emissions disclosure label.

(x) **Residual Mix Certificates:** A type of Certificate that is created at the end of the Trading Period with attributes equal to the average of all unsold/unused Certificates and Certificates in the GATS Administrator's Account (such as emergency imports), i.e., Certificates that have not been transferred to any of the following Subaccounts: CEPS, Reserve, or Retail LSE. Residual Mix Certificates will then be allocated proportionately to all LSEs who have fewer Certificates than the load they served (i.e., do not have a one-to-one match with the MWh of load they served).

(y) **Retail Load Serving Entity:** Shall mean any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, serving end-users that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users. Also called Load Serving Entity (LSE).

(z) **Retail LSE Subaccount:** The Retail LSE Subaccounts are used by Retail Load Serving Entities to designate Certificates to be used for disclosure label purposes. The LSE must create a default Retail LSE Subaccount for each Billable State. Certificates can be transferred into and out of a Retail LSE Subaccount up until the end of the Trading Period, at which point the Retail LSE Subaccounts are locked and no further transfers are permitted.

(aa) **Subscriber Agent:** An agent of Subscriber who shall be designated on a Schedule D – 1 or Schedule D-2 Declaration of Agency.

(bb) **Trader:** An Account Holder that participates in the buying, selling and trading of Certificates.

(cc) **Trading Period:** The period of time defined when Certificates for a given Reporting Period can be traded. In the GATS the Reporting Period is a calendar year, and the Trading Period is approximately one year in duration starting in February of the calendar year and ending in the February of the next calendar year.

(dd) **Unsettled Certificates:** All Certificate remaining in the Account Holder's Active Subaccount when the Trading Period is closed. The Unsettled Certificate becomes part of the Residual Mix.

(ee) **Voluntary Market:** Voluntary specific purchases of Certificates by end-use customers located within the PJM Market, for consumption within the PJM Market, at levels above the mandatory RPS percentages in states with RPS regulation, or within the PJM Market in states without RPS, any voluntary purchase of Certificates by end-use customers, for their own consumption.

[Remainder of Page Intentionally Left Blank]

SCHEDULE A

Generator Owner's Consent

The undersigned on behalf of the Generator Owner, _____,¹ represents to PJM Environmental Information Services, Inc. ("EIS") that:

1. I/we am/are the Generator Owner who holds legal title to the Generating Unit(s) designated below.

2. I/we the Generator Owner hereby grant authority and permission to Account Holder, _____,² to create and trade all Certificates associated with the following Generating Unit(s), which Certificates shall also be registered to the GATS account(s) of the Account Holder.

3. I/we the Generator Owner 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 and Address Optional: [Generating Unit Size/System Size]	PJM MSET ID <u>or</u> EIA Plant Code and Generator Identifier (as applicable)

GENERATOR OWNER³

 Name:
 Title:
 Address:
 Date:

Directions for Generator Owner's Consent

All information on this Generator Owner's Consent 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.
2. Fill in the Account Holder's full legal name, i.e. ABC Domestic Energy Company, Inc.
3. If Generator Owner is a corporation, partnership or other legal entity, this Consent must be executed by a company officer of the Generator Owner. If Generator Owner is an individual, this Consent must be executed by the individual.
4. Return the original, completed Consent to: **GATS Administrator, c/o PJM Environmental Information Services, Inc., 955 Jefferson Avenue, Norristown, PA 19403-2497**

SCHEDULE B
Statement of Subscriber Affiliate

The undersigned each represent that it is a Subscriber Affiliate, as that term is defined in the Terms of Use, and it agrees to be bound to the terms and conditions of the Terms of Use and the Consent of Subscriber executed by Subscriber as though signatory to the same, except that, as a Subscriber Affiliate, it will not be obligated to pay the Subscription Fee as otherwise required by the Terms of Use.

SUBSCRIBER AFFILIATE: _____¹

SUBSCRIBER AFFILIATE: _____¹

Name:
Title:
Date:

Name:
Title:
Date:

SUBSCRIBER AFFILIATE: _____¹

SUBSCRIBER AFFILIATE: _____¹

Name:
Title:
Date:

Name:
Title:
Date:

SUBSCRIBER AFFILIATE: _____¹

SUBSCRIBER AFFILIATE: _____¹

Name:
Title:
Date:

Name:
Title:
Date:

SUBSCRIBER AFFILIATE: _____¹

SUBSCRIBER AFFILIATE: _____¹

Name:
Title:
Date:

Name:
Title:
Date:

¹Insert name of the Subscriber Affiliate entity.

SCHEDULE C - 1
Consent of Subscriber

1. I am the _____¹ of _____²
("Subscriber"), a _____³ with its principal offices located at _____⁴ and a
_____ and a
Party to the attached Terms of Use.

2. I acknowledge that I have read the Terms of Use and that I understand that EIS may modify the Terms of Use from time to time pursuant to Sections 1 and 2 of said Terms of Use.

3. I affirm that I have authority to execute this Consent on behalf of Subscriber and that Subscriber shall not be given access to the GATS until this Consent has been signed by me and been received by the GATS Administrator.

4. Subscriber will only use the GATS for creating its generator attributes tracking certificates and specifically acknowledges that it shall not use any other database for the same purpose.

5. Subscriber agrees that the Attributes for which a particular Certificate has been created in the GATS for said Subscriber have not previously been, nor will it be, used by or claimed by another entity or transferred to another Compatible Certificate Tracking System except as authorized under the Terms of Use or GATS Operating Rules.

6. Subscriber has not retired, sold, claimed, represented elsewhere or used, nor will it retire, sell, claim or represent elsewhere or use to satisfy obligations in any jurisdiction outside of the GATS any of the Attributes associated with Subscriber's Certificates without designating the disposition of the Certificates as such within the GATS.

7. Subscriber may transfer Certificates created in the GATS to a Compatible Certificate Tracking System to satisfy obligations in another jurisdiction that is not in the PJM Control Area.

8. No other entity can claim the right to the Attributes for which Subscriber is seeking credit.

9. All data and other information being provided to EIS and to the GATS by Subscriber and/or its agents and employees are true and correct.

10. Subscriber agrees to pay the Fees that EIS may charge for use of the GATS.

11. Per Section 4 of these Terms of Use, Subscriber hereby advises EIS that the following entities may be deemed a Subscriber Affiliate for purposes of these Terms of Use:

Parent of Subscriber: _____

Wholly Owned Subsidiaries of Subscriber's Parent: _____

Wholly Owned Subsidiaries of Subscriber: _____

12. I declare that all statements contained herein are true and correct, to the best of my knowledge, information and belief and are made with full knowledge that EIS and all users of the GATS that is the subject of these Terms of Use rely upon the truth of the statements contained in this consent.

Signature of Officer⁵

Directions for Completing Consent of Subscriber

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

1. Fill in the Officer's title/position with the Subscriber, i.e. President, Vice President, General Counsel.
2. Fill in the Subscriber's full legal name, i.e. ABC Domestic Energy Company, Inc.
3. Indicate whether Subscriber is a corporation, LLC or partnership.
4. Insert Subscriber's address.
5. Officer must sign the Consent on the second page.
6. Return the original, completed Consent to: **GATS Administrator, c/o PJM Environmental Information Services, Inc., 955 Jefferson Avenue, Norristown, PA 19403-2497**

SCHEDULE C - 2
Consent of Non-Transacting State Regulator Subscribers

1. I am the _____¹ of _____²
("Subscriber"), a public utility commission/state regulator with its principal offices located at _____³ and a Party to the attached Terms of Use.

2. I acknowledge that I have read the Terms of Use and that I understand that EIS may modify the Terms of Use from time to time pursuant to Sections 1 and 2 of said Terms of Use.

3. I affirm that I have authority to execute this Consent on behalf of Subscriber and that Subscriber shall not be given access to the GATS until this Consent has been signed by me and been received by the GATS Administrator.

4. Subscriber will only use the GATS for retrieving the regulator reports designated in Appendix F of the GATS Operating Rules.

5. All data and other information being provided to EIS and to the GATS by Subscriber and/or its agents and employees are true and correct.

6. I declare that all statements contained herein are true and correct, to the best of my knowledge, information and belief and are made with full knowledge that EIS and all users of the GATS that is the subject of these Terms of Use rely upon the truth of the statements contained in this consent.

Signature of Commissioner or Staff Person⁴

Directions for Completing Consent of Subscriber

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

1. Fill in the Commissioner or Staff Person's title/position with the Subscriber, i.e. Chair of the Commission, Chief of Staff.
2. Fill in the Subscriber's full legal name, i.e. XYZ Public Utility Commission.
3. Insert Subscriber's address.
4. Commissioner or Staff Person must sign the Consent.
5. Return the original, completed Consent to: **GATS Administrator, c/o PJM Environmental Information Services, Inc., 955 Jefferson Avenue, Norristown, PA 19403-2497**

Schedule D-1
Declaration of Agency

DECLARATION OF AGENCY

This Declaration of Agency (“Declaration”) is made this _____ day of _____, 20____
by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ (“Subscriber Agent”).

RECITALS

WHEREAS, PJM Environmental Information Services, Inc. (“EIS”) is the entity that owns and operates the Generation Attribute Tracking System (“GATS”), a software application program that creates an electronic record of generation data representing all of the Attributes (as that term is defined in the Terms of Use) from one MWh of electricity generation from a Generating Unit registered with the GATS tracking system (“Certificate”) or a Certificate imported from a compatible certificate tracking system to uniquely define generation attributes;

WHEREAS, Principal is a subscriber to the GATS and has entered into an agreement with EIS by accepting the Terms of Use located at www.pjm-eis.com or is an entity whose Attributes data are contained in the GATS;

WHEREAS, Principal desires to hire and/or contract with Subscriber Agent to access the GATS on its behalf;

WHEREAS, Subscriber Agent and/or Principal may have access to certain confidential information and materials contained in the GATS (the “Confidential Information”); and,

WHEREAS, such access to the GATS by Principal and/or Subscriber Agent is governed by rights and obligations established by or under the Terms of Use for the GATS, the GATS Operating Rules and such other agreements manuals, and practices of EIS, as applicable (the “EIS Agreements”).

DECLARATION

NOW, THEREFORE, acknowledging that EIS will rely on the truth, accuracy and completeness of the declarations made below, Principal and Subscriber Agent declare:

1. Exclusivity of Subscriber Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Subscriber Agent, Subscriber Agent is authorized to act for Principal with respect to all activities with EIS regarding Principal’s Attribute data contained in the GATS, including but not limited to creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from EIS and paying the Fees due to EIS (the “Authorized

Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with EIS as Principal’s sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal’s agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

2. Specification of Authorized Rights and Responsibilities.

In the following parts (a) through (h), Principal and Subscriber Agent specify the rights and responsibilities with respect to which Subscriber Agent is authorized to act for Principal, but only to the extent that Principal has lawful, contractual access to the GATS or rights to the Attributes data contained in the GATS. Specification shall be effective only if both Principal and Subscriber Agent have placed the initials of their authorized representatives in the space provided for each applicable right or responsibility from among the options provided below:

With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with EIS as Principal’s sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal’s agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

(a) Creation and Trading of Certificates

_____ Subscriber Agent is authorized to create Certificates in the GATS on Principal’s behalf.

_____ Subscriber Agent is authorized to trade Certificates in the GATS on Principal’s behalf.

(b) Data.

_____ Subscriber Agent is authorized to provide data required by EIS with respect to the GATS, including, but not limited to, data required for preparation of required reports and billing.

(c) Reporting and Communications.

_____ Subscriber Agent is authorized to review reports created in the GATS for Principal.

_____ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal’s Certificate making.

_____ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal’s Certificate trading.

(d) Terms of Use Rights and Obligations.

Subscriber Agent is authorized to act on behalf of Principal with respect to Principal's rights and obligations of the Parties under the Terms of Use.

(e) Billing and Payment Responsibilities.

In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent in any of subparts (a) through (d) of this Section, Subscriber Agent shall be billed for, and shall make payment to EIS for, all charges, penalties, costs and fees. (If this option is not specified, EIS will issue billings to, and collect amounts due from, Principal.)

In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent above, Subscriber Agent is entitled to receive from EIS in Subscriber Agent's account all credits, revenues, distributions, and disbursements. (If this option is not specified, EIS will pay such amounts to Principal.)

(f) Additional Responsibilities.

In addition to the rights and responsibilities specified in parts (a) through (e) above, Subscriber Agent has been authorized to act on behalf of Principal as specified on Attachment "A" to this Declaration.

(g) Limitation on Responsibilities.

The rights and responsibilities specified in parts (a) through (e) above apply to a limited portion of Principal's facilities or loads located in the PJM Control Area, as specified on Attachment "B" to this Declaration, and to no other facilities or loads of Principal.

3. Continuing Responsibilities and Liabilities of Principal.

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the EIS Agreements for which Subscriber Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the EIS Agreements or otherwise that are not specified by Principal and Subscriber Agent in Section 2.

3.2 For a Principal that has entered into an EIS Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to EIS for compliance with all of the terms and conditions of the EIS Agreements, indemnification of EIS, defaults of the EIS Agreements committed by Subscriber Agent, and payment of all amounts due or to become due to EIS under the EIS Agreements. Subscriber Agent's authorization to make payment of any such amounts

hereunder (if specified in Section 2) shall not release Principal from liability for any obligations to EIS not satisfied by Subscriber Agent, financial or otherwise.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Subscriber Agent each recognizes, accepts and intends that EIS will rely upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the EIS Agreements. Principal and Subscriber Agent each recognizes and accepts that EIS may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify EIS for any such losses and damages.

4.2 Principal and Subscriber Agent each has a continuing duty to notify EIS if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as EIS receives written notification of any change to any declaration, signed by both Principal and Subscriber Agent, EIS shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Subscriber Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to EIS at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of EIS and Principal and Subscriber Agent expressly waive any claims that may arise against EIS under this Declaration. This Declaration shall not be construed to modify any of the EIS Agreements and in the event of conflict between this Declaration and an EIS Agreement, the applicable EIS Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the EIS Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

5. Confidentiality.

In the context of Subscriber Agent's access to the GATS on Principal's behalf, Subscriber Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Subscriber Agent is solely for the purpose of creating and trading Certificates, providing data to EIS, reviewing reports created for Principal in the GATS and the payment of Fees due to EIS under the Terms of Use. Subscriber Agent shall not access any Confidential Information contained in the GATS for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

IN WITNESS WHEREOF, Principal and Subscriber Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by EIS, whichever date is later.

PRINCIPAL

SUBSCRIBER AGENT

Name:
Title:

Name:
Title:

Attachment A
Additional Responsibilities

Attachment B
Limitation on Responsibilities

Schedule D-2
Declaration of Agency for Governmental Entities

DECLARATION OF AGENCY FOR GOVERNMENTAL ENTITIES

This Declaration of Agency (“Declaration”) is made this _____ day of _____, 20____ by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ (“Subscriber Agent”).

RECITALS

WHEREAS, PJM Environmental Information Services, Inc. (“EIS”) is the entity that owns and operates the Generation Attribute Tracking System (“GATS”), a software application program that creates an electronic record of generation data representing all of the Attributes (as that term is defined in the Terms of Use) from one MWh of electricity generation from a Generating Unit registered with the GATS tracking system (“Certificate”) or a Certificate imported from a compatible certificate tracking system to uniquely define generation attributes;

WHEREAS, Principal is a subscriber to the GATS and has entered into an agreement with EIS by accepting the Terms of Use located at www.pjm-eis.com or is an entity whose Attributes data are contained in the GATS;

WHEREAS, Principal is a governmental entity/agency that desires to hire and/or contract with Subscriber Agent to access the GATS on its behalf;

WHEREAS, Subscriber Agent and/or Principal may have access to certain confidential information and materials contained in the GATS (the “Confidential Information”); and,

WHEREAS, such access to the GATS by Principal and/or Subscriber Agent is governed by rights and obligations established by or under the Terms of Use for the GATS, the GATS Operating Rules and such other agreements manuals, and practices of EIS, as applicable (the “EIS Agreements”).

DECLARATION

NOW, THEREFORE, acknowledging that EIS will rely on the truth, accuracy and completeness of the declarations made below, Principal and Subscriber Agent declare:

1. Exclusivity of Subscriber Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Subscriber Agent, Subscriber Agent is authorized to act for Principal with respect to all activities with EIS regarding Principal’s Attribute data contained in the GATS, including but not limited to creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from EIS and paying the Fees due to EIS (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities,

Subscriber Agent is authorized to communicate and transact with EIS as Principal's sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

2. Specification of Authorized Rights and Responsibilities.

In the following parts (a) through (h), Principal and Subscriber Agent specify the rights and responsibilities with respect to which Subscriber Agent is authorized to act for Principal, but only to the extent that Principal has lawful, contractual access to the GATS or rights to the Attributes data contained in the GATS. Specification shall be effective only if both Principal and Subscriber Agent have placed the initials of their authorized representatives in the space provided for each applicable right or responsibility from among the options provided below:

With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with EIS as Principal's sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

(a) Creation and Trading of Certificates

_____ Subscriber Agent is authorized to create Certificates in the GATS on Principal's behalf.

_____ Subscriber Agent is authorized to trade Certificates in the GATS on Principal's behalf.

(b) Data.

_____ Subscriber Agent is authorized to provide data required by EIS with respect to the GATS, including, but not limited to, data required for preparation of required reports and billing.

(c) Reporting and Communications.

_____ Subscriber Agent is authorized to review reports created in the GATS for Principal.

_____ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal's Certificate making.

_____ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal's Certificate trading.

(d) Terms of Use Rights and Obligations.

_____ Subscriber Agent is authorized to act on behalf of Principal with respect to Principal's rights and obligations of the Parties under the Terms of Use.

(e) Billing and Payment Responsibilities.

_____ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent in any of subparts (a) through (d) of this Section, Subscriber Agent shall be billed for, and shall make payment to EIS for, all charges, penalties, costs and fees. (If this option is not specified, EIS will issue billings to, and collect amounts due from, Principal.)

_____ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent above, Subscriber Agent is entitled to receive from EIS in Subscriber Agent's account all credits, revenues, distributions, and disbursements. (If this option is not specified, EIS will pay such amounts to Principal.)

(f) Additional Responsibilities.

_____ In addition to the rights and responsibilities specified in parts (a) through (e) above, Subscriber Agent has been authorized to act on behalf of Principal as specified on Attachment "A" to this Declaration.

(g) Limitation on Responsibilities.

_____ The rights and responsibilities specified in parts (a) through (e) above apply to a limited portion of Principal's facilities or loads located in the PJM Control Area, as specified on Attachment "B" to this Declaration, and to no other facilities or loads of Principal.

3. Continuing Responsibilities and Liabilities of Principal.

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the EIS Agreements for which Subscriber Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the EIS Agreements or otherwise that are not specified by Principal and Subscriber Agent in Section 2.

3.2 For a Principal that has entered into an EIS Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to EIS for compliance with all of the terms and conditions of the EIS Agreements, indemnification of EIS, defaults of the EIS Agreements committed by Subscriber Agent, and payment of all amounts due or to become due to EIS under the EIS Agreements. Subscriber Agent's authorization to make payment of any such amounts hereunder (if specified in Section 2) shall not release Principal from liability for any obligations to EIS not satisfied by Subscriber Agent, financial or otherwise.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Subscriber Agent each recognizes, accepts and intends that EIS will rely upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the EIS Agreements. Principal and Subscriber Agent each recognizes and accepts that EIS may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify EIS for any such losses and damages.

4.2 Principal and Subscriber Agent each has a continuing duty to notify EIS if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as EIS receives written notification of any change to any declaration, signed by both Principal and Subscriber Agent, EIS shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Subscriber Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to EIS at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of EIS and Principal and Subscriber Agent expressly waive any claims that may arise against EIS under this Declaration. This Declaration shall not be construed to modify any of the EIS Agreements and in the event of conflict between this Declaration and an EIS Agreement, the applicable EIS Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the EIS Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

5. Confidentiality.

In the context of Subscriber Agent’s access to the GATS on Principal’s behalf, Subscriber Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Subscriber Agent is solely for the purpose of creating and trading Certificates, providing data to EIS, reviewing reports created for Principal in the GATS and the payment of Fees due to EIS under the Terms of Use. Subscriber Agent shall not access any Confidential Information contained in the GATS for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

It is specifically acknowledged that Subscriber Agent, or its consultants, officers, employees, directors, parent corporation, subsidiaries or other affiliated entities (“Agent Affiliates”) may be market participants in one or all of the PJM markets (“Market Participant”) and/or that they may be in the business of trading Certificates within the GATS or other certificate tracking systems. If Subscriber Agent or any Agent Affiliate is a Market Participant or is in the business of trading renewable energy credit certificates, Subscriber Agent shall establish, implement and enforce appropriate “Chinese wall” policies and procedures to maintain the confidentiality of the Confidential Information obtained by any Subscriber Agent through its access to the GATS so as to prevent the disclosure thereof to any Agent Affiliate.

IN WITNESS WHEREOF, Principal and Subscriber Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by EIS, whichever date is later.

PRINCIPAL

SUBSCRIBER AGENT

Name:
Title:

Name:
Title:

Attachment A
Additional Responsibilities

Attachment B
Limitation on Responsibilities

SCHEDULE E - 1
GATS Subscriber Billing Information Form

Subscriber must complete this form before access to the GATS can be given to Subscriber. The information contained on this form will be used by EIS to bill Subscriber for its use of the GATS. Bills for use of the GATS will be emailed to Subscribers.

Please type or print neatly in black or blue ink all sections of this form.

Subscriber Name: _____

Subscriber's Billing Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Department/Location: _____

Mailing Address: _____

Completed Form Must be Returned to:

GATS Administrator
c/o PJM Environmental Information Services, Inc.
955 Jefferson Avenue
Norristown, PA 19403-2497

SCHEDULE E - 2
GATS Subscriber Affiliate Billing Information Form

Subscriber Affiliate must complete this form before access to the GATS can be given to Subscriber Affiliate. The information contained on this form will be used by EIS to bill Subscriber Affiliate for its use of the GATS. Bills for use of the GATS will be emailed to Subscriber Affiliates.

Please type or print neatly in black or blue ink all sections of this form.

Subscriber Affiliate Name: _____

Subscriber Affiliate's Billing Contact Person: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Department/Location: _____

Mailing Address: _____

Completed Form Must be Returned to:

GATS Administrator
c/o PJM Environmental Information Services, Inc.
955 Jefferson Avenue
Norristown, PA 19403-2497

SCHEDULE F

PJM Environmental Information Services Generation Attribute Tracking System Terms of Use Agreement 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 the 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.

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

Subscriber Company Name: _____

Name: _____

Title: _____

Address: _____

Date: _____

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.
2. 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.
3. Return the original, completed form to: **GATS Administrator, c/o PJM Environmental Information Services, Inc., 955 Jefferson Avenue, Norristown, PA 19403-2497**
FAX: 610-771-4114