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Inter-Registry Data Services Request and Authorization

I am the 1	of
2	, "Generation Owner",
a ³	with its principal offices
located at 4	·

- 2. Generation Owner (or it's designated agent), a PJM Member whose participation in the PJM markets is governed by the PJM governing agreements, including but not limited to the PJM Operating Agreement ("Operating Agreement") is hereby requesting PJM/PJM EIS to provide the New York Generation Attribute Tracking System ('NYGATS") hourly generation information of generators as specified in Section 4 herein. Such generation information is considered confidential member data/information pursuant to the Operating Agreement
- Section 18.17.1 (c) of the Operating Agreement specifies PJM may release Generation Owners' confidential member data/information to a third party upon receipt of specific written authorization of the Generation Owner setting forth the data or information to be released, to whom such release is authorized and the period of time for which the release is authorized;
- 4. In response to Generation Owner's request and provision of this authorization, PJM EIS has agreed to provide the NYGATS hourly generation information as specified below, under the terms and conditions specified herein.

⁵ NYGATS Account ID #	⁶ PJM Unit ID #'s	⁷ Plant Unit Name	⁸ Start/End Dates

Such hourly generation information shall be inputted in the NYGATS account identified above on a monthly basis.



- 5. PJM EIS shall register in the NYGATS as a Qualified Independent Party ("QIP"). A QIP is defined in the NYGATS Operating Rules as "a reporting entity that is (1) the control area operator, interconnecting utility, scheduling coordinator, or an independent third-party meter reader and is not affiliated with the owner of the generator for which the entity is reporting; or (2) the control area operator or interconnecting utility and that is affiliated with the generator owner, but having sufficient segregation of duties such that the person performing the Qualified Independent Party duties does not have access to transfer or retire Certificates created for that generator"
- 6. Generation Owner agrees to pay PJM EIS as compensation for providing QIP services rendered under this Inter-Registry Data Request and Authorization fees as specified in Attachment I-1
- 7. Neither PJM, PJM EIS, nor its directors, officers, employees, agents, or representatives shall be liable to, Generation Owner or their directors, officers, employees, agents, or representatives, whether liability arises out of contract, tort (including negligence), strict liability, or any other cause of or form of action whatsoever, for any indirect, incidental, consequential, special or punitive cost, expense, damage or loss, including but not limited to loss of profits or revenues, attorney's fees and costs, and costs of any nature whatsoever, arising from PJM or PJM EIS's performance or failure to perform any of its obligations under this Inter-Registry Data Request and Authorization. To the fullest extent permitted by law, the total liability, in the aggregate, of PJM and/or PJM EIS their officers directors, employees, board members and agents for any and all claims, losses, costs or damages, including attorney's fees and costs, and costs of any nature whatsoever shall be liability. Inter-Registry Data Request and Authorization. To the fullest extent permitted by law, the total liability in the aggregate, of PJM and/or PJM EIS their officers directors, employees, board members and agents for any and all claims, losses, costs or damages, including attorney's fees and costs, and costs of any nature whatsoever related to this Inter-Registry Data Request and Authorization shall not exceed the amount paid to PJM pursuant to Attachment I-1.
- 8. Generation Owner shall at all times indemnify, defend, and save PJM, PJM EIS, its directors, managers, members, shareholders, officers and employees harmless from, any and all damages, losses, claims, including demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties (including but not limited to NYGATS administrators and/or the New York State Energy Research and Development Authority), arising out of or resulting from PJM's and or PJM EIS's performance of its obligations under this Inter-Registry Data Request and Authorization.
- 9. This Inter-Registry Data Request and Authorization shall be in effect for the period of time Generation Owner continues to make timely payments in accordance with the terms contained in Attachment I-1. Should an end date be specified in Section 4 above such a date shall be considered a valid termination date, and PJM EIS shall stop providing data reporting services as of such a date.
- 10. Generation Owner or PJM/PJM EIS may terminate services by providing the other party with thirty (30) days written notice. No refunds of payment shall be issued.



11. I declare that all statements contained herein are true and correct and that I have authority to act on behalf of the Generation Owner in my role as an Officer or authorized Agent of the Generation Owner.

SIGNATURE	Name:
	Title:
	Date:
Directions for Completing "Inter-Registry I	Data Services Request and Authorization"

All information on this Inter-Registry Data Services Request and Authorization
must be typed or neatly printed in blue or black ink as follows:

¹ Fill in the Officer's title/position, i.e. President, Vice President, General Counsel.

- ² Fill in the Generation Owner's full legal name, i.e. ABC Domestic Energy Company, Inc.
- ³ Indicate whether the Generation Owner is a corporation, LLC or partnership.
- ⁴ Populate Generation Owner's business address
- ⁵ Populate NYGATS Account ID number to reference for reporting of hourly generation information.
- ⁶ Populate with PJM Generation Unit ID Numbers
- ⁷ Populate with PJM Generation Plant Unit Name/s
- ⁸ Populate with Start and End date for data services. If no end date please add "Ongoing"

Return the original, completed Consent to: <u>GATSAdmin@pim-eis.com</u>



Attachment I-1

Inter-Registry Data Services Fee Structure

Costs below are per Generating Unit:

Initial Setup Fee	Initial Data Load	Ongoing Data Services
\$500	\$150 / month of historical generation	\$450 per quarter, payable by the 15 th of the first month of each quarter.