

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING MYDATA, YOU AGREE TO THESE TERMS AND CONDITIONS.

1. General. The Puget Sound Energy ('PSE') online service MyData allows PSE to upload, view, create, access and modify data in the EPA Portfolio Manager System. By accepting below or otherwise using this service, you authorize PSE to release energy usage information for your building(s) to appropriate municipalities, state agencies, and federal agencies (specifically including the Environmental Protection Agency 'EPA') pursuant to these terms and conditions and the PSE Building Release Form. Further, you represent that you are A) the building owner or authorized agent for the building that you are enrolling or that is enrolled in MyData, or B) duly authorized to act on behalf of, and with the express consent of, the customer of record; and that you agree to the Terms and Conditions of this agreement ('Agreement').

This service is subject to PSE's filed tariffs and to such changes or modifications by the Washington Utilities and Transportation Commission (WUTC) as it may from time to time direct in the exercise of its jurisdiction.

2. Eligibility. To use PSE's MyData, the utility provider for your building must be PSE, and your meters and information must be properly authorized by PSE. PSE reserves the unqualified right to accept or decline to accept an application to enroll in this service.

3. Fees. PSE does not charge you any fees for using MyData. PSE reserves the right to begin charging fees for this service after reasonable notice is provided to customers using this service.

4. Termination. Notwithstanding any of these terms and conditions, PSE reserves the right, without notice and in its sole discretion, to deauthorize your enrollment in PSE's MyData, and to block or prevent future access to this service.

5. Amendments. The terms of this Agreement may be modified or amended by PSE from time to time. In such event, PSE will provide notice to you in accordance with applicable law, and these terms and conditions will be updated. Any use of MyData after PSE provides you with a notice of change will

constitute your agreement to such change(s). You may terminate this Agreement if you do not agree with any such amendments.

6. Severability. If any provision of these terms and conditions are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.

7. Applicable Law. These terms and conditions shall be governed by and construed in accordance with the laws of the state of Washington, without resort to its conflict-of-law provisions. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be filed only in the state and federal courts located in King County, Wash., and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

8. Disclaimer of Warranties. PSE's MyData and any content, information, software, functions and applets provided on or through this service are made available on an 'as is' and 'as available' basis. PSE does not warrant that this service or any content or services provided in connection with this service will be timely, secure, uninterrupted, or error-free, or that defects in this service or in any content or services provided through this service, as may exist from time to time, will be corrected. PSE will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through this service, any other services, or related content, including those due to communication line failures, or computer viruses associated with the operation of this service. PSE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO PSE'S MYDATA, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE TO USE THIS SERVICE AT YOUR SOLE RISK.

9. Limitation of Liability. IN NO EVENT SHALL PSE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEB SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS WEB SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM PSE, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERROR, DEFECTS, VIRUSES,

DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY (WHETHER IN CONTRACT, WARRANTY TORT-INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED-PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF THE COMPANY'S WEB SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO THE COMPANY FOR ACCESS TO OR USE OF THIS WEB SITE.

10. Use of Electronic Communication. By accepting below or otherwise using MyData, you also agree that any and all notices, disclosures and communications regarding this service between you and PSE, including this Agreement, may be made electronically, in accordance with applicable law. Any electronic notice, disclosure or communication PSE makes will be considered made when transmitted by PSE.

11. Privacy of Information. You acknowledge that PSE will receive certain personal, private and/or confidential information that is not otherwise in the public domain in connection with your use of MyData; and that absent your express authorization, PSE will not rent, sell or otherwise make available to any third party for any reason any of this information, other than to provide MyData services or to comply with applicable laws or regulations, including CPUC or court orders.

For more information, please see the PSE online Privacy Policy. A link to PSE's online Privacy Policy is located at the bottom of each page of PSE.com.

Your click of the 'I Agree' button is a symbol of your signature that the information you have provided is true and correct; that you have read, understand, accept and agree to the terms of this Agreement; and constitutes your representation that you are duly authorized to bind the customer to these Terms and Conditions.