

DUQUESNE LIGHT COMPANY CUSTOMER ACCOUNT NUMBER LOOKUP SYSTEM AGREEMENT

This Duquesne Light Company Customer Account Number Lookup System Agreement (this "Agreement") sets forth the terms and conditions that apply to the use of Duquesne Light Company's (the "Company" or "Duquesne Light") online tool to access certain Customer account information (the "System"). **These terms and conditions are in addition to any and all terms, conditions, rules and regulations that apply to EGS (as defined below) by law or under the EGS's Individual Coordination Agreement Rider to the Duquesne Light Company Electric Generation Supplier Coordination Tariff.**

EGS's execution hereof shall constitute acceptance of the terms and conditions of this Agreement and all instructions related to the System that are now in effect or are hereafter amended.

I. DEFINITIONS

- A. "Customer" means a person or entity having an electric service account with DLC.
- B. "Customer Information" shall mean any data that pertains to a DLC Customer account, including without limitation energy usage information and meter number, personally identifiable information, and any other information pertaining to customer, customer's household, and/or family members.
- C. "DLC" shall Duquesne Light Company.
- D. "EGS" shall mean the undersigned electric generation supplier.
- E. "Rider" is the Individual Coordination Agreement Rider to the Duquesne Light Company Electric Generation Supplier Coordination Tariff between EGS and DLC.
- F. "System" shall mean the online tool by which EGS may obtain a customer's account number or supplier identification number.
- G. "User" shall mean an employee of EGS who uses or is authorized to use the System.

II. THE SYSTEM

A. Grant of License: Upon execution hereof and subject to the limitations set forth hereunder, EGS shall be authorized to access the System solely for the purpose of obtaining the Customer's Duquesne Light Company account number or supplier identification number to be used solely for the purpose of enrolling the applicable customer with the EGS's electric generation service. Such license shall continue in force and effect until terminated as set forth hereunder.

B. System ID, Password and Account Management: Users must use a System ID and password to use the System. The System Sign-up Form which is located on the Company's supplier website permits Users to select a System ID. Because each System ID must be unique for security purposes, DLC may not be able to accommodate User's preference for a System ID. After DLC receives a User's System Sign-up Form, DLC will email the designated User (who is an authorized representative of the applicable EGS) a System ID and temporary password. The temporary password is to be used the first time User logs on to the System. User will be asked to change User's password at that time. The EGS may select any combination of letters and numbers as its password so long as the password has at least six characters and no more than ten characters. Each EGS shall have only one System ID and password and shall ensure that all Users maintain the confidentiality of such System ID and password. Each EGS will maintain the confidentiality of the System ID and Password, ensure that only authorized users are provided knowledge of the account access information, and ensure that only authorized users are allowed to access the Customer Account Number Lookup System for legitimate business purposes as provided for in this Agreement. In addition, in order to address evolving cyber security threats and mitigate the risk of potential compromise of DLC systems and customer data, DLC may at times implement additional security measures such as, but not limited to, individual user accounts at each EGS, designated access management administrators at each EGS, stronger login security controls, monitoring of access and activity; as well as procedures to better coordinate timely provisioning/deprovisioning of individual user accounts and periodic confirmation of authorized users ("recertification"). DLC will communicate any such changes as well as any associated requirements for adhering to such security measures.

C. System Security: EGS agrees that it will not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the System or its content or any portion thereof for any purpose, without DLC's prior written permission. Additionally, EGS agrees that it will not: (i) take any action that imposes, or may impose in DLC's sole discretion an unreasonable or disproportionately large load on the System; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display any content from our System without DLC's prior written permission and the appropriate customer, as applicable; (iii) interfere or attempt to interfere with the proper working of the System; (iv) bypass any robot exclusion headers or other measures DLC may use to prevent or restrict access to the System or attempt to gain system access for any purpose other than authorized execution of the customer account lookup system function and management of authorized system access.

D. NO WARRANTY: THE SYSTEM AND THE CONTENT ASSOCIATED WITH THE SYSTEM ARE PROVIDED TO EGS ON AN "AS-IS" AND "AS AVAILABLE" BASIS. DLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SYSTEM OR THE CONTENT RECEIVED FROM THE SYSTEM. EGS EXPRESSLY AGREES THAT ITS USE OF THE SYSTEM IS AT ITS SOLE RISK. DLC DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE SYSTEM OR ITS CONTENTS, OR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SYSTEM OR ITS CONTENT. IT IS EGS'S SOLE RESPONSIBILITY TO VERIFY THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT. DLC MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE SYSTEM WILL BE AVAILABLE OR THAT THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

E. ACCESS: Access to the System shall be determined at the sole discretion of DLC. DLC, subject to applicable law, reserves the right to modify, suspend or terminate access to the System at any time for any reason without notice. DLC reserves the right to require EGS to change its System ID and/or password or other secure access.

III. EGS WARRANTS AND RESPONSIBILITIES

A. Customer Consent: EGS represents and warrants to DLC that prior to accessing the System and reviewing Customer Information, EGS shall have obtained Customer's written consent and shall retain a copy of such written consent. DLC reserves the right to audit EGS's records to verify compliance with this Agreement.

B. Customer Information Confidentiality: EGS shall access the System only in compliance with Pennsylvania Public Utility Commission regulations, including, without limitation, 52 Pa. Code §54.43. Without limiting the preceding obligation, EGS agrees to treat as confidential and proprietary, and to not disclose to any third party, any Customer Information and shall protect any such information in accordance with industry practices for information security and privacy as well as any applicable compliance/regulatory requirements. EGS may disclose such information as required by law, but not without first giving prompt written notice to DLC and allowing DLC the opportunity to contest the disclosure of such materials before the applicable court or tribunal. EGS warrants and represents that each User has been informed of the obligations contained herein and has agreed to be bound by them. The obligations of confidentiality hereunder with respect to any Customer Information shall continue indefinitely.

C. EGS Indemnification: EGS shall defend, indemnify and hold harmless DLC and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by EGS; (ii) EGS's access or use of the System and any information

obtained through the use of the System; (iii) access or use of the System under any password that may be issued to EGS or a User; and/or (vi) any personal injury or property damage caused by EGS.

IV. DLC LIABILITY, RIGHTS AND REMEDIES

A. **LIMITATIONS ON DLC LIABILITY:** EXCEPT AS PROVIDED BY APPLICABLE REGULATIONS, DLC SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, EGS, USER, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) EGS'S BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) EGS'S ACCESS AND USE OF THE SYSTEM AND ANY INFORMATION OBTAINED THROUGH THE USE OF THE SYSTEM; (III) EGS'S DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE THE SYSTEM FOR ANY REASON; (IV) EGS'S DOWNLOADING OF THE CONTENT OF THE SYSTEM; (V) EGS'S RELIANCE UPON OR USE OF THE CONTENT, OR (VI) ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DLC HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

B. **Injunctive Relief:** EGS acknowledges that DLC and/or its customers may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by EGS or any User, DLC shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post a bond. For purposes of this Section, EGS agrees that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of Allegheny County, Pennsylvania. EGS consents to the jurisdiction of such court and waive any objection to venue of any such action or proceeding in such court.

C. **Termination and Modification of Agreement:** DLC has the right to terminate this agreement at any time, without cause. DLC may send EGS notice of any termination, but DLC is not required to do so unless applicable law requires such prior notice. Once DLC terminates this Agreement, no further access to the System shall be provided. DLC reserves the right to make changes in this Agreement at any time. DLC will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, DLC will determine what notice DLC will give EGS and the method of providing any such notice. EGS may also terminate this agreement at any time by signed written notice. Upon termination, EGS will no longer be able to access the System.

V. MISCELLANEOUS.

A. **Choice of Law and Jurisdiction:** This Agreement shall be governed by, enforced and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to its internal conflict of law principles. Any litigation shall be filed and pursued exclusively in either state or federal court in Pittsburgh, Pennsylvania, and the parties hereto waive any claim based on inconvenient forum or venue, or lack of jurisdiction. Both parties waive any right they may have under applicable law or otherwise to a trial by jury. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

B. **Headings:** The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

C. **Survival:** All covenants, agreements, representations and warranties made in this Agreement, as may be amended by DLC, from time to time, shall survive EGS's acceptance of this Agreement and the termination of this Agreement.

D. **Notice and Communications:** Except as otherwise provided in this Agreement, all notices required to be sent to EGS will be effective when DLC emails or otherwise delivers them to the address that DLC

has for EGS in the Rider. EGS agrees that DLC may send or provide by electronic communication any notice, communication, or disclosure required to be provided to you.

The undersigned, intending to be legally bound hereby, has caused this Agreement to be executed by its duly authorized representatives as of the date and year set forth below.

SmartEnergy Holdings, LLC (Electric Generation Supplier)

By: Lloyd Spencer
Name: Lloyd Spencer
Title: COO
Date: 2/15/2022