

Customer Consumption Data Reporting Agreement

This Customer Consumption Data Reporting Agreement (this "Agreement") is made as of the ____ day of _____, 20____, by and between Baltimore Gas and Electric Company, a Maryland corporation ("BGE"), and _____ (the "Company").

WHEREAS, the Company is a _____ and requests that BGE provide to the Company certain gas and/or electric historical consumption information about customers of BGE; and

WHEREAS, BGE wishes to provide such information to the Company on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements of the parties contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Provision of Customer Consumption Data. Subject to the terms and conditions of this Agreement, BGE shall provide to the Company up to one year's worth of gas and/or electric historical consumption data, broken down by meter reading period, about BGE's customers (the "Customer Consumption Data").

(a) The Customer Consumption Data to be provided by BGE for electric customers shall include at least the following information: (i) the meter reading period; (ii) the kilowatt hour consumption for each meter reading period; (iii) for customers billed a Demand Charge, the maximum demand for each billing period; (iv) the electric capacity and transmission peak load contributions; (v) the electric usage factor; and (vi) for customers with interval meters, the 15-minute kilowatt hour consumption.

(b) The Customer Consumption Data to be provided by BGE for gas customers shall include at least the following information: (i) the meter reading period; (ii) the therm consumption for each meter reading period; (iii) for customers billed a Demand Charge, the maximum demand for each billing period.

2. Customers' Authorization to Release Consumption Data.

(a) The Company understands that the disclosure by BGE of Customer's Consumption Data is subject to the prior authorization and consent of such customer. The Company agrees, and hereby represents and warrants to BGE, that the Company shall seek and obtain the written authorization and consent of all customers who are the subject of a Customer Consumption Data request prior to making such request.

(b) By either accessing BGE's Customer Consumption Data Web (the "CCDW") electronically or by submitting a written request to BGE for the Customer Consumption Data, an authorized representative of the Company is representing that they have obtained the customer's written authorization for the release of the Customer Consumption Data. The Company shall provide BGE with a copy of the customer's authorization upon BGE's request within forty-eight (48) hours. BGE shall have the right, upon reasonable notice to the Company, to audit the Company's books and records to ensure that all necessary customer authorizations have been

obtained, and the Company shall provide BGE with access to its books and records for such purpose. The Company is required to retain customer's written authorization for a period of twelve (12) months following the Company's request for Customer Consumption Data.

(c) BGE reserves the right in its sole discretion (i) to seek to secure a customer's authorization and consent directly; provided, however, that nothing in this Agreement shall require BGE to obtain any customer authorization, it being understood that the Company shall be solely responsible for securing all such authorizations; (ii) to contact customers directly to confirm that customer authorizations have been provided; (iii) to withhold Customer Consumption Data with respect to any customer that has not provided written authorization to the release of such data; (iv) to take any other actions necessary including but not limited to taking the matter before the Maryland Public Service Commission or the courts and (v) to suspend the Company's electronic access to the CCDW for a period of ninety (90) days following a BGE discovery that a customer has not provided written authorization for the release of such data to the Company.

3. Authorized Use and Confidentiality of the CCDW Use of BGE's assigned Company Identification Number (the "CIN") and password is limited to only those persons who have been authorized by the Company to use BGE's CCDW (these "Authorized Persons"). Use of the CIN and password shall be sufficient to verify the Company as the party with the authority to access Customer Consumption Data for customers from whom it has received written authorization.-

The Company shall designate one or more Authorized Persons to perform such functions and/or to view such information as BGE makes available to the Company through the CCDW. BGE shall be entitled to rely upon the Company's representation that any and all Authorized Persons have been delegated the authority by the Company to perform such functions.

The Company shall not disclose to persons other than Authorized Persons, and shall keep completely confidential the CIN and password issued to the Company by BGE. The Company shall be solely responsible for any and all improper use of the CIN and password related to any such unauthorized disclosure by the Company, or former or current Authorized Persons of the Company.

The Company shall immediately inform BGE in writing whenever it desires: (1) to terminate access to the CCDW, or (2) to change the Company's password to the CCDW. The Company shall be solely responsible for any and all unauthorized or otherwise improper use of the CIN and password by Authorized Persons that at some point are no longer employed or controlled by the Company. BGE reserves the right, upon cause, to invalidate the CIN or password. BGE will provide notice and inform the Company as to the reason for the invalidation.

4. Special Load Data Requests (Electric Only). The Company agrees to pay BGE the applicable fees provided for in Rider 9 of BGE's Retail Electric Service Tariff for any Special Load Data Request. The Company will pay the applicable fees by one of the following methods (as checked):

Invoice for Fees – BGE will invoice the Company for the applicable fees, and the Company agrees to make payment in accordance with the terms of the invoice. Bills remaining unpaid by the due date provided on the invoice shall be subject to a late payment

charge of the lesser of 1.5% per month or the highest rate allowed by law applied to all unpaid amounts. If the Company becomes more than ninety (90) days past due in its payments to BGE, BGE may, at its sole option, terminate this Agreement and immediately cease providing the Special Load Data Requests to the Company.

Prepayment of Fees – The Company will prepay the applicable fees in advance of BGE providing the Special Load Data Requests the Company. Payment will be made by check, payable to Baltimore Gas and Electric Company, and will be enclosed with the Company’s written request for the Special Load Data Requests and sent to the address referenced in Section 11 hereof.

BGE reserves the right to change the prices charged hereunder at any time without notice to the Company as a part of changes to BGE’s Retail Electric Service Tariff.

5. Term and Termination. This Agreement shall commence on the date first above written and shall continue in effect until terminated in accordance with the terms hereof. In addition to the termination provision in paragraph 4 hereof, either party may terminate this Agreement upon thirty (30) days’ prior written notice to the other party in whole or in part with respect to any particular customer.

6. Confidentiality. The Company understands and acknowledges that the Customer Consumption Data is confidential and proprietary information. The Company agrees to hold the Customer Consumption Data in confidence and not to disclose or reveal it to any person or entity, other than employees or representatives of the Company who have a need to know, provided that the Company ensures that such employees and representatives abide by the confidentiality provisions of this Agreement. The Company agrees to use the highest standard of care and discretion to avoid disclosure, publication, or dissemination of the Customer Consumption Data. The Company shall be responsible for any further disclosure of the Customer Consumption Data by itself or by its employees or third parties who receive access to the Customer Consumption Data directly or indirectly from the Company.

7. No Representation or Warranty. BGE does not guarantee, or make any representation with respect to, the accuracy of the Consumption Data. BGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER CONSUMPTION DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification. The Company shall protect, defend, indemnify, and hold harmless BGE, its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, expenses, suits, and actions, including without limitation attorneys’ fees (collectively, the “Losses”) that may be asserted against or incurred by BGE arising out of or in connection with the Company’s performance or non-performance of its obligations hereunder, including without limitation any Losses arising out of or in connection with (i) the Company’s use of the Customer Consumption Data; (ii) the Company’s failure to secure any customer authorizations prior to BGE’s disclosure of the Customer Consumption Data; (iii) any misrepresentation by the Company with respect to its receipt of a customer authorization; or (iv) the Company’s failure to comply with the confidentiality obligations of Section 6 hereof.

9. Limitation of Liability. BGE undertakes to perform for the Company only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Agreement against BGE. No provisions hereof shall require BGE to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties for the Company hereunder or to take any action that is prohibited by applicable law or to fail to take any action required by applicable law. In no event shall either party be liable to the other party, whether in contract, tort (including negligence), strict liability, or otherwise for any indirect, incidental, consequential, special, or punitive damages or loss arising out of or resulting from the performance or nonperformance of their respective obligations under this Agreement.

10. Assignment. This Agreement may not be assigned or transferred, whether by operation of law, by merger, or otherwise, nor may any rights or obligations hereunder be delegated, by a party without the prior written consent of the other party; provided, however, that no such consent shall be required for the assignment by BGE to any corporation owned by, or which owns, or which is under common ownership with BGE, or any assignment by BGE by operation of law or to any successor corporation. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the parties hereto.

11. Notices. All notices and other communications hereunder shall be in writing (which shall include electronic transmission), and shall be personally delivered, or sent by e-mail or certified mail, return receipt requested, addressed to the other party at its respective address stated below or at such other address as such party shall from time to time designate in writing to the other party and shall be effective from the date of receipt:

a) If to BGE with respect to electric customers :
Ruth C. Kiselewich
Director – Special Projects & Supplier Services
Baltimore Gas and Electric Company
7225 Windsor Boulevard
Baltimore, Maryland 21244
Fax: (410) 265-4899

with a copy to:
Daniel P. Gahagan
Legal Department, 20th Floor
Baltimore Gas and Electric Company
39 West Lexington Street
Baltimore, MD 21201
Fax: (410) 234-7043

b) If to BGE with respect to gas customers :
Phillip R. Precht
Director, Gas Choice Programs
Baltimore Gas and Electric Company
Spring Gardens
1699 Leadenhall Street
Baltimore, MD 21230-4855
Fax: (410) 291-4936

with a copy to:
Daniel P. Gahagan
Legal Department, 20th Floor
Baltimore Gas and Electric Company
39 West Lexington Street
Baltimore, MD 21201
Fax: (410) 234-7043

If to the Company: _____

E-Mail: _____

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without regard to the conflict of law principles of such state.

13. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, or arrangements, oral or written, between the parties relating to the subject matter hereof. This Agreement shall not be amended or modified except in a written document signed by both parties.

14. Waiver of Jury Trial. THE COMPANY AND BGE HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THE PARTIES PURSUANT HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES IN ANY COURT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Customer Consumption Data Reporting Agreement to be executed as of the day and year first above written.

Baltimore Gas and Electric Company

(Company)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____