

Cascade Natural Gas Corporation ENERGY STAR® Portfolio Manager

Benchmarking Support Terms and Conditions

- 1) Cascade Natural Gas Corporation (“Cascade”) maintains an online data exchange with ENERGY STAR (EPA) Portfolio Manager that allows Cascade to upload, view, create, access and modify data for an existing customer’s account in the EPA Portfolio Manager database. By accepting the Terms and Conditions listed herein, you, Requestor, authorize Cascade to release energy usage and billing data for your building(s) to the appropriate municipalities, state agencies, and federal agencies in compliance with RCW 19.27A.170 or other conservation-related efforts.
- 2) You represent that you are the building owner for these properties or his/her authorized agent. This means you are (i) the Cascade customer of record or an authorized agent of the customer of record or (ii) a building owner or an authorized agent of the building owner of one or more buildings in which Cascade customers (the “Tenants”) reside or do business, and as such, you are authorized to request energy use data from Cascade. If you are a building owner or an authorized agent of the building owner, and there are two (2) or fewer Tenants occupying the building for which you are requesting energy use data, you have provided Cascade with a written authorization in such form as is acceptable to Cascade from all of the Tenants, authorizing Cascade to download usage data to EPA Portfolio Manager database.
- 3) Upon request, up to 24 months of the most recent aggregate energy and cost data will be automatically sent to the EPA Portfolio Manager database in aggregate form via electronic method. Energy data will be provided in Therms. The data for each building will be uploaded under the meter name. Building data for multiple tenants will NOT be delivered in a meter-by-meter breakdown. Multi-tenant building data will be uploaded to an aggregate meter created by the customer.
- 4) The energy usage data provided reflects the amount of energy usage billed by Cascade. Cascade assumes no responsibility for errors, omissions, or out-of-date information. Cascade specifically disclaims any duty to update this data. It is the responsibility of Requestor to monitor data for errors and contact Cascade for review or data resubmission.
- 5) Requestor is solely responsible for notifying Cascade Energy Reporting Inbox of the need to update their list of Natural Gas service addresses/meters associated with the building that are used to generate the consumption and cost data. Such updates may be triggered by, but are not limited to, events such as new construction, remodeling, or demolition of existing units/structures.
- 6) Buildings serviced by Cascade have accounts on a variety of monthly billing cycles. This may result in some accounts having incomplete energy usage and cost data for aggregation of the most recent billing period(s). Cascade makes every attempt to ensure the accuracy of cost data associated with the aggregated consumption. However, due to certain unusual billing situations,

Cascade Natural Gas Corporation ENERGY STAR® Portfolio Manager

Benchmarking Support Terms and Conditions

you understand that there is a possibility that actual cost data may vary from aggregated cost data.

- 7) The ability to make requests or the continuation to receive data uploads will be terminated when building ownership changes or building management changes. You will notify Cascade of any ownership transfers of properties for any building's which usage data is requested. A new contact and request for data will need to be completed under new ownership/management.
- 8) The request is considered complete on behalf of Cascade once data is transmitted from Cascade to the EPA Portfolio Manager database. Cascade is not responsible and will not be held liable for any data changes/manipulations made to the data after the transfer.
- 9) Cascade is providing the consumption and cost data in compliance with state law. You understand that Cascade will not be held responsible/liable for any benchmarking or any ENERGY STAR rating of your buildings.
- 10) Cascade will attempt to acknowledge receipt of each request and respond in a timely manner. If response is delayed requestor may find it necessary to contact Cascade if the delay is more than 5 business days.
- 11) Cascade reserves the right to modify or terminate this agreement at any time.
- 12) Cascade reserves the right to temporarily restrict access to building data if additional information requested from building owner is not received in a timely manner.
- 13) By authorizing the release of this data, Requestor acknowledges that he/she has validated the list of all active meters for which data will be transferred to EPA Portfolio Manager Database and on the associated forms.
- 14) Per EPA's request, Cascade will not perform any weather normalization of the data provided.
- 15) You agree to release and hold harmless Cascade, including its officers, directors, employees, agents, affiliates and assignees, from any liability, claims, demands, causes of action, damages or expenses resulting from any release of information or data to the EPA for the energy performance benchmarking program pursuant to this authorization or the unauthorized use of this information or data by the EPA or other party.
- 16) These terms and conditions shall be governed and interpreted by the laws of the state of Washington. You agree that any action or claim arising out of or related to these terms and conditions shall be filed only in Washington, and you consent and agree to submit to the exclusive jurisdiction of such courts over any action, suit or proceeding arising out of these

Cascade Natural Gas Corporation ENERGY STAR® Portfolio Manager Benchmarking Support Terms and Conditions

terms and conditions. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all other provisions of these Terms shall remain in full force and effect. Cascade's failure to act with respect to a breach of these Terms does not constitute a waiver and shall not limit Cascade's rights with respect to such breach or any subsequent breaches. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

- 17) Cascade makes no express or implied warranties with respect to this online data exchange with ENERGY STAR Portfolio Manager. You expressly agree to use this service at your own risk. ALL INFORMATION PRESENTED IS PROVIDED BY CASCADE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.
- 18) Cascade has the right to access data shared within ENERGY STAR Portfolio Manager to perform analysis of customer energy consumption to promote and evaluate its energy efficiency programs.
- 19) Cascade's name and logos and all other product and service names, marks and slogans are the property of Cascade, and you are not authorized to use such logos, names, marks or slogans in any way or form without prior consent.

By clicking on the 'I Agree to my provider's Terms of Use' button on the Portfolio Manager website I hereby acknowledge: 1) I have read and agree to the above terms and conditions; 2) I am authorized as the building owner or his/her authorized agent to execute this Agreement; 3) I have the authority to authorize the release of the energy and cost data for this/these building(s); 4) I authorize Cascade to automatically generate and upload energy usage and cost data for this/these building(s) to the EPA's Portfolio Manager Website; and 5) the information I have provided is true and correct and that you agree that Cascade may verify this information.