**QUALIFIED REPORTING ENTITY (“QRE”) TERMS OF SERVICE AGREEMENT**

**BALANCING AUTHORITY-QUALIFIED REPORTING ENTITY**

**to**

**GENERATOR OWNER/GENERATOR AGENT**

**Re: Western Renewable Energy Generation**

**Information System (“WREGIS”)**

This **QRE Terms of Service Agreement Balancing Authority-Qualified Reporting Entities to Generator Owner/Generator Agent** (“QRE Service Agreement” or “Agreement”), by and between the **California Independent System Operator Corporation**, a California nonprofit public benefit corporation (“ISO” or “BA-QRE Party”), having its principal place of business at 250 Outcropping Way, Folsom, California 95630, and ***the Generator Owner or Generator Agent listed on the QRE Service Request Application***(“Generator Owner/Agent”), and is dated as of the date executed by the CAISO on the QRE Service Request Application (“Effective Date”). Generator Owner/Agent and the ISO are referred to herein individually as a “Party” and collectively as the “Parties.”

**RECITALS**

1. The Western Renewable Energy Generation Information System (“WREGIS”) is an independent and automated web-based renewable energy registry and tracking system that receives Data on renewable energy generation, creates merchantable renewable energy certificates (“RECs” or “Certificates”), registers the transfer of Certificates within and without the WREGIS system, and allows reporting on such transfers. When used herein, “WREGIS” is meant to encompass all hardware, software, and interfaces that are used in the operation of and/or that comprise the system and are made available to Account Holders by Western Electricity Coordinating Council (“WECC”) under this Agreement. A Certificate is created in increments of one megawatt hour (MWh) of reported renewable energy generation.
2. WREGIS covers the same geographic region as the Western Interconnection and the WECC. WREGIS is governed by a WREGIS Committee, which is a Board Committee of WECC, and implemented by a WREGIS Director and Staff.

a. The terms and conditions of WREGIS operation and participation are set forth in those documents known as the Operating Rules (“Operating Rules”) and Interface Control Document (“Interface Control Document” or “ICD”) which are posted on the WREGIS Website at http://www.wregis.org. The ICD contains the protocol for collecting and transferring generation data from QREs to WREGIS for the purpose of creating WREGIS certificates. Among other things, the ICD identifies the generating unit types, reporting frequency, data file formats, communication protocols, user/system interaction for reporting generating data, and security requirements.

b. Parties who establish Accounts to use WREGIS must execute an “Account Holder Registration Agreement,” also known as “Terms of Use” or “TOU.” WREGIS accounts can be accessed only by using the secure WREGIS Website.

c. Under the Operating Rules, all Generator Owners that desire to participate in WREGIS for the purpose of obtaining recognition of their renewable energy generation by the creation of WREGIS certificates must register with WREGIS. Such Generator Owners must execute an Account Holder Registration Agreement, referenced above.

3. Under the Operating Rules, when a Generator Owner registers with WREGIS, it must specify how its data will be reported. One option is to have a Qualified Reporting Entity (“QRE”) report its generation data to WREGIS.

a. Some Generator Owners or their duly authorized agents may agree with their Balancing Authority for the Balancing Authority to act as their QRE in order to report their respective Output to WREGIS. A Balancing Authority Account Holder may report Output on behalf of Generator Owners or their duly authorized agents that have designated the Balancing Authority Account Holder as their QRE.

b. A Balancing Authority may be in a unique position to act as a QRE and provide a Generator Owner’s data to WREGIS because the Balancing Authority may already be collecting data for other purposes. The party designated in this Agreement as a BA-QRE is a Balancing Authority which acts as a QRE for WREGIS.

4. The ISO is a Balancing Authority with respect to the ISO-controlled grid.

a. Under the Operating Rules, QREs must also register with WREGIS in order to report data to WREGIS on behalf of Generator Owners. Such QREs shall also execute an Account Holder Registration Agreement.

b. As of the Effective Date of this Agreement, the ISO has entered into an Account Holder Registration Agreement and has qualified as a WREGIS QRE.

5. Under the Operating Rules, it is the Generator Owner’s responsibility to direct a QRE to release generation data to WREGIS. In order for the Generator Owner’s data to be reported by a QRE, the Generator Owner must give its permission to the QRE to provide the data to WREGIS. Under the Operating Rules, Generator Owners may assign their rights to register their generating unit(s) and to have their data sent from a QRE to WREGIS.

6. Generator Owner/Agent desires to have ISO act as a QRE to report Generator Owner/Agent Data and/or Output to WREGIS.

NOW, THEREFORE, Generator Owner/Agent hereby acknowledges and agrees to the following terms and conditions:

**OPERATIVE TERMS**

**1. Definitions.**

a. Unless otherwise defined in this Agreement or in any attachment or appendix hereto, all defined terms, including the following terms, shall have the respective meanings set forth in the Operating Rules and/or in Attachment 1 *[Definitions]* of the Account Holder Registration Agreement:

i. “Accounts”

ii. “Account Holder”

iii. “Balancing Authority” or “BA”

iv. “Certificate” or “WREGIS certificate”

v. “Data”

vi. “Generator Owner”

vii. “Generator Agent”

viii. “Generating Unit”

ix. “Interface Control Document” or “ICD”

x. “Operating Rules”

xi. “Output”

xii. “Qualified Reporting Entity” or “QRE”

xiii. “Subaccounts”

xiv. “Terms of Use,” which is an alternate reference to the “Account Holder Registration Agreement”

xv. “WECC”

xvi. “WREGIS Director”

xvii. “WREGIS Website”

b. The following terms are defined in this Agreement to have the following meanings:

i. “Generator Owner/Agent” means either a “Generator Owner” or a “Generator Agent” as those terms are defined in the Operating Rules;

ii. ”Balancing Authority-Qualified Reporting Entity” (or “BA-QRE”) means a “Balancing Authority,” as defined in Attachment 1 to the Terms of Use, which is acting as a “Qualified Reporting Entity,” as defined in the Operating Rules;

iii. “ISO Tariff” means all operable provisions of the California Independent System Operator Corporation tariff;

iv. ”QRE Services” means all of the services that the ISO shall provide to Generator Owner/Agent related to reporting Data and Output information to WREGIS under the terms of this Agreement.

**2. Representations and Warranties.**

a. Generator Owner/Agent Representations and Warranties. Generator Owner/Agent hereby represents and warrants that:

1. The Generator Owner/Agent holds legal title to each and every of the Generating Unit(s) designated on Attachment 1 or has been duly designated as the Generator Agent for each and every of the Generating Unit(s) designated on Attachment 1.
2. The undersigned representatives of Generator Owner/Agent have the requisite legal authority to sign this Agreement on behalf of Generator Owner and to bind the Generator Owner/Agent to carry out all of the terms of this Agreement.
3. Generator Owner/Agent hereby grants to Balancing Authority- Qualified Reporting Entity Party sole and exclusive permission and authority to report Data and Output to WREGIS and warrants and represents that neither the Generator Owner/Agent nor any other person or entity acting on behalf of the Generator Owner/Agent has granted, or will hereafter grant (during the term of this Agreement) any similar data reporting authority or permission to any other QRE or WREGIS Account Holder or to any other party or Agent for use in WREGIS, or any other energy tracking system, for each and every one of the Generating Unit(s) designated in Attachment 1.
4. **Permissions and Limited Confidentiality Waiver.**

a. Grant by Generator Owner/Agent. Generator Owner/Agent hereby grants to, permits, and authorizes the ISO the following:

1. BA-QRE Party is hereby authorized to communicate and transact with WREGIS as Generator Owner/Agent’s sole and exclusive reporting source of generation data for any and all of the Generating Units specified in Attachment 1, and WREGIS is hereby authorized to communicate and transact directly with BA- QRE Party regarding any generation data issues for any and all of the Generating Units specified in Attachment 1. BA-QRE Party is hereby authorized to act on behalf of Generator Owner/Agent, but only to the extent that BA-QRE Party has lawful, contractual access to WREGIS.
2. BA-QRE Party is hereby authorized to provide WREGIS with all generation data for all Generating Unit(s) specified in Attachment 1 that WREGIS requires, including, but not limited to, data required for preparation of required reports and billing.
3. BA-QRE Party is authorized to undertake all actions which are reasonable and necessary to carry out the obligations set forth in subsections (i) and (ii) above.

b. The rights and responsibilities specified in parts (i), (ii), and (iii) above apply only to those Generator Owner Generation Unit(s) specified on Attachment 1 to this Agreement and not to any other Generation Unit(s) of Generator Owner/Agent.

c. The rights and responsibilities specified in parts (i) and (ii) and (iii) above are the only rights and responsibilities with respect to which BA-QRE Party is authorized to act on behalf of Generator Owner/Agent, and Generator Owner/Agent retains all other rights and responsibilities and all other obligations to WREGIS.

d. Generator Owner/Agent acknowledges that i) the ISO Tariff provides that certain information provided by Generator Owner/Agent (or other parties on behalf of the Generator Owner) with respect to the Generator Owner and Generation Units are confidential; and that ii) such ISO Tariff confidentiality provisions may extend to Generator Owner Data and Output information covered under the scope of this Agreement and intended by this Agreement to be reported by the ISO as the BA-QRE Party reporting to WREGIS. Accordingly, Generator Owner/Agent waives all applicable provisions of the ISO Tariff which require ISO to hold confidential information with respect to the Generator Owner and the Generating Unit(s) specified on Attachment 1, to the extent necessary for ISO to report, as a QRE, generation Data and Output regarding the Generation Unit(s) and to carry out the ISO’s obligations under this Agreement. This provision shall survive any termination of this Agreement.

1. **Duties of the Parties With Respect to Data and Certificates.**

a. Obligations of Generator Owner/Agent.

1. Generator Owner/Agent shall report and provide to the ISO accurate and complete generation Data and Output information for each and every Generating Unit(s) specified in Attachment 1. Generator Owner shall send the Data and other Output Information in a format and in compliance with any protocols which the ISO may specify to Generator Owner/Agent as necessary and/or convenient for conveying and reporting the Data and/or Output information.
2. The Generator Owner/Agent acknowledges and agrees that it has a continuing duty to immediately notify BA-QRE Party, if and when any generation Data and/or Output information has been sent in error or ceases to be truthful, accurate, or complete and to supply the corrected data as soon as practical, but not later than ten (10) business days from the date the Generator Owner/Agent discovers that discrepancy in the Data and/or Output information.
3. The Generator Owner/Agent acknowledges and agrees that it is solely responsible for the payment directly to WREGIS of any and all WREGIS fees and costs that are required to register Generator Owner/Agent’s Generating Unit(s) and, to the extent the Generator Owner is a WREGIS Account Holder, Generator Owner/Agent is responsible for the payment directly to WREGIS of all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Generator Owner/Agent acknowledges and agrees that the ISO shall have no obligation to advance or make payment of WREGIS fees or costs on Generator Owner/Agent’s behalf. This provision shall survive any termination of this Agreement. Upon request by the ISO, Generator Owner/Agent shall provide the ISO with evidence of payment of WREGIS fees and costs; and Generator Owner/Agent agrees that failure to provide such information to ISO, upon request, shall constitute an event of default under this Agreement.
4. Generator Owner/Agent will be solely responsible to make arrangements and registrations and for entering into any such agreements that are necessary to establish transfer of Certificates directly to proper Accounts or Subaccounts of Generator Owner/Agent. Generator Owner/Agent agrees that such arrangements shall preclude the need for the ISO to act as custodian of such Certificates or to be responsible in any way to hold such Certificates in any Account or Subaccount of BA-QRE Party or bear any responsibility, possession, obligation, or risk of loss with respect to Certificates created, held, or owned, with respect to the Generation Units listed on Attachment 1. This provision shall survive any termination of this Agreement.

b. Obligations of the ISO as BA-QRE Party.

1. BA-QRE Party shall specify for the Generator Owner/Agent the protocols, reporting frequency, data file formats, and communication protocols for reporting generating Data, or Output, as necessary.
2. BA-QRE Party shall timely report to WREGIS the Generator Owner/Agent Data and/or Output information as specified in the most current WREGIS Interface Control Document (ICD) so that Certificates can be accurately and timely created for Generator Owner/Agent’s Generating Unit(s) identified in Attachment 1.
3. BA-QRE Party shall not use or disclose Generator Owner/Agent generation Data for any other purpose than reporting the Data to WREGIS (except as may be required by law or a court of competent jurisdiction or as required under the terms of an existing agreement between the Parties). BA-QRE Party shall not use Generator Owner generation Data for any other purpose including, but not limited to, the use, sale, or other disposition of said information to any third parties for any reason (except as may be required by law or a court of competent jurisdiction or as required under the terms of an existing agreement between the Parties).

a. Provided, however, that the Parties acknowledge that the ISO is a Balancing Authority and that, in connection, with the ISO’s carrying out of its obligations and business practices as a Balancing Authority, and/or pursuant to applicable ISO Tariff provisions, Generator Owner/Agent and/or Generating Unit information and Data and Output may be used, stored in computer information systems, and/or disclosed to third parties. The Parties therefore agree that nothing in this Agreement shall operate to diminish, nor shall this Agreement extend to, BA-QRE Party’s use, retention, or disclosure of Generator Owner/Agent or Generation Unit information (including information within the scope of this Agreement) in connection with BA-QRE Party’s carrying out of its obligations and business practices as a Balancing Authority and/or activities undertaken pursuant to applicable ISO Tariff. This provision shall survive any termination of this Agreement.

1. BA-QRE Party is responsible for its own registration with WREGIS. The Parties acknowledge that, under the Terms of Use and/or Operating Rules, Balancing Authorities which act as QREs are not required to pay any Annual Fee to WREGIS in connection with the BA-QRE Party’s establishment or maintenance of BA- QRE’s status as a WREGIS Account Holder.
2. BA-QRE Party shall not be responsible for handling, account administration, transfer, evidence of, or any determination of Generator Owner/Agent Certificate ownership or any other obligations for Certificates of Generator Owner/Agent with regard to Certificates; and Generator Owner/Agent shall bear all responsibility for such handling, account administration, evidence of, or any determination of Generator Owner/Agent Certificate ownership and all other obligations pertaining to creation and ownership of such Certificates. This provision shall survive any termination of this Agreement.
3. **Term and Termination.**
4. Term. The term of this Agreement shall commence upon the later of the following dates:
   * 1. The date of execution of the QRE Service Request Application.
     2. The resource effective date as established by ISO Meter Engineering and Analysis.

1. The term shall continue until December 31st of the calendar year (“Initial Term”). The Term shall automatically renew for successive one (1) year (twelve (12) continuous months) terms, unless terminated by written notice by either Party. (Either the Initial Term or subsequent terms shall be referred to as the “Term.”)

c. Termination. Either Party may immediately terminate this Agreement, without cause, by providing written notice of such termination to the other Party.

d. Effect of Termination and Survival of Terms. If this Agreement is terminated, the rights and obligations of the Parties shall terminate, except as to those provisions which state that the provision shall survive termination of this Agreement.

1. **Notices.**

All notices or communications required to be given under this Agreement shall be in writing, which may be accomplished by email or facsimile, provided that a hard copy is sent via overnight courier within one (1) day of such communication or via certified mailed to the address specified in this Agreement.

**Notice to ISO:**

California ISO

QRE Coordinator

250 Outcropping Way, Folsom, CA 95630

Email: [edas@caiso.com](mailto:edas@caiso.com)

1. **Modifications to This Agreement.**
2. Modifications or Amendments Initiated by the ISO. The ISO may modify or amend this Agreement at any time as follows: The ISO shall provide Generator Owner/Agent with a minimum of fifteen (15) business days’ prior written Notice of Proposed Modification/Amendment, which shall contain the terms of the proposed modification or amendment. Such 15-day period is intended to provide Generator Owner/Agent with the opportunity to consider the proposed modification or amendment and to offer written comment to the ISO regarding the terms of the modification or amendment. At the conclusion of such 15-day notice period, the ISO shall provide Generator Owner/Agent with Notice of Modification/Amendment which shall contain the final modification or amendment to this Agreement, which shall become effective no earlier than 15 days from the date of the Notice of Modification/Amendment. Thereafter, the Generator Owner/Agent may elect to terminate this Agreement by providing written notice of termination to the ISO. By providing Data and/or Output information to the ISO after the effective date of the modification or amendment, Generator Owner/Agent shall be deemed to have accepted the terms of the modification or amendment and, upon request by the ISO, shall provide the ISO with a signed counterpart to such Notice of Modification/Amendment to acknowledge and memorialize Generator Owner/Agent’s acceptance of such modification/amendment. (Such modification/amendment shall be labeled as “Modification/Amendment Effective [*with corresponding effective date]*.)
3. Modifications or Amendments Other than Those Initiated by the ISO. Modifications or amendments to this Agreement other than those initiated by the ISO under subsection (a) above may only be made by written agreement signed by both of the Parties. Like modifications or amendments made by Subsection (a), such amendments created by this Subsection (b) shall be labeled as “Modification/Amendment Effective [*with corresponding effective date]*.
4. Attachment 1 may be amended by the ISO and the Generator Owner/Agent at any time as follows:
5. Generator Owner/Agent shall deliver to the ISO a written notice and *proposed* amended Attachment 1, which shall identify additional Generation Units or restate those units that the Generator Owner/Agent desires to be the subject of the QRE services under this Agreement. In the case of additional units, the Generator/Owner shall include a written attestation by a representative of Generator Owner/Agent that Generator Owner/Agent has duly registered the Generation Units with WREGIS and has paid WREGIS all fees and costs related to registering of the Generation Unit(s).
6. The ISO shall review the proposed amended Attachment 1 and shall determine whether it is practicable for the ISO to provide QRE Services, with respect to such units.
7. If the ISO determines that it shall agree to provide QRE Services for such additional Generator Unit(s) (and/or, if the ISO agrees to the restatement of Generation Unit(s)) on the proposed Attachment, then the proposed Attachment 1 shall become the Amended/Restated Attachment 1, which shall become an amendment or modification to this Agreement.

c. Costs and Fees for QRE Services to Generator Owner/Agent. Generator Owner/Agent acknowledges that, as of the date of execution of this Agreement, the ISO is providing QRE Services under this Agreement without cost, other than any out-of-pocket cost that the ISO may incur to third-parties (including WREGIS) as necessary and/or convenient to carry out the obligations of a QRE under this Agreement (and Generator Owner/Agent agrees to bear such out-of-pocket costs). Generator Owner/Agent acknowledges and agrees, however, that should the ISO determine to charge Generator Owner/Agent such reasonable charges to reimburse the ISO for employee personnel expenses for time expended, supplies, and other costs related to the ISO’s providing of QRE Services under this Agreement, then Generator Owner/Agent shall pay to the ISO such amounts as the ISO may charge.

1. **Events of Default; Remedies; Non-waiver of Default.**
2. Events of Default**.** The occurrence of any of the following shall be considered an "Event of Default":
3. BA-QRE Party fails to correctly transmit Generator Owner generation Data and/or Output information to WREGIS or fails to keep its registration current with WREGIS and thereby can no longer report Generator Owner generation data to WREGIS, which default is not substantially cured within thirty (30) calendar days after written notice by Generator Owner/Agent to BA-QRE Party, specifying such default provided, however, that if such default shall be such that it cannot be remedied by the defaulting party within such thirty (30) calendar day period, it shall not constitute an Event of Default if corrective action is commenced by the defaulting party within such period and diligently pursued by the defaulting party until the default is remedied.
4. BA-QRE Party discloses Generator Owner generation Data or Output information in violation of the terms of this Agreement.
5. Generator Owner/Agent fails to report generation Data or Output information to the BA-QRE Party for one or more of the Generating Unit(s) specified in Attachment 1 or Generator Owner/Agent fails to send the data in a format and use the protocols specified by the BA-QRE Party.
6. Generator Owner/Agent is delinquent in payment to WREGIS of any WREGIS fees for registration or maintenance of Accounts or Subaccounts, which payment impairs the ability of the ISO to report Generator Data, Output, or other information to WREIGS regarding the Generation Units on Attachment 1, which delinquency continues for a period of thirty (30) days.
7. Failure by Generator Owner/Agent to comply with a request by the ISO to provide evidence of payment of WREGIS fees pertaining to any Generating Unit referenced on Attachment 1.
8. Either Party knowingly or intentionally falsifies or misrepresents any Data, Output information, or other information required by WREGIS.

vii. Either Party fails to perform any covenant, duty, or obligation under the terms of this Agreement (including the failure of any warranty or representation set forth in Section 2 [*Representations and Warranties*] above), which failure is not substantially cured within five (5) business days after written notice is given by the non-defaulting party to the defaulting Party specifying such default provided, however, that if such default shall be such that it cannot be remedied by the defaulting party within such five (5) business day period, it shall not constitute an Event of Default if corrective action is commenced by the defaulting Party within such period and diligently pursued by the defaulting Party until the default is remedied.

1. Remedies for Events of Default.

i. Subject to the provisions of Section 9 [*Limitation of Liabilities; Waiver of Damages; Release*] hereof, if an Event of Default occurs and is continuing, the non-defaulting Party may exercise any remedies available to it at law, in equity, or otherwise, including but not limited to, termination of this Agreement or the right to seek injunctive relief to prevent irreparable injury to the non- defaulting party.

ii. Each Party acknowledges that, in the event that the non- defaulting party seeks injunctive relief, money damages would not adequately compensate the other Party in the event of a breach by such Party of its obligations hereunder.

1. Non-waiver of Default. The failure or delay of either Party in exercising any of its rights or remedies shall not constitute a waiver thereof. No waiver of any Event of Default shall be deemed to be a waiver of any other Event of Default.
2. **Limitation of Liabilities; Waiver of Damages; Release.**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, GENERATOR OWNER/AGENT ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM

(1) THE FAILURE TO SEND DATA IN A FORMAT SPECIFIED BY THE ISO,

(2) THE FAILURE TO USE PROTOCOLS SPECIFIED BY THE ISO AND/OR

(3) THE SENDING OF ERRONEOUS, UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE GENERATING DATA TO BA- QRE PARTY OR THE SENDING OF ERRONEOUS, UNTRUTHFUL, INNACURATE, AND/OR INCOMPLETE DATA BY ISO TO WREGIS.

IN NO EVENT SHALL THE ISO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT LOSS OR DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTIONS OF THE ISO (AND/OR ITS CONTRACTORS, AGENTS, AND EMPLOYEES), REGARDLESS OF WHETHER SUCH CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

ACCORDINGLY, THE ISO WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ECONOMIC LOSS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF SAVINGS OR REVENUE, LOSS OF GOODWILL, THE CLAIMS OF THIRD PARTIES (INCLUDING CUSTOMERS AND SHAREHOLDERS OR OTHER EQUITY OWNERS), PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE GENERATOR OWNER/AGENT OR ANY THIRD PARTIES, EVEN IF BA-QRE PARTY HAS BEEN NOTIFIED BY GENERATOR OWNER/AGENT (OR BY ANY THIRD PARTY) OF SUCH DAMAGES.

THE ISO DISCLAIMS ANY LIABILITY FOR AND GENERATOR OWNER/AGENT WAIVES ANY CLAIM FOR LOSS OR DAMAGE RESULTING FROM ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ANY PART OF WREGIS OR THE REPORTS, CERTIFICATES OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO WREGIS USING GENERATOR OWNER/AGENT SUPPLIED GENERATION DATA, WHETHER OR NOT SUCH ERRORS, OMISSIONS OR INACCURACIES ARE DUE TO ERRONEOUS, UNTRUTHFUL, INCOMPLETE, OR INACCURATE INFORMATION INPUT BY BA-QRE PARTY INTO WREGIS.

GENERATOR OWNER/AGENT HEREBY RELEASES BA-QRE PARTY AND ANY OF ITS CONTRACTORS, AGENTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY WITH RESPECT TO DAMAGES OR INJURIES INCURRED BY GENERATOR OWNER AS RELATES TO THE FOREGOING.

ACCORDINGLY, GENERATOR OWNER/AGENT ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF BREACH OF THIS CONTRACT OR ANY OTHER ACTION RESULTING IN LOSS OR POTENTIAL LOSS OR DAMAGE TO GENERATOR OWNER/AGENT, THE SOLE RECOURSE TO GENERATOR/OWNER IS TERMINATION OF THIS AGREEMENT.

GENERATOR OWNER/AGENT FURTHER HEREBY ACKNOWLEDGES AND AGREES THAT ITS RELEASE OF THE ISO IN THIS AGREEMENT CONSTITUTES A GENERAL RELEASE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

1. **Indemnification.**
2. Except in the case of any state agency or governmental entity for which the indemnification of contracting Parties is not permitted by law, Generator Owner/Agent agrees to defend, indemnify, and hold harmless the ISO and its directors, officers, employees, and agents from and against any and all claims (including third-party claims); causes of action, whether in contract, tort, or any other legal theory (including strict liability); demands; damages; costs; liabilities,; losses and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever, whenever arising (hereinafter "Losses"), arising out of, resulting from, attributable to, or related to Generator Owner/Agent generation Data our Output for:
3. any inaccuracy, error, or delay in or omission of (i) any Data, information, or service, or (ii) the transmission or delivery of any Data, information, or service;
4. any interruption of any such Data, Output, information, or service (whether or not caused by the ISO); or
5. any financial, business, commercial, or other judgment, decision, act, or omission made by any person or entity based upon or related to the information.
6. Notwithstanding the foregoing, the Generator Owner/Agent shall have no duty to defend, indemnify, or hold harmless the ISO or its directors, officers, employees, and agents from and against any Losses to the extent that
7. the Losses are caused by the conduct of BA-QRE Party, and
8. there has been a final determination by a court of law, including any appeal there from, that said conduct amounted to negligence or willful misconduct, and the court has entered a judgment against the ISO and in favor of Generator Owner/Agent for the amount of such Losses.

c. This Section shall survive any termination of this Agreement.

1. **No Assignment, Transfer, or Encumbrance.**

Neither this Agreement nor any rights under this Agreement may be assigned, sublicensed, encumbered, pledged, mortgaged, or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

1. **Force Majeure.**

Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes, or other labor disturbances, riots, embargoes, transportation contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are beyond the claiming Party’s reasonable control and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided.

1. **Severability.**

If any part of this Agreement is held to be unenforceable or illegal by a court of law or governmental agency with jurisdiction over the matter, such holding shall not affect the validity of the other parts of the Agreement, which will at all times remain in full force and effect.

1. **Governing Law.**

This Agreement shall be governed by the laws of the State of California, without regard to its rules on conflicts of laws, and the Parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement.

1. **Entire Agreement and Conflicts.**
2. This Agreement, including any and all attachments or exhibits attached hereto, constitute the entire agreement of the Parties and supersedes any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements and any and all other communication. Should there be a conflict between the terms of this Agreement and the WREGIS Terms of Use, the Operating Rules and/or the Interface Control Document, the terms of the WREGIS Terms of Use, the Operating Rules and/or the Interface Control Document shall prevail. This Agreement shall be available on the ISO website. Any modifications to or discrepancies between the form Agreement posted online as of the date of signing and the submitted Agreement shall automatically void the submitted Agreement.
3. Notwithstanding the foregoing Subsection (a), no provision in this Agreement (with the exception of Section 3(f) of this Agreement [*Permissions and Limited Confidentiality Waiver*]), the Terms of Use, the Operating Rules, or the ICD shall operate to:

i) obligate the ISO to undertake any action in violation of the

ISO Tariff; or

ii) alter or diminish any term, condition, or covenant of any Participating Generator Agreement entered into between any generator owner or operator and the ISO pertaining to any of the Generating Units set forth in Attachment 1. This provision shall survive any termination of this Agreement.

1. **Relationship of the Parties.**

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.