

Agreement to Terms of use Data Miner 2

This Agreement (“**Agreement**”) is entered into by and between you (“**You**”) and PJM Interconnection, L.L.C. (“**Company**” or “**PJM**”) whereby You agree to be bound by these Terms of Use. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of PJM’s Data Miner 2 (the “**Tools**”), including any content (“**Data**”), functionality, and services offered on or through the Tools, whether as a guest or a registered user. By using the Tools, you agree to abide by these Terms of Use and our Privacy Policy, found at <https://pjm.com/about-pjm/legal.aspx>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you may not access or use the Tools. PJM may revise and update these Terms of Use from time to time in its sole discretion.

All changes are effective immediately when posted, and apply to all access to and use of the Tools thereafter. Your continued use of the Tools following the posting of revised Terms of Use means that you accept and agree to the changes. PJM will publish notice of changes to these Terms of Use so you are aware of any changes, as they are binding.

All capitalized terms have the meaning as defined in the PJM Governing Agreements unless otherwise defined herein.

1. Permitted Use. Subject to Section 2 below, you may use the Data and the Tools for your internal business use or commercial purposes, including publishing and making derivatives of the Data, Members may republish data, however non-members are specifically prohibited from republishing data.

2. Use Restrictions. You may not (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data; (ii) remove any proprietary notices that may be included or contained within the Data or the Tools; (iii) access the Tools more than six-hundred (600) times per minute for Members and six (6) times per minute for non-members; or (iv) use the Data or Tools in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, including PJM, or that violates any applicable law.

3. Violation. Violation of these Terms of Use will result in suspension of access to the Tools.

4. Reservation of Rights. PJM reserves all rights not expressly granted to You in this Agreement. Except for the limited rights of use expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to You or any third party, any intellectual property rights or other right, title, or interest in or to the Data or Tools.

5. Fees and Payment. In exchange for access to the Tools, You agree to abide by these Terms of use. In addition, You may be granted access to the Tools by virtue of your Member or Associate Member status in PJM.

6. Data Security. You shall use all reasonable legal, organizational, physical, administrative, and technical measures, and security procedures to safeguard and ensure the security of the Data and to protect the Data and Tools from unauthorized access, disclosure, duplication, use, modification, or loss.

7. Intellectual Property Ownership. You acknowledge that, as between You and PJM, PJM owns all rights, titles, and interests, including all intellectual property rights, in and to the Tools. You further acknowledge that: (a) each of the Tools is an original compilation of Data and is protected by United States copyright laws; (b) PJM has dedicated substantial resources to collect, manage, and compile the Data; and (c) each of the Tools constitutes trade secrets of PJM.

8. Disclaimer of Warranties and Limitation of Liability. EACH OF THE TOOLS AND THE DATA IS PROVIDED "AS IS" AND PJM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PJM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PJM MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. IN NO EVENT WILL PJM BE LIABLE FOR ANY REASON, INCLUDING FOR AN EVENT OF FORCE MAJEURE, UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER PJM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

9. Indemnification. In addition to and not limiting the indemnity provisions set forth in the Operating Agreement, Section 16 and the Open Access Transmission Tariff, Section 10, to which you agree to be bound, You shall indemnify, hold harmless, and, at PJM's option, defend PJM from and against any losses resulting from any Third-Party Claim based on Your: (i) negligence or willful misconduct; (ii) use of the Data in a manner not authorized by this Agreement; (iii) your provision of Data or access to the Tools to any third party; or (iv) any derivative created by you based on the Data or Your use of the Tools.

10. Miscellaneous.

(a) Survival. Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8(d) and Section 5, Section 6, Section 7, Section 9, and Section 10.

(b) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) Assignment. You may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of PJM. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(d) Export Regulation. The Data may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Data available outside the US.

(e) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(f) Order of Precedence. In the event of any inconsistency between the statements in these Terms of Use and the PJM Governing Agreements, the PJM Governing Agreements shall control.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the city of Norristown and County of Montgomery, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.