

**EXH. GA-10C
DOCKETS UE-240004/UG-240005
2024 PSE GENERAL RATE CASE
WITNESS: GILBERT ARCHULETA**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

**Docket UE-240004
Docket UG-240005**

**NINTH EXHIBIT (CONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

GILBERT ARCHULETA

ON BEHALF OF PUGET SOUND ENERGY

REDACTED VERSION

FEBRUARY 15, 2024



ORDERING DOCUMENT

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA
 94065

Name	Puget Sound Energy Inc	Contact	Thomas Smith
Address	19900 North Creek Parkway Bothell WA 98011	Phone Number	3602020095
		Email Address	thomas.smith@pse.com

Consulting / Professional Services Fees	Quantity	Term	Net Fee
B87477 - Oracle Utilities Opower Customer Classification File Data Integration Fee			

New Subscription: Upon Cloud Services Start Date (Months 1 - 60)

Service Period: 60 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87442 - Oracle Utilities Opower Peak Management: Behavioral Demand Response Cloud Service - 100 in Customer Count	NORTH AMERICA				
B87444 - Oracle Utilities Opower Peak Management: Add 5 Events - 100 in Customer Count	NORTH AMERICA				
B89131 - Oracle Utilities Opower Channel Fee - Printing & Mailing Services (USA) - Report	NORTH AMERICA				
B89132 - Oracle Utilities Opower Channel Fee - Postage for Print & Mail - No Mark Up (USA) - Report	NORTH AMERICA				
Subtotal					

Update Subscription: 12 Months from Cloud Services Start Date (Months 13 - 60)

Service Period: 48 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B87442 - Oracle Utilities Opower Peak Management: Behavioral Demand Response Cloud Service - 100 in Customer Count	NORTH AMERICA				

Fee Description	Net Fee
Cloud Services Fees	
Consulting / Professional Services Fees	
Net Fees	
Total Fees	

A. Terms of Your Order

1. Applicable Agreement:

a. Oracle Cloud Services Agreement US-CSA-CPQ-120292 effective 05-JAN-2017

2. Cloud Payment Terms:

a. Net 30 days from invoice date

3. Cloud Payment Frequency:

a. Quarterly in Advance

4. Currency:

a. US Dollars

5. Offer Valid through:

a. 31-MAR-2023

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

8. Customer Reference

a. Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

B. Additional Order Terms

1. Named Communities

Subject to the terms of the ordering document, master agreement, and services descriptions, Oracle will provide reasonable assistance with prioritizing the participation of "Named Communities" in the Behavioral Demand Response Program, SKU B87442. "Named Communities" are defined and identified by PSE and supplied to Oracle in the Customer Classification File SKU B87477. On a mutually-agreed semi-annual schedule and upon Your written request, Oracle will provide "Named Communities" participation rates in the program. PSE agrees to provide Oracle with mutually-agreeable scheduled updates, no less frequent than every six (6) months, utilizing the Opower Customer Classification File, SKU B87477, to provide Oracle with PSE's "Named Communities". For avoidance of doubt, Oracle is not subject to the engagement, and reporting, and any other energy assistance-related requirements of the Washington Clean Energy Transformation Act, and You agree that You are solely responsible for compliance with such statutory requirements.

2. Segmentation

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

3. Terms for Consulting/Professional Services

Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services You have ordered, or in an exhibit specifying the consulting/professional services You have ordered, the fees for services and any applicable taxes may be invoiced (i.) upon Your execution of and Oracle's acceptance of this order in advance of service performance for fixed fee services; or (ii.) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g. public sector accounts); or (iii.) monthly as services are performed for Time and Materials services which are identified above as "per Hour". You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

Assumptions and obligations for Consulting/Professional Services:

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services.

You will provide for all Oracle resources performing services at Your location, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

4. Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies ("Policies") available at <http://www.oracle.com/contracts> apply only to the Consulting/Professional Services you have acquired under this order.

OPOWER

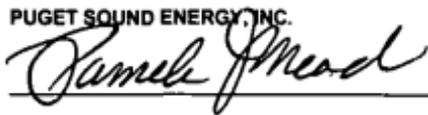
1515 N. Courthouse Road, 8th Floor
Arlington, VA 22201
APPLICATION SERVICE AGREEMENT
COVER PAGE

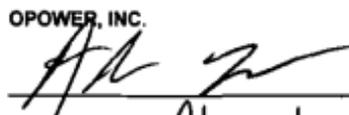
The attached documents describe the relationship between OPOWER ("Opower") and the customer identified below ("Utility") (each of Opower and Utility, a "Party"). The documents attached to this Cover Page consist of the document entitled "Terms and Conditions" which describes and sets forth the general legal terms governing the relationship, and certain Addenda and Exhibits attached thereto, if any, which describe and set forth further rights and obligations of the Parties (collectively, the "Agreement"). This Agreement shall become effective when this cover page is executed by authorized representatives of both Parties (the "Effective Date").

UTILITY INFORMATION:	
Utility Name: <u>Puget Sound Energy, Inc.</u>	Principal Contact Person: <u>Joel Smith</u>
Address: <u>10885 NE 4th Street</u>	Title: <u>Program Manager</u>
<u>Bellevue, WA 98004-5591</u>	Phone: <u>425-456-2437</u>
	Fax: <u>425-456-2706</u>
	Email Address: <u>joel.smith@pse.com</u>
Billing Contact: <u>Joel Smith</u>	
Title: <u>Program Manager</u>	
Phone: <u>425-456-2437</u>	
Fax: <u>425-456-2706</u>	
Email Address: <u>joel.smith@pse.com</u>	

FOR INTERNAL OPOWER USE ONLY:
Contract #: _____
Term: _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

PUGET SOUND ENERGY, INC.

Name (Printed): Pamela J. Mead, CPSM
Title: Senior Buyer, PSE Purchasing
Date: 12/21/2012

OPOWER, INC.

Name (Printed): Alexander Laskey
Title: President
Date: 12/21/2012

PSE OUTLINE AGREEMENT No. 4600006526

OPOWER
APPLICATION SERVICE AGREEMENT
AKA PSE MASTER SERVICE AGREEMENT (MSA) 4600006526
TERMS AND CONDITIONS

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the cover page, shall have the meanings set forth below.

1.1 "Access Term" means the period during which the ordered Services are made available to Utility or its Designated Customers according to a Statement of Work.

1.2 "Administrative User" means an employee of Utility to whom Utility has assigned a unique identification number for access to the Opower Customer Service Application and the Opower Website Portal for Utility's own business purposes.

1.3 "Brand" means any trademarks, service marks, trade dress, trade names, domain names, corporate names, product names, proprietary logos, symbols, all other indicia of origin, all applications to register and registrations for the foregoing, and any renewals therefore owned by or licensed to the respective Party or to which the respective Party has rights.

1.4 "Confidential Information" means, whether written or oral, (i) know-how, business methods, intellectual property, trade secret and any other non-public, confidential or proprietary information of a party and (ii) information that, by the nature of the information or the circumstances surrounding disclosure, ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, Opower Analytics and Opower Intellectual Property shall be the Confidential Information of Opower and the Utility Data shall be the Confidential Information of Utility.

1.5 "Customer" means any current or former Utility customer.

1.6 "Designated Customers" mean those Customers who, pursuant to a Statement of Work, are targeted to receive the Opower Energy Report or access to the Opower Website Portal.

1.7 "Opower Analytics" means (i) any data or information collected or compiled by Opower under the terms of this Agreement and (ii) the results and data from any manipulation, analysis, calculations, or processing of data or information in accordance with this Agreement, which in each of (i) and (ii) does not include Personally Identifiable Information.

1.8 "Opower Content" means any data, results, ideas, plans, sketches, texts, files, links, images, graphics, design, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, including, without limitation, statistics, analyses and forecasts, Opower Analytics and any similar information that is either owned, developed or licensed by Opower and that Opower makes available through the Services.

1.9 "Opower Customer Service Application" means the online portal provided by Opower enabling call center staff to access the Opower Energy Reports and other features and functions of the Services.

1.10 "Opower Energy Report" means the paper and emailed reports prepared by Opower and sent to Customers, as further defined in the Statement of Work.

1.11 "Opower Energy Reporting System" means (i) Opower Energy Reports; (ii) the Opower Website Portal; and (iii) the Opower Customer Service Application.

1.12 "Opower Intellectual Property" means: (i) any proprietary work; (ii) any system owned, licensed, or developed by Opower, including Opower Content; (iii) any analysis, compilation, aggregation, derivative work or work of authorship created by Opower; (iv) data independently developed or created by Opower; and (v) data entered by Customers via the Opower Website Portal, so long as such data does not include Personally Identifiable Information.

1.13 "Opower Terms of Use" means any applicable Opower terms of service (including the Opower privacy policy) for the Customer Service Application or the Opower Website Portal, which Opower may amend from time to time, a copy of which has been provided to Utility.

1.14 "Opower Website Portal" means a web-based feature created and maintained by Opower to provide Customers with information about their energy usage.

1.15 "Personally Identifiable Information" means any individual Customer name, address, telephone number, e-mail address, account number, Social Security number, call-detail information, purchase information, product and service usage information, account information, demographic information, credit card number, debit card number, banking information, or other financial information or financial account information regarding a Customer, in each case to the extent that such information on its own can specifically identify the applicable individual Customer.

1.16 "Program Report" means the evaluations of the Opower Energy Reporting System as further defined in the Statement of Work.

1.17 "Services" means (i) access to the Opower Website Portal; (ii) access to the Opower Customer Service Application; (iii) sending of the Opower Energy Reports; (iv) the sending of the Program Reports, in each case to the extent such services are required in a Statement of Work; and (v) other mutually agreed upon future services described in a Statement of Work (which shall incorporate this Agreement by reference).

1.18 "Statement of Work" means a document signed by both Parties identifying Services to be provided by Opower pursuant to this Agreement, in form and substance as set forth in Exhibit A.

1.19 "Third Party Content" means any data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, including, without limitation, statistics, analyses and forecasts, and any similar information that is either (i) received by Opower from a third party; or (ii) made available by a third party through the Services.

1.20 "Utility Data" means any data or information supplied by Utility to Opower under this Agreement, including (i) Personally Identifiable Information provided by Utility to Opower and (ii) information provided by Utility which concerns prospective and existing customers or employees of PSE, or any third party with which PSE has a business relationship. Utility Data shall exclude Opower Content, Third Party Content and any Opower Analytics.

2. STATEMENT OF WORK; ACCESS AND USE

2.1 Statement of Work; Change Orders.

(i) The Services to be provided by Opower under this Agreement shall be set forth in one or more Statements of Work executed during the Term each with a unique PSE agreement number. Opower shall perform the Services set forth in each Statements of Work in accordance with, and subject to, the terms and conditions herein (including such Statement of Work), and Utility shall make the payments and perform its other obligations as set forth herein (including such Statement of Work). Each Statement of Work I will incorporate this Agreement by reference.

(ii) Except as otherwise specifically provided by Utility (including in Section 4.1), Opower shall be responsible for providing for itself, at its own expense, all goods and services necessary for Opower to complete the Services, including but not limited to all labor, equipment, software, data, and other materials.

(iii) The Parties acknowledge that it is not always possible to list every task that must be performed as part of the Services. Unless specifically excluded, tasks that are reasonably necessary to complete the Services, but which might not be specifically listed in the Statement of Work, shall be performed by Consultant as part of the Services without any increase in the compensation otherwise payable under this Agreement and the applicable Statement of Work.

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(iv) Utility may request a change to any Statement of Work using the form attached as Exhibit C. Such change order is not effective until executed by both parties.

(v) In the event of any conflict between the terms of this Agreement and any Statement of Work, this Agreement shall control. Notwithstanding the foregoing sentence, if a Statement of Work by its terms expressly provides that certain provisions therein shall control over certain specified provisions in this Agreement, then to the extent such provisions in a Statement of Work conflict with the specified provisions in this Agreement, the Statement of Work shall control.

2.2 Access to Opower Customer Service Application. Subject to the terms and conditions of this Agreement and subject to the Statement of Work, Opower hereby grants to Utility a non-exclusive, non-sublicensable, non-transferable right to access the features and functions of the Opower Customer Service Application and any content therein during the Access Term, solely for use by Administrative Users and pursuant to reasonable access procedures to be specified to Utility by Opower.

2.3 Access to Opower Website Portal. Subject to the terms and conditions of this Agreement, Opower hereby grants to Utility a non-exclusive, non-transferable right to permit access to the Opower Website Portal for the number of Designated Customers specified in the Statement of Work. Opower may deny access to any Designated Customers who have not agreed to comply with the Opower Terms of Use. Opower shall use reasonable efforts to make the Opower Website Portal available 24 hours per day, seven days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that Utility reports to Opower.

2.4 Access to Utility Data and Individual Analytics. Subject to the terms and conditions herein, Utility grants Opower a worldwide, perpetual, fully-paid non-exclusive, non-transferable, royalty-free license to (i) use the Utility Data for the limited purpose of providing the Services and performing Opower's obligations under this Agreement, including, without limitation, the creation of Opower Analytics, during the term of this Agreement and (ii) use anonymized individual Customer data (which for the avoidance of doubt shall not include Personally Identifiable Information) in the Opower Analytics during the Term and for a period of three years thereafter.

2.5 Brand Licenses. The Parties shall cooperate with each other to develop a mutually agreeable strategy for co-branding the Opower Energy Reports and the Opower Website Portal. Utility grants to Opower a non-exclusive, non-sublicensable, non-transferable, royalty-free right and license to use the Utility Brand during the Term in accordance with such reasonable Utility branding guidelines as Utility may specify for the limited purposes of performing Opower's obligations under this Agreement. Notwithstanding the foregoing, (i) Utility may use the Opower Brand to identify and publicize the Services at trade shows and utility industry events; (ii) Opower may identify Utility as an Opower customer and use the Utility Brand for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by Utility; (iii) Opower may identify the Services with the Opower Brand and "runs on Opower" or other similar phrasing. Except as expressly permitted by this Agreement, each Party shall have a written right of approval over the use of its Brand by the other Party, not to be unreasonably withheld.

2.6 Usage Restrictions.

(i) Utility shall not (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Services is compiled or interpreted; (b) modify the Services, Opower Content, Third Party Content or the Opower Energy Reports, or create any derivative product from any of the foregoing, except with the prior written consent of Opower; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Utility's rights under this Section 2. Utility shall use the Services and all Utility Data solely in compliance with all applicable laws, regulations or rules, including, without limitation, the Opower Terms of Use.

(ii) Utility shall be responsible for the security of its Administrative Users' accounts and passwords, and shall notify Opower immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Utility shall be responsible for the acts or omissions of its Administrative Users in connection with the use of, and access to, the Opower Customer Service Application, and any such act or omission which would constitute a breach of this Agreement if undertaken by Utility, shall be deemed to be a breach by Utility hereunder.

2.7 Retained Rights; Ownership.

(i) Subject to the rights granted in this Agreement, Utility retains all right, title and interest in and to the Utility Brand and Utility Data, and Opower acknowledges that it neither owns nor acquires any additional rights in and to the Utility Brand or Utility Data not expressly granted by this Agreement. Opower also acknowledges that it (a) may collect, access, use, maintain and disclose Utility Data only for the specific purpose for which such Utility Data is collected, stored or processed by Opower in order to perform the Services; and (b) except for as expressly permitted in this Agreement or the Statement of Work, shall not otherwise use or disclose Personally Identifiable Information, whether or not it is publicly available.

(ii) Subject to the rights granted in this Agreement and except to the extent set forth in Section 2.4 and 2.7(iii), (a) Opower retains all right, title and interest in and to the Services, the Opower Content and the Opower Intellectual Property, (b) Utility acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement.

(iii) Utility owns (a) the Program Reports; and (b) each tangible Opower Energy Report created as part of these Services, including any sample reports, and all right, title and interest therein, provided that Opower retains ownership in the: (I) design, look, and feel; (II) graphical elements; (III) content other than the Utility Data; and (IV) any intellectual property therein. Each of (I), (II), (III) and (IV) are Opower Intellectual Property. Notwithstanding the foregoing, nothing in this section shall prevent Opower from using the Program Reports for internal business purposes in compliance with Section 3.10.

2.8 Schedule.

(i) If a schedule for performance of any Services is specified in a Statement of Work, Opower shall commence, perform and complete such Services in material accordance with such schedule, unless Utility has consented to a change to such schedule.

(ii) If a schedule for performance of any Services is not specified in a Statement of Work, Opower shall commence such Services upon mutual execution of the Statement of Work applicable to such Services by Opower and Utility and Opower shall thereafter diligently perform such Services to completion.

2.9 Acceptance of Services. Acceptance of each of the Services ("Acceptance") shall be determined in accordance with the procedure set forth in this Agreement and the applicable Statement of Work.

3. OPOWER OBLIGATIONS.

3.1 Responsibility for Hosting of Service. As between the Parties, Opower shall, at its expense, bear sole responsibility for the design, development, hosting, operation, maintenance and management of the Opower Energy Reporting System, including development of its features, functions and technology, and any adaptation or reconfiguration thereof as may be necessary for purposes of providing access to, and use of, the content therein.

3.2 Data Protection.

(i) Opower shall use commercially reasonable managerial, operational, and technical safeguards designed to preserve the integrity and security of the Utility Data while in its possession and control hereunder. Utility shall have the right, at its expense and during the Term, upon twelve days' notice and during Opower's normal business hours, to conduct an audit of Opower's compliance of this Section 3.2 as it relates solely to the Confidential Information of the Utility, including without limitation

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the Utility Data, provided that such audit shall: (i) be conducted by Utility employees, or an independent third party approved by Opower (such approval not to be unreasonably withheld, conditioned or delayed); and (ii) not unreasonably disrupt Opower's business or operations. Opower shall receive data security protections similar in scope to those provided in this Agreement from any subcontractor engaged by Opower.

(ii) Opower shall, as promptly as practicable, notify Utility of any actual or reasonably suspected breach of security of Opower's systems that has led to, or is reasonably likely to lead to, unauthorized access to or acquisition, use, loss, destruction, compromise or disclosure of any Confidential Information of Utility, including without limitation any Utility Data (each, a "Security Breach"). In any notification to Utility required under this paragraph, Opower shall designate a single individual employed by Opower who must be reasonably available (including during non-standard business hours until the matter is resolved) to Utility as a contact regarding Opower's obligations under this paragraph. In the event of a Security Breach, Opower shall, at its own expense (a) reasonably assist Utility in investigating, remedying and taking any other action Utility deems reasonably necessary to respond to and mitigate the effect of any Security Breach and any dispute, inquiry or claim that arises out of the Security Breach; and (b) shall provide Utility with assurance reasonably satisfactory to Utility that such Security Breach or potential Security Breach will not recur. Unless prohibited by an applicable statute or court order, Opower shall also notify Utility of any third-party legal process relating to any Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

3.3 Subcontractors. Opower shall not be permitted to enter into an arrangement with one or more subcontractors who will receive Personally Identifiable Information in the Utility Data and who will fulfill any of Opower's obligations hereunder without the prior written consent of Utility, not to be unreasonably withheld. Subject to the remainder of this Section 3.3, Utility consents to Opower's engagement of the subcontractors specified in Exhibit F. At Utility's request, Opower shall provide to Utility reasonable documentation related to such proposed subcontractor's qualifications to perform the Services. In the event that Utility reasonably objects to Opower's use of such a subcontractor, Opower and Utility shall mutually work in good faith to resolve such concerns. No delegation or subcontracting of performance of any of the Services, with or without Utility's prior written consent, shall relieve Opower of its responsibility to perform the Services in accordance with this Agreement. Opower shall be fully responsible for the performance, acts and omissions of Opower's employees and subcontractors and any other person who performs Services on Opower's behalf (collectively, the "Support").

3.4 Communication with Designated Customers. As part of the provision of the Services, Opower may need to communicate with Designated Customers from time-to-time. Utility hereby grants Opower the limited right to communicate with Designated Customers as may be necessary to provide the Services. Such right does not include the right to market services or products to a Designated Customer who does not already subscribe to that service or product, unless Utility has previously obtained the Designated Customer's written or electronic permission to do so, and has so informed Opower.

3.5 Opower Energy Reports. Opower shall provide Energy Reports as specified in the Statement of Work.

3.6 Program Reports. Opower shall provide Program Reports as specified in the Statement of Work.

3.7 Opower's Ability to Perform. At the time of performance of any Services pursuant to a Statement of Work, Opower shall be properly licensed, equipped, organized and financed to perform the Services in accordance with this Agreement (based on the standards of the Software as a Service industry, taking into account the nature, size and scope of the Services). Subject to compliance with the requirements of this Agreement, Opower shall perform the Services in accordance with its own methods.

3.8 Opower Employees. Opower shall not hire any employee of Utility to perform any of the Services. Opower shall employ

persons to perform the Services who are fully experienced and properly qualified, in Opower's reasonable discretion. Opower shall, if so requested by Utility, remove from performance of the Services the Opower lead engagement manager for the Utility account or any Opower employee, subcontractor or other personnel performing work on Utility premises that Utility reasonably determines to be incompetent, careless or otherwise objectionable. Without limitation of the foregoing, Opower shall assign to perform the Services the personnel specifically listed in the Statement of Work and shall not (for so long as they remain in Opower's employ) reassign or remove any of them without providing written notice to Utility. If any such personnel leave Opower's employ or are reassigned or removed by Opower, Opower shall replace them with personnel meeting the standards set out in this Section 3.8.

3.9 No Liens. Opower shall promptly pay and secure the discharge of, or provide a bond for disputed claims to Utility's reasonable satisfaction for, any liens that arise out of Opower's actions or omissions and are asserted against Utility or Utility's property by any Support in accordance with Opower's agreements with Support.

3.10 Compliance with Laws.

(i) Opower and Support shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Utility and applicable to the Services). Opower shall provide assurances to Utility as may be reasonably required to effect or evidence to Utility such compliance.

(ii) Except as may be restricted by federal, state or local laws or regulations, Utility will grant Consultant access to Utility's premises or IT systems as necessary to perform the Services. Opower acknowledges that certain portions of Utility's premises may have restricted access and require prior authorization or a Utility designated escort to allow Utility access. If notified by Utility that access is restricted, Opower shall comply with federal, state or local laws or regulations requiring background checks and drug and alcohol testing of employees prior to performing work at the project site. No work can begin until these requirements have been met. The Parties agree that none of the Services contemplated by the Statement of Work being executed on the date hereof will require any such restricted access and if any future Statements of Work require such restricted access, it will be expressly stated in such Statement of Work.

(iii) Opower has entered into this agreement with Utility based upon Opower's reasonable belief that Opower, like Utility, adheres to the strictest of ethical standards. In connection therewith, Opower has reviewed Utility's Corporate Ethics and Compliance Code, available at <http://www.pse.com/aboutpse/CorporateInfo/Pages/Our-Ethics.aspx>. Opower warrants that it and its Support will not, directly or indirectly, offer, promise, authorize or give anything of value to a government official, a political party, a candidate for political office or any other person connected to a government in any way, or authorize the giving of anything of value to a government official, a candidate for political office, or any other person connected to a government in any way, for the purposes of: (a) influencing an act or decision of that government official (including a decision not to act) in connection with Opower's business or in connection with Opower's business with Utility; or (b) inducing such a person to use his or her influence to affect any government act or decision in connection with Utility's business or in connection with Opower's business with Utility. Opower further warrants that neither it nor any of its Support have offered or given, or will offer or give, any gifts or gratuities to Utility employees, agents or representatives for the purpose of securing this agreement or securing favorable treatment under this Agreement. Any breach of this provision by Opower shall constitute a material breach of the Agreement and shall immediately entitle Utility to terminate the Agreement for cause.

4. UTILITY OBLIGATIONS.

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4.1 Utility Data. Utility shall provide the Utility Data to Opower in the format and at the times specified in the Statement of Work. Utility shall be responsible for, and Opower shall not be liable for, any breach of this Agreement resulting from the Utility Data, including the delivery, accuracy, completeness and consistency thereof, unless caused by the negligence of Opower or Support. Utility shall make available in a reasonably timely manner at no charge to Opower all content, graphic files, Utility Brand information and other information and resources of Utility reasonably required by Opower for the performance of its obligations under this Agreement.

4.2 Feedback. Utility shall endeavor to provide Opower with prompt written notification of any ideas, comments or complaints about the Opower Energy Reporting System that are made to Utility by Designated Customers, and of any problems with the Services or their use that Utility becomes aware of during the Term.

4.3 Assistance to Opower. Utility shall, at its expense, provide reasonable assistance and access to Opower to the limited extent necessary to enable Opower to perform its obligations under this Agreement, including, without limitation, any obligations with respect to a Statement of Work.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. Utility shall pay to Opower all fees required by each particular Statement of Work or payment schedule, subject to Section 5.3. Opower shall submit invoices to Utility according to the payment schedules specified on the applicable Statement of Work, for the compensation payable for the Services. Each of Opower's invoices shall set forth a detailed description of the Services applicable to the fees described in such invoice. Opower shall place the number of the applicable Statement of Work on each of its individual invoices. Each Statement of Work will receive a separate invoice directed to the appropriate identified Utility employee identified for that Statement of Work. Consultant shall submit such invoices by mailing to Utility at its address and to the identified responsible Utility employee for invoicing under this Agreement or such other address as Utility may specify in writing. Utility may change such address for invoices by giving Opower written notice of the change. Each invoiced amount will be due and payable within 30 days from receipt by Utility of the invoice.

5.2 Taxes. Any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Opower's income) shall be separately disclosed and Opower shall use its reasonable efforts to add such amounts to each invoice unless Utility provides Opower with appropriate evidence of a tax exemption claimed for the relevant jurisdiction(s). Except as described in the last sentence of this Subsection, payment of taxes and fees or for the delivery of related Services shall be Utility's sole responsibility. Utility shall make all required payments to Opower free and clear of, and without reduction for, any withholding taxes. In no event shall Utility be obligated to pay or reimburse Opower for any taxes based on Opower's net income, gross receipts or property, or for withholding and payroll taxes with respect to any wages or other compensation payable to Support.

5.3 Regulatory Approval; Invoice Disputes; Set-Off.

(i) The Parties acknowledge that if a Statement of Work expressly indicates that regulatory approval is required by either the Washington Utilities and Transportation Commission ("WUTC") or Utility's Conservation Resource Advisory Group (a "SOW Subject to Regulatory Approval") and such regulatory approval has not yet been granted, then Opower will not invoice Utility for any of the fees associated with such Statement of Work until Utility receives such approvals. Utility will not be responsible for payment for any work that Opower performs in advance of such approvals being granted.

(ii) If Utility disputes in good faith any portion of an invoice or any other amount due under this Agreement, Utility shall notify Opower in writing within 30 days after receipt of the invoice with an explanation of the nature of the dispute. Utility may withhold

payment in respect of such disputed amount, provided it pays the undisputed portion of the valid invoice within 30 days. In addition to the foregoing, and upon the giving of notice to Opower as described herein, Utility shall be entitled to set-off any amount that the Parties agree is due and payable to Utility (including pursuant to the last sentence of Section 7.2) from and against amounts owed to Opower under a Statement of Work under this Agreement. This is without prejudice to any other rights or remedies available to Utility under this Agreement or otherwise.

5.4 No Waiver. No payment by Utility shall constitute acceptance of, or a waiver of Utility's rights with respect to, any Services not in accordance with the terms of this Agreement or a Statement of Work.

6. CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the Confidential Information of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees (i) to use Confidential Information disclosed by the other Party only as described herein; (ii) to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party. Notwithstanding the above, a Party may disclose the Confidential Information of the other Party to such of its personnel, agents, or consultants, if any, who have a need to have access such information and who have agreed in writing to treat such information as confidential. Each Party shall notify the other Party of any suspected breach of this Section 6.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 6.2 shall not apply to Confidential Information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) subject to Section 6.4, becomes public record in any filing with the WUTC; or (vii) is approved in writing for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information (a) to the limited extent required to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; (b) to the limited extent required to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do; or (c) to its counsel, accountants, financial advisor or other similar representatives and in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such Party, provided that the recipient in such case has agreed in writing to treat such information as confidential.

6.4 Terms of Agreement. Each Party shall be entitled to disclose to third parties the existence of this Agreement, but the terms and conditions of this Agreement (including, without limitation, the fees) shall be the Confidential Information of Opower and shall not be disclosed by Utility to any third party; provided, however, that either Party may disclose the terms and conditions of this Agreement: (i) to its counsel, accountants, financial advisor or other similar representatives; (ii) in connection with an actual or proposed merger, acquisition, or initial public offering or similar transaction of such Party, provided that the recipient in such case has agreed in writing to treat such information as confidential; or (iii) in any filing

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with the WUTC, provided that the information disclosed in such filing is limited solely to what is reasonably required in order to comply with applicable law and Opower is given ten business days prior notice in order to seek confidential treatment of such information directly from the WUTC.

6.5 Equitable Relief. In the event of a breach or threatened breach of this Section 6 by either Party, each Party agrees that remedies at law may not be adequate to protect the non-breaching Party and the non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief to enforce the provisions hereof and shall be entitled to recover from reasonable attorneys' fees incurred in connection therewith. Notwithstanding the foregoing, the remedies in Section 6.5 shall not be the exclusive remedies for a breach of this Section 6.

6.6 Treatment of Confidential Information Upon Termination. Upon termination of this Agreement, or upon the request of Utility, Opower shall destroy or, with respect to tangible materials (i.e. paper documents in written form), at the Utility's option, return, any and all Confidential Information, except to the extent Opower is allowed to retain anonymized individual Customer data pursuant to Section 2.4(ii). In the event Utility has not instructed Opower to return or destroy the Confidential Information at the time of termination, then Opower shall send Utility a request regarding how to handle such Confidential Information. If Utility does not respond within thirty days from the date of such notice, then Opower may elect to destroy the Confidential Information. Consultant shall certify in writing the completion of such return or destruction. The obligations of this paragraph shall survive termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 General Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered by the other Party, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 Service Warranty. Opower hereby represents and warrants that the Services will conform in all material respects to the service standards set forth in the Statement of Work and in this Agreement; provided, however, that Opower does not warrant that the Services will be error free or will operate without interruption. Utility's exclusive remedy for any breach of this Section 7.2 shall be the re-performance of the Services, unless caused by the gross negligence of Opower or its Support. In the event that Utility does not accept any Services in accordance with the acceptance provisions herein or in a Statement of Work, Utility shall provide Opower with notice that Services have not been Accepted. If Opower is unable to re-perform the Services as warranted within 20 calendar days of receipt of such notice, Utility shall be entitled to recover the fees paid to Opower for the deficient Services, subject to Section 8.3.

8. DIS. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

8.1 Third Party Content. Opower makes no representations or warranties regarding any Third Party Content made available in, or in connection with, the Services. Opower is not responsible, and Utility shall not hold Opower responsible, for the accuracy, reliability, legality or validity of any Third Party Content.

8.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, THE SERVICES, THE OPOWER CONTENT, THE THIRD PARTY CONTENT AND ALL OTHER DATA, MATERIALS, OR INFORMATION PROVIDED BY OPOWER ARE PROVIDED "AS IS," AND OPOWER DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED. THE UTILITY DATA IS PROVIDED "AS IS," AND, SUBJECT TO SECTION 4.1, UTILITY DISCLAIMS ANY AND ALL OTHER

PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED.

8.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM. EXCEPT FOR LIABILITIES ARISING OUT OF (I) OPOWER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) A BREACH BY OPOWER OF ITS OBLIGATIONS UNDER SECTION 6.2, OR (III) A CLAIM THAT THE SERVICES INFRINGE OR MISAPPROPRIATE A THIRD PARTY'S U.S. PATENTS, COPYRIGHTS OR TRADE SECRET RIGHTS UNDER APPLICABLE LAW, THE CUMULATIVE LIABILITY OF OPOWER TO UTILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED (A) THE FEES PAID TO OPOWER BY UTILITY UNDER ALL STATEMENTS OF WORK DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, OR (B) IF THE EVENT GIVING RISE TO THE LIABILITY OCCURS DURING THE 12 MONTHS FOLLOWING THE EFFECTIVE DATE, THE AMOUNT PAYABLE TO OPOWER BY UTILITY UNDER ALL STATEMENTS OF WORK DURING THE 12 MONTHS FOLLOWING THE EFFECTIVE DATE. THE CUMULATIVE LIABILITY OF UTILITY TO OPOWER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT (EXCEPT FOR PAYMENT OBLIGATIONS PURSUANT TO ARTICLE 5) WILL NOT EXCEED THE FEES DUES AND OWING FROM UTILITY UNDER ALL STATEMENTS OF WORK. THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. FOR THE AVOIDANCE OF DOUBT, (A) THIRD PARTY SUITS OR CLAIMS OF THE TYPE DESCRIBED IN SECTION 9.1(i), AND (B) FINES OR PENALTIES ASSESSED AGAINST UTILITY BY A REGULATORY AUTHORITY ARISING OUT OF A BREACH OF THIS AGREEMENT BY OPOWER SHALL BE CONSIDERED DIRECT DAMAGES (SUBJECT TO THE SECOND SENTENCE OF THIS SECTION 8.3).

9. INDEMNIFICATION.

9.1 By Opower.

(i) Opower shall indemnify, hold harmless, and at Utility's option, defend Utility, its subsidiaries, affiliates, and each of their respective shareholders, directors, officers, employees, representatives and agents from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim (a "Claim") by any third party that (i) arises from a breach by Opower of a warranty provided in Section 7 of this Agreement or any other actual or alleged breach or default by Opower under this Agreement; (ii) a claim that the Services infringe a third party's U.S. patents issued as of the Effective Date, or infringe or misappropriate, as applicable, a third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America; (iii) arises from the negligence, strict liability or product liability of Opower or any Support in connection with this Agreement; or (iv) arises from a lien asserted by any Support or any supplier or vendor of Opower upon any property of Utility in connection with this Agreement (each an "Opower Indemnity Responsibility").

(ii) In connection with any action to enforce Opower's obligations under this Section 9, Opower waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51, of the Revised Code of Washington). Opower acknowledges that the foregoing provisions regarding indemnification and waiver are an important part of the consideration for Utility to enter into this Agreement, and that the foregoing waiver provision has been mutually negotiated.

(iii) If an infringement claim is made or appears possible, Utility agrees to permit Opower, at Opower's sole discretion, to enable Utility to continue to use the Services, or to modify or replace any

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such infringing material to make it non-infringing. If Opower determines that none of these alternatives is reasonably available, Utility shall, upon written request from Opower, cease use of, and, if applicable, return, those materials that are the subject of the infringement claim.

(iv) This Section 9.1 shall not apply to any claims arising from, and to the extent of, a Utility Indemnity Responsibility.

9.2 By Utility. Utility agrees to hold, harmless, indemnify, and, at Opower's option, defend Opower from and against any Claim resulting from (i) intellectual property infringements arising from a combination, operation or use of the Services with other software, hardware or technology not provided by Opower; or (ii) breach of any Utility warranties in this Agreement (each a "*Utility Indemnity Responsibility*").

(iii) If an infringement claim of the type described in Section 9.2(i) is made or appears possible, Opower agrees to permit Utility, at Utility's sole discretion, to modify or replace any such infringing material to make it non-infringing. If Utility determines that none of these alternatives is reasonably available, Opower shall, upon written request from Utility, cease use of those materials that are the subject of the infringement claim and terminate this Agreement pursuant to Section 10.2.

(iv) This Section 9.2 shall not apply to any claims arising from, and to the extent of, an Opower Indemnity Responsibility

9.3 Procedure. As a condition to the indemnifying Party's obligation under this Section 9, the Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the claim, (ii) cooperate with the indemnifying Party, and (iii) allow the indemnifying Party authority to control the defense and settlement of such claim. The indemnifying Party shall provide regular updates to the indemnified Party, and consult with the indemnified Party as to the defense. The indemnifying Party will not settle any third-party claim against the indemnified Party unless the indemnified Party consents to such settlement, and further provided that the indemnified Party will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice, at such indemnified Party's expense.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement (the "*Term*") will commence on the Effective Date and will continue until the later of (i) four year after the Effective Date and (ii) the date on which all Services contemplated under Statements of Work have been completed, unless earlier terminated in accordance with this Section 10. In addition, each Statement of Work will have a term as specified therein, subject to termination pursuant to Article 10 of this Agreement.

10.2 Utility Right to Terminate. Beginning on the second anniversary of the Effective Date and on an annual basis thereafter, Utility may, by 90 days written notice to Opower prior to the applicable anniversary of the Effective Date, terminate this Agreement or any Statement of Work as to all or any portion of the Services not then performed, whether or not Opower is then in breach or default. In addition to the foregoing, Utility will have the right to terminate any SOW Subject to Regulatory Approval that is not approved by the WUTC and/or the Utility's Conservation Resource Advisory Group, whether or not Opower is then in breach or default.

10.3 Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party by providing written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party shall have a right to cure such breach within 30 days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such 30-day period. Unless expressly limited herein, the rights and remedies of a Party are in addition to and do not in any way limit any other rights or remedies afforded to either Party by any other provision of this Agreement or by law or equity.

10.4 Suspension of Access. Opower may suspend access to any or all of the Services, including the Opower Website Portal, in the

event any amount due under this Agreement is not received by Opower within ten days after it was due, after additional notice to Utility to cure such breach within an additional 5 days of Utility's receipt of such notice.

10.5 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement upon written notice to the other Party, in the event: (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within 90 days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

10.6 Effect of Termination of Entire Agreement. Upon any termination of this Agreement: (i) Utility shall as promptly as practicable discontinue all use of the Services and any Opower Confidential Information; (ii) Utility shall delete any Opower Confidential Information from Utility's computer storage or any other media including, but not limited to, online and off-line libraries; (iii) Opower shall delete any Utility Confidential Information and Utility Data from Opower's computer storage or any other media including, but not limited to, online and off-line libraries; (iv) Utility shall return to Opower or, at Opower's option, destroy, all copies of Opower Confidential Information then in Utility's possession; (v) each Party shall discontinue use of the other Party's Brand; and (vi) Utility shall promptly pay to Opower all amounts due and payable prior to the date of such termination hereunder.

10.7 Effect of Termination of a Statement of Work. In the event of a termination of a Statement of Work, Opower shall, except as otherwise directed by Utility, as promptly as practicable stop performance of the Services pursuant to that particular Statement of Work to the extent specified in any applicable termination agreement, and deliver to Utility any tangible work in process or deliverables to which Utility is entitled to own after termination, regardless of their level of completion, to the extent required under the Statement of Work. Except for a termination of a SOW Subject to Regulatory Approval because of failure to receive necessary regulatory approvals (and to the extent described in Section 5.3(i)), Utility shall promptly pay to Opower all amounts due and payable prior to the date of such termination under such Statement of Work.

10.8 Survival. The provisions of Sections 1, 2.6, 2.7, 3.2, 3.4, 3.9, 3.10, 5, 6, 7, 8, 9, 10.5, 10.6, 10.7 and 11 shall survive the termination of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement, including all Exhibits attached hereto and any mutually executed Statement of Work, set forth the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. To the extent there is a conflict between a provision of this Agreement and a Statement of Work, the Statement of Work shall control. In addition, the Parties agree that that certain Implementation and License Agreement, Agreement 6400001120, dated as of March 25, 2008, between Utility and Opower (formerly known as Positive Energy, Inc.), and any amendments, change orders or statements of work thereunder (the "2008 Agreement") shall terminate as of December 31, 2012 (the date on which the final Statement of Work issued under such agreement expires). After such date, this Agreement shall automatically supersede the 2008 Agreement.

11.2 Independent Contractors. In making and performing this Agreement, Utility and Opower act and will act at all times as independent contractors, and nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name

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of, the other Party, nor will Opower represent that it is, or hold itself out as, an agent or representative of Utility.

11.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Utility, to the address set forth on the Cover Page, and if to Opower, as follows:

OPOWER, INC.
1515 N. Courthouse Road, 8th Floor
Arlington, VA 22201
Attention: General Counsel
Email: legal@opower.com

Notices to Utility shall be sent with a copy to:

Puget Sound Energy, Inc.
Attn: Purchasing Department
Pamela J. Mead
PO Box 97034 (EST-07E
Bellevue, WA 98009-9734

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender. With respect to invoices, all invoices shall be sent to the address provided on the applicable Statement of Work (pursuant to Section 5.1) and if no such address is stated, to the address on the cover page of this Agreement or as otherwise instructed by Utility.

11.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

11.5 Assignment; Delegation. Opower shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Utility. Notwithstanding the foregoing, Opower may assign this Agreement, without the consent of Utility, to another entity merging with, consolidating with, or acquiring all or substantially all of the party's assets or stock, provided that (i) the assignee shall assume all rights and obligations under this Agreement, and (ii) Opower provides prior written notice to Utility of such assignment. Any other assignment without Utility's prior written consent shall be voidable at Utility's option. Utility may assign this Agreement to an affiliate, subsidiary, or entity under common control (a "Permitted Assignment") without the prior consent of Opower. Other than a Permitted Assignment, Utility shall not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of Opower, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. No such assignment, with or without Utility's or Opower's prior written consent, shall relieve Opower or Utility from their respective responsibilities under this Agreement. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the Parties.

11.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions of this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, internet access outside of Opower's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than 30 days, the other Party may terminate this Agreement upon an additional 30 days' written notice.

11.10 Governing Law; Venue; Attorneys' Fees. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. Venue for any claim to enforce the provisions of this Agreement shall be brought in King County, Washington, or the U.S. District Court for the Western Division District of Washington, in Seattle, Washington. The prevailing party in any action, suit or proceeding shall be entitled to reimbursement of its attorneys' fees and costs.

11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.12 Interpretation. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement. For all purposes hereof, the terms "include", "includes" and "including" shall be deemed followed by the words "without limitation," and the term "or" is not exclusive.

12. Workers' Compensation and Insurance.

(i) With respect to all persons performing the Services, Opower or its Support shall secure and maintain in effect at all times during performance of the Services coverage of insurance in accordance with the applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and the laws of the jurisdiction in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Opower shall furnish to Utility such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Utility may request.

(ii) Opower shall secure and maintain insurance with provisions, coverages and limits as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverages and limits as Utility may from time to time specify to protect Utility, its successors and assigns, and the respective directors, officers, employees, and agents of Utility and its

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successors and assigns (collectively, the "*Utility Parties*") from any claims, losses, harm, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Utility's request, Opower shall furnish Utility with such additional assurance and evidence of such insurance (such as a certificate of) as Utility may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration or alteration in any policy of insurance required under this Agreement, Opower shall deliver to Utility a certificate of insurance acceptable to Utility with respect to any replacement policy.

(iii) All policies of insurance required under this Agreement shall:

- (a) be placed with such insurers and under such forms of policies by insurance carriers with an A.M. Best rating of A-, VII or higher;
- (b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Utility Parties as additional insureds;
- (c) with the exception of professional liability insurance, be primary insurance with respect to the interests of the Utility Parties;
- (d) any insurance or self-insurance maintained by any of Utility Parties shall be excess and non-contributory insurance with respect to the insurance required hereunder;
- (e) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and

(f) provide that the policies shall not be canceled or their limits or coverage reduced or restricted without giving at least 30 days prior written notice to Opower, who will provide Utility 20 days prior notice (or 5 days, with respect to nonpayment of premium) of such cancellation or change in limits or coverage within at least 20 days to the Purchasing Department of Puget Sound Energy, Inc., PO Box 97034, (EST-07E) Bellevue, WA 98009-9734.

(iv) Opower shall ensure that any policy of insurance that Opower or any Support carry as insurance against property damage or against liability for property damage or bodily injury (including death) shall include a provision providing a waiver of the insurer's right to subrogation against each of the Utility Parties. To the extent permitted by its policies of insurance, Opower hereby waives all rights of subrogation against each of the Utility Parties.

(vi) The requirements of this Agreement as to insurance and acceptability to Utility of insurers and insurance to be maintained by Opower are not intended to and shall not in any way limit or qualify any other obligation of Opower under this Agreement.

(vii) Consultant must report to Utility any OSHA recordable injuries that occur while performing work on behalf of Utility. A recordable injury includes any injury that results in treatment beyond first aid, restricted workdays, and/or lost workdays. Opower will report its OSHA recordable injuries for the previous month by the 5th day of each month (e.g. all October OSHA recordable injuries are reported by November 5th). The first report will be due the 5th day of the month following commencement of the Services pursuant to a Statement of work. Opower shall use the form included with this Agreement when reporting the injuries. When completed, the form shall be sent to Consultantsafety@pse.com.

[End of terms.]

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**EXHIBIT A
SCOPE OF WORK**

Individual Scopes of Work each with its own Agreement number and separate funding will incorporate the Terms and Conditions of the Opower Application Service Agreement to PSE Outline Agreement No. 460006526

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EXHIBIT B

Opower Statement of Work/Change Order Form

LICENSEE INFORMATION				
Utility:	Puget Sound Energy, Inc. ("Utility")	Contact:	Joel Smith, Program Manager	
Address:	10885 NE 4th Street, Bellevue, WA 98004-5591			
Tel:	425-456-2437	Fax:	425-456-2706	Email: joel.smith@pse.com
Order Form Effective Date:				
Order Form Term				
Program Overview:				
Fee and Payment Terms. The payment terms for this program are set forth on <u>Exhibit A</u> and are incorporated into the Agreement by reference.				
Statement of Work. The Services included in this Statement of Work/Change Order Form (" <u>Order Form</u> ") are described in detail in the Statement of Work attached as <u>Exhibit B</u> and incorporated into the Agreement by reference.				

This Order Form includes and incorporates the terms and conditions from Application Service Agreement, dated as of (Month, day), 201x f, between Puget Sound Energy, Inc. ("Utility") and Opower, Inc. ("Opower"), as amended and supplemented, together with all exhibits, schedules, addenda, and prior modifications thereto (the "Agreement"). The Agreement shall remain in full force and effect and shall govern, control, and contain the entire understanding between the parties with respect to the subject matter of the Agreement, except as otherwise modified herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

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IN WITNESS WHEREOF, Opower and Puget Sound Energy have signed and executed this Order Form on the Effective Date by their authorized representatives.

OPOWER, INC.

PUGET SOUND ENERGY, INC.

By: _____

By: _____

Name: _____

Name: Pamela J. Mead, CPSM

Title: _____

Title: Senior Buyer

Date: _____

Date: _____

EXHIBIT C

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PUGET SOUND ENERGY, INC. MANDATORY REQUIREMENTS CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) REQUIRED
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER REQUIRED	CONTACT NAME: REQUIRED PHONE (AC, No Ext): REQUIRED FAX (AC, No): REQUIRED E-MAIL ADDRESS: REQUIRED PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED REQUIRED	INSURER A : REQUIRED INSURER B : INSURER C : INSURER D : INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MMDDYY)	POLICY EXP (MMDDYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> *Employers' Liability - Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X				EACH OCCURRENCE \$1,000,000 DAMAGES TO RENTED PREMISES(Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	X	X	Excess/Umbrella Liability may be used to supplement General, Automobile or Employers' Liability limits to meet minimum limit requirements.			EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Valid in WA State) ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER Professional Liability						\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Puget Sound Energy must be listed as an Additional Insured for General, Auto and Umbrella Liability policies. Also, a Waiver of Subrogation is required for General, Auto and Umbrella Liability policies. (REQUIRED)

CERTIFICATE HOLDER Puget Sound Energy, Inc. Attention: Purchasing Po Box 97034 (EST-07E) Bellevue, WA 98009-9734	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (REQUIRED)
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PSE OUTLINE AGREEMENT No. 460006526

EXHIBIT D

OSHA RECORDABLE INJURY REPORT

Contractor Injury/Illness	
Name of Contractor:	
Date of Incident:	
Where Incident Occurred:	
Severity of Incident: (*Recordable/**Lost Time)	
Short Description of Incident:	

***Recordable Injury:** Work-related injury that involved medical treatment beyond first aid, restricted workdays, and/or lost workdays.

****Lost Time:** One or more days away from work due to injury (not including day of injury).

PSE OUTLINE AGREEMENT No. 4600006526

**EXHIBIT E
APPROVED SUBCONTRACTORS**

RR Donnelley;
Princeton Fulfillment;
DST Output;
Equinix Operating Co., LLC;
Softlayer;
ExactTarget;
SmartSource;
MessageMedia;
Twilio;
Salesforce.com;



CERTIFICATE OF LIABILITY INSURANCE

[Handwritten Signature]
126

DATE (MM/DD/YYYY)
10/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: PHONE (A/C No. Ext): 415-391-2141 FAX (A/C No.): 415-989-9923 E-MAIL ADDRESS:	
INSURED OPOWER Inc. 1515 N. Courthouse Road 8th Floor Arlington VA 22201		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Federal Insurance Company 20281	
		INSURER B: AXIS Surplus Insurance Company 26620	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 349769728** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		35920716	10/1/2012	10/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73564431	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79879760	10/1/2012	10/1/2013	EACH OCCURRENCE \$7,000,000 AGGREGATE \$7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71737561	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Errors & Omissions - Retroactive Date: 01/13/2009		ECN000048931102	10/1/2012	10/1/2013	Limit: 10,000,000 Retention Each Act: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Puget Sound Energy, Inc. is included as additional insured as respect to General Liability, Auto and Umbrella Liability per form 80 02 2000 attached. Waiver of Subrogation applies.

Received

OCT 18 2012

CERTIFICATE HOLDER Purchasing Puget Sound Energy, Inc. Attn: Contract Services P.O. Box 90868 Bellevue WA 98009-0868	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Handwritten Signature]</i>
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NAMED INSURED: OPOWER Inc.
POLICY NUMBER: 35920716

Conditions
(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the Insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the Insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical expenses.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE AND IS AVAILABLE TO THE PUBLIC THROUGH THE NATIONAL ARCHIVES



NAMED INSURED: OPOWER Inc.
POLICY NUMBER: 35920716

General Liability

Supplementary Payments (continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are **uninsured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and officers are **insureds**; but they are **insureds** only with respect to their duties as your directors or officers. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. bodily injury, advertising injury or personal injury:

1. to you, to any of your directors, managers, members, officers or partners (whether or not an **employee**) or to any **co-employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, officers, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. property damage to any property owned, occupied or used by you or by any of your directors, managers, members, officers or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.



General Liability

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-employee of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of your **products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of your **products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in your **products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your **products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your **products**; or
- of your **products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

**Vendors
(continued)**

Further, no person or organization from whom you have acquired your products, or any container, ingredient or part entering into, accompanying or containing your products, is an insured under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are insureds; but they are insureds only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence; or
- occurrence that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are insureds; but they are insureds only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an insured with respect to any:

- damages arising out of their sole negligence;
- occurrence that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

**Subsidiary Or Newly
Acquired Or Formed
Organizations**

If there is no other insurance available, the following organizations will qualify as named insureds:

- a subsidiary organization of the first named insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named insured shown in the Declarations that such first named insured acquires or forms during the policy period, if at the time of loss such first named insured controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

**Limitations On Who Is An
Insured**

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an insured with respect to the conduct of any person or organization that is not shown as a named insured in the Declarations.

B. No person or organization is an insured with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization:



General Liability

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury or property damage** that occurred; or
- **advertising injury or personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- **claims made or suits brought;** or
- **persons or organizations making claims or bringing suits.**

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- **damages for bodily injury and property damage, except damages included in the products-completed operations hazard; and**
- **medical expenses.**

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury and property damage** included in the **products-completed operations hazard.**

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury and personal injury.**

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- **damages for bodily injury and property damage; and**
- **medical expenses;**

arising out of any one occurrence.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

ORACLE AMENDMENT TWO

Agreement Information

This Amendment Two amends the Oracle Cloud Services Agreement US-CSA-CPQ-120292, dated January 5, 2017, (incorrectly referenced as dated January 1, 2017 in Amendment One) and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

1. Delete the second sentence of Section 4.1 and replace it with the following:

"Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified, in writing or orally, as confidential at the time of disclosure."

2. In the first sentence of Section 4.3 replace:

"five" with "ten"

3. Insert the following as a new Section 7.3:

"7.3 NOTWITHSTANDING SECTION 7.2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER FOR MISAPPROPRIATION OF YOUR CONTENT CAUSED SOLELY BY ORACLE'S BREACH OF ITS SECURITY PRACTICES DESCRIBED IN THE SERVICE SPECIFICATIONS EXCEED TWO MILLION DOLLAR (\$2,000,000.00)."

4. In the first sentence of Section 9.1, replace

"five" with "ten".

5. Delete Section 9.6 in its entirety and replace with the following:

9.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment, nondisclosure (subject to the nondisclosure period set forth in Section 4.3), and others which by their nature are intended to survive.

6. Insert the following at the end of the sentence in Section 16:

Except in the event of a merger, consolidation, acquisition, internal restructuring, divestiture, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without Your prior consent.

7. Insert the following at the end of the second sentence in Section 17.6:

"and will be conducted at Oracle's expense."

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this Amendment Two is _____. (to be completed by Oracle)

PUGET SOUND ENERGY INC		Oracle America, Inc.	
Signature	<small>DocuSigned by:</small> <i>Kristy Price</i> <small>DD91B9C2788C482...</small> Kristy Price	Signature	<small>DocuSigned by:</small> <i>James Kamm</i> <small>B54EC8514F3E48C...</small> James Kamm
Name	Kristy Price	Name	James Kamm
Title	Sr. Procurement Contract Manager	Title	Director
Signature Date	11/30/2021	Signature Date	23-Nov-2021 12:18 PM PST