

## **Usage History Inquiry (UHI) Tool Online License Agreement**

**Please read the Terms of Use and fill in the following form:**

\* NOTE: You must agree to the Terms of Use to access any proprietary Retail End-Use Customer information.

### **Online License Agreement**

This Agreement constitutes a legal agreement between you, \_\_\_\_\_ (User), and CenterPoint Energy Houston Electric, LLC (CenterPoint Energy), who is the Transmission and Distribution Service Provider (TDSP) providing electricity delivery services to Retail End-Use Customers, by which you will be provided access privileges to CenterPoint Energy's Usage History Inquiry (UHI) tool. You should carefully read the following terms and conditions before proceeding. In the event that you, as User, agree to the terms of use, then please proceed with registration for access by completing the registration process located at the bottom of this page.

Terms of Use: All use of CenterPoint Energy's UHI tool is subject to the terms and conditions set forth below. Any access by a User to the UHI tool constitutes the User's agreement to abide by the following terms and conditions:

1. The UHI tool is owned by CenterPoint Energy, and CenterPoint Energy retains all proprietary rights to the UHI tool. Upon completion of the registration process in which you, as User, accept the Terms of Use, CenterPoint Energy will and at such time does grant to User a nonexclusive, nontransferable, limited license to access the UHI tool, with CenterPoint Energy retaining all proprietary rights to the UHI tool. Unless earlier terminated for default, this license shall continue from the date of User's registration and shall continue thereafter until terminated by either party or the User's authorized administrative representative(s).
  
2. USER SHOULD BE AWARE THAT DATA WITHIN CENTERPOINT ENERGY'S "FIREWALL" IS ONLY SENT OUTSIDE THE "FIREWALL" WHEN AN AUTHORIZED AGENT OF THE USER HAS AGREED TO ABIDE BY THESE TERMS AND CONDITIONS. DURING THE BRIEF TIME THAT THE RETAIL END-USE CUSTOMER'S DATA IS IN TRANSIT VIA THE INTERNET IT MAY NOT BE SECURE FROM ACCESS BY THIRD PARTIES. USER ACKNOWLEDGES THAT USER IS AWARE OF THIS POTENTIAL, AND THAT BY USING THE UHI

TOOL, USER AGREES TO ASSUME ANY RISK ASSOCIATED WITH THIRD PARTY REVIEW OR USE OF THE DATA.

3. User should be aware that according to the Public Utility Commission of Texas (PUCT), CenterPoint Energy, as a TDSP, is required by the Customer Protection Rules within the Substantive Rules Applicable to Electric Service Providers, to protect specific proprietary End-Use Retail Customer data associated with a specific ESI-ID / Service Address, and that this data may only be released pursuant to the terms of the express permission from the End-Use Retail Customer. User agrees that any use of End-Use Retail Customer data shall be consistent with the terms of such express permission grant.
4. User shall not attempt to breach the established CenterPoint Energy firewalls. Failure to abide by this or any of the other Terms of Use shall entitle CenterPoint Energy to immediately suspend User and to cancel all of User's access rights.
5. This Agreement shall be governed by the laws of the State of Texas, and the sole jurisdiction and venue for any litigation arising out of this Agreement shall be Houston, Harris County, Texas.
6. CENTERPOINT ENERGY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR THE DATA CONTAINED WITHIN THE CENTERPOINT ENERGY SYSTEM OR ANY BREACH THEROF, WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THE CUMULATIVE LIABILITY OF CENTERPOINT ENERGY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE FEES RECEIVED BY CENTERPOINT ENERGY FROM USER FOR USE OF THE UHI TOOL.
7. USER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD CENTERPOINT ENERGY, ITS CORPORATE AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY'S FEES) OF EVERY KIND AND CHARACTER ARISING IN FAVOR OF ANY THIRD PARTY IN ANY WAY OCCURING .

INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DATA CONTAINED WITHIN THE CENTERPOINT ENERGY SYSTEM, WHERE, AND TO THE EXTENT THAT, SUCH CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS OR OTHER LITIGATION ARE CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF USER, ITS CORPORATE AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_