



WREGIS Terms of Use

Western Renewable Energy Generation Information System

October 2022

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Customer Registration Agreement or Terms of Use

This Customer Registration Agreement (Agreement) is entered into on this _____ by date and between (enter the legal name of the Customer)

having its principal place of business at (address, city, state/province, and zip)

(Customer) and the Western Electricity Coordinating Council (WECC), having its principal place of business at 155 North 400 West, Suite 200, Salt Lake City, UT 84103. The Customer Registration Agreement is abbreviated throughout as “Terms of Use” or “Agreement.” Capitalized terms used throughout the document have the meanings given when introduced or in Attachment 1: Definitions.

Recitals

Whereas:

1. The Western Renewable Energy Generation Information System (WREGIS) is an independent and automated web-based renewable energy registry and tracking system that receives Data on renewable energy generation, creates Renewable Energy Certificates (“RECs” or “Certificates”), registers the transfer of Certificates within the WREGIS system, and allows reporting on such transfers. When used herein, “WREGIS” is meant to encompass all hardware, software, and interfaces that are used in the operation of and/or that comprise the system and are made available to Customers by WECC under this Agreement.
2. WREGIS generally covers the same geographic region as the Western Interconnection and WECC, with additional territory as determined by state or provincial laws, tariffs, or rules. WREGIS will issue Certificates for registered renewable energy Generating Units located within this territory.
3. WREGIS is not a trading system for either RECs or energy, but instead emulates a banking system. WREGIS Certificates are the currency of the banking system and may be used to verify compliance with state and provincial policy mandates, and to protect the integrity of voluntary green power markets.
4. WREGIS was a joint effort of the Western Governors’ Association, the Western Regional Air Partnership and the California Energy Resources Conservation and Development Commission (Energy Commission), collectively known as the Founding Sponsors. WECC agreed to be the institutional home of WREGIS. In March 2012, when the Founding Sponsors’ sponsorship ended, WECC became the sponsor of WREGIS and continued its operations within WECC. WREGIS is financially self-supporting through fees paid by Customers.



5. A goal of WREGIS is to provide accurate and reliable Certificates reflecting actual renewable energy generation. WREGIS is intended to be policy neutral and will not determine whether Certificates are eligible for specific regulatory programs or voluntary markets.
6. Another goal of WREGIS is to protect against double or multiple counting of the same renewable energy.
7. WREGIS is not intended to establish legal title to Certificates, but instead to accurately track who is registered as possessing Certificates. Customers must address any issues regarding ownership or security interests in the Certificates outside of WREGIS.
8. Anyone who wishes to use WREGIS must register as a Customer and establish an Organization within WREGIS.
9. All Customers must enter into this Agreement with WECC before using WREGIS. Only Customers may create or hold Certificates in WREGIS Organizations.
10. WECC administers WREGIS consistent with WECC's Bylaws and WECC's reliability mission.
11. The WREGIS Director oversees the day-to-day operations of WREGIS. WECC has contracted with M-RETS to provide the software, including maintenance.
12. WREGIS Organizations can be accessed using the secure WREGIS Website. A Customer must be approved by WREGIS, must agree to this Agreement, must abide by the Operating Rules, and must pay the fees as shown in the current WREGIS Fee Matrix. A Customer will be able to access its WREGIS Organization and data on the WREGIS Website by logging into WREGIS using provided Access Credentials.
13. Certain registered Generating Units will need a third party to report production data to WREGIS as outlined in the Operating Rules. All third parties reporting production data to WREGIS must be approved by the WREGIS Administrator. A list of approved third parties will be available in WREGIS.
14. This Agreement states the terms and conditions for establishing, operating, and terminating an Organization with WREGIS.

NOW, THEREFORE, acknowledging that the success of WREGIS will depend on the truth, accuracy, and completeness of the declarations made below and, on these terms and conditions, the undersigned agree and represent that:

1. Parties

This is a binding contract between the Customer and WECC. Customer and WECC are individually referred to herein as "Party" and collectively as "Parties."



2. Acceptance of Terms

- a. Customer's use of WREGIS (including the secure WREGIS Website located online at www.wregis.org) is subject to the following Agreement (and as it may be modified from time to time).
- b. Subject to the provisions of Section 2(e), by accessing its Organization through the secure WREGIS Website, Customer accepts and agrees to be bound by this Agreement. Customer's use of WREGIS is governed by the version of the Agreement in effect on the date the WREGIS Website is accessed by Customer. Customer agrees to comply with the requirements of this Agreement and, in the event of a failure to comply, agrees to be subject to the default and termination provisions of this Agreement. WECC will maintain a copy of the current version of this Agreement on the WREGIS Website.
 - a. Subject to the provisions of Section 2(e), by signing this Agreement, Customer is also subject to the WREGIS Operating Rules in effect on the date the secure WREGIS Website is accessed by Customer. Customer agrees to comply with the requirements of the Operating Rules and, in the event of a failure to comply, agrees to be subject to the default and termination provisions of this Agreement. Each and all of the provisions of the Operating Rules are hereby incorporated by reference into this Agreement as though set forth fully herein. WECC will maintain a copy of the current version of the Operating Rules on the WREGIS Website.
- c. WECC or its successors in interest, if any, may modify or amend this Agreement or Operating Rules at any time, upon providing (1) a minimum of 15 days prior written notice to the Customer if such modification or amendment is a technical change necessary for the continued operation of WREGIS and, (2) a minimum of 60 days prior written notice to the Customer for any other proposed modification or amendment. Such notices shall contain the terms of the proposed modification or amendment. If practicable, such process shall (a) provide for at least a 30-day period for consideration of the proposed amendment prior to its adoption and, (b) afford each Customer with a reasonable opportunity to participate in such proceedings. Customer agrees that by accessing its Organization through the secure WREGIS Website—after having received appropriate written notice of the modification of the Agreement or Operating Rules in accordance with this Section 2—Customer signifies agreement to be bound by the modified Agreement and Operating Rules.
- d. If at any time Customer no longer agrees to this Agreement and the Operating Rules—as each is currently written or as they may be modified in the future—Customer shall provide written notice to WECC, in accordance with Section 10(c), of its termination of this Agreement and shall cease to access or otherwise use WREGIS and the secure WREGIS Website, but shall be entitled to a final statement of the Customer's Organization and other information reasonably requested



by the Customer, including an accounting of the number of Certificates attributable to the Organization.

3. Service Description

- a. WREGIS is an independent, automated, web-based, renewable energy registry and tracking system that receives Data on renewable energy generation, logs generation Data, allows for the review and/or dispute of Output, uses the Output for issuing WREGIS Certificates and tracks, via Certificates, renewable energy transactions occurring within its territory.
- b. WREGIS allows for differentiated roles and permissions for various types of authorized Customers of the system as to management of Organizations, Data access and reporting as more fully specified in the Operating Rules.
- c. WREGIS will produce electronic Certificates based on Output. A WREGIS Certificate represents the attributes, as defined in the Operating Rules, from one MWh of electricity generation from a renewable Generating Unit registered with the WREGIS tracking system. One Certificate will be created for each whole MWh of renewable energy that is produced and reported per the processes outlined in the WREGIS Operating Rules.
- d. Each Organization will have Accounts established to allow the Customer to transfer Certificates. The rules on Accounts are specified in the Operating Rules.
- e. While WECC reserves the right to and will undertake reasonable efforts to ensure the ownership of Certificates in WREGIS is accurate, Customer agrees that WREGIS does not establish legal title to Certificates in any form. Any issues that might arise regarding the ownership or security interest in Certificates, or whether the transferred Certificate is considered a 'forward contract' under the laws of a state, province, or federal government, will be addressed by the Customer outside of WREGIS. Customer agrees that WECC is not responsible for addressing and will not address any such ownership issues nor will WECC have any liability with respect to any such ownership issues.

4. Output Reporting

- a. WREGIS issues Certificates only for Output. It is the responsibility of the Generator Owner or its agent to supply Output in accordance with the timelines incorporated in the WREGIS Operating Rules. Some Generating Unit registrations may require that Output be supplied to WREGIS by a Qualified Reporting Entity as specified in the WREGIS Operating Rules, which must be arranged by the Generator Owner or its Agent. WREGIS may require additional information as needed to confirm Output.



- b. If WREGIS determines that Data from a Customer is required for the determination of compliance by another Customer with this Agreement or Operating Rules, the WREGIS Staff shall so notify the Customer and the Customer shall have 30 days from such notice, or a mutually agreeable extension thereof, to provide the requested Data to WREGIS. A Customer may also request WREGIS to request from another Customer, Output or Data required for the requesting Customer's compliance; however, such a request shall not relieve the Customer of any obligations to provide requested Output.

5. Authorized Users

- a. A Customer can be any one or more of the following types of individuals or entities: Generating Unit owner or representative, Generating Unit aggregator, community choice aggregator, small utility aggregator, investor-owned utility (IOU), municipal utility, rural electric cooperative, irrigation district, electricity service provider, joint power authority, retail marketer, broker, tribal organization, customer-owned utility, public interest organization, federal marketer/power administration, wholesale marketer, state program director, provincial program director, qualified independent party, Balancing Authority, other load serving entity, or other legal entity.
- b. A Customer may designate an individual outside of the Customer's Organization to serve as an Agent. This is accomplished by the Customer submitting a Notice of Agent Designation. The Agent shall have only those WREGIS permissions and privileges as expressly granted by the Customer. The Notice of Agent Designation shall be effective when approved by WREGIS. The Customer may revoke all Organization permissions and privileges associated with an Agent at any time.
- c. The rights granted herein are granted only to Customers and their Agents. If an Affiliate wishes to use WREGIS, it must apply for its own Organization, agree to this Agreement, abide by the Operating Rules, and pay the required fees.
- d. The rights and obligations of this Agreement shall run to the named Parties and their Agents for those WREGIS permissions and privileges expressly granted to the Customer.
- e. The Customer agrees that any of its employees or Agents to whom the Customer has provided access to WREGIS will fully comply with this Agreement and Operating Rules, and further agrees to make such compliance a condition of any agreement that Customer may create for this purpose.

6. Grant

- a. WECC grants to Customer, and its authorized agents, a nonexclusive non-transferable license to use WREGIS software subject to this Agreement and Operating Rules in force. Before granting



Customer access, Customer shall (1) complete and submit this Agreement to WREGIS, (2) complete and submit Customer Registration Data (on-line after obtaining temporary status to use WREGIS as a Registrant) to WREGIS, and (3) pay the applicable fees due under this Agreement and Operating Rules.

- b. Customer's use under the license shall be subject to the following limitations:
 - i. Customer shall not (a) loan, share, publish, republish, disclose, transmit, display, sell, license, lease or distribute any portion of WREGIS software to any third party, (b) disassemble, decode, decompile or otherwise reverse engineer, copy, reproduce WREGIS software, or (c) loan, share, publish, republish, disclose, transmit, display, sell, license, lease, distribute, disassemble, decode, decompile, reverse engineer, copy, reproduce, or use WREGIS as a basis for a directory or database prepared for commercial sale or distribution. Customer shall not modify the format of any WREGIS generated report, but such restriction does not include the information contained therein.
 - ii. Customer shall not remove any copyright, trademark, or other proprietary notices contained in WREGIS.
 - iii. Customer shall not knowingly infringe or misappropriate WREGIS software.
 - iv. WECC represents and warrants that it has received from software provider, all necessary rights to allow Customer to use WREGIS in accordance with this Agreement.
- c. WECC reserves all rights in WREGIS not expressly granted to Customer in this Agreement. Customer acknowledges that the WREGIS software does not belong to Customer. Except as provided in this Agreement, Customer shall not obtain, have, or retain any right, title, or interest in or to WREGIS or the WREGIS software or any part thereof pursuant to this Agreement.
- d. In using WREGIS, Customer and its Agents agree:
 - i. Not to disrupt or interfere with the security of, or otherwise abuse, WREGIS or any services, system resources, Organizations, servers, or networks connected to or accessible through WREGIS or affiliated or linked sites;
 - ii. Not to disrupt or interfere with any other user's use and enjoyment of WREGIS or affiliated or linked websites;
 - iii. Not knowingly to upload, post, or otherwise transmit through or on WREGIS any viruses or other harmful, disruptive, or destructive files;
 - iv. Not to copy, use, frame, or utilize framing techniques to enclose any WREGIS or WECC trademark, logo, or other proprietary information (including the images found on the WREGIS Website, the content of any text or the layout/design of any page or form contained



- on a page and expressly excluding information contained in reports) without WECC's express prior written consent;
- v. Not to use meta tags, cookies, or any other "hidden text" created by Customer utilizing the WREGIS or the WECC name, trademark, or product name without WECC's express prior written consent;
 - vi. Not to allow third-party systems or applications to access WREGIS technology or data, including through the use of APIs, screen scrapers, bots, or other technology, without WECC's express prior written consent;
 - vii. Not to "deeplink" to WREGIS without WECC's express prior written consent;
 - viii. Not to create or use a false identity on WREGIS;
 - ix. Not to attempt to obtain unauthorized access to WREGIS or portions of WREGIS that are restricted from general access or portions of WREGIS that are assigned specific Customer access permissions outside of the Customer's own access permissions;
 - x. Not to post any material that is knowingly false or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise in violation of any law;
 - xi. Not to post any copyrighted material unless the copyright is owned or lawfully licensed by Customer or by WECC; and
 - xii. In addition, Customer agrees to comply with all applicable local, state, provincial, federal, and international laws and regulations, including but not limited to United States export restrictions, that relate to use of or activities on WREGIS.

7. Fees

Customer agrees to pay all applicable Fees, including Annual Fees and Volumetric Fees, collectively referred to herein as the "Fees," that WECC charges for using WREGIS. All Volumetric Fees will be calculated monthly. Fees may change from time to time. WECC may, at its sole discretion, increase or decrease the Fees at any time, upon providing 60 days' prior notice to the Customer. WECC shall notify Customer of any WECC process to change the Fees by first publishing the notice on the WREGIS Website. If practicable, such process shall (a) provide for at least a 30-day period for consideration of the proposed change prior to its adoption; and (b) afford each Customer with a reasonable opportunity to participate in such proceedings. In no event shall any portion of the Fees paid to WECC be prorated or refunded to Customer upon termination of the Agreement. Customer's obligation to pay any and all Fees due to WECC shall survive the termination of such use or access.



A schedule of Fees to be charged each type of Organization will be posted on the publicly accessible WREGIS Fee Matrix. Initially, WECC will charge most Customers both an Annual Fee and a Volumetric Fee. The WREGIS Fee Matrix details which fees each type of Organization will be charged, including:

- a. **Annual Fees.** Annual Fees will be calculated in the anniversary month that the Organization was approved. No Annual Fee will be charged to: (1) non-transacting state, provincial, or federal regulators; (2) Qualified Reporting Entities whose sole purpose is to report generation output on behalf of a Generating Unit that is not necessarily owned by the Qualified Reporting Entity; and (3) non-transacting voluntary program administrators.
- b. **Certificate Issuance Volumetric Fee.** WECC shall assess Customer a Volumetric Fee for the issuance of a Certificate. Customer shall pay a fee per MWh of issued WREGIS Certificates. The Certificate Issuance Fee shall be calculated monthly based on the number of Certificates issued.
- c. **Certificate Transfer Volumetric Fee.** WECC shall assess Customer a Volumetric Fee for the transfer of a Certificate from one Organization to another. The Customer initiating the transfer shall pay the Fee on each Certificate transferred to another Organization, whether the transfer is scheduled (Recurring Certificate Transfer) or non-scheduled (ad hoc). The Certificate Transfer Fee shall be calculated monthly based on the number of Certificates of which the transfer was initiated by the Customer and accepted by the intended recipient.
- d. **Certificate Retirement, Reserve, or Exported Volumetric Fee.** WECC shall assess a Volumetric Fee for retiring, reserving, or exporting a Certificate. All Customers that retire, reserve, or export Certificates shall pay the Volumetric Fee on each Certificate retired, reserved, or exported. The Certificate Retirement, Reserve, or Export Fee shall be calculated monthly based on the number of Certificates retired, reserved, or exported.
- e. **Other fees.** Other Fees as specified in the WREGIS Fee Matrix.

8. Payments and Taxes

The Fees shall be non-refundable and are due and payable within 30 days from the date of WECC's invoice. Customer will pay all applicable sales, use, value added taxes, and other taxes levied in connection with Customer's use of WREGIS, other than taxes based on the income of WECC.

9. Late Fees

Customer acknowledges that late payment of any Fees owed to WECC may cause WECC to incur extra administrative and other costs and expenses. If Customer fails to pay any amounts or charges that Customer is obligated to pay under the terms of the Agreement within fifteen days of the due date, then Customer shall be responsible to pay to WECC a late fee equal to one and one-half percent (monthly interest rate) computed on the overdue amount. Customer reserves the right to dispute the amount of the Volumetric Fee charges for a period of 90 days from invoice date. Acceptance of any late



fee shall not constitute a waiver of Customer's default with respect to such late payment, nor prevent WECC from exercising any other rights or remedies available to WECC under the Agreement or applicable law.

10. Term and Termination

- a. **Term.** This Agreement becomes operative on the date on which the Customer's Organization is approved by WREGIS staff. This Agreement shall continue in effect until one of the Parties terminates this Agreement pursuant to the terms of this Section 10 (Term and Termination), or the Agreement expires or terminates by operation of law pursuant to the terms of this Section.
- b. **Termination for Default.** If WECC finds Customer in default in the performance of any of its obligations under Section 21 (Default; Remedies; Nonwaiver of Default) of this Agreement, WECC may terminate this Agreement, including Customer's access to WREGIS, upon giving 15 days written notice to Customer and an opportunity to cure in accordance with Section 21(a) hereof, unless otherwise provided herein.
- c. **Termination for Convenience by Either Party.** Either Party to this Agreement may terminate this Agreement and Customer's access to WREGIS, without cause, by providing at least 30 days written notice to the other Party. Customer's obligation to pay all Fees due to WECC shall survive the termination of such use or access.
- d. **Termination Required by Law.** WECC may terminate access to or Customer may cease use of WREGIS if required to do so by any statute, regulation, tariff, order, or ordinance enacted by a governmental authority having jurisdiction over Customer or WECC, or by any order or other decision of a court of law or governmental agency, as required by said statute, regulation, tariff, ordinance, order, or decision. At least 30 days written notice of said termination of access or cessation of use of WREGIS shall be given by the Party terminating the access to, or ceasing the use of, WREGIS under this subsection, unless a shorter notice period is required or permitted by the applicable statute, regulation, ordinance, order, or decision.
- e. **Provisions that Survive Termination.** The following Sections survive termination of this agreement: Sections 7 (Fees), 10 (Term and Termination), 11 (Ownership and Uses of Data), 12 (Intellectual Property), 13 (Confidentiality), 14 (Limited Warranty; Disclaimer of Warranty), (Disclaimer of Responsibility for Message Boards and Links), (Limitation of Liability; Remedies), 19 (No Assignment, Transfer, or Encumbrance by Customer), 20 (Force Majeure), 21 (Default; Remedies; Nonwaiver of Default), 22 (Waiver), 23 (Governing Law), 24 (Dispute Resolution), 25 (Audit; Continuing Duty to Report Errors; Audit Standard), 27 (Severability), and Attachment 1 (Definitions), and any other provisions which reasonably should or must survive termination or expiration of this Agreement, or which it is reasonable to conclude that



the Parties intended to survive termination or expiration of this Agreement, shall survive termination of the Agreement.

- f. **Reinstatement.** WECC, at its sole discretion, may reinstate a Customer's access to WREGIS after the Organization has been terminated for Customer's Default, upon a determination that the problem that led to the Organization's termination has been satisfactorily resolved. There is no limit on the amount of time that WECC may place an Organization in inactive status. If the Customer passed the date for his/her annual registration update while in termination, WREGIS may require the Customer to provide updated registration data before WREGIS will reinstate any permission to access or use WREGIS. A new Organization may instead be created for this Customer and approved by WREGIS for the Customer to have any permission to access or use WREGIS, at which time all forms must be resubmitted and the annual Customer Fee must be paid.
- g. **Termination due to Intellectual Property Infringement Claim.** Either Party may immediately terminate the Agreement at any time after receiving notice from a third-party alleging infringement of a third-party's intellectual property rights. Termination will be effective upon delivery by one Party of written notice to the other Party. Upon request, WREGIS will deliver Customer information to the Customer as promptly as feasible.

11. Ownership and Uses of Data

- a. The Parties agree that Customer may directly, or through others on its behalf, report Data to WREGIS. The Parties also agree that the Customer will continue to own the Confidential Information reported to WREGIS by or on behalf of Customer. Once Data is received by WREGIS, it will be collected, stored, manipulated, and displayed in a manner unique to WREGIS. "Data" includes Static Data and Dynamic Data. "Data" does not include WREGIS software.
- b. The Parties agree that WECC has the right to use and allow others to use Data reported to WREGIS as WECC reasonably deems appropriate, provided however, that Confidential Information can only be used and disclosed pursuant to the terms of this Agreement. Refer to Section 13 for further details.
- c. Data in WREGIS will be maintained to provide an accurate tracking database and to protect against double or multiple counting of the same Certificates. WECC has the right to retain Customer's Confidential Information in WREGIS even if Customer's Organization is terminated. If a Customer's Organization is terminated, WREGIS will continue to treat Customer's Confidential Information according to the provisions of Section 13.



12. Intellectual Property

Copyright and/or other intellectual property laws may protect WREGIS, and all content of WREGIS, and any unauthorized use of the WREGIS software may violate such laws related to their protection. Except as expressly provided herein, WECC does not grant any express or implied right or license of any kind to Customer under any patents, copyrights, trademarks, or trade secret information with respect to WREGIS. Customer acknowledges that Customer does not acquire any ownership rights by downloading copyrighted material from WREGIS or by accessing the WREGIS platform.

13. Confidentiality

- a. WECC agrees not to use or disclose Confidential Information contained in WREGIS except as authorized by this Agreement. Information not specifically listed as public or Confidential will be considered sensitive information and will not be disclosed outside of WECC without consent of the Customer.
- b. The following is deemed Confidential Information:
 - Gross generation (MWhs) of each electricity Generating Unit;
 - Net generation (MWhs) of each electricity Generating Unit;
 - Electricity (MWhs) consumed on site by the Generating Unit owner, other than for Generating Unit use (monthly);
 - Street address of the Generating Unit;
 - If aggregate metering of Generating Units, number, and names of Generating Units on the meter;
 - Capacity factor of each electricity Generating Unit;
 - Total number of Certificates in Customer's Organization and each Account; and
 - Those portions of communications between Customer and WECC regarding WREGIS that contain any of the aforementioned information that would be treated as Confidential Information.
 - The amount and timing of Certificate transfers, including transfers from one Organization to another and transfers among the Accounts of an Organization will be treated as confidential (except with respect to a third party to whom the Customer has granted access).
- c. The following Data reported to WREGIS is considered public information and will not be treated as Confidential Information:
 - Customer company name, address, and all contact information;



- Agent's company name, address, and all other contact information;
- Generating Unit Name;
- Facility owner name, address, and all other contact information (other than the Generating Unit street address);
- Nameplate capacity of the Generating Unit;
- Generating Unit type of prime mover;
- Energy source, and/or fuel type(s) used at Generating Units;
- For multi-fueled Generating Units, the fuels consumed each month as a percentage of the total fuel used each month for electricity production;
- Other eligibility characteristics;
- Date when Generating Unit went into first commercial operation;
- Date when Generating Unit was initially approved in WREGIS;
- Name of facility operator, address, and contact information (other than the Generating Unit street address);
- Meter serial or identification number;
- Revenue meter by county, province, state, country;
- Statement of fact that Generating Unit is or is not within WECC's region;
- Name of Balancing Authority for the Generating Unit;
- Name of utility to which Generating Unit is physically interconnected to;
- Statement of fact that the Generating Unit is or is not a Qualifying Facility;
- Facility Ownership type (a range of options);
- Statement of fact that the Generating Unit has or has not received California Supplemental Energy Payments;
- Statement of fact that the Facility has or has not received State/Provincial public benefits funds or support;
- Statement of fact that the Facility has or has not received Federal Tax Credits;
- FERC Hydro licensing information including license identifier, date of last license or application pending information;
- Statement of fact that the Generating Unit has or has not been Repowered and date if it has been Repowered;



- State/provincial program eligibility/certifications;
 - State/provincial RPS eligibilities information as may be required for one or more states/provinces;
 - Statement of fact, whether the Facility is outside of United States Defined Protected Areas indicator;
 - Certified “Low-impact” information for eligibility; and
 - Information on Certification or Eligibility for Voluntary or other Mandatory Programs.
- d. WECC shall protect Customer’s Confidential Information from inadvertent disclosure and from disclosure to any third party except as authorized by Customer or this Agreement. WECC, its employees, members, agents, and assigns will protect and maintain Confidential Information provided by Customer to WECC pursuant to the provisions of this Section 13, and WECC shall obtain from all its employees, members, agents, and assigns to whom such Confidential Information is provided their agreement to comply with this Agreement.
- e. Confidential Information may be aggregated with other information in WREGIS and included in Public Reports as described more fully in the WREGIS Operating Rules, so long as it is sufficiently aggregated such that a third-party reviewer could not determine the actual generation produced by a Generating Unit registered with WREGIS over any specified period or attribute any Confidential Information to a particular Customer. Information in WREGIS that is considered Confidential Information that cannot be sufficiently aggregated or masked (such as Generating Unit street address) such that a third-party reviewer could determine the actual Generating Unit registered with WREGIS, or attribute any Confidential Information to a particular Customer, cannot be included in public reports.
- f. If WECC is requested or required, by subpoena, oral deposition, interrogatory, request for production of documents, administrative order, or other legal or regulatory process, to disclose any Confidential Information of Customer, the WREGIS Director shall notify the Customer in writing as promptly as feasible using commercially reasonable efforts so that Customer may, if it so chooses and at its own expense, challenge the disclosure or seek an appropriate protective order. WECC shall reasonably cooperate with Customer in resolving the dispute. To the extent that the WREGIS Director and WECC have complied with the preceding provisions of this Section 13, WECC shall not be deemed to have violated its confidentiality obligations under this Agreement because of disclosing Customer’s Confidential Information to a third party pursuant to a subpoena, oral deposition, interrogatory, request for production of documents, administrative order, or other legal or regulatory process.
- g. In addition to the confidentiality requirements as specified in this Agreement, WECC will require adherence by the WREGIS Director, WREGIS Staff and any persons with access to such



Confidential Information, to applicable confidentiality policies and protocols designated by WECC. These documents will be available for review upon request.

- h. For purposes of this Agreement, no arbitrator engaged pursuant to Section 24 of this Agreement shall be deemed a third-party so long as such person has agreed in writing to be bound by the confidentiality obligations applicable to WECC under this Agreement and the applicable rules of the American Arbitration Association (AAA).
- i. The obligations of confidentiality in this Agreement shall survive its termination without limitation in duration for so long as information continues to meet the definition of Confidential Information.

14. Limited Warranty; Disclaimer of Warranty

- a. **NEITHER PARTY, EXCEPT AS OTHERWISE PROVIDED IN SECTION 25 (b), WARRANTS THAT THE DATA IN WREGIS IS ACCURATE, CORRECT, COMPLETE, OR CURRENT.**
- b. **SOFTWARE PROGRAMS USED FOR WREGIS AND THE WREGIS WEBSITE ARE PROVIDED “AS IS” TO THE CUSTOMER. WECC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR TO THE ADEQUACY OR PERFORMANCE OF SOFTWARE PROGRAMS USED FOR WREGIS; AND, EXCEPT AS SPECIFICALLY WARRANTED IN SECTION 6(b)(iv), WECC HEREBY DISCLAIMS ANY SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WECC DOES NOT WARRANT THAT THE SOFTWARE PROGRAMS IN WREGIS WILL BE ERROR FREE OR BUG FREE. However, WECC will use commercially reasonable efforts to ensure the WREGIS software is accurate, correct, complete, and current, in accordance with updates and other information provided by the WREGIS software vendor.**
- c. WECC is not responsible for the acts or omissions of parties other than WECC who input Data into WREGIS or from whom Data is obtained for inclusion into WREGIS.
- d. Customer is solely responsible for the protection, security, and management of usage and security of its computer network. WECC will not compensate Customer for damages incurred to the extent due to security violations of the security of Customer’s computer network, nor shall Customer make deductions or set offs of any kind for Fees due to WECC resulting from security violations of Customer’s computer network.



- e. WECC will have no liability for any claims for intellectual property infringement, except for claims due to its own actions, but will flow down any rights it may have to indemnity that it receives by virtue of its contract with M-RETS.

15. Disclaimer of Responsibility for Links

- a. WECC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of sites accessible by hyperlink from WREGIS, or sites linking to the WREGIS Website. The linked sites are not under the control of WECC and WECC is not responsible for the content of any linked site, or any link contained in a linked site, or any review, changes, or updates to such sites. The inclusion of any link does not imply affiliation, endorsement, or adoption by WECC or WREGIS of any information contained therein. When leaving WREGIS or the WREGIS Website Customer understands that WREGIS' terms and policies do not govern the accessed website, and Customer will review the applicable terms and policies, including privacy and data-gathering practices, of that website.

16. Limitation of Liability; Remedies

- a. **NEITHER WECC NOR M-RETS SHALL BE LIABLE TO CUSTOMER NOR SHALL CUSTOMER BE LIABLE TO WECC OR M-RETS FOR ANY DIRECT, GENERAL, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES REGARDLESS OF CAUSE.**
- b. **EACH PARTY AND M-RETS SHALL BE ENTITLED TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT.**
- c. **M-RETS SHALL BE A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT FOR THE PURPOSES OF THIS SECTION 16.**

17. Access Credentials

Customer agrees to assume sole responsibility for the security of any Access Credentials issued by WREGIS to Customer for accessing WREGIS. Customer shall restrict and control the use, copying, and security of its Access Credentials to WREGIS among Customer's employees and agents and, to the extent reasonably within its control, prevent access to WREGIS except by those permitted to have access according to this Agreement and applicable WREGIS Operating Rules. Each Party agrees to immediately notify the other Party of any suspected unauthorized use of Customer's Access Credentials, Organization, or any other suspected breach of security.



18. Viruses

WECC shall take reasonable efforts to protect WREGIS from being infected by viruses, including supplying virus protection software. However, WECC assumes no responsibility, and shall not be liable for viruses that may infect Customer's equipment or other property on account of Customer's access to use of any information or the use of WREGIS.

19. No Assignment, Transfer or Encumbrance by Customer

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

20. Force Majeure

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

21. Default; Remedies; Nonwaiver of Default

- a. **Default.** The occurrence of any of the following shall be considered a "Default":
 - i. Customer has failed or refused to abide by the Operating Rules or to perform any of its material duties or obligations under this Agreement, other than those set forth below in Sections 21(a)(ii), (a)(iii), (a)(iv), (a)(v), and (a)(vi), which default is not substantially cured within 15 days after written notice is given to Customer specifying such default; provided however that if the nature of Customer's default is such that more than 15 days are reasonably required to cure, then such default shall be deemed to have been cured if Customer commences such performance within said 15 day period and thereafter diligently completes the required action within a reasonable time thereafter.
 - ii. Customer fails to pay any of the Fees or other charges due to WREGIS within 90 days of their due date.



- iii. Customer, its employees, agents, or contractors alter, tamper with, intentionally damage, or destroy (1) WREGIS, the WREGIS Website, or WREGIS Software or any portion thereof, or (2) the Data, Output, or other Confidential Information of other users of WREGIS.
 - iv. Customer uses WREGIS in any manner that, directly or indirectly, violates any law, rule, code, or regulation or aids any unlawful act or undertaking.
 - v. All or substantially all of Customer's assets are attached or levied under execution (and Customer does not discharge the same within 60 days thereafter); a petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Customer (and Customer fails to secure a stay or discharge thereof within 60 days thereafter); Customer is insolvent and unable to pay its debts as they become due; Customer makes a general assignment for the benefit of creditors; Customer takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Customer or its assets if such receivership has not been vacated or set aside within 30 days thereafter; or, dissolution or termination of existence of Customer if Customer is not a natural person.
 - vi. Knowingly, intentionally, or with willful ignorance, falsifying or misrepresenting any Output or Data input into WREGIS by Customer as required in Section 3(c).
- b. In addition to the defaults described above, the Parties agree that if Customer receives written notice of a violation of the performance of any particular material term or condition of this Agreement three or more times during any 12-month period, regardless of whether such violations are ultimately cured, then such conduct shall, at WECC's option, represent a separate Default.
- c. **Remedies.** Upon the occurrence of any Default, the Parties shall have the following rights and remedies, in addition to those stated elsewhere in this Agreement and those allowed by law or in equity, any one or more of which may be exercised without further notice to Defaulting Party:
- i. If any of the items enumerated in section (a) occurs, Customer is in default and WECC may suspend Customer's access to WREGIS, upon giving 15 days written notice to Customer. If there is a dispute regarding the occurrence of a default, the Parties shall follow the provisions of Section 24 (Dispute Resolution) to settle the matter. WECC, at its sole discretion, may reinstate an Customer's access to WREGIS after the account has been suspended for Customer's Default, upon a determination that the problem that led to the Customer's suspension has been satisfactorily resolved and payment made for all fees and late charges (sanctions) due and owing. There is no limit on the amount of time that WECC may suspend an Organization. WREGIS may require the Customer to provide updated registration data before WREGIS will reinstate any permission to access or use WREGIS.



- ii. If a Party is in Default, the Party not in Default may terminate this Agreement as provided in Section 10 (Term and Termination).
- iii. Upon termination of the use of WREGIS, Customer shall be obligated to pay to WECC all monies due to WECC, which shall include any interest and late fees due hereunder.
- d. **Nonwaiver of Default by accepting partial payment.** WECC 's receipt of less than the full amount of Fees due shall not be construed to be a waiver of default but shall be construed as a payment on account then due, nor shall any Customer statement be deemed an accord and satisfaction or a waiver of default.

22. Waiver

No waiver of any provision, condition, requirement, Default, or breach of this Agreement will be effective unless set forth in a written instrument executed by the Party granting the waiver. Any such waiver will be effective only in the specific instance and for the specific purpose for which it is given and will not be deemed a waiver of any other provision or of the same Default or breach upon any recurrence. No failure to exercise and no delay in exercising any right (including without limitation any remedy available to a Party) under this Agreement will operate as a waiver of such right, nor will any single or partial exercise of any right preclude any other or further exercise of that right or any other right.

23. Governing Law

Except for any state agency or governmental entity, Customers that are prohibited from using any other state's laws than their own (in which case their state law without regard to its rules on conflicts of laws shall be used), or in the case of a federal government Customer federal law shall apply, this Agreement shall be governed by the laws of the State of Utah without regard to its rules on conflicts of laws. Unless expressly preempted by the laws of the United States of America, the Parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement.

24. Dispute Resolution

In the event of a dispute, controversy, or claim raised or asserted by the Customer, the Parties shall follow the following dispute resolution procedures.

- a. **FIRST STEP.** Customer and the WREGIS Director shall first attempt in good faith to resolve the dispute by informal oral and/or written discussion(s). The Customer shall identify the issues and the relief sought.
- b. **SECOND STEP.** If the Parties cannot resolve the dispute at the First Step and the Customer wishes to further pursue the matter, then Customer shall set forth the dispute in a writing entitled "Notice of Dispute" and send it, together with any supporting evidence, to the WREGIS Director. The Notice of Dispute shall in good faith describe the issue(s) in the dispute, the legal



authority or other basis for the Customer's position, the evidence that supports the Party's position, and the remedy sought. The WREGIS Director (or designee) shall review the written dispute and confer with the appropriate Customer, and WECC to review and consider the dispute in good faith. The WREGIS Director (or designee) shall issue to the Parties a good faith written recommended resolution of the dispute within 15 business days after receipt of the Customer's Notice of Dispute. If the issues or evidence are complex, the WREGIS Director may for good cause extend the time for issuance of a recommended resolution by a reasonable amount of time not to exceed 20 calendar days. If the WREGIS Director invokes such an extension, the reason for the extension shall be stated in writing and immediately provided to Customer. The written recommendation of the WREGIS Director (or designee) shall include a recommended resolution of the dispute together with a good faith informal explanation of the reasons for the recommended resolution. Neither Party shall be formally bound by the recommended resolution nor by any written submissions they may make to the WREGIS Director, although such submissions may be entered into evidence at a later dispute resolution process, if any, including arbitration or litigation.

- c. **THIRD STEP.** Should the Customer disagree with the WREGIS Director's recommended resolution of the dispute, Customer may appeal the matter in writing to the WECC CEO by forwarding a written "Notice of Appeal" along with the written materials previously submitted to the WREGIS Director and a copy of the WREGIS Director's written recommended resolution of the dispute. The WECC CEO shall consider and decide the dispute as soon as possible and issue a written decision thereon to the Customer.
- d. **FOURTH STEP.** Except for any state agency or governmental entity Customer's for which binding arbitration of disputes is not permitted by law, should the Customer disagree with the WECC CEO's decision and wish to further pursue the dispute, Customer may proceed to arbitration on the terms and conditions set forth below by sending the WECC CEO and the WREGIS Director a written Notice of Intent to Arbitrate, as described below, specifying the dispute and the relief sought. The dispute and any related controversy or claim arising out of or relating to these Terms of Use, or the breach thereof, or any other claim or controversy between the Parties, shall then be decided by binding arbitration administered by the AAA under its Commercial Arbitration Rules and Supplementary Procedures for Online Arbitration then in effect. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The Parties shall mutually select one arbitrator with legal expertise in intellectual property, web-based tracking systems, and/or any one area of legal expertise that is substantially involved in the dispute, within 30 days of instituting the arbitration; otherwise, the AAA shall select the arbitrator. Any hearings will be held in Salt Lake City, Utah, the Parties hereby waiving any claim or defense that such venue is not convenient or proper. Neither Party may dispute the validity of this Agreement, the Operating Rules, the Interface Control



Documents, and/or protocols related to WREGIS. Any request for emergency or injunctive relief may be submitted under the AAA's Optional Rules for Emergency Measures of Protection. The arbitrator shall have no authority to award punitive damages or any other damages other than specific performance, and may not in any event make any ruling, finding or award that does not conform to the terms and conditions of these Terms of Use. Unless required by law or mutually agreed in writing by the Parties, neither Party nor the arbitrator may disclose the existence or results of any arbitration hereunder.

- e. Prior to initiating arbitration or any other form of legal or equitable proceeding hereunder, the Party seeking to arbitrate or resolve an issue (Demanding Party) shall give the other Party at least 30 days written Notice of Intent to Arbitrate describing the claim with particularity and the amount of the claim as to which it intends to initiate the action together with all supporting documentation available to the Demanding Party.
- f. Each Party shall be responsible for the payment of its defense costs associated with the resolution of said dispute whether in arbitration or before a court of law, including but not limited to any filing fees, arbitrator fees, attorney fees, and other costs incurred in such proceeding.
- g. For (i) State agency or governmental entity Customer for which binding arbitration of dispute is not permitted by law; or (ii) Customers (x) who are Balancing Authorities and are Qualified Reporting Entities acting solely in the capacity of reporting Output on behalf of a Generating Unit that is not owned by the Qualified Reporting Entity (e.g. an independent system operator) and (y) whose tariffs specify a dispute resolution process which governs the dispute; the Customer shall send the WECC CEO and the WREGIS Director a written Notice of Intent for Resolution, specifying the dispute, the relief sought, and a planned alternative course of action to resolve the dispute other than the binding arbitration process specified in this Agreement.
- h. The Parties agree that neither may bring a claim nor assert a cause of action against the other, in any forum or manner, more than one year after the cause of action accrued, except where the Party could not have reasonably discovered the facts giving rise to the claim within one year.

25. Audit; Continuing Duty to Report Errors; Audit Standard

- a. WECC reserves the right to audit Customer's relevant records to verify any information submitted by Customer to WECC under this Agreement. This right shall survive for a period of three years after the expiration or termination of this Agreement and Customer shall maintain its records in accurate, complete, and readable form for at least that period after expiration or termination of this Agreement.
- b. The accuracy of all information provided by Customer to WREGIS is of the essence in this Agreement. Customer hereby agrees, represents, and warrants that it will use reasonable efforts



to ensure that all the information it, its Agents, or its employees provides to WREGIS shall to its knowledge be true, complete, and accurate at the time the information is provided to WREGIS. Should Customer discover that any information provided or that was previously provided to WREGIS is untrue, incomplete, or inaccurate, Customer shall immediately notify WREGIS in writing of the particular untrue, incomplete, or inaccurate information and shall provide a true, accurate, and complete update of said information to the best of its ability, as soon as is practical. This shall be an ongoing obligation of Customer during the term of this Agreement.

26. Order of Precedence

Any inconsistency in this Agreement, its attachments, the Operating Rules, and each of their respective most current effective versions, shall be resolved by giving precedence in the following order:

1. This Agreement;
2. Attachment(s) to this Agreement; and
3. Operating Rules

27. Severability

- a. If any provisions of this Agreement, including any provision of this Agreement and its Attachments, or the Operating Rules, is held to be unenforceable, illegal, or in violation of a tariff or legal order of a governmental agency by a court of law or governmental agency with jurisdiction over the matter, then if the essential terms and conditions of the Agreement remain valid, legal and enforceable, such provision shall be deemed severed and shall not affect the validity of the other provisions of this Agreement, including the other provisions of the Attachments or Operating Rules, which will at all times remain in full force and effect.
- b. Further, notwithstanding any other provision of this Agreement, no provision of this Agreement (including any provision of any Attachment or other agreement incorporated into this Agreement) shall operate to obligate a Customer which is:
 - (A) A Balancing Authority, and
 - (B) A Qualified Reporting Entity acting solely in the capacity of reporting Output on behalf of a Generating Unit that is not owned by the Qualified Reporting Entity to undertake any action which the Customer determines to be in violation of the Customer's tariff, or of orders imposed upon such Customer by the Federal Energy Regulatory Commission ("FERC") or other governing agency/entity with jurisdiction over Balancing Authority-Customer.
- c. If such Customer reasonably believes that any portion of this Agreement might cause or is causing a violation of its tariff or orders imposed by FERC or other governing entity, then Customer shall deliver to the WREGIS Director written notice, signed by a senior executive (vice president, president, or person of equivalent capacity), of Customer's determination. This



notice shall cite the relevant provisions of the Agreement and of the tariff or orders forming the basis of the notice. Upon receipt of this notice, the terms of the Agreement specified in the notice shall be immediately and suspended as they apply to this Customer.

- d. If this Agreement's essential terms and conditions are thereby affected and impaired, the Parties shall meet and confer, within three business days of such notice, or as otherwise mutually agreed. At this meeting, which may be by telephone, the Parties shall make good faith efforts to identify a mutually acceptable plan to resolve the issue, so long as its essential terms and conditions may be carried out. The Parties may, for example, develop amendments to the Agreement (and/or incorporated document), or agree to a waiver of the provision (subject to Section 22 [*Waiver*] of the Agreement), explore potential amendments to the tariff, or undertake any other actions to resolve the conflict identified by the Customer.
- e. In the event that the Parties are unable to reach a resolution or agree on a written plan to include action and timelines, within five business days after the date of the notice, then either Party may terminate this Agreement for convenience pursuant to Section 10 (c) [*Termination for Convenience by Either Party*] herein, except that the terminating Party may, at its option, set the termination date to be effective immediately or for any other time up to 30 days from the date of the notice of termination; and provided further that any provision suspended by the Customer's notice will remain suspended through to such termination.
- f. If the Parties have agreed upon a mutually acceptable written plan pursuant to (iii) above, but one Party reasonably believes that actions specified in the plan are not being carried out as agreed, then that Party may provide written notice to the other Party. That other Party will have 15 days following the date of the notice within which to demonstrate to the reasonable satisfaction of the first Party that the plan will be carried out as agreed. If the Party serving notice (i.e., the first Party) is not reasonably satisfied within the 15-day period, then either Party may, at its option, terminate the Agreement as provided in the preceding subsection.

28. Notices

All notices required to be in writing under this Agreement, unless otherwise provided for herein, shall be delivered electronically, in person or by first class, registered, or certified mail (postage prepaid), or by overnight courier service to the address of the Party as either Party may specify in writing. Service shall be effective on the earlier of actual receipt or the second business day after the day of mailing (via first class mail). For service of electronic notice, it shall be deemed received on the first business day after said notice was sent to the other Party's e-mail address as designated in writing by such other Party.

29. Capitalized Terms

Any capitalized terms contained herein that are not otherwise defined herein shall have the meanings as such terms are defined in the WREGIS Operating Rules.



30. Entire Agreement

This Agreement, including any exhibits attached hereto, and the Operating Rules constitute the entire agreement of the Parties and supersede any preprinted or conflicting terms in any other prior or contemporaneous oral or written agreements and any other communication.

IN WITNESS WHEREOF, WECC and the Customer have each caused this Agreement to be executed by their respective duly authorized representatives as of the date first above written.

WESTERN ELECTRICITY COORDINATING COUNCIL

By: _____ (Signature)

Name: _____

Title: _____

(Customer)

By: _____ (Signature)

Name: _____

Title: _____



ATTACHMENT 1: Definitions

- a. **Customer:** A WREGIS Customer is a party that has registered with WREGIS and has established an Organization within WREGIS.
- b. **Access Credentials:** All usernames, passwords, licenses or security keys, security tokens, PINs or other security codes, methods, or technology or devices used to verify an individual's identity and authorization to access WREGIS.
- c. **Active Account:** The Active Account is the holding place for all active WREGIS certificates. If the Customer has Generating Units associated with the Organization, or is the designated representative of a Generating Unit owner, its Active Account will be the first point of deposit for any WREGIS Certificates created that are associated with the Generating Unit ID number, unless the Certificate is subject to a Recurring Certificate Transfer. An Active Account may be associated with one or more Generating Units.
- d. **Affiliate:** An Affiliate of a Customer is any entity that: (1) is (a) a subsidiary of such entity or (b) any partnership, limited liability company or joint venture or other form of entity which acts commercially in which such entity or any subsidiary thereof is directly or indirectly a partner, member, or venturer; or (2) directly or indirectly controls, is controlled by, or is under common control with such entity, including any limited partnership of which such other entity or any Affiliate thereof is the general partner. For purposes of this Agreement, a ten percent or greater ownership interest shall be deemed to constitute a rebuttable presumption of "control." An entity controlled by or operating as a unit, agency, or subdivision of a local, state, or provincial government or the federal government shall not be considered an Affiliate of any other entity controlled by or operating as a unit, agency, or subdivision of the local, state, or provincial government, or a federal government.
- e. **Agent:** An entity outside of the Customer's organization that has been authorized by the Customer to act on its behalf within WREGIS.
- f. **Balancing Authority:** the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time.
- g. **Certificate:** A WREGIS Certificate represents all renewable and environmental attributes from one MWh of electricity generation from a renewable energy Generating Unit registered with the WREGIS tracking system. WREGIS will create exactly one Certificate per MWh of generation that occurs from a registered Generating Unit.
- h. **Confidential Information.** Information treated as Confidential Information is listed in Section 13. B. Confidential Information does not include information which can be established by written documentation (1) to have been publicly known prior to submittal to WECC; (2) to



have become publicly known, without the fault of WECC, subsequent to submittal to WECC; (3) to have been received by WECC at any time from a source other than Customer, so long as with respect to information submitted by a third party WECC has no reason to believe that the third party (a) is not lawfully in possession of the information or (b) is in violation of any contractual, legal, or fiduciary obligation to Customer with respect to the information; (4) to have been independently developed by employees or agents of WECC without access to or use of such information disclosed by Customer or their agents to WECC; (5) is common technical information; and (6) to have been submitted to WECC by the Customer for purposes other than those relating to this Agreement and not otherwise protected by a confidentiality obligation.

- i. **Data:** Data means all recorded information, including Output and Confidential Information, regardless of form or the media on which it may be recorded that is submitted to WECC and WREGIS pursuant to this Agreement.
- j. **Dynamic Data:** Dynamic Data is variable information associated with a specific MWh from a registered Generating Unit, such as Certificate serial number or date of generation.
- k. **Generating Unit:** Any combination of physically connected generators, reactors, boilers, combustion turbines, and other prime movers operated together to produce electric power. Also called a Generating Asset.
- l. **Generator Owner:** The persons or legal entity that owns Generating Unit(s).
- m. **M-RETS:** M-RETS refers to the Midwest Renewable Energy Tracking System, Inc. a Wisconsin 501(c)(4) not-for-profit corporation that provides software services to WREGIS.
- n. **Organization:** An entity or individual participating in WREGIS who has completed the steps required to register in the system.
- o. **Output:** Output shall mean reported generation data from a registered Generating Unit delivered to WREGIS by Qualified Reporting Entities or Customers.
- p. **Qualified Reporting Entity (QRE):** An Organization providing renewable Output on a unit-specific basis for the purpose of creating WREGIS Certificates that has met the Qualified Reporting Entity Guidelines established in the WREGIS Operating Rules.
- q. **Registration:** The act of filling out the forms, providing required documents and paying Fees necessary to establish an Organization or register a Generating Unit in WREGIS. Such forms may be obtained from the WREGIS Website .
- r. **Renewables Portfolio Standard (RPS):** A legislative or administrative requirement on electrical utilities, wholesale markets, or load-serving entities in a jurisdiction to include a designated percentage or amount of renewable electricity in their generation/retail portfolio.



- s. **Retirement Account:** A Retirement Account is used as a repository for WREGIS Certificates that the Customer wants to designate as retired and remove from circulation. Once a Certificate has been transferred into a WREGIS Retirement Account, it cannot be transferred again to any other Organization or Account.
- t. **Retirement of Certificates:** Retirement of Certificates is an action taken to remove a Certificate from circulation within WREGIS. The Customer may initiate retirement for Certificates in its own Account(s) or WREGIS Staff can forcibly retire any Certificates for cause. Retirement is effectuated by transferring Certificates into a Retirement Account.
- u. **Static Data:** data that describes the attributes of the Generating Unit that do not change based on actual operation. Static information is entered at Registration and generally includes information related to the characteristics of the generation facility such as technology type, ownership, or location.
- v. **WECC:** The Western Electricity Coordinating Council (WECC) is a non-profit corporation that exists to assure a reliable Bulk Electric System in the geographic area known as the Western Interconnection. Its service territory extends from Canada to Mexico including the provinces of Alberta and British Columbia, the northern portion of Baja California, Mexico, and all or portions of the 14 western states in between. The States that are fully included in WECC are: Washington, Oregon, California, Nevada, Idaho, Utah, New Mexico, Arizona, Colorado, Wyoming, and Montana. Texas, South Dakota, and Nebraska are partially included within WECC. All references in the Agreement to WECC as a “Party” to this Agreement shall also be deemed to apply to any duly selected successor in interest to WECC, if any.
- w. **WREGIS Staff:** WREGIS Staff means those employees of WECC, including personnel hired by WECC or on behalf of WREGIS on a contractual basis, designated as responsible for the administration of WREGIS.
- x. **Western Interconnection:** The interconnected electrical systems that encompass the region of the Western Electricity Coordinating Council of the North American Electric Reliability Council. The region extends from Canada to Mexico. It includes the provinces of Alberta and British Columbia, the northern portion of Baja California (Mexico), and all or portions of the 14 Western states in between.
- y. **WREGIS Director:** The WREGIS Director is the individual hired by WECC with the authority to oversee the administration and implementation of WREGIS and its Operating Rules on behalf of WECC.
- z. **WREGIS Website:** The related collection of web pages and interfaces associated with WREGIS that is accessible via the Internet.

