

SCE EnergyManagerSM Suite of Products Terms of Use

A. Introduction

In order to facilitate participation by customers of Southern California Edison Company (“SCE”) in its Energy Manager programs, SCE has arranged for participants in these programs, which are described below, to obtain the SCE Energy ManagerSM Basic Service (“**EnergyManager Basic**”) that will allow participants to access and use certain meter data, obtain program related information, and provide certain information to SCE. In addition, SCE offers two optional Services which can be elected by the customer at its discretion by executing a separate agreement for these Services: SCE Cost ManagerSM (“**Cost Manager**”) and SCE Bill ManagerSM (“**Bill Manager**”)

1) Description of Services

EnergyManager Basic provides near real time energy usage data, refreshed daily and tools to allow the customer to participate in load curtailment programs. This service is automatically provided to customers eligible for the Energy Manager programs.

Cost Manager provides near real time energy usage data refreshed either monthly, daily, hourly or quarter-hourly (every 15-minutes), cost estimation/forecasting, rate analysis, what-if scenario tools and account aggregation functionality and an electronic images of the customer bills. This is an optional fee-based service.

Bill Manager provides bill component data to the customer’s website, each month after the account bills, with analytical tools to perform benchmarking, variance review and additional analyses. This is an optional fee-based service.

The Services described above are Internet-based software tools for use by SCE Customers which allow them to (1) manage and analyze their energy usage (2) participate in load curtailment programs and/or (3) analyze their bill component data

As a participant in the SCE EnergyManager programs, a Customer will receive its interval energy usage data from meters that are installed on the premises of the Customer under **EnergyManager Basic** Service. These customers can also elect to receive, additional cost estimation/forecasting, rate analysis and what-if scenario tools for a monthly service charge with **Cost Manager** and/or bill component data based on their monthly Edison bill with analysis tools under **Bill Manager**. This interval data and/or bill component data will be transferred directly by an SCE-supplier, Itron, to a database on SCE’s server so this data is available for access by the Customer after the data is obtained from the meter. Once the data has been electronically stored on this database, the data may be viewed by the Customer by using these Services. Other software tools that comprise these Services may be used by the Customer to view and analyze this data.

SCE EnergyManagerSM Suite of Products Terms of Use

The Customer may use the Services to perform studies of the historic usage data (i.e., studies that a Customer may find useful in deciding whether to volunteer to curtail usage when notice is received of a potential load curtailment event). These Services may also provide the Customer with notices about potential load curtailment events and related program information, such as baseline usage levels and target compensation estimates. Under some of these load curtailment programs, the Customer may also use the Services to notify SCE if the Customer is willing to curtail its load.

The data and information described above is the data and information that SCE currently plans to provide to a Customer that participates in the SCE Energy Manager programs. However, SCE may change the data or information that it provides to participants in these programs or may add or delete programs.

Further, data or information provided to a Customer as part of the Services are provided subject to the general disclaimer set out in Section E.2 below. Also, please be advised that data provided as part of the SCE Energy Manager programs is not in the same form as the data used by SCE for billing purposes and comparing these two forms of data may not be useful.

At the current time, SCE is not charging a fee for use of SCE **EnergyManager Basic** Service to customers who are eligible for the state-mandated near real time energy program or for the service provided to customers who volunteer in load curtailment programs. However, SCE reserves the right to begin charging a fee for the free **EnergyManager Basic** Service in the future, after reasonable notice is provided to SCE customers using this Service. Customers electing to participate in the optional services of **Cost Manager** and **Bill Manager** will be required to pay monthly service charges based on separate agreement(s) signed by the customer.

2) Description of Programs

SCE offers load curtailment and a near real-time energy management program. Under the load curtailment programs, SCE may notify participants in the program if SCE decides or is informed by authorized governmental entities that it may need to curtail load. Any such notice to a Customer, however, is not a commitment by SCE to curtail that Customer's load (or to pay compensation to a Customer associated with a possible load curtailment). Further, SCE or other authorized governmental entities may cancel a bidding event at any time, may reject any bids submitted as part of a bidding event, and may decide a previously announced load curtailment is not needed.

SCE EnergyManagerSM Suite of Products Terms of Use

The Services are intended to compliment these programs by providing these tools to a Customer that may assist a Customer in forecasting and discerning general trends and patterns in its energy usage and in making appropriate decisions about curtailing load, based on whatever trends and patterns the Customer may discern from its historic energy usage data. The Customer, however, should recognize that these tools (i.e., the Services and related data and information) may not be useful in all circumstances, that predictions about the future are inherently risky, and that other tools (i.e., ways of looking at usage data) may exist that could be useful to the Customer. The Services are not intended to serve as the sole basis for planning or other decision-making by the Customer and should not be used in this manner.

3) Description of Security Measures

To protect privacy rights, we may require that a Customer establish one or more user accounts to access such Services ("User Account"). SCE reserves the unqualified right: (i) to accept or decline to accept an application to open a User Account; (ii) to terminate any User Account; and (iii) to discontinue the provision of any Service related to such User Account. Information collected from the Customer on this Website (including information about the Customer's energy account and any personal information) is subject to our SCE Online Privacy Policy, which can be found at www.sce.com.

B. SCE-Provided Content and Third Party Content

Information and data that the Customer may access using the Services may be provided by SCE, Itron or a third party. The information and data that SCE plans to provide consists of: (1) access to data from the Customer's meter and/or historic usage data for the Customer in the possession of SCE; (2) notices of potential load curtailment events; and (3) certain information about the SCE Energy Manager programs. SCE cannot guarantee the accuracy, completeness, availability, quality or usefulness of this data and information. If a Customer has any questions or concerns about this data or information, then the Customer should contact SCE via e-mail at sceenergymanager@sce.com.

The Services will be provided by a third party software developer, Itron, and is made available on servers and via web pages hosted and maintained by Itron or its designee. SCE is not responsible for the functionality, reliability, or the security of the Services. In addition, the Customer, or any other user, is not authorized to use any software, bots, spiders or information-gathering devices or programming routines to monitor, copy or otherwise "mine" information displayed on a Website. Further, the Services are subject to the third party content provisions set forth below.

SCE is not responsible for any errors or omissions associated with any content provided by a third party (including by Itron from sources other than SCE), and shall not be liable for any harm, loss, or liability a Customer or other user suffers in reliance on such Services, information or content (collectively, Third Party Content). Under no circumstances shall SCE be liable in any way for Third Party Content, or for any loss or damage of any kind incurred as a result of Third Party Content being posted or otherwise transmitted through any website or in connection with the Services.

SCE EnergyManagerSM Suite of Products Terms of Use

C. Intellectual Property of SCE and Others

1) Copyrights

All content on any website accessed by means of or as part of the Services (collectively, “Website”), including all text, graphics, artwork, logos, buttons, icons, images, audio clips, video clips, software, and code, is the copyrighted property of SCE or other content suppliers and is protected by U.S. and foreign copyright laws and international conventions. The compilation of all content on this site is the exclusive property of SCE or other third parties and may be protected by U.S. and foreign copyright laws and international conventions. Any unauthorized use of materials on a Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations or statutes. Except as allowed in these Terms of Use, such content may not be reproduced, modified, edited, distributed, republished, downloaded, displayed, posted, sold, or transmitted (in whole or in part) in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise, without the express prior written permission of SCE or the other copyright owner, as the case may be.

2) Trademarks

The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs, and other identifiers (“Trademarks”) used and displayed on this Website are registered and unregistered Trademarks of SCE and others in the United States and other countries. No display or use of such Trademarks may be made without the express prior written permission of SCE or other Trademark owner, as the case may be. No meta tags or any other “hidden text” utilizing SCE’s name or Trademarks are authorized without the express prior written permission of SCE.

If you believe that material included on this Website infringes another party’s trademark rights, contact us promptly so that we may investigate the situation and, if appropriate, block or remove the material.

D. Responsibilities of User

1) Use of Security Devices

In connection with opening a User Account, the person enrolling, referred to hereafter as either the “Customer”, will either designate or receive one or more user name and password or personal identification number that can be used to establish the Customer’s identity whenever the Customer signs in for and uses the Services. When opening a User Account, the Customer agrees it will: (i) provide accurate and complete information; (ii) update any Customer information as necessary so that it remains accurate and complete; and (iii) not impersonate any other person, operate under an alias, or otherwise conceal the Customer’s identity.

SCE EnergyManagerSM Suite of Products Terms of Use

The right to use the services and functions of a User Account on the Website is limited to the Customer and those authorized persons to whom the Customer gives its personal identification number or password. The Customer is responsible for safeguarding its user name and password or personal identification number and agrees to hold SCE harmless from any claims resulting from improper use of the Customer's password or personal identification number. The Customer also agrees that any one who may be duly authorized by the Customer to obtain access to this information from the Customer has agreed to these Terms of Use before any such access takes place and that the Customer shall be responsible for all acts or omissions with respect to access to or use of a User Account by any person using the Customer's password or personal identification number. Please notify SCE immediately by sending an e-mail to sceenergymanager@sce.com if you believe that the security of your user name, personal identification number, or password has been compromised.

The process of logging on to the Services may require User Accounts, passwords or personal identification numbers for such accounts. If so, then any personal information that the Customer enters in fields or forms that require User Accounts will be secured using an industry standard security technology known as Secure Socket Layer ("SSL"). By using SSL, SCE attempts to safeguard the confidentiality of any Customer user identification, password, and other personal information. **FOR SSL TO WORK, THE CUSTOMER'S BROWSER MUST BE CAPABLE OF SUPPORTING SSL; PLEASE CHECK WITH YOUR BROWSER MANUFACTURER FOR DETAILS.**

2) Acceptable Use Policy

Use of the Services are also subject to Itron's [Acceptable Use Policy](#), which will be accessible by virtue of a hypertext link at the bottom of one or more web pages associated with the Services. Please note that the use of the Services will use (or cause to be used) equipment in the State of California, and that violations of the Acceptable Use Policy may therefore subject the Customer or its authorized users, as applicable, to criminal or civil liability, including without limitation under California Business & Professions Code Section 17538.45.

The text of the Acceptable Use Policy follows:

- a) re-transmit, republish, distribute, reuse, resell, repost, re-engineer, or make multiple copies of the Website or any portion thereof without our prior written consent;
- b) upload, post, publish, transmit, reproduce, or distribute through the Website any material that infringes any third party's copyright, patent, trademark, service mark, trade dress, trade secret, or other proprietary rights, or which violates any contractual, fiduciary, or judicially-imposed nondisclosure obligations;
- c) engage in conduct, during use of the Website, that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous, or invasive of the privacy or publicity rights of others;

SCE EnergyManagerSM Suite of Products Terms of Use

- d) upload, post, publish, transmit, reproduce or distribute through this Website any material that contains advertising solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities, or offers for the sale of goods or services;
- e) upload, post, publish, transmit, reproduce, or distribute through this Website, or place any links on this Website to, any material that is vulgar, obscene, profane, hateful, sexually explicit, or otherwise objectionable;
- f) alter, interfere, or disrupt the content or functioning of the Website or SCE's service, including but not limited to uploading, posting, or transmitting any material that (a) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, interfere with, capture, intercept, or expropriate the Website or any data contained therein; or (b) disproportionately burdens the operation of the Website;
- g) use the Website to gain unauthorized entry or access to other computer systems or networks;
- h) "mirror" the Website or any of its content on any other server without the express prior written permission of SCE;
- i) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content that you post or otherwise transmit to us or via the Website; or
- j) upload, post, publish, transmit, reproduce or distribute through this Website any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation, or government order.

E. Other Provisions

1) Termination

In SCE's sole and absolute discretion, SCE may without notice restrict or terminate any person's use of the Website and the free **EnergyManager Basic** Service, User Account's user names, passwords or personal identification numbers. In addition, SCE also reserves the right to terminate a Customer's access to the free **EnergyManager Basic** Service when a Customer's participation in a program terminates or if SCE determines, in its sole discretion, to no longer provide this Service or to provide the Service in a different way. SCE will provide a Customer with reasonable notice before it terminates access to the free **EnergyManager Basic** Service for these reasons. Any such restriction or termination will not relieve the Customer or another of obligations incurred and accrued prior to the effective date of such restriction or termination. The Customer also may terminate the Customer's access to the Service by providing written notice to SCE and complying with any requirements that are applicable to such termination. However, for the Services subject to a monthly charge, such as **Cost Manager** and **Bill Manager**, the termination will be based on the terms and conditions found in the separate contract(s) signed by the Customer.

SCE EnergyManagerSM Suite of Products Terms of Use

2) “As Is” / “As Available” Disclaimer

Any website accessed by means of or as part of the Services, and any content, information, software, functions, and applets provided on or through any such website, is made available on an "as is" and "as available" basis. SCE does not warrant that the Services provided over these websites or data or any content provided in connection with the Services will be timely, secure, uninterrupted, or error-free, or that defects in any website accessed by means of or as part of the Services, or in any content or Services provided on or through any such website, as may exist from time to time, will be corrected. SCE will not be responsible for errors, omissions, interruptions, deletions, defects, or delays in the operation or transmission of data, in operation of any website accessed by means of or as part of the Services, or any similar impacts to the Services or related content, including those due to communication line failures, or computer viruses associated with the operation of any website. SCE makes no warranty regarding any data or information made available through or on any website, including, without limit, any energy usage data, information related to a load curtailment event or bill component data. SCE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR ANY WEBSITE USED TO DELIVER THE SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HERBY EXPRESSLY AGREE THAT ANY USE OF THIS WEBSITE IS AT THE CUSTOMER’S SOLE RISK.

No Company employee, agent, representative, or any third party is authorized to create any warranty not expressly made in these Terms of Use.

3) Limitation of Liability and Indemnity

a) Limitation of Liability. SCE, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to the Customer or any third party for any indirect, consequential, incidental, exemplary, special, or punitive damages (including without limitation damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with any website or any Services available on or through a website. In no event will the liability of SCE, its affiliates or subsidiaries, or their officers, directors, employees, agents, successors, or assigns, under any theory of liability (whether in contract, tort, strict liability, or otherwise) exceed \$500.00, regardless of whether such parties have been advised of the possibility of such damages. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, THEN SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS THIS SECTION 3 MAY NOT APPLY, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

SCE EnergyManagerSM Suite of Products Terms of Use

b) Indemnity. Customer agrees to defend, indemnify, and hold harmless SCE, its affiliates, and subsidiaries, and their officers, directors, employees, agents, successors, or assigns from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' and experts' fees) arising in any way from Customer's use of the Website or the placement or transmission of any message, information, software, or other materials or content on or through the Website by Customer or users of Customer's User Account or related to any violation of these Terms of Use by the Customer or users of the Customer's User Account.

4) Changes to the Terms of Use

Please check these Conditions of Use frequently, as we may amend them from time to time by posting the revised language on Services web pages. The most up-to-date version of these Conditions of Use will always be available for your review under the "Conditions of Use" link appearing on the bottom of one or more web pages in the Services. Except to the extent otherwise required by law, any changes we make will be effective at the time they are posted on the Services web pages. Continued use of the Services by Customer after amendments become effective will constitute acceptance of such amendments.

5) Questions or Problems

If you have any questions about the Services or these Conditions of Use, or if you would like to report any problems using or defects in the Services, please contact your SCE Account Representative or e-mail SCE at sceenergymanager@sce.com