

CUSTOMER PORTAL ACCESS AND USE AGREEMENT

The Bonneville Power Administration (Bonneville) created the Customer Portal (CP) to improve customer access to its customer account information, including billing and metering information. The CP is a secure web-based application that allows Bonneville's customers direct access to their metering data and permits customers to authorize Third Party Users to access their account information. As a condition of accessing the CP, a customer must execute a Customer Portal Access and Use Agreement.

Definitions:

1. **Authorized User** – An individual or entity authorized by the customer to access their CP account, e.g. CP Administrator, employees, or Third Party Users.
2. **CP Administrator** – The individual(s) designated by the customer to fulfill the CP Administrator's role and responsibilities as outlined on the CP Administrator's page.
3. **Third Party User** – An individual or entity authorized by the customer's CP Administrator to access the customer's CP Account.

TERMS OF AGREEMENT

This CP Access and Use Agreement (Agreement) will be effective at 0000 hours on the date signed by the Customer (Effective Date), and will continue in effect until terminated in writing by either the Customer or Bonneville.

1. CUSTOMER AGREES:

- a) The Customer will designate a CP Administrator(s). The CP Administrator(s) will manage the Customer's CP account and approve Authorized User access.
- b) The Customer will maintain at least one designated CP Administrator at all times. In the event the CP Administrator changes, the Customer will provide Bonneville with written notification designating a new CP Administrator within a reasonable time but no later than two (2) weeks.
- c) The Customer, CP Administrator(s), and Third Party Users must agree to the [Legal Notifications and Acceptance of Terms of Use \(Terms of Use\)](#) to access the Customer Portal.
- d) The Customer's CP Administrator(s) is responsible for designating employees and Third Party Users as Authorized Users.
- e) The Customer's CP Administrator(s) is responsible for managing each Authorized User's level of account access.
- f) The Customer's CP Administrator(s) must designate and maintain Customer

subsidiaries whose business information will be accessed through the CP.

- g) The Customer is responsible for the acquisition and maintenance of all hardware, software and communication equipment necessary to access and use the CP. Bonneville will not provide any information technology support to any CP user(s).

2. DISCLAIMER OF LIABILITY

Bonneville expressly disclaims all liability for any damages related to Customer's, CP Administrator's, or Authorized User's access to, inability to access, loss of privacy or otherwise, arising out of or in any way related to the use of the CP website or any information obtained from or missing from it, including any indirect, special, incidental, consequential, punitive, or other damages (including, without limitation, damages for loss of business or lost profits), whether based on breach of contract, breach of warranty, tort (including negligence), or otherwise.

3. TERMINATION

This Agreement may be terminated by either Bonneville or the Customer after providing two (2) weeks written notice to the other party.

4. ENTIRE AGREEMENT

The Customer Portal Access and Use Agreement, the Legal Notifications and Acceptance of Terms of Use and the Bonneville Privacy Policy constitute the sole and entire agreement between Bonneville and the Customer regarding the CP account and supersede all prior and contemporaneous understandings, agreements, contracts, representations, and warranties, both written and oral, which purport to describe or embody the subject matter of this Agreement.

Customer Legal Name

Signer Name

Signer Title

Date

By checking this box you affirm that you are an authorized representative of the Customer with authority to enter into this Customer Portal Access and Use Agreement.