

JCP&L CUSTOMER DATA CONSENT AGREEMENT

ENERGY STAR® Portfolio Manager®

Please complete all fields. Do not leave any blank. If not applicable, write "N/A."

I, _____, _____
(Your name, please print) (Title, please print)

am authorized to act on behalf of the electric service account under the name _____
("Customer")

having the following service address _____, _____
(Service Street Address ("Address")) (City)
_____, _____
(State) (ZIP)

which customer is an occupant of the commercial building at the above address ("Building"). I understand that the owner or operator ("Owner") of this Building, is seeking to obtain energy efficiency ratings from the United States Environmental Protection Agency ("EPA"). To accomplish this, Jersey Central Power, and Light Company ("JCP&L") requires Customer's consent before releasing Customer's Data to EPA's ENERGY STAR Portfolio Manager ("Portfolio Manager").

For more information regarding benchmarking of commercial buildings through Portfolio Manager, please visit:

<https://www.energystar.gov/buildings/benchmark>

For additional information regarding New Jersey's benchmarking program, please visit:

<https://njcleanenergy.com/commercial-industrial/programs/cea-benchmarking>

Authorization - Customer hereby consents, authorizes, and provides permission ("Authorization") for the following:

- a. Permission for JCP&L to release up to 24 months of historical electricity usage data for the duration of this agreement.
- b. Permission for JCP&L to electronically transfer Customer's energy usage data to the Owner and/or owner's authorized representatives, and Portfolio Manager.
- c. Permission for the New Jersey Board of Public Utilities ("BPU"), its staff ("BPU Staff"), and BPU representatives to access and review data submitted to Portfolio Manager only for the purpose of building benchmarking, identifying energy efficiency projects, and energy management.
- d. Permission for the Owner and/or its authorized representatives, and Utility to access Customer's data through Portfolio Manager.
- e. This authorization commences on the date of execution of this JCP&L Customer Data Consent Agreement ("Consent Agreement") and shall terminate on the earliest of: the date on which the customer vacates the address or the date on which the customer rescinds this Consent Agreement by submitting a written notice to Owner and/or owner's authorized representative(s) and JCP&L.

Customer Release

Customer declares that he/she/they are duly authorized to execute this Consent Agreement. Customer further certifies and affirms that Owner and/or owner's authorized representative(s) possesses the authority to act on Customer's behalf to request, from time to time, the disclosure and transmission from JCP&L to Portfolio Manager of energy usage associated with Customer at the Address, solely to benchmark Owner's Building.

Customer agrees to release, holds harmless and indemnify JCP&L, the BPU, BPU Staff and BPU representatives from any liability, claims, demands, causes of action, damages or expenses resulting from: (i) any release of information of data to EPA for the national energy performance benchmarking program pursuant to this Consent Agreement; (ii) the unauthorized use of data by EPA; and (iii) any actions EPA takes with respect to such data.

Customer certifies that all information contained in this Consent Agreement is true, accurate, complete, and correct.

IN WITNESS WHEREOF, Customer has executed this Consent Agreement on the following date (the "Execution Date")

_____, _____, _____
Month Day Year

(Customer Signature / Authorized representative)

JCP&L Account Number

Telephone Number

E-mail