

ANONYMOUS DATA AGREEMENT

This Anonymous Data Agreement (this “Agreement”) is entered into as of the last date set forth on the signature pages hereof (the “Effective Date”) by and between Commonwealth Edison Company (“ComEd”) and _____ an _____ (the “Investigator”) regarding the use by Investigator of certain anonymous customer energy usage or other anonymous data (as further defined on Exhibit A, the “Anonymous Data”).

1. PROVISION OF DATA:

Subject to the terms and conditions of this Agreement, ComEd shall provide to the Investigator the Anonymous Data product selected in Exhibit A.

2. FEES:

Subject to the terms and conditions of this Agreement, Investigator agrees to pay ComEd the associated fee for the data product selected in Exhibit A within thirty (30) days of receipt of invoice

3. USE OF DATA:

Investigator acknowledges that the Anonymous Data is provided in accordance with the approval given by the Illinois Commerce Commission in Docket No. 13-0507 to provide anonymized customer information. The Investigator shall: (a) not attempt to reverse engineer the Anonymous Data nor in any way attempt to re-identify the customer account holders whose de-identified data makes up the Anonymous Data; (b) not share with, or disclose the Anonymous Data to any third parties, provided, however, Investigator may disclose the Anonymous Data to those of its officers, directors, employees and contractors who it informs of the use limitations under this Agreement and need to know such information for the purpose of aiding Investigator in connection with its evaluation of the Anonymous Data; (c) be responsible for the actions of any such officers, directors, employees and contractors and their compliance with this Agreement; and (d) promptly delete and notify ComEd of any customer identifying information that Investigator discovers is contained in the Anonymous Data (the foregoing obligations in clauses (a) through (d) hereof, collectively, “Investigator’s Obligations”). Notwithstanding the foregoing or anything to the contrary in this Agreement, ComEd agrees that the Investigator, its principals and co-authors may publish results or findings based on their use of the Anonymous Data in a paper in a peer-reviewed journal or as an academic working paper. Investigator agrees to provide ComEd a copy of the paper for informational purposes only prior to its publication.

4. NO REPRESENTATION OR WARRANTY:

The Investigator acknowledges and agrees that the Anonymous Data is provided on an “as is” basis. ComEd makes no representations or warranties, express or implied, regarding the content, quality, accuracy, or fitness for any particular purpose of the Anonymous Data.

5. LIMITATION OF LIABILITY:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT COMED SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES OR ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE PROVISION OF THE ANONYMOUS DATA UNDER THIS AGREEMENT OR ANY USE FOR ANY PURPOSE OF THAT ANONYMOUS DATA, EVEN IF COMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY.

6. RELIEF:

The Investigator understands that a breach by the Investigator of any of Investigator's Obligations hereunder may cause ComEd damage which may not readily be remedied by an action at law. Any such breach shall, therefore, entitle ComEd to equitable remedies (without the necessity of posting a bond), costs and attorneys' fees in addition to any other rights provided for herein or by law. The right to recover any monetary damages shall be limited to actual damages incurred by ComEd.

7. MISCELLANEOUS PROVISIONS:

- (a) This Agreement, including Exhibit A, contains the full and complete understanding and agreement between the parties with respect to the within subject matter, and supersedes all other agreements between the parties, whether written or oral, relating thereto, and may not be modified or amended except by written instrument executed by both of the parties hereto.
- (b) A waiver by either party of any of the terms and conditions of this Agreement in any instance must be in writing and shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof.
- (c) The parties agree that in the event of any dispute arising hereunder, such dispute shall be governed under the internal laws of the state of Illinois. The parties further agree to be subject to the jurisdiction of the federal or state courts sitting in Cook County, Illinois and that service of process in any litigation may be served upon them by registered, U.S. Mail (postage prepaid) to their address set forth below (or to such other address as a party shall have provided written notice to the other party).
- (d) This Agreement shall become binding when each party has executed a counterpart of this Agreement and delivered that counterpart to the other party. Counterparts may be delivered by facsimile transmission or pdf attachment to e-mail, and any counterpart(s) so delivered shall be deemed to constitute signed original counterparts and shall bind the parties signing and delivering in such manner.
- (e) Notwithstanding anything to the contrary in this Agreement: Anonymous Data shall not include information that: (i) becomes generally available to the public, without violation of any of Investigator's Obli-

gations; (ii) becomes available to Investigator from a third party on a non-confidential basis not in breach of such third party's contractual, legal or other duty of confidentiality; or (iii) is already in the possession of Investigator or which Investigator independently developed or acquired prior to the date hereof.

IN WITNESS WHEREOF the duly authorized representatives of the parties have executed this Agreement by their signatures, below.

[Investigator]

By: _____

Printed Name: _____

Title: _____

Date: _____

Address for notices:

With a copy to:

COMMONWEALTH EDISON COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

Address for notices: