

WEBSITE USER AGREEMENT AND PRIVACY POLICY

This website has been compiled and is maintained by the Florida Reliability Coordinating Council, Inc. (“**FRCC**”). By accessing this website, you agree to the terms of this Website User Agreement and Privacy Policy (“**Agreement**”) as set out below. “**Website**” shall mean FRCC.com including, without limitation, any subpage, links, document, reports, data, software code, and statements posted on FRCC.com, as well as any other FRCC-hosted sites that may be accessed through FRCC.com, and any information provided by FRCC, its employees, or its members through FRCC.com (hereinafter the “**Website**”). When using the Website, you shall be subject to this Agreement and any posted guidelines, restrictions, policies, or rules applicable to the information contained therein. If you do not agree with the terms of this Agreement, discontinue your use of the Website, and do not access any pages herein.

The Website

The FRCC Website consists of both publicly and privately accessible areas. Publicly accessible areas are those that are intended to be available to the general public. The privately accessible areas on the Website require authentication and authorization via user registration, identification, and passwords. Privately accessible areas may be further restricted requiring additional user identification and passwords as well as adherence to separate terms and conditions set forth in separate policies and/or agreements of non-disclosure or confidentiality.

To access the private areas of the FRCC website you will need to register for and obtain a valid Website login. In seeking access to the private areas of the Website, you certify that: (a) the information you have provided to register for private access is complete, accurate, and current; (b) you will notify FRCC immediately of any change in your registration information; and (c) you will not share your login username or password. If any of these certifications is or becomes untrue, or if you do not comply in full with these requirements, FRCC has the right to suspend and/or terminate your access to the Website.

Your account’s credentials consist of a username and password. You are responsible for maintaining the confidentiality of your credentials and are fully responsible for all activities that occur through the use of your credentials. You agree to immediately notify FRCC of any unauthorized use of your account or any other breach of security and to log out of your account at the end of each session. FRCC cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

This Website contains links to sites not maintained by FRCC. You are advised that any use of a linked website is solely at your risk. FRCC does not and cannot make any warranties or representations with respect to information available through these links and FRCC expressly disclaims any opinions expressed on such websites. Links to other websites or references to products, services, or publications other than those of FRCC do not imply the endorsement or approval by FRCC of such websites, products, services, or publications. FRCC is not responsible for the accessibility of third party websites linked to the Website.

The Website uses browser cookies to facilitate registration processing and validate user role upon login. A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a website.

Materials and Software of the Website

FRCC reserves the right to change or discontinue access to any area, feature, or content of the Website and to change this Agreement at any time without notice to you. Changes to the Agreement become effective upon posting. Continued use of the Website by you or any other user under your identification and password, if applicable, constitutes acceptance of the terms of the modified Agreement.

Use of this Website in a manner that negatively affects the performance of this Website or other FRCC systems is prohibited. FRCC reserves the right to take any and all actions reasonably necessary to prevent such activity, including, but not limited to, monitoring Website use and blocking Website access. As a condition of your use of this Website, you will not use this Website for any purpose that is unlawful or not in accordance with this Agreement. FRCC reserves the right, in its sole discretion, to terminate your access to this Website or any portion thereof at any time, without notice.

User-Generated Content

The Website may provide functionalities that allow Website users to upload, download or post comments, ideas, information, data, text, software, graphics, messages, reports, and other materials or submissions ("**User-Generated Content**"). The user who posted the User-Generated Content is solely responsible for such content, and the views and opinions expressed therein do not necessarily reflect those of FRCC. In using the Website, you acknowledge that FRCC (1) does not pre-screen User-Generated Content, (2) does not guarantee the accuracy, integrity, or quality of User-Generated Content, and (3) disclaims all liability for any errors, omissions, violation of other users' rights or illegal conduct arising from User-Generated Content posted, emailed, or otherwise transmitted via the Website.

Website users agree not to upload, post, or otherwise transmit any User-Generated Content that:

- is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- the user does not have a lawful right to transmit or for which the execution of a non-disclosure or confidentiality agreement authorizing same is required and the user is not so covered;
- infringes on any patent, trademark, trade secret, copyright, or other proprietary rights;
- contains software viruses, malicious software, or other contaminating or destructive devices, features, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or provides information relating to or otherwise facilitating the use of malware or other destructive materials or mechanisms;
- contains advertising or promotional material of any kind; or
- undermines the purpose of the material on the Website and that for which it is used, including but not limited to, promoting the reliability of the bulk power system.

FRCC reserves the right (but not the obligation) in its sole discretion to monitor, refuse to post, or remove any User-Generated Content for any reason. FRCC reserves the right to terminate your access to the Website to prevent further posting of prohibited User-Generated Content.

You acknowledge and agree that FRCC reserves the right to preserve User-Generated Content indefinitely in the event of a potential violation of these terms or dispute pertaining to User-Generated Content. You acknowledge and agree that FRCC further reserves the right to disclose User-Generated Content in association if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of service hereunder; (c) respond to claims that the content violates the rights of other users; or (d) protect the rights, property, or personal safety of FRCC, its members, and the public.

Intellectual Property

Access to this Website does not confer any license or ownership interest in either the form or content of the Website, including any confidential or proprietary information or intellectual property of any kind or nature, and FRCC hereby expressly reserves such rights and property in its entirety. The FRCC name and logo may not be used without the prior written permission of FRCC.

Disclosure of Personally Identifiable Information Via Public Access

FRCC will not disclose personally identifiable information (e.g., name, email address, physical address, username and password, activity results) via the publicly accessible areas associated with your use of the Website to any third parties not affiliated with FRCC, except in the event of suspected illegal conduct, misappropriating password access, violating the terms of this Agreement. Personally identifiable information may be disclosed to law enforcement officials to facilitate the investigation of such allegations.

Use of personally identifiable information available on the Website for marketing products and/or services is strictly prohibited. Host domains of violators will be denied access to the FRCC server.

Mobile Messaging

From time to time, FRCC staff may communicate with Website users via mobile messaging. FRCC generally only uses mobile messaging for conversational or informational purposes. FRCC does not send mobile messages to Website users

through an automatic telephone dialing system. FRCC also does not utilize mobile messaging for marketing/promotional purposes; your mobile information will not be shared with or sold to third parties not affiliated with FRCC for marketing or promotional purposes. When you use mobile messaging, FRCC may receive and store the information you provide, including your telephone number or when you read a text message. If you prefer not to communicate with FRCC via mobile messaging, you may request to opt-out by contacting FRCC staff.

Disclaimer of Warranties

The information presented on this Website has been compiled by or for FRCC for general information purposes only. The contents of this Website marked "PUBLIC" may be used, reproduced, and redistributed, provided that the contents are not modified and that you maintain all copyright and other notices contained in the contents, including this Agreement. Notwithstanding the foregoing, raw data provided in areas of this Website marked as "PUBLIC" may be used, reproduced, and redistributed in compilations, charts, and analyses without maintaining such notices. FRCC does not guarantee the accuracy of any such compilations, charts, or analyses. THIS WEBSITE AND ALL INFORMATION POSTED ON OR OBTAINED THROUGH THIS WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. FRCC MAKES NO REPRESENTATIONS WITH RESPECT TO SAID INFORMATION AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Limitation of Liability and Indemnification

BY USING THIS WEBSITE, YOU AGREE YOU ARE WAIVING AND RELEASING ANY CLAIMS THAT YOU MAY HAVE NOW, OR THAT MAY ARISE IN THE FUTURE, AGAINST FRCC, INCLUDING ANY EMPLOYEES, MEMBERS, AGENTS, OR CONTRACTORS OF FRCC, FOR ANY LOSSES OR HARM OF ANY KIND RELATING TO USE OF THIS WEBSITE. FRCC ASSUMES NO RESPONSIBILITY TO YOU OR ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE. FRCC SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR, AND YOU AGREE TO INDEMNIFY FRCC, ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, AND REPRESENTATIVES FOR ANY CLAIMS, DAMAGES, OR LOSSES OF ANY KIND ARISING OUT OF OR RELATING TO USE OF THIS WEBSITE (INCLUDING ANY BREACH OF THIS AGREEMENT), AND REGARDLESS OF WHETHER ANY CLAIMS, DAMAGES, OR LOSSES WERE CAUSED BY YOU OR BY FRCC. ANY SUCH CLAIMS, DAMAGES, OR LOSSES INCLUDE, BUT ARE NOT LIMITED TO, ANY LOST PROFITS, LOST OPPORTUNITIES, SPECIAL INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF FRCC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR OF A CLAIM, OR POTENTIAL CLAIM, BY ANOTHER PARTY, INCLUDING A CLAIM FOR PUNITIVE DAMAGES.

Miscellaneous

This Agreement is personal to you, and you may not assign, transfer, or delegate your rights or obligations to anyone. This Agreement, your and FRCC's rights and obligations, and any disputes or disagreements regarding the Website shall be interpreted and enforced in accordance with the laws of the State of Florida, without reference to any rules of conflict of laws. With respect to any suit, action or other proceeding arising from or relating to this Agreement, you hereby irrevocably agree to the exclusive personal jurisdiction and venue of the United States District Court for the Middle District of Florida or any Florida State Court within Hillsborough County, Florida.

You acknowledge that FRCC will be irreparably harmed by any breach of this Agreement by you or by your unauthorized use of the Website or Website Content and, further, that monetary damages may not be a sufficient remedy for such harm. You agree that FRCC shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by you or by your unauthorized use of the Website or Website Content.

Except as otherwise provided in any pertinent hold harmless, non-disclosure, or confidentiality agreement, this Agreement is the entire agreement between FRCC and you with respect to the Website. Headings in this Agreement are for your convenience only and do not have any legal meaning or effect. If any part of this Agreement is held to be invalid, the rest of this Agreement will remain in effect. If FRCC waives or fails to enforce any term or condition of this Agreement on any one or more occasions, whether by conduct or otherwise, its waiver or failure to enforce will not mean that it must waive or cannot enforce such term or condition on any other occasion, or any other term or condition of this Agreement. The meaning

of this Agreement cannot be changed by your or FRCC's conduct, even if repeated, or by any custom or practice of others engaged in the same or similar businesses.

All questions related to this Agreement should be directed to:

Florida Reliability Coordinating Council, Inc.

Attn. General Counsel

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Tampa, Florida 33626