

E-ISAC USER AGREEMENT (“AGREEMENT”) TERMS AND CONDITIONS

Last modified: October 27, 2016

I. AGREEMENT

By accessing, viewing, or using the Electricity Information Sharing and Analysis Center, a department of the North American Electric Reliability Corporation, or NERC (the “E-ISAC” formerly known as the “ES-ISAC”) Portal (“Portal”), you (“You” or “Your”) expressly understand and intend this Agreement as the legal equivalent of a signed, written contract that is equally binding between You and the E-ISAC. You accept and agree to be legally bound by the terms and conditions of this Agreement (“Terms and Conditions”) and, if You are using the Portal on behalf of a business (said business being referred to as “Your Business”), that you have the authority to bind and hereby do bind Your business to this Agreement, including without limitation, the indemnification provisions of Section XIII. You further represent that you are an Authorized User (as defined below).

II. OVERVIEW

The Portal is reserved for electricity sector asset owners, operators and their representatives and agents, and other invited partners (“Authorized Users” or “Users”). Portal usage, including all its components and content, is intended exclusively for Authorized Users. All Content (as defined below) hosted, shared or otherwise made available (“hosted”) on the Portal, unless otherwise expressly noted, is governed by the E-ISAC Code of Conduct; accessible [here](#). The Portal creates a legal communications conduit for the exchange of cybersecurity information that does not fall under the NERC Compliance Monitoring and Enforcement Program. All content hosted on the Portal is considered E-ISAC Private unless expressly marked Public. E-ISAC Private material shall be marked with distribution instructions that indicate whether the material is restricted to Internal Use and Necessary Consultants / Third-Party Providers or whether Portal Users can distribute the material more broadly. The Portal may contain information provided by federal agencies that is controlled, but unclassified.

Participation in the Portal is entirely voluntary. The Portal is a tool provided for the convenience of its Authorized Users and for promoting information sharing for all Users’ benefit. The goal is to improve industry security and coordination of preventative measures for responding to cyber and physical threats, vulnerabilities, and incidents.

III. MODIFICATION

E-ISAC reserves the right to change, modify, add, or remove portions of this Agreement (collectively “Changes”) at any time and without prior notice, at its sole discretion. You should review this Agreement regularly. All Changes to this Agreement are effective immediately when E-ISAC posts them. Your continued use of the Portal following postings of Changes to this Agreement signifies that you accept such Changes. If You do not agree to the updated Agreement, You must discontinue use of the Portal. E-ISAC shall post notice of modifications to this Agreement on this page. When changes are made, E-ISAC shall require you to accept the updated Agreement at your next login. Notwithstanding the foregoing, You accept that each

time You visit the Portal, You are subject to, and bound by, this Agreement as modified from time to time.

IV. LICENSE

Subject to Your compliance with the Terms and Conditions of this Agreement, E-ISAC grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the Portal. The Portal, or any portion of the Portal or Content made available on the Portal, may not be used other than as contemplated in this Agreement or reproduced, duplicated, copied, modified, sold, resold, traded, distributed, or otherwise exploited for any commercial, personal, or other purpose without E-ISAC's prior express written consent. Except as expressly set forth herein, this Agreement grants You no rights in or to any of E-ISAC's or NERC's intellectual property or the intellectual property of any other party that you may access through the Portal, including without limitation any Content (as defined below) other than Your Content (as defined below). The license granted in this section is conditioned on Your compliance with all the Terms and Conditions of this Agreement. In the event that You breach any provision of this Agreement, Your rights under this Section shall immediately terminate.

V. CONTENT ON THE PORTAL

"Content" is any information, communications, materials, data, analysis or any other content of any type and in any format that is on or made available through the Portal, including without limitation any information, communications, materials, data, analysis or any other content that You provide to E-ISAC for posting on the Portal or directly upload, post, or otherwise make available on the Portal ("Your Content") and any information, communications, materials, data, analysis or any other content that another User or third party provides to E-ISAC for posting on the Portal or directly uploads, posts, or otherwise makes available on the Portal.

Most Content hosted on the Portal is provided to E-ISAC via an Authorized User or third party. E-ISAC may, at its discretion, provide analysis of or supplement such Content. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You further acknowledge and agree that E-ISAC and NERC do not verify any Content or in any way guaranty, certify, warrant, adopt, endorse, or otherwise accept responsibility for the veracity, contemporaneity, completeness, usefulness, accuracy or reliability of any Content on or made available through the Portal or Your reliance on that Content.

VI. YOUR CONTENT

You maintain full ownership of all Your Content. By posting or causing E-ISAC to post Your Content on the Portal, You automatically grant a perpetual, fully paid-up, royalty-free, worldwide, irrevocable, assignable license to (a) E-ISAC to use, host, store, reproduce, modify, communicate, copy, distribute, transmit, perform, and display Your Content on the Portal or otherwise in connection with the Portal's operation and (b) other Authorized Users to use Your Content as contemplated in this Agreement. This license continues even if You stop using the Portal. You agree not to post or cause E-ISAC to post any information, communications, materials, data, analysis or any other content that violates the intellectual property or other rights

of any third-party or results in the violation any law, including international, national (including without limitation the United States and Canada), provincial, state or local laws or regulations (collectively, “Law(s)”).

YOU, INCLUDING YOUR BUSINESS IF YOU ARE USING THE PORTAL ON BEHALF OF YOUR BUSINESS, ARE SOLELY RESPONSIBLE, AND SHALL INDEMNIFY AND HOLD E-ISAC AND NERC HARMLESS FROM, ANY L DAMAGES, COSTS, CLAIMS, ACTIONS, OR LOSSES IT INCURS BY REASON OF INFRINGEMENT OF THIRD-PARTY RIGHTS OR VIOLATION OF ANY LAW RESULTING FROM ANY OF YOUR CONTENT THAT YOU POST OR CAUSE E-ISAC TO POST ON THE PORTAL.

VII. PASSWORD AND SECURITY

You will receive a password and account designation in connection with the Portal. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur using Your password and through Your account. You agree to (a) change Your password every six months, (b) immediately notify E-ISAC of any unauthorized use of Your password or account or any other breach of security, and (c) ensure that You exit from Your account at the end of each session.

VIII. YOUR USAGE

The E-ISAC monitors and collects Users’ Portal usage data to provide, maintain, protect, and improve the Portal. Furthermore, the E-ISAC also monitors and collects usage data relating to any Portal related communications to Users from the E-ISAC and/or Portal, including, but not limited to, emails, newsletters, and postings.

BY USING THE PORTAL YOU EXPRESSLY ACKNOWLEDGE AND CONSENT TO THE E-ISAC’S TRACKING AND COLLECTING INFORMATION RELATING TO YOUR USE OF THE PORTAL AND PORTAL RELATED COMMUNICATIONS.

IX. ASSUMPTION OF RISK; RELEASE

YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE PORTAL, INCLUDING ANY CONTENT. YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, AND/OR AGENTS, AND YOUR BUSINESS IF YOU ARE USING THE PORTAL ON BEHALF OF YOUR BUSINESS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY E-ISAC AND NERC FROM ANY DAMAGES, COSTS, CLAIMS, ACTIONS, OR LOSSES, HOWEVER ARISING, FROM YOUR USE OF THE PORTAL OR ANY CONTENT.

X. INTELLECTUAL PROPERTY

A. Compliance with the Law

You represent and warrant that, when using the Portal, You will obey all applicable Laws and respect the intellectual property rights of others. Your use of the Portal is at all times

governed by and subject to Laws regarding copyright ownership and use of intellectual property generally.

B. Trademarks

The marks “E-ISAC” and the “E-ISAC logos” (collectively, the “E-ISAC Marks”) are trademarks of and are the sole property of E-ISAC. Any use of the E-ISAC Marks must comply with the E-ISAC Trademark Policy located on its website. Any use of any NERC trademark (the NERC logo or word mark) or copyright must comply with the NERC Trademark Policy located [here](#). Other trademarks, service marks, graphics, logos, and domain names appearing in the Portal may be trademarks of third-parties or other Authorized Users. Neither Your use of the Portal nor this Agreement grant You any right, title, or interest in or to, or any license to reproduce or otherwise use, the E-ISAC Marks or the trademarks, service marks, graphics, logos, or domain names of any other Authorized User or other third-party. You agree that any goodwill in the E-ISAC Marks generated as a result of Your use of the Portal will inure to solely the E-ISAC’s benefit, and You agree to assign, and hereby do assign, all such goodwill to E-ISAC. You shall neither at any time, nor assist others to, challenge E-ISAC’s right, title, or interest in or to, or the validity of, the E-ISAC Marks.

C. Copyrighted Materials; Copyright Notice

All Content, other than Your Content, and any other materials available on or through the Portal, including, without limitation the design, text, graphics, and other files, and the selection, arrangement, and organization thereof, are exclusively E-ISAC’s property or the property of the User providing said Content. All Content and any other materials available through the Portal provided by You or any other Authorized User, subject to the terms of this Agreement, remain the User’s property. Except as explicitly provided, neither Your use of the Portal, nor this Agreement grant You any right, title, or interest in or to any such Content; either of E-ISAC’s or other Authorized Users’ property.

D. Digital Millennium Copyright Act Policy

Just as the E-ISAC asks Authorized Users to respect E-ISAC’s intellectual property rights, E-ISAC respects the Authorized Users’ intellectual property rights. If You believe Content located on or linked to by the Portal violates Your copyright, You are encouraged to notify E-ISAC. E-ISAC will respond to all such notices and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

XI. YOUR INTERACTION WITH OTHER AUTHORIZED USERS

You are solely responsible for Your interactions with other Authorized Users. You agree to exercise reasonable precaution in all interactions with other Authorized Users. E-ISAC does not represent, warrant, endorse, or guarantee the conduct of the Portal’s Authorized Users. In no event shall E-ISAC or NERC be liable for indirect, special, incidental, or consequential damages arising out of or relating to any Authorized Users’ conduct in connection with such Authorized

User's use of the Portal, including, without limitation, damages, claims, actions, or losses, however arising, from Your use of the Portal.

XII. DISCLAIMERS; LIMITATION OF LIABILITY

A. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(1) YOUR USE OF THE PORTAL AND ANY CONTENT ARE AT YOUR SOLE RISK. THE PORTAL AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. E-ISAC, NERC, AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(2) E-ISAC, NERC, AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE PORTAL OR CONTENT WILL MEET YOUR REQUIREMENTS OR YOUR EXPECTATIONS; (ii) THE PORTAL OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL OR CONTENT WILL BE ACCURATE OR RELIABLE; OR (iv) ANY ERRORS IN THE PORTAL OR CONTENT WILL BE CORRECTED.

(3) ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PORTAL IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE PORTAL OR DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL.

B. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT E-ISAC, NERC, AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF E-ISAC OR NERC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE PORTAL OR

ANY CONTENT; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT; (4) STATEMENTS OR CONDUCT OF ANY OTHER USER ON THE PORTAL; OR (5) ANY OTHER MATTER RELATING TO THE PORTAL OR CONTENT. FURTHER, YOU AGREE THAT E-ISAC AND NERC SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY TO POST MATERIAL ON THE PORTAL. THE FOREGOING DOES NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. BY ACCEPTING THIS AGREEMENT, YOU EXPRESSLY AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND E-ISAC. THE PORTAL AND SERVICES WOULD OTHERWISE NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

C. Application

The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between You and E-ISAC, NERC, or NERC's contractors, subcontractors, suppliers, services providers, or licensors. Unless limited or modified by applicable law, the foregoing disclaimers, waivers, and limitations shall apply to the maximum extent permitted, even if any remedy fails its essential purpose. No advice, information, or otherwise, whether written or oral, obtained by You through the Portal or otherwise shall alter any of the disclaimers, limitations, or waivers in this Agreement or any other Agreement You have with E-ISAC or NERC.

XIII. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant that You are an Authorized User, and that Your use of the Portal and any Content will be in accordance with this Agreement, with any other E-ISAC or NERC policies provided or made available to You, and with all applicable Laws.

XIV. INDEMNIFICATION

Without limiting any other indemnification provision of this Agreement, You agree to indemnify, defend and hold E-ISAC, NERC, and its affiliates, officers, employees, agents, partners, licensors, contractors, subcontractors, suppliers, and service providers harmless against any and all claims, demands, or expenses, including but not limited to legal costs and attorneys' fees, made by any third-party or other Authorized User due to or arising from: (a) Your breach of this Agreement, including without limitation, any representation or warranty contained in this Agreement; (b) Your access or use of the Portal; (c) Your violation or alleged violation of any Law; or (d) Your violation or alleged violation of any third-party rights of any kind.

XV. GOVERNING LAW; JURISDICTION AND VENUE

The Portal and this Agreement, including without limitation, this Agreement's interpretation, must be treated as though this Agreement were executed and performed in Washington, D.C., and shall be governed by and construed in accordance with the laws of the District of Columbia without regard to conflict of law principles. Any dispute arising out of or relating to the Portal,

any Content or this Agreement that cannot be informally resolved, shall be resolved by use of one of the following mutually agreed upon methods: (1) binding arbitration; (2) alternative dispute resolution; or (3) litigation provided that such litigation occur in the federal or state courts of the District of Columbia.

XVI. TERMINATION

A. By E-ISAC or NERC

Without limiting any other provision of this Agreement, E-ISAC and NERC reserve the right to, in E-ISAC's and NERC's sole discretion and without notice or liability, discontinue, temporarily or permanently, access to the Portal (or any part thereof, including any Content) and/or deny use of the Portal to any Authorized User with or without notice, for any reason or for no reason at all, including, without limitation, for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or any applicable law or regulation. You agree that E-ISAC and NERC shall not be liable to You or to any third party for any modification, suspension, or discontinuance of the Portal and/or Your access to any or all Content.

B. Automatic Termination Upon Breach By You

This Agreement shall automatically terminate in the event that You breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic and effective immediately upon breach. It shall not require any action by E-ISAC.

C. Survival

All provisions of this Agreement, which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, indemnity, covenants, and limitations of liability.

XVII. NOTICES

Unless otherwise expressly provided herein, all notices required or permitted to be given under this Agreement must be in writing. E-ISAC shall give any notice by email sent to the most recent email address, if any, provided by each Authorized User. You agree that any notice received from E-ISAC electronically satisfies any legal requirement that such notice is in writing. You bear the sole responsibility of ensuring that Your email address on file with E-ISAC is accurate and current, and notice to You shall be deemed effective upon the sending by E-ISAC of an email to that address. Any notice from You shall be in writing and sent to esisac@nerc.com.

XVIII. SEVERABILITY

If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

XIX. FEEDBACK

Any comments or materials sent to E-ISAC regarding any Contents found on the Portal, including, without limitation, feedback data, ideas, graphics, questions, comments, or suggestions (collectively "Feedback"), will not be treated as confidential and will become E-ISAC's exclusive property. E-ISAC has no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works, and distribute the Feedback.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between E-ISAC and You concerning Your use of the Portal. This Agreement may only be modified by E-ISAC or by written amendment authorized by E-ISAC. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. This Agreement and all of Your rights and obligations hereunder are not assignable or transferrable. This Agreement is binding upon and shall inure to the benefit of the parties. Participation in and use of the Portal does not in any way create an independent contractor, agency, partnership, joint venture, or employee-employer relationship. Furthermore, there are no third-party beneficiaries of this Agreement.

You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by You shall cause irreparable injury to E-ISAC, NERC, NERC's contractors, subcontractors, suppliers, service providers, or licensors, and would therefore entitle E-ISAC, NERC, and its contractors, subcontractors, suppliers, service providers, or licensors, as the case may be, to injunctive relief.

The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge, or affect any of the covenants, terms, conditions, or provisions of this Agreement.