

Portal Access and Confidentiality Agreement

v013123

This Portal Access Agreement (“**Agreement**”) is by and between Questar Gas Company dba Dominion Energy Utah (“**Dominion Energy**”), a Utah corporation, and _____ (“**Agency**”), a _____ . Dominion Energy and Agency may be collectively referred to as the “**Parties**” and singularly as a “**Party**.”

WHEREAS, Agency administers a low-income assistance program known as [program name] (the “**Program**”) which provides utility bill payment assistance to persons qualified under the terms of the Program; and

WHEREAS, Agency requires the ability to confirm that a person is a Dominion Energy customer and the amounts then due to Dominion Energy for the purpose of administering funds to be distributed through the Program (the “**Purpose**”); and

WHEREAS, Dominion Energy is willing to allow Agency personnel (each a “**User**”) to access limited customer information identified as “Utility Customer information” and “Customer Usage Data” in UTAH ADMIN. CODE § R746-460-2(5), (6) (2022), including but not limited to names, addresses, Dominion Energy account numbers, billing information, natural gas usage, and/or account balances (collectively, “**Customer Information**”) to assist Agency in accomplishing the Purpose pursuant to the terms and conditions of this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Term.** The term of this Agreement begins January 1, 2023 and continues for a period of one calendar year (the “**Term**”) unless terminated earlier by written agreement of the Parties.
- 2. Portal.** Dominion Energy has prepared an internet-based portal (the “**Portal**”) to allow Users to access Customer Information as needed to fulfill the Purpose. Access to the Portal is at the following internet address: <https://www.questargas.com/TPA>. Subject to the terms and conditions of this Agreement, Dominion Energy grants to Agency and Agency’s authorized Users the limited right to access and view Customer Information for the limited purpose of obtaining information about specific customers to accomplish the Purpose. The Parties understand and agree that access to and use of the Portal and the provision of Customer Information using said Portal is subject to the requirements of the Utah Public Service Commission’s “Order Granting in Part and Denying in Part Motion for Waiver” dated November 17, 2022.
- 3. Customer Information and Personal Data.** When a User accesses the Portal, Dominion Energy may disclose Customer Information to such User which qualifies as “personal data” or “personal information” under applicable federal, state, and local laws, regulations, and orders governing the receipt, use, management, storage, handling, or deletion of Customer Information, including but not limited to the Utah Consumer Privacy Act (eff. 12/31/2023) and Utah Public Service Commission regulations and orders (collectively, “**Data Protection Laws**”). Agency shall require and be responsible for ensuring Users access and/or use Customer Information in compliance with Data Protection Laws and only to the extent necessary to accomplish the Purpose and only for so long as is necessary to accomplish the Purpose. Agency shall not, and shall not permit any User to: (a) collect, access, process, retain, use, or disclose Customer Information for any purpose other than as reasonably necessary to fulfill the Purpose and the terms of this Agreement; (b) collect more Customer Information than is reasonably necessary for performance of the Purpose; (c) make Customer Information available to any other persons or entities except as required to satisfy the requirements of the Purpose under the terms of this Agreement; or (d) sell or permit any person or entity to sell Customer Information to any third party.

4. Express Consent Required. Prior to accessing the Portal on behalf of a specific Dominion Energy customer, Agency shall obtain written consent from the customer for Dominion Energy to provide the Customer Information to Agency. Agency shall retain the records of each such consent during the Term and for a period of twelve (12) months following the Term or until requested by Dominion Energy, whichever comes first. Agency agrees to provide copies of any received consents upon written request from Dominion Energy. Such consent shall be substantially similar to the following:

For you to obtain assistance through the [Agency program name] program, it may be necessary for [Agency] to obtain information from Dominion Energy including your name, account number, service address, usage information, and billing information. Dominion Energy cannot share this information with [Agency] without your consent. If you opt not to provide consent, it will not impact your ability to receive natural gas service from Dominion Energy, but it may impact your ability to receive aid through [Agency program name]. We will only use this information for the purposes of determining whether you qualify for [Agency program name] support and for providing any aid you may receive. We will not use your information for any other purpose. Please note that your consent applies only for this specific request. If in the future you seek additional funding from [Agency program name], you will be asked to provide consent for Dominion Energy to share similar information at that time.

I hereby give my consent for Dominion Energy to provide [Agency] with my service address, account number, usage data, and billing data for the limited purpose described above.

5. Confidentiality.

(a) **Confidential Information Defined.** For purposes of this Agreement, “**Confidential Information**” means information Customer Information, the Portal, information and credentials needed to access the Portal, and any other information relate to the Portal which Dominion Energy designates as confidential or proprietary in writing or otherwise or which Agency knows or reasonably should know is confidential or proprietary at the time of disclosure due to the nature of the information or the manner of its disclosure. Confidential Information shall not include information Agency can demonstrate by substantial evidence that: (i) at the time of disclosure by Dominion Energy, was in the public domain, or after disclosure by Dominion Energy is lawfully published or otherwise becomes part of the public domain; (ii) was already in the possession of Agency at the time of disclosure to Agency and was not acquired by Agency, directly or indirectly, under an obligation of confidence; (iii) after disclosure to Agency, is received by Agency from a third party who did not acquire it under an obligation of confidence; or (iv) is or was independently developed by Agency, Agency’s Users, and/or Agency’s directors, officers, employees, consultants, contractors, subcontractors, auditors, legal counsel, and/or agents (each a “**Representative**,” collectively “**Representatives**”) without reference to any Confidential Information disclosed by Dominion Energy.

(b) **Allowed Use.** Agency shall use the Confidential Information exclusively to facilitate the Purpose. Customer Information may not be used for marketing products or services by Agency, Dominion Energy, or any affiliated or ancillary companies or organizations.

(c) **Protection of Confidential Information.** Agency may disclose Confidential Information to its Representatives only to the extent necessary to accomplish the Purpose, provided Agency obligates each such Representative to protect the Confidential Information in a manner as least as protective of the Confidential Information as the confidentiality and use obligations agreed to by Agency under this Agreement. Agency shall remain wholly responsible for the acts or omissions of its Representatives under this Agreement. Agency shall: (i) protect such Confidential Information with at least the same degree of care that Agency uses to protect its own Confidential Information, but in no case, less than a reasonable degree of care; (ii) not directly or indirectly use any Confidential Information for any purpose other than the Purpose; (iii) limit access to Confidential Information to its Representatives who require the Confidential Information in furtherance of the Purpose; (iv) not submit for analysis, reverse engineer,

reverse compile, or create derivative works using Confidential Information; and (v) not copy or reproduce Confidential Information in any manner except in the ordinary course of business to facilitate the Purpose.

(d) Ordered Disclosure. Should Agency be required to disclose Confidential Information pursuant to applicable law, or an order received from a court or governmental authority of competent jurisdiction, it shall, if and to the extent permitted by law, give Dominion Energy notice as soon as possible to afford Dominion Energy an opportunity to defend against such disclosure. If any disclosure is finally ordered, Agency shall disclose only such of the Confidential Information as is necessary to meet the requirements of such order as reasonably determined by Agency's legal counsel.

(e) No Copies Retained. Except as reasonably necessary to fulfill the Purpose, Agency shall not make any copies of Confidential Information in any form or format, including but not limited to electronic or hard copies. Upon completion of the Purpose for a specific Dominion Energy customer, Agency shall destroy any copies of Confidential Information except to the extent necessary to comply with legal obligations and/or Agency requirements. The confidentiality obligations of this Agreement shall continue apply to all Confidential Information retained by Agency for any reason for so long as such Confidential Information remains in Agency's care, custody, or control.

6. Breach of Security. A "**Breach of Security**" includes any unauthorized access to, acquisition of, or disclosure of Confidential Information, held in the custody or control of Agency or its Users or other Representatives, or a reasonable belief by Agency that such unauthorized access, acquisition, or disclosure has occurred. Notwithstanding any other provisions hereof and the requirements of applicable law, Agency shall notify Dominion Energy and Dominion Energy's Director Cyber Security within twenty-four (24) hours of Agency's discovery of a Breach of Security (the "**Breach Notification Window**"). Such notice shall include the following, to the extent the information is then available: (a) date and time that Agency discovered the Breach of Security and the date and time when the Breach of Security occurred, if discoverable; (b) a detailed description of the Breach of Security; (c) a list of the systems and Confidential Information at risk, including a list of affected individuals; and (d) a description of actions taken after the Breach of Security was discovered. Thereafter, Agency shall provide to Dominion Energy weekly reports and updates (or more frequently, if requested by Agency) describing the investigation into the Breach of Security and all corrective or remedial actions taken or to be taken by Agency. Agency shall promptly provide any further information that Dominion Energy may reasonably request in connection with the Breach of Security. Agency shall provide subsequent updates as additional information becomes known to Agency.

7. Portal Access.

(a) Access Requirements. Only persons with valid Agency email addresses may be Users with access to the Portal and/or Customer Information. Access to the Portal will be by user ID (a valid email address) and a password established by each individual User. Passwords will expire at a minimum every sixty (60) days. Email addresses are needed for two-factor authentication to verify the identity of the User accessing the Portal.

(b) Agency Obligations. Agency shall:

- (i) promptly notify Dominion Energy by email to conserv@dominionenergy.com whenever Agency needs to add one (1) or more new Users or edit existing User records;
- (ii) notify Dominion Energy within twenty-four (24) hours of when a User ceases to require access to the Portal for any reason;
- (iii) ensure Users do not share their individual passwords with any other person; and
- (iv) notify Dominion Energy immediately upon discovering that an unauthorized person has access to the Portal or has received information via the Portal.

8. Grant of Rights; Limitations on Use.

(a) Other than Customer Information (which the Parties agree belongs to the person to whom the Customer Information applies), the contents of the Portal, such as text, graphics, images, and other content (the “*Site Material*”) are owned by or licensed to Dominion Energy or its affiliates and are protected by copyright under both United States and foreign laws. Dominion Energy hereby grants to Agency a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to view the Site Material for Agency’s internal business use to fulfill the Purpose. Agency and any Users shall not download copies or take screenshots of any Customer Information other than expressly allowed under this Agreement, excluding temporary copies required by a web browser to function properly. Unauthorized use of the Site Material may violate copyright, trademark, and other laws. Agency agrees to retain all copyright and other proprietary notices contained in the original Site Material on any copy Agency makes of such material. Unless specifically authorized by Dominion Energy or allowed by applicable laws and regulations, Agency may not sell or modify Site Material or reproduce, display, distribute or publish the Site Material except as expressly permitted herein. Agency agrees neither it nor its Users will access or use the Site Material for any public or commercial purpose, except for the Purpose or as expressly permitted herein. Use of the Site Material on any other web site or in a networked environment is prohibited.

- (b) Agency will not and will not allow its Users to do any of the following:
- (i) use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store, or distribute content available on the Portal;
 - (ii) take any action to interfere with, or disrupt, the Portal, circumvent security measures or attempt to exceed the limited authorization and access granted to Agency under this Agreement;
 - (iii) probe, scan or test the vulnerability of the Portal or any system or network;
 - (iv) forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted to or through the Portal;
 - (v) reverse engineer, decompile or modify the Portal, in whole or in part;
 - (vi) use the Portal in any way that could interfere with, disrupt, or negatively affect the Portal or its servers or networks; or
 - (vii) encourage or promote any activity that violates this Agreement.

9. No Warranty. DOMINION ENERGY DOES NOT WARRANT THE PORTAL WILL OPERATE ERROR-FREE OR THE PORTAL AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL. THE PORTAL AND ITS INFORMATION ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, STATUORY, OR IMPLIED. DOMINION ENERGY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH DOMINION ENERGY STRIVES TO PROVIDE THOROUGH AND ACCURATE INFORMATION ON THE PORTAL, DOMINION ENERGY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

10. Limitation of Liability. DOMINION ENERGY SHALL NOT BE LIABLE TO AGENCY, USERS, OR ANY OTHER PERSON FOR THE DECISIONS MADE BY AGENCY OR ITS USERS BY USE OF THE CUSTOMER INFORMATION. IF AGENCY’S USE OF THE PORTAL RESULTS IN ANY COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, DOMINION ENERGY SHALL NOT BE RESPONSIBLE FOR THOSE COSTS OR EXPENSES. EXCEPT TO THE EXTENT DIRECTLY

CAUSED BY THE ACTS OR OMISSIONS OF DOMINION ENERGY OR DOMINION ENERGY EMPLOYEES OR AGENTS, IN NO EVENT SHALL DOMINION ENERGY, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OR INABILITY TO USE THE PORTAL OR INFORMATION ON THE PORTAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DOMINION ENERGY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Defense and Indemnity. To the extent allowed by law, and to the extent arising from or caused by the negligent or willful acts or omissions of a Party or its Representatives, each Party (“**Indemnitor**”) agrees to defend the other Party, its affiliates, and each of their respective directors, officers, employees, contractors, and agents (each an “**Indemnitee**”) from and against any and all claims, demands, lawsuits, or other proceedings brought or threatened by any third party, including but not limited to any of Indemnitor’s employees and/or Representatives (each a “**Third Party Claim**”), whether at law, in equity, or administrative in nature, and to indemnify and hold harmless the Indemnitees from any judgment, amounts paid in settlement, fines, penalties, forfeitures, damages, losses, costs, and expenses (including reasonable attorneys’ fees through final appeal) (collectively, “**Losses**”), arising from or related to the following: (i) a Breach of Security, or (ii) Indemnitor’s failure to comply with Data Protection Laws or the requirements of this Agreement, regardless of whether an Indemnitee is required to take any action under any state or federal law.

12. Miscellaneous.

(a) Governing Law, Jurisdiction, and Venue. The Parties intend that this Agreement be governed by the laws of the State of Utah without giving effect to the Utah’s choice of laws principles. The Parties agree that any litigation of or concerning this Agreement shall be adjudicated in Third District Court of Salt Lake City, Utah, or the United States District Court for the State of Utah and submit to their exclusive jurisdiction. Each Party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such courts, including that either is an inconvenient forum.

(b) Non-Waiver of Rights; Remedies Cumulative. The failure of either Party to demand strict performance of the terms of or to exercise any right conferred by this Agreement is not intended by the Parties to be construed as a waiver or relinquishment of its right to assert or rely upon any term or right in the future, or as a consent to any continuing or subsequent failure or breach. All remedies set forth in this Agreement are distinct, separate, and cumulative, and are in addition to and not in lieu of any other rights and remedies given elsewhere in this Agreement or available at law or in equity.

(c) Survival. Neither provision nor Acceptance of any Work, nor any termination, expiration, or cancellation of this Agreement, will be deemed to relieve either Party of any obligations under it that by their nature survive termination, including but not limited to all warranties, guarantees, promises of indemnity, limitations of liability, and confidentiality obligations.

(d) Successors and Assigns. This Agreement will be binding on the Parties and their directors, officers, agents, successors, and permitted assigns.

(e) Integration, Entirety, and Amendment. This Agreement, together with all attachments and incorporated references, is the entire agreement between the Parties with respect to the Work and supersedes any prior or contemporaneous agreement or understanding between the Parties regarding its subject matter. The Parties will not be bound by or be liable for any statement, representation, promise, inducement, acknowledgement, or understanding of any kind or nature not set forth or provided for in this Agreement. No prior course of dealing, usage of trade, or course of performance is intended by either Party to be used to supplement or explain any term, condition, or instruction used in this Agreement or to

effect any amendment to it. No revision or amendment to this Agreement will be effective unless it is signed by the Parties.

(f) Notices. Notices to the Parties concerning this Agreement will be effective only if they are in writing and delivered personally, by fax, email, certified mail, or by overnight courier. All notices hereunder shall be sent to the person and at the mailing address, email address or fax number set forth below. Either Party may change the person to receive notice or the applicable contact information by providing notice to the other. Properly delivered notices will be deemed to have been received (i) in the case of fax or email, upon electronic confirmation of receipt and (ii) in the case of certified mail or overnight courier, on the second business day after being sent.

If to Dominion Energy:

Dominion Energy Utah
Attn: Ricky Macias
333 South State Street (84111)
P.O. Box 45360
Salt Lake City, Utah 84145-0360
Fax: 801-324-3594
Ricky.Macias@DominionEnergy.com

If to Agency:

Fax: _____
Email: _____

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement by their duly authorized representatives effective as of the date first written above.

DOMINION ENERGY UTAH

[AGENCY]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____