

# pc-GAR Order Form

For information about the [pc-GAR<sup>1</sup>](#) programs and a full copy of the currently effective [NERC Generating Availability Data System Reporting Instructions<sup>2</sup>](#) please visit the NERC website.

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 pc-GAR Email: \_\_\_\_\_  
 Invoice Email: \_\_\_\_\_  
 Intended Use: \_\_\_\_\_

Please send your order form to: [gads@nerc.net](mailto:gads@nerc.net)  
 Contact us at: NERC  
 Attn: GADS Services  
 3353 Peachtree Road NE, Suite 600 – North Tower  
 Atlanta, GA 30326  
 Email: [gads@nerc.net](mailto:gads@nerc.net)  
 Website: [www.nerc.com](http://www.nerc.com)

	Organization Type	Price	Version	Quantity	Subtotal USD
First-Time Purchases	Electric Generators in North America, Generator Owners (GOs) and Generator Operators (GOPS)	USD\$2,000 each (first two copies), then USD\$1,000	MT		
			PG		
	Government Agencies	USD\$2,000 each (first two copies), then \$1,000	MT		
			NM		
	Other Companies not reporting GADS Data	USD\$6,000 each (first two copies), then USD\$3,000	MT		
			NM		
Renewals	Electric Generators in North America, Generator Owners (GOs) and Generator Operators (GOPS)	USD\$1,000	MT		
			PG		
	Government Agencies	USD\$1,000	MT		
			NM		
	Other Companies not reporting GADS Data	USD\$3,000	MT		
			NM		
				<b>Total USD\$</b>	

NERC must review and approve all requests for pc-GAR prior to granting access. This includes the intended use indicated above (“Intended Use”). NERC will need to approve of any other use in a separate writing (email is sufficient) prior to your organization taking or performing additional uses (“Your Organization”, “You”, or “Your”). If NERC approves access and Intended Use, NERC staff will contact Your Organization’s

For NERC Use Only

<sup>1</sup> <http://www.nerc.com/pa/RAPA/gads/Pages/pc-GAR.aspx>  
<sup>2</sup> <http://www.nerc.com/pa/RAPA/gads/Pages/Data%20Reporting%20Instructions.aspx>

identified contact provided in this form to confirm the price and version of pc-GAR Your Organization may receive. NERC will then issue an invoice for the pc-GAR payment. NERC must receive payment (in full) before NERC will release the software. Furthermore, access to and use of pc-GAR is conditioned on Your Organization's agreement to be bound and shall abide by the terms and conditions of this Purchase Order and the accompanying pc-GAR License Agreement, attached as Appendix A to this Purchase Order (collectively, the "Agreement"). There are no exceptions.

**Payment**

You shall pay NERC the fees (including any applicable taxes, withholdings, or otherwise) set forth on the invoice NERC issues. Payment must be made by wire, ACH, or check as set forth below.

**Details for Wire/ACH Transfers**

Company: North American Electric Reliability Corporation  
Bank Name: PNC Bank, N.A.  
Bank Address: 249 Fifth Avenue  
Pittsburgh, PA 15222  
Routing Number: 031207607 (for wires and ACHs)  
Account Number: 8032658321  
Account Name: North American Electric Reliability  
Swift Code: PNCCUS33 (required for international payments)

**Remittance Lockbox Address for Checks**

North American Electric Reliability Corporation  
P.O. Box 531652  
Atlanta, GA 30353-1652

Any purchase order or other additional or ancillary document issued by You pursuant to payment of any invoice issued hereunder, is solely for Your internal accounting requirements ("Your Document") and, as such, any terms and conditions of Your Document are hereby superseded and replaced in their entirety by the terms and conditions of this Agreement regardless of any conflicts. For the avoidance of doubt, Your Document shall not bind NERC to any terms outside of this Purchase Order (including Appendix A), even if NERC is required to sign such document for Your internal accounting purposes.

**THIS IS A LEGALLY BINDING AGREEMENT. BY SUBMITTING THIS REQUEST, MAKING PAYMENT OF ALL FEES OWED, AND USING PC-GAR, YOUR ORGANIZATION AND ALL AUTHORIZED USERS ARE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND THE PC-GAR LICENSE AGREEMENT INCLUDED IN APPENDIX A TO THIS ORDER FORM, WHICH TOGETHER FORM THE ENTIRE AGREEMENT GOVERNING YOUR USE OF AND ACCESS TO PC-GAR.**

# Appendix A

## NERC PC-GAR License Agreement

COLLECTIVELY, WITH THE PURCHASE ORDER, THIS FORMS A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) GOVERNING THE ORGANIZATION IDENTIFIED IN THE ASSOCIATED ORDER FORM (“YOU” “YOURS”) ACCESS TO AND USE OF NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION’S (“NERC”) PC-GAR APPLICATION (THE “PROGRAM”).

Acceptance of these terms and conditions is a prerequisite to Your use and use by anyone You grant access to the Program. You may not use the Program if You do not accept the terms of this Agreement.

1. **Grant of License:** Upon payment to NERC pursuant to the associated Program Order Form, NERC grants You the nonexclusive, nontransferable, revocable right, to use the Program for internal business purposes (not for managing third party data) consistent with the approved Intended Use identified in the Purchase Order and intended purpose, and for no other purpose as further described here <https://www.nerc.com/pa/RAPA/gads/Pages/pc-GAR.aspx> (“Intended Purpose”). This limited license will remain in effect until terminated. NERC has the right to terminate this Agreement and Your right to access or use the Program if You fail to comply with any term or condition of this Agreement. Upon termination, You must destroy the Program and certify in writing to NERC that such actions have been taken. All confidentiality obligations set forth in Section 4 below shall survive termination and remain fully effective.
2. **Restrictions:** You may not rent, lease, license, disclose, or give the Program to any person or organization, or use the information (including Confidential Information, defined below) contained in or made accessible through Your use of the Program, for the benefit of any third party or for any purpose other than as specified in this Agreement, unless NERC expressly authorizes such use in writing. This includes reproducing, duplicating, copying, selling, trading, or, reselling the Program. You agree to take all reasonable technical and physical steps to prevent unauthorized disclosure or use of the Program. Except as specified, this Agreement does not grant You any rights to patents, copyrights, trade secrets, trade names, trademarks, or any other intellectual property, rights or licenses with respect to the Program or the data (including Confidential Information) contained therein.
  - a. **Authorized Users:** Unless otherwise specifically provided in the Order Form, Authorized Users shall only consist of Your employees whose use is subject to the terms of this Agreement.
3. **Additional Restrictions:** In no event shall You disassemble, decompile, or reverse engineer the Program and pc-GAR Data (as defined in Section 4) or permit others to do so. Disassembling, decompiling, and reverse engineering this Program or pc-GAR Data include, without limitation: (i) converting the Program or pc-GAR Data from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Program or pc-GAR Data by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Program’s operation and creating the original source code or any approximation thereof; or (iv) performing any other activity related to the Program or pc-GAR Data

that could be construed to be reverse engineering, disassembling, or decompiling. Furthermore, You may not process third party data (as a service provider), provide commercial hosting services, sell, sublicense, rent, or lease the Program or pc-GAR Data to another party. Any violation of this section may be subject to immediate termination by NERC in its sole discretion. No refund will be provided for any termination relating from a breach of this Section.

4. **Confidential Information:** “Confidential Information” is defined as all data and other content input into, maintained in, generated as output, or contained in reports You gain access to through use of the Program. Confidential Information also includes any confidential or proprietary data or information obtained, or to which You have access to, including without limitation with respect to EventsHrsXX.tps, PerformanceXX.tps, CausesXX.tps, FuelXX.tps, EventHrsCXX.tps, and Unitsown.tps (“pc-GAR Data”), or otherwise known to each party by the nature and circumstances of the information to be confidential. The follow are exclusions from these confidentiality requirements: (a) information generally known in the industry or otherwise publicly available at the time of disclosure, (b) information that a party can demonstrate with documentary evidence was lawfully in its possession without confidentiality restrictions prior to the date of disclosure or access via the Program, (c) information that has been disclosed by third parties that have a right to do so, or (d) information developed independently by the receiving party without reference of use of the Confidential Information.

You may have access to or receive Confidential Information as a result using the Program. Any of Your directors, officers, staff, or other Authorized Users using the Program or individuals or entities receiving reports or other media developed from using the Program and accessing Confidential Information in connection with the Intended Use and Intended Purpose, must be subject to confidentiality restrictions at least as restrictive as those herein as a condition of employment. All Confidential Information must be maintained by adequate and appropriate electronic and physical measures, policies, and procedures to ensure the security and confidentiality of the Confidential Information and reasonably necessary to protect the integrity of the Confidential Information against unauthorized disclosure, but in no event less than a reasonable degree of care. You shall immediately notify NERC of any loss or unauthorized access to Confidential Information or use of the Program.

You further expressly agree that during Your use of the Program that You will not copy, reveal, give, or make known any Confidential Information. You are responsible for any acts of individuals using the Program under Your license, authorized or not. These confidentiality obligations survive termination this Agreement.

5. **Assignment:** Neither the Program nor the terms of this Agreement are assignable or delegable by You, in whole or in part, without NERC’s prior written consent.
6. **Exclusions of Warranties:** Nothing in these terms shall exclude or limit NERC’s warranty or liability for loss that may not be lawfully excluded or limited by applicable law.
- a. You expressly understand and agree that your use of the program is at your sole risk and that the program is provided “as is” and “as available.”
  - b. In particular, NERC does not represent or warrant that:
    - i. Your use of the program will meet your requirements;

- ii. Your use of the program will be uninterrupted, timely, secure, or free from error;
  - iii. Any information obtained by you as a result of your use of the program will be accurate or reliable; and
  - iv. That defects in the operation or functionality of the program provided to you will be corrected.
- c. Any material downloaded or otherwise obtained through the use of the program is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or other device(s) or loss of data that result from the download or use of any such material.
- d. NERC further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement.
- 7. Limitation of Remedies:** NERC's entire liability and your exclusive remedy for any claims concerning this program are set forth in this section. Notwithstanding anything to the contrary, NERC shall not be liable to you for any indirect, incidental, or consequential damages (including lost profits) sustained or incurred in connection with use of the program regardless of the form of action and whether or not such damages are foreseeable. NERC shall not be liable for any claim by you based on any third party claim. In no event shall NERC's total liability exceed the amount of fees paid to NERC under this agreement.
- a. NERC shall not be liable for any loss or damage that you may incur, including, but not limited to, loss or damage as a result of:
    - i. Any reliance placed by you on the completeness, accuracy, or contemporaneity of any data used, interpreted, or otherwise by the program;
    - ii. The deletion of, corruption of, or failure to store, any content, data, and other data maintained or transmitted by or through your use of the program; or
    - iii. Your failure to use the program as intended.
- 8. Indemnification:** Without limiting any other indemnification provision of this Agreement, You agree to indemnify, defend and hold NERC, and its 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 due to or arising from Your: (a) breach of this Agreement, including without limitation, any representation or warranty contained in this Agreement; (b) access or use of the Program; (c) violation or alleged violation of any law; or (d) violation or alleged violation of any third-party rights of any kind.
- 9. Equitable Remedies:** You acknowledge and agree that irreparable damage would occur due to its breach of any confidentiality or proprietary right of this Agreement. Therefore, the You agree that in the event of any actual or threatened default in, or breach of, any of such requirements, NERC shall have the right to specific performance and injunctive or other equitable relief to prevent such breach or threatened breach, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. You agree that the remedies at law for any breach or threatened breach of this Agreement's confidentiality or proprietary terms, including

monetary damages, may be inadequate compensation for any loss and that any defense in any action for equitable relief under this section that a remedy at law would be adequate is waived.

**10. Laws and Regulations:** Each party agrees, in connection with the Program, to comply with all applicable federal, state, or local laws and regulations. The parties shall comply with applicable export laws, including the laws of the United States, (“Export Laws”) in the performance of this Agreement. The Program and Confidential Information (including any such Confidential Information and pc-GAR Data in a report or other media developed via the Program) are subject to Export Laws. You, Your affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer the Program or Confidential Information as set forth herein in violation of Export Laws. You must not use the Program or Confidential Information from the People’s Republic of China, Crimea/Sevastopol, Cuba, Iran, the People’s Republic of Korea (North Korea), and Syria.

**11. Proprietary Rights:**

- a. You acknowledge and agree that NERC owns all legal right, title, and interest in the Program, including any intellectual property rights, which subsist in the Program (whether those rights happen to be registered or not).
- b. Nothing in this Agreement gives You a right to use any of NERC’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- c. You agree that You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Program.
- d. Any use of NERC’s trademarks, copyrights, or other intellectual property must comply with [NERC’s Trademark Policy](#). All other uses are expressly prohibited.

**12. Modification:** NERC 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, which will be accessible here: <https://www.nerc.com/pa/RAPA/gads/Pages/pc-GAR.aspx> You should review this Agreement regularly. All Changes to this Agreement are effective immediately when NERC posts them. Your continued use of the Program following postings of Changes to this Agreement signifies that You accept such Changes. If You do not agree to the updated Agreement, You must terminate this Agreement and cease use of the Program in accordance with Section 1. NERC shall post notice of Changes to this Agreement on its website and may, but is not required to, provide notice of an update to this Agreement.

**13. No Third Party Beneficiaries:** This Agreement is exclusively between NERC and You and solely for the benefit of the parties hereto and that no third parties may rely on any reports, analyses, or other material provided to You or shall obtain any direct or indirect benefits from this Agreement, have any claim or be entitled to any remedy under this Agreement, or otherwise in any way be regarded as third party beneficiaries under this Agreement, unless NERC expressly authorizes such use in writing.

**14. Choice of Law:** The Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement and its subject matter will be governed by and construed under the laws of the State of Georgia. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law principles and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. The parties hereby

irrevocably submit to the exclusive jurisdiction of any federal or state court in Georgia over all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or related to this Agreement, or the negotiation, execution or performance of this Agreement, and the parties hereby irrevocably agree that all such claims and causes of action may be heard and determined by in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Notwithstanding anything to the contrary in this Section 14, but without in any way limiting the remedies of the parties hereunder, prior to instituting any claim, action, or proceeding in any such court, the parties agree to first attempt to resolve any dispute through good faith negotiations between a designated authorized officer of each party for a period of thirty (30) days following delivery by a party of a notice of a dispute hereunder to the other party. For purposes of clarity, if the parties are unable to resolve a dispute through good faith negotiations during such thirty (30) day period, the parties shall be entitled to pursue all rights and remedies available to them under this Agreement or at law or equity.

15. **Survival:** All provisions of this Agreement which by their nature (including Confidentiality and Intellectual Property) shall survive any termination of this Agreement shall remain in full force and effect after such termination.
16. **Waiver:** No failure of NERC to exercise, or delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by NERC preclude any other or further exercise thereof or the exercise of any other right or remedy.
17. **Entire Agreement:** This Agreement constitutes the final and full terms for Your use of the Program and supersedes all previous proposals, agreements, understandings, negotiations and promises, whether written or oral with respect to the subject matter hereof, as well as any terms or conditions included or referenced in a purchase order, work authorization or similar ordering document, or vendor invoicing or payment system.