

ONLINE TERMS OF USE

By entering this website, you are indicating that you have the authority to agree to these terms and conditions and that you and your company representatives (“You” or “Your”) desire to have limited access to CPS Energy's Online with The Property Manager Portal (“Online Portal”) and desire to participate in the Online with The Property Manager Portal Program (“Online Program”) to originate CPS Energy move ins and move outs, view the status of occupancies, view billing information associated with property accounts, and receive e-mail notifications of transactions processed through the Portal. If the property is sold, or there is a change in ownership, it is your sole responsibility to notify CPS Energy within 30 days. Access to any of this information by You is contingent on You consenting to following terms and conditions:

1. By consenting to these terms and conditions, You will not endeavor to obtain or disclose any CPS Energy-owned information without first having obtained the written authorization of CPS Energy.

2. Upon Your enrollment, an initial temporary password will be given to You that You will change upon Your first visit to the Online Website. You are solely responsible for the confidentiality and use of Your ID and password and for the transactions accomplished by the use of Your password. It is also Your responsibility to update Your Online account information immediately upon any changes to the information. CPS Energy shall not be responsible for your failure to gain access to the Online Program website or the availability of the Online Portal due to events beyond CPS Energy’s control.

3. You shall be responsible for accurately entering the Property Account information on the Online Program website. CPS Energy reserves the right to terminate Your access to any information made available under this Online Program if CPS Energy discovers, and in its sole judgment determines, that You have failed to meet CPS Energy's requirements of accuracy in Your information or have violated any applicable law or regulation or any of CPS Energy's cyber-security or confidentiality procedures. CPS Energy shall not be held responsible for violations of the law or of these terms by You.

4. The Online program may be modified in part or discontinued by CPS Energy at any time including revising or updating the application form or terms of use and the services being offered under the Online Program. Should the Online Program be modified or discontinued, You will be given 30-days advance notice by e-mail and shall be subject to any modifications until termination of the enrollment by either party.

5. The Online Portal will be available 24 hours a day, 7 days a week with the exception of the time required for the maintenance of the Online system. In the event of a temporary Online system outage, a notification of such will be displayed on the CPS Energy Website.

6. Your participation in this Online Program does not convey any rights or license to You except as specifically set forth in these terms and You agree to use and access the information solely for the purposes set forth in these terms. CPS Energy reserves to itself all rights and ownership in the software, name of the program, and other property and proprietary rights which are the subject of this Online program.

7. You understand and agree that even though You participate in this Online Program, it does not confer on either party any form of agency or other right to bind the other party in any manner, or to form any joint venture or other business or legal combination.

8. Either party may terminate this Agreement at any time by giving written notice to the other party. In this event, the termination shall be effective on the next business day following either party's receipt of the notice of termination or such later date as is specified in the notice. Any termination of this

Agreement shall not affect the obligations of either party arising prior to such termination, and Sections 3, 6, 7, 9, 10, 11, 12, 14 and 16 shall survive termination of this Agreement.

9. These terms are the complete and exclusive statement of the Agreement between CPS Energy and You regarding Your participation in the Online Program. In the event any inconsistency of terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which CPS Energy is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, provided the benefit of the bargain is not lost in the sole discretion of either party. CPS Energy shall incur no liability to You as a result of such inconsistency or amendment.

10. Neither party may assign this Agreement or any of the rights or duties hereunder to any person without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, CPS Energy may assign this agreement to an affiliated entity or successor to substantially all of its assets without Your consent.

11. CPS Energy will store and protect Your Online information in the same manner other personal customer information is stored and protected. Disclosure of this information shall only be made when CPS Energy is required to disclose it by law.

12. CPS Energy will not be responsible for any electronic data transmission errors resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, password misuse or misappropriation or user errors. CPS Energy is not responsible for any damages, either actual or consequential, to You or any other entity due to any malfunction of the CPS Energy's electronic network or of any Internet interconnection.

13. CPS ENERGY INFORMATION AND DATA PROVIDED IN THE ONLINE PROGRAM IS PROVIDED FOR REFERENCE PURPOSES ONLY AND IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED. CPS ENERGY DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE INFORMATION OR DATA PROVIDED IN THE ONLINE PROGRAM IS CORRECT, ACCURATE OR FIT FOR ANY PARTICULAR USE OR PURPOSE BY YOU AS OF THE DATE THE INFORMATION IS PROVIDED TO YOU OR OTHERWISE.

14. Your consent to these terms and conditions shall be binding upon and inure to the benefit You and Your respective legal representatives, successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against CPS Energy hereunder.

15. This Agreement shall be governed by laws of the State of Texas.

16. **Electronic Consent.** By participating in the Online Program governed by this Agreement or consenting to this Agreement electronically, You agree to be as bound by this Agreement as if You had executed this Agreement by affixing Your signature.