

CUSTOMER PORTAL ACCESS AND USE AGREEMENT

Customer Portal (CP) is a secure web-based application that allows Bonneville Power Administration (BPA) customers and customer authorized third parties to obtain access to their own customer data from BPA source systems.

TERM OF AGREEMENT

This CP Access and Use Agreement (Agreement) will be effective at 0000 hours on the date that this Agreement has been signed by the Customer (Effective Date), and shall continue in effect until terminated by one or both Parties.

1. RESPONSIBILITIES OF CUSTOMER'S DESIGNATED CP ADMINISTRATOR(S), CP USER(S) and THIRD PARTY USER(S)

- a) The Customer shall designate the CP Administrator(s) who will manage the Customer's CP account and approve CP and Third Party user access in Exhibit A [Customer Portal Administrator(s), User(s) and Authorized Third Party User(s)] of this Agreement.
- b) The Customer shall notify BPA of any change to the designated CP Administrator(s) by preparing and submitting a revised Exhibit A to BPA.
- c) The Customer's CP Administrator(s) shall designate employees, agents, and assignees as authorized to access and use the Customer's CP, or its successor, on behalf of the Customer by preparing and submitting Exhibit A.
- d) The Customer's CP Administrator(s) shall notify BPA of any change to designated employees, agents, and assignees as authorized users of the Customer's CP by preparing and submitting a revised Exhibit A.
- e) The Customer's CP Administrator(s) shall designate Customer subsidiaries whose business information will be displayed in CP for the Customer to access and view in Exhibit B [Customer Subsidiaries] of this Agreement.
- f) The Customer's CP Administrator(s) shall notify BPA of any change to Customer subsidiaries by preparing and submitting a revised Exhibit B.
- g) Requests and exhibit revisions from the Customer or the Customer's CP Administrator(s) shall be sent to BPA per the "Notices" (Section 6) of this Agreement.
- h) For revision convenience, a blank Exhibit A and B are included with the template of this Agreement or the blank exhibits may be downloaded from the CP log-on page located at <https://customerportal.bpa.gov>. See "Notices" (Section 6) below for submittal options.

2. ACCESS TO THE CP

- (a) Currently, CP is built on a Microsoft SharePoint platform; therefore Microsoft Internet Explorer is the recommended web browser to use to access CP. Use of a web browser other than Microsoft Internet Explorer may result in negative CP performance issues.
- (b) The Customer is responsible for the acquisition and all maintenance of hardware, software and communication equipment that is necessary for its CP use. BPA will not provide any information technology support to any user(s) of CP.
- (c) The CP is owned and operated by BPA, which is part of the United States (US) Department of Energy (DOE). All uses of the CP must be in accordance with US laws, federal regulations, DOE Orders and BPA policies and directives. BPA's external website disclaimer and privacy policy applies to use of the CP, and is available at: <https://www.bpa.gov/Contact/website/Pages/Privacy-Policy.aspx>.

3. AUTHORIZED USE OF THE CP

The Customer and their designated CP User(s) and Third Party User(s) may use CP to view the Customer's information related to its business with BPA.

4. UNAUTHORIZED USE OF THE CP

The Customer shall use the CP, or its successor, as provided in Section 3 of this Agreement and shall be responsible for assuring that use of the CP by its designated CP User(s) and Third Party User(s) is consistent with this Agreement. Unauthorized use may result in the limitation, disabling or revocation of the Customer's CP login.

5. INFORMATION SECURITY

There is no expectation of privacy on the CP. All data, including e-mail, created, stored, or transmitted on the CP becomes the property of the US government. BPA's Office of Cyber Security monitors the CP in accordance with The Federal Information Security Management Act of 2002 (FISMA).

FISMA, 44 U.S.C. § 3541, et seq. is a US federal law enacted in 2002 as Title III of the E-Government Act of 2002 (Pub.L. 107-347, 116 Stat. 2899). The Act recognizes the importance of information security to the economic and national security interests of the US.

- (a) In performance of this Agreement, the Customer shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and BPA's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Customer shall safeguard BPA's information, data or systems commensurate with the minimum protection requirements set forth by the National

Institute of Standards and Technology (NIST) for a “low” categorization as described in the Federal Information Processing Standard (FIPS) Publication 199.

- (c) The Customer shall maintain controls aligning with applicable controls in the current version of the NIST Special Publication 800-53, or ISO-27001:2005/2013, consistent with the risk and magnitude of harm to BPA resulting from a loss confidentiality, integrity or availability as required by the E-Government Act (Public Law 107-347) of 2002, Title III FISMA.
- (d) The BPA Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Customer’s pertinent information security and/or data security plan or program.
- (e) The Customer, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of this Agreement as identified by BPA.

6. NOTICES

- (a) Any notice required under this Agreement shall be provided in writing to BPA in one of the following ways:
 - (1) by US Certified Mail with return receipt requested;
 - (2) electronically, if both Customer and BPA have means to verify the electronic notice’s origin, date, time of transmittal and receipt; or
 - (3) by another method agreed to by the Customer and BPA.

Notices are effective when received. BPA may change the name or address for delivery of notices by providing notice to the Customer of such change or other mutually agreed method. The Customer shall deliver notices to the following address:

BONNEVILLE POWER ADMINISTRATION
ATTN KSCS-4 (BPA CP)
PO BOX 3621
PORTLAND, OR 97208-3621

Phone: 503-230-4226
E-Mail: customerportal@bpa.gov

- (b) The Customer shall notify BPA of any actual or suspected loss, compromise or unauthorized use of the CP, including the Customer’s CP account access information.

7. ENTIRE AGREEMENT

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

8. CUSTOMER ACCEPTANCE

The Customer agrees to the terms and conditions for use of the CP contained in this Agreement. The signatory represents that they are authorized to enter into this Agreement on behalf of the Party for which they sign.

Customer Legal Name: _____

Name (Print/Type): _____

Signature: _____

Title: _____

Date: _____

SAMPLE AGREEMENT

ADDENDUM TO CUSTOMER PORTAL ACCESS AND USE AGREEMENT

This Addendum identifies the minimum technical requirements for compliance with Section 5 of the Customer Portal Access and Use Agreement (Agreement) relating to Information Security. The following controls or procedures are derived from NIST 800-53.

IA-5 AUTHENTICATOR MANAGEMENT

- g. Protecting authenticator (passwords or other authenticator) content from unauthorized disclosure and modification; and
- i. Changing authenticators for group/role accounts when membership to those accounts changes. This includes notifying BPA when a new user is needed or should be removed.

SI-2 FLAW REMEDIATION

- c. Install security-relevant software and firmware updates within the Customer's defined time period of the release of the updates.

SI-3 MALICIOUS CODE PROTECTION

- a. Implement one or more signature or non-signature based malicious code protection mechanisms on the originating device, to detect and eradicate malicious code; and
- b. Automatically update malicious code protection mechanisms whenever new releases are available in accordance with organizational configuration management policy and procedures.

MP-4 MEDIA STORAGE CONTROL

- a. Physically controls and securely stores Customer-defined types of digital and/or non-digital media within Customer-defined controlled areas; and
- b. Protects information system media until the media are destroyed or sanitized using approved equipment, techniques, and procedures.

PE-3 PHYSICAL ACCESS CONTROL

- a. Enforces physical access authorizations at the Customer's defined entry/exit points to the facility where the machine accessing the BPA system resides; or a mobile device accessing the BPA system is password protected and maintained in the physical possession and control of the Customer.

EXHIBIT A

AGREEMENT

CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

1. CUSTOMER PORTAL ADMINISTRATOR(S)

The Customer authorizes the following person(s) to act as its Customer Portal (CP) Administrator(s). The Customer shall notify BPA of any changes to the CP Administrator's information provided below.

Primary CP Administrator Information: Name: _____ Title: _____ Email: _____ Address: _____ _____ Phone: _____	Secondary CP Administrator Information: Name: _____ Title: _____ Email: _____ Address: _____ _____ Phone: _____		
CP Administrators are given full access to the entire CP Site.			
CP Admin Permission	Expanded CP User Permissions		
Standard	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)
X	X	X	X

2. CP USER(S) PERMISSIONS

There are two types of CP User permissions available; Standard or Energy Efficiency (EE) only.

- **Standard:**
Allows the CP User to **view** the following: bills, meter point info and meter diagrams, load and resources forecasts, contracts, EE reimbursement activity and all subsidiary site(s) listed on Exhibit B.
- **EE Only:**
Allows the CP User to view only EE information and submit EE invoices on behalf of the customer.

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

Additionally, three more expanded CP User permissions can be *added to the standard permission* to give the CP User additional capabilities. They include Submit EE Invoice(s), Submit Load Forecast(s) and View Fiber/Wireless Contract(s).

- **Submit EE Invoice(s):**
Can be added to the Standard permission to also allow the CP User to submit EE invoice(s).
- **Submit Load Forecast(s):**
Can be added to the Standard permission to also allow the CP User to submit load and resource forecast(s).
- **View Fiber/Wireless Contract(s):**
Can be added to the Standard permission to also allow the CP User to view fiber and wireless contract(s).

3. CP USER(S)

The CP Administrator(s) authorizes the following employees, agents, and assignees as CP User(s) to access and use the Customer's CP on the Customer's behalf. CP User(s) listed below will also have access to any subsidiary sites listed in the Customer's Exhibit B, Customer Subsidiaries.

The CP Administrator(s) shall notify BPA of any changes to the CP User's information. If more than six CP User(s) will be granted access, use Exhibit A (Long Form) which allows for more than six users. Permissions must be selected for each CP User(s).

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

CP User Information: _____ Add _____ Remove _____ Existing				
Name: _____				
Title: _____				
Email: _____				
Address: _____				

Phone: _____				
Select One Only		Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD
PARTY USER(S)

4. AUTHORIZED THIRD PARTY USER(S)

The CP Administrator(s) authorizes the following entities to access its data and/or submit data on the Customer's behalf via the CP. Third party entities may not sub-delegate this permission. Third Party User(s) listed below will also have access to any subsidiary sites listed in the Customer's Exhibit B, Customer Subsidiaries.

If more than five Third Party User(s) will be granted access, use Exhibit A (Long Form) which has additional fields for entry. Permissions must be selected for each Third Party User(s).

There are three types of Authorized Third Party User(s) permissions available; Standard, EE only or Third Party Meter Data MDMR2.

- **Standard:**
Allows the user to **view** the following: bills, meter point info and meter diagrams, load and resources forecasts, contracts, EE reimbursement activity and all subsidiary site(s) listed on Exhibit B.
- **EE Only:**
Allows the user to view only EE information and submit EE invoices on behalf of the customer.
- **Third Party Meter Data MDMR2:**
Allows the user to view only specific meters and detailed meter information. Access to Third Party Meter Data requires an additional form to be filled out. Find MDMR2 Meter Data Access Request form and instructions at <https://customerportal.bpa.gov>.

Additionally, three more expanded Third Party User(s) permissions can be **added to the standard permission** to give the user additional capabilities. They include Submit EE Invoice(s), Submit Load Forecast(s) and View Fiber/Wireless Contract(s).

- **Submit EE Invoice(s):**
Can be added to the Standard permission to also allow the user to submit EE invoice(s).
- **Submit Load Forecast(s):**
Can be added to the Standard permission to also allow the user to submit load and resource forecast(s).
- **View Fiber/Wireless Contract(s):**
Can be added to the Standard permission to also allow the user to view fiber and wireless contract(s).

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

3rd Party User Information: **Add** **Remove** **Existing**

Entity Name: _____

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

Select One Only			Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	3 rd Party Meter Data MDMR2 (additional form needed)	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

3rd Party User Information: **Add** **Remove** **Existing**

Entity Name: _____

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

Select One Only			Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	3 rd Party Meter Data MDMR2 (additional form needed)	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A

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CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

3rd Party User Information: **Add** **Remove** **Existing**

Entity Name: _____

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

Select One Only			Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	3 rd Party Meter Data MDMR2 (additional form needed)	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

3rd Party User Information: **Add** **Remove** **Existing**

Entity Name: _____

Name: _____

Title: _____

Email: _____

Address: _____

Phone: _____

Select One Only			Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	3 rd Party Meter Data MDMR2 (additional form needed)	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

EXHIBIT A

AGREEMENT

CUSTOMER PORTAL ADMINISTRATOR(S), USER(S) AND AUTHORIZED THIRD PARTY USER(S)

3rd Party User Information: <input type="checkbox"/> Add <input type="checkbox"/> Remove <input type="checkbox"/> Existing					
Entity Name: _____					
Name: _____					
Title: _____					
Email: _____					
Address: _____					
Phone: _____					
Select One Only			Expanded CP User Permissions (added to Standard only)		
Standard	EE Only	3 rd Party Meter Data MDMR2 (additional form needed)	Submit EE Invoice(s)	View Fiber/Wireless Contract(s)	Submit Load Forecast(s)

5. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the authorized user(s) or their contact information contained in this exhibit, the Customer or the CP Administrator(s) shall provide a revised Exhibit A to BPA. This revised Exhibit A shall be effective upon receipt by BPA.

Customer Legal Name: _____

Name (Print/Type): _____

Signature: _____

Title: _____

Date: _____

NOTE: ALL INFORMATION FOR SECTION 1 AND AT LEAST ONE USER IN SECTION 3 (INCLUDING PERMISSIONS) MUST BE COMPLETED BY THE CUSTOMER BEFORE SUBMITTING TO BPA.

**EXHIBIT B
AGREEMENT
CUSTOMER SUBSIDIARIES**

1. CUSTOMER SUBSIDIARIES

The following entities are subsidiaries of the Customer. Subsidiaries' business information will be displayed in CP for the Customer to access and view. Additionally, all CP User(s) and Third Party User(s) listed in the Customer's Exhibit A will be able to access and view subsidiaries' business information.

Subsidiary Sites:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

2. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the subsidiary information contained in this exhibit, the Customer shall provide a revised Exhibit B to BPA. This revised Exhibit B shall be effective upon receipt by BPA.

3. CUSTOMER ACCEPTANCE

Customer Legal Name: _____

Name (Print/Type): _____

Signature: _____

Title: _____

Date: _____