

WEB-RELATED CONTRACT ADDENDUM

Addendum to Agreement between **NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY** (“NYSERDA”) and _____ (“the Contractor”). This Addendum is made a part of the Agreement to which it is attached.

Section 1. Definitions.

A) **Contractor Content** refers to the dynamic web pages and static content, developed under this Agreement and includes, but is not limited to text HTML (Hyper-Text Markup Language), image, audio, video, server and browser based scripts and programs, and other presentation materials and computer files designed to be presented to a web browser by a web server using standard Internet protocols and accessible through a URL (Universal Resource Locator) address.

B) **Contractor Tools** means the software tools of general application, whether in the public domain, or owned or licensed to the Contractor, which are used to develop the Web Site.

C) **Data** includes, *[fill in or state “none”]*

D) **Documentation** means the documentation for all materials necessary to develop, implement, and maintain a fully functional Web Site as developed by Contractor.

E) **Error** means any failure of the Web Site (i) to meet the specifications in the Statement of Work or the Section of this Addendum addressing hosting requirements and/or (ii) to operate with the hardware or software owned or licensed by the selected Internet Service Provider.

F) **Final Version** means a non-copy protected and unencrypted digital master of the final version of the Web Site, recorded in executable form on the specified medium with any necessary supporting software and data, as to which all development work hereunder has been completed and which meets all requirements of the Statement of Work.

G) **Licensed Content** includes, *[fill in or state “none”]*

H) **Licensed Software and Tools** includes, *[fill in or state “none”]*

I) **NYSERDA Content** includes, but is not limited to text, HTML, image, audio, video, server and Browser based scripts and programs and other presentation materials provided by NYSERDA.

J) **Open Source Software and Tools** includes, *[fill in or state “none”]*

K) **Public Domain** means property rights that are held by the public at large.

L) **Server Environment** means the Web Site Content, Open Source Software and Tools, and Licensed Software and Tools that make up the presentation layer, business logic layer, and persistence layer.

M) **Web Site Content** includes the Contractor Content, NYSERDA Content, Licensed Content and all Data presented in the Web Site.

N) **Web Site** shall mean the Server Environment, and related systems and non-server hardware necessary to implement, operate and maintain the Final Version.

Section 2. Warranties and Representations. Contractor warrants and represents that:

(A) The Contractor has been informed that NYSERDA intends to use the equipment supplied and work performed under this Contract, or that Contractor will do so upon NYSERDA's behalf or in accordance with the Agreement, for *[specify particular purpose of NYSERDA]* and that NYSERDA is relying on the Contractor's skill and judgment to select or furnish equipment suitable for that purpose. The Contractor warrants that the equipment and work performed will be fit for the particular purpose of NYSERDA.

(B) The Web Site (1) will be of high quality and free of viruses and defects in material and workmanship in all material respects; and (2) will conform in all respects to the functional and other descriptions contained in the specifications for the Web Site as set forth herein and in the Statement of Work. For a period of one year after the date of acceptance of the Final Version by NYSERDA (the "Warranty Period"), Contractor agrees to fix at its own expense any Errors.

(C) Any information or materials developed for, or any advice provided to NYSERDA, shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by Contractor from sources other than NYSERDA unless Contractor has received specific authorization in writing to use such proprietary information or trade secrets.

(D) Notwithstanding the definition of Licensed Content, the use, public display, public performance, reproduction, distribution, or modification of the Web Site does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trade secrets, trademarks, service marks, publicity, privacy, and patents. The use of the Contractor Tools and any other software in the Web Site does not and will not violate the rights of any third parties, including but not limited to, copyrights, trade secrets, trademarks, service marks, publicity, privacy, and patents.

(E) The Contractor's performance of this Agreement will not conflict with any other contract to which Contractor is bound, and while developing the Web Site. The Contractor will not engage in any such consulting services or enter into any agreement in conflict with this Agreement, or that which demonstrably, negatively affects this Agreement.

(F) The Contractor Content and the Documentation was or will be created solely by Contractor's employees during the course of their employment, or independent contractors who assigned or will assign all right, title and interest worldwide in their work to Contractor.

(G) Contractor is the owner of all right, title and interest in the tangible forms of the Contractor Content and Documentation and all intellectual property rights protecting them. The Contractor Content and Documentation and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions.

(H) The Contractor Content and the Documentation are not in the Public Domain.

(I) The Final Version shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Section 3. Proprietary Rights.

(A) NYSERDA's Ownership Rights. Contractor acknowledges and agrees that except as stated in subsection (C) of this section, the Contractor Content, Data, and Documentation, are and shall be the property of NYSERDA. Title to any and all now known or hereafter known tangible and intangible intellectual property rights including but not limited to copyrights, trademarks, service marks, patents and trade secrets in the Contractor Content, Data, and Documentation is with, and shall remain with NYSERDA.

(B) Assignment of Rights. Except as provided in subsection (C) of this section, Contractor hereby irrevocably assigns, conveys and otherwise transfers to NYSERDA, and its respective successors and assigns, all rights, title and interests worldwide in and to the Contractor Content, Data, and Documentation and all copyrights, trade secrets, patents, trademarks, service marks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in and to the Contractor Content, Data, and Documentation that cannot be assigned to NYSERDA, Contractor hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against NYSERDA, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of NYSERDA and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event Contractor has any rights in and to the Contractor Content, Data, and Documentation that cannot be assigned to NYSERDA and cannot be waived, Contractor hereby grants to NYSERDA, and its respective successors and assigns, an exclusive, worldwide, royalty-free, perpetual license to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the Contractor Content, Data,

and the Documentation including, without limitation, the right to use in any way whatsoever the Contractor Content, Data, and Documentation. Contractor retains no rights to use the Contractor Content, Data, and Documentation except as stated in subsection (E) of this section and agrees not to challenge the validity of the copyright ownership by NYSERDA in the Contractor Content, Data, and Documentation. In the event that any development work under this Agreement is to be performed by a subcontractor, Contractor agrees to include the provisions contained in this subsection in any such subcontract.

(C) Ownership of Components. Except as specifically provided in the definition of Contractors Content, the Contractor grants to NYSERDA a royalty-free, worldwide, perpetual, irrevocable, assignable, nonexclusive license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, modify, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, or transfer without compensation the Retained Components on the Web Site or any Web site operated by or for NYSERDA and related marketing material.

(D) Power of Attorney. Contractor agrees to execute, when requested, patent, copyright, or similar applications and assignments to NYSERDA, and any other lawful documents deemed necessary by NYSERDA to carry out the purpose of this Agreement. Contractor further agrees that the obligations and undertaking stated in this subsection (D) will continue beyond the termination of this Agreement. In the event that NYSERDA is unable for any reason whatsoever to secure Contractor's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Contractor Content and Documentation (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Contractor hereby irrevocably designates and appoints NYSERDA and its duly authorized officers and agents as Contractor's agents and attorneys-in-fact to act for and in Contractor's behalf and instead of Contractor, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Contractor.

(E) License to Web Site Content and NYSERDA Content. NYSERDA grants to Contractor a nonexclusive, worldwide license to reproduce and modify NYSERDA Content and the Contractor Content for the sole purpose of developing and maintaining the Web Site.

[choose and insert one "(F)" below, as appropriate]

(F) Licenses to Third-Party Content. Contractor shall be responsible for obtaining and paying for any necessary licenses to use third-party content other than the third-party content listed on Schedule "A" as NYSERDA Content. NYSERDA shall be responsible for obtaining and paying for any necessary licenses to use third-party content listed on Schedule "A".*[Make sure Schedule "A" is attached to the addendum.]*

or

(F) Licenses to Third-Party Content. Contractor shall be responsible for obtaining and paying for any necessary licenses to use third-party content.

(G) Licenses to Contractor Tools and Other Software. Contractor shall be responsible for obtaining licenses for and paying license fees for any Contractor Tools used in this project that are not owned by Contractor and for obtaining licenses for and paying license fees for any other software used in this project *[, including but not limited to [specify those known at time of contracting]]* that is not owned by Contractor.

[Domain Name subsection to be included if Web Site will use a Domain Name registered to NYSERDA]

(H) NYSERDA's Domain Name. Any domain name registered in connection with the Work performed under this Agreement shall remain the sole property of NYSERDA. Contractor acknowledges that Contractor has no right to use NYSERDA's domain name other than in connection with the Web Site development and maintenance project covered in this Agreement. If Contractor registers NYSERDA's domain name, the Contractor shall specify NYSERDA's Manager of Computer Systems, or such other NYSERDA employee as NYSERDA shall direct Contractor in writing, as the administrative and technical contact when registering the domain name.

Section 4. Confidentiality.

(A) Confidential Information. Information from or regarding a third party and obtained by, through, from, or as a result of this Agreement or the Web Site, either directly or indirectly, and any Web Site Content or other information or materials, whether or not from or regarding a third party, which NYSERDA designates as confidential, including any passwords used in connection with the Web Site. Nothing in this section shall in any way be interpreted as superseding any right or obligation NYSERDA might have to disclose, or not disclose, any third-party information pursuant to the New York State Freedom of Information Law or other applicable law.

(B) Restrictions on Use. Contractor agrees that except as authorized in writing by NYSERDA: (i) Contractor will preserve and protect the confidentiality of all Confidential Information; (ii) Contractor will not disclose to any third party, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information; (iii) Contractor will not deliver Confidential Information to any third party, or permit the Confidential Information to be removed from Contractor's premises; (iv) Contractor will not use Confidential Information in any way other than to develop or maintain the Web Site or perform its obligations under the Statement of Work as provided in this Agreement; (v) Contractor will not disclose, use or copy any third party information or materials received in confidence by Contractor for purposes of work performed under this Agreement.

(C) Limitations. Information shall not be considered to be Confidential Information if Contractor can demonstrate that it (i) is already or otherwise becomes publicly known through no

act of Contractor; (ii) can be shown by Contractor to have been independently developed by it without use of the Confidential Information; or (iii) is authorized in writing by NYSERDA to be disclosed, copied or used.

Section 5. Accessibility. Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by NYSERDA and any report on the results of such testing must be satisfactory to NYSERDA.

Section 6. Privacy Policy Statement. Contractor shall develop from the draft provided in Appendix 1, an appropriate privacy statement for the Web Site, which privacy statement must address, at a minimum, the issues of: notice, choice, access, security and, as applicable, enforcement, with respect to the information obtained from or learned about visitors to the Web Site. ***[The privacy statement must be approved in advance by NYSERDA and must be posted on the Web Site as instructed by NYSERDA,]*** prior to the web site going live.

Section 7. Disclaimer Statement. Contractor shall post the Disclaimer Statement as provided in Appendix 2 on the Web Site prior to being available to the public as provided by NYSERDA.

Section 8. Hosting.

(A) Standards. Contractor’s hosting of the Web Site shall conform to the following:

(i) Availability. The Web Site shall be publicly available to users a minimum of 99.9% of the time, exclusive of a daily maintenance window between 2:00 a.m. and 5:00 a.m. EST. In cases of needed maintenance that affect Web Site availability, written notification must be provided to NYSERDA no later than 24 hours in advance.

(ii) Security. Contractor shall comply with New York State Enterprise Information Security Office (EISO), Cyber Security Policy P03-002, NYSERDA’s Information Security Policy, and other New York State policies/procedures including but not limited to prevent unauthorized access to restricted areas of the Web Site and any databases or other sensitive material generated from or used in conjunction with the Web Site; and Contractor shall notify NYSERDA’s Information Security Office as soon as possible of any known security breaches or holes. Questions concerning this policy may be directed to the EISO (518) 474-0865, attn: Director. Or visit EISO at <https://www.its.ny.gov/eiso>.

(iii) Inapplicability of Force Majeure. The foregoing standards shall apply regardless of the cause of the interruption in service, even if the interruption in service was beyond the control of the Contractor.

(B) Maintenance. Contractor shall provide all hosting related maintenance for the Web Site on an ongoing basis during the term of the Agreement, including backups, server maintenance, and troubleshooting.

(C) Site Backup. Contractor shall maintain daily backups of the Server Environment sufficient to reestablish a fully functional site within 5 business days. Such backups shall be made available to NYSERDA within 3-5 business days upon request.

(D) Activity Logs. Contractor shall configure its web servers to capture standard visitor log information needed to provide detailed traffic/site performance reports for the Web Site. Contractor shall provide such traffic/site performance reports and access to activity data to NYSERDA on a monthly basis. Preferred platform for activity logs is Google Analytics. NYSERDA will be provided with Administrator access to analytics, or, NYSERDA will provide Google Analytics tracking code to the Contractor to be included on every page of the website.

(E) Termination During Web Site Hosting. In the event of expiration or termination of this Agreement while Contractor is providing Web hosting services, Contractor shall download all materials on the Web Site to a medium of NYSERDA's choosing and deliver such materials to NYSERDA within 3-5 business days of expiration or termination of this Agreement. In addition, at no cost to NYSERDA, Contractor shall: (a) keep the Web Site publicly accessible for a period of 90 days following the date of termination of this Agreement; (b) if the transfer requires a change in the Domain Name, immediately upon the date that the Web Site is no longer publicly accessible, and for a period of 12 months thereafter, maintain the Web Site's URL and, at such URL, provide 1 page (including a hypertext link) that NYSERDA may use to direct its users to its new Web Site or some other URL of NYSERDA's choosing; and (c) if the transfer does not require a change in the Domain Name, cooperate with NYSERDA in assigning a new IP address to the Domain Name as NYSERDA may request and transferring all operations of the Web Site to a new provider.

Section 9. Termination. In the event this Agreement is terminated by NYSERDA pursuant to the provisions of Article XII, NYSERDA will have the right, in addition to all of its other rights, to require Contractor to deliver all of Contractor's completed work and work in progress, including all originals and copies thereof, as well as any other materials provided to Contractor by NYSERDA or third parties, or created by Contractor under this Agreement. Any payments made pursuant to Articles IV and XII of this Agreement shall be deemed payment in full for all of such work in progress, including full payment for all source code, object code, documentation, notes, graphics, and all other materials and work relating to the portion of the Web Site and the assignment or licenses of rights relating to the Web Site which has been completed as of the time of termination. Subject to Contractor's obligations under the provision of this Addendum addressing Termination During Web Site Hosting, Contractor shall remove all copies of the Web Site Content from servers within its control and use reasonable efforts to remove any reference to NYSERDA or

the Web Site Content from any site which caches, indexes or links to the Website. This Addendum shall survive termination of this Agreement.

Section 10. Portability Requirement. Contractor shall develop the Web Site in such manner that a fully functional site can be reestablished from Contractor's servers to the servers of NYSERDA or the servers of a specific third party designated by NYSERDA within 3-5 business days without losing functionality or operation.

Section 11. Creative Control. The parties acknowledge that NYSERDA possesses final creative control over all content including that which is developed by Contractor.

Section 12. Conflicts. To the extent that any provision of this Addendum conflicts with any provision of the balance of the Agreement, the provisions contained in this Addendum shall control.

Section 13. Subcontractor Contracts. Contractor shall cause each subcontractor which is to perform work to be performed pursuant to this Addendum and those provisions of the Statement of Work related to Web Site Content or a Web Site to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of services thereunder. Such subcontracts shall (in addition to any provisions required pursuant to Article V): (a) include a full assignment of all rights to NYSERDA, (b) include a waiver of any moral or similar rights, (c) be freely assignable, and (d) contain restrictions on use and disclosure at least as protective of NYSERDA's interests as those contained in this Addendum. The Contractor shall submit to NYSERDA's Contract Administrator for review and approval any subcontracts(s) for work to be performed pursuant to this Addendum and those provisions of the Statement of Work related to a Web Site. All provisions of Article V not specifically in conflict with this Section shall continue to apply.

APPENDIX NO.1

INTERNET PRIVACY POLICY

1. Introduction

Thank you for visiting the New York State Energy Research and Development Authority's ("NYSERDA") website. This website is designed to make it easier and more efficient for individuals and businesses to interact with NYSERDA. NYSERDA recognizes that it is critical for individuals and businesses to be confident that their privacy is protected when they visit NYSERDA's website.

Consistent with the provisions of the Internet Security and Privacy Act, the Freedom of Information Law, and the Personal Privacy Protection Law, this policy describes NYSERDA's privacy practices regarding information collected from *users* of this website. This policy describes **what** information is collected and **how** that information is used. Because this privacy policy only applies to this website, you should examine the privacy policy of any website, including other *state agency websites*, that you access using this website.

For purposes of this policy, "*personal information*" means any information concerning a natural person who, because of name, number, symbol, mark, or another identifier, can be used to identify that natural person. **NYSERDA does not collect any personal information about you unless you provide that information voluntarily by sending an e-mail, responding to a survey, or completing an on-line transaction.**

Information Collected Automatically When You Visit this Website When visiting this website NYSERDA may automatically collect and store the following information about your visit:

(i) *User* client hostname. The hostname or Internet Protocol address of the *user* requesting access to a *state agency website*.

(ii) HTTP header, "*user agent*." The *user agent* information includes the type of browser, its version, and the operating system on which that the browser is running.

(iii) HTTP header, "referrer." The referrer specifies the web page from which the *user* accessed the current web page.

(iv) System date. The date and time of the *user's* request.

(v) Full request. The exact request the *user* made.

(vi) Status. The status code the server returned to the *user*.

(vii) Content length. The content length, in bytes, of any document sent to the *user*.

(viii) Method. The request method used.

(ix) Universal Resource Identifier (URI). The location of a resource on the server.

(x) Query string of the URI. Anything after the question mark in a URI.

(xi) Protocol. The transport protocol and the version used.

None of the foregoing information is deemed to constitute *personal information*.

The information that is collected is automatically used to improve this website's content and to help NYSERDA understand how *users* are interacting with the website. This information is collected for statistical analysis, to determine what information is of most and least interest to our *users*, and to improve the use of the material available on the website. The information is not collected for commercial marketing purposes and NYSERDA is not authorized to sell or otherwise disclose the information collected from the website for commercial marketing purposes.

Cookies

Cookies are simple text files stored on your web browser to provide a means of distinguishing among *users* of this website. The use of cookies is a standard practice among Internet websites. To better serve you, we occasionally use "session cookies" to enhance or customize your visit to this website. Session cookies can be created automatically on the device you use to access this website but do not contain *personal information* and do not compromise your privacy or security. We may use the cookie feature to store a randomly generated identifying tag on the device you use to access this website. A session cookie is erased during operation of your browser or when your browser is closed.

If you wish, you may complete a registration to personalize this website and permit a "persistent cookie" to be stored on your computer's hard drive. This persistent cookie will allow the website to recognize you when you visit again and tailor the information presented to you based on your needs and interests. NYSERDA will use persistent cookies only with your permission.

The software and hardware you use to access the website allows you to refuse new cookies or delete existing cookies. Refusing or deleting these cookies may limit your ability to take advantage of some features of this website.

Information Collected When You E-mail this Website or Complete a Transaction

During your visit to this website you may send an e-mail to NYSERDA. Your e-mail address and the contents of your message will be collected. The information collected is not limited to text characters and may include audio, video, and graphic information formats included in the message. Your e-mail address and the information included in your message will be used to respond to you, to address issues you identify, to improve this website, or to forward your message to another State agency for appropriate action. Your e-mail address is not collected for commercial purposes and NYSERDA is not authorized to sell or otherwise disclose your e-mail address for commercial purposes.

During your visit to this website you may complete a transaction such as a survey, registration, or order form. The information, including *personal information*, volunteered by you in completing the transaction may be used by NYSERDA to operate NYSERDA's programs, which include the

provision of goods, services, and information. The information collected by NYSERDA may be disclosed by NYSERDA for those purposes that may be reasonably ascertained from the nature and terms of the transaction in which the information was submitted.

NYSERDA does not knowingly collect *personal information* from children or create profiles of children through this website. *Users* are cautioned, however, that the collection of *personal information* submitted in an e-mail will be treated as though it was submitted by an adult, and may, unless exempted from access by federal or State law, be subject to public access. NYSERDA strongly encourages parents and teachers to be involved in children's Internet activities and to provide guidance whenever children are asked to provide *personal information* on-line.

Information and Choice

As noted above, NYSERDA does not collect any *personal information* about you unless you provide that information voluntarily by sending an e-mail, responding to a survey, or completing an on-line form. You may choose **not** to send us an e-mail, respond to a survey, or complete an on-line form. While your choice not to participate in these activities may limit your ability to receive specific services or products through this website, it will not normally have an impact on your ability to take advantage of other features of the website, including browsing or downloading information.

Disclosure of Information Collected Through This Website

The collection of information through this website and the disclosure of that information are subject to the provisions of the Internet Security and Privacy Act. NYSERDA will only collect *personal information* through this website or disclose *personal information* collected through this website if the *user* has consented to the collection or disclosure of such *personal information*. The voluntary disclosure of *personal information* to NYSERDA by the *user*, whether solicited or unsolicited, constitutes consent to the collection and disclosure of the information by NYSERDA for the purposes for which the *user* disclosed the information to NYSERDA, as was reasonably ascertainable from the nature and terms of the disclosure.

However, NYSERDA may collect or disclose *personal information* without consent if the collection or disclosure is: (1) necessary to perform NYSERDA's statutory duties, or necessary for NYSERDA to operate a program authorized by law, or authorized by state or federal statute or regulation; (2) made pursuant to a court order or by law; (3) for the purpose of validating the identity of the *user*; or (4) of information to be used solely for statistical purposes that is in a form that cannot be used to identify any particular person.

Further, the disclosure of information, including *personal information*, collected through this website is subject to the provisions of the Freedom of Information Law and the Personal Privacy Protection Law.

NYSERDA may disclose *personal information* to federal or state law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to NYSERDA's information technology assets.

Retention of Information Collected Through this Website

The information collected through this website is retained by NYSERDA in accordance with the

records retention and disposition requirements of the New York State Arts & Cultural Affairs Law. Information on the requirements of the Arts & Cultural Affairs Law may be found at http://www.archives.nysed.gov/records/mr_retention.shtml. In general, the Internet services logs of NYSERDA, comprising electronic files or automated logs created to monitor access and use of Agency services provided through this website, are retained for the equivalent of three backup cycles and then destroyed. Information, including *personal information*, that you submit in an e-mail or when you complete a survey, registration form, or order form is retained in accordance with the records retention and disposition schedule established for the records of the program unit to which you submitted the information. Information concerning these records retention and disposition schedules may be obtained through the Internet privacy policy contact listed in this policy.

Access to and Correction of Personal Information Collected Through this Website

Any *user* may submit a request to NYSERDA's privacy compliance officer to determine whether *personal information* pertaining to that *user* has been collected through this website. Any such request shall be made in writing and must be accompanied by reasonable proof of identity of the *user*. Reasonable proof of identity may include verification of a signature, inclusion of an identifier generally known only to the *user*, or similar appropriate identification. Requests should be addressed to:

New York State Energy Research and Development Authority
Attn: Privacy Compliance Officer
17 Columbia Circle
Albany, New York 12203-6399

The privacy compliance officer shall, within five (5) business days of the receipt of a proper request, provide access to the *personal information*, should any exist; deny access in writing, explaining the reasons therefore; or acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than thirty (30) days from the date of the acknowledgment.

In the event that NYSERDA has collected *personal information* pertaining to a *user* through the NYSERDA website and that information is to be provided to the *user* pursuant to the *user's* request, the privacy compliance officer shall inform the *user* of his or her right to request that the *personal information* be amended or corrected under the procedures set forth in section 95 of the Public Officers Law.

Confidentiality and Integrity of Personal Information Collected Through this Website

NYSERDA is strongly committed to protecting *personal information* collected through this website against unauthorized access, use or disclosure. Accordingly, NYSERDA limits employee access to *personal information* collected through this website to only those employees who need access to the information in the performance of their official duties. Employees who have access to this information follow appropriate procedures in connection with any disclosures of *personal information*.

In addition, NYSERDA has implemented procedures to safeguard the integrity of its information technology assets, including, but not limited to, authentication, monitoring, auditing, and

encryption. These security procedures have been integrated into the design, implementation, and day-to-day operations of this website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

For website security purposes and to maintain the availability of the website for all *users*, NYSERDA may employ software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage this website.

Disclaimers

Information is provided on this website to allow the public immediate access to public information. Every reasonable attempt is made to provide only accurate, current and reliable information. However, NYSERDA, its officers, agents and employees expressly disclaim any express or implied warranty or representation as to the accuracy, completeness, currency, suitability or reliability of any information provided by this website.

In order to provide *users* with certain information, this website may provide links to other websites including local, State, and federal governmental agencies. A website link does not constitute an endorsement of the content, viewpoint, accuracy, opinions, policies, products, services or accessibility of that website. Once you link to another website from this website, including one maintained by the State, you become subject to the terms and conditions of that website including, but not limited to, its privacy policy.

Further, the information provided in this privacy policy should not be construed as giving business, legal, or other advice.

Contact Information

For questions regarding this Internet privacy policy, please contact:

New York State Energy Research and Development Authority
Attn: Privacy Compliance Officer
17 Columbia Circle
Albany, New York 12203-6399

Definitions

The following definitions apply to terms appearing in *italics*, in this policy:

Personal Information shall have the meaning set forth in subdivision 5 of section 202 of the State Technology Law.

State Agency Website shall have the meaning set forth in subdivision 7 of section 202 of the State Technology Law.

User shall have the meaning set forth in subdivision 8 of section 202 of the State Technology Law.

This Policy last updated June 10, 2002

APPENDIX NO. 2

DISCLAIMER

DISCLAIMER OF WARRANTY

Information contained on this web site is provided "as is," without warranty of any kind. In particular, the New York State Energy Research and Development Authority ("NYSERDA"), its employees, officers, and members, and the State of New York, make no warranties or representations, expressed or implied, as to the fitness for a particular purpose or merchantability of any product, apparatus, downloaded computer software product, service, or the usefulness, completeness, or accuracy of any processes, methods, downloaded computer software product, or other information contained, described, disclosed, or referred to herein. NYSERDA, its employees, officers and members, and the State of New York, make no representation that the use of any product, apparatus, process, method, downloaded computer software product, or other information will not infringe privately owned rights.

DISCLAIMER OF LIABILITY

In no event shall NYSERDA, its employees, officers or members, or the State of New York be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of this web site, the provision of or failure to provide services, or for any information, software, products, services, or graphics obtained through this web site, or otherwise arising out of the use of this web site, whether based on contract, tort, strict liability, or otherwise, even if NYSERDA, its employees, officers and members, and the State of New York have been advised of the possibility of damages.

DISCLAIMER OF ENDORSEMENT

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