



Oil Price Information Service

Flat Rate User Agreement

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| Parties | The parties to this agreement are Oil Price Information Service (OPIS) which provides the OPIS data services worldwide, and California Energy Commission (Customer). The User ID covered by this agreement is UPC617. |
| Term | The initial term of this agreement is January 1, 2009 through December 31, 2010. Upon expiration of the initial term, this agreement will automatically renew annually and is subject to a rate increase, which will be announced no less than 30 days prior to the effective date. |
| Flat Rate and Information Requested | <p>The Customer will be invoiced \$64,514.25 per year for the term of 1/1/2009 through 12/31/2009; and \$68,505.56 per year for the term of 1/1/2010 through 12/31/2010 for the following information:</p> <ul style="list-style-type: none"> • Daily Contract Rack prices for 13 gas & diesel locations and four diesel only locations • Daily Closing Rack prices for 13 gas & diesel locations and four diesel only locations • Daily Jet Fuel Contract prices for 12 locations • Daily Propane Contract prices for 11 locations • Complimentary secondary feed of closing rack prices for 13 gas & diesel locations and four diesel only locations • Daily feed of refined spots for the NY Harbor and Gulf Coast markets – all products • Daily feed of West Coast refined spots – all products • Complimentary secondary daily feed of West Coast refined spots – all products • Complimentary daily feed of West Coast LP Spot prices • Complimentary feed of daily feedstock prices – West Coast Light Cycle and VGO's • Complimentary daily feed of crude postings for five markets • Complimentary daily feed of NYMEX futures • California Truck Stop Spread Report and permission to display on your website • Intraday Alerts via email • Retail Margin Reports for the West and Southwest Regions • Daily Retail Site Data for the Western Region • Subscription to the OPIS Ethanol & Biodiesel Information Service • Distribution is strictly prohibited without prior consent. <p>OPIS reserves the right to adjust the flat rate if additional information or access (Users) is added to the data feed covered by this agreement.</p> |
| Users | A User is defined as an individual who has access to OPIS data. Individuals may be a contractor who has signed a non-disclosure agreement sufficient to protect the proprietary rights of OPIS as the data source or an employee of the Customer. The calculation of the total number of users in this agreement is based on individual's access including, but not limited to, availability via internal servers, printout, facsimile, or electronic mail. OPIS reserves the right to periodically use technology to monitor the flow of its copyrighted material to insure the integrity of its copyright, which is protected under federal law. |
| Mergers, Acquisitions, and Restructuring | <p>Subsequent entities and affiliates may be entered into this Agreement subject to the approval of OPIS. Such approval shall not be unreasonably withheld. In the event of a merger or acquisition, OPIS reserves the right to renegotiate data fees, data licensing fees and distribution.</p> <p>Rights of access to OPIS Data belong to the Customer and are not transferable. New business entities created by corporate restructure cannot be considered a part of this agreement and do not retain rights to access of current OPIS data or archives of OPIS data.</p> |
| Limits | Customer agrees not to photocopy OPIS data or copy any part of the database in machine-readable form. Further, Customer agrees not to transfer or sell any part of this database to third parties. Exceptions to these conditions may be |



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| | made by OPIS upon written request from Customer and are subject to surcharges. Violation of these limits will result in a charge per violation equal to the annual charge for the service or \$10,000, whichever is greater, plus reimbursement of OPIS' legal fees. |
| Payments | OPIS will invoice customer at the beginning of the service term and customer agrees to pay within 45 days of receipt of invoice. |
| Indemnification | OPIS agrees to indemnify and hold harmless in full Customer and its representatives against any and all damages, costs, and reasonable expenses of any nature whatsoever incurred by Customer in connection with any claim of copyright infringement by any entity against Customer with regard to OPIS data. |
| Warrants | OPIS makes no warranty expressed or implied that the data supplied by OPIS is suitable for any particular purpose, or that it is correct or up-to-date. OPIS shall not be responsible for failure or delays in performance of the service. In the event of such a delay or failure, OPIS' maximum liability shall be limited to correcting the deficiencies or to canceling, crediting or refunding all appropriate charges with respect to such failed performance. |
| Reservation of Rights | OPIS owns and reserves any and all copyright, proprietary and other rights in and to the OPIS information furnished hereunder and the contents thereof. Distribution is strictly limited to terms stated above. |
| Law | This agreement is governed by the laws of the state of Maryland, USA. |
| Expiration | This offer expires December 31, 2008 unless acceptance is authorized by signature below. |

| Accepted By California Energy Commission | | Accepted By OPIS | |
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| Melissa Jones Executive Director California Energy Commission | | Marcello Paolacci Senior Account Executive OPIS Energy Group | |
| Signature | Date | Signature | Date |