

## Share My Data Platform Terms and Conditions (for Registering 3<sup>rd</sup> Parties)

**NOTICE:** BY CLICKING THE OK BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PG&E SHARE MY DATA PLATFORM AND RELATED PG&E FACILITIES (“SHARE MY DATA PLATFORM TERMS”) AND THE CUSTOMER DATA ACCESS (CDA) [TARIFF](#). IF YOU DO NOT AGREE TO COMPLY WITH THE SHARE MY DATA PLATFORM TERMS AND THE CDA TARIFF, DO NOT PROCEED WITH THE SHARE MY DATA REGISTRATION PROCESS.

**1. Introduction.** By agreeing to these terms and conditions (“Share My Data Platform Terms”), you acknowledge that you are aware of and agree to comply with the terms of all applicable state and federal laws and rules relating to customer privacy, including if applicable the California Public Utilities Commission’s “Rules Regarding Privacy and Security Protections for Energy Usage Data” referenced in the PG&E Privacy Policy posted online at <http://www.pge.com/about/company/privacy/customer/>, which laws and rules are incorporated and made a part of these Terms and Conditions by reference. Upon PG&E’s acceptance of your completed Registration for Share My Data and your executed agreement to comply with the CDA Tariff (posted online at [http://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC\\_4378-E-A.pdf](http://www.pge.com/notes/rates/tariffs/tm2/pdf/ELEC_4378-E-A.pdf)) and the terms and conditions specified herein, the Share My Data Platform Terms and Conditions shall constitute the “Agreement” between you and PG&E. If you do not agree to the CDA Tariff and terms of this Agreement (including complying with all applicable state and federal laws and rules relating to customer privacy), withdraw your Registration. The terms of this Agreement shall remain in force and apply for the duration of your use of the Share My Data Platform.

**Note:** Access to Customer energy data by Community Choice Aggregators (CCAs) is governed by Electric Rule 23, Community Choice Aggregation Service and Electric Schedule E-CCAINFO. As such, CCA’s are not subject to the same Customer Authorization requirements as other Share My Data Platform Applicants and are correspondingly not subject to all of the Terms and Conditions specified herein. The following sections and subsections are NOT applicable to CCAs:

- Section 9. Terms and Termination. Paragraphs (g) and (h)
- CDA Tariff. Any and all portions of the CDA Tariff related to Customer Authorization of access to their energy usage and Customer Data

**2. Definitions.** The following terms shall have these defined meanings for purposes of this Agreement:

“Applicant” means the entity registering to use the Share My Data Platform.

“Authorization End Date” means, as selected by customer, the date when on-going (future) data access is discontinued.

“CPUC” means the California Public Utilities Commission.

“Customer” means an agricultural, industrial, residential and/or small or medium customer which receives electric and/or natural gas services from or on behalf of PG&E.

“Customer Data” means collectively, any and all data and information of or concerning any identified or identifiable Customer as set forth in Section 394(a) of the California Public Utilities Code and Sections 8380(a) of the California Public Utilities Code and implementing rules of the CPUC, whether derived directly or indirectly, including, without limitation:

**Name, address and telephone number; device IDs; e-mail addresses; billing information; electric and gas energy usage, electric service (including, without limitation, service account number, service agreement, service start date, electricity demand (in kilowatts), natural gas demand (in therms), monthly billed revenue, billing dates, billing history, credit history, rate schedule(s), meter read dates, interval usage or interval time-of-use indicators, or number or type of meters at a location; but not aggregated or anonymized information regarding the usage, load shape, or other general characteristics of a customer, group or rate classification, unless the release of that information would directly or indirectly permit the derivation of the above-referenced personally identifiable information.**

“Share My Data” means PG&E’s Share My Data Platform.

“My Data” means any Customer Data as defined above that a specific PG&E customer has requested to be disclosed to the customer for purposes of the customer sharing the data with an Applicant registered under this program.

“Representatives” means your organization’s directors, officers, employees, agents, consultants, contractors, subcontractors, or advisors who have a direct need to access Customer Data in the course of your business activities.

“Service” means the Applicant’s hosted service, mobile app or software application.

**3. Conditions of Participation** Upon your agreement to the Share My Data Platform Terms & Conditions and PG&E’s acceptance of your Registration, you will be requested to complete Connectivity Testing within 90 days to verify that you have the capability to access authorized customer data using the Share My Data Platform. Once Connectivity Testing is successfully completed, you will be eligible for Customers to authorize release of their data to you via the Share My Data Platform according to the limiting parameters they specify. In order to continue to use the Share My Data Platform you agree that you and your Representatives:

(a) will not make any representations, warranties, or guarantees to Customers on behalf of PG&E;

(b) will comply with all applicable federal and local laws and regulations (including, but not limited to laws and rules protecting customer privacy and regulating your professional status and licensing requirements, if any) and all other applicable governmental laws, statutes and regulations;

(c) prior to and as a condition of Applicant's registration and use of the Share My Data platform under the Agreement, Applicant will demonstrate to PG&E's satisfaction that Applicant has conspicuously posted its privacy and cyber-security policy and controls in a manner reasonably accessible to consumers;

(d) will upon request provide PG&E with copies of Applicant's terms of use/ terms of service and privacy and cyber-security policy and controls prior to Applicant's registration and use of the Share My Data Platform pursuant to the Share My Data Terms and Conditions and any subsequent revisions or updates to the foregoing.

(e) will complete connectivity testing within 90 days. PG&E reserves the right to reject any Registration application that does not complete connectivity testing within the allotted timeframe of 90 days.

(f) will exchange with PG&E and maintain unexpired, unrevoked RSA certificates with a public key length of at least 2048 bits issued by a PG&E supported Certificate Authority.

(g) will implement Transport Layer Security for all exchanges with PG&E.

(h) will incorporate industry standard controls into your Service that prevent a 'Denial of Service' type of attack;

(i) will provide complete and valid information and if requested by PG&E any subsequent clarifying information in a reasonable and timely manner

**4. Notification of Security Incidents.** Applicant will immediately notify PG&E upon discovery of any actual or suspected breach or compromise of the privacy, security, confidentiality or integrity of the PG&E Share My Data Platform and any other PG&E Systems (each an "Incident").

Such notice will include:

(a) a brief summary of the issue, facts and status of Applicant's investigation of the incident;

(b) the potential number of Customers affected by the Incident; and

(c) any other information pertinent to PG&E's understanding of the Incident.

**5. Access to PG&E Systems.** If Applicant obtains or is granted access to any of PG&E's systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by or on its behalf (collectively "Systems"), then such access, in all cases, is subject to Applicant's compliance with all then-current PG&E policies and requirements, including, but not limited to all physical and cyber security, privacy, safety, information technology, and business conduct policies and requirements. Access to any Systems is solely for the purpose of Applicant accessing Customer Data during Applicant's use of the Share My Data Platform, but not otherwise. In no event shall Applicant access or make use of the Systems for any other purpose.

## **6. Indemnification and Insurance.**

**6.1 Indemnification.** Applicant will defend, indemnify and hold PG&E, its affiliates and their respective officers, directors, employees, sublicenses, consultants, Customers and agents harmless from and against any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) arising out of or related to:

(a) any actual or alleged breach of any representation, warranty or other provision of the Share My Data Platform Terms and Conditions and Agreement by Applicant;

(b) any actual or alleged infringement of any intellectual property rights by the Service, or Customer's use of the Service;

(c) any unauthorized use, disclosure, dissemination or destruction of Customer Data or PG&E data or property; and

(d) Applicant's failure to comply with applicable local, state, or federal laws, regulations, ordinances, and directives relating to the Service or Customer's use of the Service (each a "Claim"). PG&E shall give prompt written notice of a Claim and PG&E will have the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will Applicant settle any Claim without PG&E's prior written consent, not to be unreasonably delayed.

**6.2 Insurance.** Throughout Applicant's use of the Share My Data Platform, Applicant has and will maintain insurance coverage, at its expense, sufficient to cover any liabilities or claims for damages that may result from your use of the Share My Data Platform and access to PG&E Systems. A copy of said insurance policies shall be provided to PG&E upon request. Applicant shall provide PG&E with not less than 30 days' written notice of any cancellation or material changes to its insurance coverage.

## **7. Warranties and Warranty Disclaimer.**

**7.1. Warranties.** Applicant represents and warrants that:

(a) Applicant has full right and power to enter into and perform this Agreement and its performance under this Agreement will not conflict with any other obligation Applicant may have to any other party;

(b) Applicant maintains appropriate privacy and security measures, controls and technologies to comply with the obligations in Sections 3, 4 and the Privacy Policy,

(c) Applicant has secured Entrust security certificates for both inbound and outbound API communications and shall maintain such Entrust security certificates throughout Applicant's use of the Share My Data Platform;

(d) the Service, including all elements thereof, does not infringe the intellectual property rights of any third party; and

(e) Applicant, its employees, subcontractors, and agents will comply with all applicable local, state, or federal laws, regulations, and directives.

**7.2 Warranty Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SHARE MY DATA PLATFORM IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SHARE MY DATA PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PG&E HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SHARE MY DATA API, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. PG&E FURTHER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE SHARE MY DATA API, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SHARE MY DATA API WILL MEET YOUR REQUIREMENTS, AND THAT THE OPERATION OF THE SHARE MY DATA API WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR REPRESENTATIVES, OR LICENSORS SHALL CREATE ANY SORT OF WARRANTY.

**8. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL PG&E BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PG&E APP OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF PG&E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. In no event shall PG&E’s total liability to Applicant for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

**9. Term and Termination.** PG&E may terminate this Agreement immediately to the extent consistent with the applicable CPUC rules, CDA Tariff, or PG&E’s cyber security or customer privacy policies, controls or requirements, including removal of access to the Share My Data Platform and any Customer Data to which this Agreement relates, upon the occurrence of any one of the following events (each a “Cause”):

(a) you fail to comply with any of the terms of this Agreement, including, without limitation, the terms governing the use of Customer Data;

(b) you infringe any intellectual property right of PG&E or a third party, or engage in any other activities prohibited by law;

(c) you fail to comply with the terms of the Share My Data Platform as specified in the CDA Tariff and this agreement;

(d) you fail to successfully complete the connectivity testing within 90 days;

(e) your access to the Share My Data Platform represents an imminent threat of damage to physical security, cyber-security or safe and reliable operation of PG&E's utility facilities or system; or

(f) you demonstrate prolonged periods of inactivity of 6 months or more for reasons which include but are not limited to failure to pull customer data which you have been authorized to receive, failure to receive any customer authorizations after completion of registration, or dissolution of your Company. PG&E reserves the right to investigate reasons for inactivity and take corrective action which may include termination of this agreement.

In the event any of the above occurs, PG&E if practicable may provide you with written or e-mail notice of termination of this Agreement.

(g) Your authorization to receive access to any individual Customer's Data will also be revoked immediately upon PG&E's receipt of a request by a Customer or Customers to revoke authorization from said Customers. In such cases, you will NOT be notified by PG&E of authorization revocations.

(h) PG&E's termination under this section shall not prejudice any rights PG&E may have under this Agreement or in law, equity or otherwise. Sections 2, 4, 6, 7, 8, and 10 through 12 shall survive termination of the Share My Data Platform Terms for any reason.

**10. Relationship of the Parties.** You acknowledge that nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between you and PG&E. You shall not advertise, promote, or suggest in any manner that the Services you provide to Customers in connection with the Share My Data Platform are provided by, sponsored by, or associated in any way with PG&E, or that you are employed by, affiliated with, or sponsored by PG&E, except to state that you have successfully completed all requirements for your use of the Share My Data Platform and access to PG&E Systems. During the term of this Agreement, you shall insert the following language in each contract pursuant to which you will provide the Service to Customers: "PG&E is not a party to this Agreement, and shall have no liability whatsoever with respect to any of the Services that are the subject of this contract. The Service I provide under this contract are not provided, licensed, warrantied or sponsored by PG&E."

**11. Governing Law, Forum and Remedies.** The laws of the State of California, excluding its conflicts of law rules, govern the Agreement and your use of the Share My Data Platform. Any litigation related to the Agreement or your use of the Share My Data Platform must be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the State of California in San Francisco County or the federal courts of the United States for the Northern District of California. PG&E reserves the right to seek any and all remedies available at law or in equity for your violation of the Share My Data Platform Terms.

**12. General.** You may not assign your rights or obligations under these Share My Data Platform Terms. Any unauthorized assignment will be void. PG&E will not be liable for performance or delays beyond its

reasonable control. A waiver of any breach or default under these Share My Data Platform Terms shall not constitute a waiver of any subsequent breach or default. If a court of competent jurisdiction holds that any provision of these Share My Data Platform Terms are invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Share My Data Platform Terms. These Share My Data Platform Terms, including any additional terms referenced in the CDA Tariff below, constitute the entire agreement between PG&E and you with regard to your use of the Share My Data Platform and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon PG&E unless made in writing and signed by an authorized representative of PG&E. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever, and is specifically rejected. PG&E reserves the right to change this Agreement at any time and without notice. Notices of changes to the Agreement will be given by PG&E posting the changes on the PG&E Site and will be deemed given when posted. You will have a commercially reasonable time to implement such changes by PG&E, not to exceed thirty (30) days.

Click on the OK Button below to acknowledge your agreement to comply with the Share My Data Platform Terms and Conditions specified herein and the [Customer Data Access \(CDA\) Tariff](#).