

Whole Building Aggregated Energy Use Data Terms and Conditions

Pursuant to the New York State Public Service Commission's April 20, 2018 *Order Adopting Whole Building Energy Data Aggregation Standard* in Cases 16-M-0411 and 14-M-0101, and in absence of local laws or ordinances, [Utility Name] (the "Utility") is required to apply a privacy standard before providing access to aggregated energy use/consumption data to building owners or their authorized agents: data requested for compliance with local laws is exempt. Furthermore, the below Terms and Conditions require building owners or their authorized agents to accept the Terms and Conditions prior to receiving whole building aggregated data from the Utility. This data will be made available by the Utility to building owners or their authorized agents for the purposes of reporting whole building data (where applicable), energy efficiency projects, energy management or other energy-related efforts, including Reforming the Energy Vision (REV) initiatives. By accepting the Terms and Conditions listed herein, you agree that you have read the terms and conditions and agree to abide by them.

Building owners or their authorized agents that request whole building energy data agree to:

- Only use the whole building energy use data for the purposes of building benchmarking, identifying energy efficiency projects, and energy management, including REV initiatives;
- Not disclose whole building energy use data except for the purposes of building benchmarking, identifying energy efficiency projects, and energy management, including REV initiatives;
- Take appropriate administrative, technical, and physical safeguards to protect the whole building data from any unauthorized use or disclosure to protect the data from unauthorized access, destruction, use, modification, or disclosure;
- Not use the whole building energy use data for a secondary commercial purpose not related to the authorized purpose without first obtaining consent from the customer(s) to be targeted for such commercial purpose;
- Destroy any whole building energy use data that is no longer necessary for the purpose for which it was transferred;
- Not permit access to the whole building data by anyone that has not agreed to abide by the terms pursuant to which the data was provided by the Utility; and
- Agree that any recipient of the whole building data does not obtain any right, title or interest in any of the data provided by the Utility.