Integrated Energy Data Resource (IEDR)
Proposed Platform Agreements

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State of New York
Public Service Commission

Case 20-M-0082: Proceeding on Motion of the Commission Regarding Strategic Use of Energy Related Data

Integrated Energy Data Resource Platform Agreements

The New York State Energy Research and Development Authority (NYSERDA) and E Source Companies LLC (E-Source) hereby submit, for the New York State Public Service Commission's ("Commission") consideration and adoption, agreements containing terms and conditions that will govern access to, and use of, data on the Integrated Energy Data Resource (IEDR) online platform ("IEDR Platform"). The agreements address data quality and integrity standards and other requirements that E-Source, as the current IEDR Administrator, and users of the IEDR Platform ("IEDR Users") must comply with.

The agreements, once approved and adopted by the Commission, will be entered into by and between E-Source, as the IEDR Administrator, and IEDR Users, including authorized Energy Service Entities (ESEs). NYSERDA shall only execute the agreements in the capacity of an IEDR User.

BACKGROUND

On February 11, 2021, the Commission issued the Order Implementing an Integrated Energy Data Resource (IEDR Order) directing the development of an IEDR to securely collect, integrate, and provide broad and appropriate access to large and diverse sets of valuable energy-related information on one statewide data platform.[1] The IEDR Order designated NYSERDA as the IEDR Program Sponsor and required NYSERDA to define, initiate, oversee, and facilitate the IEDR Program on behalf of New York State and obtain a qualified Program Manager. On September 28, 2021, NYSERDA entered into a contract with Deloitte Consulting LLP, the current IEDR Program Manager, to fulfill the program management responsibilities. Further, on October 13, 2022, NYSERDA competitively selected E-Source as the current IEDR Development Team to fulfill the responsibility for designing, building, and operating the IEDR Platform.

In April 2021, the Commission issued an Order Adopting a Data Access Framework and Establishing Further Process (the DAF Order,) whereby the Commission adopted a Data Access Framework (DAF) that "serves as a single source for statewide data access requirements and provides uniform and consistent guidance on what is needed for access to energy-related data, including the availability of such data."[2] Further, on October 13, 2023,

[1] Case 20-M-0082, Proceeding on Motion of the Commission Regarding Strategic Use of Energy Related Data, *Order Implementing an Integrated Energy Data Resource.* February 11, 2021.
[2] Case 20-M-0082, In the Matter of the Strategic Use of Energy Related Data, *Order Adopting a Data Access Framework and*

the Commission issued the Order Addressing Integrated Energy Data Resource Matters (the October 2023 Order), whereby the Commission clarified that the IEDR Platform is a "data custodian" and stated that "[t]he IEDR is such a centralized data warehouse that will function as a data custodian for the purposes of managing the energy-related data received from various sources, including from the Joint Utilities."

The October 2023 Order further required the Joint Utilities to transfer Customer Data Sets to the IEDR Administrator[3] (the IEDR Development Team) without customer consent, as such a transfer is an exchange of customer data between data custodians. In addition, in the October 2023 Order, the Commission noted that:

> "Customer Data Sets are not the only data that the IEDR platform is intended to manage. As the Commission stated in the IEDR Order, the IEDR is intended to collect, house, integrate, analyze, and manage "a wide variety of standardized energy-related information from the State's electric and gas utilities and other sources." This includes data elements identified by Staff in Appendix B of the IEDR White Paper and adopted as part of the IEDR Order, which includes Customer Data Sets, as well as various types of utility system data."[4]

The October 2023 Order, in relevant parts, stated that "[a]s a data custodian, the IEDR will be governed by the DAF, which establishes the means and methods for ESEs to access Customer Data Sets and other energy-related information from the IEDR platform, while ensuring that such information is properly protected from unauthorized disclosures." Accordingly, and as directed in the Commission's IEDR Order, all aspects of designing and operating the IEDR Platform must comply with the framework and requirements that the Commission established for the DAF.[5]

IEDR QUERY TOOL

In line with Commission orders and DPS guidance, the IEDR program team has begun development of an IEDR query tool. This tool is intended to allow IEDR Users to search for a data set, create a custom query or use a pre-generated query template capable of leveraging data across foundational data sets, and explore or download the data generated from their queries. Rate plan, community aggregated energy, and network/DER are core IEDR datasets that represent the first three IEDR query tool modules scheduled for deployment. A "module" represents a primary data set accompanied by filter, combine, review, and download capabilities. Cross-dataset joins will combine data from individual modules based on common attributes (e.g., by joining the rate plan and community aggregated energy data sets, a user could explore what rates are active within a geographical location and how much energy is being consumed per rate).

Establishing Further Process. April 15*,* 2021.

[3] For all intents and purposes, IEDR Administrator is synonymous with IEDR Development Team in IEDR related literature.

[4] The October 2023 Order, pages 11-12.

[5] "…all aspects of implementing and operating the proposed IEDR must comply with any future policies adopted under a new Data Access Framework." IEDR Order, page 15

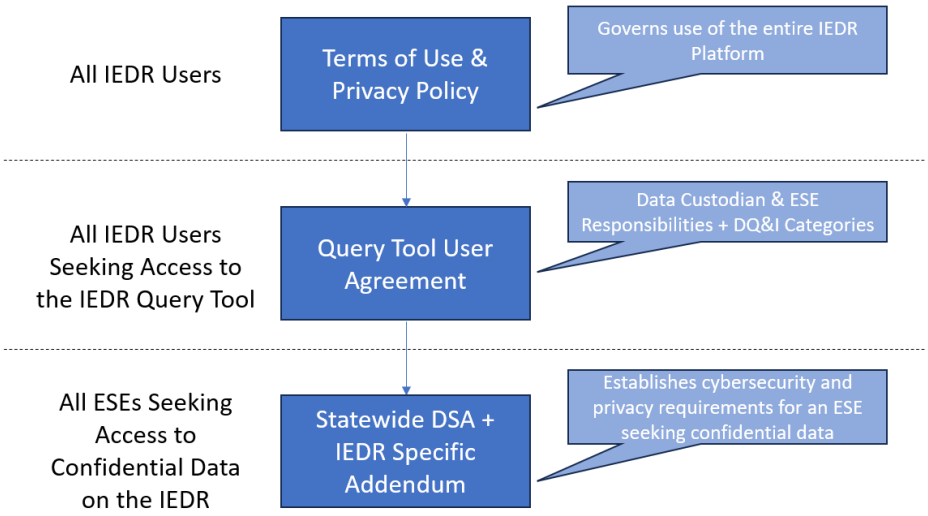
The proposed Query Tool User Agreement (Attachment 2), if adopted by the Commission, will govern the IEDR query tool access mechanism.

OVERVIEW OF THE PLATFORM AGREEMENTS

To meet the Commission's goal of the strategic use of energy data, the DAF Order, in relevant parts, underscored the importance of clearly identifying and mutually accepting the expectations and responsibilities placed upon the ESEs and a data custodian.

The IEDR Platform is designed to enable two categories of data access – (a) publicly accessible non-confidential, yet, at times, proprietary data access for IEDR Users and (b) confidential, proprietary and consented data access for registered ESEs. To address the responsibilities adequately and accurately between E-Source and the IEDR Users – whether for the publicly accessible non-confidential data or confidential and proprietary data, NYSERDA and E-Source propose the following agreements (as presented in Figure 1 and discussed in detail below) for the Commission's consideration and adoption. If adopted, and when entered into, together, the terms of these agreements delineate the responsibilities between E-Source, as the IEDR Administrator, and the IEDR Users, including registered ESEs and utility customers.

Figure 1. IEDR Platform Agreements: Structure and Intent



- **IEDR Terms of Use (Attachment 1)**: This agreement, as proposed, will be entered into by and between E-Source and all IEDR Users. The agreement, inter alia, establishes the general terms of use for the IEDR Platform, the treatment of data, permitted use of the data, and confidentiality requirements. It also links to the IEDR Website Privacy Policy. IEDR Users are not required to create an online account on the IEDR Platform except where they seek to access confidential data, explore use cases that require access to confidential data, or leverage platform features that require an online account (e.g., the ability

to save custom query templates for later use). Any updates to the IEDR Terms of Use will be posted on the IEDR Platform dashboard, and to the extent an IEDR User has a registered account on the IEDR Platform, such IEDR User will be notified of the updates.

- **IEDR Query Tool User Agreement (Attachment 2):** The DAF Order requires data custodians to develop and file User Agreements for Commission adoption, where a User Agreement is defined as "[a]n agreement between a utility or data custodian and an ESE that establishes the responsibility between parties, including, among other things, the applicable data quality and integrity standards applicable to that use case or application."[6]

  The IEDR Query Tool Agreement, as proposed, will be a User Agreement that will be entered into by E-Source and IEDR Users seeking to utilize the IEDR Query Tool (discussed above). In other words, this agreement, if adopted by the Commission, will only apply to IEDR Users seeking access to data made available through the IEDR Query Tool. Thus, where an IEDR User does not seek to leverage the IEDR Query Tool, such IEDR User would not be required to sign this agreement.

  The agreement establishes the responsibilities of both the ESE as an IEDR User and the IEDR as a data custodian, including terms of use for the Query Tool and details of the data quality and integrity (DQ&I) standards defined in the DAF specific to the Query Tool as an access mechanism. The DAF states, "[t]he Commission envisions the User Agreement to be facilitated in an electronic manner as a pop-up box displayed on a data custodian's online data access application or portal. The terms of the User Agreement will be displayed in the box and by clicking the box, an ESE will indicate they have read, understood, and agree to the terms and conditions of the agreement."[7] As such, an ESE would be required to select "agree" to the Query Tool User Agreement pop-up before being granted access to the tool.

  Importantly, the Query Tool User Agreement submitted herein acknowledges that, in many instances, the IEDR will not be the originator of data; rather, the IEDR will be a data platform facilitating streamlined and standardized access to utility data or data made available via third-party public data sources. The Query Tool User Agreement also acknowledges that the Commission's Order Approving Transition of Utility Reported Community-Scale Energy Usage Data, issued and effective December 20, 2024, states that "the IEDR is not responsible for the quality and integrity of the data it receives from the IOUs." However, to the extent the data received by the IEDR from the utilities and other sources is stored, compiled, presented, or otherwise used to create analytical outputs within the IEDR Platform, the Query Tool User Agreement includes a "use case specific" approach to comply with data quality and integrity categories as set forth in the DAF Order.

- **Statewide Data Security Agreement:** The DAF Order specifically requires the User Agreement to "not include the cybersecurity and privacy requirements necessary for [Green Button Connect or] GBC as those will be handled through the ESE Data Ready Certification process and reflected in a Data

[6] DAF Order, at 48.

[7] DAF Order at p.48.

Access Agreement."[8] The October 2023 Order stated that "ESE seeking access to data via the IEDR platform must comply with the policies and requirements established as part of the DAF for release of such data, including the signing of a Data Security Agreement or Data Access Agreement between the data custodian and the ESE, which details the responsibilities of both parties in protection of said data."

- As such, NYSERDA and E-Source propose that the Data Security Agreement / Self-Attestation of Cybersecurity Protections (SA) ("Statewide Data Security Agreement") ordered by the Commission in its Order Establishing Minimum Cybersecurity and Privacy Protections and Making Other Findings, issued October 17, 2019 (the "2019 Order") and which meets the minimum cybersecurity and privacy protections as set forth in the 2019 Order, be signed between E-Source, as the IEDR Administrator, and an ESE seeking access to confidential data through the IEDR Platform.

- **IEDR-Specific Addendum to the Statewide Data Security Agreement (Attachment 3)**: In addition, NYSERDA and E-Source propose an IEDR-specific addendum to supplement the Statewide Data Security Agreement, annexed hereto as Attachment 3, for Commission consideration and approval. The addendum would have an ESE indemnify utilities that supply data to the IEDR from any loss, cost, damage, or expense related to an ESE's breach of or non-compliance with the Statewide Data Security Agreement, including allowing unauthorized access to or misuse of Confidential Customer Utility Information (as defined in the Statewide Data Security Agreement). Specifically, since utilities will not be a party to the Statewide Data Security Agreement between an ESE and E-Source (in its capacity as the IEDR Administrator), this addendum is required to protect and indemnify utilities if a utility suffers any loss or damage (including from a customer lawsuit) as a result of an ESE becoming a bad actor or for otherwise failing to adequately protect Confidential Customer Utility Information obtained through the IEDR Platform.

PROPOSED PROCESS FOR UPDATING APPROVED AGREEMENTS

To ensure timely updates can efficiently be made to the proposed Platform agreements, especially as data access on the IEDR expands, NYSERDA and E-Source further propose the following process for Commission consideration:

I. If an update to a Commission-approved IEDR Platform Agreement is required, NYSERDA and the acting IEDR Administrator would file a version-controlled update to the agreement in this proceeding.
II. DPS would review the proposed updates and take any of the following decisions: (a) approve the update; (b) deny the update; (c) direct that the update be modified, or (e) request NYSERDA and the IEDR Administrator petition the Commission via a filing on the docket, as appropriate.
III. If approved by DPS, the IEDR Administrator would update the agreement (as approved by DPS) on the IEDR Platform and notify IEDR Users appropriately, as previously described in this petition.

NYSERDA and E-Source further propose that this process could be used for the approval of net-new User Agreements, templated on the proposed IEDR Query Tool User Agreement, that may be required if additional data access mechanisms are deployed on the IEDR Platform in the future. This could increase the speed at which new valuable functionality could be deployed to the public while still ensuring proper oversight of User Agreement development.

[8] DAF Order, page 51

In addition, NYSERDA would like to note that the IEDR Administrator role was competitively awarded through a public solicitation. Future competitive solicitations for IEDR services may determine that a change in vendors is in the best interest of NYS ratepayers and stakeholders. NYSERDA therefore requests that if the IEDR Administrator were to change in the future, the Commission grants NYSERDA and the new IEDR Administrator permission to replace the name of the IEDR Administrator in the approved IEDR user agreements and continue to use the approved agreement without an additional petition and determination from the Commission, as this would streamline continuity of program operations and minimize disruptions to IEDR users.

Conclusion:

For the reasons discussed above, NYSERDA and E-Source sincerely request:

I. The Commission's consideration and adoption of the IEDR Terms of Use, the IEDR Query Tool User Agreement, and the Statewide Data Security Agreement as supplemented by the IEDR DSA Addendum, that will allow E-Source (as the IEDR Administrator) to enter into the relevant agreement with IEDR Users (including ESEs).
II. The Commission provides guidance for updating agreements once approved by the Commission.

Dated: September 30, 2026

Attachment 1- Terms of Use for IEDR Platform

These Terms of Use for the Integrated Energy Data Resource (IEDR) Platform ("TOU") govern your access to, and use of, the IEDR Platform (defined below) offered by E Source Companies LLC ("E Source") and its Licensors (defined below) in their capacity as the administrator of the IEDR Platform ("IEDR Administrator") pursuant to the New York State Public Service Commission's ("Commission") Order Implementing an Integrated Energy Data Resource, issued February 11, 2021. By using the IEDR Platform, you acknowledge and agree you have read, understand, and agree to be legally bound to these TOU. If you use the IEDR Platform on behalf of an organization, you agree to these TOU on behalf of that organization and you represent to E Source you have the authority to do so. In such case, "you" and "your" will refer to that organization. E Source and you are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Accordingly, the Parties agree as follows:

1. Definitions

The following terms have these defined meanings for purposes of these TOU.

"Confidential Information" means information, including Confidential Customer Utility Information as defined under the Statewide DSA, that is accessible on the IEDR Platform in a non-anonymized or non-aggregated form, or that is otherwise classified as confidential.

"Statewide DSA" means the Data Security Agreement / Self-Attestation of Cybersecurity Protections (SA) ordered by the Commission in its Order Establishing Minimum Cybersecurity and Privacy Protections and Making Other Findings, issued October 17, 2019.

2. The Platform.

a. E Source operates, in conjunction with its licensors and subcontractors (its "Licensors"), the IEDR online platform (the " IEDR Platform") that allows access to a wide variety of energy-related information, including energy customer data and energy system data, which is sourced from New York State electric and gas utilities and other sources ("Data"). Subject to these TOU, E Source hereby grants you a non-exclusive, revocable, and nontransferable (except in accordance with Section 14) license to access and use the IEDR Platform during the Term.

b. You may, in addition to these TOU, be required to agree to use-case-specific agreements, the Statewide DSA or create an IEDR account to access certain Confidential Information or use certain features and functionality of the IEDR Platform. Such account, to the extent used in connection with your use of or access to the IEDR Platform or Data, constitutes part of the "IEDR Platform" and such use is subject to these TOU.

c. Use of the IEDR Platform is subject to your compliance with these TOU and all policies that further govern your access to or use of the IEDR Platform ("Policies"), including those available at Privacy Policy and Disclaimer. E Source may publish or amend the Policies at any time

for any reason. E Source will post all updates to these TOU and the Policies on the IEDR Platform. If you have a registered account on the IEDR Platform, you will receive an email notification if these TOU and/or the Policies are updated. Your continued use of the IEDR Platform after publication of updates on the IEDR Platform, or our notification of the modifications, will constitute your: (i) acknowledgment of the modified TOU and Policies; and (ii) agreement to abide and be bound by the new TOU and Policies.

d. E Source may change any aspect of the IEDR Platform without notice to you but will make commercially reasonable efforts to provide release notes documenting updates to the IEDR Platform.

3. Use of the IEDR Platform.

a. If you have a registered account on the IEDR Platform, you shall maintain the security of your log-in credentials to the IEDR Platform. You are responsible for any expense, loss, or liability caused by the loss or breach of those credentials.

b. You shall not use the IEDR Platform or any of its code or APIs to: (i) violate the security of, or gain unauthorized access to, the IEDR Platform or any computer, device or system; (ii) discover passwords or encryption codes; (iii) use any robot, spider, or retrieval application, or other device, to retrieve or index any portion of the IEDR Platform; (iv) attempt to duplicate any part of the IEDR Platform or its code, or attempt to reverse engineer, decompile or otherwise gain access to any software component or code, or attempt to create a substitute or competing platform; (v) disrupt the functionality of the IEDR Platform or disrupt another user's use of or access to the IEDR Platform; (vi) access or use the IEDR Platform or the Data in a way that circumvents a contractual usage limit; (vii) circumvent any technological measures implemented to prevent framing or mirroring of any part of the IEDR Platform; (viii) store or transmit (A) malicious code, viruses, or spam, (B) unsolicited marketing communications, (C) infringing, libelous, or otherwise unlawful or tortious material, or (D) any material in violation of third-party proprietary, privacy, or similar rights; or (ix) promulgate any unfair or deceptive practices or in contravention of any law or administrative rules or regulations (including but not limited to the federal CAN-SPAM regulations and the TCPA).

c. You agree to be responsible for your authorized users' compliance with these TOU, use commercially reasonable efforts to prevent unauthorized access to or use of IEDR Platform, and notify E Source promptly of any such unauthorized access or use.

d. You represent and warrant that you will comply with all applicable laws, regulations, and duties applicable to your use of the IEDR Platform and your collection, use, and treatment of Data. You understand that none of E Source or its Licensors has any obligation to, and will not, advise you as to such laws, regulations, and duties.

e. When you send e-mail to us, you are communicating electronically and you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via the IEDR Platform or otherwise, satisfy any legal or contractual requirement that such communications be in writing.

4. Data, Platform Usage Information, and Anonymized Platform Usage Information.

a. The Data made available through the IEDR Platform is obtained from various sources and is provided for informational purposes only. None of E Source, its Licensors, and responsible parties make any representations or assurances as to the accuracy, completeness, reliability, or suitability of the Data. The Data may be subject to errors, omissions, changes, or updates without notice. E Source, its Licensors, and responsible parties are not liable for any damages or losses arising from your use of or reliance on the Data.

b. Subject to these TOU, E Source hereby grants you a non-exclusive, revocable, nonsublicenseable, nontransferable license to access and use the Data that is made available to you through the IEDR Platform during the Term.

c. You grant E Source (including any Licensors, hosting providers, or other contractors acting on its behalf) a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to access, use, copy, distribute, perform, and display data and information submitted by you through the IEDR Platform, including account information, and information collected from your use of the IEDR Platform, such as request logs and session cookies ("Platform Usage Information"): (i) as reasonably necessary to provide the IEDR Platform; (ii) to prevent or address service or technical problems or in connection with customer support matters; (iii) to improve or modify the IEDR Platform; and (iv) as compelled by law or as otherwise permitted in writing by you.

E Source and its Licensors may aggregate, anonymize, or otherwise de-identify any information or data collected from you or your authorized users, including Platform Usage Information, and use and disclose such information or data without restriction, provided such aggregated, anonymous, or otherwise de-identified information or data does not individually identify you ("Anonymized Platform Usage Information") prior to disclosure to a third party, except that E Source or such Licensor may disclose individually identifiable information or data to its Licensors or contractors who are subject to confidentiality obligations.

5. Confidentiality.

a. As a condition of the licenses granted in Sections 2 and 4, you agree to treat all Data and other information disclosed through the IEDR Platform as confidential, unless and until such information has been made generally available to the public through no fault of yours.

b. If You access Confidential Information through the IEDR Platform, you shall not reproduce or distribute such Confidential Information, in whole or part, other than as required by law or a court order, in any judicial, administrative or governmental proceeding, subject to your prior notification to E Source, to the extent such notice is legally permitted.

c. On termination of these TOU, you shall promptly destroy all copies, whether in written, electronic, or other form, of Confidential Information provided by the IEDR Platform.

6. Intellectual Property.

a. No rights to the IEDR Platform are granted to you hereunder other than as expressly set forth herein.

b. E Source and/or its Licensors own all right, title, and interest in all intellectual

property rights in its and their domestic and foreign trademarks, service marks, trade names, logos, and domain names ("Marks"). By accessing and using the IEDR Platform, you agree that you have no right, title, or interest in any Anonymized Platform Usage Data Information collected or stored in connection with the IEDR Platform. If you are deemed to have any ownership interest or rights in Anonymized Platform Usage Data Information, then you hereby assign all of those interests and rights to E Source in its capacity as the IEDR Administrator.

c. E Source and/or its Licensors may use any feedback and idea received from you, whether solicited or unsolicited and regardless of the form in which it was provided, to create, develop, or modify the IEDR Platform or any other concept, brand, software code, product, or feature ("Improvements"), and you agree that you have no right, title, or interest in such Improvements. If you are deemed to have any ownership interest or rights in an Improvement, then you hereby assign all of those interests and rights to E Source in its capacity as the IEDR Administrator.

7. Data Quality and Integrity

The data used to populate and support analysis on the IEDR Platform is sourced from public and non-public third-party sources.

Pursuant to the Commission's Order Approving Transition of Utility Reported Community-Scale Energy Usage Data, issued and effective December 20, 2024, "the IEDR is not responsible for the quality and integrity of the data it receives from the IOUs." Therefore, you acknowledge and agree that E Source has no obligation to verify the accuracy, completeness, or reliability of the data that is transmitted to the IEDR Platform, E Source is not responsible for the specific content of data as provided by third party sources, and E Source makes no representations or warranties that data from third-party sources is accurate, reliable, or complete.

E Source will indicate which modules in the IEDR present data that was directly ingested into the IEDR Platform and which contain new data that was generated by E Source (e.g., an aggregation or derived metric).

In accordance with the Commission's Data Access Framework, each data access mechanism available on the IEDR Platform will have its own Commission approved user agreement. For those access mechanisms, please refer to the appropriate user agreement for more information on the data quality and integrity standards for that specific data access mechanism. If a portion of the IEDR Platform does not have a specific, overriding user agreement, the below data quality and integrity standards will apply:

a. Adherence to a standardized data format specific to the data access mechanism

The IEDR Platform uses standardized specifications to promote consistency in data provided across New York State utilities to the extent feasible.

Publicly available versions of the IEDR data dictionaries can be found on the IEDR website, including for the following data sets:

- Rate and Tariffs
- Community Scale Energy Data
- Network Data

b. Maximum percentage of data that includes redundant or extraneous entries

If a redundant or extraneous entry is identified, E Source will make a commercially reasonable effort to work with the third-party provider of that data to 1) confirm that the data is in fact redundant or extraneous, 2) confirm the point at which the redundant or extraneous entry was introduced (e.g., when the third-party generated and made the data available, when E Source ingested the data, or when E Source used the data to generate an aggregation or derivative), and 3) determine a resolution pathway, such as removing the redundant or extraneous entry.

After an investigation is performed by E Source, in instances where the IEDR is the source of the redundant or extraneous entry, E Source will document the frequency in comparison to data errors provided by third parties.

E Source will make a commercially reasonable effort to avoid introducing additional redundant or extraneous entries during data ingestion or when generating new data that supports user generated queries (e.g., an aggregation of or derived metrics using data collected from third-parties). E Source will strive to ensure that no more than 10% of redundant or extraneous entries are the result of E Source's handling of the third-party data.

c. Maximum percentage of data errors

If a data error is identified, E Source will make a commercially reasonable effort to work with the third-party provider of that data to 1) confirm that the data is in fact the result of an error, 2) confirm the point at which the error was introduced (e.g., when the third-party generated and made the data available, when E Source ingested the data, or when E Source used the data to generate an aggregation or derivative) and 3) determine a resolution pathway, if feasible.

After an investigation is performed by E Source, in instances where the IEDR is the source of the data error, E Source will document the frequency in comparison to data errors provided by third parties.

E Source will make a commercially reasonable effort to avoid introducing additional data errors during data ingestion or when generating new data that supports user generated queries. E Source will strive to ensure no more than 10% of data errors are the result of E Source's handling of the third-party data.

d. Maximum amount of time it will take to transfer data

While the speed at which the data is transferred from the IEDR Platform to an end-user is dependent upon the size of the data and the speed with which the end-user can access and download it, E Source anticipates most data transfers will be available within 24 hours.

e. Maximum amount of time to acknowledge a reported data error

If E Source is made aware of an error with data, then such incident shall be logged into E Source's system with a case assignment to a technician and notification shall be sent (via phone call, email or pager) within one business day of a case being opened.

When a support ticket is submitted to iedr-support@esource.com, a response acknowledging receipt of the communication will be issued within 3 hours. An E Source technician will strive to respond to the reported data error within 3 business days.

f. Maximum amount of time to resolve a data error

E Source's goal is to resolve reported errors in data within 10 business days of receipt of adequate cooperation from the third-party provider of the data, such as the applicable electric, gas, or steam utility operating in the state of New York.

If E Source is unable to meet this target, E Source will notify the user within the target timeframe and provide a new estimated time to resolution.

g. Notification of data access mechanism outage or downtime;

Scheduled Maintenance – E Source will use commercially reasonable efforts to provide at least 24 hours advanced notice by publication for non-downtime service actions. E Source's normal maintenance window will be between 10:00 PM and 5:00 AM Eastern Time. Scheduled maintenance includes non-downtime service actions.

Scheduled Downtime – E Source will use commercially reasonable efforts to provide at least 72 hours advanced notice for maintenance that will be service interrupting. Notice will be provided by publication. Scheduled downtime is intended to be limited to the time between 10:00 PM Saturday and 5:00 AM Sunday Eastern Time. Scheduled downtime includes maintenance actions that require service interruptions.

E Source shall maintain a dashboard to inform you of current and historical outages. E Source will update this dashboard after discovery of a service disruption, usually within 30 minutes thereafter.

h. Conformance to application standard, including third-party certification, if one exists, such as for GBC

There are no applicable application standards or third-party certifications related to the current IEDR feature set. If this changes in the future, these TOU will be updated.

i. Technical support information, such as contact and maximum amount of time to respond to and resolve issues that arise.

If you believe that you are experiencing a service disruption or other issue, you should email iedr-support@esource.com.

E Source will target responding to all inquiries within 3 business days and will target resolving all issues that arise within 10 business days.

If E Source is unable to meet these targets, E Source will notify the user within the target timeframe and provide a new estimated time to resolution and/or request additional information if required for resolution.

8. Term and Termination.

The term of these TOU commences on the day you begin using the IEDR Platform and continues

until these TOU are terminated ("Term"). Either Party may terminate these TOU for any reason by giving the other Party written notice and, upon such termination, your right to use the IEDR Platform will immediately terminate. E Source may, with or without notice, and for any legitimate purpose in its reasonable discretion (e.g., system maintenance, security issues, violation of these TOU), suspend, terminate, or otherwise deny your or any other person's access to or use of all or any part of the IEDR Platform, without incurring any resulting obligation or liability. E Source will reinstate access when the issue has been resolved or addressed to E Source's or the IEDR Steering Committee's reasonable satisfaction. Sections 3.d., 4.c., 5-6 and 8-14 shall survive the expiration or termination of these TOU and any termination of your use of the IEDR Platform.

9. Due Authority. Each Party represents that it has validly entered into these TOU and has the legal power to perform all of its obligations hereunder.

10. Disclaimer of Warranties. Except as set forth in Section 9, E Source and its Licensors hereby disclaim all warranties, representations, or guarantees of any kind related to the IEDR Platform or Data. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE IEDR PLATFORM AND DATA IS AT YOUR SOLE RISK AND THE IEDR PLATFORM AND THE DATA ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM E SOURCE AND/OR ITS LICENSORS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, COMPATIBILITY WITH THE IEDR PLATFORM, OR NON- INFRINGEMENT OF THIRD-PARTY RIGHTS.

11. Limitation of Liability. NEITHER E SOURCE NOR ANY OF E SOURCE'S OTHER LICENSORS WILL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THESE TOU OR THE IEDR PLATFORM, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THESE TOU OR THE IEDR PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, E SOURCE'S AND ITS LICENSORS' COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TOU AND/OR YOUR USE OF THE IEDR PLATFORM OR ANY DATA WILL NOT EXCEED AT ANY TIME $100. THE DISCLAIMERS AND EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN SECTION 10 AND THIS SECTION 11 ARE A MATERIAL PART OF E SOURCE'S AGREEMENT TO PROVIDE THE IEDR PLATFORM TO YOU AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Indemnification. You will defend, indemnify, and hold harmless E Source, and its and their officers, directors, employees, agents, and contractors, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to (i) your actual or alleged breach or violation of these TOU, and (ii) any breach of Data or security breach of the IEDR Platform associated with your log-in credentials or any other acts or omissions by you. You may not consent to the entry of any judgment or enter into any settlement of a Claim without the prior written consent of E Source, as applicable,

which may not be unreasonably withheld.

13. Governing Law and Venue. These TOU and any dispute, proceeding, or claim of any nature arising out of or in any way relating to these TOU shall be governed by the laws of the State of New York, without regard to its choice of law rules, and the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and/or federal courts sitting in New York, New York, in all matters arising out of or in any way relating to these TOU.

14. Miscellaneous. These TOU shall not be transferred or assigned by you without the written consent of E Source. E Source may transfer its rights and obligations under these TOU in conjunction (i) with a sale of all or substantially all of its assets or equity, (ii) with a merger or similar transaction, or (iii) to another entity that takes over the IEDR Platform; provided the acquiring or resulting entity agrees to be bound by these TOU. Any purported assignment in violation of this Section is void. No waiver of any term or condition in these TOU shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of a party to assert a right under these TOU shall not constitute a waiver of such right or provision. If any provision of these TOU is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Failure to enforce these TOU shall not constitute a waiver of any term hereof. All notices must be in writing and sent to the other Party through the contact information provided in the IEDR Platform. Notices are deemed effective upon receipt. Nothing herein shall be construed as creating a partnership, joint venture, or agency or any other relationship. Except for any data sharing and services agreement, Statewide DSA or IEDR use-case-specific agreement that may have been separately entered into by the Parties, these TOU are the entire understanding between the Parties regarding its subject matter and supersede all prior understandings and agreements, whether oral or written, regarding that subject matter. Other than the indemnitees set forth in Section 12, there are no third-party beneficiaries to these TOU.

15. Support. User support is available by contacting iedr-support@esource.com. Certain services may offer separate or additional user support. Support may not be available for preview or beta versions of certain features.

Attachment 2- The Integrated Energy Data Resource Query Tool User Agreement

The Integrated Energy Data Resource (IEDR) Query Tool User Agreement

NOTICE: YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO COMPLY WITH THE FOLLOWING TERMS AND CONDITIONS THAT MAKE UP THIS QUERY TOOL USER AGREEMENT ("AGREEMENT") AND GOVERN YOUR USE OF THE IEDR QUERY TOOL. IF YOU DO NOT AGREE TO COMPLY WITH THESE IEDR QUERY TOOL TERMS AND CONDITIONS, DO NOT SELECT AGREE AND DISCONTINUE YOUR USE OF THE IEDR QUERY TOOL.

If you use the IEDR online platform (the "IEDR Platform") on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant to E Source Companies LLC ("E Source") that you have the authority to do so. In such case, "you" and "your" will refer to that organization. E Source and you are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." The Terms of Use and Privacy Policy apply to this Agreement and your use of the IEDR Query Tool.

1. Introduction

E Source operates the IEDR Platform that allows access to a wide variety of energy-related information, including energy customer data and energy system data, which is sourced from New York State electric and gas utilities and other sources.

As required by the Commission's Order Adopting a Data Access Framework and Establishing Further Process, issued and effective April 15, 2021 (the "DAF Order"), this Agreement contains the expectations and responsibilities placed upon both you (i.e., the ESE) and E Source (as the current administrator of the IEDR Platform) for the IEDR Query Tool data access mechanism.

If you wish to access Confidential Information (defined below) through the IEDR Platform, you will, in addition to this Agreement, sign the Statewide DSA (defined below).

By agreeing to these terms and conditions, you acknowledge that you are aware of and agree to comply with the terms of this Agreement.

2. Definitions

The following terms have these defined meanings for purposes of this Agreement.

"Commission" means the New York State Public Service Commission.

"Confidential Information" means information, including Confidential Customer Utility Information as defined under the Statewide DSA, that is accessible on the IEDR Platform in a non-anonymized or non-aggregated form, or that is otherwise classified as confidential.

"Data Custodian" means, as defined in the DAF Order, any entity where energy-related data are housed and being accessed, such as a utility or centralized data warehouse.

"ESE" means, as defined in the DAF Order, any entity, including, but not limited to, energy service companies (ESCOs), distributed energy resource suppliers (DERS), and community choice aggregation (CCA) administrators, seeking access to energy related data.

"IEDR Query Tool" means the portion of the IEDR Platform that is accessible at https://iedr.nyserda.ny.gov/query-tool.

"Statewide DSA" means the Data Security Agreement / Self-Attestation of Cybersecurity Protections (SA) ordered by the Commission in its Order Establishing Minimum Cybersecurity and Privacy Protections and Making Other Findings, issued October 17, 2019.

3. Term and Termination

The term of this Agreement commences when you click "Agree" and continues for the duration of your utilization of the IEDR Query Tool.

4. Discontinuance and Modification

The data provided in the IEDR Query Tool is for information purposes only.

E Source reserves the right to change any aspect of the IEDR Platform without notice to you but will make commercially reasonable efforts to provide release notes documenting updates to the IEDR Platform.

E Source will not be liable if for any reason all or any part of the IEDR Query Tool is unavailable at any time or for any period. If the IEDR Platform is expected to experience downtime for maintenance, E Source will notify You through a banner or other notification available on the IEDR Platform.

5. Data Quality and Integrity Requirements

The data used to generate responses in the IEDR Query Tool is sourced from public and non-public third-party sources.

Pursuant to the Commission's Order Approving Transition of Utility Reported Community-Scale Energy Usage Data, issued and effective December 20, 2024, "the IEDR is not responsible for the quality and integrity of the data it receives from the IOUs." Therefore, you acknowledge and agree that E Source has no obligation to verify the accuracy, completeness, or reliability of the data that is transmitted to the IEDR Platform, E Source is not responsible for the specific content of data as provided by third party sources, and E Source makes no representations or warranties that data from third-party sources is accurate, reliable, or complete.

E Source will indicate which modules in the IEDR Query Tool present data that was directly ingested into the IEDR and which contain new data that was generated by E Source (e.g., an aggregation or derived metric). The provision of the IEDR Query Tool will comply with the Data Quality and Integrity Standards as follows:

a. **Adherence to a standardized data format specific to the data access mechanism;**

The IEDR Platform uses standardized specifications to promote consistency in data provided across New York State utilities to the extent feasible.

Publicly available versions of IEDR data dictionaries can be found on the IEDR website, including for the following:

- Rate and Tariffs
- Community Scale Energy Data
- Network Data

b. **Maximum percentage of data that includes redundant or extraneous entries**

If a redundant or extraneous entry is identified, E Source will make a commercially reasonable effort to work with the third-party provider of that data to 1) confirm that the data is in fact redundant or erroneous, 2) confirm the point at which the redundant or extraneous entry was introduced (e.g., when the third-party generated and made the data available, when E Source ingested the data, or when E Source used the data to generate an aggregation or derivative) and 3) determine a resolution pathway, such as removing the redundant or extraneous entry.

After an investigation is performed by E Source, in instances where the IEDR is the source of the redundant or extraneous entry, E Source will document the frequency in comparison to data errors provided by third parties.

E Source will make a commercially reasonable effort to avoid introducing additional redundant or extraneous entries during data ingestion or when generating new data that supports user generated queries (e.g., an aggregation of or derived metrics using data collected from third-parties). E Source will strive to ensure that no more than 10% of redundant or extraneous entries are the result of E Source's handling of the third-party data.

c. Maximum percentage of data errors

If a data error is identified, E Source will make a commercially reasonable effort to work with the third-party provider of that data to 1) confirm that the data is in fact the result of an error, 2) confirm the point at which the error was introduced (e.g., when the third-party generated and made the data available, when E Source ingested the data, or when E Source used the data to generate an aggregation or derivative) and 3) determine a resolution pathway, if feasible.

After an investigation is performed by E Source, in instances where the IEDR is the source of the data error, E Source will document the frequency in comparison to data errors provided by third parties.

E Source will make a commercially reasonable effort to avoid introducing additional data errors during data ingestion or when generating new data that supports user generated queries. E Source will strive to ensure no more than 10% of data errors are the result of E Source's handling of the third-party data.

d. Maximum amount of time it will take to transfer data

While the speed at which the data is transferred from the IEDR to an end-user is dependent upon the size of the data and the speed with which the end-user can access and download it, E Source anticipates most data transfers will be available within 24 hours.

e. Maximum amount of time to acknowledge a reported data error

If E Source is made aware of an error with data, then such incident shall be logged into E Source's system with a case assignment to a technician and notification shall be sent (via phone call, email or pager) within one business day of a case being opened.

When a support ticket is submitted to iedr-support@esource.com, a response acknowledging receipt of the communication will be issued within 3 hours. An E Source technician will strive to respond to the reported data error within 3 business days.

f. Maximum amount of time to resolve a data error;

E Source's goal is to resolve reported errors in data within 10 business days of receipt of adequate cooperation from the third-party provider of the data, such as the applicable electric, gas, or steam utility operating in the state of New York.

If E Source is unable to meet this target, E Source will notify the user within the target timeframe and provide a new estimated time to resolution.

g. Notification of data access mechanism outage or downtime;

Scheduled Maintenance – E Source will use commercially reasonable efforts to provide at least 24 hours advanced notice by publication for non-downtime service actions. E Source's normal maintenance window will be between 10:00 PM and 5:00 AM Eastern Time. Scheduled maintenance includes non-downtime service actions.

Scheduled Downtime – E Source will use commercially reasonable efforts to provide at least 72 hours advanced notice for maintenance that will be service interrupting. Notice will be provided by publication. Scheduled downtime is intended to be limited to the time between 10:00 PM Saturday and 5:00 AM Sunday Eastern Time. Scheduled downtime includes maintenance actions that require service interruptions.

E Source shall maintain a dashboard to inform you of current and historical outages. E Source will update this dashboard after discovery of a service disruption, usually within 30 minutes thereafter.

h. Conformance to application standard, including third-party certification, if one exists, such as for GBC

There are no applicable application standards or third-party certifications related to the IEDR Query Tool at this time. If this changes in the future, you will be provided with an updated IEDR Query Tool User Agreement upon your next visit to the IEDR Query Tool.

i. Technical support information, such as contact and maximum amount of time to respond to and resolve issues that arise.

If you believe that you are experiencing a service disruption or other issue, you should email iedr-support@esource.com.

E Source will target responding to all inquiries within 3 business days and will target resolving all issues that arise within 10 business days.

If E Source is unable to meet these targets, E Source will notify the user within the target timeframe and provide a new estimated time to resolution and/or request additional information if required for resolution.

Attachment 3- Statewide Data Security Agreement (DSA) – IEDR-Specific Addendum

ADDENDUM TO DATA SECURITY AGREEMENT

THIS ADDENDUM to Data Security Agreement (this "Addendum") is entered into as of […], by and between E Source Companies LLC ("E Source"), in its capacity as the current administrator of the Integrated Energy Data Resource (IEDR) online platform ("IEDR Platform"), and _____, an Energy Service Entity ("ESE") with offices at _____; and together with E Source the ("Parties" and each, individually, a "Party")..

RECITALS

WHEREAS, E Source is the current administrator of the IEDR Platform, which provides access to a wide variety of energy-related information sourced from New York State electric and gas utilities and other sources.

WHEREAS, ESE seeks access to Confidential Information from the IEDR Platform and has entered into that certain Data Security Agreement dated […] with E Source;

WHEREAS, the Commission also requires ESE and E Source to enter into this Addendum before ESE may access Confidential Information from the IEDR Platform;

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.**
   Terms not otherwise defined herein shall have the meanings ascribed to it in the Data Security Agreement.

2. **Indemnification of Utilities.**
   ESE expressly acknowledges that Confidential Customer Utility Information that ESE obtains from E Source pursuant to the Data Security Agreement may be derived from customer-specific information provided to E Source from electric and/or gas utilities operating in New York State (each a Utility). To the fullest extent permitted by law, ESE shall defend, indemnify and hold harmless any Utility from and against any and all loss, cost, damage, or expense of every kind and nature (including, without limitation, penalties imposed by the Commission or other regulatory authority or under any data protection requirements, court costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or resulting from, in whole or in part, ESE's or its contractors' breach of, or non-compliance with, the Data Security Agreement between ESE and E Source, including allowing unauthorized access to or disclosure of Confidential Customer Utility Information or improper use or misuse of same.

3. **Effect of this Addendum.**
   This Addendum is entered into to supplement the Data Security Agreement. Except as supplemented and/or modified hereby, the Data Security Agreement remains in full force and effect and shall continue to be effective and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed and delivered this Addendum as of the date first above written.

E Source	**ESE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____