

REDACTED

Everyday Energy, LLC

Energy Service Company (ESCO) Revised Application

Attachment2

Standard Sales Agreement and Customer Disclosure Statement¹

Supporting Price Match Information

¹*This is the standard sales agreement and customer disclosure statement as of the date of this filing*

NEW YORK TERMS & CONDITIONS

You authorize Everyday Energy, LLC, d/b/a Energy Rewards for electric or gas, or both, as the case may be (the “Company”) to change your electricity and/or natural gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or natural gas utility (“Utility”). Company is a supplier of energy products. We often use independent brokers to sell our energy products. Please review this contract carefully. If there are any discrepancies with the product features you were sold and the terms and conditions of such products, please call our customer care center at 1-844-231-7169. Your Enrollment Documentation, which includes your welcome letter, welcome package, as applicable, and these Terms and Conditions create your agreement with the Company (“Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

PRICE	Your Rate, which will determine the Price you pay for your supply Services, is specified in your Enrollment Documentation. Your Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the right to assess taxes or fees for the Services.
VARIABLE RENEWABLE RATE	If you selected a variable renewable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation and has at least 50% higher renewable content than the New York Renewable Energy Standard obligation (“ <u>Variable Rate</u> ”). Variable Rates change at the Company’s discretion and may be higher and lower each month based on business and market conditions. Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing, customer retention or attrition, projected customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility or any other third party with the

	right to assess taxes or fees for the Services.
PRICE MATCH RATE	If you selected a price match rate, the Rate for your Service for your first billing period is the Rate indicated in your enrollment documentation (“ <u>Price Match Rate</u> ”). The Price Match Rate is a type of variable month-to-month Rate which may be set and vary according to the same factors as a Variable Rate, with more emphasis provided for Utility pricing or “price to compare” rates. On at least an annual basis, Company will perform a reconciliation to ensure that Company has at least met the equivalent Utility price over the same period (“ <u>Equivalent Pricing</u> ”). If Company has not provided at least Equivalent Pricing, Company will provide you with either a credit or refund.
FIXED RATE	If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation for the Term (“ <u>Fixed Rate</u> ”), and may be modified due to a subsequent Change in Law as explained in Section 14(e). Any Fixed Rate offered by Company will be determined in compliance with Case 15-M-0127, et al.
TERM	Your Agreement will continue for the Term specified in your Enrollment Documentation, or as additionally described herein.
RESCISSION	If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement (“ <u>Rescission Period</u> ”).
TERMINATION FEES	If you selected a Fixed Rate, the following termination fees will apply to each Service you terminate after the Rescission Period, but before your Term or Renewal Term ends, or if you Default, unless otherwise noted in your Enrollment Documentation. For small

	commercial customers enrolled through the door-to-door channel and residential customers, your early termination fee will be no more than: (i) \$100 if your remaining Term is less than 12 months, and (ii) \$200 if your remaining Term is greater than 12 months. For small commercial customers that were not enrolled through the door-to-door channel, see Section 4.
LATE FEES	Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility’s billing and payment policies and procedures.
RENEWAL	For any Fixed Rate plan, you will receive notice from Company prior to the end of your Term regarding your future product options. If you take no action you will be either: (i) automatically enrolled in a Price Match Rate or other Rate compliant with Case 15-M-0127, et al, or (ii) returned to your Utility. Any month-to-month plan will not receive a renewal notice. THIS AGREEMENT WILL CONTINUE UNTIL CANCELLED AND ANY COMMODITY CHARGES RESULTING FROM YOUR USAGE WILL BE REFLECTED ON YOUR UTILITY BILL, OR COMPANY’S BILL IF INVOICED SEPARATELY. THE AMOUNT YOU ARE CHARGED ON A PER UNIT BASIS DURING ANY AUTOMATIC RENEWAL PERIOD MAY CHANGE. IF YOU HAVE SELECTED A TERM PRODUCT, YOU WILL BE AUTOMATICALLY RENEWED FOR THE SAME TERM LENGTH AS INITIALLY AGREED TO, OR ON A MONTH-TO-MONTH BASIS AS DISCLOSED IN YOUR RENEWAL NOTICE. YOU MAY CANCEL AT ANY TIME BY CONTACTING COMPANY AS PROVIDED FOR IN SECTION 13. REFER TO THE SECTION 4 FOR INFORMATION REGARDING THE TIMING OF CANCELLATION AND ANY ASSOCIATED PENALTIES.
GUARANTEED SAVINGS	You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. There is no charge for starting or stopping Service; however, an early contract termination fee may apply as described herein. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If the information provided by your Utility does not match your requested product (such as an incorrect rate class or Utility zone), you agree that Company may switch the product to match information received by the Utility, which may be at a different Rate or term length. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein, and if applicable for the Renewal Term (each a “Term”). Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company.

3. **PRICE.** Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For natural gas, your bill will be calculated by multiplying your Rate by the amount of natural gas you consumed in mcfs, ccfs, or therms, as the case may be, during the billing cycle, plus any applicable Fees. Depending on your Utility’s billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RESCISSION; TERMINATION.** If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement (“Rescission Period”). To terminate or rescind this Agreement, you must notify Company as

detailed in Section 13 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier. At any time during a month-to-month plan, Company may return you to the Utility. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the greater of (i) \$150.00, or (ii) liquidated damages which you agree is the Remaining Contract Quantity times the greater of (A) contract price less Market Price at the time of the Termination, or (B) \$0.02/kWh or \$0.20/Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner. Company may terminate this Agreement upon at least 15 calendar days' notice to you.

5. **BILLING AND PAYMENT.** The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("**Billing Quantity**"). Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence. A residential customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York Department of Public Service ("**DPS**").

6. **CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

a. **Credit Requirement.** You authorize Company to obtain and review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service, or provide a substitute product. You may be required to promptly provide Credit

Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. **Customer Information:** Privacy Policy. You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

7. **RENEWAL NOTICE.** Each new renewal period after your initial Term will be deemed a "**Renewal Term**". For any Fixed Rate plan, you will receive notice from Company prior to the end of your Term regarding your future product options. If you take no action you will be either: (i) automatically enrolled in a Price Match Rate or other Rate compliant with Case 15-M-0127, et al, or (ii) returned to your Utility. Any month-to-month plan will not receive a renewal notice.

8. **PHONE COMMUNICATION POLICY.** You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) to the Company or its agents or affiliates, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase.

9. **DISPUTE RESOLUTION.** If you have billing questions or would like to make an inquiry about the Company's terms of service, you may contact the Company as indicated in Section 13. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with the Company, you may, without prejudice, contact the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline).

Regardless of whether you choose to pursue your dispute with the DPS, your right to pursue individual arbitration with the Company will not be impacted under this Agreement as set forth below.

You and the Company both agree to resolve Disputes (as defined below) only through the New York Department of Public Service. In addition, you and the Company also both agree that:

(a) "**Disputes**" are any claims or controversies against each other related in any way to, or arising from the Company's Services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Services with the Company have terminated. Disputes include any claims that: (i) you bring against the Company or any of its employees, agents, affiliates, or other representatives; (ii) you bring against a third party that are based on, relate to, or arise from the Company's Services, this Agreement or any related agreements; or (iii) that the Company brings against you. It also

includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) If for any reason a claim proceeds in court rather than through the New York Department of Public Service, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

10. **EMERGENCY.** In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility. Your Utility contact numbers are listed on page 6 of this Agreement. You can also call your local emergency personnel at 911 if the emergency warrants.

11. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

12. **FORCE MAJEURE.** Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure ("Force Majeure Events"). Force Majeure Events include but are not limited to damages caused by acts of God, acts of terrorism, sabotage, accidents, strikes, labor troubles, maintenance work, nonperformance by the Utility, or any other cause beyond Company's control. Force Majeure Events also include events of force majeure as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

13. **CONTACTING COMPANY.** For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, at cs@credoenergy.com, (ii) mail, at P.O. Box 650544, Dallas, TX 75039-0544, or (iii) phone, at 1-844-231-7169. In case of an emergency, please contact your Utility at the number provided in the Emergency section, Section 10 and on page 6.

14. **MISCELLANEOUS.**

a. *Use of Services.* You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has

the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale.* (i) If you are receiving natural gas service, you hereby designate Company as your agent to: (A) arrange, enter into, and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your natural gas (including capacity release, re-release, and recall arrangements); (B) nominate and schedule with the interstate pipelines the transportation of your natural gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your natural gas from the Delivery Points to your premises; and (C) aggregate your natural gas with the natural gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement; and (D) schedule the delivery of quantity of natural gas at the Sales Points necessary to meet your requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of natural gas at the Sales Points, from the Sales Points to the Delivery Points, and from the Delivery Points to your premises. These services are provided on an arm's length basis and market-based compensation is included in the price for natural gas service. (ii) If you are receiving electric service, you hereby designate Company as your agent to: arrange, enter into and administer transmission services (including those provided by your Utility) for the delivery of electricity. These services are provided on an arm's length basis and market-based compensation is included in the price for electricity service.

c. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or natural gas Service under this Agreement, you agree to reimburse Company or pay such tax, as the case may be. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment.* You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection

with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, rules or regulations or other acts of any governmental authority (including the Public Service Commission and NYISO), which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable. Company will provide you with 30 days written notice prior to modifying your Agreement as outlined in this section, except as otherwise permissible by law.

f. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York, and (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement, (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks, and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

j. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

k. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and

to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

l. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

m. *Environmental Disclosure.* Company will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: viridian.com.

n. *Wi-Fi Thermostats.* To be eligible to receive a Wi-Fi thermostat offer ("Eligible Customer"), you must: (i) have an installed smart meter or other compatible device; (ii) not have baseboard heating; (iii) own the property where the thermostat is installed; and (iv) have the thermostat continuously hooked up to a Wi-Fi connection. In the event you are not an Eligible Customer: (i) Company is not obligated to provide you with a thermostat; (ii) if you do not return to Company any thermostat you receive, you may be charged for the full market value of the thermostat; and (iii) your Service may be switched to the corresponding non-thermostat rate plan for your same Term.

You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

If you experience problems with your thermostat while receiving Service under this Agreement, please contact Company as provided for in Section 13. Company may assist you with troubleshooting your thermostat, but will not be responsible for any work involving your thermostat that Company did not direct. If you request Company-approved technicians to install your thermostat, you are obligated to pay Company's invoice for such installation and failure to pay such invoice according to its terms shall constitute a Default under this Agreement.

o. *Third Party Providers; Energy Related Products.* The Company only provides electricity and natural gas to you. Occasionally, Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third

party provider, such as a thermostat (“Energy Related Products”), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

DEFINITIONS

“*Agents*” except for the purposes of Section 14(b), means parties that need to know Customer Information in connection with Services and Company’s affiliates and subcontractors.

“*Change in Usage*” means a change, or an anticipated or planned change, in the consumption of Services that materially exceeds your historical usage.

“*Commodity Charges*” means the charges for basic natural gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness.

“*Customer Information*” means account contact information, account number, meter number, billing history, payment history, historical and future electricity and natural gas usage, meter readings and characteristics of your electricity and natural gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

“*Default*” means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

“*Delivery Points*” means: (i) for natural gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account.

UTILITY CONTACT NUMBERS

Central Hudson Gas and Electric: 1- 800-527-2714

Consolidated Edison of New York (Con-Ed): 1-800-752-6633

National Fuel Gas: 1-800-365-3234

National Grid: 1-800-642-4272

National Grid Long Island (Keyspan LI): 1-800-930-5003

National Grid Metro (Keyspan Metro): 1-718-643-4050

New York State Electric and Gas (NYSEG): 1-800-572-1131

Orange and Rockland, also known as O&R: 1-877-434-4100

Rochester Gas and Electric: 1-800-743-1701

“*Enrollment Documentation*” means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the welcome letter and/or welcome package.

“*Fees*” means taxes, fees, assessments, government charges and charges levied by your Utility for distribution and other services and taxes, fees paid to brokers and other third-party entities that may have referred you to Company for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

“*Purchased Quantities*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase to provide you the Services you require for your home or small business, as applicable.

“*Rate*” means Fixed Rate, Index Rate, or Variable Rate, as applicable.

“*Sales Points*” means: (i) for natural gas, a point or points located outside of the State of New York selected from time to time by Company to assure service reliability, and (ii) for the electricity, a load bus or other point or points on the NYISO administered transmission system located outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address located, selected from time to time by Company to assure service reliability.

“*Service*” or “*Services*” means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all Services are available in all areas.

“*Usage Thresholds*” means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve (12) months, or (ii) natural gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent therms.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO

Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and other conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

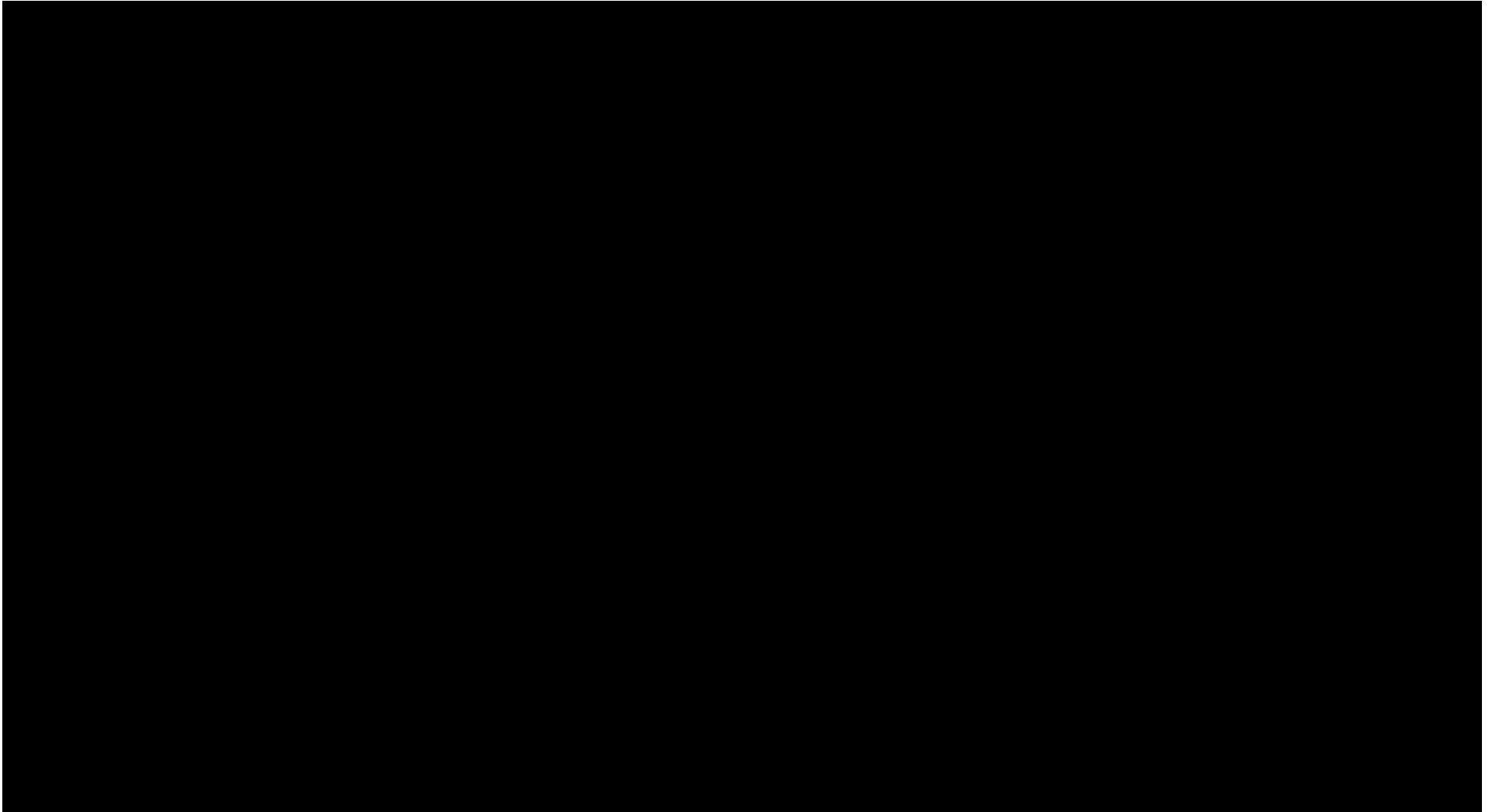
You can find more information about your energy alternatives by visiting: www.AskPSC.com

Everyday Energy, LLC

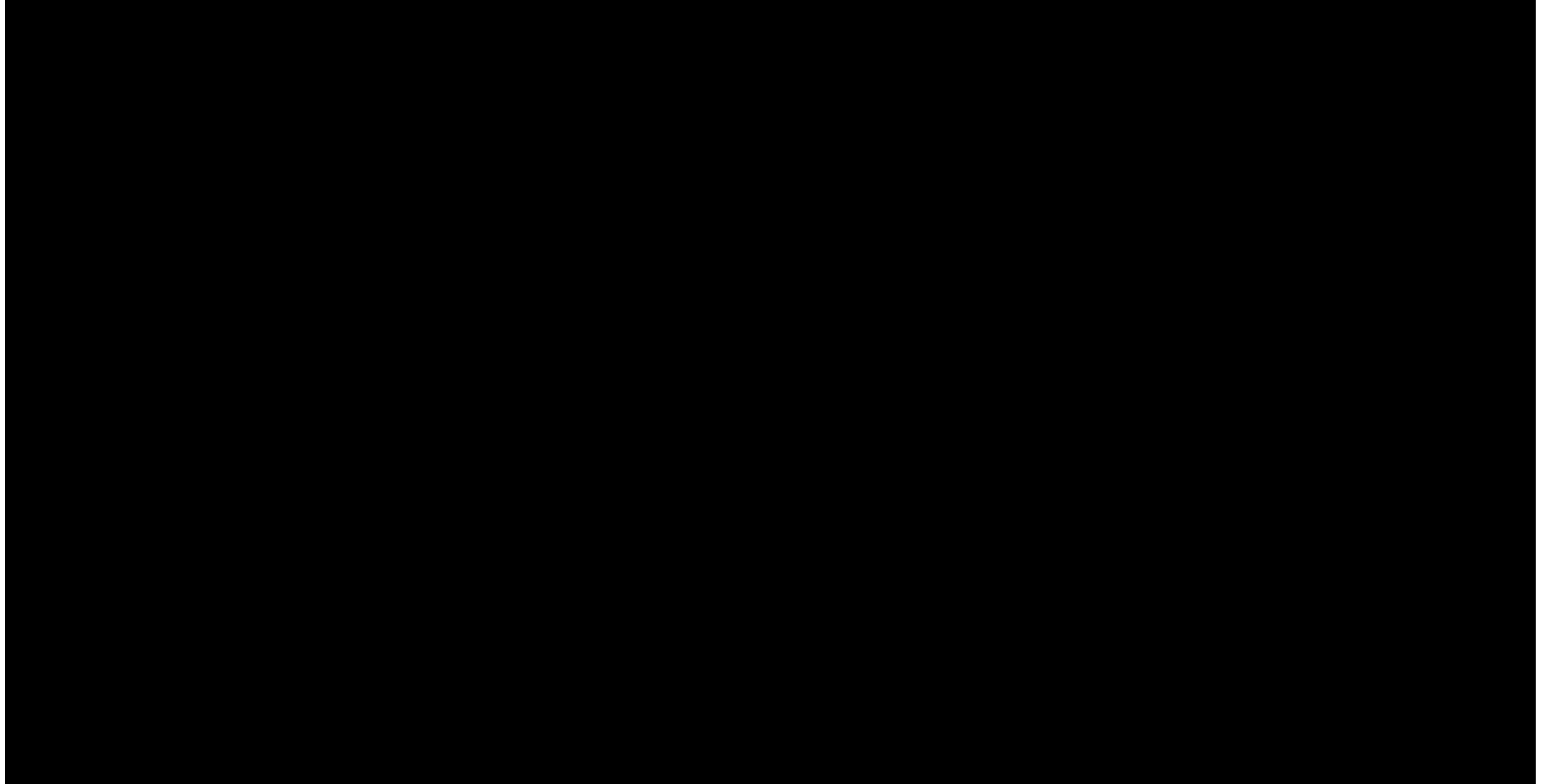
Price Match

Redacted Submission

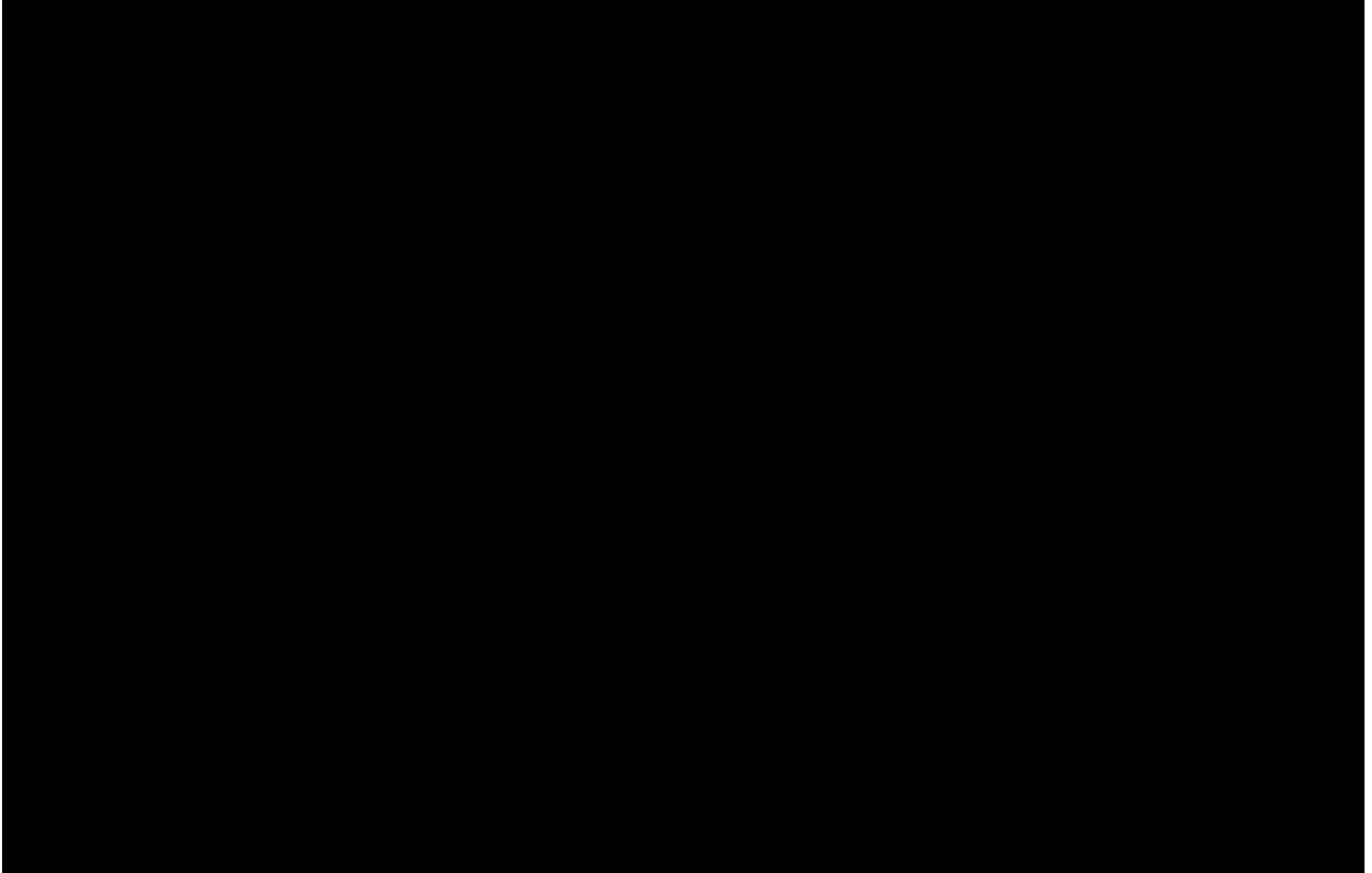
Policies and Procedures



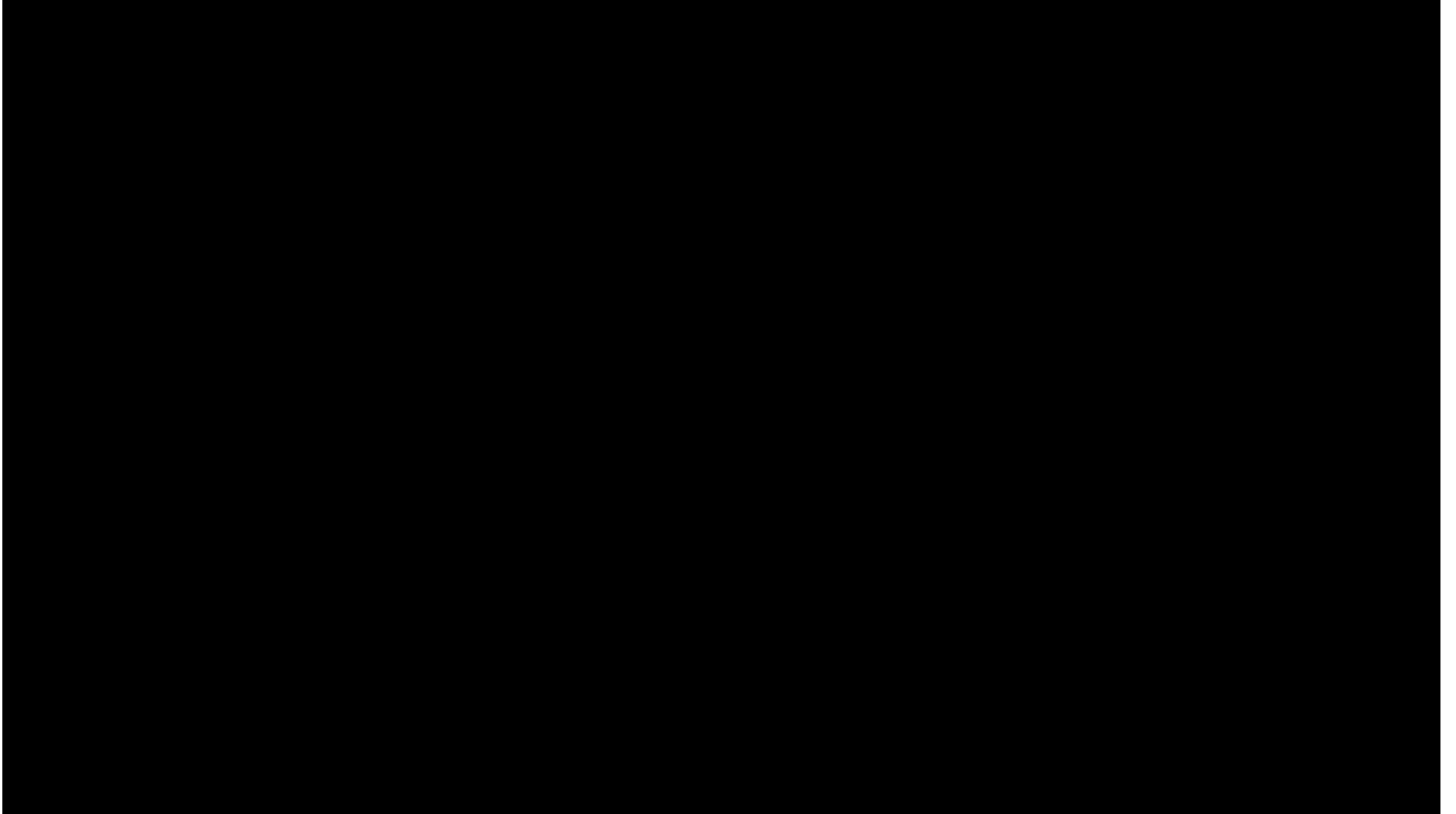
Price Match Calculation Details



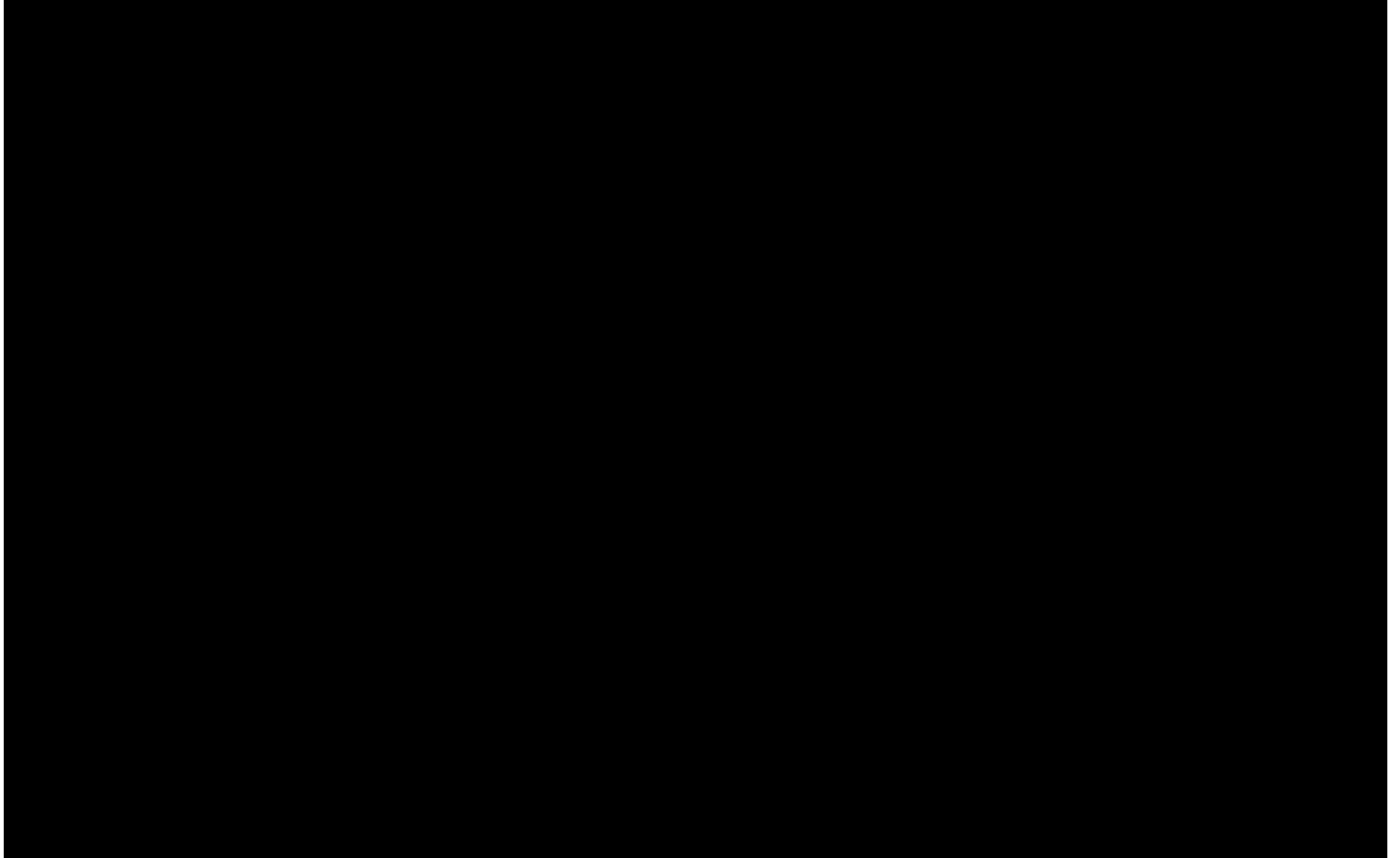
Rate Calculation Matrix



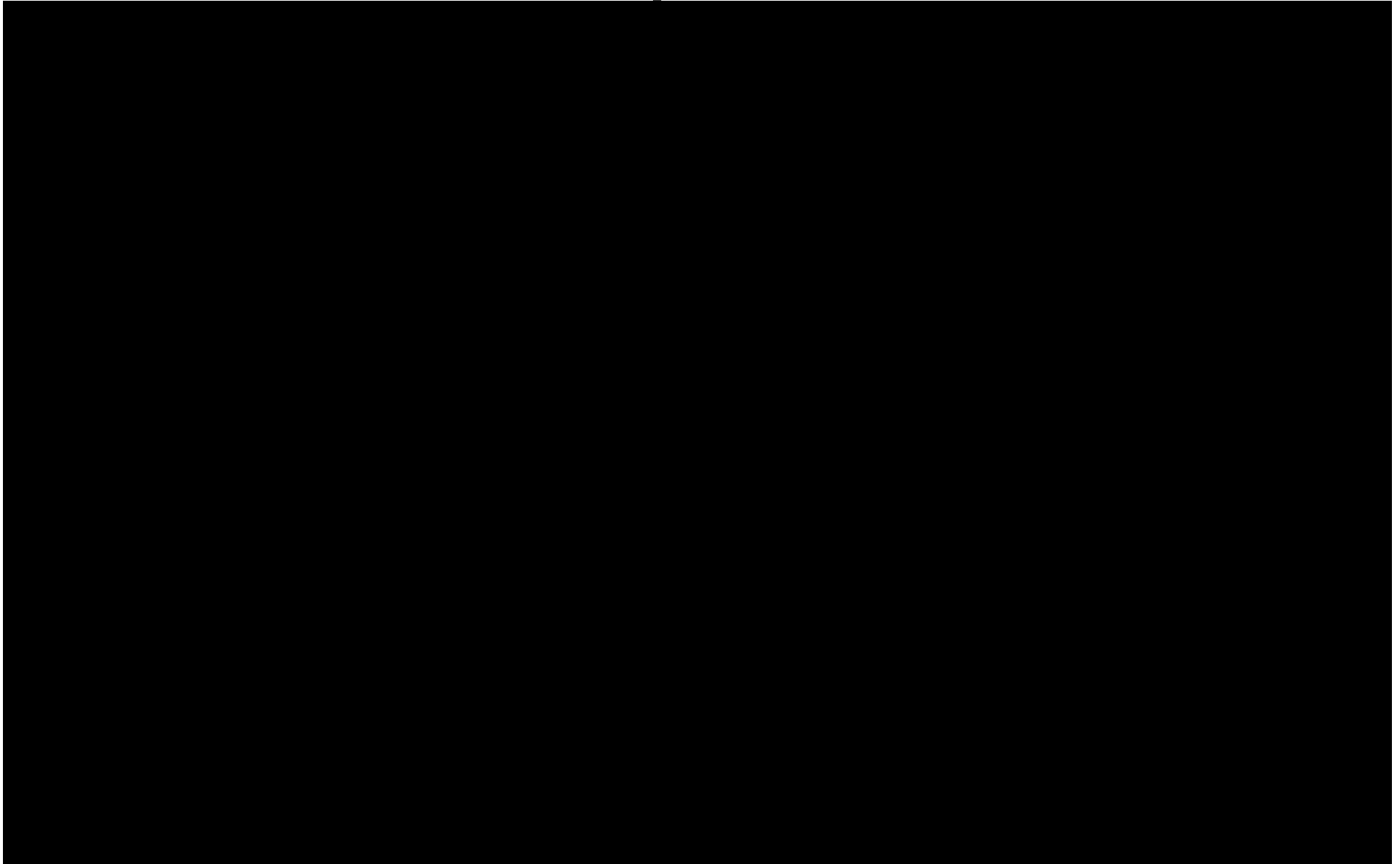
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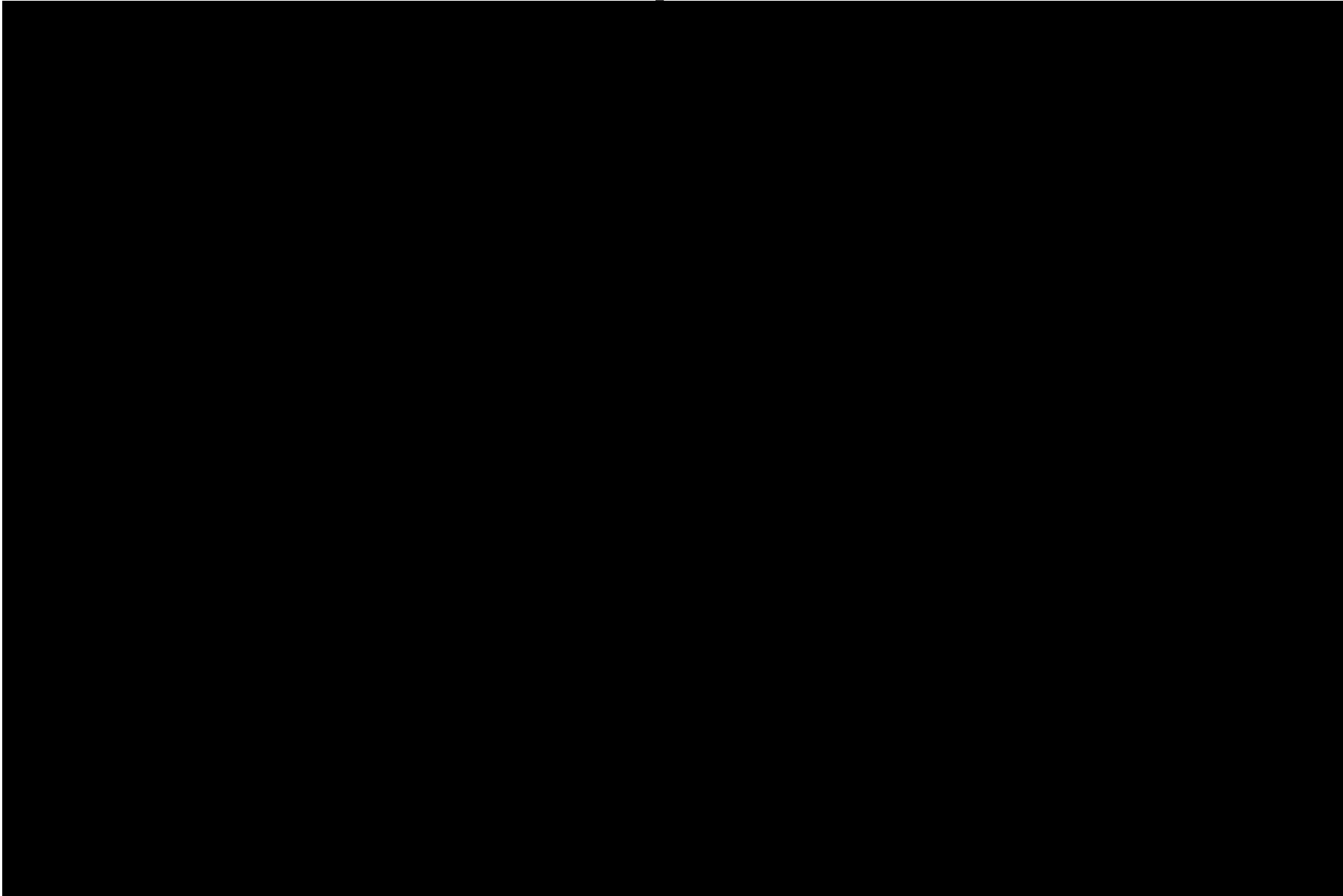
Rate Calculation Examples



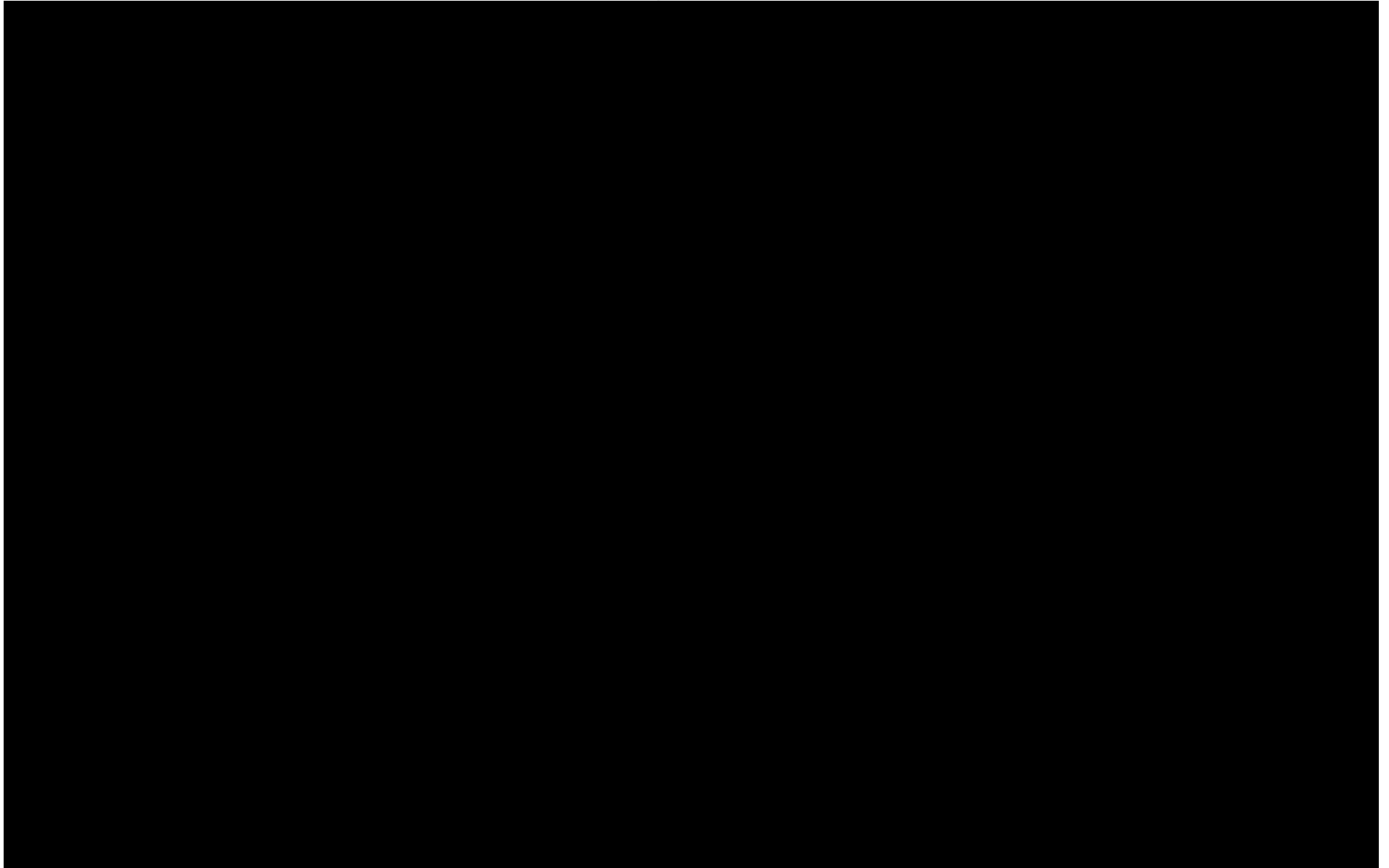
Rate Calculation Examples



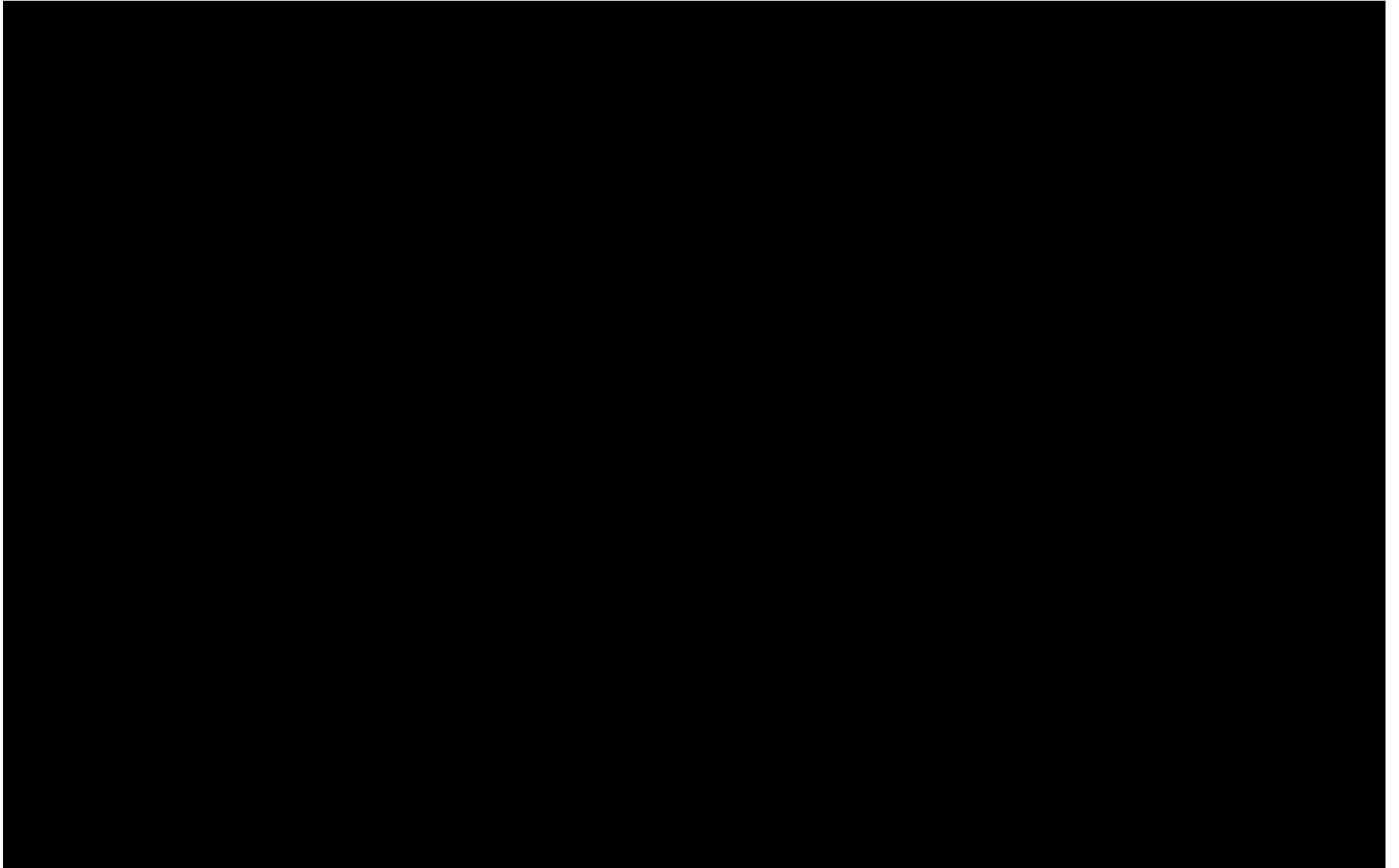
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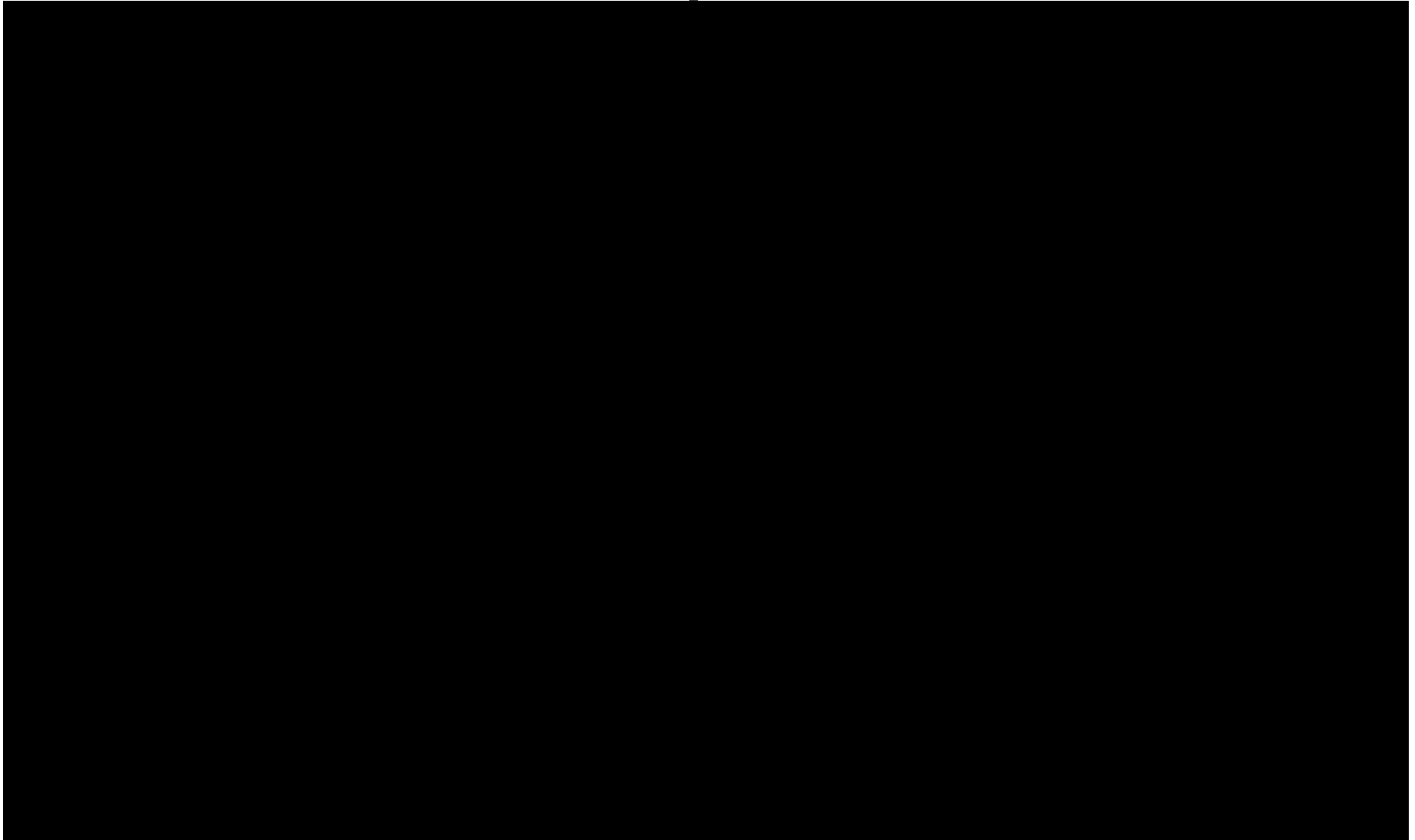
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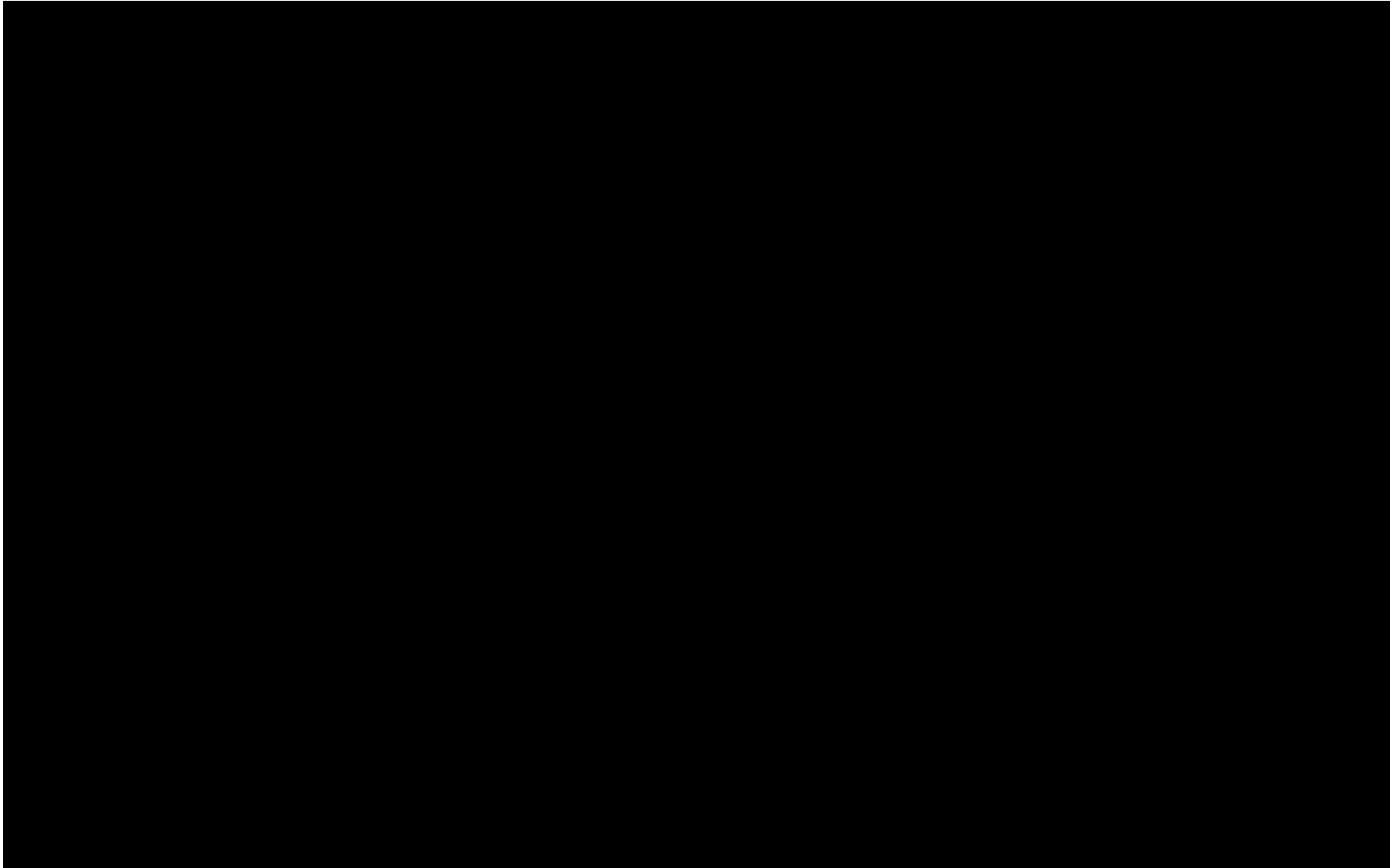
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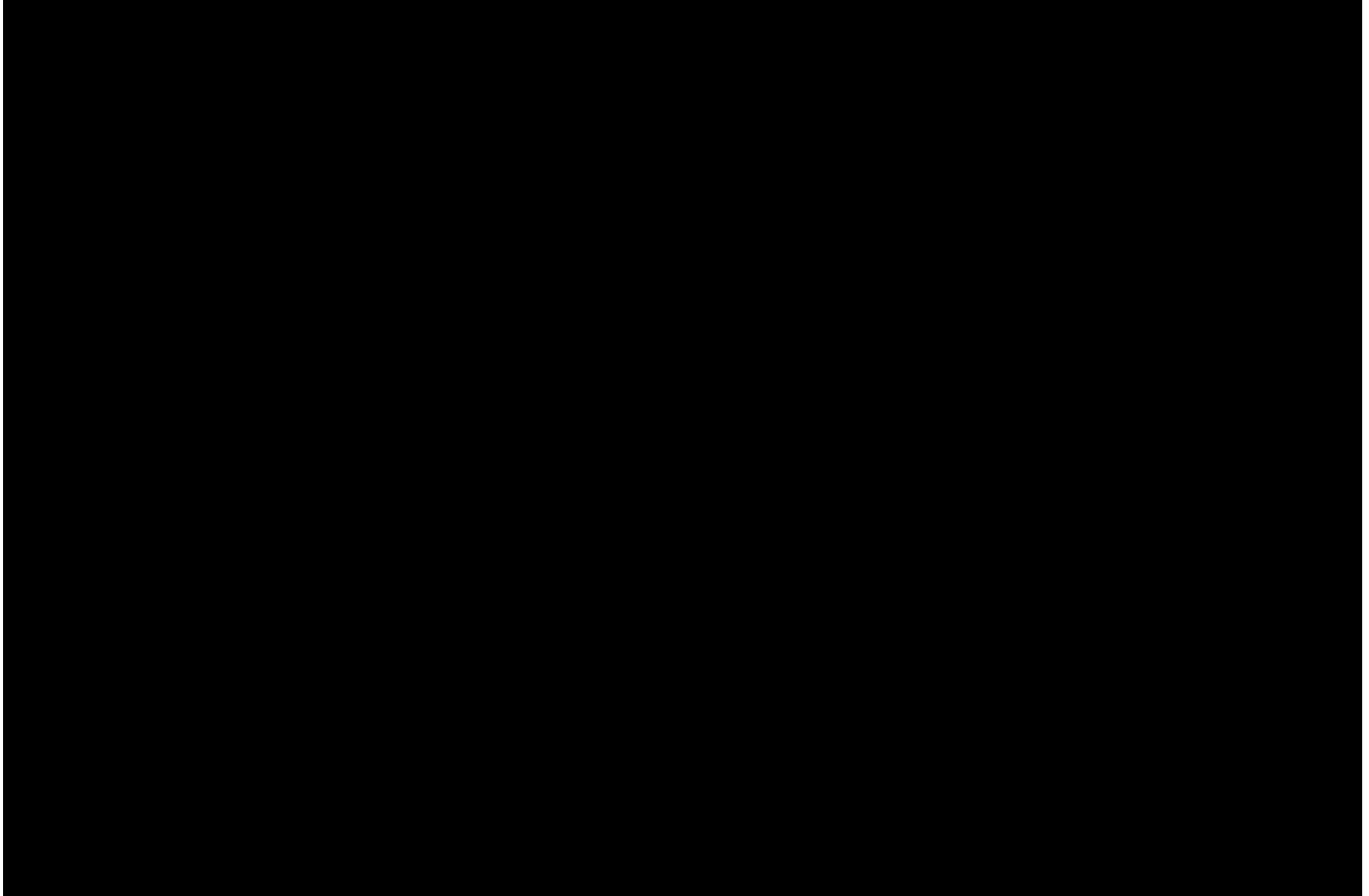
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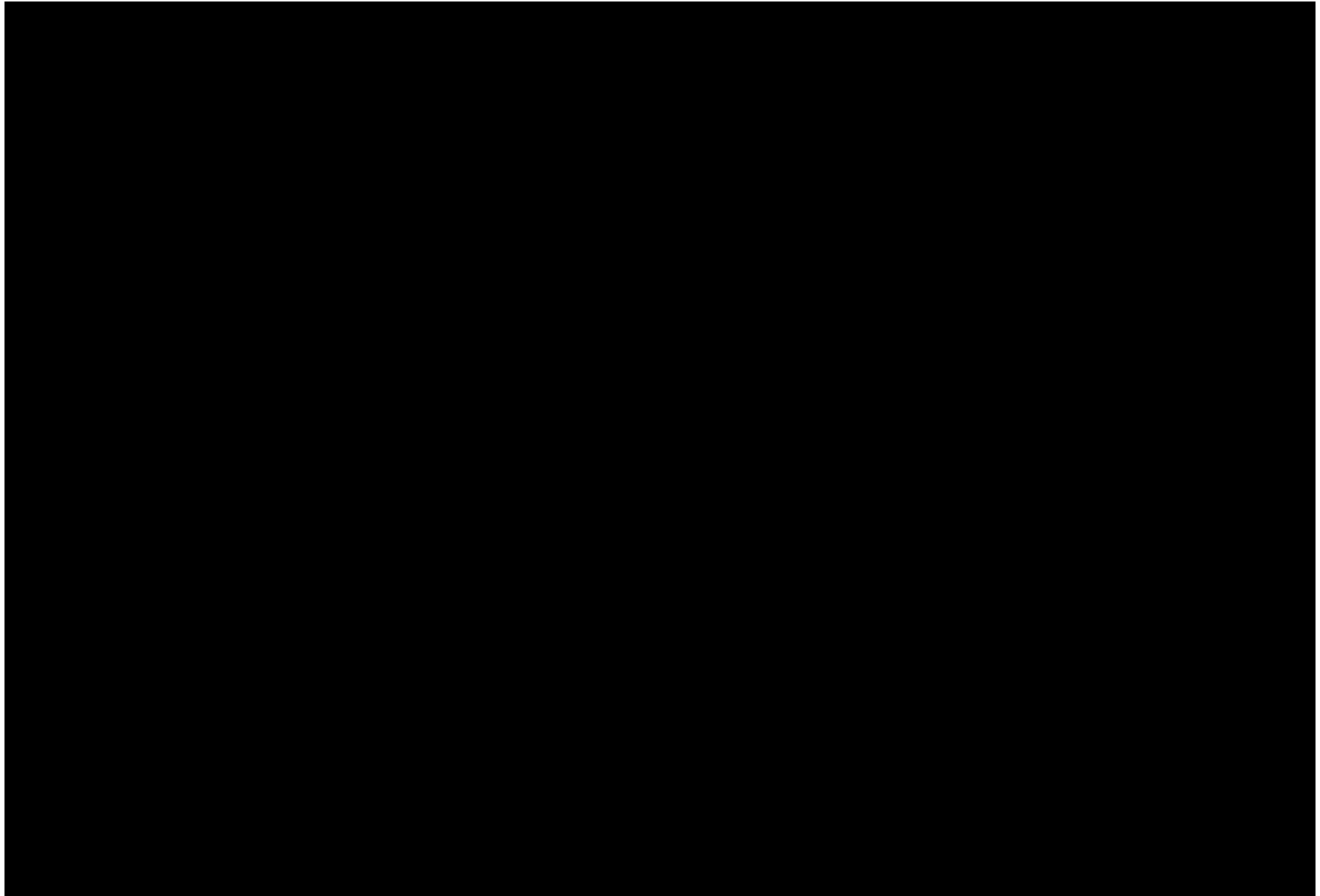
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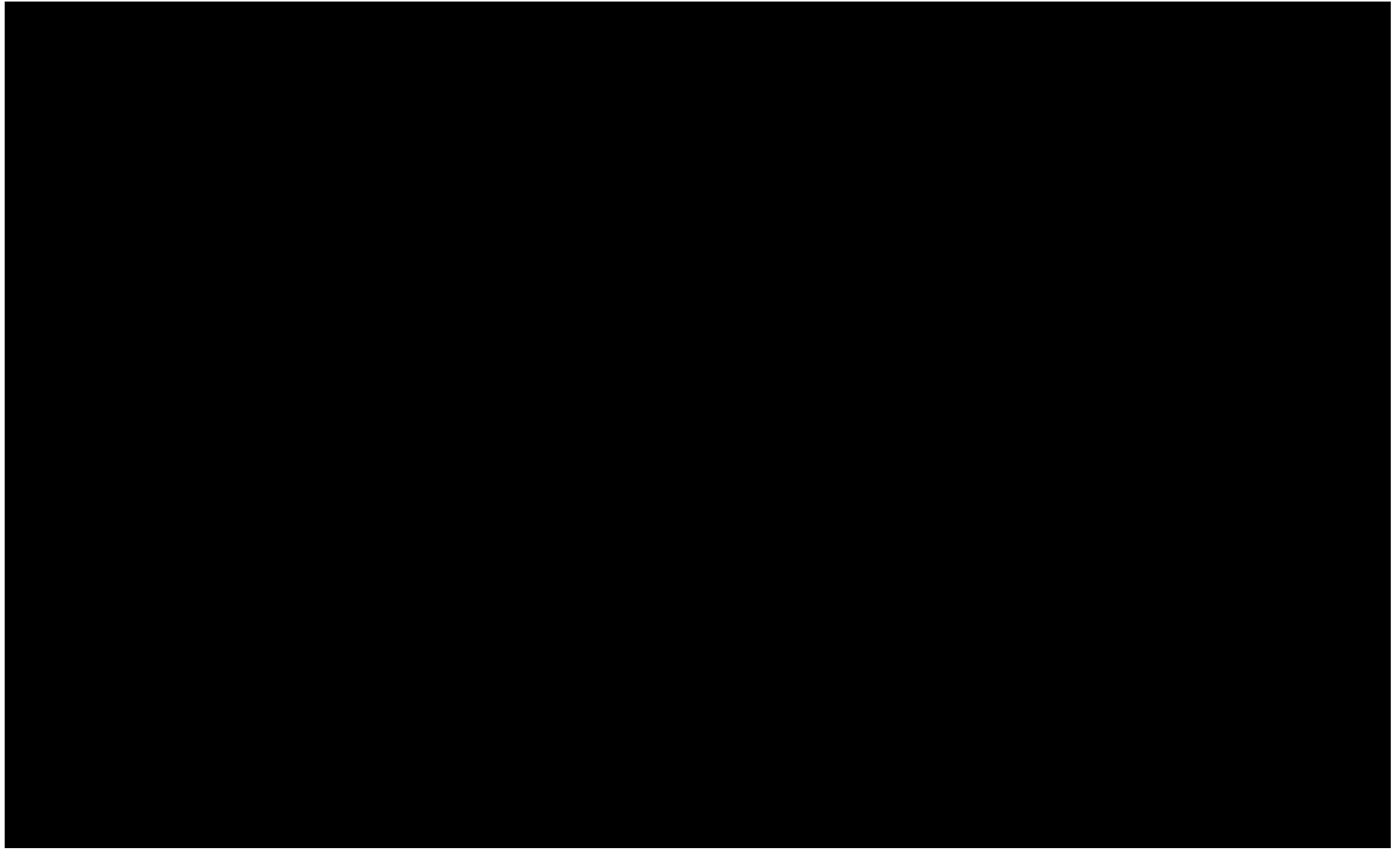
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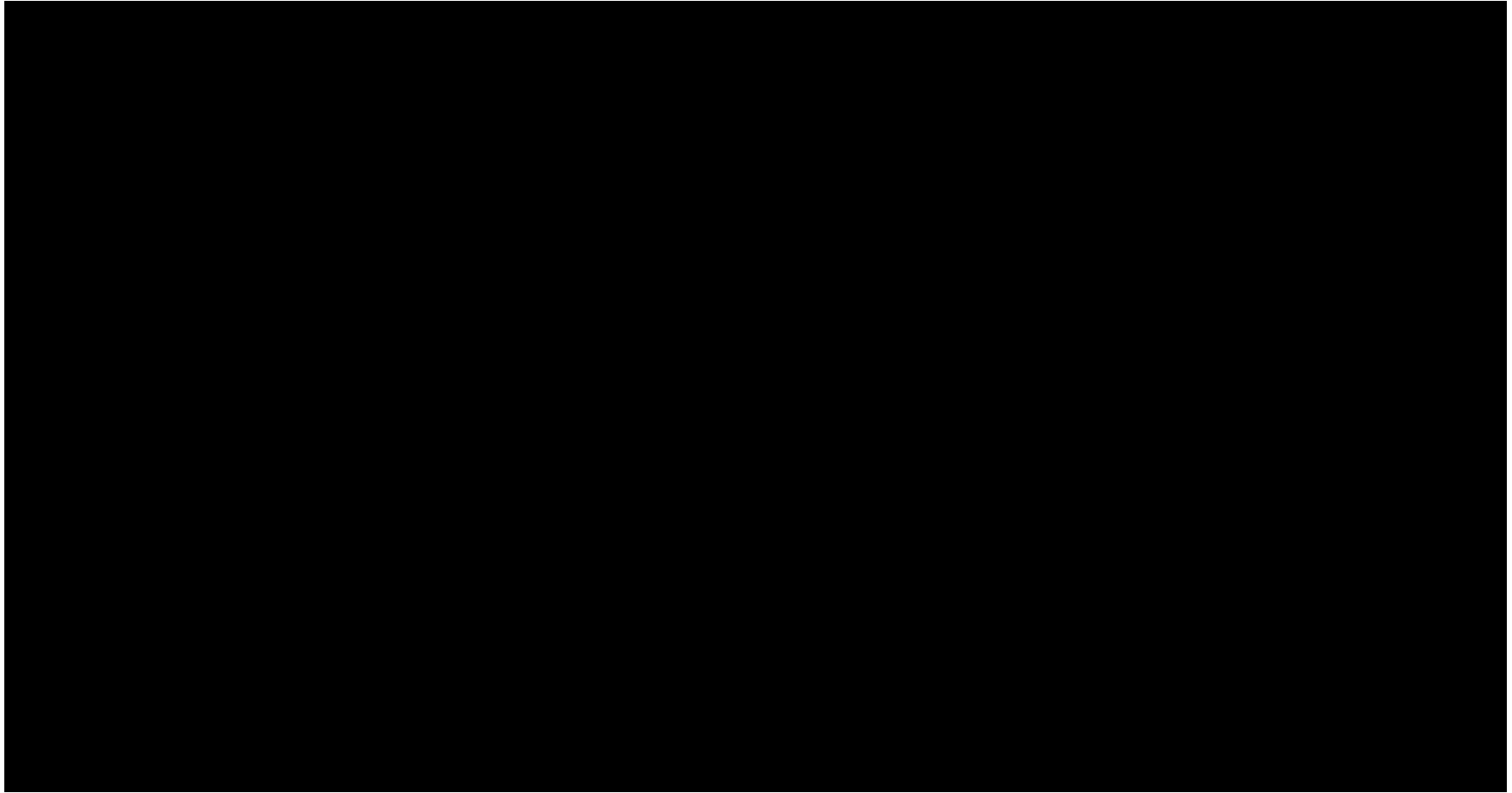
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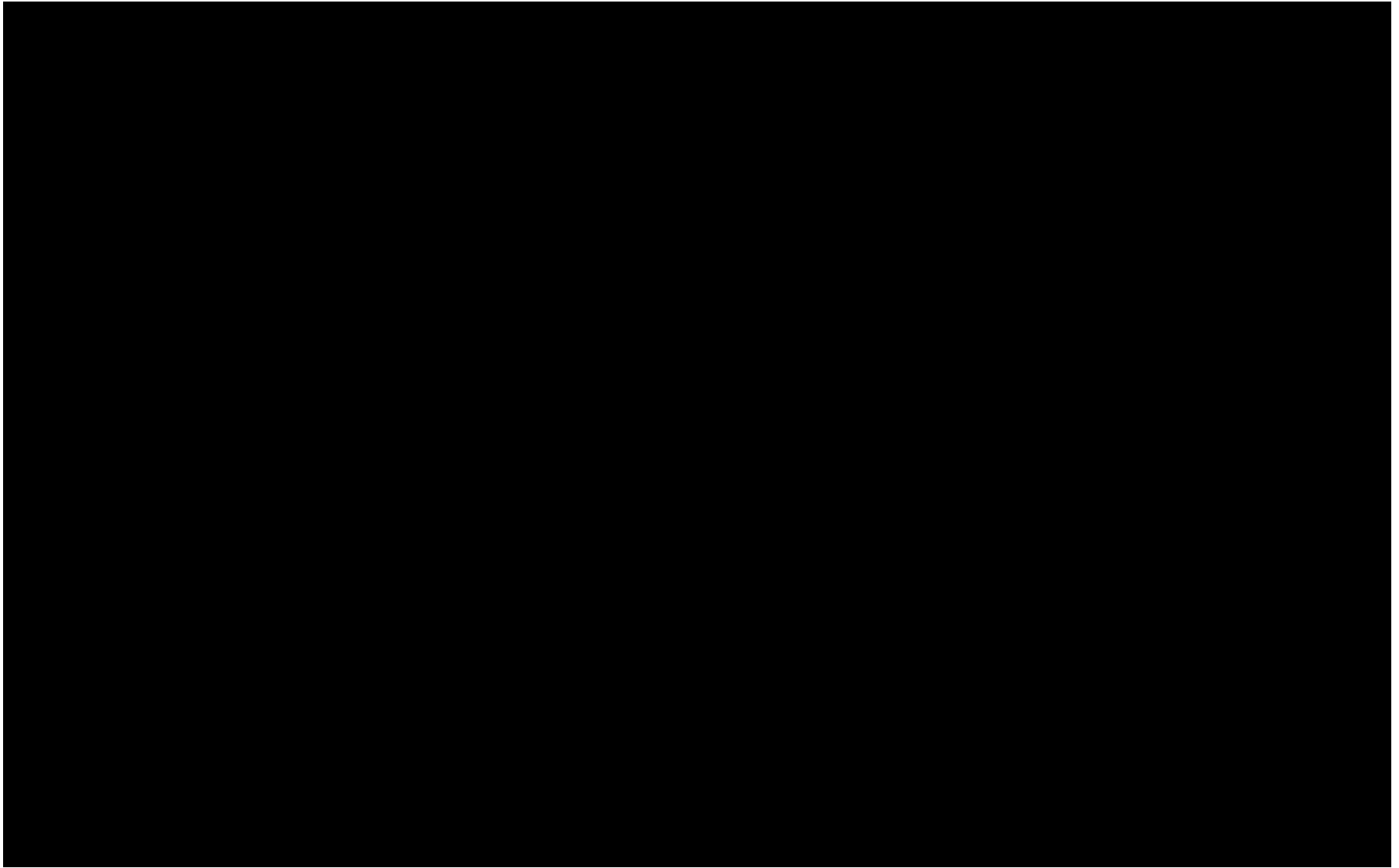
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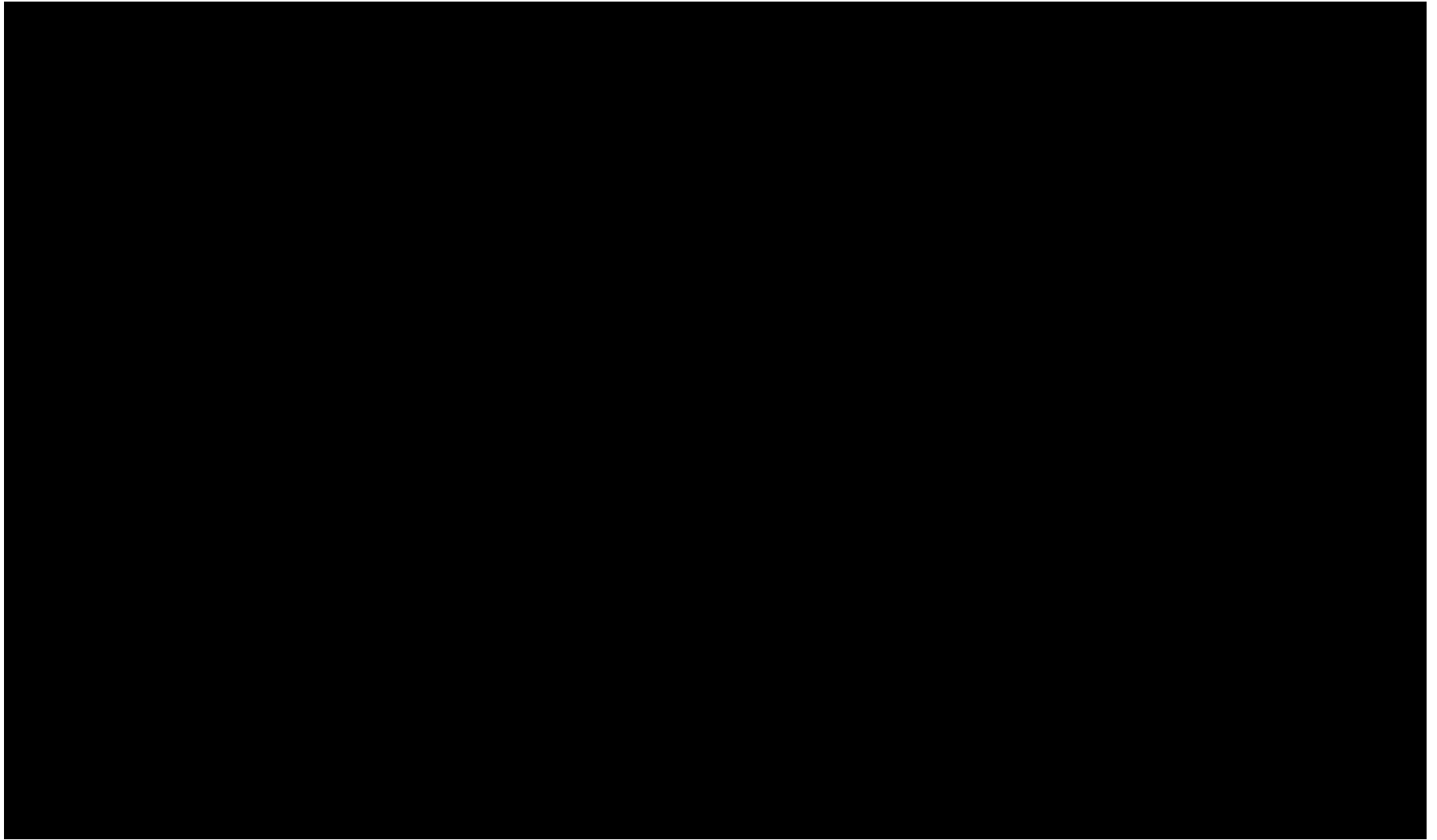
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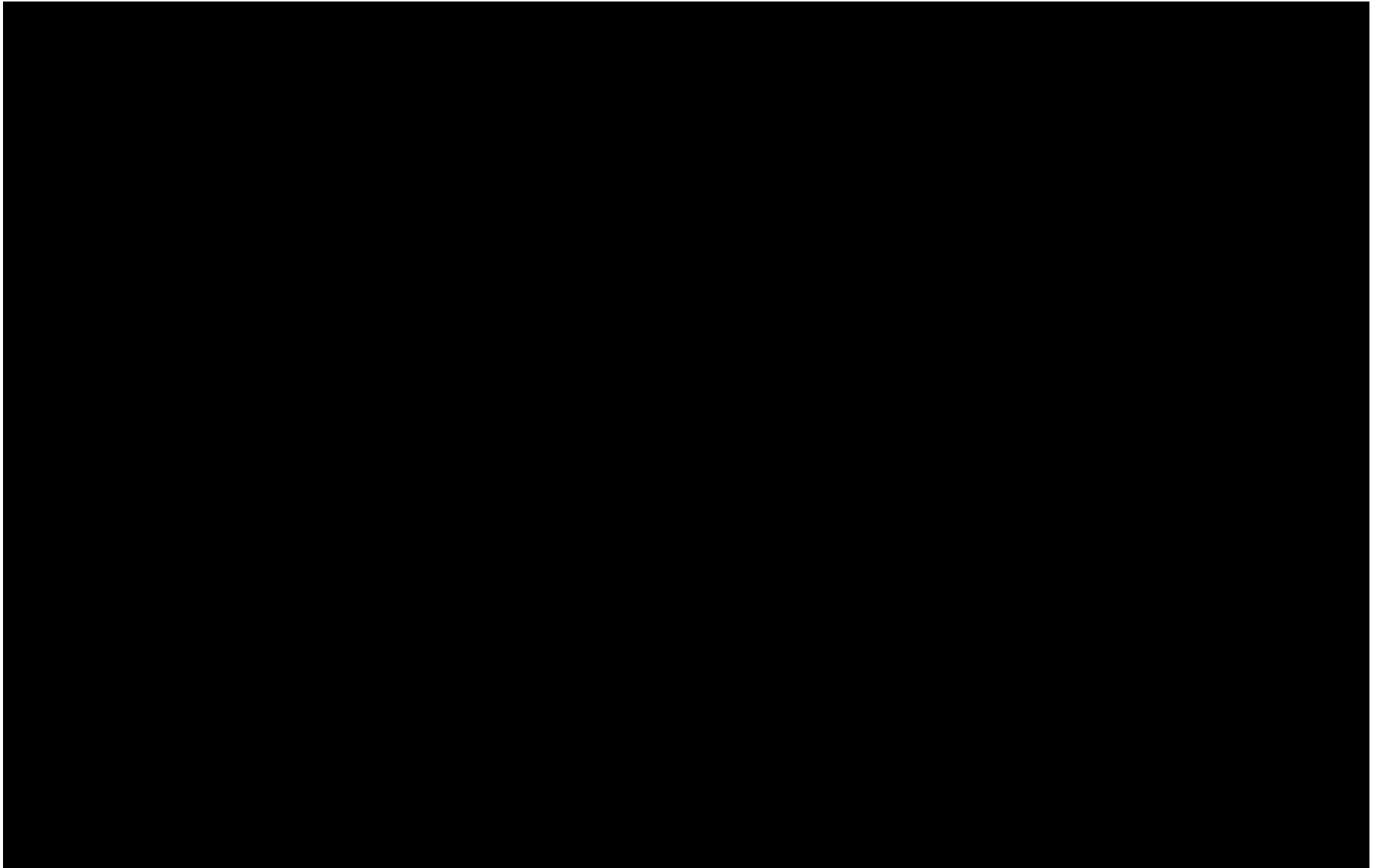
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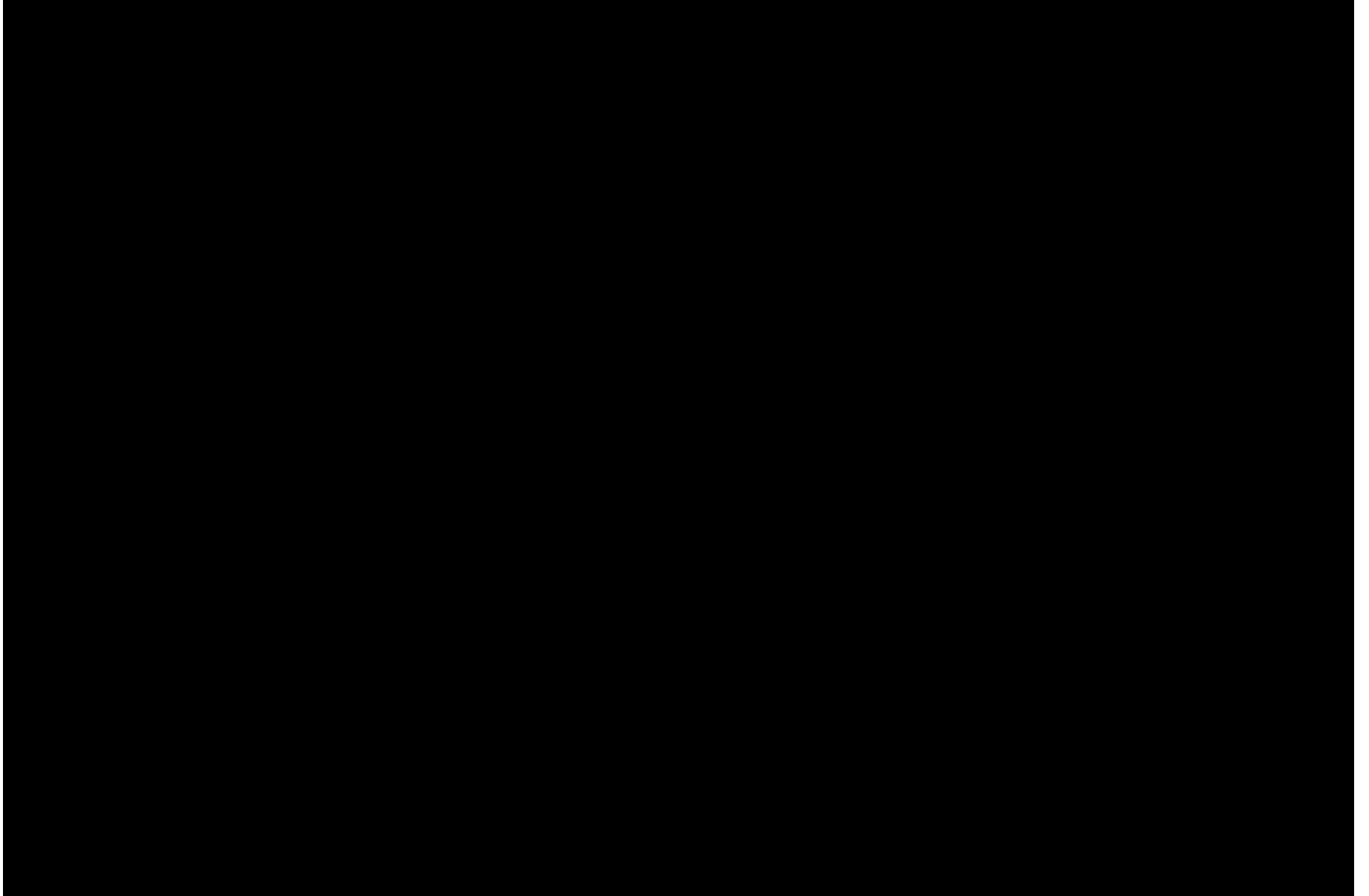
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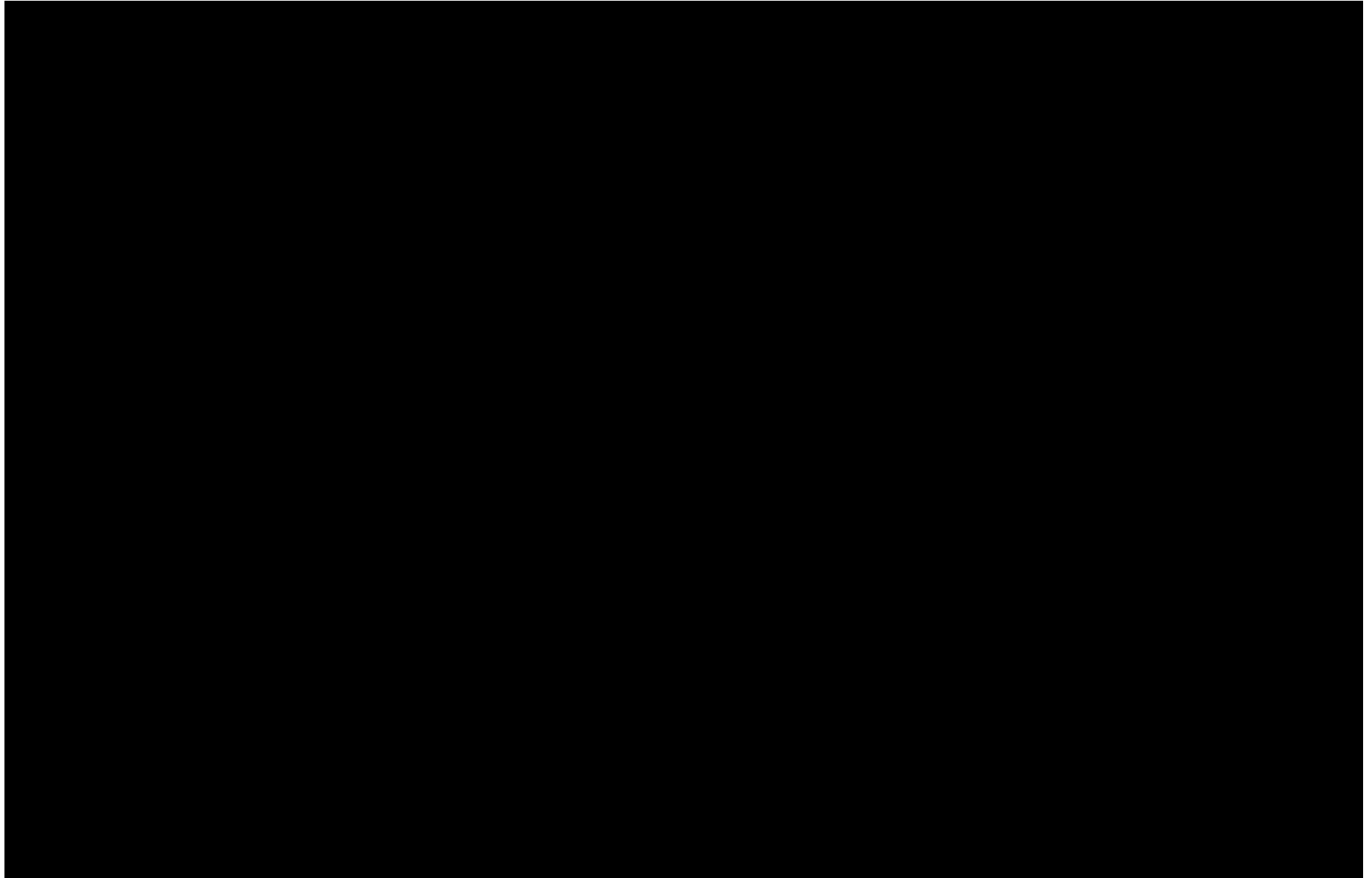
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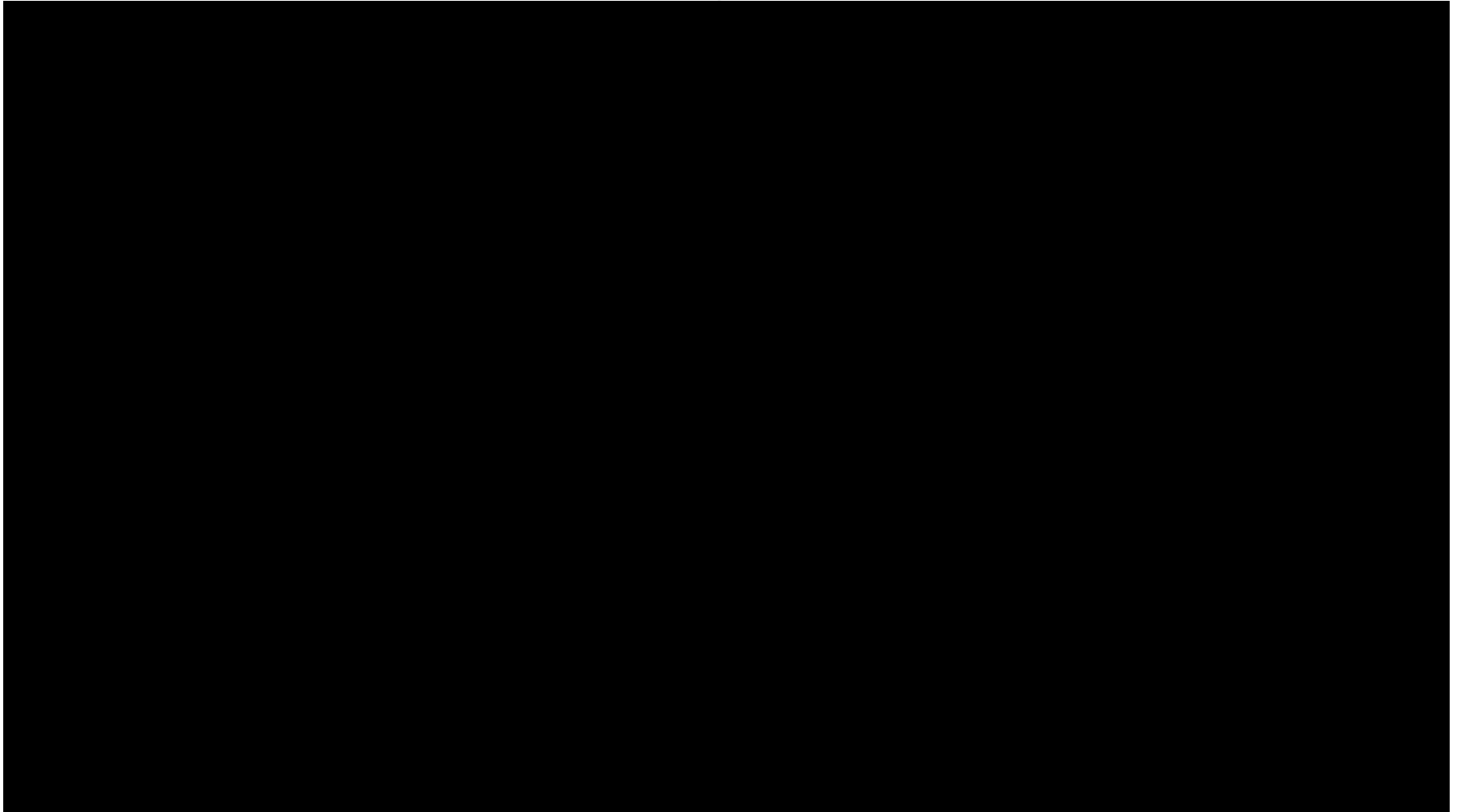
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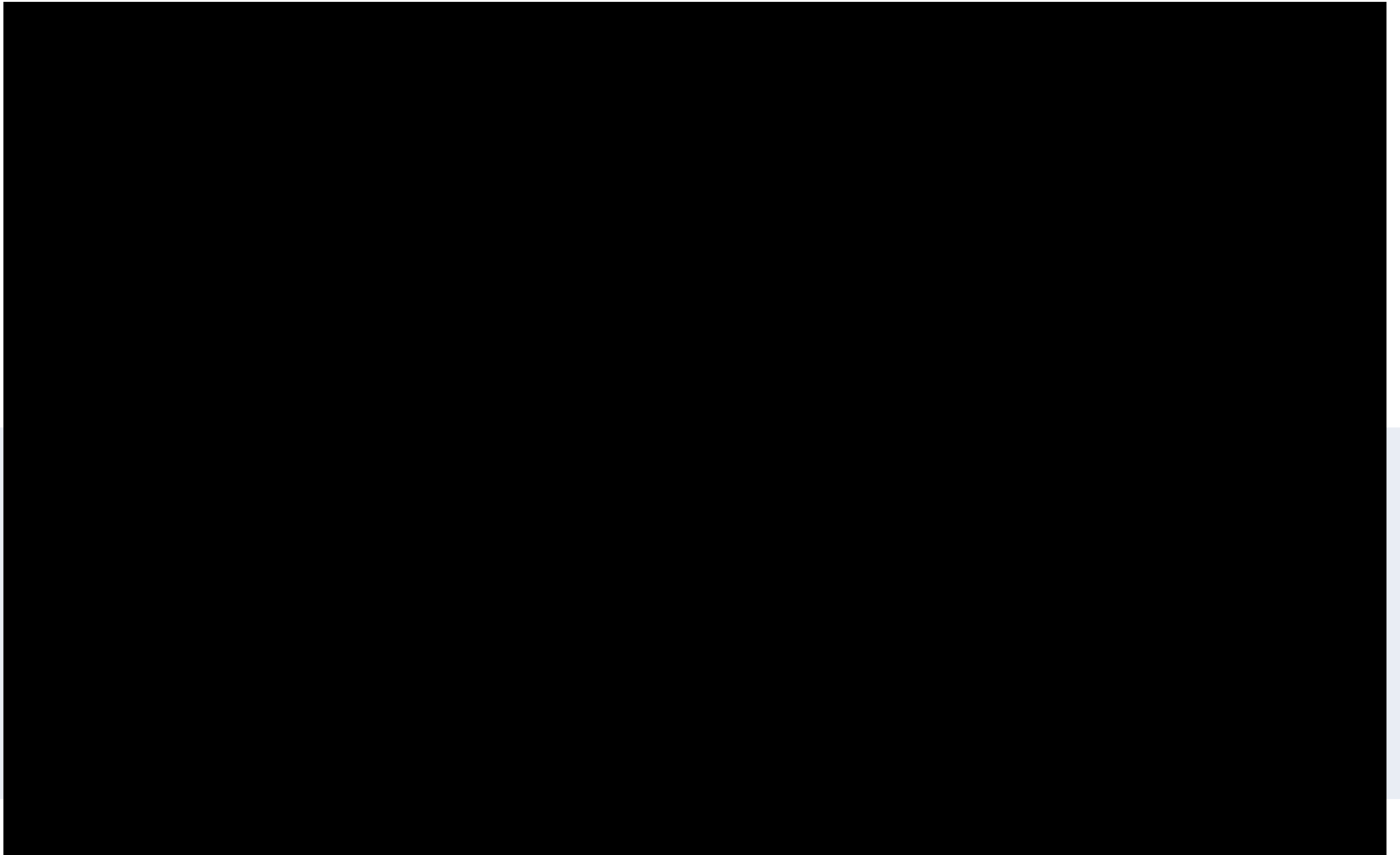
Rate Calculation Examples



Rate Calculation Examples



Reporting Example



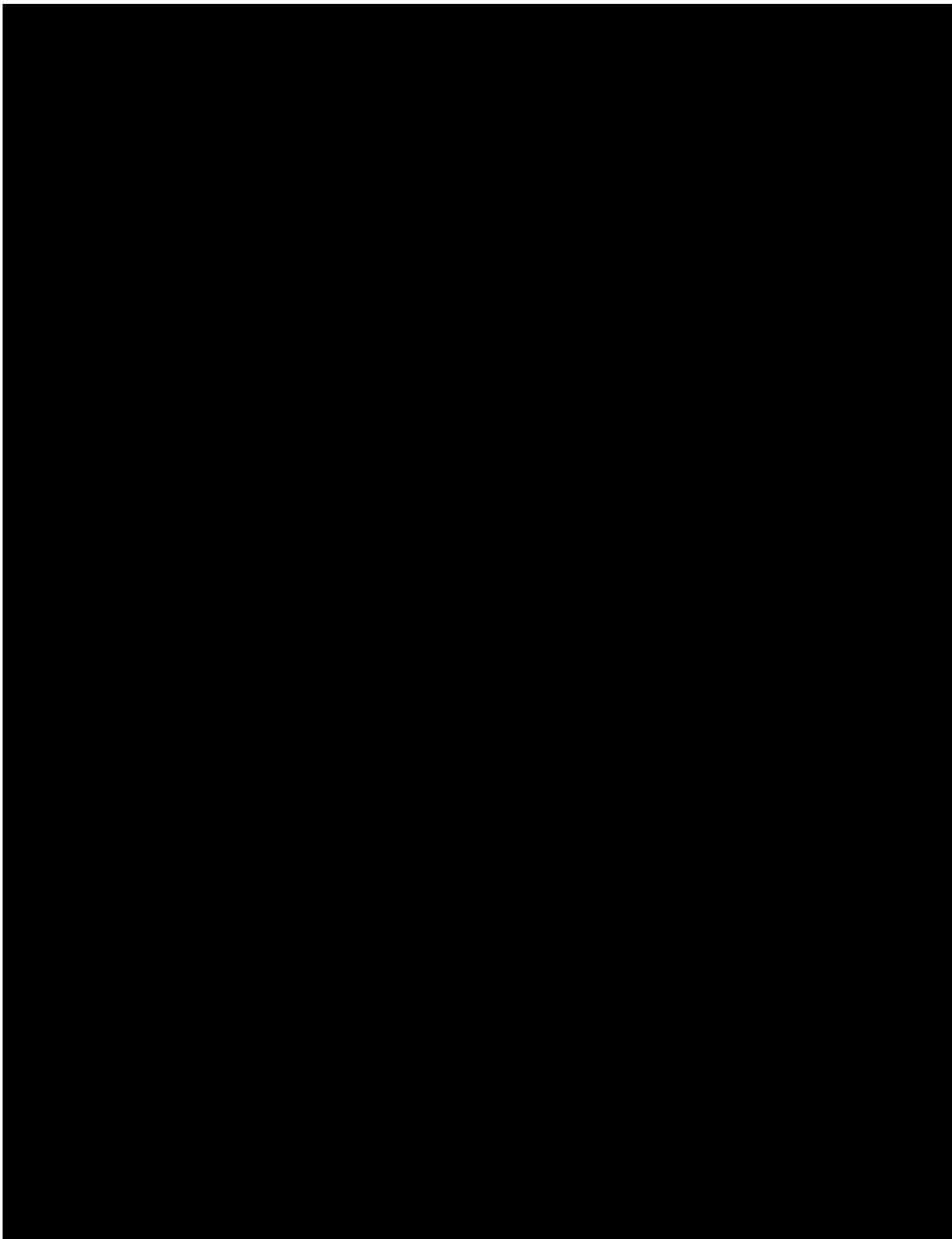
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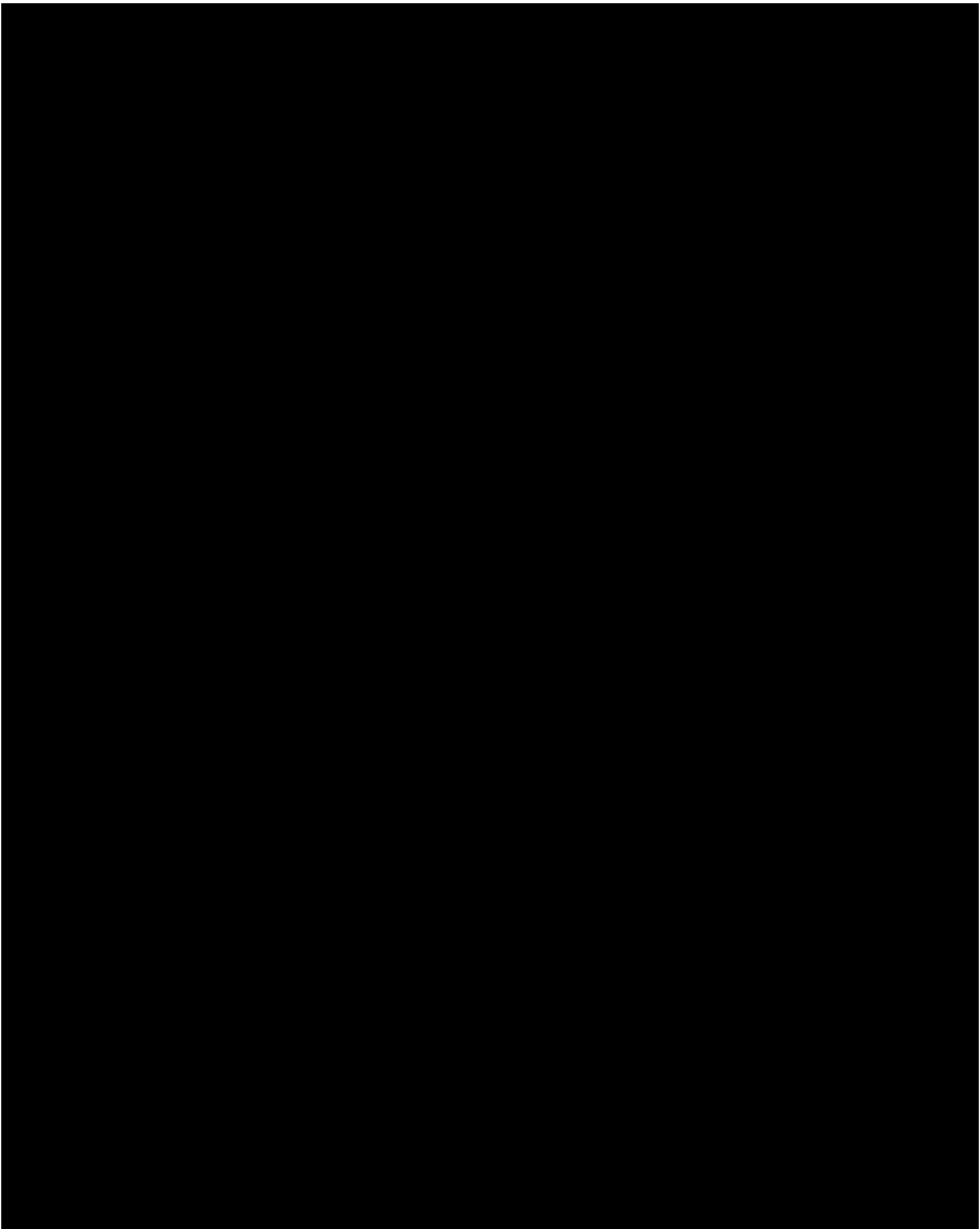
Everyday Energy, LLC

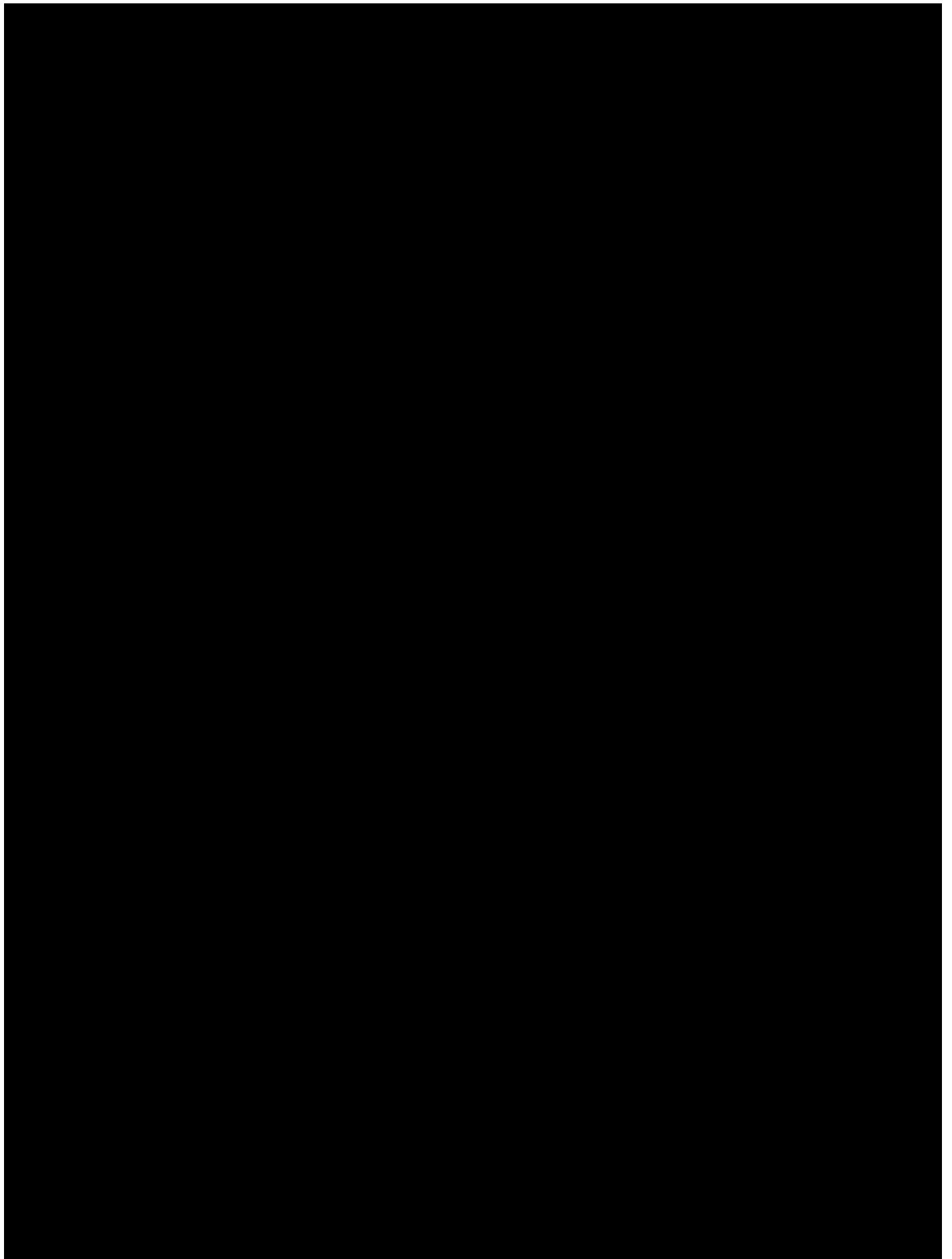
Energy Service Company (ESCO) Revised Application

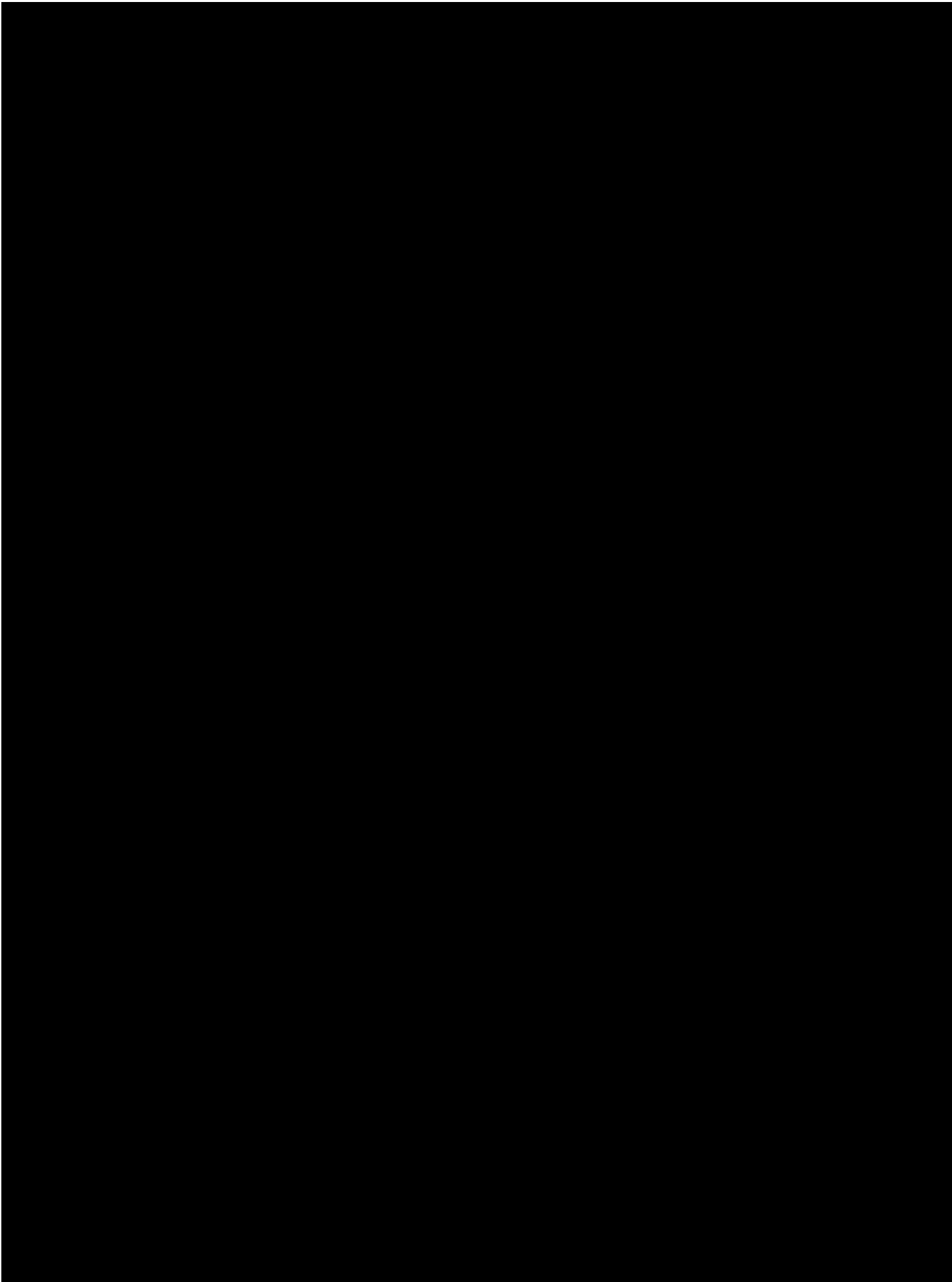
Attachment 5

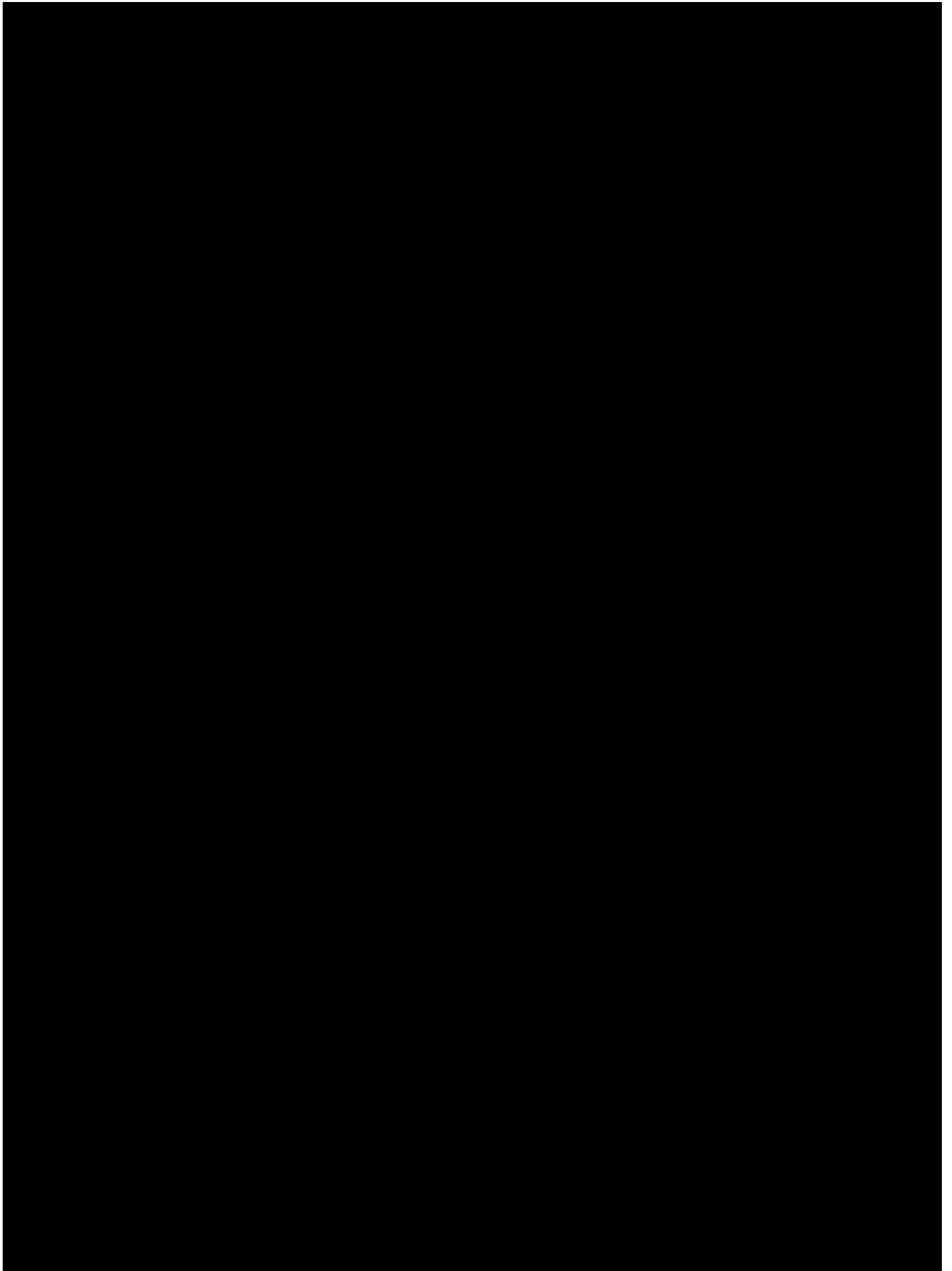
Third Party Verification (TPV) Script

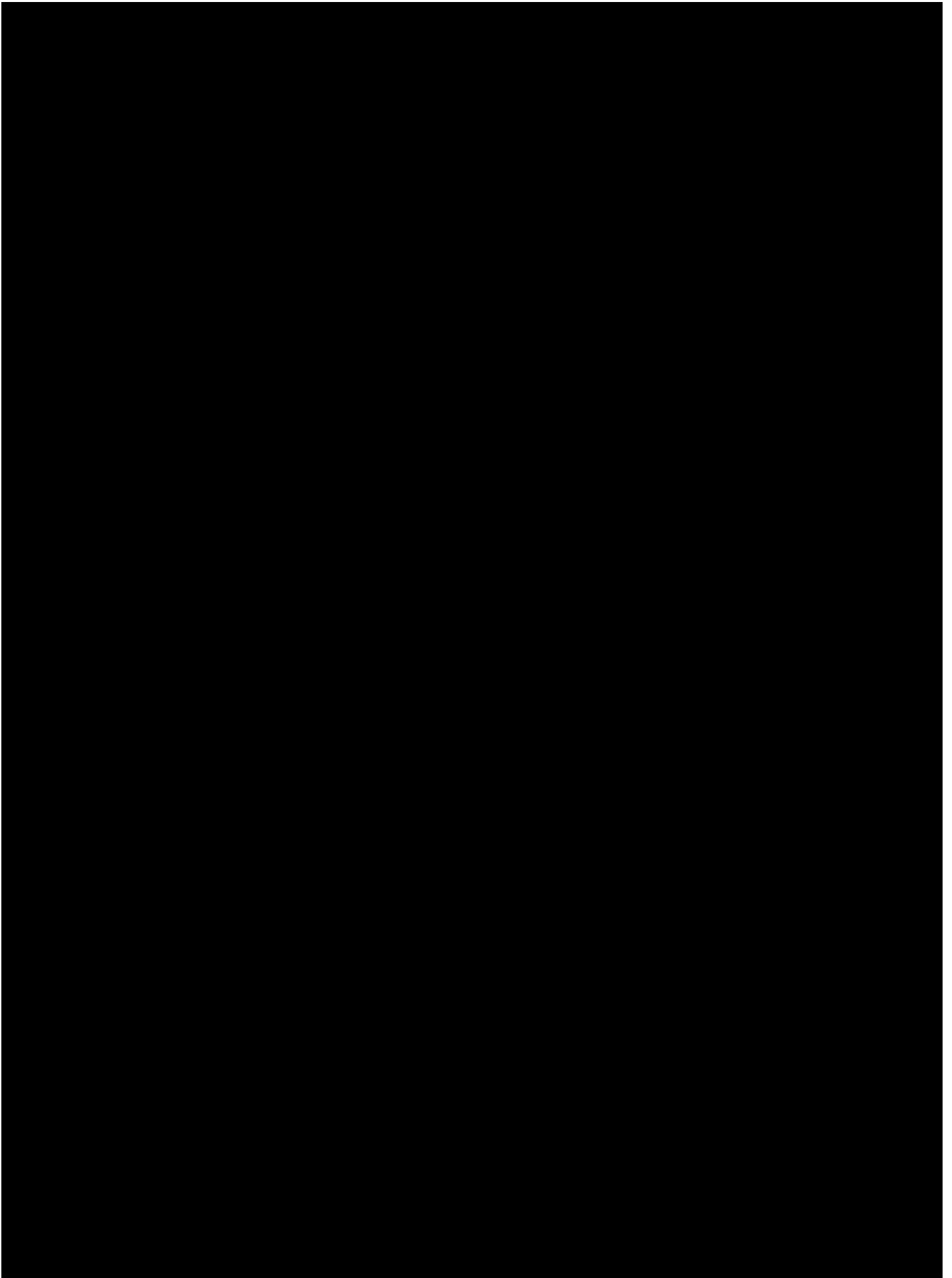












Everyday Energy, LLC

Energy Service Company (ESCO) Revised Application

Attachment 7

Sample(s) of your billing format(s)

Everyday Energy, LLC

Energy Service Company (ESCO) Revised Application

Attachment 15

List and describe any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the 24 months prior to the application, and actions taken by the applicant in response to the incident. ESCOs also shall provide specific policies and procedures addressing how they intend to secure customer data

The Applicant has not had any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the past 24 months prior to this application.

The Applicant currently abides by the data security agreement as required by the utilities in New York and is able to provide each Data Security Agreement for upon request.

DATA SECURITY AGREEMENT

This Data Security Agreement (“Agreement”) effective _____, is made and entered into this ____ day of __, 20__ by and between New York State Electric & Gas Corporation with offices at James A Carrigg Center, 18 Link Dr., PO Box 5224 Binghamton, NY 13902 (“Utility”) and _____, an Energy Service Entity (“ESE”) with offices at _____; and together with Utility the (“Parties” and each, individually, a “Party”).

RECITALS

WHEREAS, ESE desires to have access to Confidential Customer Utility Information, or the New York State Public Commission (“Commission”) has ordered Utility to provide to ESE customer information; and

WHEREAS, ESE has obtained consent¹ from all customers from whom the ESE intends to obtain information from Utility; and

WHEREAS, ESE may utilize a third party to fulfill its Service obligations, including but not limited to, Electronic Data Interchange (“EDI”) communications with Utility, data collection or analysis, or billing; and

WHEREAS, ESE utilization of a third party provider does not relieve ESE of their transactional obligation; and

WHEREAS, Utility and ESE also desire to enter into this Agreement to establish, among other things, the full scope of ESE’s obligations of security and confidentiality with respect to the Confidential Customer Utility Information in a manner consistent with the orders, rules and regulations of the Commission and requirements of Utility, as well as the obligations of the Utility under this Agreement; and

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.

- a. “Confidential ESE Information” means information that ESE is: (A) required by the Uniform Business Practices (“UBP”), DERS UBP (“UBP DERS”) or Commission order or rule to receive from the end use customer and provide to Utility to enroll the customer or (B) any other information provided by ESE to Utility and marked confidential by the ESE, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such

¹ Customer consent is not obtained by the ESE when Green Button Connect (GBC) is utilized as the data sharing mechanism.

source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.

- b. “Confidential Customer Utility Information” means information that Utility is: (A) required by the UBP at Section 4: Customer information (C)(2), (3) or UBP DERS at Section 2C: Customer Data (C)(2), to provide to ESE or (B) any other information provided to ESE by Utility and marked confidential by the Utility at the time of disclosure, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.
- c. “Confidential Information” means, collectively, Confidential Customer Utility Information or Confidential ESE Information.
- d. “Cybersecurity and Data Privacy Protections” refer to controls addressing the risk to IT systems and data. These cybersecurity requirements are applicable to ESE or its Third-Party Representative that electronically exchange Confidential Customer Utility Information, not including by email, with Utility. These controls also implement and address the risk of improper access, or misuse, of Confidential Customer Utility Information. The data privacy protections are required of any ESE that process Confidential Customer Utility Information
- e. “Data Protection Requirements” means, collectively, (A) all national, state, and local laws, regulations, or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to ESE or its Representative’s Processing of Confidential Customer Utility Information; (B) industry best practices or frameworks to secure information, computer systems, network, and devices using a defense-in-depth approach, such as and including, but not limited to, NIST SP 800-53, ISO 27001 / 27002, COBIT, CIS Security Benchmarks, Top 20 Critical Controls as best industry practices and frameworks may evolve over time; and (C) the Commission rules, regulations, and guidelines relating

to data access, Cybersecurity and Data Privacy Protection, including the Commission-approved UBP and UBP DERS. Subject to the above, The ESE will determine and implement the necessary Cybersecurity and Data Privacy Protections to be in compliance with the Commission's Order Establishing Minimum Cybersecurity and Data Privacy Protections and Making Other Findings in Cases 18-M-0376, 15-M-0180 and 98-M-1343 at page49 issued and effective October 17, 2019.

- f. "Data Security Incident" means a situation when Utility or ESE reasonably believes that there has been: (A) the loss or misuse (by any means) of Confidential Information; (B) the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Confidential Information, or Private Information as defined by GBL § 899-aa, computer systems, network and devices used by a business; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Information, or (D) any material breach of any Data Protection Requirements in relation to the Processing of Confidential Information, including by any current or former Representatives.
- g. "DER Supplier" or "DERS" has the meaning set forth in the UBP DERS approved by the Commission and as it may be amended from time to time, which is "[a] supplier of one or more DERs that participates in a Commission authorized and/or utility or DSP-operated program or market. DERS may choose to provide DERs as standalone products or services, or may choose to bundle them with energy commodity. CDG Providers and On-Site Mass Market DG Providers are included within the definition of DERS. Entities which sell both DERs and energy commodity are both DERS and ESCOs."
- h. "Direct Customer" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "An entity that purchases and schedules delivery of electricity or natural gas for its own consumption and not for resale. A customer with an aggregated minimum peak connected load of 1 MW to a designated zonal service point qualifies for direct purchase and scheduling of electricity provided the customer complies with NYISO requirements. A customer with annual usage of a minimum of 3,500 dekatherms of natural gas at a single service point qualifies for direct purchase and scheduling of natural gas."
- i. "ESCO" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "An entity eligible to sell electricity and/or natural gas to end-use customers using the transmission or distribution system of a utility. ESCOs may perform other retail service functions."
- j. "ESE" means any entity (including, but not limited to, ESCOs, Direct Customers, DERS, and contractors of such entities with an electronic connection to the Utility other than by email) that provides energy or performs

an energy related service and is seeking access to Confidential Customer Utility Information.

- k. "Green Button Connect" or "GBC" provides a set of standards for allowing interoperable communications of energy usage and billing information between utilities and ESEs.
- l. "PSC" or "Commission" shall have the meaning attributed to it in the Recitals.
- m. "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Confidential Information or Utility Data, whether it be by physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.
- n. "Third-Party Representatives" or "Representatives" means those agents acting on behalf of ESEs that are contractors or subcontractors and that store, transmit or process Confidential Customer Utility Information. For the avoidance of doubt, Third-Party Representatives do not include ESEs and their members, directors, officers or employees who need to know Confidential Customer Utility Information for the purposes of providing Services.
- o. "Services" mean any assistance in the competitive markets provided by ESEs to end use customers or ESCOs, Direct Customers or DERS that also require interaction with a Utility, including but not limited to the electronic exchange of information with a Utility, and must be provided in accordance with Commission Orders, the UBP or UBP DERS, where applicable. Commission Orders, the UBP or the UBP DERS may not apply to Third Party Representatives that are not electronically interconnected with a utility other than by email.
- p. "Utility Data" means data held by Utility, whether produced in the normal course of business or at the request of ESE.

2. **Scope of the Agreement.** This Agreement shall govern the Cybersecurity and Data Privacy Protections of ESEs that electronically receive or exchange customer information, other than email, from a direct connection with the Utility IT systems and the privacy protections that apply to Confidential Information disclosed to ESE or to which ESE is given access by Utility, including all archival or back-up copies of the Confidential Information held or maintained by ESE (or its Representatives) and Confidential ESE Information. No financial information, other than billing information, will be provided pursuant to this Agreement. If any information is inadvertently sent to ESE or Utility, ESE or Utility will immediately notify the Utility/ESE and destroy any such information in the appropriate manner.

3. **ESE Compliance with all Applicable Commission Uniform Business Practices.** The Parties agree that the Commission's UBP and UBP DERS set forth rules governing the protection of Confidential Customer Utility Information and electronic exchange of information between the Parties, including but not limited to EDI.
4. **Customer Consent.** The Parties agree that the UBP, UBP DERS, Federal, State and local laws, and the orders, rules and regulations of the Commission govern an ESE's obligation to obtain informed consent from all customers before ESE requests Confidential Customer Utility Information from Utility. The ESE agrees to comply with the UBP, UBP DERS (when applicable), Federal, State and local laws, the orders, rules and regulations of the Commission, and the Utility's tariffs regarding customer consent.
5. **Provision of Information.** Utility agrees to provide to ESE or its Third-Party Representatives, certain Confidential Customer Utility Information, as requested, provided that: (A) if the utility has identified a potential Cybersecurity or Data Privacy Protection issue ESE (and its Third-Party Representatives with an electronic connection to the utility other than by email) are in compliance with the terms of this Agreement in all material respects; (B) if required by Utility due to the identification of a potential or actual Data Security Incident, ESE shall undergo an audit, at the ESE's expense³; (C) ESE (and its Third-Party Representatives with an electronic connection to the utility other than by email) shall have and maintain throughout the term, systems and processes in place and as detailed in the Self Assessment to protect utility IT systems, Data Privacy Protections and Confidential Customer Utility Information. Provided the foregoing prerequisites have been satisfied, ESE shall be permitted access to Confidential Customer Utility Information and/or Utility shall provide such Confidential Customer Utility Information to ESE. Nothing in this Agreement will be interpreted or construed as granting either Party any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right or any right to assert any lien over or right to withhold from the other Party any Data and/or Confidential Information of the other Party. Utility will comply with the security requirements set forth in its Assessment.
6. **Confidentiality.** ESE shall: (A) hold all Confidential Customer Utility Information in strict confidence pursuant to the UBP or UBP DERS and Commission's orders and rules; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential Customer Utility Information to any Third-Party Representatives, or affiliates, except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential Customer Utility Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit

³ An audit related to a Data Security Incident is used to verify that the necessary Cybersecurity and Data Privacy Protections are in place for the utility to provide certain Confidential Customer Utility Information to the ESE or its Third-Party Representatives with an electronic connection to the utility, other than by email. The same audit requirements will apply as in Section 9. However, the ESE will be responsible for the cost of the audit in order to be re-authorized to receive data from the utility.

reproduction of Confidential Customer Utility Information; (E) store Confidential Customer Utility Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Customer Utility Information under the provisions hereof; and (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential Customer Utility Information as ESE employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care. At all times, Utility shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Customer Utility Information are being observed and ESE shall be obligated to promptly provide Utility with the requested assurances. An ESE may provide Confidential Customer Utility Information to a Third-Party representative without a direct electronic connection with the Utility, to assist the ESE in providing permitted Services, but an ESE utilizing such Third party Representative shall be solely responsible and fully liable for the actions of the Third Party Representative.

Utility shall: (A) hold all Confidential ESE Information in strict confidence; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential ESE Information to any other person or entity except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential ESE Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit reproduction of Confidential ESE Information; (E) store Confidential ESE Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential ESE Information under the provisions hereof; (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential ESE Information as Utility employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (G) to the extent required by ESE, each Third Party Representative with a need to know the Confidential ESE Information shall sign the Third-Party Representative Agreement set forth as Exhibit B to this Agreement. At all times, ESE shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential ESE Information are being observed and Utility shall be obligated to promptly provide ESE with the requested assurances.

This Section 6 supersedes prior data security agreements between the Parties pertaining to Confidential Information.

7. Exceptions Allowing ESE to Disclose Confidential Customer Utility Information.

- a. **Disclosure to Representatives.** Notwithstanding the provisions of Section 6 herein, the Parties may disclose Confidential Information to their Third-Party Representatives who have a legitimate need to know or use such Confidential Customer Utility Information for the purposes of providing Services in accordance with the UBP, UBP DERS and Commission orders and rules,

provided that each such Third-Party Representative first is advised by the disclosing Party of the sensitive and confidential nature of such Confidential Customer Utility Information. Notwithstanding the foregoing, the ESE shall be liable for any act or omission of its Third-Party Representative, including without limitation, those acts or omissions that would constitute a breach of this Agreement.

- b. **Disclosure if Legally Compelled.** Notwithstanding anything herein, in the event that a Party or any of its Third-Party Representatives receives notice that it has, will, or may become compelled, pursuant to applicable law or regulation or legal process to disclose any Confidential Information (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within one (1) business day, notify the other Party, orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, the Parties shall have the right to consult and the Parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information that must be disclosed. The Parties shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information that must be disclosed. In any event, the Party and its Third-Party Representatives shall disclose only such Confidential Information which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by the Party) and the Party and its Third-Party Representatives shall use all reasonable efforts to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment.

- 8. **Return/Destruction of Information.** Within thirty (30) days after Utility's written demand, ESE shall (and shall cause its Third-Party Representatives to) cease to access and Process Confidential Customer Utility Information and shall at the Utility's option: (A) return such Confidential Customer Utility Information to Utility in such manner, format, and timeframe as reasonably requested by Utility or, if not so directed by Utility, (B) shred, permanently erase and delete, degauss or otherwise modify so as to make unreadable, unreconstructible and indecipherable ("Destroy") all copies of all Confidential Customer Utility Information (including any and all extracts, compilations, studies, or other documents based upon, derived from, or containing Confidential Customer Utility Information) that has come into ESE's or its Third-Party Representatives' possession, including Destroying Confidential Customer Utility Information from all systems, records, archives, and backups of ESE and its Third-Party Representatives, and all subsequent access, use, and Processing of the Confidential Customer Utility Information by ESE and its Third-Party Representatives shall cease, provided any items required to be maintained by governmental administrative rule or law or necessary for legitimate business or legal needs will not be destroyed until permitted and will remain subject

to confidentiality during the retention period. A Utility making a written demand of an ESE for the return or destruction of Confidential Customer Utility Information will specify the reason for the demand. ESE agrees that upon a customer revocation of consent, ESE warrants that it will no longer access through Utility Confidential Customer Utility Information and that it will Destroy any Confidential Customer Utility Information in its or its Third-Party Representative's possession. Notwithstanding the foregoing, ESE and its Third-Party Representatives shall not be obligated to erase Confidential Customer Utility Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that ESE and its Third-Party Representatives shall: (1) not have experienced an actual Data Security Incident; (2) maintain Cybersecurity and Data Privacy Protections to limit access to or recovery of Confidential Customer Utility Information from such computer backup system and; (3) keep all such Confidential Customer Utility Information confidential in accordance with this Agreement. ESE shall, upon request, certify to Utility that the destruction by ESE and its Third-Party Representatives required by this Section has occurred by (A) having a duly authorized officer of ESE complete, execute, and deliver to Utility a certification and (B) obtaining substantially similar certifications from its Third-Party Representatives and maintaining them on file. Compliance with this Section 8 shall not relieve ESE from compliance with the other provisions of this Agreement. The written demand to Destroy or return Confidential Customer Utility Information pursuant to this Section may occur if the ESE has been decertified pursuant to the UBP or UBP DERS, the Utility has been notified of a potential or actual Data Security Incident and Utility has a reasonable belief of potential ongoing harm or the Confidential Customer Utility Information has been held for a period in excess of its retention period. The obligations under this Section shall survive any expiration or termination of this Agreement. Subject to applicable federal, state and local laws, rules, regulations and orders, at ESE's written demand and termination of electronic exchange of data with Utility, Utility will Destroy or return, at ESE's option, Confidential ESE Information.

9. **Audit.** Upon thirty (30) days notice to ESE, ESE shall permit an auditor selected by the Utility through a competitive solicitation and agreed ("CSA") to by the ESE to audit and inspect, at Utility's sole expense (except as otherwise provided in this Agreement), and provided that the audit may occur no more often than once per twelve (12) month period (unless otherwise required by Utility's regulators). The audit may include (A) the facilities of ESE and ESE's Third-Party Representatives where Confidential Customer Utility Information is Processed by or on behalf of ESE; (B) any computerized or paper systems used to Process Confidential Customer Utility Information; and (C) ESE's security practices and procedures, facilities, resources, plans, procedures, and books and records relating to the privacy and security of Confidential Customer Utility Information. Such audit rights shall be limited to verifying ESE's compliance with this Agreement, including all applicable Data Protection Requirements. If the ESE provides a SOC II report or its equivalent to the Utility, or commits to complete an independent third-party audit of ESE's compliance with this Agreement acceptable to the Utility at ESE's sole expense, within one hundred eighty (180) days, no audit by an auditor selected by

the Utility through a CSA and conducted at Utility's sole expense is necessary absent a Data Security Incident. Any audit must be subject to confidentiality and non-disclosure requirements set forth in Section 6 of this Agreement. The auditor will audit the ESE's compliance with the required Cybersecurity and Data Privacy Protections and provide those results to the utility and ESE. The audit report sent to the utility shall not include any ESE confidential information, it will simply provide an assessment as to the ESE's compliance with the terms of this agreement. In the event of a "failed" audit dispute, the dispute resolution processes outlined in the UBP can be utilized or a complaint can be brought to the Department of Public Service's Office of Consumer Services Staff. Utility shall provide ESE with a report of the findings as a result of any audit carried out by an auditor selected by a CSA. ESE shall, within thirty (30) days, or within a reasonable time period agreed upon in writing between the ESE and Utility, correct any deficiencies identified in the audit, and provide the SOC II audit report or its equivalent or the report produced by the independent auditor at ESE expense to the Utility and provide a report regarding the timing and correction of identified deficiencies to the Utility.

10. **Investigation.** Upon notice to ESE, ESE shall assist and support Utility in the event of an investigation by any regulator or similar authority, if and to the extent that such investigation relates to Confidential Customer Utility Information Processed by ESE on behalf of Utility. Such assistance shall be at Utility's sole expense, except where such investigation was required due to the acts or omissions of ESE or its Representatives, in which case such assistance shall be at ESE's sole expense.
11. **Data Security Incidents.** ESE is responsible for any and all Data Security Incidents involving Confidential Customer Utility Information that is Processed by, or on behalf of, ESE. ESE shall notify Utility in writing immediately (and in any event within forty-eight (48) hours) whenever ESE reasonably believes that there has been a Data Security Incident. After providing such notice, ESE will investigate the Data Security Incident, and immediately take all necessary steps to eliminate or contain any exposure of Confidential Customer Utility Information and keep Utility advised of the status of such Data Security Incident and all matters related thereto. ESE further agrees to provide, at ESE's sole cost: (1) reasonable assistance and cooperation requested by Utility and/or Utility's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident; (2) and/or the mitigation of any damage, including any notification required by law or that Utility may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Incident; and (3) and/or the provision of any credit reporting service required by law or that Utility deems appropriate to provide to such individuals. In addition, within thirty (30) days of confirmation of a Data Security Incident, ESE shall develop and execute a plan, subject to Utility's approval, which approval will not be unreasonably withheld, that reduces the likelihood of a recurrence of such Data Security Incident. ESE agrees that Utility may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Agreement if a Data Security Incident occurs and it has a reasonable belief of potential ongoing

harm. Any suspension made by Utility pursuant to this paragraph 11 will be temporary, lasting until the Data Security Incident has ended, the ESE security has been restored to the reasonable satisfaction of the Utility so that Utility IT systems and Confidential Customer Utility Information are safe and the ESE is capable of maintaining adequate security once electronic communication resumes. Actions made pursuant to this paragraph, including a suspension will be made, or subject to dispute resolution and appeal as applicable, pursuant to the UBP or UBP DERS processes as approved by the Commission.

12. No Intellectual Property Rights Granted. Nothing in this Agreement shall be construed as granting or conferring any rights, by license, or otherwise, expressly, implicitly, or otherwise, under any patents, copyrights, trade secrets, or other intellectual property rights of Utility, and ESE shall acquire no ownership interest in the Confidential Customer Utility Information. No rights or obligations other than those expressly stated herein shall be implied from this Agreement.

13. Additional Obligations.

a. ESE shall not create or maintain data which are derivative of Confidential Customer Utility Information except for the purpose of performing its obligations under this Agreement, as authorized by the UBP or UBP DERS, or as expressly authorized by the customer, unless that use violates Federal, State, and local laws, tariffs, rules, and regulations. For purposes of this Agreement, the following shall not be considered Confidential Customer Utility Information or a derivative thereof: (i) any customer contracts, customer invoices, or any other documents created by ESE that reference estimated or actual measured customer usage information, which ESE needs to maintain for any tax, financial reporting or other legitimate business purposes consistent with the UBP or UBP DERS; and (ii) Data collected by ESE from customers through its website or other interactions based on those customers' interest in receiving information from or otherwise engaging with ESE or its partners.

b. ESE shall comply with all applicable privacy and security laws to which it is subject, including without limitation all applicable Data Protection Requirements and not, by act or omission, place Utility in violation of any privacy or security law known by ESE to be applicable to Utility.

c. ESE shall have in place appropriate and reasonable processes and systems, including an Information Security Program, defined as having completed an accepted Attestation as reasonably determined by the Utility in its discretion, to protect the security of Confidential Customer Utility Information and protect against a Data Security Incident, including, without limitation, a breach resulting from or arising out of ESE's internal use, processing, or other transmission of Confidential Customer Utility Information, whether between or among ESE's Third-Party Representatives, subsidiaries and affiliates or any other person or entity acting on behalf of ESE, including without limitation Third-Party Representatives. The Utility's determination is subject to the dispute resolution process under the UBP or UBP DERS.

- d. ESE and Utility shall safely secure or encrypt during storage and encrypt during transmission all Confidential Information, except that no encryption in transit is required for email communications.
 - e. ESE shall establish policies and procedures to provide reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a Data Security Incident involving Confidential Customer Utility Information Processed by ESE to the extent such request, complaint or other communication relates to ESE's Processing of such individual's Confidential Customer Utility Information.
 - f. ESE shall establish policies and procedures to provide all reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Confidential Customer Utility Information, data theft, or other unauthorized release of Confidential Customer Utility Information, disclosure of Confidential Customer Utility Information, or misuse of Confidential Customer Utility Information to the extent such request, complaint or other communication relates to ESE's accessing or Processing of such Confidential Customer Utility Information.
 - g. ESE will not process Confidential Customer Utility Information outside of the United States or Canada absent a written agreement with Utility. For the avoidance of doubt, Confidential Customer Utility Information stored in the United States or Canada, or other countries as agreed upon in writing will be maintained in a secure fashion at a secure location pursuant to the terms and conditions of this Agreement.
- 14. Specific Performance.** The Parties acknowledge that disclosure or misuse of Confidential Customer Utility Information in violation of this Agreement may result in irreparable harm to Utility, the amount of which may be difficult to ascertain and which may not be adequately compensated by monetary damages, and that therefore Utility shall be entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Agreement. Utility's right to such relief shall be in addition to and not to the exclusion of any remedies otherwise available under this Agreement, at law or in equity, including monetary damages, the right to terminate this Agreement for breach and the right to suspend in accordance with the UBP, UBP DERS and the Commission's rules and orders the provision or Processing of Confidential Customer Utility Information hereunder. ESE agrees to waive any requirement for the securing or posting of any bond or other security in connection with Utility obtaining any such injunctive or other equitable relief.
- 15. Indemnification.** To the fullest extent permitted by law, ESE shall indemnify and hold Utility, its affiliates, and their respective officers, directors, trustees, shareholders, employees, and agents, harmless 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, the breach or non-compliance with this Agreement by ESE or any of its Third-Party Representatives except to the extent that the loss, cost, damage or expense is caused by the negligence, gross negligence or willful misconduct of Utility.

- 16. Notices.** With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion shall be sent by means of Express Mail through the U.S. Postal Service or other nationally recognized courier service which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to ESE, to:

ESE Name:
Name of Contact:
Address:
Phone:
Email:

If to Utility, to:

Utility Name: New York State Electric & Gas Corporation
Name of Contact: Supplier Relations
Address: James A Carrigg Center, 18 Link Dr.
PO Box 5224
Binghamton NY 13902
Email: supplier_relations@rge.com

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

- 17. Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated in accordance with the provisions of the service agreement, if any, between the Parties or the UBP or UBP DERS and upon not less than thirty (30) days' prior written notice specifying the effective date of termination, provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination. Utility may terminate this Agreement if the ESE is decertified under Commission Orders, the UBP or DER UBP, where applicable, has not served customers for two (2) years, or has not had

electronic communication, other than by email, with Utility for one (1) year. Further, Utility may terminate this Agreement immediately upon notice to ESE in the event of a material breach hereof by ESE or its Third-Party Representatives. For the purpose of clarity, a breach of Sections 3-4, 6-11, 12, 13, 15, and 23 shall be a material breach hereof. The Breaching Party will provide the non-breaching Party with a written description and notice of material breach. Upon the expiration or termination hereof, neither ESE nor its Third-Party Representatives shall have any further right to Process Confidential Customer Utility Information or Customer Information, unless the customer has given written or electronic consent to do so, and shall immediately comply with its obligations under Section 8 and the Utility shall not have the right to process Confidential ESE Information and shall immediately comply with its obligations under Section 8.

18. **Consent to Jurisdiction; Selection of Forum.** ESE irrevocably submits to the jurisdiction of the Commission and courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Agreement. ESE agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to ESE at the address for ESE pursuant to Section 11 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this Section, there would be no jurisdictional basis for such service. ESE agrees that service of process on it may also be made in any manner permitted by law. ESE consents to the selection of the New York State and United States courts within _____ County, New York as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Agreement. If the event involves all of the Utilities jurisdiction will be in Albany County, New York.
19. **Governing Law.** This Agreement shall be interpreted, and the rights and obligations of the Parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
20. **Survival.** The obligations of ESE under this Agreement shall continue for so long as ESE and/or ESE's Third-Party Representatives continue to have access to, are in possession of or acquire Confidential Customer Utility Information even if all Agreements between ESE and Utility have expired or been terminated.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.
22. **Amendments; Waivers.** Except as directed by the Commission, this Agreement may not be amended or modified except if set forth in writing signed by the Party against whom enforcement is sought to be effective. No forbearance by any Party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. Any waiver shall be effective only if in writing and signed by an authorized representative of

the Party making such waiver and only with respect to the particular event to which it specifically refers.

23. **Assignment.** This Agreement (and the Utility's or ESE's obligations hereunder) may not be assigned by Utility, ESE or Third-Party Representatives without the prior written consent of the non-assigning Party, and any purported assignment without such consent shall be void. Consent will not be unreasonably withheld.
24. **Severability.** Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
25. **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the entire Agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written Agreements or understandings with respect to such subject matter are merged herein. This Agreement may not be amended without the written Agreement of the Parties.
26. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of, and shall be binding solely upon, the Parties and their respective agents, successors, and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the Parties and the indemnified parties named herein, and no other party shall have any right, claim, or action as a result of this Agreement.
27. **Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or governmental action or order or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) which prevents such Party from performing under this Agreement and which such Party is unable to prevent or overcome after the exercise of reasonable diligence. For the avoidance of doubt a Data Security Incident is not a force majeure event.
28. **Relationship of the Parties.** Utility and ESE expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.
29. **Construction.** This Agreement shall be construed as to its fair meaning and not strictly for or against any party.
30. **Binding Effect.** No portion of this Agreement is binding upon a Party until it is executed on behalf of that Party in the space provided below and delivered to the other Party. The Utility shall execute and deliver a signed original copy of this

Agreement to the ESE within five (5) business days of receiving an executed Agreement with a complete SA, if the ESE has an electronic interconnection with the utility other than by email, from the ESE. Prior to such execution and delivery by the Parties, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a “draft” document, shall have any binding effect on a Party.

[signature page follows]

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

UTILITY

New York State Electric & Gas Corporation

ESE

By: _____ By: _____

Name: Regina A. Hoffman Name: _____

Title: Manager, Supplier Relations Title: _____

Date: _____ Date: _____

SELF-ATTESTATION OF Cybersecurity Protections

Each Utility, for itself only, represents that for all information received from ESE, in response or pursuant to this Self-Attestation, that is marked CONFIDENTIAL by ESE (Confidential Self-Attestation Information) Utility shall: (A) hold such Confidential Self-Attestation Information in strict confidence; (B) not disclose such Confidential Self-Attestation Information to any other person or entity; (C) not Process such Confidential Self-Attestation Information outside of the United States or Canada; (D) not Process such Confidential Self-Attestation Information for any purpose other than to assess the adequate security of ESE pursuant to this Self-Attestation and to work with ESE to permit it to achieve adequate security if it has not already done so; (E) limit reproduction of such Confidential Self-Attestation Information; (F) store such Confidential Self-Attestation Information in a secure fashion at a secure location in the United States or Canada that is not accessible to any person or entity not authorized to receive such Confidential Self-Attestation Information under the provisions hereof; (G) otherwise use at least the same degree of care to avoid publication or dissemination of such Confidential Self-Attestation Information as Utility employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care.

The Cybersecurity protections listed below are required before ESEs will be allowed access to Utility IT systems or electronically exchange Confidential Customer Utility Information with Utility.

This SELF-ATTESTATION OF INFORMATION SECURITY CONTROLS (“Attestation”), is made as of this _____ day of _____, 20____ by _____, an ESE to Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc., Central Hudson Gas & Electric Corporation, National Fuel Gas Distribution Corporation, The Brooklyn Union Gas Company d/b/a National Grid NY, KeySpan Gas East Corporation d/b/a National Grid, and Niagara Mohawk Power Corporation d/b/a National Grid, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation (together, the New York State Joint Utilities or “JU”).

WHEREAS, ESE desires to obtain or retain access to Utility IT systems and electronically exchange Confidential Customer Utility Information⁴ (as defined in this Data Security Agreement) with Utility, ESE must THEREFORE self-attest to ESE's compliance with the Cybersecurity Protections ("Requirements") as listed herein. ESE acknowledges that non-compliance with any of the Requirements may result in the termination of utility data access as per the discretion of any of the JU, individually as a Utility or collectively, in whole or part, for its or their system(s). Any termination process will proceed pursuant to the Uniform Business Practices or Distributed Energy Resources Uniform Business Practices.

- _____ An Information Security Policy is implemented across the ESE's corporation which includes officer level approval.
- _____ An Incident Response Procedure is implemented that includes notification within 48 hours of knowledge of a potential incident alerting utility when Confidential Customer Utility Information is potentially exposed, or of any other potential security breach.
- _____ Role-based access controls are used to restrict system access to authorized users and limited on a need-to-know basis.
- _____ Multi-factor authentication is used for all remote administrative access, including, but not limited to, access to production environments.
- _____ All production systems are properly maintained and updated to include security patches on a periodic basis. Where a critical alert is raised, time is of the essence, and patches will be applied as soon as practicable.
- _____ Antivirus software is installed on all servers and workstations and is maintained with up-to-date signatures.
- _____ All Confidential Customer Utility Information is encrypted in transit utilizing industry best practice encryption methods, except that Confidential Information does not need to be encrypted during email communications.

⁴ "Confidential Customer Utility Information" means information that Utility is: (A) required by the UBP at Section 4: Customer information (C)(2), (3) or UBP DERS at Section 2C: Customer Data (C)(2), to provide to ESE or (B) any other information provided to ESE by Utility and marked confidential by the Utility at the time of disclosure, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.

_____ All Confidential Customer Utility Information is secured or encrypted at rest utilizing industry best practice encryption methods, or is otherwise physically secured.

_____ It is prohibited to store Confidential Customer Utility Information on any mobile forms of storage media, including, but not limited to, laptop PCs, mobile phones, portable backup storage media, and external hard drives, unless the storage media or data is encrypted.

_____ All Confidential Customer Utility Information is stored in the United States or Canada only, including, but not limited to, cloud storage environments and data management services.

_____ ESE monitors and alerts their network for anomalous cyber activity on a 24/7 basis.

_____ Security awareness training is provided to all personnel with access to Confidential Customer Utility Information.

_____ Employee background screening occurs prior to the granting of access to Confidential Customer Utility Information.

_____ Replication of Confidential Customer Utility Information to non-company assets, systems, or locations is prohibited.

_____ Access to Confidential Customer Utility Information is revoked when no longer required, or if employees separate from the ESE or Third Party Representative.

Additionally, the attestation of the following item is requested, but is NOT part of the Requirements:

_____ ESE maintains an up-to-date SOC II Type 2 Audit Report, or other security controls audit report.

IN WITNESS WHEREOF, ESE has delivered accurate information for this Attestation as of the date first above written.

Signature: _____

Name: _____

Title: _____

Date: _____

Everyday Energy, LLC
Energy Service Company (ESCO) Revised Application

Attachment18

Procedures you will use to obtain customer's authorization for historic usage and credit information.

Procedures used to obtain authorization to access customer historical usage or credit information

Customer Authorization Process.

The distribution utility or MDSP shall provide information about a specific customer requested by Everyday Energy, LLC authorized by the customer to receive the information.

1. Everyday Energy, LLC shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. Everyday Energy, LLC shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that Everyday Energy, LLC obtained proper customer authorization if Everyday Energy, LLC is eligible to provide service and submits a valid information request.
3. Everyday Energy, LLC shall retain, for a minimum of two years or for the length of the sales agreement whichever is longer, verifiable proof of authorization for each customer. Verification records shall be provided by Everyday Energy, LLC, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of Everyday Energy, LLC.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access by Everyday Energy, LLC to information about the customer.
5. Everyday Energy, LLC and its agent shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to Everyday Energy, LLC¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to Everyday Energy, LLC.

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of Everyday Energy, LLC's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon Everyday Energy, LLC's request.

b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business

1. Upon enrollment of a customer, Everyday Energy, LLC shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. An ESCO issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.

2. *Customer Contact Information Set.* The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon Everyday Energy, LLC's request, consumption history for the customer's electric account and consumption history and/or¹ a gas profile for a gas account.

a. Consumption history² for an electric or gas account shall include:

1. Customer's service address;
2. Electric or gas account indicator;
3. Sales tax district used by the distribution utility;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class;
6. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
7. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;³ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
8. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

b. A gas profile for a gas account shall include:

1. Customer's service address;
2. Gas account indicator;
3. Sales tax district used by the distribution utility for billing;
4. Rate service class and subclass or rider, by account and by meter, where applicable;

-
1. If a distribution utility or MDSP offer a gas profile and consumption history, Everyday Energy, LLC may choose either option. A distribution utility or MDSP shall make available, upon request, class average load profiles for electric customers.
 2. A distribution utility or MDSP, in addition to EDI transmittal, may provide Web based access to customer history information.
 3. A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its Customer Contract Information Set.

5. Date of gas profile; and,
6. Weather normalization forecast of the customer's gas consumption for the most recent 12 months or life of the account, whichever is less, and the factors used to develop the forecast.

3. *Billing Determinant Information Set.* Upon acceptance of Everyday Energy, LLC's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicable¹:

- a. customer's service address, and billing address, if different;
- b. electric and/or gas account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric accounts only;
- i. life support equipment indicator;
- j. gas pool indicator, for gas accounts only;
- k. gas capacity/assignment obligation code;
- l. customer's location based marginal pricing zone, for electric accounts only; and,
- m. budget billing indicator.²

4. *Credit Information Set.* The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of Everyday Energy, LLC's electronic or written affirmation that the customer provided authorization for release of the information to Everyday Energy, LLC. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

1. As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.
2. This indicator is limited to 12 month levelized payment plans and does not include other payment plans.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon Everyday Energy, LLC or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for Everyday Energy, LLC's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

Unauthorized Information Release

Everyday Energy, LLC, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, Everyday Energy, LLC shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.