



**ELECTRIC RULE NO. 25**  
**RELEASE OF CUSTOMER DATA TO THIRD PARTIES**

Sheet 1

**I. APPLICABILITY**

The following rules apply to PG&E's automated, ongoing provisioning of energy related data,<sup>1</sup> henceforth referred to as "Customer Data," to customer-authorized third-parties using an electronic platform known as the Share My Data (SMD) <sup>2</sup>. The Customer Data available through this platform is specifically identified in PG&E's Form titled "Customer Information Service Request For Share My Data" (CISR-SMD) (Form 79-1186). This tariff rule governs PG&E and the following parties:

- 1. PG&E customers with open service agreements for electric service as a Bundled, Community Choice Aggregation (CCA), and Direct Access (DA) customer, and gas service as a Core End-Use and Noncore End-Use customer; and (T)
- 2. Third parties authorized by PG&E customers in a customer information release form (as designated on Form 79-1186) to receive Customer Data provided that the third parties comply with PG&E's Electric Rule 27 and are eligible pursuant to Section III below. A copy of Rule 27 may be found at PG&E.com. (T)

**II. CUSTOMER AUTHORIZATION/REVOCAION**

- A. **Customer Authorization:** Upon receipt of a completed, executed CISR-SMD and third party adherence to this Rule, PG&E shall make Customer Data available to eligible customer-authorized third parties within one to five days. (T)
- B. **Customer-Initiated Revocation of Authorization:** Customers may revoke a third party's authorization to receive Customer Data at any time. Upon receiving the revocation request, PG&E shall cease transmission of the Customer Data and shall notify the third party via electronic notification provided by the Third Party within one business day of the customer's revocation of authorization. (T)
- C. **Other Means of Revocation of Authorization:** Authorization for a third party to receive Customer Data may also be revoked automatically by the Commission pursuant to Section V below, or if a third party otherwise becomes ineligible for failure to meet the other requirements of Section V below.

<sup>1</sup> Additional data types may be available through this platform in the future.

<sup>2</sup> The Share My Data (SMD) platform was formally named Customer Data Access (CDA) platform. (N)

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**III. SERVICE OFFERING**

- A. **Availability of Data:** Customer-authorized third parties must retrieve the Customer Data for a given day five days of it being made available by the data custodian after which time that Customer Data may be removed. PG&E reserves the right to charge fees for re-transmission of Customer Data that third parties failed to retrieve in a timely manner. (T)
- B. **Description of Data:** At the customer's election, authorized third parties meeting the eligibility criteria in Section IV below shall electronically receive Customer Data in a data format consistent with national standards codified by and maintained at the North American Energy Standards Board (NAESB) known as the NAESB Energy Service Provider Interface (ESPI) Standard. PG&E shall update the data format available through the SMD platform to the extent the NAESB ESPI standards are modified from time to time. (T)
- C. **Data Updates:** PG&E will transmit Customer Data once per day after it becomes available. Customer Data transmitted at the end of each day is the most current information at that time and includes any data updates throughout the day. Customer Data that is updated will be provided to the third party subject to availability and consistent with PG&E's requirements under Rules 17, 17.1, or 17.2 when the update is done as a result of a bill adjustment. Any updates of previously transmitted customer data that occurred in the previous 24 hours will be provided along with the usually provided previous day's Customer Data. The "Reading Quality" flag as provided in the NAESB Energy Service Provider Interface (ESPI) Standard will be employed to indicate the quality of meter data provided through the SMD platform.<sup>3</sup> A Reading Quality flag will also be used to indicate when this data becomes "revenue quality."<sup>4</sup> PG&E bears no obligation to transmit Customer Data once a customer's authorization of the third party's right to receive the data has expired or is otherwise terminated, as referenced in Section IV, below. (T)
- D. **Cost:** PG&E shall make Customer Data available through the SMD platform free of charge to customer-authorized third parties provided that the Customer Data is retrieved timely under Section III.A. above. Nothing in this Rule is intended to modify, directly or indirectly, service or data fees established in other applicable tariff rules or schedules. (T)

<sup>3</sup> North American Energy Standards Board (NAESB) Energy Service Provider Interface (ESPI) Standard pgs. 25 and 28 (T)

<sup>4</sup> "Revenue quality" meter data is defined as usage data that has passed validation, estimating and editing processes in accordance with the Direct Access Standards for Metering and Meter Data (DASMMMD) as described in Electric Rule 22 and is acceptable for billing purposes. A more detailed explanation of quality of meter read data can be found at PG&E's website. (T)

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**IV. THIRD-PARTY ELIGIBILITY REQUIREMENTS**

Third Parties are subject to the following conditions in order to obtain and maintain access to Customer Data.

1. **Provide and Update Contact Information:** Third parties must input basic contact information at PG&E's SMD Third Party Registration Web Page, including company/entity's name, federal tax identification number, mailing address, and the names, telephone numbers, mailing addresses, and email addresses for any key business and technical contacts at the company/entity. Third parties are solely responsible for making timely updates to that information, as may be required from time to time. (T)
2. **Technical Eligibility:** Third parties must demonstrate connectivity aptitude through the machine-to-machine verification of the third parties' technical feasibility to receive Customer Data securely from PG&E, to be described in more detail at PG&E's SMD Third Party Registration Web Page. PG&E shall work in good faith to resolve technical issues that may arise with third parties seeking technical eligibility. Such work will be limited to connectivity to the SMD platform and PG&E will put forth a reasonable effort to resolve technical issues regarding such connectivity. PG&E will not provide technical consulting to resolve any connectivity issues on the side of the third party. Technical eligibility criteria may change, from time to time, consistent with the NAESB ESPI Standard. (T)  
(T)  
(T)
3. **Acknowledge Receipt of Applicable Tariff:** Upon determining that a third party is technically eligible to receive Customer Data as provided in Section IV.2, above, the third party must acknowledge receipt of and has read and understands the terms and conditions of PG&E's Rule 27 and this Rule.
4. **Transparency:** Third parties shall continue to provide customers with clear notice regarding their accessing, collection, storage, use, and disclosure of Customer Data.
5. **Identifier:** Third party shall provide PG&E with a Federal Tax ID number which can be used to track its registration in SMD across the state utilities. (T)

Currently authorized third party agents can be found at PG&E's website.

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**V. THIRD PARTY INELIGIBILITY BY ORDER OF THE COMMISSION**

- A. **Commission’s List of Prohibited Third Parties:** Pursuant to D.13-09-025, the Commission may create and maintain a list of third parties whom the Commission has determined are not eligible to receive Customer Data, even when authorized by the customer, under the SMD platform. The list shall be posted on the Commission’s website at [www.cpuc.ca.gov](http://www.cpuc.ca.gov). Should a third party be included on this list, PG&E will deem the list to be an order by the Commission declaring the party ineligible to participate on the CDA platform unless and until either (a) the party’s name is lifted from the Commission’s list of entities prohibited from receiving Customer Data; or (b) the Commission’s order has been stayed or enjoined by the appropriate court or agency. The Commission will also provide direct notification to the PG&E regarding any changes to the list. PG&E is not responsible for creating maintaining or continuously monitoring the Commission’s list. (T)
- B. **PG&E’s Actions With Respect To Commission List:** Customers will have access to a “potential violation” form on PG&E’s website which they can electronically submit to PG&E if they suspect third party mishandling of data or non-compliance with this Rule or Rule 27. Customers may also call PG&E Call Center Line to report these suspicious activities. After reviewing case, and in the event that PG&E reasonably suspects that a third party has violated state law or the Commissions’ privacy rules, it shall serve the third party and the Commission’s Energy Division with a notice of the suspected tariff violation along with any information regarding possible wrongdoing. PG&E shall seek to resolve the suspected tariff violations with the third party during a 21-day resolution period, during which time PG&E will continue transmission of Customer Data unless otherwise requested by the customer. At its discretion, the Energy Division staff may facilitate resolution of the issues between PG&E and the third party, and may grant an additional 21-day period for resolving the issue. If the matter is not resolved during the period set for resolution, PG&E shall file a Tier 2 advice letter seeking to move the third party to the list of entities ineligible to receive Customer Data via the SMD platform. PG&E shall provide notice of this filing to all customers who have selected that third party to receive their Customer Data. Until Commission action resolves the matter, PG&E will continue to transmit data, unless otherwise requested by the customer. (T)
- C. **Commission Authority and Discretion:** The Commission has authority to reduce or eliminate the 21-day resolution period referenced in the immediately preceding subsection. The Commission also has the authority to address the advice letter referenced in Section V.B above in an expedited manner, the authority to investigate the issue on its own motion, the authority to address a complaint filed at the Commission by the customer concerning the rules and obligations under this tariff or Rule 27, and the authority to determine the appropriate remedy, if necessary, for any tariff violation.
- D. **Customer Authorization:** Successful and valid “registration” with PG&E, pursuant to Sections II.A through V.C above, are necessary but not sufficient conditions before a third party can receive Customer Data under this Rule. Valid and current customer authorization pursuant to Section II is required for Customer Data release under this tariff. (T)

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**VI. LIMITATIONS OF LIABILITY**

- A. PG&E shall not be deemed to have transmitted Customer Data recklessly provided that it follows the requirements of D.13-09-025 as incorporated in this Rule and Rule 27.
- B. The limitation of liability included in Section 9.f. of Rule 27 is incorporated herein as follows: "PG&E shall not be liable for any claims, demands, causes of actions, damages, or expenses arising from or resulting from any release of Covered Information or other confidential customer information pursuant to a customer's written authorization, legal process or the Commission's order; the unauthorized use of Covered Information or other confidential customer information by a third party receiving such information from PG&E pursuant to a customer's written authorization, legal process or the Commission's order; or any actions taken by a customer-authorized third party. After PG&E makes a secure and authorized transfer of Covered Information to a third party pursuant to customer authorization or Commission order, PG&E shall not be responsible for the security of the Covered Information or data or its use or misuse by a third party."
- C. The SMD platform is designed primarily to provide Customer Data from the PG&E's back office systems. That Customer Data may not be complete or accurate, and may be updated before and after bills are issued to customers. The Customer Data on the SMD platform is transmitted on an "as is" and "as available" basis. PG&E shall not be liable for the inability of customers or their authorized third parties to access the SMD platform, or for PG&E's delay in updating or failure to update any information, for whatever reason. (T)
- D. PG&E does not warrant that the SMD platform will be timely, secure, uninterrupted, or error-free, or that defects in the SMD platform, as may exist from time to time, will be corrected. PG&E will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of Customer Data through the SMD platform, including those due to communication line failures, or computer viruses associated with the operation of PG&E's website or platform. (T)
- E. PG&E, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to customers or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages resulting from lost Customer Data or lost profits arising out of or in connection with the SMD platform. (T)
- F. PG&E does not warrant the immediate revocation of a third party's authorization status without direct notice from the Commission on its change of status to a prohibited party.