

**PROPOSED TARIFF**  
**PROVISION OF DATA TO CUSTOMER-AUTHORIZED THIRD PARTIES**  
**VIA GREEN BUTTON CONNECT**

- (a) Definitions.
- (1) “Application programming interface” or “API” means a utility’s internet- based system that securely provides customer data to customer-authorized third-parties using machine-to-machine communications.
  - (2) “Authorized third party” means a third party that has received authorization from a customer to access, receive, collect, store, use, or disclose standard customer data and that obtains the information from a utility.
  - (3) The “Commission” is the Missouri Public Service Commission.
  - (4) “Electric Services Purposes” means purposes relating to Commission-regulated electric power generation, transmission, distribution, delivery, and sales, and other regulated services, including, but not limited to, administration of customer accounts and rate schedules, metering, billing, standby service, backups, and changeovers of service to other suppliers.
  - (5) “Secondary purpose or use” means any purpose or use that is not an electric services purpose or use.
  - (6) “Standard customer data” means
    - (i) all energy usage data collected by a meter that a utility maintains as part of its regular records in the ordinary course of business, including kilowatt-hours used, load profile and, where applicable to certain rate classes, kilo-volt-amperes-reactive, power factor, and the like, and each energy usage reading shall be noted whether the value is actual or estimated;
    - (ii) Any derivations of energy usage characteristics, including, but not limited to, disaggregation insights, whether calculated on the meter or in the utility’s back-office systems;
    - (iii) customer-specific information including customer name, customer email address, customer telephone number, mailing address, premise address, payment history, account number(s), meter number(s), load serving entity, commercial price note, elemental price node, local balancing authority, and all information on bills including, but not limited to, line item charges and charge descriptions, amounts billed, the rate or tariff applicable to the account or meter, billing cycle dates, etc.; and

- (iv) any information that might be necessary for participation in, or to determine customer eligibility for, bill payment assistance, renewable energy, demand-side management, load management, or energy efficiency programs.

### **DATA PORTABILITY**

(b) Authorized Third Party Access to Standard Customer Data.

- (1) Authorized Third Party Access upon Customer Authorization. – For the period of time during which any customer has provided consent, Liberty shall grant authorized third parties access to the customer’s standard customer data via Green Button Connect My Data and applicable best practices. Standard customer data shall be encrypted while in transit to the authorized third party. Following receipt of a valid customer authorization as described below, Liberty shall electronically initiate transfer of the requested data to the authorized third party within 60 seconds.
- (2) Authorization Process. – A utility shall only disclose standard customer data to an authorized third party pursuant to a valid authorization. A utility shall use consistent customer information to validate the customer’s identity such that it is no more onerous than a utility’s authentication practices when a customer creates an online account on a utility’s website or when a customer calls the utility by telephone. A utility shall provide the following methods for any customer to grant a valid authorization: non-electronic and customer-initiated electronic.
  - (i) Non-electronic methods. Any customer may submit an authorization to a utility by at least the following methods:
    - (a) By telephone, in which authorizations shall be processed, and data transmitted, within one (1) business day; or
    - (b) By mail to a utility’s mailing address, in which case authorizations shall be processed, and data transmitted, within one (1) business day.
  - (ii) Customer-initiated electronic methods. Any customer may submit an authorization to Liberty by completing a web-based submission on Liberty’s website, consistent with Green Button Connect My Data standards and best practices. In this case, a utility shall permit authorization without requiring creation of an online account.

- (3) Requirements of authorization. – For all authorization methods used, a utility shall
- (i) designate the categories of standard customer data available in concise, plain language for customers to understand;
  - (ii) Identify the authorized third party;
  - (iii) Permit the authorized third party to specify its purpose and intended use of the data;
  - (iv) Enable and require the designation of the time period (e.g., months and years of both historic and future data) for which data is being requested. The utility shall provide customers the option to authorize an ongoing provision of data that is valid until revoked by the customer or provision for a specified period of time;
  - (v) Provide notice to the customer that, following access or transfer, the utility shall not be responsible for monitoring or ensuring that the authorized third party to whom the data is disclosed is maintaining the confidentiality of the data or using the data as intended by the customer.
- (4) Revocation and Termination. – Customers have the right to revoke, at any time, any previously granted authorization, without impacting their electric service. Termination of electric utility service also terminates consent to disclose customer data granted by the customer for the meter(s) or premise(s) where electric utility service has been terminated. Liberty shall also permit an authorized third party to terminate its authorization, in which case Liberty shall subsequently notify a customer of the termination via the customer’s preferred contact method and confirm to the authorized third party that the termination is accepted.
- (5) Modifications. – Changes of contact names for an organization, trade name, or utility over time do not invalidate consent. Modifications to the consent form or process over time do not invalidate previous consent. Acquisition, merger, or reorganization of an authorized third party shall not invalidate consent.
- (6) Parity. – Utilities shall permit customers to revoke authorization for any secondary purpose of their standard customer data by the same mechanism(s) initially used to grant authorization.

### **ELIGIBILITY CRITERIA OF THIRD PARTIES**

- (c) Eligibility Criteria – To protect the privacy and security of standard customer data, Liberty shall apply eligibility criteria as follows. To be eligible to receive standard customer data, authorized third parties shall (i) demonstrate technical capability to interact securely with Liberty’s servers; (ii) provide contact information and federal tax identification numbers; (iii) acknowledge receipt and review of this tariff; (iv) not have

been disqualified as an authorized third party provider in the past by the Commission; and (v) adopt and comply with the most updated version of the 2015 Department of Energy's Voluntary Code of Conduct Final Concepts and Principles for Data Privacy and the Smart Grid (the "DataGuard Seal") or a similar nationally accepted eligibility standard approved by the Commission.

### **LIABILITY**

- (d) **Liability.** – Nothing in this tariff shall be construed to impose any liability on Liberty or any of its directors, officers, and employees, relating to disclosures of information when a customer discloses standard customer data to, or authorizes access to standard customer data by, an authorized third party that is unaffiliated with and has no other business relationship with the utility. After Liberty securely transfers covered information to a customer or standard customer data to an authorized third party pursuant to a customer's request, nothing in this tariff shall make Liberty responsible for the security of the information or its use or misuse by such customer or by an authorized third party. This section does not apply where a utility has acted recklessly.

### **DATA QUALITY AND INTEGRITY**

- (e) **Data Quality and Integrity.** – Liberty warrants to the authorized third party and the Commission that standard customer data provided under this tariff shall be the best available information, meaning that the data provided shall be (1) applicable to the customer's account who granted the authorization; (2) correct and accurate to the best of Liberty's knowledge at that time; and (3) transmitted to authorized third parties in a timely manner after Liberty is made aware of changes to the applicable customers' billing, usage or account information.
- (1) **Private right of action.** An authorized third party may bring a complaint seeking damages for violations of this section.

### **GENERAL**

- (f) **General.** –
- (1) For customer-authorized third parties who have no other contractual relationship with Liberty, this tariff constitutes the total and complete terms between Liberty and the authorized third party, and Liberty shall not impose any other term or condition upon a similarly situated authorized third party. Any other terms and conditions offered by Liberty, including, but not limited to, "click-through" terms on its website affecting third parties, shall have no force or effect.
- (2) **Certification.** – Once annually Liberty shall provide to the Commission proof of successful certification of Liberty's production Green Button Connect My Data system by the Green Button Alliance. Liberty shall successfully test each relevant function block for which Liberty provides standard customer data.

- (3) Uptime. – Liberty shall operate the Green Button Connect My Data platform with at least 99.0% uptime as measured on a calendar monthly basis, except for scheduled maintenance windows, which must not exceed 200 hours per year, and which must be announced at least 30 days in advance to every authorized third party in order to be deemed scheduled maintenance.
- (4) Termination. – Liberty is prohibited from terminating an active customer authorization. If Liberty has a reasonable suspicion that an authorized third party is engaged in illegal conduct or is violating customer privacy, then Liberty shall report such suspicions to the Commission for investigation. Only a customer or the Commission may direct Liberty to terminate an active customer authorization.