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July 26, 2022

Via E-Filing

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue, 7th Flor
Austin, Texas 78701

RE: SOAH Docket No. 473-19-1841; PUC Docket No. 48745; *Compliance Filing of Entergy Texas, Inc., Relating to Participation in Smart Meter Texas and Changes to its Advanced Metering System*

Dear Sir or Madam:

Entergy Texas, Inc. submits the attached Settlement Testimony and Exhibits of Richard E. Lain. Exhibit REL-S-2 contains confidential information and will be provided under the terms of the Protective Order entered in this case.

Very truly yours,

Scott Olson
State Bar No. 24013266
Duggins Wren Mann & Romero, LLP
600 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 744-9300
solson@dwmrlaw.com

Counsel for Entergy Texas, Inc.

Enclosures

cc: All Parties of Record

SOAH DOCKET NO. 473-19-1841
DOCKET NO. 48745

COMPLIANCE FILING OF ENTERGY	§	BEFORE THE STATE OFFICE
TEXAS, INC. RELATING TO	§	
PARTICIPATION IN SMART METER	§	OF
TEXAS AND CHANGES TO ITS	§	
ADVANCED METERING SYSTEM	§	ADMINISTRATIVE HEARINGS

SETTLEMENT TESTIMONY

OF

RICHARD E. LAIN

ON BEHALF OF

ENTERGY TEXAS, INC.

JULY 2022

DOCKET NO. 48745

COMPLIANCE FILING OF ENTERGY TEXAS, INC. RELATING TO
PARTICIPATION IN SMART METER TEXAS AND CHANGES TO ITS
ADVANCED METERING SYSTEM

SETTLEMENT TESTIMONY OF RICHARD E. LAIN

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EXHIBITS

Exhibit REL-S-1	Smart Meter Texas Up-Front and Ongoing Costs
Exhibit REL-S-2	CONFIDENTIAL Estimated GBC Platform Incremental Implementation and Ongoing Costs
Exhibit REL-S-3	Green Button Connect Program Terms and Conditions

I. INTRODUCTION

Q1. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.

A. My name is Richard E. Lain. I am a Manager of Regulatory Affairs for Entergy Texas, Inc. (“ETI” or the “Company”). My business address is 919 Congress Avenue, Suite 740, Austin, Texas 78701.

Q2. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING?

A. I am providing this settlement testimony on behalf of ETI.

Q3. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.

A. I hold a Bachelor of Business Administration degree in Management and a Bachelor of Arts degree in Government from the University of Texas at Austin. I also hold a Master of Business Administration degree from the University of Nevada, Las Vegas, with a concentration in finance. In addition, I hold the designation of Chartered Financial Analyst (“CFA”), which is awarded by the CFA Institute, based in Charlottesville, Virginia, after successful completion of its three-part examination process over a minimum three-year time period. The curriculum for the CFA charter covers a defined body of knowledge fundamental to the practice of investment management and includes areas of finance, accounting, economics, statistics, and ethical and professional conduct. I also hold the designation of Certified Management Accountant (“CMA”), which is awarded by the Institute of

1 Management Accountants based in Montvale, New Jersey, after successful
2 completion of its examination process and by meeting certain education and
3 experience requirements. The curriculum for the CMA consists of subjects relevant
4 to the practice of management accounting and includes areas of corporate finance,
5 decision analysis, risk management, financial reporting, performance and cost
6 management, internal control, and professional ethics. Finally, I am also a Certified
7 Public Accountant (“CPA”) licensed by the Texas State Board of Public
8 Accountancy.

9 In December 1998, I began my career in the utility industry as a financial
10 analyst at the Public Utility Commission of Texas, and, after accepting
11 progressively higher positions of responsibility, in 2008, I became Director of the
12 Tariff and Rate Analysis section in the Commission’s Rate and Regulation
13 Division. In addition to managing the employees of the Tariff and Rate Analysis
14 section, my principal responsibilities as director included performing costing and
15 pricing analyses of regulated and non-regulated electricity and telecommunications
16 providers, and preparing and presenting testimony as an expert witness on rate-
17 related issues in docketed proceedings before the Commission and the State Office
18 of Administrative Hearings.

19 In March 2012, I accepted a position with GDS Associates, Inc. in Austin,
20 TX as a Project Manager. In this role, I was responsible for conducting analyses
21 and providing deliverables and testimony on electric, gas, and water utility cost-of-
22 service studies, revenue requirements, cost allocation, and rate design. While

1 employed at GDS Associates, Inc., in addition to filing testimony at the
2 Commission, I filed testimony in three gas rate cases before the Railroad
3 Commission of Texas, and in one electric rate case before the Michigan Public
4 Service Commission.

5 In January 2014, I accepted my current position with Entergy Texas, Inc. as
6 Manager, Regulatory Affairs. In this role, I am responsible for executing strategies
7 that meet Company objectives by coordinating and conducting internal processes
8 in the provision of regulatory deliverables, supporting organization positions with
9 internal and external parties, and coordinating, preparing, and sponsoring testimony
10 before regulatory agencies.

11
12 II. PURPOSE OF TESTIMONY

13 Q4. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

14 A. Through this testimony, I address the Data Access Stipulation and Settlement
15 Agreement (“Agreement”) among the parties to this proceeding dated July 26,
16 2022. The signatories to the Agreement are ETI; the Staff of the Public Utility
17 Commission of Texas (“Commission Staff”); the Office of Public Utility Counsel
18 (“OPUC”); and Mission:data Coalition, Inc. (“Mission:data”). My testimony
19 presents the terms of the Agreement and explains why the terms are reasonable and
20 should be adopted by the Commission.

21

1 III. BACKGROUND

2 Q5. PLEASE PROVIDE THE BACKGROUND OF ETI'S REQUEST IN THIS
3 DOCKET.

4 A. On July 18, 2017, ETI filed its *Application for Approval of Advanced Metering*
5 *System (AMS) Deployment Plan, AMS Surcharge, and Non-standard Metering*
6 *Service Fees* with the Public Utility Commission of Texas (the "Commission" or
7 "PUCT").¹ The application was assigned PUCT Docket No. 47416. As a part of its
8 application for approval of its AMS Deployment Plan in Docket No. 47416, ETI
9 proposed that it would not utilize Smart Meter Texas ("SMT") but rather use its
10 own web-based customer engagement portal ("CEP") to address issues of customer
11 and third-party access to customer advanced meter data. At the time of the
12 application, ETI affirmed that its web-based CEP would have the functionality that
13 allows customers to download their advanced meter data in an industry standard
14 file format (Green Button Download My Data ("GBD")), but that it was still
15 exploring various methods of enabling third-party direct access to customer data
16 (Green Button Connect My Data ("GBC")) as well as studying the related privacy
17 and data security aspects of providing third-party direct access to customer
18 advanced meter data.

19 On December 14, 2017, the Commission issued a final order in Docket No.
20 47416, approving the Company's application for approval of its AMS deployment

¹ *Application of Entergy Texas, Inc. for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-standard Metering Service*, Docket No. 47416 (Dec. 14, 2017).

1 Plan consistent with the stipulation and settlement agreement of the parties. The
2 parties had agreed to sever, and address at a later time, certain issues regarding
3 SMT and access to customer advanced meter data from the AMS. In response, the
4 Commission added Ordering Paragraph No. 6 to the final order, which required ETI
5 to initiate a proceeding within 90 days of a final order in Docket No. 47472, which
6 was associated with revised SMT business requirements.² The scope of the
7 proceeding required by Ordering Paragraph No. 6 was to “address whether and to
8 what extent ETI will participate in Smart Meter Texas; what change, if any, should
9 be made to ETI’s web-based customer interface; and whether and to what extent
10 ETI should provide third-party direct access to customer AMS data.”

11 ETI initiated this proceeding, Docket No. 48745, as a result of Ordering
12 Paragraph No. 6. On October 9, 2018, ETI made a Compliance Filing addressing
13 the issues identified in Order No. 6. In the report attached to ETI’s Compliance
14 Filing, ETI reported that it was committed to implementing GBC as its third-party
15 data sharing platform and presented evidence that ETI participating in SMT was
16 neither cost-effective nor appropriate.

17 This matter was subsequently referred to the State Office of Administrative
18 Hearings (“SOAH”). The Commission’s February 7, 2019 Preliminary Order
19 identified the following four issues to be addressed: (1) whether ETI should be
20 required to participate in SMT, and if so, how, if at all, should ETI’s participation

² *Commission Staff’s Petition to Determine Requirements for Smart Meter Texas*, Docket No. 47472 (Jul. 12, 2018). ETI does not participate in and is not affiliated with Smart Meter Texas. Smart Meter Texas is operated by the ERCOT transmission and distribution utilities (“TDUs”).

1 differ from the participation of other transmission and distribution utilities currently
2 participating in SMT; (2) if ETI is not required to participate in SMT, whether its
3 web-based customer interface complies with PURA § 39.107 and 16 TAC § 25.130;
4 (3) whether any additional changes should be made to ETI's web-based customer
5 interface to comply with Commission rules; and (4) whether ETI's proposal to
6 provide third-party direct access to its customers' AMS data through Green Button
7 Connect My Data is reasonable and in accordance with industry security standards
8 and Commission rules. Over the course of the last several years, ETI responded to
9 numerous formal and informal requests for information and hosted numerous
10 meetings with the parties in this proceeding regarding the development and design
11 of its third-party data access platform.

12
13 Q6. DOES THE AGREEMENT RESOLVE ALL ISSUES REMAINING IN THIS
14 DOCKET?

15 A. Yes.

16
17 IV. SETTLEMENT OVERVIEW AND REASONABLENESS

18 Q7. PLEASE PROVIDE AN OVERVIEW OF THE AGREEMENT.

19 A. The Agreement and associated Exhibits document the collaborative work that the
20 parties have been engaged in over the last several years to develop a third-party
21 data access platform called Green Button Connect My Data. In addition, in light
22 of the Commission's revisions to 16 Tex. Admin. Code ("TAC") § 25.130(g)(1)(F)

1 that eliminated home-area network (“HAN”) functionality in favor of on-demand
2 reads that occurred subsequent to the approval of ETI’s deployment plan, the parties
3 have been engaged in discussions to develop a platform to provide on-demand reads
4 instead of HAN. The Agreement and associated Exhibits include: (1) agreed
5 technical protocols for the AMS web portal, including data access and on-demand
6 reads for customers and third parties; (2) agreed terms and conditions for the data
7 access features of the web portal; and (3) agreed reporting requirements so that
8 interested parties can monitor web portal performance. Specifically, the Agreement
9 includes the following agreements:

- 10 • The Signatories agreed that ETI should not be required to participate in
11 SMT because ETI’s CEP, as modified by this Stipulation, provides all
12 required functionalities under 16 TAC § 25.130.
- 13 • The Signatories agreed that ETI’s proposed web portal-based customer
14 interface, including the “GBC Platform” as implemented according to
15 Advanced Metering System Customer Engagement Portal Data Access
16 and Sharing Protocols (the “Protocols”) attached as Exhibit 1 to the
17 Agreement, meets the applicable requirements for access to AMS data
18 as required under Public Utility Regulatory Act (“PURA”) § 39.107 and
19 16 TAC § 25.130.
- 20 • The Signatories agreed that ETI will:
 - 21 ▪ implement the original proposed version of its third-party data
 - 22 access platform within 30 days after the entry of an order approving

1 this Stipulation so that third-party data sharing can begin while the
2 additional technical elements are added;

3 ▪ implement the necessary changes to its third-party data access
4 platform to comply with the Protocols attached as Exhibit 1 to the
5 Agreement within 18 months of the Commission issuing an Order
6 consistent with this Stipulation, and ETI will file monthly status
7 reports explaining progress and any problems or delays; and

8 ▪ obtain certification from the Green Button Alliance that the GBC
9 Platform meets the North American Energy Standards Board
10 (“NAESB”) Energy Services Provider Interface Retail Energy
11 Quadrant Book 21 standards for Green Button Connect (“Green
12 Button Connect Standards”) as specified in the Function Blocks
13 included in the GBC Platform shown in Attachment 1 to the
14 Protocols; provided, however, that should the Green Button
15 Alliance, the OpenADE, or the NAESB change the interpretation of
16 or modify, change, add or delete any of the Green Button Standards
17 in a way that results in requiring additional Function Blocks for
18 certification or otherwise affects the requirements of the Function
19 Blocks included in the GBC Platform shown in Attachment 1 to the
20 Protocols (including, for example, a change that would prohibit a
21 utility from requiring third parties to register to use the GBC
22 Platform), ETI is only required to implement the Function Blocks

1 identified in Attachment 1 to the Protocols as they existed on the
2 date that the Stipulation was executed.

- 3 • The Signatories agreed to support ETI's recovery of reasonable and
4 necessary internal and external costs for the incremental changes
5 required to implement the GBC Platform, which are subject to
6 reconciliation pursuant to 16 TAC § 25.130(k)(6). The Signatories
7 further agree to support recovery of the reasonable and necessary
8 incremental on-going costs of operating the GBC Platform.
- 9 • The Signatories agreed that ETI's proposed web portal-based customer
10 interface, including the GBC Platform, uses appropriate and reasonable
11 standards and methods to provide secure access to meter data and is
12 consistent with Commission rules.
- 13 • The Signatories agreed that providing third-party direct access to
14 customer AMS data through the GBC Platform is reasonable and in
15 accordance with industry security standards and Commission rules.
- 16 • ETI will implement the CEP reporting requirements identified in
17 Attachment 2 to the Protocols.
- 18 • Within 60 days of the Commission entering an order consistent with this
19 Stipulation, ETI will file an application for a change in its Deployment
20 Plan under 16 TAC § 25.130(d)(10) to implement on-demand read
21 functionality instead of the home-area network functionality provided
22 in ETI's currently-approved deployment plan consistent with revised 16

1 TAC § 25.130(g)(1)(F).

2

3 Q8. ARE THE INCREMENTAL COSTS TO IMPLEMENT AND MAINTAIN THE
4 AGREED GBC PLATFORM NECESSARY?

5 A. Yes. In order to implement, test, and maintain the Green Button Standards
6 identified in Attachment 1 to the Protocols and agreed upon by the parties, ETI will
7 need to make incremental changes to its web portal, which currently provides Green
8 Button Download My Data and on-demand reads to customers. The incremental
9 costs are also necessary to support testing of the Function Blocks identified in
10 Attachment 1 to the Protocols by the Green Button Alliance, which is the non-profit
11 entity that tests for compliance with the Green Button Standards. Finally, the
12 incremental costs are necessary to implement the third-party on-demand read
13 functionality included in the Stipulation agreements.

14

15 Q9. ARE THE INCREMENTAL COSTS TO IMPLEMENT AND MAINTAIN THE
16 AGREED GBC PLATFORM REASONABLE?

17 A. Yes. The costs to provide third-party data access similar to how SMT functions
18 were not part of the estimated costs included in the initial deployment plan. Rather,
19 as explained above in the introduction, the issue of whether and how ETI should
20 provide that type of access was deferred until revisions to SMT were completed.
21 Attached as Exhibit REL-S-1 is a document ETI obtained from SMT, which was
22 included as part of the original compliance report that ETI produced in this docket

1 in October 2018, stating that SMT would charge ETI a one-time up-front fee of
2 \$7.7 million to join SMT, and it would cost approximately \$600,000 annually
3 thereafter. Importantly, those costs do not include the incremental internal costs
4 that ETI would incur to modify its IT systems to interface with SMT. Moreover,
5 as explained in ETI's 2018 report, the SMT portal is designed for the ERCOT
6 competitive market, and ETI would still have to maintain its own web portal to
7 address the retail customer interface that is required to interact with its own
8 customers to, for example, pay bills and use the energy management tools available
9 through the web portal. Indeed, ETI executed a contract with a web portal vendor
10 as part of the originally-approved deployment plan to provide those features,
11 including Green Button Download My Data and customer-initiated on-demand
12 reads. ETI's estimated incremental costs to add the additional GBC Platform and
13 vendor-initiated on-demand reads with that vendor, attached as confidential Exhibit
14 REL-S-2, are significantly less than SMT and, given that vendor's familiarity with
15 ETI's systems, are expected to be faster to implement with less integration risk than
16 contracting with another vendor to add onto the preexisting web portal.

17 It may also cause unnecessary customer confusion requiring customers to
18 register and use SMT for third-party data access purposes while maintaining a
19 separate registration and web portal for all other purposes. Therefore, the
20 incremental costs to implement the GBC Platform are reasonable compared to the
21 alternative.

1 Q10. WILL THE ACTUAL COSTS TO IMPLEMENT THE GBC PLATFORM BE
2 REVIEWED IN A RECONCILIATION?

3 A. Yes. The costs identified above are estimates, and the actual costs required to
4 implement and maintain the GBC Platform will be subject to review and final
5 approval for recovery in a future reconciliation.
6

7 Q11. DOES THE GBC PLATFORM CONFORM TO INDUSTRY SECURITY
8 STANDARDS AND THE COMMISSION’S RULES?

9 A. Yes. The GBC Platform will provide entities authorized by the customer read-only
10 access to the customer’s advanced meter data in a convenient and secure manner
11 no later than the day after it was created. According to the NAESB’s website, the
12 purpose of Green Button is to create such an industry standard:

13 The North American Energy Standards Board (NAESB) Energy
14 Services Provider Interface (ESPI) Model Business Practices were
15 developed in 2011 through a request from the industry and with the
16 support of Department of Energy, the National Institute of Standards
17 and Technology and the White House Office of Science and
18 Technology Policy. The Model Business Practices define a data
19 exchange protocol for the transfer of energy usage information
20 between a utility and a third party with customer authorization. The
21 industry-consensus standard serves as the basis for “Green Button”
22 implementations throughout North America and is the standard
23 endorsed and supported by the Green Button Alliance (GBA).³
24

25 It is my understanding that, under the Green Button Standards, no personally
26 identifiable information is contained in the interval data file that is delivered to an
27 authorized third party, and without the unique “token” that is created upon the

³ https://www.naesb.org/ESPI_Standards.asp.

1 initiation of data sharing between a customer and an authorized third party, the file
2 cannot be deciphered by anyone but the intended recipient.

3

4 Q12. DOES THE GBC PLATFORM OFFER ANY ADDITIONAL CUSTOMER
5 PROTECTIONS?

6 A. Yes. The Terms and Conditions, which have been developed collaboratively with
7 the parties and are attached as Exhibit REL-S-3, and Protocols provide for a
8 registration process under which third parties must register before customers may
9 grant data sharing access. Those requirements include a valid federal tax
10 identification number, the third party's website (if it has one), an update-to-date
11 privacy seal or similar certification (if it has one), and a point-of-contact for
12 customer questions or concerns. Those requirements are intended to provide
13 reasonable assurance that the third party is a legitimate business. Additional
14 protections include ETI's ability to terminate third-party data sharing for certain
15 inappropriate behavior as well as maximum terms for data sharing (one year for
16 residential and three years for commercial/industrial). Further, customers always
17 have the ability to stop data sharing.

18

19 Q13. IS THE AGREEMENT THE PRODUCT OF INFORMED CONSIDERATION
20 BY ALL PARTIES?

21 A. Yes. The Agreement is the result of arm's-length negotiations among the parties
22 with diverse interests. Throughout the settlement talks, the parties were represented

1 by capable and knowledgeable attorneys and subject matter experts bringing a full
2 range of interests and perspectives to the discussions.

3

4 Q14. PLEASE EXPLAIN WHY A COMMISSION ORDER ADOPTING THE
5 AGREEMENT WOULD BE A JUST AND REASONABLE RESOLUTION
6 CONSISTENT WITH THE PUBLIC INTEREST.

7 A. The negotiated resolution of this docket pursuant to the Agreement is in the public
8 interest and the result achieved is reasonable under the circumstances. The
9 Agreement and resulting GBC Platform satisfies Commission’s requirements for
10 third-party AMS data access. The Agreement represents a comprehensive
11 resolution of all the issues identified to be addressed in this proceeding, will
12 conserve the resources of the public and the parties, and will eliminate controversy.
13 The Agreement is the product of informed consideration and analysis of the
14 October 2018 report by all parties, discovery that was conducted in this docket,
15 consideration of the various methods of potentially addressing third-party data
16 access, and considerable negotiations. The terms and conditions reached under the
17 Agreement reflect a just and reasonable outcome. Pursuant to the Agreement, the
18 parties are jointly requesting the Commission adopt a proposed order consistent
19 with the terms of the Agreement.

20

21 Q15. ARE THE TERMS OF THE AGREEMENT INTER-RELATED?

22 A. Yes. The terms of the Agreement reflect a careful balance of compromises by the

1 parties and are intended to work in concert with each other as an integrated whole
2 to achieve an outcome that is reasonable and in the public interest.

3

4

V. CONCLUSION

5

Q16. DOES THIS CONCLUDE YOUR TESTIMONY IN SUPPORT OF THE

6

AGREEMENT?

7

A. Yes, it does.



577 N. Garden Ridge Blvd.
Lewisville, TX 75067
O (214) 222-4135

October 1, 2018

Mr. Everett Britt
Duggins Wren Mann & Romero, LLP
600 Congress Avenue, 19th Floor
Austin, Texas 78767

Dear Mr. Britt:

As you requested, this letter identifies the estimated costs that Entergy Texas would incur to participate in the Smart Meter TexasTM ("SMT") portal that is currently provided under the Joint Development and Operations Agreement ("JDOA") dated December 31, 2008. Oncor, CenterPoint Energy, AEP Texas, and TNMP own and manage SMT as a joint venture that is governed by the JDOA.

Under the terms of the JDOA, cost sharing is based on each party's pro-rata share, which is calculated each June 30 by dividing the number of a party's customers whose accounts will be presented in SMT by the total customer accounts presented in SMT. Assuming that Entergy has approximately 475,000 customers with advanced meters that could be presented through SMT, Entergy's pro rata share would be approximately 6.06 percent.

Under the JDOA, Entergy Texas would be required to reimburse all existing JDOA parties an amount equal to the new party's pro rata share for all project costs previously paid by JDOA parties. We estimate that for Entergy Texas to join the JDOA at the end of 2018, the one-time cost would be approximately \$7.7 million.

Entergy Texas would also be responsible for its pro-rata share of annual ongoing SMT-related costs, which are currently expected to average less than \$10 million per year. Assuming a pro-rata share of 6.06 percent, Entergy Texas' share of those annual costs would be approximately \$600,000 per year.

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby Roberts".

Bobby Roberts
On behalf of the SMT Management Committee

This exhibit contains information that is highly sensitive and will be provided under the terms of the Protective Order (Confidentiality Disclosure Agreement) entered in this case.

GREEN BUTTON CONNECT PROGRAM

Welcome to the Green Button Connect program (“Green Button Connect”) through which customers (“Customers”) of Entergy Texas, Inc. (“Entergy”) can share their usage data (“Data”) with Third Parties (defined below) whom Customers authorize to receive it, through the Green Button Connect platform.

CUSTOMER TERMS

Green Button Connect allows you to select third parties who meet certain criteria described herein (“Third Parties” or individually a “Third Party”) from a drop-down menu, identify a time frame you wish to share, and request that Entergy share your Data through Green Button Connect, pursuant to the following terms. When you do so, you, the Customer, understand and agree as follows:

1. Third Parties are added to the drop-down menu when they provide a valid Federal tax identification number, comply with technical specifications detailed herein, and agree to the ***Third-Party Terms***.
2. Entergy will make reasonable efforts to send your Data daily in a timely manner, in 15-minute intervals for residential Customers and 5-minute intervals for commercial and industrial Customers.
3. Unless you request that Entergy stop sending your Data to Third Parties, your authorization will last for 1 year if you are a residential Customer, and 3 years if you are a commercial or industrial Customer (“Term”). When such Term is over, you may reauthorize Third Parties for another Term.
4. Third Parties whom you select may receive up to 24 months of your historical Data if you are a residential Customer, and up to 36 months if you are a commercial or industrial Customer. (Note that Entergy will provide such Data for up to the number of months it has based on how long a customer has had a standard advanced meter installed if it does not have such data for 24 and 36 months respectively.)
5. You can request that Entergy stop sending your Data to Third Parties by logging into Green Button Connect and unchecking the box next to the applicable Third Party. Entergy will make reasonable efforts to accommodate your choice within a reasonable time frame. Note that Third Parties may continue to retain Data that you authorized Entergy to send to them up to the point when you revoke your consent, and that Entergy has no control over such Third Parties’ Data security or retention.
6. Third Parties whom you have selected may ask, and Entergy will make reasonable efforts to provide, an on-demand register read of your meter, subject to applicable law, regulations, and orders, and to Green Button Connect system limitations.

7. Entergy has implemented and will maintain reasonable security measures designed to protect the transmission of your Data sent to Third Parties through Green Button Connect. However, no network is 100% secure and transmissions can be compromised.
8. **The choice to share your Data with Third Parties is yours alone. Entergy does not monitor and cannot enforce what Third Parties do with your Data or how it is secured once it is shared, nor is Entergy responsible for any of the Data's misuse or mishandling through Green Button Connect by third parties. You release and hold harmless Entergy, its parent company, and affiliate and their officers, directors, and control persons from any and all liability resulting from your use, and the use made of your Data shared through Green Button Connect by third parties.**
9. Entergy may suspend Data transmissions or a Third Party's participation in Green Button Connect as described in the Third-Party Terms, including when Entergy sees fit to protect the security and integrity of its network, to address a Third Party's violation of the applicable terms of Green Button Connect, or when Customers revoke consent. If you believe that a Third Party is violating the Third-Party Terms below as it pertains to your Data, you may report this to Entergy's Customer Contact Center at 1-800-ENTERGY (1-800-368-3749).
10. Entergy will provide at least 30 days' prior written notice of any changes to these Customer Terms. If you wish to continue to share your Data after the effective date of the revised terms, you will need to affirm your agreement to such revised terms.

THIRD-PARTY TERMS

Third Parties may receive Data from a Customer who consents through Green Button Connect, subject to their successful completion of the technical requirements below, and agreement with the following Third-Party Terms. Third parties must first apply through the Green Button Connect portal at [ETI will insert the GBC portal link here] through which they will consent to these Third-Party Terms. Thereafter, Entergy will contact such parties to facilitate the technical requirements and collect documentation described below. Once these steps have been completed successfully, such third party will become a Third Party listed among those with whom Customers may share their Data through Green Button Connect.

Technical Requirements for Participation.

1. Undergo successful connectivity and functional-block testing; and
2. Implement OAuth and transport layer security with Entergy.

Documentation Requirements.

1. A valid federal tax identification number;
2. Third Party's website (if Third Party has one);

3. If the Third Party has an up-to-date privacy seal or similar certification from an independent privacy certification organization, *e.g.*, TRUSTe Privacy Certification from TrustArc, or has adopted the DataGuard Energy Data Privacy Program (“DataGuard”),¹ then documentation to that effect; and
4. Point-of-contact information for Customer questions or concerns.

Agreement. By participating in Green Button Connect, Third Party agrees:

1. The person entering into this agreement represents and warrants that he or she is authorized to bind the Third Party to the Third-Party Terms, and that the Third Party can and will abide by such Third-Party Terms.
2. If the Third Party has provided documentation of an up-to-date privacy seal or similar certification from an independent privacy certification organization, *e.g.*, TRUSTe Privacy Certification from TrustArc, or has adopted the DataGuard Energy Data Privacy Program (“DataGuard”), then Third Party will affirm by March 1 annually that such certification or adoption is still valid. Failure to so affirm will result in removal of such notation from the Third Party’s profile.
3. Third Party represents and warrants that it maintains a policy that addresses privacy and security measures that Third Party employs to protect the Data, including how it uses, stores, and shares the Data, and with whom (“Policy”). The Policy provides Customers with a process for addressing Customer complaints to Third Party regarding the use or handling of Data. The Policy is made available on Third Party’s website or otherwise in a manner reasonably accessible by Customers.
4. Third Party shall not, absent Customer’s consent, use, store, or share Data in any manner inconsistent with the Policy unless and until it again secures Customers’ consent.
5. Third Party agrees to abide by the Entergy General Terms, Conditions, and Policies for the Use of the Website and Mobile Application, available at <https://www.entergy.com/terms-of-use/>.
6. Third Party represents that it has not been removed from Green Button Connect or any other utility-sponsored data sharing platform before (or if it has, was authorized by Entergy or the other utility to be reinstated).
7. Third Party understands that Customers who have consented to allow Third Parties access to their Data may revoke such access at any time. If the Customer Terms change, Customers will be required to affirm their agreement to the revised Customer Terms for access to continue.
8. Third Party agrees that Entergy reserves the right to monitor Third Party for inappropriate actions that may include, but are not limited to, interfering with or falsifying a Customer’s authorization,

¹ <https://www.dataguardprivacyprogram.org/industry/participate/>

failing to terminate access to Data at Customer's direction or when Customer revokes consent, and inappropriate or unlawful interaction with Green Button Connect.

9. Entergy may suspend or terminate individual Third Party access to Data, with or without prior notice, when Entergy believes doing so is reasonable to protect the security, functionality, and integrity of Green Button Connect or due to: verified complaints by Customers related to Third Party's inappropriate use of Data; attempts to access Data without authorization; excessive pings and similar activity; introduction of unauthorized components into Green Button Connect (such as robotic process automation, bot, spider, crawler, spyware, malware, beacon, engine, device, software, or an extraction tool); breach of the Data sent to Third Party; interfering with or falsifying customer consent; falsifying an IP address; engaging in any inappropriate activities through Green Button Connect (including, but not limited to, any activity that is unlawful, fraudulent, deceitful, or that may harm or damage another's property, life, health, reputation, or business); requirements of orders, rules, or regulations issued by Entergy's regulators; Third Party's inactivity of 6 months or more for any or no reason; Third Party's infringement of Entergy's intellectual property rights; or Third Party's violation of these Third Party Terms whether current or future versions. Whether access to Data will be suspended or terminated will be determined in Entergy's sole discretion based on the severity of the Third Party's conduct. Notice of suspension or termination of access to Data will be promptly provided to the affected Third Party and its authorized Customers. A Third Party may appeal such suspension or termination directly to Entergy. Entergy will review the basis for its determination, and either restore access or confirm its earlier determination, then respond to such Third Party within 30 days of Third Party's appeal. Upon a denial of a Third Party's appeal by Entergy, Entergy shall inform the Third Party of any remaining appeal remedies.
10. **THIRD PARTY UNDERSTANDS THAT DATA AND GREEN BUTTON CONNECT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ENTERGY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY DATA. THIRD PARTY IS RESPONSIBLE FOR VERIFYING ANY DATA BEFORE RELYING ON IT. USE OF THE DATA AND PROGRAM ARE AT THIRD PARTY'S SOLE RISK. ENTERGY MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF OR ACCESS TO THE DATA OR GREEN BUTTON CONNECT WILL BE UNINTERRUPTED, COMPLETELY SECURE, OR ERROR-FREE.**
11. **THIRD PARTY SHALL, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INDEMNIFY, PROTECT AND HOLD HARMLESS ENTERGY CORPORATION AND ITS SUBSIDIARIES, ASSIGNS, AND THEIR CONTRACTORS AND EACH OF THEIR OFFICERS, DIRECTORS, CONTROL PERSONS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES, CLAIMS, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, DEMANDS, FINES, REMEDIATION COSTS, PENALTIES, ATTORNEYS' FEES, COURT**

COSTS, LEGAL, ACCOUNTING, CONSULTING, ENGINEERING AND OTHER EXPENSES) THAT MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST THE INDEMNITEES OR ANY OF THEM INDIVIDUALLY OR COLLECTIVELY BY ANY PARTY OR PARTIES (INCLUDING, WITHOUT LIMITATION, A GOVERNMENTAL ENTITY), CAUSED BY, ARISING FROM, RELATING TO OR IN CONNECTION WITH, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY: (A) THIRD PARTY'S OR ITS AGENTS' BREACH OF ANY PROVISION OF THESE THIRD-PARTY TERMS; (B) AS A RESULT OF THIRD PARTY'S PARTICIPATION IN GREEN BUTTON CONNECT OR USE OF THE DATA; (C) UNAUTHORIZED USE OF DATA THIRD PARTY OBTAINS THROUGH GREEN BUTTON CONNECT; AND (D) ANY VIOLATION OF APPLICABLE LAW BY THIRD PARTY OR ITS AGENTS. INDEMNITEES MAY REQUIRE THIRD PARTY TO DEFEND ALL SUITS OR CLAIMS CONCERNING THE FOREGOING, PROVIDED THAT THEY AFFORD THIRD PARTY TIMELY NOTICE AND REASONABLE COOPERATION AT THIRD PARTY'S SOLE EXPENSE.

- 12. UNDER NO CIRCUMSTANCES SHALL INDEMNITEES HAVE ANY LIABILITY TO THIRD PARTY OR ITS AGENTS OR THEIR EMPLOYEES FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITIES, OR OTHER LOSS OR COSTS, HOWSOEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), AND EVEN IF INDEMNITEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, IN CONNECTION WITH THESE THIRD-PARTY TERMS, THE USE OF THE DATA, OR PARTICIPATION IN GREEN BUTTON CONNECT. EXCEPT AS REQUIRED BY LAW, IN NO EVENT SHALL INDEMNITEES' TOTAL LIABILITY TO THIRD PARTY OR ITS AGENTS OR THEIR EMPLOYEES FOR ALL DAMAGES EXCEED \$50. SUCH LIMITATIONS SHALL APPLY EVEN IF SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
13. Third Party's obligations pertaining to indemnification, limits of liability, insurance, and warranties shall survive expiration or termination of these Third-Party Terms.
14. Third Party may not assign or otherwise transfer its rights or obligations under these Third-Party Terms without Entergy's express, written consent. Any such assignment or transfer will be void, and will constitute a breach by Third Party.
15. Third Party agrees that no agency, partnership, joint venture, or employment with Entergy is created as a result of your agreement to these terms or receipt of Data.
16. The Entergy trademarks, service marks, tradenames, logos, domain names, and other names, marks and source identifiers displayed on or used with Green Button Connect or included with Data in any form (collectively, "Marks") are owned by us or third parties and licensed for Entergy's use in connection with Green Button Connect. Third Party is not granted by implication, estoppel, or otherwise, any right or license to use any Mark without the express written permission of Entergy or the applicable third-party Mark owner.

17. The validity and interpretation of these Third-Party Terms shall be governed in accordance with the laws of the state in which the applicable Customer's meter is located, excluding that state's conflict-of-laws provision. If litigation involves meters located in multiple states, then the law of Arkansas will apply. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING FROM, UNDER OR IN CONNECTION WITH THESE THIRD-PARTY TERMS OR GREEN BUTTON CONNECT.
18. Entergy's waiver of any breach or default under these Third-Party Terms shall not constitute a waiver of any subsequent breach. If a court of competent jurisdiction holds that any one of these Third-Party Terms is invalid or unenforceable, the remaining terms will remain in full force and effect, and Entergy will replace the invalid or unenforceable portions with provisions that accomplish the original intent. These Third-Party Terms, and Entergy's General Terms, Conditions, and Policies for the Use of the Website and Mobile Application which are incorporated herein by reference, and any applicable regulations pertaining to the Data constitute the entire agreement between Entergy and Third Party, and supersede all prior agreements pertaining to Green Button Connect and Data.
19. Entergy will provide at least 30 days' prior written notice of any changes to these Third-Party Terms. If you wish to continue to obtain Data after the effective date of such revised terms, you will need to affirm your agreement to them.
20. During system emergencies, including actual or suspected security events, Entergy may modify or discontinue Green Button Connect and the provision of Data through Green Button Connect without prior notice. Entergy may also provide Data through similar, substitute functionality such as improved technology, subject to 16 TAC § 25.130(d)(10).