

**DOCKET NO. E-100, SUB 161****SERVICE LEVEL AGREEMENT ("SLA")****1. Performance of System Operation**

Electric distribution companies ("EDCs") shall meet the performance requirement specified below with regard to each of the following elements of the permission-based data sharing platform (the "Platform"):

- a. Customer-facing authentication and authorization web pages and processes
- b. Customer data records delivered to customer-authorized third parties ("Third Parties") via Application Programming Interface ("API")
- c. Customer data records delivered to Third Parties outside of an API

Uptime Requirement: The utility shall ensure that availability of the Platform on each of the above dimensions exceeds 99.5% uptime. Uptime is calculated on a calendar month basis as the number of minutes the Platform is available for use and operating correctly without a Severity Level 1 or Severity Level 2 occurrence (defined below) divided by the total number of minutes, excluding scheduled maintenance windows (defined below).

Accuracy Requirement: The utility shall ensure that accurate customer data records are delivered at least 99.5% of the time, as calculated on a calendar month basis.

**2. Scheduled Maintenance Windows**

Scheduled maintenance windows shall not exceed 30 hours per year, as calculated by the announced duration from start time to finish time. To be considered a scheduled maintenance window, the utility shall provide at least fourteen (14) days advance notice to all Third Parties and post a public notice on the utility's website, describing the start date and time and end date and time. Failure to provide this advanced notice means that the maintenance period will accrue downtime.

3. Issue resolution

Uptime & Accuracy	Penalty
99.5% or above	No penalty
99.0% - 99.499%	5.0%
97.0% - 98.999%	10.0%

95.0% - 96.999%	20.0%
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Severity Classification	Acknowledgment time	Updates	Resolution time
<u>Level 1.</u> Critical function is not available or operating in a materially degraded manner	Same business day	Every business day 1	1 business day
<u>Level 2.</u> Critical function is not available or operating in a materially degraded manner, but a workaround exists	1 business day	Every business day 1	4 business days
<u>Level 3.</u> Non-critical function is not available or operating in a materially degraded manner	2 business days	Once per week	5 business days

“Acknowledgment” means the utility communicates to the Third Party that the issue is understood by the utility and the utility has commenced remediation efforts.

“Business day” means Monday through Friday excluding utility-recognized holidays.

“Critical function” includes, but is not limited to, customers completing authorizations without errors and delivery of the correct data in a timely manner without errors

“Updates” means email or telephone communication with affected Third Parties.

#### 4. Penalties

Failure to meet the uptime and accuracy requirements in any calendar month shall result in penalties. According to the table below, penalties are assessed by eliminating the presumption of prudence for the percent of the total amount of Platform funding for which the utility seeks cost recovery in its next general rate case.

Below 95.0%	50.0%
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#### 5. Limitations

This SLA shall not impose any penalties upon EDCs from poor performance caused by the following:

- a. Force majeure events outside the control of the EDC, including natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to EDC data centers;
- b. Delays, latencies or errors directly caused by an EDCs' advanced metering infrastructure ("AMI") communications network