

December 22, 2023

VIA ELECTRONIC FILING

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: FirstEnergy Pennsylvania Electric Company Docket No. A-2023-3038771, et al.

Dear Secretary Chiavetta:

In accordance with Section 5.592(a) of the Public Utility Code, please find enclosed the filing of FirstEnergy Pennsylvania Electric Company ("FE PA") in compliance with the Order of the Pennsylvania Public Utility Commission ("Commission") entered in the above-referenced proceeding on December 7, 2023 ("Consolidation Order").

In accordance with Ordering Paragraph No. 8 of the Consolidation Order, which provides that the Tariffs are "to be effective on one-days' notice after Commission Order approving the Settlement", FE PA is filing this new tariff reflecting the approved tariff shown in Appendix A to the Joint Petition for Settlement of All Issues to become effective on January 1, 2024. The attachment is the Consolidated FE PA Third Party Data Tariff.

This filing cancels and supersedes the following tariffs:

Met-Ed Third Party Data Access Tariff No. TP-1,
Penelec Third Party Data Access Tariff No. TP-1,
Penn Power Third Party Data Access Tariff No. TP-1, and
WPP Third Party Data Access Tariff No. TP-1.

Sincerely,



Joanne M. Savage
Director, Rates & Regulatory Affairs-PA
610-921-6525

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOINT APPLICATION OF	:	Docket Nos. A-2023-3038771
FIRSTENERGY PENNSYLVANIA	:	A-2023-3038792
ELECTRIC COMPANY	:	A-2023-3038793
	:	A-2023-3038794
	:	A-2023-3038795
	:	A-2023-3038807
	:	A-2023-3038808
	:	G-2023-3038818
	:	G-2023-3038819
	:	G-2023-3038820
	:	G-2023-3038821
	:	G-00020956

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing document upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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Respectfully submitted:

Joanne M. Savage

Dated: December 22, 2023

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FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

Third Party Data Access Tariff

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: December 22, 2023

Effective: January 1, 2024

Wade Smith, President

NOTICE

LIST OF MODIFICATIONS

CHANGES:

General – This tariff is issued in compliance with the Order in Docket Nos. A-2023-3038771 et al for FirstEnergy Pennsylvania Company.

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HOW TO USE LOOSE-LEAF TARIFF

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as “original page,” consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1 for example: “Original Page No. 2,” “Original Page No. 3,” etc.
2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as “First Revised Page No....,” the second time as “Second Revised Page No... ,” etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as “First Revised Page No. 2, superseding Original Page No. 2”; and the added page would be issued as “Original Page No. 2A.” If a second added page should be required, it would be issued as “Original Page No. 2B.” Subsequent reprints will be consecutively designated as “First Revised. ,” “Second Revised. ,” etc.
5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked “See following page for pending revision.” On the date when such revised page becomes effective, the page superseded should be removed from the Tariff.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Aggregated Customer Data – information pertaining to retail customers that has been (a) assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information, and (b) subjected to analysis functions to develop summation average or other analytical statistics, or both, for specific groups of retail customers in a manner that precludes the determination of the individual identities of the retail customer to which such information pertains.

Anonymous Customer Data – information pertaining to retail customers that has been assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information.

AMI Interval Data – electric demand and energy usage that are measured over specific consistent incremental time periods by advanced metering infrastructure (“AMI”) metering facilities provided by the Company at a retail customer’s premises and that may or may not be subject to the Company’s validation, editing, and estimation (“VEE”) processes or directly used for the purposes of determining the amounts owed by such retail customer for electric services.

Charges – all charges stated in the “Charges” section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for service performed hereunder.

Company – FirstEnergy Pennsylvania Electric Company.

Competition Act – the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. § 2801, et seq.

Conservation Service Provider – an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership, or other affiliated interest with an electric distribution company (66 Pa.C.S. § 2806.1.(m)).

Curtailement Service Provider – a PJM member or a special member, which action on behalf of itself or one or more other members or non-members, participates in the PJM Interchange Energy Market, Ancillary Services markets, Reliability Pricing Model, or any combination thereof by causing a reduction in demand.

Customer – a retail electric customer as defined in the Competition Act.

Definitions (Continued)

Customer Data – information pertaining to retail customers, including AMI Interval Data and customer account information, such as customer address, contact information, payment history, account number, and amount billed.

Electric Distribution Company (or “EDC”) – shall have the meaning set forth in the Competition Act.

EDC Tariff – the Company’s current PaPUC approved Electric Service Tariff.

Electric Generation Supplier – any person, corporation, or other entity that has received a certification from the Commission that it is eligible and licensed to supply electric energy, capacity, transmission, and ancillary services to Customers in the Company’s service territory under and pursuant to the Competition Act.

Electronic Data Interchange (“EDI”) – guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

FERC – the Federal Energy Regulatory Commission.

FirstEnergy Corp. (“FirstEnergy”) – the parent company of FirstEnergy Pennsylvania Electric Company.

Market Participant – has the same meaning as set forth in the PJM Tariff.

PaPUC (or “Commission”) – the Pennsylvania Public Utility Commission.

PJM – the regional transmission organization operated by PJM Interconnection, L.L.C., or its successor.

PJM Tariff – the PJM Open Access Transmission Tariff, including schedules and exhibits.

Rate District – Met-Ed (“ME”), Penelec (“PN”), Penn Power (“PP”) or West Penn (“WP”).

Tariff – Third-Party Data Access Tariff.

Third Party – a Conservation Service Provider or a Curtailment Service Provider.

RULES AND REGULATIONS

1. THE TARIFF

- 1.1 Filing and Posting.** A copy of this Tariff is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours. A copy of this Tariff is available at the Company's website www.firstenergycorp.com.
- 1.2 Revisions.** Subject to Section 2.3, this Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.
- 1.3 Application.** The Tariff provisions apply to all Third Parties seeking to obtain Customer Data pertaining to Customers located in the Company's service territory. The obligations and charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent provision or receipt of service in addition to any other remedies available to the Company.
- 1.4 Statement by Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

2. SCOPE AND PURPOSE OF TARIFF

- 2.1 Scope and Purpose of Tariff.** This Tariff defines the circumstances and terms and conditions under which the Company provides or makes available retail Customer Data to a Third Party.
- 2.2 Relationship of the Company, Customer, and Third Party.** The Company provides electric service to a Customer in accordance with the EDC Tariff. Through the course of providing this service the Company obtains, compiles, and stores Customer Data.
- 2.2.1** A Third Party must be authorized by a Customer to obtain data specific to such Customer from the Company. The Company must provide or make available, or both, such data to such Third Party subject to the terms, conditions, and limitations set forth in this Tariff.
- 2.2.2** The Company is not a party to the manner in which data are utilized by a Third Party and is not bound by any term, condition, or provision of any program or process employed by a Third Party in its utilization of such data. Any contractual arrangement to which a Third Party and Customer are parties is not part of this Tariff or the EDC Tariff. The Company is not a party to any such contractual arrangement between a Third Party and a Customer and is not bound by any term, condition, or provision of such an agreement.
- 2.2.3** A Third Party is not an agent of the Company. A Third Party has no authority to enter into any agreement on behalf of the Company; to amend, modify, or alter any of the Company's tariffs, contracts, or procedures; or to bind the Company by making any promises, representations, or omissions.
- 2.2.4** A Third Party has no authority to enter into any agreement pertaining to a Customer's electric service on behalf of such Customer or to modify or alter any such agreement on behalf of the Customer, or to bind the Customer by making any promises, representations, or omissions pertaining to such agreement.
- 2.3 FERC Jurisdictional Matters.** The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), as amended, or any rule, regulation, order, or determination of FERC under the FPA, then such FERC rule, regulation, order, or determination of the FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order, or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

3. COMMENCEMENT OF SERVICE

- 3.1 Prerequisites of Service.** Before commencing service hereunder, a Third Party must comply with the following prerequisites of service.
- 3.1.1** A Third Party must submit a completed registration form to the Company that acknowledges and accepts the Terms of Service set forth in Section 4 of this Tariff.
 - 3.1.2** A Third Party must demonstrate that it can meet all applicable continuing obligations described in Section 4 of this Tariff.
 - 3.1.3** A Third Party must have and demonstrate through the completion of any applicable Company testing program the ability to electronically access or retrieve, or both, data the Company provides or makes available, or both, in accordance with the Company's practices, procedures, and systems employed to provide or make available, or both, such data.
- 3.2 Incomplete Registrations.** In the event the Third Party submits an incomplete registration, the Company shall provide written notice to the Third Party of the registration's deficiencies within five (5) business days after the date of service of the registration. The Company will not process an incomplete application until the Third Party corrects the deficiencies and delivers a completed registration to the Company.
- 3.3 Commencement of Service.** Service hereunder shall commence within five (5) business days after the Company's acceptance of Third Party's complete registration provided that all of the information necessary for the Company to provide service hereunder has been submitted to the Company and any conditions established under Section 3 have been satisfied by the Third Party.

4. TERMS OF SERVICE

4.1 Third Party Continuing Obligations. The Third Party must continue to abide by the prerequisites of service of this Tariff, as applicable. In order to access or retrieve, or both, data specific to a Customer, the Third Party must accept the following terms of service:

- (a) The Third Party must obtain and maintain appropriate authorization from the Customer to access or retrieve, or both, data specific to the Customer, with such authorization documented in writing or electronically using the standard form set forth in Appendix B. If an authorization obtained by a Third Party from a Customer that allows such Third Party to access or retrieve, or both, data specific to such Customer expires or is revoked for any reason, the Third Party must no longer request access to or retrieve, or both, such data.
- (b) The Third Party will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules.
- (c) The Third Party acknowledges that any data specific to a Customer that it accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes.
- (d) The Third Party agrees that data specific to a Customer must not be sold or licensed to any other entity for any purpose.
- (e) The Third Party agrees to indemnify, defend, and hold harmless the Company from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of such Third Party in connection with the performance of its obligations under this Tariff, (ii) such Third Party's use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by a Third Party of its representations and promises.

4.2 Disclosure of Information Without Customer Authorization. Customer authorization is not required for a Third Party to access or retrieve, or both, Aggregated Customer Data or Anonymous Customer Data, or both, as described in Section 5 of this Tariff.

4.3 Company Continuing Obligations. For a situation in which the Company must provide or make available, or both, to a Third Party data specific to a Customer as described in Section 5.1.1 of this Tariff, such data must be provided or made available, or both, within one business day after the Company determines the data are available for the Customer, provided the Third Party is in compliance with applicable provisions in Section 3.1 of this Tariff and submits a request for such data prior to 5:00 p.m. Eastern Prevailing Time on the previous business day. The Company is not required to provide or make available, or both, revisions to data after such data are provided or made available, or both, to a Third Party in accordance with the provisions of this Tariff. In the event a Customer notifies the Company that a Third Party's authorization to access data specific to such Customer is terminated or revoked, the Company must terminate such Third Party's

further access to Customer Data under this Tariff within 5 business days after receiving such notification from the Customer.

- 4.4 Charges.** As applicable, charges are assessed by the Company for data provided or made available, or both, to such Third Party in accordance with the provisions of Section 5.2 of this Tariff. With respect to each request to access or retrieve, or both, Customer Data that is not available through standard automated processes, the Company will assess the requesting Third Party a charge of \$53 per hour, which will be billed by the Company in one-minute intervals.

5. DATA REQUEST AND RELEASE PROCESS

5.1 Data Options. A Third Party may access Customer Data in accordance with one or more of the following options, as applicable, provided such Third Party complies with applicable provisions in Section 4.1.

5.1.1 Individual Customer Data. As authorized by a Customer, a Third Party may access the data that is available for such Customer, including, but not limited to, usage for up to twelve consecutive months, load profile, rate class, peak load contribution, and network system peak load, via EDI or through a secure portion of the Company's website.

5.1.2 Aggregated and Anonymous Customer Data. A Third Party may request access to Aggregated Customer Data and Anonymous Customer Data as described in Section 5.2.

5.2 Requests for Aggregated and Anonymous Customer Data. A Third Party requesting Aggregated or Anonymous, or both, Customer Data will do so by submitting to the Company a data request through a secure portion of the Company's website that contains fields for the following information:

- (a) Name, address, phone, and email address of the Third Party requesting the data;
- (b) A description of the data requested and to be released;
- (c) A statement of the purpose for which the data will be used by the Third Party; and
- (d) A description of the time period for the data to be disclosed (e.g., twelve months of historical data).

5.3 Company Response to Requests for Aggregated and Anonymous Customer Data. Following the submission of a request for data by a Third Party in accordance with Section 5.2 of this Tariff, the Company will:

- (a) Confirm receipt of the request within three business days of receiving a request for data from a Third Party;
- (b) Respond within three business days of receiving a request for data from a Third Party as to whether any additional information is required for the Company to process the request;
- (c) Inform Third Party within ten business days of receiving a completed request for data as to whether it is able to grant the request and provide a proposed schedule for providing the requested data. If the Company responds that it cannot grant access to the requested data, it will provide specific reasons for why it cannot provide the data or offer other options for providing data access; an

(d) Notify the requesting Third Party of the data transmission and security requirements.

5.4 Standardized Data Output and Delivery. All data outputs will be in standard formats. Data will be accessible in specified formats such as XML or other agreed-upon formats. The Company will provide data through EDI or on a secure server on the Company's website where the requestor will retrieve it.

6. CONFIDENTIALITY OF INFORMATION

- 6.1 Generally.** All confidential or proprietary information made available by one party to the other in connection with the registration by a Third Party with the Company or the subsequent provision and receipt of Customer Data under this Tariff, or both, including, but not limited to, information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company receiving or providing Customer Data hereunder. Other than disclosures to representatives of the Company or Third Party for the purposes of enabling that party to fulfill its obligations under this Tariff, a party may not disclose confidential or proprietary information without the prior authorization or consent, or both, of the other party.
- 6.2 Customer Information.** The Third Party shall keep all Customer Data supplied by the Company confidential unless the Third Party has the Customer's written authorization to do otherwise.

7. PAYMENT AND BILLING

7.1 Third Party Payment of Obligations to the Company. A Third Party shall pay all Charges it incurs hereunder in accordance with the following provisions:

7.1.1 Billing Procedure. Each month, the Company shall submit an invoice to the Third Party reflecting all of the Charges assessed to it by the Company for all of the services provided to Third Party under this Tariff during the applicable billing period. The invoice may be transmitted to the Third Party by any reasonable method requested by the Third Party. A Third Party shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) banking days from the date of transmittal of the bill.

7.1.2 Manner of Payment. The Third Party shall remit payment to the Company by wire transfer to a bank designated in Section 7.1.3 of this Tariff. If disputes arise regarding a Third Party bill, the Third Party must pay the undisputed portion of disputed bills under investigation.

7.1.3 Wire Transfer. Payment to the Company by the Third Party must be made by electronic wire transfer or such other means as will cause payment to be available for use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

7.1.4 Late Fee for Unpaid Balances. If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be two percent (2%) per month of the unpaid balance.

8. LIABILITY

- 8.1 Limitations on Liability.** The Company is not liable for any act, omission, promise, or representation of any Third Party. To the extent that the Company receives a properly submitted request for applicable Customer Data and acts in accordance with the provisions of this Tariff, the Company is not liable for any conflict such actions may cause between a Third Party and a Customer. Although data provided or made available, or both, in accordance with the provision of this Tariff and produced and processed via Company systems and sources is considered to be reliable by the Company, no warranty expressed or implied is made regarding the accuracy adequacy, completeness, legality, reliability, or usefulness of any such data and applies to both the isolated and aggregated use of such data. The Company provides or makes available, or both, such data on an “as is” basis. All warranties of any kind expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination or corruption of any kind, and noninfringement of proprietary rights are disclaimed.

9. TERMINATION OF SERVICE

9.1 Termination. A Third Party has the right to terminate service hereunder at any time, upon notification to the Company.

The Company will terminate service permanently to a Third Party who fails to abide by the provisions set forth in the Third Party Continuing Obligations section of this Tariff (i.e., Section 4.1).

Also, the Company has the right to terminate service hereunder to a Third Party if:

- (a) The Third Party fails to make timely payments to the Company, as required by Section 7 of this Tariff, to access or retrieve, or both, data provided to or made available to, or both, such Third Party in accordance with the provisions of this Tariff; or
- (b) The Third Party is determined by the PaPUC or applicable court of law to be responsible for fraudulent representation or activity in association with this Tariff, which includes, but is not limited to, the unauthorized access or retrieval, or both, of Customer Data;

9.2 Survival of Obligations. Termination of service hereunder for any reason shall not relieve the Company or a Third Party of any obligation accrued or accruing prior to such termination.

10. ALTERNATIVE DISPUTE RESOLUTION

- 10.1 Informal Resolution of Disputes.** The Company and Third Party shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff or the conduct of activities, or both, hereunder. The Third Party's point of contact for all information, operations, questions, and problems under this Tariff shall be the Company's Customer Data Access Group.
- 10.2 Internal Dispute Resolution Procedures.** Any dispute between the Company and a Third Party under this Tariff shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon), such dispute, by mutual agreement, may be referred to mediation or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- 10.3 External Arbitration Procedures.** The arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. The arbitrator(s) chosen shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.
- 10.4 Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S.A. § 7341. The final decision of the arbitrator must also be filed with FERC and PaPUC, if it affects their respective jurisdictional rates, terms, and conditions of service or facilities.
- 10.5 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:
- (a) the cost of the arbitrator chosen by the party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
 - (b) the proportionate share of the cost of the single arbitrator jointly chosen by the parties.

- 10.6 Rights Under the FPA.** Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the FPA.
- 10.7 Rights Under the Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any party to file a complaint with the PaPUC under relevant provisions of the Pennsylvania Public Utility Code.

11. MISCELLANEOUS

- 11.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the Third Party at the address or email provided to the Company in its completed registration form and to the Company at the address on the first page of this Tariff or the email stated on the secure portion of the Company's website dedicated to requests for Customer Data. If given by electronic transmission, notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Third Party may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.
- 11.2 No Prejudice of Rights.** The failure by either the Company or the Third Party to enforce any of the terms of this Tariff shall not be deemed a waiver of the right of either to do so.
- 11.3 Governing Law.** To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment, and termination of this Tariff shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff, and the performance of the parties' obligations hereunder, are subject to and contingent upon (i) present and future local, state, and federal laws and (ii) present and future regulations or orders of any local, state, or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff, FERC, the PaPUC, or a court of competent jurisdiction issues an order under which a party hereto believes that its rights or interests, or both, under the Tariff are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights or interests. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue.

Appendix A
DATA ACCESS REGISTRATION FORM

Name of Registrant:	D&B DUNS Number:
Please state whether Registrant is a Curtailment Service Provider or Conservation Service Provider :	Years in Business: URL for Registrant’s Website:
Contact Name:	Title:
E-mail:	Phone:
Address: City:	State: Zip Code:
<p>To obtain or retrieve, or both, Customer Data maintained by FirstEnergy Pennsylvania Electric Company (“Company”), Registrant must submit electronic requests via the secure portal available at http://www.firstenergycorp.com/third_party_data_access.html. For the specific Rate District: <input type="checkbox"/> Met-Ed <input type="checkbox"/> Penelec <input type="checkbox"/> Penn Power <input type="checkbox"/> West Penn. Following submission of this completed registration form, the Company will provide Registrant a username and password to access the portal.</p>	
<p>The submission of this Registration Form to PA COM shall constitute the Registrant’s acknowledgement and acceptance of all the terms, conditions, and requirements of the Third-Party Data Access Tariff approved by the Pennsylvania Public Utility Commission (the “Commission” or “PUC”) at Docket Nos. A-2023-3038771 et al. (the “Tariff”).</p>	
<p>By sending an electronic request for Customer Data to PA COM, Registrant represents and warrants that:</p> <ol style="list-style-type: none"> 1. Registrant has obtained valid and appropriate customer authorization to access or retrieve, or both, data specific to such customer. 2. Registrant will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules. 3. Any customer-specific data that Registrant accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes. 4. Any data specific to a Customer must not be sold or licensed to any other entity for any purpose. 5. Registrant agrees to indemnify, defend, and hold the Company harmless from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of Registrant in connection with the performance of its obligations under the Tariff, (ii) Registrant’s use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by Registrant of its representations and promises. 	
<p>The undersigned represents and warrants that they have the authority to act on behalf of and to bind Registrant to perform the terms and conditions set forth herein.</p>	
Signature of Authorized Representative:	Date:
Name:	Title:

Appendix B
CUSTOMER AUTHORIZATION FORM



Customer Letter of Authorization Form

(please complete one copy of this form for each electric distribution company)

We hereby authorize _____ to act on our behalf to secure historical electric usage information on an ongoing basis for the purpose of evaluating historical energy usage patterns and other relevant information for the provision of energy related services. This authorization will remain in effect for twenty-four (24) months or until we provide _____ with thirty (30) days advance written notice of termination of the authorization whichever is earlier. _____ will treat all historical electric usage information obtained under this authorization as confidential information.

This form must be completed in its entirety and signed by the customer of record or by someone who has power of attorney or other legal right to sign the customer's name on their behalf.

SIGNED		DATE
<input type="text"/>		
PRINT NAME		
<input type="text"/>		
TITLE		
<input type="text"/>	<input type="text"/>	<input type="text"/>
PHONE	FAX	EMAIL
<input type="text"/>		
CUSTOMER LEGAL ENTITY NAME		
<input type="text"/>		
ADDRESS		
<input type="text"/>		
ELECTRIC DISTRIBUTION COMPANY NAME		

20-DIGIT CUSTOMER NUMBER(S) (AS SHOWN ON PAGE 3 OF LATEST BILL)
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

PLEASE ATTACH CUSTOMER NUMBERS OR INCLUDE ELECTRONIC LIST IF REQUESTING MORE THAN 5 ACCOUNTS

Return this completed form and one utility bill for each electric distribution company account to your account representative at _____.

Curtailment Service Providers and Conservation Service Providers (Pennsylvania only) should return completed Customer Letter of Authorization forms to ThirdPartyAccess@firstenergycorp.com

Revised: 04/2022