SECTION C COMPANY TERMS AND CONDITIONS OF STANDARD SERVICE

1. APPLICATION

These Terms and Conditions of Standard Service apply to service under the Company's tariffs that provide for Power Supply (generation and transmission), and Delivery (distribution) service. Customers requesting only distribution service from the Company, irrespective of the voltage level at which service is taken, as provided for in the Customer Choice and Electricity Reliability Act, shall be served under the Company's tariffs and the Terms and Conditions of Open Access Distribution Service.

Standard Service furnished by the Company is subject to the terms and conditions of the applicable tariffs and Terms and Conditions of Standard Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Michigan Public Service Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for Standard Service. Failure of the Company to enforce any of the terms of these tariffs and Terms and Conditions of Standard Service shall not be deemed a waiver of its right to do so.

A copy of all tariffs and Terms and Conditions of Standard Service is on file with the Michigan Public Service Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the customer shall designate the rate schedule on which the application or contract shall be based. Where applicable the customer may change from one rate schedule to another once at the end of each full 12-month period or as specified by tariff or contract, upon written application to the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

A written agreement may be required from each customer before service will be commenced. A copy of the agreement will be furnished to the customer upon request.

By receiving service under a specific tariff, the customer has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

When the customer desires delivery of energy at more than one point, a separate agreement will be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff. Conjunctive billing and/or aggregate demands are prohibited. Under certain circumstances the Company may have provided two services to fulfill the customer's lighting and power requirements at a single location and the metering for the two services have been combined for billing. Existing such arrangements are explicitly grandfathered until an account change occurs. Once an account change occurs, combined billing of grandfathered multiple meters

(Continued on Sheet No. C-2.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-1.00)

would end. Each point of delivery would then require a separate agreement for each separate point of delivery. For new service/accounts, multiple metering is permitted only for Company convenience

2. BILLS FOR STANDARD ELECTRIC SERVICE

A. General

Bills for electric service will be rendered monthly at intervals of approximately 30 days in accordance with the tariff selected applicable to the customer's service. All bills are rendered as "net" bills and are subject to a late payment charge if the account is delinquent. Late payment charges will be assessed on Residential bills in accordance with Rule 460.122 and on Commercial and Industrial bills in accordance with Rule 460.1614. A late payment charge shall not be assessed against any residential customers who are participating in the winter protection plan as described in Rule 460.148 and Rule 460.149 of the Consumer Standards and Billing Practices for Residential Customers. Any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days.

It may be necessary for the Company to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage, or other circumstances of force majeure prevent actual meter readings. Pursuant to Rule 460.113, any bill rendered on an estimated basis shall be clearly and conspicuously identified. In the event of the stoppage of or the failure of any meter to register an accurate amount of energy consumed, as described in Rule 460.116, the customer will be charged or credited for such period on an estimated consumption based upon energy use during a similar period of like use. Meter errors shall be reconciled in accordance with Rule 460.3309. This estimation shall include adjustments for changes in customer's load during the period the meter was not registering properly. As stated in Rule 460.116 (2), any meter in service that remains broken as determined by a specific test of the meter or that does not correctly register customer usage for a period of 6 months or more shall be removed and customers will not be required to pay bills generated from these meter readings beyond the 6-month period from the date the meter malfunction occurred. This rule does not alter the provisions of Rule 460.3613 governing the testing and replacement of electric meters.

A bill shall be mailed, transmitted, or delivered to the customer not less than 21 days before the due date. Failure to receive a bill properly mailed, transmitted, or delivered by Company does not extend the due date. Upon request the Company will advise the customer of the approximate date on which the bill will be mailed each month, and if the bill is lost, the Company will issue a duplicate.

B. Non-residential

Billing errors for non-residential accounts shall be rectified as described in Rule 460.1617. If a customer has been overcharged, the utility shall refund or credit the amount of the paid overcharge to the customer. Overcharges shall be credited to customers with 7% interest,

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA (Continued on Sheet No. C-3.00)

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-2.00)

commencing on the 60th day following payment. The Company is not required to adjust, refund, or credit an overcharge beyond the 3-year period immediately preceding discovery of the billing error, unless the customer is able to present a record establishing an earlier date of occurrence or commencement of the error.

In cases of unauthorized use of utility service, the customer may be back billed for the amount of the undercharge. The back bill may include interest at the same 7% interest rate applied to overcharges.

In cases not involving unauthorized use of utility service, the customer may be back billed for the amount of the undercharge during the 12-month period immediately preceding discovery of the error. The Company shall offer the customer at least the same number of months for repayment equal to the time of the error. The back bill shall not include interest.

C. Residential

Billing errors for residential accounts shall be rectified as described in Rule 460.126. If a customer has been overcharged due to a billing error, the Company shall refund or credit the amount of the paid overcharge plus 7% APR interest on the bill immediately following the discovery of the error. Upon customer request, overcharges greater than \$10 shall be refunded within 30 days. The Company is not required to adjust, refund, or credit an overcharge plus 7% APR interest for more than the 3 years immediately preceding discovery of the billing error, unless the customer is able to establish an earlier date for commencement of the error. The interest on the overcharge shall be applied on the 60th day following the paid overcharge.

If the Company undercharges a customer, the following provisions apply:

In cases that involve unauthorized use of utility service the utility may back bill the customer for the amount of the undercharge using the commission-approved process for estimating the bill. The utility may charge fees for unauthorized use of utility service in accordance with commission-approved tariffs.

In cases that do not involve unauthorized use of utility service, the utility may back bill the customer for the amount of the undercharge during the 12-month period immediately preceding discovery of the error, and the utility shall offer the customer reasonable payment arrangements for the amount of the back bill, which shall allow the customer to make installment payments over a period at least as long as the period of the undercharge. The utility shall take into account the customer's financial circumstances when setting payment amounts.

D. Budget Bill Payment Options

In addition to paying the actual monthly bill amount, Residential customers using electric service with a satisfactory payment history shall have the option of paying bills under one of the Company's two budget billing plans – the Equal Payment Plan (EPP) or the Average Monthly Payment Plan (AMPP), both of which are described below.

(Continued on Sheet No. C-4.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-3.00)

Under the Equal Payment Plan (EPP), the total service for the succeeding 12-month period is estimated in advance and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced.

In case the actual service used during any equal payment period exceeds the bills as rendered on the EPP, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. Such excess may be added to the estimated use for the next normal equal payment period of 12 months and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the EPP during such period, as specified in R460.118, if a customer has a credit balance of more than \$10.00 at the end of the period, upon the request of the customer, the utility shall either return the credit balance or credit it to the next month's bill. If the balance is less than \$10.00, the utility shall credit the amount to the customer's account.

If a customer fails to pay bills as rendered on the EPP, the Company shall have the right to withdraw the EPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights which the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the EPP, the amount of any excess payments made under the EPP will be applied as a credit on the next month's bill. Likewise, if there is a deficiency in payments, the amount of deficiency will be added to next month's bill.

Under the Average Monthly Payment Plan (AMPP), variations in customer billings are minimized by allowing the customer to pay an average amount each month based on the current month's billing plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMPP. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMPP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMPP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMPP will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMPP year – twelve (12) consecutive months. At the end of the AMPP year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new

(Continued on Sheet No. C-5.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-4.00)

AMPP year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan ends.

If a customer fails to pay bills as rendered on the AMPP, the Company shall have the right to withdraw the AMPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the AMPP, the amount of any overpayment made under the AMPP will be applied as a credit on the next month's bill. Likewise, any amount of under payment will be applied as a charge to the next month's bill.

3. INSPECTION

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence with such laws or ordinances.

Before furnishing service, Company shall require a certificate or notice of approval from a duly recognized authority stating that customer's wiring has been installed in accordance with local and state requirements.

No responsibility shall attach to the Company because of any waiver of these requirements.

4. SERVICE CONNECTIONS

The Company will, when requested to furnish service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

The Company reserves the right to make final determination of selection, application, location, routing and design of its service facilities and meter location. If the customer requests special routing of the service facilities and or meter location, the customer will be required to pay the extra cost, if any, resulting from the special routing of service facilities and or meter location.

All customers' wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

(Continued on Sheet No. C-6.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-5.00)

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same, including any and all required engineering studies.

When a customer requests additional engineering studies beyond the normal overhead and/or underground options providing an adequate plan of service, as designated by the Company, for a new or relocated service, the Company shall charge the customer, payable in advance, for actual cost incurred by the Company to conduct such studies. Normal engineering studies include any obvious options such as overhead and underground installations.

Where service is supplied from an underground distribution system which has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the meter location where it is necessary that the location of the meter be inside the customer's building. The customer shall reimburse Company for the cost of the portion of cable and duct from the property line to the terminus of cable inside the building.

5. LOCATION AND MAINTENANCE OF COMPANY'S EQUIPMENT

The Company shall have the rights to construct its poles, lines, and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points convenient for the purpose, as required to serve the customer. The customer shall keep company equipment clear from obstruction and obstacles including landscaping, structures, etc., and provide suitable space for the installation, repair and maintenance of necessary measuring instruments so that the instruments may be protected from injury by the elements or through negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

When Company facilities are damaged due to customer actions or negligence, the Customer shall be responsible for the costs of repairs.

6. RELOCATION OF COMPANY'S FACILITIES AT CUSTOMER'S REQUEST

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change including any and all required engineering studies.

7. COMPANY'S LIABILITY

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such supply should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns or injury to machinery, transmission lines, distribution lines, or other facilities of the Company. Further, the Company shall not be liable for damages for interrupting service to any customer, whenever in the judgment of the Company such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of

(Continued on Sheet No. C-7.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-6.00)

the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system.

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.

The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of the supply of energy.

The Company is not responsible for loss or damage to customer's property caused by the disconnection or reconnection of service to the customer's facilities. The Company is not responsible for loss or damages to customer's property caused by the theft or destruction of Company facilities by a third party.

The Company will provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), meters, and other apparatus that may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

8. CUSTOMER'S LIABILITY

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except Company employees or agents of the Company shall make any internal or external adjustments to, or otherwise interfere with, or break the seals of meters or other Company-owned equipment installed on customer's property.

The Company shall have the right to enter, at all reasonable hours, the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of termination of service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

(Continued on Sheet No. C-8.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-7.00)

9. USE OF ENERGY BY CUSTOMER

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service other than as provided herein. Service will not be furnished under any tariff of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service. For purposes of this tariff, the provision of electric vehicle charging service for which there is a direct per kWh charge shall not be considered resale of service. It shall be understood that upon the expiration of a contract the customer may elect to renew the contract upon the same or another tariff published by the Company available in the locality in which the customer resides or operates and applicable to the customer's requirements. In no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from, or in addition to, that generally furnished to other customers receiving electrical supply under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another during the term of contract except with the consent of the Company or within a reasonable period after a Commission-approved change in tariffs.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is, or will be, detrimental to its general service.

The customer is responsible to provide any timing equipment and timing control signals to operate time differentiated load.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors which are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and of a type equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in the customer's connected load.

The operation of certain electrical equipment can result in disturbances (e.g., voltage fluctuations, harmonics, etc.) on the Company's transmission and distribution systems that can adversely impact the operation of equipment for other customers. Customers are expected to abide by industry standards, such as those contained in ANSI/IEEE 519 or the IEEE/GE voltage flicker criteria, when operating such equipment. The Company may refuse or disconnect service to customers for using

(Continued on Sheet No. C-9.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-8.00)

electricity or equipment that adversely affects distribution service to other customers. Copies of the applicable criteria will be provided upon request.

The Company will not supply service to customers who have other on-site sources of electric energy supply except under the tariffs that specifically provide for same.

The customer shall not be permitted to operate the customer's own generating equipment in parallel with the Company's service except on written permission of the Company or under specifically approved tariffs.

The Company may provide service to and take service from certain qualifying facilities defined as cogeneration or small power production facilities. Such sales and purchases are subject to contract and Commission authorization.

10. RESIDENTIAL SERVICE

Individual residences shall be served individually with single-phase service under the appropriate residential tariff. Customer may not take service for three or more separate living units through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment house with a number of individual apartments, the landlord shall have the choice of providing separate wiring for each apartment so that the Company may supply each apartment separately under the residential tariff, or of purchasing the entire service through a single meter under the appropriate general service tariff without submetering the service to the apartments. This central metering provision shall not be permitted for new customers.

In a two-family dwelling the owner may, at the owner's option, take service through a single meter under the residential tariff instead of providing separate wiring for both dwelling units. When service is taken through a single meter, the two-family dwelling will be billed as a single-family residence.

The residential tariff shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional, or other gainful purposes or which requires three-phase service. Single-phase motors of 10 HP or less may be served under the appropriate residential tariff. Larger single-phase motors may be served where, in the Company's sole judgment, the existing facilities of the Company are adequate.

Under these circumstances, customer shall have the choice of: (1) separating the wiring so that the residential portion of the premises is served through a separate meter under the residential tariff and the other uses as enumerated above are served through a separate meter or meters under the appropriate general service tariff, or (2) taking the entire service under the appropriate general service tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

(Continued on Sheet No. C-10.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-9.00)

11. RESORT SERVICE

Where customers desire electric service for summer homes, summer resort hotels, or other summer resort establishments which are located adjacent to existing distribution lines of the Company and can be served without the extension of primary lines, they shall have the privilege of purchasing all-year service under the applicable all-year tariffs or of purchasing service for less than a full year under the applicable residential or general service tariffs, subject to payment in advance of an amount commensurate with the cost of handling the customer's account, for connection to and disconnection from the Company's lines.

12. EXTENSION OF SERVICE

- A. Residential Service
 - i. Charges

For each permanent, year-round dwelling, the Company will provide a single-phase line extension excluding service drop at no additional charge for a distance of 200 feet. Distribution line extension in excess of the above footage will require an advance deposit of \$3.50 per foot for all such excess footage. There will also be a nonrefundable contribution equal to the cost of right-of-way and clearing on such excess footage. Three-phase extensions, as required to service large developments, will be on the same basis as Commercial and Industrial.

ii. Measurement

The length of any main line distribution feeder extension will be measured along the route of the extension from the Company's nearest facilities from which the extension can be made to the customer's property line. The length of any lateral extension on the customer's property shall be measured from the customer's property line to the service pole. Should the Company for its own reasons choose a longer route; the applicant will not be charged for the additional distance; however, if the customer requests special routing of the line, the customer will be required to pay the extra cost resulting from the special routing.

iii. Refunds

During the five-year period immediately following the date of payment, the Company will make refunds of the charges paid for a financed extension under provisions of paragraph (i) above. The amount of any such refund shall be \$165 for each permanent electric service subsequently connected directly to the facilities financed by the customer. Directly connected include any amount of contribution in aid of construction for underground service made under customers are those that do not require the construction of more than 100 feet of lateral primary distribution line. Such refunds will be made only to the original depositor and will not

(Continued on Sheet No. C-11.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-10.00)

include any amount of contribution in aid of construction for underground service made under the provisions of the Company's underground service policy as set forth in this section. The total refund shall not exceed the refundable portion of the contribution.

- B. Commercial or Industrial Service
 - i. Company Financed Extensions

Except for contributions in aid of construction for underground service made under the provisions of Item 13, C of these rules, the Company will finance the construction cost necessary to extend its facilities to serve commercial or industrial customers when such investment does not exceed two times the annual capacity power supply and delivery charge revenue anticipated to be collected from customers initially served by the extension.

ii. Charges

When the estimated cost of construction of such facilities exceeds the Company's maximum initial investment as defined in paragraph (i), the applicant shall be required to make a deposit in the entire amount of such excess construction costs. Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of paragraph (ii).

iii. Refunds

That portion of the deposit related to the difference in the cost of underground construction and the equivalent overhead facilities shall be considered nonrefundable. This amount shall be determined under the applicable provisions of the Company's underground service policy as set forth in this section.

The Company will make refunds on remaining amounts of deposits collected under the provisions of paragraph (ii) above in cases where actual experience shows that the capacity power supply and delivery charge revenues supplied by the customer are sufficient to warrant a greater initial investment by the Company. Such refunds shall be computed as follows:

(1) Original Customer

At the end of the first complete 12-month period immediately following the date of initial service, the Company will compute a revised revenue credit based on two times the actual capacity power supply and delivery charge revenue provided by the original customer in the 12-month period. Any amount by which twice the actual annual capacity power supply and delivery charge revenue exceeds the Company's initial revenue estimate will be made available for refund to the customer; no such refund shall exceed the amount deposited under provisions of paragraph (ii) above.

(Continued on Sheet No. C-12.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-11.00)

- (2) Refunds for additional new customers directly connected to the financed extension during the refund period will be governed by Section 12, A, iii.
- iv. Loads of Uncertain Duration

When, in the opinion of the Company, the permanence and continuance of the customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service to cover the Company's costs of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the customer's premises. The advance deposit with the Company will be made up of two components (1) the estimated cost of constructing the facilities to serve the customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to the Company storeroom, minus the estimated value of salvaged materials to be returned to storeroom at the end of the electrical service.

Any customer making an advance deposit under this section is eligible for a rebate of the monies advanced under (1) of the preceding paragraph, beginning with the first full billing month for full operation of the customer's facility and ending with the 24th consecutive month thereafter. The rebate will be 40% of the monthly electric service paid by the customer. The total amount of all rebates shall not exceed the amount of the monies advanced under (1) of the preceding paragraph. In addition, following the continuous use of electric service for twenty-four (24) months, any monies held by the Company will be promptly refunded to the customer. The Company, at its discretion, may accept a letter of credit or performance bond, payable to the Company, in lieu of an advance deposit.

C. General

The Company will extend its lines to serve domestic customers and farm customers for year-round service under applicable tariffs subject to the following conditions:

- i. Extensions hereunder shall be built by the Company in accordance with its construction standards and shall be single phase unless the Company elects to build polyphase lines.
- ii. In those cases where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree trimming permits, the applicant or applicants shall secure the same without cost to the Company, or assist the Company, in obtaining such rights-of-way on private property or tree trimming permits before construction

(Continued on Sheet No. C-13.00)

(Continued from Sheet No. C-12.00)

shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

13. UNDERGROUND ELECTRIC LINES

A. General

In case of all direct burial underground extensions of electric distribution facilities as covered by conditions as set forth in this Section 13, the real estate developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated difference in cost between overhead and direct burial underground facilities. "Distribution facilities" means those operated at 20,000 volts or less to ground for wye connected systems and 20,000 volts or less for delta connected systems. Charges in this Section 13 are in addition to any charges that may be required in Section 12 for equivalent overhead facilities.

B. Residential

i. In Subdivisions

(1) Distribution Facilities

The distribution system in a new residential subdivision and an existing residential subdivision in which electric distribution facilities have not already been constructed shall be placed underground, except that a lot facing a previously existing street or county road and having an existing overhead distribution line on its side of the street or county road shall be served with an underground service from these facilities and shall be considered a part of the underground service area.

The owner or developer of such shall be required to make a nonrefundable contribution in aid of construction to the Company, for direct burial underground distribution facilities, in an amount equal to the sum of the lot front-foot measurement multiplied by \$ 4.50, which amount shall be considered to be the difference in cost between overhead and direct burial underground distribution facilities.

The front-foot measurement of each lot to be served by a residential underground distribution system shall be made along the contour of the front lot line. The front lot line is that line which usually borders on or is adjacent to a street.

However, when streets border on more than one side of a lot, the shortest dimension shall be used. In case of a curved lot line that borders on a street or streets and represents at least two sides of the lot, the front-foot measurements shall be considered as one-half the total measurement of the curved lot line. Where a lot is served by an underground service

(Continued on Sheet No. C-14.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-13.00)

from an overhead distribution line, the lot front-foot measurement shall be deleted. The construction provided for in the \$ 4.50 per lot front-foot contribution in aid of construction includes the extension of electric underground distribution facilities to the lot line of each lot in the subdivision.

The use of the lot front-foot measurement in these rules shall not be construed to require that the underground electric distribution facilities be placed on the front of the lot.

(2) Service Facilities

The Company shall install, own, and maintain the service line from the property line to the customer's meter. For normal installation of the service line, the developer or customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$6.00 per trench foot.

ii. Outside of Subdivisions

(1) Distribution Facilities

The customer located outside of subdivisions shall be required to make a nonrefundable contribution in aid of construction to the Company in an amount equal to the estimated total difference in cost between overhead and underground construction costs.

(2) Service Facilities

For normal installation of the service line, the customer shall make a nonrefundable contribution in aid of construction to the Company in an amount equal to \$6.00 per trench foot.

iii. Mobile Home Parks, Condominiums and Apartment House Complexes

The distribution and service facilities for new and existing mobile home parks, condominiums, and apartment house complexes in which electric facilities have not already been constructed shall be placed underground.

The owner or developer of such mobile home parks, condominiums, and apartment house complexes shall be required to make a nonrefundable contribution in aid of construction to the Company for distribution facilities in an amount equal to \$4.50 per trench foot and service facilities in an amount equal to \$12.25 per trench foot and \$11.25 per kVA for transformers (installed). Owners or developers of mobile home parks shall be required to deposit the entire amount of the estimated cost of construction, subject to the refund provisions of Section 12 B (iii).

(Continued on Sheet No. C-15.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-14.00)

C. Commercial and Industrial

Commercial distribution and service lines in the vicinity of the customer's property and constructed solely to serve a customer or group of adjacent customers shall be placed underground. This will specifically include, but not be limited to, service to shopping centers. Industrial distribution and service lines shall be placed underground at the option of the customer. The developer or customer shall be required to make a nonrefundable contribution in aid of construction to the Company for the following facilities which amount shall be considered to be the difference in cost between overhead and direct burial underground facilities:

i. Distribution facilities - Single-phase - \$4.50 per trench foot. Three-phase - \$3.00 per trench foot.

ii. Transformers - Single-phase - \$8.00 per kVA (installed). Three-phase - \$12.50 per kVA (installed).

- Service, as this term is generally understood in the electric utility field, (on customer's property) - Single-phase - \$8.00 per trench foot. Three-phase - \$12.50per trench foot.
- D. Plug-in Electric Vehicle (PEV) Extensions

Company sponsored programs to promote PEV charging equipment may reduce or suspend Contribution In Aid to Construction (CIAC) of standard overhead and underground construction costs for service to stand-alone PEV charging equipment installations. This does not include nonstandard items such as directional bore, push bore, hand dig or placement of conduit except upon Company preference.

E. Special Conditions

Where practical difficulties exist, such as water conditions, rock near the surface, or where there are requirements for deviation from the Company's construction standards such as directional boring, the per foot charges in B and C will not apply, and the contribution in aid of construction will be equal to the estimated difference in cost between overhead and underground facilities but not less than the charge calculated under B and C.

An additional amount of \$1 per foot shall be added to the trenching charges for the practical difficulties associated with winter construction in the period from December 15 to March 31, inclusive. This charge will not apply to jobs that are ready for construction and for which the construction meeting has been held prior to November 1.

F. Replacement of Existing Overhead Electric Facilities

Existing overhead residential, commercial, and industrial electric distribution and service lines shall be replaced with underground facilities at the option of the affected customer or customers. Before construction is started, the customer shall be required to pay the Company the depreciated cost (net cost) of the existing overhead facilities plus the cost of removal less the salvage value thereof and, also, make a nonrefundable contribution in aid of construction in an amount equal to the estimated difference in cost between new underground and new overhead facilities including, but not limited to, the costs of breaking and repairing streets, walks, parking lots, and driveways, repairing lawns, and replacing grass, shrubs, and flowers.

(Continued on Sheet No. C-16.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-15.00)

14. TEMPORARY SERVICE.

Temporary service is electric service that is required during the construction phase of a project and/or electric service that is provided to new customers for a period not to exceed 12 months except in cases of large construction projects and the customer has notified the Company of the need to extend this timeframe. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service for residential construction will be supplied using Tariff R.S. Temporary service for general service construction will be supplied under the appropriate published general service tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines, transformers, and generating equipment. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. In no case shall revenue credits apply to cover costs associated with temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

15 DENIAL OR DISCONTINUANCE OF SERVICE

Pursuant to Rules 460.136, 460.137, and 460.1625, the Company reserves the right to shutoff service to any customer without notice, in case of an emergency or to prevent fraud upon the Company. Additional shutoff of service rules applicable to nonresidential service are set forth in the MPSC Rules in Part 7 of the Billing Practices Applicable to Non-Residential Electric and Gas Customers, as referenced herein, and are set forth, as applicable, to residential service in Part 8 of the Consumer Standards and Billing Practices for Electric and Gas Residential Service, as referenced herein.

Any shutoff of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum charge that may be effective.

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

(a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or

(b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or

(c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or

(d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or

(e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or

(f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

(Continued on Sheet No. C-17.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-16.00)

The Company may disconnect service without request by the customer and without prior notice only:

(a) If a condition dangerous or hazardous to life, physical safety, or property exists; or

(b) Upon order by any court, the Commission or other duly authorized Public Authority; or

(c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or

(d) If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected customer is responsible for such tampering.

16. SPECIAL SERVICE CHARGES.

The following schedule reflects the amounts to be charged for the special services stipulated. The Company will endeavor to comply with customer requested work subject to a minimum of three days prior notification and / or manpower availability.

	SCHEDULE OF CHARGES	AMOUNT
1.	Reconnect during regular business hours.	\$78.13
2.	Reconnect during workday overtime hours and all day Saturday.	\$93.00
3.	Reconnect on Sundays or holidays.	\$177.00
4.	Trip charge where Company employees are sent to customer premises to specifically notify the customer that bill payment is due.	\$33.00
5.	Disconnect trips where notification is left for the customer at the premises because of access or other issue, or the customer signs a Company form agreeing to make payment by the end of business the same day and no disconnect is made.	\$41.00
6.	Reconnect when disconnect is required to be made from a vault, manhole, or service box.	\$732.19
7.	Reconnect when disconnect is required to be made at pole during regular business hours.	\$97.50
8.	Reconnect when disconnect is required to be made at pole during workday overtime hours and all day Saturday.	\$132.00
9.	Reconnect when disconnect is required to be made at pole on Sunday or holidays.	\$245.00
10.	Trip charge for no-power service call when the customer's facilities are clearly at fault or for scheduled work and customer is not ready and the customer was advised of the charge.	\$42.81
11.	Meter test or change when charge is permitted in accordance with the provision of MPSC Consumer Standards and Billing Practice Rules.	\$39.06
12	Customer's check returned for nonsufficient funds.	\$20.00

(Continued on Sheet No. C-18.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-17.00)

17. AUTOMATED METER INFRASTRUCTURE (AMI) METER OPT OUT TARIFF PROVISION (RESIDENTIAL ONLY)

Customers served on residential tariffs RS, RS-TOD, RS-OPES/PEV, RS-TOD2, and RS-SC have the option to choose to retain or receive an Automated Meter Reading (AMR) meter.

In order for a customer to be eligible to receive an AMR meter, the customer shall have no documented instances, within the past 24 months, of known unauthorized use, theft, or fraud. Further, the customer will have zero instances of threats of violence toward Company employees or its agents.

Customers selecting an AMR meter shall pay the following charges per premise:

I&M Michigan Residential Customer AMI Opt-Out Charges				
Up Front Charge:	\$80.30	A one-time charge per meter, when the request is received after the AMI meter is installed		
Monthly Charge:	\$9.75	Per month at each premise		

Customers electing this provision will not be able to access the benefits of having an AMI meter. All charges and provisions of the customer's applicable tariff shall apply.

18. MISCELLANEOUS CUSTOMER CHARGES

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and the cost of making repairs necessitated by such use and/or tampering, plus a charge of \$50 per occurrence. Under such circumstances, the Company will institute the procedures outlined in the Consumer Standards and Billing Practice Rules.

19. CUSTOMER OWNED EQUIPMENT TROUBLESHOOTING.

When requested by the customer to investigate any problems with customer owned equipment that is connected to the Company's system, such as a generator, transformer, or other unique customer-owned facilities, the Company will conduct investigations at no charge to the customer. Company will make all reasonable attempts to resolve any problems when the Company is found to be at fault. If the customer owned equipment is found to be at fault, the Company may at the customer's request, and upon mutual agreement, continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material incurred.

(Continued on Sheet No. C-19.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA

ISSUED UNDER AUTHORITY OF THE MICHIGAN PUBLIC SERVICE COMMISSION DATED JANUARY 23, 2020 IN CASE NO. U-20359

AFTER FEBRUARY 1, 2020

EFFECTIVE FOR SERVICE RENDERED ON AND

(Continued from Sheet No. C-18.00)

20 VOLTAGES

The standard nominal distribution service voltages within the service area of the Company are:

Secondary		Primary				
Single Phase	Three Phase	Single Phase	Three Phase			
120/240 Volts	120/208 Volts	2400 Volts**	4160/2400 Volts**			
120/208 Volts	120/240 Volts*	7200 Volts	12470/7200 Volts			
480 Volts	277/480 Volts	19950 Volts	34500/19950 Volts			
	480 Volts*					
* Not available when supplied from 34500/19950 primary distribution systems.						
** Limited to existing 4160/2400 volt distribution systems or from a dedicated						
subtransmission or transmission station.						

The standard subtransmission and transmission service voltages within the service area of the Company are:

Subtransmission	Transmission
Three Phase	Three Phase
34.5 kV	138 kV
69 kV	345 kV
	765 kV

Voltages listed above are not available at all locations. The Company must be consulted regarding their availability at any particular location.

21. TAX ADJUSTMENT AND FRANCHISE FEES

Bills to customers receiving service within the limits of political subdivisions which levy special license fees, franchise fees or any other such fee against the Company or its operation or the production or sale of electric energy shall be increased by a uniform per meter surcharge calculated on an annual basis to offset such special fee or any new or increased special fee, thereby preventing other customers from being compelled to share such local fees.

(Continued on Sheet No. C-20.00)

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AFTER FEBRUARY 1, 2020

EFFECTIVE FOR SERVICE RENDERED ON AND

(Continued from Sheet No. C-19.00)

22. DATA PRIVACY POLICY

Definition of Data Privacy Policy Terms

- A. Types of Data:
 - a. "**Customer Data**" means any combination of Personal Data, Customer Account Information, and Consumption Data.
 - i. "Personal Data" means information collected or known by the Company that merit special protection including the standard types of personal identification information used to establish an account. Personal Data is limited to name and address in conjunction with birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver's license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.
 - ii. **"Consumption Data"** means customer specific electric usage data, or weather adjusted data, including but not limited to kW, kWh, voltage, var, power factor, and other information that is recorded by the electric meter for the Company and stored in its systems. Consumption Data also includes payment and service history, account number, and amount billed.
 - iii. **"Customer Account Information**" means personally identifiable information including Personal Data and Consumption Data. Customer Account Information also includes information received by the Company from the customer for purposes of participating in regulated utility programs, including, but not limited to bill pay assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
 - b. "Aggregated Data" means any Customer Data the Company assembles and compiles into an aggregated data set from multiple individuals, residences, tenants or commercial buildings.
 - c. "Anonymized Data" means any Customer Data, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.
 - d. **"Weather Adjusted Data"** means electric consumption data for a given period that has been normalized using stated period's heating or cooling degree days.
- B. **"Contractor"** means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.
- C. **"Customer"** means an account holder (at least 18 years old or an emancipated minor), corporation, municipality or other government agency, which has agreed, orally or otherwise, to pay for electric service from the Company.

(Continued on Sheet No. C-21.00)

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EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-20.00)

- D. **"Informed Customer Consent"** means, in the case where consent is required: (1) the Customer is provided with a clear statement of the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) process by which the Customer may revoke consent. In no case shall silence by the Customer ever be construed to mean express or implied consent to a request by the Company, or its Contractors. Customer consent shall be provided directly from the Customer and documented in writing, subject to forms and processes as defined by the Company.
- E. **"Primary Purpose"** means the collection, use, or disclosure of information collected by the Company or supplied by the Customer in order to: (1) provide, bill, or collect for, regulated electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the Company or under contract with the Company, under contract with the Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance; and (5) disclosure of customer name and address to a provider of appliance repair services in compliance with MCL 460.10a(9)(a), or to otherwise comply with the Code of Conduct.
- F. **"Secondary Purpose"** means any purpose that is not a Primary Purpose.
- G. **"Standard Usage Information"** means the usage data that is made generally available by the Company to all similarly situated Customers on a regular basis, delivered by the Company on the Company's website through a data portal, email or by US Mail.
- H. **"Third-party"** means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.
- I. "Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.

General Company Data Privacy Policy

The Company shall collect and manage Customer Data in providing utility service to its Customers. The Company shall take appropriate measures to protect this data in its possession against loss, theft, and unauthorized access. The Company shall not release Customer Data to Third Parties without Informed Customer Consent, with exception of those customers availing themselves to social service agencies. The Company may provide Customer Data to its Contractors; however, the Contractor must be contractually bound to maintain the confidentiality of the individual customer energy usage/billing data.

(Continued on Sheet No. C-22.00)

ISSUED FEBRUARY 10, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR SERVICE RENDERED ON AND AFTER FEBRUARY 1, 2020

(Continued from Sheet No. C-21.00)

Collection and Use of Customer Data

- 1. The Company or its Contractor collects Customer Data as necessary to accomplish Primary Purposes.
- 2. The Company may collect and use Customer Data for Primary Purposes without Informed Customer Consent.
- 3. Informed Customer Consent is necessary before use or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- 4. The Company will not sell Customer Data unless the Company receives Informed Customer Consent or Commission consent, except in connection with sales of certain aged account receivables to collection firms for purposes of removing this liability from Company accounts.
- 5. The Customer may request that Consumption Data specific to the Customer be released to the Customer or a Third Party of the Customer's choice. Such requests may be made by calling the Company's Customer Operations Center at 1-800-311-6424 or by requesting such online at the Company's website <u>www.indianamichiganpower.com</u>. The Customer calling with the request must be listed on the Customer's account and be able to authenticate their identity.
- 6. The Company shall not release Customer Data to Third Parties without Informed Customer Consent. A written consent form can be obtained by calling the Company's Customer Operations Center, accessing the Company's website or following this LINK. Once completed by the Customer, the written consent form can be submitted to the Company's Customer Service personnel by email at inforelease@aep.com, fax at 1-800-281-3916 or U.S. mail. The written consent form will be activated for use by the Company on the first business day following receipt of the form. Once the Company receives Informed Customer Consent from the Customer, the Company is not responsible for loss, theft, alteration, or misuse of the data by Third Parties or Customers after the information has been transferred to the Customer or the Customer's designated Third Party.

Disclosure without Informed Customer Consent

- 1. The Company shall disclose Customer Data when required by law or Commission rules. This includes law enforcement requests supported by warrants or court orders, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
- 2. The Company may disclose Customer Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.
- 3. Informed Customer Consent is not required for the disclosure of customer name and address to a provider of a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure, or to a value-added program or service competitor, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2).

(Continued on Sheet No. C-23.00)

ISSUED AUGUST 19, 2020 BY TOBY L. THOMAS PRESIDENT FORT WAYNE, INDIANA EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF SEPTEMBER 2020

Т

(Continued from Sheet No. C-22.00)

4. Informed Customer Consent is not required for the Company's disclosure of Aggregated or Anonymized Data.

Disclosure to Contractors

- 1. The Company shares Customer Data with the Company's Contractors working on behalf of the Company for Primary Purposes only, without obtaining Informed Customer Consent.
- Contracts between the Company and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Company for any purpose not defined in the applicable contract.
- 3. The Company requires its Contractors who maintain Customer Data to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Customer Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Data.

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EFFECTIVE FOR BILLS RENDERED BEGINNING WITH THE BILLING MONTH OF SEPTEMBER 2020