

USER AGREEMENT VERSION 1.2, CURRENT AS OF NOVEMBER 16TH, 2020

THIS USER AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE YORK REGION NON-WIRES ALTERNATIVE DEMONSTRATION PROJECT (the “Demonstration”) WEBSITE AND ASSOCIATED SOFTWARE PORTAL (collectively, the “Platform”) AND THE CONTENT, INFORMATION AND SERVICES PROVIDED ON OR THROUGH THE PLATFORM. IT EXEMPTS ALECTRA UTILITIES CORPORATION (the “DSO”) AND OTHER PERSONS FROM LIABILITY AND LIMITS THEIR LIABILITY AND CONTAINS OTHER IMPORTANT PROVISIONS THAT YOU SHOULD READ. EACH TIME YOU USE THE PLATFORM, THIS USER AGREEMENT AS IT THEN READS, WILL GOVERN YOUR USE. ACCORDINGLY, WHEN YOU USE THE PLATFORM YOU SHOULD CHECK THE DATE OF THIS USER AGREEMENT AND REVIEW ANY CHANGES SINCE THE LAST VERSION.

You acknowledge that you are the primary Delegate for the purposes of accessing the Platform and further, that you are the User for the purposes of this Agreement. Under no circumstances are you permitted to share your password or login information with another person, including the Other Delegate. In the event the Other Delegate becomes the primary Delegate and is required to access the Platform, you will inform the DSO and the DSO will reset the password function, thereby requiring the Other Delegate to create a new password and agree to the terms of this Agreement as the User, prior to accessing the Platform.

Section 1. TERMS

- 1.1 The capitalized terms not defined herein will have the meaning ascribed to them in the Rules.
- 1.2 The following terms shall have the meaning ascribed to them below:
 - (a) “Account” means a User account on the Platform, which provides access to the Platform and allows the User to utilize the Platform functionalities and stores the Personal Information of the User.
 - (b) “Agreement” means this User Agreement, as amended, supplemented, modified or restated from time-to-time.
 - (c) “Arbitrator” has the meaning ascribed to it in Section 20.1 herein.
 - (d) “Content” has the meaning ascribed to it in Section 11.1 herein.
 - (e) “Contract for Energy Services” means a contract entered into between the DSO and an Eligible Registrant that successfully clears the Local Capacity Auction and is awarded a Local Capacity Obligation for one or more of its Eligible DERs, and includes, as applicable, the Contract for Energy Services (Direct Participant) and the Contract for Energy Services (Aggregators), the forms of which are attached as Appendix D to the Rules.
 - (f) “Customer Privacy Policy” means the privacy policy issued by the DSO and available at <https://www.alectrautilities.com/privacy-policy>, as supplemented by Section 10 of the Rules.
 - (g) “Demonstration” has the meaning ascribed to it in the header of this Agreement.

- (h) “DSO” means Alectra Utilities Corporation, sometimes referred to herein as “us”, “we” or “our”.
- (i) “Electronic Communication” means e-mail, in-app notifications or Platform updates, and includes Bids, Offers and Capacity Offers.
- (j) “Intellectual Property Rights” has the meaning ascribed to it in Section 3.1(i) herein.
- (k) “License” has the meaning ascribed to it in Section 4.1 herein.
- (l) “Losses” has the meaning ascribed to it in Section 16.2 herein.
- (m) “Notice of Arbitration” has the meaning ascribed to it in Section 20.2 herein.
- (n) “Other Delegate” means the additional Delegate that is appointed pursuant to the Rules by the Registrant, Eligible Registrant or Participant, as applicable, to act on its behalf for the purposes of the Demonstration.
- (o) “Party” means either the DSO or the User, as the context requires, and “Parties” shall mean both of them.
- (p) “Personal Information” means personally identifiable information or data, and includes any information that is subject to the Customer Privacy Policy.
- (q) “Platform” has the meaning ascribed to it in the header of this Agreement, which software portal is hosted by the DSO and is cloud based and accessible via the Website.
- (r) “Privacy Legislation” refers to the Privacy Act as applicable to NRCan, MFIPPA as applicable to the DSO, and FIPPA as applicable to the IESO.
- (s) “Privacy Legislation Records” has the meaning ascribed to it in Section 5.2 herein.
- (t) “Representative” means with respect to a Party, such Party's directors, officers, employees, general partners, agents and consultants (including legal advisors, financial advisors, accountants and advisors performing audit or inspection services) and with respect to the DSO only, includes its shareholder, and those individuals at Util-Assist Ltd. that are providing services with respect to the Demonstration.
- (u) “Rules” means the rules governing the Demonstration as published by the IESO on September 14, 2020, which may be Amended in accordance with their terms, from time to time, and which rules are available on the Website.
- (v) “User” means an individual that is a user of the Website and the Platform that is authorized as a Delegate of a Registrant, Eligible Registrant or Participant, as applicable, may also be referred to herein as “you”, “their” or “theirs”.
- (w) “Website” means the www.YRDemo.com website, or such other website as the DSO may designate from time to time.

1.3 A reference to the Registrant, Eligible Registrant or Participant in this Agreement, refers to the specific entity for which the User is the Delegate.

Section 2. USER AGREEMENT

- 2.1 This Agreement represents an agreement made by and between the User and the DSO and has the effect of legal contract. Please read this Agreement carefully prior to using the Website or the Platform. Your access to and use of the Website and the Platform is conditional upon your acceptance of, and compliance with, this Agreement. This Agreement applies to all visitors of the Website and Users of the Platform, and others who may access the Website or the Platform.
- 2.2 By continuing to access or use the Website or the Platform, you signify your acceptance of and commit to comply with this Agreement and the Rules.
- 2.3 The DSO reserves the right to amend, modify, remove, or add to the Agreement at any time without your consent. Such modifications shall be effective immediately when posted. Accordingly, it is the User's responsibility to review the Agreement whenever accessing or using the Website or the Platform. For your reference the date on which the Agreement was last modified appears at the beginning of this document. Your use of the Website or the Platform, after the posting of modifications to the Agreement will constitute your acceptance of the Agreement, as modified. If, at any time, you do not wish to accept the Agreement, you must cease accessing the Website or using the Platform. Any terms and conditions proposed by you, which are in addition to or which conflict with this Agreement, are expressly rejected by the DSO and shall be of no force or effect.
- 2.4 The DSO's failure to insist upon or enforce any performance of any provision of this Agreement shall not be construed as a waiver of any provision or rights contained in the Agreement.
- 2.5 You may print a copy of this Agreement for your reference. You understand and agree that the DSO may discontinue or change the Website or the Platform at any time, without notice. You also understand and agree that the DSO may discontinue or restrict your use of this Platform in the event you are in default of one or more of this Agreement, the Rules, or the Contract for Energy Services.

Section 3. ACCEPTABLE USE

- 3.1 In connection with using or accessing the Website or the Platform you will not:
 - (a) use the Website or the Platform in any way that causes, or may cause damage to the Website or the Platform or impairment of the availability or accessibility of the Website or the Platform;
 - (b) transmit to or in any way, whether directly or indirectly, expose the DSO to any computer virus or other similarly harmful or inappropriate material or device;
 - (c) carry out any activities that are in any way unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (d) breach or circumvent third-party rights or our systems, policies, or determinations of your Account status;
 - (e) use any Electronic Communication feature of the Platform for any purpose that is unlawful, tortious, abusive, and intrusive on another's privacy, harassing, libelous,

defamatory, false, inaccurate, misleading, deceptive, embarrassing, obscene, threatening or hateful;

- (f) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (g) distribute viruses or any other technologies that may harm the Platform, the Website or the interests or property of other persons;
- (h) use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access the Website or the Platform for any purpose;
- (i) interfere with the functioning of the Platform, such as by imposing an unreasonable or disproportionately large load on our infrastructure;
- (j) export or re-export any application or tool from the Website or the Platform;
- (k) infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "**Intellectual Property Rights**") that belong to or are licensed to the DSO. Some, but not all, actions that may constitute infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to the DSO or someone else;
- (l) infringe any Intellectual Property Rights that belong to third parties affected by your use of the Website or the Platform;
- (m) with respect to the Platform or the Website, commercialize any application or any information or software associated with such application;
- (n) harvest or otherwise collect information about other Users without their consent; or
- (o) circumvent any technical measures used to access and utilize the Platform.

Section 4. LICENSE TO USE THE WEBSITE AND THE PLATFORM

- 4.1 The DSO grants you a non-exclusive, non-transferable and personal license to access and use the Website and the Platform (the "**License**"). The License shall include the right to view, download for caching purposes only and print Content from the Website or the Platform for your own use, subject to the restrictions set out below and conditioned on your continued compliance with this Agreement.
- 4.2 You agree not to "deep-link" to the Website or the Platform, resell or permit access to the Platform to others, and republish, reproduce, rent, sublicense or modify any materials appearing on the Website or the Platform for resale or for any other purpose to others. For the avoidance of doubt, you shall be responsible and bound by any unauthorized use of the Website or the Platform, made in breach of this section.
- 4.3 The License granted under this Agreement may be suspended or terminated by the DSO if:

- (a) the DSO believes that any information provided by you, including your e-mail address, is no longer current or accurate;
- (b) if you fail to comply with this Agreement; or
- (c) you are in breach of the Rules or the Contract for Energy Services, or both,

and upon such violation, you agree to cease accessing the Website and the Platform and the DSO may, in its sole discretion and without notice, terminate your access to the Platform, and remove and discard any information or Content.

- 4.4 You acknowledge that the DSO does not provide advice or recommendations regarding the Local Capacity Auction, Local Energy Auction, or Bids or Offers, as applicable on the Website or the Platform.

Section 5. PRIVACY AND CONFIDENTIALITY

- 5.1 All Personal Information will be collected in accordance with Section 10 (Confidentiality) of the Rules and the Customer Privacy Policy. The confidentiality provisions of the Rules should be read in conjunction with the Agreement.

- 5.2 The User acknowledges and agrees that the DSO, and the IESO and NRCAN, as sponsors of the Demonstration, and their respective Representatives are subject to the Privacy Legislation, and that the Privacy Legislation applies to and governs all recorded information in any form or medium that is provided by the DSO, the IESO, NRCAN or its respective Representatives to the User, or provided by the User to the DSO or its Representatives for the purposes of participating in the Demonstration, or created by the User in the performance of its obligations under the Demonstration, and that is in the custody or control of the DSO (the "**Privacy Legislation Records**"), and may require the disclosure of such the Privacy Legislation Records to third parties. To the extent that the DSO, the IESO or NRCAN must comply with disclosure obligations under the Privacy Legislation, the User agrees:

- (a) to keep the Privacy Legislation Records in its possession secure;
- (b) to provide the Privacy Legislation Records to the DSO within seven (7) calendar days of being directed to do so by the DSO for any reason under the Privacy Legislation, including an access request or privacy issue; and
- (c) to implement other specific security measures that in the reasonable opinion of the DSO would improve the adequacy and effectiveness of the User's measures to ensure, for the purposes of the Privacy Legislation, the security and integrity of the Privacy Legislation Records held in the User's possession.

Section 6. REPRESENTATIONS & WARRANTIES

- 6.1 You represent and warrant:

- (a) as an individual registering as a Delegate on behalf of the Registrant, Eligible Registrant or Participant, as applicable, that you are authorized to act on its behalf and such legal entity is duly organized and validly existing under the applicable laws of its jurisdiction;

- (b) you are able to form legally binding contracts on behalf of the Registrant, Eligible Registrant, or Participant, as applicable, and you are not temporarily or indefinitely suspended from using the Platform, nor are you a person with whom transactions are prohibited under economic or trade sanctions;
- (c) on behalf of the Registrant, Eligible Registrant or the Participant, as applicable, or of your own accord, you have not directly or indirectly engaged or attempted to engage in conduct, alone or with another person, that you know, or ought reasonably to know:
 - (i) exploits any of the Local Energy Auctions conducted during the Commitment Period, including by, without limitation, exploiting any gap or defect in the Rules or the Contract;
 - (ii) circumvents any of the Rules or the Contract;
 - (iii) manipulates any of the Local Energy Auctions, including by, without limitation, manipulating the determination of the Local Energy Price for an Activation Hour;
 - (iv) undermines through any means the ability of the DSO or the IESO to carry out its powers, duties or functions under Laws or the Rules; or
 - (v) interferes with the determination of a market price or dispatch outcome by competitive market forces; and
- (d) you have read and understood this Agreement and the Rules.

Section 7. USE AND ACCESS TO THE WEBSITE AND THE PLATFORM

- 7.1 The Platform may not be available in all jurisdictions and the DSO reserves the right to limit or prohibit the use of the Platform in certain jurisdictions.
- 7.2 You shall be responsible for providing and maintaining the means by which to access the Website and the Platform.
- 7.3 You shall be responsible for all access and service fees necessary to connect to the Website or the Platform and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Website and the Platform.
- 7.4 The DSO and its Representatives use data encryption and firewalls to maintain the security of the information received through the Website and the Platform. Nevertheless, security and privacy risks cannot be eliminated. YOUR USE OF THE PLATFORM, INCLUDING CONTENT WITHIN THE SERVICES, IS AT YOUR OWN RISK AND NEITHER THE DSO NOR ITS REPRESENTATIVES REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND THE DSO EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. NEITHER THE DSO NOR ITS REPRESENTATIVES MAKE COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE CONTENT WITHIN THE PLATFORM OR WEBSITE, THE SUPPORT PROVIDED FOR THE PLATFORM OR WEBSITE, THE SPECIFIC FUNCTIONS OF THE PLATFORM OR WEBSITE, THE SECURITY OF THE PLATFORM OR WEBSITE , OR THE PLATFORM OR WEBSITE'S RELIABILITY, QUALITY, ACCURACY,

AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

- 7.5 As a further security precaution, you must access and use the Platform using commercially available browser software, and you may not use your browser software's "save password" feature. Once you have initiated a session in connection with the Platform, you must not leave the computer from which you have accessed the Platform unless and until you have terminated the session and logged off the Platform. When you complete a session, you are responsible for clearing your browser's cache or temporary internet files to ensure your Personal Information is not accessible by others.
- 7.6 You agree not to provide or make known your user name, password or e-mail address to any other person, including the Other Delegate, for the purpose of facilitating such person's access to or use of the Platform or the unauthorized delivery or receipt of any Electronic Communication or information from the DSO.
- 7.7 If you allow any third party, including the Other Delegate, to access the Platform (including any of your Accounts) in a manner unauthorized by the DSO, you will indemnify the DSO and its Representatives, and hold each of them harmless against any and all liability, costs or damages arising out of any claim or suit by a third party based upon or relating in any way to such access or use of the Website and the Platform.
- 7.8 In light of the foregoing, you represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.
- 7.9 You agree that neither the DSO nor any of its Representatives will be liable in any way to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.
- 7.10 The DSO may suspend the Platform at any time without liability. The User agrees that the Platform is being provided and is accessible on an "as is" basis. Neither the DSO nor its Representatives guarantee the availability of the Platform or the quality and availability of the services or functionalities of the Platform.

Section 8. YOUR ACCOUNT

- 8.1 Users are required to have an Account in order to use the functionalities of the Platform. Subject to this Agreement, Users shall apply for an Account upon first accessing the Platform. The DSO, in its discretion and in accordance with the Rules, may accept or reject the User's application for an Account.
- 8.2 The DSO will only open an Account provided that the User is, on behalf of the Registrant, able to provide all the required information during the Account opening process, including the Personal Information. Failure to provide any of the required information will result in your inability to open an Account and use the online auction platform on the Platform.
- 8.3 Notwithstanding the Other Delegate, the Account shall be accessible only by the User. In the event the Other Delegate becomes the primary Delegate and is required to access the

Platform, you will inform the DSO and the password function shall be reset, thereby requiring the Other Delegate to create a new password and agree to the terms of this Agreement as the User, prior to accessing the Platform.

- 8.4 By using an Account, you agree and represent that you will provide truthful, accurate and complete information, maintain and update your Account information. You agree to take full responsibility for all use and misuse that occurs under your Account (including all transactions using your Account) and for all resulting loss, damage, and liability.
- 8.5 Notwithstanding anything contained in the Rules, the DSO may, in its sole discretion limit the number of Accounts any one User may hold or modify or suspend the User's Account without liability.

Section 9. AUCTIONS

- 9.1 You acknowledge that the Platform is provided strictly to enable the User to participate in the Local Capacity Auction and, if applicable, the Local Energy Auction on behalf of the Eligible Registrant or Participant, respectively. You further acknowledge that the DSO facilitates the auction process, but does not purchase or sell energy services or Electricity.
- 9.2 All Bids/Offeres are placed by Users directly on the Platform's online auction platform. Bids/Offeres are accepted in accordance with Appendix E (Activation & DLMP Mechanism) of the Rules.
- 9.3 The DSO does not provide any advice, recommendation or strategy with respect to Capacity Offers, or Bids/Offeres. Neither Capacity Offers nor Bids/Offeres are reviewed by the DSO for suitability, however Capacity Offers or Bids/Offeres that do not comply with the Platform's online auction platform requirements will not be accepted.
- 9.4 All Capacity Offers and Bids/Offeres are deemed to be final and not reversible. The DSO accepts no liability or responsibility for any incorrect Capacity Offer or Bid/Offer entered by the User.
- 9.5 In the case of network outage or similar situation, the DSO bears no responsibility for any outcomes or consequences that may arise.
- 9.6 In order to avoid situations of "market manipulation", in the event of any verifiable disruption or malfunction in the use or operation of any Electronic Communications or submission of Bids/Offeres to the Local Energy Auction or Local Capacity Auction, the nullification or modification of transactions may be necessary for the maintenance of a fair and orderly auction process or the protection of other Users and the public interest. In such circumstances the DSO may, in its reasonable discretion, review such transactions and declare such transactions arising out of the use or operation of such facilities during such period null and void or modify the terms of these transactions, in accordance with the maintenance of a fair and orderly auction process. The DSO, absent extraordinary circumstances, must initiate action upon knowledge of the occurrence of an event of any verifiable disruption or malfunction in the use or operation of any Electronic Communications and the Platform's online auction platform. Each User involved in the transaction shall be notified as soon as practicable by the DSO.

- 9.7 For greater certainty, the User expressly agrees, that in order to maintain a fair auction process and to avoid situations of “market manipulation”, the DSO may nullify, reverse or cancel a Capacity Offer or Bid/Offer or adjust the execution price of a Capacity Offer or Bid/Offer if a deliberate attempt at “market manipulation” is found or if there is an event of a verifiable disruption or malfunction in the use or operation of any Electronic Communications or the Platform’s online auction platform.

Section 10. PAYMENT AND FEES

- 10.1 The User is not required to pay any fees to use the Platform. Notwithstanding the foregoing, in the event the Eligible Registrant fails to submit the Auction Deposit as required by the Rules, the DSO may terminate the Registration in accordance with the Rules and access to the Platform will be terminated.
- 10.2 All amounts settled between the Participants and the DSO during the term of the Contract with respect to the Local Energy Auction shall be settled outside of the Platform in accordance with terms of the Contract.

Section 11. USE OF INFORMATION

- 11.1 The content, information and materials (“**Content**”) contained in, or available on the Website or the Platform such as legal, financial, or information with respect to energy markets or prices is for general information purposes only and is made available on an “as is and as available” basis. The Platform, Website and any Content may be changed, updated, modified, or deleted at any time and without notice. The DSO assumes no liability for any information provided by its Representatives, regardless of its accuracy. Any action taken by you is your decision, and the User absolves the DSO of any liability for any outcome that may occur.
- 11.2 The Content of the Website and the Platform is intended only for the utilization of the User. All Content and material published on the Website or the Platform is not for redistribution to third parties in any form or for any purpose whatsoever. Unless otherwise stated, the Website, the Platform and their Contents are copyright and may not be used except for the purposes of the Demonstration without the explicit written permission of the DSO.
- 11.3 The User agrees that the Website, the Platform and the Content thereon will not be used in any claims, proceedings, suits, actions, regulatory complaints or any adversarial process against the DSO, the IESO or NRCan or any of its Representatives.

Section 12. CLIENT RELATIONSHIP

- 12.1 The use of the Website and the Platform by the User does not create a client relationship between the DSO and the User or the DSO and Registrant, Eligible Registrant or Participant, as applicable. The DSO is not acting in any fiduciary capacity in regard to the material on the Website or the Platform.

Section 13. NO OFFER OR SOLICITATION

- 13.1 Nothing on the Website or the Platform shall be construed as an offer to sell or a solicitation of an offer to buy Electricity or other services by the DSO.

Section 14. TERMINATION OF AGREEMENT

- 14.1 This Agreement shall terminate immediately and without notice upon the termination of the Registration or the Contract, as applicable, or the termination of the Demonstration.
- 14.2 A default by the Registrant or Eligible Registrant under the Rules, or by the Participant under the Contract, constitutes an event of default under this Agreement and the DSO may, in its discretion, terminate this Agreement upon the occurrence of such an event.
- 14.3 Upon termination of this Agreement, the User shall cease to have access to the Platform.

Section 15. ELECTRONIC COMMUNICATION

- 15.1 The User is advised that all forms of Electronic Communications are recorded and may be used for compliance review and/or training purposes.

Section 16. WAIVER OF LIABILITY AND BREACH

- 16.1 Except as may be provided in these terms, neither the DSO, its Affiliates, nor the DSO's Representatives assume liability or responsibility for any claim, application, loss, injury, delay, accident, cost, business interruption costs or any other expenses arising from (a) the Website and the Platform and your use of it; (b) your violation of this Agreement or any agreement incorporated by reference in this Agreement; and/or (c) your violation of any rights of any other person or entity or of any Laws.
- 16.2 To the fullest extent permitted by applicable law, you agree and understand that neither the DSO, its Affiliates, nor the DSO's Representatives will be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these terms or your use of the Platform. Neither the DSO, its Affiliates, nor the DSO's Representatives shall be responsible for any lost profits, lost revenues, lost business opportunities, diminution in value, including any alleged loss or diminution in value of personal information, or any other losses (collectively, "Losses") arising from or in connection with these terms or your use of or access to the Platform or Website, including, but not limited to, losses resulting from or in connection with: the deletion of, alteration of, mis-delivery of, or failure to store data maintained or transmitted by the services; the limiting, suspension or termination of your account; your downloading or sharing of information, including personal information, via the Platform; the unauthorized access to your account or any data maintained or transmitted by the Platform; links provided by the Platform or Website or third parties to external sites or resources.
- 16.3 In no event shall the total aggregate liability of the DSO, its Affiliates and the DSO's Representatives for any and all damages and causes of action related to the Website and the Platform exceed the amount paid by you, if any, for the use of the Platform. The foregoing provisions shall apply regardless of the cause of action, whether arising in tort (including but not limited to negligence), contract or any other legal theory.
- 16.4 Without prejudice to any other rights in this Agreement, if you breach in whole or in part any provision contained herein, the DSO reserves the right to take such action as it sees fit, including (but not limited to) terminating this Agreement or any other agreement in place with you, terminating or blocking access to the Platform.

Section 17. PLACE OF BUSINESS

- 17.1 The DSO and the servers upon which the Website and the Platform are hosted are based in Ontario, Canada. It is the User's responsibility to ensure that they are in full compliance with their local laws when using the Website and the Platform.
- 17.2 The User is liable for any damages incurred by using any aspect of the Website and the Platform as a result of breaking any laws in your jurisdiction of residence.
- 17.3 The User agrees to hold the DSO harmless in the event the DSO or its Representatives face legal action as a result of the User's actions.

Section 18. THIRD PARTY LINKS AND CONTENT

- 18.1 The Website may contain links to third party websites or services that are not owned or controlled by the DSO. The DSO is not responsible for and makes no representations, warranties, or conditions concerning the contents of any linked website or any link contained in a linked website, including but not limited to those that may be misleading, incomplete, offensive or otherwise objectionable. All other websites that are linked to the Website have been independently developed by other third parties and are provided to you for your convenience. It is your responsibility to verify any information contained within any linked websites before relying on such advice and may be subject to terms and conditions contained in those websites. In addition, the DSO is not responsible or liable for any loss or damage resulting in your dealing with a third-party, the IESO, the OEB or NRCan and you understand by interacting with third-party content is at your own risk.
- 18.2 You agree not to hold the DSO or its Representatives responsible for the content or operation of such websites. A hyperlink from the Website to another website does not imply or mean that the DSO endorses the content on that website or the operator or operations of that website. You are solely responsible for determining the extent to which you may use any content at any other websites to which you might link from this Website.
- 18.3 Any third party intellectual property used by the DSO in the Content of the Website or the Platform should not be interpreted as meaning that the third party owner sponsors, endorses, or is in any way affiliated with DSO or with the DSO's business.
- 18.4 The DSO accepts no responsibility or liability in respect to any such third party materials or for the operation or content of other websites, products or services.

Section 19. MISCELLANEOUS

- 19.1 *Governing documents:* The User acknowledges and agrees that this Agreement is being entered into for the purposes of the Demonstration, which is governed by the Rules. Furthermore, in the event the DSO issues a Contract for Energy Services to the Eligible Registrant, the Contract for Energy Services may also be in full force and effect. In the event of any conflict or inconsistency between such documents between the DSO and the Registrant, Eligible Registrant or the Participant, as applicable, any conflict or inconsistency shall be resolved in accordance with the following hierarchy: (i) if applicable, the Contract for Energy Services, Schedule 1 – Terms & Conditions; (ii) if applicable, the Cover Page (as such term is defined in the Contract for Energy Services); (iii) the Rules; (iv) this Agreement.

- 19.2 *Survival.* The provisions of Article 5 and Article 16 and Sections 7.4, 7.7, 7.9, 8.4, 11.2, 11.3, 17.2, 17.3, 18.1, 18.2, and 18.4 shall survive the termination of this Agreement. The termination of this Agreement shall not affect or prejudice any rights or obligations that have accrued or arisen under this Agreement prior to termination and such rights and obligations shall survive the termination of this Agreement for a period of time equal to the applicable statute of limitations.
- 19.3 *Third Party Rights:* Other than the Registrant, Eligible Registrant or the Participant, as applicable, the IESO or NRCan, and where the context so requires, the DSO's Representatives and Affiliates, a Person who is not a party to this Agreement has no right to enforce it.
- 19.4 *Headings:* Headings of sections are for convenience only and shall not be used to limit or construe such sections.
- 19.5 *Waiver:* The DSO's failure or delay in exercising any right, power or privilege under this Agreement will not operate as a waiver thereof.
- 19.6 *Delay:* The DSO will not be liable for any delay.
- 19.7 *Severability:* If any provision of these Rules or its application to a Party or circumstance is restricted, prohibited or unenforceable, the provision shall be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting its application to the other party to this Agreement or circumstances.
- 19.8 *Assignment:* The provisions of this Agreement will enure to the benefit of and be binding upon the DSO its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons. You may not assign or transfer any of your rights or obligations under this Agreement without prior written consent from the DSO acting in its sole and absolute discretion. The DSO may assign or transfer this Agreement (including any or all of its rights or obligations under this Agreement, in whole or in part) without obtaining your consent or approval.
- 19.9 *Force Majeure:* You agree that neither the DSO nor any of its Representatives will be liable in any way to you or to any other person for any delays, losses, errors or omissions resulting from a force majeure event, or from an act of any government or legal authority, or from any other event beyond the DSO's control.
- 19.10 *Jurisdiction:* This Agreement shall be governed by the laws of the Province of Ontario and applicable federal Canadian law and by using the Website or the Platform you consent to be bound by them. The Parties acknowledge and agree that the Platform and Website are hosted in Ontario, thereby creating a legal nexus to such province.
- 19.11 *Preparation of agreement.* The Parties expressly agree that any doubt or ambiguity in the meaning, application, or enforceability of any term or provision of this Agreement shall not be construed or interpreted against the DSO or in favour of the User when interpreting such term or provision by virtue of the fact that this Agreement was prepared by the DSO.

Section 20. DISPUTE RESOLUTION

- 20.1 *Arbitration:* Subject to Laws and in accordance with the provisions of this Section, any and all differences, disputes, claims or controversies arising out of or in any way connected with this Agreement, whether arising before or after the expiration or termination of this Agreement, (including any dispute as to whether an issue is arbitrable) shall be resolved by arbitration before a single arbitrator (the "**Arbitrator**") pursuant to the Arbitration Act and otherwise in accordance with the laws of the Province of Ontario.
- 20.2 *Appointment and Powers of Arbitrator:* A Party desiring arbitration hereunder shall give written notice of arbitration to the other Party containing a concise description of the matter submitted for arbitration ("**Notice of Arbitration**"). If the Parties fail to jointly appoint an Arbitrator within twenty (20) days thereafter, an Arbitrator shall be designated by a judge of the Ontario Superior Court of Justice upon application by either Party. The Arbitrator may determine all questions of law, fact and jurisdiction with respect to the dispute or the arbitration (including questions as to whether a dispute is arbitrable) and all matters of procedure relating to the arbitration. The Arbitrator may grant legal and equitable relief (including injunctive relief), award costs (including legal fees and the costs of the arbitration), and award interest.
- 20.3 *Arbitration Procedure:* The arbitration shall be conducted in English in the City of Toronto at such place therein and time as the Arbitrator may fix and, failing agreement thereto by the Parties, in accordance with such procedures as the Arbitrator shall determine, in accordance with the principles of natural justice. The arbitration and all matters arising directly or indirectly therefrom shall be kept strictly confidential by the Parties and shall not be disclosed to any third party except as may be compelled by law.
- 20.4 *Arbitrator's Decision and Appeal:* The Arbitrator's written decision shall be delivered to each of the Parties within sixty (60) days following the conclusion of the arbitration hearing. The costs of any arbitration hereunder shall be borne by the Parties in the manner specified by the Arbitrator in his or her decision. The decision of the Arbitrator shall be final and binding upon the Parties in respect of all matters relating to the arbitration, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration. There shall be no appeal from the decision of the Arbitrator to any court, except on the grounds that the conduct of the Arbitrator, or the decision itself, violated the provisions of the Arbitration Act, or solely on a question of law as provided for in the Arbitration Act. Judgment upon any award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 20.5 *Preclusion of Actions:* Submission to arbitration under this Section is intended by the Parties to preclude any action in matters which may be arbitrated hereunder, save and except for enforcement of any arbitral award hereunder.

Section 21. THIRD PARTY VERIFICATION

- 21.1 You agree that the DSO may verify your name, address, phone number, and other account details with information about you held by third party sources, and your mobile service provider in order to verify your identity and help protect against potential fraud, such as when someone other than you is trying to use your account or conduct a transaction without your permission, and you provide your consent for them to disclose and/or compare your information for this purpose. Your Personal Information will not be shared with any third parties for any other purpose.

I, as the User, have read and understood the above terms and conditions and hereby agree to be bound by them.

[CLICK TO ACCEPT]