

# Green Button Connect My Data Terms and Conditions of Access and Use

Effective Date: November 1, 2023

Green Button Connect My Data is a program established by the government of Ontario under Ontario Regulation 633/21 ("**Regulation**") pursuant to which a customer ("**Customer**") of an energy provider (as defined in the Regulation) shall be entitled to authorize the energy provider to disclose that Customer's Energy Data (as defined below) to third-party service providers (each, a "**Third Party Provider**") authorized by that Customer to receive such Energy Data for the purpose of review, analysis and management of Customer energy usage.

These Green Button Connect My Data Terms and Conditions of Access and Use sets forth the terms and conditions (the "**Terms and Conditions**") under which Alectra Utilities Corporation ("**Alectra**") will disclose Energy Data (as defined below) to each Third Party Provider authorized by a specific Customer of Alectra to receive some of that Customer's Energy Data for the purpose of review, analysis and/or management of the Customer's energy usage.

"**Energy Data**" means any and all recorded data, information or other content concerning any Customer that such Customer has authorized to be disclosed to a Third Party Provider for purposes of the Customer sharing the data with a Third Party Provider under Green Button Connect My Data.

When you register with Alectra to participate in Green Button Connect My Data as a Third Party Provider you agree to accept and be bound by all of these terms and conditions and acknowledge that Alectra is relying upon your representations, warranties, covenants, agreements and acknowledgments as set forth herein:

1. Third Party Provider wishes to access Energy Data of Customers of Alectra upon and subject to the Terms and Conditions set forth herein.
2. Third Party Provider accepts and agrees to comply with the rules and standards of Green Button Connect My Data (the "**Green Button Rules and Standards**"). The Green Button Rules and Standards can be accessed at <http://www.greenbuttondata.org>.
3. Third Party Provider covenants, agrees, warrants and represents to Alectra that:
  - (a) Third Party Provider has full right, power, and authority to enter into and perform these Terms and Conditions and its performance of these Terms and Conditions will not conflict with any other obligation Third Party Provider may have to any other party.
  - (b) The statements and information included in the registration application are true and correct and that Third Party Provider's operations satisfy all of the technical requirements set forth in the Registration application.
  - (c) Third Party Provider shall complete the Registration and on-boarding process described in Appendix "A" to these Terms and Conditions.
  - (d) Any and all information delivered by Third Party Provider to Alectra or Customer, including without limitation in relation to its Registration, is and will remain complete, accurate, and valid information, and will neither be misleading nor contain any material omissions.
  - (e) Third Party Provider shall not hold itself out as a representative, affiliate, related party or agent of Alectra and shall not purport to offer any representations, warranties, covenants, guarantees or other agreements on behalf of Alectra.

- (f) No action is currently ongoing or has been commenced in the past or has been threatened to be commenced in the future against Third Party Provider relating to Third Party Provider's information privacy or data security practices, including without limitation those practices relating to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of personal information maintained by or on behalf of Third Party Provider.
- (g) Nothing herein shall be construed as granting to Third Party Provider any right of access to any of Alectra's data, systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by the Alectra or on its behalf.
- (h) Without limiting any other rights of Alectra, Alectra may temporarily suspend Third Party Provider's access to Energy Data at any time upon not less than twenty-four (24) hours notice where Alectra is of the view, as determined in its sole discretion, that Third Party Provider may be in breach of any term or condition contained herein. In the event of such suspension and as a condition of receiving further access, Third Party Provider shall fully cooperate with any investigation carried out by Alectra in relation to such suspected breach, including without limitation the delivery or provision of access to any such systems, data or premises as Alectra in its sole discretion determines necessary for the purposes of its investigation. If at the end of the investigation Alectra determines that no breach of a term or condition has occurred, then it shall immediately notify the Third Party Provider and end the suspension of its access to Energy Data within a reasonable period of time. If at the end of the investigation Alectra determines that the breach of the term or condition can be remedied by the Third Party Provider within a reasonable period of time then the Third Party Provider shall have the right to remedy the breach within such time period as it is advised by Alectra ("**Remedy Period**"). If the Third Party Provider is able to remedy the breach within the Remedy Period then Alectra shall within a reasonable period of time after it has confirmed that the breach has been remedied notify the Third Party Provider of its determination that the breach has been remedied and end the suspension of its access to Energy Data. If the breach is not remedied within the Remedy Period, then, immediately after end of the Remedy Period, Alectra shall advise the Third Party Provider of its determination and permanently terminate the Third Party Provider's access to Energy Data.
- (i) Third Party Provider shall comply with all federal, provincial, municipal, local and other laws, standards, codes, regulations, ordinances or guidelines ("**Applicable Laws**") related to the collection, use or disclosure of the Energy Data.
- (j) Third Party Provider shall provide each Customer which has authorized Alectra to release its Energy Data to the Third Party Provider with (i) a copy of its Privacy Rules related to its collection, use or disclosure of Energy Data and (ii) a copy of its cyber-security policy. Third Party Provider shall comply with the terms contained in those Privacy Rules and cyber-security policy neither of which may be amended without the prior consent of the Customer.
- (k) Third Party Provider shall use and disclose Energy Data only for the limited purposes expressly identified to, and consented to by, the Customer.
- (l) Third Party Provider has established, implemented and maintains appropriate privacy, security and other measures, controls and technologies to comply with the obligations described herein and to protect Energy Data against unauthorized or unlawful collection, control, use, transfer, storage, access, disclosure, destruction, disposal or processing and against accidental use, loss, destruction, damage, alteration or disclosure, which measures shall be regularly updated in accordance with industry standard practices and shall comply with and implement fully all such privacy, security and other measures, controls and technologies.

- (m) Third Party Provider will immediately notify Alectra upon discovery of any actual or suspected breach of any of these Terms and Conditions or any unauthorized or unlawful collection, control, use, transfer, storage, access, disclosure, destruction, disposal or processing, or any compromise of the privacy, security, confidentiality or integrity of the Energy Data. Such notice will include:
  - (i) a summary of the issue, facts and status of Third Party Provider 's investigation of the incident;
  - (ii) the potential number and identification of Customers affected by the incident; and
  - (iii) any other information pertinent to Alectra's understanding of the incident.
- (n) Third Party Provider shall conspicuously post on its website its Privacy Rules and cyber-security policy in a manner reasonably accessible to Customers and shall comply with all Privacy Rules and cyber-security policy.
- (o) Third Party Provider shall promptly inform Alectra if there is any material change in any of its business practices or information that is inconsistent with the information provided in Third Party's Provider's registration application. From time-to-time and in its sole discretion, Alectra may, but shall have no obligation to, require Third Party Provider to confirm that the information provided in its registration application remains true and correct and that its practices continue to comply with all Applicable Laws and these Terms and Conditions.
- (p) Alectra's sole obligation to the Customer and to the Third Party Provider is to provide the Third Party Provider with Energy Data for those Customers which have authorized Alectra to release their Energy Data to such Third Party Provider. The Customer may revoke Third Party Provider's authorization to receive, review, analyze or manage the Customer's Energy Data. Upon Alectra's receipt of any such revocation from a Customer, Alectra will cease providing that Customer's Energy Data to Third Party Provider.
- (q) The legal and business relationship between Third Party Provider and the Customer which authorizes Alectra to release Energy Data to Third Party Provider is between Third Party Provider and each such Customer. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU RELEASE, WAIVE AND FOREVER DISCHARGE ALL RIGHTS, IN CONTRACT OR TORT, TO DAMAGES AGAINST ALECTRA OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBLICENSEES, SUBCONTRACTORS OR AGENTS SUSTAINED AS A RESULT OF YOUR RELATIONSHIP WITH ANY CUSTOMER WHICH AUTHORIZES ALECTRA TO PROVIDE YOU WITH ENERGY DATA.
- (r) Alectra shall provide the Third Party Provider with the best available Energy Data at the time of the transfer. In the event that Alectra determines at any time that any Energy Data needs to be updated or corrected it shall provide such corrected or updated data to the Third Party Provider within a reasonable period of time after it advises the Customer of the correction or update. Third Party Provider acknowledges that (i) Energy Data may include technical inaccuracies or typographical errors, (ii) changes may be made or added to the Energy Data provided to Third Party Provider and (iii) Alectra may make improvements and/or changes to the Energy Data and /or these Terms and Conditions at any time.
- (s) Third Party Provider shall not attempt to gain access to any data, other accounts, computer systems or networks connected to any Alectra servers or to any of the Energy Data, through hacking, password mining or any other means.

- (t) Alectra will make reasonable commercial efforts to provide limited technical support to Third Party Provider during regular business hours in order to access the Energy Data. However, Alectra does not guarantee any specific level of service to Third Party Provider, verbally or in writing, and will not have any responsibility or liability to the Third Party Provider for any losses or expenses associated with an interruption, lack of responsiveness, or performance lag in providing Energy Data to the Third Party Provider.
  - (u) Alectra reserves the right, in its sole discretion, to modify Green Button Connect My Data including without limitation its technical or business requirements, or to terminate Green Button Connect My Data. Alectra will inform the Third Party Provider of any material modifications to Green Button Connect My Data, or the termination of Green Button Connect My Data within a reasonable time after such event.
  - (v) Alectra has no obligation to monitor Third Party Provider's use of the Energy Data or the Third Party Provider's participation in Green Button Connect My Data.
  - (w) At no time during regular maintenance of its systems or in an emergency shall Alectra have any obligation to share any Energy Data with Third Party Provider.
  - (x) Alectra may remove Third Party Provider from the registry in the event that Third Party Provider (i) ceases to meet the minimum technical requirements for participation in the Connect My Data; or (ii) violates any of these Terms and Conditions or any Applicable Laws.
  - (y) Alectra and its agents are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software or failure of any email or entry to be received by Alectra on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including without limitation any injury or damage to Third Party Provider's computer or any other person's computer, related to or resulting from downloading any materials in Green Button Connect My Data. Any attempt to deliberately damage any website or to undermine the legitimate operation of Green Button Connect My Data is a violation of criminal and civil laws, and should such an attempt be made, Alectra reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Alectra assumes no responsibility or liability whatsoever arising from or related to tampering, theft, defects, viruses, human errors including without limitation gross negligence, deletions, technical or telephone problems, undeliverable messages, computer errors, lost, misdirected or late or incomplete transmission of your electricity usage information or for any online difficulties that may result in loss of savings or loss of any other benefit or any damage to or malfunction of your computer or the failure of Alectra to process any communication related to Green Button Connect My Data.
4. By accepting these Terms and Conditions and submitting your Registration application to Alectra, you acknowledge and agree that Alectra shall have the right to use, collect, and share all of your information provided to, or accessible by, Alectra in accordance with its Privacy Policy as amended from time to time.
5. Third Party Provider acknowledges and agrees that, under no circumstances shall Alectra or any of its affiliates or any of their respective shareholders, officers, directors, employees, sublicensees, consultants, representatives, or agents (collectively, "**Representatives**") be liable for any personal injury or any property damage or any direct, indirect, special, incidental or consequential or exemplary damages including without limitation damages for loss of profits, loss or breach of data, loss of use or loss of business opportunity that result from (i) the provision of, use or misuse of, or reliance upon or any inability to access the Energy Data or any action or inaction of Alectra regardless of the theory of liability including without limitation contract or tort or warranty even if Alectra has been advised of the

possibility of such damages in advance, or (ii) any claims, demands, damages or losses of any kind whatsoever arising from or related to Green Button Connect My Data, the delivery of Energy Data to Third Party Provider or otherwise related to, or resulting from, these Terms and Conditions.

6. Third Party Provider shall defend, indemnify and hold Alectra and all of its affiliates and their respective Representatives harmless from and against any and all claims, losses, liabilities, damages, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, expenses and costs, including attorneys' fees and court costs ("**Claims**"), arising out of or related to:
  - i. any actual or alleged breach of any representation, warranty, covenant or other provision of these Terms and Conditions by Third Party Provider or any of its Representatives;
  - ii. any actual or alleged infringement by Third Party Provider or any of its Representatives of any intellectual property rights held by Alectra, any Customer or any third party; or
  - iii. any unauthorized use, disclosure, dissemination or destruction of Energy Data by Third Party Provider or any of its Representatives.

If any Claim is made Alectra shall have the right (but no obligation) to participate in the defense of such Claim and Third Party Provider shall not settle any Claim without Alectra's prior written consent.

7. These Terms and Conditions become effective on the date of the submission of your registration application and shall remain in full force and effect for the duration of your access to the Energy Data provided that the obligations of confidentiality contained in these Terms and Conditions, including, without limitation, those obligations set out in Sections 3(j), 3(k), 3(l) and 3(n), shall continue for five years from the date of termination of Third Party Provider's access to, or right to access, the Energy Data.
8. Alectra may without notice terminate your right of access to the Energy Data immediately upon the occurrence of any of the following events:
  - (i) Third Party Provider or any of its Representatives fails to comply with, or breaches, any provision contained in these Terms and Conditions;
  - (ii) Third Party Provider or any of its Representatives uses the Energy Data to engage in activities not expressly authorized by these Terms and Conditions or to engage in activities prohibited by law;
  - (iii) Third Party Provider or any of its Representatives fails to successfully complete the Registration and on-boarding process;
  - (iv) Third Party Provider or any of its Representatives accesses to the Energy Data represents, in the sole opinion of Alectra, an imminent threat of damage to physical security, cyber-security or safe and reliable operation of Alectra; or
  - (v) Alectra determines in its sole discretion that Third Party Provider or any of its Representatives continued use of Energy Data could result in harm (including without limitation cyber-security fraud, identity theft or reputational harm) to Alectra or the Customer.
9. Alectra, in its sole discretion, may terminate these Terms and Conditions without cause and for any reason whatsoever, by providing you with not less than ten (10) days' written notice.
10. Third Party Provider agrees that these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Third Party agrees to submit to the exclusive jurisdiction of the courts of the Province of Ontario to resolve any disputes in respect of this Agreement.