

## Connect My Data

### Terms and Conditions of Access and Use

#### CONTEXT

- A. Westario Power Inc. is an Ontario local distribution company having its head office at 24 Eastridge Road, Ontario Canada (the “**LDC**”).
- B. [3rd Party] is a [jurisdiction] corporation having its head office at [address] (“**you**” or “**Applicant**”).
- C. Connect My Data (as defined herein) provides the LDC with the ability to enable Customers (as defined herein) to authorize the disclosure of Customer Data (as defined herein) to third-party service providers, such as the Applicant, for the purpose of review, analysis, and management of energy usage;
- D. The Applicant wishes to access Connect My Data and shall accept these terms and conditions of access and use as part of the on-boarding process.

#### ACCEPTANCE AND AGREEMENT

In consideration of being granted access to Connect My Data, the Applicant hereby accepts and agrees to be bound by the following terms and conditions (the “**Terms**”), and further acknowledges that the LDC is relying upon the Applicant’s representations, warranties, covenants, agreements, and acknowledgments contained herein:

1. **Definitions.** Unless otherwise defined herein, the following terms shall have these defined meanings for purposes of these Terms:

“**Applicable Laws**” means all federal, provincial, municipal, local, and other laws, standards, codes, regulations, ordinances, or guidelines.

“**Applicant**” or “**you**” has the meaning set forth in the recitals.

“**Authorization End Date**” means, as selected by Customer, the date when on-going (future) data access is discontinued.

“**Claim**” has the meaning ascribed thereto in Section 3 below.

“**Connect My Data**” means the LDC’s Connect My Data platform.

“**Connect My Data Platform Terms**” has the meaning ascribed thereto in Section 1 above.

“**Customer**” means a customer that receives electric services from LDC.

“**Customer Data**” means energy data, as defined in O. Reg 633/21;

“**Days**” means calendar days, unless otherwise expressly stipulated.

“**LDC**” has the meaning set forth in the recitals.

**“Representatives”** means your organization’s directors, officers, employees, management, agents, consultants, contractors, subcontractors, advisors, or other representatives who have a direct need to access Customer Data in the course of your business activities.

**“Service”** means the Applicant’s hosted service, mobile app, or software application.

**“Terms”** has the meaning set forth in the preamble above.

2. **Applicant Obligations.** In consideration of being granted and continuing to receive access to Connect My Data, you covenant, agree, represent, and warrant as follows:

*General*

- a. The Applicant has full right, power, and authority to enter into and perform these Terms and its performance under these Terms will not conflict with any other obligation the Applicant may have to any other party.
- b. The Applicant shall have completed the LDC’s registration and on-boarding process.
- c. Any and all information delivered by Applicant to LDC or Customer, including without limitation in relation to its Registration, is and will remain complete, accurate, and valid information, and will be neither misleading nor contain any material omissions.
- d. Applicant shall not hold itself out as a representative, affiliate, related party, or agent of the LDC and shall not purport to offer any representations, warranties, covenants, guarantees or other agreements on behalf of the LDC.
- e. Nothing herein shall be construed to grant Applicant any other right of access to any of LDC’s data, systems, networks, databases, computers, telecommunications, or other information systems owned, controlled, or operated by the LDC or on its behalf.
- f. Without limiting any other rights of LDC, LDC may suspend Applicant’s access to Connect My Data at any time without notice where ordered by the OEB or where the LDC suspects, based on reasonable evidence and not mere speculation, that Applicant may be in material breach of any obligation hereunder and such material breach poses a risk of harm to Customers or poses an imminent threat of damage to physical security, cyber-security or safe and reliable operation of the LDC. In the event of any such suspension, LDC shall promptly notify the Applicant of the suspension, provide reasons for the suspension, and cooperate with the Applicant to investigate and resolve the issues that led to the suspension, and reinstate Applicant’s access to Connect My Data. The LDC’s obligations herein are conditional upon the Applicant cooperating with the LDC in relation to the foregoing.

*Customer Data*

- g. Applicant shall comply with all Applicable Laws in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.

- h. Applicant shall comply with the LDC policies and protocols described in Appendix “A”, as may be amended from time to time, in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
- i. Applicant shall use and disclose Customer Data only for the limited purpose(s) expressly identified to, and as consented to by, the Customer.
- j. The Applicant has established, implemented and maintains appropriate privacy, security and other measures, controls and technologies to comply with the obligations described herein and to protect Customer Data against unauthorized or unlawful processing and against accidental use, loss, destruction, damage, alteration or disclosure, which measures shall be regularly updated in accordance with industry standard practices.
- k. Applicant will immediately notify LDC upon discovery of any actual or suspected breach, unauthorized or unlawful, or compromise of the privacy, security, confidentiality, or integrity of Connect My Data. Such notice will include:
  - i. a summary of the issue, facts, and status of the Applicant’s investigation of the incident;
  - ii. the potential number and identification of Customers affected by the incident; and
  - iii. any other information pertinent to LDC’s understanding of the incident.
- l. The Applicant shall conspicuously post on its website its privacy policy in a manner reasonably accessible to Customers.

3. **Indemnification.** Applicant will defend, indemnify and hold LDC, its affiliates and their respective officers, directors, employees, sublicensees, consultants, Customers, Representatives and agents 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 (“Claim(s)”), arising out of or related to:
- a. any actual or alleged breach of any representation, warranty, covenant, or other provision of any term contained herein by the Applicant or its Representatives;
  - b. any actual or alleged infringement of any intellectual property rights by the Service, or Customer’s use of the Service; or
  - c. any unauthorized use, disclosure, dissemination, or destruction of Customer Data.

LDC shall give prompt written notice of a Claim and LDC will have the right (but no obligation) to participate in the defense of such Claim. In no event will the Applicant settle any Claim without LDC’s prior written consent.

4. **Warranty Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CONNECT MY DATA PLATFORM IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONNECT MY DATA PLATFORM, AND CUSTOMER DATA SHARED THROUGH SAID PLATFORM, IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION IN RESPECT OF

ACCURACY OF CUSTOMER DATA, AND LDC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONNECT MY DATA PLATFORM, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. LDC FURTHER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE CONNECT MY DATA PLATFORM, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE CONNECT MY DATA PLATFORM WILL MEET YOUR REQUIREMENTS, AND THAT THE OPERATION OF THE CONNECT MY DATA PLATFORM WILL BE UNINTERRUPTED, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR- FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LDC, ITS REPRESENTATIVES, OR LICENSORS SHALL CREATE ANY SORT OF WARRANTY.

5. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LDC BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS AND/OR BREACH OF DATA, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CONNECT MY DATA PLATFORM OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE) AND EVEN IF LDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. WITHOUT LIMITING THE FOREGOING, THE LDC SHALL NOT BE LIABLE FOR ANY ACTION OR INACTION UNDERTAKEN IN A MANNER INCONSISTENT WITH THIS AGREEMENT WHERE SUCH ACTION OR INACTION WAS REQUIRED BY APPLICABLE LAW.
6. **Termination of Access.**
  - a. These Terms are effective on the date upon which you accept them and remains in force and applies for the duration of your use of Connect My Data or until termination of your right to do so.
  - b. LDC may with notice terminate your right of access to Connect My Data immediately upon your material breach of any provision contained in these Terms or in accordance with any OEB order. If reasonably curable, you shall be afforded the opportunity to cure such material breach within 15 days of receiving notice of said breach.
7. **Customer Data Retention & Destruction**
  - a. Where required by Applicable Law, the Applicant shall destroy or delete Customer Data.
8. **General.**

- a. Any provision in these Terms which, by its nature, would reasonably be expected to survive termination, shall survive termination of these Terms and the Applicant's right of access to Connect My Data.
- b. You acknowledge that nothing in these Terms shall be construed as creating a partnership, joint venture, or agency relationship between you and LDC. You shall not advertise, promote, or suggest in any manner that the Services you provide to Customers in connection with Connect My Data are provided by, sponsored by, or associated in any way with LDC, or that you are employed by, affiliated with, or sponsored by LDC, except to state that you have successfully completed all requirements for your use of Connect My Data. During the term of these Terms, you shall insert the following language in each contract pursuant to which you will provide the Service to Customers: "LDC is not a party to these Terms, and shall have no liability whatsoever with respect to any of the services that are the subject of this contract. The services provided under this contract are not provided, licensed, warranted or sponsored by LDC.
- c. The laws of the Province of Ontario and the federal laws of Canada applicable therein govern the Terms and your use of Connect My Data. Any litigation related to the Terms, or your use of Connect My Data must be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the Province of Ontario or the federal courts of Canada. LDC reserves the right to seek any and all remedies available at law or in equity for your violation of the Connect My Data Platform Terms.
- d. You may not assign your rights or obligations under the Terms. Any unauthorized assignment will be void.
- e. A waiver of any breach or default under the Terms shall not constitute a waiver of any subsequent breach or default.
- f. If a court of competent jurisdiction holds that any provision of these Connect My Data Platform Terms are invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Connect My Data Platform Terms.
- g. These Connect My Data Platform Terms constitute the entire agreement between LDC and you with regard to your use of Connect My Data and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon LDC unless made in writing and signed by an authorized representative of LDC.
- h. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever and is specifically rejected.

- i. LDC reserves the right to modify the Terms at any time where required by Applicable Law and with notice to you. You acknowledge and agree that such modified terms become effective upon delivery of notice.

## **APPENDIX “A” CONDITIONS OF PARTICIPATION**

This Appendix “A” may be updated, amended, or modified from time to time by the LDC at its sole discretion.

### **1. Registration**

Upon Applicant agreement to the Connect My Data Platform Terms & Conditions and the LDC’s acceptance of the registration, Applicant will be requested to register with the LDC third party portal and complete connectivity testing within 90 days to verify capability to access authorized customer data using the Connect My Data Platform. During registration, Applicant will need to provide information such as company name, contract information, third party statement, etc. Once connectivity testing is successfully completed, Applicant will be eligible for Customers to authorize release of their data via the Connect My Data Platform according to the limiting parameters they specify.

### **2. On-Boarding**

Upon completion of the registration, Applicant will be presented with a status of “Ready To Test”. The information to assist with the connectivity testing will be provided on the portal, including Client ID, Client Secret, Test Accounts, URI(s). Applicant is required to initiate connectivity testing on the portal supplied by LDC. Upon successful completion of connectivity testing, LDC will review and approve or decline Applicant registration. LDC reserves the right to reject any Registration application that does not complete connectivity testing within the allotted timeframe of 90 days. If and once approved, the portal will provide the status of “Approved”. The Applicant can proceed with set up on their website to connect to the LDC’s Connect My Data platform. If the LDC declines Applicant request to connect to its Connect My Data platform, additional information will be provided to the Applicant.

### **3. Ongoing Conditions of Participation**

In addition the requirements set out in the Connect My Data Platform Terms to which this appendix is attached, in order to continue to use the Connect My Data platform the Applicant agrees that it will:

- a. exchange with LDC and maintain unexpired, unrevoked RSA certificates with a public key length of at least 2048 bits issued by a LDC supported Certificate Authority;
- b. implement Transport Layer Security for all exchanges with LDC;
- c. incorporate industry standard controls into your Service that prevent a ‘Denial of Service’ type of attack; and
- d. provide complete and valid information and if requested by LDC any subsequent clarifying information in a reasonable and timely manner.