

**THIS MODBUS READ ONLY ACCESS AGREEMENT** dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

\_\_\_\_\_  
(Insert Legal Corporate Name of Customer) (Hereinafter referred to as the "Customer")

**(the "Customer")**

- and -

**HYDRO ONE NETWORKS INC.**

**("Hydro One")**

**WHEREAS** the Customer is the owner of a facility located at \_\_\_\_\_  
(Insert facility address)

Ontario with Hydro One (the "**Facility**") which is connected or about to connect to Hydro One's distribution system;  
**WHEREAS** Hydro One's Meter Installation (as that term is defined in Hydro One's Conditions of Service document) has Modbus capability (e.g. ION 8650 meter);

**AND WHEREAS** the Customer wishes to and Hydro One has agreed to permit the Customer to connect to Hydro One's Meter Installation via a Modbus connection in order to obtain read only access to the Meter Data on the terms and conditions set out in this Meter Data Read Only Access Agreement (the "**Agreement**").

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

## **1.0 DEFINITIONS, REPRESENTATIONS AND WARRANTIES AND TERM**

### **1.1 Definitions**

The following terms, wherever used in this Agreement, shall have the following meanings:

**"Actual Cost"** means Hydro One's charge for equipment, labour and materials at Hydro One's standard rates plus Hydro One's standard overheads and interest thereon;

**"Business Day"** means a day other than a Saturday, a Sunday or a public holiday in the Province of Ontario (Market Rules);

**"Code"** means the Distribution System Code issued by the Ontario Energy Board on July 14, 2000 as amended or revised from time to time;

**"Connection Agreement"** means the Connection Agreement made between Hydro One and the Customer in the appropriate form prescribed by the Ontario Energy Board and attached to the Code as Schedule "E" in respect of the connection of the Generation Facility to Hydro One's distribution system as it may be amended from time to time;

**"Customer's Network Equipment"** means the telecommunication terminal equipment within the Customer's control system and the communication medium that is being or will be used to use Hydro One's Modbus signal to access the Metering Installation to obtain the Meter Data;

**“Electricity Act”** means the *Electricity Act, 1998* (being Schedule “A” of the *Energy Competition Act, 1998*, S.O.1998, c.15), as may be amended from time to time;

**“IESO”** means Independent Electricity System Operator established under Part II of the Electricity Act;

**“Market Rules”** means the rules made by the IESO under Section 32 of the Electricity Act, as amended or revised from time to time;

**“Meter Data”** means the following data which can be obtained from the Meter Installation in real time: kWhr, VArHr, VAhr delivered and received, kW, kVAR, KVA demand, Instantaneous voltage, current, Watt, VAR, VA, Frequency, Power Factor, Harmonics, Voltage and Current unbalance and power quality parameters Sag/Swell and Transients (listed as Dip and Ovt); **“Meter Installation”** means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, meters, data recorders, telecommunication equipment and spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installed equipment, whether or not such equipment is located in the immediate vicinity of the meter and includes, where applicable, a Socket-Mounted Collector or a Pole-Mounted Collector (as those terms are defined in Hydro One’s Conditions of Service document), and including all other equipment required for the Meter Installation;

**“Modbus”** is a communication protocol and the method is used for transmitting information over serial lines between electronic devices;

**“Taxes”** means all property, municipal, sales, use, value added, goods and services, harmonized and any other non-recoverable taxes and other similar charges (other than taxes imposed upon income, payroll or capital); and

**“TIR”** means Hydro One’s “Distributed Generation Technical Interconnection Requirements for Generators Connecting to Hydro One’s Distribution System, as amended or revised from time to time.

## 1.2 Representations and Warranties

The Customer represents and warrants to Hydro One as follows, and acknowledges that Hydro One is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) if the Customer is a corporation or other form of business entity, the Customer is duly incorporated, formed or registered (as applicable) under the laws of its jurisdiction of incorporation, formation or registration (as applicable);
- (b) the Customer has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) this Agreement constitutes a legal and binding obligation on the Customer, enforceable against the Customer in accordance with its terms;
- (d) any individual signing this Agreement on behalf of the Customer has been duly authorized by the Customer to sign this Agreement and has the full power and authority to bind the Customer

Hydro One represents and warrants to the Customer as follows, and acknowledges that the Customer is relying on such representations and warranties without independent inquiry in entering into this Agreement:

- (a) Hydro One is duly incorporated under the laws of Ontario;
- (b) Hydro One has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (c) this Agreement constitutes a legal and binding obligation on Hydro One, enforceable against Hydro One in accordance with its terms;

- (d) any individual signing this Agreement on behalf of Hydro One has been duly authorized by Hydro One to sign this Agreement and has the full power and authority to bind Hydro One

### 1.3 Term

This Agreement shall, subject to the other provisions herein, be binding on the parties on the later of the date that:

- (i) Hydro One and the Customer have executed this Agreement; and
- (ii) the Set-up Work Cost has been paid in full;

and shall continue in full force and effect until such time as:

- (a) either party gives the other not less than 30 days prior written notice of termination; or
- (b) Hydro One replaces the Meter Installation with another Meter Installation that does not have Modbus capabilities; or
- (c) may be terminated by Hydro One on 48-hours prior written notice in any of the following circumstances:
  - (i) the Customer defaults on any term of this Agreement; or
  - (ii) if the granting of access to the Meter Data in the manner contemplated in this Agreement contravenes the *Market Rules* or other statutes, regulations or orders of regulatory bodies with authority over the parties which come into effect during the term hereof.

## 2.0 **TERMS AND CONDITIONS**

### 2.1A Hydro One Responsibilities

Subject to Section 2.2(A) below, Hydro One will perform the following work (the "**Set-Up Work**") and subject to Section 2.2(B) below, Hydro One will permit the Customer to have read only access to the Meter Data commencing on a date to be mutually agreed and set out in writing by the Parties (the "**Start Date**");

- (a) provide necessary hardware and program support, including, without limitation, replacing the existing ION Meter with a new ION meter programmed with the Modbus and perform an end-to-end test;
- (b) directly connect the Modbus communication lines/provide a communication link to a terminal strip accessible by the Customer;
- (c) provide the Customer with Hydro One's standard drawing for the build for a Modbus connection; and
- (d) review the Single Line Diagram submitted by the Customer that includes the Modbus connection.

2.1B. It is understood and agreed that Hydro One responsibilities under this Agreement are limited to performing:

- (i) all operation and maintenance activities associated with Hydro One's Meter Installation; and
- (ii) the Set Up Work described in Section 2.1A above;

For greater certainty, it is understood and agreed that Hydro One responsibilities under this Agreement and the Set-Up Work does not include:

- (a) guaranteeing the Customer access to the Meter Installation or the Meter Data;
- (b) providing support to the Customer in resolving problems specific to the Customer's software or equipment;

- (c) providing assistance for reading or interpretation of the Meter Data and Hydro One will not be responsible for any problems arising out of the use thereof; or
- (d) troubleshooting in respect of the Meter Installation in regard to the Customer's inability to obtain Meter Data unrelated to the Customer's Network Equipment unless Hydro One agrees to provide such assistance on a case-by-case basis, at the Customer's expense.

#### 2.2(A) Customer Work

The Customer shall, at its own expense:

- (a) only use software and communications protocols specifically approved by Hydro One for accessing Meter Data;
- (b) run the the COM link to the Customer's application software for interpretation of the Meter Data;
- (c) accept the COM link to a terminal strip accessible from the Hydro One revenue meter; and
- (d) if the Customer:
  - (i) has an existing Connection Agreement with Hydro One, supply Hydro One with a revised Single Line Diagram that includes the Modbus connection and enter into an Amending Agreement with Hydro One to amend the Connection Agreement to replace the existing Single Line Diagram with the revised Single Line Diagram; or
  - (ii) does not have an existing Connection Agreement with Hydro One, ensure that the Single Line Diagram that the Customer provides to Hydro One for the Connection Agreement includes the Modbus connection.

#### 2.2(B) On-going Customer Obligations

The Customer shall:

- (a) collect the Meter Data only using software and communications protocols specifically approved by Hydro One for accessing Meter Data, at its own expense;
- (b) only use the Meter Data for the Customer's own read-only use, e.g. monitor generator output / load, etc., and for no other purpose;
- (c) not use the link to the Metering Installation for any purpose other than accessing the Meter Data under any circumstances whatsoever;
- (d) not in any way to energize the COM port wires;
- (e) not open, change, alter, tamper with all or any part of the Metering Installation in any way, whether physically or electronically, that:
  - (i) may adversely affect Hydro One's or the IESO's ability to access any Meter Data from the Metering Installation that it requires under the Market Rules; or
  - (ii) affects the accuracy or access security to any Meter Data recorded in the Metering Installation;
- (f) not provide Meter Data or use the Meter Data for the purposes of providing any information that the Customer is required to transmit to Hydro One under the terms of the Connection Agreement including, but not limited to, SCADA or telemetry information;

- (g) not grant any third party the right to access the Metering Installation or the Meter Data, except as permitted under the Market Rules;
- (h) pay Hydro One the Actual Cost (plus applicable taxes) of the Set-Up Work;
- (i) pay Hydro One the Actual Cost (plus applicable taxes) for any services that Hydro One agrees to perform related to troubleshooting in respect of the Meter Installation in regard to the Customer's inability to obtain Meter Data unrelated to the Customer's Network Equipment unless Hydro One agrees to provide such assistance on a case; and
- (j) inspect the Customer's Network Equipment as well as diagnose, confirm and resolve all problems with or related to the Customer's Network Equipment at its own expense.

### **3.0 SET-UP WORK PAYMENT TERMS**

3.1 The Customer shall pay Hydro One for the Set-up Work. The cost of the Set-up Work is \$1582.00 (the "**Set-up Work Cost**") which is comprised of \$1400.00 plus Harmonized Sales Tax in the amount of \$182.00. The Customer shall pay the Set-up Work Cost upon the execution of this Agreement by the Customer.

### **4.0 NO LIABILITY**

4.1 The parties hereby expressly agree that Hydro One, its employees, officers, directors and affiliates shall not be liable for any damage, loss, or injury, of any kind whatsoever, whether to person or property, or whether in contract or tort (including negligence) including, without limitation, any direct or consequential damages which may be suffered, or which arise out of, or which are in any way connected with or related to the subject matter of this Agreement, including the discontinuity of, or use or interpretation of Meter Data.

Both parties acknowledge and agree that this section 4.1 shall survive the termination or expiry of this Agreement.

### **5.0 INVOICES AND OTHER PAYMENT TERMS**

5.1 Hydro One shall submit invoices to the Customer for any amounts payable by the Customer under the terms of this Agreement, and Customer shall make full payment within thirty (30) days of the date of invoice. All payments are due within thirty (30) days from the date of invoice. The Customer shall pay interest to Hydro One calculated from the date payment is to be made to and including the date the payment is made, at the rate of 1.5% per month compounded monthly (19.56 percent per year). Notwithstanding any provision to the contrary under this Agreement, the Customer hereby covenants and agrees to pay Hydro One for all invoices in full when due. Amounts due and payable shall survive the termination of this Agreement. The Customer shall pay all sales, value-added and other taxes relating to this Agreement excluding taxes on the income of Hydro One.

### **6.0 CONFIDENTIAL INFORMATION**

6.1 All Metering Information, telephone numbers, passwords, meter access data, and any other information provided to the Customer pursuant to this agreement (the "**Confidential Information**") shall be kept confidential. The Customer agrees not to disclose or permit access to the Confidential Information to any third party, except to those of its employees, agents or subcontractors who have a need-to-know such information. The Customer shall maintain the confidentiality of Confidential Information accessed pursuant to this agreement by exercising security measures no less stringent than it normally exercises with respect to its own confidential information. Customer further agrees to take appropriate action by way of instruction or agreement with its employees, consultants or agents who are permitted access to the Confidential Information, to ensure that such employees, consultants and other agents understand their obligations hereunder.

## 7.0 GENERAL

- 7.1 Hydro One shall adhere to its own usual and customary rules and procedures that are applicable, if any, with respect to safety, equipment operation, training or other similar matters in connection with the provision of the Meter Data. The Customer covenants and agrees to indemnify and save Hydro One harmless for any costs and expenses incurred in connection with any requirements of the Customer that are in excess of Hydro One's usual and customary rules and procedures.
- 7.2 This Agreement and the rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of the Province of Ontario and of Canada applicable therein, as if performed wholly within Ontario and without giving effect to the principles of conflict of law, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction in the City of Toronto, Ontario in the event of any dispute hereunder.
- 7.3 Except as expressly provided herein, no amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties.
- 7.4 Neither this Agreement nor any of the rights and obligations contained herein shall be assigned by the Customer without Hydro One's prior written consent. Notwithstanding any other provision of this Agreement, Hydro One may assign all of its rights and benefits and delegate all of its duties and obligations or other liabilities under this Agreement to any other wholly-owned subsidiary in Canada ("**Assignee**") of Hydro One Inc., in which event such Assignee shall be substituted for all purposes for Hydro One as a party to this Agreement and Hydro One shall thereby be forever released and discharged from the performance of all such duties, obligations or other liabilities under this Agreement. Subject to the foregoing, this Agreement shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
- 7.5 If any provision of this Agreement is declared invalid or unenforceable by competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.
- 7.6 The failure of either party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by the party at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the party which expressly or impliedly waives a right, power or option under this Agreement.
- 7.7 Any terms and conditions in any related purchase order, order acknowledgement/request, confirmation, or similar form or document, whether or not any such document is signed by the parties before or after the date of this Agreement, shall have no force or effect if such terms and conditions are inconsistent with or in conflict with any of the terms and conditions of the Agreement.
- 7.8 Any written notice required by this Agreement shall be deemed properly given only if either sent by registered mail or delivered to Business Customer Centre for Commercial & Industrial Consumers, 483 Bay Street, 6<sup>th</sup> Floor South Tower, Toronto, Ontario, M5G 2P5, email address: BCC@HydroOne.com and fax number: 416.345.5957 on behalf of Hydro One and to \_\_\_\_\_  
(insert contact name/title, address, e-mail address and fax number)

on behalf of Customer. Notices sent by courier or facsimile shall be deemed to have been received on the date indicated in the delivery receipt or transmission slip if delivered during normal business hours; if not delivered during normal business hours during a day that is other than a day other than a Saturday, a Sunday or a public holiday in the Province of Ontario ("**Business Day**"), delivery shall be deemed to have occurred on the next Business Day. The designation of the person to be so notified or the address of such person may be changed at any time by any party by written notice in accordance with this Section 7.8.

- 7.9 This Agreement constitutes the entire agreement between the parties with respect to the matter herein and supersedes all prior oral or written representations and agreements concerning the subject matter of this Agreement.

**[Section 8.0 and Signature Page Follows]**

**8.0 FORCE MAJEURE**

8.1 Hydro One shall not be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation arises from or is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, acts of a public enemy, act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, war, explosion, malicious acts, vandalism, sabotage, earthquakes, storms, epidemics. In an event of force majeure, Hydro One shall promptly notify the Customer of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate, as soon as practicable, as to when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which Hydro One was subject to the event of force majeure. Where the extension required is at least forty-five (45) days and Hydro One and the Customer have not agreed upon a revised basis for performing the obligation, then either party may, upon written notice to the other party, terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers duly authorized in that behalf.

\_\_\_\_\_  
(Signature)  
**Name:** \_\_\_\_\_  
**Manager, Customer Care, Hydro One Networks Inc.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature - Company executive)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company legal name)

\_\_\_\_\_  
Date

**Approved Agent (Contractor) (If customer using an agent)**  
**(Customer to fill in agent company name and arrange signature of agent/contractor)**  
Networks, by its duly authorized signatory, hereby consents to the Customer’s appointment of \_\_\_\_\_ as agent for the Customer in respect of the Customer’s rights and obligations under this Agreement.

\_\_\_\_\_  
(Agent Company Name)

\_\_\_\_\_  
(Signature)  
**Name:** \_\_\_\_\_  
**Title: Manager, Customer Care, Hydro One Networks Inc.**

\_\_\_\_\_  
Date



\_\_\_\_\_ as agent for the Customer in respect of the Customer's rights and  
(Agent Company Name)  
obligations under this Agreement, hereby agrees, by its duly authorized signatory, to be bound by the terms, conditions,  
covenants and provisions of this Agreement.

\_\_\_\_\_  
(Agent's signature)

**Name:**

**Title:**

**Mailing Address:** \_\_\_\_\_

(Street and Number and P.O. Box)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(Prov.)

\_\_\_\_\_  
(Postal Code)

\_\_\_\_\_  
(agent e-mail address)

\_\_\_\_\_  
Date

**Please email completed form to [BCC@HydroOne.com](mailto:BCC@HydroOne.com)**