

**THIS AGREEMENT FOR ACCESS TO HYDRO ONE NETWORKS INC. RETAIL INTERVAL METERING DATA** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ **BETWEEN:**

**HYDRO ONE NETWORKS INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario and licensed by the Ontario Energy Board (hereinafter referred to as "Networks")

**PARTY OF THE FIRST PART:**

-and-

\_\_\_\_\_  
(Insert Legal Corporate Name of Customer)

\_\_\_\_\_  
(hereinafter referred to as the "Customer")

**PARTY OF THE SECOND PART.**

Networks agrees to provide the Customer with electronic and/or physical access to the interval meter recorders detailed in Schedule A hereto (the "Meters") for the purpose of obtaining kilowatt hour and kilovar hour billing meter quantities from the recorder channels assigned in Schedule A (the "Metering Information"), subject to the following terms and conditions:

1. The term of this Agreement shall commence on the date first written above and shall remain in full force and effect unless terminated by either party in accordance with the provisions of this agreement.
2. Networks will own the Meters and all related equipment including revenue meters, recorders and transformers (the "Equipment") and shall have and control access to this Equipment at any reasonable time for the purposes of installation, maintenance or repair.
3. The Customer shall only use software and communications protocols specifically approved by Networks for accessing the Meters and electronic access thereto shall be limited to the communication line and channel designated in Schedule A. Customer access is limited to daily interrogations.
4. Networks qualified personnel must accompany the Customer if the Customer wants physical access to meter faceplate for viewing. Any associated cost will be borne by the customer at Networks discretion.
5. The Customer shall not open, change, alter, tamper with the Meters or Metering Information in any way, whether physically or electronically, nor attempt to access the Meters except as permitted by this Agreement.
6. Networks cannot guarantee access to the Meters by the Customer or support the Customer in resolving problems specific to the Customer's software or equipment.
7. Networks will not provide assistance for reading or interpretation of Metering Information and Networks will not be responsible for any problems arising out of the use thereof.
8. The Customer shall advise Networks of any failure of the Meters or its inability to access the Meters as soon as possible.
9. Networks may, at its option, discontinue or alter the supply of access to Meters or Metering Information and/or remove the Meters in order to test, repair, replace, relocate, modify or upgrade the Equipment.
10. The Customer may request that Equipment be modified, upgraded, replaced or new metering equipment be installed, provided that same are on terms and conditions satisfactory to Networks, and at the sole expense of the Customer.
11. The parties hereby expressly agree that Networks, 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 Metering Information.

12. Notwithstanding Section 1, this agreement:

- (a) may be terminated by either party upon not less than 120 days written notice; and
- (b) shall be terminated if it 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.

13. 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.

14. Any notice required to be given under this agreement shall be given in writing, by facsimile, registered mail or hand delivered, in the case of notice to the Customer, to:

**(Customer to Complete Blanks as Required)**

\_\_\_\_\_  
(Customer contact - name and title)

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

\_\_\_\_\_  
(Company mailing address)

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

\_\_\_\_\_  
(Province)

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

\_\_\_\_\_  
(Company phone number)

\_\_\_\_\_  
(Company fax number)

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

\_\_\_\_\_  
(Address of factory or facility where meter is located if different from company mailing address)

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

and in the case of notice to Networks, to:

Meghan Atkinson – Settlement Analyst  
Hydro One Networks Inc.,  
483 Bay Street, 6<sup>th</sup> Floor South Tower, Toronto, Ontario, M5G 2P5  
Phone: 1.866.922.2466 Fax: 416.345.5957  
e-mail: meghan.atkinson@HydroOne.com

Such notice shall conclusively deemed to be given:

- (a) by means of facsimile if during business hours when receipt is confirmed or the next Business Day if after business hours;
- (b) on the third Business Day after the day of such mailing by mail;
- (c) if personally delivered, at the time of such delivery if during business hours or the next Business Day if after business hours.

Each Party shall notify the others in writing of any change in address or facsimile number for the purpose of this section, whereafter all notices shall be given at such new address.

15. Except as otherwise stipulated in this Agreement, the Customer shall not have the right to grant to third parties the right to access the Metering Equipment or the Metering Data.

16. Except as otherwise stipulated in this Agreement, the Customer shall neither appoint or retain an agent to perform all or any part of the Customer's rights and/or obligations under this Agreement, nor sub-contract or sub-delegate all or any part of its rights and/or obligations under this Agreement.

#### **AGENT/CONTRACTOR**

17. Subject to the terms, conditions, covenants and provisions of this Agreement, a maximum of one Approved Agent may act as agent for the Customer in respect of the rights and obligations of the Customer under this Agreement.

18. Networks may not unreasonably withhold its consent to the Customer's appointment of any agent selected by the Customer to exercise the Customer's rights and obligations under this Agreement.

19. The Customer shall be fully liable and responsible for all of the acts and omissions of the Approved Agent as though such acts and omissions were those of the Customer itself.

20. Networks shall be permitted to treat the Approved Agent as the sole and exclusive agent for the Customer until such time as Networks receives notice in writing from the Customer that the appointment of the Approved Agent has been terminated.

21. If the appointment of the Approved Agent has been terminated, the Customer shall, within 24 hours of such termination, provide to Networks written notice of such termination ("Notice of Termination of Agent"). The Notice of Termination of Agent shall be deemed to be conclusive evidence of the termination of the appointment of the Approved Agent, and Networks shall be entitled to rely on the Notice of Termination of Agent with complete impunity. As of the date of Networks' receipt of the Notice of Termination of Agent, the Approved Agent shall no longer be deemed to be an Approved Agent under this Agreement.

22. Networks may, with just reason, at any time, and despite its prior written consent to the appointment of the Approved Agent, retract its consent to the appointment of the Approved Agent or retract either temporarily or permanently all or some of the Approved Agent's rights as agent under this Agreement, including, without limitation, the Approved Agent's right to access, on behalf of the Customer, the Metering Data.

23. Any agreement by and between the Customer and the Approved Agent governing the subject matter of this Agreement shall incorporate by reference this Agreement and shall place an obligation on the Approved Agent to abide by the terms, conditions, covenants and provisions of this Agreement.

24. Immediately upon termination of this Agreement, regardless of the reason for such termination, the Approved Agent shall cease to be the Approved Agent under this Agreement and shall cease to act on behalf of the Customer in the exercise of the Customer's rights and obligations under this Agreement.

**COUNTERPARTS**

25. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed in original, scanned or faxed form and the Parties shall adopt any signatures received by a receiving facsimile machine or computer as original signatures of the Parties; provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original signed copy of this Agreement which was so faxed or e-mailed.

The parties to this Agreement, having read the terms and being in agreement with them, hereby acknowledge their acceptance.

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

\_\_\_\_\_  
**Christie Sutherland**  
**Manager**

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

**Customer Care**  
**Hydro One Networks Inc.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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

(Agent Company Name)  
obligations under this Agreement.

\_\_\_\_\_  
**Name: Christie Sutherland**  
**Manager, Customer Care**

\_\_\_\_\_  
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]

\_\_\_\_\_  
Date

**Name:**

**Title:**

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

(Street and Number and P.O. Box)

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

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

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

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

## Schedule "A"

**IDENTIFICATION OF CUSTOMER METERING LOCATION**

(To be completed by Networks)

Meter Details	Power Delivered Received	Meter or Recorder Ch #    KW/Kvar	Customer Name & Address
Meter:			
Point of Delivery:			
DP:			

Please note that access to this meter is not allowed between 12:00 a.m. (midnight) and 8 a.m. Eastern Standard Time/Eastern Daylight Time

**SCHEDULE "B"**  
**KEY CONTACTS**

Subject	Networks	Customer (To be completed by Customer)	Agent/Contractor (To be completed by Agent/Contractor)
Metering Information	Meter & Relay Services – Front Line Manager  Paul Szymanski 905.755.3877		
Termination of Agreement and any other matters requiring notice under the Agreement, provided the subject matter of such notice is not otherwise addressed in this Schedule "B"	Sr Settlement Analyst – Transmission & Distribution Settlements  Meghan Atkinson – 1.866.922.2466		