

Appendix B: Energy+ Metering Pulse Output(s) Access Agreement

This agreement between

Energy+ Inc.
1500 Bishop Street, P.O. Box 1060
Cambridge, ON N1R 5X6

hereafter referred to as Energy+

and

Consumer's Business Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____

carrying out business at

Consumer's Service Address: _____

City: _____ Province: Ontario

Postal Code: _____

Energy+. Account # : _____

carrying out business as

Business Name: _____

hereafter referred to as the Consumer,

shall define the relationship between Energy+ and the Consumer and it's Assigned Third Party, if applicable, with respect to provision of isolated, KYZ metering pulse output(s). For the purposes of this agreement, the term 'Assigned Third Party' is meant to include Retailers.

Pursuant to Section 11.1 (Provision of Current Usage Data to Retailers) and Section 11.2 (Provision of Current Usage Data to Consumers) of the Retail Settlement Code, Energy+ agrees to provide isolated, KYZ metering pulse output(s) from Energy+'s meter at the Consumer's above-noted service address under the following conditions:

- The Consumer or Assigned Third Party must request a quotation for the total cost of installing equipment to provide the necessary KYZ pulses. This will include but is not limited to: Energy+ metering equipment, labour, truck time, terminal strips.

- Once this quotation is done and accepted by the Consumer or Assigned Third Party, a purchase order must be issued before Energy+ will schedule the work. Please allow 6-8 weeks after receipt of the purchase order for work to be completed due to labour scheduling and material lead times.
- Energy+ will supply either: Watt-hour, Watt-hour/VA-hour or Watt-hour/VAR-hour KYZ pulses depending on the outputs available from the Energy+ meter already installed or to be installed at the Consumer's metering installation.
- If it is deemed that Energy+'s metering installation is somehow compromised by any unforeseen event or circumstances not present at this time, the Consumer's/ Assigned Third Party's access to the isolated, KYZ metering pulse outputs may be suspended by Energy+.
- The Consumer shall pay the reasonable cost of any software, hardware or other services required for the Consumer/Assigned Third Party to obtain isolated, KYZ metering pulse output access to the Energy+ meter.
- The Consumer shall bear any cost incurred by Energy+ to correct problems caused by the Consumer's/Assigned Third Party's access to the isolated, KYZ metering pulse output(s). This includes, but is not limited to: trouble calls to repair/maintain the isolated, metering pulse output(s) connections and equipment, replacement of any parts/equipment required to sustain the metering pulse output(s), and additional labour required to re-connect and test the isolated, metering pulse output(s) during a required meter change.
- If the Consumer assigns his or her right to isolated, KYZ metering pulse output(s) access to any Assigned Third Party, the Consumer shall remain responsible for the action of the Assigned Third Party. Also, the Consumer must supply the following contact information regarding the Assigned Third Party to Energy+ in the space below:
(If applicable, please complete. For more than one Assigned Third Party please attach additional information for each to the end of this Agreement.)

Assigned Third Party Information

Business Name: _____

Contact Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____ Retailer Licence #: _____

Phone: _____

Fax: _____

E-mail: _____

- If the Consumer wishes to withdraw the right from any Assigned Third Party, it must do so in writing to Energy+ so that any other affected parties can be notified.
- The data obtained by the Consumer or its Assigned Third Party via the isolated, KYZ metering pulse output(s) from the meter is to be considered raw and without any additional validation, estimation or editing applied to it by Energy+. As such, it is expected that this data may vary on occasion from that supplied by Energy+'s billing system, or any other source of settlement-ready interval metering data. If a discrepancy occurs between any data presented to the Consumer and that presented by Energy+'s actual billing, Energy+'s actual billing must be used as correct values. Energy+ does not

assume any liability for any damages or losses that may occur as a result of further use of raw interval data.

This agreement shall be applicable to all successors and assigns and shall not be re-assigned without written notification of Energy+.

Contact with the Consumer regarding this agreement will be with the person(s) listed below with respect to this interval metering installation for the purposes of read-only access. The Primary Contact will be responsible for maintaining the communication link at the interval meter location.

Consumer Contact Information

(Required) Primary Contact Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____

Phone: _____

Fax: _____

E-mail: _____

(Optional) Alternate Contact Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____ Phone: _____

Fax: _____ E-mail: _____

Contact with Energy+ will be with the undersigned.

For the Consumer, I have the authority to bind the company.

Signature: _____ Name: _____

_____ Position: _____

_____ Date: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____

Phone: _____

Fax: _____

E-mail: _____

For Energy+ Inc.

Signature: _____

Name: Gurdeep Bansal
Design Engineer, Engineering Services
Phone: 519.621.3530 x2414
Fax: 519.621.7240

Date: _____

Once the completed and signed Agreement is mailed or faxed to ENERGY+, we will supply a detailed summary of the metering information required to enable the Consumer/Assigned Third Party to have isolated access to this metering installation.

Please keep a completed and signed Agreement for your records, a copy of the final Agreement signed back by Energy+ will then be returned to the Consumer/Assigned Third Party.