

Appendix 'D'
Metering Pulse Output(s) Access
Agreement

Metering Pulse Output(s) Agreement

This agreement between

Enova Power Corp
301 Victoria Street South Kitchener, Ontario, N2M 3A2
526 Country Squire Rd Waterloo, Ontario N2J 4G8

hereafter referred to as Enova

and

Customer's Business Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____

carrying out business at

Customer's Service Address: _____

City: _____ Province: _____

Postal Code: _____

ENOVA. Account #: _____

carrying out business as

Business Name: _____

hereafter referred to as the Customer,

Enova shall define the relationship between Enova and the Customer and its Assigned Third Party, if applicable, with respect to the provision of isolated, KYZ metering pulse output(s). For the purposes of this agreement, the term 'Assigned Third Party' is meant to include Energy Retailers, Meter Data Management Companies or Sub-Metering Providers as the case may be.

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

- The Customer and Assigned Third Party accept that the availability of KYZ metering pulse output(s) is subject to termination with notice by ENOVA where practicable due to the planned elimination of this technology. Where the purchase of special meter(s) is necessary to accommodate the Customer or Third Party's requirements the Customer will bear all reasonable related costs.
- The Customer 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 labour, truck time, terminal strips, and wiring. A purchase order must be issued before Enova schedules 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.
- Enova will supply either: Watt-hour, Watt-hour/VA-hour or Watt-hour/VAR-hour KYZ pulses depending on the outputs available from the Enova meter already installed or to be installed at the Customer's metering installation.
- If it is deemed that Enova's metering installation is somehow compromised by any unforeseen event or circumstances not present at this time, the Customer's and/or Third Party's access to the isolated, KYZ metering pulse outputs may be suspended by Enova.
- The Customer shall pay for all software, hardware or other services required for the Customer or Assigned Third Party to obtain isolated, KYZ metering pulse output access to the Enova meter.
- The Customer shall bear any cost incurred by Enova to correct problems caused by the Customer'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 Customer assigns his or her right to isolated, KYZ metering pulse output(s) access to any Assigned Third Party, the Customer shall remain responsible for the action of the Assigned Third Party. Also, the Customer must supply the following contact information regarding the Assigned Third Party to Enova 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 License #: _____

Phone: _____ Fax: _____

E-mail: _____

- If the Customer wishes to withdraw the right from any Assigned Third Party, it must do so in writing to Enova so that any other affected parties can be notified.
- The data obtained by the Customer 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 Enova. As such, it is expected that this data may vary occasionally from that supplied by Enova's billing system, or any other source of settlement-ready interval metering data. If a discrepancy occurs between any data presented to the Customer and that presented by Enova's actual billing, Enova's actual billing must be used as correct values. Enova 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 Enova.

Contact with the Customer 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 maintain the communication link at the interval meter location.

Customer Contact Information

(Required) Primary Contact Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____ Retailer License #: _____

Phone: _____ Fax: _____

E-mail: _____

(Optional) Alternate Contact Name: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____ Retailer License #: _____

Phone: _____ Fax: _____

E-mail: _____

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

Signature: _____

Name: _____

Position: _____

Date: _____

Address: _____

City: _____ Province/State: _____

Postal/Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

Contact for Enova Power Corp. will be:

Name: Nick Hansen
Metering Supervisor
Phone: 226-896-2200 ext:6273 Fax:
E-mail: nick.hansen@enovapower.com

Once the completed and signed Agreement is emailed to Enova, we will supply a detailed summary of the metering information required to enable the Customer and/or Assigned Third Party to have isolated access to this metering installation.