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File No. 41054.5

August 22, 2024

BY EMAIL & RESS
registrar@oeb.ca

Ms. Nancy Marconi
Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4

Dear Ms. Marconi:

**Re: Essex Powerlines Corporation (“EPLC”) Cost of Service Application for 2025
Electricity Distribution Rates (“Application”)
Ontario Energy Board (“OEB”) File No. EB-2024-0022 / EB-2024-0096
Interrogatory Responses – Reply to OEB Staff Objection to the Confidentiality
Request**

On July 31, 2024, EPLC filed a request for confidential treatment of: (a) a portion of the response to 4-Staff-41 and 4.0-VECC-36 (“**Document 1**”); and (b) certain information contained in the attachments to 4-SEC-30 (“**Document 2**”). EPLC would like to make a correction to the referenced interrogatories for Document 1, it should be 4.0-VECC-36 and 4.0-VECC-45. On August 13, 2024, OEB Staff filed a response to EPLC’s request for confidentiality in accordance with Procedural Order No. 3 issued on August 8, 2024. OEB Staff objected to a portion of EPLC’s confidentiality request. EPLC is filing this reply in accordance with the OEB’s *Practice Direction on Confidential Filings*.

1. OEB Staff Objection #1

Based on section 21(4) of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”), OEB Staff objects to the redaction of salary ranges in Document 1 as they do not constitute personal information under FIPPA.

The OEB considered a nearly identical scenario in EB-2021-0009 and granted confidentiality based on personal information. EPLC maintains its request for confidentiality over Document. 1. OEB Staff’s position appears to be a material departure from prior submissions made in July 2021.

In EB-2021-0009, Brantford Power Inc. (“**BPI**”) requested confidentiality over slide 14 in a document titled “*Attachment 4-K: Unredacted Korn Ferry Compensation Presentation*” (“**Attachment 4-K**”).¹ BPI asserted that Attachment 4-K contained personal information position-specific salaries, salary ranges and other compensation-related items:²

The presentation from Korn Ferry outlines the job evaluation process update used by Korn Ferry to evaluate each non-union position (including executive level and BPPAE), **the salary ranges targeted and salary ranges per position, and the associated salaries for each position**, and discusses Korn Ferry’s suggested changes and implementation including the levels of STVP for each level.

For the majority of the positions in the non-union group, BPI only had one incumbent with each, making the information for each position identifiable to a specific individual.³

OEB Staff’s submission in EB-2021-0009 was to the extent that the redacted information on slide 14 related to the job bands or grades of identifiable Brantford Power employees, OEB Staff agreed that information which disclosed or would allow someone, along with already available information, to ascertain the actual compensation for a specific employee constitutes “personal information” and must not be disclosed. For example, if there was only one employee for a given job band and the employee’s identity is ascertainable, then it would amount to personal information which the OEB has prevented from public disclosure in previous decisions.⁴

In Reply, BPI stated that the redacted information represents the organization of the job titles of existing employees into job band groupings. These groupings are used to identify financial compensation information in later parts of Attachment 4-K, which included salary ranges on slide 18 of Attachment 4-K. Information regarding the job titles of identifiable individuals was not closely controlled and was readily available and easily ascertained by third parties. BPI submitted that disclosure of the information on slide 14 would allow for the inference of salary and compensation information of identifiable individuals through their ascertained job title, when considered together with the other information in Attachment 4-K (e.g., slide 18).⁵

BPI confirmed, in most cases, that there was only one incumbent with a given title; however BPI did not believe this was the only relevant consideration. BPI submitted that even in cases where there was more than one incumbent with a given title; the disclosure of the redacted information could still allow

¹ Attachment 4-K, Updated July 26, 2021, online:
<<https://www.rds.oeb.ca/CMWebDrawer/Record/720549/File/document>>

² EB-2021-0009, BPI - Application to the Ontario Energy Board for Electricity Distribution Rates and Charges effective January 1, 2022 – Cover Letter, May 12, 2021, online:
<<https://www.rds.oeb.ca/CMWebDrawer/Record/714938/File/document>>

³ *Ibid.*

⁴ EB-2021-0009, OEB Staff Submission on Confidentiality, July 14, 2021, online:
<<https://www.rds.oeb.ca/CMWebDrawer/Record/719612/File/document>>

⁵ EB-2021-0009, BPI Reply Submissions on Confidentiality, July 16, 2021, online:
<<https://www.rds.oeb.ca/CMWebDrawer/Record/719818/File/document>>

the inference of personal information regarding an identifiable individual's (or potentially multiple identifiable individuals') compensation.⁶

The OEB approved the redactions on slide 14 of Appendix 4-K finding that the redacted information met the FIPPA criteria. The OEB agreed with BPI that the provision of this information would allow the inference of compensation information for identifiable individuals or multiple individuals directing BPI to do the following instead:

The OEB finds that some of the redacted information on slide 14 is relevant to the proceeding. The OEB directs Brantford Power to add a table to Attachment 4-K that provides the total number of positions within each job band, without the provision of any job titles. The OEB is of the view that the addition of this information will provide transparency to the public regarding the redacted information in Attachment 4-K and will better inform parties.

In response to this direction from the OEB, BPI filed a table showing job bands with three or fewer positions aggregated with other bands, consistent with page 31 of the Chapter 2 Filing Requirements, rather than showing the number of positions in each band.⁷

(a) EPLC Reply

Nearly identical to the scenario encountered by BPI, Document 1 contains the following redacted personal information:

- i) The redacted information allows for the inference of salary and compensation information of identifiable individuals, or multiple individuals, through their job titles. The information EPLC has redacted contains position-specific salaries, salary ranges and other compensation-related items;
- ii) The redacted information in Document 1 discloses or would allow someone to ascertain the actual or approximate compensation for a specific employee;
- iii) With the exception of one position that contains 2 FTE employees, all of the positions listed in Document 1 only contain one incumbent, thereby making the information for each position identifiable to a specific individual;
- iv) Even in cases where there is more than one incumbent with a given title; the disclosure of the redacted information could still allow the inference of personal information regarding an identifiable individual's (or potentially multiple identifiable individuals') compensation; and

⁶ *Ibid.*

⁷ EB-2021-0009, BPI Letter Regarding OEB Decision on Confidentiality, July 26, 2021, online: <<https://www.rds.oeb.ca/CMWebDrawer/Record/720548/File/document>>

- v) Consistent with definition of “personal information” in section 2(1) of FIPPA, the redacted information represents recorded information about an identifiable individual relating to financial transactions in which the individual has been involved.

In any event, OEB Staff has not provided any reasons why the redacted personal information requested in Document 1 is relevant to the issues in this proceeding. It is not clear to EPLC why OEB Staff is insisting that disclosure of job-specific salary ranges for identifiable individuals is necessary for the OEB to determine EPLC’s rates or tariffs. The OEB routinely issues decisions on utility rates without this level of employee compensation detail. OEB Staff and VECC can obtain sufficient aggregated employee compensation information in Exhibit 4 of EPLC’s cost of service application, which was filed in compliance with the Chapter 2 Filing Requirements. Importantly, VECC, as the party that requested this information, has not filed an objection to EPLC’s confidentiality request. Put simply, compensation information about identifiable employees is not relevant to the issues in this proceeding and should remain permanently redacted.

2. OEB Staff Objection #2

OEB Staff objects to the redaction of descriptions of the services being offered and business contact information in Document 2. Regarding description of services, OEB Staff does not agree that information regarding the scope of work could be used by competitors to undercut or unfairly compete with the contracting parties given the pricing information is accorded confidential treatment. Regarding contact information, OEB Staff submits this information appears to fit within the “business identity information” exception set out in section 2(3) of FIPPA.

Considering OEB Staff’s submission, EPLC agrees and withdraws its request for confidentiality in respect of descriptions of the services being offered and business contact information in Document 2. EPLC, however, maintains its request for confidentiality over signatures of executives of EPLC and its affiliates and unit pricing and billing rates. Document 2 has been revised accordingly and is attached to this letter.

Yours truly,

BORDEN LADNER GERVAIS LLP



Colm Boyle

CB/JV

AMENDMENT TO MASTER SERVICES AGREEMENT Section 6.02

THIS AMMENDMENT effective this 1st day of January, 2004

BETWEEN:

(ESSEX POWER CORPORATION)

(hereinafter referred to as “ EPC “)

OF THE FIRST PART

and

(ESSEX POWERLINES CORPORATION)

(hereinafter referred to as “ EPL”)

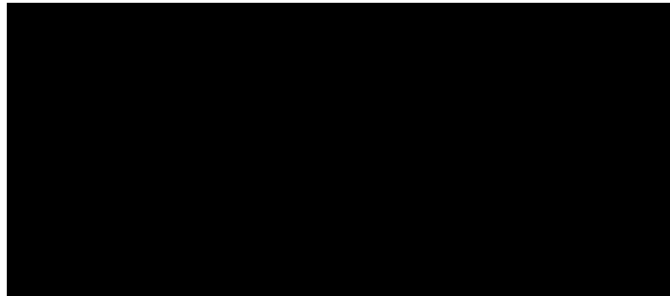
OF THE SECOND PART

Administration Costs

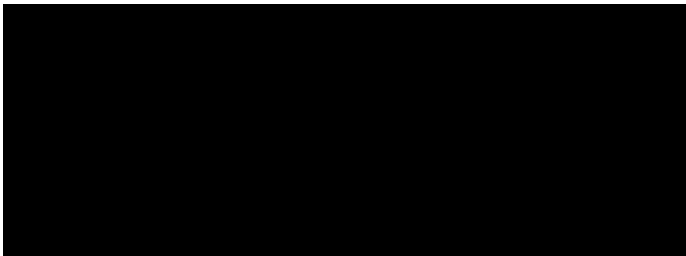
- 6.02 EPL shall reimburse EPC for its actual costs including overhead, which without limiting the generality of the foregoing shall include EPC direct labour, engineering design and review costs including overhead applicable to EPL, plus labour overhead calculated at 45% plus 6% rate of return on all costs.

IN WITNESS WHEREOF the Parties have duly executed this Amendment on the date first above written:

ESSEX POWER CORPORATION



ESSEX POWERLINES CORPORATION



MASTER AGREEMENT

THIS AGREEMENT made this ^{Sept} 25 day of , 2002

BETWEEN:

(ESSEX POWER CORPORATION)

(hereinafter referred to as “ EPC “)

OF THE FIRST PART

and

(ESSEX POWERLINES CORPORATION)

(hereinafter referred to as “ EPL”)

OF THE SECOND PART

WHEREAS EPC and EPL are duly incorporated pursuant to Section 142, Schedule A of the *Electricity Act, 1988*.

AND WHEREAS both EPC and EPL will operate as separate corporate entities, notwithstanding the provisions of this Agreement;

AND WHEREAS the parties have agreed that EPC will provide finance, engineering, and management support for EPL’s electrical distribution system on a fee-for-service basis and EPC shall provide such and other products and as may be agreed by the parties from time to time.

AND WHEREAS the parties acknowledge and agree that in providing goods and services EPC acts as an independent contractor and not as an agent, partner, or servant;

AND WHEREAS the parties shall consult as frequently as may be desirable to ensure that EPL and its customers receive adequate, economical and effective electrical distribution and ancillary services;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set forth, and for other good and valuable considerations for the sum of two (\$2.00) dollars of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, with each other, as follows:

1. Definitions

- 1.01 “**Capital Cost**” means the cost incurred for materials, equipment, overhead, and labour to provide capital works.
- 1.02 “**Capital Works**” means those expansions and upgrades to EPL’s electrical distribution system as may be agreed from time to time pursuant to Article 5 of this Agreement.
- 1.03 “**Customer** ” means all related to customer, which without limiting the generality of the foregoing shall include customer billing collection of unpaid accounts, and customer relations, etc.
- 1.04 “**Direct Costs**” means the cost incurred directly by EPL for its own operations including but not limited to electrical power costs for Standard Supply Service, IMO costs, Hydro One Networks Incorporated Transmission costs, Debt Retirement Charge, Retail/Wholesale Settlement costs, Ministry of Finance OEB Regulatory costs, Board of Directors meetings and conferences, EDA dues, MEARIE insurance and other insurance premiums, legal, accounting, audit and consulting fees, etc.
- 1.05 “**Easements**” means any permissions, concessions, permits, licenses, interests, ways, privileges, easements and right-of-way to install, operate and maintain part or parts of the electrical distribution system over real property.
- 1.06 “**Extraordinary Costs**” means those unusual and unanticipated costs as more particularly described in Article 6.04.
- 1.07 “**Administration Costs**” means costs incurred by EPC to manage business, finances, and day to day operations.
- 1.08 “**Transition Costs**” means one-time costs of reconfiguring or adding any system, policy, procedure, legal arrangement, employee relationship, etc. necessary for the Parties to operate under this Agreement and under electric utility industry restructuring as defined in *The Energy Competition Act, 1998* and its associated regulations.

2. Term

- 2.01 Unless terminated in accordance with Article 10.01, the term of this Agreement shall be from January 1, 2002 to and including December 31, 2002 and renewed year by year thereafter, unless either party gives the other notice in writing not less than one hundred and eighty (180) days prior to the end of the term, or the end of renewal as the case may be that the Agreement is not to be extended.

3. Management Support

- 3.01 EPC agrees to manage in a professional manner, EPL’s electrical distribution system in the areas serviced by EPL, in the former Municipality of Leamington, former Towns of Tecumseh, LaSalle, and Amherstburg, and the former Village of St. Clair Beach hereinafter referred to as the “EPL Service Area”.
- 3.02 EPC shall safeguard and maintain EPL’s management requirements including but not limited to: decision-making, contractual agreements, and OEB compliance.

4. **Finance Support**

- 4.01 EPC shall act in accordance with EPL's financial requirements including but not limited to: audited financial statements, variance analysis, retail services and settlements, variance accounts, reconciliation of approved regulatory taxes to actual taxes, internal audit reports, annual statistics, accounts receivable, accounts payable, budgeting, capital planning and wholesale market monitoring and compliance.

5. **Engineering Support**

- 5.01 EPC shall safeguard and maintain EPL's engineering requirements including but not limited to: OEB compliance, maintenance and capital standards, supply planning, and distribution system design.
- 5.02 EPC shall engineer and manage the required expansions and upgrades to EPL's electrical distribution system in a timely, competent and workmanlike manner at EPL's request, which shall hereinafter be referred to as "Capital Works" provided that such Capital Works have been designed in accordance with good engineering principles applicable in the Province of Ontario. EPL shall pay EPC the fees and charges for engineering support.

6. **Costs**

Direct Costs

- 6.01 EPL shall assume and be directly responsible for its Direct Costs.

Administration Costs

- 6.02 EPL shall reimburse EPC for its actual costs including overhead, which without limiting the generality of the foregoing shall include EPC direct labour, engineering design and review costs including overhead applicable to EPL, plus labour overhead calculated at 45% plus 6% rate of return on all costs.
- 6.03 Work may be progress billed or billed upon completion to EPL and EPL shall pay at least quarterly of receipt. Billing may include intercompany transfer and journal entries to record the transfer.

Extraordinary Costs

- 6.04 EPL agrees to reimburse EPC for any extraordinary costs over and above normal costs to which EPC may be put resulting from extraordinary unanticipated events such as fires, major storms, tornadoes, equipment failures, and the like provided such equipment failures are not caused by negligence on the part of EPC to provide management, engineering, and finance support.

Transition Costs

- 6.05 EPL shall pay EPC for transition costs associated with electric utility industry restructuring.

Renewal

- 6.06 Upon renewal of the term of this Agreement and any subsequent renewals, EPC may adjust the support costs and Extraordinary Costs upon ninety (90) days prior notice in writing to EPL provided that, if EPL does not accept the adjusted costs and the parties are unable to agree after negotiating in good faith, the adjusted costs may be submitted to arbitration pursuant to Article 8 of this agreement.

7 Payment

- 7.01 EPC shall submit to EPL at least quarterly, costs in providing support services. All costs shall provide sufficient detail of the costs incurred and the description of the undertaken by EPC. EPL shall transfer payment to EPC via intercompany transfers.
- 7.02 EPC will submit details of any extraordinary costs to EPL for review and EPL will pay as per Article 7.01 at least quarterly.

8 Confidentiality

- 8.01 EPC shall ensure confidential information relating to EPL's specific consumers, retailers, or generators is not disclosed to any party without the consent of EPL. EPC shall obtain in writing such consent except where confidential information is required to be disclosed for billing, market operations, law enforcement, legal requirement or for the processing of past due accounts.

9 Arbitration

- 9.01 The parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either party may have relating to the interpretation, application or implementation of this agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing agreement the parties agree to resolve their disputes by arbitration as provided in Article 9.02.
- 9.02 Arbitration of a dispute shall be commenced by written notice by a party requesting arbitration to the other, which notice shall identify the issue or issues it wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing agreement then each party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the arbitration panel, and failing agreement the Chair shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitration's Act, RSO 1991 c.A.17.
- 9.03 The commencement of the arbitration and all rules of procedure for the arbitration shall be by agreement of the Parties, or failing agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the Arbitration's Act, RSO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.
- 9.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days from the conclusion of the arbitration. All decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.

9.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the parties agree to share the fees of the Chair and other related costs equally.

10 **Termination**

10.01 In the event of non-performance by either party of its obligations under this Agreement, the other party may at its sole option elect to terminate this Agreement provided that the defaulting party shall be given written notice of the default and shall be given sixty (60) days to cure the default, and then only upon failure to cure the default the Agreement may be terminated.

11 **Insurance**

11.01 EPL and EPC shall jointly provide and keep in force an insurance policy in the amount of not less than \$20 million in respect of the performed by EPC under the terms of this Agreement.

11.02 EPC agrees to endorse its insurance coverage with EPL as an additional named insured to cover any liability of EPL resulting or arising from any claims of injury, including injury resulting in death, loss of property, or damage due to the negligence of EPL, or to those for whom EPL is at law responsible.

11.03 All policies shall contain a clause requiring the insurer to give EPC or EPL, as the case may be, two hundred (200) days written notice prior to canceling insurance coverage.

11.04 Both Parties will notify the Municipal Electric Association Reciprocal Insurance Exchange (MEARIE) regarding liability insurance implications.

12 **Warranty**

12.01 PC provides no warranty or guarantee for any defective or deficient equipment or materials supplied except for the manufacturer's or supplier's warranties or guarantees applicable to the defective or deficient equipment or materials.

13. **New Business Opportunities**

13.01 EPC intends to explore and develop new business opportunities for the retail sale of products and to its customers and those customers in areas now serviced by EPL.

13.02 EPC agrees to disclose to EPL its new business and marketing plans, including projected revenues and expenses as they pertain to EPL, for new business opportunities as they arise from time to time provided that such plans are treated as confidential as between the Parties unless otherwise agreed in writing by EPC.

14. **Notices**

14.01 All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid unregistered post or hand delivery to the following:

- a) to the President, EPC at: 360 Fairview Avenue West, Suite 218, Essex, Ontario N8M 3G4
- b) to the General Manager, EPL at: 360 Fairview Avenue West, Suite 318, Essex, Ontario N8M 3G4

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

15. **Amendments**

- 15.01 Amendments to this Agreement shall be in writing and executed by the Parties duly authorized signing officers.

16. **Headings**

- 16.01 The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

17. **Governing Law**

- 17.01 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

18. **Successors**

- 18.01 This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.
- 18.02 The Parties explicitly acknowledge and agree that the term of this Agreement shall remain in full force and effect and be binding upon new business corporations incorporated under the Business Corporations Act to whom assets and liabilities will be transferred as required pursuant to the provisions of the Energy Competition Act, 1998.
- 18.03 For the purposes of this Agreement, whenever the term EPC or EPL is used, the term shall be deemed to include all successor business corporations incorporated to whom assets and liabilities are transferred for the purpose of the installation, operation and maintenance of the Parties' electrical distribution systems.

19. **Regulatory Changes**

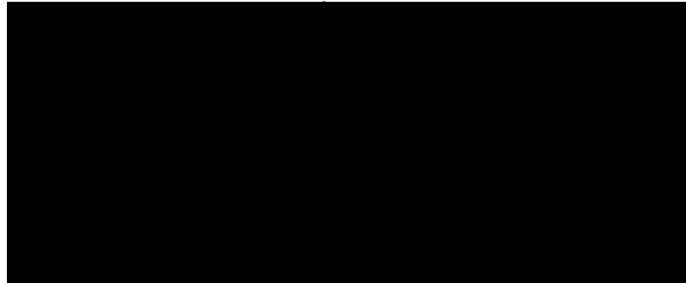
- 19.01 The Parties acknowledge that substantial changes to legislation and regulations and government policies are likely to occur during the term of this Agreement which are likely to affect the nature of the relationship between them, and as consequence the parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment, and failing agreement to submit their differences to arbitration as provided in Article 8.

20. **Relationship**

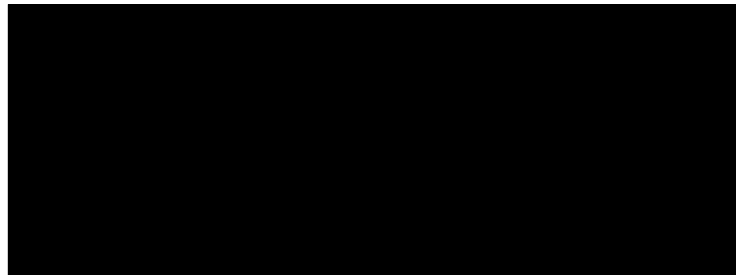
20.01 The parties acknowledge and agree that EPC shall act as an independent contractor providing its services under this Agreement and the Parties further acknowledge and agree that nothing in this Agreement shall be deemed or construed to be the formation of a partnership between EPC and EPL.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written:

ESSEX POWER CORPORATION



ESSEX POWERLINES CORPORATION



MASTER SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of March , 2009

BETWEEN:

(ESSEX POWER SERVICES CORPORATION)

(hereinafter referred to as “EPSC“)

OF THE FIRST PART

and

(ESSEX POWERLINES CORPORATION)

(hereinafter referred to as “EPL”)

OF THE SECOND PART

WHEREAS EPSC and EPL are duly incorporated pursuant to Section 142, Schedule A of the *Electricity Act, 1998*.

AND WHEREAS both EPSC and EPL will operate as separate corporate entities, notwithstanding the provisions of this Agreement;

AND WHEREAS the parties have agreed that EPL shall provide such and other products and services as may be agreed by the parties from time to time.

AND WHEREAS the parties acknowledge and agree that in providing goods and services EPSC acts as an independent contractor and not as an agent, partner, or servant;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set forth, and for other good and valuable considerations for the sum of two (\$2.00) dollars of lawful money of Canada now paid by each of the Parties to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, with each other, as follows:

1. **Definitions**

- 1.01 “**Administration Costs**” means costs incurred by EPC to manage business, finances, and day to day operations.

- 1.02 **“Customer Service Costs”** means the cost incurred by a party to bill and collect and to provide related customer services.
- 1.03 **“Customer Services”** means all services related to customer services, which without limiting the generality of the foregoing shall include customer billing, collection of unpaid accounts, and customer relations, etc.
- 1.04 **“Extraordinary Costs”** means those unusual and unanticipated costs as more particularly described in Article 5.05.
- 1.05 **“Vehicle and Equipment Cost”** means the cost of trucks and other motorized vehicles, and equipment used in operations, maintenance, administration and capital works of EPL.

2. **Term**

- 2.01 Unless terminated in accordance with Article 11.01, the term of this Agreement shall be from January 1, 2008 to and including December 31, 2008 and renewed year by year thereafter, unless either party gives the other notice in writing not less than one hundred and eighty (180) days prior to the end of the term, or the end of renewal as the case may be that the Agreement is not to be extended.

3. **Electrical Services**

- 3.01 EPL agrees to perform in a good and workmanlike manner EPSC's request for electrical services which may include the installation and maintaining of street lights or any other high voltage electrical services that may be requested by EPSC that is not within EPL's distribution system, in the former Municipality of Leamington, former Towns of Tecumseh, LaSalle, and Amherstburg, and the former Village of St. Clair Beach hereinafter referred to as the “EPL Service Area”.
- 3.02 In providing electrical services for EPSC, EPL shall maintain the minimum performance standards as required by EPSC and in conjunction with regulatory agencies such as the Electrical Safety Authority (ESA).
- 3.03 EPL shall follow good utility practice in providing services as requested by EPSC as to prevent exposure to EPSC for liability reasons.

4. **Costs**

- 4.01 **Administrative Costs**
- 4.02 EPSC shall reimburse EPL for its actual costs including overhead, which without limiting the generality of the foregoing shall include EPL direct labour, engineering design and review costs including overhead applicable to EPSC, plus labour overhead according to Schedule A.

4.03 Work may be progress billed or billed upon completion to EPSC and EPSC shall pay at least quarterly of receipt. Billing may include intercompany transfer and journal entries to record the transfer.

4.04 **Material/Accounts Payable/Inventory Costs**

EPSC shall pay EPL the fees and charges more particularly outlined in Schedule "A" for material used either from on hand inventory or specifically ordered and delivered for the required work. These costs may also include subcontractor or contracted services charges that are required to complete the work as requested by EPSC.

4.05 **Vehicle/Equipment Costs**

EPSC shall pay EPL the fees and charges more particularly outlined in Schedule "A" as EPSC's contribution towards the utilization of trucks, other motorized vehicles and equipment used by EPL to provide services as requested by EPSC.

4.06 **Direct Costs**

EPSC shall assume and be directly responsible for its Direct Costs. Direct costs may include EPSC specific training required by EPL's employees.

4.07 **Extraordinary Costs**

EPSC agrees to reimburse EPL for any extraordinary costs over and above normal service costs to which EPL may have resulting from extraordinary unanticipated events such as fires, major storms, tornadoes, equipment failures, and the like provided such equipment failures are not caused by negligence on the part of EPL.

4.08 **Renewal**

Upon renewal of the term of this Agreement and any subsequent renewals, EPL may adjust the Administrative costs, Vehicle/Equipment Costs, and Extraordinary Costs upon ninety (90) days prior notice in writing to EPSC provided that, if EPSC does not accept the adjusted costs and the parties are unable to agree after negotiating in good faith, the adjusted costs may be submitted to arbitration pursuant to Article 10 of this agreement.

5. **Invoicing**

5.01 EPL shall submit invoices to EPSC on a monthly basis, for costs in performing services under this agreement. All costs shall provide sufficient detail of the costs incurred and the description of the services undertaken by EPL. EPSC shall transfer payment to EPL via intercompany transfers or by cheque.

5.02 EPL will submit details of any extraordinary costs to EPSC for review prior to completion and EPSC will pay as per Article 6.01 at least quarterly.

6. **Arbitration**

- 6.01 The parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either party may have relating to the interpretation, application or implementation of this agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing agreement the parties agree to resolve their disputes by arbitration as provided in Article 10.02.
- 6.02 Arbitration of a dispute shall be commenced by written notice by a party requesting arbitration to the other, which notice shall identify the issue or issues it wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing agreement then each party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the arbitration panel, and failing agreement the Chair shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitration's Act, RSO 1991 c.A.17.
- 6.03 The commencement of the arbitration and all rules of procedure for the arbitration shall be by agreement of the Parties, or failing agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the Arbitration's Act, RSO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.
- 6.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days from the conclusion of the arbitration. All decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.
- 6.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the parties agree to share the fees of the Chair and other related costs equally.

7. **Termination**

- 7.01 In the event of non-performance by either party of its obligations under this Agreement, the other party may at its sole option elect to terminate this Agreement provided that the defaulting party shall be given written notice of the default and shall be given sixty (60) days to cure the default, and then only upon failure to cure the default the Agreement may be terminated.

8. **Insurance**

- 8.01 EPL and EPSC shall jointly provide and keep in force an insurance policy in the amount of not less than \$20 million in respect of the services performed by EPL under the terms of this Agreement.
- 8.02 EPSC agrees to endorse its insurance coverage with EPL as an additional named insured to cover any liability of EPL resulting or arising from any claims of injury, including injury resulting in death, loss of property, or damage due to the negligence of EPL, or to those for whom EPL is at law responsible.

8.03 All policies shall contain a clause requiring the insurer to give EPSC or EPL, as the case may be, two hundred (200) days written notice prior to canceling insurance coverage.

8.04 Both Parties will notify the Municipal Electric Association Reciprocal Insurance Exchange (MEARIE) regarding liability insurance implications.

9. Warranty

9.01 EPL provides no warranty or guarantee for any defective or deficient equipment or materials supplied except for the manufacturer's or supplier's warranties or guarantees applicable to the defective or deficient equipment or materials.

10. Notices

10.01 All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid unregistered post or hand delivery to the following:

- a) to the President, EPSC at: 360 Fairview Avenue West, Suite 218, Essex, Ontario N8M 3G4
- b) to the General Manager, EPL at: 360 Fairview Avenue West, Suite 318, Essex, Ontario N8M 3G4

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

11. Amendments

11.01 Amendments to this Agreement shall be in writing and executed by the Parties duly authorized signing officers.

12. Headings

12.01 The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

13. Governing Law

13.01. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

14. Successors

14.01. This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.

14.02. The Parties explicitly acknowledge and agree that the term of this Agreement shall remain in full force and effect and be binding upon new business corporations incorporated under the Business Corporations Act to whom assets and liabilities will be transferred as required pursuant to the provisions of the Energy Competition Act, 1998.

14.03. For the purposes of this Agreement, whenever the term EPSC or EPL is used, the term shall be deemed to include all successor business corporations incorporated to whom assets and liabilities are transferred for the purpose of the installation, operation and maintenance of the Parties' electrical distribution systems.

15. Regulatory Changes

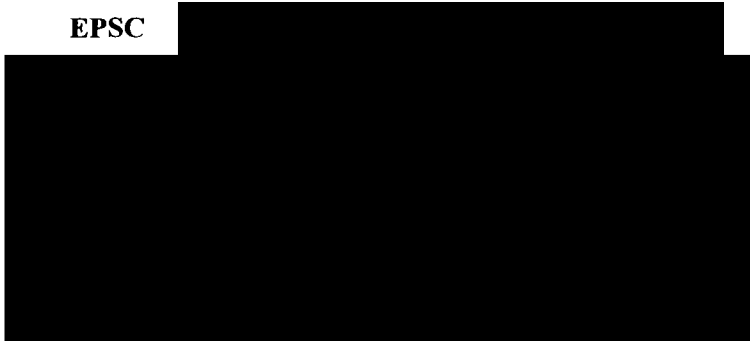
15.01. The Parties acknowledge that substantial changes to legislation and regulations and government policies are likely to occur during the term of this Agreement which are likely to affect the nature of the relationship between them, and as consequence the parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment, and failing agreement to submit their differences to arbitration as provided in Article 10.

16. Relationship

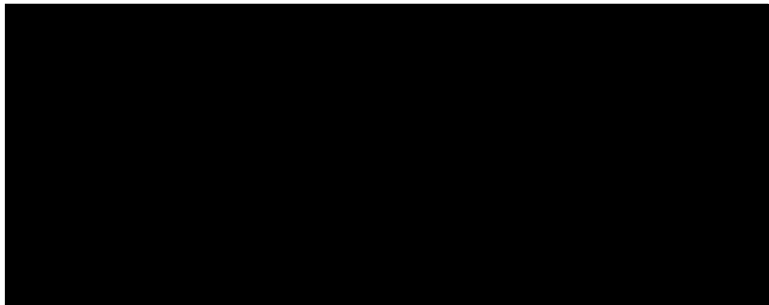
16.01. The parties acknowledge and agree that EPL shall act as an independent contractor providing its services under this Agreement and the Parties further acknowledge and agree that nothing in this Agreement shall be deemed or construed to be the formation of a partnership between EPSC and EPL.

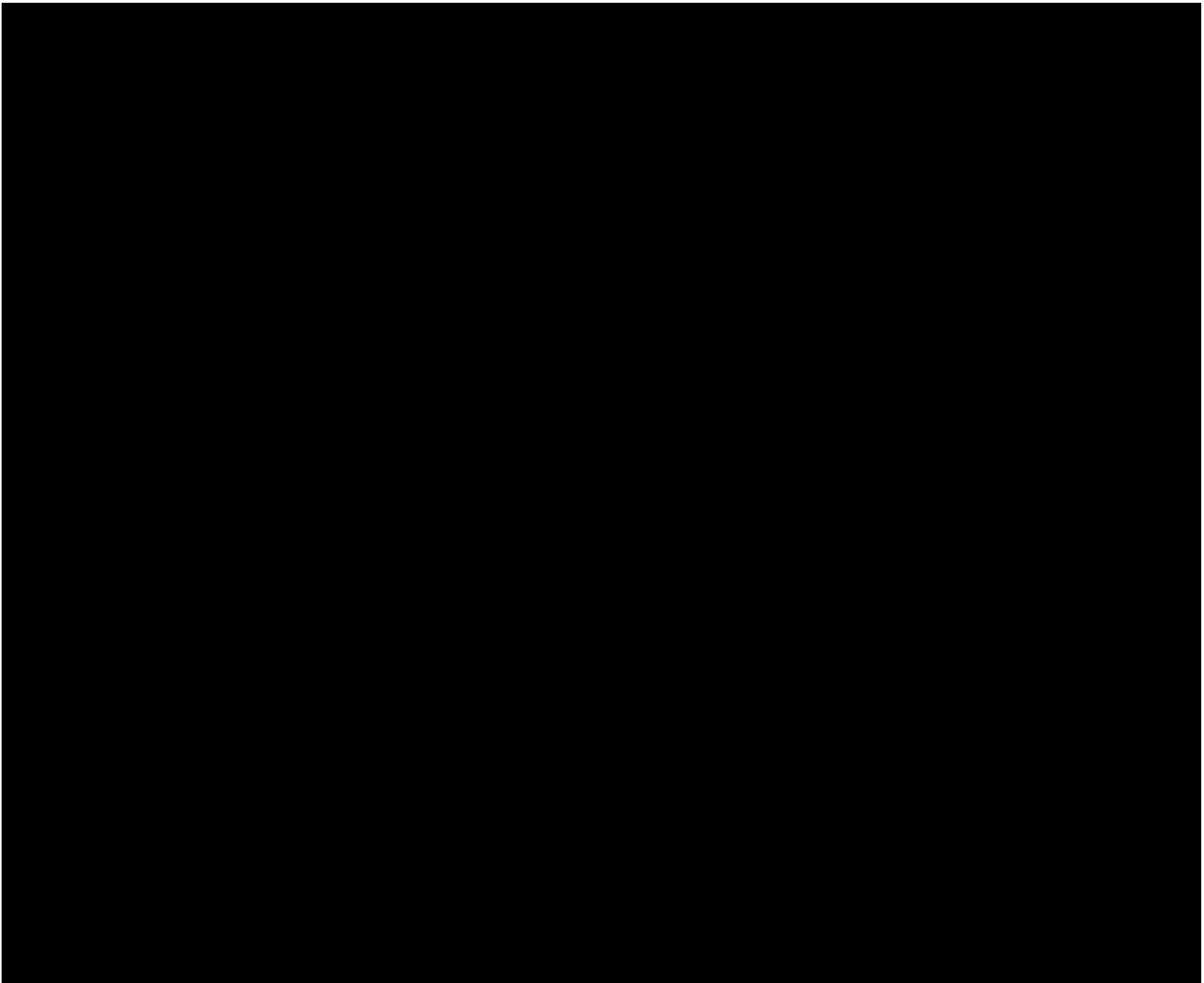
IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date first above written:

EPSC

A large black rectangular redaction box covering the signature and name of the EPSC representative.

EPL

A large black rectangular redaction box covering the signature and name of the EPL representative.





UTILISMART SERVICES AGREEMENT

AGREEMENT NUMBER: **UCSA-2023-87**

THIS AGREEMENT made as of **July 07, 2023** with an initial term start date of **November 01, 2023**, or "Go Live" date, as defined by the Services implementation project plan, whichever comes first (the "**Initial Term Start Date**");

BETWEEN:

UTILISMART CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 201-555 Southdale Rd. East, London, Ontario N6E 1A2 (hereinafter, "**Utilismart**" or "**Company**")

- and -

ESSEX POWERLINES CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 2730 Highway 3, Oldcastle Ontario N0R 1L0, (hereinafter, "**Customer**")

1. SCHEDULES

The following Schedules attached hereto shall be deemed to form part of this Agreement as if specifically restated herein:

SCHEDULE A -	SERVICES & FEES
SCHEDULE B -	SERVICE LEVEL, SCHEDULED MAINTENANCE AND CUSTOMER SUPPORT
SCHEDULE C -	INTENDED TERMS OF USE

In the event of a conflict between the terms of any schedule and the terms in the main body of this Agreement, the terms of the schedule shall govern.

2. SCOPE OF SERVICES

- a. The Company shall provide, and the Customer shall pay for, the software term license and services outlined in SCHEDULE A (the "Services") in accordance with the terms and conditions herein.
- b. The Company may modify the manner in which the Services are provided to the Customer during the Initial Term or Renewal Term (as such terms are defined in Section 6(a) below)

provided that such modifications are consented to in writing by the Customer (said consent will not be unreasonably withheld).

3. PAYMENT

Upon being provided the Services from Utilismart, the Customer shall pay the Company the fees as set out in and in accordance with SCHEDULE A. The Customer shall pay all taxes and shall be separately itemized on the Customer's bill. Monthly invoices shall be sent to the Customer while the Services are being provided, unless a different payment schedule is agreed to in writing and set forth in SCHEDULE A. Invoices are payable to the Company thirty (30) days from the date of receipt of the invoice by the Customer. Interest charges will be added to any past due amounts at the rate of 1.5% per month (18% per annum).

4. CONFIDENTIAL INFORMATION

Each party agrees that it shall not disclose, either during the Initial Term or Renewal Term(s) (as such terms are defined in Section 6(a) below) or after the expiration or termination of this Agreement, to any unaffiliated third party any proprietary information of the other party, including, without limitation, customer information, information concerning trade secrets, methods, processes or procedures or any other confidential business or technical information or customer data ("Confidential Information"), which it learns during the course of its performance of this Agreement, without the prior written consent of the other party, except to the extent that any such Confidential Information: (i) is in the public domain; (ii) is independently developed by the receiving party; (iii) is already in the possession of such party prior to disclosure by the other party; (iv) is rightfully received from a third party not under a confidentiality obligation to the other party; or (v) is legally required to be disclosed by the receiving party. Either party may disclose Confidential Information to its sub-contractors, agents or advisors on a need-to-know basis, provided it first obtains an appropriate non-disclosure agreement therefrom. For greater certainty, however, the Company shall not disclose any identifiable, non-aggregated information related to the Customer's ratepayers, including but not limited to, names, addresses, phone numbers, meter numbers, etc.

5. NOTICES or COMMUNICATION

All notices, directions, authorizations and other communications of any nature required or permitted to be given hereunder by one party to the other (in each case, a "Notice") shall be in writing and shall be delivered personally or sent by courier or by facsimile or by electronic internet communication to the applicable addressee as follows (the "Authorized Representative"):

(a) in the case of the Customer:

Name: Joe Barile
Title: Vice President of Regulatory and Corporate Affairs
Company: Essex Powerlines Corporation
Address (street): 2730 Highway 3
Address (City): Oldcastle Ontario NOR 1L0
Telephone: +1 (226) 252-6258
Email: jbarile@essexpowerlines.ca

(b) in the case of Utilismart

Name: Miroslav Karlicic
Title: Vice President, Business Development and Innovation
Company: Utilismart Corporation

Address (street): 201-555 Southdale Road East
Address (City): London, Ontario N6E 1A2
Telephone: +1 (888) 652-0689 ext. 2533
Email: mkarlicic@utilismartcorp.com

or at such other address the addressee may from time to time have notified the addressor pursuant to this Section 5. A Notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or electronic internet communication. If such day is not a business day or if the Notice is received after 5:00 p.m., the Notice shall be deemed to have been sent and received on the next business day.

6. TERM AND TERMINATION

- a. Initial and Renewal Terms. Subject to the early termination rights described in Sections 6(b) and 6(c) below, the term of this Agreement shall be sixty (60) months, commencing on the date hereof (the "Initial Term"). The Agreement shall automatically be renewed for successive twelve (12) month term(s) (each a "Renewal Term"), unless 120 days' notice of termination is provided by any party to the other party in writing prior to the end of the Initial Term. The "Renewal Term" shall be for 12-month period following the "Initial Term" and shall continue until 120 days' notice of termination is provided by a party in writing to the other party prior to the end of a Renewal Term.
- b. Other Termination Rights. If there has been a breach or default of the terms of this Agreement (as defined below) by either party (the "Defaulting Party"), then the other party may terminate this Agreement after giving the Defaulting Party Notice, in accordance with the provisions of this Agreement, of the breach or default and 30 days to remedy the same or 10 business days in the case of a failure to make, when due, any payment pursuant to this Agreement. In the event the breach or default is not remedied with the time periods described above, this Agreement shall terminate immediately. Either party shall have the option to terminate this Agreement upon termination of the provision of any services by any third party which are included as a portion of the Services.

For the purposes of this Agreement, a breach or default will include the following:

- (i) A violation of any term of this Agreement; and
 - (ii) The failure to make, when due, any payment required pursuant to this Agreement.
- c. Effect of Expiry or Termination. Subject to Sections 6(a) – (b), upon expiry or termination of this Agreement, the following shall apply:
- (1) Utilismart will immediately stop performing Services, unless otherwise agreed to in writing by the Customer;
 - (2) The Customer will pay Utilismart any fees described in SCHEDULE A which have been invoiced by Utilismart and remain payable by the Customer under the terms of this Agreement for Services provided by Utilismart up to and including the date of termination;
 - (3) The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating party may have arising out of either the termination or the event giving rise to the termination

and shall not affect any continuing obligations of either of the parties under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- a. Customer Proprietary Information. The Company acknowledges and agrees that it shall have no right, title, claim, interest, security interest or lien ("Interest") in any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information ("Proprietary Information") and disclosed to the Company by or on behalf of the Customer in connection with this Agreement ("Customer Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights (as defined below) with respect thereto, and disclaims any such Interest in any of the Customer Proprietary Information or such Proprietary Rights. The Customer hereby grants or shall grant to The Company a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, reproduce, display, perform and copy such Customer Proprietary Information (including the right to provide such information to subcontractors) for the sole purpose of performing the Services and only to the extent necessary to do so. As used in this Agreement, "Proprietary Rights" means, with respect to any item, all trade secret, copyright, patent, trademark, service mark, certification mark, trade dress or other intellectual property or proprietary rights in all countries related to such item
or any part thereof, any extensions or renewals of the foregoing, and any registrations, patents or applications with respect to the foregoing.
- b. The Company Proprietary Information. The Customer acknowledges and agrees that it shall have no Interests in any Proprietary Information disclosed to the Customer by or on behalf of the Company in connection with this Agreement ("The Company Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights with respect thereto, and disclaims any such Interest that it might otherwise have in any of the Company Proprietary Information or such Proprietary Rights. Where necessary for the proper performance of the Services under this Agreement, the Company will grant to the Customer a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, display, perform and copy any such Company Proprietary Information for use solely in connection with Customer's receipt of the Services.

8. LIMITATIONS OF LIABILITY

- a. Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use, loss of profit, past and future, additional out-of-pocket expenses incurred by the other, or other claims resulting from, arising out of, in connection with or in anyway incidental to any act or omission of the other party related to the provisions of this Agreement, including without limitation, claims of third parties.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE COMPANY TO THE CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE SUM OF ALL FEES PAID BY

THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF THE SERVICES PROVIDED BY THE COMPANY (EXCLUDING ALL FEES OR EXPENSES RELATING TO SERVICES NOT DIRECTLY PROVIDED BY THE COMPANY SUCH AS FEES RELATED TO THE RESELLING OF THIRD PARTY SERVICES) IN THE ONE (1) MONTH PERIOD PRIOR TO THE DAY ON WHICH THE CAUSE OF ACTION AROSE.

- b. The Company shall not be liable for any costs, losses, damages, legal costs and expenses, liability, claims and demands resulting from or arising in connection with any use of the Customer's usernames or passwords. The Customer is responsible for ensuring that the usernames and passwords are kept confidential. While the Company agrees to take commercially reasonable measures to protect its systems, the Customer acknowledges and agrees that under no circumstances shall the Company be held responsible or liable for situations where the data stored or communicated through the Company's website interface are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws, if unknown to the Company at the time, which may exist in the Host System (as defined herein). The Company simply stores and facilitates the transmission of private electronic communications. Electronic communications on the Company's Host System are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.
- c. While the Company agrees to take commercially reasonable steps to ensure that the Services being provided by it under this Agreement will perform as represented to Customer in this Agreement, the Company does not represent or warrant that the Services will continuously operate or be provided without error or malfunction. The Customer agrees that in the event of an error, malfunction, or failure of the Services to perform as represented herein (an "Error"), the Company shall first be given a comprehensive written report from Customer as to the Errors being experienced in as much detail as reasonably possibly so as to assist Company in rectifying same. Company agrees to promptly review and to make commercially reasonable efforts to remedy the Error without delay. The parties shall cooperate so as to allow Company to effect any required changes, patches, updates, etc. in a timely manner and to minimize the disruption to Customer.
- d. The parties agree that the Company shall have no liability for any of Customer's damages or losses arising as a result of an Error if: (i) the Company rectifies the Error within a reasonable period of time, (ii) the Customer fails to follow the error reporting procedure set out in this section, or (iii) the Error is caused by:
 - (aa) any product or service, including but not limited to hardware, software or telecommunications services supplied by a third party, and/or including but not limited to all products and services which the Company offers to its Customer as a reseller but which are delivered by a third party entity (a "Third Party Service"); or
 - (bb) any Error that is caused by or results from a Third Party Service; or

(cc) any force majeure (being a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason or cause) beyond the control of the Company.

Customer shall also take all commercially reasonable steps necessary so as to comply with the Company's advice and direction as to accessing and using the Services so as to reduce the likelihood of Errors.

9. GENERAL

- a. Entire Agreement. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
- c. Amendments. This Agreement will not be amended or supplemented except by written agreement entered into by an authorized signatory of each of the parties.
- d. Waivers. No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and agreed to by an authorized signatory of the party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.
- e. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee or agent of, or joint venture with the other party. Neither party shall have any authority to hold itself out as acting on behalf of or to legally bind the other.
- f. Binding Agreement. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties, and where the context so permits, their respective successors and permitted assigns. Except as otherwise set out in this Agreement, this Agreement shall not confer upon any other person except the parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Agreement.
- g. Assignment. Utilismart may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, with the prior written consent of the other party (said consent will not be unreasonably withheld).
- h. Severability. In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such

unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

- i. Execution in Counterparts. This Agreement may be executed in counterparts and delivered by electronic means and the counterparts together shall constitute one and the same Agreement.

10. SURVIVAL

- a. Neither the expiration of the Term nor the earlier termination of this Agreement will release either of the parties from any obligation or liability incurred prior to such expiration or termination.
- b. In addition to the terms of this Agreement that by their very nature survive the expiry of termination of this Agreement, the terms of Article 4 (Confidential Information) Article 7 (Intellectual Property Rights) and Article 8 (Limitation of Liability) shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

[Remainder of page intentionally left blank. The next page is the execution page.]

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their respective representatives duly authorized in that behalf:

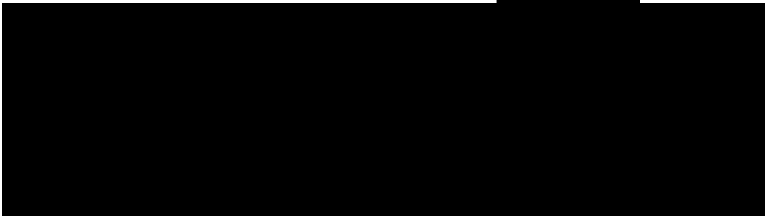
UTILISMART CORPORATION



July 26, 2023
Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION



July 20, 2023
Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION

Name:
Title:

Date

I have authority to bind the corporation.

SCHEDULE A - SERVICES & FEES

SERVICES

Utilismart shall provide, as part of the overall Ontario Green Button Toolset solution, backend data integration services. Utilismart's DPS (Data Publishing System) is a backend component of the Green Button Toolset Solution that acts as an integrator between Screaming Power's solution/services and the Customer's consumption and bill data.

The Data Publishing System (DPS): Process for data collection and publishing to Screaming Power's UtilityAPI front-end application

Utilismart's DPS is responsible to:

- Integrate with Screaming Power's UtilityAPI Green Button Toolset via JSON web services
- Process customer bills for up to 2 years as part of the initial setup and on the go-forward basis as they are produced
- Provide authentication data, including Utility accounts, to Green Button Toolset UX
- Fetch consumption data from MDM /R and Utilismart Settlement Manager, a third-party data custodian and publish it to the third-party or End User through Green Button Toolset UX
- Request consumption data from alternate data stores when MDM /R system or meter data is not available
- Fetch billing data from our Bill Data Repository when requested by a third-party or End User via the Green Button Toolset UX and publish it
- Log transactions and escalate transaction failures as part of the ordinary course of data management, part of Utilismart Information Security Management System and audited as part of ISO 27001 certification.

Utilismart's Solution Components

Utilismart will deliver the following Services. These Services will provide a back-end consumption/bill data integration and one application programming interface for the Screaming Power's Green Button Toolset.

Service	Description
Aggregation of Billing Data from End User's CIS	Utilismart will provide the capability to consume, store and publish (to Screaming Power's Green Button Toolset) Customer bill data.
Aggregation of metering data from End User's consumption data repositories	Utilismart will manage consumption data integration between Ontario MDM/R and Utilismart Settlement Manager with Screaming Power's Green Button Data Toolset.

Integration of Bill and Consumption data

Utilismart will publish Customer bill and consumption data (where required) and provide it to the Screaming Power's Green Button Data Toolset.

Delivery of Bill and Consumption to Green Button Toolset

Utilismart utilizes its DPS SaaS infrastructure to communicate with Green Button Toolset and conduct data interchange tasks over JSON API.

Management of Data Aggregation (within Green Button Toolset) Clarification

Customer-authorized data is only populated within the Green Button Toolset (requested/retrieved) when a customer has authorized third-party access, at which point, the authorized dataset is collected and compiled into a buffer cached dataset that is then made available to the authorized third party is stored in Canada. If a customer revokes an authorization, the aggregated cached dataset is deleted from the GBT solution, and the third party can no longer download data. Additionally, Customer staff may revoke individual authorizations or an entire third party's registration status at any time via the admin interface.

Screaming Power's Services

Screaming Power will deliver the following Services on behalf of UtilityAPI which shall form part of the Services:

SOLUTION IMPLEMENTATION: Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution

As part of the solution implementation the Services shall include the following:

- Deploy and configure Canadian-based Data Backup infrastructure for the Customer ("End User")
- Deploy and configure Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution for each End User.
- Integrate Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution with Utilismart DPS (Data Publishing System) for each End User.
- Brand the Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution for each End User.
- Facilitate and conduct mutual testing to ensure that integration with Utilismart DPS is fully functional for each End User.

- Facilitate and conduct the system's user acceptance test (which testing shall be mutual) of the Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution for each End User.
- Assist with Green Button Alliance Green Button certification testing for each End User.

All the above Solution Implementation activities will be compensated and covered by the onetime implementation fees.

SOLUTION: Green Button Toolset (GBT) UX Front end Component of the Green Button Toolset Solution

The Screaming Power services will include UtilityAPI Green Button Toolset UX as the frontend component of the Green Button Toolset solution for Ontario. Green Button Toolset (GBT) UX is a white-labelled, standards-compliant, user-friendly implementation of the Green Button Connect My Data (CMD) and Green Button Download My Data (DMD) standards. GBT UX is a gateway (data exchange between utilities and third-party companies). Screaming Power will provide the managed gateway to the Customer that includes authentications, authorizations, data inputs/publishing, and consent management.

While Screaming Power hosts through UtilityAPI the web application on UtilityAPI's cloud infrastructure, Screaming Power will brand (i.e. white-label) Customer interfaces to match the "look and feel" of Customer's existing web interfaces. Branding the GBT implementation means that several key frontend interfaces must be designed as part of the setup process to match the existing Customer website. Below is a list of these interfaces that must have the Customer's style and branding included:

GBT UX application web pages:

- GBT Landing Page - the homepage for the Customer's Green Button Toolset
- GBT Support - information about what Green Button Toolset is, what it looks like, how sharing data can be done safely and securely, and frequently asked questions
- Third-Party Registration - an online registration form for third-parties
- Third-Party Directory - a listing of third parties who are registered and approved
- Legal Pages - pages with the legal terms and conditions and privacy policies for both customers who want to authorize data access and third parties registering to be able to request data access from customers
- Authenticated pages (i.e. only logged-in customers can see them):
 - Authentication - where customers "login" before accessing an authenticated page
 - My Authorizations - where End Users can see their authorizations
 - OAuth Authorization - where customers can authorize third-party data access

- Authorization Receipt - individual receipts issued for each customer authorization

Screaming Power will deliver the following Green Button Toolset software and services:

Green Button Toolset Overview of Interfaces and Functionality

The Green Button Toolset interfaces will consist of three major modules: Accountholder Interface, Third Party Interface, and Utility Administrator Interface.

Accountholder Interface

A hosted website for Customer accountholders, white-labeled as the Customer, matching the look-and-feel of the Customer's existing accountholder portal, with the following components:

- Landing and informational pages describing how Green Button Toolset works, how to authorize third parties, and how to revoke access.
- Terms and Privacy Policies referenced during the OAuth authorization process and available for later reference to accountholders.
- Third Party Directory with search capabilities and profile + logo pages for approved third parties who wish to be listed.
- My Authorizations interface where accountholders can view their previous authorizations, view receipts, and revoke access at any time.
- Authentication interface where accountholders can "login" in order to access their My Authorizations dashboard and authorize new third parties.
- OAuth Authorization interface where accountholders can authorize new third parties to access their utility data.
- Authorization Receipt interface where accountholder can view snapshot records of a previous authorization.

Third Party Interface

A dashboard and API hosted by UtilityAPI that provides the interface third parties can use to register with utilities, manage their third party settings, view authorization from accountholders, and download customer-authorized data. This interface has the following components:

- Branded registration form for third parties to request to be an approved third party with the Customer's Green Button Toolset implementation.
- Dashboard interface where third parties may view and download data authorized by accountholders at any supported utility.
- Data Request interface where third parties can send data requests to Customer accountholders directly without needing to integrate with the Green Button Toolset API, allowing non-technical third parties and small businesses to still be able to use the Green Button Toolset without software engineering resources
- Standards-compliant APIs that can be used by third parties to integrate Green Button Toolset into their websites and apps
- Settings interface for third parties to be able to self-manage their registration and technical integration settings without needing to contact support.
- Comprehensive technical documentation helpful for software developers working to integrate Green Button Toolset into their applications.
- Third party technical support operated by UtilityAPI's customer support team.

- Sandbox Mode that allows third parties to begin testing Green Button Toolset functionality immediately after registration using test accounts and test datasets before they have been approved by the Customer to request data from real utility accountholders.

Utility Administrator Interface

A dashboard hosted by UtilityAPI for Customer administrators to view and approve third party registrations, as well as authorizations by accountholders for third party access. This interface has the following components:

- Homepage with the latest accountholder authorizations and third party registrations needing review.
- Authorizations interface listing all authorizations by accountholders, including CSV export and revocation capabilities.
- Third Parties interface listing all registered third parties, with profile pages for each third party including the following features:
- Ability for administrators to switch the approval status of a third party between: Sandbox (default), Live, and Disabled
- Ability for administrators to switch the Third Party Directory visibility of a third party between: Unlisted (default), Visible, and Disabled
- Ability for administrators to send communication emails to third parties.
- Logs of changes made to third party registration settings, including CSV export and records of who made the changes.
- Details of contact, website, scope of use descriptions, and other third party settings.
- List of authorizations made by accountholders to the third party
- Ability for administrators to manually create authorizations for customers to third parties to support "paper/call" authorizations.

The Services will satisfy the following Green Button Alliance requirements:

Capability/Service Compliance: Green Button Connect My Data (CMD)

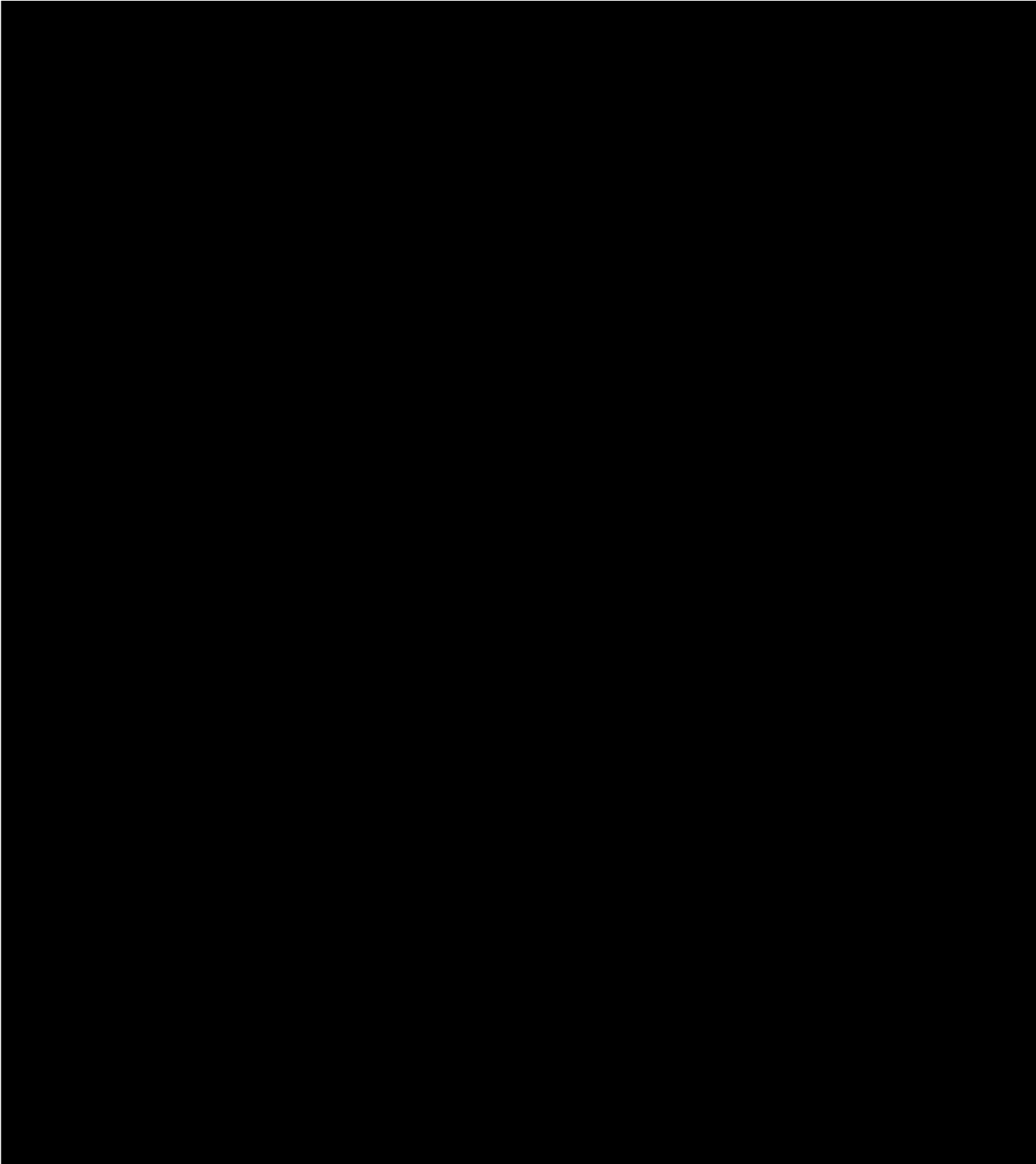
- Green Button Connect My Data (CMD or GBT) allows a third-party company to analyze data on behalf of a mutual customer of the Customer and the third-party company without the customer needing to manually and continually obtain the data
- A third party must "onboard" with the Customer's Green Button platform
- The third party sends the customer to the End User for verification and requests the sharing parameters
- The End User verifies (authenticates) the customer and allows the customer to accept/reject the request.
- Upon verification and acceptance, the End User shares a relationship identifier ('Token') with the third party

- The customer is returned to the third party to continue. The third party will make periodic requests for data, in the background, and the End User will provide what's requested as long as:
 - The third party has not been blacklisted.
 - That relationship has not expired.
 - The request is not beyond the accepted sharing scope.
- The customer can ask the End User to revoke authorization or it can be automatic:
 - The customer can revoke access from within the End User's customer portal.
 - The End User disables access when a customer moves, cancels, or service is terminated.
 - The End User disables access when the third party's authorization expires.

Capability/Service Compliance: Green Button Download My Data (DMD)

- The Green Button workflow starts at the End User
- The End User verifies the customer: This could be a login page or a pop-up screen asking for user data:
 - Username/Password
 - Account Number & postal code
 - Any other methods.
- The customer navigates to the data. This could be a selection of checkboxes or radio-style buttons to allow the customer to select what they want.
- The customer hits the submit button to download the data and saves it as a file with a .XML extension.
- The customer shares data with a third party or analyzes

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SCHEDULE B - SERVICE LEVELS, SCHEDULED MAINTENANCE AND CUSTOMER SUPPORT

SERVICE LEVELS

Each technical support request that requires follow-up support will be assigned a severity level as set forth below. The following priority hierarchy shall be used to characterize service issues affecting the Services:

Priority 1: Critical. A loss of the Services that has a critical impact on the business activities of the Customer. This does not include outages caused by any Excluded Event.

Priority 2: Moderate. A loss of a portion of the Services that has a moderate impact on the overall functionality of the Services. The Services are operational with functional limitations or restrictions but there is business impact, including performance degradation. This does not include outages caused by any Excluded Event.

Priority 3: Bug in Existing Code — An existing feature of the Services that does not work to specifications in the Documentation.

“Documentation” as used herein shall mean physical or electronic user manuals, handbooks, and guides provided by UtilityAPI or Utilismart for the Green Button Toolset (the “Documentation”).

Utilismart will use its commercially reasonable efforts (A) to ensure the Services shall be available for the threshold availability set forth above, and (B) (i) to initially respond to each service request of Priority 1 or 2 within the applicable Response Time as set forth below and (ii) to resolve (which includes the creation of a patch or work-around that temporarily mitigates) the issue within the applicable support response time or restoration time set forth below.

It needs to be noted that for various resolutions, third party involvement may be required. Utilismart will use its reasonable efforts to resolve service issues according to the priorities above but Utilismart is also reliant on third parties (such as its third party cloud data hosting vendor) that may affect the delivery time of the resolution. Utilismart will not have any liability for problems and delays caused by third parties or any Excluded Event (as defined herein).

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Services	Service Levels
1. Threshold Availability of Services	99.5% available <i>(calculated monthly over each month period during business hours, and excluding outages caused by Excluded Events)</i>
2. Technical Support Response Time	
Priority 1	4 business hours
Priority 2	8 business hours
3. Services Restoration Time	
Priority 1	1 business day
Priority 2	5 business days

UtilityAPI, Utilismart and Screaming Power are not responsible for supporting or securing Ontario Utility or third party devices or the wireless connection the device(s) have to Services. Ontario Utility or third party devices and the wireless connectivity are out of scope. Utilismart or UtilityAPI has no Service Credits associated with the downtime of external systems (e.g., Customer Information Systems), as these systems are not directly controlled by Utilismart or UtilityAPI.

Note: UtilityAPI and Utilismart shall not have any liability for outages or loss of Services caused by Excluded Events. “Excluded Events” means:

1. Scheduled Downtime.
2. Emergency maintenance of the Services or the data networks or centers used by UtilityAPI that is deemed necessary to avoid an immediate threat.
3. A Service Suspension
4. The acts or omissions of Utilismart, Screaming Power, any Authorized User, or any person using an Authorized User’s login credentials to access the Services.
5. Any factors outside of UtilityAPI’s reasonable control, including any force majeure event, the failure or unavailability of Utilismart’s or its Customer’s systems, or the failure of any hardware, software, network or Internet infrastructure not owned or managed by UtilityAPI.

SCHEDULED MAINTENANCE

For purposes hereof, “Scheduled Downtime” means regular and planned application / service maintenance windows, third party service interruptions, acts of God and times during which there is no service availability due to maintenance during a Maintenance Window or as to which at least 48 hours advance notice is

provided. Standard Maintenance Windows are currently scheduled as Tuesday 8:00 PM – 11:00 PM, Wednesday 3:00PM-12:00PM, Thursday 8:00 PM – 11:00 PM, and Saturday 2:00 PM – 12:00 PM Pacific Standard Time (the “Maintenance Windows”).

Utilismart reserves the right to schedule a planned maintenance window outside regular maintenance window hours and to shift the standard maintenance windows periodically to meet changing business needs.

Utilismart reserves right to execute emergency application maintenance for the purpose of protecting customers’ data security, confidentiality, and integrity. During these application / service Maintenance Windows Utilismart web sites may not be accessible.

CUSTOMER SUPPORT

Customer support, provided by Utilismart for the Services, will be available during the business days, Monday to Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST) except for statutory holidays. Customer support will be accessible through toll free number +1 (888) 652-0689 and/or email address helpdesk@utilismartcorp.com.

UtilityAPI will be available to provide technical support for the Services Monday to Friday from 9:00 a.m. to 5:00 p.m. EST except for UtilityAPI holidays. All technical support requests should be sent by email to support@utilityapi.com. For greater clarification, Utilismart will consume the UtilityAPI support on behalf of the Customer. Additionally, UtilityAPI support will be available directly to third parties end users of the Services.

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SCHEDULE C – TERMS OF USE

The following conditions and Terms of Use apply to all access and use of the Services by any of Customer and its users (“Users”).

Notwithstanding anything herein to the contrary, any discrepancy between this Schedule C and the Agreement shall be resolved in accordance with the provisions of this Schedule C.

By Customer’s execution of the Agreement, Customer accepts and agrees to comply with these Terms of Use in connection with its access to and use of the GBT Services. UtilityAPI is an express beneficiary of these Terms of Use, and by entering into the Agreement, Customer and Utilismart expressly acknowledge and agree that (i) Utilismart acts as trustee for UtilityAPI with respect to all rights contemplated hereunder, (ii) Utilismart agrees to accept such trust and hold and enforce such rights on behalf of UtilityAPI, and (iii) UtilityAPI shall also have the right to enforce these Terms of Use against Customer.

No amount of consideration is payable by Customer or UtilityAPI to the other in respect of these Terms of Use or the services described herein.

All capitalized terms used herein have the meanings provided in these Terms of Use.

1. CERTAIN DEFINITIONS

- (a) “Administrative Data” means all administrative data generated through or by use of the GBT Services (e.g. number of accountholder authorizations, identities of the authorizing accountholders, and the scope of accountholder data that was authorized for release) and includes accountholder authorizations to release data to third parties.
- (b) “Documentation” means UtilityAPI’s physical or electronic user manuals, handbooks, and guides for the GBT Services.
- (c) “GBT Services” means access to and use of UtilityAPI’s utility data access platform for the Green Button Toolset and any associated or related services provided by UtilityAPI.
- (d) “Service Data” means Utility Data and Administrative Data, collectively.
- (e) “Term” means the term of the UtilityAPI SOW.
- (f) “Utility Data” means, collectively, all accountholder meter, tariff, consumption and billing data provided by, on behalf of, or at the direction or authorization of Customer (including but not limited to data provided by Utilismart or any third-party energy service provider) to UtilityAPI for processing or transmittal through the GBT Services.
- (g) “UtilityAPI SOW” means the service order entered into by UtilityAPI with Utilismart or its subcontractor setting forth the specific scope and term of the GBT Services to be provided by UtilityAPI with respect to Customer’s GBT implementation.

2. SERVICES

- (a) Access to GBT Services. During the Term and subject to the terms and conditions of these Terms of Use, Customer shall have the non-exclusive right to access and use the GBT Services in accordance with the UtilityAPI SOW and the Documentation.
- (b) Unauthorized Use. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the GBT Services, and will notify Utilismart or UtilityAPI promptly of any such unauthorized access or use of which it becomes aware.
- (c) Authorized Persons. Customer is responsible for identifying and authenticating all of its employees, consultants, contractors, and agents who are authorized to access and use the GBT Services on its behalf ("Authorized Persons"), for approving access by such Authorized Persons to the GBT Services, for controlling against unauthorized access by Authorized Persons, for maintaining the confidentiality of usernames, passwords and accounts, and for ensuring compliance by such Authorized Persons with these Terms of Use. Customer is responsible and liable for all uses of the GBT Services resulting from access provided directly or indirectly by Customer.
- (d) No Uptime Guarantees. Except to the extent that any such assurance may be provided in the applicable UtilityAPI SOW, UtilityAPI makes no warranty or assurance as to uptime or availability of the GBT Services.
- (e) Service Suspension. Notwithstanding any other provision herein, Customer's access to the GBT Services may be suspended: (i) if UtilityAPI reasonably determines that there is a threat or attack on the GBT Services or on UtilityAPI systems or networks, (ii) if UtilityAPI reasonably believes that Utilismart, Customer or any of their Authorized Users is in violation of any provision of these Terms of Use or that their continued use of the GBT Services poses a systems, security or legal risk to UtilityAPI or Customer (any such suspension, a "Service Suspension").

In addition, a Service Suspension may be effected if Utilismart or its subcontractor fails to pay UtilityAPI amounts due with respect to Customer's subscription to the GBT Services. Customer acknowledges and agrees that UtilityAPI shall have no liability to Customer of any kind with respect to any such Service Suspension for nonpayment. Customer's sole recourse with respect to any such suspension shall be against Utilismart.

- (f) Right to Modify Services. UtilityAPI may, in its sole discretion, change some or all of the functionality or any component of the GBT Services or make any modification for the purpose of improving the performance, correcting problems, or revising features.
- (g) Ancillary Code. UtilityAPI may develop or provide software tools or code to facilitate Customer's implementation of and access and use of the GBT Services ("Ancillary Code"). Subject to any specific written terms and conditions applicable to such Ancillary Code, Utilismart may provide Customer with a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Code solely in connection with the GBT Services during the Term. For greater certainty, no amounts shall be payable to UtilityAPI by Customer in respect of any Ancillary Code.
- (h) Reservation of Rights by UtilityAPI. Subject to the limited and non-exclusive rights of use and access expressly provided to Customer herein, UtilityAPI or its licensors reserve all right, title and interest in and to the GBT Services (including all Ancillary Code).

Without limiting the foregoing, Customer acknowledges that the GBT Services are proprietary to UtilityAPI and/or its licensors, and that UtilityAPI and/or its licensors retain exclusive ownership of the GBT Services (including all underlying technology, software, patents, and knowhow), the Documentation, the Ancillary Code, other software and materials developed or delivered by or on behalf of UtilityAPI in connection with the GBT Services, all modifications or derivatives of any of the foregoing, and all intellectual property rights, including trade secrets rights, relating thereto. No rights are granted to Customer with respect to the GBT Services other than such limited and non-exclusive rights of access as are expressly set forth herein and subject to the terms of the applicable UtilityAPI SOW.

- (i) Feedback. If Customer (including any Authorized Person) provides Utilismart or UtilityAPI with any feedback or suggestions regarding the GBT Services, Customer grants UtilityAPI an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use or share any such feedback or suggestions for any purpose without any obligation or compensation to Customer or any Authorized User. For clarity, this use right also applies to any feedback that may have been provided to Customer by any other Authorized Person.
- (j) Non-UtilityAPI Products. Any use by Customer of any software applications or other products that interoperate with the GBT Services (a "Non-UtilityAPI Product"), and any exchange of data between Customer and any Non-UtilityAPI provider, product or service, is solely between Customer and the applicable provider and is subject to the terms and conditions of such provider. UtilityAPI does not warrant or support Non-UtilityAPI Products, unless expressly provided otherwise in a writing signed by UtilityAPI. There is no guarantee that the GBT Services will interoperate as expected with any Non-UtilityAPI Product or that if the GBT Services do so interoperate, that they will continue to do so.
- (k) Export Compliance. The GBT Services, Ancillary Code, and derivatives of either may be subject to export laws and regulations of Canada, the United States, and other jurisdictions. Customer represents that it is not named on any Canadian or U.S. government denied-party list. Customer will not access or use any GBT Services or Ancillary Code in a Canadian- or US-embargoed country or region and will not import, export or re-export, or allow the import, export or re-export of, any element of the GBT Services (or any direct product thereof) in violation of any Canadian, United States or other applicable export laws, restrictions or regulations.
- (l) Restrictions on Use. Customer shall not:
 - i. use the GBT Services except in strict accordance with the Agreement, these Terms of Use, the Documentation, and applicable laws and government regulations,
 - ii. lease, sell, license, distribute, sublicense, allow access to or otherwise make any GBT Services available to any third party (including but not limited to any unauthorized affiliate of Customer) other than as permitted by these Terms of Use or by UtilityAPI in writing,
 - iii. incorporate any element of the GBT Services into any products or services except as specifically permitted by UtilityAPI in writing,
 - iv. attempt to gain unauthorized access to the GBT Services or UtilityAPI's systems or networks, or permit direct or indirect access to or use of the GBT Services in a way that circumvents a contractual limit,
 - v. interfere with or disrupt the integrity or performance of the GBT Services or take any action which imposes an unreasonable or disproportionately large burden on UtilityAPI's infrastructure or resources,

- vi. take any action or make any attempt to change, enhance or otherwise modify any part of the GBT Services,
- vii. without UtilityAPI's prior written consent, conduct any security test, scan or probe of the GBT Services,
- viii. use or attempt to use any data mining, robots, or similar data gathering and extraction tools to gather any data from GBT Services, except to the extent specifically permitted in the Documentation,
- ix. frame or mirror any part of the GBT Services, other than as specifically permitted by the Documentation or by UtilityAPI in writing,
- x. access or use the GBT Services to build or support (or to assist a third party in building or supporting) a competitive product or service,
- xi. disassemble, decompile, reverse engineer, adapt or otherwise attempt to gain access to any software component of the GBT Services, discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the GBT Services,
- xii. copy, modify, translate, or create derivative works of the GBT Services or any part, feature, function or user interface not released under an open-source license,
- xiii. allow the removal, alteration, covering, or obscuring of any UtilityAPI trade name, trademark or logo on the GBT Services,
- xiv. use the GBT Services to store or transmit spam, malicious code, viruses, any unsolicited marketing communications or other commercial electronic messages (as such term is defined in applicable legislation) to third parties, infringing, libelous, or otherwise unlawful or tortious material, or any material in violation of any third-party privacy, intellectual property, or other right, or
- xv. use, or allow the use of, the GBT Services for any unfair or deceptive practices or in contravention of any federal, state, provincial, municipal, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations.

3. UTILITY DATA

- (a) Data Consents. Prior to transferring or permitting the transfer of any Utility Data for processing or transmittal through the GBT Services, Customer shall make such disclosures and obtain such consents from accountholders or other applicable third parties as are required under applicable law, rules or regulations.
- (b) Responsibility for Data. Customer shall be responsible to UtilityAPI for the legality of all Utility Data and shall allow the transmission through the GBT Services of only such Utility Data for which all necessary consents, permissions, rights and licenses have been obtained, including all necessary consents and rights to provide UtilityAPI with the limited license set forth in clause 3(c) below.
- (c) Limited Rights to Use Service Data. Customer grants UtilityAPI (and its agents and service providers) the limited, non-exclusive, royalty-free license to access and use Service Data only (i) as reasonably necessary to provide the GBT Services; (ii) to prevent or address service or technical problems or to provide implementation services or technical support; or (iii) as may be required by law. Subject to the limited rights granted herein, UtilityAPI acquires no right, title or interest under these Terms of Use in or to Service Data.

UtilityAPI may collect and use technical data and other information related to the performance of the GBT Services (such as feature usage, efficiency metrics and metadata) in connection with and for purposes of product development and improvement.

(d) Effect of Expiration or Termination. Upon the expiration or termination of the Term, Customer shall no longer be able to access or use the GBT Services; however, Customer may, by making a request through Utilismart, arrange for UtilityAPI to make all Service Data available for electronic retrieval by Customer for a period of 30 days after such expiration or termination. Thereafter UtilityAPI may delete or render inaccessible any stored Utility Data.

4. DISCLAIMER OF WARRANTIES. THE GBT SERVICES ARE PROVIDED BY UTILITYAPI WITHOUT WARRANTIES TO CUSTOMER, AND UTILITYAPI DISCLAIMS ANY AND ALL SUCH WARRANTIES. **ANY WARRANTIES TO THE CUSTOMER IN RESPECT OF THE GBT SERVICES SHALL BE SOLELY BETWEEN CUSTOMER AND UTILISMART PURSUANT TO THE TERMS OF THE CUSTOMER CONTRACT.**

5. EXCLUSION OF LIABILITY. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT AS NO FEES ARE PAID BY CUSTOMER TO UTILITYAPI, THE SOLE RECOURSE OF CUSTOMER WITH RESPECT TO THE GBT SERVICES WILL BE AS BETWEEN CUSTOMER AND UTILISMART. UTILITYAPI WILL NOT HAVE ANY LIABILITY OF ANY KIND TO CUSTOMER ARISING OUT OF OR RELATED TO THE GBT SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR UNDER ANY OTHER THEORY OF LIABILITY. TO THE EXTENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, THEN UTILITYAPI'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THE GBT SERVICES (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED CAN\$ 1,000.

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SERVICES AGREEMENT

AGREEMENT NUMBER: UCC-2019-02

THIS AGREEMENT made as of April 01, 2019 with an initial term start date of April 01, 2019 (the "Initial Term Start Date");

BETWEEN:

UTILISMART CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 201-555 Southdale Rd. East, London, Ontario N6E 1A2 (hereinafter, "Utilismart" or "Company")

- and -

ESSEX POWERLINES CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 2730 Highway 3, Oldcastle Ontario N0R 1L0, (hereinafter, "Customer")

1. SCHEDULES

- a. The following Schedules attached hereto shall be deemed to form part of this Agreement as if specifically restated herein:

SCHEDULE A - SERVICES & FEES

SCHEDULE B - SERVICE LEVEL AND CUSTOMER SUPPORT

- b. In the event of a conflict between the terms of any schedule and the terms in the main body of this Agreement, the terms of the main body of the Agreement shall govern.

2. SCOPE OF SERVICES

- a. The Company shall provide, and the Customer shall pay for, the software term license and services outlined in SCHEDULE A (the "Services") in accordance with the terms and conditions herein.
- b. The Company may modify the manner in which the Services are provided to the Customer during the Initial Term or Renewal Term (as such terms are defined in Section 6(a) below) provided that such modifications are consented to in writing by the Customer (said consent will not be unreasonably withheld).

3. PAYMENT

Upon being provided the Services from Utilismart, the Customer shall pay the Company the fees as set

out in and in accordance with SCHEDULE A. The Customer shall pay all taxes and shall be separately itemized on the Customer's bill. Monthly invoices shall be sent to the Customer while the Services are being provided, unless a different payment schedule is agreed to in writing and set forth in SCHEDULE A. Invoices are payable to the Company thirty (30) days from the date of receipt of the invoice by the Customer. Interest charges will be added to any past due amounts at the rate of 1.5% per month (18% per annum).

4. CONFIDENTIAL INFORMATION

Each party agrees that it shall not disclose, either during the Initial Term or Renewal Term(s) (as such terms are defined in Section 6(a) below) or after the expiration or termination of this Agreement, to any unaffiliated third party any proprietary information of the other party, including, without limitation, customer information, information concerning trade secrets, methods, processes or procedures or any other confidential business or technical information or customer data ("Confidential Information"), which it learns during the course of its performance of this Agreement, without the prior written consent of the other party, except to the extent that any such Confidential Information: (i) is in the public domain; (ii) is independently developed by the receiving party; (iii) is already in the possession of such party prior to disclosure by the other party; (iv) is rightfully received from a third party not under a confidentiality obligation to the other party; or (v) is legally required to be disclosed by the receiving party. Either party may disclose Confidential Information to its sub-contractors, agents or advisors on a need-to-know basis, provided it first obtains an appropriate non-disclosure agreement therefrom. For greater certainty, however, the Company shall not disclose any identifiable, non-aggregated information related to the Customer's ratepayers, including but not limited to, names, addresses, phone numbers, meter numbers, etc.

5. NOTICES or COMMUNICATION

All notices, directions, authorizations and other communications of any nature required or permitted to be given hereunder by one party to the other (in each case, a "**Notice**") shall be in writing and shall be delivered personally or sent by courier or by facsimile or by electronic internet communication to the applicable addressee as follows (the "**Authorized Representative**"):

(a) in the case of the Customer:

Name: Joe Barile
Title: General Manager
Company: Essex Powerlines Corporation
Address (street): 2730 Highway 3
Address (City): Oldcastle Ontario NOR 1L0
Telephone: 1-226-252-6258
Email: jbarile@essexpowerlines.ca

(b) in the case of Utilismart

Name: John Avdoulos
Title: President
Company: Utilismart Corporation
Address (street): 201-555 Southdale Road East
Address (City): London, Ontario N6E 1A2
Telephone: 1-888-652-0689
Email: javdoulos@utilismartcorp.com

or at such other address the addressee may from time to time have notified the addressor pursuant to this Section 5. A Notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or electronic internet communication. If such day is not a

business day or if the Notice is received after 5:00 p.m., the Notice shall be deemed to have been sent and received on the next business day.

6. TERM AND TERMINATION

- a. Initial and Renewal Terms. Subject to the early termination rights described in Sections 6(b) and 6(c) below, the term of this Agreement shall be 60 months, commencing on the date hereof (the "Initial Term"). The Agreement shall automatically be renewed for successive sixty (60) month term(s) (each a "Renewal Term"), unless 90 days' notice of termination is provided by the Customer to Utilismart Corporation in writing prior to the end of the Initial Term. The "Renewal Term" shall be for 12-month period following the "Initial Term" and shall continue until 90 days' notice of termination is provided by the Customer in writing to Utilismart Corporation prior to the end of the Renewal Term.
- b. Termination for Breach. If there has been a breach or default of the terms of this Agreement (as defined below) by either party (the "Defaulting Party"), then the other party may terminate this Agreement after giving the Defaulting Party Notice, in accordance with the provisions of this Agreement, of the breach or default and 30 days to remedy the same or 10 business days in the case of a failure to make, when due, any payment pursuant to this Agreement. In the event the breach or default is not remedied with the time periods described above, this Agreement shall terminate immediately. For the purposes of this Agreement, a breach or default will include the following:
 - (i) A violation of any term of this Agreement; and
 - (ii) The failure to make, when due, any payment required pursuant to this Agreement.
- c. Effect of Expiry or Termination. Subject to Sections 6(a) – (b), upon expiry or termination of this Agreement, the following shall apply:
 - (1) Utilismart will immediately stop performing Services, unless otherwise agreed to in writing by the Customer;
 - (2) The Customer will pay Utilismart any fees described in SCHEDULE A which have been invoiced by Utilismart and remain payable by the Customer under the terms of this Agreement for Services provided by Utilismart up to and including the date of termination;
 - (3) The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating party may have arising out of either the termination or the event giving rise to the termination and shall not affect any continuing obligations of either of the parties under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- a. Customer Proprietary Information. The Company acknowledges and agrees that it shall have no right, title, claim, interest, security interest or lien ("Interest") in any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information ("Proprietary Information") and disclosed to the Company by or on behalf of the Customer in connection with this Agreement ("Customer Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights (as defined below) with respect thereto, and disclaims any such Interest in any of the Customer Proprietary Information or such Proprietary Rights. The Customer hereby grants or shall grant to The Company a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, reproduce, display, perform and copy such Customer Proprietary Information (including the right to provide such information to subcontractors) for the sole purpose of performing the Services and only to the extent necessary to do so. As used in this Agreement, "Proprietary Rights" means, with respect to any item, all trade secret, copyright, patent,

trademark, service mark, certification mark, trade dress or other intellectual property or proprietary rights in all countries related to such item
or any part thereof, any extensions or renewals of the foregoing, and any registrations, patents or applications with respect to the foregoing.

- b. The Company Proprietary Information. The Customer acknowledges and agrees that it shall have no Interests in any Proprietary Information disclosed to the Customer by or on behalf of the Company in connection with this Agreement (“The Company Proprietary Information”), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights with respect thereto, and disclaims any such Interest that it might otherwise have in any of the Company Proprietary Information or such Proprietary Rights. Where necessary for the proper performance of the Services under this Agreement, the Company will grant to the Customer a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, display, perform and copy any such Company Proprietary Information for use solely in connection with Customer’s receipt of the Services.

8. LIMITATIONS OF LIABILITY

- a. Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use, loss of profit, past and future, additional out-of-pocket expenses incurred by the other, or other claims resulting from, arising out of, in connection with or in anyway incidental to any act or omission of the other party related to the provisions of this Agreement, including without limitation, claims of third parties.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE COMPANY TO THE CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE SUM OF ALL FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF THE SERVICES PROVIDED BY THE COMPANY (EXCLUDING ALL FEES OR EXPENSES RELATING TO SERVICES NOT DIRECTLY PROVIDED BY THE COMPANY SUCH AS FEES RELATED TO THE RESELLING OF THIRD PARTY SERVICES) IN THE ONE (1) MONTH PERIOD PRIOR TO THE DAY ON WHICH THE CAUSE OF ACTION AROSE.

- b. The Company shall not be liable for any costs, losses, damages, legal costs and expenses, liability, claims and demands resulting from or arising in connection with any use of the Customer’s usernames or passwords. The Customer is responsible for ensuring that the usernames and passwords are kept confidential. While the Company agrees to take commercially reasonable measures to protect its systems, the Customer acknowledges and agrees that under no circumstances shall the Company be held responsible or liable for situations where the data stored or communicated through the Company’s website interface are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws, if unknown to the Company at the time, which may exist in the Host System (as defined herein). The Company simply stores and facilitates the transmission of private electronic communications. Electronic communications on the Company’s Host System are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.
- c. While the Company agrees to take commercially reasonable steps to ensure that the Services being provided by it under this Agreement will perform as represented to Customer in this Agreement, the Company does not represent or warrant that the Services will continuously

operate or be provided without error or malfunction. The Customer agrees that in the event of an error, malfunction, or failure of the Services to perform as represented herein (an "Error"), the Company shall first be given a comprehensive written report from Customer as to the Errors being experienced in as much detail as reasonably possibly so as to assist Company in rectifying same. Company agrees to promptly review and to make commercially reasonable efforts to remedy the Error without delay. The parties shall cooperate so as to allow Company to effect any required changes, patches, updates, etc. in a timely manner and to minimize the disruption to Customer.

- d. The parties agree that the Company shall have no liability for any of Customer's damages or losses arising as a result of an Error if: (i) the Company rectifies the Error within a reasonable period of time, (ii) the Customer fails to follow the error reporting procedure set out in this section, or (iii) the Error is caused by:
- (aa) any product or service, including but not limited to hardware, software or telecommunications services supplied by a third party, and/or including but not limited to all products and services which the Company offers to its Customer as a reseller but which are delivered by a third party entity (a "Third Party Service"); or
 - (bb) any Error that is caused by or results from a Third Party Service; or
 - (cc) any force majeure (being a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason or cause) beyond the control of the Company.

Customer shall also take all commercially reasonable steps necessary so as to comply with the Company's advice and direction as to accessing and using the Services so as to reduce the likelihood of Errors.

9. GENERAL

- a. Entire Agreement. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
- c. Amendments. This Agreement will not be amended or supplemented except by written agreement entered into by an authorized signatory of each of the parties.
- d. Waivers. No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and agreed to by an authorized signatory of the party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.
- e. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee or agent of, or joint venture with the other party. Neither

party shall have any authority to hold itself out as acting on behalf of or to legally bind the other.

- f. Binding Agreement. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties, and where the context so permits, their respective successors and permitted assigns. Except as otherwise set out in this Agreement, this Agreement shall not confer upon any other person except the parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Agreement.
- g. Assignment. Utilismart may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, with the prior written consent of the other party (said consent will not be unreasonably withheld).
- h. Severability. In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.
- i. Execution in Counterparts. This Agreement may be executed in counterparts and delivered by electronic means and the counterparts together shall constitute one and the same Agreement.

10. SURVIVAL

- a. Neither the expiration of the Term nor the earlier termination of this Agreement will release either of the parties from any obligation or liability incurred prior to such expiration or termination.
- b. In addition to the terms of this Agreement that by their very nature survive the expiry of termination of this Agreement, the terms of Article 4 (Confidential Information) Article 7 (Intellectual Property Rights) and Article 8 (Limitation of Liability) shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

[Remainder of page intentionally left blank. The next page is the execution page.]

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their respective representatives duly authorized in that behalf:

UTILISMART CORPORATION

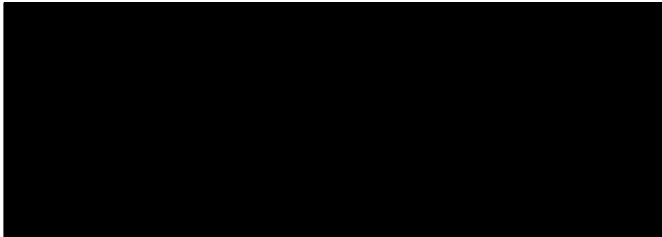


April 29, 2019

Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION



APRIL 29, 2019

Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION

Name:

Title:

Date

I have authority to bind the corporation.

SCHEDULE A - SERVICES & FEES

SERVICES

HOSTED AND OPERATED AMI (CONNEXO NETSENSE) SERVICES

Hosted and Operated AMI (Connexo NetSense) services is a turn-key solution offered under a hosted, managed services subscription model. Hosted and Operated AMI allows electric utilities to fully realize the value of their smart metering investment without the distraction of on-premise system hosting and operation.

Utilismart Corporation will provide secure, private cloud based Hosted and Operated AMI (Connexo NetSense) services to Hydro Hawkesbury Inc. These services will include:

Recurring Services

1. AMI Operation Base Fee - Connexo NetSense
 - a) System Operation
 - Meter, data set and data collection schedule setup
 - Performance monitoring, troubleshooting and performance optimization
 - i. Data collection schedule performance
 - ii. System performance
 - iii. Gatekeeper performance
 - Automated daily meter data collection
 - Manual data collection schedule resubmits and troubleshooting
 - Communication troubleshooting
 - Meter, WAN / LAN network, gatekeeper
 - Automated Data Exports and Delivery
 - MDM /R: CMEP file via AS2 secure data transfer protocol
 - Third Party ODS: CMEP file via secure FTP data transfer protocol
 - Manual, ad hoc data submission to MDM /R and Third Party ODS
 - Meter Trouble Management (MTR) Reports
 - b) System Synchronization
 - Process MDM /R P and I Synch files or / Utilismart U1010 meter setup and synchronization form daily
 - c) System Administration
 - Facilitate and project manage Connexo NetSense updates and patches executed by Honeywell support
 - Facilitate and project manage Connexo NetSense meter OTA (Over the Air) firmware upgrades executed by Honeywell support
 - d) Support Helpdesk
 - Provide ongoing support via Utilismart Support Desk
2. AMI Hosting and Infrastructure as a Service (IaaS) - Connexo NetSense
 - a) Virtual infrastructure required by Connexo NetSense version 11.X (approved by Honeywell support)
 - b) Hardware Maintenance: Premier support for mission critical systems
 - c) Operating system license and related maintenance
 - d) High Availability Collocation Services

- Rack space
 - Redundant power (UPS, backup generator)
 - High Availability Internet Connection
 - Redundant cooling / temperature control system
 - Fire suppression system
- e) End-Point Protection software and related maintenance
- f) System Security: Intrusion Detection, Prevention and Incident Management
- g) Virtual System Backup

One-Time Implementation Services

1. Utilismart Connexo NetSense 11.X implementation services include:
 - a. Infrastructure as a Service (IaaS) Setup
 - i. Provide and configure virtual server environment required for the installation of the Connexo NetSense V.11.X
 - ii. Rack & stack
 - iii. Operating system installation, configuration and patching
 - iv. Security and network setup and configuration including system hardening
 - b. Connexo NetSense System Setup
 - i. System configuration
 - ii. Users setup
 - iii. Configuration data import: marriage files, data encryption files / keys, latitude, longitude, etc.
 - iv. Meters / gatekeepers setup
 - v. Reading schedules setup and configuration
 - c. Connexo NetSense System Acceptance Testing (SAT)
 - i. as per Honeywell's Connexo NetSense SAT Document
 - ii. Conduct Connexo NetSense System Acceptance Test (SAT) and coordinate correction of system deficiencies with Honeywell Support Team.
 - d. Project Management and Facilitation of Honeywell Services (migration from EnergyAxis 9.2 to Connexo NetSense 11.X)
 - i. Project management and technical assistance
 - ii. Coordination of the project execution that includes the following teams: Utilismart IT Infrastructure, Utilismart Network and Security, Utilismart Operations, Honeywell Support, Customer's Billing Department.
 - e. Automated Data Delivery - New System Configuration
 - i. Automate and Cleo AS2 Client Configuration: for files delivery to MDM /R and Third Party ODS
 - f. Connexo NetSense - System Backup Configuration
 - i. Configure and test virtual system backups
- a. Transition to New System (Cut-off)

Customer's Responsibilities

Customer will:

- Purchase Connexo NetSense license for the required number of meters and software annual maintenance support.
- Purchase Connexo NetSense system setup and migration services from Honeywell for the transition of the its data and configuration from EnergyAxis Metering System.

The targeted Connexo NetSense implementation date (TBD) is subject to the completion of the above listed customer's responsibilities, general availability of the Connexo NetSense 11.X software and availability of the Honeywell Support to conduct the system setup and migration services.

SETTLEMENT SERVICES

Hosted and Operated AMI (MV90) Meter Reading Services

Utilismart Hosted and Operated MV90 meter reading services is a low cost per meter per month data collection solution. In addition to its support to a wide range of metering devices Utilismart MV90 can support the latest Elster A3 HSPA+ and Itron LTE cellular meters. Hosted and Operated MV90 Data Collection Services include:

- Interval, MIST, Wholesale, Generation Meters MV90 Data Collection
- Meter Setup
- Meter Verification
- VEE
- Daily Data Collection
- Communication Troubleshooting
- Data Imports
 - IESO, MSP or MMP
- Data Exports
- MTR Management

System and data backup and disaster recovery services are included as part of the service.

The following services will be used in lieu of Hosted and Operated MV90 meter reading services for AMI meters such as generation and C&I / MIST meters:

- UDH Data VEE for generation Meters and C&I / MIST
- File / Data Transformation (XML to PRN)
- Automatic Data Transfers to Settlement Manager

Wholesale Settlement Services – Settlement Manager

Utilismart Wholesale Settlement Services include:

- Daily processing of all MIST / Interval meter data (AKA Retail meters) required for the calculation of the NSLS
- Daily processing of Streetlights Virtual Loads required for the calculation of the NSLS
- Automatic Data Retrieval Interface with the IESO
 - IESO MDS EDI - meter data ingestion and comparison
 - IESO Reports Site
 - Preliminary and Final Settlement Statements
 - IESO Price (HOEP)
 - IESO Market Demands
- AQEW - Wholesale Reconciliation Management
 - Provisional – 2 days after meter data
 - Preliminary – 10 business days preliminary settlement statements
 - Final – 22 business days final settlement statement
- Automatic Data Processing
 - Virtual Points Aggregation
 - Wholesale Total Data Aggregation
 - Retail Total Data Aggregation
 - NSLS Data Aggregation
 - Retail Total Data Aggregation
 - Streetlights Total Aggregation
 - Virtual Points Loss Calculation
 - NSLS Calculation
 - WAP Calculation
- Notice of Dispute (NOD) Management

- CIS Data Processing and Automated Publishing
 - N File: NSLS / WAP
 - S File: MIST / Interval Meters Usage, WAP, Loss Factor
 - TOU File: MIST Meters
- Utilismart will schedule and execute an automated CIS data export that contains MIST and Interval Meters billing determinants. This process will be identical to the data transmission processes that are currently established with other Fortis companies i.e. CNP. In terms of the file layout, content, delivery frequency and delivery mechanism.
- Settlement Manager Website
 - Trading Day Report
 - Trading Day Exception Notifications
 - Net System Load Shape (NSLS) Dynamic
 - Monthly Summary
 - System Layout
 - Facility Selection
 - Statement Report (IESO Preliminary and Final Settlement Statement Reports)
 - IESO Price Report
 - Generation Report
 - Interval, Hourly, Daily, Monthly Demand and Consumption Reports
 - Peak Reports
 - Cost Report
 - Cost of Power (AQEW) Shadow Invoices (TSL, SL, RT, NSLS)
 - Embedded Generation Report
- Reports
 - IESO Shadow Invoice
 - Transmission Reconciliation Report
- Streetlights Management
 - Wholesale Settlement services include the setup and ongoing maintenance of the virtual streetlight profiles and related loads.
- Settlement Manager web application accessible 24 hours/day – 7 days/week¹

C&I Energy Manager - Consumer Engagement Portal

C&I Energy Manager services include:

- Daily Meter Data Processing and Publishing
- C&I Energy Manager Website

C&I Energy Manager is a secure cloud-based portal offering reports that allow commercial and industrial utility customers to better manage their energy use. It is ideal for C&I customers (typically with greater than 50 kW demand) with significant energy bills and complex loads to manage such as grocery stores, school boards, hospitals, manufacturing plants, mills, warehouses, etc.

Utilismart provides this portal directly to commercial or industrial businesses who need a tool to help them manage their energy use and to ensure the bills they receive from their utility are correct. Utilismart also provides this portal to utilities, who can in turn offer it to important commercial and industrial customers as a value-added service, helping the utility attract new customers and maintain high customer satisfaction levels. Other users of C&I Energy Manager are energy consultants who use the portal to help advise their C&I customers. C&I Energy Manager delivers energy reports, tracks peak demand and power factor and consumption as well as energy costs all in a single, user friendly portal. Engineers can use this information implement demand management strategies to control costs across their facilities. Business owners can use it as an investigative tool to reveal energy waste and solve problems. Any unusual pattern in energy data can be observed, investigated and analyzed quickly.

Energy Manager Website reports include:

- Demand Profile
- Consumption Profile

- Monthly Calendar
- Peaks Report
- Load Duration Report
- Min/Max/Avg (Demand) Report
- Cost Report
- Monthly Summary
- Invoice
- Settlement Report
- IESO Price
- Energy Manager - User Management
 - Utilismart Support Desk will create and manage Energy Manager User accounts. Customer will designate a primary contact responsible for the user accounts requests and authorization.
- Energy Manager – User Training
 - Utilismart staff will provide two (2), free user engagement training sessions.

UTILITY DATA HUB – UTILITY DATA MANAGER

The Utilismart Utility Data Hub is an Advanced Information Exchange Platform that enables grid modernization and helps a utility achieve the transformation of a Digital Grid.

The Utilismart Utility Data Hub (UDH) integrates data from multiple sources to make analysis and reporting easier.

The UDH incorporates advanced Validation, Estimating and Editing (VEE), delivered per each customer's requirements. Trusted and used by multiple Utilities in multiple jurisdictions, Utilismart integrates AMI and UDH to leverage the AMI investment.

The Utility Data Manager is the database at the heart of Utilismart's online metering data solution. It allows utilities and other providers of energy to acquire data from various sensors and from electrical, water and gas meters. Data consolidation capability is a key feature of the Utility Data Manager. It provides a prerequisite for advanced reporting, billing and Utility Analytics (UA). It is ideal for anyone in the energy industry who requires meter data management and analysis but wishes to avoid operating and maintaining on premise hardware and software.

This robust tool collects usage and event data from smart meters, interval meters or any other sensor or device providing a stream of monitored data. It then stores, manipulates, analyzes and serves the data out to other systems such as Ontario Provincial MDM /R, CIS, UA applications, consumer engagement portals, advanced reporting applications, etc.

The Utility Device Manager is a secure, web-based application connected to the Utility Data Manager UDH. It is a valuable tool for troubleshooting communication issues on metering networks. It provides a snapshot of all your electric, water and gas meters showing the status of the meters as well as their geographical location for residential, commercial and industrial customers. It acts as a front-end to the Utility Data Manager, allowing your staff to begin their day by reviewing the status of the previous night's data retrieval from across your network.

Communication problems are inevitable – weather, vegetation and other realities of the outdoors can interrupt the normal reading of meter data. While it is possible to interpolate, and estimate the missing readings, it is always preferable to obtain actual readings over calculated results when billing customers.

The Utility Device Manager helps you minimize the number of estimated readings you use. It helps you geographically pinpoint sites of communication disruption and manually retrieve metering data that would otherwise be calculated or estimated. It essentially serves as a direct communications alternate solution when automated processes fail.

Utility Data Manager Services:

- Data transfer (to the MDM /R) based on the sum check failures and VEE exceptions
- Data issues troubleshooting and resolution (data editing, VEE and resubmit)
- Periodic meter synchronization issues report (i.e. missing USDP ID, account number)
- 24 month of online data storage

Utility Data Manager MDM /R Synchronization Process:

- CIS Periodic Synch
- CIS Incremental Synch

Utility Data Manager ADE (Automated Data Exports)

- Daily Meter Read File (Trilliant CMEP Format) – Sent to MDM /R daily or ad hoc
- PRN File Export to Utilismart Settlement Manager (if required)

Utility Device Manager Reports:

- AMI Performance Reports
 - Meters that reported interval data in previous 24 hours
 - Meters that reported register reads data in previous 24 hours
 - Meters with register reads collected between past 2-10 days
 - Meters with interval reads collected between past 2-10 days
 - Meters Not Read Analysis
 - Performance per reading schedule
 - Performance per collector
- UDM Performance Reports
 - Meters with partially estimated intervals
 - Meters with all intervals estimated
 - Sum check report
- MDM /R Reports (processing and presentment)
 - DC, BR and VE Reports

Utility Device Manager - Device Map

- Geospatial view of the meters
- Distance calculation
- Remote disconnects
- On request reads

Utility Device Manager - Data View

- Intervals and register reads data display
- Peak Demand Report
- Calculated Peak Demand Report
- Data Graph Report (Intervals and Register Reads)

UTILITY ANALYTICS - SMARTMAP

SmartMAP provides near-real-time analytics to monitor the health of your electrical distribution network. Taking advantage of smart meter capabilities, SmartMAP combines your metered data along with your network model to report and detect problems and alert operations and engineering via a secure, map-based web portal and email alerts.

SmartMAP provides the engineering and operational groups at an electric utility with a geographic analysis tool of their medium voltage distribution system. It helps you build an analytic model of your system and combines that with data from smart meters, wholesale meter points and other sensors to create a sophisticated simulation of your distribution system. SmartMAP helps you understand, plan and operate your system more effectively.

Enjoy Full Visibility of Your Network

SmartMAP provides the visibility necessary to respond to voltage spikes and drops, overloaded transformers, network losses and power outages. Even if you do have a SCADA system, SmartMAP delivers a much higher degree of visibility – beyond substations and right down to secondary transformers and meters on secondary circuits, so you can pinpoint problems and resolve them proactively before they become costly emergencies.

Monitor by Exception

SmartMAP provides a dashboard displaying the status of your network, but the real power lies in its alert system. You can setup tolerance thresholds for different situations and automatically email the right person if a threshold has been exceeded wherever they are and at any time of day. Since network problems don't confine themselves to business hours, SmartMAP ensures network operations personnel receive alerts as they are developing, rather than after the fact. It also eliminates the problem of "data overload" by steering attention to specific customer situations or network devices that are causing problems.

Gain Efficiencies through Proactive Operations

When network issues go unnoticed until customers complain or there is a power outage, it is almost always more expensive to fix the problem. SmartMAP will help you anticipate rather than react, to avoid unnecessary costs and improve your reliability rating. It is an easy to use map-based solution for isolating and addressing the following

Under and Over Voltage Conditions

SmartMAP can send you an alert (by email and/ or text message) about voltage deviations. By simply clicking on a link in an alert, SmartMAP displays an interactive map that shows all the affected network devices. Drilling down on any device displays the historical voltage profile for that device so operations and engineering can see if the over or under voltage condition is temporary or chronic.

Overloaded Transformers

Similarly, SmartMAP alerts you to the location and severity of overloaded transformers, displaying them on a map so your network operations staff can assign work efficiently. Seeing physical locations helps operations minimize truck rolls by grouping nearby at-risk transformers into a single work order. It also provides historical analytics, so operators can make better, more informed decisions about servicing, replacing, or even moving customers to different transformers to extend transformer life.

Power Outages

SmartMAP acts a full Outage Management System (OMS) which is integrated with GIS, CIS and AMI. It identifies power outages, alerts you and once again provides a map indicating the locations of all the affected (and unaffected) meters in the area. Knowing this information in advance of customer phone calls improves customer service. It also helps network operators infer the precise origin of the outage, so they can respond quickly. Power outage data can also be fed into an outage management system.

Losses

SmartMAP can show all the feeders at a substation and the load at each feeder at a glance, including kW, kVAR and voltage for each phase, and lets you drill down to see more details on each feeder. It also compares the load on the feeder with the sum of all the meters downstream to show loss patterns, by day and by hour (including all residential & C&I customers). Operations can compare these patterns to normal loss profiles (arising from technical losses) to expose potential power theft. For example, a sudden spike in the Network Loss graph to 40% at 5am is a clue that a non-metered load has been introduced on that feeder.

Using the data provided by Utility Data Manager, SmartMAP runs real, measured voltage and load meter data through an engineering model and a connectivity model to eliminate guess work and estimates. It can then provide a realistic and reliable simulation of your distribution network from the transmission substation all the way down to individual meters. It acts like a data scientist, converting vast amounts of complex data into actionable information.

Benefits to the Operations Group

SmartMAP is not only identifying issues on the network but indicating their exact locations and showing the calculated impact across the network. It detects and alerts on voltage problems, overloaded transformers and lines, and power outages. It also logs the historical temperatures required for load flow analysis.

You can click on a map of your system and click on any line to see how much power is flowing over it – real and reactive power, percentage loading, current, and losses (as calculated by SmartMAP based on the model and measured data). You can also click on any node to see the voltage and real and reactive load.

SmartMAP allows you to respond more quickly to outages by pinpointing the origin of the problem and recommending optimal switching to restore power more quickly. It can even send alerts out to customers via mailing lists or social media to improve customer outreach. SmartMAP can also make recommendations in cases of overload assets to avoid damage, extend equipment life and reduce costs.

Benefits to the Engineering Group

SmartMAP provides the analysis and planning information necessary for distribution engineering. With a realistic simulation of the distribution system, you can perform what-if scenarios, and see what the impacts will be. It helps you plan for expansion, evaluate upgrades, and find opportunities to improve efficiency and reduce losses.

SmartMAP helps engineers manage:

Load Flow Analysis

A key tool for system planning and identifying problem areas on a system, SmartMAP lets you evaluate the voltage profile of a feeder under different conditions, find overloaded lines and evaluate the effect of different conductor sizes. You can compare the losses of different supply options to new loads, test the effects of distributed generation, simulate voltage conversion on older parts of the system or even evaluate a proposed new substation.

Because SmartMAP's analysis is informed by real, measured data you can have confidence in the accuracy of the results to plan improvements to your distribution system and justify the decisions you make.

Feeder Analysis

Improve the design and operation of feeders in your distribution system through capacitor optimization analysis and phase balancing analysis. Find the best size, the right number and the best location to place capacitor banks to reduce losses. Determine changes to the system to reduce feeder imbalance, reduce losses and improve capacity and power quality.

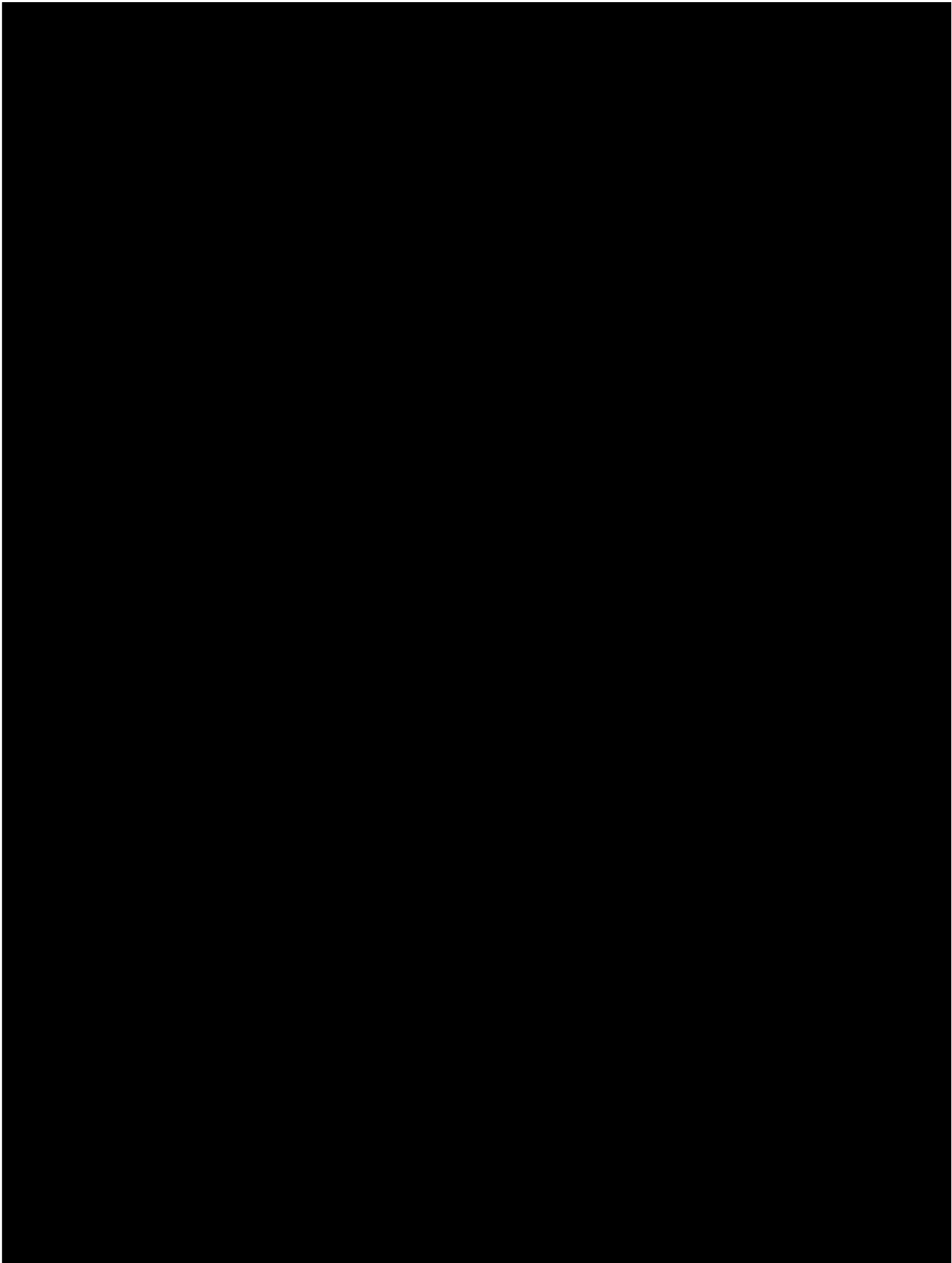
Open Point Optimization

Determine the best changes to make to open point locations in your distribution system to reduce real power losses. With optimal switch configuration, you can avoid unnecessary capital investment, have a flatter system voltage profile and free up feeder capacity.

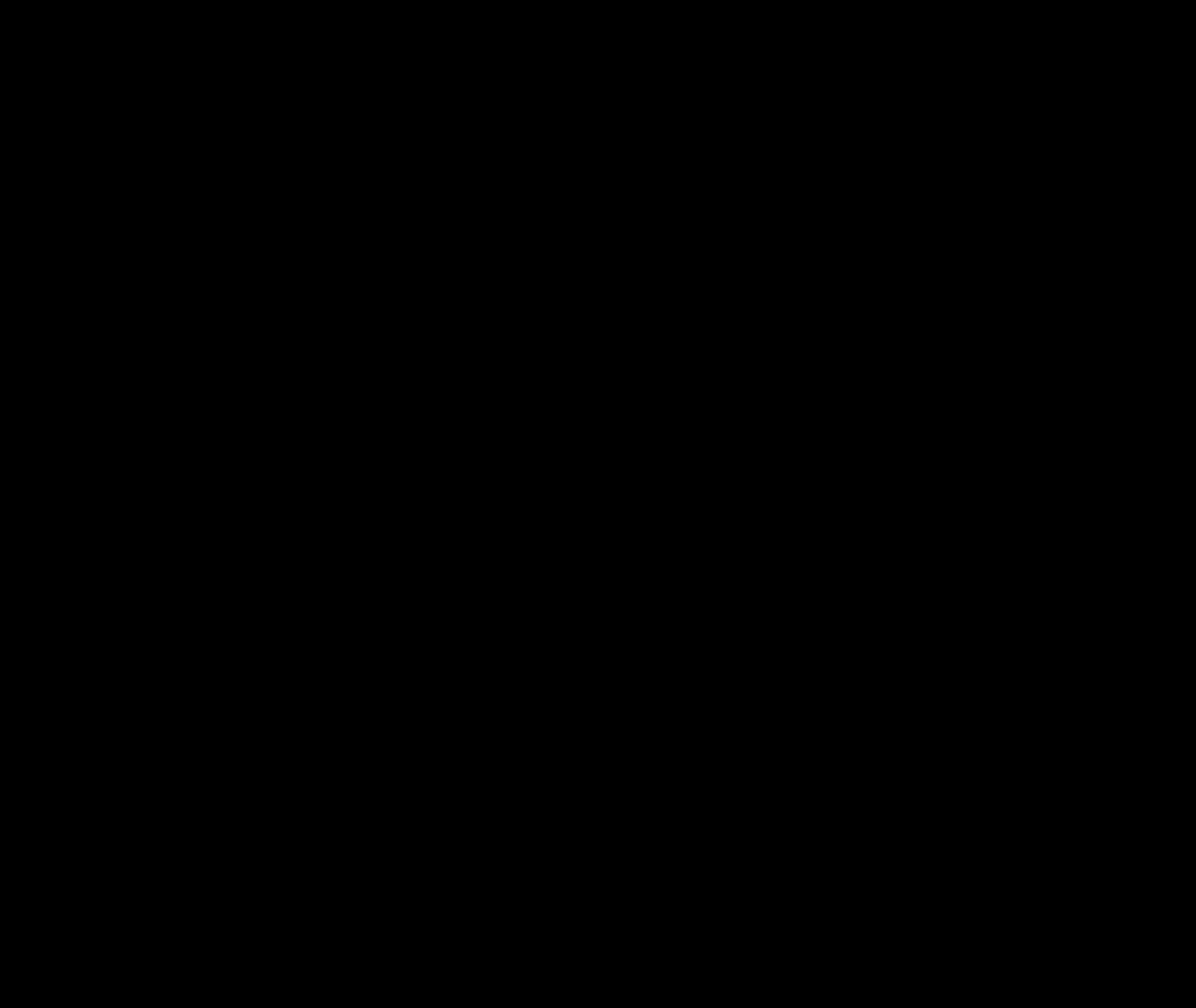
Short-Circuit Analysis

Determine how your system will behave under fault conditions so you can design and install protective devices to protect equipment and personnel. SmartMAP shows fault currents and impedances due to system faults (single or multiple faults) as well as the fault path and current and voltages along the path.

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SCHEDULE B - SERVICE LEVEL AND CUSTOMER SUPPORT

SERVICE LEVEL

Utilismart web applications will be available 24 hours per day, 7 days per week, except, but not limited to, regular and planned application / service maintenance windows, third party service interruptions and acts of God. Regular maintenance windows are scheduled for each Wednesday from 18:00 and 24:00 and Saturday from 17:00 and 24:00. Utilismart Corporation reserves the right to schedule a planned maintenance window outside regular maintenance window hours and to shift the standard maintenance windows periodically to meet changing business needs. Planned maintenance will be announced at least 2 days ahead of the scheduled maintenance. Utilismart Corporation reserves right to execute emergency application maintenance for the purpose of protecting customers' data security, confidentiality and integrity. During these application / service maintenance windows Utilismart web sites may not be accessible to Customers.

Utilismart web applications access requirements:

- Internet access; ADSL / Cable 5 Mbps or higher is recommended internet speed
- Microsoft Silverlight (Utility Device Manager)
- Microsoft Internet Explorer version 11 or greater
- Quad core processor and 2GB of memory or better are currently recommended

CUSTOMER SUPPORT

Customer support will be available during the business days, Monday to Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST) except for statutory holidays. Customer support will be accessible through toll free number +1 (888) 652-0689 and/or email address helpdesk@utilismartcorp.com.

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SOFTWARE TERM LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: UCC-2018-14

THIS AGREEMENT made as of July 30, 2018 with an initial term start date of August 01, 2018 (the "Initial Term Start Date");

BETWEEN:

UTILISMART CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 201-555 Southdale Rd. East, London, Ontario N6E 1A2 (hereinafter, "Utilismart" or "Company")

- and -

ESSEX POWERLINES CORPORATION, a corporation incorporated pursuant to the laws of the Province of Ontario and having an office at 2730 Highway 3, Oldcastle Ontario N0R 1L0, (hereinafter, "Customer")

1. SCHEDULES

- a. The following Schedules attached hereto shall be deemed to form part of this Agreement as if specifically restated herein:

SCHEDULE A -	SOFTWARE TERM LICENSE, SERVICES & FEES
SCHEDULE B -	SERVICE LEVEL AND CUSTOMER SUPPORT
SCHEDULE C -	IMPLEMENTATION SCHEDULE

- b. In the event of a conflict between the terms of any schedule and the terms in the main body of this Agreement, the terms of the main body of the Agreement shall govern.

2. SCOPE OF SERVICES

- a. The Company shall provide, and the Customer shall pay for, the software term license and services outlined in SCHEDULE A (the "Services") in accordance with the terms and conditions herein.
- b. The Company may modify the manner in which the Services are provided to the Customer during the Initial Term or Renewal Term (as such terms are defined in Section 6(a) below) provided that such modifications are consented to in writing by the Customer (said consent will not be unreasonably withheld).

3. PAYMENT

Upon being provided the Services from Utilismart, the Customer shall pay the Company the fees as set

out in and in accordance with SCHEDULE A. The Customer shall pay all taxes and shall be separately itemized on the Customer's bill. Monthly invoices shall be sent to the Customer while the Services are being provided, unless a different payment schedule is agreed to in writing and set forth in SCHEDULE A. Invoices are payable to the Company thirty (30) days from the date of receipt of the invoice by the Customer. Interest charges will be added to any past due amounts at the rate of 1.5% per month (18% per annum).

4. CONFIDENTIAL INFORMATION

Each party agrees that it shall not disclose, either during the Initial Term or Renewal Term(s) (as such terms are defined in Section 6(a) below) or after the expiration or termination of this Agreement, to any unaffiliated third party any proprietary information of the other party, including, without limitation, customer information, information concerning trade secrets, methods, processes or procedures or any other confidential business or technical information or customer data ("Confidential Information"), which it learns during the course of its performance of this Agreement, without the prior written consent of the other party, except to the extent that any such Confidential Information: (i) is in the public domain; (ii) is independently developed by the receiving party; (iii) is already in the possession of such party prior to disclosure by the other party; (iv) is rightfully received from a third party not under a confidentiality obligation to the other party; or (v) is legally required to be disclosed by the receiving party. Either party may disclose Confidential Information to its sub-contractors, agents or advisors on a need-to-know basis, provided it first obtains an appropriate non-disclosure agreement therefrom. For greater certainty, however, the Company shall not disclose any identifiable, non-aggregated information related to the Customer's ratepayers, including but not limited to, names, addresses, phone numbers, meter numbers, etc.

5. NOTICES or COMMUNICATION

All notices, directions, authorizations and other communications of any nature required or permitted to be given hereunder by one party to the other (in each case, a "Notice") shall be in writing and shall be delivered personally or sent by courier or by facsimile or by electronic internet communication to the applicable addressee as follows (the "Authorized Representative"):

(a) in the case of the Customer:

Name: Joe Barile
Title: General Manager
Company: Essex Powerlines Corporation
Address (street): 2730 Highway 3
Address (City): Oldcastle Ontario N0R 1L0
Telephone: 1-226-252-6258
Email: jbarile@essexpowerlines.ca

(b) in the case of Utilismart

Name: John Avdoulos
Title: President
Company: Utilismart Corporation
Address (street): 201-555 Southdale Road East
Address (City): London, Ontario N6E 1A2
Telephone: 1-888-652-0689
Email: javdoulos@utilismartcorp.com

or at such other address the addressee may from time to time have notified the addressor pursuant to this Section 5. A Notice shall be deemed to have been sent and received on the day it is delivered personally or by courier or electronic internet communication. If such day is not a business day or if the Notice is received after 5:00 p.m., the Notice shall be deemed to have been

sent and received on the next business day.

6. TERM AND TERMINATION

- a. Initial and Renewal Terms. Subject to the early termination rights described in Sections 6(b) and 6(c) below, the term of this Agreement shall be 36 months, commencing on the date hereof (the "Initial Term"). The Agreement shall automatically be renewed for successive thirty six (36) month term(s) (each a "Renewal Term"), unless 90 days' notice of termination is provided by the Customer to Utilismart Corporation in writing prior to the end of the Initial Term. The "Renewal Term" shall be for 36-month period following the "Initial Term" and shall continue until 90 days' notice of termination is provided by the Customer in writing to Utilismart Corporation prior to the end of the Renewal Term.
- b. Termination for Breach. If there has been a breach or default of the terms of this Agreement (as defined below) by either party (the "Defaulting Party"), then the other party may terminate this Agreement after giving the Defaulting Party Notice, in accordance with the provisions of this Agreement, of the breach or default and 30 days to remedy the same or 10 business days in the case of a failure to make, when due, any payment pursuant to this Agreement. In the event the breach or default is not remedied with the time periods described above, this Agreement shall terminate immediately. For the purposes of this Agreement, a breach or default will include the following:
 - (i) A violation of any term of this Agreement; and
 - (ii) The failure to make, when due, any payment required pursuant to this Agreement.
- c. Effect of Expiry or Termination. Subject to Sections 6(a) – (b), upon expiry or termination of this Agreement, the following shall apply:
 - (1) Utilismart will immediately stop performing Services, unless otherwise agreed to in writing by the Customer;
 - (2) The Customer will pay Utilismart any fees described in SCHEDULE A which have been invoiced by Utilismart and remain payable by the Customer under the terms of this Agreement for Services provided by Utilismart up to and including the date of termination;
 - (3) The termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such termination or any other rights which the terminating party may have arising out of either the termination or the event giving rise to the termination and shall not affect any continuing obligations of either of the parties under this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- a. Customer Proprietary Information. The Company acknowledges and agrees that it shall have no right, title, claim, interest, security interest or lien ("Interest") in any specifications, designs, plans, drawings, data, software, computer systems, prototypes or other technical or business information ("Proprietary Information") and disclosed to the Company by or on behalf of the Customer in connection with this Agreement ("Customer Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights (as defined below) with respect thereto, and disclaims any such Interest in any of the Customer Proprietary Information or such Proprietary Rights. The Customer hereby grants or shall grant to The Company a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, reproduce, display, perform and copy such Customer Proprietary Information (including the right to provide such information to subcontractors) for the sole purpose of performing the Services and only to the extent necessary to do so. As used in this Agreement, "Proprietary Rights" means, with respect to any item, all trade secret, copyright, patent, trademark, service mark, certification mark, trade dress or other intellectual property or proprietary rights in all countries related to such item

or any part thereof, any extensions or renewals of the foregoing, and any registrations, patents or applications with respect to the foregoing.

- b. The Company Proprietary Information. The Customer acknowledges and agrees that it shall have no Interests in any Proprietary Information disclosed to the Customer by or on behalf of the Company in connection with this Agreement ("The Company Proprietary Information"), regardless of whether any such information constitutes a trade secret or is competitively sensitive, or in any Proprietary Rights with respect thereto, and disclaims any such Interest that it might otherwise have in any of the Company Proprietary Information or such Proprietary Rights. Where necessary for the proper performance of the Services under this Agreement, the Company will grant to the Customer a personal, non-exclusive, non-transferable, royalty-free license (without the right to sublicense, except to affiliates) during the Term, to use, execute, display, perform and copy any such Company Proprietary Information for use solely in connection with Customer's receipt of the Services.

8. LIMITATIONS OF LIABILITY

- a. Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages of any character, including but not limited to loss of use, loss of profit, past and future, additional out-of-pocket expenses incurred by the other, or other claims resulting from, arising out of, in connection with or in anyway incidental to any act or omission of the other party related to the provisions of this Agreement, including without limitation, claims of third parties.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIABILITY OF THE COMPANY TO THE CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE SUM OF ALL FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF THE SERVICES PROVIDED BY THE COMPANY (EXCLUDING ALL FEES OR EXPENSES RELATING TO SERVICES NOT DIRECTLY PROVIDED BY THE COMPANY SUCH AS FEES RELATED TO THE RESELLING OF THIRD PARTY SERVICES) IN THE ONE (1) MONTH PERIOD PRIOR TO THE DAY ON WHICH THE CAUSE OF ACTION AROSE.

- b. The Company shall not be liable for any costs, losses, damages, legal costs and expenses, liability, claims and demands resulting from or arising in connection with any use of the Customer's usernames or passwords. The Customer is responsible for ensuring that the usernames and passwords are kept confidential. While the Company agrees to take commercially reasonable measures to protect its systems, the Customer acknowledges and agrees that under no circumstances shall the Company be held responsible or liable for situations where the data stored or communicated through the Company's website interface are accessed by third parties through illegal or illicit means, including situations where such data is accessed through the exploitation of security gaps, weaknesses or flaws, if unknown to the Company at the time, which may exist in the Host System (as defined herein). The Company simply stores and facilitates the transmission of private electronic communications. Electronic communications on the Company's Host System are private, and only under situations where explicitly required or allowed by law will such communications be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.
- c. While the Company agrees to take commercially reasonable steps to ensure that the Services being provided by it under this Agreement will perform as represented to Customer in this Agreement, the Company does not represent or warrant that the Services will continuously operate or be provided without error or malfunction. The Customer agrees that in the event of an error, malfunction, or failure of the Services to perform as represented herein (an

“Error”), the Company shall first be given a comprehensive written report from Customer as to the Errors being experienced in as much detail as reasonably possibly so as to assist Company in rectifying same. Company agrees to promptly review and to make commercially reasonable efforts to remedy the Error without delay. The parties shall cooperate so as to allow Company to effect any required changes, patches, updates, etc. in a timely manner and to minimize the disruption to Customer.

- d. The parties agree that the Company shall have no liability for any of Customer’s damages or losses arising as a result of an Error if: (i) the Company rectifies the Error within a reasonable period of time, (ii) the Customer fails to follow the error reporting procedure set out in this section, or (iii) the Error is caused by:

(aa) any product or service, including but not limited to hardware, software or telecommunications services supplied by a third party, and/or including but not limited to all products and services which the Company offers to its Customer as a reseller but which are delivered by a third party entity (a “Third Party Service”); or

(bb) any Error that is caused by or results from a Third Party Service; or

(cc) any force majeure (being a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason or cause) beyond the control of the Company.

Customer shall also take all commercially reasonable steps necessary so as to comply with the Company’s advice and direction as to accessing and using the Services so as to reduce the likelihood of Errors.

9. GENERAL

- a. Entire Agreement. This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
- c. Amendments. This Agreement will not be amended or supplemented except by written agreement entered into by an authorized signatory of each of the parties.
- d. Waivers. No waiver of any obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and agreed to by an authorized signatory of the party purporting to give the same and, unless otherwise provided, will be limited to the specific obligation or breach waived.
- e. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute either party as a partner, employee or agent of, or joint venture with the other party. Neither party shall have any authority to hold itself out as acting on behalf of or to legally bind the other.

- f. Binding Agreement. This Agreement shall endure to the benefit of and shall be binding on and enforceable by the parties, and where the context so permits, their respective successors and permitted assigns. Except as otherwise set out in this Agreement, this Agreement shall not confer upon any other person except the parties and their respective successors and permitted assigns, any rights, interests, obligations or remedies under this Agreement.
- g. Assignment. Utilismart may assign this Agreement or any of its rights or obligations hereunder, in whole or in part, with the prior written consent of the other party (said consent will not be unreasonably withheld).
- h. Severability. In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.
- i. Execution in Counterparts. This Agreement may be executed in counterparts and delivered by electronic means and the counterparts together shall constitute one and the same Agreement.

10. SURVIVAL

- a. Neither the expiration of the Term nor the earlier termination of this Agreement will release either of the parties from any obligation or liability incurred prior to such expiration or termination.
- b. In addition to the terms of this Agreement that by their very nature survive the expiry of termination of this Agreement, the terms of Article 4 (Confidential Information) Article 7 (Intellectual Property Rights) and Article 8 (Limitation of Liability) shall survive the expiration or earlier termination of this Agreement for a period of five (5) years.

[Remainder of page intentionally left blank. The next page is the execution page.]

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed by their respective representatives duly authorized in that behalf:

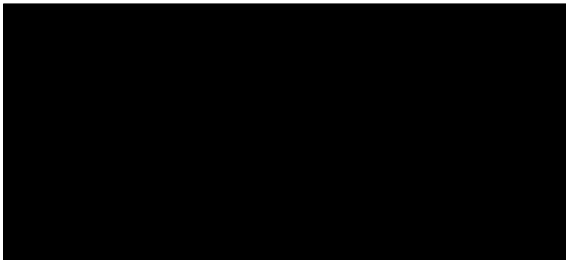
UTILISMART CORPORATION



September 11, 2018
Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION



AUGUST 16, 2018
Date

I have authority to bind the corporation.

ESSEX POWERLINES CORPORATION

Name:
Title:

Date

I have authority to bind the corporation.

SCHEDULE A - SOFTWARE TERM LICENSE, SERVICES & FEES

SERVICES

RSVA RISK MANAGER

The RSVA Risk Manager is a centralized repository of your Local Distribution Company's meter, billing, financial and market data. The program streamlines the numerous data inputs used to calculate your LDC's Group 1 Retail Settlement Variance Accounts (RSVA), analyzes and calculates the associated amounts for each account and compares the results to your internal calculations. The program is embedded with alerts and notifications to ensure the user is confident with the final results.

Reduce your growing risk and exposure to these accounts by applying best in class review tools and accounting standards to your LDC.

For Regulatory and Financial Staff

- Apply industry standards and best practices for the review and senior management approval of your RSVA accounts
- Realize tremendous efficiencies settling RSVA amounts
- Seamlessly link transactions in your billing and financial systems directly and transparently with metered data
- Day to day assessment of transactions within RSVA accounts for continuity and consistency
- Validate that current RSVA balances are justified or if action is required
- Automated alerts identify potential issues within each Group 1 RSVA account
- Simplify and automate accounting as it relates to Unbilled Revenue

For Senior LDC Management

Senior LDC managers are now required by the Ontario Energy Board (OEB) to self-certify many submissions including quarterly RRR filings and RPP self-certification. The LDC Manager View allows senior management to independently view the status of each RSVA account that are affecting their day to day business.

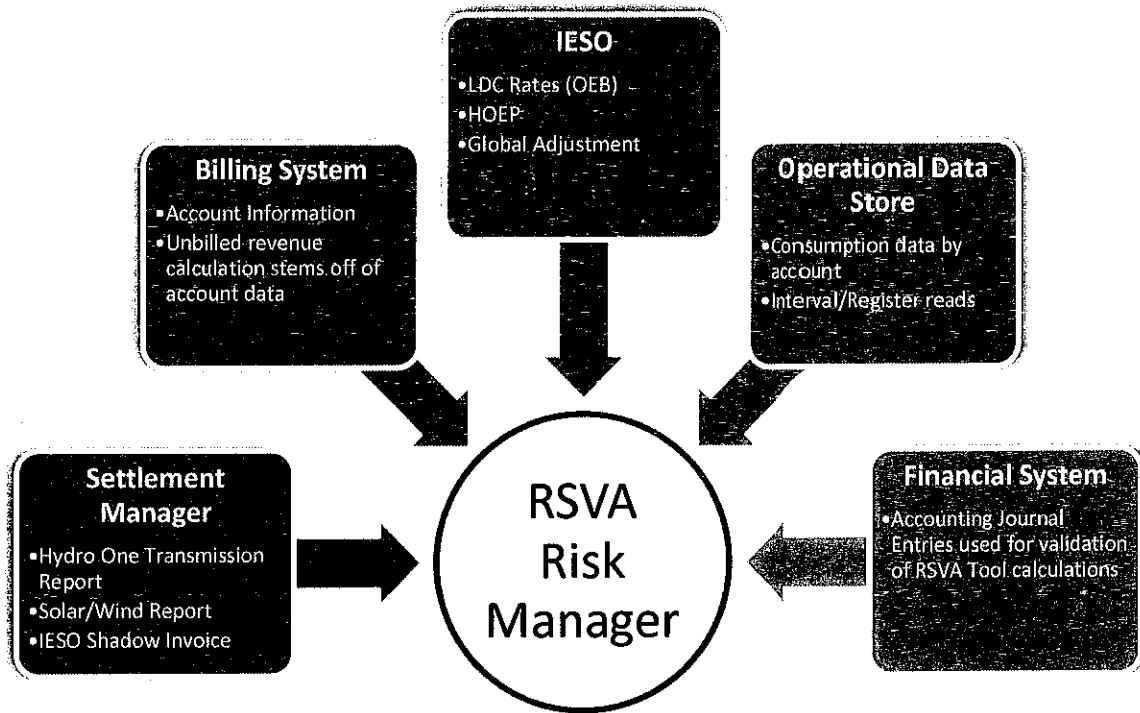
The RSVA Risk Manager will allow senior management to:

- Ask the right questions of your regulator finance team prior to submission and certification
- Quickly identify when an RSVA account balance is trending differently than forecasted
- Limit your risk exposure by identifying problems before they persist
- Apply best in class controls and accounting practices to your procedures

Integration

Regardless of your internal needs, Utilismart has a suite of services that can meet the needs of your respective LDC. Options include, but are not limited to:

- **Full Automation** – Our team of data integration experts will build in seamless ties with your billing, financial and settlement systems for a fully automated data extraction.
- **Partial Automation** – If your systems aren't ready for fully automated processes, you need not worry. We can design a solution that meets your needs.
- **Custom Automation** – In some cases, an LDC may choose to provide data export files rather than automation of exports. Utilismart ensures that file transfers are secure throughout all points of transmission.



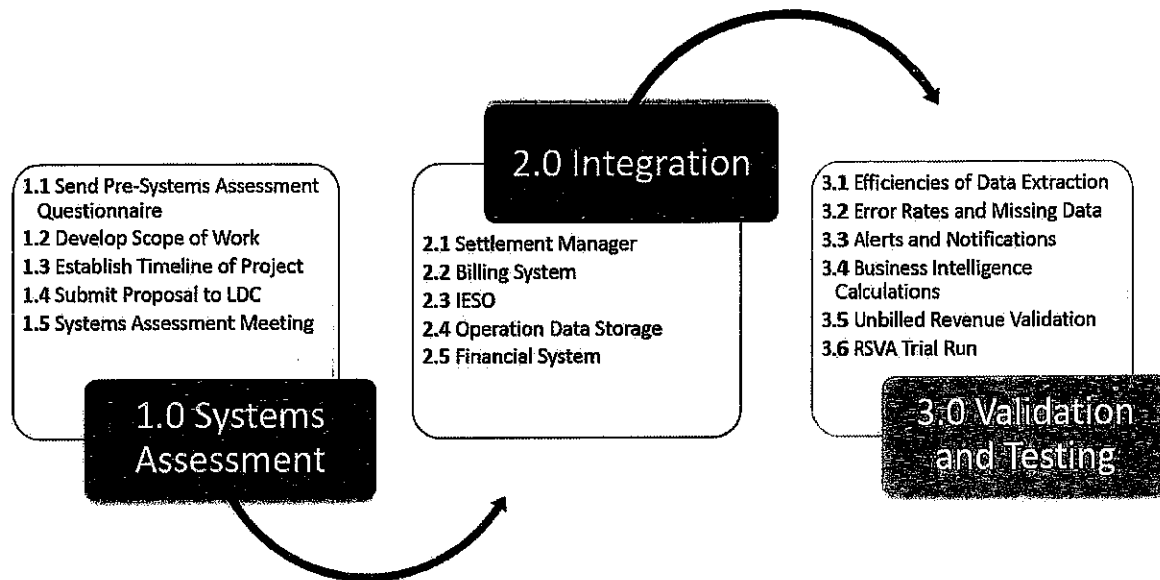
Essex Powerlines Corporation Solution

Based on the responses received from the Pre-System Assessment Questionnaire, Utilismart proposes to provide a **Custom Automation** for Essex Powerlines Corporation (EPC). This would incorporate standardized output files from the Billing System, AMI System and AMR Systems. Utilismart will work with the IT Team at EPC to provide details and best practices of compiling and delivering the standardized output files. Additionally, the file transfers will be tested for efficiencies so that the optimal solution is selected.

The intuitive design of the RSVA Risk Manager allows for Senior Management of the LDC to view the ebb and flow of RSVA accounts, and ask precise questions about monthly and yearly results to the regulatory and financial staff. Accordingly, the RSVA Risk Manager provides a detailed breakdown of the sources and methods of calculating each RSVA amount, so that the regulatory and financial staff are able to efficiently peruse through the data for their analysis. Utilismart staff will maintain and administer this platform and applications, which includes being available for program tutorials and questions pertaining to its use.

EPC can expect the activities of the project, shown below, to be discussed in greater detail during the Systems Assessment process. The Systems Assessment process will determine and solidify the expected timeline of completion for the calibration and integration of the RSVA Risk Manager program, as Custom Automations are more dependent on receiving larger quantities of data from EPC.

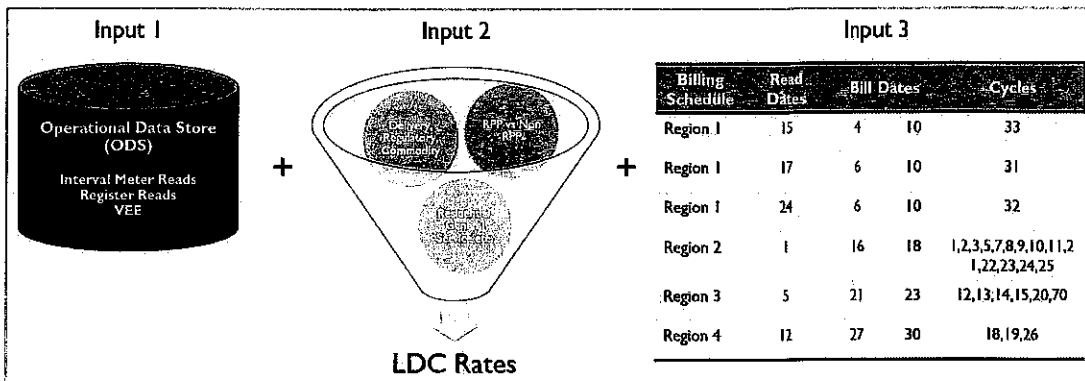
RSVA Settlement Manager - Project Overview



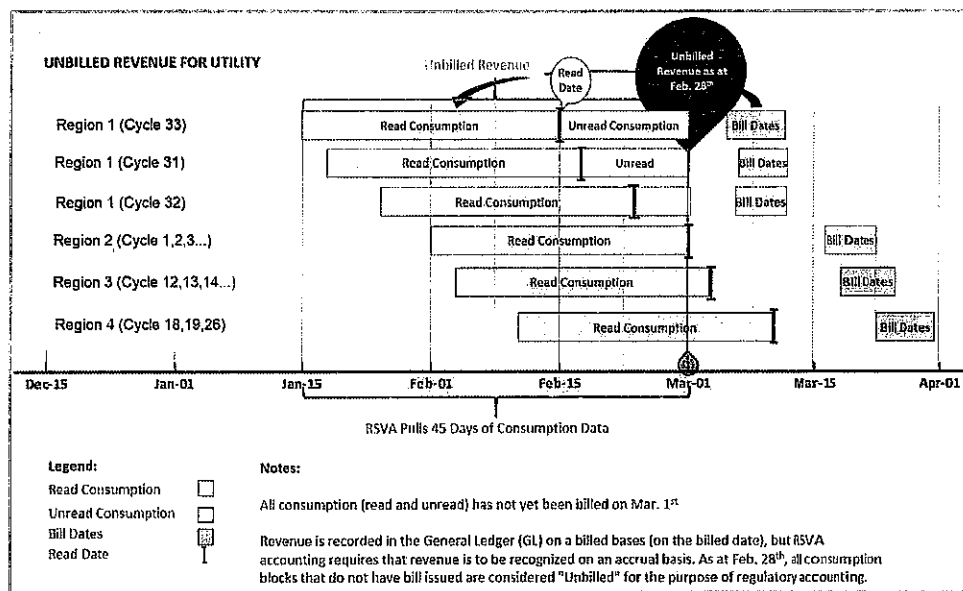
Unbilled Revenue

When reaching out to our clients to identify areas of improvement for their systems, a prevailing trend arose; the need to automate the calculation of Unbilled Revenue (UBR). Since, the Ontario Energy Board requires each Utility to financially record the amount of revenue earned but not invoiced at the end of each period, a method more reliable than the use of proration to estimate this revenue was needed.

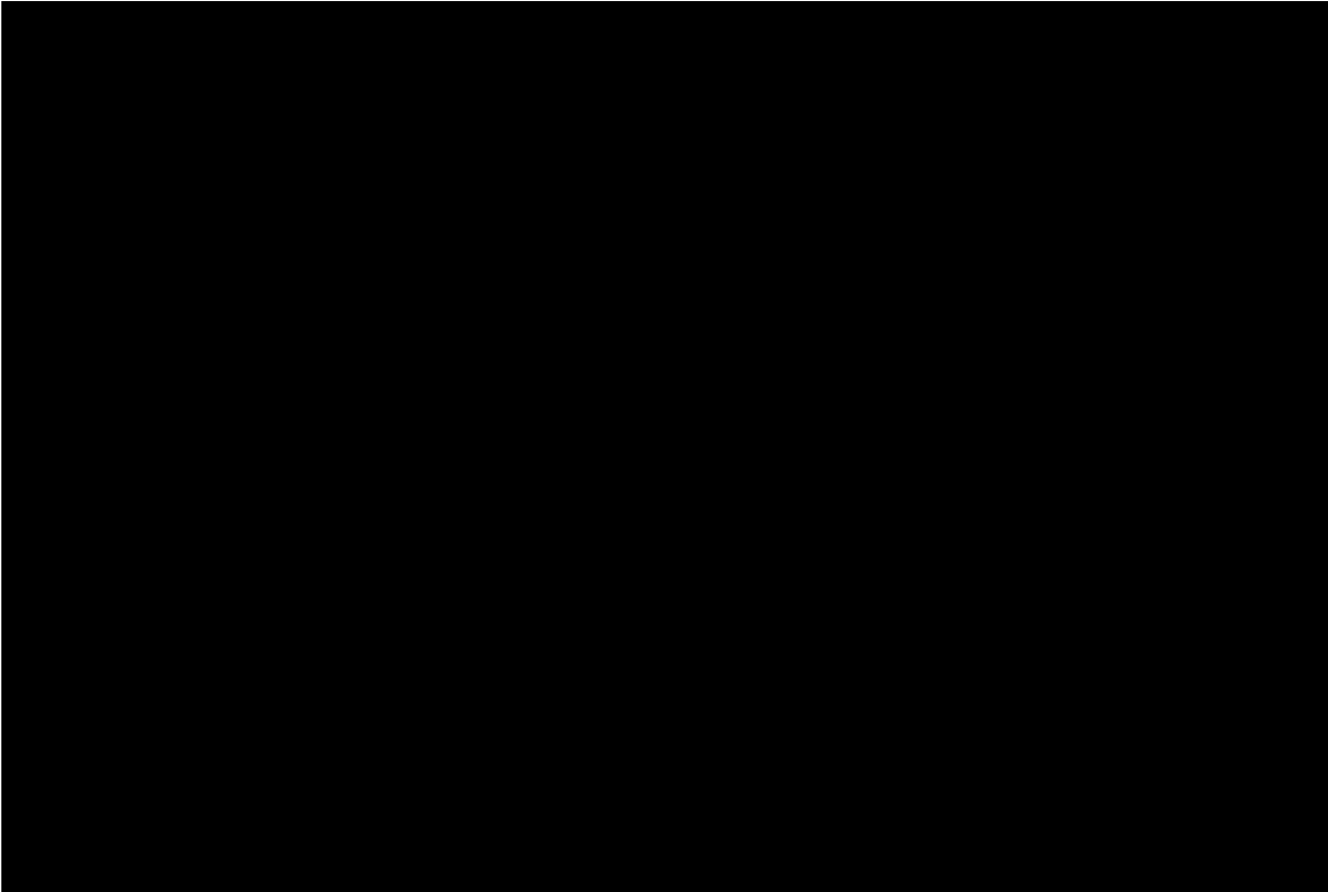
Utilismart will streamline the several inputs that are required to calculate UBR for a Utility, which can be seen in the graph below. The source of each input is typically independent of one another, which means several inputs from several sources. Utilismart leverages their advanced Operational Data Store along with the RSVA's streamlining of database capability to efficiently manage the calculation of UBR.



Essentially, by consolidating information from the Operational Data Store (ODS) and the billing system, your Utility can accurately forecast, based on real time consumption, the revenue for any period that has not yet been billed to customers. The chart below helps illustrate the complexities of calculating UBR, especially when the multiple number of bill cycles and their bill date variability are considered.



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SCHEDULE B - SERVICE LEVEL AND CUSTOMER SUPPORT

SERVICE LEVEL

RSVA Risk Manager web application will be available 24 hours per day, 7 days per week, except, but not limited to, regular and planned application / service maintenance windows, third party service interruptions and acts of God. Regular maintenance windows are scheduled for each Wednesday from 18:00 and 24:00 and Saturday from 17:00 and 24:00. Utilismart Corporation reserves the right to schedule a planned maintenance window outside regular maintenance window hours and to shift the standard maintenance windows periodically to meet changing business needs. Planned maintenance will be announced at least 2 days ahead of the scheduled maintenance. Utilismart Corporation reserves right to execute emergency application maintenance for the purpose of protecting customers' data security, confidentiality and integrity. During these application / service maintenance windows Utilismart web sites may not be accessible to Customers.

RSVA Risk Manager web applications access requirements:

- Internet access;
- Microsoft Internet Explorer version 11 or greater
- Quad core processor and 2GB of memory or better are currently recommended; and
- ADSL / Cable 5 Mbps or higher is recommended internet speed

CUSTOMER SUPPORT

Customer support will be available during the business days, Monday to Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time (EST) except for statutory holidays. Customer support will be accessible through toll free number +1 (888) 652-0689 and/or email address helpdesk@utilismartcorp.com.

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SCHEDULE C – IMPLEMENTATION SCHEDULE

System / Service	Implementation Completion and System / Service Commissioning Date
RSVA Risk Manager	August 01, 2018

Implementation schedule and related system / service commissioning dates are subject to availability of the information required for the setup and integration, availability of the third-party resources, and detailed project plan.

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