

Appendix 2.3.7.3.2 Right of Access Agreement for Metering Data

Right of Access Agreement

For Access To EnWin Utilities Ltd. Revenue Metering Data

EnWin Utilities Ltd. ("EnWin") agrees to provide <customer name> (the "Customer") with electronic and/or physical access to the revenue meter recorders detailed in Schedule A hereto (the "Meters") for the purpose of obtaining kilowatt hour and demand billing meter quantities from the recorder channels assigned in Schedule A (the "Metering Information"), subject to the following terms and conditions:

1. This Agreement will take effect on the date first written above and will continue for a term of two years, unless terminated by either party at an earlier date in accordance with the provisions of this Agreement.
2. EnWin will own the Meters and all related equipment including revenue meters, recorders, related equipment and transformers (the "Equipment") and shall have access to this Equipment at any reasonable time for the purposes of installation, inspection, maintenance or repair. Customer access will be controlled by EnWin.
3. The Customer shall only use software and communications protocols specifically approved by EnWin for accessing the Meters and electronic access thereto shall be limited to the Ethernet port and channel designated in Schedule A. At present the only approved software packages are MV-90 and MV Read-Only.
4. EnWin will accept a common shared, analogue telephone line in conjunction with a line sharing device on the understanding that, in the event of communication difficulties, it may be necessary for the customer (or their agent) to upgrade the installation up to and including a dedicated, analogue line.
Customer access is limited to two interrogations per day or communication sessions per day per device. All Customer communication sessions, either inbound or outbound, is restricted to the hours of 12:01 – 22:00 E.S.T. Each communication session shall not exceed thirty (30) minutes in duration.
5. EnWin personnel, or their assigned agent, must accompany the Customer if the Customer wants physical access to meter faceplate for viewing. Any associated cost will be borne by the customer at EnWin's discretion.
6. The Customer shall not open, change, alter, tamper with the Meters or Metering Information in any way, whether physically or electronically, nor attempt to access the Meters except as permitted by this Agreement. EnWin personnel will be responsible for all terminations and connections to EnWin devices.
7. EnWin cannot guarantee access to the Meters by the Customer or support the Customer in resolving problems specific to the Customer's software or equipment.
8. EnWin will not provide assistance for reading or interpretation of Metering Information and EnWin will not be responsible for any problems arising out of the use thereof.

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9. The Customer shall advise EnWin of any failure of the Meters or its ability to access the Meters as soon as possible.
10. EnWin may, at its option, discontinue or alter the supply of access to Meters or Metering Information and/or remove the Meters in order to test, repair, replace, relocate, modify or upgrade the Equipment.
11. The Customer may request that Equipment be modified, upgraded, replaced or new metering equipment be installed, provided that same are on terms and conditions satisfactory to EnWin, and at the sole expense of the Customer.
12. The parties hereby expressly agree that EnWin, its employees, officers, directors and affiliates shall not be liable, except in the case of willful misconduct or negligence, for any damage, loss, or injury, of any kind whatsoever, whether to person or property, or whether in contract or tort including, without limitation, any direct or consequential damages which may be suffered, or which arise out of, or which are in any way connected with or related to the subject matter of this Agreement, including the discontinuity of, or use or interpretation of Metering Information.
13. Notwithstanding Section 1, this Agreement:
 - a) may be terminated by either party upon not less than 90 days written notice,
 - b) shall be terminated if it contravenes the Independent Electricity Market Operator's
 - c) Market Rules or other statutes, regulations or orders of regulatory bodies with authority over the parties which come into effect during the term hereof, (c) shall be terminated immediately should the activities of Customer or their agent interferes with or compromises the integrity of data acquisition for billing and settlement purposes, and
 - d) (d) the Customer shall bear any cost incurred by EnWin to correct problems caused by the Customer's (or agent's) direct access to the meter, recorder and/or ancillary devices.
14. All Metering Information, telephone numbers and passwords, MV 90 master file data, and any other information provided to the Customer pursuant to this Agreement (the "Confidential Information") shall be kept confidential. The Customer agrees not to disclose or permit access to the Confidential Information to any third party, except to those of its employees, agents or subcontractors who have a need-to-know such information. Customer shall maintain the confidentiality of Confidential Information accessed pursuant to this Agreement by exercising security measures no less stringent than it normally exercises with respect to its own confidential information. Customer further agrees to take appropriate action by way of instruction or Agreement with its employees, consultants or agents who are permitted access to the Confidential Information, to ensure that such employees, consultants and other agents understand their obligations hereunder.

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15. Despite any other provisions of this Agreement, access to Metering Information shall be subject to the consent of EnWin.
16. The Customer acknowledges that telephone numbers, passwords, and MV 90 master file data required to access the Meters and Metering Information must be obtained from EnWin, and remains the property of EnWin. The Customer agrees to inform EnWin of any significant change in their interrogation cycle or schedule. The Customer also acknowledges that, in the interests of security, it may be necessary to share and compare their own communication and edits logs with EnWin. The Customer also acknowledges and understands that, from time to time, it may be necessary for EnWin to change access passwords on any or all devices.
17. The customer agrees that, in the case of an anomalous condition, EnWin may request MV-90 Communication Logs and Debug Files from the Customer or agent thereof, to compare with their own. It is understood that this request shall be in writing, for a specific time period and for an individual metering device. The Customer also has the right to receive copies of the corresponding MV-90 Communication Logs & Debug Files from EnWin when such a request is made. The customer and EnWin will maintain the TIM Message Level at five (5) or greater on their MV-90 systems when interrogating EnWin devices.
18. Any notice required to be given under this Agreement shall be given in writing, by facsimile, registered mail or hand delivered, in the case of notice to the Customer, to

<company executive name and title>
<company name>
<company mailing address and street address if different>
<company fax number>

and in the case of notice to EnWin, to

_____, Metering Supervisor
EnWin Utilities Ltd.
787 Ouellette Ave., P.O. Box 1620 Stn. "A"
Windsor ON N9A 5T7
(519) 251-7300 ext 238 Fax: (519) 251-7320

Such notice shall conclusively deem to be given:

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

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

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19. Except as otherwise stipulated in this Agreement, the Customer shall not have the right to grant to third parties the right to access the Metering Equipment or the Metering Data.
20. Except as otherwise stipulated in this Agreement, the Customer shall neither appoint or retain an agent to perform all or any part of the Customer's rights and/or obligations under this Agreement, nor sub-contract or sub-delegate all or any part of its rights and/or obligations under this Agreement.
21. This Agreement constitutes the entire Agreement between the parties with respect to the matter herein and supersedes all prior oral or written representations and Agreements made.

AGENT

22. Subject to the terms, conditions, covenants and provisions of this Agreement, a maximum of one Approved Agent may act as agent for the Customer in respect of the rights and obligations of the Customer under this Agreement.
23. EnWin may not unreasonably withhold its consent to the Customer's appointment of any agent selected by the Customer to exercise the Customer's rights and obligations under this Agreement.
24. The Customer shall be fully liable and responsible for all of the acts and omissions of the Approved Agent as though such acts and omissions were those of the Customer itself.
25. EnWin shall be permitted to treat the Approved Agent as the sole and exclusive agent for the Customer until such time as EnWin receives notice in writing from the Customer that the appointment of the Approved Agent has been terminated.
26. If the appointment of the Approved Agent has been terminated, the Customer shall, within 24 hours of such termination, provide to EnWin written notice of such termination ("Notice of Termination of Agent"). The Notice of Termination of Agent shall be deemed to be conclusive evidence of the termination of the appointment of the Approved Agent, and EnWin shall be entitled to rely on the Notice of Termination of Agent with complete impunity. As of the date of EnWin's receipt of the Notice of Termination of Agent, the Approved Agent shall no longer be deemed to be an Approved Agent under this Agreement.
27. EnWin may, for any reason, at any time, and despite its prior written consent to the appointment of the Approved Agent, retract its consent to the appointment of the Approved Agent or retract either temporarily or permanently all or some of the Approved Agent's rights as agent under this Agreement, including, without limitation, the Approved Agent's right to access, on behalf of the Customer, the Metering Data.
28. Any Agreement by and between the Customer and the Approved Agent governing the subject matter of this Agreement shall incorporate by reference this Agreement and shall place an obligation on the Approved

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Agent to abide by the terms, conditions, covenants and provisions of this Agreement.

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

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

<company executive name>
<title>
<company legal name>

Director of Engineering
EnWin Utilities Ltd.

Date

Date

Approved Agent

EnWin, by its duly authorized signatory, hereby consents to the Customer's appointment of:

[agent]

[address]

[phone & fax]

as agent for the Customer in respect of the Customer's rights and obligations under this Agreement.

[EnWin's signature] **Date:** _____

Director of Engineering

[agent]
as agent for the Customer in respect of the Customer's rights and obligations under this Agreement, hereby agrees, by its duly authorized signatory, to be bound by the terms, conditions, covenants and provisions of this Agreement.

Date: _____

[agent's signature]

Title: President, _____

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**SCHEDULE “B”
KEY CONTACTS**

Subject	EnWin	Customer
Changes to Metering Equipment affecting Metering Data; and Inability to contact Metering Equipment	Metering Supervisor <hr/> (519) 251-7300 ext xxx Fax: (519) 251-7320	
Application for access or change to access re: Metering Data	Metering Supervisor <hr/> (519) 251-7300 ext xxx Fax: (519) 251-7320	
Billing enquiries		
Provide details of metering configuration, site details, accuracy verification	Metering Supervisor <hr/> (519) 251-7300 ext xxx Fax: (519) 251-7320	
Termination of Agreement and any other matters requiring notice under the Agreement, provided the subject matter of such notice is not otherwise addressed in this Schedule “B”	Director of Engineering <hr/> 519) 251-7300 ext xxx	