

Third-Party Data Services Agreement Terms & Conditions

NOTE: If you are a PUC Distribution Inc. customer trying to share data with a third party, your use of this service is covered by the [Account Holder Authorization and Agreement](#).

This Data Services Agreement (this "Agreement") is entered into by and between PUC Distribution Inc. ("PUC Distribution Inc.") and the entity identified as the company seeking to obtain data services from PUC Distribution Inc. ("Company"). This Agreement is effective as of the day you check a box indicating your agreement with the terms of this Agreement (the "Effective Date").

If you don't agree to this Agreement, do not use register or use this service.

1. UtilityAPI Data Services Agreement

PUC Distribution Inc. uses the [UtilityAPI, Inc.](#) platform and services for third party functionality. When you register to use this Service, an account will be created on UtilityAPI's system that you will use to manage your settings and access Utility Data that Utility Account Holders have consented to share with you. By agreeing to this Agreement, you also agree to their [UtilityAPI Data Services Agreement](#).

2. Connect My Data

Terms and Conditions of Access and Use

CONTEXT

- A. PUC Distribution Inc. is an Ontario local distribution company having its head office at 500 Second Line East, PO Box 9000, Sault Ste. Marie, Ontario, P6A 6P2 (the "**LDC**").
- B. As a third-party ("**Applicant**" or "**you**") as defined by the name and address entered.
- C. Connect My Data (as defined herein) provides the LDC with the ability to enable Customers (as defined herein) to authorize the disclosure of Customer Data (as defined herein) to third-party service providers, such as the Applicant, for the purpose of review, analysis, and management of energy usage.
- D. The Applicant wishes to access Connect My Data.

ACCEPTANCE AND AGREEMENT

In consideration of being granted access to Connect My Data, the Applicant hereby accepts and agrees to be bound by the following terms and conditions (the "**Terms**"), and further acknowledges that the LDC is relying upon the Applicant's representations, warranties, covenants, agreements, and acknowledgments contained herein:

1. **Definitions.** Unless otherwise defined herein, the following terms ("Terms") shall have these defined meanings for purposes of these Terms:
 - "**Applicable Laws**" means all federal, provincial, municipal, local, and other laws, standards, codes, regulations, ordinances, or guidelines.
 - "**Applicant**" or "**you**" has the meaning set forth in the recitals.
 - "**Authorization End Date**" means, as selected by Customer, the date when on-going (future) data access is discontinued.
 - "**Cause**" has the meaning ascribed thereto in Section 6 below.
 - "**Claim**" has the meaning ascribed thereto in Section 3 below.
 - "**Connect My Data**" means the LDC's Connect My Data platform.
 - "**Connect My Data Platform Terms**" has the meaning ascribed thereto in Section 1 above.
 - "**Customer**" means a customer that receives electric services from LDC.
 - "**Customer Data**" means energy data, as defined in O. Reg 633/21, which shall have the same accuracy and quality as the best available data that would otherwise be provided to a Customer directly;
 - "**Days**" means calendar days, unless otherwise expressly stipulated.
 - "**LDC**" has the meaning set forth in the recitals.
 - "**Representatives**" means your organization's directors, officers, employees, management, agents, consultants, contractors, subcontractors, advisors, or other representatives who have a direct need to access Customer Data in the course of your business activities.
 - "**Service**" means the Applicant's hosted service, mobile app, or software application.
 - "**Systems**" has the meaning of computers hosting data and/or any technologies, infrastructure for the purpose of business activities.
 - "**Terms**" has the meaning set forth in the preamble above.

2. **Applicant Obligations.** In consideration of being granted and continuing to receive access to Connect My Data, you covenant, agree, represent, and warrant as follows:

General

- a. The Applicant has full right, power, and authority to enter and perform these Terms and its performance under these Terms will not conflict with any other obligation the Applicant may have to any other party.
- b. The Applicant shall complete the third-party registration.
- c. All information delivered by Applicant to LDC or Customer, including without limitation in relation to its registration, is and will remain complete, accurate, and valid information, and will be neither misleading nor contain any material omissions.
- d. Applicant shall not hold itself out as a representative, affiliate, related party, or agent of the LDC and shall not purport to offer any representations, warranties, covenants, guarantees or other agreements on behalf of the LDC.
- e. No action has commenced, or been commenced in the past, against the Applicant relating to the Applicant's information privacy or data security practices, including with respect to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of personal maintained by or on behalf of the Applicant, or threatened any such action, or made any complaint, investigation or inquiry relating to such practices.
- f. Nothing herein shall be construed to grant Applicant any other right of access to any of LDC's data, systems, networks, databases, computers, telecommunications, or other information systems owned, controlled, or operated by the LDC or on its behalf.
- g. Without limiting any other rights of LDC, LDC may suspend Applicant's access to Connect My Data at any time without notice where LDC suspects Applicant may be in breach of any obligation hereunder. In the event of such suspension and as a condition of receiving further access, Applicant shall fully cooperate with any investigation carried out by LDC in relation to such suspected breach, including the delivery or provision of access to any such systems, data, or premises as LDC in its sole discretion determines necessary for the purposes of its investigation.

Customer Data

- h. Applicant shall comply with all Applicable Laws in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
 - i. Applicant shall comply with the LDC policies and protocols described in Appendix "A", as may be amended from time to time, in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
 - j. Applicant shall use and disclose Customer Data only for the limited purpose(s) expressly identified to, and as consented to by, the Customer.
 - k. The Applicant has established, implemented, and maintains appropriate privacy, security and other measures, controls, and technologies to comply with the obligations described herein and to protect Customer Data against unauthorized or unlawful processing and against accidental use, loss, destruction, damage, alteration, or disclosure, which measures shall be regularly updated in accordance with industry standard practices.
 - l. Applicant will immediately notify LDC upon discovery of any actual or suspected breach, unauthorized or unlawful, or compromise of the privacy, security, confidentiality, or integrity of Connect My Data. Such notice will include:
 - i. a summary of the issue, facts, and status of the Applicant's investigation of the incident.
 - ii. the potential number and identification of Customers affected by the incident; and
 - iii. any other information pertinent to LDC's understanding of the incident.
 - m. The Applicant shall conspicuously post on its website its privacy and cyber-security policy and controls in a manner accessible to Customers. It shall upon request from LDC or Customer provide copies of Applicant's terms of use / terms of service and privacy and cyber-security policy.
3. **Indemnification.** Applicant will defend, indemnify, and hold LDC, its affiliates and their respective officers, directors, employees, sublicenses, consultants, Customers, Representatives, and agents harmless from and against all claims, losses, liabilities, damages, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines,

expenses and costs (including attorneys' fees and court costs) ("**Claim**") arising out of or related to:

- a. any actual or alleged breach of any representation, warranty, covenant, or other provision of any term contained herein by the Applicant or its Representatives.
- b. any actual or alleged infringement of any intellectual property rights by the Service, or Customer's use of the Service; or
- c. any unauthorized use, disclosure, dissemination, or destruction of Customer Data.

LDC shall give prompt written notice of a Claim and LDC will have the right (but no obligation) to participate in the defense of such Claim. In no event will the Applicant settle any Claim without LDC's prior written consent.

4. **Warranty Disclaimer.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE CONNECT MY DATA PLATFORM IS AT YOUR SOLE RISK AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONNECT MY DATA PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION IN RESPECT OF ACCURACY OF CUSTOMER DATA, AND LDC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE CONNECT MY DATA PLATFORM, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. LDC FURTHER DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY WARRANTIES AGAINST INTERFERENCE WITH YOUR QUIET ENJOYMENT OF THE CONNECT MY DATA PLATFORM, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE CONNECT MY DATA PLATFORM WILL MEET YOUR REQUIREMENTS, AND THAT THE OPERATION OF THE CONNECT MY DATA PLATFORM WILL BE UNINTERRUPTED, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LDC, ITS REPRESENTATIVES, OR LICENSORS SHALL CREATE ANY SORT OF WARRANTY.
5. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL LDC BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF

PROFITS, LOSS AND/OR BREACH OF DATA, LOSS OF USE, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CONNECT MY DATA PLATFORM OR ANY SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE) AND EVEN IF LDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

6. **Termination of Access.**

- a. These Terms are effective on the date upon which you accept them, remains in force, and applies for the duration of your use of Connect My Data or until termination of your right to do so.
- b. LDC may without notice terminate your right of access to Connect My Data immediately upon the occurrence of any one of the following events (each a "**Cause**"):
 - i. you fail to comply with, or you breach, any provision contained in these Terms.
 - ii. you use Connect My Data or Customer Data to engage in activities not expressly authorized by these Terms or to engage in activities prohibited by law.
 - iii. you fail to successfully complete the third-party registration process.
 - iv. your access to Connect My Data represents, in the sole opinion of the LDC, an imminent threat of damage to physical security, cyber-security or safe and reliable operation of the LDC.
 - v. the LDC determines in its sole discretion that your continued use of Connect My Data and Customer Data could result in harm (including without limitation cyber-security fraud, identity theft or reputational harm) to the LDC or Customer.
- c. LDC, in its sole discretion, may terminate these Terms, without cause, by providing you with not less than ten (10) days' notice.

7. **Customer Data Retention & Destruction**

- a. The Applicant shall destroy or delete Customer Data following:
 - i. written instructions to delete Customer Data from the LDC following termination of the Applicant's right of access to Connect My Data.
 - ii. with respect to any individual Customer, the Customer's instructions, or request to the Applicant to delete Customer Data.
- b. Applicant shall destroy or delete data in accordance with these Terms and Applicable Law.
- c. Notwithstanding the foregoing, and only where required by Applicable Law, the Applicant may retain one archival copy of Customer Data for the

minimum period required by Applicable Law, following which such Customer Data shall be destroyed or deleted in accordance with these Terms.

8. **General.**

- a. Any provision in these Terms which, by its nature, would reasonably be expected to survive termination, shall survive termination of these Terms and the Applicant's right of access to Connect My Data.
- b. You acknowledge that nothing in these Terms shall be construed as creating a partnership, joint venture, or agency relationship between you and LDC. You shall not advertise, promote, or suggest in any manner that the Services you provide to Customers in connection with Connect My Data are provided by, sponsored by, or associated in any way with LDC, or that you are employed by, affiliated with, or sponsored by LDC, except to state that you have successfully completed all requirements for your use of Connect My Data. During the term of these Terms, you shall insert the following language in each contract pursuant to which you will provide the Service to Customers: "LDC is not a party to these Terms and shall have no liability whatsoever with respect to any of the services that are the subject of this contract. The services provided under this contract are not provided, licensed, warrantied, or sponsored by LDC."
- c. The laws of the Province of Ontario and the federal laws of Canada applicable therein govern the Terms and your use of Connect My Data. Any litigation related to the Terms, or your use of Connect My Data must be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the Province of Ontario or the federal courts of Canada. LDC reserves the right to seek all remedies available at law or in equity for your violation of the Connect My Data Platform Terms.
- d. You may not assign your rights or obligations under the Terms. Any unauthorized assignment will be void.
- e. A waiver of any breach or default under the Terms shall not constitute a waiver of any subsequent breach or default.
- f. If a court of competent jurisdiction holds that any provision of these Connect My Data Platform Terms are invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Connect My Data Platform Terms.

- g. These Connect My Data Platform Terms constitute the entire agreement between LDC and you regarding your use of Connect My Data and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon LDC unless made in writing and signed by an authorized representative of LDC.
- h. Any term or condition on any other document submitted by you shall be of no force or effect whatsoever and is specifically rejected.
- i. LDC reserves the right to modify the Terms at any time and without notice. You acknowledge and agree that LDC has the right, in its sole discretion, to modify the Terms from time to time, and that modified terms become effective on posting or delivery of notice. Notices of changes to the Terms may be given by LDC via email or posting the changes on the LDC web site and will be deemed given when emailed and/or posted, whichever occurs first. As a condition of your continued right to access Connect My Data, you are responsible for reviewing and accepting such modifications.

APPENDIX "A"

LDC Policies

This Appendix "A," and any policy set forth herein, may be updated, amended, or modified from time to time by the LDC at its sole discretion.

- Privacy Policy Regarding Privacy of Energy Data (required by Ontario Regulation 633/21 s. 3(4))
- PUC Distribution Inc. Privacy Policy - [CLICK HERE](#)
- Data & System Security Standards, must include but not limited to the following:
 - Keep the Customer Data strictly confidential in accordance with all applicable legislation.
 - All Customer Data must be secured and encrypted with the latest encryption standards in transit and at rest.
 - The Applicant shall provide best practices to ensure compliance with all Applicable Laws including but not limited to data protection Applicable Laws.
 - Access to Customer's assets, including Customer Data, must be in accordance with the Applicable Laws for trade and business secrecy and data privacy and protection.

It is the obligation of all parties to this agreement and their partners to report on any breach of the Platform and up / down stream platforms as required by Applicable Laws. It is imperative any security breach that effects the integrity of data, or the security and privacy of Applicant or third-party organizations result in effective incident reporting to all parties. Incidents include any occurrence that results in unauthorized access to Systems.

3. Contacting Us

If you have any questions about this Agreement please contact us at support@ssmpuc.utilityapi.net or (510) 907-0009 or PUC Distribution Inc. c/o UtilityAPI, Attn: PUC Distribution Inc. Authorization Agreement, 1212 Broadway, 16th Floor, Oakland, CA 94612.