

Electric Vehicle Smart Charging Demonstration Project - Terms and Conditions

You have applied (the “**Application**”) to participate in the **Electric Vehicle Smart Charging Demonstration Project** (the “**Project**”) offered by the British Columbia Hydro and Power Authority (“**BC Hydro**”). You acknowledge that in order to be eligible to participate in the Project your Residence (as defined below) must meet the following criteria:

- Your residence must be single family home in the Metro Vancouver
- You must have an Internet connection accessible by both Wi-fi and Ethernet that can be accessed by the smart charging system.
- You must have an existing Level 2 electric vehicle supply equipment (the “**EVSE**”), installed on a 240V service
- You must have an eligible plug-in vehicle (the “**Vehicle**”)
- You must be able to participate for not less than 12 months consecutively

This Agreement is entered into between you and BC Hydro subject to BC Hydro’s approval of your Application and will govern your participation in the Project. If BC Hydro approves your Application:

- a) you will be entitled to receive free supply and installation of an AddEnergie Level 2 charging station (the “**Station**”) .
- b) you may, at BC Hydro’s sole discretion, have additional metering devices or data loggers installed at your Residence (any such devices, the “**Additional Metering Devices**”, equipment on the Vehicle, the Station, collectively the “**Equipment**”); and
- c) you will have certain obligations as outlined in this Agreement.

In consideration of items a) through c) above, you agree to the following terms and conditions:

1. The words “Participant” and “Residence” shall have the meaning given to them in the Application. References to “you” or “your” are references to the Participant as identified in the Application.
2. BC Hydro shall, in its sole discretion and in consideration of existing conditions and safety, determine which Equipment will be installed in your Residence.
3. You represent and warrant that:
 - a) You are an individual 19 years or older;
 - b) You are the BC Hydro residential account holder for the Residence and are either:
 - i. the owner of the Residence, or
 - ii. a legal tenant at the Residence and you provide written consent of the owner of the Residence to install the Equipment and for the owner of the Residence to acquire title to the Equipment;
 - c) The Residence is your regular residence that you occupy the majority of the year and the Residence is not a vacation property;
 - d) You will not be absent from the Residence for more than 30 consecutive days in a 12 month test period; and

- e) You are the registered owner of the Vehicle and vehicles which are leased are not eligible.
4. You agree to permit the Equipment to be installed at your Residence and in the Vehicle by BC Hydro and/or BC Hydro's contractors (the "**Installers**"). All Installers will be qualified to install the Equipment. If the Installer determines, at its sole discretion, that the Equipment cannot be installed for any reason, this Agreement will immediately terminate without payment or liability by either party.
 5. Subject to BC Hydro electing to take back the Equipment in Section 26 below, you agree that:
 - a) you or (if you are not the owner of the Residence) the owner of the Residence, as the case may be, shall own and have title to the Equipment once they are installed in your Residence and at all times after installation,
 - b) BC Hydro shall not own the Equipment installed in your Residence, and
 - c) the Equipment, once installed, shall remain installed at the Residence and Vehicle throughout the Project Term (as defined below).
 6. You agree that following the installation of the Station, the Installers will leave your EVSE in your possession, to retain or dispose of in your sole discretion, and that neither BC Hydro nor any other Installer will be responsible for reinstalling the EVSE at any time after the Project Term (as defined below) or the earlier termination of this Agreement.
 7. You agree that the Installers will be permitted to install Additional Metering Devices at your Residence to collect additional information during the Project Term if deemed necessary or desirable by BC Hydro. The Additional Metering Devices will remain the property of BC Hydro, will remain installed at the Residence and in the Vehicle throughout the Project Term (as defined below) and will be removed by the Installers at the end of the Project Term.
 8. You agree that BC Hydro and/or BC Hydro's representatives or contractors will remotely control each piece of Equipment installed in your Residence and Vehicle for not more than six consecutive hours, twice per day (each such occurrence, a "Control Event"), specifically during the hours of 6:00am to 12:00am and 4:00pm to 10:00pm, which may result in a change to the times and/or rates at which your Vehicle charges..
 9. You agree to allow BC Hydro to collect data from September 1, 2017 to October 31, 2018, inclusive and to access up to two years prior smart meter energy data for analysis purposes.
 10. You acknowledge and agree that the Equipment uses various wireless communication technologies to collect and exchange data between themselves and central data servers and applications.
 11. You agree to maintain the Equipment in good working order throughout the Project Term. You agree to immediately report to BC Hydro if the Equipment becomes inoperable or displays functional problems at any point during the Project Term.
 12. You agree that you will not alter, adjust, relocate, disconnect, or otherwise disturb the Equipment during the Project Term. You further acknowledge and agree that no person or entity except the Installers, BC Hydro or BC Hydro representatives shall have the right to control or dispatch the Equipment and exercise load control during the Project Term and you further agree not to authorize anyone else to control the Equipment installed in your Residence and your Vehicle during the Project Term.

13. You agree not to move, remove, tamper with, replace, disable or damage the Equipment for the Project Term. Any failure to comply with these obligations will be at your sole risk for any damage that may result including damage to the Equipment or your Residence or injury to any person, for which you will be liable.
14. You represent that the EVSE at the Residence and the Vehicle are in good working order, and will continue to be maintained in good working order throughout the Project Term. If the Vehicle becomes inoperable during the Project Term for reasons unrelated to the Project, you shall repair it immediately at your own cost.
15. You agree to allow BC Hydro or a contractor or representative of BC Hydro to have reasonable access to your Residence and Vehicle in order to inspect, test, repair, replace and service the Equipment as BC Hydro deems necessary.
16. You may opt-out of a Control Event via the smart phone app supplied, provided, that if you opt out of more than 10 Control Events during the Project Term, this agreement may be terminated and the Equipment removed.
17. You agree to participate in all follow up surveys or audits conducted by BC Hydro or its representatives in connection with the Project. This section shall survive expiration or early termination of this Agreement.
18. You acknowledge and agree that:
 - a) you have independently assessed the risk of installing the Equipment in your Residence and Vehicle and you accept such risk; and
 - b) BC Hydro makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to the Equipment or any part thereof or the installation of the Equipment or otherwise; and
19. You acknowledge and agree that:
 - a) BC Hydro contractors are independent of BC Hydro and BC Hydro makes no representation, warranty, endorsement or recommendation of any kind with regard to its contractors involved in the Project;
 - b) BC Hydro does not guarantee any energy cost savings or other benefits arising from your participation in the Project; and
 - c) BC Hydro, its respective successors, representatives, assignors, affiliates, employees, agents, officers, directors, service providers, contractors (including any Installers) and their respective affiliates, respective officers, directors or employees and any of their heirs, successors or assigns (collectively, the "**Project Operators**") are not and will not be liable for any loss, damage or injury (including death) to persons or property, including without limitation any direct, indirect, special or consequential damages (including but not limited to loss of profit, loss of revenues or other economic loss), and any costs or losses, expenses, fees, liabilities, causes of action, suits, proceedings, debts, penalties and demands connected with or in any way arising from the installation or use of the Equipment, the interruption of power to the Equipment, the Project or any matter related to this Agreement, including, without limitation, any acts or omissions of any Project Operator and

you hereby release the Project Operators of, from and against any and all of the foregoing. You agree to indemnify the Project Operators if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with this Agreement or the Equipment. For the avoidance of doubt, the Project Operators shall not be liable or responsible for any repainting or drywall repairs related to the installation of the Equipment. In the event a court finds this provision invalid, BC Hydro's maximum liability in connection with this Agreement and the Equipment is limited to \$1000.

20. You consent to the collection, use, disclosure and other handling of any information provided by you to the Project Operators, including but not limited to personal information such as your name, address, telephone number, email address and records showing current and historical energy use and consumption, and charging data and other data generated by the Equipment (collectively the foregoing is referred to as "**Participant Information**") by the Project Operators for the purposes of administering and assessing the Project, and any other disclosure or reporting that may be required by law. You further acknowledge that any personal information, including the Participant Information, provided to BC Hydro is collected, used, and disclosed in accordance with British Columbia's *Freedom of Information and Protection of Privacy Act*, as amended from time to time. You acknowledge and agree that that certain BC Hydro contractors involved in the Project may be based or otherwise have operations outside of Canada, and that your Participant Information collected in connection with the Project may therefore be stored and accessed from outside of Canada.
21. BC Hydro shall not be in default, and shall not be deemed to be in default, of this Agreement by reason of delay or the failure or inability to perform its obligations hereunder.
22. Subject to earlier termination rights herein, this Agreement shall be in effect from the date of the email from BC Hydro approving your Application until June 30, 2019 (the "**Project Term**").
23. If you breach any of your obligations in this Agreement, BC Hydro may terminate this Agreement. BC Hydro may terminate this Agreement at any time and in its sole and absolute discretion by sending you written notice.
24. You shall provide BC Hydro with at least 30 days written notice if you are moving from your Residence or selling your Vehicle during the Project Term and this Agreement shall be terminated upon receipt of such notice.
25. You will not assign this Agreement.
26. You may terminate this Agreement by providing at least 10 days written notice to BC Hydro. In the event you terminate this Agreement, BC Hydro will cease to adjust the operation of the Equipment in your home as of the termination date and may, at its sole discretion, elect to have title to the Equipment revert back to BC Hydro. In such case, BC Hydro may remove the Equipment (including the Additional Metering Devices) from your Residence from and after the termination date.
27. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
28. This Agreement may be amended by BC Hydro upon thirty 30 days written notice.

29. BC Hydro reserves the right, in its sole discretion, to reject, accept or revise any application made to it under the Project and to elect not to be bound by this Agreement.
30. BC Hydro may terminate the Project at any time and without notice subject to the provisions of the *Clean Energy Act* [SBC 2010], c. 22 and any regulations promulgated thereunder.
31. Terms 5,17,18,19,27,and 31, and any terms and conditions required for their interpretation, shall survive expiration or earlier termination of this Agreement.