

EV EVERYWHERE PROGRAM PARTICIPANT TERMS & CONDITIONS

The EV Everywhere Program (the “**Program**”) is delivered by Hydro Ottawa Limited (“**Hydro Ottawa**”) in collaboration with the Independent Electricity System Operators (the “**IESO**”) and BluWave-ai Inc. (the IESO, BluWave-ai Inc. and Hydro Ottawa are collectively referred to as the “**Program Operators**”).

By submitting an Application to participate in the Program, you agree to comply with and be bound by these Participant Terms & Conditions (the “**Terms**”), even if your Application is not accepted by Hydro Ottawa. If your application is accepted by Hydro Ottawa, you will receive a written notice of such acceptance and be deemed a “**Participant**”, and you may be eligible to receive the Incentive. In the event your Application is not accepted, you will be notified and your EV will not be remotely activated in connection with the Program. Failure to comply with the Terms may result in your unenrollment from the Program and forfeiture of any Incentive. The decisions of Hydro Ottawa regarding your eligibility to participate in the Program are final and binding in all respects. Hydro Ottawa reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating the Terms or the terms of your customer agreement with the EV Vendor. **Any false information that you provide within the context of the Program is a violation of the Terms and may result in your immediate unenrollment from the Program and forfeiture of any Incentive.**

1. DEFINITIONS

- (a) **Application:** means a parties’ request to participate in the Program, including any other information or documents that the Program Operators may request from time to time, which request to be a Participant and thereby request an Incentive from the Program.
- (b) **Eligible EV:** means an EV, which is on the Eligible EV List and can be monitored, and whose charging can be managed by the Program Operator’s or EV Vendor’s network operations center during the Program.
- (c) **Eligible EV List:** means the list of EVs, as updated from time to time by the Program Operators and published on the Program website.
- (d) **EV:** means a vehicle that can be driven without producing polluting exhaust, and includes fully battery electric and plug-in hybrid electric.
- (e) **EV Vendor:** means the manufacturer(s) of your existing Eligible EV.
- (f) **Incentive(s):** means the financial amount(s) which a Participant may be eligible to receive, as further defined in Section 4, for agreeing to enable temporary management of the electricity consumed by their EV through remote activations of the Participant’s EV during a management event.
- (g) **Participant:** means an applicant who has been accepted into the Program by the Program Operators.
- (h) **Program:** means the EV Everywhere Program run by the Program Operators during the Program Period.
- (i) **Program Eligibility Criteria:** means the eligibility criteria for participation in the Program (including in relation to Participants, facilities, measures and costs) as set out in the Terms and any other terms and conditions governing the Program published on or accessible through the Program’s website, as may be amended by the Program Operators from time to time.
- (j) **Program Period:** means the period of time commencing on the date that a Participants’ Application is accepted by the Program Operators and expiring on March 31, 2025, or another date as may be decided by Hydro Ottawa.
- (k) **Representatives:** means, in relation to a Program Operator, as being each of their respective shareholders, affiliates, directors, officers and employees, agents, or contractors.
- (l) **Site:** means the location of the Participant’s primary residence as listed on the Application.
- (m) **Terms:** means these Participant Terms and Conditions.

2. PARTICIPANT ELIGIBILITY CRITERIA

To be eligible for the Incentives you must meet the following Program Eligibility Criteria:

- (a) Be an individual 18 years or older;
- (b) Be a Hydro Ottawa residential consumer at the Site with an active account in good standing;
- (c) Have a smart-phone capable of downloading the Bluwave-ai mobile application;
- (d) Have reliable high speed internet connection at the Site;
- (e) Be the registered owner of the Site, a tenant of the Site (with the property owner’s express written consent), or have obtained the requisite authority of the land owner to access the Site, and comply with the terms and conditions herein;
- (f) Own or Lease an Eligible EV that:
 - (i) Is primarily located and operated in Hydro Ottawa’s Service Territory in Ottawa, Ontario, Canada;
 - (ii) Can be charged at the Site, where it must be connected to the participant’s Hydro Ottawa account (shared or public charging is not an eligible scenario for this pilot);
 - (iii) Has the ability to communicate to other stations and/or to a server or the cloud through cellular/wireless signal or connected vehicle communications using software to report on usage and/or other capabilities such as providing real-time status of EV charging; and
 - (iv) Is and continues to be in compliance with all applicable laws, regulations, local codes (for example, building and electrical) and bylaws (for example, zoning and parking);
- (g) Not be enrolled in and have not committed to participating in any other EV-related program that would impede this Program; and
- (h) Agree to and comply with the Terms.

3. PARTICIPANT OBLIGATIONS

- (a) During the application process and during the term of your participation in the Program, you represent and warrant to Hydro Ottawa that:
- (i) You have the necessary power, authority and capacity and good and sufficient right to enter into the Program and this agreement, and that your execution and performance of the Terms will not conflict with, or constitute a breach under, any agreement to which you are a party or any judgment, order, statute or regulation which applies to you;
 - (ii) This agreement and the Program constitute a valid and binding obligation, enforceable against the you;
 - (iii) You shall comply with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities (including the Electrical Safety Authority and Hydro Ottawa's Conditions of Service), and EV manufacturer's specifications;
 - (iv) Your EV will continue to meet all of the eligibility requirements of the Program, as determined by the Program Operators from time to time (including those contained herein);
 - (v) You are the owner or tenant of the Site where the EV is primarily located, or you have obtained all required right and authority and consent(s) to install and operate and charge the EV at such property; and
 - (vi) The information that you provide to Hydro Ottawa is true, accurate and complete, and you agree to promptly notify Hydro Ottawa of any changes to your information.
- (b) You acknowledge and agree that:
- (i) The Program Operators make no representations regarding manufacturers, dealers, contractors, material or workmanship and make no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use or application of any product (including the EV and BluWave-ai's platform);
 - (ii) You have independently assessed the risk of participating in the Program, and accepts such risk and any associated liability thereto;
 - (iii) Hydro Ottawa or the Program Operators may subcontract any responsibility under the Program to one or more Representative; and
 - (iv) The Terms and the Program are subject to change at any time at the sole and absolute discretion of and without liability to the Program Operators.
 - (v) The Program Operators are not responsible for any changes in your utility costs during the Program.
- (c) You covenant and agree to immediately notify Hydro Ottawa in writing in the event that you have: (i) you plan to or are no longer the owner of or have the ability to operate at the Site; or (ii) no longer are in possession of the EV.
- (d) You agree to promptly provide all information, documentation, records, etc. that the Program Operators may require from time to time.

4. INCENTIVE(S)

- (a) To be eligible to receive any Incentive(s), you must: (i) be accepted in the Program as a Participant; (ii) your participation must not be withdrawn or terminated; (iii) you must meet and continue to meet the Program Eligibility Criteria; (iv) comply with the Terms; and (v) successfully participate in at least one (1) management event per month.
- (b) Incentive(s) will initially consist of an amount up to \$15.00 (CAD) per month, or another amount modified by the Program Operators, and will be fulfilled by providing you with one or more on-bill credits applied to your Hydro Ottawa residential account. Such credits typically take approximately sixty (60) to ninety (90) days from the date of your acceptance into the Program or from your participation in a management event.

5. TERMINATION

- (a) The Program will run for the Program Period and you may be automatically re-enrolled in subsequent Program Periods at Hydro Ottawa's discretion, subject to the then-current Terms for the Program.
- (b) Once you are accepted as a Participant in the Program, you may unenroll from the Program at any time by request by contacting the Program Operators at EVEverywhere@hydroottawa.com and by deleting the mobile app from your smartphone. By unenrolling from the Program, you may render yourself ineligible to receive the Incentives.
- (c) Hydro Ottawa, in its sole and absolute discretion, may terminate your participation in the Program and eligibility to receive any Incentives at any time and without liability, if:
- (i) You violate the Terms or applicable law;
 - (ii) Hydro Ottawa declares you as ineligible for the Program;
 - (iii) Your account with the Program Operators or the EV Vendor is no longer in good standing;
 - (iv) You do not maintain a continuous connection between your enrolled Eligible EV, the EV Vendor's platform, and BluWave-ai's platform.

6. DISCLAIMER OF LIABILITY

- (a) The Program Operators do not endorse any specific product, retailer, or contractor, and are not liable for your selection of materials or products, or the workmanship, operation, performance or warranty associated with the EV or associated work performed, whether by a contractor, or otherwise, in relation to the Program. The Program Operators make no representation,

warranty, or condition, whether express or implied, in respect of any product, materials, services or measures associated with the EV in relation to the Program. The Program Operators are not responsible whatsoever for the acts, omissions, recommendations or advice of any of their Representatives.

- (b) You acknowledge and agree that: (i) your participation in the Program is based upon your own assessment of the Program and the implications of adjustments being made to your EV; and (ii) The Program Operators and their Representatives each make no representation or warranty, and assume no liability with respect to (and disclaim any liability in respect of): any act or omission of your EV Vendor; any collection, use, disclosure or other processing of your information by your EV Vendor; energy cost savings and other benefits (or a failure to achieve any such savings or benefits) in connection with the Program; and/or any injury or damage that may result from participation in the Program.
- (c) You agree that the Program Operators and their Representatives have no liability whatsoever concerning (i) the quality, safety and/or use of the EV, including their fitness for any purpose; (ii) the workmanship of any third party, (iii) the installation or use of an EV charger, and (iv) any other matter with respect to the Program. You hereby waive any and all claims against the Program Operators and their respective parent companies, affiliates, shareholders, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of the Program Operators in connection with this agreement, the Program, or for the Incentives.
- (d) You hereby agree to indemnify and save harmless the Program Operators and their Representatives from any and all liability and all claims, losses, damages (including indirect and consequential damages), expenses, all economic loss, and proceedings for personal injury (including death) or property damage of any person relating to, or in connection with, resulting from, or arising out of the Program, including by reason of the actual or alleged implementation of any part of the Program, the receipt of the Incentives, the use of the EV or EV charger or installation or any other matter contemplated by the Program.
- (e) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PROGRAM OPERATORS SHALL NOT BE LIABLE HEREUNDER FOR ANY TYPE OF DAMAGES WHETHER DIRECT OR INDIRECT INCIDENTAL, CONSEQUENTIAL EXEMPLARY, RELIANCE, PUNITIVE OR SPECIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE OF ANY KIND.

7. INFORMATION, UPDATES, VERIFICATION, AUDITS

- (a) Upon request by the Program Operators, you agree to provide any records for the purpose of verifying compliance with the Terms and the Program. you also agree to participate in any surveys; studies, audits, or other evaluations or verifications conducted by the Program Operators or their Representative(s) in connection with the Program.
- (b) You will notify the Program Operators immediately if any information provided to the Program Operators changes, and the Program Operators may, in their sole discretion, recalculate the Incentives, terminate this agreement or demand repayment of any Incentive(s) already disbursed to you.
- (c) The Program Operators may, at their discretion, verify information provided by you by directly contacting you or any party associated with the EV, or by any other reasonable means. You agree to respond to any such request for information within thirty (30) days of receipt of notice, failing which this agreement may be terminated and/or Incentives forfeited, at the sole discretion of the Program Operators.
- (d) You must retain copies of all documentation submitted to the Program Operators or required to confirm or support eligibility for at least three (3) years following the Program Period.

8. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PRIVACY

- (a) Any and all any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs (collectively, "**Intellectual Property**") that arises in the course of the Program shall vest in Hydro Ottawa, or be licensed to Hydro Ottawa in the event that an Initial Recipient's subcontractor retains title to such Intellectual Property.
- (b) You agree to keep all aspects of this agreement and your Application strictly confidential. The obligations of confidentiality herein shall survive the termination or expiry of the Program Period.
- (c) By submitting an Application, whether or not accepted, you agree and consent to the Program Operators collecting, using, disclosing and other handling of any information about you, including personal information such as names, addresses, telephone numbers, email addresses and records showing energy use and consumption (the "**Participant Information**") for purposes of:
 - (i) operating and administering the Program;
 - (ii) confirming your eligibility to participate in the Program;
 - (iii) communicating with you by email, phone, text, or other medium;
 - (iv) evaluating the impact of the Program;
 - (v) developing and implementing other energy efficiency and conservation and demand management programs; and
 - (vi) any reporting activities relating to the Program, which shall include, without limitation: sharing of Participant Information among the Program Operators and their Representatives; use by the Program Operators and their Representatives of the Program Participant Information provided to conduct, analyze and report on the results of the Program and to conduct surveys and modify the Program based on such surveys; and reporting, follow-up surveys, studies and audits.
- (d) You consent to the Program Operators or their Representatives(s) disclosing information about you and your participation in the Program (including Participant Information; you opt-in/out status; and control of your EV) to your EV Vendor so that they

can: (i) report to the Program Operators or their Representatives(s) on whether you have an Eligible EV that is enabled to provide charging management services; and (ii) signal to your EV to change its mode of operation, setpoint, or other settings, as applicable in response to a management event; and (iii) provide information to the Program Operators about the operation of your EV during a management event. You consent to the Program Operators or their Representatives(s) collecting from your EV Vendor information about your Eligible EV and your participation in the Program, including: your Application information; information regarding the operation of your Eligible EV during a management event, such as whether you opted-out during the event or the electricity consumed by your EV during the event, EV charge-time, estimated average baseline electricity consumed by your EV, and estimated electricity consumed by your EV during the event (the “**Program Data**”).

- (e) You authorize your EV Vendor(s) to: (i) collect your Program Data; (ii) disclose your Program Data to the Program Operators for the purposes described above; (iii) control your EV’s charging during a management event; and (iv) electronically communicate with you regarding the Program. You acknowledge and agree that any Program-related adjustments to your EV, and any related collection of data by the EV Vendor(s), are subject to the EV Vendor’s terms and conditions, including the EV Vendor’s privacy policy, that governs your purchase or use of the applicable Eligible EV. You acknowledge and agree that the Program Operators accept no responsibility for and disclaims any liability for any act or omission of the EV Vendor, including any collection, use, disclosure or other processing of any personal information.
- (f) Hydro Ottawa is committed to protecting the personal information in their custody or control in accordance with applicable privacy laws. You may access Hydro Ottawa’s privacy policy at <https://hydroottawa.com/about/policies/privacy>.
- (g) You acknowledge and agree that the Participant Information and any other confidential information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario).

9. GENERAL

- (a) Any notice required to be given shall be in writing and shall be delivered by hand or sent by electronic mail, prepaid registered mail or prepaid courier, directed to Hydro Ottawa, 2711 Hunt Club Road, P.O. Box 8700, Ottawa, ON, K1G 3S4; EVEverywhere@hydroottawa.com. It is your responsibility to keep your contact information up to date at all times during the term of your participation in the Program.
- (b) Except as otherwise provided, the Terms constitute the entire agreement between you and Hydro Ottawa in connection with its subject matter and supersedes all prior agreements, representations, warranties and understandings whether written or verbal. Nothing contained herein shall be deemed to constitute a principal and agency relationship or partnership or joint venture or to create any agency or fiduciary relationship between the parties.
- (c) This agreement may not be assigned by you to another person except with the prior written consent of Hydro Ottawa, which consent may be unreasonably withheld or delayed.
- (d) Hydro Ottawa shall not be in default, and shall not be deemed to be in default, of this agreement by reason of delay or failure or inability to perform its obligations hereunder where the said delay, failure or inability is due to any cause which is unavoidable or beyond the reasonable control of Hydro Ottawa, including without limitation any acts of God, pandemics, or other causes which frustrate the performance of its obligations in this agreement.
- (e) The Program Operators may at any time, without notice, cause and liability, revise the Terms and/or the Program, including revising the amounts of the Incentives and eligibility requirements. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms.
- (f) Decisions of the Program Operators are final and binding and not subject to appeal. The Program Operators may provide reasons for their decisions but are under no obligation to do so.
- (g) The Program Operators are not responsible for the policies, actions, or inactions of others that might prevent you from enrolling in, participating in, or claiming the Incentives under the Program. The Program Operators reserve the right, at their sole and absolute discretion and without incurring any liability, to reject Applications that are incomplete, inaccurate, missing supporting documents or otherwise do not meet applicable program requirements or the Program. The Program Operators are not responsible for lost, delayed, damaged, illegible or incomplete Applications. The Program Operators may reject an Application if you fail to provide a fully completed Application within ten (10) days after receiving a request to do so by the Program Operators.
- (h) The Program, including the Terms, are governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to applicable principles of conflicts of law. Any failure to enforce any provision of the Terms shall not constitute a waiver of that provision. If any provision of the Terms is held to be invalid or unenforceable, all remaining provisions of the Terms will remain in full force and effect.
- (i) The Terms as an agreement will enure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns.
- (j) All provisions of the Terms which expressly or by their nature survive the termination of this agreement shall continue in full force and effect until they are satisfied or by their nature expire.
- (k) The use of an electronic signature process to accept and sign the Terms, including your indication of acceptance of the Terms by a click-through or click-wrap process, shall constitute effective execution and delivery of the Terms, and shall form a binding contract between you and Hydro Ottawa.
- (l) By signing up you acknowledge that and agree that you have read, understand, and agree to the terms and conditions of the Terms; and your acceptance of the Terms in accordance with Section 9(k) does not guarantee that you are eligible to be a Participant in the Program.