

DOS PROFORMA AGREEMENT

[insert Substation Name and No – DOS - Date – Project No]

SYSTEM ACCESS SERVICE AGREEMENT FOR DEMAND OPPORTUNITY SERVICE RATE ("DOS Agreement")

This DOS Agreement is made effective as of the Effective Date.

Between:

Independent System Operator, operating as AESO,
a statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary, in the Province of Alberta
(the "ISO")

and

[insert legal name of corporation or partnership],
a **[corporation, incorporated]** **[partnership organized]** pursuant to the laws of **[●]**,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the "market participant")

RECITALS:

- A. This DOS Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate DOS of the **ISO tariff**.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This DOS Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this DOS Agreement by reference.

In consideration of the premises to this DOS Agreement, the mutual covenants and agreements set forth in this DOS Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) Unless otherwise defined in this DOS Agreement, bolded terms, not including headings, used in this DOS Agreement have the meanings given to them in the *Consolidated Authoritative Document Glossary*. Capitalized terms have the meanings given to them in the preamble or body of this DOS Agreement, including:
 - i. "DOS Agreement" means this System Access Service Agreement for Demand Opportunity Service Rate; and
 - ii. "Effective Date" means the date that is this DOS Agreement comes into effect, in accordance with Section 2 below.
- (b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* be amended from time to time during the term of this DOS Agreement by approval of the

Commission, then such amended **ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary** will apply to this DOS Agreement and this DOS Agreement shall be deemed amended upon each such approval.

- (c) In the event of any conflict or inconsistency between this document and the **ISO tariff**, the latter shall prevail.

2. EFFECTIVE DATE

This DOS Agreement becomes effective immediately following the later of:

- (a) the effective date of the **system access service** for Rate DTS; or
- (b) the day this **DOS Agreement** is executed.

3. POINT OF DELIVERY

Point of delivery is located at and described as follows:

Substation name and #: [Name of Substation (123S)]

Measurement Point Identification (MPID): [insert assigned number]

4. DOS CONTRACT CAPACITY

Contract capacity is _____ MW for the term of this DOS Agreement:

5. TECHNICAL AND COMMERCIAL INFORMATION

- (a) The type of demand opportunity service expected to be used.
DOS Dispatchable DOS Term
- (b) The **market participant** shall provide the **ISO** with any technical information the **ISO** may request.
- (c) The **market participant** has read and acknowledges the eligibility criteria in the **ISO tariff** for Rate DOS.
Yes No
- (d) The **market participant** has attached a brief description of the **market participant's** proposed use of Rate DOS in an attachment labeled "Schedule A".
- (e) The **market participant** must notify the **ISO** with ten (10) **business days** upon the occurrence of any change that materially impacts the **market participant's** eligibility for Rate DOS under the **ISO tariff**. The **market participant** must provide such assurances and information as the **ISO** may reasonably request respecting any **system access service** to be provided pursuant to this **DOS Agreement** and the **market participant's** eligibility for such **system access service**.

6. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate DOS commencing in the **settlement period** in which the **ISO** commences the provision of **system access service** to the **market participant**.

7. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 8 and 9 of this **DOS Agreement**, the **ISO** must provide **system access service** under Rate DOS to the **market participant** at the **point of delivery** at the **contract capacity** pursuant to Sections 3 and 4 of this **DOS Agreement**.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate DOS, the **market participant** must take such **system access service** at the **point of delivery** at the **contract capacity**, but below the maximum annual load factor for the applicable year as determined by the **ISO** in accordance with Rate DOS, pursuant to Sections 3 and 4 of this **DOS Agreement**.

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** must pay to the **ISO** for **system access service** under Rate DOS during the term of this **DOS Agreement** the amount required pursuant to Rate DOS.

10. TERM

This **DOS Agreement** commences on the Effective Date and continues unless it is terminated in accordance with the **ISO tariff**.

11. PRIOR AGREEMENTS

This **DOS Agreement** supersedes and replaces, as of the Effective Date, any other agreement or application for **system access service** under Rate DOS between the parties at the **point of delivery**.

12. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the **market participant** is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this **DOS Agreement** has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction;
- (c) the authorization, execution and performance by the **market participant** of this **DOS Agreement**:
 - (i) does not and will not violate any laws applicable to the **market participant**; and

- (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound;
- (d) the **market participant** would not increase metered demand under Rate DTS, *Demand Transmission Service*, if Rate DOS was not available; and
- (e) the **market participant's** use of additional electric energy under Rate DOS complies with the eligibility criteria in the **ISO tariff** for Rate DOS and the use of **system access service** by the **market participant** under Rate DOS would not otherwise occur under Rate DTS or any other applicable rate.

13. NOTICES

- (a) A notice must be provided in accordance with subsection 12.4 of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____
 Telephone: _____
 Fax: _____
 Email: _____

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
 Telephone: _____
 Fax: _____
 Email: _____

- (c) The **market participant** must provide any changes to its address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

14. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this **DOS Agreement**. The **market participant** must request such an amendment by complying with the procedure for amending DOS Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff, ISO rules** and *Consolidated Authoritative Document Glossary* may be amended from time to time during the term of this **DOS Agreement** by approval of the **Commission** and that this DOS Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 15(b) of this **DOS Agreement**, this **DOS Agreement** may only be amended by written instrument executed by the **ISO** and the **market participant**.

15. MISCELLANEOUS

- (a) Section 9 will survive the termination of this **DOS Agreement** for either the time provided for in such section or the longest period provided by law.
- (b) This **DOS Agreement** will ensure to the benefit and be binding upon the parties to this **DOS Agreement** and their respective successors and permitted assigns.
- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this **DOS Agreement** will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.
- (d) Time is of the essence.
- (e) This **DOS Agreement** is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (f) Whenever possible, each provision of this **DOS Agreement** must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this **DOS Agreement** is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this **DOS Agreement** and will not affect the legality, validity or enforceability of the remainder of this **DOS Agreement** or any other provision of this **DOS Agreement**.
- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as is reasonably required in order to fully perform and carry out the terms of this **DOS Agreement**.
- (h) The parties may execute this **DOS Agreement** by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered, and all such counterparts taken together will constitute one instrument.

By signing this **DOS Agreement**, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this **DOS Agreement**.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title: