

- 1. Acceptance of the CEII Request Portal Terms and Conditions.** These Terms and Conditions of use for <https://aeso.sharepoint.com/sites/ceii> constitute a legal agreement and are entered into by and between you, on behalf of the market participant you represent, (“**Market Participant**” or “**you**”) and the Independent System Operator, operating as the Alberta Electric System Operator (“**Company**”, “**we**”, “**us**”, or “**our**”). The following terms and conditions (these “**Terms and Conditions**”) govern your access to and use, including any content, functionality, and services offered on or through <https://aeso.sharepoint.com/sites/ceii> (the “**CEII Request Portal**”). Capitalized terms not otherwise defined shall have the meaning given to such terms in the Company’s Consolidated Authoritative Document Glossary.

BY USING THE CEII REQUEST PORTAL, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE CEII REQUEST PORTAL. YOU ALSO REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE MARKET PARTICIPANT TO THESE TERMS AND CONDITIONS.

- 2. Modifications to the Terms and Conditions and to the CEII Request Portal.** We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the CEII Request Portal. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these. The information and material on this Website, and the CEII Request Portal, may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the CEII Request Portal is restricted to users or unavailable at any time or for any period.

- 3. Term and Termination.**

- (a) These Terms and Conditions shall begin on the earlier of: (i) the date upon which you deliver a system access service request to the Company acknowledging acceptance of these Terms and Conditions, and (ii) the date upon which access to the CEII Request Portal is first granted to you, and shall remain in effect until such time as the Company provides notice to you in accordance with Section 3(b) below or otherwise terminates access in accordance with these Terms and Conditions.
- (b) At the request of the Company, you shall immediately discontinue access and use of the CEII Request Portal. You acknowledge and agree that the Company may terminate your use of, and access to, the CEII Request Portal at any time and for any reason.

- 4. Access to CEII Request Portal and Account Set-Up and Security.**

- (a) Subject to these Terms and Conditions, we grant you a non-exclusive, non-transferable and revocable access to use the CEII Request Portal solely for the purposes of downloading critical energy infrastructure information and other non-public information (collectively, “**CEII**”) for use in one or more system access service request(s) or for such other purpose as may be approved in writing by the Company (the “**Purpose**”). Any other

use of the CEII Request Portal is strictly prohibited. The CEII Request Portal and all access accounts shall remain our property. You shall immediately notify us of any security breach or other compromise of the CEII Request Portal of which you become aware. These Terms and Conditions do not in any way commit us to, or make us responsible for, anything whatsoever.

- (b) We will provide you with documentation, materials and access information sufficient to enable you to access and use the CEII Request Portal as provided hereunder. You agree that you are responsible for maintaining user IDs, passwords and other material provided by us to facilitate access to the CEII Request Portal in confidence. We are not responsible for any errors, improper data entry, data backup, data security, data confidentiality, data integrity or any other act of omission by you, including but not limited to, those resulting from misuse or disclosure of passwords. We may terminate your access to use or otherwise suspend your access to use the CEII Request Portal to protect you or us from fraudulent activity.
- (c) You shall not attempt to access or use accounts, files, data or information of other users of the CEII Request Portal. In the case any such information also constitutes "personal information" as that term is defined by applicable privacy law, you acknowledge and agree that you will not to access, use, reproduce or disclose any such personal information, without the express prior written consent of the Company.
- (d) The Company or a third party may monitor access to posting or other activities on the CEII Request Portal. We may, in our discretion, intervene in any of your activities, communications or use of the CEII Request Portal. You consent to any such monitoring and intervention. Further, you agree not to: (i) transmit or link to any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulations, including those which deal with obscene or defamatory communications, or its transmission is for the purpose of making an annoying or offensive communication to any other person; (ii) obstruct the CEII Request Portal's identification procedures in electronic communications; (iii) engage in unsolicited mass distribution of any message; (iv) disrupt or interfere with the CEII Request Portal or any service, software or functionality provided through the CEII Request Portal; (v) engage in any activity that could compromise the security of the CEII Request Portal; or (vi) share, resell, or provide access to the CEII Request Portal.

5. Intellectual Property Ownership.

- (a) You understand and agree that the CEII Request Portal and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights. Without limiting the generality of the foregoing, all Confidential Information (as defined below) and related materials are and shall remain the exclusive property of the Company. Nothing in these Terms and Conditions is intended to grant any rights to the Market Participant under any patent, copyright, trade-mark, trade secret or any other intellectual

property right of the Company, nor shall these Terms and Conditions grant the Market Participant any rights therein except as expressly set forth in these Terms and Conditions.

- (b) The Company name and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on the CEII Request Portal are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

6. Confidentiality.

- (a) **“Confidential Information”** means the CEII and any other information provided to you for the Purpose which is designated as “Confidential Information” by the Company or is identified as confidential information at the time it is provided to you or is otherwise considered confidential information pursuant to the ISO Rules. Any related or resulting discussions, negotiations or agreements that contain CEII shall be deemed to be Confidential Information. For greater certainty, “Confidential Information” shall not include any information, however designated, that: (i) is now or becomes generally available to the public other than as a result of a breach of this Agreement by you; (ii) is disclosed in good faith to you by a third party (who is not disclosing the same on behalf of the Company) having legitimate possession and the right to make such disclosures without passing on or violating any obligation of confidence; (iii) was already known by the you without any obligation of confidence prior to disclosure or access hereunder; (iv) was developed independently by you prior to disclosure of or access to any of the Company’s Confidential Information (as evidenced by written records); or (v) to the extent it is required to be disclosed by law, order, or regulatory process, or the rules of any recognized stock exchange on which shares of a party or any of its Affiliates are listed. **“Affiliates”** has the meaning set forth in the *Business Corporations Act* (Alberta).
- (b) You agree that you shall: (i) use the Confidential Information solely to the extent required to fulfill the Purpose; (ii) not disclose the Confidential Information except as may be specifically and expressly permitted in Section 6(c) below; (iii) take all reasonable precautions, and in any event not less than those precautions used to protect its own confidential information, to keep the Confidential Information in the strictest confidence, to protect it from disclosure and unauthorized access and to maintain it in a secure place; and (iv) treat any reproductions or copies of the Confidential Information in the same manner that you would treat the original, including any notes containing Confidential Information.
- (c) You may only: (i) disclose the Confidential Information to only those employees and legal counsel of the Market Participant (the **“Representatives”**) that have a need to know the Confidential Information to fulfill the Purpose; (ii) disclose the Confidential Information to the consultant(s) approved in writing by the Company (the **“Consultant”**) to assist you in fulfilling the Purpose, provided that such Consultant has entered into an agreement with

the Market Participant that is at least as restrictive as these Terms and Conditions prior to receiving the Confidential Information; (iii) disclose the Confidential Information to third parties (including contractors, technical advisors, or any other person or entity who is not an employee or legal counsel of the Market Participant) with the consent of the Company; and (iv) subject to Section 6(e) below, disclose the Confidential Information if required to be disclosed by law, order, or regulatory process, only to the extent of fulfilling such requirement. You may also disclose the Confidential Information to those Affiliates who have a need to know the Confidential Information to fulfill the Purpose and who are subject to confidentiality obligations no less restrictive than those set forth in these Terms and Conditions. In the event such Affiliates will cease to be your Affiliates, you shall cause such Affiliates to (i) return or destroy all copies of the Confidential Information in their possession or control; or (ii) provide a written acknowledgement to the Company that they acknowledge and agree to be bound by these Terms and Conditions with respect to the Confidential Information, before they cease to be your Affiliates.

- (d) You shall promptly notify the Company of any unauthorized use, possession or disclosure of the Confidential Information of which you become aware.
- (e) Should you, or any person or entity to whom Confidential Information is transmitted directly or indirectly by the Market Participant, be required by law to disclose any of the Confidential Information, the Market Participant shall forthwith notify the Company, and upon the request of the Company, shall cooperate reasonably with the Company in contesting such disclosure or seeking a protective order or other appropriate remedy within and subject to all applicable laws.
- (f) Notwithstanding anything to the contrary, these Terms and Conditions shall not obligate the Company to disclose or otherwise provide access to any particular Confidential Information or any particular portion thereof and such disclosure or access, if any, is discretionary.
- (g) You agree that these Terms and Conditions will apply to additional Confidential Information as may be requested by the Market Participant and approved by the Company, whether provided through the CEII Request Portal, electronic mail, or another means.
- (h) The Market Participant, its Representatives, Affiliates and Consultants shall discontinue and cease using the Confidential Information and promptly destroy all copies of the Confidential Information on the earlier of: (i) the fulfillment of the Purpose (for clarity, in most cases, the fulfillment of the Purpose shall be considered to be the energization of your facilities); (ii) termination of the Market Participant's access to the CEII Request Portal in accordance with Section 3; or (iii) at any other time as may be requested by the Company, and, if requested by the Company, provide written confirmation to the Company confirming the same. Notwithstanding the foregoing, the destruction of the copies of Confidential Information shall exclude: (i) Confidential Information contained in the Market Participant's corporate electronic back-up systems or (ii) as required to comply with applicable laws (any such information, the "**Retained Confidential Information**"), provided, however, that (i) the Retained Confidential Information shall remain at all times subject in all respect to these Terms and Conditions, and will not be

accessed by the Market Participant or its Representatives, as the case may be except to destroy such copies or to comply with applicable laws and (ii) the Market Participant or its Representatives, Affiliates and Consultants, as the case may be, will not retain any Retained Confidential Information beyond the period required by applicable law and that, upon the expiration of such period, will destroy all the Retained Confidential Information And, if requested by the Company, provide written confirmation to the Company confirming the same.

7. **Compliance with Applicable Laws.** You agree to use the CEII Request Portal, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. You also agree not to: (i) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the CEII Request Portal; (ii) use any robot, spider, scraper or other automated means to access the CEII Request Portal; (iii) decompile, reverse engineer or disassemble any software or other products or processes accessible through the CEII Request Portal; (iv) insert any code or product or manipulate the content of the CEII Request Portal in any way; or (v) use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, email or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the CEII Request Portal, including any software viruses or any other computer code, files or programs. The Company may terminate or restrict the Market Participant's access and use of the CEII Request Portal if the Market Participant violates these Terms and Conditions or is otherwise engaged in illegal or fraudulent use of the CEII Request Portal.

8. **Non-Exclusivity.** You acknowledge that the Company permits other users to access and use the CEII Request Portal. As a condition of access to and use of the CEII Request Portal, you acknowledge that you have been informed by the Company that unauthorized users may obtain access to the CEII Request Portal, which may include but is not limited to, access to information, data or files contained therein and you agree that the Company is not responsible therefor.

9. **No Warranty.**
 - (a) ACCESS TO THE CEII REQUEST PORTAL IS GRANTED TO YOU BY THE COMPANY ON AN "AS IS" BASIS AND WITHOUT REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND. ALL REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO THE USE OF THE CEII REQUEST PORTAL OR ANY OF THE COMPANY'S SYSTEMS OR FUNCTIONALITY, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY THE COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR FREEDOM OF ANY SOFTWARE CONTAINED ON THE SITE OR ANY OF THE COMPANY'S SYSTEMS OR FUNCTIONALITY FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

 - (b) THE COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO YOUR USE OF THE CEII REQUEST PORTAL OR THE COMPANY'S SYSTEMS OR FUNCTIONALITY, OR ANY OTHER PERFORMANCE OR NON-PERFORMANCE BY THE COMPANY OR PURSUANT TO THESE TERMS AND

CONDITIONS (INCLUDING LIABILITY FOR TORT OR BREACH OF CONTRACT, INCLUDING NEGLIGENCE OR FUNDAMENTAL BREACH).

- (c) IN NO EVENT SHALL THE COMPANY'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA OR OTHER ECONOMIC LOSSES, EVEN IF THE COMPANY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

- 10. Liability and Indemnity.** YOU ARE HEREBY LIABLE TO AND SHALL INDEMNIFY AND DEFEND THE COMPANY AND ITS RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY FROM: (i) YOUR BREACH OF THESE TERMS AND CONDITIONS OR (ii) YOUR ACCESS TO AND USE OF THE CEII REQUEST PORTAL OR THAT OF ANYONE ELSE FOR WHOM YOU ARE RESPONSIBLE IN LAW, EXCEPT TO THE EXTENT ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY.
- 11. Governing Law.** These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. You agree to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to these Terms and Conditions.
- 12. Remedies.** You agree that any violation or threatened violation of these Terms and Conditions may cause irreparable harm to the Company, entitling the Company to seek injunctive relief in addition to all other legal and equitable remedies available. In such case, the Company shall be entitled to recover from the Market Participant, reasonable legal costs on a solicitor and his own client basis, in addition to any other relief that may be awarded.
- 13. No Waiver.** The failure of the Company to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the Market Participant and the Company nor trade practice shall act to modify any provision of these Terms and Conditions. In the event that any portion of these Terms and Conditions is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the Market Participant and the Company, and the remainder of these Terms and Conditions shall remain in full force and effect.
- 14. Assignment.** The Company may assign its rights and obligations under these Terms and Conditions without notice to the Market Participant or its prior consent. The Market Participant may not assign these Terms and Conditions nor any of its rights and obligations under these Terms and Conditions without the prior written consent of the Company.