

BEACON TERMS OF USE

Purpose

The Beacon Contract Management Portal (“**Beacon**”) is owned and operated by the Independent Electricity System Operator (the “**IESO**”) for the purpose of administering the Feed-In Tariff (“**FIT**”) Program and micro Feed-In Tariff (“**microFIT**”) Program. Only a FIT/microFIT Contract holder (“**Supplier**”), registered prospective FIT/microFIT contract holder (“**Assignee**”), local distribution company (“**LDC**”) (collectively, “**you**” or “**User(s)**” in the context of these Terms of Use) and their authorized representative(s) (“**Beacon Representative(s)**”) may access Beacon to view and manage FIT/microFIT Contracts online (the “**Purpose**”).

Terms and Conditions

By signing up for and using Beacon you agree to follow and be bound by the terms and conditions of these Terms of Use. You also agree to bind any company or organization on behalf of whom you are accessing Beacon. **If you do not agree to these Terms of Use, do not use Beacon or download, access or use any materials from it. The IESO may change these Terms of Use at any time and without notice. Any changes will be effective immediately upon posting or as otherwise indicated. Your use of Beacon following any such change constitutes your agreement to follow and be bound by the Terms of Use, as modified.**

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Supplier’s FIT/microFIT Contract, and “including” means “including without limitation”.

Acceptable Use

You agree to use and access Beacon only in accordance with these Terms of Use, applicable law and the terms of Supplier’s FIT/microFIT Contract. With the exception of any terms and conditions contained in Supplier’s FIT/microFIT Contract that are intentionally amended as agreed between the Supplier and the IESO, you agree that to the extent these Terms of Use, any text displayed on Beacon, or any IESO communications or IESO website content related to Beacon, are inconsistent with any terms or conditions contained in Supplier’s FIT/microFIT Contract, the terms and conditions contained in Supplier’s FIT/microFIT Contract shall prevail.

As a condition of accessing Beacon, you agree:

1. That you are a User or an LDC, as defined above;
2. That all information uploaded to or modified by you in Beacon is true, complete and accurate;
3. Not to use Beacon in a manner that is unlawful, misleading or fraudulent;
4. Not to upload viruses or malicious code or do anything that could disable, overburden or impair the proper working or appearance of Beacon;
5. To only access or attempt to access information on Beacon that you have permission to access; and,
6. If you are entering or modifying information in Beacon as a Beacon Representative, that you will only do so with such Supplier’s consent.

User Account

You are solely responsible for the activity that occurs on your Beacon account and must keep your account password secure. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of Beacon through your account, and will notify the IESO immediately of any such unauthorized access or use. The IESO will not be liable for damages or losses caused by any unauthorized use of your account.

Beacon Representatives

Beacon is provided for the benefit of a Supplier under the FIT/microFIT Program. If you are a Beacon Representative, you shall provide the following to the Supplier that you are representing:

- a) the username and password for the account, and you shall advise the Supplier of any changes to such username and password; and
- b) a copy of these Terms and Conditions.

If you are a Beacon Representative, or the IESO believes you to be a Beacon Representative, in its sole discretion, the IESO may, at its sole option, and without limiting any other rights or remedies available to the IESO:

- a) limit or terminate your access or use of Beacon upon request by a Supplier whose FIT/microFIT Contract is created and/or managed by you through Beacon;
- b) provide access and use of your Beacon Account to a Supplier that you are representing; and
- c) migrate or move any of the Beacon content, including, without limitation, any FIT/microFIT Contracts, from your Beacon account to another Beacon account that a Supplier you are representing will be able to access and use.

If you are a Beacon Representative with respect to a microFIT Contract, you are only authorized to access or use Beacon for the Purpose with respect to one Supplier. Without limiting the generality of the foregoing, you shall not use your Beacon account to create, submit and/or manage microFIT Contracts for more than one Supplier which, for clarity, may consist of more than one Eligible Participant.

Time Sensitive Features

You acknowledge that the FIT/microFIT Program requires that Suppliers meet certain time deadlines, and the failure to do so may result in default, disqualification, termination of a FIT/microFIT Contract and/or monetary losses. Beacon is provided for convenience only and such provision does not relieve Suppliers of their obligation to track time deadlines. Users are solely responsible for monitoring any emails, communication or other updates posted to Beacon. The IESO shall not be responsible for any missed deadlines by Users or for any loss of priority attributable to lack of availability or error on Beacon.

Modifications to Beacon

You agree that the IESO may, in its sole discretion and without prior notice or liability, at any time either temporarily or permanently discontinue or modify any aspect of Beacon, including, without limitation: (i) restricting the time Beacon is available; (ii) restricting the amount of use permitted; and (iii) restricting or terminating any User's right to use Beacon. It is your responsibility to ensure that you are accessing the most current version of Beacon.

FIT and microFIT Programs Subject to Additional Terms

In addition to these Terms and Conditions you acknowledge that in order to participate in the FIT and microFIT Programs, additional agreements, terms and rules apply. You are wholly responsible for obtaining (from Beacon or otherwise as provided or posted by the IESO), reviewing and complying with all such additional terms.

Beacon Contract Page for FIT Contract

The Beacon Contract Page contains a representation of the current FIT Contract Cover Page for the Supplier's FIT Contract, including any contract amendments in effect as may have been incorporated at various times since the Contract Date. The terms set out on the FIT Contract Cover Page may be subject to amendment in accordance with the FIT Contract throughout its duration. Please note that the Beacon Contract Page does not display the wording of any original or former contract details, terms, or conditions once amended in accordance with the FIT Contract. The information displayed on the Beacon Contract Page does not vary or amend the FIT Contract. In the event there is any conflict or inconsistency between the information contained on the Beacon Contract Page and the executed copy of the FIT Contract (including any amendments), the provisions of the executed copy prevail. The Supplier is responsible for keeping accurate records of the FIT Contract, including any amendments, and supplementing the information set out in the Beacon Contract Page with any such amendment details in response to any third party request (including inquiries related to finance, tax, or legal matters) for its FIT Contract records.

Beacon Contract Page for microFIT Contract

The Beacon Contract Page contains the current contract details for the Supplier's microFIT Contract, including any contract amendments in effect as may have been incorporated at various times since the Contract Commencement Date. The contract details may be subject to amendment in accordance with the microFIT Contract throughout its duration. Please note that the Beacon Contract Page does not display the wording of any original or former contract details, terms, or conditions once amended in accordance with the microFIT Contract. The Supplier is responsible for keeping accurate records of the microFIT Contract, including any amendments and assignments, and supplementing the contract details set out in the Beacon Contract Page with any such amendment or assignment details in response to any third party request (including inquiries related to finance, tax, or legal matters) for its microFIT Contract records.

Posted Documents

Beacon may contain certain documents that are subject to their own terms and conditions (posted documents). All posted documents will be subject to these Terms of Use, except to the extent that the terms and conditions contained in the posted document are inconsistent with these Terms of Use, in which case the terms and conditions of the posted document will prevail to the extent of the inconsistency.

Reliance

While the IESO endeavors to ensure that Beacon is complete, accurate and up to date, you should not rely on the statements contained within Beacon without referring to specific documentation or other supporting material relating to the Supplier's FIT/microFIT Contract.

Suspension or Termination of Account

You agree that the IESO, in its discretion, for the purpose of emergency maintenance or reasons related to suspected security breaches, fraud or unauthorized access or misuse, including a breach of these Terms of Use, may suspend or terminate your access to your Beacon account and any portion of Beacon, without prior written notice to you. The IESO may also suspend or terminate your access to your Beacon account and any portion of Beacon in its discretion, without prior written notice to you, if the IESO reasonably believes you have or are suspected to have engaged in fraudulent or negligent activities or willful misconduct while participating in or providing services for the FIT and/or microFIT Program. In the event of suspension or termination, you will no longer be authorized to access or use Beacon and the IESO may take actions against you to ensure such access or use ceases.

Intellectual Property

The IESO or its licensors own all intellectual property rights to Beacon and in all materials provided on or comprising Beacon.

The IESO's logos and certification marks and any other product or service name or slogan contained in Beacon are trade-marks of the IESO or its licensors and they may not be copied, imitated or used, in whole or in part, without the prior written permission of the IESO or the applicable trade-mark holder.

Beacon is protected by Canadian copyright law. Except as otherwise provided for under Canadian copyright law, all information in Beacon is Copyright © 2019 Independent Electricity System Operator, all rights reserved.

Disclaimer and Limitation of IESO's Liability

Your use of Beacon is exclusively at your own risk. You assume all responsibility for your access and use of Beacon and compliance with these Terms of Use. The IESO and its directors, officers, employees, agents and representatives (collectively, the "IESO Group") assume no responsibility whatsoever for the availability, accuracy, completeness or currency of any part of, or information in, Beacon. The IESO and each member of the IESO Group have no obligation, and disclaim any duty, to update or correct any part of, or information in, Beacon.

The IESO provides Beacon solely on an “as is” and “as available” basis. Neither the IESO nor any member of the IESO Group provides any representation, warranty, condition or guarantee whatsoever respecting Beacon, including: (a) any representation, warranty, condition or guarantee that any part of, or information in, Beacon is available, accurate, complete, current or free from viruses or other destructive features; or (b) any implied representation, warranty, condition or guarantee of merchantability, fitness for a particular purpose or use or non-infringement of any right of any third party.

In no event whatsoever will the IESO or any member of the IESO Group be liable, in respect of the use of Beacon, for any matter whatsoever, to any individual, partnership corporation or company, with or without share capital, trust, foundation, joint venture, governmental authority or any other incorporated or unincorporated entity or association of any nature for: (a) direct damages; (b) indirect, special, incidental, contingent or consequential damages (including for loss of actual or anticipated revenue or profits, loss of goodwill, loss or damage to data or any other information, failure to realize expected savings or loss of use arising in respect of the use of, or reliance on, any part of, or information in, Beacon or any website which Beacon may connect to by a hyperlink or pointer or for any other economic loss whatsoever), even if the IESO or a member of the IESO Group has been advised of the potential for such damages; (c) punitive, exemplary or aggravated damages; or (d) contribution or indemnity.

You will indemnify and hold harmless the IESO and each member of the IESO Group from and against all fines, penalties, claims, demands, liabilities, damages, costs and expenses on a dollar for dollar full indemnification basis (including lawyer’s fees and expenses) arising in respect of: (a) your use of Beacon; (b) the unauthorized use of your Beacon account; (c) any breach by you of any of these Terms of Use; (d) your failure to comply with any applicable laws, statutes, regulations, by-laws, rules, codes or treaties; or (e) any acts of fraud, negligence or willful misconduct.

Internet Software or Computer Viruses

Internet software or transmission problems or technical difficulties could produce inaccurate or incomplete copies of information contained on Beacon. Computer viruses or other destructive programs may also be inadvertently downloaded from Beacon. The IESO will not be liable for Internet software, computer viruses or destructive programs and recommends that you install appropriate anti-virus or other protective software.

Hyperlinks

Beacon may contain hyperlinks or pointers to websites located on servers maintained by third parties over which the IESO has no control. Accordingly, your use of any such other websites is entirely at your own risk and the IESO assumes no responsibility whatsoever for any use of any such website. None of the hyperlinks or pointers to such other websites implies that the IESO authorizes, endorses or sponsors any such other website or any information in any such other website.

Privacy

The IESO is committed to the accuracy, confidentiality, security and privacy of your information as outlined in the IESO’ Privacy Policy (<http://www.ieso.ca/en/privacy>). All privacy and confidentiality

provisions contained in a Supplier's FIT/microFIT Contract will continue to apply to information contained within and provided via Beacon.

Governing Law and Forum

The laws of Ontario and the laws of Canada applicable in Ontario will govern these Terms of Use and your use of Beacon and any suit, action or other proceeding, or dispute or other controversy respecting Beacon. You irrevocably submit to the exclusive jurisdiction of the courts of Ontario in respect of any suit, action or other proceeding made or brought by you in respect of Beacon for any matter whatsoever. You may not commence any suit, action or other proceeding in respect of Beacon for any matter whatsoever, except in Toronto, Canada.

Severability

If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

Inquiries

Inquiries regarding these Terms of Use should be addressed to Beacon Support at beacon.support@ieso.ca.

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