Version 2.0 dated November 13, 2026

GridFlex Program Participant Terms and Conditions

Welcome to the GridFlex Program (the "**Program**"). These Terms and Conditions ("**Terms**") constitute a legal agreement between Hydro Ottawa Limited ("**Hydro Ottawa**") and you ("**Participant**", "**you**" or "**your**") regarding your participation in the Program.

By enrolling in the Program, you agree to be bound by these Terms.

1. The Program is a demand response initiative administered by Hydro Ottawa and its service provider (Uplight, Inc., its affiliates and subcontractors, as applicable) ("**Service Provider**") between June 1 and September 30 in any given year (the "**Program Period**"), which manages peak demand for residential customers and small commercial customers in the communities of Kanata and Stittsville within the Hydro Ottawa service territory (the "**Program Region**") in order to reduce energy use on specific event days typically occurring on non-holiday weekdays between the hours of 12:00 and 21:00 for a maximum duration of up to four (4) consecutive hours (each an "**Event**").

2. You may participate through one of the two following tracks and must meet all requirements of these Terms and the Program.

    - **Automatic Track:** Load reduction is achieved via remote, automated management of your device by Hydro Ottawa or Service Provider during an Event. This requires a reliable internet connection and a smart thermostat, home battery, or electric vehicle listed in at the following Program webpage (each being an "**Eligible Device**"): www.hydroottawa.com/gridflex.
    - **Manual Track:** Load reduction is achieved through your own actions following a short message service ("**SMS**") or email notification. You must provide a valid email address and/or SMS-capable mobile phone number to receive timely Event alerts and performance summaries.

3. To participate in the Program, you must meet the following general eligibility criteria:

    - **Location**: You must be a residential or small commercial customer within the Program Region.
    - **Account Status:** You must be an active Hydro Ottawa customer with an account in good standing.
    - **MyAccount:** You must have an active MyAccount profile.
    - **Age:** Individuals must be at least 18 years of age.
    - **Exclusivity:** You must not receive, be entitled to receive, nor seek or accept any other grant, funding, subsidy, credit, or financial support from any federal, provincial, municipal, or private source for the identical scope of work, services, or deliverables as provided for under these Terms and Eligible Device must not be enrolled in or committed to participating in any other demand response program.
    - **Tenants:** If you are a tenant, you must have the property owner's permission to participate. Please note that tenant participation is not permitted for battery storage systems.
    - **Access to Eligible Device, Information Sharing, Internet Connection:** Under the Automatic Track, you must (i) provide Hydro Ottawa and Service Provider communication with and access to control your Eligible Device; (ii) allow Hydro Ottawa and Service Provider to utilize energy use data for the purposes of implementing the Program; and (iii) have a reliable internet connection capable of supporting bi-directional communication with the Eligible Device.
    - **Small commercial customers:** If you are a small commercial customer, you may only participate in the Program under the Automatic Track with a smart thermostat that is an Eligible Device.

4. To participate in the Program, your device must also meet the following specific eligibility criteria, as applicable:

Smart Thermostat.

- You own a smart thermostat listed as an Eligible Device;
- The smart thermostat is actively controlling a functioning central air conditioning system or central heat pump system in a detached, semi-detached, duplex, triplex, row house, townhouse or single-family dwelling located within the Program Region (a "**Single Family Residence**");
- If you are a small commercial customer, the smart thermostat must control the primary cooling system; and
- A Single Family Residence may only enroll a maximum of three (3) smart thermostats, provided each smart thermostat controls a separate and distinct central cooling system.

Electric Vehicles.

- You are the owner or lease holder of an electric vehicle listed as an Eligible Device;
- The electric vehicle is charged at your Single Family Residence within the Program Region, and all associated charging loads are metered directly through your Hydro Ottawa residential account. For clarity, shared or public charging loads are not eligible for participation in the Program;
- You must have the requisite authority to operate and charge the electric vehicle at the Single Family Residence.

Batteries.
<u>New Battery Storage System Installation</u>

- You must procure and install a battery storage system listed as an Eligible Device;
- You must obtain Hydro Ottawa's prior written approval through the pre-installation application before purchasing or installing the battery storage system;
- You may only enroll a maximum of one (1) battery storage system per Single Family Residence;
- You must install the battery storage system within twelve (12) months from the date of Hydro Ottawa's prior written approval and in all cases, no later than January 31, 2028;
- You are the registered legal owner of the Single Family Residence where the dedicated battery storage system will be installed. Tenant participation is not permitted for this device category due to the permanent nature of the installation;
- In order to benefit from the capital rebate incentive (described below), you must have personally incurred and paid the full purchase and installation costs for the battery storage system. You must own the battery storage system and it must be new. Rental, or lease-to-own arrangements are not eligible for participation in the Program;
- Installation of the battery storage system must be exclusively performed by a licensed electrical contractor and meet all relevant safety and performance certifications, including without limitation, CSA, cUL, and UL certifications (eg. UL 9540). Battery storage systems installed by you, or any other individual or entity not holding a valid electrical contractor license, are strictly ineligible for participation in the Program;
- The battery storage system must have a minimum usable energy capacity of five (5) kWh to ensure meaningful load contribution during Events;
- The battery storage system must pass electrical inspection and received a Certificate of Acceptance from the Electrical Safety Authority ("**ESA**");
- You must execute a connection agreement with Hydro Ottawa (as required under the Ontario Energy Board's Distributed Energy Resources Connection Procedures) (a "**Connection Agreement**"); and
- Notwithstanding anything to the contrary in these Terms, you must remain enrolled in the Program for the entire, uninterrupted, length of the Term, commencing on installation of

the battery storage system. For clarity, should Participant unenroll from the Program for any reason, Hydro Ottawa shall be entitled to recover any and all incentives paid to Participant under this Program.

Participant acknowledges that no incentives will be paid under the Program for new battery storage systems after March 31, 2028.

Existing Battery Storage Systems

- Existing battery storage systems are battery storage systems that were installed prior to the launch of this Program. The specific eligibility criteria listed for new battery storage systems also apply to existing battery storage systems, as applicable.

5. Hydro Ottawa determines eligibility of Participants in its sole discretion and maintains the right to change the eligibility requirements at any time without notice. An Eligible Device meeting all eligibility criteria will be registered and accepted into the Program. Hydro Ottawa may request verification of eligibility requirements at any time. You acknowledge and agree that you are responsible for all fees associated with maintaining eligibility to participate and will receive no payment from Hydro Ottawa or Service Provider except for the incentive amount for participation in accordance with these Terms.

6. Participant acknowledges that incentives will be paid by Hydro Ottawa or Service Provider where Participant participates in the Program, continues to meet all Program eligibility requirements and the requirements otherwise outlined by the Program and under these Terms. Participant understands that Hydro Ottawa, in its sole discretion, may withhold incentives committed to Participant if the Participant or the associated device is proven ineligible or otherwise does not comply with the requirements set forth by the Program. Incentives are paid in Canadian dollars by virtual prepaid Mastercard or cheque, in Hydro Ottawa's sole discretion. Incentive payments are further outlined at the following Program webpage: www.hydroottawa.com/gridflex.

7. Participants understand that Hydro Ottawa and Service Provider will communicate with Participants, as needed, and will provide notice of any Events, and other important information. Participant consents to receive these communications from Hydro Ottawa and Service Provider.

8. Hydro Ottawa and Service Provider will collect personal information from Participant and will retain this information for as long as Hydro Ottawa and/or Service Provider deems necessary to administer the Program. Hydro Ottawa takes appropriate measures to ensure that Participant's personal data is secure, and Hydro Ottawa and Service Provider will limit access to Participant's personal data to those who have a legitimate business need to view it. Participant consents to the collection, use, disclosure and other handling of any information provided by Participant to Hydro Ottawa and Service Provider, including without limitation, personal information such as Participant's name, address, telephone number, email address and records showing historical energy use and consumption (collectively the foregoing is referred to as "**Participant Information**"). Hydro Ottawa and Service Provider will collect, use, disclose or otherwise handle Participant Information for purposes relating to the operation, administration or assessment of the Program, and in connection with any reporting activities relating to the Program, which such use will include, without limitation: (i) conducting, analyzing and reporting on the results of the Program and conducting surveys and modifying the Program based on such surveys; and (ii) disclosing to National Resources Canada and/or their respective successors as required in accordance with Hydro Ottawa's reporting requirements. Participant acknowledges that the Participant Information may be accessible to third parties under the *Municipal Freedom of Information and Protection of Privacy Act*.

9. Participant agrees that Hydro Ottawa and/or Service Provider may invite them to participate in surveys, studies, audits, evaluations or verifications conducted by Hydro Ottawa, Service Provider

or its respective service providers in connection with the Program, including for the purpose of proper administration, monitoring and verification of these Terms or evaluation of the Program. Participant understands that any incentives may be withheld if Participant refuses to participate in or remedy any issue arising from any required verification within a reasonable period of time. Participant warrants that their Eligible Device is installed in accordance with all applicable federal, provincial, and local laws and manufacturer's specifications.

10. The Program shall be effective commencing on May 7, 2026 and continue until December 31, 2032 (the "**Term**"). Participants may opt out of the Program at any time upon thirty (30) days prior written notice to Hydro Ottawa. Participants understand that when opting out of the Program before the end of the Term, they may forfeit their certain incentives. Participant agrees that the Program may be modified or terminated without prior notice and these Terms are subject to modifications by Hydro Ottawa at any time. The Term of this Program may be renewed or extended, at Hydro Ottawa's sole discretion. If Hydro Ottawa terminates the Program, Participants may transition to similar alternative programming administered by the Independent Electricity System Operator ("**IESO**"), if available. Hydro Ottawa will reasonably assist to facilitate said transition to the IESO program. For clarity, upon termination of the Program, Hydro Ottawa shall have no further obligation to pay any additional or unpaid incentives to Participants.

11. All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the Program for which an incentive has been paid, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "**Environmental Attributes**") will be owned by Hydro Ottawa.

12. Hydro Ottawa shall keep Participant information confidential. Except for any required disclosures as set out in Section 9 above, only Service Provider and Hydro Ottawa shall be granted access to Participant data as needed or required. Hydro Ottawa and/or Service Provider will not use the name or identifying characteristics of Participant in advertising sales promotion or other publicity without Participant's written approval. Participant agrees not to use the name or identifying characteristics of Hydro Ottawa and/or Service Provider or its contractors for any advertising, sales promotion, or other publicity of any kind.

13. Service Provider and Hydro Ottawa make no representations or warranties, and assume no liability with respect to quality, safety, performance, or other aspect of any Eligible Device and expressly disclaim any such representation, warranty or liability, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. Nothing in these Terms shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. Neither Hydro Ottawa, nor Service Provider shall be responsible for costs or corrections of conditions already existing which fail to comply with applicable laws and regulations.

14. Participant agrees and acknowledges that neither Hydro Ottawa, Service Provider, nor their respective successors, assigns, affiliates, employees, agents, officers, directors, and such affiliates' respective officers, directors or employees or any of their heirs, successors or assigns, will be liable for any loss, damage or injury to persons or property, or any damages, and demands arising therefrom or connected therewith of any nature or kind whatsoever arising from or related to the installation of any Eligible Device(s), the interruption of power to any equipment to which an Eligible Device is connected, Participant's participation in the Program, or any modification, suspension, or termination of the Program. Participant hereby releases Hydro Ottawa and Service Provider of, from and against any and all of the foregoing. Participant agrees to indemnify Hydro Ottawa and Service Provider if Participant or any member of Participant's family, occupant or guest seeks damages against any of them for any reason that is connected with these Terms, the Program, or the Eligible Device(s). Neither Hydro Ottawa, Service Provider, nor Participant, shall be liable to each other for any incidental, special, indirect or consequential damages related to

these Terms, the Program, or the Eligible Devices.

15. These Terms shall be governed by and construed under the laws of the province of Ontario, without regard to conflict of law rules. The Parties shall use commercially reasonable efforts to resolve any disputes, failing which any Party may refer the dispute to binding arbitration administered in the City of Ottawa in the Province of Ontario in accordance with the *Arbitration Act* (Ontario). Participant shall not assign, delegate or subcontract these Terms or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written consent of Hydro Ottawa. Hydro Ottawa may assign its rights and delegate its duties under these Terms to any third party at any time without Participant's consent. If any provision of these Terms are invalid or unenforceable, the other provisions in these Terms shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of these Terms. The failure of either Party to enforce strict performance by the other of any provision of these Terms, or to exercise any right available to the Party under these Terms, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Any provision of these Terms that by their nature are intending to survive shall survive the expiry or termination of the Program and these Terms. Both parties consent to receiving electronically from the other party, notices and other documents that are to be sent or provided under these Terms. Notices and other documents sent or provided electronically will be deemed received by the other party, unless otherwise indicated by a failed delivery receipt. If a Party wishes to withdraw its consent to receive notices and documents electronically, it may do so by providing written notice to Hydro Ottawa.