

1. Installation, operation and access to property

- 1.1 The Participant permits the installation and operation of the Product and FortisBC monitoring equipment (the **"Monitoring Equipment"**) within the Property, and grants FortisBC, its program partners, the Manufacturer and their employees, contractors, agents and other representatives (collectively, **"Representatives"**) access to Property:
- for the purposes of the Pilot Program, including to install, commission and monitor the Product and Monitoring Equipment; and
 - throughout the Pilot Period during regular business hours to:
 - monitor and evaluate the performance of the Product;
 - troubleshoot, replace, repair, adjust, inspect, maintain or improve the Product and the Monitoring Equipment, and
 - collect Data (as defined below);
 - at the end of the Pilot Period:
 - remove the Monitoring Equipment; and
 - replace the prototype Product with a final Product (production unit).
- 1.2 The Participant is responsible for providing, at no cost:
- electricity and natural gas to power and operate the Product;
 - electricity to power the Monitoring Equipment; and
 - wifi/internet access to monitor and operate the Product and the Monitoring Equipment.

2. Ownership, use and operation

- 2.1 The Monitoring Equipment is and shall remain the property of FortisBC. During the Pilot Period, the prototype Product is and shall remain the property of the Manufacturer.
- 2.2 The Participant is responsible for any damage to the Monitoring Equipment or the prototype Product caused by the Participant, occupants of the Property or other persons for whom at law Participant is responsible, and for any failure by the Participant to maintain the Property or secure the area where the Monitoring Equipment and Product are located.
- 2.3 Upon installation of the final Product (production unit) at the end of the Pilot Period, the final Product becomes the property of the Participant. The Participant is responsible for obtaining the Product warranty and all operating manuals, warranties and other ownership and operating documentation from the Manufacturer.
- 2.4 During the Pilot Period, the Participant will:
- not alter, adjust or remove the Product or the Monitoring Equipment without the prior approval of FortisBC;
 - not make any additions, repairs or adjustments to equipment and/or appliances to which the Product or Monitoring Equipment are connected, without prior notice to FortisBC, and will continue normal operation of such equipment and/or appliances;
 - comply with all applicable laws in relation to the Pilot Program and its obligations herein;
 - obtain all permits, consents and authorizations necessary for installation, use and operation of the Product;
 - follow the instructions or requirements of FortisBC, the Manufacturer and their Representatives;
 - respond to communications from FortisBC in a timely manner and, in any event, within 48 hours; and
 - immediately notify FortisBC of any:
 - defect, malfunction or other problem with the existing system, the Product or the Monitoring Equipment;
 - change in use of the Property or material change to occupancy; or
 - damage to the Property which may affect the operation of the existing equipment or the evaluation of the Product.
- 2.5 During the Pilot Program and for a reasonable period thereafter, the Participant will respond to surveys and other FortisBC requests for information in connection with the Pilot Program.

3. Collection, use and disclosure of data

- 3.1 The Participant acknowledges, consents and agrees FortisBC may:
- contact the Participant to obtain information, administer, verify compliance with, and evaluate the Pilot Program;
 - collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether:

- provided by the Participant or its contractors, agents or representatives (including energy specialists); (ii) obtained during site visits (including photographs) (iii) contained in, or forming part of, any documents submitted as part of the Pilot Program; or (iv) obtained or generated by FortisBC as part of the Participant's participation in the Pilot Program, including data generated by the Product and the Monitoring Equipment; and disclose the information to employees, affiliates, contractors, representatives, agents and funding and program partners, to verify eligibility, process, manage, administer, audit, evaluate and report on the Pilot Program and the rebate, to monitor and assess compliance with these terms and conditions and to develop other energy conservation programs;
- retrieve billing and energy consumption data from FortisBC's account database for any period prior to and during the Pilot Period to evaluate the Product and determine energy savings attributable to the Pilot Program, and to collect, use and disclose such data pursuant to (b) above; and
- use the collected information on an anonymized basis to create and publish case studies and to promote the Product (or similar products), the Pilot Program and other FortisBC programs at open houses, trade shows and other public venues.

FortisBC collects, uses and discloses personal information in accordance with the *Personal Information Protection Act* and its Privacy Policy (see [fortisbc.com/privacy](https://www.fortisbc.com/privacy)).

- 3.2 This Section will survive termination of this agreement.

4. Limitation of liability and indemnity

- 4.1 The Participant acknowledges and agrees that:
- FortisBC, not being the designer, manufacturer, supplier, owner or installer of the Product, makes no representation or warranty whatsoever regarding the Product or its installation, including but not limited to, implied warranties or conditions of merchantability, merchantable quality, durability, fitness for a particular purpose, title, and non-infringement.
 - FortisBC does not assume any liability for any damages, claims, losses or expenses incurred by the Participant with respect to the Pilot Program, the Product or the Monitoring Equipment.
 - FortisBC is not responsible for any costs incurred by the Participant for its participation in the Pilot Program, or any costs attributable to the Product or the Monitoring Equipment.
- 4.2 The Participant shall indemnify and save harmless FortisBC and its Representatives from and against all claims, actions, suits, proceedings, losses, judgments, damages and liabilities, costs and expenses, including reasonable attorney's fees, for any breach of these terms and conditions, for death of or injury to any person, and for any loss of or damage to or destruction of any property whatsoever and irrespective of the legal basis of such claim or action including negligence, breach of contract, contribution, indemnification or breach of any statutory or other duty of care.
- 4.3 This Section will survive termination of this agreement.

5. Advertising and promotion

- 5.1 The Participant hereby consents to FortisBC identifying the Participant's involvement in the Pilot Program and to using photographs of the Property and the Product, as installed, in FortisBC's promotional materials, including internal and external communications.
- 5.2 The Participant will not issue any communications with respect to the Participant's involvement in the Pilot Program without FortisBC prior written consent.

6. Additional terms

- 6.1 FortisBC reserves the right to refuse applications which it determines, in its sole discretion, do not meet Pilot Program requirements.
- 6.2 FortisBC may modify or terminate the Pilot Program at any time and for any reason. Dates are subject to change.
- 6.3 Nothing herein shall be deemed or construed to constitute FortisBC assuming any ownership interest in the Product, or to create a joint venture, partnership, employment or agency relationship between the FortisBC and the Participant for any purpose.