

## METERGY SOLUTIONS INC. CONDITIONS OF SERVICE (CANADA)

### REVISION SUMMARY EFFECTIVE NOVEMBER 1, 2022

SECTION	SECTION TITLE	SUMMARY OF CHANGES TO CONDITIONS OF SERVICE
Multiple Sections	Multiple Sections	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>• Revised Conditions of Service have amalgamated electricity, water, thermal energy and gas services into one</li> <li>• Limited scope of Conditions of Service to Canadian customers</li> <li>• Broadened applicability of Conditions of Service to billing services (which may include meter reading, allocation of commodities to individual suites or units, billing and/or collection activities) in addition to submetering services</li> <li>• Clarified that “license” refers to “Unit Sub-Metering License”</li> <li>• Deleted the facsimile/fax option as it no longer used operationally</li> <li>• Qualified references to meters/equipment with “if any” as meters/equipment may not be owned by Metergy and/or used in the provision of services</li> </ul>
1	Introduction	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>• Clarified scope of Conditions of Service to include both submetering and/or billing services (which may include meter reading, allocation of commodities to individual suites or units, billing and/or collection activities)</li> </ul>
3.6	Collection on Behalf of Building	<p>Added statements:</p> <ul style="list-style-type: none"> <li>• Section 3.6 added to describe process where Metergy collects payments on behalf of the owner, property manager or condominium corporation of the building</li> </ul>
4.1	Dispute Resolution Procedure	<p>Revised statement:</p> <ul style="list-style-type: none"> <li>• Escalation contact for Step 2 revised to “Vice President, Customer Operations”</li> </ul>
5.1.1	Electricity Disconnection Due To Non-Payment	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>• Clarified that Metergy may issue a disconnection notice only if electricity and electricity related charges are unpaid</li> <li>• Typo corrected: “issued a disconnection <b>notice</b> for non-payment”</li> </ul>
6.1	Customer Rights	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>• Added that, where applicable, customers have the right to be provided with information applicable to their allocation of commodities</li> </ul>
6.2	Metergy Rights	<p>Added statements:</p> <ul style="list-style-type: none"> <li>• Where Metergy provides thermal submetering services, customers will be required to provide at least sixty (60) days’ prior notice if any part of the in-suite HVAC equipment needs to be replaced</li> </ul> <p>Revised statements:</p> <ul style="list-style-type: none"> <li>• Expanded customers’ repair and replacement obligations to include any in-suite HVAC equipment owned by them</li> </ul>

		<ul style="list-style-type: none"> <li>Added references to gas infrastructure and/or in-suite HVAC equipment where applicable</li> </ul>
6.4.3	Equipment owned by Metergy (Submetered Commodities)	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>Clarified that the customer, owner of a building and/or condominium corporation, as applicable, are responsible for providing a convenient, unobstructed and safe location for the installation of any metering equipment</li> <li>Expanded restrictions on interference with metering equipment to include “relocate”, “suspend” and “disconnect”</li> <li>Clarified that the customer and/or property manager of a building (in addition to owner or condominium corporation) must arrange for free, safe and unobstructed meter access</li> </ul>
7	Tariffs and Charges	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>Included a reference to charges for commodities “allocated to individual suites and units”</li> </ul>
8.1	No Consequential Damages	<p>Added statements:</p> <ul style="list-style-type: none"> <li>Maximum liability shall not exceed the aggregate amount of Metergy’s service charges paid to Metergy during the twelve (12) month period prior to the date of any claim for damages</li> </ul>
8.2	Force Majeure	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>Expanded force majeure events to include “pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic”</li> </ul>
9	Glossary of Terms	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>Definition of “Applicable Laws” expanded to include “guidelines”</li> <li>Revised the defined term “Ontario Sub-metering Code” to “Ontario Electricity Sub-Metering Code”</li> </ul> <p>Added statements:</p> <ul style="list-style-type: none"> <li>Added a defined term for “Commodities”</li> </ul>
Schedule A	Standard Service Charges	<p>Revised statements:</p> <ul style="list-style-type: none"> <li>Revised Duplicate Invoice/Bill Reprint fee from \$15 to \$25</li> <li>Deleted the New Service Set-up fee for electrical vehicle metering</li> </ul> <p>Added statements:</p> <ul style="list-style-type: none"> <li>Added the pass through OEB Cost Assessment Charge of \$0.35/bill</li> </ul>