

***Electronic Access Agreement for Access to Wholesale Transmission Customer Reports  
Available on British Columbia Transmission Corporation Website***

This Agreement, dated \_\_\_\_\_, is between British Columbia Transmission Corporation and \_\_\_\_\_ (the "Customer").

British Columbia Transmission Corporation will give the Customer access to the Customer's Daily Settlement Reports ("Reports") made available on the British Columbia Transmission Corporation's Website (the "Website") subject to the following terms and conditions:

1. British Columbia Transmission Corporation may, and expressly reserves the right to, change the form and content of the Website, the degree of Customer's access to the Website, and make any other changes to the Website that it sees fit, at its sole discretion.
2. The Customer acknowledges that the Website is protected under the *Copyright Act of Canada*. The Customer agrees that the Website, including patent, copyright, and trademark rights, is and will at all times remain the property of British Columbia Transmission Corporation. The Customer agrees that it has no right, title and interest in or to the Website except as expressly set forth in this Agreement.
3. British Columbia Transmission Corporation does not guarantee the privacy or security of customer information and Customer's Reports made available on the Website or sent to British Columbia Transmission Corporation on the Internet, however, British Columbia Transmission Corporation will endeavor to protect the privacy and security of customer information on the Website, by using the following measures:
  - a) Use of SSL (HTTPS) with 128 bit encryption to upload confidential Customer files to the Website.
  - b) Storage of confidential Customer files in an area of the web server that is not directly accessible with a web browser.
  - c) Use of SSL (HTTPS) with 128-bit encryption to download files from the Website to the Customer's web browser.
  - d) Authentication of Customer accesses to confidential web pages by use of username and password.
  - e) British Columbia Transmission Corporation has utilized a third party web hosting service provider, which has the following published security precautions:
    - Has implemented firewalls, cryptographic techniques and stringent internal access procedures.
    - Constantly monitors all internal systems to ensure there has been no security attack or attempted break-in.
4. British Columbia Transmission Corporation agrees to issue the Customer a username and password enabling the Customer access to the Customer's Reports stored on the Website. British Columbia Transmission Corporation will issue the username and password to \_\_\_\_\_ (person designated by the Customer to be responsible for maintaining security of the password).
5. The Customer agrees that it will be solely responsible for maintaining security of the username and password. British Columbia Transmission Corporation will not be liable for any claims, loss, or

damage, direct or indirect, that may occur as a result of use of or access to the username, password, Customer's Reports and Website by unauthorized individuals.

6. British Columbia Transmission Corporation will not be liable for any claim, action, loss, or demand, direct or indirect, which may result from the Customer's use of or access to the Website or the Customer's Reports stored on the Website.
7. British Columbia Transmission Corporation makes no warranty or representation concerning the Website or its use or function. British Columbia Transmission Corporation will not be liable for, and expressly disclaims, any other express or implied or collateral warranty whether arising by law or otherwise, including, any warranty or fitness for a particular purpose of the Website.
8. British Columbia Transmission Corporation does not guarantee, warrant, represent or undertake that the information provided on the Website is correct, accurate or current. British Columbia Transmission Corporation is not liable for and expressly disclaims any loss, claim or demand arising directly or indirectly from any use or reliance upon the information contained in the Website.
9. The Customer indemnifies British Columbia Transmission Corporation from all claims, losses, liabilities, damages and costs made or suffered by third parties, and all loss, liabilities, damages and costs suffered by British Columbia Transmission Corporation, which relate to or arise out of any breach by the Customer of any term of this Agreement, or any errors, omissions or acts of the Customer, its employees, subconsultants or agents arising out of the Customer's use of or access to the Website.
10. British Columbia Transmission Corporation or the Customer may terminate this Agreement on seven (7) days written notice to the other party. Paragraphs 5, 6, 7, 8, and 9 survive the termination of this Agreement.
11. This Agreement will be governed and interpreted in accordance with the laws in force in the Province of British Columbia.

The Customer hereby confirms its understanding and agreement to the foregoing terms and conditions.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date