

TMR BONFIRE SITE ACCESS AND PARTICIPANT AGREEMENT

This Transmission Must-Run (**TMR**) Bonfire Site Access and Participant Agreement (the **Access Agreement**) is between:

Independent System Operator operating as the Alberta Electric System Operator (**AESO**)

- and -

[please enter full legal corporate name or personal name]

an interested party having an address at

_____ (the **User**).

[Unit#, City, Prov/State, PC/ZIP, Country]

The terms of this Access Agreement shall apply and govern the User's access and use of the AESO's TMR Bonfire Site (**Bonfire Site**) including, as applicable, for the TMR Request for Proposals (**RFP**) stage.

1. If the User or any of its officers, directors, employees, representatives, partners or others associated with it in connection with the RFP (each a **User-Related Party**) takes any step or action to participate in the RFP (other than executing and delivering this Access Agreement), the User acknowledges and agrees that it will comply with and be bound by, and will ensure that all User-Related Parties also comply with and are bound by, the provisions of the RFP document which will be (or has been) issued by the AESO in respect of such RFP (such document, as amended from time to time, the **RFP Document**). Without limiting the foregoing, the User agrees to be bound by the disclaimers, limitations and waivers of liability and claims and all indemnities contained in such RFP Document.
2. The AESO grants the User non-exclusive, non-transferable and revocable access to use the Bonfire Site under this Access Agreement, as follows: (a) to access and use the Bonfire Site solely for the purposes of the RFP, including but not limited to, the submission of questions, documents and proposals in response to the RFP; and (b) to access and use the Bonfire Site in compliance with all applicable provisions of all privacy legislation and any amendments or regulations thereunder. Any other use of the Bonfire Site is strictly prohibited (except as may be permitted under a separate access agreement with the AESO). The Bonfire Site and all access accounts shall remain the property of the AESO. The User shall immediately notify the AESO of any security breach or other compromise of the Bonfire Site of which the User becomes aware. The User is responsible for ensuring that it has received any RFP documents, any addenda (as applicable) and any and all other information that may be issued by the AESO from time to time on the Bonfire Site. This Access Agreement does not in any way commit the AESO to, or make the AESO responsible for, anything whatsoever, including proceeding with an RFP stage, or any other part of the RFP.
3. The AESO will provide the User with documentation, materials and access information sufficient to enable the User to access and use the Bonfire Site as provided hereunder. The User agrees that it is responsible for maintaining user IDs, passwords and other material provided by the AESO to facilitate access to the Bonfire Site in confidence. The AESO is not responsible for any errors, improper data entry, data backup, data security, data confidentiality, data integrity or any other act of omission by the User, including but not limited to, those resulting from misuse or disclosure of passwords. The AESO may terminate a User's access to use or otherwise suspend a User's access to use the Bonfire Site to protect the User or the AESO from fraudulent activity.

4. The User shall not attempt to access or use accounts, files, data or information of other users of the Bonfire Site. In the case any such information also constitutes "personal information" as that term is defined by applicable privacy law, the User acknowledges and agrees that the User will not access, use, reproduce or disclose any such personal information, without the express prior written consent of the AESO.
5. The User agrees that the Bonfire Site is not to be considered a secure communications medium and that no expectation of privacy or confidentiality is afforded, except in the case of specific instances, as expressly set forth in the RFP documents. The AESO or a third party may monitor access to, posting or other activities on the Bonfire Site. The AESO may, in its discretion, intervene in any of the User's activities, communications or use of the Bonfire Site. The User consents to any such monitoring and intervention. Further, the User agrees not to:
 - (a) transmit or link to any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulations, including those which deal with obscene or defamatory communications, or its transmission is for the purpose of making an annoying or offensive communication to any other person;
 - (b) obstruct the Bonfire Site's identification procedures in electronic communications;
 - (c) engage in unsolicited mass distribution of any message;
 - (d) disrupt or interfere with the Bonfire Site or any service, software or functionality provided through the Bonfire Site;
 - (e) engage in any activity that could compromise the security of the Bonfire Site; or
 - (f) share or provide access to the Bonfire Site to any third party (other than the User's Representative (as defined below)).
6. The User agrees to use the Bonfire Site, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. The User also agrees not to: circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Bonfire Site; use any robot, spider, scraper or other automated means to access the Bonfire Site; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Bonfire Site; insert any code or product or manipulate the content of the Bonfire Site in any way; or use any data mining, data gathering or extraction method. In addition, the User agrees not to upload, post, email or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Bonfire Site, including any software viruses or any other computer code, files or programs. The AESO may terminate or restrict the User's access and use of the Bonfire Site if the User violates this Access Agreement or is otherwise engaged in illegal or fraudulent use of the Bonfire Site.
7. The User acknowledges that the AESO permits other users to access and use the Bonfire Site. As a condition of access to and use of the Bonfire Site, the User acknowledges that it has been informed by the AESO that unauthorized users may obtain access to the Bonfire Site, which may include but is not limited to, access to information, data or files contained therein and the User agrees that the AESO is not responsible therefor.
8. Upon:
 - (a) termination of this Access Agreement;
 - (b) completion of the purpose contemplated for this Access Agreement; or

(c) the request of the AESO,

whichever occurs first, the User shall immediately discontinue access and use of the Bonfire Site. The User acknowledges and agrees that the AESO may, upon notice to the User, terminate this Access Agreement in its sole and absolute discretion.

9. The term of this Access Agreement shall begin on the date upon which access to the Bonfire Site is first granted to the User and, unless terminated earlier in accordance with this Access Agreement, shall remain in effect until the AESO concludes the RFP.

10. ACCESS TO THE BONFIRE SITE IS GRANTED TO THE USER BY THE AESO ON AN "AS IS" BASIS AND WITHOUT REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND. ALL REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO THE USE OF THE BONFIRE SITE OR ANY THE AESO'S SYSTEMS OR FUNCTIONALITY, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY THE AESO, INCLUDING WITHOUT LIMITATION ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR FREEDOM OF ANY SOFTWARE CONTAINED IN THE SITE OR ANY OF THE AESO'S SYSTEMS OR FUNCTIONALITY FROM INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

THE AESO SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATING TO THE USER'S USE OF THE BONFIRE SITE OR THE AESO'S SYSTEMS OR FUNCTIONALITY, OR ANY OTHER PERFORMANCE OR NON-PERFORMANCE BY THE AESO OR PURSUANT TO THIS AGREEMENT (INCLUDING LIABILITY FOR TORT OR BREACH OF CONTRACT, INCLUDING NEGLIGENCE OR FUNDAMENTAL BREACH).

IN NO EVENT SHALL THE AESO'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA OR OTHER ECONOMIC LOSSES, EVEN IF THE AESO SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

TO THE EXTENT THE JURISDICTION TO WHICH THE USER IS SUBJECT DOES NOT ALLOW CERTAIN OTHER LIMITATIONS, SUCH LIMITATIONS WHICH ARE NOT PERMITTED DO NOT APPLY.

11. THE USER IS HEREBY LIABLE TO AND SHALL INDEMNIFY AND DEFEND THE AESO AND ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY FROM THE USER'S ACCESS TO AND USE OF THE BONFIRE SITE OR THAT OF ANYONE ELSE FOR WHOM THE USER IS RESPONSIBLE IN LAW.

12. This Access Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. The User agrees to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to this Access Agreement.

13. The failure of the AESO to insist upon or enforce strict performance of any provision of this Access Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the User and the AESO nor trade practice shall act to modify any provision of this Access Agreement. In the event that any portion of this Access Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the User and the AESO, and the remainder of the Access Agreement shall remain in full force and effect.

- 14. The AESO may assign its rights and obligations under this Access Agreement without notice to the User or its prior consent. The User may not assign this Access Agreement nor any of its rights and obligations under this Access Agreement without the prior written consent of the AESO.
- 15. The AESO may send the User further correspondence and information relating to the corresponding User account in electronic form only, for example via emails to the User's email address provided during registration.
- 16. The following individual is the User's representative authorized to access and use the Bonfire Site on behalf of the User (the **User's Representative**):

Name: _____

Title: _____

Phone Number: _____

Email Address for Bonfire Use: _____

The User may change the User's Representative by providing notice of such change to the AESO through the Bonfire Site signed either by the existing User's Representative or by an officer of the User.

- 17. The User confirms, represents and warrants that this Access Agreement has been duly and validly executed by it and that this Access Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

NOW THEREFORE, intending to be legally bound, the User has caused this Access Agreement to be executed by a duly authorized representative of the User with authority to legally bind the User:

[print full legal/corporate name]

By: _____
[Signature]

Name (print): _____

Title (print): _____

Date: _____
mm\dd\yyyy