

## **COMPASS USER AGREEMENT**

**Version 1 – May 8, 2018**

### **1. INTRODUCTION**

The Compass website and database ("EnergyCompass.Design", the "Website") is a service of **OWNER**, (hereafter, "Compass", "we", "us", or "our"). As used herein, all references to "Compass" means **OWNER** and its related or affiliated entities, and their respective directors, officers, representatives, employees, consultants, agents, service providers, suppliers and licensors.

EnergyCompass.Design provides restricted access to certain content and services for users of various energy stakeholders, including designers and energy modellers. Use of EnergyCompass.Design requires a User ID and password or additional authentication for access.

### **2. SCOPE OF AGREEMENT**

This Agreement governs access to, and all use of, the Compass website and database, including any downloadable material. You are bound by this Agreement when you access this and other related documents and/or our Website and until you have destroyed all content that you have downloaded from, or copied from, or submitted to our website; you are, in addition, bound by this Agreement whether you accessed, submitted, utilized, downloaded or copied the content under the terms of this Agreement or otherwise.

This Agreement is governed by an Advisory Committee to **OWNER**, comprised of representatives from key industry stakeholder groups. The Advisory Committee will oversee the implementation of the User Agreement, review any proposed changes to the User Agreement by **OWNER**, and review and recommend solutions to any user concerns over data privacy and security.

### **3. ACCEPTANCE**

Clicking the "I have read and agree to the terms of the EnergyCompass.design User Agreement" check box on the Account Registration page indicates you have read and understood the terms and conditions set out in this Compass User Agreement, and you agree to be bound by them. If you are entering into this Agreement on your employer's behalf, this Agreement applies both to you and to your employer.

### **4. DEFINITIONS**

#### **4.1 GENERAL**

"User" – Any person who creates an account to access EnergyCompass.Design.

"Firms" – User accounts are organized into Firm profiles to enable information sharing among users from the same company. All user accounts with email domains that match the Firm will be linked, and will share access to all uploaded Firm projects.

"Shared Data" – Information within the COMPASS database that is available for download by all Users, as listed in Appendix A. Shared data is limited to anonymized information, normalized data, and building characteristics that cannot be used to identify a building. These limitations include:

- No project information is disclosed, e.g. project name, address, user.
- No absolute energy values are disclosed, only intensity values, e.g. energy per unit area.
- No specific GFA or modelled floor area is released; projects are grouped by size range.
- Location is not directly disclosed; projects are grouped by region.

"Private Data" – Information within the COMPASS database that is only available to the firm that uploaded the project, as listed in Appendix A. Individual users can see the private data from all projects within the Firm's portfolio. All data points not identified as "Shared Data" are considered private data. private data can include:

- Project-specific identification, e.g. project name, address, client, location.
- Absolute or total energy values.
- Gross floor area and/or modelled floor area.

## **5. LICENCE AND ACCEPTABLE USE**

### **5.1 INTELLECTUAL PROPERTY**

Unless otherwise stated, all information – including but not limited to: data, text, graphics, images, software, code, metadata, links, audio and video files – forming part of the Website (collectively, the "Content") provided through this Website are the property of Compass or the respective suppliers of such Content. The Content is protected by copyright laws and other laws. Certain names, graphics, logos, icons, designs, words, titles, or phrases displayed in this Website may also constitute trade names, trademarks, or service marks registered in Canada, or elsewhere. The display of trademarks on the Website does not imply any license has been granted to you for their use.

### **5.2 ACCESS**

Access to EnergyCompass.Design requires a User ID and password or additional authentication. If Compass or a delegate of Compass provides you with a User ID and password, or any other means to access restricted areas of EnergyCompass.Design, you must ensure that the ID, password, or other means of access are kept strictly confidential.

### **5.3 ACCEPTABLE USE**

Creating a User account within EnergyCompass.Design grants you a non-exclusive, non-transferable, royalty-free license to access, view, download and print the Content posted on EnergyCompass.Design. You may not assign or transfer this license. You agree that you do not acquire any ownership rights in any downloaded content. You must maintain all copyright and other proprietary notices included in such Content. You will not use the Website or its Content to collect, transmit, store, or exchange any material in violation of any applicable law or regulation, including material protected by copyright, trademark, trade secret, or other intellectual property rights, without proper authorization. You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any malicious software – including, but not limited to: computer viruses, spyware, worms, Trojan horses, keystroke logs, rootkits or any other malware.

You are free to use and reference the material contained in our documents for personal or commercial purposes. You will use the Website and its Content ethically. Acknowledgement must be given to Compass in any materials, presentations, or papers associated with any intellectual property of Compass, including EnergyCompass.Design and/or other related documents and any prior versions or formats of such.

Any unauthorized downloading, re-transmission, or other copying, or modification of trademarks and/or any of the Content herein may be a violation of federal or common law, and/or trademark and/or copyright laws and may result in legal action.

### **5.4 ACCOUNT HOLDER OBLIGATIONS**

Content provided on EnergyCompass.Design may be viewed and used only for its intended purposes. EnergyCompass.Design user account holders are responsible for all activities occurring on their account and any consequences arising from those activities, or for any misuse, failure to properly use, unauthorized viewing, user or disclosure of Content, or inability to use EnergyCompass.Design, any Content contained therein, or accessed through EnergyCompass.Design.

## **5.5 RESTRICTED ACCESS**

Compass reserves the sole right and discretion to restrict access to EnergyCompass.Design (in whole or in part), disable your user ID and password, or otherwise revoke access, without notice or explanation.

## **5.6 TRANSFERABILITY OF ACCOUNTS**

User accounts, regardless of type, are not transferable between persons.

## **5.7 LINKS BETWEEN ACCOUNTS**

User accounts may only be linked to one Firm.

## **6. TERMINATION**

### **6.1 BY COMPASS**

Compass may terminate any EnergyCompass.Design user account at any time, for any or no reason, with or without prior notice, and without liability.

### **6.2 BY ENERGYCOMPASS.DESIGN USERS**

EnergyCompass.Design users cannot unilaterally terminate accounts. To terminate an account, a user must contact Compass at [admin@energycompass.design](mailto:admin@energycompass.design) with "Termination Request" in the subject line.

### **6.3 EFFECT OF TERMINATION**

The termination of your account will terminate your access to EnergyCompass.Design and all services made available to you through the website. Compass assumes no liability for the consequences of lost data as the result of terminating user accounts.

## **7. SUBMISSIONS**

In this Agreement, "submissions" refer to any materials – including, but not limited to: text, images, audio material, video material, and audio-visual material – that you submit to this Website, for any purpose. This includes project information submitted through EnergyCompass.Design functions in compliance with any applicable Acceptable Use Policies, as amended by Compass from time to time.

By submitting information to Compass, you represent and warrant that you have obtained the informed consent of those parties for the disclosure of their project information by you to Compass for use on EnergyCompass.Design. You acknowledge and agree that a portion of information will be made available to all users of this Website, as Shared Data, without compensation to you. You must not submit any content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Although Compass and its suppliers and service providers are not obligated to monitor the use of any of the products and services made available through the Website, Compass or its suppliers or service providers may do so subject to all applicable laws when they have a reasonable belief that this Agreement has been breached, is being breached or is likely to be breached.

## **8. PRIVACY AND YOUR PERSONAL INFORMATION**

Your use of EnergyCompass.Design is subject to the terms of EnergyCompass.Design Privacy Policy (link to be provided), as amended from time to time by Compass. If any information provided by you to register for an EnergyCompass.Design account changes, you will promptly update such information. Compass does not sell, rent, or lease its mailing lists to third parties except as set out in the Compass Privacy Policy.

Compass will not sell, share, transfer, or otherwise provide private data to any third parties, except as may be required by law or in the case where the data disclosed to third parties is anonymous and aggregated such that the individual building and/or building owner/manager cannot be identified. Data/information supplied voluntarily to Compass through EnergyCompass.Design may be used for other purposes than initially supplied for, but such uses shall ensure that the data/information will not identify individual buildings and/or building owners/managers.

## **9. SECURITY**

### **9.1 WEBSITE SECURITY**

You recognize and agree that:

- (1) The Internet is not a secure medium. Accordingly, the privacy of your communications (including, but not limited to communications by secure e-mail), the privacy of your visits to this Website, and the privacy of your use of Content cannot be guaranteed.
- (2) The nature of Internet communications means that your communication (including, but not limited to communications by secure e-mail service) may be susceptible to data corruption, unauthorized access, interception and delays; the Website and the Content may include incomplete information, inaccuracies or typographical errors; and Compass and any other party involved in the management of the Website may make changes to the Website and the Content at any time without notice.

### **9.2 ACCOUNT INFORMATION SECURITY**

As an account holder, you recognize and agree that you alone are responsible for the use of any password(s) and/or User ID(s) provided to you in connection with EnergyCompass.Design including any service made available to you through the Website. You will not disclose any such password(s) and/or User ID(s) to a third party. You will take all reasonable steps to protect the confidentiality of each such password and User ID. Should you become aware of or suspect any unauthorized use of any of your passwords or User IDs, you will notify Compass immediately.

## **10. DISCLAIMERS**

### **10.1 GENERAL**

Unless otherwise expressly stated, the Website and all Content are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, statutory or otherwise. Compass shall not be responsible for any detrimental reliance you may place on the Website or its Content. To the fullest extent permitted by applicable law, Compass disclaims all warranties or conditions, express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose and reasonably acceptable quality, title, non-infringement with respect to the Website any Content obtained or accessible there from, any website with which the Website is linked and any products or services made available to you in connection with the Website. The entire risk as to the accuracy and use of any of the Content available on or through the Website and the results and performance of the Content, are assumed by you. Compass does not represent or warrant that the Website or any of its Content is accurate, complete, reliable, current or secure. Without limiting the foregoing, Compass does not warrant that: the functions, information or links contained on the Website or that any Content will meet your requirements; that the Website or the Content, are fit for any particular purpose; or that the operations of the Website or its Content will be uninterrupted or error-free or accurate; that defects will be corrected; or that the Website (including the software, server(s) or other components that make up the Website), and the Content available are free of viruses, worms or other harmful components. You acknowledge and agree that you are using the Website and the Content, if applicable, at your own risk and liability.

## **10.2 CHANGES**

Compass may make changes to the methodologies, database, underlying formulas and calculations, policies and/or processes, fees, deadlines, or other item related to EnergyCompass.Design at its sole discretion at any time without notice. In addition, Compass reserves the sole right and discretion to remove or delete any material or data that has been entered and saved within EnergyCompass.Design from the website and database, partially or entirely, at any time without notice if Compass deems it incorrect, not credible or reliable, inaccurate, or ineligible to participate in EnergyCompass.Design.

## **10.3 NO ADVICE**

Use of the Content on this Website is at your own risk. The Content posted on this Website is not intended to be a comprehensive or definitive statement concerning the matters therein addressed, and should not be relied upon as such. In no way should such Content be construed as a recommendation of products or services. Additionally, search results are dependent upon the search strategies which you create, and there is no guarantee that a search has located all potentially relevant Content. You are required to exercise your own professional judgement before acting on any Content provided on this Website or on any linked sites.

## **10.4 LINKS TO THIRD PARTY WEBSITES**

Some hyperlinks ("link(s)") on the Website will connect the user to external domains/websites. Such linked websites are entirely independent from Compass and the existence of any link shall not be construed as any reflection on, any affiliation with, approval of, or endorsement by Compass of any such site/domain or entity, or its respective information, publications, products or services. Compass shall not be responsible for the contents of any site linked to EnergyCompass.Design or for any further link(s) contained in a linked site. Compass is providing these links to you only as a convenience and the inclusion of any link does not imply endorsement of the linked site or the entity or entities owning or operating such site, by Compass. When linking to a third-party site, you are leaving the privacy coverage of the Website and are subject to the privacy coverage and security of the third-party site. Compass cannot and does not guarantee that the third-party web site privacy statement is the same or contains the similar provisions as the privacy policies applicable to this Website.

## **11. LIMITATION OF LIABILITY**

Under no circumstances – including, but not limited to, negligence – shall Compass (either jointly or severally among its members) be liable for any direct, indirect, special, consequential or other damages that result from, or arise in connection with: this Agreement (or any document incorporated by reference); the Content; the use or inability to use the Website, Content, or materials accessible from or obtained through the Website, even if any entity of Compass has been advised of the possibility of such damages by you or any other party. In no event shall total liability of Compass to you for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you, if any, to access or use the Website.

## **12. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you will defend, indemnify and hold Compass harmless from and against all claims, liability, and expenses, including all legal fees and costs, arising from: (i) any material breach of this Agreement by you; (ii) your use or misuse of the Website, the Content, or any product or service available through the Website; (iii) Content submitted by you and its inclusion on the Website; and (iv) the use of any account or password by a third party, regardless of whether such use is authorized by you.

### **13. JURISDICTION AND SEVERABILITY**

You agree and acknowledge that your use of this Website, any Content, and any products or services made available to some or all of the Users of the Website through the Website shall be deemed to have occurred and taken place solely in the Province of Ontario, Canada. You further agree and acknowledge that this Agreement, and any disputes in connection or arising from with this Agreement, and document incorporated by reference in this Agreement, your use of this Website, any of its Content or any service made available to some or all of the Users through the Website, will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. If any provision of this Agreement shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable here from and will not affect the validity and enforceability of any remaining provisions.

### **14. ENTIRE AGREEMENT**

These terms and conditions and any policies, guidelines or other agreements incorporated or provided by Compass constitute the entire agreement between Compass and you with respect to your use of the Compass website and database. Notwithstanding the foregoing, any products or services which you use through EnergyCompass.Design shall be subject to all terms and conditions relating to such product or service provided to you from time to time including, without limitation, all terms and conditions posted on the Compass website and all terms and conditions delivered to you (in any manner or form) in connection with any products or services accessed or used.

### **15. SURVIVAL**

All of the provisions of this Agreement (and any documents incorporated by reference) that by their nature are intended to survive, including but not limited to disclaimers, limitations or liability and indemnifications but not warranties, shall survive termination of this Agreement and you agree to remain bound by those provisions.

### **16. AMENDMENT OF AGREEMENT**

This Agreement and any policies, guidelines, or schedules contained herein may be amended by Compass from time to time. Your acceptance of the Agreement and any policies, guidelines, or schedules contained herein, as amended, is required for your continued access to some or all of the Website or the products and services accessible through the Website. Your continued use of EnergyCompass.Design constitutes your acceptance of any changes made to this Agreement.

### **17. REASONABLENESS**

By using EnergyCompass.Design, you agree that the terms of this Agreement are reasonable. Do not use EnergyCompass.Design if you think that these terms are unreasonable.

### **18. NOTICE OF CHANGES**

Notification of significant changes to the Compass User Agreement will be provided by Compass on the Compass website or emails or other methods of communication as Compass deems appropriate. A current version of the "Compass User Agreement" is always available online for your reference. You are accountable for reading the revised terms when notified; by making a conscious decision to use Compass Services after notification you explicitly provide your consent to the then-current terms.

## APPENDIX A

### 1. SHARED DATA

Shared data is information within the COMPASS database that is available for download by all Users. Shared data is limited to anonymized information, normalized data, and building characteristics that cannot be used to identify a building.

Shared Data Point	Notes
Location	At the city-level
Tender year	
Construction year	
Building type	
Building size category	As a ranged value: <5,000 m <sup>2</sup> , 5,000-10,000 m <sup>2</sup> , 10,000-20,000 m <sup>2</sup> , or >20,000 m <sup>2</sup>
Energy use intensity	End-use breakdown, fuel-type breakdown and total energy use in kWh/m <sup>2</sup>
Energy cost intensity	In \$/m <sup>2</sup>
Greenhouse gas emission intensity	In kg CO <sub>2e</sub> /m <sup>2</sup>
Thermal energy demand intensity	In kWh/m <sup>2</sup>
Reference standard	
Energy improvement over reference	As a percent value
Window-to-wall ratio	As a percent value
Skylight-to-roof ratio	As a percent value
Gross Floor Area-to-Envelope ratio	
Enclosure thermal performance	USI and RSI-values for: Walls, above grade; Walls, below grade; Windows; Roof; and Enclosure above grade
Infiltration Rate	
Occupant density	In m <sup>2</sup> /person
Lighting power density	In W/m <sup>2</sup>
Equipment power density	In W/m <sup>2</sup>
Domestic hot water intensity	In W/person
Heating efficiency	
Cooling efficiency	
Heat recovery efficiency	
DHW heater efficiency	
Outdoor air fraction	As a percent value (outdoor air rate / supply air rate)
Fan power	In W/(L/s)
Heating load excluding outdoor air	
Heating load including outdoor air	
Cooling load excluding outdoor air	
Cooling load including outdoor air	
Plant heating capacity	
System heating capacity	
Plant cooling capacity	

## 2. PRIVATE DATA

Private data is information within the COMPASS database that is only available to the firm that uploaded the project. Individual users can see the private data from all projects within the Firm's portfolio. All data points not identified as "shared data" are considered private data.

Private Data Point	Notes
Project name	
Project address	
Version name	
Floor area	In m <sup>2</sup>
Building volume	In m <sup>3</sup>
Energy use	In kWh
Energy cost	In \$
Enclosure characteristics	Roof, skylight, wall, and window areas in m <sup>2</sup>
Occupants	People