

## ELECTRIC SUPPLIER SERVICE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between The Connecticut Light and Power Company, a Connecticut corporation with a principal place of business at 107 Selden Street, Berlin, CT (“Company”) and \_\_\_\_\_, a corporation with a principal place of business at \_\_\_\_\_ (“Supplier”).

### I. Recitals

WHEREAS, the Company is an electric distribution company as defined in section 16-1 of the Connecticut General Statutes, and as such is obligated by section 16-244i(d) to provide metering, billing and collection services (“Supplier Services”) to electric suppliers;

WHEREAS, pursuant to that obligation, the Company made a filing with the Connecticut Department of Public Utility Control (“DPUC”) ( and obtained DPUC approval of its Terms and Conditions for Electric Suppliers (“Terms and Conditions”), which apply to the provision of Supplier Services by the Company to licensed electric suppliers;

WHEREAS, the Terms and Conditions require electric suppliers to enter into a service contract with the Company for Supplier Services prior to the electric supplier’s initiation of generation service to customers, as defined therein; and

WHEREAS, the DPUC has licensed the Supplier as an electric supplier in the State of Connecticut, and the Company has agreed to provide Supplier Services to the Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement, which includes Exhibits A, B and C attached hereto and incorporated herein.

NOW THEREFORE, the parties agree as follows:

### II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall have the same meaning as defined in the Terms and Conditions. In the event of any conflict between a term defined herein and an alternate definition contained in the Terms and Conditions, the definition contained in the Terms and Conditions shall control.

### III. Term

This Agreement shall become effective as of the date hereof (“Effective Date”) and shall continue in full force and effect from month to month unless and until terminated by either party by written notice given no less than thirty (30) days prior to the desired termination date (“Termination Date”), except as provided in Sections VI and XII of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement for a reasonable period of time until the Company has

completed processing any transactions related to enrollment, billing, payment or load reporting that are outstanding on the Termination Date. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Supplier Services, as more particularly set forth in Section VII of this Agreement, only upon satisfaction, or express, written waiver by the Company, of the conditions set forth in Section IV of this Agreement.

IV. Conditions of Receiving Supplier Services

The following requirements shall be conditions to the Company's obligations hereunder:

- A. Supplier shall provide to the Company all information required in Exhibits B and C.
- B. Supplier shall obtain and maintain the necessary electric supplier's license from the DPUC.
- C. Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Generation Service in written form or in an electronic format reasonably acceptable to Company, at Company's option. Such schedule shall be provided no less than (a) ten (10) business days prior to initial customer enrollment for any such rate or a change in Supplier's existing rates, or (b) five (5) business days prior to a change in rate pricing options.
- D. Prior to customer enrollment, Supplier shall successfully complete testing with the Company of the Electronic Business Transactions ("EBT") as specified in Section 16-245-3 of the Regulations of Connecticut State Agencies (Post Licensing Filing Requirements) and the EBT Working Group Report published under the direction of the EBT Working Group (the EBT regulations and the EBT Working Group Report are collectively referred to herein as "EBT Standards").

V. Representations

Each party represents that it is and shall during the term of this Agreement remain in compliance with all applicable laws, regulations, tariffs, and the Terms and Conditions, as they may be amended from time to time.

Each party represents and warrants that the person executing this Agreement for the respective parties has authority to bind that party.

Each party represents that: (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

Each party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

VI. Supplier's Responsibilities

Supplier shall notify the Company within 24 hours in writing if its license to act as an electric supplier is revoked, suspended, terminated, or is amended by the DPUC in such a

way that it materially affects Supplier's performance under this Agreement. Revocation or non-renewal of Supplier's license shall be grounds for immediate termination of this Agreement by Company.

Supplier shall notify the Company in accordance with R.C.S.A. Section 16-244c-12 (Notice by Electric Supplier on Cessation of Business) of any event that will render Supplier or its agent unable to maintain the status with NEPOOL required to serve load. Upon such notice or upon the occurrence of such an event, the Company shall have the right to immediately switch Supplier's Customers so affected to Back-up Service.

Supplier shall update information requested in Exhibit B and C not more than five (5) business days prior to any change in information contained in Exhibit B or C.

Supplier acknowledges that Company will select and may from time to time change the value added network ("VAN") or other electronic transmission vehicle, but shall use reasonable efforts to provide notice to Supplier of any changes at least seven (7) days prior to any such change. Supplier shall be responsible for the initial testing costs of the VAN and costs of subsequent transactions as described in the Terms and Conditions.

Supplier acknowledges that the Company will not include any customer balances previously owed to Supplier prior to enrollment of said customer.

Supplier acknowledges that the Company is authorized to deny the provision of Generation Service to Customers if the Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the DPUC, including the DPUC's billing and termination regulations, until such time as the Customer is reinstated by the Company. In order for Supplier to serve such a Customer after reinstatement, Supplier must re-enroll the Customer.

During the term of this Agreement, Supplier shall be required to successfully complete additional testing of any EBT Standards implemented subsequent to the initial testing period referenced in Section IV D above, in accordance with the provisions of said EBT Standards.

## VII. Company Services and Responsibilities

In accordance with section 16-2441(c) of Connecticut General Statutes, its approved tariffs and Terms and Conditions, DPUC regulations and this Agreement, the Company shall provide the following Supplier Services:

### A. Billing Services

The Company agrees to issue a monthly bill for electric service provided to customers. The Company agrees to use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single monthly mailing to the Customer. The Company agrees to provide the Supplier with Customer usage and billing information, in accordance with the EBT Standards.

The Company shall input into its billing system, Supplier's rates and pricing options for Generation Service. Supplier rates and pricing options must conform to the rate structure in use by Company for each specific rate class service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading if possible, provided that: (1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; (2) the notification includes the old and new rates, pricing options, and

effective date; (3) upon Company's request, Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Supplier consents to the implementation of the new rate once Company has tested its billing processes.

All measured billing determinants provided by the Company will be based on Company-owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

**B. Payment Processing**

Supplier hereby authorizes the Company to process payments and apply monies in accordance with this Agreement. The Company agrees to pay the Supplier based on the terms set forth in Docket 05-08-05RE02 under section G. Payment to the Supplier is made once a month through an automated clearing house.

**C. Transaction Processing**

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

**D. Conditions of Billing**

Customers that contact the Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit B. The Company will not undertake bill investigations, Customer inquiries concerning Supplier charges, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A. Supplier shall be responsible for the reporting and payment of all taxes assessed upon Generation Service.

**E. Rendering of Bills**

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer. The Company will include Supplier information on the billing statement as outlined in R.C.S.A. section 16-245d-1.

The Company shall not include messages or inserts containing Supplier specific information.

**F. Billing Errors**

If either party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, that party shall within sixty (60) days from the date of the Customers' statement containing the error, notify the other party in writing or electronically and explain the nature of the error. Notwithstanding the foregoing, the parties acknowledge that the Company may send estimated bills to customers in accordance with DPUC regulations, and such estimated bills shall not be considered billing errors. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable,

either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier will be responsible to pay any fees for any rebilling and/or adjustment caused by Supplier error as outlined in the Terms and Conditions. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days.

G. Load Estimating and Reporting

The Company shall determine Supplier's hourly loads and report these loads to the ISO-NE in accordance with the Terms and Conditions and within the ISO reporting deadlines. In addition, upon Supplier's request, the Company shall provide Supplier with the following reports: (1) daily report of Supplier's hourly loads; and (2) monthly reconciliation of Supplier's loads (completed within the ISO reporting time frame). The Company will provide these reports to Supplier in the ISO meter reading file upload format. Upon Supplier's request, the Company shall provide an overview of the methodology used for load determination.

H. Additional Services

Additional services to be provided by Company, if any, are set forth in Exhibit A hereto.

VIII. Fees

The Company shall charge fees to Supplier as set forth in the Terms and Conditions. The Company may subtract any fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on behalf of Supplier for reimbursement to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to pay within twenty-five (25) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date is the date the bill is transmitted to the Supplier. The bill may also be transmitted electronically if agreed to by the parties in Exhibit A.

X. Nondisclosure

Neither party may disclose to any third party, including affiliates of such party, without the express prior written consent of the other party, any Confidential Information (as defined below) obtained pursuant to this Agreement. Supplier acknowledges that

Company may disclose Confidential Information of the Supplier as it deems necessary to employees and agents of the Company and/or Northeast Utilities Service Company, to assist the Company in meeting its obligations under this Agreement . As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form, that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

#### XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("Breaching Party"), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends its business operations; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of such.

No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled. These remedies shall be in addition to any other remedies permitted under the Terms and Conditions or applicable laws or regulations.

XII. Force Majeure

Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

The parties acknowledge and agree that the liability and indemnification provisions in Section 9 of the Terms and Conditions are incorporated herein by reference. For purposes of such liability and indemnification, however, the parties acknowledge and agree that nothing in such Terms and Conditions prohibits one party from impleading the other party as a third-party defendant, whether or not one or both parties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the parties only after agreement between the parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).

The parties acknowledge and agree that for purposes of Section 9 of the Terms and Conditions, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other party.

The parties expressly acknowledge and agree that the dispute resolution provision in Article XVI of this Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

Notwithstanding the availability of other remedies at law or in equity, either party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The parties agree to act in compliance with the Terms and Conditions at all times. In the event the terms of this Agreement conflict with the Terms and Conditions, the Terms and Conditions shall control.

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section VII. If the parties fail to resolve the dispute within thirty (30) days, either party may pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be Hartford, Connecticut.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as provided in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B and C. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of Connecticut without regard to the conflict of laws in effect therein.

XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the

subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. Miscellaneous

This Agreement is the entire agreement between the parties and supersedes all other agreements, communications and representations.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

This form of Agreement has been developed for use between the Company and electric suppliers, and may not be waived, altered, amended, or modified, except as provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE CONNECTICUT LIGHT AND POWER COMPANY

By: \_\_\_\_\_

Johnny D. Magwood

Title: Vice President –Customer Experience  
CCO – Northeast Utilities

Date: \_\_\_\_\_

SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**COMPANY SPECIFIC PROVISIONS**

1. Budget Options

For those customers who are enrolled under the Company budget plan, Supplier charges will be estimated and included in the monthly budget figure paid by the customer. Upon receipt of payment by the customer, the actual monthly Supplier charges will be remitted to the Supplier.

2. Summary Billing

Summary Billing will not be available to customers who choose competitive generation. Customers who enroll with a Supplier will be removed from the Summary Billing Program.

3. Holidays and Time

Any reference made with respect to time either in this Agreement or the EBT Standards is understood to be Eastern Standard Time.

Further, Supplier hourly load determination and reporting is done consistent with the ISO deadlines, observing ISO Holidays.

The Company observes the following holidays and will not receive or process electronic transaction on the following days:

|                 |                        |
|-----------------|------------------------|
| New Years' Day  | Columbus Day           |
| President's Day | Veteran's Day          |
| Good Friday     | Thanksgiving Day       |
| Memorial Day    | Day After Thanksgiving |
| Fourth of July  | Christmas Day          |
| Labor Day       |                        |

4. Sales and other Taxes

The Company will apply taxes on the Supplier's charges in the same manner as taxes are applied on the Company's portion of the customer's bill.

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automatic Clearing House within three business days of the Company's receipt of payment from the Customer.

6. Amendments

The Parties agree that this Agreement is modified as follows:

**EXHIBIT B**  
**ELECTRIC SUPPLIER INFORMATION**

**Supplier must fill this form out completely and return it to Company prior to entering into a contract for services with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.**

|                                                          |  |
|----------------------------------------------------------|--|
| <b>A. General Information</b>                            |  |
| Legal name of Supplier:                                  |  |
| d.b.a name, if applicable:                               |  |
| Supplier Address:                                        |  |
| Type of Business Entity:                                 |  |
| Supplier Customer Service phone number:                  |  |
| Tax identification number:                               |  |
| Dun & Bradstreet number:                                 |  |
| DPUC License number:                                     |  |
| <b>B. Contact Information</b>                            |  |
| Business Contact Name:                                   |  |
| Business Contact Phone:                                  |  |
| Business Contact Fax:                                    |  |
| Business Contact e-mail:                                 |  |
| Technical Contact Name:                                  |  |
| Technical Contact Phone:                                 |  |
| Technical Contact Fax:                                   |  |
| Technical Contact e-mail:                                |  |
| Notices to Supplier shall go to (name, address, e-mail): |  |
| <b>C. Invoice Information</b>                            |  |
| Invoicing Name                                           |  |
| Invoicing Address                                        |  |
| <b>D. Billing/Banking Information</b>                    |  |
| Name of receiving bank:                                  |  |

|                                          |  |
|------------------------------------------|--|
| Address of bank:                         |  |
| Routing and Transit number (ABA number): |  |
| Bank Account Number:                     |  |
| Checking or Savings account:             |  |
| <b>E. Value Added Network (VAN)</b>      |  |
| Name of VAN provider:                    |  |
| ISA Qualifier:                           |  |
| ISA ID:                                  |  |

**EXHIBIT C**  
**NEPOOL INFORMATION**

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>ISO-NE Load Asset Information</b>                                                  |  |
| Pool Participant: Y___ N___                                                           |  |
| If no, provide the name of Pool Participant holding the load:                         |  |
| Asset Number (if available):                                                          |  |
| Asset Name (if available):                                                            |  |
| Asset Registration Contact Name:                                                      |  |
| Asset Registration Contact Phone:                                                     |  |
| Asset Registration Contact Fax:                                                       |  |
| Asset Registration Contact e-mail:                                                    |  |
| Estimated load transfer:<br>(kW demand)                                               |  |
| Effective date for reporting of loads against this asset:<br>(mm/dd/yyyy)             |  |
| Ending date for reporting of loads against this asset (if available):<br>(mm/dd/yyyy) |  |
| Hourly Loads Contact Name:                                                            |  |
| Hourly Loads Contact Phone:                                                           |  |
| Hourly Loads Contact Fax:                                                             |  |
| Hourly Loads Contact e-mail:                                                          |  |

NOTE: As of January 1, 2000, the Supplier is entitled to enroll Customers using one Supplier Identifier (currently a single Supplier Dun & Bradstreet number) and, therefore, load associated with CL&P retail sales will be reported to ISO-NE via one load asset number. The New England Meter Reader Forum and the EBT Working Group is exploring the means for enabling Suppliers to have more than Supplier Identifier and/or more than one asset number. At such time that is feasible, the Supplier may establish additional Supplier Identifiers and/or asset numbers consistent with EBT Standards.