

**NORTHEAST UTILITIES SERVICE COMPANY  
PURCHASING DEPARTMENT  
E-BUSINESS  
TRADING PARTNER AGREEMENT**

1. **SCOPE:** This Trading Partner Agreement, dated as of \_\_\_\_\_, (“Agreement”) governs the exchange of business documents and data between Northeast Utilities Service Company, a Connecticut Corporation, as agent for Northeast Utilities and its affiliates, with offices at 107 Selden Street, Berlin, CT 06037 (“NUSCO or Utility”) and \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_ (“Trading Partner”) through the electronic exchange of business data using a point-to-point connection or a value added network either directly or through a third party (collectively “E-Business”).
2. **PURPOSE:** Utility and Trading Partner will facilitate business transactions by electronically transmitting and receiving business documents and data rather than by exchanging paper documents. Utility and Trading Partner intend that contracts formed by electronically transmitting data and documents will be as enforceable as contracts formed by exchanging paper documents. Nothing in this Agreement precludes Utility and Trading Partner from entering into contracts by exchanging paper documents.
3. **SYSTEM OPERATIONS:**
  - 3.1. Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliably transmit, receive and control documents.
  - 3.2. Each party will periodically test and monitor its equipment and software to ensure that it is adequate to reliably transmit, receive and control documents
4. **STANDARDS:** Technical operational details necessary to implement the E-Business relationship contemplated herein such as defining transaction standards and sets and selection of third party networks shall be mutually agreed upon and followed by the parties in good faith using commercially reasonable efforts.
5. **TRANSMISSION:**
  - 5.1. The parties will transmit documents directly (direct dial) or through a third party value added network (“VAN”) or by other means mutually agreed upon in advance (such as the internet or Web). Either party may request modification of the electronic communication mechanism upon 30 days written notice or as the parties may mutually agree. All changes in format require mutual agreement to ensure that both parties are capable of transmitting/receiving such formats.
  - 5.2. Each party will be solely responsible for the costs of any communication providers with which it contracts.
  - 5.3. Each party will be liable to the other for the acts or omissions of its communication providers while transmitting, receiving, storing or handling documents. If both parties use the same communication provider, the

originating party will be liable to the other for the acts or omissions of the communication provider related to that document

6. **SIGNATURES:** Use of E-Business transactions will be deemed for all purposes to constitute a “signature” and will have the same effect as a signature on a written document.
7. **GARBLED TRANSMISSIONS:** If any properly transmitted document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received document) in a reasonable manner. In the absence of such a notice, the originating party’s records of the contents of such document shall control, except in the event the identity of the originating party cannot be determined from the receiving document.
8. **TRANSACTION SECURITY:** Each party is solely responsible for the selection, implementation, and maintenance of appropriate security products, tools, test and procedures sufficient to meet its requirements for protecting its programs and data from improper access, loss, alteration, or destruction. Each party will use appropriate care to maintain the confidentiality of transactions and the data referenced in the same secured manner as is would maintain for paper documents of like kind and importance and consistent with its obligations in the document(s) containing the terms and conditions of the business relationship between the two contracting parties.
9. **DOCUMENT RETENTION:** Each party will retain all E-Business transactions for at least four weeks after concluding all E-Business transactions between the parties but not less than the longest period mandated by any related agreements between the parties or for any period mandated by applicable law.
10. **DOCUMENT RECEIPT AND ACCEPTANCE:** No document will give rise to any obligation until it is accessible at the receiving party’s computer. Where applicable and as agreed upon by both parties, the receiving party will promptly transmit a functional acknowledgment (i.e., ANSI X12 transaction set 997) in return. Alternative forms of transmission exchange logs will suffice, depending up the E-Business solution implemented. Applicable logs or acknowledgments will be conclusive evidence that the document has been properly received.
11. **UNDERLYING AGREEMENTS TERMS AND CONDITIONS:**
  - 11.1. This Agreement may be an attachment to and/or incorporated by reference in the document(s) and agreement(s) containing the terms and conditions of the business relationship between the two contracting parties that may include purchase transactions subject to Utility’s general and special terms and conditions and other documents referenced in the applicable purchase order.
  - 11.2. During the terms of this Agreement, in the event that a purchase order is issued electronically by Utility to the Trading Partner which neither incorporates nor makes any reference to any General Terms & Conditions, the General Terms and Conditions attached hereto as Exhibit A will govern and apply to such transaction.

## 12. ENFORCEABILITY AND ADMISSIBILITY

- 12.1. Any document properly transmitted pursuant to this Agreement will be deemed for all purposes: (1) to be a 'writing ' or 'in writing' and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.
- 12.2. Any document signed and transmitted pursuant to this Agreement will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed. Documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.
- 12.3. The conduct of the parties pursuant to this Agreement, including the use of documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

13. **INCIDENTAL AND CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for any special, incidental or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any transaction set pursuant to this Agreement.

14. **NATURE OF AGREEMENT:** This Agreement is not a joint venture or partnership agreement. Neither party will have a right or obligation to share profits or losses arising out of the efforts of the other party. This Agreement does not express or imply any commitment to enter into any other agreement or to purchase or sell goods or services.

15. **MODIFICATION:** This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

16. **APPLICABLE LAW:** This Agreement will be governed and construed in accordance with the substantive law of Connecticut.

17. **TERMINATION:** Either party may terminate this Agreement only, by giving the other party thirty (30) days written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to documents transmitted before the effective date of the termination.

18. **RELEASE OF INFORMATION:** Neither party shall, without securing the prior written consent of the other party, publicly announce the existence of this Agreement, any **E-Business** transactions or network access, or advertise or release any publicity in regard thereto. This provision shall survive termination of this Agreement.

19. **CONFIDENTIALITY:** Documents and other communications related to the transactions contemplated by this Agreement shall maintain the same confidential or non-confidential status (whichever is applicable) as they would have in the form of paper records and as contemplated by the related agreements in which this

agreement is referenced and attached. Unless otherwise expressly agreed to in writing to the contrary, all information contained in any Document shall be disclosed to Utility on a non-confidential basis and may be used and/or disclosed by Utility without restriction.

20. **FORCE MAJEURE:** No party shall be liable for any failure to perform its obligations under this Agreement, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitations, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

21. **WARRANTY**

21.1. Any E-Business advice services are provided by NUSCO without warranty of any type, express or implied. NUSCO makes no other warranty.

21.2. NUSCO SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY E-BUSINESS ADVICE OR SERVICE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF INFORMATION, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. **SEVERABILITY:** Any provisions of this Agreement which are determined to be invalid or unenforceable will be ineffective to the limited extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

23. **ENTIRE AGREEMENT:** This Agreement and the Exhibit constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

**Northeast Utilities Service Company**

**Trading Partner:**

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

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

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

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

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

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

**EXHIBIT A**

**NUSCO PURCHASE ORDER TERMS AND CONDITIONS –  
REVISED FEBRUARY 2007**

Set forth below are the applicable terms and conditions unless different and additional ones are stated or referenced elsewhere in the Purchase Order (“PO”) issued to the Trading Partner (“Seller”). Additional or conflicting terms and conditions in Seller’s confirmation hereof are hereby expressly rejected and excluded from the contract offered. The execution of the Trading Partner Agreement which references these terms and conditions shall be deemed as acceptance of these terms and conditions in the absence of any other terms and conditions between Seller and Utility (“Purchaser”).

1. **Acceptance of Offer** - Seller’s shipment of goods (parts, tools, materials, or equipment) or commencement of services shall be deemed an effective mode of acceptance of Purchaser’s offer to purchase on the express terms and conditions contained in the PO. If the PO shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained in the PO. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any terms of this offer in Seller’s acceptance is hereby rejected, but such proposal shall not operate as a termination of the PO unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration thereof, and the terms of the PO shall be deemed accepted by Seller without said additional or different terms.
2. **Purchaser** - The “Purchaser” under the PO is NUSCO, as defined below, as agent for the company or companies listed in the “Primary Ship To” block on the first page of the PO. Northeast Utilities Service Company, a Connecticut corporation (“NUSCO”), acts as purchasing agent for subsidiaries of Northeast Utilities, a public utility holding company, and affiliated organizations. In no event shall any subsidiary of Northeast Utilities or affiliate of the Northeast Utilities Holding Company system, other than NUSCO and/or the company or companies listed in the “Primary Ship To” block on the first page of the PO, be bound by or liable under the PO.
3. **Contracts; Notices** - Unless Seller receives written notice to the contrary, Seller shall be entitled to deal only with NUSCO, except as may otherwise be specified with respect to billing and payments under the PO. Any notice or other communication given or furnished, or any action taken by NUSCO, as the case may be, making reference to the PO and given, furnished or taken in accordance herewith, shall be deemed to be notice given or communication furnished or action taken by the company or companies listed in the “Primary Ship To” block on the first page of the PO.
4. **Terms of Payment** - Purchaser shall pay each invoice or provide written notice of objections within 60 days of the later of receipt of invoice or acceptance of the goods or services.
5. **Returns** - Purchaser reserves the right to return at Seller’s expense any over shipments or items that deviate from the requirements of the PO.
6. **Changes** - Purchaser has the right to require Seller to make changes or additions (“Changes”) to the goods or services that are of the character of the goods or services ordered hereunder to the extent such Changes are within the general expertise of Seller. All Changes shall be effective only upon Purchaser’s issuance of a written change order.
7. **Approval of Specification and Designs** - Approval of Seller’s specifications, designs, plans, drawings or procedures (“Plans”) by Purchaser shall in no way reduce or modify Seller’s obligation to meet the requirements of the PO. By such approval Purchaser in no way assumes any part of Seller’s responsibility for acceptable Plans or for the satisfactory performance of resulting goods furnished or services provided in accordance with the Plans.

8. **Indemnity/Insurance** - Seller shall indemnify and hold Purchaser, its parent, officers, employees, agents and affiliates harmless from and against any and all claims, liability, damages, losses, fines, penalties, actions or proceedings, costs and expenses or every type whatsoever (including without limitation, injury to employees, agents, subcontractors, or those under Seller's control, attorneys' fees and expenses and costs of litigation) arising from or in any way related to Seller's provision of goods and/or services pursuant to the PO. Seller shall obtain, and maintain at its expense, insurance of the type and in the amounts specified on the face of the PO. In the absence of such specification, Seller shall obtain and maintain at its expense, such insurance as will insure the provisions of this Section including, without limitation, claims for products liability and workers compensation. Seller shall provide Purchaser with written evidence of such insurance.
9. **Infringement** - If any goods or services provided by Seller infringe upon third party rights, Seller shall, at its expense, promptly procure all rights for Purchaser's continued use of the goods or services or replace the goods or services with equivalent goods or services which do not infringe upon third party rights.
10. **Independent Contractor/Seller's Responsibilities** - Seller, its agents, subcontractors, employees, and those under its control shall perform all activities under the PO as independent contractors and shall not be deemed to be employees or agents of Purchaser for any purpose whatsoever. No act or order of Purchaser relating to the PO shall be deemed to be the exercise of supervision or control of the performance of services under the PO. None of the other benefits provided by Purchaser to its own employees, including but not limited to workers' compensation, unemployment insurance, health insurance, and pensions are available from Purchaser to Seller, its agents, employees, subcontractors or those under its control. Seller shall at all times be responsible for its acts or omissions and those of its employees, subcontractors, and those under its control.
11. **Safety/Site Rules** - Seller shall comply with Purchaser's safety and site rules during the term of the PO. Seller shall provide goods and services in such a manner as to fully cooperate with Purchaser's forces and to minimize disruption to Purchaser's operations. All persons employed by Seller, its agents, subcontractors, or under its control ("Workers") shall be instructed in and familiar with safety and health rules and regulations. When performing work in close proximity to Purchaser's employees, Purchaser's safety and health rules apply. All workers who work in the vicinity of energized conductors or equipment shall be instructed by seller in approved methods of artificial resuscitation before beginning work. Upon request, Seller shall furnish Material Safety Data Sheets (MSDS) for any product to be used in the work. No product for which an MSDS has been requested shall be used until the MSDS has been reviewed by Purchaser.
12. **Termination for Failure to Perform** - If Seller fails to perform or breaches any term of the PO, Purchaser shall have the right to terminate the PO in whole or in part upon two (2) days written notice to Seller and obtain the goods or services to be purchased hereunder from another vendor with any costs exceeding the costs set forth in the PO to be paid by Seller. If Purchaser terminates the PO as set forth above, Purchaser shall not be liable to Seller for any sums regardless of whether Seller has incurred costs in attempting to fulfill the PO.
13. **Termination for Convenience** - Purchaser may, for any reason, terminate the PO for convenience. Purchaser shall give written notice of such termination to Seller specifying the effective date of such termination. Seller shall cease deliveries of goods and/or the provision of services hereunder as of the effective date. Seller shall settle the liabilities and claims arising out of the termination of subcontracts and orders. Upon request of Purchaser, Seller shall transfer title and deliver to Purchaser any completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights of Seller. When terminated for convenience, Purchaser shall pay Seller the cancellation charge specified on the face of the PO, or in its absence, (i) a percentage of the price under the PO equal to the percentage of the work completed or goods supplied up to the date of termination and (ii) direct costs of Seller (excluding profit and after best efforts to mitigate costs) of cancellation.

14. **Information** - Seller shall provide Purchaser, without restriction on use, all information necessary to install, operate, maintain, and repair the goods provided under the PO. Purchaser shall own the copyright to any copyrightable works prepared for and delivered to Purchaser as part of the performance of the PO. Seller's personnel having access to Purchaser's information systems shall abide by Purchaser's information security rules.
15. **Warranty** - In addition to Seller's express warranties, Seller warrants that all goods and services shall be of merchantable quality and fit for the particular purpose for which they will be used. Seller further warrants that the goods and services shall be free from defects in title, workmanship, and materials for a period of not less than two (2) years from date of final payment by Purchaser.
16. **Advertising** - Seller shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to Purchaser, the relationship between the parties or the goods or services provided under the PO without prior written approval of Purchaser.
17. **Waiver** - No waiver by either party of any of its rights for a particular event of default by the other shall be deemed to be a waiver of any other event of default or of any other rights or remedies under the PO. Purchaser's acceptance of different or nonconforming goods shall not be construed as a waiver of any of Purchaser's rights or remedies under the PO or under applicable law.
18. **Assignment** - Seller shall not assign, delegate or subcontract the PO or any part thereof without Purchaser's prior written consent. Purchaser shall have the unrestricted right to assign the PO in whole or in part without Seller's prior written consent.
19. **Compliance with Law** - Seller shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders respecting the goods and services provided under the PO, including Executive Order 13201 (29 CFR Part 470).
20. **Priority of Documents** - In the event of conflict among documents referred to in the PO, the order of priority shall be: 1) the terms appearing on the face of the PO; 2) any special conditions supplied by Purchaser; 3) these PO Terms and Conditions; 4) any technical specifications supplied by Purchaser; 5) any drawings supplied by Purchaser; 6) any remaining documents referred to on the face of the PO.
21. **Risk of Loss** - Unless otherwise specified by Purchaser, risk of loss for all goods provided pursuant to the PO shall not pass to Purchaser until the goods have been put into Purchaser's possession and have been accepted by Purchaser.
22. **Right to Audit** - Purchaser shall have the right at all reasonable times and at its expense to inspect and audit the books and records of Seller insofar as they pertain to the charges payable under the PO as set forth in invoices furnished hereunder.
23. **Rights and Liabilities of Principals** - All benefits, protections, indemnifications and other rights in favor of Purchaser under the PO shall also benefit, protect and indemnify the principals hereunder, in accordance with this section.
24. **Applicable Law** - The validity, construction, interpretation and performance of the PO shall be governed in all respects by the laws of the State of Connecticut, and both Purchaser and Seller expressly consent to the exclusive jurisdiction of a state or federal court located in the State of Connecticut in any action to enforce the PO.
25. **Hazardous Waste** - In keeping with Purchaser's Pollution Prevention Strategy, Seller shall provide to Purchaser's Representative or designee a written description of and justification for the use of any products or processes in the performance of the PO that may result in the generation of hazardous waste, as defined in Title 40 of the Code of Federal Regulations, part 261 (40 CFR 261). Such justification must identify, prior to the start of the work under the PO and to the satisfaction of Purchaser's Representative or designee, the practices used to minimize such

generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

- a. Seller shall ensure the environmentally responsible management of any hazardous wastes that result from performing the work under the PO. Seller shall comply fully with all state and federal environmental laws and regulations pertaining to the management of such wastes. Seller is solely responsible for the proper identification, documentation, handling, storage, minimization, processing and recycling of all such wastes. Unless otherwise indicated, Purchaser shall be responsible for manifesting, transporting and removing from Site all such wastes. Seller shall be liable for any and all costs incurred by Purchaser, at Purchaser's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- b. Seller and its Subcontractors shall indemnify Purchaser, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including employees of Seller and any Subcontractor) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Seller, its Subcontractors, agents, or employees related to or involving hazardous waste generated during the performance of the PO. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such hazardous waste by Seller, its subcontractors, transporters, recyclers, or any treatment, storage or disposal facility used by Seller or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such hazardous waste.
- c. Where applicable, Seller agrees to use the EPA identification number assigned to the Purchaser Site at which Seller is working. The use of such EPA number shall not constitute assumption of environmental liability by Purchaser. In the event Purchaser has no EPA number for the Site in question, Seller shall apply for a temporary number.
- d. No chemical consumable product may be delivered without written pre-approval by the Purchaser's Representative or designee in the manner provided in the first paragraph of this Article 25. As a condition precedent to such pre-approval, Seller shall identify to Purchaser's Representative any and all chemical consumable products that will be used in performing the Work. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the PO. Purchaser's consideration of Seller's request shall involve the products' health and safety hazards, environmental hazards, potential for degrading Purchaser's systems or components, and potential for creating a hazardous waste. A substitute product may only be used following the receipt of express written permission by the Purchaser's Representative. Seller is solely responsible for any costs or expenses incurred by Purchaser as a result of Seller's use of a product that has not been specifically authorized.
- e. Following completion of the PO, Seller shall identify to Purchaser's Representative all wastes that it reasonably believes constitute hazardous waste. Final classification of such waste shall be at the sole discretion of Purchaser's Representative. Unless directed otherwise by Purchaser, Seller shall promptly remove any and all equipment and consumables from the Site. In the event that Seller fails to complete such removal in a timely fashion following completion of the PO, Purchaser may, at its sole discretion, retain any such material as property of Purchaser or arrange for its removal at the sole expense of Seller. Such expenses to be borne by Seller include, without limitation, the costs of laboratory testing, storage fees, processing, treatment,

transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all hazardous waste shall be effected by Purchaser, at Seller's sole expense, as provided in Section (a).

- 26. Electronic Delivery Of Information.** In performing Services pursuant to the PO, Utility and/or Contractor may wish to exchange business data or information electronically using a point-to-point connection or a value added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Utility employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Utility and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor elects to transmit information or documents relating to this Contract using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Contract and the attached NUSCO E-Business Trading Partner Agreement.
- 27. No Gifts Or Inducements.** Contractor warrants and represents to Utility that neither it nor its employees or agents have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Utility for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Utility for any purpose and shall ensure that no employee or agent of Contractor offers and such gifts, payments or inducements.