

## ELECTRIC SUPPLIER SERVICES MASTER AGREEMENT

This Electric Supplier Services Master Agreement (“Master Agreement”) made this day of [EVERSOURCE TO INSERT DATE] \_\_\_\_\_, 20\_\_\_\_, between Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire corporation with a principal place of business at 780 N Commercial Street, Manchester, NH (“Eversource” or “the Company”) and \_\_\_\_\_, a corporation with a principal place of business at \_\_\_\_\_ (“Supplier”).

### I Basic Understandings

Under the Terms and Conditions for Suppliers which is an integral part of the Company’s delivery service tariff approved by the New Hampshire Public Utilities Commission (“NHPUC”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and recommendations made by the Electronic Data Interchange Working Group report (referred to herein as the “EDI Standards”), made effective by NHPUC Order No. 22,919 and other applicable regulations of the NHPUC, the Company has the authority and obligation to offer services to competitive suppliers of electricity. The Company agrees to provide services to Supplier as specifically selected by the Supplier in accordance with the Terms and Conditions, EDI Standards, both incorporated herein by reference, and the terms of this Master Agreement.

Exhibit A, attached hereto and incorporated herein by reference, specifies the Supplier information required before the Company will provide Supplier Services to the Supplier.

Exhibit B, attached hereto and incorporated herein by reference, specifies additional information necessary for the provision of services under this Master Agreement.

Exhibit C, attached hereto and incorporated herein by reference, contains pricing parameters for Services under this Master Agreement some of which are determined by Terms and Conditions of the Company’s delivery service tariff and some of which are not specified in those Terms and Conditions. Each time the Terms and Conditions are changed by order of the Public Utilities Commission and each time the Supplier and the Company agree to new pricing parameters for Services which are not specified in the Terms and Conditions, a new Exhibit C will be issued and incorporated herein.

## II Definitions

Any capitalized terms used in this Master Agreement and not defined herein shall be as defined in the Terms and Conditions or EDI Standards.

## III Term

This Master Agreement shall become effective on the date last signed below ("Effective Date") and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than thirty (30) days prior to the desired termination date, except as provided in Sections VI and XI of this Master Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Master Agreement until the completion of processing any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that the Company will provide Company Services as set forth in Section VII only upon satisfaction of, or express, written waiver of the requirements of Section IV of this Master Agreement.

## IV Conditions Precedent

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

- A Supplier shall provide all information requested in Exhibits A and B attached hereto.
- B Supplier shall register, obtain and, at all times, maintain the necessary licensing or certification from the NHPUC.
- C Supplier shall either: (i) be an ISO-NE Market Participant with an ISO-NE settlement account; or (ii) have an agreement in place with an ISO-NE Market Participant member whereby that member agrees to include the load to be served by the Supplier in its ISO-NE settlement account.
- D Supplier shall take all steps necessary to remain in good financial standing.
- E Prior to initiation of supplier service covered under this Master Agreement, the Supplier shall have completed all Master Agreement requirements including, but not limited to, testing of the EDI process between the Company and Supplier.

Failure to abide by the above requirements shall excuse further performance by the Company, notwithstanding the requirements of Section XI of this Master Agreement, unless and until the above conditions are satisfied.

## V Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, NHPUC regulations, and the terms of this Master Agreement during the term of this Master Agreement. Each person executing this Master Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

Each Party represents that: (a) it has the full power and authority to execute, deliver, and perform this Master Agreement; (b) the execution, delivery, and performance of this Master Agreement have been duly authorized by all necessary corporate or other action by such Party; (c) this Master Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms; (d) that no third party consent or approval that has not already been obtained is required for the execution of this Master Agreement, the performance of its obligations hereunder, or the consummation of the transactions contemplated herein; and (e) there is no claim, litigation or proceeding pending or threatened against it that purports to effect the legality, validity, or enforceability of this Master Agreement.

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

## VI Supplier's Responsibilities

The Supplier agrees that it desires to receive the services enumerated in Section VII of this Master Agreement at the rates contained in the Terms and Conditions as they may be revised from time to time or in Exhibit C. Supplier agrees to pay the Company's invoices for services rendered in a timely manner. Supplier agrees to provide all information necessary to the Company to fulfill the Company's obligations under this Master Agreement.

The Supplier shall notify the Company within 24 hours in writing if its license to act as a Competitive Supplier is acted upon by the NHPUC or ISO-NE in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Supplier's license shall be grounds for immediate termination of this Agreement by the Company.

To the extent reasonably practicable, Supplier shall notify the Company no less than forty-eight (48) hours prior to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe the Company has no knowledge, and that will render Supplier or its agent unable to maintain Supplier's status with NEPOOL required to serve load. Upon such notice, by the Supplier or ISO-NE, or upon the occurrence of such an event, the Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs with an effective date of the Customer's last meter reading date. Such switch may include accounts that may be identified as pending transfer from Supplier to another provider. Supplier shall hold harmless, indemnify and defend Company regarding any associated costs and third-party claims related to such switch, and the Supplier shall be responsible to pay any reasonable Company costs incurred due to the required switch of Customers to Default Service.

If Supplier, or its Market Participant member, has cured a Default at ISO-NE and has subsequently registered new load assets at ISO-NE, and is a licensed Supplier in the State of New Hampshire, Supplier may reinitiate the actions set forth in subsection IV above to begin serving customers again. If Supplier's Electronic Data Interchange ("EDI") provider has changed, Supplier will also be required to complete testing of the electronic transactions. Customer enrollments on new assets will be effective no sooner than 30 days from the effective date of the asset retirements due to the previous Default.

Supplier shall be responsible for reviewing and confirming the accuracy of all data provided to, or made available for, inspection to Supplier by the Company during the load estimation, load reporting, billing and other processes described in this Master Agreement and/or ISO-NE's Rules.

Supplier acknowledges that the Company will select, and may from time to time change, the value added network ("VAN") or other electronic data transmission vehicle. The Company acknowledges the benefit to both the Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, the Company will not change the VAN or other electronic data transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days' notice of any such change. Supplier shall be responsible for the initial testing costs of the VAN or other electronic data transmission vehicle and all costs of subsequent EDI transaction transmissions as described in the Terms and Conditions and the EDI Standards.

Supplier acknowledges that the Company is authorized to deny Supplier Service to Customers if the Company has terminated such Customer's Delivery Service in accordance with the rules and regulations of the NHPUC, 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, as to any EDI Standards implemented subsequent to the initial testing period referenced in Section IV C above, Supplier shall be required to successfully complete testing of said standards in accordance with the EDI Standards.

#### VII Company Services and Responsibilities

All services covered by this Master Agreement shall take effect not less than 30 days from the effective date of this Master Agreement, provided the conditions in Section IV have been satisfied by the Supplier. At the Company's option, services may begin in less than 30 days.

## A Billing Services

### 1 Standard Billing Service Option

Under the Standard Billing Option, Supplier agrees to separately bill Customers for the cost of Supplier Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. The Company agrees to provide Supplier with Customer usage information, in accordance with the EDI Standards. All measured billing determinants provided by the Company will be based on Company-owned metering, except as may be agreed to in a subsequent agreement.

The Company agrees to provide consolidated billing service as described below to Supplier at the rate specified for Billing and Payment Service in the Terms and Conditions. Once an agreement for provision of consolidated billing service is effective, the Supplier can specify on a customer by customer basis which customers it wants to receive consolidated billing service from the Company.

### 2 Basic Consolidated Billing Service Option

Basic consolidated billing service includes reading the customer's electric meter on a billing cycle basis, calculating billing determinants, applying such billing determinants against the Supplier rate and price option specified for each customer in the EDI enrollment or subsequent change transaction, incorporating the resulting Supplier charges with the Company's delivery service charges into a single consolidated bill, mailing such consolidated bill to the customer, processing payments received from the customer, allocating such payments between the Company and Supplier accounts receivable, transmitting payments allocated to Suppliers on a daily basis and transmitting all required EDI transactions resulting from such billing and payments in accordance with the EDI Standards. All measured billing determinants will be based on Company-owned metering, except as agreed to in a separate agreement. Payments received shall be applied in the manner and priority set out in the Company's tariff.

Supplier related information required by NHPUC guidelines or other applicable rules to be sent to customers shall be included with the consolidated billing. The Company reserves the right to specify the presentation methodology and other characteristics such as size

or weight which will be included as part of the basic billing service. Supplier rates and pricing options must be supported by meters in place and the Company's billing systems. No more than one supplier rate and pricing option can be effective during a customer's monthly billing cycle.

Supplier warrants that for each and every residential and small commercial customer account subject to consolidated billing Supplier has obtained the customer's express consent, by any means permitted by applicable NHPUC rules or precedents, to authorize the Company to disclose to the Supplier, on a periodic basis, the status of the customer's account with the Company as either subject to: (a) a budget billing plan with the Company; (b) a payment plan with the Company; or (c) neither a budget billing nor a payment plan with the Company. Supplier further represents and warrants that it shall provide written documentation of any authorization required herein, at the request of the Company.

Subject to obtaining consent referenced above, the Company agrees to disclose to Supplier, either through an EDI transaction or other monthly electronic transaction, whichever is more suitable to the Company, whether each customer of Supplier is, at the time of the communication, on: (a) a budget billing plan with the Company; (b) a payment plan with the Company; or (c) neither a budget billing nor a payment plan with the Company. Supplier agrees that any information so disclosed shall be used for no purpose other than determining the status of Supplier's customers as described herein.

Supplier agrees that any failure to obtain consent, or to provide proof of such consent upon request, shall constitute a material breach of this Master Agreement and Supplier further agrees that it shall indemnify the Company for any claims or damages arising from such breach, including reasonable attorney's fees and costs incurred in association with responding to such breach.

### 3 Rates Maintenance and Error Correction Service

The Company shall provide rates maintenance and error correction service at the rate specified in the Terms and Conditions. Such service shall include but not be limited to initial entry of Supplier rates and pricing options into the Company's electric billing systems, maintaining changes to Supplier rates and pricing options and calculating and processing Customer billing adjustments due to Supplier's errors in pricing.

#### 4 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 Customer's statement containing the error, notify the other Party in writing or electronically and explain the nature of the error. 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. Notwithstanding the foregoing, the parties acknowledge that the Company may, from time to time, send estimated bills to customers in accordance with NHPUC guidelines and regulations, and such estimated bills shall not be considered billing errors. 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 EDI Standards and the Terms and Conditions. Supplier will be responsible to pay any fees, as filed with and approved by the NHPUC, for any rebilling and/or adjustment caused by Supplier error. 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. The Company shall not be required to adjust any errors as described in this Section VII.4 unless the Company has received written notice and supporting documentation from Supplier within sixty (60) days from the date of the Customer's statement detailing such error and the corresponding adjustments required to be made to Customer's accounts, and failure to provide such notice and documentation within that sixty (60) day period shall constitute a waiver of any claim by Supplier associated therewith.

#### B Collection Services

The Company conducts various collection activities to encourage Customers to pay amounts due to the Company for delivery service. To the extent allowed by PUC rules or other regulations, the Company agrees to employ consistent collection activities to encourage payment of Supplier amounts due for energy service. Supplier acceptance of collection services shall be mandatory where the Supplier has elected to receive



consolidated billing service. The Company shall provide collection services at the rate specified in the Terms and Conditions.

Collection activity by the Company on behalf of the Supplier will terminate 60 days after Supplier's relationship with the Customer terminates through the Customer switching to another Supplier or to default service for any reason or the Supplier transmitting an EDI drop transaction to the Company. An EDI transaction informing the Supplier of such collection activity termination and the Supplier accounts receivable balance will be sent to the Supplier. At that point, the Company's responsibility for all collection activities related to the Supplier accounts receivable shall terminate and Supplier shall have sole responsibility for all subsequent collection activity.

C Supplier Customer Service

The Company agrees to provide customer service to Suppliers who have elected to receive consolidated billing services. Supplier customer service shall include responding to customer inquiries about Supplier balances, Supplier rates and price options used to calculate the Supplier portion of the bill, allocation of payments to Supplier accounts receivable and the processing of EDI enrollment, change or drop transactions.

Customers that contact the Company concerning the billed amount for Supplier Service or any other Supplier issue other than described above will be referred to Supplier's customer service number identified in Exhibit B. The Company will not undertake bill investigations, inquiries concerning Supplier charges, collection activities on Supplier charges, or the settlement of billing disputes on behalf of Supplier. For both Standard Billing and Consolidated Billing Options, Supplier shall be responsible for the reporting and payment of any taxes assessed upon Supplier Service.

Supplier customer service provided by the Company shall be provided only to Supplier's customers within the Company's service area, shall be limited to inbound calls only and expressly excludes all outbound telemarketing calls to existing or potential Supplier customers or inbound responses to Supplier marketing campaigns.

Suppliers electing to receive supplier customer service shall be responsible for establishing a separate toll-free number routing into the Company's automatic call distribution switch. Supplier shall be responsible for all costs associated with initiation and

ongoing charges of such toll-free number. Calls received shall be answered on a first come, first served basis. If the Company is experiencing significant outages, completion of customer calls may be deferred until the outages are fixed.

While the charges for this Supplier customer service are defined in the Terms and Conditions for Suppliers Section of the Company's delivery service tariff and reflected in Exhibit C to this Master Agreement, such Section also allows the Company and Supplier to negotiate an annual per customer fee for Supplier customer service.

D Interval Data and Metering Services

The Company agrees to provide the following services which are limited to Customers who are receiving service under the Company's Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B. All time interval data will be provided in 30 minute intervals.

The Supplier is responsible for obtaining the customer's authorization to release its meter data to the Supplier, and Supplier shall maintain the confidentiality of the customer's information. The Supplier may not sell or provide this information, in whole or in part, to any other party.

1 Interval Data Access Service

The Company shall provide kilowatt-hour (KWH) and kilovar-hour (KVARH) interval data that has been collected by the Company and validated for accuracy on a monthly basis in an electronic format to the Supplier. Requests for historical interval data will also be completed in an electronic format to the Supplier. Rates to be charged to the Supplier for such interval data access service are specified in the Terms and Conditions.

2 Load Pulse Outputs Service

The Company will acquire and install equipment to allow the Supplier to have access to load pulse output from the Company's metering equipment at the rate specified in the Terms and Conditions. The Supplier shall be responsible for providing and connecting its own devices to the load pulse output and for retrieving such information from the devices.

### 3 Extended Metering Services

The Company shall provide “read only” telephone access to the Company’s metering equipment allowing the Supplier to retrieve interval data directly from the meter through the Supplier’s own software at the rate specified in the Terms and Conditions. The Supplier shall arrange for the installation and ongoing charges associated with the phone service necessary to access the Company’s metering equipment.

### 4 Special Request Services

By mutual agreement, the Company may install metering or communications equipment requested by the Supplier providing it does not interfere with the operation of the Company’s equipment. Such equipment must meet the Company’s standards and requirements and will be owned, controlled and maintained by the Company. The Supplier shall bear all costs associated with the new equipment review and approval process as well as the installation, ownership and maintenance of such equipment.

## E Customer Load Analysis

The Company shall provide Customer load analysis at the rate specified in the Terms and Conditions to the Supplier if requested, but only as provided further in this Section. The Customer load analysis shall include, but not be limited to, aggregation of interval demands for multiple metering points and determination of demand and energy usage for varying on-peak and off-peak periods which may differ from the Company’s standard for such periods. The results of the analysis will be provided to the Supplier in an electronic format.

The Supplier is responsible for obtaining the Customer’s authorization to release this information, and Supplier is required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to any other party.

## F Determination of Supplier Loads (Estimation)

The Company shall determine Supplier’s hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions, and ISO-NE Rules. In addition, upon Supplier’s written request as indicated in Exhibit B, the Company shall provide Supplier with the following reports: (1) daily report of Supplier’s aggregated hourly loads; and (2)

monthly reconciliation of Supplier's aggregated loads (completed once the Company has read Customers' meters). The Company will provide these reports to Supplier in a format designated by the Company and reasonably acceptable to Supplier. Upon Supplier's request, the Company shall provide the methodology used to calculate transmission and distribution line losses and unaccounted for energy.

The process of Supplier load estimation and data reporting involves statistical estimating, reporting, settlement and other activities. The Company shall not be responsible for any estimating, reporting, settlement or other types of errors associated with or resulting from this process, and the Company shall not be liable to Supplier or any third party for any costs or losses that are associated with or result from any such errors. Supplier is responsible for checking and ensuring the accuracy of all such data.

#### VIII Fees

The Company may charge fees to Supplier as set forth in the Terms and Conditions for Suppliers section of the Company's delivery service tariff as it may be amended from time to time and approved by the NHPUC. For services which are not delineated in the Company's delivery service tariff, fees shall be negotiated and specified in Exhibit C to this Master Agreement. The Company shall have the right to subtract fees that Supplier owes to the Company, and that are sixty (60) days or more past due, from amounts the Company collects on behalf of Supplier before transmitting such amounts to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

Notwithstanding the above, for those Suppliers electing to use the Company's consolidated billing service, in the event of a Supplier default at ISO-NE or other event rendering the Supplier unable to provide Supplier Service to customers in the Company's service territory, including, but not limited to, suspension or revocation of its license by the NHPUC, the Company shall, without further notice, have the right to set off any amounts owed to the Company by the Supplier from any funds that would otherwise be transmitted to the Supplier as of the date of the default or event.

#### IX Billing and Payment for Services

Bills for services provided by the Company under the terms of this Master Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt. Failure of Supplier to

pay within twenty-five (25) days of the postmark date on the bill shall result in the Company retaining any amounts due from revenues received by the Company collected on behalf of Supplier. In the event that such revenues are insufficient to pay any amounts remaining due after such revenues are retained by the Company, the unpaid balance shall be subject to a late payment charge calculated at the rate of 1.5% per month on the total outstanding balance due commencing from the date said bill was postmarked. The bill may also be transmitted electronically if agreed to by the parties. The electronic transmission date shall be considered the postmark date of the bill.

X Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Master Agreement to any third party, including affiliates of the Company and the Supplier, without the express prior written consent of the other party. Supplier acknowledges that Company may disclose Confidential Information as it deems necessary to employees and agents of Eversource Energy Service Company, the Company's service company affiliate, or its successor Service Company, to assist the Company in meeting its obligations under this Master 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, suppliers for either party, 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 Master Agreement or from a party who was under an obligation of confidentiality to the other party to this Master 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. Supplier shall, upon termination of this Agreement or at any time upon the request of the Company, promptly return or destroy all Confidential Information of the Company 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 order or injunction to prohibit such disclosure.

#### XI Termination

Notwithstanding anything to the contrary elsewhere in this Master Agreement, any party, by written notice to the other party ("Breaching Party"), may terminate this Master Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Master Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (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 Master 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 breach.

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 limitation or waiver of any other remedies to which either party is legally entitled, including any right to set off.

#### XII Force Majeure

Neither party shall be considered in default under this Master 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 not caused by the affected party's fault or negligence, 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 Master Agreement.

### XIII Liability and Indemnification

The Company and Supplier shall indemnify, defend, and hold the other and their respective affiliates, and the directors, officers, employees and agents of each of them, harmless from and against all damages, costs (including attorney's fees), penalties and liabilities, in tort, contract or otherwise, resulting from claims of third parties arising from, or claimed to have arisen from, any action of the other party conducted pursuant to this Master Agreement. 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 Master 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 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 Paragraph XV of this Master 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 Master 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 Master Agreement by the other party.

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

#### XIV Terms and Conditions

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

#### XV Dispute Resolution

Disputes hereunder shall be reduced to writing and sent 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 Master Agreement in good faith, unless this Master Agreement has been suspended or terminated as provided in Section VII. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be Manchester, New Hampshire.

#### XVI Notice

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

#### XVII Governing Law

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



#### XVIII Enforceability

In the event that any portion or part of this Master 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 Master Agreement may assign any of its rights or obligations under this Master 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 Master Agreement shall relieve the assigning party of any of its obligations under this Master Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Master Agreement to a subcontractor provided that the party subcontracting 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 Master Agreement is the entire agreement between the parties and supersedes all other agreements, communications, and representations. This Master Agreement may be amended by written agreement of the parties. 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.

IN WITNESS WHEREOF, the Parties have caused this Electric Supplier Services Master Agreement to be executed by their duly authorized representatives as of the date above.

SUPPLIER

Signature: \_\_\_\_\_

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

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

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

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE  
D/B/A EVERSOURCE ENERGY

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_\_

**EXHIBIT A**  
**SUPPLIER INFORMATION**

**A supplier must provide the Company all of the information requested below prior to entering into a contract for services with the Company or providing Supplier Services to any of the Company's customers. A failure to provide all information will render the Company unable to provide services for Supplier.**

1. Legal name of the supplier
2. Type of Business Entity
3. Supplier Dun & Bradstreet number
4. Supplier Tax Identification number
5. Supplier Contact for Legal Notices - Name, telephone number, fax number and e-mail address
6. Supplier General Contact - Name, telephone number, fax number and e-mail address
7. Supplier EDI technical Contact - Name, telephone number, fax number and e-mail address
8. Supplier ISO Load Contact - Name, telephone number, fax number and e-mail address
9. Date Supplier attended a New Hampshire supplier training session
10. Supplier's NHPUC supplier license number if available
11. Format and size of Supplier's account numbers
12. Name of Supplier's Value Added Network (VAN) provider
13. Supplier VAN ISA Qualifier
14. Supplier VAN ISA ID
15. Name of the NEPOOL Participant in whose ISO-NE Load Asset the Supplier's load will be served
16. Load Asset ID Number
17. Estimated Load Transfer (kW Demand)
18. Estimated Transfer Date

## EXHIBIT B

Information to be supplied by Supplier for provision of Supplier Services

1. Name of receiving bank for payment receipts

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2. Bank routing and transit number (ABA number)

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3. Supplier bank account number

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4. Is the account a checking or savings account?

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5. Address where billings for services should be sent

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6. Name, address, telephone number, fax number and e-mail address of primary contact for resolution of billing payment questions and notices.

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## EXHIBIT C

### Services Specified in Terms and Conditions for Suppliers

Billing and Payment Service	Required
Rates Maintenance and Error Correction Service	Required
Collection Services	Required
Supplier Customer Service	Optional
Load Pulse Outputs Service	Optional
Extended Metering Service	Optional
Special Request Services	Optional
Customer Load Analysis	Optional

Rates for services not specified in Terms and Conditions for Suppliers to be decided upon by the Supplier and the Company.