

**COMPETITIVE ELECTRIC SUPPLIER SERVICE AGREEMENT
FOR BILLING SERVICES AND FOR THE PURCHASE OF
ACCOUNTS RECEIVABLE
WESTERN MASSACHUSETTS ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

This Agreement made this ____ day of _____, 20__, between Western Massachusetts Electric Company, a Massachusetts corporation with a principal place of business at 1 Federal Street, Springfield Massachusetts, doing business as Eversource Energy (“Company”) and _____, a _____ corporation (“Competitive Supplier”), with principal place of business at _____. The Company and the Competitive Supplier are also individually referred to herein as a “Party” or collectively as “Parties”.

I. Basic Understandings

Under the Massachusetts Electric Industry Restructuring Act of 1997, the Company's Terms and Conditions for Competitive Suppliers approved by the Department of Public Utilities ("MDPU") (the MDPU is the successor agency to the Department of Telecommunications and Energy) as in effect and revised from time to time (referred to herein as the "Terms and Conditions"), and applicable regulations of the MDPU, Company has the authority and obligation to perform services for Competitive Suppliers of electricity. The Terms and Conditions, in Section 3C.5, require the Competitive Supplier to enter into a service contract with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Competitive Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

This form of Agreement has been developed for use between Company and Competitive Suppliers, and may not be waived, altered, amended, or modified, except as provided herein. Exhibits A, B and C, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions or as stated in the MDPU’s regulations at 220 C.M.R. §§11.00 et seq.

“Account(s) Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchased hereunder, calculated in accordance with Section 8.B of the Company’s Terms and Conditions.

“Additional Assurance Amount” shall mean the amount due and owing by the Competitive Supplier to the Company under this Agreement as of the date of the Company’s issuance of a demand for the same.

“Affiliate(s)” shall mean with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition the term "control" (including the terms "controlling," "controlled by" and "under common control with") of a Person means the possession, direct or indirect, of the power to vote 10% or more of the Voting Stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account Receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on day other than a Business Day, such performance date shall be the next succeeding Business Day.

“Collateral” shall have the definition as provided in Article VI hereof.

“Creditworthy” shall mean a credit rating of “BBB-” or better (as assigned by Standard & Poor’s Financial Services LLC (“S&P”) and its successors, or “Baa3” or better (as assigned by Moody’s Investors Service, Inc. (“Moody’s”) and its successors).

“Customer” shall have the same definition as is provided in the Terms and Conditions.

“Distribution Service” shall mean the delivery of electricity to a Customer by the Company.

“Generation Service” shall mean the sale of electricity to a Customer by a Competitive Supplier, including capacity and ancillary services such as the provision of reserves and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that such products can be billed using the Standard Complete Billing Service platform.

“Holidays” are as follows: New Year’s Day; Martin Luther King Day; President’s Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the MDPU, as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the

Program as approved by the MDPU, and as in effect from time to time.

“Qualified Bank” – A major U.S. commercial bank or the U.S. branch office of a major foreign bank, in either case, whose senior unsecured debt obligations have been rated at least (A) “A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (B) “A-” by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s but not both, provided that such institutions shall have assets totaling not less than USD ten billion (\$10,000,000,000).

“Security Interest” shall mean the collateral for all obligations of the Competitive Supplier to the Company pursuant to this Agreement as referenced in Article VI hereof.

“Standard Complete Billing Percentage” shall mean the amount to be deducted from the payment to Supplier for Generation Service as specified in paragraph 8B of the Company’s Terms and Conditions.

“Terms and Conditions” shall mean the Company’s Terms and Conditions for Competitive Suppliers, as approved by the MDPU from time to time.

“Unbilled Accounts Receivable” means the amount of Competitive Supplier's Generation Service revenue and associated charges to be determined by Company under Article 7 of this Agreement based upon the applicable billing price determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) for Generation Service which has been rendered to Customers but which remains unbilled until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective on the date hereof ("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 sixty (60) days prior to the desired termination date, subject to approval of the MDPU except as provided in Sections III, VI and XII of this Agreement. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until completing the processing of any transactions that are outstanding at the time of termination. Notwithstanding the Effective Date, Competitive Supplier acknowledges that Company will provide Company Services as set forth in Section VII only upon satisfaction or express, written waiver of the requirements of Section IV of this Agreement.

Notwithstanding anything to the contrary elsewhere in this Agreement or in the Company’s Terms and Conditions, any Party, by written notice to the other Party (the “Breaching Party”), may terminate this Agreement upon fifteen (15) days’ notice, 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 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 Agreement or the Terms and Conditions; provided however, except as otherwise stated in this Agreement, that any such breach occurring hereunder in Section 3 may be cured 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 waiver of any other remedies to which either Party is legally entitled.

IV. Conditions Precedent

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

A. Competitive Supplier shall provide all information requested in Exhibits B and C attached hereto.

B. Competitive Supplier shall register and obtain the necessary licensing from the MDPU.

C. The Company shall confirm that the Competitive Supplier is Creditworthy. In the event that Competitive Supplier is not Creditworthy, the Competitive Supplier shall provide credit support to the Company in an amount equal to the Additional Assurance Amount within three (3) Business Days after the Company's request. Such credit support shall be: (i) a letter of credit issued by a Qualified Bank in a form acceptable to the Company, which will allow the Company to draw on the letter of credit up to the full amount of the Additional Assurance Amount, or (ii) such other credit support that is reasonably acceptable to the Company, which for the purposes of this section may include a parent guaranty from a Creditworthy entity, at any time during the Term of this Agreement.

D. If Competitive Supplier elects to utilize the Standard Complete Billing Services from the Company, Competitive Supplier shall furnish: (1) for a custom rate, which is provided to the Company at the time of enrollment, the custom rate in the enrollment request to the Company; and (2) for a non-custom rate, to 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, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Competitive Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

E. Prior to Customer enrollment, Competitive Supplier shall successfully complete testing with the Company of the Electronic Business Transactions ("EBT") as specified in the EBT Working Group Report and any other, applicable EBT Working Group standards published under the direction of the EBT Working Group (i.e. on the EBT Working Group Website or its successor) (all of which together with the EBT are referred to as "EBT Standards" herein).

F. Except for Standard Passthrough Billing, the Competitive Supplier has granted to the Company the Security Interest as stated in Section VI hereof, and has provided documentation in a form and substance acceptable to the Company demonstrating the grant and ongoing effectiveness of that Security Interest.

V. Representations

Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and MDPU regulations during the term of this Agreement.

Each person executing this 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 Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; (c) this 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 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 Agreement.

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.

Competitive Supplier warrants that it has good rights in, and the power to, transfer the Collateral and assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Competitive Supplier warrants that its title to the Collateral and the Accounts Receivable (excepting the Security Interest granted to the Company) is free of all adverse claims, liens (including without limitation, tax liens), security interest and restrictions on transfer or pledge and are not and will not be subject to any other valid or existing billing, collection, or financing instrument, and have not been billed and will not be collected by or for the benefit of any other party except Company.

Competitive Supplier warrants that the Collateral and Accounts Receivable are and will remain free from any and all liens (including, without limitation, tax liens), claims, encumbrances, security interests and restrictions on transfer or pledge, and that no Collateral or Accounts Receivable will be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Collateral and Accounts Receivable, Competitive Supplier warrants that: (i) the Collateral and the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers, and Competitive Supplier is not in breach of any of those agreements, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set-off or credit, and (iii) there are no defenses, offsets or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.

VI. Competitive Supplier's Responsibilities

Competitive Supplier shall notify Company in writing within twenty-four (24) hours if its license to act as a Competitive Supplier, as provided in the MDPU's regulations, is acted upon by the MDPU in such a way that it materially affects Competitive Supplier's performance under this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's license shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its license to act as a Competitive Supplier, as provided in the MDPU's regulations, throughout the term of this Agreement, and shall provide evidence of the same to the Company on an annual basis.

Competitive Supplier shall notify Company no less than forty-eight (48) hours prior to an event reasonably within Competitive Supplier's knowledge whereby (i) Competitive Supplier fails or would be unable to maintain the license referenced in the preceding paragraph, or (ii) Competitive Supplier or its agent fails or would be unable to maintain the status with ISO-NE required to serve the Customers. Upon such notice or the occurrence of such an event, Company shall have the immediate right to switch Competitive Supplier's Customers to the applicable Default or Basic Service Rate under the Company's tariffs, and the Competitive Supplier shall hold harmless, indemnify and defend the Company regarding any associated costs and third-party claims related to such switch.

Competitive Supplier shall update information requested in Exhibit B five (5) business days prior to any change in information contained in Exhibit B.

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

Competitive Supplier acknowledges that Company will not include Competitive Supplier's preexisting balances on Standard Complete Billing for newly enrolled Customers.

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

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

As collateral for all obligations now existing or hereafter arising from Competitive Supplier to Company, Competitive Supplier hereby grants to Company a first priority perfected security interest in all the following property of Competitive Supplier, wherever located, whether now owned, hereafter acquired, or created, and all proceeds and products thereof: (a) all Accounts Receivable purchased by the Company under this Agreement; and (b) all unbilled Accounts Receivable to be purchased by Company under this Agreement (collectively, the "Collateral").

The Competitive Supplier shall execute and deliver to the Company such additional assurances and instruments as requested by the Company regarding the Collateral and the Accounts Receivable, and as otherwise required to effectuate the provisions of this Agreement.

Competitive Supplier shall be authorized by the Company to place a security interest on the Accounts Receivable from the Company to the Competitive Supplier associated with the purchase by Company of the Competitive Supplier's Accounts Receivable.

VII. Company Services and Responsibilities

A. Billing Services

Company agrees to offer two billing services to Competitive Supplier: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. All measured billing determinants provided by Company will be based on Company-owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

1. Standard Complete Billing Service

In accordance with the provision of the Standard Complete Billing Service Option, Company agrees to issue a single bill for electric service. Provided that the Competitive Supplier has provided the required billing rates to the Company on a complete and timely basis, the Company agrees to use the rates and pricing options supplied by Competitive Supplier to calculate the Competitive Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Competitive

Supplier with Customer usage and billing information, in accordance with the EBT Standards and as specifically provided in Section 8B 2 of the Terms and Conditions. The Company agrees to send a “payment/adjustment” detail spreadsheet on a monthly basis to the Competitive Supplier, in accordance with the EBT Standards and Terms and Conditions.

Company shall input Competitive Supplier's rates charged and pricing options for Generation Service. Competitive 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 Competitive Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading, provided that: (1) Competitive 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, Competitive Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Competitive Supplier consents to the implementation of the new rate once Company has tested its billing processes.

2. Standard Passthrough Billing Service

In accordance with the provision of the Standard Passthrough Billing Service Option, Competitive Supplier agrees to separately bill Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer. Company agrees to provide Competitive Supplier with Customer usage information, in accordance with the EBT Standards and the Terms and Conditions.

3. 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 adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

4. Conditions of Billing

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

5. Rendering of Bills (Standard Complete Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Competitive Supplier Generation Service. These statements will be included as

part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Competitive Supplier's toll free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the MDPU or as provided in Exhibit A.

6. 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 Competitive 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. Notwithstanding the foregoing, the Parties acknowledge that the Company may send estimated bills to customers in accordance with DPU 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 Competitive Supplier, the Company will, upon Competitive 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 Competitive Supplier affirmatively chooses, the Competitive Supplier may submit a rate pricing option correction as provided by the EBT Standards and the Terms and Conditions. Competitive Supplier will be responsible to pay any fees, as filed with and approved by the MDPU for any rebilling and/or adjustment caused by Competitive 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.A.6 unless the Company has received written notice and supporting documentation from Competitive 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. Load Estimating and Reporting

Company shall determine Competitive Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions. In addition, upon Competitive Supplier's written request as indicated in Exhibit C, Company shall provide Competitive Supplier with the following reports: (1) daily report of Competitive Supplier's aggregated hourly loads; and (2) monthly reconciliation of Competitive Supplier's aggregated loads (completed consistent with the applicable ISO-NE resettlement timelines and requirements). Company will provide these reports to Competitive Supplier in a format designated by the Company and reasonably acceptable to Competitive Supplier. Upon Competitive Supplier's request, the Company shall

provide the methodology used to calculate transmission and distribution line losses and unaccounted for energy.

C. Additional Services

Additional Services provided by Company are set forth in Exhibit A hereto.

VIII. Purchase of Receivables

A. Competitive Supplier agrees to sell and Company agrees to purchase each existing and future Account Receivable for Customers on Standard Complete Billing Service as of the Billing Date in respect of such Account Receivable, and in consideration of such purchase Competitive Supplier grants to Company a security interest in the Collateral as stated in Section VI hereof. The methodology for purchasing a Competitive Supplier's existing Accounts Receivable is presented in Exhibit A. As of the Billing Date, title to such Account Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable, and shall not seek to collect in any manner such amount from any Customer. Any Accounts Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or setoff by Competitive Supplier. Company shall have the right to endorse the name of Competitive Supplier on any and all remittances by Customers received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal or other agencies associated with the Accounts Receivable including without limitation payments for heating or other financial assistance.

B. Payment by Company. Company shall remit to Competitive Supplier the Accounts Receivable Purchase Price on a timetable consistent with the average payment period, pursuant to the Company's Terms and Conditions, Sec. 8B. The Company shall send a monthly "payment/adjustment" spreadsheet to each Competitive Supplier to notify the Competitive Supplier the amount at which the Company will purchase the Competitive Supplier's Accounts Receivable. The payment to Competitive Suppliers shall be made monthly consistent with the combined average payment period of the Company's Customer Classes. The Company agrees to pay the Competitive Supplier the Accounts Receivable Purchase Price. The amount at which the Company will purchase the Competitive Supplier's Accounts Receivable will be calculated in the manner set forth in Section 8B of the Terms and Conditions. At the time the Competitive Suppliers' Accounts Receivables are purchased, the Company will reclassify the Accounts Receivables from Competitive Supplier's Accounts Receivables to a Company Accounts Receivable. Payment to Competitive Supplier shall, at Company's option, be either by (a) Automated Clearing House ("ACH") or (b) Electronic Funds Transfer ("EFT"). Except for the number of days provided in this section, Company reserves the right to modify the payment procedure under this Article to accommodate any Company operational and/or system changes upon DPU approval and thirty (30) days' prior written notice to Competitive Supplier.

C. Competitive Supplier Statements/Reports. Company will provide Competitive Supplier with necessary statements/reports through an electronic format in accordance with the EBT Standards.

D. Netting. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Agreement through netting, in which case all amounts owed by each Party to the other Party may be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, such Party shall pay such sum in full when due.

E. The Competitive Supplier shall upon the request of the Company provide documentation and information regarding any Accounts Receivable sold to the Company to the extent required by the Company; (i) to verify the billing information provided by the Competitive Supplier, or (ii) to collect from a Customer the charges associated with that Account Receivable.

IX. Fees

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

X. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Competitive Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Competitive Supplier to make payment 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 Competitive Supplier. The bill may also be transmitted electronically if agreed to by the Parties in Exhibit A.

XI. Low-Income Customers

In accordance with M.G.L. c. 164 §1F94)(i), applicable regulations, and the EBT Standards, Company guarantees payment to Competitive Supplier for Customers billed under Standard Passthrough Billing Service for all power sold to each Customer served on the Company's filed Low-Income Rate(s). The guaranteed payment to Competitive Suppliers using the Passthrough Billing Service option shall be calculated as indicated in Article 11.

Competitive Supplier agrees to cease Generation Service with such Customers prior to the request for payment on the guarantee. The guaranteed payment amount shall be calculated in

accordance with this Agreement and the Terms and Conditions using the lower of: (1) the Default or Basic Service price; (2) Competitive Supplier's price as billed; or (3) such other billing price that is determined appropriate by the MDPU, for the three most recent Company monthly billing periods for the Customer. Competitive Supplier agrees to assign to Company all amounts payable by such Customers for which Competitive Supplier exercises its option to receive guaranteed payment from the Company. If the Customer makes a payment to the Competitive Supplier after the Competitive Supplier receives a payment from the Company on the guarantee, and such payment results in a credit balance on the Customer's account with the Competitive Supplier, Competitive Supplier must repay that balance, up to the guaranteed amount, to the Company.

Competitive Supplier shall retain such specific records for two (2) years from the date of payment on the guarantee as may be required to support the validity of its requests for payment on the guarantee. Company may request the production of such documents to allow for a review of the guaranteed payment process. Such documents shall be produced by Competitive Supplier within ten (10) business days of such request.

XII. Nondisclosure

Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including Affiliates of such Party, without the express prior written consent of the other Party. Each Party acknowledges that the other Party may disclose Confidential Information as it deems necessary to employees and agents of its Company or Affiliates to assist its 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, Competitive 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 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 a reasonable standard 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.

XIII. 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 provided that: (i) such failure is not caused by the affected Party's fault or negligence; (ii) is caused by factors beyond the Party's reasonable control; and (iii) 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. In no event will the failure to satisfy a contract, tariff or ISO-NE requirement constitute a force majeure event.

XIV. Liability and Indemnification

The Parties acknowledge and agree that the liability and indemnification provisions in Section 10 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 10 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 agree that the Competitive Supplier's indemnification obligations are limited solely to Section 10 of the Terms and Conditions and pursuant to Section 10 of the Terms and Conditions include Liabilities associated with: (a) Competitive Supplier's acts or omissions regarding the Accounts Receivable or billing determinants provided by Competitive Supplier; (b) Competitive Supplier's failure to remit to the appropriate taxing jurisdiction any sales and use taxes; (c) any other agreement or understanding alleged to have been made with Competitive Supplier in connection with any of the transactions contemplated by this Agreement; and (d) any inaccuracy in any document or affidavit provided to Company under this Agreement or other breach of any representation or warranty or affidavit made by Competitive Supplier in this Agreement. The Parties agree that a Party's obligations pursuant to Section 10 of the Terms and Conditions include Liabilities associated with: (a) a failure by a Party to satisfy its obligations

under this Agreement; and (b) all costs and expenses, including reasonable fees and expenses of counsel and other advisors, associated with any costs or losses incurred by Company in connection with the Liabilities.

The Parties further agree that the Company's indemnification obligations to Competitive Supplier pursuant to Section 10 of the Terms and Conditions are limited solely to Section 10 of the Terms and Conditions and that Section 10 of the Terms and Conditions shall be subject to, and does not alter or in any way modify or nullify any limitations on the Company's liabilities pursuant to other Company tariffs or terms and conditions of service, including, but not limited to Company's Terms and Conditions for Distribution Service. Moreover, pursuant to Section 9E of the Terms and Conditions, the Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Supplier for any costs that are associated with such estimating errors.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, each Party's liability under this Agreement shall be limited to direct damages and in no event shall any Party hereto shall 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 limitations: contract, tort, M.G.L. c. 93A, strict liability, or negligence; provided that the foregoing limitation shall not apply to claims by third parties subject to an indemnification obligation.

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.

XV. Terms and Conditions

The Parties agree to act at all times in compliance with the approved Terms and Conditions which are incorporated herein by reference. In the event that the terms of this Agreement as executed or amended conflict with the Terms and Conditions, the Terms and Conditions shall control and prevail.

XVI. Dispute Resolution

The Parties expressly acknowledge and agree that the dispute resolution provision contained in this Agreement shall apply to any and all disputes between them, including without limitation, those disputes that arise as a result of either of the Parties being named as a defendant in a the primary action or being named as a third-party defendant by a defendant in a the primary action. 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 accordance with the terms and conditions incorporated herein by reference. 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. In addition, either Party may seek judicial relief in the state or federal courts of Massachusetts.

XVII. 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 Competitive 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.

XVIII. Governing Law

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

XIX. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, in violation of 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.

XX. 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 Competitive Supplier shall take effect until the assignee has met the requirements of Section IV hereunder as determined by the Company in its sole discretion. 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 the 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.

XXI. Miscellaneous

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

This Agreement and any provision thereof may only be amended by written agreement signed by both of the Parties.

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

This Agreement shall be binding upon and inure to the benefit of each Party and its respective legal representatives, successors, and permitted assigns and shall survive any acquisition merger, reorganization or other business combination to which it is party.

This Agreement is solely between the Parties and is not intended to confer any rights whatsoever on any third parties.

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 Agreement to be executed by their duly authorized representatives as of the date above.

COMPETITIVE SUPPLIER

By _____

Name _____

Title _____

Date _____

WESTERN MASSACHUSETTS ELECTRIC
COMPANY d/b/a EVERSOURCE ENERGY

By _____

Name _____

Title _____

Date _____

EXHIBIT A
COMPANY SPECIFIC PROVISIONS

1. Budget Options-Complete Billing Only

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

2. Summary Billing

Summary Billing will not be available to customers who choose the Complete Billing option. Customers who enroll for the Complete Billing option 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 Prevailing Time.

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

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

New Years' Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

4. Sales and other Taxes

The Company will apply taxes on the Competitive 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 Competitive Supplier by way of Automatic Clearing House on a timetable consistent with the average payment period, pursuant to the Company's Terms and Conditions, Section 8B.

6. Fees

The Company reserves the right to establish and charge fees for any services that are provided to Competitive Supplier by the Company in furtherance of this Agreement. Competitive Supplier reserves the right to dispute such charges and/or claim that such charges are inconsistent with the MDPU's approved Terms and Conditions, or are otherwise not in accordance with law.

7. Purchasing of Existing Accounts Receivable

- The Competitive Supplier will be notified of the risk assigned to its commodity Accounts Receivable as of the last day of the month prior to the Effective Date.
- The Company will purchase all existing Accounts Receivable on the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program, as described in the Terms and Conditions and as approved by the MDPU.
- The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism, as described in the Terms and Conditions and as approved by the MDPU.

EXHIBIT B
ELECTRIC COMPETITIVE SUPPLIER INFORMATION

Competitive 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 Competitive Supplier.

A. General Information

Legal name of Competitive Supplier:
d.b.a. -name, if applicable:
Competitive Supplier Address:
Type. of Business Entity:
Competitive Supplier Customer Service
Phone number:
Tax identification number:
Dun & Bradstreet number:
DPU License number:

B. Contact Information

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 Competitive Supplier• shall go to (name, address, e-mail):

C. Invoice Information

Invoicing Name
Invoicing Address

D. Billing/Banking Information

Name of receiving bank:
Address of bank:
Routing and Transit number (ABA 1
number:
Bank Account Number:
Indicate Checking or Savings account:

E. Value Added Network (VAN)

Name of VAN provider:
ISA Qualifier:
ISA ID:

EXHIBIT C
LOAD ASSET INFORMATION

1. Name of the ISO-NE Participant in whose ISO-NE Load Asset the Competitive Supplier's load will be served

2. Load Asset Number (if available)_____
3. Competitive Supplier Contact Name and phone number

4. Competitive Supplier Contact facsimile number

5. Competitive Supplier Contact e-mail address _____
6. Estimated Load (kW Demand)_____
7. Estimated Effective Date (mo/day/year)_____
8. Competitive Supplier Load Estimation Reports, if requested
Check to receive _____ daily, _____ monthly, both _____
and provide an e-mail contact information
