

## ENERGY SERVICE SUPPLIER AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Liberty Utilities (Granite State Electric) Corp., d/b/a Liberty, a New Hampshire corporation with a place of business at 15 Buttrick Road Londonderry, NH 03053 (“Company”), and [insert supplier name], a with a principal place of [insert supplier address](“Supplier”).

### I. Basic Understandings

Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law, the New Hampshire Municipal Aggregation Law (RSA 53-E), the administrative rules of the New Hampshire Public Utilities Commission (“PUC”) and of the New Hampshire Department of Energy (“DOE”), and the Company’s Terms and Conditions for Suppliers (“Terms and Conditions”) approved by the PUC to perform certain services for Suppliers. Company and Supplier enter into this Agreement regarding the provision of such services, and Company agrees to provide services to Supplier in accordance with the terms of this Agreement.

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

### II. Definitions

Capitalized terms used in this Agreement which are not otherwise defined shall have the meanings set forth in this section. Any capitalized terms used but not defined in this Agreement shall be as defined in the Puc 2000 rules or in the Company’s Tariff on file with the PUC.

“Community Power Aggregation” or “CPA” shall have the definition that is in the Tariff.

"Competitive Electric Power Supplier" or “CEPS” shall have the definition that is in the

Tariff.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Default Energy Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving Energy Service from a Supplier.

"DOE" shall mean the New Hampshire Department of Energy.

"Distribution Company" or "Company" shall mean Liberty Utilities (Granite State Electric) Corp., d/b/a Liberty.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company pursuant to the Tariff.

"EBT Standards" shall have the definition that is in the Tariff.

"Energy Service" shall have the definition that is in the Tariff.

"Enrollment period" shall mean, for a particular Customer, the period of time during which a Supplier may submit an enrollment transaction to a Distribution Company for initiation of Energy Service concurrent with the start of the Customer's next billing cycle.

"ISO-NE" shall have the definition that is in the Tariff.

"PTF" shall mean pool transmission facilities included in the ISO-NE Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission, as may be amended from time to time.

"Non-PTF" shall mean transmission facilities which do not constitute ISO-NE PTF.

"PUC" shall mean the New Hampshire Public Utilities Commission.

"Service Area" shall mean the service area described in the Tariff, and as determined by the PUC.

"Settlement Account" shall mean the account utilized by ISO-NE to determine Market Participants' settlement obligations, as set forth in the ISO-NE Market Participant Service Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

"Supplier" have the definition that is in the Tariff.

"Tariff" shall mean the Company's Tariff for Retail Delivery Service, N.H.P.U.C. No. 21 on file with the PUC, or any successor tariff, as may be in effect and amended from time to time.

III. **Term**

This Agreement shall become effective on the date stated above (“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, except as provided in Sections VI and XII of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until completing the processing of any transactions that are outstanding at termination. Notwithstanding the Effective Date, 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.

IV. **Conditions Precedent**

The following requirements shall be conditions precedent to Company’s obligations under this Agreement:

- A. Supplier shall provide all information requested in attached Exhibits B, C and/or D, as applicable.
- B. If Supplier is a CEPS, Supplier shall register as a Competitive Electric Power Supplier pursuant to the Puc 2000 rules and satisfy other applicable requirements which may be established by the PUC or the DOE.
- C. If Supplier is a CPA, Supplier shall obtain PUC approval under RSA 53-E and satisfy other applicable requirements which may be established by the PUC or DOE.
- D. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of its relevant rates and rate pricing options for Energy Service 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 Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

E. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EBT Standards.

F. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; *provided, however*, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days' prior written notice of such intent to terminate.

V. **Representations**

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

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

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

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

VI. **Supplier's Responsibilities**

A. **Registration Requirements and ISO-NE Status**

Supplier shall notify Company within twenty-four (24) hours in writing if its registration

to act as a CEPS, as provided for in the applicable PUC or DOE rules, is acted upon by the PUC or DOE 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 of such registration. Revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

Supplier must either (i) be a ISO-NE Market Participant having its own Settlement Account, or (ii) have an agreement in place with a ISO-NE Market Participant whereby the ISO-NE Market Participant agrees to include the load to be served by the Supplier in such ISO-NE Market Participant's Settlement Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company has no knowledge, and that will render Supplier or its agent unable to maintain the status with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Energy Service rate under the Company's Tariff.

Supplier shall update information requested in Exhibits B, C and D five (5) business days prior to any change in information contained in Exhibit B, C and D.

**B. All-Requirements Service**

Supplier shall be responsible for providing all-requirements service to meet each of its Customer's needs. Supplier is solely responsible for paying all costs incurred or to be incurred to provide all generation-related services associated with its all-requirements service obligation, including, without limitation, all costs or other requirements to furnish installed capability, operable capability, energy, operating reserves, automatic generation control, uplift costs, congestion costs or charges, and any ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by, ISO-NE or any similar or successor entity in connection with such service. Supplier is also solely responsible for meeting any other

requirements and paying any other costs now or hereafter imposed by the ISO-NE which are attributable to the provision of such service.

C. **Losses**

Supplier shall be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) ISO-NE PTF, as determined by the ISO-NE; and (iii) facilities linking generation to ISO-NE PTF relating to providing Energy Service to its Customers. Supplier shall also be responsible for all transmission wheeling or other charges necessary to reach ISO-NE PTF.

D. **Other Requirements and Acknowledgments**

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 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 Supplier via electronic mail at least fifteen (15) days’ notice of any such change. Supplier shall be responsible for the initial testing costs with the VAN and payment of all costs or charges associated with electronic transmittals over the VAN or other means of electronic transmittal.

Supplier acknowledges that Company will not include Supplier’s preexisting balances of Customers who are newly enrolled on Consolidated Billing.

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

Supplier shall be responsible for obtaining the necessary authorization pursuant to Puc 2000 or complying with the requirements of Puc 2200 prior to initiating Energy Service to the

Customer.

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

VII. **Company Services and Responsibilities**

A. **Distribution Service**

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice. In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company shall not be liable for any revenue losses to the Supplier as a result of any such curtailments or outages.

The Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Tariff and PUC and DOE regulations. The Company shall provide electronic notification, using the Customer "usage and billing" transaction, to the Customer's Supplier of record upon final billing to the Customer. Once disconnection occurs, the provision of Energy Service to the Customer is no longer the obligation of the Supplier. The Company shall not be liable for any revenue losses to the Supplier as a result of any such disconnection.

The Company shall meter each Customer in accordance with Tariff provisions. The Company shall schedule meter reads on a monthly cycle or other allowed schedule as deemed reasonable by the PUC or DOE.

B. **Billing Services**

Company agrees to offer two billing services to Supplier: (1) Standard (Passthrough) Billing Service, and (2) Consolidated Billing Service with a Purchase of Receivables (“POR”) program. 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 separate agreement.

All Suppliers that choose to use Consolidated Billing Service shall be automatically enrolled in the Company’s POR program, when implemented, and each CEPS or CPA enrolled in the POR program shall be required to sell its accounts receivable for all of their accounts billed through the Company’s Consolidated Billing Service.

1. **Standard (Passthrough) Billing Service**

In accordance with the provision of the Standard (Passthrough) Billing Service Option, Supplier agrees to separately bill Customers for the cost of Energy Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. Company will provide Supplier a Customer “usage transaction,” in accordance with the EBT Standards.

2. **Consolidated Billing Service**

In accordance with the provision of the Consolidated Billing Service option, Company agrees to issue a single bill for electric service. Company agrees to use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills and integrate this billing with Company’s billing in a single mailing to the Customer. Company will provide Supplier a Customer “usage and billing transaction,” in accordance with the EBT Standards. Prior to implementation of the POR program, upon receipt of Customer payments, Company will provide a “payment/adjustment transaction” to the Supplier, in accordance with the EBT Standards. After implementation of the POR program, upon billing of the Customer, Company will provide a “payment/adjustment” transaction to the Supplier in accordance with the EBT Standards.

Company shall input Supplier’s rates charged and pricing options for Energy Service.



Supplier rates and pricing options must conform to the rate structure in use by Company for each specific rate class and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading, provided that: (1) Supplier notifies Company of the rate changes in accordance with Section IV.D.; (2) the notification includes the old and new rates, pricing options, and effective date; (3) upon Company's request, Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Supplier consents to the implementation of the new rate once Company has tested its billing processes.

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 Customer payments and 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 Energy Service or any other Supplier issue will be referred to Supplier's customer service telephone number identified in Exhibit B or Exhibit C if applicable. Company will not undertake bill investigations, Customer inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A, provided, however, that, upon the reasonable request of Supplier, the Company will provide commercially reasonable assistance to Supplier in doing so. For both Standard (Passthrough) Billing Service and Consolidated Billing Service, Supplier shall be responsible for the reporting and payment of all taxes or other fees assessed upon Energy Service by any local, state, federal or other taxing or administrative bodies.

5. **Rendering of Bills (Consolidated Billing Service Option Only)**

Rendering of bills is the preparation and mailing of statements of the amounts due from

the Customer for Energy 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 Supplier's toll-free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the PUC or DOE or as provided in Exhibit A and Exhibit B. Prior to the implementation of the POR program, outstanding Customer balances for Energy Service will be identified on the bill following the time when Supplier is no longer the Customer's current Supplier as specified by the EBT Standards.

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's 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. 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 determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier will be responsible to pay any fees for any rebilling and/or adjustment caused by Supplier error. 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 to the extent not restricted by law, regulation or agreements. Notwithstanding the

foregoing, the parties acknowledge that the Company may send estimated bills to Customers in accordance with PUC regulations, and such estimated bills shall not be considered billing errors.

7. **Payment Processing**

For Customers under Consolidated Billing Service, Supplier authorizes Company to process payments and apply monies in accordance with this Agreement and the terms of the Company's POR program, as approved by the PUC.

8. **Timing of Payment to Suppliers**

The timing of the Company's payment to Supplier shall be as determined through application of the Company's Tariff.

9. **Amount of Payment to Supplier**

The amount of the Company's payments to Supplier shall be as determined through application of the Company's Tariff.

C. **Implementation of POR Program**

The Company shall pay a Supplier for amounts already existing as outstanding accounts receivables at the commencement of the Company's POR program. The amounts purchased for the existing receivables shall be subject to full reconciliation in accordance with the POR program.

D. **Security Interests**

Pursuant to the terms of the Company's POR program, Supplier grants the Company a first priority perfected security interest in the accounts receivable that the Company purchases through its POR program. Supplier may place a security interest on the accounts receivable from the Company to Supplier associated with the purchase by the Company of the Supplier's accounts receivable.

E. **Load Estimating and Reporting**

Company shall determine Supplier's hourly loads and report such to ISO-NE, its successor or its designated agent. In addition, upon Supplier's written request as indicated in Exhibit B or Exhibit C, as applicable, 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 Company has read Customers' meters). 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 involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to Supplier for any costs that are associated with such estimating errors.

F. **Customer Usage Information**

To the extent available, the Company shall print twelve months of historic usage data on Customer bills, in addition to the usage data for the current billing period.

The Company shall provide up to twelve months of a Customer's historic usage data (if such data are available) to Supplier, provided that Supplier has received the appropriate authorization. Such authorization shall consist of a (i) letter of authorization; (ii) third-party verification; (iii) Customer-initiated call to an independent third-party or (iv) in accordance with the Puc 2200 Rules when applicable. This information may be requested and provided in accordance with the EBT Standards.

G. **Additional Services**

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

VIII. **Initiation and Termination of Energy Service**

A. **Initiation of Energy Service**

Initiation of Energy Service to a Customer shall be governed by the applicable provisions of

the Tariff.

B. **Termination of Energy Service**

Termination of Energy Service with a Customer shall be governed by the applicable provisions of the Tariff.

C. **Customer Moves**

A Customer of Supplier that moves within the Company's Service Area shall have the opportunity to notify the Company that he/she seeks to continue Energy Service with the Supplier. Upon such notification, the Company shall send a "customer move" transaction to the Supplier, in accordance with the EBT Standards.

In those instances when a Customer of the Supplier moves into the Company's Service Area, the Supplier must submit an "enroll customer" transaction to the Company in order to initiate Energy Service for that Customer. Otherwise, the Customer shall receive Default Energy Service in accordance with the Company's Tariff.

D. **Other Provisions**

The Company and the Supplier shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions, in accordance with the EBT Standards.

If any of the transactions described in subparts A through D of this section are rejected by the Company due to incorrect or invalid data content, the Company shall send an "error" transaction to the Supplier identifying the reason for the rejection, in accordance with the EBT Standards.

IX. **Fees**

Company may charge fees to Supplier as set forth in Exhibit A. The Company may charge other fees to Supplier for processing the transactions described above, as approved by the PUC or the DOE. Company shall have the right to subtract fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on

behalf of Supplier for reimbursement to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

X. **Billing and Payment for Services**

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

XI. **Nondisclosure**

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party without the express prior written consent of the other party; except that Company may disclose such information to its Affiliates not involved in Energy Service or wholesale merchant functions to the extent that such disclosure is necessary to enable Company to perform its obligations under this Agreement, and Supplier may disclose such information to its Affiliates to the extent that such disclosure is necessary to enable Supplier to perform its obligations under this Agreement. 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. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any

Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon terminating 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 to the extent permitted by law.

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.

## **XII. Termination**

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("Breaching Party"), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends 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 bankruptcy or insolvency filing), 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 and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of the breach.

No delay by either party in enforcing any of its rights under this section 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.

**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 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 ISO-NE. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

**XIV. Liability and Indemnification**

Except as provided in Section VII.E, Company and Supplier shall indemnify and hold harmless the other Party, its affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates"), from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of the indemnifying Party in connection with the non-negligent performance of its obligations under this Agreement; and each Party shall waive recourse against the other Party and its Affiliates for or arising from their non-negligent performance in connection with the performance of its obligations under this Agreement.

For purposes of such liability and indemnification, however, the parties acknowledge and



agree that nothing in this Agreement 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 if agreed to by the parties, or after entry of a final judgment by a court or other body of competent jurisdiction.

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

Notwithstanding anything in this Agreement to the contrary, in no event shall any party be liable to any other party 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 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. **Dispute Resolution**

Disputes under this Agreement shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XII. 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 Concord, New Hampshire.

Any disputes relating to compliance with this Agreement or the regulations of the PUC or DOE may be referred by the Company, the Supplier, or the Customer to the PUC or DOE, as applicable, and such disputes shall be subject to the regulatory oversight of the PUC or DOE.

XVI. **Notice**

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

XVII. **Governing Law**

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

XVIII. **Enforceability**

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

XIX. **Assignment and Delegation**

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV of this Agreement. 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 this Agreement and any applicable laws, rules, and regulations. The assigning or subcontracting party shall provide the other party with thirty (30) days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. **Miscellaneous**

This Agreement is the entire agreement between the parties regarding the matters described in this Agreement and supersedes all other agreements, communications, and representations. This 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 Agreement to be executed by their duly authorized representatives as of the date above.

**SUPPLIER NAME**

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

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

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

**Liberty Utilities (Granite State Electric) Corp.,  
d/b/a Liberty**

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

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

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

## **Exhibit A**

### **COMPANY SPECIFIC PROVISIONS**

#### **1. Budget and Payment Options**

Supplier acknowledges that Company offers budget and payment plans. Until POR is implemented, if such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall follow the payment hierarchy as set forth in the Tariff.

#### **2. Summary Billing**

Supplier acknowledges that Company offers a summary billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. Until POR is implemented, if such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall follow the payment hierarchy as set forth in the Tariff.

#### **3. Fees**

Supplier agrees to pay any fees if and as approved by the PUC or DOE. Company shall notify Supplier of the approval of any such fees and will amend this Exhibit A as may be necessary to describe them.

#### **4. 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.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

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**5. Money Transfers**

The Company will transfer payments to the Supplier by way of Automated Clearing House monthly.

**6. Business Continuity Plan**

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

**7. Company Contact**

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site ([www.libertyutilities.com](http://www.libertyutilities.com)).

**Exhibit B**

**SUPPLIER INFORMATION**

**Supplier must fill this form out completely and return it to Company at the time it enters into the Agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.**

**A. General Information (all Suppliers)**

1. Legal name of the Supplier \_\_\_\_\_

2. d.b.a. name, if applicable \_\_\_\_\_

3. Supplier Address \_\_\_\_\_

4. Type of Business Entity \_\_\_\_\_

5. Supplier Customer Service PHONE and EMAIL: \_\_\_\_\_

\_\_\_\_\_

6. Supplier Tax Identification number \_\_\_\_\_

7. Supplier Dun & Bradstreet number \_\_\_\_\_

8. Name of the Supplier's general contact & phone number

\_\_\_\_\_

9. Supplier's general contact facsimile number \_\_\_\_\_

10. Supplier's general contact Internet address \_\_\_\_\_

11. Name of Supplier's technical contact and phone number \_\_\_\_\_

12. Supplier's technical contact facsimile number \_\_\_\_\_

13. Supplier's technical contact email address \_\_\_\_\_

14. Date Supplier attended New Hampshire supplier training \_\_\_\_\_

15. Has Supplier registered with the DOE in accordance with applicable rules and regulations? \_\_\_\_\_

16. Is this Exhibit B submission in addition to an Exhibit B currently on file?

Yes NO

*If yes, please provide a unique DUNS number in section A7 of the exhibit B*

17. Is this Exhibit B submission to support a CPA Program?

Yes NO

*If yes, skip section "B. Billing and Banking Information section of this form and complete "Exhibit C & D"*

**Exhibit B, p. 2 of 3**

**B. Billing and Banking Information (for Suppliers opting for Consolidated Billing Service)**

1. If the Supplier is planning to assign its own account number, provide format and size \_\_\_\_\_
2. Name of receiving bank (to accept electronic transfer of customer payments) \_\_\_\_\_
3. Routing and transit number (ABA number) \_\_\_\_\_
4. Bank account number \_\_\_\_\_
5. Notification of Payment email address \_\_\_\_\_

**C. Value Added Network (VAN) / EDI Provider**

1. Name of VAN/EDI Provider \_\_\_\_\_
2. ISA Qualifier \_\_\_\_\_
3. ISA ID \_\_\_\_\_
4. GS Identifier \_\_\_\_\_

**D. Establishment of ISO-NE Settlement Account**

1. Name of the ISO-NE Participant in whose ISO-NE Settlement Account the Supplier's load obligation will be reflected \_\_\_\_\_
2. ISO-NE Participant ID \_\_\_\_\_
3. Supplier Contact Name and phone number \_\_\_\_\_
4. Supplier Contact facsimile number \_\_\_\_\_
5. Supplier Contact e-mail address \_\_\_\_\_
6. Estimated Maximum Load (kW Demand) \_\_\_\_\_
7. Estimated Effective Date (mo/day/year) \_\_\_\_\_

**E. Supplier Load Allocation, if requested**

1. Check to receive load estimation results \_\_\_\_\_ Yes \_\_\_\_\_ No
2. Supplier Load Settlement Contact name, phone and fax number \_\_\_\_\_
3. Supplier Load Settlement Contact e-mail address \_\_\_\_\_

**Exhibit B, p. 3 of 3**

**F. Notices to Supplier shall go to:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telep \_\_\_\_\_

hone: \_\_\_\_\_

Fax \_\_\_\_\_

numb \_\_\_\_\_

er: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Electronic Mail \_\_\_\_\_

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

Name (printed or typed): \_\_\_\_\_

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

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





11. Agent(s) authorized to request and receive data under Puc 2200 Rules (business entity or governmental instrumentality, primary contact name, title, business address, phone number, \_\_\_\_\_ and \_\_\_\_\_ e-mail address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Is the entity(ies) named above authorized to receive individual confidential customer data? Yes: \_\_\_ No: \_\_\_

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

Name (printed or typed): \_\_\_\_\_

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

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

**Exhibit  
D**

**Municipal and County Aggregation Programs**

**LSE servicing a CPA program must complete this form**

**A. General Information**

1. Legal name of the Supplier (CEPS/LSE) \_\_\_\_\_  
Supplier Contact Name : \_\_\_\_\_  
Supplier Email : \_\_\_\_\_  
Supplier Phone : \_\_\_\_\_
2. Legal name of the CPA : \_\_\_\_\_  
CPA Contact Name : \_\_\_\_\_  
CPA Email : \_\_\_\_\_  
CPA Phone : \_\_\_\_\_

**B. Banking Information (for Suppliers opting for Consolidated Billing Service):**

1. Name of Organization receiving payments  
\_\_\_\_\_
2. Name of receiving bank (to accept electronic transfer of customer payments)  
\_\_\_\_\_
3. Routing and transit number (ABA number) \_\_\_\_\_
4. Bank account number \_\_\_\_\_
5. Notification of Payment email address \_\_\_\_\_

**C. Billing Information (to invoice tariff charges IDR's, EDI testing, etc.)**

1. Organization Name:  
\_\_\_\_\_
2. Billing address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Exhibit D, p. 2 of 2**

**D. Customer Bill Print** *(name and contact to be displayed on customer bills.)*

1. Name of Organization on bill \_\_\_\_\_  
\_\_\_\_\_

2. Email address:  
\_\_\_\_\_

3. Customer Service Number \_\_\_\_\_

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

Name (printed or typed): \_\_\_\_\_

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

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

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

Name (printed or typed): \_\_\_\_\_

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

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