

ELECTRIC SUPPLIER SERVICES MASTER AGREEMENT

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

_____ (“Supplier”). Eversource and Supplier are referred to herein individually as a “Party” and collectively as the “Parties.”

I Basic Understandings

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

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

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

Exhibit C, attached hereto and incorporated herein by reference, contains a specification of required and optional ~~pricing parameters for S~~ services under this Master Agreement, some of which are determined by the Terms and Conditions ~~of the Company’s delivery service tariff~~ and some of which are not specified in the ~~ese~~ Terms and Conditions. Each time the Terms and Conditions are changed, with approval by order or other action of the NHPUC ~~Public Utilities Commission~~ and each time the Supplier and the Company agree to new pricing parameters for S services which are not specified in the Terms and Conditions, a new Exhibit C will be issued and incorporated herein.

II Definitions

Any capitalized terms used in this Master Agreement and not defined herein shall be as defined in the Terms and Conditions, other provisions of the Tariff, or the EDI Standards. In addition, the following capitalized terms shall have the meanings ascribed thereto:

"Account(s) Receivable" shall mean, with respect to any eligible Customer, the Supplier's Generation Service revenue and associated charges determined by Company under the terms of this Master Agreement.

"Accounts Receivable Purchase Price" shall mean the amount with respect to any Account Receivable purchased hereunder, calculated in accordance with the Terms and Conditions.

"Billing Date" shall mean, as with respect to any Account Receivable, the date on which the Company's billing system calculates such Account Receivable.

"Business Day" shall mean any day, other than a Saturday, Sunday, or holiday that is observed on a weekday, and, if any performance date referenced herein occurs on a day other than a Business Day, then such performance date shall be the next succeeding Business Day.

"Collateral" shall have the definition as provided in Section VI hereof.

"Generation Service" shall mean the sale of all requirements, load-following electricity service to a Customer by a Supplier, including, without limitation, 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 basic consolidated billing service platform.

"Program" shall mean the Purchase of Accounts Receivable Program as approved by the NHPUC, as in effect from time to time.

"Security Interest" shall have the meaning as provided in Section VI hereof.

"Unbilled Accounts Receivable" shall mean the amount of Supplier's Generation Service revenue and associated charges to be determined by the Company under this Master Agreement and the Terms and Conditions, based upon the applicable billing price determinants in effect for Generation Service which has been rendered to Customers but which remains unbilled, until such time as such receivables are billed and purchased by the Company under the terms of this Master Agreement.

III Term

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

IV Conditions Precedent

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

- A Supplier shall provide all information requested in Exhibits A and B attached hereto.
- B Supplier shall register, obtain, and, at all times, maintain the necessary registration with licensing or certification from the NHPUC—New Hampshire Department of Energy (“NHDOE”). If Supplier is a community power aggregation serving as a load-serving entity, as such terms are defined in the Commission’s Puc 2200 Municipal and County Aggregation Rules, then such registration or licensing is not required, provided that the aggregation plan must be approved by the NHPUC.
- C Supplier shall either: (i) be an ISO-NE Market Participant with an ISO-NE settlement account; or (ii) have an agreement in place with an ISO-NE Market Participant ~~member~~ whereby that participant~~member~~ agrees to include the load to be served by the Supplier in its ISO- NE settlement account.
- D Supplier shall take all steps necessary to remain in good financial standing.
- E Prior to initiation of ~~s~~Supplier ~~s~~Service covered under this Master Agreement, the Supplier shall have completed all Master Agreement requirements including, but not limited to, testing of the EDI process between the Company and Supplier, according to and consistent with Company requirements and processes.
- F In connection with any customer accounts served using consolidated billing service, the Supplier has granted to the Company the Security Interest, as provided for in Section VI hereof, and has provided documentation in a form and substance acceptable to the Company demonstrating the grant and ongoing effectiveness of the Security Interest.

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

V Representations

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

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

Supplier represents and 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, Supplier represents and 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 interests, 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.

Supplier represents and 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.

Supplier represents and warrants that the rates and charges provided by Supplier to the Company to compute the Accounts Receivable represent valid and correct rates and charges due to Supplier in accordance with Supplier's agreements with those Customers

billed through consolidated billing, whether individually or through an approved community power aggregation plan, and Supplier is not in breach of any of those agreements or an applicable approved community power aggregation plan.

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

VI Supplier's Responsibilities

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

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

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

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

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

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

responsible for the initial testing costs of the VAN or other electronic data transmission vehicle and all costs of subsequent EDI transaction transmissions as described in the Terms and Conditions and the EDI Standards.

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

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

As collateral for all obligations now existing or hereafter arising from Supplier to the Company with respect to the Accounts Receivable, Supplier hereby grants to the Company a first priority perfected security interest ("Security Interest") in all the following property of 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 Master Agreement; and (b) all Unbilled Accounts Receivable to be purchased by the Company under this Master Agreement (collectively, the "Collateral").

Supplier shall execute and deliver to the Company any and all such additional documents, instruments, and assurances as reasonably requested by the Company regarding the Collateral and the Security Interest, and as otherwise required to effectuate the provisions of this Master Agreement.

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

VII Company Services and Responsibilities

All services covered by this Master Agreement shall take effect not less than 30 days from the

effective date of this Master Agreement, provided the conditions in Section IV have been satisfied by the Supplier. At the Company's option, services may begin in less than 30 days.

A Billing Services

1 Standard Billing Service Option

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

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

2 Basic Consolidated Billing Service Option

Basic consolidated billing service includes reading the ~~e~~Customer's electric meter on a billing cycle basis, calculating billing determinants, applying such billing determinants against ~~the~~ Supplier's rate and price option specified for each customer in the EDI enrollment or subsequent change transaction, incorporating the resulting Supplier charges with the Company's delivery service charges into a single consolidated bill, and mailing such consolidated bill to the customer.; Consolidated billing service shall also include processing payments received from the ~~e~~Customer, allocating such payments between the Company and Supplier accounts receivable, transmitting payments allocated to Suppliers on a daily basis and transmitting all required EDI transactions resulting from such billing and payments in accordance with the EDI Standards, until such time as the Purchase of Accounts Receivable Program is implemented by the Company. All measured billing determinants will be based on Company-owned metering, except as agreed to in a separate agreement. Payments received shall be applied in the manner and priority set out in the Company's ~~t~~ariff.

Supplier related information required by NHPUC guidelines or other applicable rules to be

sent to eCustomers shall be included with the consolidated billing. The Company reserves the right to specify the presentation methodology and other characteristics such as size or weight which will be included as part of the basic consolidated billing service. Supplier rates and pricing options must be supported by meters in place and the Company's billing systems. No more than one supplier rate and pricing option can be effective during a eCustomer's monthly billing cycle.

Supplier represents and warrants that, for each and every residential and small commercial eCustomer account subject to consolidated billing, Supplier has obtained the eCustomer's express consent, by any means required or permitted by applicable NHPUC or NHDOE rules or precedents, except for community power aggregations entitled to this information under Puc 2205.13(b)(12), to authorize the Company to disclose to ~~the~~ Supplier, on a periodic basis, the status of the eCustomer's account with the Company as either subject to: (a) a budget billing plan with the Company; (b) a payment plan with the Company; or (c) neither a budget billing nor a payment plan with the Company. Supplier further represents and warrants that it shall provide written documentation of any authorization required herein, at the request of the Company.

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

Supplier agrees that any failure to obtain such consent, or to provide proof of such consent upon request, shall constitute a material breach of this Master Agreement and Supplier further agrees that it shall indemnify the Company for any claims or damages arising from such breach, including reasonable attorney's fees and costs incurred in association with responding to such breach. This provision shall not apply to community power aggregations, as explicit Customer consent is not required to receive such information from the Company.

3 Rates Maintenance and Error Correction Service

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

4 Billing Errors

If either Party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company'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. Notwithstanding the foregoing, the Parties acknowledge that the Company may, from time to time, send estimated bills to customers in accordance with NHPUC guidelines and ~~rules~~ regulations, and such estimated bills shall not be considered billing errors. In the event of an error by ~~the~~ Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is reasonably practicable, or if ~~the~~ Supplier affirmatively chooses, ~~the~~ Supplier may submit a rate pricing option correction as provided by the EDI Standards and the Terms and Conditions. Supplier will be responsible to pay any fees, as filed with and approved by the NHPUC, for any rebilling and/or adjustment caused by Supplier error. When either Party reasonably believes that an error related to billing activity may have occurred, ~~such~~ 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.4 unless the Company has received written notice and supporting documentation from Supplier within sixty (60) days from the date of the Customer's statement detailing such error and the corresponding adjustments required to be made to ~~the~~ Customer's accounts, and failure to provide such notice and documentation within

that sixty (60) day period shall constitute a waiver of any claim by Supplier associated therewith.

B Collection Services

The Company conducts various collection activities to encourage Customers to pay amounts due to the Company for delivery service. To the extent allowed by NHPUC rules or precedent~~other~~ regulations, the Company agrees to employ consistent collection activities to encourage payment of Supplier amounts due for energy service. Supplier acceptance of collection services shall be mandatory where the Supplier has elected to receive consolidated billing service. The Company shall provide collection services at the rate specified in the Terms and Conditions.

Prior to implementation of the Purchase of Receivables Program, Collection activity by the Company on behalf of ~~the~~ Supplier will terminate 60 days after Supplier's relationship with the Customer terminates through the Customer switching to another Supplier or to default service for any reason or the Supplier transmitting an EDI drop transaction to the Company. An EDI transaction informing the Supplier of such collection activity termination and the Supplier ~~a~~Accounts ~~r~~Receivable balance will be sent to the Supplier. At that point, the Company's responsibility for all collection activities related to ~~the~~ Supplier ~~a~~Accounts ~~r~~Receivable shall terminate and Supplier shall have sole responsibility for all subsequent collection activity. For the avoidance of doubt, the Company's collection activity on behalf of Supplier shall terminate upon implementation by the Company of the Purchase of Receivables Program because any further collection activity will be undertaken for the Company's own account as the purchaser of the Accounts Receivable.

C Supplier Customer Service

The Company agrees to provide customer service to Suppliers who have elected to receive consolidated billing services. Supplier customer service shall include responding to customer inquiries about Supplier balances, Supplier rates and price options used to calculate the Supplier portion of the bill, allocation of payments to Supplier accounts receivable prior to the implementation of the Purchase of Receivables Program, and the processing of EDI enrollment, change, or drop transactions. Pursuant to Puc 2205.16(c)(1), Customers contacting the Company regarding the billed amount for

community power aggregation services or any other community power aggregation issue shall be provided with the customer service number for the community power aggregation.

Customers that contact the Company concerning the billed amount for Supplier Service or any other Supplier issue other than as described above will be referred to Supplier's customer service number identified in Exhibit B. Other than as set forth above, the Company will not undertake bill investigations, inquiries concerning Supplier charges, collection activities on Supplier charges included in consolidated billing prior to implementation of the Purchase of Receivables Program, or the settlement of billing disputes on behalf of Supplier, provided, however, that, upon the reasonable request of Supplier, the Company will provide commercially reasonable assistance to Supplier in doing so. For both ~~S~~standard ~~B~~billing and ~~C~~consolidated ~~B~~billing ~~O~~ptions, Supplier shall be responsible for the reporting and payment of any taxes assessed upon Supplier Service.

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

Suppliers electing to receive ~~s~~Supplier customer service shall be responsible for establishing a separate toll-free number routing into the Company's automatic call distribution switch. Supplier shall be responsible for all costs associated with initiation and ongoing charges ~~for~~ such toll-free number. Calls received shall be answered on a first come, first served basis. If the Company is experiencing significant outages, completion of ~~e~~Ccustomer calls may be deferred until the outages are fixed.

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

D Interval Data and Metering Services

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

~~The~~ Supplier is responsible for obtaining the eCustomer's authorization to release its meter data to ~~the~~ Supplier, except where explicit customer consent is not required for community power aggregations, and Supplier shall maintain the confidentiality of the eCustomer's information. The Supplier may not sell or provide this information, in whole or in part, to any other party, and shall comply in all respects with the restrictions and limitations on use of such information under RSA 363:37-38.

1 Interval Data Access Service

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

2 Load Pulse Outputs Service

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

3 Extended Metering Services

The Company shall provide "read only" telephone access to the Company's metering equipment allowing ~~the~~ Supplier to retrieve interval data directly from the meter through ~~the~~ Supplier's own software at the rate specified in the Terms and Conditions.

~~The~~ Supplier shall arrange for the installation and ongoing charges associated with the phone service necessary to access the Company's metering equipment.

4 Special Request Services

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

E Customer Load Analysis

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

~~The~~ Supplier is responsible for obtaining the Customer's authorization to release this information, except where explicit Customer consent is not required for community power aggregations, and Supplier is required to maintain the confidentiality of the Customer information. ~~The~~ Supplier may not sell or provide this information, in whole or in part, to any other party, and shall comply in all respects with the restrictions and limitations on use of such information under RSA 363:37-38.

F Determination of Supplier Loads (Estimation)

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

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

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

G Purchase of Receivables

1 Purchase and Sale. Effective upon implementation of the Purchase of Receivables Program, subject to the Terms and Conditions, Supplier agrees to sell, and Company agrees to purchase, each existing and future Account Receivable for Customers on consolidated billing service as of the applicable Billing Date in respect of such Account Receivable, and in consideration of such purchase, Supplier grants to the Company a Security Interest in the Collateral as stated in Section VI hereof. As of the applicable Billing Date, title to such Account Receivable shall pass to the Company, and 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 Master Agreement and for which payment is received by Supplier from Customers shall be held by Supplier in trust as the property of the Company and shall be remitted in full to the Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set-off by Supplier. The Company shall have the right to endorse the name of Supplier on any and all remittances by Customers for the Accounts Receivable received by the Company that are payable to Supplier, and the right to collect the same from Customers. In addition, Supplier assigns to the 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.

2 Payment by the Company. The Company shall remit to Supplier the Accounts Receivable Purchase Price on a timetable consistent with the average payment period, pursuant to the Terms and Conditions. The Company shall send a monthly “payment/adjustment” spreadsheet when available to each Supplier within one business day of the Supplier’s request to notify Supplier of the amount for which the Company will purchase Supplier’s Accounts Receivable. The payment to Supplier shall be made monthly, consistent with the combined average payment period of the Company’s Customer classes. The amount for which the Company will purchase the Supplier’s Accounts Receivable will be calculated in the manner set forth in the Terms and Conditions. At the time Supplier’s Accounts Receivables are purchased, the Company will reclassify the Accounts Receivables from Supplier’s Accounts Receivables to a Company Accounts Receivable. Payment to Supplier shall, at the 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, the Company reserves the right to modify the payment procedure under this Section to accommodate any Company operational and/or system changes upon NHPUC approval and thirty (30) days’ prior written notice to Supplier.

3 Supplier Statements and Reports. The Company shall provide to Supplier all necessary statements and reports through an electronic format in accordance with the EDI Standards.

4. Netting of Payments. The Parties hereby agree that they may discharge mutual debts and payment obligations due and owing to each other under this Master 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, then such Party shall pay such sum in full when due.

5. Supporting Information. 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 Supplier; and/or (ii) to collect from a Customer any and all charges associated with that

Account Receivable.

VIII Fees

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

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

IX Billing and Payment for Services

Bills for services provided by the Company under the terms of this Master Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt. Failure of Supplier to pay within twenty-five (25) days of the postmark date on the bill shall result in the Company retaining any amounts due from revenues received by the Company collected on behalf of Supplier or to be paid to Supplier for purchase of Accounts Receivable. In the event that such revenues or amounts are insufficient to pay any amounts remaining due to the Company after such revenues or amounts are retained by the Company, the unpaid balance shall be subject to a late payment charge calculated at the rate of 1.5% per month on the total outstanding balance due commencing from the date said bill was postmarked. The bill may also be transmitted electronically if agreed to by the ~~p~~Parties. The electronic transmission

date shall be considered the postmark date of the bill.

X Nondisclosure

Except as required for the Parties to perform their obligations under the Terms and Conditions or this Master Agreement, Neither pParty may disclose any Confidential Information obtained pursuant to this Master Agreement to any third party, including affiliates of the Company and ~~the~~ Supplier, without the express prior written consent of the other pParty. Supplier acknowledges that the Company may disclose Confidential Information as it deems necessary to employees and agents of Eversource Energy Service Company, the Company's service company affiliate, or its successor Service Company, to assist the Company in meeting its obligations under this Master Agreement. As used herein, the term "Confidential Information" shall include, but not be limited to: ; all business, financial, and commercial information pertaining to the pParties, Customers of either or both pParties, suppliers for either pParty, or personnel of either pParty; any trade secrets; and any other information of a similar nature; in each case 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 pParty prior to obtaining the same from the other pParty, information in the public domain, or information obtained by a pParty from a third party who did not, directly or indirectly, receive the same from the other pParty to this Master Agreement or from a party who was under an obligation of confidentiality to the other pParty to this Master Agreement, or information developed by either pParty independent of any Confidential Information. The receiving pParty shall use the higher of the standard of care that the receiving pParty uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Supplier shall, upon termination of this Agreement or at any time upon the request of the Company, promptly return or destroy all Confidential Information of the Company then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial, ; or regulatory authority requiring such Confidential Information pursuant to any applicable law, rule, 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 pParty is given prompt notice of the disclosure requirement so that it

may take whatever action it deems appropriate, including, but not limited to, intervention in any proceeding and the seeking of any order or injunction to prohibit such disclosure.

XI Termination

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

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

The enumeration of the foregoing remedies shall not be deemed a limitation or waiver of any other remedies to which either pParty is legally entitled, including any right ~~to~~f set-off.

XII Force Majeure

Neither pParty shall be considered in default under this Master Agreement or responsible in tort, strict liability, contract, or other legal theory to the other pParty for damages of any nature or 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 pParty's fault or negligence, is caused by factors beyond the pParty's reasonable control and that by exercise of reasonable diligence the pParty 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 Independent System Operator. In the event of a force majeure,

both pPartys shall take all reasonable steps to comply with this Master Agreement.

XIII Liability and Indemnification

The Company and Supplier shall each indemnify, defend, and hold harmless the other Party and ~~its~~their respective affiliates, and the directors, officers, employees, and agents of each of them, ~~harmless~~ from and against all damages, costs (including attorney's fees), penalties and liabilities, in tort, contract, or otherwise, resulting from claims of third parties arising from, or claimed to have arisen from, any action of the other pParty conducted pursuant to this Master Agreement and the related Terms and Conditions. For purposes of such liability and indemnification, however, the pParties acknowledge and agree that nothing in ~~the~~such Terms and Conditions prohibits one pParty from impleading the other pParty as a third-party defendant, whether or not one or both pParties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Master Agreement. Such resolution shall be final and binding upon the pParties only after agreement between the pParties or after entry of a final judgment, after any further appeals ~~decided by~~ a court of competent jurisdiction to which any appeal may have been taken from the determination of the court or arbitrator(s).

The pParties acknowledge and agree that, for purposes of this Master Agreement and the Terms and Conditions, a pParty seeking recovery from the other pParty in connection with the performance of its obligations of this Master Agreement and 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 pParty.

The pParties expressly acknowledge and agree that the dispute resolution provisions in Section~~Paragraph~~ XV of this Master Agreement shall apply to any and all disputes arising under this Section~~paragraph~~, including, without limitation, those disputes that arise as a result of either of the pParties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

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

liability, or negligence.

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

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

XIV Terms and Conditions

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

XV Dispute Resolution

Disputes hereunder shall be reduced to writing and sent to the pParties' representatives for resolution. The pParties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the pParties shall continue to fulfill their obligations under this Master Agreement in good faith, unless this Master Agreement has been suspended or terminated as provided in Section XIVH. If the pParties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The pParties agree that the place of mediation or arbitration shall be Manchester, New Hampshire.

XVI Notice

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

XVII Governing Law

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

XVIII Enforceability

In the event that any portion or part of this Master Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction~~law~~, the validity and enforceability of the remaining portions and parts hereof~~thereof~~ shall otherwise be fully enforceable and remain in full effect.

XIX Assignment and Delegation

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

In addition, either pParty may subcontract its duties under this Master Agreement to a subcontractor, provided that the pParty subcontracting shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other pParty, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and the Terms and Conditions. The assigning or subcontracting pParty shall provide the other pParty with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include any and all such information about the subcontractor as the other pParty shall reasonably require.

XX Miscellaneous

This Master Agreement is the entire agreement between the pParties and supersedes all other agreements, communications, and representations. This Master Agreement may be amended only by a written agreement of the pParties. Section and subsection~~Paragraph~~ headings are for convenience only and are not to be construed as part of this Mater Agreement. This Master Agreement may be executed simultaneously in one~~two~~ or more counterparts, each of which shall be deemed to be an original for all purposes, but all of which together shall constitute one and the same agreement~~document~~.

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

SUPPLIER

Signature: _____

Print Name: _____

Title: _____

Date: _____

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
SUPPLIER INFORMATION

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

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

EXHIBIT B

Information to be supplied by Supplier for provision of Supplier Services:

1. Name of receiving bank for payment receipts

2. Bank routing and transit number (ABA number)

3. Supplier bank account number

4. Is the account a checking or savings account?

5. Address where billings for services should be sent

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

EXHIBIT C

Services Specified in Terms and Conditions for Suppliers

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

* Collection services no longer required following Company implementation of Purchase of Receivables Program

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