

ELECTRIC SUPPLIER SERVICES MASTER AGREEMENT

This Electric Supplier Services Master Agreement (“Master Agreement”) made this day of _____, 20____, between Public Service Company of New Hampshire, a New Hampshire corporation with a principal place of business at 780 N Commercial Street, Manchester, NH (“Company”) and _____, a corporation with a principal place of business at _____ (“Supplier”).

I. Basic Understandings

Under the Terms and Conditions for Suppliers which is an integral part of the Company’s rate tariff approved by the New Hampshire Public Utilities Commission (“NHPUC”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and recommendations made by the Electronic Data Interchange Working Group report (referred to herein as the “EDI Standards”), made effective by NHPUC Order No. 22,919 and other applicable regulations of the NHPUC, the Company has the authority and obligation to offer services to competitive suppliers of electricity. The Terms and Conditions, Section 1.g, require the Supplier to enter into a separate trading partner contract with the Company prior to the initiation of Supplier Service to any customer in the Company’s Service Area. In addition, Supplier desires to utilize some or all of the Company provided services outlined in this Master Agreement. Accordingly, the Company agrees to provide such 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 additional information necessary for the provision of services under this Master Agreement.

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

Exhibit C, attached hereto and incorporated herein by reference, contains the specific Services selected by the Supplier that the Company agrees to provide under this Master Agreement. It is agreed from time to time that Supplier may chose to add or cancel certain

Services. Each time a change is made, a new Exhibit C will be executed by the Company and the Supplier and will supersede the previous Exhibit C.

II. Definitions

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

III. Term

This Master Agreement shall become effective on the date last signed below (“Effective Date”) and shall continue in full force and effect for one (1) year After the expiration of the one (1) year period, this Master Agreement shall continue in full force and effect from month to month thereafter unless terminated by either party by written notice given no less than thirty (30) days prior to the desired termination date, except as provided in Sections VI and XI of this Master Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Master Agreement until the completion of processing any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that 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 Company's obligations hereunder:

- A. Supplier shall provide all information requested in Exhibit A attached hereto.
- B. Supplier shall register and obtain the necessary licensing from the NHPUC.
- C. Prior to initiation of supplier service covered under this Master Agreement, the Supplier shall have completed a Trading Partner Agreement with the Company and have fulfilled all of the Trading Partner Agreement requirements including, but not limited to, testing of the EDI process between Company and Supplier.

V. Representations

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

Each person executing this Master Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

Each party represents that: (a) it has the full power and authority to execute, deliver, and perform this Master Agreement; (b) the execution, delivery, and performance of this Master Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Master 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 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 B. Supplier agrees to pay Company's invoices for services rendered in a timely manner. Supplier agrees to provide all information necessary to the Company to fulfill the Company's obligations under this Master Agreement.

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. Consolidated Billing Service

Company agrees to provide consolidated billing service to Supplier specified in Section VII.A.1 and VII.A.2 if applicable, at the rate specified in the Terms and Conditions. Once an agreement for provision of consolidated billing service is effective, the Supplier can specify on a customer by customer basis which customers it wants to receive consolidated billing service from the Company.

1. Basic Consolidated Billing Service

Basic consolidated billing service includes reading the customer's electric meter on a billing cycle basis, calculating billing determinants, applying such billing determinants against the Supplier rate and price option specified for each customer in the EDI enrollment or subsequent change transaction, incorporating the resulting Supplier charges with the Company's delivery service charges into a single consolidated bill, mailing such consolidated bill to the customer, processing payments received from the customer, allocating such payments

between the Company and Supplier accounts receivable, transmitting payments allocated to Suppliers on a daily basis and transmitting all required EDI transactions resulting from such billing and payments in accordance with the EDI Standards. All measured billing determinants will be based on Company-owned metering, except as agreed to in a separate agreement.

Supplier related information required by NHPUC guidelines or other applicable rules to be sent to customers shall be included with the consolidated billing. Company reserves the right to specify the presentation methodology and other characteristics such as size or weight which will be included as part of the basic billing service without additional fees. Items not meeting those specifications shall be included at fees mutually agreeable to both parties. Any separate bill inserts for the required Supplier information shall be provided at the Supplier's expense.

Supplier rates and pricing options must be supported by meters in place and the Company's billing systems. No more than one supplier rate and pricing option can be effective during a customer's monthly billing cycle.

Payments received shall be applied first to Company accounts receivable until the Company accounts receivable are fully satisfied. Any remaining payment shall be applied to the Supplier accounts receivable until the Supplier accounts receivable are fully satisfied.

2. Expanded Billing Service

The Company agrees to provide an expanded billing service to the Supplier. Such expanded service shall include but not be limited to: all Supplier billing information presented on a separate page of the PSNH bill, incorporation of the Supplier logo on the separate Supplier billing page and incorporation of additional Supplier provided messages. Supplier agrees to provide either a camera ready sample of the logo or an electronic representation of such logo. Initial set-up and ongoing changes to supplier messages shall be considered rates maintenance and subject to the associated charges for the time spent on such set-up and changes. Company reserves the right to restrict the size of supplier messages.

3. Non-standard Billing Service

The Company may provide, at its option, additional billing or payment services which require significant changes to the Company's billing systems. Supplier requesting such additional services will be assessed a one time set-up charge calculated at the rate specified in Exhibit B to this Master Agreement. Company reserves the right to also negotiate a separate on-going fee for such non-standard services.

4. Rates Maintenance and Error Correction Service

The Company shall provide rate 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 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.

5. Billing Errors

If either party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, that party shall within five (5) days from the date of such discovery, notify the other party in writing or electronically and explain the nature of the error. Notwithstanding the foregoing, the parties acknowledge that the Company may estimate Customer usage when conditions require in accordance with NHPUC regulations, and such estimated usage shall not be considered billing errors. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. 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.

B. Collection Services

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

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

C. Supplier Customer Service

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

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

Suppliers electing to receive supplier customer service shall be responsible for establishing a separate toll-free number routing into the Company's automatic call distribution switch. Supplier shall be responsible for all costs associated with initiation and ongoing charges of such toll-free number. Calls received shall be merged with Company calls and answered along with Company calls on a first come, first served basis with no priority given to calls on the Supplier number. If the Company is experiencing significant outages, completion of customer calls may be deferred until the outages are fixed.

While the charges for this Supplier customer service are defined in the Terms and Conditions for Suppliers Section 2.(e) of the Company's delivery service tariff and reflected in Exhibit B to this Master Agreement, such Section also allows the Company and Supplier to negotiate an annual per customer fee for Supplier customer service.

D. Interval Data and Metering Services

The Company agrees to provide the following services which are limited to Customers who are receiving service under the Company's Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B. All time interval data will be provided in either 30 minute or 60 minute intervals.

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

1. Interval Data Access Service

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

2. Load Pulse Outputs Service

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

3. Extended Metering Services

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

4. Special Request Services

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

E. Customer Load Analysis

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

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

F. Special Reporting Service

Company agrees to provide special reporting service to Suppliers. Special reporting shall include any custom reports requested by the Supplier not part of the Company's billing system. Supplier shall pay a one time charge for development of the special report as well as the costs of producing the report including data analysis. Company reserves the right to refuse to produce a particular report so long as the same decision not to supply the particular report is applied to all Suppliers in the Company's service area.

G. Additional Services

Additional services not covered by this Master Agreement shall be included in an amendment to this Master Agreement.

VIII. Fees

Company may charge fees to Supplier as set forth in the Terms and Conditions for Suppliers section of the Company's rate tariffs as they may be amended from time to time and approved by the NHPUC. For services which are not delineated in the Company's rate tariff, fees shall be negotiated and specified in Exhibit B to this Master Agreement. 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 before transmitting such amounts to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Master Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill. Failure of Supplier to pay within twenty-five (25) days of the postmark date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month on the total outstanding balance due commencing from the date said bill was postmarked. The bill may also be transmitted electronically if agreed to by the parties. The electronic transmission date shall be considered the postmark date of the bill.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Master Agreement to any third party, including affiliates of the Company and the Supplier, without the express prior written consent of the other party. Supplier acknowledges that Company may disclose Confidential Information as it deems necessary to employees and agents of Northeast Utilities Service Company, the Company's service company affiliate, or its successor Service Company, to assist Company in meeting its obligations under this Master Agreement. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, Suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Master Agreement or from a party who was under an obligation of confidentiality to the other party to this Master Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Master Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any order or injunction to prohibit such disclosure.

XI. Termination

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

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

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled.

XII. Force Majeure

Neither party shall be considered in default under this Master Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Master Agreement.

XIII. Liability and Indemnification

Company and Supplier shall indemnify, defend, and hold the other and their respective affiliates, and the directors, officers, employees and agents of each of them, harmless from and

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

The parties acknowledge and agree that for purposes of the Terms and Conditions, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other party.

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

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

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

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

XIV. Terms and Conditions

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

XV. Dispute Resolution

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

XVI. Notice

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

XVII. Governing Law

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

XVIII. Enforceability

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

XIX. Assignment and Delegation

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

In addition, either party may subcontract its duties under this Master Agreement to a subcontractor provided that the party subcontracting shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the

point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. Miscellaneous

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

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

SUPPLIER

By _____

Title _____

Date _____

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By _____

Title _____

Date _____

EXHIBIT A

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 B

Services Specified in Terms and Conditions for Suppliers

Billing and Payment Service	Required
Expanded Billing Service	Optional
Non-Standard Billing Service	Optional
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
Special Reporting Service	Optional

Rates for services not specified in Terms and Conditions for Suppliers

To be decided upon by the Supplier and the Company.

EXHIBIT C

Optional services selected by Supplier