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Electricity Supply Service Agreement

This agreement for Electricity Supply Services (the “Agreement”) is made and entered into effective the [NHEC to insert date] ____ day of _____, 20__ by and between, New Hampshire Electric Cooperative, Inc. (“Cooperative”), a New Hampshire Corporation, with its principal place of business in Plymouth, New Hampshire, and _____ is herein referred to as “Supplier”, with its principal place of business in _____.

I. Basic Understanding

Under the Cooperative’s Restructuring Settlement Agreement approved by the New Hampshire Public Utilities Commission (“NHPUC”) by Order No. 23,013 (Sept. 8, 1998) in Docket No. DR 98-097 and by Order No. 23,713 (May. 31, 2001) in Docket No. DR 01-038 approving Default Service Filing the Interim Procedures Establishing Registration Requirements for Governing Retail access (“Interim Procedures”) as approved; and applicable regulations of the NHPUC and New Hampshire Department of Energy (“NHDOE”), the Cooperative has the authority and obligation to perform certain services for suppliers of electric energy. In order to delineate their respective rights and obligations, the Cooperative and the Supplier enter into this Agreement regarding the provision of such services, and the Cooperative agrees to provide services to the Supplier in accordance with the terms hereunder.

This form of Agreement has been developed for use between the Cooperative and suppliers of electric energy, and may not be waived, altered, amended, or modified, except as provided herein. Appendices A and B, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

II. Definitions

The terms listed in this section and used in this Agreement which are not otherwise defined shall have the meanings set forth in this section. Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Interim Procedures or in the Cooperative’s Tariff on its website.

1. “Agreement” shall mean this Electricity Supply Agreement, including all its appendices.
2. “Authorized Representative” shall mean persons or entities designated hereinafter in writing in accordance with Section XX who shall be authorized by the Party on whose behalf it is designated to act carrying out all the provisions of this Agreement.
3. “Billing Service” shall mean either one of the two types of billing service the Cooperative offers to Suppliers. They are: (1) Standard-Billing Service whereby Supplier separately bills the member for the cost of the energy supplied: or, (2) Consolidated-Billing Service whereby the Cooperative will issue a single monthly bill which will include Supplier’s energy charge.
4. “Business Day” shall mean any day, other than a Saturday, a Sunday, or a Holiday that is observed on a weekday. If any performance date referenced herein occurs on day other than a Business Day, such performance date shall be the next succeeding Business Day.
5. “Competitive Energy Supplier” shall mean any entity registered with the NHDOE pursuant to RSA 374-F:7 and Admin. Rules Puc 2000 to sell electricity to retail Members/Customers in New Hampshire.
6. “Community Power Aggregation” or “CPA” shall mean a municipal or county aggregation program established pursuant to RSA 53-E.
7. “Co-op Power” or “Cooperative Power” shall mean the service provided by the Cooperative to a Member who is not receiving Energy Service from a Competitive Energy Supplier or Community Power Aggregation. Co-op Power from the Cooperative is provided in accordance with the provisions set forth in the Cooperative's Tariff on display on the Cooperative’s website.
8. “Delivery Company”, “Company”, or “Cooperative” shall mean the New Hampshire Electric Cooperative, Inc.
9. “Delivery Service” shall mean the delivery of electricity to Members by the Delivery Cooperative pursuant to the Cooperative’s Tariff on display on the Cooperative’s website (www.nhec.com).
10. “EDI” shall mean Electronic Data Interchange.
11. “EDI Guidelines” shall mean the EDI transaction implementation guidelines prepared to enable electronic interchange of data between Energy Suppliers and the Cooperative, for the transactions described in the EDI Working Group Report. This term shall refer to the EDI Guidelines prepared for use by New Hampshire Electric Cooperative until such time as amended EDI Guidelines are approved and published by the EDI Working Group and the NHPUC or NHDOE for statewide use.
12. “EDI Working Group Report” or “Report” shall mean the report submitted by the Electronic Data Interchange Working Group on April 2, 1998, as on file with the NHPUC, and as adopted by the NHPUC pursuant to Order No. 22,919 (May 4, 1998).
13. “EDI Testing Fee” shall mean a charge to the Supplier for the Cooperative to perform testing of the required services. The testing will begin following notification by the

- Supplier of their selected EDI Service Company. This fee will also be charged on each occasion additional tests are needed, such as if the Supplier fails to complete a test within the agreed upon timeframe, or if the Supplier changes EDI vendors.
14. “Energy Service” shall mean the sale of electricity, energy including ancillary services such as the provision of reserves, and services related to the provision of capacity as defined by ISO-NE to a Member by a supplier of electric energy.
 15. “Energy Supplier” or “Supplier” shall mean a Competitive Energy Supplier registered pursuant to RSA 374-F:7 and Admin. Rules Puc 2000 or Community Power Aggregation registered pursuant to RSA 53-E and Admin. Rules Puc 2200 functioning as Load Serving Entities.
 16. “Enrollment period” shall mean, for a particular Member, the period of time during which an Energy Supplier may submit an enrollment transaction to a Delivery Cooperative for initiation of Energy Service concurrent with the start of the Member's next billing cycle.
 17. “Holidays” shall mean those days as defined in Appendix B, Section 2, of this agreement.
 18. “Interim Procedures” shall mean the Interim Procedures governing retail access for Competitive Energy Suppliers serving retail Members of the New Hampshire Electric Cooperative, Inc. issued by the NHPUC in Order No. 23,013 (Sept. 8, 1998) Docket No. DR 98-097.
 19. “ISO-NE” or “ISO-New England” shall mean ISO New England, Inc., or any successor entity or entities which performs the functions of ISO-NE.
 20. “ISO-NE PTF” shall mean ISO-New England 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.
 21. “Line Losses” shall mean transmission losses including losses on the ISO-NE PTF, losses from the ISO-NE PTF to the interconnection with the Cooperative’s distribution system, and losses on the Cooperative’s distribution system
 22. “Member” shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Delivery Service at a Member End Point and who is a Member of record of the Cooperative.
 23. “Member End Point” shall mean the Cooperative’s meter(s) or a service location point designated by the Cooperative located at the Member’s premises.
 24. “NEPOOL” shall mean the New England Power Pool and its successors.
 25. “NHDOE” shall mean the New Hampshire Department of Energy.
 26. “NHPUC” or “Commission” shall mean the New Hampshire Public Utilities Commission.
 27. “Non-PTF” shall mean transmission facilities which do not constitute ISO-NE PTF.
 28. “Service Area” shall mean the Service Area described in the Cooperative’s Tariff, and as determined by the NHPUC.

29. “Settlement Account” shall mean the account utilized by NEPOOL and/or ISO-NEW ENGLAND to determine its Participants’ settlement obligations, as set forth in the Restated NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.
30. “Tariff” shall mean the Cooperative’s Tariff both Jurisdictional and Non-Jurisdictional, which includes its Terms and Conditions and related rate and fee schedules posted on the New Hampshire Electric Cooperative’s website, as may be in effect and amended from time to time.
31. “VAN” shall mean the Value Added Network or other electronic hosting services serving as communication link between business partners.

III. Term

This Agreement shall become effective on the date hereof (“Effective Date”) and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than sixty (60) days prior to the desired termination date, except as provided in Sections VII and X 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, the Supplier acknowledges that the Cooperative will provide Cooperative services as set forth in Section VI only upon satisfaction or express, written waiver of the requirements of Sections IV and V of this Agreement. This Agreement shall be subject to the Cooperative’s Tariff as on the Cooperative’s website. The Cooperative’s Tariff is hereby incorporated by reference as though directly set forth herein. In the event the terms of this Agreement conflict with the Cooperative’s Tariff, the Tariff shall control.

IV. Requirements

1. Supplier shall register with the NHDOE pursuant to the applicable rules.
2. Supplier shall successfully complete testing with the Cooperative of the EDI transactions as specified in the EDI Working Group Report and any other applicable EDI Working Group standards published under the direction of the EDI Working Group (all of which together are referred to herein as “EDI Standards”). The Supplier may elect to arrange with a third-party to provide the necessary EDI services; provided, however, that in the event the Supplier intends to terminate its third-party arrangement for EDI services, the Supplier shall provide the Cooperative sixty (60) days prior written notice of such intent to terminate.
3. Prior to Member enrollment, the Supplier shall participate in Supplier training and pay the EDI Testing Fee.
4. If the Supplier at any point selects a new EDI provider, the provider must also successfully complete testing with the Cooperative of the EDI transactions as specified in the EDI Working Group Report and any other applicable EDI Working Group standards published under the direction of the EDI Working Group (all of which

together are referred to herein as “EDI Standards”). The EDI Testing Fee must be paid by the Supplier.

V. Supplier’s Responsibilities

1. Registration Requirements and NEPOOL Status

- i. Supplier shall notify the Cooperative within twenty-four (24) hours in writing and via e-mail to the Cooperative’s authorized business and technical representatives if its registration to act as a Supplier, as provided for in the Interim Procedures, or other applicable NHPUC rule, is acted upon by the NH DOE or NHPUC 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 or authority. Revocation or non-renewal of Supplier’s registration shall be grounds for immediate termination of this Agreement by the Cooperative.
- ii. The Supplier must either (i) be a NEPOOL Participant having its own Settlement Account, or (ii) have an agreement in place with a NEPOOL Participant whereby the NEPOOL Participant agrees to include the load to be served by the Supplier in such NEPOOL Participant’s Settlement Account. Supplier must notify the Cooperative within twenty-four (24) hours prior, as applicable, to any event reasonably within the Supplier’s knowledge, and of which Supplier has any reason to believe the Cooperative has no knowledge, and that will render the Supplier or its agent unable to maintain the status with NEPOOL required in providing Energy Service. Upon such notice or upon the occurrence of such an event, Cooperative shall have the immediate right to switch the Supplier’s customers so affected to Co-op Power under the Cooperative’s Tariff.
- iii. The Supplier agrees to and shall remain in compliance with all applicable rules and regulations as set forth or administered by ISO-NE, NHPUC, and NHDOE during the term of this Agreement.
- iv. The Supplier shall establish and maintain with ISO-NE at least one Load Asset for each NHEC metering domain in accordance with ISO-NE’s rules and procedures.
- v. The Supplier shall fully comply with the requirements provided in the Cooperative’s Tariff.
- vi. The Supplier shall update information requested in Appendix A, five (5) business days prior to any change in information contained in Appendix A.

2. All-Requirements Service

The Supplier shall be responsible for providing all-requirements service to meet each of its customers' needs. The 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, as imposed by NEPOOL, ISO-NE, or any similar or successor entity in connection with such service. The Supplier is also solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by the ISO-NE, NHPUC, and NHDOE which are attributable to the provision of such service.

3. Losses

The Supplier shall be responsible for any and all line losses in all transmission systems and the distribution system, relating to providing Energy Service to its customers.

4. Other Requirements and Acknowledgments

- i. The Supplier is responsible for complying with all applicable rules and regulations of the State of New Hampshire and those of the NHPUC and NHDOE, including but not limited to, Puc 2000 Competitive Electric Power Suppliers and Aggregators Rules and Puc 2200 Municipal and County Aggregation Rules.
- ii. The Supplier acknowledges that the Cooperative will select and may from time to time change the VAN or other electronic networking vehicle. The Cooperative will not change the VAN or other electronic networking vehicle without first providing the Supplier notice via e-mail at least thirty (30) business days prior to any such change. The 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.
- iii. The Supplier acknowledges that the Cooperative is authorized to deny Energy Service to a Member if the Cooperative has terminated such Member's Delivery Service in accordance with the rules and regulations of the NHPUC and NHDOE, including the NHPUC's billing and termination regulations, and the Cooperative's Tariff, until such time as the Member is reinstated by the Cooperative. In order for the Supplier to serve such a Member after reinstatement, the Supplier must re-enroll the Member.
- iv. The Supplier shall be responsible for obtaining the necessary authorization from each Member prior to initiating Energy Service to the Member. Such authorization shall be in accordance with the Interim Procedures and any other applicable rules promulgated by the NHPUC.
- v. When changes or updates occur in the applicable EDI Standards, the Supplier shall be required to successfully complete testing to certify compliance with the EDI Standards. The EDI Testing Fee must be paid by the Supplier.

VI. Cooperative Services and Responsibilities

1. Delivery Service

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

The Cooperative shall meter each Member in accordance with its Tariff provisions.

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

The Cooperative may discontinue Delivery Service to a Member in accordance with the provisions set forth in the Tariff and NHPUC and NHDOE regulations. The Cooperative shall provide electronic notification, as required by NHPUC and NHDOE regulations to the Member's Supplier of record upon final billing to the Member. Once disconnection occurs, the provision of Energy Service to the Member is no longer the obligation of the Supplier. The Cooperative shall not be liable for any revenue losses to the Supplier as a result of any such disconnection.

2. Billing Services

The Cooperative agrees to offer two billing service options to Supplier: (1) Standard-Billing Service; or (2) Consolidated-Billing Service. All measured billing determinants provided by Cooperative will be based on Cooperative-owned metering.

i. Standard-Billing Service

In accordance with the provision of the Standard-Billing Service option, Supplier agrees to separately bill Members for the cost of Energy Service provided by the Supplier and for the collection of amounts due to the Supplier from the Member. The Cooperative will provide the Supplier the Member's usage data in accordance with the EDI Standards. Supplier rate code "DUAL" is reserved to enroll accounts with Standard-Billing Service.

ii. Consolidated-Billing Service

In accordance with the provision of the Consolidated-Billing Service option, the Cooperative agrees to issue a single bill monthly for all electric service components. The Cooperative will utilize the prices and meter usage data collected by the Cooperative to calculate the Energy Service portion of the bill for the Supplier.

iii. Transaction Processing

Member transactions will be processed in accordance with the EDI Standards. Any changes in these standard transactions will be in accordance with the EDI Standards.

iv. Conditions of Billing

Members that contact the Cooperative concerning the billed amount for Supplier Energy Service or any other Supplier issue will be referred to Supplier's Member service telephone number identified in Appendix A.

The Cooperative will not undertake billing investigations, Member inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of the Supplier.

For both Standard-Billing Service and Consolidated-Billing Service, the 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.

For Consolidated-Billing Service, the Supplier shall furnish to the Cooperative a complete schedule of its current and relevant rates and rate pricing options for Energy Service using the Consolidated-Billing Supplier Rate Sheet. Any subsequent change in the Supplier's existing rate structures or rate pricing options for Energy Service shall be transmitted to the Cooperative as they occur using the Consolidated-Billing Supplier Rate Sheet. These notifications will include the old and new rates, old and new pricing options, and effective date for billing each rate. Supplier rates and pricing options must conform to the structure in use by the Cooperative for each specific rate class and be supported by meters in place.

The Cooperative shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the NHPUC or NHDOE.

For Consolidated-Billing Service, the Cooperative will transfer payments to the Supplier by way of Automated Clearing House ("ACH") on the last week of the calendar month for all members billed during the prior calendar month. NHEC will pay the full amount billed, less the Discount Percentage Rate ("DPR") and applicable billing service charge. The ACH payment will follow the normal accounts payable payment schedule established by the Cooperative.

The Cooperative agrees to provide upon request a sync report to Supplier. The frequency will be one report per month. Supplier must obtain the express authorization of residential and non-residential customers, except when Puc 2200 rules apply, which allows the Cooperative to disclose sync report information to Supplier. When it has received a successful EDI enrollment from Supplier, the Cooperative will recognize the completion of the EDI enrollment process as indicating Supplier has obtained all required authorizations from the Cooperative's members, except when Puc 2200 rules apply. Following a successful EDI enrollment, if a Member is enrolled in budget billing or has an existing payment arrangement, this information will be communicated to Supplier when requested via a monthly sync report, on the next scheduled date. Supplier agrees that any failure to obtain member consent, or to timely provide proof of such consent upon request, shall constitute a material breach of this Agreement and further agrees that it shall indemnify the Cooperative, its employees, and its agents, for any claims or damages arising from such breach, including all reasonable attorney's fees and costs incurred in association with responding to such breach.

Any customized billing will be charged to the Supplier at a rate as defined in the Cooperative's Tariff. The Cooperative is not responsible for the delays, which may be considerable, due to customization.

v. **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 Cooperative's or the Supplier's bill calculation, that party shall make every effort to resolve the billing error prior to the settlement deadlines as required by ISO-NE settlement rules and regulations. Notwithstanding the foregoing, the parties acknowledge that the Cooperative may send estimated bills to Members in accordance with NHPUC and NHDOE regulations, and such estimated bills shall not be considered billing errors.

vi. **Estimated Energy & Demand**

In cases where the Cooperative uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated readings as final values. The Cooperative shall not be obligated to reconcile the estimated values after actual meter reading values are available.

3. **Load Estimating and Reporting**

The Cooperative or its designated agent shall determine the Supplier's hourly loads and report such to ISO-NE, its successor or its designated agent.

Hourly load estimates for Members will be based upon load profiles and hourly meter reads based on NHEC's load estimation process. The Cooperative or its designated agent shall normally report hourly loads in accordance with the time specified by ISO-NE, its successor or its designated agent for inclusion in the Supplier's designated Settlement Account. To refine these estimates of Supplier's load, a monthly calculation shall be performed to incorporate the most recent Member usage information, which is available after the monthly meter readings are processed.

The process of Supplier load estimation involves statistical samples and estimating error. The Cooperative shall not be responsible for any estimating errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors. Moreover, the Cooperative and the Supplier acknowledge that pricing structures will likely change as a result of the implementation of federal or state initiatives or regulations regarding standard market design and zonal and nodal pricing. The Cooperative shall not be liable for errors in calculating the nodal and/or zonal price.

4. Member Usage Information

To the extent available, the Cooperative shall provide twelve months of historic usage data on Members' bills, in addition to the usage data for the current billing period, for a total of thirteen (13) months.

The Cooperative shall provide up to twelve months of a Member's historic usage data (if such data are available) to the Supplier, provided that the Supplier has received the appropriate authorization from the Member, in accordance with the EDI Guidelines for Historical Usage Data as described in the EDI Working Group Report.

Up to twelve months of historic hourly interval meter data used in ISO-NE settlement will be provided to a properly authorized Supplier for a fee as detailed in the Cooperative's Tariff.

5. Additional Services

Any additional Services provided by Cooperative are set forth in Appendix B hereto.

VII. Initiation and Termination of Energy Service

1. Initiation of Energy Service

To initiate Energy Service to a Member, the Supplier shall obtain the necessary authorization pursuant to the Interim Procedures, or, when applicable, the Puc 2200

rules, and shall submit an EDI transaction to the Cooperative, in accordance with the rules and procedures set forth in the EDI Working Group Report.

If the information on the enrollment transaction is correct, Energy Service shall commence on the date of the Member's next scheduled meter read, provided that the Cooperative has received the valid enrollment transaction no fewer than two business days prior to the meter read date. If the Cooperative has not received the valid enrollment transaction at least two days before the meter read date, Energy Service shall commence on the date of the Member's subsequent scheduled meter read.

If more than one Supplier submits an enrollment transaction for a given Member during the same enrollment period, enrollment shall be as determined in accordance with the EDI Working Group Report.

2. Termination of Energy Service

To terminate Energy Service with a Member, the Supplier shall submit an EDI transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Members may also terminate Energy Service by contacting the Cooperative directly. Energy Service generally shall be terminated on the date of the Member's next scheduled meter read, provided the Cooperative has received this transaction no fewer than two business days prior to the meter read date. If the Cooperative has not received this transaction at least two days before the meter read date, Energy Service shall be terminated on the date of the Member's subsequent scheduled meter read.

In those instances when a Member switches from its existing Supplier to a new Supplier, the Cooperative shall send the existing Supplier an EDI transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.

3. Member Moves

When a Member that is receiving Energy Service from the Supplier moves within the Cooperative's service territory the Cooperative will make a reasonable effort for the Member to continue to receive Energy Service from the Supplier. Upon such notification, the Cooperative shall send an EDI transaction to the Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

In those instances when a Member of the Supplier moves into the Cooperative's service territory, the Supplier must submit an EDI transaction to the Cooperative in order to initiate Energy Service for that Member, in accordance with the rules and procedures set forth in the EDI Working Group Report.

Otherwise, the Member shall receive Co-op Power from the Cooperative in accordance with the provisions set forth in the Cooperative's Tariff as shown on the Cooperative's website.

If any EDI transactions are rejected by the Cooperative due to incorrect or invalid data content, the Cooperative shall send an "error" transaction to the Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EDI Working Group Report.

VIII. Invoicing and Payment for Services

Invoices for services provided by the Cooperative under the terms of this Agreement shall be rendered to the Supplier on a monthly basis and shall be due upon receipt of said invoice, unless otherwise specified in Appendix B. Failure of the Supplier to pay within thirty (30) days of the posting date on the invoice shall result in the addition of interest on any unpaid balance. The interest on the unpaid balance shall be calculated at the rate of 1.5% per month commencing from the date said invoice was posted. The posting date is the date the invoice is transmitted to the Supplier. The invoice may also be transmitted electronically if agreed to by the parties in Appendix B. The Cooperative shall have the right to subtract fees that the Supplier owes to the Cooperative, and that are sixty (60) days or more past due, from amounts the Cooperative collects on behalf of the Supplier.

IX. Nondisclosure

A requirement of this contractual agreement is that the Supplier must have properly executed the separate "Confidentiality and Non-disclosure Agreement." If the Confidentiality and Non-disclosure Agreement is not properly executed, this Agreement will be null and void.

X. 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 filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement and has not cured such breach within thirty (30) days after receipt of a written notice from the other party specifying the nature of such.

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.

XI. Force Majeure

To the maximum extent permitted under law, the Cooperative shall not be liable to the Supplier for any direct, special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the future be in effect, including without limitation tort, product liability, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered, circumstances beyond the Cooperative's immediate control, including but not limited to civil disturbance, sabotage, war, insurrection, acts of God, nature, or the public enemy, accidents, labor difficulties, actions of transmission service provider(s), Supplier(s), federal, state, or municipal authorities, the failure to receive electricity from any Suppliers, implementation of any emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

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

XII. Liability and Indemnification

Supplier shall indemnify, defend, and hold harmless the Cooperative, 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 Cooperative in connection with the non-negligent performance of its obligations under this Agreement; and the Supplier shall waive recourse against the Cooperative and its Affiliates for or arising from the non-negligent performance by the Cooperative in connection with the performance of its obligations under this Agreement.

The parties expressly acknowledge and agree that the dispute resolution provision in Section XIII of this Agreement shall apply 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 the Cooperative be liable to the Supplier 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.

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

XIII. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the parties' authorized representatives for resolution. The parties' authorized 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 X. 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 Commission may be referred by the Cooperative, the Supplier, or the Member to the NHDOE and/or the NHPUC and such disputes shall be subject to the regulatory oversight of the NHPUC.

XIV. Notice

Except as otherwise provided in this Agreement, all notices, correspondence and written communications required to be given by either Party to the other Party hereunder shall be addressed as described in Appendix A, Section F, of the Electricity Supply Service Agreement. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XV. 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.

XVI. 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 thereof shall otherwise be fully enforceable.

XVII. 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 the Supplier shall take effect until the assignee has met the requirements of Section IV and V 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.

XVIII. Disclaimer of Warranty

All services are provided "as-is". No warranty of any kind, either expressed or implied, shall be provided. The Cooperative disclaims all warranties of merchantability and fitness for a particular purpose, and any warranties arising from the course of trade or dealing.

XIX. Miscellaneous

This Agreement is the entire agreement between the parties 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.

XX. Representations

Both the Cooperative and the Supplier represent that it is and shall exercise all reasonable care, diligence and good faith to remain in compliance with all applicable laws, tariffs, and regulations, including all NHPUC, NHDOE, and ISO-NE requirements during the term of this Agreement.

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

Each party represents that: (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; 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.

For Supplier

Printed Name _____

Title _____

Signature _____

State of _____, County of _____

Before me personally appeared: _____

Who on this _____ day of _____ year _____

Acknowledge the foregoing to be his/her/their voluntary act and deed:

Justice of Peace/Notary Public _____

For New Hampshire Electric Cooperative

Printed Name _____

Title _____

Signature _____

State of _____, County of _____

Before me personally appeared: _____

Who on this _____ day of _____ year _____

Acknowledge the foregoing to be his/her/their voluntary act and deed:

Justice of Peace/Notary Public _____