

THE UNITED ILLUMINATING COMPANY
ELECTRIC SUPPLIER SERVICE AGREEMENT

This Electric Supplier Service Agreement (“Agreement”) made this _____ day of _____, _____ (“Effective Date”), by and between The United Illuminating Company, a specially chartered Connecticut corporation with a principal place of business at 180 Marsh Hill Road, Orange, Connecticut (“the Company” or “UI”) and _____, a _____ corporation with a principal place of business at _____ (“Supplier” or “Electric Supplier”).

I. Basic Understandings

Under Connecticut Public Act 98-28, as amended from time to time, the Company’s Terms and Conditions for Electric Suppliers approved by the Connecticut Public Utilities Regulatory Authority (“PURA”) or successor agency as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and applicable regulations of PURA, the Company has the authority and obligation to perform services for competitive suppliers of electricity. The Terms and Conditions, in Section 3C.5, require the Supplier to enter into a service agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, the Company agrees to provide certain services to the Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

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

II. Definitions

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

III. Term

This Agreement shall become effective on the 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 forty-five (45) days prior to the desired termination date, except as provided in Sections VI and XI of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until completing processing any transactions that require processing and that are outstanding at termination. Notwithstanding the Effective Date, the Supplier acknowledges that the Company will provide Company Services as set forth in Section VII only upon satisfaction or express, written waiver of the requirements of Section IV of this Agreement.

IV. Conditions Precedent

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

- A. Supplier shall provide all information requested in Exhibit B and Exhibit C attached hereto.
- B. Supplier shall register, obtain, and maintain the necessary licensing from PURA.
- C. The Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Generation Service in an electronic format submitted in the Company's Supplier rate input workbook no less than thirty (30) Business Days prior to the Supplier's initial Customer enrollment with the Company or no less than fifteen ("15") Business Days prior to subsequent rate request submittals or changes.
- D. Prior to Customer enrollment, the Supplier shall successfully complete testing with the Company of the Electronic Business Transactions ("EBT") implementation of Electronic Data Interchange ("EDI") as specified in the Connecticut EBT Working Group Report and any other applicable EBT Working Group standards published under the direction of the EBT Working Group (*i.e.*, on the EBT Working Group web site or its successor) (all of which together with the EBT are referred to as "EBT Standards" herein).
- E. The Supplier shall furnish to the Company a UI Substitute W9 Form prior to Supplier submittal of its first Customer enrollment.

V. Representations

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

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

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

VI. Supplier's Responsibilities

The Supplier shall notify the Company within twenty-four (24) hours in writing if its license to act as a Supplier is acted upon by PURA 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 the Supplier's license shall result in automatic termination of this Agreement by the Company

The Supplier shall notify the Company by electronic mail and by telephone at Company contacts listed in Exhibit A and PURA in writing no less than twenty four (24) hours after the Supplier or its agent is notified by ISO-NE that, pursuant to the Rules, the Supplier or its agent has been suspended from the ISO-NE market due to a credit test default or for any other reason.

If the Company is notified by ISO-NE that a Supplier Load Asset has been suspended or terminated, the Company shall transfer all of the Supplier's customers currently served Generation Service by that Supplier to the Company's applicable Generation Service. This change shall be effective as of the next calendar day following the ISO-NE suspension or termination.

Any costs, fines or penalties incurred by the Company as a result of reporting Load to ISO-NE caused by erroneous data obtained from the Supplier shall be the sole responsibility of the Supplier. The Supplier's failure to pay all such costs, fines or penalties to the Company is a material breach of this Agreement and may result in termination of this Agreement, which termination shall not release the Supplier of its obligation to pay the Company for the same.

The Supplier shall update information requested in Exhibit B five (5) Business Days prior to the effective date of any such change. This information must be submitted via electronic mail or by hard copy delivery at Company contacts listed in Exhibit A.

The Supplier shall update information requested in Exhibit C twenty-five (25) Business Days prior to the effective date of any such change. This information must be submitted via electronic mail or by hard copy delivery at Company contacts listed in Exhibit A.

The Supplier acknowledges that the Company will select and may from time to time change the EBT electronic transmission vehicle. The current method utilized is the North American Energy Standards Board ("NAESB"). The Company acknowledges the benefit to both the Company and the Supplier in minimizing the transaction costs in selecting the electronic transmission vehicle. Notwithstanding the above, the Company will not change the electronic transmission vehicle without first providing the Supplier via Internet electronic mail at least thirty (30) Business Days notice of any such change. The Supplier shall be responsible for the initial testing costs of the electronic transmission vehicle and costs of subsequent transactions as described in the Terms and Conditions.

The Supplier acknowledges that the Company is authorized to deny Generation Service to Customers if the Company has terminated such Customer's Delivery Service in accordance

with the rules and regulations of the PURA, including the PURA's billing and termination regulations, until such time as the Customer is reinstated by the Company. In order for the Supplier to serve such a Customer after reinstatement, the Supplier must re-enroll the Customer.

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

The Supplier shall be responsible for all present and future costs and charges imposed on or associated with the delivery of Generation Service to its customers and assigned to Supplier's Load Asset(s) by ISO-NE, regardless of how these costs or charges are assessed by ISO-NE. If the Company is assessed costs which are the responsibility of the Supplier, the Company will pass these costs on to the Supplier in a subsequent bill rendered to the Supplier or, at the Company's option, in a separate invoice and Supplier shall promptly pay the same.

VII. Company Services and Responsibilities

A. Billing Services

To the extent that Supplier does not bill Customers directly for Generation Service charges in accordance with all applicable regulations governing the same, the Company will provide a single monthly bill to each Customer including all unbundled charges as well as the Supplier's charges for Generation Service. All measured billing determinants provided by the Company will be based on Company-owned metering.

1. Rates

The Company agrees to use the rates and pricing options supplied by the Supplier to calculate the Supplier portion of Customer bills. The Company agrees to provide the Supplier with Customer usage and billing information, in accordance with the EBT Standards and UI's Bills Rendered Supplier Payment Methodology.

The Company shall input the Supplier's rates charged and pricing options for Generation Service. Supplier rates and pricing options must conform to the rate structure for Generation Service in use by the Company for each specific rate class and be compatible with the meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented, provided that: (1) The Supplier notifies the Company of the rate changes in accordance with Section IV.C.; (2) upon the Company's request, the Supplier provides a sample bill calculation; and (3) the Supplier consents to the implementation of the new rate once the Company has tested its billing processes.

2. Transaction Processing

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration and reporting of Customer

usage and billing. Any changes in these standard transactions will be in accordance with the EBT Standards.

The following items identify Company specific requirements for EDI Transactions:

- Due to the Bills Rendered Payment Methodology, a Supplier cannot submit a drop for non-payment (814) transaction. If an 814 transaction is submitted with the following codes; ASI01=7 and ASI02=022, the transaction will be rejected.
- The type of EDI transactions will always be 810 (Invoice), 867 (Historical Usage), 814 (Enrollment, change, drop, move, etc.) or 997 (Functional Acknowledgement).
- The Service Identifier is not utilized by the Company due to its account structure.
- The Company may send a mailing address correction via an 814 transaction.
- The Company's customer account identifier is a 13 digit number and is identified on the customer's bill as the POD ID. The Company will reject a customer account identifier that is less than or more than 13 digits.
- Due to the Bills Rendered Payment Methodology, the Company will provide 810 transactions at the account level only.
- Due to the Bills Rendered Payment Methodology, the following fields will not be utilized in the 810 Transaction: Supplier Arrears, Arrears Interest and Current Customer Charges.
- The Company will not utilize the 820 transaction.
- The Company will follow the EBT testing guidelines, plan, and scenarios. The Company will modify the EBT test data with data that more accurately represents company production data. The Company requires the Supplier to do the same. The test data must be exchanged prior to the EDI testing process.
- The Company will not perform regulatory testing with the Supplier until the Supplier has first been established as a trading partner and has successfully completed connectivity testing with the Company's EDI provider.

3. Conditions of Billing

Customers that contact the Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's toll free customer service number identified in Exhibit B, and included on each Customer's bill. Per PURA approval, there is a charge to the Supplier for the cost of these Customer calls.

The Company will not undertake bill investigations, customer inquiries concerning Supplier charges, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A.

If the Company performs billing of Generation Service for the Supplier, the Company will bill, collect, report and remit to the State of Connecticut all sales taxes assessed upon Generation Service unless the Connecticut Department of Revenue Services directs that Supplier is responsible for the same.

4. Rendering of Bills

Rendering of bills is the preparation and mailing of statements of the amounts due from the customer for Supplier Generation Service. These amounts shall be included as part of the regular monthly bill for the Company's Delivery Service mailed to the customer. These billings will include the Supplier's toll free telephone number for customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by PURA or as provided and agreed to in Exhibit A.

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 the Company'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 the Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier shall be liable for any fees, as filed with and approved by PURA, for any rebilling and/or adjustment caused by Supplier error. The Company will not be liable for any billing errors due to errors by the Supplier. 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 shall provide within ten (10) Business Days. Notwithstanding the foregoing, the parties acknowledge that the Company may send estimated bills to customers and such estimated bills shall not be considered billing errors.

6. Payment Processing

The Supplier agrees to abide by the Company's Bills Rendered Supplier Payment Methodology, as approved by PURA in Docket 98-06-17 and hereby authorizes the Company to

process customer payments and remit monies to the Supplier in accordance with that methodology.

B. Load Estimating and Reporting

The Company will determine hourly electrical Load for each of the Supplier's Customers and report these Loads to ISO-NE (by Load Asset number(s) as supplied to the Company by the Supplier) in accordance with the Terms and Conditions and applicable ISO-NE reporting deadlines. In addition, the Company and the Supplier shall mutually agree upon any additional information that may be desired such as: (1) daily report of Supplier's aggregated hourly Load; and (2) monthly reconciliation of Supplier's Loads (in accordance with the ISO-NE reconciliation timeline). Depending on the request and the effort required by the Company, there may be additional charges to be paid by the Supplier to the Company in connection with the same. The Company will provide any mutually agreed upon reports to the Supplier, which will be listed and described in Exhibit A, in a format designated by the Company and reasonably acceptable to Supplier, and at the applicable charges to the Supplier

C. Additional Services

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

VIII. Fees

The Company may charge fees for services rendered to the Supplier as set forth in Exhibit A and as approved by PURA.

IX. Billing and Payment for Services

The Company will bill the Supplier for fees that the Supplier owes to the Company for services rendered under this Agreement and other charges and costs incurred. If the Supplier is owed monies for Generation Services from its Customers that have been billed by the Company, any applicable fees will be applied against these monies and a single net payment or bill will be sent to the Supplier in accordance with UI's Bills Rendered Supplier Payment Methodology. If the net of these items results in a bill to the Supplier, the bill shall be due upon receipt of such bill. Failure to pay within twenty-eight (28) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.25 percent per month commencing from the date the bill was posted.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the other party. 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 Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

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

XI. 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 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.

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 and Limitation of Liability

Neither party shall be considered in default under this Agreement or responsible or liable in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or other failure to perform obligations under this Agreement or deficiency in the quality or quantity of performance, or any other failure to perform if such failure or deficiency is caused by a Force Majeure event. For purposes of this section and this Agreement, a Force Majeure event shall be one caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or ISO-NE except by enforcement actions by ISO-NE. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

The Company will utilize good utility practices to provide services to Supplier, but does not guarantee the provision of services to Supplier. The Company shall not be liable to Supplier in any respect if, despite the Company utilizing good utility practices, the services are not provided to Supplier in accordance with this Agreement. For purposes of this Agreement, "good utility practices" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the geographic region covered by the North American Electric Reliability Council, or any successor entity, during the relevant time period, or any of the practices, methods or acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good utility practices are not intended to be limited to the optimum practices, methods or to act to the exclusion of all others, but rather to be acceptable practices or methods generally accepted in the region.

The parties expressly acknowledge and agree that the dispute resolution provision in Section XVI of this 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 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.

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

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

XV. Terms and Conditions

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

XVI. Dispute Resolution

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

XVII. Notice

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

XVIII. Governing Law

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

XIX. Enforceability

In the event that any portion or part of this Agreement is determined to be 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, provided that the parties work in good faith to amend the Agreement and include a valid portion that meets the intent of the invalid portion.

XX. Assignment and Delegation

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

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

XXI. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all other written or verbal agreements, communications, and representations.

This Agreement may be amended only by written agreement of the duly authorized employee or representative 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.

None of the terms of this Agreement shall be deemed waived or modified except by a writing drawn expressly for that purpose and signed by both parties. Failure or delay of either party hereto to enforce any of its rights under this Agreement shall not be deemed to be a modification or continuing waiver by such party of its rights under this Agreement.

All of the provisions of this Agreement relating to confidentiality, warranties, limitations of liability, indemnification, governing law, and dispute resolution shall expressly survive termination or expiration of this Agreement, for any reason.

The parties hereto are independent contractors and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or any other form of legal association which would impose liability upon one party for the act or failure of the other party.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date below.

Supplier _____

Print Name _____

By _____

Title _____

Date _____

The United Illuminating Company

Print Name _____

By _____

Title _____

Date _____

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Processing Schedule

The Company's computer operations processing schedule is available on the Company's internet site, www.uinet.com. Any reference made with respect to time in this agreement or the EBT Standards is understood to be Eastern Prevailing Time.

2. Money Transfers

The Company will transfer payments to the Supplier in accordance with the Company's Bills Rendered Supplier Payment Methodology, in effect at the time.

3. Fees

The Company will charge, and the Supplier shall be responsible for, the appropriate fees and charges as approved by PURA and attached as Appendix A to the Terms and Conditions.

Notices:

By Mail: The United Illuminating Company
Supplier Relations Department 1-16F
P.O. Box 1564
New Haven, CT 06506

By Electronic Mail: Supplier.Relations@uinet.com

By Telephone: 203-499-2000

EXHIBIT B

ELECTRIC SUPPLIER GENERAL INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a contract for services with the Company. Failure to fill out this form completely shall render the Company unable to provide services for the Supplier.

A. General Information

1. Legal name of the Supplier _____
2. d.b.a. name, if applicable _____
3. Supplier Main Address _____
4. Type of Business Entity _____
5. Supplier Tax Identification number _____
6. Supplier Dun & Bradstreet number _____
7. Supplier Contact for this Agreement _____
8. Supplier Contact Facsimile number _____
9. Supplier Contact E-Mail Address _____
10. Connecticut PURA Docket Number for Supplier License _____

B. Billing and Banking Information for wire transfer

1. Name of receiving bank (to accept electronic transfer of customer payments)

2. Routing and transit number (ABA number) _____
3. Bank account number _____
4. Name on bank account _____

C. Bill Print Supplier Information for UI Rendered Customer bills

- 1) Company Name* _____
- 2) Toll free telephone number _____
- 3) Website URL* _____

4) Company Address (City, State, Zip Code)_____

*Length restrictions may apply.

D. ISO-NE Load Asset information

1. Name of the Participant in whose Settlement the Supplier's Load Asset(s) will be served_____
2. Applicable Load Asset Number(s)_____
3. Supplier Contact Name and phone number (for Load Asset reporting issues)

4. Supplier Contact facsimile number (for Load Asset reporting issues)

5. Supplier Contact e-mail address (for Load Asset reporting issues)

E. Notices to Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Fax number: _____

Electronic Mail: _____

Printed _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT C

ELECTRIC SUPPLIER EDI INFORMATION Trading Partner Agreement

(Current EDI requirements and UI EDI information is posted and maintained on the UI website)

Supplier EDI Business Contact _____

Company _____

Telephone _____

Address _____

Email _____

Supplier EDI Technical Contact _____

Company _____

Telephone _____

Address _____

Email _____

NAESB Vendor: _____

ITEM	Test Environment	Production Environment
ISA Qualifier		
ISA Number		
GS Information		
DUNS+4 (N1*8S)		

Delimiter Information	Supplier Delimiter
Element Delimiter	
Sub-element Delimiter	
Segment Delimiter	

NAESB Information	Test Environment	Production Environment
URL: Port/CGI & IP		
PGP User ID		
HTTPS Login ID		
HTTPS Login Password		
NAESB Common Code (To/From) ID		

THE UNITED ILLUMINATING COMPANY

**TERMS AND CONDITIONS FOR
TRANSACTIONS WITH ELECTRIC SUPPLIERS**

1. Applicability

A. The following Terms and Conditions shall apply to Electric Suppliers transacting business with Customers of the Company.

B. These Terms and Conditions, and each of the Company's rates and service agreements, are subject to the jurisdiction of PURA and may, with its approval, be revised, amended, supplemented or superseded in whole or in part from time to time according to the procedures provided in PURA regulations and the Connecticut General Statutes.

C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable Connecticut General Statutes and to the orders and regulations of the PURA.

2. Definitions

"All Requirements Service" shall mean the provision of energy and all ancillary services, as may be required from time to time from the New England Control Area, to a Customer.

"Business Day" shall mean a day for which commercial banks are open for business in Connecticut.

"Company" or "UI" shall mean The United Illuminating Company.

"Customer" shall mean any person, partnership, firm, company, corporation, municipality, cooperative, organization, governmental agency or any other entity or similar organization furnished Delivery Service by the Company at a Customer's Premise.

"Customer's Premise" shall mean a facility operated as a single enterprise under a single name, at a single location capable of accepting retail, end use Delivery Service at a single point. A Customer's Premise may include properties separated by a public street only where such Customer has legally extended its electric service across such street, with the Company's consent, and in conformance with the Company's construction specifications, regulations adopted by the PURA (Sections 16-11-100 through 16-11-152 of Regulations of Connecticut State Agencies, as such may be amended from time to time), the National Electrical Code, the National Electrical Safety Code, and the regulations of any state or local agency with jurisdiction with respect to such facilities.

Where it is feasible for the Company to deliver separate service to a non-residential building, or any separately wired section of a non-residential building, the Company may, at the option of the Customer, deliver service at more than one point, and each such building or separately wired section will be treated as an additional "Customer's Premise."

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

"**Distribution Company**" or "**Company**" shall mean The United Illuminating Company.

"**Delivery Service**" shall mean the delivery of retail end use electricity to Customers by the Distribution Company.

"**Electric Generation Service**" or "**Generation Service**" shall mean the sale of All Requirements Service to a Customer by an Electric Supplier or the Company.

"**Electric Supplier** or "**Supplier**" shall mean any entity licensed by PURA to provide Electric Generation Service to retail Customers of the Company, with the following exceptions: (1) The Company's provision of Generation Service to distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"**Electronic Business Transaction**" or "**EBT**" shall mean the electronic business transactions which shall be used by the Company and Electric Suppliers to exchange business information, as approved by the PURA as part of the Report by the Connecticut EBT Working Group, and as may be modified from time to time.

"**Enrollment Period**" shall mean, for a particular Customer, the period of time during which an Electric Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service as defined by the Connecticut Electronic Business Transaction Working Group Report approved by PURA in Docket 98-06-17. The enrollment period commences two (2) Business Days prior to the Customer's scheduled cycle meter-read date and ends two (2) Business Days prior to the Customer's next scheduled cycle meter-read date.

"**FERC**" shall mean the Federal Energy Regulatory Commission and any successor.

"**ISO-NE**" shall mean the ISO New England, Inc. and any successor.

"**Load(s)**" shall mean electrical load measured in Megawatt Hours.

"**Load Asset**" shall mean a physical Load that has been registered in accordance with ISO "Load Asset Registration Process" in effect from time to time.

"**NEPOOL**" shall mean the New England Power Pool, and any successors.

"**NEPOOL PTF**" or "**PTF**" shall mean Pool Transmission Facilities as defined in the Rules.

“New England Control Area” shall have the meaning set forth in Section II of the **Tariff**.

“Participant” shall mean an eligible Entity as defined in the Rules.

"PURA" shall mean the Connecticut Public Utilities Regulatory Authority.

“Rules” shall mean the Restated NEPOOL Agreement, the ISO-NE Agreement, the NEPOOL Tariff, the Market Rule 1, or successor or replacement agreements and their amendments, tariffs, or rules, on file with the FERC.

"Standard Service" shall mean Generation Service provided by the Distribution Company pursuant to Public Act 03-135, as amended by Public Act 03-221, and as amended from time to time, and to be effective on and after January 1, 2007.

“Tariff” shall mean the ISO-NE’s Transmission, Markets and Services Tariff, as on file with the FERC and as amended from time to time.

"Terms and Conditions" shall mean these Terms and Conditions for Transactions with Electric Suppliers.

3. Obligations of Parties

A. Customer

A Customer desiring to take Generation Service from an Electric Supplier will:

- (1) Provide notification to the Company if the Customer wants to be excluded from any solicitation lists provided to Electric Suppliers;
- (2) Provide the Electric Supplier an applicable account identifier (currently POD ID) and four character customer name key corresponding to the Customer Delivery Point with the Company;
- (3) Provide authorization for release of historical electric usage, as defined by PURA Regulations and Connecticut General Statutes; and
- (4) Select one Electric Supplier for each Customer Delivery Point at any given time. The Customer may designate an agent to make the selection of the Electric Supplier of Generation Service for the Customer. This Electric Supplier and the Load Asset assigned by the Electric Supplier are the Supplier and Load Asset of record for purposes of the Distribution Company’s (1) reporting of Load to ISO-NE, and (2) providing metering, billing and collection services. The Customer must provide the selected Electric Supplier with the information necessary to

allow the Electric Supplier to initiate Generation Service, in accordance with Section 4A, below.

B. Distribution Company

The Company will:

- (1) Arrange for or provide (i) regional network transmission service over NEPOOL PTF and (ii) local network transmission service from NEPOOL PTF to the Company's distribution system for each Customer, unless the Customer or its Electric Supplier otherwise arranges for such service;
- (2) Deliver electricity over distribution facilities to each Customer Delivery Point;
- (3) Provide Customer information (which may include name, address, rate class and if available, telephone number) to Electric Supplier when such Customers have not requested such information remain confidential;
- (4) Provide customer service and support for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;
- (5) Provide service connections and service terminations; i.e. physically connect or disconnect the meter;
- (6) Read retail Customers' revenue meters;
- (7) Produce and send bills to Customers reflecting all unbundled charges, including Generation Services;
- (8) Provide customer service for billing inquiries for Delivery Service and, if contracted by the Electric Supplier, for Generation Service in accordance with Section 7A.2 below;
- (9) Provide customer service for general questions about Delivery Service;
- (10) Report to ISO-NE, Load Asset data measured at the PTF, in accordance with Section 8 (Determination of Hourly Loads) below;
- (11) Process the EBTs submitted by Electric Suppliers, and send the necessary electronic business transactions to Electric Suppliers, in accordance with Section 4 (Initiation and Termination of Generation Service), below;
- (12) Provide information on rate tariffs, billing cycles, and load profiles, on its Internet Web Site or by alternate electronic means;

- (13) Provide Generation Service to Customers in accordance with the Company's tariff(s);
- (14) Provide, if available, twelve months of historic usage (kWh) data on customers' bills, in addition to the usage data for the current billing period;
- (15) Adhere to the business rules and regulations as approved by PURA in Docket 98-06-17, or other dockets as approved by PURA;
- (16) Provide initial and on-going information to licensed Electric Suppliers that will include information on the Company's customer information system and the relationship with the Electric Supplier; and
- (17) Provide the Electric Supplier a report with settlement Load Asset data in a format currently in use by ISO-NE for the reporting of electrical Load.

C. Electric Supplier

The Electric Supplier:

- (1) Must meet the registration and licensing requirements established by the Connecticut General Statutes and PURA regulations and, in addition, either (i) be a Participant and have a registered Load Asset number in the Company's metering domain subject to a settlement calculation or (ii) have an agreement in place with a Participant who has a registered Load Asset in the Company's metering domain whereby the Participant agrees to include the Load to be served by the Electric Supplier in such Load Asset subject to a settlement calculation;
- (2) Shall be responsible for providing All-Requirements Service;
- (3) Shall provide Generation Service to Customers;
- (4) Shall be required to complete testing of the EBTs required to facilitate retail access prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth by the Company and/or applicable PURA regulations;
- (5) Shall be required to enter into a Service Agreement with the Distribution Company prior to the initiation of Generation Service to any Customer in the Company's service territory;
- (6) Shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;
- (7) Shall be responsible for obtaining the necessary authorization from each Customer prior to requesting historical usage information from the Company;

- (8) Shall assign a valid, registered ISO-NE Load Asset identification for each customer at the time the enrollment is submitted;
- (9) Shall electronically transmit information to the Company for customer enrollment, change or termination of Generation Service;
- (10) Shall utilize the Company's requested method for all transactions as defined in the Service Agreement;
- (11) Shall answer all general questions from its Customers regarding Generation Services;
- (12) Shall adhere to the business rules and regulations approved by PURA in Docket 98-06-17 or other dockets as approved by PURA;
- (13) Shall adhere to the Trading Partner Agreement established by the Company or its electronic transmission provider;
- (14) Shall initiate any investigation of a failed enrollment; and
- (15) Shall initiate any investigation of EBT errors.

4. Initiation and Termination of Generation Service

A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Electric Supplier shall submit an "enroll customer" (EBT) to the Company. The Electric Supplier shall not submit an "enroll customer" EBT until any applicable right of rescission has lapsed.

If the information in the EBT is verified by the Company as valid and correct, the Company shall send the Electric Supplier a "successful enrollment" EBT. The responsibility of the Electric Supplier to provide Generation Service to the Customer shall commence on the date of the Customer's next scheduled meter read. EBT transactions submitted less than two (2) Business Days prior to the Customer's next scheduled meter read date shall not become effective until the second following meter read date.

Multiple EBTs submitted by multiple Electric Suppliers for a single customer in an enrollment period shall be processed as follows: the first verified EBT transaction received by the Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

B. Termination of Generation Service

To notify the Company that an Electric Supplier wishes to terminate providing Generation Service to a Customer, the Electric Supplier shall submit a "supplier drops customer" EBT. Generation Service provided by the Electric Supplier for that Customer shall terminate on the date of the Customer's next scheduled meter read. EBT transactions submitted less than two Business Days prior to the Customer's next scheduled meter read date shall not become effective until the second meter read date thereafter. The Company shall send a "confirm drop date" EBT to the Electric Supplier.

A Customer may notify the Company that it wishes to terminate Generation Service from an Electric Supplier. The termination shall take effect on the date of the Customer's next scheduled meter read. The Company may terminate Generation Services sooner upon request from the Customer. The Customer shall be billed for an expedited meter reading charge as allowed by the PURA in Docket 98-06-17 or as amended in subsequent docket as approved by the PURA. The Company will send a "customer drops supplier" EBT to the Electric Supplier.

In those instances when a Customer who is receiving Generation Service from an Electric Supplier initiates such service with a new Electric Supplier, the Company shall send the existing Electric Supplier a "customer drops supplier" EBT.

C. Customer Moves

A Customer who moves within the Company's service territory shall have the opportunity to notify the Company that the Customer seeks to continue Generation Service with its existing Electric Supplier, provided that the termination of the new account is created on the same day as the termination of the existing account. Upon proper notification, the Company shall send a "customer move" EBT to the Electric Supplier. For this process to be successful, the Customer's rate and meter at the Customer's new location must be compatible. If the rate and meter at the new location are not compatible, the Customer shall be transferred to Generation Service provided by the Company. Upon a change of the Customer's meter at the new location such that the rate and meter are compatible, the Electric Supplier may submit an enrollment transaction for this Customer.

D. New Customer

A new Customer moving into the Company's service territory shall, for the initial billing period, be assigned to the Company's Generation Service. A Supplier may enroll such Customer once Electric Service has been initiated to that Customer. The Electric Supplier must submit an "enroll customer" transaction to the Company in order to initiate Generation Service in accordance with Section 4.A. above ("Initiation of Generation Service").

E. Other Provisions

The Distribution Company and Suppliers shall send a "change enrollment detail" EBT to change any Customer information previously provided to or by the Company.

If any EBTs are rejected by the Company, the Company will send an "error" EBT to the Electric Supplier identifying the reason for the rejection.

F. Fees

The Company may charge fees to Electric Suppliers for processing the transactions described above, as approved by PURA. These fees are included in Appendix A.

5. Termination of Service

The Company may terminate Delivery Service to a Customer in accordance with the provisions set forth in its existing Terms and Conditions applicable to its retail tariffs for electric service. The Company shall provide electronic notification, using the Customer Usage and Billing Information transaction, to the Customer's Electric Supplier of record, upon final billing to the Customer. Once termination occurs, the provision of Generation Service to the Customer is no longer the obligation of the Electric Supplier. The Company shall not be liable for any revenue losses to the Electric Supplier as a result of any such termination.

6. Metering

A. Meter Reading

The Company shall meter each Customer's usage in accordance with tariff provisions and as outlined in the existing Terms and Conditions that apply to its retail tariffs for electric service.

Each Customer's usage shall be metered or estimated for purposes of reporting settlement information, as required, to ISO-NE.

B. Ownership of Metering Equipment

Should a Customer request a new meter or that a relay device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or device. The requested meter or device must meet the Company's requirements. The Customer shall bear the cost of providing and installing the meter or device. The meter or device shall remain the property of the Company. The Company shall complete installation of the meter or device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer. The Company shall bill the Customer upon installation.

7. Billing

The Company will issue a single bill, reflecting unbundled charges for electric service, to all Customers.

A. Billing Procedure

The Company will issue a single bill for Delivery Service to each Customer.

The Company will use the rates supplied by the Electric Supplier to calculate the Electric Supplier portion of Customer bills, and integrate this billing with its own billing in a single mailing to the Customer. When a bill is rendered to the Customer, the Company will send a "customer usage and billing information" (810) transaction EBT to the Electric Supplier.

The Distribution Company will pay the Electric Supplier in accordance with the Company's Bills Rendered Methodology which is referenced in the Service Agreement between the Company and the Electric Supplier and as filed in Docket 98-06-17, as may be amended and approved by PURA from time to time.

1. Changes to Rate Classes

If an Electric Supplier requests different customer classes or rate structures than those classes or structures offered by the Company, the Company will accommodate changes to the billing system, if reasonably possible, at the Electric Supplier's sole cost and expense. The costs and expenses of making the designated changes and the time frame required will be quoted by the Company to the Electric Supplier prior to the start of any programming or system modifications.

2. Optional Customer Services

Upon request by an Electric Supplier, the Company may offer optional customer services to Electric Suppliers. Pricing for these optional services will be customized to the Electric Supplier's needs, and will be dependent on the specific customer services required by the Electric Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

3. Existing Fees & Charges

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions that apply to its tariffs for retail Delivery Service, applicable to all Customers.

B. Definition

On-Peak/Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable tariffs on file with PURA.

C. Fees

The Company may charge fees to Electric Suppliers for providing the services described in these Terms and Conditions or as included in the applicable Service Agreement between the Company and the Electric Supplier. These fees are included in Appendix A.

8. Determination of Hourly Loads

A. For each Load Asset, hourly Loads for each day will be estimated or telemetered and reported daily for ISO-NE load settlement. The Company will utilize industry recognized methodologies to determine the Load reported to ISO-NE. The total of all reported hourly Load will be reconciled to the appropriate total hourly Load for the Company.

B. The Company will report hourly Load to ISO-NE in accordance with the appropriate Rules in effect at the time.

C. To refine the estimates of the reported Load Asset values that result from the estimated Customer hourly Load, a monthly calculation may be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.

D. The process of Load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Electric Supplier for any costs that are associated with such estimating errors.

9. Liability and Indemnification

The liability of the Electric Supplier to the Customer shall be as set forth in the specific Supplier Service Agreement.

The liability of the Electric Supplier to the Company shall be as set forth in the applicable Service Agreement between the Supplier and the Company.

Effective: September 5, 2013