

## CUSTOMER-SPECIFIC INFORMATION DISCLOSURE AGREEMENT

This Customer-Specific Information Disclosure Agreement is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Central Maine Power Company, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, Maine 04336 (“CMP”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“Provider”). CMP and Provider are each individually a “Party” to this Agreement are collectively referred to herein as “Parties.”

WHEREAS, Provider has been licensed by the Maine Public Utilities Commission (“MPUC”) to act as a competitive electricity provider; and

WHEREAS, in acting as a competitive electricity provider, Provider may request that CMP supply Provider with customer-specific information, as such term is used in Chapter 322 of the MPUC’s Rules and Regulations (“Chapter 322”); and

WHEREAS, pursuant to Chapter 322, before issuing a request to receive customer-specific information, a competitive electricity provider must obtain customer authorization; and

WHEREAS, pursuant to Chapter 322, before providing customer-specific information to a competitive electricity provider, a transmission and distribution utility must obtain written evidence that the competitive electricity provider has complied with the requirement to obtain customer authorization prior to requesting customer-specific information; and

WHEREAS, Section 9(A)(5)(b) of Chapter 322 states that a transmission and distribution utility may satisfy its obligation to obtain such written evidence through a contractual provision that obligates the competitive electricity provider to seek customer-specific information from the transmission and distribution utility only after complying with the customer authorization requirements contained in the MPUC’s Rules and Regulations; and

WHEREAS, CMP and Provider are mutually entering into this Agreement to set forth their mutual understandings regarding the disclosure of customer-specific information pursuant to Chapter 322,

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the CMP and Provider hereby agree as follows:

### **1. 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 (a) terminated by either Party in accordance with the provisions of Article 5, or (b) terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date.

## **2. Provider's Responsibilities**

2.1 Provider shall, prior to requesting any customer-specific information from CMP, obtain customer authorization in accordance with the methods described Section 9(A)(5) of Chapter 322.

2.2 Provider shall pay CMP the charges set forth in CMP's Terms and Conditions for providing customer-specific information, as such charges may vary from time-to-time as approved by the MPUC.

3.2 Provider shall at all times during the term of this Agreement maintain a valid Competitive Electricity Provider license from the MPUC. Provider shall immediately notify CMP in the event that Provider shall fail at any time during the term of this Agreement to maintain a valid Competitive Electricity Provider license from the MPUC.

## **3. CMP's Responsibilities**

CMP shall in a timely manner provide Provider with any customer-specific information that it is required to provide pursuant to Chapter 322. CMP shall not be considered in default of its responsibility to provide information in a timely manner under this Agreement if such a failure is not caused by CMP's fault or negligence but rather is caused by factors beyond CMP's reasonable control.

## **4. Representations**

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

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

4.3 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.

4.4 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.

## **5. Breach; Remedies.**

5.1 Notwithstanding anything to the contrary elsewhere in this Agreement, either 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 fifteen (15) days after receipt of a written notice from the other party specifying the nature of such breach.

5.2 The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled. Notwithstanding the availability of other remedies in law or equity, either party shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

5.3 Each Party's liability to the other Party for any damages relating to or arising from any breach of this Agreement shall be limited to the amount of direct damage actually incurred.

5.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, EXCEPT IN THE EVENT OF AN ACTION COVERED BY THE INDEMNIFICATION PROVISIONS OF ARTICLE 6, IN WHICH EVENT THIS ARTICLE 5 SHALL NOT BE APPLICABLE.

## **6. Indemnification**

Provider shall indemnify, defend and hold CMP and its shareholders, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against any and all costs, losses, expenses and damages incurred by CMP arising out of Provider's failure to comply with the provisions of Chapter 322.

## **7. Notice**

7.1 Any notice, demand or request required or authorized by this Agreement to be given to a Party shall be given in writing and delivered by hand, courier or overnight delivery service or mailed by certified mail (return receipt requested), postage prepaid to such Party at the address set forth below:

If to CMP:

Susan Clary, Manager, Settlement, Load Research and  
Supplier Services  
Central Maine Power Company  
83 Edison Drive  
Augusta, Maine 04336

If to Provider:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.2 The designation of such person or address may be changed at any time by either Party upon written notice given as aforesaid. Any notice delivered by hand, courier or overnight delivery service, or sent by certified mail, shall be effective upon receipt.

**8. Governing Law**

Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the internal laws of the State of Maine, without reference to the choice of law rules in effect therein.

**9. 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 remaining portions of this Agreement shall continue in full force and effect.

**10. Amendment**

This agreement may be amended by an instrument in writing, signed by both Parties, or by order of the MPUC. No amendment or modification shall be made by course of performance, course of dealing, or usage of trade.

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

[PROVIDER]

By \_\_\_\_\_  
Title \_\_\_\_\_

CENTRAL MAINE POWER COMPANY

By \_\_\_\_\_  
Title \_\_\_\_\_