Standard
Competitive Electricity Provider
Service Agreement

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Table of Contents

1. Basic Understandings
2. Definitions
3. Term
4. Conditions Precedent
5. Representations
6. Provider's Responsibilities
7. T&D Services and Responsibilities
8. Consolidated Utility Billing
9. Transaction Processing
10. Customer Service
11. Load Estimating and Reporting
12. Additional Services
13. Fees, Billing and Payment for T&D Services
14. Delivery Point
15. Nondisclosure
16. Termination: Breach
17. Force Majeure
18. Indemnification
19. Limitation of Liability
20. EBT System Readiness
21. Dispute Resolution
22. Applicable Law and Forum
23. Notice
24. Enforceability
25. Assignment and Delegation
26. Amendment
27. Miscellaneous

Exhibit A: T&D Company Specific Provisions
Exhibit B: Provider Specific Information
Exhibit C: Precepts

COMPETITIVE ELECTRICITY PROVIDER SERVICE AGREEMENT

This Agreement made this __ day of _____, ____ , between Central Maine Power, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, Maine ("T&D") and _____, a _____ corporation with a principal place of business at _____ ("Provider").

1. Basic Understandings

1.1 The Maine Legislature enacted An Act to Restructure the State's Electric Industry Public Law 1997, Chapter 316 codified as 35-A M.R.S.A §§ 3201-3217 (the "Restructuring Act"). Accordingly, the T&D agrees to provide services to Provider in accordance with the Restructuring Act, all applicable Maine Public Utilities Commission ("MPUC") Rules and Regulations, the Maine Electronic Business Transactions Standards approved by the Commission ("EBT Standards") and the T&D's Terms and Conditions, all incorporated herein by reference (all of the foregoing being further identified in Exhibit C and hereinafter collectively referred to as the "Precepts"), and the terms of this Agreement.

1.2 The parties agree that, notwithstanding any provision of this Agreement, the Precepts relating to the subject matter of this Agreement shall control. Accordingly, (a) in the event of any conflict between a term of this Agreement and any Precept, or (b) in the event that any aspect of the parties' transactions relative to the subject matter of this Agreement is not addressed by this Agreement, but is addressed in a Precept, then the applicable Precept shall govern. In the event that a Precept shall change and as a result any provision of this Agreement shall be in conflict with the Precept, the Precept, as changed, shall govern. Upon any change in a Precept which renders a provision of this Agreement inconsistent with the Precept, either party may propose that the MPUC approve a conforming amendment to the standard form Service Agreement. Upon acceptance by the MPUC of any proposed change to the standard form Service Agreement, this Agreement shall be deemed to have been amended accordingly.

1.3 This form of Agreement has been developed for use between the T&D and CEPs, 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.

2. Definitions

2.1 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Precepts listed in Exhibit C.

3. Term

3.1 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 pursuant

to Section 16, governing termination, or (b) terminated by the Provider by written notice given no less than thirty (30) days prior to the desired termination date. Notwithstanding the Effective Date, the obligations of the T&D hereunder are subject to the satisfaction of, or the express written waiver of, the conditions precedent set forth in Section 4 of this Agreement.

3.2 Upon the expiration or termination of this Agreement, the parties shall no longer be bound by the terms and provisions hereof, except (i) to the extent necessary to enforce any rights or obligations of a party which accrued prior to the expiration or termination and (ii) the obligations of the parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement and shall continue for a period of two (2) years following such expiration or termination unless otherwise determined by a Precept.

4. Conditions Precedent

4.1 The following requirements shall be conditions precedent to T&D's obligations hereunder:

A. The Provider shall have provided all information requested in Exhibit B of this agreement.

B. The Provider shall maintain a valid Competitive Electricity Provider license from the MPUC and shall maintain a valid load asset ID assigned by the Bulk Power System Administrator.

C. Prior to initial Customer enrollment, the Provider shall successfully complete EBT training and the EBT/EDI test plan as described in the Maine Electronic Business Standards.

5. Representations

5.1 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.

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

5.3 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.

5.4 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.

6. Provider's Responsibilities

6.1 Revisions to Exhibit B shall be submitted to the T&D Business Contact and shall become effective five (5) business days after the revised Exhibit B has been received and validated by the T&D.

6.2 The Provider shall designate a business contact and a technical contact (which may be the same person) in Exhibit B. The business contact and the technical contact (or their designated company representative) will attend the applicable Maine EBT Competitive Electricity Provider Training Workshops prior to the Provider being eligible to conduct initial and subsequent EDI/EBT testing. In the event a designated contact changes, the Provider will use its best efforts to arrange for training for the new contact person as soon as is practical.

6.3 The T&D shall be entitled to rely on the reasonable representations made by the Business Contact Person designated by the Provider regarding the implementation and administration of the provisions of this Agreement.

6.4 The Provider shall be responsible for its initial testing costs of the electronic data transmission vehicle (the "EDTV") as well as the cost of ensuring that its data transfer system remains compatible with the EDTV used by the T&D as the same may be replaced or modified from time to time.

6.5 The Provider shall be responsible for all relationships with, and the performance of, third party vendors with which it contracts, and the T&D shall be entitled to deal directly with the Provider's Business or Technical Contact Person as to any EDTV issues.

6.6 EBT Standards will be modified or changed in accordance with the procedures outlined in the EBT Standards or any successor Precept. When the EBT Standards are modified or changed, in accordance with the EBT change control process, the T&D's and the providers will review the changes to determine if additional testing is required. If additional testing is warranted, the T&D will propose a testing schedule, and there shall be a reasonable opportunity for testing before EBT modifications are implemented. It shall be the Provider's responsibility to successfully implement modifications and changes in EBT Standards. The T&D will reject invalid or nonconforming EBT transactions.

6.7 The Provider acknowledges that if the T&D has disconnected a Customer's Distribution Service, that Customer will not be receiving Generation Service from the Provider until such time as the Customer's Distribution Service is reconnected by the T&D. If, following disconnection, the T&D closes the Customer's account and issues a final bill to the Customer, the T&D will notify the Provider in accordance with the procedures outlines in the Precepts, and as of the date of the final meter reading, the Customer will no longer be enrolled with that Provider. If, following disconnection, the Customer's T&D service is re-connected prior to the closing of the Customer's account and the issuance to the Customer of a final bill, the Customer shall remain enrolled with the Provider.

6.8 The Provider may request transfers of customers from one Load Asset ID to another Load Asset ID. The T&D will transfer customers to a new Load Asset ID upon receipt of an enrollment from the Provider. The T&D will transfer customers to another Provider upon receipt of an enrollment transaction from the new Provider in accordance with the applicable Precepts.

6.9 The Provider is responsible for complying with information disclosure label requirements. Upon mutual agreement, The T&D may produce and distribute information disclosure

labels to the Provider's customers, at the Provider's expense.

6.10 Prior to requesting customer specific information from the T&D, the Provider shall be responsible for complying with the customer authorization requirements set forth in Chapter 322.

7. T&D Services and Responsibilities

7.1 The T&D shall designate a Business Contact and Technical Contact (which may be the same person) in Exhibit A hereof. The Provider shall be entitled to rely on the reasonable representations made by the Business Contact designated by the T&D regarding the implementation and administration of the provisions of this Agreement.

7.2 For administrative reasons such as load settlement, the T&D may be required to transfer customers from the Provider's Load Asset to the Standard Offer Load Asset, as follows:

a) Upon receipt of an Order from the MPUC that the Provider is no longer allowed to serve customers in the State of Maine, the T&D will transfer the Provider's customers to the Standard Offer Load Asset(s), as dictated in the Order, effective on the date specified in the Order.

b) Upon receiving notice from a Bulk Power Administrator that the Provider's Load Asset has been or will be terminated, the T&D shall immediately provide written and verbal notice to the Provider's Business Contact of its intended actions. The T&D will transfer the Provider's customers assigned to the terminated Load Asset to the Standard Offer Load Asset(s) effective on the date specified by the Bulk Power Administrator.

In either case, the Provider will be responsible to the Bulk Power Administrator for customer load requirements until the load requirements are transferred. If customers are transferred from the Provider to the Standard Offer, the transfers will be handled as normal off-cycle terminations, as specified in the EBT Standards, and the Provider will be responsible for the associated off-cycle termination charges as provided for in the T&D's Terms and Conditions. The Provider will also be responsible for any costs incurred by the T&D to notify the affected customers of the transaction.

7.3 Should the MPUC notify the T&D in writing that it has suspended the Provider's right to enroll new customers, the T&D will reject new customer enrollments from the Provider until such time as it has received written notice that the suspension has been lifted.

7.4 All metered accounts will have either an actual meter reading, or an estimated reading and usage if the actual meter reading is not obtained. For unmetered accounts, usage will be imputed. The Provider acknowledges that for off-cycle readings and for posted cycle meter reading schedules, the read dates are only forecasts; the actual read dates for each Customer will be sent after-the-fact via EBT monthly usage and billing records. Should the T&D discover any error in reported billing determinants for a Customer, it shall notify the Provider via EBT of the correct billing determinants. Notwithstanding the foregoing, the parties acknowledge that the T&D may estimate usage, and such estimated usage shall not be considered a billing error.

7.5 When the T&D is doing mass changing out of metering to less complex metering, it will notify the Provider of the implementation plan and allow a reasonable time for the Provider to accommodate the changes.

7.6 If the T&D is replacing a Customer's metering with less complex metering, the Provider may request the T&D keep the existing meters in place for a fee that will cover the difference in metering costs.

7.7 At the conclusion of an EBT/EDI test, the T&D shall provide written notice to the Provider that (1) the test was successfully completed, or (2) the test was not successfully completed including details of the problems with the test and a list of things a Provider must do to satisfy the test.

8. Consolidated Utility Billing

8.1. The provisions of this Section 8 apply to Providers electing to participate in Consolidated Utility Billing, as indicated in Exhibit B. The Provider shall be responsible for the T&D Consolidated Utility Billing charges as set forth in the T&D's Terms and Conditions.

8.2 As presently set forth in Chapter 322, the Provider's standard rate structure must be identical to, or less complex than, the T&D's rate structure. The T&D shall notify the Provider upon filing T&D rate design changes. If the T&D's rate design shall change so as to require a change in the Provider's rates, the Provider shall be responsible for initiating any resulting changes to the rates that it charges to its Customers so as to maintain compatibility with the T&D's rate. The T&D will allow a reasonable time for the Provider to accommodate the change. The Provider's rates and pricing options must conform to the rate structure in use by the T&D for each specific rate class and be supported by meters in place unless otherwise specified in Exhibit A.

8.3 The Provider may request the T&D to develop non-standard rate structures for Generation Service. The Provider's request will include a detailed specification for the proposed rate structure design. The T&D will submit a cost estimate and completion date estimate to the Provider within 15 business days of the request. Upon acceptance of the quote and receipt of payment from the Provider if required, the T&D will develop and test the rate structure. The T&D will return rate structure test results to the Provider for verification and will implement the new rate structure within 5 days of Provider's approval. The T&D will not implement rate structure changes without certification from the Provider that the rate structure test results are satisfactory.

8.4 The Provider shall furnish to the T&D a complete schedule of its initial rates for Generation Service and any subsequent changes thereto in written form or in an electronic format reasonably acceptable to the T&D, at the T&D's option. Within the time frame established by the applicable Precept, the T&D shall complete testing of the rate schedule and any change thereto and provide the test results to the Provider. The Provider shall be responsible for certifying to the T&D its written acceptance of the test results. No rate or rate structure shall be used in Consolidated Utility Billing until such time as the T&D has completed its testing and the Provider has certified the results of the testing as satisfactory in accordance with this Section. The new rate or rate structure shall be available for use in Consolidated Utility Billing no more than five (5) business days after Provider certification of acceptance.

8.5 The Provider can change a Customer from one tested and approved rate to another tested and approved rate effective for the Customer's next cycle read date by sending the appropriate EBT transactions at least 2 business days prior to the Customer's read date. If multiple rate change requests are received for a Customer during the billing cycle, the last valid request received at least two days prior to the Customer's read date will be the rate effective for the Customer's next billing

cycle.

8.6 The T&D will calculate, bill and collect Maine Sales Tax on the appropriate energy charge on behalf of the Provider in accordance with Maine state law. The T&D will remit the sales tax it collects to the Provider. The T&D is not responsible for the reporting and payment of the Maine Sales Tax or any other taxes assessed on Generation Service.

8.7 The standard format for Consolidated Utility Billing will be in compliance with the applicable Precepts.

8.8 The T&D will bill late payment charges on behalf of the Provider using the same methodology and interest rate as the T&D charges. The T&D may cancel late payment charges billed on behalf of the Provider in accordance with the T&D's policies for canceling late payment charges on the T&D charges.

8.9 The Provider authorizes T&D to process and apply payments on behalf of the Provider. Upon receipt of Customer payments, the T&D agrees to send notification of payment to the Provider in accordance with the EBT Standards. The T&D will transfer the Customer payments collected on behalf of the Provider to the Provider's financial institution designated in Exhibit B via electronic funds transfer within 5 business days of recording the payment, unless otherwise specified in Exhibit A. In the event an erroneous amount is transferred, a transaction to correct the error will be processed on the next available transfer transaction. If the correction amount is greater than $50,000, the funds will be electronically transferred to the appropriate party the same business day, if feasible. In no event shall the period to correct an error greater than $50,000 exceed one business day. Partial customer payments will be allocated between the T&D account receivable and the Provider account receivable in accordance with Chapter 322, §6C, or any successor Precept. If the Provider questions the payment application, the Provider may request the T&D documentation of the Customer's billing and payment history. The T&D will charge for this service in accordance with the Terms & Conditions.

8.10 When either party reasonably believes that an error related to billing activity has occurred, either party may request the production of documentation required to verify the accuracy of such billing, which the other party will provide within 10 business days.

8.11 The T&D will make a reasonable effort to accommodate the Provider's requests to rebill or otherwise adjust bills due to the Provider's error at the Provider's expense. The T&D is not required to adjust Provider errors after twelve (12) months from the date of the Customer's bill containing the error. The T&D is not required to adjust Provider's charges for errors resulting from Customer fraud or unauthorized use after six (6) years from the date of affected Customer bills.

8.12 Under Consolidated utility billing the T&D is typically exclusively responsible for collection of payments from customers. If the Provider chooses to engage in collection work on its own behalf for past due balances of generation service charges, the Provider must sign Exhibit D of the Standard Form Competitive Electricity Provider Agreement.

8.13 Under Consolidated utility billing, the T&D shall adjust the usage of all prior generation service and the charges contained in all prior bills it issued for generation service, under provisions identical to those governing adjustments to transmission and distribution service usage and charges. Notwithstanding the foregoing, the calculation of load settlement obligations will not be adjusted beyond the time period allowed by the Bulk Power Administrator.

9. Transaction Processing

9.1 Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards. Costs will be borne by the parties in accordance with Chapter 322. Archiving of data shall be per the EBT or other applicable Precept. Timing and frequency of data transfers shall be in accordance with Exhibit A.

9.2 Each party shall be responsible for archiving data necessary for meeting its own business requirements.

10. Customer Service

10.1 Customers that contact the T&D concerning the billed amount for a Provider-issued bill or any other Provider issue will be referred to the Provider's customer service number identified in Exhibit B. On Consolidated Utility Bills, the T&D will respond to Customer inquiries concerning the calculation of Provider charges, and the collection and application of payments. Customer inquiries related to the Provider's pricing will be referred to the Provider's customer service number identified in Exhibit B and printed on the Customer's bill.

11. Load Estimating and Reporting

11.1 The T&D shall develop load profiles and perform the calculation of load settlement obligations in accordance with Chapter 321 of the MPUC's rules, or any successor Precept.

11.2 The process of load estimation involves statistical samples and estimating error. The T&D shall not be responsible for any estimating errors and shall not be liable to the Provider for any costs that are associated with estimating errors which occur when the T&D performs load estimation in accordance with MPUC Rules.

11.3 Errors in the calculation of load settlement obligations may be corrected, and associated financial adjustments may be made, within the time period allowed by the Bulk Power Administrator. The Provider and the T&D are jointly responsible for identifying errors in a timely manner. The T&D shall correct errors as soon as practicable after they are identified, but shall not be responsible for any errors which are not identified in time to provide a reasonable period for correction within the time period allowed by the Bulk Power Administrator.

11.4 In the event that the Provider takes any action to impose liability on the T&D in contravention of this section, the Provider will indemnify and hold harmless the T&D from any costs and expenses incurred by the T&D in any way associated with defending itself from such liability, including the reimbursement of reasonable attorneys' fees.

12. Additional Services

12.1 Additional Services provided by the T&D are set forth in Exhibit A.

13. Fees, Billing and Payment for T&D Services

13.1 The T&D will charge applicable fees to the Provider as set forth in Exhibit A and in the Terms and Conditions. Bills for services provided by T&D under the terms of this Agreement shall be rendered to Provider and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Provider to pay within the T&D's grace period specified in Exhibit A shall entitle the T&D to charge interest on any unpaid balance calculated at the rate established by the Commission pursuant to Chapter 870 of its Rules, or any successor Precept. The T&D may set off against unpaid amounts any payments received by the T&D under Consolidated Utility Billing that would otherwise be forwarded to Provider pursuant to Section 8 of this Agreement. Amounts subject to a good faith dispute will not be subject to off-set.

14. Delivery Point

A Provider serving customers in an investor-owned T&D utility territory within the ISO-NE control area shall deliver to that investor-owned T&D utility's local transmission network. A provider serving customers in a consumer-owned T&D utility's territory within the ISO-NE control area shall deliver to the local transmission network of the investor-owned T&D utility that is contiguous to that consumer-owned utility's service territory. A Provider serving customers in the Maritimes control area shall deliver to the Northern Maine Transmission System administered by the Northern Maine Independent System Administrator (NMISA). The Provider shall be responsible for any costs to deliver to the delivery point.

Transmission costs under the NEPOOL, NMISA and T&D utility's Transmission Tariff shall be the responsibility of the T&D utility's customers unless the Provider agrees with the customer to be responsible for transmission costs in accordance with the relevant Tariffs. The Provider shall be responsible for the provision of and payment for ancillary services which are the responsibility of Load Serving Entities (LSE's) pursuant to the Precepts, unless the customer opts to assume these responsibilities.

Any costs imposed on LSE's or marketers in accordance with a congestion management plan shall be the responsibility of those entities, and shall not be the responsibility of the T&D utility.

15. Nondisclosure

15.1 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, providers for, or suppliers to, 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.

15.2 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.

16. Termination: Breach

16.1 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.

16.2 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.

17. Force Majeure

17.1 Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Bulk Power Administrator. Economic hardship of either party shall not constitute a Force Majeure under this agreement.

17.2 If either Party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure as defined above, that Party shall be excused from whatever performance

is affected by the Force Majeure to the extent so affected, provided that:

a) The non-performing party promptly, as soon as practicable after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence,

b) The suspension of performance shall be of no greater scope and no longer duration than is reasonably required by the Force Majeure, and

c) The non-performing Party uses due diligence to remedy its inability to perform.

The defaulting Party shall inform the other Party of when it expects to remove the cause and what steps it is taking to cure.

18. Indemnification

18.1 Each party (“Indemnifying Party”) shall indemnify, defend and hold the other Party ("Indemnified Party") and its partners, shareholders, members, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all claims, as defined below, suffered or incurred by such Indemnified Party arising out of the Indemnifying Party’s negligence or willful misconduct. In the event injury or damage results from the joint or concurrent negligent or willful misconduct of the Parties, each Party shall be liable under this indemnification in proportion to its relative degree of fault. Such duty to indemnify shall not apply to any claims which arise or are first asserted more than two (2) years after the termination of this Agreement.

18.2 Each Indemnified Party shall promptly notify the Indemnifying Party of any Claim in respect of which the Indemnified Party is entitled to be indemnified hereunder. Such notice shall be given as soon as is reasonably practicable after the Indemnified Party becomes aware of each Claim; provided, however, that failure to give prompt notice shall not adversely affect any Claim for indemnification hereunder except to the extent the Indemnifying Party’s ability to contest any Claim by any third party is materially adversely affected. The Indemnifying Party shall have the right, but not the obligation, at its expense, to contest, defend and litigate, and to control the contest, defense or litigation of, any Claim by any third party alleged or asserted against any Indemnified Party arising out of any matter in respect of which such Indemnified Party is entitled to be indemnified hereunder. The Indemnifying Party shall promptly notify such Indemnified Party of its intention to exercise such right set forth in the immediately preceding sentence and shall reimburse the Indemnified Party for the reasonable costs and expenses paid or incurred by it prior to the assumption of such contest, defense or litigation by the Indemnifying Party. If the Indemnifying Party exercises such right in accordance with the provisions of this Section 18 and any Indemnified Party notifies the Indemnifying Party that it desires to retain separate counsel in order to participate in or proceed independently with such contest, defense or litigation, such Indemnified Party may do so at its own expense. If the Indemnifying Party fails to exercise it rights set forth in the third sentence of this paragraph, then the Indemnifying Party will reimburse the Indemnified Party for its reasonable costs and expenses incurred in connection with the contest, defense or litigation of such Claim.

18.3 For purposes of this Section 18, "Claim" means any claim or action threatened or filed

by a person other than a party hereto, and whether groundless, false or fraudulent, that directly or indirectly relates to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorney's fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

19. Limitation of Liability

19.1 Each party's liability to the other party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

19.2 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 Section 18, IN WHICH EVENT THIS Section 19 SHALL NOT BE APPLICABLE.

20. EBT System Readiness

20.1 Each party agrees to ensure that all data exchange software it uses in connection with this Agreement and the transactions contemplated by the EBT Standards shall be able to accurately process, provide and/or receive date data, including, but not limited to, calculating, comparing, sequencing, converting and storing such data, and will correctly create, store, process and output information.

21. Dispute Resolution

21.1 In the event of any dispute between the parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective parties fail to resolve the dispute within ten (10) days from such referral, the parties agree that any such dispute, except for those disputes which the MPUC has authority to resolve under applicable law, will not be referred to any court but will be referred to binding arbitration, in accordance with Section 21.2 of this Agreement, in the city where the T&D's central office is located. It is the intent of the parties that, to the extent that the MPUC has authority to resolve any dispute between the parties which is related to this Agreement, such dispute will be resolved by the MPUC. If the parties do not agree as to whether the MPUC has authority to resolve a particular dispute, either party may petition the MPUC to make a determination as to whether it has such authority. A copy of the Petition will be forwarded to the Public Advocate. Arbitration proceedings regarding any such dispute shall be stayed pending the MPUC's determination as to whether it has authority to resolve the dispute in question.

21.2 If any dispute that is eligible for arbitration has not been resolved by the duly authorized representatives of the parties within ten (10) days from referral to them, either party may give notice in writing to the other of its desire to submit the dispute to arbitration, and may designate an arbitrator. A copy of such written notice shall also be sent to the Administrative Director of the MPUC and to the Public Advocate. Within fifteen (15) days after the receipt of such notice, the

other party may, in writing, serve upon the party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the party notified to appoint the second arbitrator within such time, the party invoking such arbitration may proceed with the single arbitrator. If the first and second arbitrators are unable to agree on a third arbitrator within fifteen (15) days of the appointment of the second arbitrator, the first and second arbitrator shall invoke the services of the American Arbitration Association to appoint a third arbitrator. Said third arbitrator shall, to the extent practicable, have special competence and experience with respect to the subject matter under consideration. An arbitrator so appointed shall have full authority to act pursuant to this Section. No arbitrator, whether chosen by a party hereto or appointed, shall have the power to amend or add to this Agreement. The party calling the arbitration shall, within twenty (20) days after either (i) the failure of the other party to name an arbitrator or (ii) the appointment of the third arbitrator, as the case may be, fix, in writing, a time and a place of hearing (which shall be in the city where the T&D's central office is located), to be not less than twenty (20) days from delivery of notice to the other party. The arbitrator or arbitrators shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration. Such arbitrator or arbitrators shall fix a time within which the matter shall be submitted to him or them by either or both of the parties, and shall make his or their decision, within ten (10) days after the final submission to him or them unless, for good reasons to be certified by him or them in writing, he or they shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall be taken as the arbitration decision. Such decision shall be made in writing and in duplicate, and one copy shall be delivered to each of the parties. The arbitrator or arbitrators by his or their award shall determine the manner in which the expense of the arbitration shall be borne, except that each party shall pay the costs of its own counsel. Each party shall accept and abide by the decision. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing party in any court designated in Section 22, or application may be made by such party to any such court for judicial acceptance of such award and an order of enforcement.

This agreement to arbitrate and any award made hereunder shall be binding upon the successors and assigns and any trustee or receiver of each party.

No dispute shall interfere with the parties' continued fulfillment of their obligations under this Agreement pending the outcome of the arbitration.

22. <u>Applicable Law and Forum</u>.

Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by the laws of the State of Maine, except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Except for those matters covered in this Agreement and under the authority of the MPUC, any legal action or proceeding arising under or relating to this Agreement must, if it is not subject to arbitration hereunder, be brought in a court of the State of Maine or a federal court of the United States of America located in the State of Maine. For example, any action to enforce an arbitration demand or to confirm or enforce an arbitration

award shall be brought in such courts. Both parties hereby consent to the exclusive jurisdiction of the State of Maine for the purpose of hearing and determining any action that is not subject to arbitration or the authority of the MPUC.

23. Notice

23.1 Except as otherwise specified in this Agreement, 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 in Exhibit A if to the T&D or Exhibit B if to the Provider of this Agreement.

23.2 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.

24. Enforceability

24.1 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.

25. Assignment and Delegation

25.1 Neither party to this Agreement may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this Section 25 shall be void.

25.2 Notwithstanding the previous paragraph, 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 subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other party shall reasonably require.

26. Amendment

26.1 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.

26.2 All amendments to this Agreement must be filed with the MPUC by the T&D.

27. Miscellaneous

27.1 This Agreement, including all attachments and exhibits hereto and such other documents as are explicitly incorporated herein by reference, is the entire agreement between the parties and supersedes all other agreements, communications, and representations related to the subject matter hereof.

27.2 Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

27.3 The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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_____

[T&D]

By_____
Title_____