180 Marsh Hill Road, Orange, CT 06477

Customer Data Request – Service Agreement

UI and _____ (the "Requestor") agree as follows:

1. Definitions

The United Illuminating Company ("UI"); State of Connecticut, Public Utilities Regulatory Authority ("PURA"); legal customer of record for whom an electric meter measures usage ("Customer").

2. UI as the Provider of historical data

a. The Requestor acknowledges that the UI is providing historical data (register reads, daily usage, or interval data) AS IS, without warranty of any kind. UI does not warrant that any readings will match the meter readings used for billing purposes. To the extent permitted by law, UI EXPRESSLY DISCLAIMS ALL WARRANTIES, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

b. TO THE EXTENT PERMITTED BY LAW, UI SHALL NOT BE LIABLE FOR ANY CLAIMS FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER ANY SUCH CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

c. If applicable, UI will complete subscription requests and provide information how to access web data to the Requestor within seven (7) business days following the receipt of this signed contract and any required signed customer release form per section (3) below. If applicable, UI will complete one-time requests to the Requestor, in an electronic format readable by commercially available software, within thirty (30) business days following the receipt of this signed contract and any required signed customer release form per section (3) below. Such data will be transmitted electronically to a Requestor-supplied e-mail address.

d. UI will, subject to operational and system concern, use good faith efforts to repair its equipment or troubleshoot any known problems that would prevent UI from providing information within the time frame specified above. Neither party will be liable for delay or nonperformance caused by circumstances beyond its control, including but not limited to telemetry failure.

3. The Customer's Energy Readings treated as Confidential Material

UI agrees to treat the **c**ustomer's Energy Readings as confidential material and shall not use or disclose any such information without the Customer's consent, except as necessary in the performance of this Agreement. If the Requestor is not the customer of record for the designated facilities, the customer authorization section of this form requires the customer's signature.

4. Payments

The Requestor will pay to UI a fee, as specified in the pricing matrix, ***plus any applicable taxes*** to fulfill the request. Installation and/or service charges may apply. Such fees will be invoiced to the Requestor, on their next monthly bill issued by UI after the service has been provided UI's applicable standard Terms and Conditions or its Terms and Conditions for Electric Suppliers, Aggregators, and Authorized Third parties, as approved by the PURA apply. Specifically, late payment fees will apply in accordance with UI's standard Terms and Conditions.

The fee and service under this Agreement may be subject to review by the PURA, and in the future the PURA may modify the fee or the service provided herein.

5. Terms and Conditions

a. This Agreement is effective from the date signed by both parties and terminates upon UI's delivery of the above reference Energy Readings to the Customer per Section (2) above.

b. The Requestor may designate additional information, subject to the terms of this agreement. If not covered by this agreement, an additional agreement must be signed.

c. If fulfillment of this request is done monthly, or on some other periodic basis, the Requestor agrees to provide at least 30 days prior notice in writing to UI before termination of this Agreement. Without such notice, this Agreement will automatically renew for 30 days until such termination is received.

6. Required Information

The Requestor must provide the information requested to enable the Company to fulfill the request.

TO AVOID DELAY IN COMPLETION OF REQUEST, FILL IN ALL REQUIRED INFORMATION MARKED BY *.

*Service Options – select one:

One Time Request: _____ Custom Data Request: Billing at per hour charge, with a minimum of one hour, includes interval data requests that are more than one year of data, hard copy reports or graphs, or requests to manipulate the data. Also includes multiple site requests and may be charged to research multiple site accounts as to the load profile status of those accounts. Not to be a recurring request.

* Select data requested _____ Register Reads _____ Interval Data _____ Daily Usage
* Time period for data Start date _____ End date _____

Subscription Request: _____ Web Presentment (15-minute data given daily) –Data uploaded day after for those phone-accessed or Landis+Gyr accessed meters. Customer is responsible for any phone line or internet connection charges, and maintenance. Terms: 24 consecutive months.

Customer Information and Authorization

*Customer Name: _____

*Customer Address: _____

*Contact Person: _____

*Phone Number: _____

Email Address: _____

*Customer Account Number(s) [14-digit number on top of bill]:

_____

_____

_____

_____

_____

_____

_____

_____

_____

I authorize release of my confidential data to the Requestor per the selected service option.

_____
*Customer Signature

Requestor Information

*Requestor Business Name: _____

*Contact Person: _____

*Phone Number: _____

*Email Address: _____

Billing Information

The Customer, Requestor, or third party can be specified for billing. Customer charges will show as a miscellaneous charge on their monthly electric bill. **The signature is agreement to pay the billed charges and an understanding of the terms and conditions of this agreement.**

*Billed to Name:

_____

*Billed to Account Number:

_____

*Billed to Address:

_____

_____
*Billed to Signature

Additional pages of Account Numbers may be attached and are herein incorporated to this Agreement.

Please print clearly (except signatures). Illegibility may cause request to be returned uncompleted.

Return completed Agreement to United Illuminating by emailing a pdf copy to energytracer@uinet.com