

**NEW ENGLAND POWER POOL
GENERATION INFORMATION SYSTEM**

Terms of Use for Third Party Meter Readers

The following are the Terms of Use for any Third Party Meter Reader, as defined in the New England Power Pool (“NEPOOL”) Generation Information System Operating Rules, as amended, modified and restated from time to time (the “GIS Operating Rules”), submitting, verifying, transmitting, uploading or otherwise entering data into the NEPOOL Generation Information System (the “GIS”).

1. By this Agreement dated _____, _____, _____ (the “Third Party Meter Reader”), [a _____ [corporation] with its principal office in _____] [a person whose principal place of residence is _____] agrees to comply with all of the terms and conditions of the Generation Information System Development and Administration Agreement dated as of October 26, 2001, by and between the NEPOOL Participants and APX, Inc., as amended, modified or restated from time to time (the “GIS Agreement”), and the GIS Operating Rules and, if and when the Third Party Meter Reader becomes liable to NEPOOL or ISO New England Inc. (“ISO-NE”) for financial obligations related to the GIS pursuant to paragraph 2 below, with the ISO-NE Financial Assurance Policies and Billing Policy, as modified to include financial obligations related to the GIS of entities that are not NEPOOL Participants.
2. The Third Party Meter Reader shall pay any and all fees established for it from time to time by the NEPOOL Participants Committee or its successor or delegatee; *provided, however*, that the GIS Project Manager shall provide notice to the Third Party Meter Reader at least seven (7) days prior to the effectiveness of any change in NEPOOL’s GIS cost allocation methodology or any fee assessment that would result in the Third Party Meter Reader becoming liable for increased financial obligations related to the GIS, and the Third Party Meter Reader may withdraw from the GIS prior to the effectiveness of such change without incurring such increased obligations. The Third Party Meter Reader shall provide the GIS Administrator and/or ISO-NE (or their successors) with any and all information required in order for either of them to bill the Third Party Meter Reader for any fees established as described above.
3. The Third Party Meter Reader represents and warrants that it has received the authorization and approval of the following Energy Regulatory Agency or Energy Regulatory Agencies to perform the functions of a Third Party Meter Reader under the GIS Operating Rules: [_____]. The Third Party Meter Reader shall promptly notify the GIS Administrator if that authorization or approval expires or is terminated, and all rights granted to the Third Party Meter Reader under this Agreement and the GIS Operating Rules shall terminate once the Third Party Meter Reader no longer has the authorization or approval of an Energy Regulatory Agency to perform those functions.
4. The Third Party Meter Reader acknowledges that it has received and reviewed the data entry and security procedures and protocols (as the same may be amended, modified or restated from time to time, the “Procedures”) established by the GIS Administrator and posted on the GIS website. The Third Party Administrator will comply will all Procedures at all times.

5. The Third Party Meter Reader acknowledges that it has no ownership rights or license in or to the GIS, any software or hardware used in the operation of the GIS, or any data included in the GIS, including data provided to the GIS by the Third Party Meter Reader, except solely to the extent that a license is required for the Third Party Meter Reader to perform the functions of a Third Party Meter Reader under the GIS Operating Rules. The Third Party Meter Reader will not share, republish, copy, reproduce, transmit, display, sell, license or distribute any portion of the GIS or any data in the GIS to any third party or use the GIS as the basis for a directory or database prepared for commercial sale or distribution. The Third Party Meter Reader will not upload, post or otherwise transmit through or on the GIS any viruses or other harmful, disruptive or destructive files.

6. The Third Party Meter Reader acknowledges that it has received full and fair consideration for this Agreement. Moreover, the Third Party Meter Reader agrees that the NEPOOL Participants, acting by and through the NEPOOL Participants Committee or its successor or delegatee, may terminate the Third Party Meter Reader's involvement in the GIS and all of its rights hereunder and under the GIS Operating Rules if at any time the Third Party Meter Reader fails to comply with the GIS Agreement, the GIS Operating Rules or the Procedures.

7. THE THIRD PARTY METER READER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM ITS USE OF THE GIS. NEITHER ANY NEPOOL PARTICIPANT NOR THE GIS ADMINISTRATOR NOR THE GIS PROJECT MANAGER NOR THE SYSTEM OPERATOR SHALL HAVE ANY LIABILITY TO THE THIRD PARTY METER READER IN ANY WAY RELATED TO THE GIS OR THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL ACTIONS OR OMISSIONS OF THE NEPOOL PARTICIPANTS, THE GIS ADMINISTRATOR, THE GIS PROJECT MANAGER OR THE SYSTEM OPERATOR AND WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. Capitalized terms not otherwise defined herein have the meanings given to them in the GIS Operating Rules. Neither this Agreement nor any of the rights granted to the Third Party Meter Reader hereunder may be assigned, sublicensed, pledged, mortgaged or otherwise transferred by the Third Party Meter Reader. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut (without giving effect to conflict of law principles).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the date above.

Third Party Meter Reader

[_____]

By: _____

Name:

Title:

ACKNOWLEDGED:

New England Power Pool Participants

By: _____

NEPOOL GIS Project Manager

GIS Administrator

APX, Inc.

By: _____

Name:

Title:

ISO New England Inc.

By: _____

Name:

Title: