



DE/DDE CUSTOMER AGREEMENT

This Agreement is made this ____ day of _____, _____, by and between _____ (the “DE/DDE Customer”), which will perform the obligations of a Designated Entity and/or Demand Designated Entity, and ISO New England Inc. (the “ISO”), together the “Parties.”

WHEREAS, the ISO operates an automated electronic dispatch system for the communication of Dispatch Instructions to assets in accordance with its operating procedures;

WHEREAS, a certain Market Participant (the “Designating Market Participant”) has designated DE/DDE Customer to receive Dispatch Instructions on behalf of such Designating Market Participant;

WHEREAS, the electronic dispatch system requires that DE/DDE Customer has the capacity to communicate with the ISO’s Communications Front End System Servers;

WHEREAS, to achieve required communication, DE/DDE Customer may procure a Remote Terminal Unit (RTU) (software or hardware), may order electronic dispatch circuits and a router through the ISO, and may acquire an automatic ringdown circuit;

WHEREAS, the ISO and DE/DDE Customer are entering into this Agreement to outline their responsibilities, including the responsibility of DE/DDE Customer to provide reimbursement for charges incurred by the ISO on behalf of DE/DDE Customer to the extent that DE/DDE Customer orders electronic dispatch circuits, a router, or other equipment or services through the ISO;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. If not provided by the Designating Market Participant, DE/DDE Customer shall procure an RTU (software or hardware) and router and keep related maintenance agreements in effect throughout the term of this Agreement.
2. If not provided by the Designating Market Participant, the ISO shall order for DE/DDE Customer electronic dispatch circuits and related communications equipment and services. The costs for such circuits, equipment and ongoing monthly communications fees shall be paid by the ISO to communication service providers on behalf of DE/DDE Customer. DE/DDE Customer will reimburse the ISO for all such costs on the third business day from the date an invoice is issued by the ISO.
3. DE/DDE Customer agrees to make timely payment of all amounts due under this Agreement and the ISO New England Operating Documents. DE/DDE Customer further agrees that it shall bear all costs outlined in paragraphs 1 and 2, if applicable, as well as all costs for periodic upgrades, ongoing operation, licensing, communications, and any maintenance or repair work associated with its RTU unless such costs are the obligation of the Designating Market Participant.
4. Unless the Designating Market Participant owns the electronic dispatch circuits, DE/DDE Customer will provide reasonable and timely support and access to allow the ISO or its designee to configure, test and monitor the operation of the RTU, electronic dispatch circuits and router and any and all additional equipment necessary to effectuate efficient electronic dispatch.
5. DE/DDE Customer shall report any known problems or malfunctions of the RTU,

electronic dispatch circuits, and router to the ISO.

6. No changes, modifications, or upgrades to an RTU, electronic dispatch circuits, router, or automatic ringdown circuit may be made by DE/DDE Customer without prior written notice to, and approval by, the ISO.
7. In performing its obligations as a Designated Entity/Demand Designated Entity, DE/DDE Customer agrees to be bound by the terms of the ISO New England Operating Documents (as defined by the ISO New England Transmission, Markets and Services Tariff). The performance by DE/DDE Customer of its obligations shall be subject to the provisions of applicable tariffs, agreements, operating procedures, and market rules as if it were a Market Participant, including, but not limited to, (a) the central dispatch obligations specified in Article 4 of the Market Participant Services Agreement, and; (b) the indemnification provisions specified in Section I.5.3 of the ISO New England Transmission, Markets, and Services Tariff.
8. Capitalized terms used in this Agreement that are not otherwise defined shall have the meanings specified in the ISO New England Transmission, Markets and Services Tariff.
9. This Agreement may be terminated for convenience without penalty or recourse as of the first day of a given month by either Party with at least sixty (60) days' prior written notice to the other Party or as provided in other applicable tariffs, agreements or market rules or immediately by the non-breaching Party in the event of a material violation of the Agreement; *provided, however*, that DE/DDE Customer shall remain liable for costs incurred by the ISO on behalf of DE/DDE Customer through the date of termination.
10. Any notices or formal written correspondence pursuant to or related to this Agreement shall be delivered in person, by nationally recognized over-night courier, by certified mail or by e-mail. Notices or correspondence to the Parties shall be addressed as follows:

ISO New England Inc.
 One Sullivan Road
 Holyoke, MA 01040
 Attention: Steven Gould
 Title: Director, Operations
 E-Mail: sgould@iso-ne.com

DE/DDE Company Name: _____
 Address Line 1: _____
 Address Line 2: _____
 Address Line 3: _____
 Attention: _____
 Title: _____
 E-Mail: _____
 Phone Number: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DE/DDE Company Name: _____
 By: _____
 Name: _____
 Title: _____

ISO New England Inc.
 By: _____
 Name: _____
 Title: _____