

**One-Time Only Auto-Debit Authorization to pay the portion of the Invoices
related to the Qualification Process Cost Reimbursement Deposit**

(Date)

Billing Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040

RE: Auto-debit authorization to pay the portion of the Invoice per Section 3.1(c) of the ISO New England Billing Policy (the “Billing Policy”) related to the Qualification Process Cost Reimbursement Deposit (“QPCRD”)

Please accept this letter as a one-time only instruction (this “Instruction”) for ISO New England Inc. (the “ISO”) to auto-debit the account listed below on the date the Invoice (the “Invoice”) is due, to pay the portion of the Invoice to be issued by the ISO on _____ related to QPCRD.
(Invoice issued Date)

(ISO issued Customer ID) _____ (Complete Company Name) (the “Customer”)
has directed the bank or other institution holding the account listed below to permit the ISO to auto-debit the account and has sent acknowledgement from the bank or other institution holding the account to the billing department indicating of such permission.

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

Account Name: _____

In connection with this Instruction, the Customer acknowledges and agrees to the following:

- (a) This Instruction must be received by at least 5:00 p.m. (Eastern Time) on the day that is two Business Days prior to the Invoice Date.
- (b) The ISO shall auto-debit on the Date the portion of the Invoice related to QPCRD is due. If there are insufficient funds or the auto-debit is rejected by the payee bank, the portion of the Invoice related to QPCRD will remain unpaid and the Customer will be responsible for ensuring the Invoice is paid in accordance with the Billing Policy. If the auto-debit does not go through, ISO may notify the Customer (the auto-debit was not successful and will provide the reason if known)

or if there are insufficient funds available to pay the Invoice), but shall not be obligated to notify the Customer.

- (c) The ISO is not liable for any overdraft charges resulting from any auto-debit initiated by the ISO per this Instruction.
- (d) The Customer agrees that (a) the ISO and NEPOOL is each released from any and all liabilities arising from the terms of this Instruction and its compliance with the terms hereof, except to the extent that such liabilities arise from its own gross negligence or willful misconduct and (b) the Customer shall at all times indemnify and save harmless the ISO and NEPOOL and their officers, directors, members, trustees, employees, agents and representatives (each, an “Indemnified Party”) from and against any and all claims, actions and suits of others arising out of the terms of this Instruction or the compliance with the terms hereof, except to the extent that such arises from such Indemnified Party’s gross negligence or willful misconduct, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same.
- (e) The auto-debit shall not constitute an acceptable form of financial assurance under the Financial Assurance Policy unless the Customer takes all steps required under the Financial Assurance Policy with respect thereto, including without limitation executing and delivering a Security Agreement (as defined in the Financial Assurance Policy) and a related Control Agreement.

Nothing set forth in this Instruction modifies the rights and obligations of the ISO or the Customer under the Billing Policy, the Financial Assurance Policy, all other relevant documents and applicable law. If this Instruction is acceptable to you, please sign a copy of this Instruction in the space indicated below and return it to the ISO.

Sincerely,

Authorized Signer

Phone Number

Complete Company Name

Email Address

Address

ACCEPTED AND AGREED:
ISO NEW ENGLAND INC.

Approved By

Name & Title