



157 Church Street, New Haven, CT 06516

Interval Data Request – Service Agreement

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

1. Definitions

The United Illuminating Company ("UI"); State of Connecticut, Public Utility Regulatory Authority ("PURA").

2. UI as the Provider of interval data

- a. The Requestor acknowledges that the UI is providing 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 provide such to the Requestor, in an electronic format readable by commercially available software within seven (7) business days following the receipt of this signed contract and any required signed customer release form per section (3) below. The data will be transmitted electronically to a Requestor-supplied e-mail address, or by regular mail to a Requestor-supplied mailing 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 customer'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 DPUC 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 DPUC, and in the future the DPUC 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.

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.*

***Service Options – select one:**

One Time Requests:

- _____ Historical Interval Data Request: One year of data commencing with the current billing period and to include the prior 11 months. Charge is per metering point. Circle 15 or 60 minute.
- _____ Custom Interval 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.

Subscription Requests:

- _____ Monthly Interval Data: Commencing on the next billing period after the request is received. Electronic file is emailed to requestor. Terms: 24 consecutive months. Circle 15 or 60 minute.
- _____ Web Presentment (15 minute/monthly): Data uploaded monthly to web site, requestor can access via user id and password. Terms: 24 consecutive months.
- _____ Web Presentment (hourly/daily) – Data uploaded day after for those phone accessed or CellNet accessed meters. Customer is responsible for phone line charges and maintenance. Terms: 24 consecutive months.

Customer Information and Authorization:

*Customer Name: BOARD of EDUCATION +
TOWN of EAST HAVEN, CT.

*Customer Address: 250 MAIN ST. EAST
HAVEN, CT.

*Contact Person: PAUL S. RIZZA

*Phone Number: 203-468-3260

Email Address: EH.RIZZA@ATT.NET

*Customer Account Number(s):

See attached

Please release the option selected above to the requestor.

*Customer Signature: Paul S. Rizza

Requestor Information:

*Requestor Name: _____

*Contact Person: _____

*Phone Number: _____

*Email Address: _____

Billing Information:

The customer, supplier, 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.

*Signature: _____

*Billing Company
Name: _____

*Account
Number: _____

Return Completed Agreement to United Illuminating

Fax: 203-499-2079 or pdf to energytracer@uinet.com