



CUSTOMER-SPECIFIC INFORMATION

DISCLOSURE AGREEMENT

This Customer-Specific Information Disclosure Agreement is made this ___ day of _____, _____ between Versant Power, a Maine corporation with a principal place of business at 970 Illinois Avenue, Bangor, ME 04401 (“Versant”) and _____, a Project Sponsor for a Net Energy Billing or Distributed Generation Facility with a principal place of business at _____. Versant and Project Sponsor are each individually a “Party” to this Agreement and collectively referred to herein as “Parties.”

WHEREAS, Project Sponsor has entered into either a Commercial and Institutional Net Energy Billing Agreement or Distributed Generation Agreement with Versant; and

WHEREAS, in acting as a Project Sponsor, Project Sponsor may request that Versant provide Project Sponsor with access to customer historical usage data through the Supplier Marketplace Portal; and

WHEREAS, before accessing customer historical usage, Project Sponsor must obtain customer authorization; and

WHEREAS, Versant and Project Sponsor are mutually entering into this Agreement to set forth their mutual understandings regarding the disclosure of customer historical information pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Versant and Project Sponsor hereby agree as follows:

1. TERM

This Agreement shall become effective on the date hereof (“Effective Date”) and shall continue in full force and effect from month to month unless (a) terminated by either Party in accordance with the provisions of Article 5, or (b) terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date.

2. Project Sponsor’s Responsibilities

- 2.1 Project Sponsor shall, prior to downloading any customer-specific information, obtain customer authorization.

- 2.2 Project Sponsor shall at all times during the terms of this Agreement have a valid Commercial and Institutional Net Energy Billing or Distributed Generation Agreement with Versant.

3. Versant's Responsibilities

Versant shall in a timely manner provide Project Sponsor with a User Name and Password to access the Supplier Marketplace Portal.

4. Representations

- 4.1 Each Party represents that it is and shall remain in compliance with all applicable federal and state laws, Versant and ISO-New England/ Northern Maine Independent System Administrator (NMISA) tariffs, NMISA Rules, and Maine Public Utilities Commission regulations during the term of this Agreement.
- 4.2 Each person executing this Agreement for the respective parties represents and warrants that he or she has, or they have, authority to bind that Party.
- 4.3 Each Party represents that: (a) it has full power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 4.4 Each Party shall exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement and carry out its duties in accordance with applicable recognized professional standards.

5. Breach: Remedies

- 5.1 Notwithstanding anything to the contrary elsewhere in this Agreement, either Party, by written notice to the other Party ("Breaching Party"), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of the transferee, receiver of similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligation under this Agreement and has not cured such breach within fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such breach.
- 5.2 The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled. Notwithstanding the availability of other remedies in law of equity, either Party shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.

- 5.3 Each Party's liability to the other Party for any damages relating to or arising from any breach of this Agreement shall be limited to the amount of the direct damage actually incurred.
- 5.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, EXCEPT IN THE EVENT OF AN ACTION COVERED BY THE INDEMNIFICATION PROVISIONS OF ARTICLE 6, IN WHICH EVENT THIS ARTICLE 5 SHALL NOT BE APPLICABLE.

6. Indemnification

Project Sponsor shall indemnify, defend and hold Versant and its shareholders, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against any and all costs, losses, expenses and damages incurred by Versant arising out of Project Sponsor's failure to comply with the provisions of the Agreement.

7. Notice

- 7.1 Any notice, demand or request required or authorized by this Agreement to be given to a Party shall be given in writing and delivered by hand, courier or overnight delivery service or mailed by certified mail (return receipt requested), postage prepaid to such Party at the address set forth below:

If to Versant:

Via overnight courier:
Versant Power
Attn: Legal Notices
28 Penobscot Meadow Drive
Hampden, ME 04444

Via US Mail:
Versant Power
Attn: Legal Notices
P.O. Box 932
Bangor, ME 04402-0932

If to Project Sponsor:

- 7.2 The designation of such person or address may be changed at any time by either Party upon written notice given as aforesaid. Any notice delivered by hand, overnight courier or delivery service, or sent by certified mail, shall be effective upon receipt.

8. Governing Law

Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the internal laws of the State of Maine, without reference to the choice of law rules in effect therein.

9. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the remaining portions of this Agreement shall continue in full force of effect.

10. Amendment

This agreement may be amended by an instrument in writing, signed by both Parties, or by order of the Maine Public Utilities Commission or its successor. No amendment or modification shall be made by course of performance, course of dealing, or usage of trade.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

(PROJECT SPONSOR)

By _____

Title _____

VERSANT POWER

By _____

Title _____