ELECTRONIC DATA INTERCHANGE TESTING AGREEMENT

This Agreement is entered effective this ___ day of _____, 2005 by and between Niagara Mohawk Power Corporation (NMPC) and _____(ESCO) for the performance of Electronic Data Interchange (EDI) testing.

WHEREAS, NMPC and ESCO (collectively "the Parties") wish to engage in EDI testing (Testing), and

WHEREAS, the Parties wish such Testing to be performed as efficiently and effectively as possible, and accordingly, wish to establish appropriate protocols and schedules for such Testing, and

WHEREAS, the Parties wish to protect the confidential nature of the data being exchanged between the Parties.

NOW THEREFORE, the Parties, in consideration of the premises and intending to be legally bound, hereby agree as follows:

1. All Testing shall be performed consistent with the requirements of the Technical Operating Profile for Electronic Data Interchange in New York, Version 1.0 dated July 20, 2001, the Technical Operating Profile for Electronic Data Interchange in New York, Supplement 1, Version 1.0 dated November 1, 2001 and Attachment A hereto.

2. The Parties agree and acknowledge that data transmitted during the Testing is confidential customer information ("Information") and each Party accordingly agrees that it will maintain such Information in confidence, that it will use such Information solely for the purpose of the Testing and for no other purpose and that it will not divulge to third parties without the prior written consent of the other Party, the Information obtained in connection with the performance of the Testing. To the extent either Party utilizes contractors or consultants to perform services in connection with this Agreement, disclosure to such contractors or consultants shall be in accordance with a written non-disclosure agreement consistent with the requirements of this Agreement. The Parties agree that a Party shall disclose data obtained in connection with the performance of the Testing only to its designated partner(s), member(s), employee(s), agent(s), vendor(s), contractor(s) or subcontractor(s), to whom such disclosure is necessary in order to perform the Testing. The obligations of Parties contained in this paragraph shall survive the completion or termination of this Agreement.

3. As a condition precedent to the performance of Testing, the Parties shall establish a mutually acceptable test protocol and test schedule, which shall include appropriate testing milestones. Each Party agrees that it will take all reasonable actions to comply with such test protocol and to meet the established testing milestones.

In the event that either Party shall fail to comply with such test protocol or fail to meet such testing milestones, and shall fail to correct such failure to comply or failure to meet testing milestones within five (5) days of receipt of notice by the non-breaching Party of such failure, then the non-breaching Party may terminate such Testing. Such remedy shall be in addition to any other remedy available to the non-breaching Party under law or equity, which is not otherwise excluded by this Agreement.

4. Any dispute between the Parties arising out of Paragraph 3 above may be brought by either Party to the New York State Public Service Commission for resolution utilizing the Commission's Alternative Dispute Resolution (ADR) process. Any such resolution shall be binding upon the Parties.

5. Each Party shall indemnify, defend, and save harmless the other Party, its agents and employees, from any loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, (including but not limited to fees and disbursements of counsel incurred by the Indemnified Party in any action or proceeding between Indemnitor and the Indemnified Party or between the indemnified Party and any third party or otherwise) arising out of any damage or injury to its property and property of third parties (including real property, personal property and persons), or economic damages, directly or indirectly caused by or arising out of or in any way connected with the Testing to the extent caused by or resulting from the negligence or willful misconduct of the Indemnitor, its agents or employees.

6. Notwithstanding any other provision of this Agreement, with the exception of indemnification under the provisions of Paragraph 4 for claims of third parties, under no circumstances, shall either Party be liable to the other for consequential, incidental, punitive, special, indirect, treble or multiple damages.

7. Within 60 days from the successful completion of testing in accordance with Attachment A, ESCO shall obtain information via EDI for all transactions covered by EDI testing and NMPC will no longer provide access to it’s legacy system for information provided via EDI.

8. This Agreement shall constitute the entire agreement between the Parties and shall supersede all other agreements, discussions and negotiations between the parties regarding EDI testing. Any amendments or modifications to this Agreement must be in writing and executed by both Parties.

Niagara Mohawk Power Corporation:	ESCO:
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A

PSC Phase III Testing:
Trading Partner Test Requirements
And Performance Criteria

Summary
As dictated by the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001, there are four test scenario categories for Phase III testing. The categories encompass Connectivity, Enrollment, Usage, and Special Situations. Each category represents a different technical or functional area that will need to be tested and validated in order to complete Phase III testing. The specific requirements for successful completion of each category are as follows:

Connectivity – 10 Test Cycles

- **Requirements** – All aspects of the following Connectivity test cycles outlined in the Technical Operating Profile (TOP) For Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001 must be met before Phase III testing can successfully conclude. All parties will complete and exchange trading partner information via the pre-testing worksheet displayed in the TOP Supplement 1, Appendix A prior to the test start date. The test cycles are as follows: C001, C002, C003, C004, C005, C006, C007, C008, C009, and C010.

- **Performance –**Connectivity tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. All parties are required to have the necessary technical and business staff available to contribute to the testing effort in order to facilitate the timely completion of Phase III Connectivity tests. All scenarios listed in the Technical Operating Profile for Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001 under Connectivity testing, section C001, will be executed during PSC Trading Partner Testing. Successful completion of all connectivity test cycles will constitute the entry criteria to begin business scenario testing for the enrollment, usage and special situation test frames.

- **Connectivity Testing Milestone -** We anticipate that connectivity testing will last no more than three weeks. The Parties agree to complete Connectivity Testing by: _____ (Date)

Enrollment – 13 Test Cycles

- **Requirements** – All aspects of the following Enrollment test cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001 must be met before Phase III testing can successfully conclude. The test cycles are as follows: E001, E002, E003, E004, E005, E006 (Not used by Niagara Mohawk), E007, E008, E009, E010, E011, E012, and E013.

- **Performance** –Enrollment tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 50% of the Enrollment test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

- **Enrollment Testing Milestone -** We anticipate that Enrollment testing will last no more than three weeks. The Parties agree to complete Enrollment Testing by: _____ (Date)

Usage – 4 Test Cycles

- **Requirements** – All aspects of the following Usage test cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001 must be met before Phase III testing can successfully conclude. The test cycles are as follows: U001, U002, U003, and U004.

  - **Performance** –Usage tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 75% of the Usage test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

  - **Usage Testing Milestone** - We anticipate that Usage testing will last no more than one week. The Parties agree to complete Usage Testing by: _____ (Date)

Special Situations – 1 Test Cycle

- **Requirements** – All aspects of the following Special Situation test cycle outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001 must be met before Phase III testing can successfully conclude. The test cycle is as follows: S001.

- **Performance** –Special Situation tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete 100% of the Special Situation test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.
- **Special Situation Testing Milestone -** We anticipate that Special Situation tests will last no more than two days. The Parties agree to complete Special Situation Testing by:
  _____ (Date).

Conclusions
As specified in the Technical Operating Profile for Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001, Phase III Testing will be considered successfully completed when the criteria for the four Phase III Trading Partner test categories have been met.

- **Testing Completion Milestone** – Based on completion of the Testing Milestones agreed to above, the Parties agree to complete Phase III Trading Partner Testing by:
  _____(Date)

ATTACHMENT B

PSC Phase III Testing:
Trading Partner Test Requirements
And Performance Criteria

Account Maintenance – 10 Test Cycles

- **Requirements** – All aspects of the following Account Maintenance cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 2, Dated May 29, 2002 must be met before Phase III testing can successfully conclude. The test cycles are as follows: M001, M002, M003, M005, M006, M007, M009, M010.

  - **Performance** – Account Maintenance tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 75% of the Account Maintenance test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

  - **Account Maintenance Testing Milestone** - We anticipate that Account Maintenance testing will last no more than two weeks. The Parties agree to complete Account Maintenance Testing by:
    _____ (Date)

Utility Rate Ready Invoices – 8 Test Cycles

- **Requirements** – All aspects of the following Utility Rate Ready Invoices test cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 2, Dated May 29, 2002 must be met before Phase III testing can successfully conclude. The test cycles are as follows: RR1001, RR1005, RR1006, RR1007, RR1008.

  - **Performance** – Utility Rate Ready Invoices tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 75% of the Utility Rate Ready Invoices test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

- **Utility Rate Ready Invoices Testing Milestone -** We anticipate that Utility Rate Ready Invoices testing will last no more than two weeks. The Parties agree to complete Enrollment Testing by:
  _____ (Date)

Account Assignment – 6 Test Cycles

- **Requirements –** All aspects of the following Account Assignment test cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 2, Dated May 29, 2002 must be met before Phase III testing can successfully conclude. The test cycles are as follows: ASG001, ASG003, ASG005, ASG006.

  - **Performance –** Account Assignment tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 75% of the Account Assignment test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

  - **Account Assignment Testing Milestone -** We anticipate that Account Assignment testing will last no more than two weeks. The Parties agree to complete Account Assignment Testing by:
    _____ (Date)

Conclusions
As specified in the Technical Operating Profile for Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001, Phase III Testing will be considered successfully completed when the criteria for the four Phase III Trading Partner test categories have been met.

- **Testing Completion Milestone –** Based on completion of the Testing Milestones agreed to above, the Parties agree to complete Phase III Trading Partner Testing by:
  _____(Date)

ATTACHMENT C

PSC Phase III Testing:
Trading Partner Test Requirements
And Performance Criteria

Reinstatement – 3 Test Cycles

- **Requirements** – All aspects of the following Account Assignment test cycles outlined in the Technical Operating Profile For Electronic Data Interchange In New York, Supplement 3, Dated August 12, 2002 must be met before Phase III testing can successfully conclude. The test cycles are as follows: R001, R002, R003.

  - **Performance** – Account Assignment tests will be conducted between the hours of 9:00a.m. and 5:00 p.m. EST unless parties agree that there is a need to extend hours of operation in order to complete testing in a reasonable timeframe. If the ESCO and/or the utility can not successfully complete more than 75% of the Account Assignment test cycles within three iterations of test data submission, the ESCO and/or the utility will have the option to request that testing be ceased in order to allow sufficient time for parties to make required system changes in order to resume productive testing activities.

  - **Account Assignment Testing Milestone -** We anticipate that Reinstatment testing will last no more than 2 days. The Parties agree to complete Reinstatement Testing by:
    _____ (Date)

Conclusions
As specified in the Technical Operating Profile for Electronic Data Interchange In New York, Supplement 1, Dated November 1, 2001, Phase III Testing will be considered successfully completed when the criteria for the four Phase III Trading Partner test categories have been met.

- **Testing Completion Milestone** – Based on completion of the Testing Milestones agreed to above, the Parties agree to complete Phase III Trading Partner Testing by:
  _____(Date)