

## MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is entered into effective the 1st day of November 2014 (the "Effective Date"), by and between Noble Americas Energy Solutions LLC ("DM Services Provider") and the City of Lancaster, a municipal corporation and charter city, d/b/a Lancaster Choice Energy ("LCE"). Each party listed above may be referred to individually as a "Party," and collectively as the "Parties."

### WITNESSETH

WHEREAS, LCE is scheduled to begin providing Community Choice Aggregation ("CCA") Services through its Lancaster Choice Energy program (the "Program"), on or around May 1, 2015;

WHEREAS, LCE has requested that DM Services Provider perform the Data Manager Services described in the Addendum, attached hereto and incorporated herein by this reference (the "Addendum"); and

WHEREAS, LCE will be purchasing electricity for the CCA Program from one or more electric energy suppliers ("Supplier").

NOW, THEREFORE, for and in consideration of the mutual benefits, obligations, covenants, and consideration, the receipt and sufficiency of which are hereby acknowledged, DM Services Provider and LCE hereby agree as follows:

1. **SERVICES.** Subject to the terms and conditions of this Agreement and during the term of this Agreement, DM Services Provider shall provide to LCE the services described in the Addendum (the "Services"). From time to time the parties may add new addenda, which upon execution by both parties, shall be subject to the terms and conditions of this Agreement.
2. **CONDITIONS TO DM SERVICES PROVIDER'S PERFORMANCE.**
  - (a) **Information and Assistance.** Upon DM Services Provider's reasonable request, LCE shall provide such information and assistance as is reasonably required for DM Services Provider to provide the Services. If LCE fails to provide DM Services Provider with such requested information or assistance then DM Services Provider shall continue to provide in a timely manner any such portion(s) of the affected Services that DM Service Provider can reasonably provide to the extent possible in the absence of such information or assistance. Notwithstanding any provision to the contrary herein, failure by LCE to provide DM Service Provider with such information or assistance shall not constitute an Event of Default.
  - (b) **Notification.** LCE shall notify all other relevant parties, including but not limited to Supplier, the Utility Distribution Company ("UDC"), which is currently Southern California Edison, and LCE's banker(s), as necessary, of the existence of

this Agreement and DM Services Provider's role as contemplated in this Agreement.

3. **FEES AND BILLING.**

- (a) Fees. LCE shall pay all fees due in accordance with the Addendum.
- (b) Billing and Payment Terms. Unless otherwise indicated in the applicable Addendum, DM Services Provider shall invoice LCE monthly for all fees related to Services performed during the previous month. Payment of fees shall be due within thirty (30) days after the date of invoice. All payments must be made in U.S. dollars.
- (c) Taxes. Payments due to DM Services Provider under this Agreement shall be net of all sales, value-added, use or other taxes and obligations.

4. **REPRESENTATIONS AND WARRANTIES.** On the Effective Date and the date of entering into each Addendum, each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and each Addendum; (iii) the execution, delivery and performance of this Agreement and each Addendum are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement, each Addendum, and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; (v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt, and (vi), in the case of DM Services Provider, that it has the qualifications, experience and ability to perform the Data Manager Services described in the applicable Addendum.

5. **INDEMNIFICATION.** Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or the Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from the Indemnified Party's breach of any material term of this Agreement, or the Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval,

which shall not be unreasonably withheld. The indemnity obligation set forth in this Section 5 shall survive termination of this Agreement.

6. **TERM.** Unless earlier terminated pursuant to the terms of Section 7, the term of this Agreement shall be the Effective Period described in the Addendum.

7. **TERMINATION.**

- (a) **Early Termination Due to Cancellation of LCE's Program.** If LCE determines on or before May 1, 2015, in its sole and absolute discretion, not to proceed with the Program, LCE may terminate this Agreement by giving written notice to DM Services Provider as provided in Section 20 of this Agreement. In such event, LCE shall have no further liability or financial obligation to DM Services, except as follows: (i) DM Services Provider shall be entitled to keep any fees already paid; and (ii) LCE shall pay any amounts owed under Section \_ of the Addendum.
- (b) **Early Termination Due to Delay of LCE's Program.** If the Program has not commenced by December 1, 2015, either Party may terminate this Agreement by giving 30 days' written notice to the other Party so long as the Program has not yet begun. In such event neither Party shall have any further obligations under the Agreement.
- (c) **Termination for Cause.** If any one of the following events (each an "Event of Default") occurs with respect to a Party, then the other Party may terminate this Agreement or the applicable Addendum upon written notice to the defaulting Party: (i) with respect to LCE, LCE fails to pay amounts due hereunder and such failure continues for seven (7) business days following written notice from DM Services Provider; (ii) with respect to DM Services Provider, DM Services Provider defaults in the observance or performance of any of its material covenants or agreements in this Agreement and such default continues uncured for twenty (20) business days following written notice to DM Services Provider; (iii) either Party makes an assignment for the benefit of creditors (other than a collateral assignment to an entity providing financing to such Party), files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or has such a petition filed against it or otherwise becomes bankrupt or insolvent (however evidenced), or is unable to pay its debts as they fall due; or (iv) LCE fails to satisfy UDC's credit-worthiness requirements set forth in the UDC tariffs and such failure continues uncured for twenty (20) business days following written notice to LCE from UDC.
- (d) **Effect of Termination.** Upon the effective date of expiration or termination of this Agreement: (i) DM Services Provider shall immediately cease providing Services hereunder; and (ii) any and all payment obligations of LCE under this

Agreement will become due within thirty (30) days; provided, however, that in the event that DM Services Provider is the defaulting Party, LCE shall have the right to deduct or set off against any part of the balance due DM Services Provider any amount due from DM Services Provider under this Agreement. Upon such expiration or termination, and upon request of LCE, DM Services Provider shall reasonably cooperate with LCE to ensure a prompt and efficient transfer of all data, documents and other materials to a new services provider in a manner such as to minimize the impact of expiration or termination on LCE's customers. If LCE is the defaulting Party, LCE agrees to pay DM Services Provider reasonable compensation for additional services performed in connection with such transfer, to the extent not otherwise provided for or contemplated in the Addendum; provided, however, that such compensation shall not in any case exceed fifty percent (50%) of the amount of the previous month's invoice.

8. **LIMITATION ON DAMAGES.** FOR ANY BREACH HEREOF, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY, INCLUDING ANY CLAIMS FOR MONETARY PENALTIES ASSESSED BY THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR ASSOCIATED WITH THE SETTLEMENT QUALITY METER DATA REPORTING OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY CLAIM ARISING FROM A BREACH OF THE CONFIDENTIALITY PROVISIONS OF SECTION 13 OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WITH THE EXPRESS EXCLUSION OF ANY CLAIM FOR INDEMNITY OR OTHER RIGHT UNDER SECTION 5, IN NO EVENT SHALL DM SERVICES PROVIDER'S LIABILITY TO LCE HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID TO DM SERVICES PROVIDER BY LCE FOR THE SERVICES PROVIDED HEREUNDER. THE PROVISIONS OF THIS ARTICLE 8 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **FORCE MAJEURE EVENT.** A Party shall be excused from performance under this Agreement and shall not be considered in default with respect to any obligation hereunder (other than obligations to pay money), if, and to the extent, its failure of, or delay in, performance is due to a Force Majeure Event; provided, however, that (a) such claiming Party gives written notice and full particulars of such Force Majeure Event to the other Party promptly after the occurrence of the event relied on, (b) such notice shall estimate the expected duration and probable impact on the performance of such Party's obligations hereunder, (c) such affected Party shall continue to furnish timely regular reports with respect thereto during the continuation of the delay in the affected Party's performance, (d) the suspension of such obligations sought by such Party is of no greater scope and of no longer duration than is required by the Force Majeure Event, (e) no obligation or liability of either Party which became due or arose before the occurrence of the event causing the suspension of performance shall be excused as a result of the occurrence; (f) the affected Party shall exercise all commercially reasonable efforts to mitigate or limit the interference, impairment and losses to the other Party by promptly taking appropriate and sufficient corrective action; (g) when the affected Party is able to resume performance of the affected obligations under this Agreement, the affected Party shall give the other Party written notice to that effect, and (h) the affected Party promptly shall resume performance under this Agreement. The term "Force Majeure Event" means the occurrence of any event beyond the reasonable control of the Party affected that results in the failure or delay by such Party of some performance under this Agreement, in full or part, including but not limited to the following: drought, flood, earthquake, storm, fire, volcanic eruption, lightning, epidemic, war, pests, riot, civil disturbance, sabotage, terrorism or threat of terrorism, strike or labor difficulty, accident or curtailment of supply or equipment, total casualty to equipment, or restraint, order or decree by a governmental authority. Notwithstanding the foregoing, Force Majeure Events shall expressly not include lack of financial resources, material cost increases in commodities or labor, or other economic conditions.

10. **RELATIONSHIP OF PARTIES.** DM Services Provider and LCE are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment franchise or agency between DM Services Provider and LCE. Neither DM Services Provider nor LCE will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided for herein.

11. **ASSIGNMENT OF RIGHTS.** Neither Party shall assign any of its rights or delegate any of its responsibilities hereunder without first obtaining the consent of the other Party except it may be assigned or transferred without such consent (i) by either Party to a successor acquiring all or substantially all of the shares and/or the assets of the transferring Party, whether by merger or acquisition, or (ii) by either Party to any wholly-owned affiliate. Any such request shall be made in writing and the consent, if any, shall be made in writing. Any transfer in violation of this provision shall be void.

12. **FURTHER ACTIONS.** The Parties agree to take all such further actions and to execute such additional documents as may be reasonably necessary to effectuate the purposes of this Agreement.

13. **CONFIDENTIALITY.**

- (a) This Agreement and all information shared between the Parties regarding this Agreement and the Services to be provided hereunder (e.g., reports, etc.) is strictly confidential and shall not be disclosed by a Party (except to such Party's affiliates, employees, lenders, counsel and other advisors, permitted assignees, or prospective purchasers who have a need to know the information and have agreed to treat such information as confidential) without the prior written consent of the other Party, except (i) as required by Law, including but not limited to the California Public Records Act and the Brown Act; and (ii) that LCE may share all such data with its Supplier. In addition, DM Services Provider shall comply with the requirements of the customer information confidentiality policy adopted by LCE, and shall take all reasonable steps necessary to ensure that such data remains confidential.
- (b) DM Service Provider acknowledges that the confidential information about LCE's customers to which it will have access under this Agreement could give it or a third party an unfair competitive advantage in the event that DM Services Provider or any third party were to compete with LCE in the provision of electrical or other services to LCE's customers. DM SERVICES PROVIDER AGREES THAT IT WILL NOT USE ANY INFORMATION IT RECEIVES REGARDING LCE CUSTOMERS FOR ANY PURPOSE OTHER THAN PROVIDING SERVICES UNDER THIS AGREEMENT. DM Services Provider shall not use such customer information to compete with LCE in any manner. Upon termination of this Agreement, DM Services Provider shall (i) return all documents and other materials received from the LCE and all copies (if any) of such documents and tangible materials, and (ii) destroy all other documents or materials in DM Services Provider's possession that contain LCE customer data, and (iii) deliver to LCE a certificate, signed by an authorized representative of DM Services Provider, stating that DM Services Provider has returned or destroyed all such documents and materials; provided, however, that DM Services Provider may retain copies of information necessary for tax, billing or other financial purposes, to be used solely for such purposes.
- (c) The Parties agree that damages would be an inadequate remedy for breach of the provisions in this Section 13 and that either Party shall be entitled to equitable relief in connection therewith, and shall be entitled to recover any damages for such breach as may be provided by law.

14. **COMPLIANCE WITH LAW.** Each party shall be responsible for compliance with all laws or regulations applicable to the Services being provided under this Agreement. If either Party's

activities hereunder become subject to law or regulation of any kind, which renders the activity illegal, unenforceable, or which imposes additional costs on such Party for which the Parties cannot mutually agree upon an acceptable price modification, then such Party shall at such time have the right to terminate this Agreement upon written notice to the other Party with respect to the illegal, unenforceable, or uneconomic provisions only; the remaining provisions of this Agreement will remain in full force and effect. Any such termination shall not constitute a basis for termination for cause as defined in Section 7, above.

15. **CHOICE OF LAW.** This Agreement, and the rights and duties of the Parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

16. **INTEGRATION.** This Agreement contains the complete understanding between the Parties, supersedes all previous discussions, communications, writings and agreements related to the subject matter of this Agreement, and, except to the extent otherwise provided for herein, may not be amended, modified or supplemented except in a writing signed by both Parties.

17. **WAIVER.** No waiver by either Party of any right or obligation hereunder, including in respect to any Default by the other Party, shall be considered a waiver of any future right or obligation, whether of a similar or different character. Any waiver shall be in writing.

18. **GOVERNMENTAL ENTITY.** LCE shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. Except as provided in Section 7(a) above, LCE's failure to obtain any necessary budgetary approvals, appropriations, or funding for its obligations under this Agreement shall not excuse LCE's performance hereunder.

19. **NOTICES.** All notices and other communications required under this Agreement shall be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or email and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of service if sent by facsimile or email, provided the original is concurrently sent by first class mail, and provided that notices received by facsimile or email after 5:00 p.m. shall be deemed given on the next business day, (iii) on the next business day after deposit with a recognized overnight delivery service, or (iv) on the third (3<sup>rd</sup>) day after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage-prepaid, and properly addressed as follows:

If to DM  
Services  
Provider:

Noble Americas Energy Solutions LLC  
Attn: Legal Dept.  
401 West A Street, Suite 500  
San Diego, CA 92101  
619-684-8251 (Phone)  
619-684-8350 (Fax)

If to LCE:

Lancaster Choice Energy  
Attn: Mark Bozigian, City Manager  
44933 Fern Avenue  
Lancaster, CA 93534

With Copies  
to:

Barbara Boswell, Director of Finance  
[mbozigian@cityoflancasterca.org](mailto:mbozigian@cityoflancasterca.org)  
[bboswell@cityoflancasterca.org](mailto:bboswell@cityoflancasterca.org)

20. **TIME**. Time is of the essence of this Agreement and each and all of its provisions. The parties agree that the time for performance of any action permitted or required under this Agreement shall be computed as if such action were "an act provided by law" within the meaning of California Civil Code §10, which provides: "The time in which any act provided by law to be done is computed by excluding the first day and including the last unless the last day is a holiday, and then it is also excluded."

21. **LIMITATIONS**. Nothing contained in this Agreement shall in any way limit DM Services Provider from marketing any of its products and services outside of LCE's service territory. DM Services Provider agrees not to use any of the CCA data for its own marketing purposes.

22. **THIRD PARTY BENEFICIARIES**. The Parties agree that there are no third-party beneficiaries to this Agreement either expressed or implied.

23. **INSURANCE**. With respect to performance of services under this Agreement, DM Services Provider shall maintain and shall require any subcontractor performing Call Center or other functions as described in the Addendum, to maintain, insurance as described in Exhibit A, which is attached hereto and incorporated herein by this reference.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date provided herein.

Noble Americas Energy Solutions LLC

Lancaster Choice Energy

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## **Addendum for Data Manager Services**

Reference: MASTER PROFESSIONAL SERVICES AGREEMENT

Between Noble Americas Energy Solutions LLC ("DM Services Provider")

And City of Lancaster, d/b/a Lancaster Choice Energy ("LCE")

As of [Month Day, Year]

Addendum Date: [Month Day, Year]

This Addendum (the "Addendum") supplements the Lancaster Choice Energy Master Professional Services Agreement referred to above (the "Agreement").

1. **EFFECTIVE PERIOD.** The Effective Period for the Addendum shall be from November 1, 2014 through December 31, 2019.
2. **DESCRIPTION OF DATA MANAGER SERVICES.** During the Effective Period, DM Services Provider shall provide the Data Manager Services listed below.
  - a. Start-Up Support Services:
    - i. Participate in coordinative meetings, at LCE's reasonable request, to initiate Community Choice Aggregation ("CCA") service in Utility Distribution Company ("UDC") territory. Such meetings may include LCE's management/staff, DM Services Provider's management/staff and/or UDC's management/staff, as necessary, and may require on-site participation by DM Services Provider's management/staff.
    - ii. DM Services Provider shall complete the technical testing of all necessary electronic interfaces with the UDC, which provide for the communication by Internet and Electronic Data Interchange ("EDI") between DM Services Provider and UDC to confirm system compatibility related to CCA Service Requests ("CCASR's"), billing collections, meter reading, and electricity usage data.
    - iii. DM Services Provider shall demonstrate successful completion of all standard UDC technical testing and shall have the capability and signed agreements necessary to communicate or exchange the information using EDI, Internet, or an electronic format acceptable to the UDC.
    - iv. Obtain all customer information data, including historical usage for enrolled customers, from LCE or UDC.
    - v. Provide customer mailing list to LCE designated printer for customer notices during each Enrollment Phase using methodology agreed upon by LCE/DM Services Provider/LCE designated printer.
  - b. Electronic Data Interchange Services:
    - i. Process CCASRs from/to the UDC, which specify requested changes to a customer's choice of services such as enrollment in LCE's Standard and Voluntary Tariff options, customer initiated returns to bundled utility

- service, or customer initiated returns to direct access service (814 EDI Files).
- ii. Obtain all customer usage data from the UDC's Meter Data Management Agent ("MDMA") server to allow for timely billing (according to UDC's requirements) of each customer (867 EDI Files).
  - iii. Maintain and timely communicate the amount to be billed by the UDC for services provided by LCE (810 EDI Files) according to UDC's applicable billing window.
  - iv. Receive and maintain all data related to payment transactions toward LCE charges from the UDC after payment is received by the UDC from customers (820 EDI Files), to include UDC confirmations of payment transactions.
  - v. Process CCASRs with UDC when customer status changes.
- c. Customer Information System Development & Maintenance:
- i. Maintain an accurate customer database of all customers who are offered LCE's CCA service and identify each customer's enrollment status, tariff election(s), payment history, collection status, on-site generating capacity, if applicable, and any correspondence with customer as well as other information that may become necessary to effectively administer LCE's CCA program. Information in this database will be based on the information provided by the UDC and/or the CCA customer
  - ii. Allow LCE to have functional access to the online database to add customer interactions and other account notes.
  - iii. Allow LCE to view customer email or written letter correspondence within online database.
  - iv. Maintain and provide as-needed historical usage data (as provided by the UDC) on all customers going back from the start of CCA Service.
  - v. Maintain viewing access, available to appropriate LCE staff, to billing records/details of LCE customers. DM Services Provider shall use commercially reasonable efforts to include functionality that supports the intuitive parsing and labeling of files provided by the UDC. Maintain accessible archive of billing records for all CCA customers from the start of CCA Service or a period of no less than five years.
  - vi. Process CCASRs with the UDC when customer status changes.
  - vii. Maintain and communicate as needed record of customers who have been offered service with LCE but have elected to opt out, either before or after starting service with LCE.
  - viii. Maintain and communicate as-needed records of Net-Energy Metering

credits and production statistics for participating LCE customers to support on-bill data posting and periodic account settlement/true-up consistent with applicable provisions of LCE's Net-Energy Metering program.

- ix. Maintain all customer data according to LCE's customer privacy policy and the requirements of relevant California Public Utilities Commission Decisions including D.12-08-045, including a daily backup process.
- x. Maintain an agreed upon security breach policy.
- xi. LCE reserves the right to include the management of Level Pay Plan and On-Bill Financing, in the initial per account fee.

d. Customer Call Center Management & Staffing:

- i. Staff a call center during any Statutory Enrollment Period 24 hours a day, 7 days a week. As a minimum requirement, the DM Services Provider shall staff this call center with personnel located within the continental United States between the hours of 7 AM and 9 PM PPT during any Statutory Enrollment Period.
- ii. Staff a call center during non-enrollment period between the hours of 7 AM and 7 PM PPT Monday through Friday, excluding UDC/LCE holidays. During such non-enrollment periods, the DM Services Provider shall staff this call center with personnel located within the continental United States.
- iii. Ensure that a sufficient number of data manager experts are available to seamlessly manage escalated calls between the hours of 8 AM and 5 PM PPT Monday through Friday, excluding UDC/LCE/DM Services Provider holidays.
- iv. Receive calls from LCE customers referred to DM Services Provider by the UDC and receive calls from LCE customers choosing to contact DM Services Provider directly without referral from the UDC.
- v. Ensure that a minimum of 80% of all calls will be answered within 60 seconds during non-enrollment periods. Ensure a no greater than 10% abandon rate for all non-enrollment period calls.
- vi. Record all inbound calls and make available to LCE staff upon request. Maintain an archive of such recorded calls for a minimum period of 24 months.
- vii. During inbound calls, attempt to collect and/or confirm current email, mailing address and phone number of LCE customers (and add to or update database accordingly).
- viii. Respond to telephone inquiries from LCE's customers using a script developed and updated quarterly by LCE in cooperation with DM Services

Provider. For questions not addressed within the script, DM Services Provider shall refer inquiries either back to the UDC or to LCE, as appropriate.

- ix. Respond to customer inquiries within one business day, including inquiries received through telephone calls, email, fax, or web-portal.
  - x. DM Services Providers shall provide the Customer Call Center's telephone number on the UDC invoice to allow LCE customers to call a Customer Service Representative directly.
  - xi. Offer bi-annual cross training to UDC call center management/supervisory staff. It is anticipated that the location for such training will be within California, generally located at the offices of LCE or the UDC.
  - xii. Participate in coordinative meetings, at LCE's request, to promote the resolution of any customer service issues. Such meetings may include LCE's management/staff, DM Services Provider's management/staff and/or UDC's management/staff, as necessary, and may require on-site participation by DM Services Provider's management/staff.
  - xiii. Provide translation services for messaging and inbound calls for the Spanish language.
  - xiv. Provide TTY services for inbound calls for the hearing impaired.
- e. Billing Administration:
- i. Maintain a table of rate schedules provided by LCE, including voluntary renewable energy tariff.
  - ii. Apply UDC account usage for all LCE customers against applicable rate to allow for customer billing.
  - iii. Review application of LCE rates to UDC accounts to ensure that the proper rates are applied to the accounts.
  - iv. Timely submit billing information for each customer to the UDC to meet the UDC billing window.
  - v. Use commercially reasonable efforts to remedy billing errors for any customer in a timely manner, no more than two billing cycles.
  - vi. Assist with annual settlement process for Net-Energy Metering customers by identifying eligible customers, providing accrued charges and credits, and providing mailing list to LCE's designated printer.
  - vii. Provide customer mailing list to LCE designated printer for new move-in customer notices and opt out confirmation letters routinely within 7 days of enrollment or opt out.
  - viii. Participate in coordinative discussions with LCE and UDC, as necessary, to

ensure the effective administration of LCE's Net-Energy Metering program with regard to bill presentment, credit tracking and account settlement. Assist in troubleshooting and resolving, through process and/or system modifications, any issues that may result in CCA customer confusion and/or misinformation related to LCE's Net-Energy Metering program.

f. Settlement Quality Meter Data Services:

- i. DM Services Provider shall provide LCE or LCE's designated Scheduling Coordinator ("SC") with Settlement Quality Meter Data ("SQMD") as required from SC's by the California Independent System Operator ("CAISO").
- ii. Obtain historical usage data for enrolled customers, from UDC, and utilize for estimation in SQMD process. In the absence of current historical usage, LCE to provide DM Services Provider with usage received from Schedule CCA-INFO in order to calculate Default Usage. LCE will approve Default Usage.
- iii. Upon LCE's request, DM Services Provider shall submit the SQMD directly to the CAISO on behalf of LCE or LCE's designated SC
- iv. LCE agrees that DM Services Provider shall have no responsibility for any charges or penalties assessed by the CAISO associated with the SQMD under an indemnity or otherwise.
- v. DM Services Provider shall prepare the SQMD in accordance with Prudent Utility Practice, however, DM Services Provider hereby disclaims in advance that any representation is made or intended that the SQMD is necessarily complete, or free from error.

g. Qualified Reporting Entity ("QRE") Services:

- i. DM Services Provider may serve as a QRE for: 1) certain locally situated, small-scale renewable generators supplying electric energy to LCE through its feed-in tariff; and/or 2) certain locally situated, small-scale renewable generators that may be owned and/or controlled by LCE, supplying electric energy to LCE through such arrangements under terms and conditions set forth in a Qualified Reporting Entity Services Agreement mutually agreed to by the Parties.
- ii. Submit a monthly generation extract file to the Western Renewable Energy Generation Information System ("WREGIS") on LCE's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document for Qualified Reporting Entities.
- iii. For the purpose of collecting applicable generation and usage data for LCE's renewable energy projects and consistent with the UDC's applicable

meter servicing agreement, serve as designated "subcontractor" for certain renewable energy projects: DM Services Provider shall receive applicable electric meter data from the UDC and shall provide such data to LCE for purposes of performance tracking and invoice creation.

- iv. Assist LCE in completing requisite generator registration materials, as such materials may be required by WREGIS, the California Energy Commission, the California Public Utilities Commission and/or other entities to effect the successful crediting of renewable energy certificates, as appropriate, to LCE’s WREGIS account. These services shall be limited to assistance with the process and shall not involve providing regulatory or legal advice.
- h. Reporting – DM Services Provider Shall include the following reports, frequency and delivery methods:

<b>Report</b>	<b>Frequency</b>	<b>Delivery Method</b>
Aging	Weekly, Monthly	SFTP
Call Center Statistics	Weekly, Monthly	Email
Cash Receipts	Weekly, Monthly	SFTP
Days to Invoice	Weekly, Monthly	SFTP
Voluntary RE tariff Enrollment	Weekly, Monthly	SFTP
Invoice Summary Report	Weekly, Monthly	SFTP
Monthly Transaction Summary	Monthly	Email
Opt Out with Rate Class	Weekly, Monthly	SFTP
Retroactive Returns	Monthly	Email
Sent to Collections	Monthly	Email
Snapshot	Weekly	SFTP
Snapshot with Addresses	Weekly	SFTP
Unbilled Usage	Monthly	SFTP
Full Volume Usage by Rate Class	Monthly	SFTP

- i. Ensure monthly status reports are provided during the first week of each month.
- ii. Ensure weekly status reports are provided during all enrollment periods.

**3. FEES.**

Meter Fee: Each month during the Effective Period, LCE shall pay DM Services Provider for each LCE customer meter enrolled in CCA service as follows:

Up to 20,000 meters, the fee will be \$1.75 per meter.

From 20,001 to 80,000 meters, the fee will be \$1.50 per meter.

In excess of 80,000, the fee will be \$1.25 per meter.

#### **4. PRICING ASSUMPTIONS.**

The Fees defined in Section 3 include only the services and items expressly set forth in this Addendum. Unless otherwise agreed to by the Parties in an Addendum, the cost of any additional deliverables provided by DM Services Provider to LCE shall be passed through directly to LCE without mark-up. A labor rate of \$150.00 per hour will be utilized for labor costs unless otherwise agreed upon in writing by both parties prior to the commencement of additional work

#### **5. DEFINITIONS.**

“CCA Service” means LCE’s Community Choice Aggregation Service which permits cities, counties or a joint powers agency whose governing boards have elected to acquire their electric power needs, hereinafter referred to as Community Choice Aggregators (CCA), to provide electric services to utility end-use customers located within their service area(s) as set forth in California Public Utilities Code Section 366.2 and other Commission directives.

“CCA Service Request (“CCASR”)” means requests in a form approved by LCE’s UDC to change a CCA customer’s, utility customer’s or direct access customer’s choice of services which could include returning a CCA customer to bundled utility service or direct access service.

“UDC” means Utility Distribution Company.

“Mass Enrollment” means the automatic enrollment of customers into a CCA program where new service is being offered for the first time to a group of eligible customers.

“Meter Data Management Agent (MDMA) Services” means reading the UDC’s customers’ meters, validating the meter reads, editing the meter reads if necessary and transferring the meter reading data to a server pursuant to LCE’s UDC standards.

“Prudent Utility Practice” means any of the practices, methods, techniques and standards (including those that would be implemented and followed by a prudent operator of similar generating facilities in the United States during the relevant time period) that, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result, giving due regard to manufacturers’ warranties and recommendations, contractual obligations, any governmental requirements or guidance, including CAISO, applicable laws, the requirements of insurers, good business practices, economy, efficiency, reliability, and safety. Prudent Utility Practice shall not be limited to the optimum practice, method, technique or standard to the exclusion of all others, but rather shall be a range of possible practices, methods, techniques or standards.

“Statutory Enrollment Period” means three months prior to a Mass Enrollment, the month



in which the Mass Enrollment occurs, and two billing cycles following Mass Enrollment. The Statutory Enrollment Period takes place over a six month period.

“Default Usage” means the average monthly usage value, by rate schedule, used for estimation in the absence of actual historical usage data.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum as of the Addendum Date provided herein.

Noble Americas Energy Solutions LLC

Lancaster Choice Energy

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_