

BILLING SERVICES AGREEMENT
AES OHIO - BILL READY BILLING

This Billing Services Agreement (“Agreement”) effective as of by and between
AES Ohio (“AES Ohio” or “Company”), an Ohio
Corporation, and (“ ” or “Supplier”) , an corporation,
(individually a “Party”, collectively referred to as “Parties”).

Whereas, AES Ohio is willing to provide and Supplier is willing to receive Consolidated Bill Ready Billing for a portion of Supplier’s customers subject to the terms and conditions set forth below;

Now, therefore, the Parties hereto agree for good and adequate consideration to the terms and conditions contained herein,

1. Services Provided

- a. AES Ohio will provide Consolidated Bill Ready Billing for Supplier’s Customers’ electric generation supply necessary to meet the Customers’ electric generation usage requirements, provided the initial or subsequent electronic enrollment submitted by Supplier to the Company specifies Bill Ready Billing for such Customers of Supplier. For the purposes of this Agreement, Consolidated Bill Ready Billing means that Supplier will provide to AES Ohio the Supplier’s charges for generation and transmission service, as calculated by the Supplier, based on Supplier’s Customer usage information provided by AES Ohio to the Supplier. AES Ohio will render a consolidated bill, including both AES Ohio’s charges and Supplier’s Customer charges for generation and transmission service as calculated by the Supplier. The consolidated bill will be sent to the Customer, and, upon receipt of payments on behalf of Supplier’s Customers for Supplier’s charges, AES Ohio will remit payments to Supplier. See Section 3 of this Agreement for more detail regarding transmission of meter reading information. Supplier is responsible for receiving and resolving all end-use Customer rate disputes involving charges for services received from Supplier. This agreement does not require and AES Ohio is not committing to purchase from Supplier the receivables for Supplier’s portion of a consolidated bill.
- b. AES Ohio will maintain a Customer’s standard meter reading cycle throughout the term of this Agreement. However, AES Ohio reserves the right to modify a Customer’s standard meter reading cycle. AES Ohio will electronically submit Customer usage to the Supplier per Section 3 of this Agreement. When actual meter reads do not occur for any reason, AES Ohio will employ the same methodology to estimate Customer usage that it uses for customers taking generation services from AES Ohio.
- c. The Supplier will have three (3) Business Days (“Open Bill Window”) to calculate and send its Customer’s charges for generation and transmission service to AES Ohio. If Supplier fails to transmit valid charges to AES Ohio within the Open Bill Window, AES Ohio will render a bill containing only AES Ohio’s charges. AES Ohio will render the

consolidated bill earlier than the third day if the Supplier charges are received before the third day. Supplier charges received outside the Open Bill Window will be rejected, and the Supplier must resubmit the charges in a subsequent Open Bill Window. Bills with final supplier charges will not have subsequent Open Bill Windows. “Business Days” exclude Saturdays, Sundays, and AES Ohio holidays. AES Ohio holidays will be available on the AES Ohio Supplier website.

- d. If AES Ohio cancels usage or cancels and re-bills AES Ohio charges, AES Ohio will electronically notify the Supplier of the cancelled usage and will automatically cancel the associated supplier charges. Once AES Ohio sends electronic notification of the re-billed usage, the Supplier will have a new Open Bill Window to send its re-billed Customer charges for generation and transmission service to AES Ohio Supplier re-billed charges received outside the Open Bill Window will be rejected, and the Supplier will need to resubmit them in a subsequent Open Bill Window. AES Ohio will not display on its consolidated bill re-billed supplier charges unless they are submitted within an Open Bill Window.
- e. Supplier-initiated cancellation of Supplier charges will be accepted inside or outside an Open Bill Window and will be shown on the next consolidated bill. Associated Supplier initiated re-billings will only be accepted during an Open Bill Window.
- f. Re-billed Supplier charges will be rejected at all times unless previous Supplier charges for the same time period have been cancelled.

2. Generation and transmission Resource Mix and Environmental Disclosure

Supplier is responsible for providing to its Customers the generation and transmission resource mix and environmental characteristics disclosure information and all other requirements set forth in Ohio Administrative Code (“OAC”) Chapter 4901:1-21-09.

3. Transmitting Meter Reading Information

AES Ohio will transmit meter reading information electronically to Supplier for each of its end-use

Customer accounts, through the Electronic Data Interchange (“EDI”) standards set forth by the Public Utilities Commission of Ohio (“PUCO”). The same meter reading information will be used to bill end-use Customers for AES Ohio charges. In the event that an actual meter read does not occur for the applicable month, the transmitted information will be for estimated usage.

4. EDI Transactions

Supplier shall send its Direct Access Service Requests (“DASRs”) in batches of no more than 5,000 per day.

5. Electronic Transmission of End-use Customer Billing Data

Supplier will provide generation and transmission charge information to AES Ohio via EDI standards set forth by the PUCO.

AES Ohio is not responsible for EDI Value Added Network (VAN) translator issues that result in the delay of electronic transmission of customer data to Suppliers or from Suppliers.

6. Customer Bill Account Number

If Supplier’s Customer bill account number differs from AES Ohio’s Customer bill account number, Supplier will relay Supplier’s Customer account number and both will be displayed on the bill. However, EDI transactions must use AES Ohio’s Customer bill account number. Supplier will be notified of any changes in AES Ohio’s Customer bill account number.

7. Bill Format

Supplier charge lines are limited to twenty (20) charge lines of fifty eight (58) characters for a charge description and thirteen (13) numeric values including decimals, commas, and a negative sign (for credit when applicable) for associated charge amount. Charge line descriptions greater than fifty eight (58) characters will be truncated on the bill. Charge amounts greater than thirteen (13) numeric values will result in rejection of the electronic invoice transaction (“810”) containing all the supplier charges for the period. Each charge line must be populated with a valid SAC04 charge type code. SAC04 charge types supported by AES Ohio are available on AES Ohio’s Supplier website. SAC04 charge types not supported by AES Ohio will result in rejection of the electronic transaction (810) containing all the supplier charges for the period.

Supplier must electronically provide information necessary to comply with Ohio Administrative Code §4901:1-10-33, Consolidated Billing Requirements, or its substantial equivalent, for Supplier charges.

AES Ohio initiated bill messages will provide Supplier’s name, address, phone number, Customer’s Supplier bill account number, and past due Supplier charges.

The Supplier past due amount will be based on the charge balance in AES Ohio’s billing system.

Supplier understands and agrees that the bill format will not include any anti-competitive or disparaging messages, or Supplier marketing message including, without limitation, Supplier logos unless logos are required by the PUCO. Supplier will not send to AES Ohio for bill presentation any anti-competitive or disparaging messages, or Supplier marketing message of any type including, without limitation, Supplier logos unless logos are required by the PUCO.

8. Summary Billing

AES Ohio will not provide summary billing for consolidated billing pursuant to AES Ohio tariff PUCO No. 17 sheet G8. The Supplier has an obligation to disclose to the customer that AES Ohio cannot provide Summary Billing for consolidated billed customers.

9. Budget-Billing

AES Ohio will provide Budget Billing for AES Ohio's charges. AES Ohio's Budget-Billing is reserved for Customers who make prompt payments. To the extent Supplier wants to provide Budget-Billing for its generation and transmission charges, Supplier must include SAC04 charge type code BUD001 for Supplier's current budget charge for bill presentation. The current balance of the Supplier's charges (the true-up amount) must be provided in a bill message. See further detail on bill messages in Section 10.

10. Supplier Bill Messages

Supplier's customer bill messages are limited to include only information required to appear on consolidated bills pursuant to Ohio Administrative Code §4901:1-10-33, Consolidated Billing Requirements, or its substantial equivalent.

Supplier understands and agrees that the bill format will not include any anti-competitive or disparaging messages, or Supplier marketing message including, without limitation, Supplier logos. Supplier will not send to AES Ohio for bill presentation any anti-competitive or disparaging messages, or Supplier marketing message of any type including, without limitation, Supplier logos.

AES Ohio reserves the right to reject any bill messages that AES Ohio, in its sole discretion, deems to be anti-competitive or otherwise detrimental to AES Ohio's legitimate business interests.

Supplier is limited to three (3) lines of seventy six (76) characters each for bill messages. Lines longer than seventy six (76) characters will be truncated on the bill.

If more than one 810 is received within an Open Bill Window, only the 810 bill messages associated with the current usage 867 in the current billing window will be displayed on the bill.

11. Customer Payments

- a. Customer bills are due on the date indicated on the bill as being the last day for payment of the net amount, and the due date shall not be less than twenty (20)

calendar days after mailing the bill or fifteen (15) calendar days after mailing if the AES Ohio account has been closed and a final bill rendered.

- b. The Customer is responsible for payment in full to AES Ohio for all AES Ohio and Supplier charges; however, AES Ohio reserves the right to waive payment from the Customer when the Customer's total consolidated (AES Ohio and Supplier) account balance is less than \$1.00.
- c. Customers will continue to make payments in the same manner via mail, authorized payment locations, E-Billing/Payment and telephone. AES Ohio is not responsible for delayed payments from Customers because of a Customer's payment on an incorrect account number, payments sent to the wrong address, payments made to an unauthorized pay agent, or payments sent without a remittance stub.
- d. If Customer erroneously makes payment to Supplier, then Supplier must provide to AES Ohio notice of receipt of such payment within one (1) business day of receipt of the payment, and remit Customer's payment to AES Ohio within five (5) business days of such notice. If Supplier fails to provide payment to AES Ohio within such period, then Supplier shall pay interest on such amounts in accordance with Section 17 of this Agreement.
- e. AES Ohio may place a Customer on a deferred payment plan covering both Supplier and AES Ohio charges without further approval of the Supplier. AES Ohio will apply the same policy regarding deferred payment plans for both Supplier and AES Ohio charges. On at least a monthly basis, AES Ohio will provide notice to the Supplier that a mutual Customer entered into a payment plan. Notice will be provided electronically.
- f. AES Ohio will include Supplier charges in its collection efforts which may result in disconnection of Customer's service.

12. End of Billing Services on a Bill Account

Upon notification that a Customer is no longer served by Supplier or there is a change to dual billing, AES Ohio will issue a final bill containing Supplier charges. If it is determined that the final Supplier charges billed to the Customer are incorrect, AES Ohio will make reasonable efforts to notify the Supplier of the discrepancy. AES Ohio will send a corrected bill to the Customer unless the corrected bill due date would go beyond the end of remittance services on the bill account.

Remittance services will end with the first bill involving another CRES provider, with the first dual bill, or when the third bill cycle occurs following a Customer's return to AES Ohio's standard offer. For AES Ohio accounts that have closed, remittance services will end when Supplier charges have been removed by AES Ohio from the account. This will occur approximately ten (10) calendar days after the final bill due date and before AES Ohio's final bill reminder is rendered. After remittance services for Supplier charges ends for each bill

account, AES Ohio is not responsible for remitting payments or payment information to Supplier.

13. CRES Review Process

No more than once per year, Supplier has the right to request an audit of AES Ohio's billing process upon prior written notice to AES Ohio. All costs of such audit will be borne by Supplier. The Parties will work in good faith to define the timing, scope and length of such audit.

14. Customer Payment Processing

AES Ohio typically processes customer payments within two (2) business days of receipt at its lockbox.

AES Ohio will provide Supplier detailed Customer account information, via the EDI process, for payments received on behalf of the Supplier. The Customer(s) account information will be transferred via EDI transaction to the Supplier no later than one (1) business day from processing of receipt of payment.

AES Ohio will remit Customer payments for Supplier charges to Supplier within five (5) business days of AES Ohio's receipt of payment of such charges or within another timeframe as otherwise agreed to by the Parties. Supplier shall provide AES Ohio with its Bank Name, Checking Account Number, and Bank Routing Number for remittance of Customer payments. All partial payments received will be posted pursuant to posting priorities set forth in the stipulation and Order in Case Nos. 03-2324-EL-UNC and 03-2245-EL-UNC.

Any amount remitted by a Customer in excess of the total billed charges will be held in the Customer's account to be applied to the next bill in accordance with posting priorities set forth in the stipulation and Order in Case Nos. 03-2324-EL-UNC and 03-2245-EL-UNC.

15. Supplier Customer Late Payment Charges

AES Ohio will not calculate late payment charges for Supplier. If Supplier chooses to calculate late payment charges, the charges should be electronically sent to AES Ohio using SAC04 charge type code LPC001 (Late Payment Charge) to be included on the consolidated bill. To determine the due date of the consolidated bill, refer to the AES Ohio billing and due date schedule available on the AES Ohio Supplier website. The date AES Ohio receives and accepts the Supplier charges will be the consolidated bill date. To allow sufficient time to process and send payment information to the Supplier, typically two business days should be added to the due date shown on the schedule to ensure payments on the due date are taken into consideration

when calculating late payment charges. Supplier acknowledges and agrees that AES Ohio is not responsible for the accuracy of the late payment charges calculated by Supplier.

Supplier late payment charges submitted via 810 will be rejected on unpaid charges after Supplier's Customer changes to dual billing, switches to another CRES, returns to AES Ohio's standard offer, or the Customer closes its AES Ohio bill account.

16. Non-assumption of Risk

Supplier is ultimately responsible for the collection of its Customer's unpaid generation and transmission charges. AES Ohio will not assume any risk of non-payment of the generation and transmission portion of the bill by Supplier's Customers.

17. Billing and Payments for Billing Services

By the tenth day of each month, AES Ohio will submit an invoice to Supplier for all services rendered during the preceding billing cycle, as well as any unpaid charges from the prior month invoices for services rendered hereunder, including any late payment charges. The invoice shall be paid by Supplier to AES Ohio within twenty (20) calendar days of the date of the invoice or receipt, whichever is earlier. All payments by Supplier shall be made in immediately available funds to AES Ohio or via electronic funds transfer.

Interest on delinquent amounts due from Supplier to AES Ohio shall be an amount equal to 1½% of the unpaid balance at the due date calculated monthly.

18. Supplier Pre-PIPP and PIPP Charges

Supplier's Customers joining the Percentage of Income Payment Plan ("PIPP") will be returned to AES Ohio's standard offer in accordance with Ohio Administrative Code §4901:1-10-29 (I), or its substantial equivalent. After the last supplier charges have been billed to the Customer, AES Ohio will reimburse the Supplier for outstanding Pre-PIPP/PIPP Supplier charges. AES Ohio will seek reimbursement from the Universal Service Fund as part of its monthly reimbursement request. AES Ohio will continue to bill the Customer for said charges and all payments against said charges will be remitted to the Ohio Development Services Agency (ODSA), or its successor, as part of AES Ohio's monthly remittance reporting.

When Billing Services ends on Pre-PIPP/PIPP supplier charges, the Supplier is responsible for notifying AES Ohio of any billing discrepancies that impact the final Pre-PIPP/PIPP Supplier Customer charges. Notification will be sent via E-mail to AES Ohio at retailsupplier.information@dpinc.com. Upon such notification, AES Ohio will adjust the Customer's account balance. Supplier and AES Ohio will settle on any over- or under-reimbursement via AES Ohio's monthly invoice to Supplier. AES Ohio will settle with the ODSA through its monthly reimbursement and remittance processing. AES Ohio will not be responsible for billing inaccuracies that result from the failure of Supplier to notify AES Ohio.

Section 18 is subject to modification should aggregation of PIPP Customers occur or AES Ohio is unable to recover PIPP or Pre-PIPP charges from the Universal Service Fund.

19. Supplier Default

In the event of Supplier default by failure to comply with any of the terms of this Agreement, or Supplier's failure to deliver Supplier's Customers' electric generation supply necessary to meet the Customers' electric generation usage requirements, AES Ohio reserves all remedies available pursuant to AES Ohio tariff PUCO No. 17 sheet G8, as may be amended from time to time, and may retain any payments made to AES Ohio by Supplier's Customers to satisfy obligations of Supplier to AES Ohio under this Agreement and under the Alternative Generation Supplier Coordination Agreement entered into by the Parties dated ____.

In addition to the remedies specified above, AES Ohio also has the right to discontinue Consolidated Bill Ready Billing Services and the right to actual direct damages (excluding indirect, consequential, incidental, and punitive damages and lost profit). Events of default by Supplier shall encompass any of the following actions: (1) Supplier's failure to remit payment for twenty (20) days or more past the due date established under this Agreement; (2) early termination of this Agreement as demonstrated by notice by Supplier of Supplier's cessation of business operations for twenty (20) or more days; (3) failure to comply with any of the terms of this Agreement; or (4) Supplier's failure to deliver Supplier's Customers' electric generation supply necessary to meet the Customers' electric generation usage requirements. Upon an event of default by Supplier, AES Ohio must provide Supplier written notice of default. In events of default, AES Ohio is immediately entitled to pursue any and all remedies set forth herein.

20. AES Ohio Default

In the event of AES Ohio default, Supplier has the right to withhold payment for Consolidated Bill Ready Billing Services due under the Agreement and actual direct damages (excluding indirect, consequential, incidental, and punitive damages and lost profit) in addition to all other remedies set forth in this Agreement. AES Ohio default shall consist of any of the following actions:

(1) material failure to bill Supplier's Customers in accordance with this Agreement; (2) failure to remit to Supplier Customer payments received by AES Ohio for Supplier charges; (3) failure to timely remedy billing errors in accordance with this Agreement after receipt of notice of such errors; or (4) failure to meet timing requirements of this Agreement. Upon an event of AES Ohio default, Supplier must provide AES Ohio written notice of default. AES Ohio shall have five (5) business days after receipt of notice to cure such default before Supplier is entitled to pursue remedies set forth herein.

21. Bank Information

All payments to AES Ohio must be made via automated clearinghouse (ACH). AES Ohio will provide its Bank Name, Checking Account Number, and Bank Routing Number to Supplier for such ACH transactions.

AES Ohio reserves the right to change payment transmittal information with written notification to Supplier at least thirty (30) days prior to said change.

22. Fees and Charges

- a. Reports - \$120 per hour or partial hour to define, develop, program, and otherwise create a requested report. In addition, Supplier shall pay AES Ohio a one-time fee of \$1,000 for distribution of such report.

23. Term and Termination

- a. This Agreement shall be effective for an initial Term of twelve (12) months. This agreement will automatically renew for additional periods of three (3) months unless terminated by either party upon thirty (30) days written notice of termination to the other party, or upon mutual agreement by the Parties.
- b. The assessment of late payment charges on unpaid balances and charges of either Party shall survive termination of this Agreement and continue to accrue.
- c. AES Ohio may immediately terminate this Agreement if Supplier ceases to be a PUCO certified CRES provider.

24. Notices

- a. To receive any and all notices required under this Agreement to be furnished to either Party, the following addresses shall be used:

For SUPPLIER:

For AES Ohio:

AES Ohio
Attn: Control Area Services
1900 Dryden Road
Dayton, Ohio 45439
FAX: (937) 331-4216

- b. Notices shall be in writing and shall be given to the representative authorized to receive the same, either by personal delivery or by the U.S. mail, overnight mail, email,

telecopy, or any similar means, properly addressed to such representative. All notices shall be effective upon receipt, or upon such later date following receipt as is set forth in the notice. Any Party may, by written notice to the others, change the representative or the address to which such notices are to be sent.

25. Non-disclosure

Except as required by law, rule or judicial or administrative order, there shall be no disclosure of the terms of this Agreement without the written consent of the Parties.

26. Applicable Laws and Jurisdiction

- a. This Agreement is subject to the rules or Orders of the PUCO as such may be applicable at any point in time.
- b. The rights and obligations of the Parties arising out of this Agreement shall be governed in all respects by the laws of the State of Ohio.
- c. Disagreements and disputes arising under this Agreement will be mediated before a neutral party. The Parties will evenly split the cost of the mediator. Upon the completion of mediation, the Parties agree that all actions and proceedings to the extent litigation is pursued shall be litigated in Montgomery County, Ohio.

27. Severability

Whenever possible, each provision of this Agreement must be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

28. Force Majeure

If a Party to this Agreement is rendered unable by a Force Majeure to carry out, in whole or part, its obligations under this Agreement and such Party gives oral notice and full details of the event to the other Party as soon as reasonably practicable after the occurrence of the event (such notice to be confirmed in writing within three days of the oral notice), then during the pendency of such Force Majeure but for no longer period, the obligations of the Party affected by the event (other than obligations to make payments then due or accrued) shall be suspended, but only to the extent required by the event. "Force Majeure" means any cause(s) not reasonably within the control, and without the fault or negligence of the Party affected thereby, which wholly or partly prevents the performance by that Party of its obligation hereunder (except the payment of

money), but only if such Party is unable in good faith to obtain a substitute therefore; provided, however, in no event shall a Force Majeure be construed to relieve a Party of any obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred by such Party through performance of such obligations. The Party affected by the Force Majeure shall remedy the Force Majeure with all reasonable dispatch. If there is an event of complete Force Majeure or an event of partial Force Majeure that materially effects performance and such event persists for a continuous period of sixty (60) days, then the Party not claiming Force Majeure shall have the option, upon three days' prior written notice, to terminate the Agreement and the obligations of the Parties (other than payment obligations for prior performance). When the Force Majeure condition has terminated, the party claiming the Force Majeure shall notify the other party in writing as soon as practicable, but not to exceed five (5) business days after the Force Majeure condition has terminated, stating the duration of the Force Majeure event in calendar days.

29. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by a Party to a non-affiliated person or entity without the prior express written consent of the other Party, which consent will not be unreasonably withheld.

30. Limitation of Remedies, Liability and Damages

Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. The obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

31. Government Action

Should AES Ohio be required to change its price per bill as a result of the actions of a court of law or regulatory body, AES Ohio will provide notice to Supplier of such change within five (5) business days and the Parties will negotiate in good faith to amend this agreement within thirty (30) calendar days of such notice to accommodate such changes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WITNESSES:

AES Ohio

By: _____

Brandi Davis-Handy
Chief Customer Officer

As to AES Ohio

By: _____

As to SUPPLIER

BSA Form 02-24-21