

EC Infosystems Inc. Service Center
Agreement and EC Infosystems
Billing System Agreement with
Verde Energy Savings, Inc.
(including Verde Energy Savings, Inc.
Certificate of Amendment -to- Verde
Energy USA, Inc.)

REDACTED

Attachment 11 to
ARES Application

Exhibit 1.8

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INC

200 Garden City Plaza, Suite 210 Garden City NY 11530 Tel: (516) 739-1001

EDI Service Center Agreement

This Contract for Services ("Agreement") is entered into and effective as of **June 2, 2009**, by and between **EC Infosystems Inc.**, a New York corporation with offices located at 200 Garden City Plaza, Suite 210, Garden City, NY 11530 ("EC Infosystems" or "Company") and **Verde Energy Savings, Inc.** a Delaware corporation, with offices located at 101 Merritt Seven Corporate Park, Norwalk, CT 06851 "Verde Energy Savings" or "Client"), collectively referred to as "the parties."

Client desires to engage EC Infosystems to perform services specified in this Agreement. In consideration of the promises and mutual agreements in this Agreement, and for other good and valuable consideration, Client and EC Infosystems hereby agree as follows:

1. Services

- 1.1 EC Infosystems is an electronic data interchange service center that enables clients to exchange business documents with their trading partners. These terms cover all service center services provided to Client by EC Infosystems.
- 1.2 EC Infosystems shall provide to Client utility EDI processing and other Service Center Services (the "Services") as more fully described in the Proposal for Utility EDI Outsourcing ("Proposal") which are attached hereto and incorporated by reference herein as Schedule "A".
- 1.3 The terms and conditions herein and in the Proposal cover all Service Center Services provided to Client by EC Infosystems. However, in the event of any conflict, the terms and conditions of this Agreement shall govern and control over the Schedule.
- 1.4 If Client wishes to receive documents by FAX from EC Infosystems, Client is responsible for having and supporting a FAX machine that is operational all 24 hours a day. If Client wishes to receive documents by email or FTP from EC Infosystems, Client is responsible for having and supporting email or FTP service at Client's end.

2. Term

- 2.1 This Agreement is effective on the date it is executed and shall be for an initial

- 2.2 It is understood and agreed by the parties that in the event that the Client should at any time during the term of this Agreement, merge with any other entity, create a third party entity (i.e doing business as) or in any way transfer any and all of the corporate assets, contracts, etc. this contract shall remain in full force and effect. Client further agrees that it shall notify Company of any changes in the structure of client at least sixty (60) days prior to such change.

3. Liquidated Damages

- 3.1 Client may voluntarily choose to terminate this Agreement at any time by providing EC Infosystems with at _____ provided however, that:

3.1.3 Liquidated Damages fee will not apply if Client ceases to exist as an energy marketer

3.2 Upon termination by the Client, all unpaid charges incurred by the Client will immediately become due and payable.

4. Changes

EC Infosystems may change its Operational Procedures, Delivery Procedures, and Standards for Client Equipment and may change or withdraw any particular service during the course of this agreement in accordance with industry standards and governmental regulations. If changes occur as a result of industry standards or governmental regulations EC Infosystems shall give written notice to Client.

5. Force Majeure

5.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

5.2 **Force Majeure Event.** For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and

other natural catastrophes; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by EC Infosystems; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability.

- 5.3 Notification.** If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible,

The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6. Limitation of Liability; Indemnity.

- 6.1 Indemnification.** Each of EC Infosystems and Client shall indemnify, defend, and hold harmless the other from and against any losses, costs, damages, claims, liabilities, and expenses (including, without limitation, attorney's fees) incurred by the indemnified party to the extent arising out of or caused by, (i) the violation or nonperformance of the obligations of the indemnifying party under this Agreement, or (ii) the negligent acts or omissions of the indemnifying party.

- 6.2 Liability.** Except as otherwise specifically provided herein, in no event will either Party be liable under this agreement to the other, or to a third party for incidental, indirect, special or consequential damages connected with or resulting from performance or non-performance of this agreement, irrespective of whether such claims are based upon breach of warranty, tort (including but not limited to negligence of any degree), strict liability, contract, operation of law or otherwise.

- 6.3 DISCLAIMER.** EC INFOSYSTEMS DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OR RECEIPT OF MESSAGES TO CLIENT DURING FORCE MAJEURE EVENTS. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT WITH NO IMPLIED WARRANTIES OF ANY KIND. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT BE APPLICABLE TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED BY EC INFOSYSTEMS HEREUNDER.

7. Customized Software

8. Confidential Information

- 8.1 Confidential Information.** Any Confidential Information, as defined in Section 8.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The

Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein. The Parties acknowledge and agree that the prior discussions and correspondence of the Parties concerning the terms of this Agreement are expressly deemed to be Confidential Information.

8.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, and/or the business of its affiliates. Confidential Information does not include information that: (a) is or becomes generally known to, or ascertainable by, the public, except by a wrongful act of the Recipient; (b) is disclosed to the Recipient by another not under an obligation of confidentiality; or (c) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

8.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure.

8.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

9. General

Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations, undertakings, understandings, or agreements (whether written or oral).

Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Client.

Severability; Judicial Modification. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

Assignability. This Agreement may be assigned by either party to a successor in interest by merger, operation of law, consolidation, or sale of a controlling interest of the capital stock of the party or sale of all or substantially all of the assets of the party.

Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that exclusive jurisdiction over this Agreement shall be in the State of New York. The parties agree that the proper venue for any cause relating to this Agreement shall be New York County, New York.

Authority. Each party hereto acknowledges and agrees that they have had the opportunity to consult with their own legal counsel in connection with the negotiation of this Agreement.

Notices. All notices from one party to the other shall be deemed to have been duly delivered when hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, as follows:

<p><u>If to Client:</u> Thomas FitzGerald CEO Verde Energy Savings, Inc. 101 Merritt Seven Corporate Park Norwalk, CT 06851</p>	<p><u>If to EC Infosystems:</u> Attn: Mohan Wanchoo President EC Infosystems Inc. 200 Garden City Plaza, Suite 210 Garden City, NY 11530</p>
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above

Verde Energy Savings, Inc.

EC Infosystems, Inc.

Signature: 

Signature: 

Name: Thomas FitzGerald

Name: Mohan Wanchoo

Title: CEO

Title: President

Date: June 2, 2009

Date: 06/02/2009

Schedule A

Proposal
for
Energy EDI Outsourcing

By

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INC

May 19, 2009

Verde Energy Savings, Inc.

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Executive Summary

EC Infosystems is a Billing & EDI Professional Services Company located in Garden City, New York. EC Infosystems was started by ex-Sterling Software employees. Today EC Infosystems is a vibrant EDI & Billing software company having over 300 customers across the United States, Canada, Mexico and Europe in the Outsourcing Division, Professional Services Division and Consulting Division combined.

EC Infosystems is one the largest EDI vendor Deregulated Energy marketplace. EC Infosystems offers outsourced EDI transaction management services through EC-Central (online portal for Transaction Entry), TrueTrack (Free Tracking Portal) and Utiliport (Advanced online portal for transaction tracking and management). EC Infosystems is a member of FREDI and is actively involved with a number of BPU/PUCs around the country.

EC Infosystems also offers Utilibill (Billing/CIS) systems and has partnered up with several leading Billing/CIS solutions providers for the deregulated energy vertical for an integrated best-of-breed solution that is proven, safe, reliable, secure and scalable.

EC Infosystems Transaction Response Monitoring & Tracking system: Verde Energy Savings will have the ability to track and monitor transactions. They will also have the option of sorting for transactions by Transaction Type, Date, Sent/Received and many other search criteria.

Verde Energy Savings will have the option of having their personnel at EC Infosystems offices to ensure a smooth and transparent transition of EDI systems.

Summary Pricing: Based on the information provided EC Infosystems estimates the following charges will be incurred by Verde Energy Savings:

Setup Fees:

One time Setup Fee: approx:

Monthly Payments: approx:

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Introduction

Verde Energy Savings is required to send and receive EDI documents to and from Power & Gas Utilities (TDSPs/TDUs/LDCs/EDCs/Utilities) who wish to utilize EDI as the method of exchanging energy usage and billing data with Energy Service Companies (REPs). Verde Energy Savings wishes to outsource the Power Utility EDI processing. In order to accomplish this objective Verde Energy Savings is looking to utilize the services of a GISB/NAESB compliant EDI Service Center.

EC Infosystems Overview

EC Infosystems is an EDI/EC Professional Services Firm that offers a full range of services to its customers in the field of Electronic Commerce. We cater to both the needs of companies that are in an EDI Startup Mode as well as organizations, which have well established EDI Operations. Some of the services we provide are:

- EDI Cost/Benefit Analysis
- Logistical Planning
- Interfacing with VANs
- Translation Software Implementation
- Mapping
- Interface Programming
- EDI Education & Training
- Post Implementation Operational Support
- GISB/NAESB compliant EC Infosystems EDI Service Center
- FTP/HTTP/HTTPS compliant

EC Infosystems EDI Service Center

EC Infosystems EDI Service Center provides the following services to its valued customers.

- Internet Forms
- EDI to Flat File Translation
- EDI Standards Translation
- Manual Data Entry

EDI Support

Whichever service is chosen by the customer, they receive the following support.

1. Technical Liaison with customer's suppliers and buyers.
2. Feedback to customer's suppliers and buyers regarding accuracy and integrity of EDI data received.
3. Troubleshooting of all incoming and outgoing EDI transmissions to ensure their successful completion.

EC Infosystems Services to REPs

Customer Enrollments, Changes, Drops & Reinstatements

Utilities now require that Energy Service Companies (REPs) send an EDI 814 Document to the utility whenever an REP enrolls an end customer. The EDI 814 Document is exchanged between the Utility and the REP for purposes such as enrolling a customer (i.e. Enrollment Request), updating a significant customer event (i.e. Change Request/Notification), or disconnecting a customer (i.e. Drop Request). When the number of customers is large EC Infosystems offers a facility whereby REPs can send us the Connect / Disconnect information in their own Application Format or our 814 Flat File Format. We process the info contained in that file and send it via EDI 814 documents to the Utility.

Meter Usage & Historical Data

Utilities now transfer meter usage data using the EDI 867 Document. We process the EDI 867 information and can send it to the REP in a flat file or data base file. This file can then be imported into the REP's internal applications.

Customer Billing

Customer Billing can be accomplished in two different ways. In the Dual Billing method utilities bill the customer only for their Transportation & Delivery portion and expect the REP to bill the customer for its Service portion of the bill. In the Consolidated Billing method (Utility Bill Ready - UBR and Utility Rate Ready - URR), utilities bill the customer for their Transportation & Delivery portion as well as the REP's Service portion of the bill. EC Infosystems provides EDI services in all these scenarios.

Dual Billing

In the Dual Billing method, EC Infosystems processes EDI 867 transactions from the utility, and sends them to the REP where it can be imported into the REP's Billing System. Bills can then be generated and mailed to their customers. The REP also has the option of using the EC Infosystems Billing System 'UtiliBill' and send bills to their customers. However the UtiliBill system is outside the scope of this proposal and is offered as a separate service.

Consolidated Billing, Utility Bill Ready – UBR In the Consolidated Utility Bill Ready – UBR method, the utility sends an EDI 867 Meter Reading document containing the customer's meter usage information to the REP. The REP is required to calculate their charges for their customer and send it to EC Infosystems in a Flat File. EC Infosystems processes this Flat File and sends the REP's charges in an EDI 810 Billing Transaction to the Utility. The Utility then includes this amount in their consolidated bill and mails the paper bill to the customer. Upon receiving payment from the customer the Utility deposits the REP's portion in the REP's bank account and sends an EDI 820 Remittance Advice transaction to EC Infosystems. We process the 820 information and send it to the REP in a Flat File.

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Account Assignment

The EDI 248 Account Assignment Transaction is sent by the Utility to notify the REP that the responsibility for collecting or applying an account receivable/credit has been reassigned to the REP. EC Infosystems processes the EDI 248 information and sends it to the REP in a flat file.

Payment Advisement

The EDI 568 Payment Advisement Transaction is sent by the Utility to communicate customer payment information to the REP when a customer receives a Utility Rate Ready consolidated bill and the payment processing method is Purchase Receivables with Recourse. EC Infosystems processes the EDI 568 information and sends it to the REP in a flat file.

Customer Billing for Texas

In the Consolidated Billing method, TDSPs send their Transportation & Delivery charges to the CR. The CR calculates their commodity charges and sends a consolidated single bill to the customer. Upon receiving payment from the customer the CR sends an EDI 820 Remittance Advice to the TDSP. This EDI transaction contains details of amounts deposited by the CR into the TDSP's bank account on a daily basis.

EC Infosystems processes EDI 810 transactions from the TDSP and send this information to CR in a format that is compatible with CR's Billing System. The CR can then feed this file into its Billing System, calculate its bill for commodity charges, generate bills and mail to its customers. EC Infosystems processes EDI 820 transactions from the CR to the TDSP.

Transaction Response Monitoring & Tracking

EC Infosystems monitors all transactions flowing through its system. We take automatic remedial action if the Utility does not respond with EDI 997 Functional Acknowledgements within the specified time limit of 1 day. Additionally we follow up with the Utility if they do not send us Enrollment Responses etc. within the specified time limit of 2 days.

EC Infosystems Transaction Tracking System

REPs can track their transactions for both Inbound and Outbound processing. They can sort these transactions by:

1. Transaction type
2. Sender
3. Receiver
4. View certain key elements within transactions such as ESI ID number and tracking number.

EC Infosystems Customer Activity Tracking Portal (UtiliPort)

EC Infosystems monitors all transactions flowing through its system and presents customer activity information in an easy to track Web Portal. An REP/REP can monitor events that need immediate attention or can track a customer's enrollment process in great detail. It can also take remedial action in the event that a customer enrollment or switch does not complete successfully.

Texas:

Retail Electric Providers (REPs) can now monitor all transactions flowing through EC Infosystems' system and see customer activity information in an easy to track Web Portal. A REP can monitor events that need immediate attention or can track a customer's enrollment process in great detail. The REP can also take remedial action in the event that a customer enrollment or switch does not complete successfully. Utiliport also validates the actual consumption contained in the 867s. REPs also have an option to have the 824 generated automatically.

REP's are provided with three types of information: Action Items, Exception Reports and Standard Reports. For each type of information there are several other variations depending on what reports the REP wants to see.

Scope of Proposal

Daily Operations

EC Infosystems shall pick up & send EDI documents from Utilities in Connecticut, New York and any other states in the following schedule:

Inbound Processing Times

Inbound Times – Weekdays

Inbound Times - Saturday

Outbound Processing Times

Weekday Outbound Processing Schedule

Saturday Outbound Processing Schedule

Error Handling

EC Infosystems shall appoint a **single point of contact** for technical issues related to Verde Energy Savings. EC Infosystems will correct any technical translation errors and resend the documents to the Utility. Verde Energy Savings shall identify data content errors and make appropriate corrections.

Recovery

EC Infosystems shall have data recovery procedures in place in the event of unexpected situations that require transactions to be recreated or resubmitted for any reason. EC Infosystems shall have the capability to recreate a file and retransmit a file.

Assumptions

This proposal is based on the following assumptions:

1. EC Infosystems will require _____ from the time of acceptance by client to start providing all services in this proposal.
2. EC Infosystems ensures that documents will be processed in the prescribed timeframe. However if there are problems outside EC Infosystems's control, there will be some delays in sending documents to Verde Energy Savings. EC Infosystems will make a sincere effort to avoid these situations.
3. Client will use EC Infosystems services

Schedules and payments

One Time Utility Setup, Testing & Certification

Note: Fees for additional Test Flights required by ERCOT/PSC/PUC or by individual TDSPs for newer EDI Standards are not included in this price and shall be quoted upon review of the new test flight requirements.

Monthly Mailbox Fee

Monthly Processing Charges per Meter

- 1 – 5000 Meters
 - 5001 – 10000 Meters
 - 10001 – 15000 Meters
 - 15001 – 25000 Meters
 - 25001 – 50000 Meters
 - 50001 – 75000 Meters
 - 75001 – 100000 Meters
 - 100001 – 150000 Meters
 - 150001 – 250000 Meters
 - 250001 – 500000 Meters
- 997 Functional Acknowledgments

Technical Support (Dedicated Level 1 & 2)

- 2 hours Response
- 1 hour Response
- 15 minutes Response

EC Infosystems TrueTrack Transaction Tracking System
EC Infosystems EC-Central online portal

Optional:

One time set up fee for Utiliport online customer tracking system:

Monthly Processing Charges

- 1 – 25000 Meters
- 25001 – 50000 Meters

Note:

1. Setup Fee for Receiving and Sending Data in REP's Flat File or Database or Accounting System Format shall be quoted after review. Programming Tasks are billed
2. Professional Services are billed
3. In states which mandate the use of a VAN to send and receive EDI transactions there will be an additional processing per transaction to cover for additional VAN Charges.
4. For large IDR Meters Reading Transmissions Client shall be charged :
5. For large IDR Meters Reading Transmissions Client
6. Pricing information :

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Billing

Verde Energy Savings shall be billed monthly for the total number of transactions processed. Payment terms shall be

Backup & Recovery

All transactions processed by EC Infosystems are backed up on a daily basis. Backed up data is stored offsite for safekeeping

Customer Service

Technical Support will be provided Monday through Friday from 7.00AM to 7.00PM EST. Verde Energy Savings will be assigned a dedicated Level 1 and Level 2 Technical Support person.

General

- 1) EC Infosystems takes pride in the rigorous and detail oriented certification plan that it has for REPs entering a Utility territory. EC Infosystems appoints a two-member team to coordinate and perform the testing with REP. This team consists of a Testing Coordinator and a technical hands-on Tester.

- 2) EC Infosystems has been in the deregulated Energy markets for several years serving both Utilities and REPs.

- 3) All services performed by EC Infosystems will be performed in our NY offices. EC Infosystems also encourages and gives Verde Energy Savings the option of having their personnel work onsite at EC Infosystems facilities to make the transition more transparent.

- 4) All employees of EC Infosystems go through a rigorous screening process that includes but not limited to background checks and reference checks. All EC Infosystems employees are authorized to work in the US.

- 5) EC Infosystems is viewed as an extension of our clients' network. EC Infosystems has taken proactive steps in the areas of Infrastructure, Networking, Data Security, Management tools and operating environment considered in line with industry best practices.

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- 6) We have 2 levels of storage. The first is onsite for immediate data access. The second is offsite for 7 years for archival purposes.
 - a. Our data is backed up in these stages.
 - i. All data is backed up after each process, at the end of day, at the end of week and at the end of month. This data can be viewed through our online portal. This data is onsite for a period of 2 years for immediate access.
 - ii. The monthly backups are stored offsite for 7 years for archival purposes.
 - b. We have a fail over environment that takes over in 3 hours in case the primary production environment fails.
 - c. Our Network environment consists of several servers and workstations. The servers consist of a File Server, Many EDI Translation Production Servers, EDI Translation Backup Server, GISB Production Server, GISB Backup Server and Billing Server. All servers have dedicated high-speed connection and have a 24 x 7 availability based on dedicated UPS.
- 7) Our clients have dedicated Level 1 and Level 2 Help Desk personnel assigned to them. EC Infosystems prides itself in it's high level of customer service in which we have a NO HOLD PERIOD environment. Our customer contacts someone specifically assigned to them. In most cases issues are solved on the 1st call itself by Level 1 or Level 2 personnel. In case the problem is not resolved immediately it is escalated to Level 3.
- 8) EC Infosystems runs a 24 x 7 operation. However server upgrades or maintenance items are scheduled on a weekend or holidays. In such an event we provide a two-week notice to our customers.
- 9) EC Infosystems provides it's clients with 2 web access tools. The first is EC-Central © online portal for our customers to send and receive EDI transactions and information. The second is Utiliport © Customer Tracking System, an online CRM system for our clients to track their customer transactions and manage day-to-day operations.
- 10) Several factors affect our pricing structure. Primary factors are number of meters processed, types of meters processed, number of Trading Partners, modules chosen by client, integration costs, custom programming and timeframe mandated by client.
- 11) EC Infosystems expects Verde Energy Savings to assign a Project Manager who will act as the primary contact between EC Infosystems and Verde Energy Savings. The Project Manager's responsibilities will include managing access to users and IT department during all phases of this project, maintaining regular communication with the EC Infosystems project manager during all phases of the project, ensuring quick response to any queries (technical or functional) raised by the development team and coordinating the acceptance phase.

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- 12) We have several contacts at the EC Infosystems has ERCOT and PUCT regulatory changes. Similarly EC Infosystems has engaged other contacts in other states,
- 13) EC Infosystems maintains a 24 x 7 production environment with 99.99% uptime. To maintain such a high degree of uptime we have automated systems and personnel that constantly monitor servers.

up servers in We will bring up our back the interim.

- 14) The following key personnel will be involved for Verde Energy Savings EDI Transaction Management Services:
- a. Ananda Goswami -
Sr. Account Manager
 - b. Barbara Goubeaud
Sr. Market Testing Coordinator
 - c. John Capusan
Level 1 Tech Support
 - d. Paul Kowalinski
Level 2 Tech Support
 - e. Mike Esernio
Level 2 Tech Support
 - f. Nirav Shah
Level 3 Tech Support

- 15) EC Infosystems's EDI solution has been developed in-house and is built to support several million transactions. Since we do not use any 3rd party software provider we do not have any limits on scalability. Our software is also designed to support the ports and terminals industry that unlike the Deregulated Energy industry has a very large transaction volume.

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Data

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Customer List

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Our Trading Partners

EC Infosystems works with a large number of Trading Partners in multiple industry segments. We have a major presence in the Deregulated Utility Industry where we work with a large number of Utilities in over 18 of the deregulated states. We also work with various Trading Partners in the Retail, Pulp & Paper, Manufacturing industries.

Following is a partial list of our TPs:

Utilities/TDSPs We Work With

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3. Liquidated Damages

3.1 Client may voluntarily choose to terminate this Agreement at any time by providing EC Infosystems ; provided however, that:

3.1.1

3.2 Upon termination by the Client, all unpaid charges incurred by the Client will immediately become due and payable.

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EC Infosystems may change its Operational Procedures, Delivery Procedures, and Standards for Client Equipment and may change or withdraw any particular service during the course of this agreement in accordance with industry standards and governmental regulations. If changes occur as a result of industry standards or governmental regulations EC Infosystems shall give written notice to Client.

5. Force Majeure

5.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

5.2 Force Majeure Event. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by EC Infosystems; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability.

5.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6. Limitation of Liability; Indemnity.

6.1 Indemnification. Each of EC Infosystems and Client shall indemnify, defend, and hold harmless the other from and against any losses, costs, damages, claims, liabilities, and expenses (including, without limitation, attorney's fees) incurred by the indemnified party to the extent arising out of or caused by, (i) the violation or nonperformance of the obligations of the indemnifying party under this Agreement, or (ii) the negligent acts or omissions of the indemnifying party.

6.2 Liability. Except as otherwise specifically provided herein, in no event will either Party be liable under this agreement to the other, or to a third party for incidental, indirect, special or consequential damages connected with or resulting from performance or non-performance of this agreement, irrespective of whether such claims are based upon breach of warranty, tort (including but not limited to negligence of any degree), strict liability, contract, operation of law or otherwise.

6.3 DISCLAIMER. EC INFOSYSTEMS DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OR RECEIPT OF MESSAGES TO CLIENT DURING FORCE MAJEURE EVENTS. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT WITH NO IMPLIED WARRANTIES OF ANY KIND. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT BE APPLICABLE TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED BY EC INFOSYSTEMS HEREUNDER.

7. Customized Software

All specifications, documentation and programs developed or used by EC Infosystems, other than those provided by Client, in connection with this Agreement are and shall remain the sole property of EC Infosystems

8. Confidential Information

- 8.1 Confidential Information.** Any Confidential Information, as defined in Section 8.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein. The Parties acknowledge and agree that the prior discussions and correspondence of the Parties concerning the terms of this Agreement are expressly deemed to be Confidential Information.
- 8.2 Confidential Information Defined.** "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, and/or the business of its affiliates. Confidential Information does not include information that: (a) is or becomes generally known to, or ascertainable by, the public, except by a wrongful act of the Recipient; (b) is disclosed to the Recipient by another not under an obligation of confidentiality; or (c) is already in the Recipient's possession prior to disclosure by the Disclosing Party.
- 8.3 Obligation of Confidentiality.** Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.
- 8.4 Proprietary Rights.** Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

9. General

Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations, undertakings, understandings, or agreements (whether written or oral).

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Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Client.

Severability; Judicial Modification. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

Assignability. This Agreement may be assigned by either party to a successor in interest by merger, operation of law, consolidation, or sale of a controlling interest of the capital stock of the party or sale of all or substantially all of the assets of the party.

Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that exclusive jurisdiction over this Agreement shall be in the State of New York. The parties agree that the proper venue for any cause relating to this Agreement shall be New York County, New York.

Authority. Each party hereto acknowledges and agrees that they have had the opportunity to consult with their own legal counsel in connection with the negotiation of this Agreement.

Notices. All notices from one party to the other shall be deemed to have been duly delivered when hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, as follows:

<u>If to Client:</u>	<u>If to EC Infosystems:</u> Attn: Mohan Wanchoo President EC Infosystems Inc. 200 Garden City Plaza, Suite 210 Garden City, NY 11530
-----------------------------	---

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above

Client _____

EC Infosystems, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Mohan Wanchoo

Title: _____

Title: President

Date: _____

Date: _____

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INC

200 Garden City Plaza, Suite 210 Garden City NY 11530 Tel: (516) 739-1001

EC Infosystems Billing System Agreement

This Contract for Services ("Agreement") is entered into and effective as of **June 2, 2009**, by and between **EC Infosystems Inc.**, a New York corporation with offices located at 200 Garden City Plaza, Suite 210, Garden City, NY 11530 ("EC Infosystems" or "Company") and **Verde Energy Savings, Inc.** a Delaware corporation, with offices located at 101 Merritt Seven Corporate Park, Norwalk, CT 06851 ("Verde Energy Savings" or "Client"), collectively referred to as "the parties."

Client desires to engage EC Infosystems to perform services specified in this Agreement. In consideration of the promises and mutual agreements in this Agreement, and for other good and valuable consideration, Client and EC Infosystems hereby agree as follows:

1. Services

- 1.1 EC Infosystems Billing System (UtiliBill) enables Clients to bill their end customers and perform other related billing functions. These terms cover all UtiliBill services provided to Client by EC Infosystems on an outsourced basis via the Internet.
- 1.2 EC Infosystems shall provide to Client, Billing Services (the "Services") as more fully described in the Proposal for Utility Billing ("Proposal") which are attached hereto and incorporated by reference herein as Schedule "A".
- 1.3 The terms and conditions herein and in the Proposal cover all Billing Services provided to Client by EC Infosystems. However, in the event of any conflict, the terms and conditions of this Agreement shall govern and control over the Schedule.
- 1.4 Client is responsible for having and supporting access to the Internet via a static IP Address.

2. Term

- 2.1 This Agreement is effective on the date it is executed and shall be for an initial

2.2 It is understood and agreed by the parties that in the event that the Client should at any time during the term of this Agreement, merge with any other entity, create a third party entity (i.e doing business as) or in any way transfer any and all of the corporate assets, contracts, etc. this contract shall remain in full force and effect. Client further agrees that it shall notify Company of any changes in the structure of client at least sixty (60) days prior to such change.

3. Liquidated Damages

- 3.1 Client may voluntarily choose to terminate this Agreement at any time by providing EC Infosystems with provided however, that:
 - 3.1.1

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3.1.3 Liquidated Damages fee will not apply if Client ceases to exist as an energy marketer

3.2 Upon termination by the Client, all unpaid charges incurred by the Client will immediately become due and payable.

4. Changes

EC Infosystems may change its Operational Procedures, Delivery Procedures, and Standards for Client Equipment and may change or withdraw any particular service during the course of this agreement in accordance with industry standards and governmental regulations. If changes occur as a result of industry standards or governmental regulations EC Infosystems shall give written notice to Client.

5. Force Majeure

5.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

5.2 **Force Majeure Event.** For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; acts of the public enemies, epidemics, riots, civil

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disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by EC Infosystems; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability.

- 5.3 Notification.** If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, _____

The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6. Limitation of Liability; Indemnity.

- 6.1 Indemnification.** Each of EC Infosystems and Client shall indemnify, defend, and hold harmless the other from and against any losses, costs, damages, claims, liabilities, and expenses (including, without limitation, attorney's fees) incurred by the indemnified party to the extent arising out of or caused by, (i) the violation or nonperformance of the obligations of the indemnifying party under this Agreement, or (ii) the negligent acts or omissions of the indemnifying party.
- 6.2 Liability.** Except as otherwise specifically provided herein, in no event will either Party be liable under this agreement to the other, or to a third party for incidental, indirect, special or consequential damages connected with or resulting from performance or non-performance of this agreement, irrespective of whether such claims are based upon breach of warranty, tort (including but not limited to negligence of any degree), strict liability, contract, operation of law or otherwise.
- 6.3 DISCLAIMER. EC INFOSYSTEMS DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OR RECEIPT OF MESSAGES TO CLIENT DURING FORCE MAJEURE EVENTS. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT WITH NO IMPLIED WARRANTIES OF ANY KIND. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT BE APPLICABLE TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED BY EC INFOSYSTEMS HEREUNDER.**

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may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein. The Parties acknowledge and agree that the prior discussions and correspondence of the Parties concerning the terms of this Agreement are expressly deemed to be Confidential Information.

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8.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

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Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Client.

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Severability; Judicial Modification. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

Assignability. This Agreement may be assigned by either party to a successor in interest by merger, operation of law, consolidation, or sale of a controlling interest of the capital stock of the party or sale of all or substantially all of the assets of the party.

Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that exclusive jurisdiction over this Agreement shall be in the State of New York. The parties agree that the proper venue for any cause relating to this Agreement shall be New York County, New York.

Authority. Each party hereto acknowledges and agrees that they have had the opportunity to consult with their own legal counsel in connection with the negotiation of this Agreement.

Notices. All notices from one party to the other shall be deemed to have been duly delivered when hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, as follows:

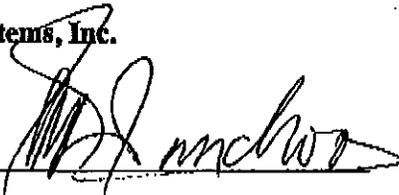
<p><u>If to Client:</u> Thomas FitzGerald CEO Verde Energy Savings, Inc. 101 Merritt Seven Corporate Park Norwalk, CT 06851</p>	<p><u>If to EC Infosystems:</u> Attn: Mohan Wanchoo President EC Infosystems Inc. 200 Garden City Plaza, Suite 210 Garden City, NY 11530</p>
---	--

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above

Verde Energy Savings, Inc.

EC Infosystems, Inc.

Signature: 

Signature: 

Name: Thomas FitzGerald

Name: Mohan Wanchoo

Title: CEO

Title: President

Date: June 2, 2009

Date: 06/02/2009

Schedule A

Proposal
for
Utility Billing

By

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INC

Verde Energy Savings, Inc.
May 19, 2009

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Introduction

Verde Energy Savings is required to bill their customers for consumption charges. Verde Energy Savings is looking to utilize the services of a Billing System as an Outsourced-billing model.

EC Infosystems Overview

EC Infosystems is a Professional Services Firm that offers a full range of services to its customers in the Deregulated Energy Market. We cater to both the needs of companies that are in a Startup Mode as well as organizations that have well-established Operations. Some of the services we provide are:

- Cost/Benefit Analysis
- Logistical Planning
- Interfacing with TPs
- Software Implementation
- Interface Programming
- Education & Training
- Post Implementation Operational Support
- EC Infosystems Billing Center

EC Infosystems Utilibill Services to ESCOs

EC Infosystems offers a state of the art Billing System for the Energy Industry. This system is available on a per transaction basis in an ASP outsourcing model. Some of the functions supported by this system are Customer Setup, Integration of EDI Meter Reading transactions, Automatic Generation of Customer Bills, Complex Customer Billing algorithms, Accounts Receivable and a variety of other features.

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Scope of Proposal

This proposal is for using Utilibill on a per transaction basis in an ASP Outsourcing Billing model.

EC Infosystems we will import the Meter Reading transactions into Utilibill. The imported transactions will be validated and Utilibill will generate customer bills. Verde Energy Savings will have the option of printing the bills on their local printer or using a 3rd party bill printing facility to print the bills. If Verde Energy Savings opts to use a 3rd party bill printing facility we will produce a file containing billing information and send it to the bill printing facility.

Daily Operations

EC Infosystems shall pick up & send EDI documents with Utilities in Connecticut, New York along with any other state in the following schedule:

Inbound Processing Times

Inbound Processing is the process of receiving files from trading partners and sending these files to our customers. Inbound files are received via NAESB / GISB or via VANs. All times in the following tables are Eastern Time.

Inbound Times – Weekdays

Inbound Times - Saturday

Outbound Processing Times

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Weekday Outbound Processing Schedule

Saturday Outbound Processing Schedule

These documents shall be processed soon thereafter and imported into the billing system. If the documents do not comply with EDI standards they shall be rejected and the ESCO shall be notified about the errors.

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Utilibill Billing System Support

EC Infosystems provides the following billing support functions to our customers.

1. Training on Utilibill System
2. Technical Support on Utilibill System.
3. Troubleshooting incoming EDI Billing data and outgoing Billing transactions.

Error Handling

EC Infosystems shall appoint a single point of contact for Billing issues related to Verde Energy Savings. EC Infosystems will correct any technical errors and resend the bill to the Consumer. Verde Energy Savings shall identify data content errors and make appropriate corrections.

Recovery

EC Infosystems shall have data recovery procedures in place in the event of unexpected situations that require transactions to be recreated or resubmitted for any reason. EC Infosystems shall have the capability to recreate a bill and retransmit a bill.

Assumptions

This proposal is based on the following assumptions:

1. EC Infosystems client to provide all services in this proposal for New York.
2. EC Infosystems ensures that documents will be processed in the prescribed timeframe. However if there are problems outside EC Infosystems's control there will be some delays in sending documents to Verde Energy Savings. EC Infosystems will make a sincere effort to avoid these situations.
3. Client will use EC Infosystems services for a

Verde Energy Savings Billing

Verde Energy Savings shall be billed monthly for the total number of transactions processed in the Utilibill Outsourcing Model. Invoice Payment terms shall be Net 10 days.

Backup & Recovery

All Bills processed by EC Infosystems are backed up on a daily basis.

Backed up data is stored onsite for safekeeping

Backed up data is stored offsite for safekeeping

Customer Service

1. Customer Service will be provided Monday through Friday from 7.00AM to 7.00PM EST.

Schedules and payments

Outsourcing Option Pricing

One Time Billing System Setup Fee for New York
Additional One Time Billing System Setup Fee per Utility

Available at additional development cost:

Additional One time setup Fee per module#:

Index Based Pricing Module:

Banded Products

Online Customer Service

Online Bill Payment (through Solveras Payment Systems***)

Monthly Ongoing Charges for Online Customer Service Module:

Monthly Website Hosting Fee:

Monthly SSL encryption fee:

#: Additional charges for additional modules will apply. In addition, implementation timelines will vary according to the modules selected.

EDI Integration:

If client is using EC Infosystems for EDI Services

If client is using another 3rd Party EDI Service Provider

Additional Development Fee (If Any)

Migration Fee (If Any)

Remote Training via Internet (1 day)

Monthly Bill Generation Charges per Meter for Dual. Consolidated Utility Bill Ready & Consolidated Utility Rate Ready

1 – 5000 Meters

5001 – 10000 Meters

10001 – 15000 Meters

15001 – 25000 Meters

25001 – 50000 Meters

50001 – 75000 Meters

75001 – 100000 Meters

Note:

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5.

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Customer List

EC Infosystems has a diverse client base spread across various industry groups. Our personnel have delivered customized quality solutions to meet specific needs of many Corporations.

Following is a partial list of our customers:

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Our Trading Partners

EC Infosystems works with a large number of Trading Partners in multiple industry segments. We have a major presence in the Deregulated Utility Industry where we work with a large number of utilities in over 18 of the deregulated states. We also work with various Trading Partners in the Retail, Pulp & Paper, Manufacturing industries.

Following is a partial list of our TPs:

Utilities We Work With

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INC

200 Garden City Plaza, Suite 210 Garden City NY 11530 Tel: (516) 739-1001

EC Infosystems Billing System Agreement

2 days out of curb

This Contract for Services ("Agreement") is entered into and effective as of May 2009, by and between EC Infosystems Inc., a New York corporation with offices located at 200 Garden City Plaza, Suite 210, Garden City, NY 11530 ("EC Infosystems" or "Company") and Verde Energy Savings, Inc. a corporation, with offices located at ("Verde Energy Savings" or "Client"), collectively referred to as "the parties."

Client desires to engage EC Infosystems to perform services specified in this Agreement. In consideration of the promises and mutual agreements in this Agreement, and for other good and valuable consideration, Client and EC Infosystems hereby agree as follows:

1. Services

- 1.1 EC Infosystems Billing System (UtiliBill) enables Clients to bill their end customers and perform other related billing functions. These terms cover all UtiliBill services provided to Client by EC Infosystems on an outsourced basis via the Internet.
- 1.2 EC Infosystems shall provide to Client, Billing Services (the "Services") as more fully described in the Proposal for Utility Billing ("Proposal") which are attached hereto and incorporated by reference herein as Schedule "A".
- 1.3 The terms and conditions herein and in the Proposal cover all Billing Services provided to Client by EC Infosystems. However, in the event of any conflict, the terms and conditions of this Agreement shall govern and control over the Schedule.
- 1.4 Client is responsible for having and supporting access to the Internet via a static IP Address.

2. Term

- 2.1 This Agreement is effective on the date it is executed and shall be for an initial ...
- 2.2 It is understood and agreed by the parties that in the event that the Client should at any time during the term of this Agreement, merge with any other entity, create a third party entity (i.e doing business as) or in any way transfer any and all of the corporate assets, contracts, etc. this contract shall remain in full force and effect. Client further agrees that it shall notify Company of any changes in the structure of client at least sixty (60) days prior to such change.

3. Liquidated Damages

EC Infosystems, Inc. 200 Garden City Plaza, Suite 210 Garden City NY 11530 (516) 739-1001

3.2 Upon termination by the Client, all unpaid charges incurred by the Client will immediately become due and payable.

4. Changes

EC Infosystems may change its Operational Procedures, Delivery Procedures, and Standards for Client Equipment and may change or withdraw any particular service during the course of this agreement in accordance with industry standards and governmental regulations. If changes occur as a result of industry standards or governmental regulations EC Infosystems shall give written notice to Client.

5. Force Majeure

5.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force

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- 5.2 Force Majeure Event.** For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by EC Infosystems; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability.
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6. Limitation of Liability; Indemnity.

- 6.1 Indemnification.** Each of EC Infosystems and Client shall indemnify, defend, and hold harmless the other from and against any losses, costs, damages, claims, liabilities, and expenses (including, without limitation, attorney's fees) incurred by the indemnified party to the extent arising out of or caused by, (i) the violation or nonperformance of the obligations of the indemnifying party under this Agreement, or (ii) the negligent acts or omissions of the indemnifying party.
- 6.2 Liability.** Except as otherwise specifically provided herein, in no event will either Party be liable under this agreement to the other, or to a third party for incidental, indirect, special or consequential damages connected with or resulting from performance or non-performance of this agreement, irrespective of whether such claims are based upon breach of warranty, tort (including but not limited to negligence of any degree), strict liability, contract, operation of law or otherwise.
- 6.3 DISCLAIMER.** EC INFOSYSTEMS DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OR RECEIPT OF MESSAGES TO CLIENT DURING FORCE MAJEURE EVENTS. THIS AGREEMENT SHALL BE DEEMED A SERVICES CONTRACT WITH NO IMPLIED WARRANTIES OF ANY KIND. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL NOT BE APPLICABLE TO THIS AGREEMENT OR THE SERVICES OR PRODUCTS PROVIDED BY EC INFOSYSTEMS HEREUNDER.

7. Customized Software

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All specifications, documentation and programs developed or used by EC Infosystems, other than those provided by Client, in connection with this Agreement are and shall remain the sole property of EC Infosystems

8. Confidential Information

8.1 Confidential Information. Any Confidential Information, as defined in Section 8.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein. The Parties acknowledge and agree that the prior discussions and correspondence of the Parties concerning the terms of this Agreement are expressly deemed to be Confidential Information.

8.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, and/or the business of its affiliates. Confidential Information does not include information that: (a) is or becomes generally known to, or ascertainable by, the public, except by a wrongful act of the Recipient; (b) is disclosed to the Recipient by another not under an obligation of confidentiality; or (c) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

8.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

8.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

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9. General

Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior negotiations, undertakings, understandings, or agreements (whether written or oral).

Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Client.

Severability; Judicial Modification. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable the remainder of this Agreement shall remain in full force and effect.

Assignability. This Agreement may be assigned by either party to a successor in interest by merger, operation of law, consolidation, or sale of a controlling interest of the capital stock of the party or sale of all or substantially all of the assets of the party.

Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that exclusive jurisdiction over this Agreement shall be in the State of New York. The parties agree that the proper venue for any cause relating to this Agreement shall be New York County, New York.

Authority. Each party hereto acknowledges and agrees that they have had the opportunity to consult with their own legal counsel in connection with the negotiation of this Agreement.

Notices. All notices from one party to the other shall be deemed to have been duly delivered when hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, as follows:

<u>If to Client:</u> Attn: Verde Energy Savings	<u>If to EC Infosystems:</u> Attn: Mohan Wanchoo President EC Infosystems Inc. 200 Garden City Plaza, Suite 210 Garden City, NY 11530
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above

Client _____

EC Infosystems, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Mohan Wanchoo

Title: _____

Title: President

Date: _____

Date: _____

EC Infosystems, Inc. 200 Garden City Plaza, Suite 210 Garden City NY 11530 (516) 739-1001

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CONFIDENTIAL & PROPRIETARY

AMENDMENT TO AGREEMENTS

THIS AMENDMENT TO AGREEMENTS (this "Amendment"), dated as of August 19, 2010, by and between EC Infosystems Inc., a New York corporation with offices located at 200 Garden City Plaza, Suite 210, Garden City, NY 11530 ("EC Infosystems" or "Company") and Verde Energy USA, Inc., f/k/a Verde Energy Savings, Inc., a Delaware corporation with offices located at 101 Merritt Seven Corporate Park, Third Floor, Norwalk, CT 06851 ("Verde Energy" or "Client"), collectively referred to as "the parties."

WHEREAS, Company and Client are parties to that certain EDI Service Center Agreement dated as of June 2, 2009 (the "EDI Agreement"); and

WHEREAS, Company and Client are parties to that certain EC Infosystems Billing System Agreement dated as of June 2, 2009 (the "Billing Agreement"; and together with the EDI Agreement, the "Agreements"); and

WHEREAS, Company and Client wish to amend the Agreements as provided herein.

NOW THEREFORE, in consideration of the recitals above, the promises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

3. Effective September 1, 2010
Agreements, during the Term Client shall pay to Company for its services under the Agreements

4. Except as may be modified by this Amendment, all provisions of the Agreements shall remain in full force and effect. In the event of any conflict or inconsistency between the

terms and provisions of the Agreements and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail and govern the obligations of the parties hereto.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or by electronic mail in .pdf form shall be as effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, Company and Client have caused this Amendment to be signed by their duly authorized representatives and have hereunto set their hand as of the day and year first above written.

Verde Energy USA, Inc.

EC Infosystems, Inc.

Signature: 

Signature: 

Name: Thomas FitzGerald:
Title: President and CEO

Name: Mohan Wanchoo
Title: President

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VERDE ENERGY SAVINGS, INC.", CHANGING ITS NAME FROM "VERDE ENERGY SAVINGS, INC." TO "VERDE ENERGY USA, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF JULY, A.D. 2009, AT 4:17 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4680239 8100

090679457



Jeffrey W Bullock, Secretary of State

AUTHENTICATION: 7405171

DATE: 07-07-09

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
VERDE ENERGY SAVINGS, INC.

(Under Section 242 of the Delaware General Corporation Law)

The undersigned, being the President and CEO of Verde Energy Savings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

1. The present name of the Corporation is Verde Energy Savings, Inc., which is the name under which the Corporation was originally incorporated; the original Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware pursuant to the General Corporation Law on May 12, 2009; and an Amended and Restated Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware pursuant to the General Corporation Law on June 4, 2009.

2. In accordance with the applicable provisions of Sections 141(f) and 242 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation duly adopted resolutions setting forth a proposed amendment to the Amended and Restated Certificate of Incorporation of the Corporation, declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

WHEREAS, it is deemed to be in the best interests of the Corporation and its stockholders that Article First of the Corporation's Amended and Restated Certificate of Incorporation be further amended to read in its entirety as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that Article First of the Amended and Restated Certificate of Incorporation of the Corporation be and is hereby amended to read in its entirety as follows:

FIRST: The name of this corporation is Verde Energy USA, Inc. (the "Corporation").

3. The foregoing amendment of the Amended and Restated Certificate of Incorporation was duly adopted by the stockholders of the Corporation, in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being the President and CEO of the Corporation, does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly has hereunto signed this Certificate of Amendment to Amended and Restated Certificate of Incorporation this 7th day of July, 2009.

VERDE ENERGY SAVINGS, INC.

By: /s/ Thomas FitzGerald
Thomas FitzGerald
President and CEO