

PROGRAM ADMINISTRATOR AGREEMENT

This **Program Administrator Agreement** (“**Agreement**”) is made and entered into as of this 30th day of August, 2012, by and between CNT Energy (hereinafter referred to as “CNT” or “PA”), with its principal office located at 2125 W. North Avenue, Chicago, IL 60647, and Commonwealth Edison Company, with its principal office located at 440 South LaSalle Street, Suite 3300, Chicago, IL 60605 (“ComEd”).

Recitals

WHEREAS, section 16-107 of the Illinois Public Utilities Act (“Act”) (220 ILCS 5/16-107) (the “RTP Provision”) requires ComEd to file a tariff or tariffs allowing residential retail customers in ComEd’s service territory to elect to receive real-time pricing service beginning January 2, 2007, which ComEd did file with the Illinois Commerce Commission (“ICC”) for approval on August 29, 2006 (the tariff finally approved by the ICC referred to as the “RTP Tariff”); and

WHEREAS, on December 20, 2006, the ICC did issue an order in Docket No. 06-0617, approving the RTP Tariff; and

WHEREAS, section 16-107(b-20) of the Act requires the ICC to monitor performance under the RTP tariff and to modify or terminate the program if it determines, after a period of four years, that the program is not resulting in net benefits to residential customers; and

WHEREAS, in Docket No. 11-0546, the ICC did review the RTP Tariff and, in Order of May 29, 2012 (“RTP Order”), did determine that the RTP Tariff did result in net benefits to residential customers and did order the program to be continued with modifications (“Revised RTP Tariff”); and

WHEREAS, in the Order, the ICC authorized ComEd to retain a program administrator (“PA”) to implement the program under the Revised RTP Tariff; and

WHEREAS, ComEd desires to retain CNT to serve as PA.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

1. Scope of Services.

1.1 PA shall provide the services specified in Appendix A1 (the “Services”), which is incorporated herein by reference. A description of the annual budget for the Services is provided in Appendix A2. It is anticipated by ComEd and PA, as of the date of the execution of this

Agreement, that PA will provide the Services as described in Appendix A1 at the costs described in Appendix A2. PA, in its discretion, may allocate amounts in the annual budget to the various elements of the Services as described in Appendix A1 and A2. The PA may reallocate such amounts as the PA gains experience with the implementation of the Services. Notwithstanding the foregoing, PA acknowledges and agrees that it shall be required to continue providing the Services in accordance with this Agreement even in the event the maximum annual fee amounts provided in Appendix B have been reached. PA represents, warrants and covenants that the Services will be performed in accordance with all applicable laws, orders, rules, and regulations (including any applicable orders, rules and regulations of the ICC) and with promptness and diligence and executed in a professional manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the services procured under this Agreement.

1.2 In addition to the services specified in Appendix A1, PA may also develop and implement risk management, energy efficiency, and other services related to energy use management; provided, however, that PA shall be compensated for such services directly from the participants receiving such services, and ComEd shall have no obligation to compensate PA for such services or to reimburse PA for any costs related to such services.

1.3 The PA may also provide certain of the above-described services to residential retail customers who take real-time pricing service from a retail electric supplier (“RES”) upon request of a RES. The RES shall be responsible for all customer outreach, enrollment and education concerning the real-time pricing program offered by the RES. The PA shall provide information and electricity management services to the RES customer provided that the RES supplies the PA with all necessary customer and other information in a file format that the PA can import into its systems, processes and databases used to provide those services. If the provision of such services to customers of a RES requires the PA to undertake activities or incur costs that would not be undertaken or incurred if the customer took service from ComEd, the PA shall receive compensation for such services from the RES or its customer receiving the services. The PA may also provide additional or other services for the RES or its customer, provided that it seek compensation for such services from the RES or its customer.

2 Engagement Managers.

2.1 PA will assign an experienced manager (the “PA Engagement Manager”) who will: (i) oversee and manage the performance of PA’s obligations under this Agreement (which shall include the responsibility to see that all Services satisfy the requirements of this Agreement); (ii) serve as PA’s primary point of contact for operational matters pertaining to this Agreement; (iii) have the authority to make binding commitments on behalf of PA; and (iv) promptly answer ComEd’s queries and cooperate with ComEd to address issues relating to the Services deemed urgent by ComEd.

2.2 ComEd will assign an individual who will serve as ComEd’s primary point of contact with PA for all matters pertaining to this Agreement (the “ComEd Engagement Manager”). The ComEd Engagement Manager will be responsible and authorized to accommodate reasonable requests by the PA Engagement Manager for data, information and support related to the Services specified in Appendix A1.

3. Employees and Subcontractors

3.1 Competent Workers. PA shall employ and cause each subcontractor to employ competent, appropriately trained and experienced employees for the Services to be performed. PA shall have full responsibility for the conduct of all employees employed on or in connection with the Services (including employees of any subcontractor) and will ensure that there is adequate, daily supervision of all Services. PA shall be familiar with and observe established and accepted labor practices, procedures, and project agreements. Notwithstanding the foregoing, ComEd's execution of this agreement shall be deemed its prior written approval of any subcontracting arrangements listed in Appendix D.

3.2 Subcontracts. Any portion of the Services to be performed for PA by a subcontractor shall be performed pursuant to an appropriate written subcontract between PA and the subcontractor ("Subcontract"). PA may employ subcontractors in connection with the Services only upon prior written approval by ComEd. ComEd may withhold any such permission in its sole discretion. No Subcontract shall relieve PA of its obligations under this Agreement. PA shall cause any and all of its subcontractors to comply with all applicable laws, orders, rules, and regulations (including any applicable orders, rules, and regulations of the ICC) in the performance of the Services hereunder.

3.3 Background Investigations. PA will be required to conduct background investigations in accordance with ComEd's security procedures for all of its personnel who will have access to (i) ComEd assets, including buildings/properties; (ii) Customer Information; and/or (iii) who will have customer contact. Such investigations must be completed within three (3) months of the Effective Date. Performance of background investigations is a material term and condition of this Agreement.

PA will be responsible for conducting the background investigations at its own expense and shall not be entitled to recover costs for conducting such.

In addition to the foregoing, if PA becomes aware that any individual performing Services hereunder is charged with or convicted of a felony or a misdemeanor, PA shall remove such individual from performing Services hereunder unless and until (i) the charge is resolved without a conviction, or (ii) PA informs ComEd of the circumstances and ComEd approves in writing such individual continuing to perform Services hereunder.

4. Fees, Expenses and Taxes.

4.1 In consideration for the performance of the Services provided by PA hereunder, ComEd shall pay to PA an amount based on time and materials not to exceed the annual fee set forth in Appendix B hereto. The annual fee shall be payable monthly, and the sum of the 12 monthly payments in any given year shall not exceed the total annual fee set forth in Appendix B hereto. This fee shall cover all costs incurred by PA in performing all of the Services PA is obligated to perform, including labor and out-of-pocket expenses. While the PA may, in its discretion, expend amounts greater than those provided for in Appendix A2, ComEd shall only be obligated to pay the PA the amounts listed in Appendix B, and no other amounts shall be due to PA under this Agreement.

4.2 PA shall present monthly invoices to ComEd, as hereinafter provided. Each invoice shall include PA's name, address, date, and total amount due for the time period covered by the invoice. Each invoice shall also include a detailed itemized list of the Services performed during the period covered by the invoice identifying the employees or subcontractor performing the Services and the number of hours worked on each of the Services performed. Each invoice shall also identify any materials purchased and amount of expenses incurred during the time period. Invoices that ComEd deems inaccurate or incomplete, in its reasonable discretion, may be returned to PA for correction and re-submittal.

4.3 Payment on PA's invoices shall be made within forty-five (45) days of receipt by ComEd. PA reserves the right to suspend its performance of the Services, on notice to ComEd, if payment of the full amount of the undisputed portion of each monthly invoice is not received within fifteen (15) days of notice by PA to the ComEd Engagement Manager of any failure to pay an invoice after such forty-five (45) day period.

5. Independent Contractor Status.

In connection with this Agreement, PA shall be an independent contractor and as such it acknowledges that it does not have any authority to bind or commit ComEd and none of PA's acts or omissions can or may be imputed to ComEd, including any acts or omissions related to the Commission's Standards of Conduct and Functional Separation rules as they might otherwise apply to ComEd as an Integrated Distribution Company ("IDC") under Part 452 of the Commission's rules (83 Ill. Adm. Code Part 452.200 *et seq.*). PA has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Services to be provided by PA under this Agreement. Neither PA, nor any of its officers, directors, employees or subcontractors and their officers, directors and employees, shall, for any reason or purpose, be deemed to be an agent, partner, or employee of ComEd and in no case shall PA or its employees, agents and servants make any representation or act to the contrary. PA agrees to indemnify and hold harmless ComEd for any claim asserted against ComEd alleging that ComEd is an employer, co-employer, joint employer, or principal of PA or any PA personnel or subcontractor. PA shall have full responsibility for payment of all withholding, payroll, or other taxes of any kind arising out of the Services, excluding sales taxes, if any, applicable to the Services.

6. Work Product.

6.1 Any and all products of the work performed by PA and developed specifically for ComEd under this Agreement or in connection with the Services (collectively, “Work Product”) shall be the sole and exclusive property of ComEd, and from the moment it is first embodied in any perceptible form, any such Work Product qualifying for protections under the copyright laws of the United States of America shall be considered “works made for hire” and shall be the sole and exclusive property of ComEd, subject only to PA’s Pre-Existing Rights (as defined below) and any Third Party Rights (as defined below). PA shall fully, freely, and immediately disclose all Work Product to ComEd. PA hereby assigns, transfers, and conveys to ComEd all of PA’s now existing and hereafter arising right, title, and interest in, to, and under all Work Product, except for PA’s Pre-Existing Rights and Third Party Rights. ComEd acknowledges that PA provides services to other clients, and agrees that nothing in this Agreement shall be deemed or construed to prevent PA from carrying on such business. PA shall promptly provide to ComEd all such information and other materials relating to the Services that ComEd may reasonably request in connection with any filing or other submission ComEd is making with any regulatory or other governmental authority, and PA may disclose all such information to such regulatory and other governmental authority as ComEd deems to be necessary or appropriate, provided that before disclosing any such information that has been designated by PA or any third party as a trade secret, ComEd will give the owner of such trade secret reasonable notice and an opportunity to obtain a protective order or other relief to prevent the loss of such trade secret. In addition, PA shall cooperate with ComEd as requested by ComEd with respect to such filings or submissions. ComEd agrees that, notwithstanding anything set forth herein to the contrary, PA’s generalized ideas, concepts, know-how, tools, models, methodologies and techniques utilized or developed at any time prior to the effective date of this Agreement or developed at any time thereafter independently from the performance of Services related to the creation of Work Product, and any improvements or derivatives of any of the foregoing developed in the course of the work performed by PA and all intellectual property rights therein (collectively, “PA’s Pre-Existing Rights”) are not deemed “Work Product” and belong to PA (“PA Proprietary Information”). Except as provided in Section 6.2 ComEd shall receive no right or interest in and to PA Proprietary Information or any proprietary information of a third-party used by PA to perform the Services under this Agreement or incorporated into any Work Product delivered to ComEd pursuant hereto, including all intellectual property rights of such third parties (collectively, “Third Party Rights”).

6.2 Unless otherwise agreed to in writing by ComEd, in the event and to the extent that any of the Work Product produced by PA hereunder contains any PA Proprietary Information, PA hereby grants to ComEd an irrevocable, perpetual, paid-up, non-exclusive, royalty-free, world-wide right and license under PA’s Pre-Existing Rights to use, produce, reproduce, perform, distribute copies of, execute, publish, transmit and prepare derivative works based upon such PA Proprietary Information as embodied in the Work Product, and only to the extent embodied in the Work Product, and to authorize others to do any of the foregoing.

6.3 ComEd’s right, title and interest in and to the ComEd RRTP Website and Landing Page shall be governed by the Third Amendment to the Supplemental Program Administrator Agreement between the parties dated as of August 29th, 2012.

7. Confidential Information.

7.1 To the extent required by the RTP Provision, ComEd will provide PA with all information that is reasonably necessary for PA to perform the Services, including, but not limited to, customer, account and energy use data (“Customer Information”).

7.2 Neither PA nor any of its subcontractors will:

(a) disclose any Customer Information or other information of ComEd that is specifically identified as confidential (i.e., stamped or otherwise clearly marked or identified as “confidential” or “protected”) (such information, together with any notes, memoranda, analysis or other documents of PA or any subcontractor reflecting such information, being collectively herein referred to as the (“Information”)); or

(b) use any Customer Information for any purpose other than in furtherance of the Services to be rendered by PA hereunder. The PA may use the Customer Information to offer or to provide other services to a customer only with the written permission of that customer.

PA shall be responsible for the compliance of its subcontractors with respect to Information and will take all steps reasonably necessary so that the confidentiality of the Information in its or a subcontractor’s possession shall be maintained. Upon termination of PA’s engagement, all documents and records in PA’s possession containing the Information shall be returned to ComEd and all electronic forms of Information deleted.

7.3 Notwithstanding anything to the contrary contained herein, the provisions of this Section 7 shall not apply to any Information: (i) which at the time disclosed to, or obtained by, PA is in the public domain; (ii) which becomes part of the public domain through no fault of PA; (iii) which is communicated to PA by a third party who is not, to PA's knowledge, subject to any confidentiality obligations with respect thereto; (iv) which is independently developed by PA without reference to any information disclosed to or obtained by PA hereunder; or (v) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar process or in connection with a litigation, arbitration or other proceeding; provided, however, that PA shall give prior timely notice of such disclosure to ComEd to enable it to challenge any such legal process, and shall at ComEd’s expense take such actions as directed by ComEd to challenge any such legal process.

7.4 PA acknowledges that the breach of any of the covenants contained in this Section 7 will result in irreparable harm and continuing damages to ComEd and ComEd’s business and customers, and that ComEd’s remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to ComEd at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant, including, but not limited to, an injunction restraining PA from disclosing, in whole or in part, any Information. PA shall pay all of ComEd’s costs and expenses, including reasonable attorneys’ fees and accountants’ fees, incurred in enforcing such covenants, to the extent ComEd is the prevailing party in an action to enforce such covenants.

7.5 Nothing in Sections 6 or 7 shall be construed to prevent PA or its affiliate organizations from compiling, analyzing and otherwise conducting research and publishing research on the nature and effectiveness of real time energy pricing using aggregate data, including data comprises Work Product or Information, in a manner that does not result in the disclosure of any personally identifiable Customer Information or any trade secrets of ComEd. Any publication of research containing information identifiable to ComEd is subject to ComEd review and approval. Such approval will not be reasonably withheld, conditioned or delayed.

7.6 If and to the extent that performance of PA's obligations or the exercise of ComEd's rights under this Agreement makes it necessary or desirable for PA to disclose to ComEd or any persons representing ComEd any non-public information that comprises a trade secret of PA or any third party or that PA has otherwise designated as confidential or proprietary, the PA may condition such disclosure upon ComEd and its representatives executing an appropriate confidentiality or non-disclosure agreement containing reasonable restrictions upon the unauthorized disclosure or use of such information.

8. Term. This Agreement shall be effective when it is executed by both Parties and filed with the ICC ('Effective Date'), and shall terminate on December 31, 2017, without notice, unless the term hereof is extended pursuant to express written agreement of the parties or terminated earlier in accordance with Section 9 hereunder. The rights and obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of this Agreement including, without limitation, all rights and obligations under Sections 6, 8, 11, 12, 13, 16-21, and 23-29 and all rights and licenses granted by PA under Section 7.

9. Termination.

9.1 Either ComEd or PA may, upon giving at least thirty (30) days' prior written notice identifying specifically the basis for such notice ("Notice"), terminate this Agreement for breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within the thirty (30) day period after being requested in writing to do so. In the event of such termination by PA, PA shall be entitled to payment of all fees, on a prorated basis, for work performed by PA as provided in Section 4 through the effective date of such termination.

9.2 ComEd may at any time, without cause and for its convenience, terminate this Agreement upon giving at least thirty (30) days prior written notice. In the event of such termination, including a termination resulting from a force majeure event as provided in Section 14 hereof, PA shall be entitled to payment of all fees, as provided in Section 4 due and payable up to the effective date of such termination.

9.3 This Agreement will terminate automatically and immediately in the event that (a) the RTP Provision, the RTP Order or the Revised RTP Tariff is stayed, reversed, repealed or otherwise rendered inoperable, ineffective or void. In the event of such termination, PA shall be entitled to payment of all fees, as provided in Section 4 due and payable up to the effective date of such termination.

9.4 Upon termination of this Agreement for any reason, PA will cease all work and shall promptly provide to ComEd all materials provided to PA by ComEd in connection with this Agreement and all Work Product and files developed by PA under this Agreement.

10. Cooperation.

10.1 To the extent required by the RTP Provision, ComEd shall provide all reasonably necessary cooperation and assistance to enable PA to provide the Services pursuant to this Agreement.

10.2 PA shall provide all reasonably necessary cooperation and information to assist ComEd in any regulatory proceedings, audit, examination or query in connection with the Services performed under this Agreement. To that end and without limiting the foregoing, PA hereby agrees to keep and maintain until so directed by ComEd, detailed records of and to fully document the Services provided hereunder and to make all such records and documents available to ComEd or the ICC upon request. PA further agrees to cooperate and to coordinate with ComEd concerning enrollment volumes and the timing of meter installations.

11. Liability. No party hereto, except for PA's indemnification obligations, will be liable to any other party hereto in connection with the Services or any matter relating to the Services for any indirect, special, punitive, consequential or incidental damages, including loss of profits incurred by such other party hereto. In addition, notwithstanding anything to the contrary, except for PA's indemnification obligations hereunder, PA will not be liable to ComEd for any claim or claims (and/or associated damages, fees or costs) which individually or in the aggregate exceed an amount equal to the total professional fees paid or payable to PA for the Services under this Agreement.

12. Indemnification. PA shall indemnify, defend and hold harmless ComEd and its affiliates, officers, directors, employees, successors, and assigns from any and all Losses and threatened Losses to the extent arising from, in connection with, or based on allegations of, any of the following:

- any claim resulting from the negligent acts or omissions or willful misconduct of PA or its subcontractors;
- any claim arising out of or related to PA's non-performance of its obligations hereunder;
- any claim that any act of PA, its officers, directors, employees and subcontractors violates any law, rule, order, or regulation of any governmental body, or causes ComEd to be in violation of any law, rule, order, or regulation of any governmental body;
- any claim alleging that the Services or Work Product infringe or violate any patent, copyright, trademark, trade secret or other proprietary right of any third party; and
- any claim that PA is an agent of ComEd or that ComEd is an employer, co-employer, joint employer or principal of PA or any of its officers, directors, employees or subcontractors.

“Losses” shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

13. Insurance.

13.1 Required Coverages.

PA shall provide and maintain, and shall require each Subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement minimum insurance coverage with carriers authorized to conduct business in the State in which the Services are to be done and otherwise satisfactory to ComEd, including:

13.1.1 Workers Compensation insurance with statutory limits, as required by the state in which the Services are to be performed.

13.1.2 Employer’s liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit..

13.1.3 Commercial general liability (CGL) insurance (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent 4) with a limit of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability, and products/completed operations for not less than three (3) years from the date ComEd accepts the Services. CGL insurance includes coverage for claims against ComEd for injuries to PA Personnel.

13.1.4 Automobile liability insurance coverage (including coverage for claims against ComEd for injuries to PA Personnel) for owned, non-owned, and hired autos with a limit of not less than two million dollars (\$2,000,000.00) per accident.

13.1.5 Excess or Umbrella liability insurance coverage (including coverage for claims against ComEd for injuries to PA Personnel) with a limit of not less than three million dollars (\$3,000,000.00) per occurrence and per project or per location aggregate. These limits apply in excess of each of the above mentioned policies. Excess coverage shall be follow form.

13.1.6 The liability limits under 13.1.1, 13.1.2, 13.1.3 and 13.1.4 may be met with any combination of primary and Excess or Umbrella Insurance policy limits totaling five million dollars (\$5,000,000).

13.1.7 If these Terms and Conditions involves or includes PA providing or performing design, engineering, consulting, or any professional service, professional liability insurance with a combined single limit of not less than three million dollars (\$3,000,000.00) per occurrence.

13.1.8 If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of this Agreement and coverage shall be maintained in full force and effect for two (2) years after termination of this Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties.

13.1.9 PA shall be responsible for any deductibles or self-insured retentions applicable to the insurance provided in compliance with Article 13.

13.1.10 Insurance coverage provided by PA under this Article 13 shall not include any endorsement limiting coverage available to ComEd which is otherwise required by this Article 13.

13.1.11 To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

13.1.11.1 Be primary and non-contributory to any other insurance carried by ComEd;

13.1.11.2 Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause;

13.1.11.3 Provide for a waiver of all rights of subrogation which PA's insurance carrier might exercise against ComEd; and

13.1.11.4 Any Excess or Umbrella liability coverage will not require contribution before it will apply.

13.2 Additional Coverages.

ComEd reserves the right to require PA to provide and maintain additional coverages in the event that the particular Services involves unusual risks or a change in the characteristics of the risks subject to this Agreement.

13.3 Additional Insured Endorsement.

All liability insurance policies (except professional liability) shall name ComEd, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by ComEd, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against ComEd for injuries to PA Personnel), for a period of not less than three (3) years from the date ComEd accepts the Services.

13.4 Evidence of Insurance.

PA shall provide evidence of the required insurance coverage and file with ComEd a Certificate of Insurance acceptable to ComEd prior to commencement of the Services. The Insurance and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to ComEd. ComEd may inspect any or all policies of insurance at any time.

13.5 Waiver of Subrogation.

PA shall waive all rights of subrogation against ComEd under those policies procured in accordance with this Agreement.

13.6 Ratings.

All insurance coverage shall be provided by insurance companies acceptable to ComEd and having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificate of Insurance referred to in Section 13.4).

13.7 Breach of Agreement.

Failure to obtain and maintain the required insurance shall constitute a breach of this Agreement and PA will be liable for any and all costs, liabilities, damages, and penalties (including

attorneys' fees, court, and settlement expenses) resulting to ComEd from such breach, unless a written waiver of the specific insurance requirement is provided to PA by ComEd.

13.8 Non-Waiver.

Failure of PA to provide insurance as herein required or failure of ComEd to require evidence of insurance or to notify PA of any breach by PA of the requirements of this Article 13 shall not be deemed to be a waiver by ComEd of any of the terms and conditions of this Agreement, nor shall they be deemed to be a waiver of the obligation of PA to defend, indemnify, and hold harmless ComEd Parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of PA and independent of the duty to furnish a copy or certificate of such insurance policies.

13.9 ComEd's Right to Purchase.

In the event of any failure by PA to comply with the insurance requirements of this Agreement, ComEd may, without in any way compromising or waiving any right or remedy at law or in equity, upon five (5) days written notice to PA, purchase such insurance, at PA's expense, provided that ComEd shall have no obligation to do so and if ComEd shall do so, PA shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such costs incurred by ComEd shall be promptly reimbursed by PA and/or may be withheld from any payment due PA.

13.10 PA's Commencement of Services Without Insurance.

Commencement of Services without the required Certificates of Insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by ComEd of any rights under this Agreement.

13.11 PA Obligations Not Limited.

None of the requirements contained herein as to types, limits, or ComEd's approval of insurance coverage to be maintained by PA are intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by PA under this Agreement, any other agreement with ComEd, or otherwise provided by law.

14. Force Majeure. PA shall not be liable for any delays or failures in performance due to circumstances beyond its reasonable control or that of any of its subcontractors. For the purpose of this Agreement, "circumstances beyond its reasonable control" are occurrences such as acts of God, acts of civil or military authorities, governmental priorities, fires, floods, epidemics, war or riots.

15. Entire Agreement. This Agreement, including the Appendices attached hereto, constitutes the full and complete understanding between the parties hereto about its subject.

16. Amendment. This Agreement may be amended or supplemented only in writing signed by all parties.

17. Assignability. Except as hereinafter provided, no party hereto may assign any of the rights or obligations created by this Agreement except with the express written consent of the other party hereto, provided that PA may, subject to the provisions of Sections 3 and 4 hereof, utilize the services of subcontractors to perform the Services as specified in Appendix A1 hereto, provided that

PA shall remain liable for performance by such subcontractors of its obligations under this Agreement. Notwithstanding the above, PA may assign this Agreement to a wholly-owned subsidiary of PA if required by financing documents of the PA, provided that PA shall be a guarantor of, and shall guarantee and be liable for performance of the obligations under this Agreement by, such subsidiary.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws provisions thereof.

19. Jurisdiction. Any legal claim, suit, proceeding or action brought against any party arising out of, connected with or related to this Agreement shall be brought in the courts of the State of Illinois or in the United States District Court for the Northern District of Illinois, other than claims that are subject to the jurisdiction of the ICC.

20. Audit and Reports.

20.1 The ICC, its staff or a public accounting firm designated to represent the ICC or its staff shall be afforded free and unrestricted access, at all reasonable times following reasonable prior notice, to PA's personnel, books, records, correspondence, receipts, vouchers, memoranda and other writings relating to this Agreement or the Services, including: (i) to verify the accuracy of the Services that PA claims to have performed; (ii) to perform any audit necessary to meet applicable regulatory requirements or to respond to any regulatory examination or query and (iii) to perform any audit required by applicable law. The ICC's auditors and other representatives will comply with PA's reasonable security requirements and the ICC shall use reasonable efforts to cause such audit firm(s) to agree in writing to protect the confidentiality of PA's confidential and proprietary information. PA shall preserve all records required hereunder for a period of five (5) years after the final payment under this Agreement. PA shall also provide, in a timely manner, such reports as the ICC or its staff may reasonably require from time to time. PA represents that it shall require all of its subcontractors to be bound to the provisions of this Section.

20.2 The PA shall host a telephone conference with interested members of the public 45 days after the publication of the PA's annual report on the Commission's web site. The PA shall participate in the discussion of the PA's annual report, annual audit and public comments posted on the Commission's website. The PA is not obligated to implement any changes as a result of these discussions but may implement those suggestions that are practical and pragmatic to achieve the success of the program.

21. Delay or Failure to Exercise Rights. No delay or failure on the part of any party in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

22. Execution by Duly Authorized Representative. Each party represents and warrants that the person executing this Agreement on its behalf is fully authorized to do so and by so doing binds the party.

23. Non-Affiliate. PA represents and warrants that it is not an affiliate of ComEd, as “affiliate” is defined in Appendix C.
24. Counterparts. This Agreement is being executed in several counterparts, each of which is an original and all of which together constitute but one and the same Agreement.
25. Headings. Section Headings are for convenience only and shall not affect the interpretation of this Agreement.
26. Cumulative Remedies. Each party’s rights and remedies under this Agreement shall be cumulative and additional to any other or further rights or remedies provided in law or equity or otherwise. ComEd shall specifically retain all rights of legal action in tort under this Agreement on all issues relating to contribution, insurance coverage, and contractual indemnity.
27. Publicity. With the sole exception of publication of such information within each party’s corporate entity and subject to the confidentiality provisions of this Agreement, each party shall not refer to the other party or any company affiliated with the other party in any advertising or other publication in connection with goods or services rendered by the party that is not within the scope of the Services performed pursuant to the Agreement, without the prior written approval of the other party.
28. Notices. Any notice pertaining to this Agreement or the Services performed hereunder shall be in writing and sent via facsimile transmittal with confirmation of receipt, registered or certified mail, postage prepaid, or by commercial overnight courier, to the ComEd Engagement Manager or the PA Engagement Manager as appropriate, at their respective addresses appearing below. Notices shall be effective only when received.

To PA: CNT Energy
2125 W. North Avenue
Chicago, IL 60647
Attn:

To ComEd: Commonwealth Edison Company
440 South LaSalle Street, Suite 3300
Chicago, IL 60605
Attn: James Eber

29. Transition Assistance. The Parties agree that upon expiration or termination of this PA Agreement:
- (a) During the period until a new Program Administrator is in place and operating the ComEd RRTP Website and Landing page, or six months have elapsed, whichever occurs sooner, PA will continue to operate and to maintain the ComEd RRTP program, Call Center, Billing Tool, all Alerts/Notifications, Load Guard, and the RRTP Website and Landing Page with the same high level of service it provided while the Agreement was in effect. During that

same period, PA will use all reasonable efforts to assist with the transition to a new Program Administrator. Such efforts shall include maintaining the security, integrity, and availability of all ComEd and ComEd-customer data stored on PA's facilities, and transferring all ComEd and ComEd-customer data stored on PA's facilities to the new Program Administrator and/or ComEd. This data includes but is not limited to all customer and participant contact, account and program related information (includes name and ComEd account number, mailing addresses, email addresses, phone numbers and other information) provided by the customers and participants or collected by CNT for the RRTP program and Load Guard; all customer and participant lists and information related to each customer's past and current status with the program by ComEd account number, name and address (includes but is not limited to a list of active and terminated participants, enrollment / terminated status', etc by date); a copy of all program marketing materials and communications; all documented information pertaining to customer and participant inquiries, complaints and feedback and dialogue / communications associated with those inquiries (by name, ComEd account number and date); all completed authorization/enrollment and termination forms; all participant high price alert and notification selections (by name, ComEd account number and date); all customer and participant RRTP User IDs, Passwords and Confirmation numbers by name, address, ComEd account number and date); all customer and participant information related to the Load Guard Automated Price Response Service (includes name, address, ComEd account numbers of Load Guard participants, Load Guard price threshold selections and enrollment and/or terminated status by date); all customer and participant, billing, usage, and savings data (by customer, account, billing period and year) in the program's billing tool.

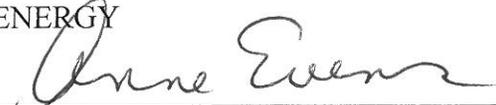
(b) Within five (5) days of termination or expiration of this Agreement, PA will provide ComEd and the new Program Administrator with all ComEd Work Product and any other information or tools necessary for the new Program Administrator to operate and to maintain, without interruption, the ComEd RRTP program, Call Center, Billing Tool, all Alerts/Notifications, Load Guard, and the RRTP Website and Landing Page in the same high-quality manner as did PA while the Agreement was in effect.

(c) To the extent that the transfer to a new Program Administrator described in the preceding sentence requires access to PA's Proprietary Information, PA hereby grants ComEd and, if necessary, the new Program Administrator, a license to the PA Proprietary Information so required. To the extent that the license to any of PA's Proprietary Information required under this is also required by Section 6.2, Section 6.2 shall control.

(d) When this Agreement terminates, PA shall immediately cease use of the ComEd Marks.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CNT ENERGY

By: 
Name: Anne Evens _____
Title: CEO _____

COMMONWEALTH EDISON COMPANY

By: _____

Name: _____

Title: _____

Appendix A1

CNT Energy 2013-2017 Scope of Services for ComEd's Residential Real Time Pricing (RRTP) Program

Following a transition, CNT will be responsible for the administration of the ComEd RRTP Program, and will develop and implement a program to provide consumer outreach, enrollment, and education to residential retail customers concerning real-time pricing of electricity. CNT will develop, manage and operate an information system and Call Center that are both capable of enrolling and terminating RRTP and Load Guard participants, providing top tier customer service and program education to prospective and existing participants, and enabling participants to effectively manage their electricity use.

The information system will include the continuation of the Load Guard Price Response Service and the program's "Real-Time "Day-Of" High Price Alerts, Predicted "Day-Ahead" High Price Notifications, and Load Guard Alerts.

The information system will support a Web site where customers can access (online) their monthly bills (or daily costs with AMI), hourly electricity usage for each month (or daily with AMI), hourly pricing and bill savings (or losses) since they have been enrolled in the RRTP program (on Rate BESH – Basic Electric Service Hourly Pricing).

The Web site will also continue to provide access to real-time "day-of" (5-minute and hourly) and predicted "day-ahead" prices, allow customers to enroll in RRTP and in Load Guard online, and provide access to updated educational materials such as program FAQs, program guides energy efficiency tips, etc. In addition, the site will allow customers to manage their RRTP / Load Guard accounts online and to manage their associated price thresholds and alert / notification selections on a daily basis.

CNT will assign a designated resource(s) that will be the program's main point of contact and will be responsible for the administration and management of the program. Additionally, CNT will provide the appropriate resources to ensure that all areas of the program have the proper level of support to fulfill the scope of work in this agreement within a timely manner.

Internal Scope

Task 1: Customer Promotion Plan

Research previous marketing campaigns and metrics and develop a marketing strategy and plan that identifies the customer promotional activities that will achieve the annual enrollment goals outlined in this agreement and in Docket No. 11-0546. The plan should include detailed information on the development and implementation of educational and promotional materials and on the campaigns used to inform and educate customers on the benefits of participating in RRTP. The plan should also address how CNT will work with ComEd's Marketing Department to determine the best no-to-very-low cost AMI, PTR and ComEd *Smart Ideas*® marketing opportunities, such as those outlined in Jim Eber's testimony (Exhibit 2.0 filed with the ICC on April 10, 2012), that could help build awareness of RRTP.

All promotional materials shall be approved by ComEd prior to any printing or distribution. Promotional activities shall be designed as to accommodate geographic targeting, billing cycles, metering equipment availability, and other factors which may impact workload or customer participation.

Projected costs in 2013 are higher due to initial transition of marketing activities from the existing administrator to CNT Energy which may include costs associated with re-branding the program and developing new logos.

Task 2: Participant Outreach, Creative Services and Technical Writing

Conduct outreach to existing RRTP participants and develop/modify content, and execute a communications plan which will include the items and activities below. Costs include:

- Development and maintenance of the Participant Program Guide.
- Development and maintenance of "Understanding Your Bill" related materials and communications. Includes maintaining the ComEd rate analysis to provide the technical input to all program related "Understanding Your Bill" reference documents.
- Maintain the ComEd rate analysis to provide the technical input into the FAQs on various aspects of the program.
- Review the capacity charge, and other charges, and their impacts on bills. Identify patterns of problems and identify/suggest tariff adjustments as needed.
- FAQs and communications on the various aspects of the program, including Load Guard.
- Annual savings reports. Additionally, CNT will coordinate with the software development partner to create or maintain a savings report that will be exported from the Bill Comparison Tool and imported into Salesforce to trigger bill comparison emails on a daily basis (monthly for participants). All customers will be opted in with the option to opt out.
- Quarterly newsletters.
- Special ad hoc newsletters regarding program changes and emerging issues that impact the program.
- Various community events.
- RRTP blog.
- Conduct on-going analysis of participant performance on the program, which includes a vulnerable participant analysis and outreach. Identify participants who are not saving,

contact them and work to help them perform better on the program or advise them to leave for another rate option (ComEd, RES, Muni Agg).

- Annual summer readiness workshops and guide. Includes updating, printing, mailing / emailing and posting to the Web site the RRTP Summer Energy Guide. Schedule / organize workshops which include the development of content (PPT presentation) and collateral materials (presentation handouts, mailed materials).
- Work with participants to address technical questions related to their bills and the program.
- Communications will be in electronic and paper form.
- All communications and materials include creative services such as technical writers, web designers, graphic artists, and email notification support services, printing, postage and delivery (mail or email).

Task 3: Call Center Functions

Provide customer support to existing and prospective RRTP customers. Costs include:

- Staffing the RRTP call center Monday-Friday, 8am-5pm to handle incoming/outgoing phone calls, emails, letters and fax.
- Acting as the first point of contact for the RRTP program, including the Load Guard Automated Price Response Service.
- Educating prospective and existing participants on the importance of the RRTP program and Load Guard and how they work. Help them to also understand the various components of their RRTP bill and how it impacts their savings and participation in the program. Includes addressing technical questions related to their bills and the program.
- Determining if individuals are valid participants.
- Processing signup requests (phone calls, e-mails, any residual direct mail returns, Web enrollments) for the RRTP program, including Load Guard.
- Outbound call campaigns – data review for incomplete enrollment forms, update customer contact info, communicate information related to the status of enrollment / termination and other important program related information, and courtesy calls to customers who choose a RES.
- Tracking the RRTP 12-month stay requirement and managing the termination process. Includes obtaining a signed authorization to terminate service under BESH form from all participants before they terminate.
- Responding to all RRTP program related e-mails, phone calls and written notices/letters in a timely manner.
- Managing and working to resolve all complaints and escalated issues associated with customers and the program. Includes tracking, documenting, and reporting the issues.
- Assisting with large customer mailings with program participants.
- Inputting and maintaining customer interaction data in Salesforce.
- Planning and executing high price alerts. Assumes the continuation of the “Real-Time “Day-Of” High Price Alerts, the Predicted “Day-Ahead” High Price Notifications, and the Load Guard Automated Price Response Service Alerts.
- Baseline and annual survey input and response.

Task 4: Program IT, Information Systems and Databases

- Execution and ongoing maintenance of the daily file transfers with ComEd, and of all associated enrollment and termination related systems and databases.
- Execution and ongoing maintenance with all systems and databases associated with the RRTP Call Center, the program Web site, and CNT's other customer systems such as Salesforce.
- Execution and ongoing maintenance of all the CNT systems and databases that interface with other 3rd party systems or information sources / databases (PJM pricing, etc).
- Execution and ongoing maintenance of the CNT systems and databases associated with Load Guard.
- Execution and ongoing maintenance of the high price alert and notification systems for both RRTP and Load Guard.

Task 5: Conduct Customer Promotion Activities

Execute customer promotion plan developed in Task 1. Costs include:

- Design and mail direct mail pieces.
- Design semiannual bill inserts.
- Administer "Share the Savings" referral program.
- Promote RRTP at community/outreach events.
- Design and implement Internet marketing campaigns.
- Design and execute mass media campaigns.
- Conduct flyer campaigns in local neighborhoods.
- Affinity marketing.
- Media outreach.
- Working with ComEd's Marketing Department to implement the best no-to-very-low cost AMI, PTR and ComEd *Smart Ideas*® marketing activities, such as those outlined in Jim Eber's testimony (Exhibit 2.0 filed with the ICC on April 10, 2012), that could help build awareness of RRTP.
- Promotional materials shall inform customers about the enrollment process, the program's value proposition, how the program works, other sources for additional information and any disclosures / disclaimers that are appropriate for customers to understand prior to enrollment. All promotional materials shall be approved by ComEd prior to any printing or distribution. Promotional activities and materials shall be developed to accommodate the proposed cost structure in this agreement, the final ICC Order and associated documents issued as part of Docket No. 11-0546, geographic targeting, billing cycles, metering equipment availability / requirements, and other reasonable operational requirements associated with both CNT and ComEd.
- Communications will be in electronic and paper form.
- All communications and materials include creative services such as technical writers, web designers, graphic artists, and email notification support services, printing, postage and delivery (mail or email).

Task 6: Analysis, Reports, Evaluation and Conferences

- Attend national conferences to promote successes of the RRTP program.
- Conduct on-going analysis of prospective non-participant and participant performance on the program. Includes analyzing how and which non-participants may benefit from RRTP and conducting vulnerable participant analysis and outreach. Identify participants who are not saving, contact them and work to help them perform better on the program or advise them of other rate options (ComEd, RES, Muni Agg) that may be best suited for them.
- Provide weekly metrics to ComEd that summarize the program's enrollment activity, including where customers are within the enrollment/termination process (weekly, monthly, annually, program-to-date). The weekly report / scorecard will also include call center and other operations related statistics that can be used to track trends and to measure the program's performance and effectiveness.
- Conduct data analysis and research to provide an annual report for RRTP according to the terms of the Joint Stipulation and Rider RRTP in ICC Docket No. 11-0546. This includes the development and submission of an annual report to ComEd no later than April 1 of each year, beginning in 2013, describing the operation and results of the program, including information concerning the number and types of residential retail customers participating in the real-time pricing program, including but not limited to residential retail customers that utilize electricity for charging plug-in electric vehicles (PEVs) at their premises, changes in residential retail customers' electric energy use patterns, an assessment of the value of the program to both participants and nonparticipants, and recommendations concerning modification of the program and the tariff or tariffs filed under subsection 16-107(b-5) of the Act. The annual report will also report: (1) the prior year's program costs that will include a breakdown of the cost categories and associated amounts incurred during the year, (2) number of participants by month, (3) monthly amounts billed to participants under ComEd's Rider RCA – Retail Customer Assessments (“Rider RCA”), (4) monthly amounts billed to non-participants under Rider RCA. The report shall also contain an analysis demonstrating whether the costs savings to non-participants continue to exceed the costs imposed on those customers, as described in the Navigant and Brattle reports (submitted as part of ComEd's direct testimony in ICC Docket No. 11-0546), and in the direct testimony of James Eber. For purposes of this analysis, PA shall use the costs savings, as set out in the Navigant and Brattle reports, combined with an updated analysis of the option benefit discussed in the testimony of James Eber, and the actual costs incurred by ComEd to operate the program over the year covered by the reports. The annual report may include aggregated customer information, but may not include any customer-specific information. Various parties may submit comments on the annual report and propose additional modifications to the program. ComEd will convene a meeting of the PA and the other parties to discuss the proposed modifications, after which the PA shall implement those modifications which, in its judgment, will improve the program. The PA shall not receive any additional compensation for the implementation of the modifications. As part of each annual report filing, the PA must also file an annual program cost audit report. The audit must be performed by an independent Certified Public Accountant and the audit must be conducted in accordance with attestation standards established by the American Institute of Certified Public Accounts.

- Participation in any Illinois Commerce Commission proceeding, investigation or inquiry to consider the effectiveness of the program as well as support to accommodate any data needs. May include responding to data and information requests and/or development of any reports.

Sub-Contractor Scope

Web Hosting

Annual external cost to provide web hosting services for designated ComEd RRTP website.

RRTP Web Site Maintenance

Utilize CNT's or its sub-contractor's IT department resources to perform routine maintenance on the ComEd RRTP website, which CNT developed and maintains.

CRM System Maintenance

Annual maintenance performed on Salesforce CRM database. Cost includes annual user license renewal.

Bill Comparison Tool Development and Maintenance

Continue to manage and maintain the bill comparison tool, by maintaining the existing bill analysis tool with the software development partner. Work with software development partner to implement rate updates to the tool as required. Also, CNT will coordinate with the software development partner to create or maintain a savings report that will be exported from the Bill Comparison Tool and imported into Salesforce to trigger bill comparison emails on a daily basis (monthly for participants). All customers will be opted in with the option to opt out.

This cost is based on GH Michaels Associates, LLC current cost schedule and includes incremental cost increases based on the expected annual participant totals between 2013 and 2017, when the program is expected to reach 50,000 participants. This cost also includes support from CNT Energy to provide this tool to customers.

IT Equipment Purchase & Licenses

Purchase of IT equipment and licenses to support RRTP program and call center.

Appendix A2

CNT Energy 2013-2017 Annual Budget for ComEd's Residential Real Time Pricing (RRTP) Program

Budget Assumptions:

1. Annual Enrollment goals are met each year. Costs are dependent on anticipated customer enrollment levels and overall participant totals.
2. Marketing and building awareness cost per customer is based on tasks 1 & 5 only.
3. Annual RRTP participant loss of 2,000 due to supply choice and finaled accounts.

2013

Enrollment Goal	7,400
Assumed Annual Participant Loss	2,000
Net Participant Gain (New Participants)	5,400
Total Active ComEd RRTP Participants (by end of 2013)	18,100
Internal Costs	
Task 1 – Customer Promotion Plan	\$42,840
Task 2 – Participant Outreach, Creative Services and Technical Writing	\$143,765
Task 3 – Call Center Functions	\$280,450
Task 4 – Program IT, Information Systems and Databases	\$21,100
Task 5 – Conduct Customer Promotional Activities (Marketing & Outreach)	\$507,104
Task 6 – Analysis, Reports, Evaluation and Conferences	\$58,660
Sub-Contractor Costs	
Web-hosting	\$4,500
RRTP Web Site Maintenance	\$5,000
CRM Licenses and System Maintenance	\$5,000
Bill Comparison Tool Development and Maintenance	\$173,432
IT Equipment Purchase & Licenses	\$10,000
Total	\$1,251,851
Marketing and building awareness cost per customer ¹	\$74

¹Marketing and building awareness cost per customer based on enrollment goal and tasks 1 & 5 only.

2014

Enrollment Goal	9,975
Assumed Annual Participant Loss	2,000
Net Participant Gain (New Participants)	7,975
Total Active ComEd RRTP Participants (by end of 2014)	26,075
Internal Costs	
Task 1 – Customer Promotion Plan	\$30,240
Task 2 – Participant Outreach, Creative Services and Technical Writing	\$131,075
Task 3 – Call Center Functions	\$454,630
Task 4 – Program IT, Information Systems and Databases	\$21,100
Task 5 – Conduct Customer Promotional Activities (Marketing & Outreach)	\$672,060
Task 6 – Analysis, Reports, Evaluation and Conferences	\$58,595
Sub-Contractor Costs	
Web-hosting	\$4,500
RRTP Web Site Maintenance	\$5,000
CRM Licenses and System Maintenance	\$5,000
Bill Comparison Tool Development and Maintenance	\$230,110
IT Equipment Purchase & Licenses	\$10,000
Total	\$1,622,310
Marketing and building awareness cost per customer ¹	\$70

¹Marketing and building awareness cost per customer based on enrollment goal and tasks 1 & 5 only.

2015

Enrollment Goal	9,975
Assumed Annual Participant Loss	2,000
Net Participant Gain (New Participants)	7,975
Total Active ComEd RRTP Participants (by end of 2015)	34,050
Internal Costs	
Task 1 – Customer Promotion Plan	\$31,752
Task 2 – Participant Outreach, Creative Services and Technical Writing	\$137,629
Task 3 – Call Center Functions	\$477,362
Task 4 – Program IT, Information Systems and Databases	\$22,155
Task 5 – Conduct Customer Promotional Activities (Marketing & Outreach)	\$705,663
Task 6 – Analysis, Reports, Evaluation and Conferences	\$61,525
Sub-Contractor Costs	
Web-hosting	\$4,500
RRTP Web Site Maintenance	\$5,000
CRM Licenses and System Maintenance	\$5,000
Bill Comparison Tool Development and Maintenance	\$278,175
IT Equipment Purchase & Licenses	\$10,000
Total	\$1,738,760
Marketing and building awareness cost per customer ¹	\$74

¹Marketing and building awareness cost per customer based on enrollment goal and tasks 1 & 5 only.

2016

Enrollment Goal	9,975
Assumed Annual Participant Loss	2,000
Net Participant Gain (New Participants)	7,975
Total Active ComEd RRTP Participants (by end of 2016)	42,025
Internal Costs	
Task 1 – Customer Promotion Plan	\$33,340
Task 2 – Participant Outreach, Creative Services and Technical Writing	\$144,510
Task 3 – Call Center Functions	\$501,230
Task 4 – Program IT, Information Systems and Databases	\$23,263
Task 5 – Conduct Customer Promotional Activities (Marketing & Outreach)	\$740,946
Task 6 – Analysis, Reports, Evaluation and Conferences	\$64,601
Sub-Contractor Costs	
Web-hosting	\$4,500
RRTP Web Site Maintenance	\$5,000
CRM Licenses and System Maintenance	\$5,000
Bill Comparison Tool Development and Maintenance	\$317,627
IT Equipment Purchase & Licenses	\$10,000
Total	\$1,850,016
Marketing and building awareness cost per customer ¹	\$78

¹Marketing and building awareness cost per customer based on enrollment goal and tasks 1 & 5 only.

2017

Enrollment Goal	9,975
Assumed Annual Participant Loss	2,000
Net Participant Gain (New Participants)	7,975
Total Active ComEd RRTP Participants (by end of 2017)	50,000
Internal Costs	
Task 1 – Customer Promotion Plan	\$35,007
Task 2 – Participant Outreach, Creative Services and Technical Writing	\$151,736
Task 3 – Call Center Functions	\$526,291
Task 4 – Program IT, Information Systems and Databases	\$24,426
Task 5 – Conduct Customer Promotional Activities (Marketing & Outreach)	\$777,993
Task 6 – Analysis, Reports, Evaluation and Conferences	\$67,831
Sub-Contractor Costs	
Web-hosting	\$4,500
RRTP Web Site Maintenance	\$5,000
CRM Licenses and System Maintenance	\$5,000
Bill Comparison Tool Development and Maintenance	\$357,079
IT Equipment Purchase & Licenses	\$10,000
Total	\$1,964,863
Marketing and building awareness cost per customer ¹	\$82

¹Marketing and building awareness cost per customer based on enrollment goal and tasks 1 & 5 only.

Appendix B

Annual Fees

2013 – **\$1,251,851**

2014 – **\$1,622,310**

2015 – **\$1,738,760**

2016 – **\$1,850,016**

2017 – **\$1,964,863**

Appendix C

“Affiliate” has the same meaning as set forth in section 7-101 of the Act (220 ILCS 5/7-101). That definition is reproduced below:

- (a) Every corporation and person owning or holding, directly or indirectly, 10% or more of the voting capital stock of such public utility;
- (b) Every corporation and person in any chain of successive ownership of 10% or more of voting capital stock;
- (c) Every corporation, 10% or more of whose voting capital stock is owned by any person or corporation owning 10% or more of the voting capital stock of such public utility, or by any person or corporation in any such chain of successive ownership of 10% or more of voting capital stock;
- (d) Every corporation, 10% or more of whose voting securities is owned, directly or indirectly by such public utility;
- (e) Every person who an elective officer or director of such public utility or of any corporation in any chain of successive ownership of 10% or more of voting capital stock; and
- (f) Every corporation which has one or more elective officers or one or more directors in common with such public utility.

Appendix D

Approved Subcontracts

GH Michaels Associates, LLC