

Distribution-only Service Rider  
SCHEDULE DOS

APPLICABILITY – For Distribution-only Service to specified accounts of Eligible Customers as defined in Rule 1 that have: 1) executed the attached form of Service Agreement for Distribution-only Service and have provided the Utility with an Exhibit A to the Service Agreement for those accounts that the Customer desires to have Distribution-only Service, 2) met all applicable Commission requirements with respect to application to receive energy, capacity, and Ancillary Services from a provider other than the Utility, and 3) met all of the applicable requirements of the Utility’s Tariffs including, without limitation, the Interval Meter requirements of Rule 16 and payment requirements of Rule 5.

AVAILABILITY – Throughout the Utility’s service territory.

RATES – Rates for Distribution-only Service are as specified in the applicable rate schedule for the Customer’s account rate classification.

SPECIAL CONDITIONS

1. Each Service Location of a nongovernmental Commercial or Industrial Customer shall be treated as a separate end-use Customer. Governmental Service Customers may add together (aggregate) individually metered loads for meeting the one megawatt threshold required of an Eligible Customer; however, the aggregation of loads shall not be used by any Customer to compute Utility charges or to determine rate schedule applicability.
2. The Customer will be responsible for the purchase of energy, capacity, and Ancillary Services and the delivery of such purchases to designated points as set forth on the schedules given to the scheduling coordinators.
3. The requirement to file an application with the Commission to receive service hereunder does not apply to end-use customers eligible to receive such service pursuant to NRS 704.787.

(Continued)

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Advice No.: **268-R(2)**

Issued By:  
Mary O. Simmons  
Vice President

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Attachment 1

Service Agreement

Agreement Number: \_\_\_\_\_

This Service Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Customer"), an Eligible Customer, and Nevada Power Company ("Utility"), a corporation organized and existing under the laws of the state of Nevada. From time to time, the Customer and the Utility shall be individually referred to herein as a "Party" and collectively as the "Parties".

Section 1:  
General Description of Agreement

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which the Customer shall receive Distribution-only Service and any other services that may be required concomitant to Distribution-only Service as described by the Utility's Tariffs on file with and approved by the Public Utilities Commission of Nevada ("Commission"). This Agreement also relieves the Utility of the obligation to provide energy, capacity, and Ancillary Services to the accounts listed in Exhibit A, attached hereto. This Agreement does not govern transmission service that may be provided pursuant to rules and regulations established within jurisdiction of the Federal Energy Regulatory Commission. Except where explicitly defined herein, the definitions controlling this Agreement are contained in Rule 1 of the Utility's Tariffs.
- 1.2 The form of this Agreement has been developed for use as part of the Commission's regulatory process; was intended to conform to Commission directions; was filed with and approved by the Commission for use between the Utility and Customers and may not be waived, altered, amended or modified, except as provided herein or in the Utility's tariffs, or as may otherwise be authorized by the Commission.
- 1.3 Exhibit A, attached hereto and made a part of this Agreement by reference, lists Points of Delivery effected by this Agreement along with Utility account number and billing addresses for each such account. Modifications to Exhibit A shall be made as set forth in Section 20, below. Although the Utility has attempted to ensure that Exhibit A is complete, the Utility has no obligation to the Customer as to its accuracy.

(Continued)

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Attachment 1 (Continued)

Section 2:  
Representations

- 2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and Tariffs, including applicable Commission requirements. All of the provisions of the Utility's Tariffs are hereby incorporated by reference into this Agreement.
- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3:  
Term of Service

The term of this Agreement shall commence on the date of execution by both Parties hereto (the Effective Date") and shall continue to be in effect until Distribution-only Service is permanently terminated by either Party as set forth in the Utility's Tariffs. The Customer shall apply for service or termination of service in accordance with Rule 3 of the Utility's Tariffs. Notwithstanding the Effective Date, service hereunder shall not be available until the Customer has complied with the applicable requirements of the Commission with respect to application and/or its compliance orders and compliance with the applicable terms of the Utility's Tariffs including, without limitation, the payment provisions of Rule 5.

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Section 4:  
Events of Default and Remedy for Default

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or the Utility's tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under the Utility's Tariff; (b) to the extent not inconsistent with the Utility's Tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.
- 4.3 Breach by any Party hereto of any provision of the Utility's Tariff shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.
- 4.4 Any default of this Agreement shall be reduced to writing and referred to the Parties' representatives indicated in Section 13. Notices by the Utility indicating such default shall be provided as set forth in the Utility's Tariffs. Disputes shall be handled as set forth in Section 15. If there is no dispute as to the default, the defaulting Party shall cure such default as soon as is reasonably practical.

Section 5:  
Billing, Metering and Payment

- 5.1 The Utility will bill and the Customer agrees to pay the Utility for all services and products provided by the Utility in accordance with the terms and conditions set forth in the Utility's Tariffs. At the request of the Customer, alternative billing arrangements can be made if agreeable to all Parties. Such arrangements, which may include billing a third party(ies), will not relieve the Customer of its obligation to pay the Utility for all services and products provided by the Utility. A Customer returning to the Utility for energy also agrees to pay the incremental costs that are incurred by the Utility to provide energy to the Customer as set forth in the Utility's Tariffs.

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- 5.2 Prior to the taking of service hereunder, an appropriate Interval Meter owned by the Utility shall be at each Point of Delivery listed at Exhibit A. In the absence of such an Interval Meter installation shall be as set forth in Rule 16 of the Utility's Tariffs.
- 5.3 The Utility shall require a non-refundable advance as set forth in Rule 9 of the Utility's Tariffs for the estimated costs of making any changes to its facilities, including new Interval Meter installations, necessary to affect the provisions of this Agreement. Such advance shall be subject to a tax gross-up, if applicable, as set forth in NAC 704.6532 and Rule 9 of the Utility's Tariffs.
- 5.4 Each Customer shall be required to pay any costs determined by the Commission, by regulation, or as a result of the Customer's application to the Commission for service hereunder. Such costs shall be paid in the term and manner set forth by the Commission. Such costs shall include the Customer's load-ratio share of the deferred energy balance as of the effective date of this Agreement and calculated in a manner consistent with the methodology contained in Exhibit B attached hereto. If an application is not required by the Commission, such costs shall be paid in a term and manner similar to that ordered by the Commission.
- 5.5 The Utility will provide the Customer with billing-quality meter data, if so requested, in a timely manner following the Utility's monthly meter read schedule. The meter data will be provided electronically in a format that is mutually agreeable to the Parties and consistent with industry standards.

Section 6:  
Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, including attorneys fees, except as provided for in this Section. In no event shall either Party be liable to the other Party for any lost profits, lost or damaged product or data, business interruption damages, incidental, exemplary, indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action covered by the Indemnification provisions of Section 7 of this Agreement, in which event this Section 6 shall not be applicable. This limitation of liability includes errors and omissions in electronic transmission or receipt of electronic documents.

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Section 7:  
Indemnification

- 7.1 To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify and hold harmless, the other Party, and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") and at the Indemnified Party's option, the Indemnifying Party shall defend the indemnified Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.
- 7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

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7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, in accordance with legally prescribed statute of limitations, but shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8:  
Assignment and Delegation

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide service under this Agreement only to subcontractors who have complied with all licensing requirements described in applicable law, Commission rules and the Utility's Tariffs. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner, which is in conformity with that Party's obligations under this Agreement.

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Attachment 1 (Continued)

Section 9:  
Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10:  
Entire Agreement

This Agreement consists of, in its entirety, this Service Agreement and all attachments hereto and the Utility's tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties, to the extent allowed by the Commission.

Section 11  
Non-Disclosure

- 11.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement or pursuant to the application process by which the Customer is made eligible to receive service hereunder to any third party, including affiliates of such Party, without the expressed prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information.

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Attachment 1 (Continued)

11.1 (Continued)

The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

- 11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunctive relief to prohibit such disclosure. This Agreement shall not be considered to be confidential under this section.

Section 12:  
Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

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Attachment 1 (Continued)

Section 13:  
Notices

13.1 Except as otherwise provided in this Agreement or the Utility's Tariffs, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid; (c) electronic mail: or (d) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to Customer:

Contact Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

If the notice is to the Utility:

Contact Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate the person(s) to be contacted with respect to specific operational matters relating to utility service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14:  
Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

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Attachment 1 (Continued)

Section 15:  
Dispute Resolution

- 15.1 The form of this Agreement has been filed with and approved by the Commission as part of the Utility's applicable Tariffs. Except as provided in Section 15.2, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the Parties obligations hereunder shall be reduced to writing and referred to the Parties' representatives identified in Section 13 for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2.
- 15.2 If the Parties fail to reach an agreement within a reasonable period of time, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues. If the Parties fail to reach an agreement through mediation or arbitration within a reasonable period of time, the matter, if within the Commission's subject matter jurisdiction, shall, upon demand of either Party, be submitted to resolution before the Commission in accordance with the Commission's rules, regulations and procedures applicable to resolution of such disputes. This does not prohibit the Parties from pursuing an action in court for other remedies not available at the Commission. If a dispute exists hereunder, the prevailing Party, as determined by the Commission, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.

Section 16:  
Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Nevada, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the Commission is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Nevada shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

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Attachment 1 (Continued)

Section 17:  
Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather except for temperature extremes, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any notification of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and Utility's Tariffs despite occurrence of a force majeure event.

Section 18:  
Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be severable and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, or partnership or be a joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

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Section 19:  
Conflicts Between this Agreement and the Utility's Tariffs

Should a conflict exist or develop between the provisions of this Agreement and the Utility's Tariffs, as approved by the Commission, the provisions of the Utility's Tariffs if applicable shall prevail.

Section 20:  
Amendments or Modifications

- 20.1 Except as provided in Section 20.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 20.2 The Parties may amend the Agreement to conform to changes to the applicable Tariff directed or necessitated by the Commission. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, the Customer may elect to terminate this Agreement upon written notice to Utility, which shall be effective upon meeting the applicable Commission rules and regulations. The Utility retains the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for a change in the Utility's rates, charges, classification, service, principles, or any agreement relating thereto.
- 20.3 If a Customer is purchasing energy, capacity or Ancillary services from a provider other than the Utility for the Points of Delivery listed at Exhibit A, the Customer may modify such Exhibit A with a new Exhibit A, removing the Points of Delivery that the Customer desires to be provided energy, capacity or Ancillary Services by the Utility as set forth in Rule 3 of the Utility's Tariffs. Such an amendment will become effective after presentation to the Utility, as set forth in Rule 3 of the Utility's Tariffs. The Customer may also amend Exhibit A to add additional Points of Delivery provided the Customer has shown to the Utility that it has met all applicable requirements of the Commission with respect to the Customer's taking of service hereunder.

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Section 21:  
Electronic Data Interchange

- 21.1 Each Party may electronically transmit to or receive from the other Party. All electronic documents shall be transmitted in accordance industry accepted standards. The receiver of an electronic document that does not conform to the standards and guidelines industry accepted shall promptly notify the initiating party of the nonconformance.
- 21.2 Each Party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit and receive electronic documents reliably and consistent with industry accepted standards.
- 21.3 A Party shall not be deemed to have received an electronic document until the receiving Party can access the electronic document at its receipt computer. No electronic document will impose any obligation on the receiving Party unless and until it is accepted as provided in section 21.4 of this Agreement.
- 21.4 Within twenty-four (24) hours of receiving an electronic document, the receiving party shall transmit an acknowledgement to the originating party. An acknowledgement shall constitute conclusive evidence that the electronic document has been received but shall not be deemed to verify or acquiesce in the electronic document's contents.
- 21.5 An electronic document transmitted and properly received shall not impose any obligation on the receiving Party until the originating Party has received in return an acknowledgement of its receipt. The initiator of an electronic document who has not received an acknowledgement of receipt within twenty-four (24) hours of its transmission shall contact the other Party within two business days regarding the status of the transaction.
- 21.6 If a transmitted electronic document is received in an unintelligible, garbled or incomplete form, the receiving Party shall promptly notify the originating Party (if the originating Party can be identified from the received electronic document) in a reasonable manner. In the absence of such a notice, the originating Party's records of the contents of the electronic document shall control, unless the identity of the originating Party cannot be determined from the transmitted electronic document.

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Section 22:  
Audits

- 22.1 The Utility and the Customer shall each retain such specific records as may be required to support the accuracy of billing provided in their respective billings. When either Party reasonably believes that errors related to metering or billing activity may have occurred, a Party may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing (if available). Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing (if available) for usage has been breached, the requesting Party may direct that an audit be conducted. The Utility and the Customer shall designate their own employee representative or their contracted representative to audit the other Party's records.
- 22.2 Any such audit shall be undertaken by the Utility, the Customer, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. The Utility and the Customer agree to cooperate fully with any such audit.
- 22.3 Specific records to support the accuracy of billing data may require examination of billing and metering support documentation maintained by subcontractors. The Utility and the Customer are obligated to attempt to negotiate a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records.
- 22.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the amount set forth in NRS 704.655. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.

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22.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 23:  
Miscellaneous

23.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitations." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.

23.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.

23.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

23.5 To the extent that the Commission has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to transactions under this Agreement, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the Commission to conduct such audits or the scope thereof.

(Continued)

Issued: **04-01-02**

Effective: **04-01-02**

Advice No.: **268-R(2)**

Issued By:  
Mary O. Simmons  
Vice President

(N)

(N)

NEVADA POWER COMPANY  
P.O. Box 230  
Las Vegas, NV 89151  
Tariff No. 1-B  
cancels  
Tariff No. 1-A (withdrawn)

Cancelling Original

PUCN Sheet No. 34P  
PUCN Sheet No. \_\_\_\_\_

Distribution-only Service Rider  
SCHEDULE DOS

Attachment 1 (Continued)

23.6 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

23.7 The following Commission-approved agreements have been previously executed and contain provisions relating to the Customer. Nothing in this Agreement alters in any manner the terms and conditions of the existing contracts between the Customer and Utility.

<u>Name and Location of Customer</u>	<u>Execution Expiration Date</u>	<u>Commission Docket No. Authorizing Agreement</u>	<u>Type of Agreement</u>
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The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of Customer

On Behalf of Utility

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

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

(Continued)

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cancels  
Tariff No. 1-A (withdrawn)

Cancelling Original

PUCN Sheet No. 34Q  
PUCN Sheet No. \_\_\_\_\_

Distribution-only Service Rider  
SCHEDULE DOS

Attachment 1 (Continued)

Exhibit A  
Service Agreement No.: \_\_\_\_\_

**List of Points of Delivery Receiving Distribution-only Service**

Physical Location of the Point of Delivery	Utility Account No.	Name and Billing Address
--	---------------------	--------------------------

(N)

(N)

Issued: **04-01-02**

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Cancelling Original

PUCN Sheet No. 34R  
PUCN Sheet No. \_\_\_\_\_

Distribution-only Service Rider  
Schedule DOS

Attachment 1 (Continued)

Exhibit B  
Service Agreement No.: \_\_\_\_\_

**DEPARTING CUSTOMER COST CALCULATION**

Effective Date:

Account Number(s):

Calculation:

This Exhibit B shall be completed on an individual Customer basis in the following manner:

For Customers made eligible for service under Schedule DOS under NAC 704B.080, calculations shall be determined as set forth in NAC 704B.400 and 704B.410 and any applicable Commission order.

For Customers made eligible for service under Schedule DOS under NRS 704.787, methods based upon NAC 704B.400 and 704B.410 will be used and the calculations shall be negotiated between the Customer and the Utility and accepted by the Commission.

Once completed, this Exhibit B will become a part of the Agreement.

(N)

(N)

Issued: **04-01-02**

Effective: **04-01-02**

Advice No.: **268-R(2)**

Issued By:  
Mary O. Simmons  
Vice President