

ELECTRIC SERVICE SCHEDULE NO. 71 - Continued

SPECIAL CONDITIONS: *(continued)*

7. Customers participating in this program may shift load to hours outside of any Exchange Event, but may not shift load to other facilities served by the Company or purchase replacement production from another facility served by the Company during any Exchange Event.
8. Third Party Management. The Company may utilize a third party to provide program management support for this schedule. The Company reserves the right to provide the Customer's energy consumption data to a third party for the purpose of managing this program.
9. Failure to Comply during an Exchange Event. The Company may take the following action if a Customer pledges, but does not reduce electricity usage per their curtailment pledge during an Exchange Event:
 - 1st occurrence of noncompliance – The Customer shall provide the Company with a written explanation for noncompliance within 21 days at the conclusion of the Exchange Event.
 - 2nd occurrence of noncompliance – The Company will limit the Customer's Baseline Service Level.
 - 3rd occurrence of noncompliance – The Company will remove the Customer from the Energy Exchange program.
10. Early Termination. If the Customer is terminated from this program, the Customer shall be responsible for reimbursing the Company for setup costs associated with enrolling the Customer in this program. Setup costs include, but are not limited to, labor costs associated with enrolling the Customer in this program.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.