
ELECTRIC SERVICE SCHEDULE NO. 6B – Continued

POWER FACTOR: The On-Peak Power Charge is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging, the On-Peak Power, as recorded by the Company's meter, will be increased by $\frac{3}{4}$ of 1% for every 1% that the Power Factor is less than 90%

TIME PERIODS:

On-Peak: 7:00 a.m. to 11:00 p.m., Monday thru Friday, except holidays.
Off-Peak: All other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005 the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

LOAD SHIFTING NOTIFICATION: Customers electing this Schedule shall make a best effort to inform the Company of any planned shifting of demand from on-peak to off-peak periods.

FORCE MAJEURE: Neither Company nor Customer shall be subject to any liability or damages for inability to provide or receive service to the extent that such failure shall be due to causes beyond the control of either Company or Customer, including but not limited to the following: (a) operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the minimum Billing Demand that would otherwise be applicable under this Schedule shall be waived and the Customer will have no liability for service until such time as the Customer is able to resume service, except for any term minimum guarantees designed to cover special facilities extension costs. The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

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.