

December 19, 2022

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation  
Filing of CAISO Service Agreement No. 7499  
Docket No. ER23-\_\_\_\_-000**

Dear Secretary Bose:

The California Independent System Operator Corporation (“CAISO”) submits for filing and acceptance the Hosted Advanced Network Application Service Agreement, dated November 17, 2022, between the CAISO and the El Paso Electric Company (“El Paso”)<sup>1</sup>. The Agreement sets forth the terms under which the CAISO will provide Hosted Advanced Network Application (“HANA”) services to El Paso. Under the Agreement, El Paso will pay the CAISO an annual service fee for HANA services during the initial three year term of the Agreement.

The CAISO respectfully requests that the Commission accept the Hosted Advanced Network Application Service Agreement. The Agreement provides HANA services to El Paso that include real-time contingency analysis, real-time state estimator (“SE”), and a visualization tool that provides a one-line diagram of the network model. In addition, El Paso will have the option to use the network analysis study capability, if desired. The CAISO requests an effective date for the Agreement of March 1, 2023 to coincide with the date on which El Paso will begin to take HANA services from the CAISO.

## **I. Background**

In its role as a Reliability Coordinator (“RC”), the CAISO provides reliability coordinator services, and certain supplemental services, to its RC customers according to a Reliability Coordinator Services Agreement. The supplemental services include hosted advanced network applications that leverage the

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<sup>1</sup> The CAISO submits the Hosted Advanced Network Application Service Agreement pursuant to Rule 205 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.205 and Section 205 of the Federal Power Act, 16 U.S.C. § 824d.

CAISO's existing technology and expertise. This HANA service consists of a web-based interface that allows customers to view ratings, contingencies, remedial action schemes, and one-line diagrams, along with real-time state estimation and real-time contingency assessments. These supplemental services are separate from the reliability coordinator service, and each RC customer may elect whether or not to take, on an a la carte basis, any supplemental service offered by the CAISO.

Since the CAISO began to offer HANA services to its RC customers, some of its Western Energy Imbalance Market ("WEIM") customers that are not RC customers also expressed interest in receiving these services. These customers include entities who are onboarding their systems into the CAISO WEIM and who would benefit from accessing HANA services to assist in WEIM onboarding and ongoing knowledge of the real-time network status after implementation.

For example, during the CAISO's WEIM onboarding process, a WEIM customer's network applications are compared to the CAISO's application to ensure that the solutions are consistently similar. Specifically, the CAISO takes snapshots of the actual telemetry and SE/power flow solution from the CAISO and WEIM entity systems and compares this data to assess the performance against the thresholds of the WEIM readiness criteria. For WEIM entities who do not use the CAISO as its RC, the CAISO is willing to offer HANA access so that the SE power flow solution snapshots can be compared with the WEIM Entity's RC SE and power flow data. Access to HANA also will allow these WEIM entities to verify that their RC's power flow solution is the same as the CAISO's power flow and to monitor the power flow solution to help identify rating mismatches between their RC and the CAISO. In doing so, HANA access will help ensure safe and reliable operations in the Western Interconnection across the two RCs.

As an onboarding WEIM customer, El Paso expressed interest in obtaining HANA services from the CAISO. After further discussions with El Paso, the parties negotiated and executed a Hosted Advanced Network Application Service Agreement, whereby the CAISO has agreed to provide HANA services to El Paso in exchange for an annual service fee, discussed in detail below. This Agreement allows El Paso to access the HANA web-based interface to ensure consistent power flow solutions between the CAISO and its RC and to help avoid rating mismatches, thus, furthering NERC reliability objectives.

## **II. The Hosted Advanced Network Application Service Agreement**

The Hosted Advanced Network Application Service Agreement details the contractual terms, including the scope of services and the fee, under which the

CAISO will provide HANA services to El Paso. The fundamental purposes served by the Agreement are described below.

**A. The Agreement Establishes the Parties' Respective Responsibilities**

The Hosted Advanced Network Application Service Agreement establishes the respective obligations of the CAISO and El Paso, which are set forth in Article II.

Specifically, the CAISO is responsible for offering the following HANA services, which El Paso may elect at its discretion:

- (1) Visualization services, which include (i) full visualization of Real-time Contingency Analysis ("RTCA"); (ii) read-only access to review RTCA; (iii) read-only access and view Real-Time State Estimator application; and (iv) visualization using network model on-line diagrams.
- (2) Study user subscription, which include: (i) full network analysis study capability; and (ii) access and ability to perform power flow and contingency analysis studies utilizing the CAISO's advanced network applications. To receive study user services, the El Paso is required to take the visualization service because the visualization service is the foundation needed to have the functionality for the study user services.

The CAISO will invoice El Paso when the services commence and each year thereafter on the anniversary date of the Agreement. Payment for services will be due within 21 business days of the invoice date. The CAISO will continue to invoice El Paso for the HANA services annually during the initial 3-year commitment period and each year thereafter until the service has been terminated in accordance with the Agreement.

The CAISO is only responsible for modeling El Paso's bulk electric system to be used in the HANA services. The number of contingencies within El Paso's Balancing Authority Area that will be modeled in the HANA services will be mutually agreed upon by the parties before commencing the services.

El Paso is responsible for notifying the CAISO as to which HANA services it desires to take 90 days prior to the start date of the services. El Paso is also responsible for communicating any concerns or questions regarding the HANA services to the CAISO through its CIDI system.<sup>2</sup>

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<sup>2</sup> CIDI is a CAISO software system that allows customers to submit customer service questions to the CAISO.

## **B. The CAISO Will Charge El Paso Fees in Exchange for the HANA Services**

The Hosted Advanced Network Application Service Agreement specifies that El Paso will pay certain related fees in exchange for the HANA services. The charges for the HANA services will be based on the direct costs incurred by the CAISO to provide these services. The setup fee is a one-time charge of \$35,000 that will be charged over the initial 3-year term in equal annual installments. The CAISO will also recover an annual administrative fee to cover the CAISO's costs to support and host the service. The CAISO annual administrative fee is \$45,000 per customer. The CAISO support includes hardware costs for hosting the service, operation and maintenance, technical support, security and administrative costs. The fees being assessed to El Paso are the same as if they were a CAISO RC customer. The pricing of the setup fee and annual administrative charge are subject to change consistent with Appendix F, Schedule 1, Part A of the CAISO Tariff.

As an additional option, El Paso may elect a HANA study users subscription. The subscription is available for a fee based on the vendor software license costs incurred by the CAISO. The initial pricing is \$60,000 per year and includes (four) concurrent study user subscriptions; additional user pricing is \$5,000 per user per year. The annual study user subscription pricing is fixed during the period of September 1, 2019 through September 30, 2023 and escalates annually by two percent (2%) beginning October 1, 2023.

## **C. Other Provisions**

The Hosted Advanced Network Application Service Agreement includes a variety of standard provisions that round out the parties' commitments. These include termination (Section 3.2), confidentiality (Section 4.1), dispute resolution (Section 5.1), representations and warranties (Section 6.1), limitations of liability (Section 7.1), governing law and venue (Section 9.4), and certain miscellaneous provisions.

## **III. Effective Date**

The CAISO requests that the Hosted Advanced Network Application Service Agreement be made effective March 1, 2023.

## **IV. Service**

The CAISO has served copies of this filing upon all scheduling coordinators, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

Enclosed for filing is each of the following:

- (1) This letter of transmittal; and
- (2) Hosted Advanced Network Application Service Agreement (Attachment A).

## **V. Correspondence**

The CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

John E. Spomer\*  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 804-0389  
E-mail: jspomer@caiso.com

\* Individual designated for service pursuant to Rule 203(b)(3),  
18 C.F.R. § 203(b)(3).

## **VI. Conclusion**

The CAISO respectfully requests that the Commission accept this filing and permit the Hosted Advanced Network Application Service Agreement, CAISO Service Agreement No. 7499, to be effective March 1, 2023. If there are

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any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

**By: /s/ John E. Spomer**

Roger E. Collanton

General Counsel

John Anders

Assistant General Counsel

John E. Spomer

Senior Counsel

California Independent System

Operator Corporation

250 Outcropping Way

Folsom, CA 95630

Tel: (916) 804-0389

Fax: (916) 608-7222

[jspomer@caiso.com](mailto:jspomer@caiso.com)

Attorneys for the California Independent  
System Operator Corporation

**Attachment A – Clean Executed Agreement**  
**HANA Service Agreement with El Paso Electric Company**  
**California Independent System Operator Corporation**  
**December 19, 2022**

**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**El Paso Electric Company**

**HANA SERVICE AGREEMENT**

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## HOSTED ADVANCED NETWORK APPLICATION (HANA) SERVICE AGREEMENT

**THIS AGREEMENT** is dated 17th day of November, 2022 and is entered into, by and between:

(1) **El Paso Electric Company** (the "HANA User"), having its offices located at 100 North Stanton, El Paso, Texas 79901 ;

and

(2) **California Independent System Operator Corporation ("CAISO")**, a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate.

The HANA User and the CAISO each may be referred to collectively as the "Parties" or individually as a "Party".

### WHEREAS:

- A. The HANA User is a party to a Western Energy Imbalance Market ("WEIM") Implementation Agreement ("Implementation Agreement") with CAISO;
- B. The HANA User is registered with and certified by NERC as a Balancing Authority and has requested to take Hosted Advanced Network Application ("HANA") service from the CAISO;
- C. The CAISO offers HANA services pursuant to a Software Subscription Agreement Managed Service Provider ("Subscription Agreement") between CAISO and Siemens Industry, Inc. ("Siemens");
- D. The HANA User has determined that there is a need for it to use the HANA Services during its WEIM onboarding process and also after the HANA User is implemented into the WEIM; and

- E. The CAISO agrees to provide HANA Services to the HANA User in accordance with this HANA Service Agreement (“Agreement”).

NOW, THEREFORE, in consideration of and subject to the mutual covenants set forth herein **THE PARTIES AGREE** as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** All capitalized terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.
- 1.1.1 CAISO Tariff:** The CAISO electric tariff, as amended from time to time.
- 1.1.2 CIDI:** The CAISO’s Customer Inquiry Dispute and Information System can be found on the CAISO’s Market Participant Portal and is used by stakeholders for all issues, concerns or questions a customer may have with respect to any CAISO application, process, or event.
- 1.1.3 Confidential Information:** Documents, materials, data, or information (“Data”) provided to it by any other Party that reflects or contains: (a) Data treated as confidential or commercially sensitive under the confidentiality provisions of Section 20 of the CAISO Tariff; (b) Critical Energy Infrastructure Information, as defined in Section 388.113(c)(1) of FERC’s regulations; (c) Critical Electric Infrastructure Information defined in Section 215A of the Federal Power Act and regulations published by the Department of Energy; (d) pricing of third party vendor software costs for services under this Agreement; or (e) technical information and materials that constitute valuable, confidential, and proprietary information, know-how, and trade secrets belonging to a Party, including, but not limited to, information relating to drawings, maps, reports, specifications, and records and/or software, data, computer models, and related documentation.
- 1.1.4 FERC:** The Federal Energy Regulatory Commission.
- 1.1.5 HANA Services:** The web-based Hosted Advanced Network Analysis Services provided by the CAISO under this Agreement.
- 1.2 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:

- (a) if there is any inconsistency between this Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) "includes" or "including" shall mean "including without limitation";
- (e) references to a Section, Article or Schedule shall mean a Section, Article or a Schedule of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

## ARTICLE II

### GENERAL RESPONSIBILITIES OF THE PARTIES

**2.1 HANA Services.** The CAISO agrees to provide HANA Services to the HANA User for a fee and pursuant to the terms set forth in this Agreement.

**2.1.1** HANA Services consist of the following:

- (a) Visualization services, which include (i) full visualization of Real-time

Contingency Analysis ("RTCA"); (ii) read-only access to review RTCA; (iii) read-only access and view Real-Time State Estimator application; and (iv) this includes visualization using network model on-line diagrams.

- (b) Study user services, which include: (i) full network analysis study capability; (ii) access and ability to perform powerflow utilizing CAISO's advanced network applications; and (iii) access and ability to perform contingency analysis studies utilizing CAISO's advanced network application. To receive study user services, the HANA User is required to take the visualization service because the visualization service is the foundation needed to have the functionality for the study user services.

**2.2 Initial Commitment and Term.** If the HANA User elects to receive HANA Services, the HANA User agrees to pay for three (3) years of services regardless of whether it takes HANA Services for the entire three (3) year term ("Initial Subscription Term") and will be invoiced one-third of that amount annually during the Initial Subscription Term. Thereafter, the HANA User will be invoiced annually for HANA Services as described in Section 2.4.

**2.3 Notification of Election.** The HANA User shall notify the CAISO ninety (90) calendar days in advance of the HANA User's requested start date of initial HANA Services as to which HANA Services the HANA User desires to take. The start date of the Initial Subscription Term will establish the anniversary date for the minimum three years of taking the HANA Services and the billing date.

**2.3.1** Each subsequent year after the Initial Subscription Term, the HANA User will notify the CAISO in writing ninety (90) calendar days in advance of the anniversary date of the HANA Services as to which HANA Services it is electing to take for the following calendar year. If the HANA User does not provide such notice to the CAISO ninety (90) calendar days in advance of the anniversary date of the HANA Services, the CAISO will continue to provide the HANA User with the same HANA Services it is providing to the HANA User during the then current year (each a "Renewal Term").

**2.4 HANA Service Costs.** All HANA Services subscription costs, and any changes thereto, are provided on the secure HANA website.

**2.5 Invoice and Payment Process.** The CAISO will invoice the HANA User for HANA Services twenty-one (21) Business Days prior to when the services commence. Each year thereafter, the CAISO will invoice the HANA User for HANA Services twenty-one (21) Business Days prior to the anniversary date of when the HANA User first began to receive HANA Services. Payment for HANA Services will be due within twenty-one (21) Business Days of the invoice date.

## **2.6 Additional Terms.**

- 2.6.1** The CAISO is only modeling the HANA User's bulk electric system to be used in the HANA Services.
- 2.6.2** The HANA User will communicate any issues, concerns, or questions regarding the HANA Services to the CAISO through CIDI; the CAISO will respond through CIDI in turn.
- 2.6.3** The number of contingencies within the HANA User's Balancing Authority Area that will be modeled in the HANA Services will be agreed upon by the Parties in advance of commencing the HANA Services.

## **ARTICLE III**

### **TERM AND TERMINATION**

- 3.1 Effective Date.** This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC ("Effective Date"). The Agreement will remain in full force and effect for three (3) years from the Effective Date ("Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew and shall remain in full force and effect until terminated pursuant to Section 3.2 of this Agreement.
- 3.2 Termination**
  - 3.2.1 Termination by CAISO.** In the event that the HANA User commits any material default under this Agreement which, if capable of being remedied, is not remedied within sixty (60) days after the CAISO has given, to the HANA User, written notice of the default, the CAISO may terminate this Agreement at any time upon thirty (30) days prior written notice of termination. Any outstanding financial right or obligation or any other obligation under the CAISO Tariff of the HANA User that has arisen while that HANA User was receiving services under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, will survive until satisfied. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by the CAISO with FERC will be considered timely if the filing of the notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. This Agreement shall terminate upon acceptance by FERC of such a notice of termination. For avoidance of doubt, if the CAISO terminates the Agreement under this Section 3.2.1 prior to expiration of the Initial Subscription Term, the HANA User will still be required to pay the HANA Services charge for the remainder of the Initial Subscription Term.

**3.2.2 Termination by HANA User.** After the Initial Subscription Term, the HANA User may terminate this Agreement, without penalty, by giving the CAISO not less than ninety (90) days in advance written notice of each Renewal Term. After the Initial Subscription Term, if the HANA User gives the CAISO less than ninety (90) days written notice prior to a Renewal Term, the HANA User will be charged an amount equal to the balance of the HANA User Charge remaining on the ninety (90) days required notice period. Any outstanding financial right or obligation or any other obligation that has arisen while the HANA User was receiving services under this Agreement, and any provision of this Agreement necessary to give effect to such right or obligation, will survive until satisfied. With respect to any notice of termination given pursuant to this Section, the CAISO must timely file a notice of termination with FERC. For entities defined under Section 201(f) of the Federal Power Act, 16 U.S.C. 824(f), termination will be effective upon twelve (12) months' notice irrespective of acceptance by FERC.

#### **ARTICLE IV CONFIDENTIALITY**

**4.1 Confidentiality.** Each Party's Confidential Information will be treated in accordance with the Western Interconnection Data Sharing Agreement, the Implementation Agreement, and Section 20 of the CAISO Tariff and any other applicable confidentiality rules such as provided in the NERC Rules of Procedure, or data sharing agreements in effect between the Parties, which section is incorporated by reference.

#### **ARTICLE V DISPUTE RESOLUTION**

**5.1 Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the HANA User and references to the CAISO Tariff shall be read as references to this Agreement.

#### **ARTICLE VI REPRESENTATIONS AND WARRANTIES**

**6.1 Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

- 6.1.1 Information Exchange.** All information, including Confidential Information provided by any Party under this Agreement, is accurate to the extent of the providing Party's knowledge. The receiving Party receives the information "as is" and with the understanding that the information is accurate to the best of the providing Party's knowledge at the time of receipt.
- 6.2 No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

## **ARTICLE VII LIABILITY**

- 7.1 Liability.** Except as expressly provided in this Agreement, neither Party, nor any of its directors, officers, employees, consultants or agents will be liable to the other Party under any circumstances, whether any claim is based in contract in tort, in equity for any punitive, or otherwise, for any special, consequential, indirect or incidental damages of any nature whatsoever, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, or for any costs or expenses (including legal expenses) arising out of or in connection the performance or non-performance of its obligations under this Agreement.
- 7.2 No Third-Party Enforcement.** No third-party will be entitled to enforce this Agreement against any Party hereto. This Agreement is made and entered into for the sole protection and legal benefit of the Parties. No other Person will be a direct or indirect legal beneficiary, or have any direct or indirect cause of action or claim in connection with, this Agreement. No other Person will be a third-party beneficiary under this Agreement.
- 7.3 Recovery for Third-Party Indemnity.** To the extent that the CAISO suffers any loss as a result of any third-party claims arising out of the performance of this Agreement, the CAISO will be entitled to seek recovery of such loss through Section 14.4 of the CAISO Tariff, except that any reference in Section 14.4 of the CAISO Tariff to Market Participants will be read to include a reference to the HANA User and references to the CAISO Tariff will be read to include a reference to this Agreement.

## ARTICLE VIII UNCONTROLLABLE FORCES

- 8.1 Uncontrollable Forces Tariff Provisions.** The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to the HANA User and references to the CAISO Tariff shall be read as references to this Agreement.

## ARTICLE IX MISCELLANEOUS

- 9.1 Assignments.** Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 9.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement will be deemed properly served, given, or made: (a) upon delivery if delivered in person, (b) five (5) days after deposit in the mail if sent by first class United States mail, postage prepaid, (c) upon receipt of confirmation by return e-mail if sent by e-mail, or (d) upon delivery if delivered by prepaid commercial courier service, and unless otherwise stated or agreed must be made to the representative of the other Party indicated in Schedule 1. A Party must update the information in Schedule 1 of this Agreement as information changes. Such changes will not constitute an amendment to this Agreement.
- 9.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.
- 9.4 Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the



FERC.

- 9.5 Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 9.6 Merger.** This Agreement constitutes the complete and final agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- 9.7 Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect, and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 9.8 Records.** The CAISO shall maintain records and accounts of all costs incurred in sufficient detail to allow verification of all costs incurred, including associated overheads. The HANA User shall have the right, upon reasonable notice, within a reasonable time at the CAISO's offices and at its own expense, to audit the CAISO's records as necessary and as appropriate in order to verify costs incurred by the CAISO. Any audit requested by the HANA User shall be completed, and written notice of any audit dispute provided to the CAISO representative, within one hundred eighty (180) calendar days of the termination of this Agreement.
- 9.9 Amendments.** This Agreement may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms, and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the HANA User shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA

and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

**9.10 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**California Independent System Operator Corporation**

By: DocuSigned by:  
Neil Millar  
Name: Neil Millar  
Title: Vice President Infrastructure and Ops Planning  
Date: 11/17/2022

**El Paso Electric Company**

By: DocuSigned by:  
David C. Hawkins  
Name: David C. Hawkins  
Title: Vice President  
Date: 11/17/2022

APPROVED AS TO FORM  
OFFICE OF THE GENERAL COUNSEL [Signature]

**SCHEDULE 1**

**NOTICES**

**(Section 9.2)**

**HANA User**

Name of Primary Representative: Office of the General Counsel  
Title: N/A  
Company: El Paso Electric Company  
Address: 100 N Stanton Street  
City/State/Zip Code: El Paso, Texas 79901  
Email address: epelegal@epelectric.com  
Phone: N/A

Name of Alternative Representative: Louie Gonzalez  
Title: Contract Negotiator  
Company: El Paso Electric Company  
Address: 100 N Stanton Street  
City/State/Zip Code: El Paso, Texas 79901  
Email address: louie.gonzalez@epelectric.com  
Phone: 915-521-4762

**CAISO**

Name of Primary Representative: Regulatory Contracts  
Title: N/A  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: RegulatoryContracts@caiso.com  
Phone: (916) 351-4400

Name of Alternative Representative: Christopher J. Sibley  
Title: Manager, Regulatory Contracts  
Address: 250 Outcropping Way  
City/State/Zip Code: Folsom, CA 95630  
Email address: csibley@caiso.com  
Phone: (916) 608-7030