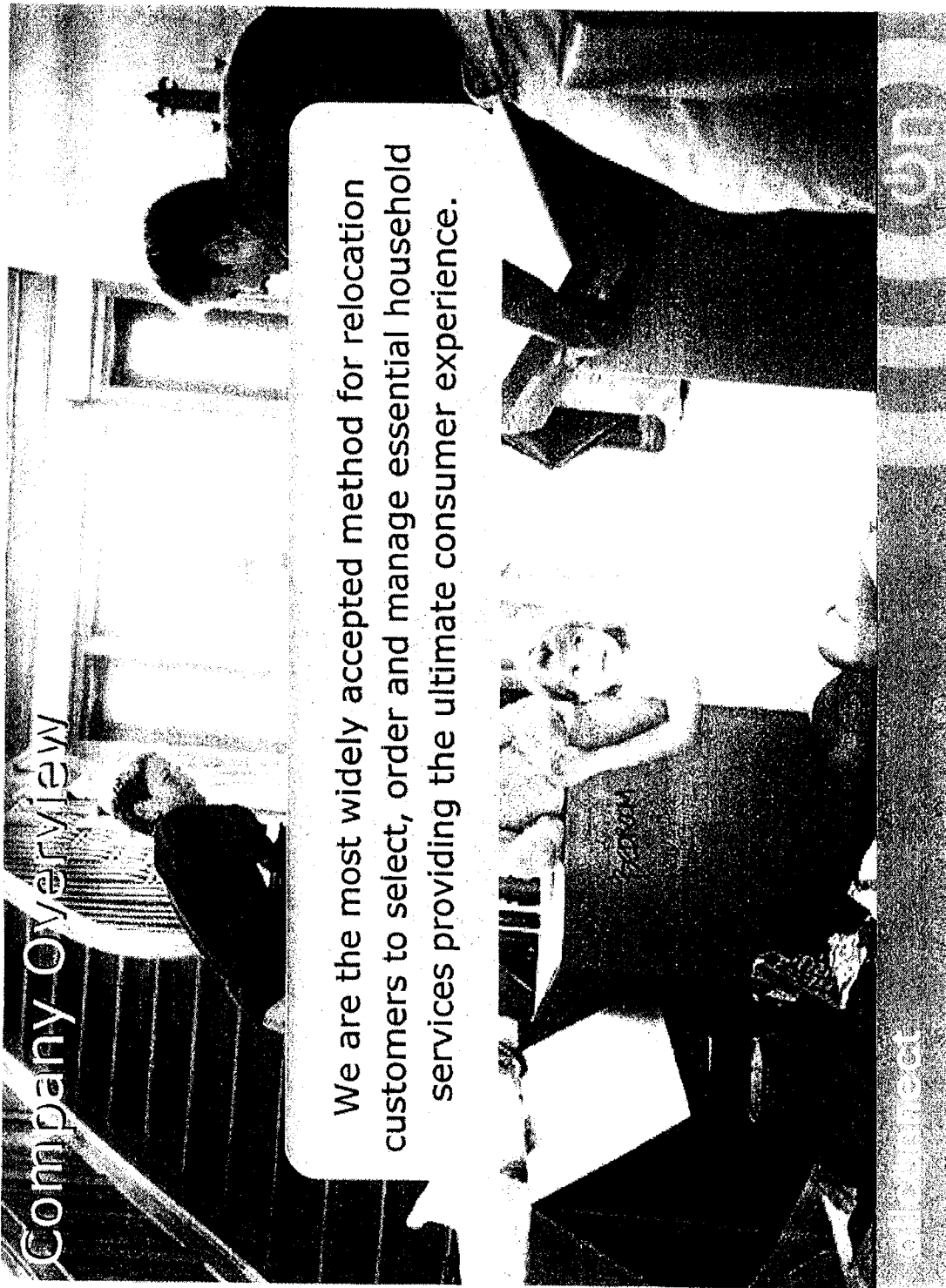


PSE Attachment 1





Company Overview

We are the most widely accepted method for relocation customers to select, order and manage essential household services providing the ultimate consumer experience.

colleagues

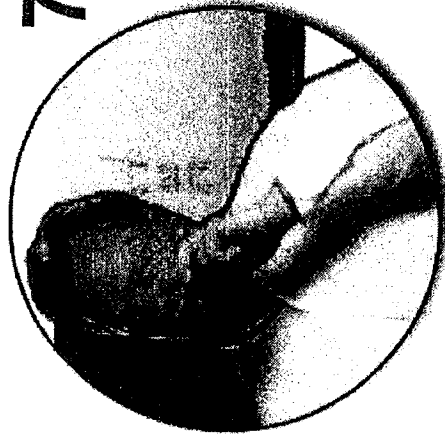
Company Overview

- We are the leading provider of household “connection” services
- Headquartered in Atlanta, Georgia with call centers in Atlanta and St. George, Utah
- 415 employees
- We will serve almost 3.5 million movers in 2006, nearly 20% of all relocating households in the U.S., including about 50,000 in Puget territory

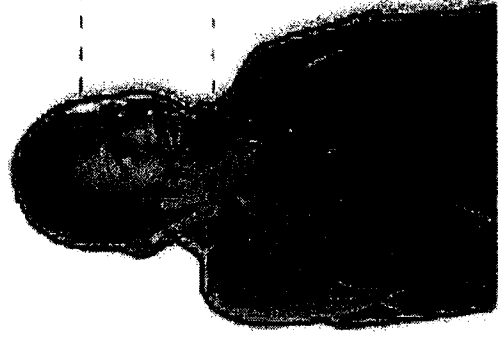
allconnect

3

The Role of the Electric Utility



70% of movers call the electricity company first



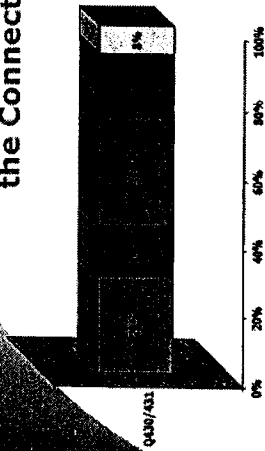
Then the customer has to make many more calls!

allconnect

Consumer Benefit

(From Harris Interactive 2006 polling)

Q430/431 How much time do you think you saved using the Connections program?



■ >30 Min. ■ 30-59 Min. ■ 1-2 Hrs. ■ 2-3 Hrs. □ 3+ Hrs.

- Of people responding with a time, 90% thought the Allconnect service saved them time
- 58% thought the service saved them over 1 hour
- 8% thought the service saved them over 3 hours

Customers tell us we've saved them over 10 million hours!

That's...	41,667	5,952	1,488	124
	days	weeks	months	Years!

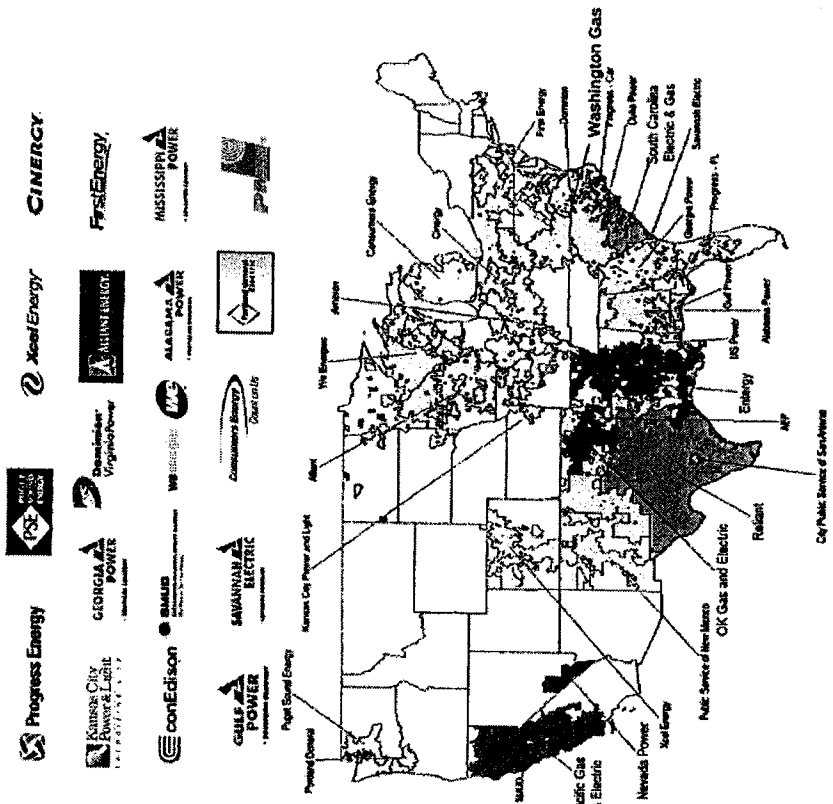
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Company Overview

We have business relationships with 46 of the nation's largest electric companies operating in 27 states

We have built long-term relationships with more than 125 service providers for our movers, such as Bellsouth, Qwest, Comcast, Time Warner...

Based on Voice of the Customer research, in 2006, we are connecting our mover customers with additional relevant services through new "touch points"



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Benefits to the Utility are Significant

Increase Customer Satisfaction:

- ✓ Free Connections program delights customers at a critical contact point.
- ✓ Increases satisfaction with the electric order (confirmation model)
- ✓ Digital recordings of 99+% of all calls.

Low Capital Investment Followed By Accretive Financial Impact

- ✓ Project carries low risk with high probability of success
- ✓ Requires no increase in rates

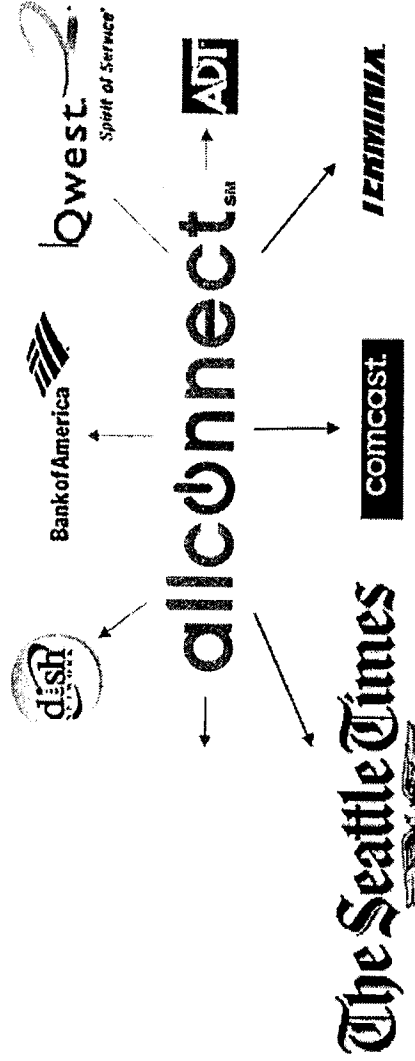
Reduce Costs:

- ✓ Allconnect can provide automated new phone number uploads to the utility, resulting in call handling efficiencies and maximizing automated outage notification call handling.
- ✓ Eliminates the need for electric company CSR's to provide information on other service providers that customers often inquire about.
- ✓ Corrects data entry errors (confirmation model)
- ✓ Data accuracy and new premise phone number enhances "past due" collection process.

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The Role of Service Providers

We connect thousands of consumers to trusted brands every day

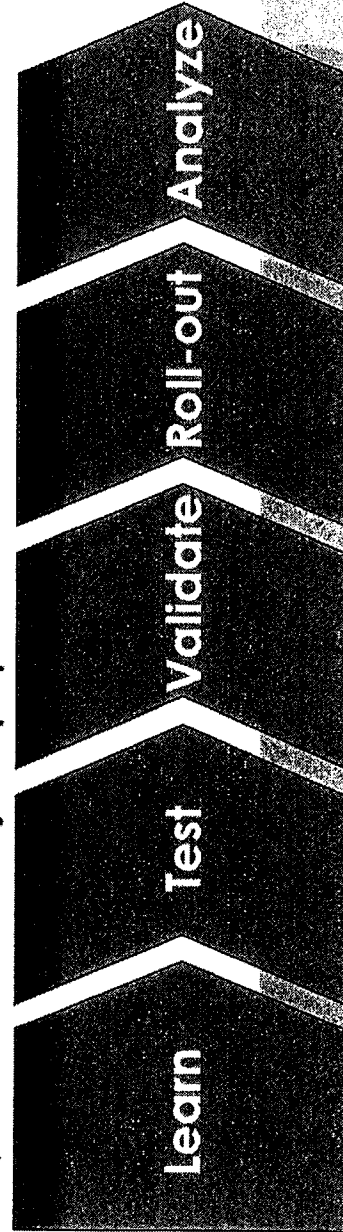


We offer consumers consultation and choice for home services at their new residence

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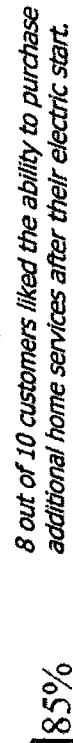
Allconnect is a Customer Satisfaction Program

- ⌚ The foundation of our business model is customer satisfaction....without that, our business does not exist.
- ⌚ We start with product development based on the Six-Sigma concept of "Voice of the Customer". We polled over 200,000 movers (including both customers and non-customers) to provide us with unbiased empirical evidence of what services customers want from Allconnect and how they want them delivered.
- ⌚ Six Sigma instills a culture of continuous improvement.
- ⌚ Quality Assurance processes continue to evolve and mature as our business grows. For example, in 2006 we will add capabilities to allow each customer to participate in an after call survey.
- ⌚ Allconnect Customer Satisfaction is validated by rigorous measurement processes conducted by multiple parties



Product Design Approach and Quality Assurance Processes Drive Customer Satisfaction Results: 4th Quarter 2005 Survey of Puget Sound Energy Customers

Q1...During your call, to what extent did you like or dislike being able to purchase additional home services?



8 out of 10 customers liked the ability to purchase additional home services after their electric start.

Mean score: 7.6

Q2...How did the opportunity to purchase additional home services influence your perception of your electric utility company?
For 9 of 10 customers, the opportunity to purchase additional home services left a positive perception of Puget Sound Energy



Mean score: 7.4

Q3...Overall, how satisfied were you with the representative that assisted with your home services?



Almost 9 out of 10 customers were quite satisfied with the Allconnect rep.

Mean score: 8.3

Q4...How likely are you to use Allconnect for your moving needs in the future?



8 out of 10 customers said they would use the Allconnect service again.

Mean score: 7.5

Q5...How likely are you to recommend that your friends and relatives use Allconnect to help them with their future moves?



8 out of 10 PSE customers would recommend Allconnect for future moves.

Mean score: 7.2

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Data Security and Privacy Protection

- ⤵ Dual firewall layers
- ⤵ Database encryption; Access to database only through defined applications
- ⤵ Locked-down desktops without removable media
- ⤵ Privacy Policy does not allow distribution of customer data to third parties without express permission
- ⤵ Intrusion detection monitored by Fidelity Information Services Network Operating Center
- ⤵ Security compliance certified by TrustWave

No security breach in 7 years of existence

allconnect

Summary

The Voice of the Customer will lead us in everything we do.

We are:

- ⦿ Redefining convenience by giving consumers flexibility in how they do business with us: phone, web, email, mail.
- ⦿ Redefining choice by allowing consumers to select among many “Mover” related Product categories and Service Providers.
- ⦿ Redefining connected by delivering something of value to each and every mover.

Through our Voice of the Customer program and Six Sigma standards, we are focused on setting benchmarks for Quality Control Processes and Customer Satisfaction Ratings for call center centric business activity.

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PSE Attachment 2

**ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT**

This Master Agreement (this "Agreement"), by and between Allconnect, Inc., Inc., a Delaware Corporation "Allconnect, Inc.", located at 6255 Barfield Road, Suite 200, Atlanta, Georgia 30328 ("Allconnect, Inc."), and the Service Provider identified below ("PSE, Inc."), includes attached Listing Program Schedule, mutually agreed to, together with any additional schedules and exhibits referred to in this Agreement and mutually agreed to in writing in the future.

Service Provider Name: Puget Sound Energy (PSE)
Service Provider Address: 411-108th Ave. NE OBC-03N
PO Box 97034, 98009
Bellevue, WA 98004-5515
Service Provider Name: PSE, INC.
Authorized Contact: Tom Shannon
Tel: 425-424-6561
Fax: 425-424-6537
e-mail: tshann@puget.com
Date of Agreement: September 26, 2001

TERMS AND CONDITIONS

1.0 Recitals.

1.1 PSE, Inc.(PSE) provides the Services described in Schedule 5 – Products and Placed Customer Fees to residential customers in the Territory.

1.2 Allconnect, Inc. provides information to residential customers in the Territory (as defined in Schedule 5) concerning services such as the Services offered by PSE, and assists residential customers in selecting and ordering such services.

1.3 This Agreement sets forth the terms and conditions pursuant to which Allconnect, Inc. shall be authorized to inform residential customers in the Territory about PSE's Services, to accept on PSE's behalf applications for Services, and to transmit orders for Services to PSE.

1.4 This Agreement sets forth the terms and conditions pursuant to which the PSE will transfer moving household customers to Allconnect, Inc.'s call center to connect utility and communications services.

2.0 Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meaning set forth in this Section 2.

"Confidential Information" has the meaning set forth in section 7 of this Agreement.

"Default Event" means, with respect to any party: (i) the application for or adjudication in, bankruptcy or similar events under the insolvency law of any jurisdiction, which application or

adjudication is not withdrawn or dismissed within sixty (60) days; (ii) the insolvency, dissolution or liquidation under the law of any jurisdiction; (iii) an appointment of a receiver, trustee or other custodian; (iv) assignment for the benefit of creditors; (v) the taking of any corporate or other action to authorize, or in furtherance of, any of the foregoing; or (vi) the discontinuation of regular operations or businesses.

"Existing Customer" means a Potential Customer who currently receives Services or has, within the three (3) month period immediately preceding the date the Potential Customer contacts Allconnect, Inc., received Services from PSE, whether or not such Services were ordered through Allconnect, Inc..

"Placed Customer," means any Potential Customer who is the subject of an Order Form submitted by Allconnect, Inc. and, if related to a New Service Order, to whom PSE commences providing Services at any time within three (3) months following the date Allconnect, Inc. submits an Order Form.

"Potential Customer" means any residential customer in the Territory who contacts Allconnect, Inc. to inquire about, request or order Services.

"Service Commencement Date" means the date on which the PSE installs, starts or otherwise commences providing Services to a Placed Customer.

"Services" means any or all of the services offered by PSE to residential customers in the Territory at the current prices and service plans and in accordance with the terms and conditions set forth on Schedule 5 – Products and Placed Customer Fees to this Agreement, as the same may be modified or amended from time to time by PSE to add new or additional Services or to modify the pricing or service plan schedule.

"New Customer Order" means a customer that has never been a PSE customer.

"Stop Service Order" means an order for the termination of any Services placed with PSE by Allconnect, Inc. on behalf of an Existing Customer or Potential Customer.

"Territory" means the geographic areas in which PSE offers Services, as set forth on Schedule 5 – Products and Placed Customer Fees, as the same may be modified or amended from time to time by PSE upon not less than thirty (30) days advance written notice to Allconnect, Inc..

"Switch Service Order" means an order for the transfer of any of Services from one residential location to another in the Territory placed with PSE by Allconnect, Inc. on behalf of an Existing Customer or Potential Customer.

3.0 Services to be Performed by Allconnect, Inc.; PSE Obligations

3.1. During the term of this Agreement, Allconnect, Inc. agrees to inform Potential Customers of PSE's Services in accordance with PSE's then-current list of Services and pricing schedule. Allconnect, Inc. shall be responsible for providing its services by qualified personnel in a professional manner. ALLCONNECT, INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 For each Potential Customer who requests services by PSE, Allconnect, Inc. shall complete and transmit an Order Form to PSE. For each Order Form received by PSE before 3:00 PM PST, PSE shall transmit a receipt and confirmation to Allconnect, Inc. by 12:00 PM EST the

Confidential

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next business day. All Order Forms and confirmations shall be transmitted electronically by a means and method agreed to by the parties.

3.3 PSE agrees to accept Service Orders from and provide Services to each Potential Customer who is the subject of a properly submitted Order Form, an accurate list of service and pricing schedule, and in accordance with the terms of such placed customer's Order Form. The parties agree that any Placed Customer who receives Services from PSE shall be considered a customer of both parties, and either party shall be free to solicit such customer for any other purpose, mutually agreeable to both parties, not inconsistent with or in contravention of this Agreement. PSE and Allconnect, Inc. shall keep and maintain adequate records of Placed Customers, which records shall be subject to review and audit by Allconnect, Inc. and PSE during regular business hours upon reasonable notice to PSE.

3.4 Placed Customers obtaining Services directly from PSE and existing customers of PSE shall be considered a customer of PSE until they have contacted Allconnect, Inc. directly or have been transferred to Allconnect, Inc. through PSE. Prior to such contact, PSE shall retain ownership of data unique to the customer that has been previously obtained by PSE in connection with the customer's obtaining service from PSE. Upon request of Allconnect, Inc., PSE may in its sole discretion decide to share customer data with Allconnect, Inc. for Customer who have obtained service directly from PSE and have chosen not to be transferred to Allconnect, Inc. to obtain other services.

4.0 Promotional Materials; Service Provider Support and Assistance

4.1 PSE will supply Allconnect, Inc. with a mutually agreed amount of sales and promotional materials free of charge, which materials may be freely distributed by Allconnect, Inc. to Potential Customers.

4.2 PSE shall provide Allconnect, Inc.'s call center and administrative personnel with help desk support during Allconnect, Inc.'s hours of operation, which are currently 7:00 AM to 8:00 PM, Eastern Time, Monday through Friday; 9:00 AM to 1:00 PM, Eastern Time, Saturdays; excepting holidays. Allconnect, Inc. agrees to expand the hours of its call center or to establish a presence in the greater Seattle metropolitan area or Western United States region as needed and agreed to by both parties. Help desk hours are stated in Schedule 3.

5.0 Term and Termination

5.1 This Agreement shall remain in effect for an initial term of two (2) years. PSE shall have the option of extending this Agreement for an additional two (2) year term provided that it notifies Allconnect, Inc. in writing no later than thirty (30) days prior to the expiration date of the initial term of this Agreement. If PSE does not provide written notice to extend this agreement two (2) years thirty (30) days prior to expiration, then this agreement shall automatically renew for an additional one (1) year term, unless and until terminated as provided in Section 5.2

5.2 In the event either party breaches a material term or condition of this Agreement, the non-breaching party shall give written notice of such breach to the breaching party. If the party in breach has not cured the breach within thirty (30) days of the notice to the reasonable satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement in writing. In addition, the non-breaching party may terminate this Agreement upon the occurrence of a Default Event.

5.3 Termination for Convenience. After the initial two-year term of this Agreement, and upon an automatic renewal of this Agreement for one year, either party may

terminate this Agreement for any reason effective ninety (90) days after delivery of written notice to the other party.

- 5.4 Termination of this Agreement shall not affect the terms, provisions, obligations and remedies afforded by the other sections of this Agreement which by their nature survive termination, or any other right or remedy which either party may have at law or equity, including, but not limited to, obligations of confidentiality (See Section 7.0), indemnity (See Section 9.0) and payment of all Placed Customer Fees (See Section 5.0).

6.0 Confidential and Proprietary Information and Materials

6.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information includes, but is not limited to, customer requirements, customer lists, pricing strategies, marketing information and strategies, the terms and fees and commissions under this Agreement, and all other information clearly identified as confidential. Without limiting the generality of the foregoing, Confidential Information includes customer information or data that either party receives, maintains or holds subject to such party's privacy policies. Allconnect, Inc.'s privacy policies are stated in Schedule 7.

6.2 Confidential Information shall not include information that, as evidenced by reasonable documentary evidence: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on disclosure; or (d) is independently developed by the recipient.

6.3 Each party agrees to hold the other party's Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after termination of this Agreement or as required by law or regulation governing PSE's business or the confidential information disclosed by the other party. Each party agrees not to make the other party's Confidential Information available in any form to any third party or to use the other party's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement or applicable law. Notwithstanding the foregoing, it shall not be a breach of either party's obligations to protect Confidential Information of the other party in the event such Confidential Information is obligated to be disclosed by court order or government requirement; provided, however, the disclosing party provides the non-disclosing party reasonable notice of such required disclosure.

6.4 Each party acknowledges that any use or disclosure of the other party's Confidential Information in any manner inconsistent with the provisions of this Agreement may cause the other party irreparable damage for which remedies other than injunctive relief may be inadequate and, accordingly, each party agrees that the other party shall have the right to seek an immediate injunction enjoining any breach of this Agreement in addition to any other rights and remedies which may be available to it.

7.0 Trademarks; Press Releases

7.1 Allconnect, Inc. agrees to market PSE's Services only under the trademarks and other logos designated by PSE ("Trademarks"). PSE shall provide scalable representations of its Trademarks in a format mutually agreeable to the parties. Allconnect, Inc. shall use and present

Confidential

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the Trademarks on the Allconnect, Inc. web site only to identify the PSE's Services and to identify Allconnect, Inc. as an authorized agent of PSE in the Territory. PSE may from time to time discontinue or modify the Trademarks or add new Trademarks, and shall provide to Allconnect, Inc. not less than thirty (30) days advance written notice of such discontinuance or modification.

7.2 Neither party shall issue or cause to be issued any press release, announcement or statement regarding the terms of this Agreement or its subject matter to the general public (including promotional or marketing materials, but excluding any announcement intended solely for internal distribution), any governmental authority or any third party without the prior written approval of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, Allconnect, Inc. recognizes that PSE is regulated by various regulatory agencies having jurisdiction and that PSE may disclose the existence and terms of this agreement as may be required in connection therewith.

8.0 Indemnification; Limitations of Damages and Liability

8.1 Neither party (or its employees, agents or representatives) shall in any manner assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or act for or bind the other party in any respect except as expressly provided in this Agreement. Each party agrees to indemnify, defend, and hold the other party free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including interest, penalties, attorneys' fees and costs) that (a) Allconnect, Inc. may incur as a result of any lawsuit based on (a) PSE's Services, a breach by PSE of any representation or warranty contained in this Agreement, or Allconnect that PSE may incur as a result of a breach by Allconnect, Inc. of any representation or warranty contained in this Agreement.

8.2 EXCEPT FOR THE INDEMNIFICATION PURSUANT TO THIS SECTION 9, NEITHER PARTY (NOR ITS SUPPLIERS OR CUSTOMERS) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.0 Governing Law; Dispute Resolution

9.1 This Agreement shall be governed by and construed under the laws of the United States, and otherwise, by the laws of the State of Delaware, without reference to any conflict of laws principles. Venue with respect to any dispute, controversy or claim shall be in the State of Delaware.

10.0 Miscellaneous

10.1 All notices required to be sent pursuant to this Agreement shall be in writing and shall be deemed to have been given (a) three (3) days after mailing when mailed by first class mail, registered or certified mail, (b) the next business day, when sent by established overnight courier (with appropriate receipts), (c) upon receipt, if by facsimile accompanied by appropriate and verifiable confirmation. All communications from one party to the other pursuant to this Agreement shall be sent to the address set forth on the first page of this Agreement. Any party may change its address for purposes of this Agreement by written notice given in accordance herewith.

10.2 The relationship between PSE and Allconnect, Inc. created by this Agreement is one of independent contractor. Except as expressly provided herein, nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties, neither party shall have the power or authority to bind the other party to any contract or obligation, and under no circumstances shall any employee, agent, representative or contractor of either party be deemed to be an employee, agent, representative or contractor of each other.

10.3 This Agreement, including without limitation, any rights, duties or obligations pursuant to this Agreement shall not be assigned, transferred or delegated by either party without the prior written consent of the other party, which shall not be unreasonably withheld, and any such attempt at assignment, transfer or delegation shall be null and void; provided, however, either party may assign this Agreement to a successor of either party, either through a merger, purchase of a majority of either parties outstanding shares or a purchase of all, or substantially all, of either party's assets.

10.4 A waiver by either party of any default, breach or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach or right. Failure of either party to inform the other party of a default or breach of any term or condition of this Agreement shall not be regarded as a waiver of that term or condition or of any future breach or default of any term or condition of the Agreement. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make such provision or portion thereof, legal and enforceable, and all other obligations shall not be adversely affected.

10.5 Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control.

10.6 All schedules and exhibits attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement.

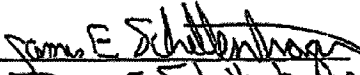
10.7 This Agreement constitutes the complete Agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized officer of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10.8 This agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement and all of which shall constitute one instrument.

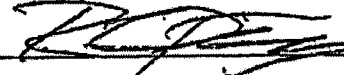
Each party has caused this Agreement to be executed by its duly authorized representative, for and in consideration of, and intending to be bound by, the terms, conditions, understandings and covenants set forth in this Agreement.

PSE Connections – Staff Investigation

PUGET SOUND ENERGY (PSE)

By: 
Name: James E. Scheidt, Esq.
Title: Senior Counsel

ALLCONNECT, INC.

By: 
Name: Lee Pritchard
Title: CEO

SCHEDULES AND AGENDA

Listing Program Schedule:

- Schedule 1 - Services
- Schedule 2 - Order Form
- Schedule 3 - Service Provider Help Desk Service Levels
- Schedule 4 – Order Provisioning and Service Level
- Schedule 5 – Direct Transfer Program
- Schedule 6 – Privacy Policy

**ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULE 1 – Services**

1. Connection, Disconnection, and Transfer of Electric or Natural Gas services specific to PSE footprint

All products and services are not defined and available for product launch at agreement date. Additional products may be added to this agreement with addendums, and do not have to be defined at this point.

**ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULE 2 - Order Form**

This schedule shall list all necessary information needed to process Start, Stop and Switch Service orders. Specific information and criteria to be supplied by PSE. This is defined in Schedule 6 of the direct transfer program.

Applicant Name (First, Last, Middle Initial)
Address (Service street, City, Zip)
Social Security Number (if available)
Address (Mailing if different from Service address)
Phone Number (Home & Business) (if available)
Spouse or Roommate Name
Spouse or Roommate SS# (if available)
Requested date of service
New home construction

**ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULE 3 - Service Provider Help Desk Service Levels**

PSE will provide order provisioning support and help desk service to Allconnect, Inc. 7:00am to 8:00 pm EST Monday through Friday; 9:00 am to 1:00 pm EST on Saturdays through PSE's Customer Care Center. This support matches our order processing team hours and will facilitate customer care. Order volumes may require an expanded time frame; Allconnect, Inc. and PSE will determine such volumes.

PSE help desk service will be in the form of first available Customer Service Representative. However, PSE and Allconnect will have dedicated key contact person in each companies respective call centers/help desks to handle special customer issues or emergencies. The help desk availability will be consistent with Allconnect, Inc.'s business hours.

In the event of emergencies, PSE will establish an escalation process that will allow Allconnect, Inc. to contact someone in the call center after the stated business hours.

**ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULES 4 – Order Provisioning and Service Levels**

The Order Process and Confirmation method for all Start, Stop and Switch Service Orders will be transmitted via a Partner Order Provisioning System supplied by Allconnect, Inc., if found to be acceptable by PSE and Allconnect, Inc. Other acceptable electronic order provisioning methods may be used if approved by both parties.

Order Provisioning and Connections Date will occur under the following guidelines:

- All orders placed prior to 3:00 pm EST Monday through Friday shall be provisioned with confirmation by 12:00 (noon) pm EST the following business day.
- All confirmations from PSE to Allconnect, Inc. will include, but not limited to, customer connection date and deposit requirements, relating to individual customers. Deposit requirements may be stated only as the actual "deposit required", the "actual \$ amount", or both
- Allconnect will communicate to the customer that the service providers of their choice may require a deposit.

Allconnect, Inc. will have orders processed and sent to PSE within 24 hours of receipt from customer in order to best serve PSE and the customer.

ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULE 5 – DIRECT TRANSFER PROGRAM

This Direct Transfer Program Schedule ("Program Schedule") is intended to be part of and governed by the terms and conditions of the Allconnect, Inc. Listing Program Master Agreement ("Master Agreement") dated (acceptance date), 2001 by and between Allconnect, Inc. ("Allconnect, Inc.") and PSE ("PSE"). The terms and conditions of the Master Agreement are incorporated herein by reference. Defined terms used in this Program Schedule and not otherwise defined have the meaning ascribed to them in the Master Agreement. In the event of any conflict between the terms of this Program Schedule and the Master Agreement, the terms of this Program Schedule shall control.

A. Program Terms and Conditions

1. Direct Transfer Program for Moving Households calling PSE's Published Customer Care Number or utilizing PSE and Allconnect's co-branded DT web site

- a. Through its voice response unit/integrated voice response ("VRU/IVR") call center technology or customer service representative ("CSR") contact, PSE agrees to promote a branded product, "PSE CONNECTIONS/ Powered By Allconnect"; version of Allconnect, Inc.'s services to that segment of its residential customer base, which the parties initially designate as new residential customers placing Start Service Orders, and Transfer Service Orders for electricity and/or natural gas service in the Territory ("PSE Direct Transfer Customers"). Such promotion shall include, at a minimum, using a script that informs PSE Direct Transfer Customers about and promotes the use of the Allconnect, Inc. services. The exact wording of the script will be determined and shall be modified as mutually agreed to by both parties, but shall be acceptable to both PSE CSR's and Allconnect, shall be specifically defined for the PSE and Allconnect co-branded web site, and shall be developed specifically for any VRU/IVR transfer program PSE and Allconnect may develop and implement.
- b. After sign up for PSE electricity and/or natural gas account is completed, interested PSE Direct Transfer Customers shall be transferred to Allconnect, Inc.'s call center where they receive a branded product greeting from a CSR or VRU/IVR. The exact wording of the greeting shall be modified as mutually agreed to by the parties.
- c. PSE Direct Transfer Customers shall be considered Potential Customers and, if Allconnect, Inc. commences providing Services to any PSE Direct Transfer Customer, considered Placed Customers.
- d. If, upon mutual consent of both parties, Allconnect, Inc. and PSE agree to implement a voice response unit/integrated voice response (VRU/IRV) call transfer program whereby all, or a majority of all, PSE moving customers are transferred to Allconnect for both new/transferred electric and gas service, as well as for other services within the Direct Transfer program, both Allconnect, Inc. and PSE will agree to an amendment to this agreement detailing all terms and conditions of such a program.
- e. PSE will filter eligible customers for the program based on a pre-determined set of zip codes that reflect population clusters and/or MSA's where the service will be offered. Once full implementation of the program is initiated, all customers in PSE's service territory shall be eligible for the Service.

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9/26/2001

File: AC-PSEcontract - 9-26-01-v6 (Final), Allconnect Master List. Agreement.

2. Direct Transfer Program for Indirect Sales Channels in the PSE Footprint

a. If, upon mutual consent of both parties, Allconnect, Inc. and PSE agree to implement a retail/indirect Sales Channel Strategy in the PSE footprint, both Allconnect, Inc. and PSE will agree to an amendment to this agreement detailing all terms and conditions of such a program.

B. Term and Termination

1. The Program Schedule terms and conditions set forth in Section A above shall become effective no later than the (Agreement Date).
 2. The term of the PSE Direct Transfer Program shall commence as provided in Paragraph B.1 above, and shall continue in effect for two (2) years from (Agreement Date). PSE shall have the option to extend this Agreement for an additional two (2) year term as set forth in the Listing Program Master Agreement.
 3. During the term of this agreement, PSE agrees that Allconnect will have exclusive rights to offer these connection services to moving households via the call center transfer.
 4. PSE may terminate the Allconnect, Inc./PSE Direct Transfer Program prior to the expiration of the term set forth in Paragraph B.2. above. In the event Allconnect, Inc. fails to maintain the PSE Direct Transfer Program Minimum Performance Standards as set forth in Direct Transfer Program Schedule 2, as the same may be amended by mutual agreement of the parties to include provisions such as client placement and average revenue per client requirements; provided, however, that PSE must provide written notice of the alleged failure, and Allconnect, Inc. shall have thirty (30) days from receipt of such notice to remedy such failure, and if Allconnect, Inc. so remedies any such failure, PSE shall not terminate the PSE Direct Transfer Program.
 5. Allconnect, Inc. may terminate the PSE Direct Transfer Program without liability to PSE in the event the number of PSE Direct Transfer Customers does not equal or exceed the "Minimum PSE Direct Transfer Program Participants Number" of an annual run rate of 30,000 and/or the average revenue per customer targets are not met by customers transferred from PSE (\$40.00), or the performance standards for order processing as set forth in Schedule 2 are not met by PSE, all as designated and agreed to by the parties prior to commencement of the PSE Direct Transfer Program, provided, however, that Allconnect, Inc. must provide written notice of the alleged failure, and PSE shall have thirty (30) days from receipt of such notice to remedy such failure, and if PSE so remedies any such failure, Allconnect, Inc. shall not terminate the PSE Direct Transfer Program.
- If Allconnect, Inc. terminates the PSE Direct Transfer Program prior to the end of the term for any reason other than pursuant to Paragraph B.5 above, Allconnect, Inc. shall pay PSE, Inc. all unpaid Placed Customer Fees then due.

C. Other Provisions

1. Upon expiration or termination of the PSE Direct Transfer Program, each party shall cease immediately its effort to promote a branded "Allconnect, Inc./PSE" version of Allconnect, Inc.'s services. Both parties still retain the right to operate in the territory/region under their own respective brands (Puget Sound Energy and Allconnect, Inc.) and may continue to offer new versions/trade name, or service marks of the "connections" program if they choose, but not the PSE Connections name.
2. During the term of the PSE Direct Transfer Program, PSE shall have the right of first refusal to participate in any Preferred Provider Program Offering, which includes electrical utility service in the geographic areas, which Allconnect, Inc. serves and PSE or another licensed energy supplier is qualified to serve residential electrical service customers.
3. During the term of the PSE Direct Transfer Program, Allconnect, Inc. shall not be denied opportunity to offer any products or services from PSE to Potential Customers from PSE that are listed in Exhibit 2 Section 3 –PSE's and Service Categories. Allconnect, Inc. will be required to offer a minimum amount of service categories and providers as agreed upon by both parties that provide service in the PSE service area. These are listed in Schedule 2-Service Categories and PSE's.
4. During the term of the PSE Direct Transfer Program, either party shall have the right, upon reasonable notice to the other, to perform an audit of the other party's records pertaining to activities governed by this agreement. The audit results will be subject to a reciprocal non-disclosure agreement. A party may request an audit no more than once every twelve months. The requesting party will bear the expense of the audit unless an error of 10% or more is discovered, in which case the party making the error will pay all reasonable audit costs.

ALLCONNECT, INC. LISTING PROGRAM
MASTER AGREEMENT
SCHEDULE 6 – Consumer Information Privacy Policy

Listed below is Allconnect, Inc.'s privacy policy as it relates to a consumer's use of information.

Allconnect Privacy Policy
Last Revision: September 13, 2001

Privacy Policy Overview

"At Allconnect we know that customers care how information about them is used and shared. They can rest assured and trust that we will do so carefully and sensibly".

The information acquired by Allconnect helps us personalize and continually improve the customer experience. This Privacy Policy describes the information we collect about the customer and what may happen to that information. Due to the existing regulatory environment, we cannot ensure that all of a customer's private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy.

By way of example (without limiting the foregoing), Allconnect may be forced to disclose information to the government or third parties under certain circumstances or third parties may unlawfully intercept or access transmissions or private communications. Therefore, although we use industry standard practices to protect a customer's privacy, we do not promise that a customer's personally identifiable information or private communications will always remain private.

"Customer Information" includes all information gathered about our customers, including Personally Identifiable Information (see definition below) and other information.

"Personally Identifiable Information" is any information that identifies you or may be used to identify you as an individual or allow others to contact you by telephone or e-mail, including but not limited to, your name, phone number, e-mail address, social security number, birthday, income, credit card number, and credit references.

How Allconnect Gathers Customer Information

Information Provided to us by the customer: We receive and store information provided to us through direct phone contact with the customer, information entered on our Web site, information faxed to our call center and hard copy communications.

Customers may choose not to provide Allconnect with information, which may in turn make it impossible for Allconnect to provide it's services to the customer. Allconnect uses the information that is provided to us for provisioning new services, responding to customer inquires, customizing our web site, improving our service levels and communicating new product and service offerings to the customer.

Automatic Information: We receive and store certain types of information whenever one of our Referring Agents transfers a customer to Allconnect for provisioning or when a customer visits our web site. An example of this would be our use of "cookies" to learn more information about a customer or individual visiting or web site. In addition, we obtain certain types of information from a customers Web browser including their IP address when they visit the Allconnect.com web site.

E-mail Communications: To help Allconnect make email communication more useful, we often receive a confirmation from a customer when they open an email from Allconnect.

Information from Other Sources: For reasons such as improving personalization, providing better product recommendations and creation of special customer offers, we may from time to time receive information about the customer from other sources and add it to our previously collected information.

How Allconnect Uses Customer Information

Information about the customer is an important part of our business and we are not in the business of selling or renting it to third parties. Allconnect will adhere to the controls described below when using customer data.

Order Fulfillment With Service Providers: If a customer places one or more orders for services through Allconnect, we provide only the Customer Information required by each applicable service provider to initiate the services ordered by the customer. Please note that each Service Provider's privacy policy governs their use of Customer Information and such policies may differ from Allconnect's privacy policy.

Referring Agents: If the customer was referred to Allconnect through a utility company, a real estate, condominium, or apartment broker, agent, or manager (each, a "Referring Agent"), we will provide certain personally Identifiable Information regarding services ordered, new contact information, and the current status of the customer's orders to the Referring Agent from time to time to enable the Referring Agent to confirm that the customer service needs are being met and to offer the customer additional services. Please note that each Referring Agent's privacy policy governs their use of Customer Information and may differ from Allconnect's privacy policy.

Aggregation of Non-Personally Identifiable Customer Information: From time to time Allconnect will aggregate (gather up data across all user accounts) personally identifiable information and disclose such information in a non-personally identifiable manner to advertisers and other third parties for other research, marketing and promotional purposes. However, in these situations, we do not disclose to these entities any information that could be used to identify an individual customer. Certain information, such as a customer's name, email address, password, credit card number, and bank account number, are not disclosed to marketing advertisers ever.

Affiliated Businesses or Subsidiary Where Allconnect Does Not Control the Use of the Customers Data: Except as disclosed elsewhere in this Privacy Policy, Allconnect does not share Customer Information with other companies or subsidiaries in which it does not have complete control over the use of the customer information.

Affiliated Businesses or Subsidiary Where Allconnect Controls the Use of the Customers Data: From time to time Allconnect may utilize the services of other companies and individuals to provide third party services to Allconnect. Examples of this include delivering packages, sending postal mail, removing repetitive information from customer lists, analyzing data and processing credit card payments. In providing these services to Allconnect, these affiliated businesses or subsidiaries have access to customer personal information needed to perform their functions, but may not use the data for other purposes without the express written consent of Allconnect.

Promotional Offers: From time to time Allconnect may send promotional offers to selected groups of customers on behalf of itself or other businesses. When this occurs, Allconnect will not provide the other business with personally identifiable customer data. Customers can opt out of receiving such promotional offers by calling Allconnect toll-free at 1.800.255.2666 (1.800.ALL.CONNECT) or accessing the "My Account" section of our Web site with the customer logon ID and password and changing the preferences.

Surveys: From time to time, Allconnect may contact customers by phone or e-mail or provide online access to surveys that gather information about the customer experience with our service. These surveys are important tools for Allconnect to monitor its service levels and to give customers the best possible service experience. Participation in such surveys is completely voluntary. From time to time Allconnect may contact certain customers to ask for permission to include their comments in our promotional materials. This will occur only after Allconnect has received the customers written authorization to do so.

Other Issues Regarding Customer Information & Privacy

Modifying Customer Information: Customers can always contact Allconnect to update, correct, or delete personally identifiable customer information previously provided to us. This can be accomplished by calling Allconnect toll-free at 1.800.255.2666 (1.800.ALLCONNECT) or, if the customer account was created on our Web-site, by accessing the "My Account" section of our Web site with the customer logon ID and password.

Business Transfers: In the event that Allconnect or substantially all of its assets are acquired by a third party, customer information will be one of the transferred assets.

Protection of Allconnect and Others: Allconnect will release account and other personal information when it believes release is appropriate to protect the rights, property, or safety of Allconnect, the customer, or others. This includes exchanging information with other companies and organizations for fraud protection, identity theft and credit risk reduction. We can disclose any information about a customer to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, or other activity that is illegal or may expose us, our customers, or partners to legal liability.

Children: Allconnect does not sell or buy products from children and children are not are not eligible to use our services, we ask that minors (under the age of 18) do not submit any personal information to Allconnect. If a customer is a minor, they can use the Allconnect service only in conjunction with their parent or guardian.

Security: Allconnect uses industry standard practices to safeguard the confidentiality of a customer's information, including "firewalls" and Secure Socket Layers. Allconnect treats data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by parties both inside and outside the company.


Modification: Allconnect may from time to time modify this Privacy Policy.

PSE Connections – Staff Investigation

Each party has caused this Program Schedule to be executed by its duly authorized representative, for and in consideration of, and intending to be bound by, the terms, conditions, understandings and covenants set forth in this Agreement.


Effective Date: October 4, 2001

ALLCONNECT, INC.

By: 
Name: R. Lee Perotano
Title: CEO

By: _____
Name: _____
Title: _____

PUGET SOUND ENERGY (PSE)

By: 
Name: James E. Schellentrager, Esq.
Title: Senior Counsel

By: _____
Name: _____
Title: _____

Direct Transfer Exhibits

- Exhibit 1- Direct Transfer Call Center Service Level
- Exhibit 2- PSE Direct Transfer Program Minimum Performance Standards
- Exhibit 3- Revenue Share to PSE
- Exhibit 4- Best Promotional Efforts
- Exhibit 5- Other Market Issues To Consider

DIRECT TRANSFER EXHIBITS
EXHIBIT 1 – Direct Transfer Call Center Service Level

1. Hours of Operation: 7am to 8pm EST M-F, 9:00am to 2:00pm EST Saturday
2. Help Desk Levels: PSE and Allconnect, Inc. will designate specific individuals that will work on resolutions to any problems or customer service issues related to the PSE/Allconnect, Inc. Direct Transfer Program. These individuals will be available to work with each other during designated business hours Monday – Saturday. In the case of emergencies, PSE will establish escalation procedures to allow after hours contact information.

DIRECT TRANSFER EXHIBITS

EXHIBIT 2- Allconnect, Inc./PSE Direct Transfer Program Minimum Performance Standards and Requirements

Allconnect, Inc.'s Minimum Performance Standards, Service Area Commitment, and Reporting Requirements.

1. Minimum Call Center Performance: 1.) 83% of all transferred calls are answered in 20 seconds or less. 2.) Less than 5% of transferred calls are abandoned.
2. Minimum Revenue per Customer to equal \$40.00
3. Allconnect, Inc. agrees to provide at least one service provider for each of the service categories below in the agreed upon zip code areas of PSE's service footprint.

SERVICE CATEGORIES and SERVICE PROVIDERS Allconnect will commit to have a minimum of one provider:

Electricity (Service by PSE) – Puget Sound Energy
Natural Gas (Service by PSE) – Puget Sound Energy
Electricity (Potential Service by other municipality or future Retail Energy Supplier upon state energy deregulation)
Natural Gas (Future Retail Gas Energy Supplier upon state gas deregulation)
Local Phone – Qwest Communications and Verizon Communications
Long Distance – Sprint Communications

Home Entertainment/Satellite/Cable – AT&T Broadband
Newspaper – Seattle Times/PJ
ISP/Internet/High Speed Data – Earthlink, AOL, Qwest, AT&T Broadband
Home Security – Brinks Home Security, ADT

SERVICE CATEGORIES and SERVICE PROVIDERS Allconnect will commit to bring on within three (3) months of commencing the Direct Transfer program the following service categories and service providers over a reasonable time when the program is fully implemented based upon mutual agreement by Allconnect and PSE:

Home Heating Oil - TBD
Water/Sewer - TBD
Sanitation – TBD
Others - TBD

4. Minimum Reporting Requirements for PSE and Allconnect:

Allconnect, Inc. will provide PSE the following:

1. Daily, Weekly, and Monthly reports reflecting calls transferred from PSE switch to Allconnect, Call Close Rates, Average Revenue per Customer, and DT Partner Revenue Share
2. Key Metric reports of each Person Advisor (PA) (CSR).

PSE will provide Allconnect the following reports to the extent data is available and identifiable in a format to include in such reports:

PSE Connections – Staff Investigation

1. Daily, Weekly, and Monthly reports reflecting PSE's total residential move transactions
2. Total move transactions eligible for the service
3. Accountings for move transactions not eligible for Aliconnect service.

PSE's Minimum Performance Standards

1. Minimum number of Service Provider Direct Transfer Customers: Annual run rate of 30,000.

In the event of any activity that may cause the PSE footprint to deregulate, both PSE and Aliconnect, Inc. agree to discuss the impact of those changes and amend the contract accordingly.

Confidential

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DIRECT TRANSFER EXHIBITS

EXHIBIT 3- Revenue Share to PSE Revenue share paid out from fees earned by Allconnect, Inc. for Placed Customer's acquired through PSE DT program only

1. Direct Transfer customer is defined as a Placed Customer in Section A(c) of Schedule 5
2. PSE potential placed customers are estimated on an annual basis and the estimated movers are based on average monthly estimates of movers in all PSE service territory from a recent historical year. Currently, the estimated total annual movers in PSE's service area is approximately 188,000 movers per calendar year based on 1999 data from PSE's "Cut-in Cut-out Analysis" MS Excel Worksheet document.
3. Direct Transfer Fee's are calculated on a calendar quarter basis attributable to customers connected during the quarter and orders qualified for revenue share. Orders qualifying for revenue share include orders received from transferred customers within 30 days or any time customers call the 800# assigned to the PSE Connections Direct Transfer program. Allconnect will pay PSE in Net 30 days of the end of each calendar quarter.
4. Direct Transfer Fee's paid to PSE are calculated as follows:
 - a.) PSE Penetration of Moving Customers: The total number of "Eligible Customers transferred to Allconnect divided by Total number of Eligible Customers in all PSE service territory and active service provider footprint for the corresponding pay period/quarter, equals the "PSE Penetration" rate.
 - b.) Allconnect Average Revenue per Customer: This is a calculation based on GAAP (Generally Accepted Accounting Principles) revenue per customer connected for the quarter generated from all PSE customers served during the period.

Direct transfer fees shall be paid upon the following schedule. Penetration of moving households shall mean the percentage of customers transferred to Allconnect, Inc. call center switch from PSE's phone switch and to Allconnect's web site from PSE's web site of the total start, transfer service orders served by PSE during that same period for the specific territory the direct transfer program served during the same period.

Total PSE Annual Moving Customers (1999 Data) is 188,000/year, or 15,666/month (Data from PSE's "Cut-in Cut-Out Analysis")

PSE Annual Moving Customers Who utilize the service (Penetration Rate/# of Movers)	Allconnect's Average Revenue per Customer (Paid by other Service Providers)				
	\$29.99 or Less	\$30.00 to \$49.99	\$50.00 to \$69.99	\$70.00 to \$89.99	\$90.00 & Up
15,666/month Total					
0% to 20% (0 – 3,133)	\$2.00	\$3.20	\$4.80	\$6.00	\$7.60
21% to 30% (3,134 – 4,700)	\$4.00	\$6.40	\$9.60	\$12.00	\$15.00
31% to 45% (4,701 – 7,050)	\$5.00	\$8.00	\$12.00	\$15.00	\$18.00
45% + (7,051 – Up)	\$6.00	\$9.00	\$13.00	\$16.00	\$18.00

DIRECT TRANSFER EXHIBITS

EXHIBIT 4 -- Best Promotional Efforts and Brand Definition

For the duration of Direct Transfer program, PSE agrees to offer the connection service to all moving households in the eligible service area, as determined by both Allconnect, Inc. and PSE.

These best promotional efforts will require that PSE's call center staff is adequately trained on the service and presents the service as agreed upon by both Allconnect, Inc. and PSE.

The brand has been defined as a co-branded "PSE CONNECTIONS/ Powered by Allconnect". connection service and Allconnect, Inc. retains the right to appear on all promotional material as the company that is in partnership to provide the connection service. At no time will the service be promoted without the mention of either company unless agreed to by both parties. This only applies in PSE's service area.

DIRECT TRANSFER EXHIBITS

EXHIBIT 5 – Other Market Issues To Consider

1. Complete implementation of contract is contingent upon Allconnect becoming an Authorized Sales Agent of Qwest Communications and its affiliates "In-Region" products
2. Complete implementation of contract is contingent upon Allconnect achieving service provider economics deemed adequate by both PSE and Allconnect. (i.e.: Minimum Qwest In-Region average revenue per customer of \$30 or more).
3. For the Seattle metropolitan market to be 100% economical for Allconnect and PSE, it is essential to bring on the other major city municipalities that provide electric service. These municipalities are Seattle City Light in Seattle, Tacoma Power in Tacoma, WA, and Snohomish County PUD in Everett, WA. Allconnect and PSE will work in what makes viable marketing sense and economical sense. But, to include one of the following scenarios:
 - a. PSE contracts with each municipality in the Puget Sound Region and established a relationship to receive their 1st caller movers and have them directly transferred to Allconnect. This program TBD by both PSE and Allconnect, but to include specific performance parameters and metrics managed by PSE and outlined in an amendment to this agreement.
 - b. Allconnect will establish an independent DT program with each municipality named above whereby each establishes its own "connections" related program. Allconnect will establish specific "terms and conditions" with each separate municipality, and, if necessary, will create a fair and equitable amendment to this agreement recognizing the value PSE may bring to the overall success of these municipality agreements.