

liability or ISO indemnification payment. The obligations of each Customer to indemnify the ISO, Transmission Owners and Schedule 20A Service Providers shall be several, and not joint or joint and several.

I.6 Dispute Resolution: Any dispute arising under this Tariff shall be the subject of good-faith negotiations among the ISO, the Transmission Owner, the Schedule 20A Service Provider, and a Customer, as applicable, unless otherwise stated in this Tariff, except that disputes concerning Schedules 18, 20 and 21 shall be resolved directly between the Customer and the MTO, OTO, Schedule 20A Service Provider or PTO, as applicable, using the procedures specified below. Each affected party shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The affected parties shall engage in such good-faith negotiations for a period of not less than sixty (60) calendar days, unless: (a) a party identifies exigent circumstances reasonably requiring expedited resolution of the dispute by the Commission or a court or agency with jurisdiction over the dispute; or (b) the provisions of this Tariff otherwise provide a party the right to submit a dispute directly to the Commission for resolution. Any other dispute that is not resolved through good-faith negotiations may be submitted by any party for resolution to the Commission, to a court or to an agency with jurisdiction over the dispute upon the conclusion of such