

THE NARRAGANSETT ELECTRIC COMPANY  
TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A The following Terms and Conditions shall apply to every GreenUp Service Supplier authorized to do business within the State of Rhode Island and Providence Plantations, and to every Customer and Distribution Company doing business with said GreenUp Service Supplier.

1B Nothing in these Terms and Conditions shall be construed to affect the Distribution Company's obligations under the Distribution Company's residential rates and Small C&I Rate (C-06), each as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law.

1C These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in R.I.P.U.C. regulations and Rhode Island law. In the case of a conflict between these Terms and Conditions and any orders or regulations of the R.I.P.U.C., said orders or regulations shall govern. In the event of: (i) a change in Rhode Island law or R.I.P.U.C. regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these Terms and Conditions or (ii) in the event that twenty percent (20%), in the aggregate, of the Company's Customers currently taking Distribution Service under the Company's residential rates select an NPP to provide generation service, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary hereto. Any such modification to these Terms and Conditions or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the R.I.P.U.C., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the R.I.P.U.C.

2. Definitions

Any capitalized term used in these Terms and Conditions and not otherwise defined herein shall have the meaning ascribed to it in the R.I.P.U.C.'s rules and requirements or in the New England Power Pool ("NEPOOL") Generation Information System Operating Rules.

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“Customer” shall mean any person, partnership, corporation, or any other entity, whether public or private, who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or Small C&I Rate (C-06) (ii) is a customer of record of the Company, and (iii) is receiving Last Resort Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Distribution Company” or “Company” shall mean The Narragansett Electric Company.

“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

“EBT Standards” shall mean the Electronic Business Transactions (“EBT”) Standards found on the Company’s website at [https://www9.nationalgridus.com/narragansett/non\\_html/supplier\\_rieht.pdf](https://www9.nationalgridus.com/narragansett/non_html/supplier_rieht.pdf).

“Effective Date” shall mean the date on which GreenUp Service commences for a given Customer, pursuant to Section 4B below.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to a Distribution Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“Environmental Disclosure Statement” shall mean a statement or label provided by GreenUp Service Supplier to the Customer in compliance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and prepared in accordance with these Terms and Conditions.

“GIS” shall mean the New England Power Pool Generation Information System.

“GreenUp Service” shall mean the program under which GreenUp Service Supplier will sell RECs to Customers who are provided Last Resort Service by the Company and will purchase on the behalf of Customers the number of RECs equal to GreenUp Service Supplier’s billed REC obligation, and the Company will perform the functions necessary to bill and account for the RECs.

“GreenUp Service Supplier” shall mean any entity selling RECs to Customers and purchasing RECs on behalf of Customers in Rhode Island pursuant to these Terms and Conditions.

“Last Resort Service” shall mean the service provided by the Distribution Company pursuant to the Distribution Company’s tariffs, on file with the R.I.P.U.C.

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“Nonregulated Power Producer” or “NPP” shall have the meaning set forth in the Rhode Island General Laws §39-1-2.

“Proper Authorities” shall mean the R.I.P.U.C., the Rhode Island State Energy Office, the Division of Public Utilities and Carriers, and the Attorney General of the State of Rhode Island and Providence Plantations.

“Quarterly Billed Obligation” shall mean the RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these Terms and Conditions.

“REC” shall mean Renewable Energy Certificate, which shall be one one-thousandth (1/1000<sup>th</sup>) of a GIS certificate from a generator that is eligible under the New England region-specific portions of the Green-e Standard for Electricity Products (II. Qualifying Sources of Renewable Generation), as established by the Center for Resource Solutions. The definition of REC does not encompass the Green-e Tradable Renewable Certificate Certification Standard, also established by the Center for Resource Solutions. RECs transferred through the GreenUp Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“R.I.P.U.C.” shall mean the Rhode Island Public Utilities Commission.

“Terms and Conditions” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set for in the GIS Operating Rules.

3. Obligations of the Parties

3A Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 4B below.

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3B Distribution Company

The Company shall:

- (1) Read meters;
- (2) Submit bills to Customers for the GreenUp Service Supplier's sale of the RECs to the Customer;
- (3) Address billing inquiries for GreenUp Service;
- (4) Account for the RECs billed to each Customer receiving GreenUp Service;
- (5) Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 4 and Section 8 below and the rules and procedures set forth in the EBT Standards;
- (6) Coordinate the accounting of the RECs with GIS;
- (7) Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of GIS certificates into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period as described in Section 5B below; and
- (8) Send to GreenUp Service Suppliers, on a quarterly basis, the information necessary for GreenUp Service Suppliers to create their Environmental Disclosure Statements.

3C. GreenUp Service Supplier

- (1) GreenUp Service Supplier shall comply with all R.I.P.U.C. and Division of Public Utilities and Carriers requirements relating to NPPs and shall register as an NPP pursuant to the rules, regulations, and prerequisites established by and under the Proper Authorities and Rhode Island law, including, but not limited to, the Rules Applicable to NPPs as promulgated by the State of Rhode Island and

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Providence Plantations – Division of Public Utilities and Carriers; provided, however, that GreenUp Service Suppliers shall not be required to comply with Rule II, Section A(10) of the Rules Applicable to NPPs unless such GreenUp Service Supplier is engaged in the business of producing, manufacturing, generating, buying, aggregating, marketing, or brokering electricity for sale at wholesale or for retail sale to the general public.

- (2) GreenUp Service Supplier shall be required to execute a standard service agreement (“Service Agreement”) with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Standards prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Standards.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 5 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 5 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 5 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 4C(1) below of these Terms and Conditions, GreenUp Service Supplier shall have the right to terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.
- (6) GreenUp Service Supplier shall obtain the Necessary Authorization from each Customer by an approved method prior to initiating GreenUp Service to any Customer. For the purposes of this section, the term “Necessary Authorization” may be evidenced by a customer-signed Letter of Authorization, Third-party Verification, electronic correspondence initiated by Customer to the GreenUp Service Supplier indicating Customer's authorization or the completion by Customer of an electronic authorization form located on the website of GreenUp Service Supplier, or the completion of a toll-free call made by the Customer to an independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's initial oral authorization to select a GreenUp Service Supplier.
  - (i) Letter of Authorization. For the purposes of this section, the term

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“Letter of Authorization” means an easily separable document, including, but not limited to, the enrollment cards or ballots inserted by the Company in its monthly electric bills to Customers, whose sole purpose is to authorize a GreenUp Service Supplier to initiate GreenUp Service to a Customer. The Letter of Authorization must be signed and dated by the Customer.

- (ii) Third-party Verification. For the purposes of this section, the term

“Third-party Verification” means an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's oral authorization to select a GreenUp Service Supplier, such authorization to include appropriate verification data, such as the Customer's date of birth and social security number or other voluntarily submitted information; provided, however, any such information or data in the possession of the third party verifier or the marketing company shall not be used, in any instance, for commercial or other marketing purposes, and shall not be sold, delivered, or shared with any other party for such purposes.

- (7) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier’s obligations under these Terms and Conditions, the Service Agreement, and any related agreements.
- (8) GreenUp Service Supplier may not require customers to: (i) participate in GreenUp Service for a fixed term or length of time or (ii) purchase a minimum number of RECs as a condition of participating in GreenUp Service, beyond the monthly GreenUp Service purchases by customer during the period the customer is enrolled in GreenUp Service. Upon termination of GreenUp Service by either customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such customer.
- (9) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties associated with GreenUp Service beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.
- (10) GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers in accordance with Section 5E below.

4. GreenUp Service Options; Initiation and Termination of GreenUp Service

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4A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) RECs corresponding to fixed blocks of energy consumption (“Fixed Block Option”) or (ii) RECs corresponding to percentages of actual energy consumption (“Percentage of Energy Option”). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of the percentage of RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer’s billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of RECs equal to fifty percent (50%) of billed consumption; (c) purchase of RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of RECs contained in that product offering shall be no less than twenty-five percent (25%).

4B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an “enroll customer” transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The GreenUp Service Supplier shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the

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enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer's subsequent meter read.

If a second GreenUp Service Supplier submits an "enroll customer" transaction for the same Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

#### 4C. Termination of GreenUp Service

##### (1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall be terminated on the date of the customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these Terms and Conditions.

##### (2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Distribution Company or the GreenUp Service Supplier. If the Customer informs the Distribution Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Distribution Company shall send a "customer drops supplier" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

If the GreenUp Service Supplier informs the Distribution Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Distribution Company, in accordance with the rules and procedures set forth in the EBT Standards. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has



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not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read.

#### (3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Distribution Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.

#### (4) Customer Leaves Last Resort Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Last Resort Service for any reason, including but not limited to the following: (i) the Customer selects an NPP to provide Customer's generation service; (ii) the Customer moves out of the Distribution Company's service territory

#### 4D Customer Moves

A Customer participating in GreenUp Service that moves within Distribution Company's service territory shall have the opportunity to notify the Distribution Company that Customer seeks to continue GreenUp Service with Customer's existing GreenUp Service Supplier and shall not be required to re-enroll in GreenUp Service. Upon such notification, the Distribution Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

#### 4E Other Provisions

Distribution Companies and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Standards.

If any of the transactions described in these Terms and Conditions are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

#### 5. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency; Environmental Disclosure Statements

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5A GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier's REC deliveries and Quarterly Billed Obligation will be used by GreenUp Service Supplier to develop GreenUp Service Supplier's Environmental Disclosure Statement in accordance with Section 5E below and Appendix A to these Terms and Conditions. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

5B Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service Supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide quarterly reports of each GreenUp Service Supplier's subaccount activities to the Proper Authorities with a request that the information be treated on a confidential basis under the regulations governing the Proper Authorities. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the Proper Authorities shall be based on aggregate data within each

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subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

5C     Disqualification in the Event of REC Deficiency

If GreenUp Service Supplier commits a material breach of this Section 5, as determined by a Proper Authority, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier, and the Company will notify the other Proper Authorities of the GreenUp Service Supplier's failure to meet its commitments. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

5D     Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 5 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

5E     Environmental Disclosure Statements

GreenUp Service Suppliers shall provide Environmental Disclosure Statements to Customers in accordance with the R.I.P.U.C. Consumer Protection Requirements for NPPs and these Terms and Conditions.

6.     Distribution Service Interruption

6A.    Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its tariffs. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

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The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

7. Metering

7A Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

7B Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and shall be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

8. Billing

8A Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer receiving GreenUp Service.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

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Gross earnings tax and sales tax shall be computed, billed, treated, and paid in accordance with the Company's Terms and Conditions for NPPs.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Distribution Company and the GreenUp Service Supplier in the following manner: 1) Company arrears; 2) GreenUp Service Supplier arrears; 3) Company current bill; and 4) GreenUp Service Supplier current bill.

No interest will accrue on Customer arrears associated with GreenUp Service.

8B. Summary Billing

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

9. Fees

As approved by the R.I.P.U.C., the Company shall charge GreenUp Service Suppliers for the Company's reasonable administrative costs to administer GreenUp Service, which shall include, but not be limited to:

- (a) Incremental postage for separate mailing of marketing information about GreenUp Service, if applicable;
- (b) Reasonable administrative costs for tracking the GreenUp Service Supplier's REC obligations to Customers and GreenUp Service Supplier's delivery of RECs to the Company;
- (c) Reasonable administrative costs for developing the information and billing systems necessary to implement GreenUp Service; and
- (d) Reasonable administrative costs to provide environmental disclosure information to GreenUp Service Suppliers as determined by GIS and NEPOOL.

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Any billing charges for such reasonable administrative costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, shall be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service to a Customer by a GreenUp Service Supplier.

10. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers and the Proper Authorities) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions, the Service Agreement, and related agreements.

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The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Supplier's commitments to Customers are achieved through the GIS and the Environmental Disclosure Statement, consistent with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service product offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount(s); (2) determining the Company's environmental attributes for Last Resort Service in order for GreenUp Service Suppliers to create their Environmental Disclosure Statements; and (3) the development of Environmental Disclosure Statements by GreenUp Service Suppliers for each of the GreenUp Service Supplier's product offerings.

**1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount**

The accounting process begins with the determination of the GreenUp Service Supplier's sales of RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier, with a separate subaccount for Customers served under Last Resort Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit into the subaccount to meet the sales included in the subaccount);
- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount; and

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(d) Any excess or deficiency in the subaccount at the time of the report.

**2. Determining the Company's Environmental Attributes for Last Resort Service for GreenUp Service Supplier's Preparation of Environmental Disclosure Statements**

In order to implement GreenUp Service in a meaningful fashion, the Company has developed a methodology to determine the environmental attributes of its Last Resort Service, which, in turn will be used in the creation of GreenUp Service Suppliers' Environmental Disclosure Statements. This new methodology uses the GIS reporting system and assures the accuracy of the GreenUp Service Supplier's environmental disclosures. The methodology, which the Company will implement on the effective date of the Terms and Conditions, is as follows:

- (a) The Company's total kilowatthours as a load serving entity, will be reported to it by the ISO and will be adjusted for transmission and distribution losses and included in a single main account. The certificates provided by the Company's wholesale suppliers of Last Resort Service or purchased by the Company will be deposited into the main account;
- (b) The GIS administrator assigns residual certificates to balance obligations and certificates in each of the subaccounts; and
- (c) The Company then calculates the environmental attributes for its Last Resort Service based on the GIS certificates in the balanced subaccount.

**3. Developing the GreenUp Suppliers' Environmental Disclosure Statements**

Under the Terms and Conditions, the GreenUp Service Supplier is obligated to prepare and mail Environmental Disclosure Statements to Customers taking GreenUp Service. This section sets forth the process for creating the GreenUp Service Supplier's Environmental Disclosure Statements. The process is as follows:

- (a) Subaccounts are established, as described in Section 1, for each of the GreenUp Service Supplier's product offerings provided to the Company's Last Resort Service customers and under Section 2(a), for the Last Resort Service provided by the



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Company. In each quarter, the kilowatthours delivered to the GreenUp Service Supplier's Customers as adjusted for transmission and distribution losses are recorded as an obligation in the GreenUp Service Supplier's subaccount and are excluded from the Company's Last Resort Service subaccount. Similarly, the kilowatthours delivered to all other customers who supplied Last Resort Service by the Company, but not taking GreenUp Service, are included in the Company's Last Resort Service subaccounts. The sum of the subaccounts for Last Resort Service, adjusted for transmission and distribution losses should equal 100 percent of the obligations associated with Last Resort Service;

- (b) The GIS Certificates provided by the GreenUp Service Supplier are deposited in the GreenUp Service Supplier's subaccounts as designated by that GreenUp Service Supplier;
- (c) The Company allocates the GIS certificates provided by its Last Resort Service wholesale suppliers to the Last Resort Service subaccounts based on the percentage of obligations not otherwise met through Section 3(b) in each subaccount to total Last Resort Service obligations;
- (d) The GIS Administrator allocates Residual Certificates to balance the obligations and certificates in each subaccount;
- (e) Each GreenUp Service Supplier calculates the Environmental Disclosure in each subaccount for the quarter using the data generated by the process set forth above. The GreenUp Service Supplier then prepares the Environmental Disclosure Statement in accordance with the R.I.P.U.C. Consumer Protection Requirements for Nonregulated Power Producers and these Terms and Conditions.

#### 4. Other Requirements

In addition, GreenUp Service Supplier shall meet the following requirements:

- (a) GreenUp Service Supplier shall be subject to the same rules and regulations as a Nonregulated Power Producer and will be directly responsible to all Customers to whom it provides GreenUp Service. The Company shall have no obligation to provide Environmental

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Disclosure Statements or information disclosures to any Customers, whether or not such Customers take GreenUp Service.

- (b) GreenUp Service Supplier shall prepare the Environmental Disclosure Statement in accordance with and using the information developed through the process described above. The Company will provide the GreenUp Service Supplier price information for Last Resort Service for the purposes of preparing the GreenUp Service Supplier's Environmental Disclosure Statement.
- (c) GreenUp Service Supplier shall comply with the rules and regulations of the Proper Authorities.
- (d) GreenUp Service Supplier will include its toll free number for customer service and complaints on the Environmental Disclosure Statement.
- (e) GreenUp Service Supplier shall develop the Environmental Disclosure Statement using the processes described in Sections 2 and 3 of this Appendix A. The reporting period shall be the most recent one year period. For its first year of operation, the GreenUp Service Supplier shall rely on a reasonable estimate of its resource portfolio (determined by projected deposits of GIS certificates in the GreenUp Service Supplier's subaccount) for the first three months of its operation, and thereafter, shall rely on the historic information that is available for the portion of the year that the GreenUp Service Supplier has operated to produce the Environmental Disclosure Statement. GIS shall be the exclusive method for determining GreenUp Service Supplier's portfolio for the Environmental Disclosure Statement, and known resources, system power, imports, and energy storage facilities shall apply to the Environmental Disclosure Statement only to the extent that these resources are reflected in the GIS.
- (f) GreenUp Service Supplier may disaggregate its resource portfolio into separate products using the subaccount methodology set forth in this Protocol.
- (g) GreenUp Service Supplier shall file an annual report with the R.I.P.U.C. for the GreenUp Service it provides to Customers.

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- (h) GreenUp Service Supplier shall be responsible for developing the fuel source characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the fuel source characteristics of its resource portfolios.
- (i) GreenUp Service Supplier shall be responsible for developing the emissions characteristics used in the Environmental Disclosure Statements for GreenUp Service. GreenUp Service Suppliers will use GIS and this Appendix to determine the emissions characteristics of its resource portfolios. GIS shall be the exclusive source of emission data used in the development of the Environmental Disclosure Statements by GreenUp Service Suppliers.
- (j) GreenUp Service Supplier shall be responsible for sending an Environmental Disclosure Statement to its new GreenUp Service Customers prior to the initiation of service and for sending the quarterly Environmental Disclosure Statements to Customers. In addition, the GreenUp Service Supplier shall provide Environmental Disclosure Statements to Customers or Proper Authorities upon request.

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APPENDIX B

SCHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Narragansett Electric Company (the “Company”).

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers requesting such additional services relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Insert Printing Service Charge

The Company may assess an Insert Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing month, on behalf of one or more than one GreenUp Service Supplier. The Insert Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Insert Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion

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location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.