

Electric Vehicle Charging Station Electrical Infrastructure Program Site Host Terms and Conditions

The Site Host agrees to participate in the Electric Vehicle Charging Program offered by the Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid (“National Grid”) pursuant to these terms and conditions (“Terms and Conditions”), set forth herein.

1. Definitions.

- 1.1 “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.
- 1.2 “Agreement” means the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- 1.3 “Application” means the Electric Vehicle (EV) Charging Station Electrical Infrastructure Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 “Commitment Letter” means the letter issued by National Grid stating National Grid’s approval of the Customer’s application, the maximum approved Rebate amounts, the number and types of stations being installed, the required completion date of EVSE installation, and any other requirements of National Grid related to the Rebate.
- 1.5 “EV Contractor” means the independent contractor the Site Host selects for completing the Equipment installation.
- 1.6 “Electric Distribution System Upgrades” means (i) National Grid Electric Distribution System Upgrades which includes, but is not limited to, transformer upgrade, service wire size increases; and (ii) Site Host’s Electric Distribution System Upgrades which includes, but is not limited to, installation of wire and conduit from the Site Host’s electrical panel to the EV charging station stub.
- 1.7 “Electric Distribution System Upgrade Financial Incentive” means National Grid’s financial contributions toward the Site Host’s Electric Distribution System Upgrades as defined above.
- 1.8 “EVSE” or “EV Charging Station” means the relevant Electric Vehicle Supply Equipment appearing on the eligible MA National Grid EVSE Qualified Equipment List.
- 1.9 “Equipment” means the EVSE and Site Host’s Electric Distribution System Upgrades.
- 1.10 “Equipment Activation Date” means the date upon which the Site Host activates the Equipment installed on the Site as indicated in the section of the Application entitled “Term”.
- 1.11 “EVSE Rebate” means the rebate offered to Site Host by National Grid for the EVSE.
- 1.12 “EVSE Supplier” means vendors with EVSE on the National Grid EVSE Qualified Equipment List.
- 1.13 “EVSE Utilization Data” means charging station utilization information provided by the Site Host to National Grid which includes, but is not limited to, station kWh usage, time of day usage, and numbers of unique drivers.
- 1.14 “Initial Term” has the meaning set forth in Section 2 below.
- 1.15 “National Grid” means the “Massachusetts Electric Company” d/b/a National Grid.
- 1.16 “Person” means any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.
- 1.17 “Program” means the National Grid Electric Vehicle Market Development Program.
- 1.18 “Program Materials” means the documents and information provided by National Grid, and other Program requirements, which may include, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Program.
- 1.19 “Renewal Term” has the meaning set forth in Section 2 below.
- 1.20 “Site Host” means the nonresidential customer maintaining an electric account for service with National Grid who satisfies the Site Host eligibility requirements below.
- 1.21 “Site” means the property owned or occupied by the Site Host where the Equipment will be installed.
- 1.22 “Term” means the Initial Term and any Renewal Terms as set forth in Section 2 below.

2. Term.

2.1 Initial Term. The initial term of this Agreement will commence on the EVSE Activation Date and continue for four (4) years ("Initial Term") The Site Host shall provide written notice of the EVSE Activation Date to National Grid and such date shall be written into the Application and signed off by the Site Host.

2.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew annually, for three (3) additional one-year terms ("Renewal Terms") unless the Agreement is terminated by the Site Host or National Grid by providing the other party thirty (30) days written notice.

3. Site Host Eligibility Requirements and Representations and Warranties.

3.1 The Site Host (i) is non-residential electric customer of National Grid, and (ii) is the owner of the Site or has the right or express written authority to install the Equipment on the Site. Site Host shall obtain any required approvals from property owners, landlords and/or corporate offices.

3.2 The Site Host is responsible for selecting and purchasing the Equipment and selecting and contracting with the EV Contractor. The Site Host acknowledges and agrees that (i) the EV Contractor is chosen exclusively by the Site Host and not by National Grid; and (ii) the EV Contractor is not acting as an agent or contractor of National Grid.

3.3 The Site Host shall enter into a separate agreement directly with the EV Contractor and is responsible for enforcing such agreement.

3.4 The Site Host shall ensure that the Equipment provided by the EV Contractor meets Program requirements and applicable laws, regulations and codes, and that the EV Contractor(s) are properly qualified, licensed and insured.

3.5 The Site Host agrees to install qualified EVSE, perform the required Site Host's Electric Distribution System Upgrades, establish any necessary electric service orders with National Grid for the scheduling and installation of National Grid's Electric Distribution System Upgrades.

3.6 The Site Host is responsible for all aspects of the Equipment and related work including without limitation, (i) selecting and purchasing the Equipment, (ii) selecting and contracting with the EV Contractor(s), (iii) ensuring EV Contractor(s) are properly qualified, licensed and insured, (iv) ensuring Equipment and installation of Equipment meet industry standards, Program requirements and in compliance with all federal, state and local laws and/or codes, and follow all applicable electric codes and standards, and (v) obtaining required permits and inspections.

3.7 The Site Host agrees to participate in the Program for the Initial Term.

3.8 The Site Host represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

3.9 In order to be eligible for funding, the Site Host agrees not to commence with the installation of EV charging stations until the National Grid Commitment Letter is received.

3.10 Notwithstanding the foregoing, the Site Host understands and agrees that National Grid may exclude certain Equipment or EV Contractors from the Program.

4. Site Host Obligations.

The Site Host shall:

4.1 Notify National Grid of any vandalism, malfunction or suspected malfunction of the EVSE or the Site Host's Electric Distribution System Upgrades.

4.2 Rectify issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 10.2 below.

4.3 Be accessible to National Grid and, as requested from time to time by National Grid, to answer National Grid's or its contractor's questions regarding the performance of the EVSE.

4.4 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.

4.5 Perform Site Host's Electric System Distribution Upgrades required to support the activation and operation of the EVSE on the Site.

4.6 Maintain all Equipment in a safe manner pursuant to Section 7 below.

4.7 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 9 below.

4.8 Rectify any and all issues discovered or identified during inspection(s) conducted by National Grid or its contractor which is a condition of any incentive or rebate payment to Site Host by National Grid under the Program and this Agreement.

4.9 Insure or self-insure the EVSE against loss, theft, damage, or destruction in an amount not less than the full replacement value of the EVSE.

4.10 Comply with insurance requirements set forth under Section 15 below.

4.11 Provide the required documentation and invoices to National Grid pursuant to Section 8 below.

4.12 Pay the electricity costs for EVSE on Site.

5. National Grid Obligations.

National Grid or its contractors will:

5.1 Install and maintain any necessary National Grid Electric Distribution System Upgrades at the Site.

5.2 Pay Electric Distribution System Upgrade Financial Incentive, EVSE Rebate, and any other incentives to Site Host following receipt of invoices and required documentation and completion of the post-inspection by National Grid which must be to the satisfaction of National Grid.

6. EVSE Utilization and Reporting.

Site Host shall authorize the EVSE Supplier to provide National Grid the EVSE Utilization Data on a monthly basis where networking is required for the Term of this Agreement. The EVSE Utilization Data will not include any personally identifiable information.

7. EVSE, Installation and Maintenance.

The Site Host shall purchase and own all rights, title and interest in the EVSE which the Site Host shall install on the Site. Except as otherwise provided hereunder, neither National Grid nor its contractors or agents shall be responsible for performing any work in connection with the installation of EVSE. The Site Host understands and agrees that after the EVSE is installed, the Site Host shall operate and maintain the EVSE in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein. The Site Host shall repair and replace the EVSE and/or replace any necessary parts of the EVSE at the Site Host's sole expense.

8. Rebate and Incentive Processing.

National Grid must preapprove the cost of the Site Host's Electric Distribution System Upgrades prior to the Site Host or its contractor commencing any work on such upgrades. The Site Host shall provide National Grid with actual, reasonable, direct and properly documented invoices for the Site Host's Electric Distribution System Upgrades and installed EVSE. Within ninety (90) days following receipt of invoices and all required documentation and completion of the post-inspection by National Grid, National Grid will pay the applicable Electric Distribution System Upgrade Financial Incentive, EVSE Rebate, or other incentives to the Site Host. The Site Host is entitled to only one payment of incentives and rebates for the Site Host's Electric Distribution System Upgrades and the EVSE purchased regardless of the source or program. The Site Host shall disclose if it has received, and provide National Grid with documentation of, other rebates and/or incentives received from other entities for the EVSE and Site Host's Electric Distribution System Upgrades.

9. Access.

9.1 Site Host shall allow National Grid or its contractor access to the Site to: (i) perform verification of the installation and activation of EVSE during the Term; and (ii) to prepare the Site for work required in connection with the Program including, without limitation, for certain assessments required for an Application, the installation of Site Host's Electric Distribution System Upgrades, inspection (post and periodic) of the EVSE, emergency or maintenance issues relating to the National Grid Electric Distribution System Upgrades. The Site Host shall cooperate in good faith with National Grid to obtain easement(s), as necessary, including promptly signing any required applications. National Grid may record a "Standard Form Notice of Contract" in lieu of an easement to evidence its right to access the Site.

9.2 Site Host shall allow users access to the Site to use the EVSE and shall ensure: (i) each EVSE is visible and accessible for use during the Site Host's normal business hours of operation except that Site Host may, in its sole discretion, for safety, emergency or maintenance purposes, restrict access to and use of the EVSE; (ii) parking spaces are reserved and visible by way of signage for users to park vehicles and use the EVSE; and (iii) parking area around the EVSE is maintained including, without limitation, snow removal and general cleaning of the area around the EVSE on the Site.

10. Monitoring and Inspection.

10.1 National Grid or its contractor may access the Site to perform an initial site assessment, as well as verification of installed Equipment.

10.2 The Site Host shall address and resolve any and all issues discovered by Site Host or identified during an inspection

by National Grid and communicated to the Site Host by National Grid. Site Host shall resolve issues in order to receive payment of rebates and incentives from National Grid.

10.3 After the initial site assessment, National Grid may monitor the use of the EVSE and periodically inspect the same in order to verify Site Host's compliance with the Agreement and Program Materials and to obtain certain information, including, without limitation, usage information, the actual demand, and Site Host's participation in its obligations and duties under this Agreement.

10.4 Site Host shall cooperate in good faith with National Grid and/or its contractor and provide any requested information in connection with National Grid's monitoring and inspections of the EVSE or the Site Host's Electric Distribution System Upgrades. Site Host understands and agrees that National Grid and its contractor shall not perform any kind of safety, code or other compliance review of the EVSE or the Site.

11. Program Participation and Modification.

Once the Site Host submits to National Grid the Application and required documentation, National Grid shall inform the Site Host, if approved, with a Commitment Letter detailing the rebate amounts and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Program.

12. Termination.

12.1 National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement.

12.2 The Site Host may terminate this Agreement before the expiration of the Initial Term.

12.3 If National Grid terminates this Agreement for cause or the Site Host terminates the Agreement before the end of the Initial Term, the Site Host shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over the Initial Term) installation costs for the National Grid Electric Distribution System Upgrades, and Site Host's Electric Distribution System Upgrades, and EVSE Rebate.

13. Name and Logo Use.

The Site Host shall not use National Grid's name or logo without express written authorization from National Grid. Any authorized use of National Grid's name and logo must be reviewed and approved by National Grid and such use must strictly adhere to such National Grid's specific name and logo use/branding requirements.

14. Confidentiality.

The Site Host grants to National Grid the right to use and reference for promotional and regulatory purposes the Site Host's participation in the Program. National Grid shall keep in strict confidence any Site Host confidential information and any confidential EVSE Utilization Data. National Grid shall exercise reasonable care to maintain the confidentiality and shall not disclose confidential information to any third parties, except to the extent expressly permitted by these Terms and Conditions.

15. Liability.

The Site Host shall be liable for any claims, liability, losses, damages and costs to the extent arising from any act of omission on the part of the Site Host or its contractors, employees or any person for whom the Site Host is legally responsible who causes injury to persons (including death) or damage to property. The Site Host shall not be responsible for any claims, liability, losses, damages or costs to the extent that such results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

16. Indemnification.

The Site Host shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) brought by or for third parties (collectively, "Loss") to the extent arising out of or resulting from the Site Host's participation in Program or the Site Host's acts or omission under this Agreement. The Site Host shall not be responsible for indemnifying National Grid under this section to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

17. Disclaimer of Warranties.

Except as expressly stated herein, National Grid makes no representations, warranties or guarantees in connection with the Agreement. National Grid does not make any representations of any kind regarding the benefits, adequacy or safety of the EVSE. The Site Host understands and agrees that National Grid is not a manufacturer of, or regularly engaged in

the sale or distribution of, or an expert with regard to the EVSE or any related work. The Site Host further understands and agrees that neither National Grid nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or Site. This Section shall survive the termination or expiration of the Agreement.

18. Limitation of Liability.

With the exception of the Site Host's indemnity obligations hereunder, neither the Site Host nor National Grid shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third party claims for personal injury or property damage, National Grid's liability to the Site Host under this Agreement, regardless of the amount of claims, shall not exceed to the total amount of Electric Distribution System Upgrade Financial Incentive and EVSE Rebate paid by National Grid to the Site Host under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

19. Removal of Equipment.

The Site Host understands and agrees that as a condition of participation in the Program to properly remove and dispose of or recycle or de-energize the EVSE in accordance with all applicable laws and regulations. The Site Host further understands and agrees to pay the cost to remove or de-energize the Site Host's Electric Distribution System Upgrades should the Site Host desire removal of such upgrades.

20. Compliance with Laws.

The Site Host shall, and shall require its subcontractors, agents and employees to, comply with all applicable Federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety rules and regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.

21. Notice.

All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (i) if to National Grid at 40 Sylvan Road, Waltham MA 02451, Attention: Massachusetts Program Manager Electric Vehicles and (ii) if to the Site Host, at the address of the Site as set forth in the Application.

22. Governing Law.

The Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. The Site Host hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

23. Assignment.

Subject to Sections 23.1 and 23.2 below, Site Host may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of National Grid.

23.1 If Site Host is the Owner of the Site and proposes to transfer title to the Site to another entity during this Agreement, Site Host will provide National Grid with at least sixty (60) days advance written notice of such transfer. Such notice will include the name and address of the prospective transferee. During the sixty-day period following National Grid's receipt of such notice, National Grid shall, in its sole discretion, either (i) terminate the Agreement, or (ii) permit all of Site Host's rights and obligations under this Agreement to be assigned to the prospective transferee, such assignment to be effective on the date title to the Site is transferred to such transferee.

23.2 If at any time during this Agreement, the Site Host proposes to terminate its occupancy of the Site, the Site Host will provide National Grid at least sixty (60) days prior written notice of such termination. If the Site Host intends that other Persons will become occupants of the Site, then such notice will include the name and address of such Persons. Upon receipt of such notice, National Grid may either (i) terminate the Agreement, or (ii) continue Site Host's participation in the Program under this Agreement subject to the condition that the new occupants execute a written agreement satisfactory to National Grid in which such occupants agree to the applicable terms and conditions contained herein. Notwithstanding anything to the contrary under this Section, the Site Host will be responsible and liable under this Agreement. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 12 above.

24. Amendment.

There shall be no amendment to this Agreement or any Program guidelines unless such is made by National Grid and mutually agreed upon by Site Host and National Grid.

25. No Third Party Beneficiaries.

This Agreement does not grant any rights to any third parties.

26. Entire Agreement.

This Agreement constitutes the entire agreement between National Grid and the Site Host with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.

Site Host has read, understands and agrees to these Terms and Conditions.

Site Host Initials: