

NATIONAL GRID DEMAND CHARGE REBATE PROGRAM AND PARTICIPANT TERMS AND CONDITIONS

The Participant agrees to participate in the National Grid Demand Charge Rebate Program offered by the Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") pursuant to Rule 48 of National Grid's electricity service tariff, PSC No. 220, Electricity ("Tariff"), as may be amended from time to time, and the terms and conditions ("Terms and Conditions"), set forth herein.

1. Definitions.

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

"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.

"Agreement" means the Application, these Terms and Conditions and any attachments which are incorporated and made a part of this Agreement.

"Application" means the National Grid Demand Charge Rebate Program Application, including any required documentation, and these Terms and Conditions.

"Billing Period" means the one (1) month period of time between two (2) statement closing dates for which a customer's utility bill is calculated and issued by National Grid.

"Charging Ratio" means the ratio of Maximum Possible EV Charging Demand divided by the Maximum Possible Site Demand.

"Demand Charge" means the line item on the Participant's utility bill labeled "Demand" within the delivery section. The Demand Charge is the product of the demand rate (as specified in the applicable tariff) and peak metered load of the Participant in kW. The Demand Charge is calculated for every Billing Period.

"Direct Current Fast Charging Equipment" means the direct current fast charging electric vehicle supply equipment that typically operates at 400 – 1000 volts.

"EV Charging" means utility delivery of electrical energy to an electric vehicle connected to Level 2 Charging Equipment or Direct Current Fast Charging Equipment.

"Level 2 Charging Equipment" means the alternating current electric vehicle supply equipment of at least 220/240V.

"Load Sheet" means a National Grid provided form, completed by the Participant or their representative, documenting (among other details) the Maximum Possible EV Charging Demand and the Maximum Possible Site Demand at the Participant's Site.

"Maximum Possible EV Charging Demand" means the sum of the nameplate capacity of all Level 2 Charging Equipment and Direct Current Fast Charging Equipment at the Participant's Site, or the maximum load possible due to any load limiting hardware such as a fused switch or rectifier cabinet if less than the sum of the nameplate capacity of all Level 2 Charging Equipment and Direct Current Fast Charging Equipment at the Participant's Site.

"Maximum Possible Site Demand" means the Participant's maximum potential connected electrical load at the Participant's Site, including the Maximum Possible EV Charging Demand as well as all non-EV Charging load (sum of the nameplate of all other Participant loads behind the meter including lighting, HVAC, elevators, etc.).

"Monthly Incentive" means the calculated incentive provided to a Participant for participating in the Program for a single Billing Period. The calculation of the value of a Monthly Incentive is described in Section 5.

"National Grid" or **"Company"** means Niagara Mohawk Power Corporation d/b/a National Grid.

"Participant" means a customer maintaining an account for electric service with National Grid who operates EV Charging which meets the eligibility requirements herein.

"Per Plug Incentive Program" means the annual incentive per plug program offered to National Grid electric customers per documentation in the State of New York Public Service Commission Case 18-E-0138.

"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.

"Program" means the National Grid Demand Charge Rebate Program.

"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.

"Program Order" means the "Order Implementing Immediate Solutions" issued by the State of New York Public Service Commission in Case 22-E-0236 on November 20, 2023.

"Rebate Payment" means the payment by National Grid to the Participant which may be the sum of value(s) of one (1) or more Monthly Incentives.

"Separately Metered" means a Site or utility billing account where the only load is for EV Charging and limited additional equipment. Any additional equipment should be exclusively for a Person who is using the EV Charging.

“Site” means a set of electrical equipment behind a single National Grid customer meter.

“Tariff” means National Grid’s electricity service tariff, PSC No. 220, Electricity.

“Term” has the meaning set forth in Section 2 below.

2. Term.

The Term of this Agreement will begin on the date National Grid receives the Participant’s completed Application and continue until the date National Grid issues the final Rebate Payment for which the Participant is eligible. The Program will be discontinued once National Grid’s “EV Phase-In Rate” is approved by the State of New York Public Utilities Commission and becomes available to customers. Participants will be notified of this change and given the option to enroll in the EV Phase-In Rate, if eligible.

3. Participant Eligibility Requirements.

- a. The Participant is a non-residential National Grid electric customer taking delivery of electric service under one of the following demand-based rate classes: SC2D, SC3, SC3A, or SC4.
- b. The Participant agrees to participate in the Program for the Term.
- c. The Participant must employ EV Charging at the Site which can include Level 2 Charging Equipment and/or Direct Current Fast Charging Equipment.
- d. At least fifty (50) percent of the Participant’s electric load at the Site must come from EV Charging, as demonstrated by having a Charging Ratio of 0.5 or greater, if not Separately Metered. Charging Ratio is defined in Section 5.
- e. The Participant must not be enrolled in the Per Plug Incentive (PPI) Program.
- f. The Participant must not be participating in an economic development program such as the Excelsior Jobs Program.
- g. The Participant represents and warrants that the information it submitted on its Application for the Program participation is true, complete, and accurate.
- h. Once the Participant submits a complete Application, National Grid shall inform the Participant in writing regarding eligibility and participation in the Program.

4. Participant Data Sharing Responsibilities.

The Participant shall allow National Grid to share all data specified in the Program Order required for the Company’s annual and semi-annual filings. Such data shall include equipment type and energy usage data, including monthly kWh dispensed, peak demand, and load factor. National Grid shall maintain Participant confidentiality in data reporting.

5. Monthly Incentive Calculation.

- a. The Monthly Incentive for a given Billing Period is calculated as follows:

$$\text{Monthly Incentive} = 50\% \times \text{Demand Charge} \times \text{Charging Ratio}$$

- b. The Charging Ratio is calculated as follows:

$$\text{Charging Ratio} = (\text{Maximum Possible EV Charging Demand}) / (\text{Maximum Possible Site Demand})$$

- i. If the Site’s Level 2 Charging Equipment and/or Direct Current Fast Charging Equipment are Separately Metered from other loads (e.g., buildings, parking lot lights), then the Charging Ratio is 1.
- ii. If the Site’s Level 2 Charging Equipment and/or Direct Current Fast Charging Equipment are not Separately Metered, then National Grid will calculate the Charging Ratio using information about such equipment and the Load Sheet.
- iii. National Grid retains the right to re-calculate the Charging Ratio at any time during the Term.

6. Rebate Payment Schedule.

- a. Monthly Incentives will be calculated for every Billing Period, starting with the first full Billing Period after a completed Application is submitted.
- b. Rebate Payments will be paid by National Grid to the Participant once every six (6) months. The first Rebate Payment will be paid to the Participant to reflect Monthly Incentives for the first six (6) Billing Periods of participation. Further Rebate Payments will be paid in increments of six (6) Billing Periods, until participation has ended. The final Rebate Payment may cover six (6) or fewer Billing Periods. National Grid retains the right to issue more frequent Rebate Payments in increments of fewer than six (6) Billing Periods.
- c. National Grid will pay the Rebate Payment to the Participant within forty-five (45) days after the conclusion of the last Billing Period associated with that Rebate Payment.
- d. National Grid will indicate the amount of each Monthly Incentive included in a Rebate Payment.

7. Program Modification and Termination.

National Grid may, in its sole discretion, limit participation by any Participant, and/or deny participation. National Grid may, in its sole discretion, terminate, at any time after admission, participation by any Participant and terminate this Agreement or modify the Program.

8. Name and Logo Use.

Unless specifically authorized by National Grid in writing, the Participant shall not use National Grid's name or logo without express written authorization from National Grid. Any authorized use of National Grid's logo must be reviewed and approved by National Grid and such use must strictly adhere to National Grid's specific logo use requirements.

9. Indemnification and liability.

- a. Participant shall indemnify, defend and hold harmless National Grid, its affiliates, and their respective contractors, officers, directors, employees, and agents ("Indemnified Parties") from and against any and all claims, damages, losses and expenses ("Damages") brought by or for third parties ("Claims") to the extent arising out of or resulting from the acts or omission of the Participant in connection with the Participant's participation in the Program and/or arising out of or related to the EV Charging or installation of such EV Charging, except to the extent that any Claims are caused by the negligence or willful misconduct of the Indemnified Party(ies).
- b. Except for the Participant's indemnity obligations hereunder, neither National Grid nor the Participant shall be liable under this Agreement or in connection with the Program for any indirect, exemplary, incidental, special, punitive or consequential damages.
- c. To the extent permitted by law, National Grid shall not be liable to the Participant for any damages that may result from the EV Charging or the installation of the EV Charging. In no event shall National Grid's liability to the Participant under this Agreement or the Program exceed the amount of the total Rebate Payments.
- d. The provisions of this Section shall survive the termination, cancellation or completion of the Participant's participation in the Program or this Agreement.

10. No Warranties.

- a. The company does not endorse, guarantee, or warrant any contractor, manufacturer or product (including the equipment and product(s)), and the company makes no warranties or guarantees including, without limitation, warranties of merchantability and fitness for a particular purpose. Any warranties provided by manufacturers, licensors, contractors or providers of the equipment, product(s), services or other items ("third party warranties") are not to be considered warranties of the company and the company makes no representations, guarantees, or warranties as to the applicability or enforceability of any such third-party warranties.
- b. The Company is not responsible for determining that the design, engineering or completion of the EV Charging or installation of such EV Charging are/is proper or complies with any particular laws, codes, or industry standards. The Company does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EV Charging or the adequacy or safety of the EV Charging or any equipment.
- c. The provisions of this Section shall survive the termination, cancellation or completion of this Agreement and the Participant's participation in the Program.

11. 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 300 Erie Blvd West, Syracuse, NY 13202. Sales and Program Operations, Bldg 3 – Customer Energy Delivery Attention: EV Program Manager and (ii) if to the Participant, at the billing address of the Site as set forth in the Application.

12. Governing Law.

The Agreement shall be interpreted and enforced according to the laws of the State of New York without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of the State of New York. The Participant hereby submits to the courts of the State of New York for the purposes of interpretation and enforcement of this Application and this Agreement.

13. Assignment.

Participant may not assign or delegate any of its rights or obligations hereunder.

14. Amendment.

There shall be no amendment to the Agreement or any Program guidelines unless such is made by National Grid.

15. General Provisions.

This Agreement does not grant any rights to any third parties except with respect to indemnity rights of Indemnified Parties under Section 9 above. In the event of any conflict or inconsistency among the Tariff, these Terms and Conditions, and any other Program Materials, the foregoing authorities shall prevail in the following order: (i) the Tariff; (ii) these Terms and Conditions; and (iii) other Program Materials.

Signatures:

Participant has read, understands and agrees to these Terms and Conditions.

Participant Organization: _____

Participant Billing Account Number: _____

Printed: _____

Signature: _____

Date: _____