

# Electric Vehicle Infrastructure Make-Ready Program Participant Terms and Conditions

The Participant agrees to participate in the National Grid Electric Vehicle Infrastructure Make-Ready Program (“Make-Ready Program”) and/or Load Management Technologies Incentive Program (“LMTIP”) offered by Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid”) pursuant to these 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:

- 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 Make-Ready Program Application and/or the LMTIP Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 “Approved Contractor” means a contractor who has met National Grid’s approval criteria to install EV charging infrastructure incentivized through the Make-Ready Program.
- 1.5 “Direct Current Fast Charging Equipment” or “DCFC Equipment” means the direct current fast charging EVSE and Participant’s Electric Distribution System Upgrades.
- 1.6 “Energy Storage System” means a set of hardware including a battery and necessary ancillary hardware which can store energy and discharge it when needed as electricity.
- 1.7 “Equipment” means the EVSE, Participant’s Electric Distribution System Upgrades, and Participant’s LMTIP Upgrades.
- 1.8 “Equipment Activation Date” means the date that the Participant energizes the Equipment installed on the Site.
- 1.9 “EV Service Provider” means vendors providing EVSE or software services to the Participant as part of the Make-Ready Program.
- 1.10 “EVSE” means the Electric Vehicle Supply Equipment.
- 1.11 “EVSE Utilization Data” means charging station utilization information defined by the Program Order provided by the Participant to National Grid or its third-party vendor, which includes, but is not limited to:
  - the number of sessions daily,
  - start and stop times of each charge,
  - the amount of time each vehicle is plugged in per session,
  - peak kW per charging session,
  - kWh per charging session,
  - plug outage information, which is to include the number and duration of outages and is to be differentiated by expected outages (for maintenance) and unexpected outages, and
  - annual aggregated per site data including kWh, percent utilization, and hours of charging.
- 1.12 “Level 2 Equipment” means the alternating current charging EVSE and Participant’s Electric Distribution System Upgrades.
- 1.13 “LMTIP Upgrades” means (i) National Grid Electric Load Management System Upgrades and (ii) Participant’s LMTIP Upgrades.
- 1.14 “LMTIP Incentive” means National Grid’s financial contributions toward the LMTIP Upgrades.
- 1.15 “LMTIP Order” means Order Establishing Load Management Technology Incentive Programs issued by the New York Public Service Commission on August 19, 2024 and any subsequent applicable and relevant orders.
- 1.16 “Make-Ready Electric Upgrades” means (i) National Grid Electric Distribution System Upgrades and (ii) Participant’s Electric Distribution System Upgrades.
- 1.17 “Make-Ready Program Incentive” means National Grid’s financial contributions toward the Make-Ready Electric Upgrades.
- 1.18 “Medium- and Heavy-Duty Pilot Equipment” means DCFC Equipment and/or Level 2 Equipment for which the Participants are receiving a Make-Ready Program Incentive following the requirements of the Medium- and Heavy-Duty Pilot as described in Make-Ready Program Order.
- 1.19 “National Grid Electric Distribution System Upgrades” means electrical infrastructure that is required to install new EVSE, owned and operated by National Grid, including, but not limited to, transformers, and new or upgraded electric services.
- 1.20 “National Grid Electric Load Management System Upgrades” means electrical infrastructure that is required to install new Participant LMTIP Upgrades, owned and operated by National Grid, including, but not limited to, transformers, and new or upgraded electric services.

1.21 “Participant” means an entity that applies for and receives the incentives available through the Make-Ready Program. This entity may also be responsible for owning, managing, and/or operating the Equipment and may include the developer, site host, equipment owner, Approved Contractor or customer.

1.22 “Participant’s Electric Distribution System Upgrades” means electric infrastructure that is required to install new EVSE, owned and operated by an entity other than National Grid, including, but not limited to, installation of wire and conduit, transformers, or mounting hardware from the Participant’s electrical panel to the EVSE stub.

1.23 “Participant’s LMTIP Upgrades” means electric infrastructure and software that are required to install new Load Management Technologies, owned and operated by an entity other than National Grid, including, but not limited to, installation of wire and conduit, transformers, energy storage equipment, Energy Management Systems, load balancing switches, and contracts for software services.

1.24 “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.

1.25 “Program Materials” means the documents and information provided by National Grid, and other Make-Ready Program or LMTIP requirements, which may include, without limitation, Make-Ready Program or LMTIP guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Make-Ready Program and/or LMTIP.

1.26 “Make-Ready Program Order” means Order Establishing Electric Vehicle Infrastructure Make-Ready Program and Other Programs issued by the New York Public Service Commission on July 16, 2020 and any subsequent applicable and relevant orders, including the Order Approving Midpoint Review Whitepaper’s Recommendations with Modifications issued November 16, 2023 in Case 18-E-0138.

1.27 “Site” means the property owned or occupied by the Participant where the Equipment will be installed.

1.28 “Term” means the Term as set forth in Section 2 below.

1.29 “Vehicle-to-Grid (V2G)” means a process by which an electric vehicle discharges electricity to National Grid’s electric distribution system or an Energy Storage System.

## **2. Term.**

The Term of this Agreement will commence on the date this Agreement is signed below and conclude five (5) years from the Equipment Activation Date.

## **3. Participant Eligibility Requirements and Representations and Warranties.**

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

3.2 The Participant agrees to install EVSE consistent with the Make-Ready Program Order, perform the required Participant’s Electric Distribution System Upgrades, install the Participant’s LMTIP Upgrades per the Application as approved by National Grid, and establish any necessary electric service orders with National Grid.

3.3 The Participant agrees to install Equipment in compliance with all federal, state, and local laws and/or codes, and to follow all applicable electric codes and standards.

3.4 The Participant represents that the Site is free from “hazardous waste,” as that terminology is defined in applicable state and federal laws and regulations. In the event pre-existing “hazardous waste” is discovered at the Site during installation of the MakeReady Electric Upgrades, the Company’s only obligation is to notify the Participant who shall have the sole obligation to remediate said “hazardous waste” to the satisfaction of the appropriate regulatory agency.

3.5 The Site is free from any property restrictions that would prohibit the installation of the Make-Ready Electric Upgrades, including any institutional controls and/or engineering controls as defined in 6 NYCRR Part 375-1.2. In the event any of these controls exist on the Site, the Participant is solely responsible for compliance under the appropriate regulatory agency. The Participant is not aware of any such property restrictions regulated under any applicable federal, state, or local environmental law for which the Participant has not obtained an approval for the Make-Ready Electric Upgrades.

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

## **4. Participant Obligations.**

The Participant shall:

4.1 Provide National Grid with estimates of the total project cost including but not limited to the cost of Participant’s Electric Distribution Upgrades, EVSE purchase costs, Participant’s LMTIP Upgrades, and installation/commissioning costs as required in the Application.

4.2 Obtain all necessary approvals, permits and licenses for the installation and operation of Equipment.

4.3 Install EVSE and Participant’s Electric Distribution Upgrades using only members of the Approved Contractor list.

4.4 Perform Participant’s Electric Distribution System Upgrades required to support the activation and operation of the EVSE on the Site.

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

4.6 Ensure the EVSE used follows the Communications Standards Requirements pursuant to Section 10 below.

4.7 For Participants receiving a Make-Ready Program Incentive for Level 2 Equipment that is not Medium- and Heavy-Duty Pilot Equipment, complete construction of Equipment within six (6) months from the date the Application is approved by National Grid.

For Participants receiving a Make-Ready Program Incentive for DCFC Equipment and/or Medium- and Heavy-Duty Pilot Equipment, complete construction of Equipment within one year from the date the Application is approved by National Grid. The Participant may submit an extension request for National Grid's consideration prior to this deadline. National Grid may, in its sole discretion, approve on a case-by case basis.

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

4.9 Rectify any issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 12 below.

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

4.11 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 11 below.

4.12 For Participants receiving a Make-Ready Program Incentive, maintain and display easily identifiable and up-to-date contact information for the EV Service Provider on each charging station.

4.13 Pay the electricity costs for EVSE and Participant's LMTIP Upgrades (if applicable) on Site.

4.14 Notify National Grid of any vandalism, malfunction, or suspected malfunction of the Equipment.

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

4.16 For Participants receiving a Make-Ready Program Incentive for DCFC Equipment, ensure each EVSE installed is operational ninety-five percent (95%) of the time on an annual basis. An EVSE is considered operational if it is either currently performing a charging session, or available to start a charging session should a user follow the standard operating practices to initiate a session.

4.17 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, ensure the Site is operational at least ninety-nine percent (99%) of the time on an annual basis with the Site being considered operational when at least half of the DCFC Equipment is operational.

4.18 For Participants receiving a LMTIP Incentive, ensure the Site maintains eligibility for LMTIP by participating in a complementary offering as listed in the Program Materials for the Term.

## **5. National Grid Obligations.**

National Grid or its contractor will:

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

5.2 Pay the applicable portions of the Make-Ready Program Incentive associated with Participant's Electric Distribution System Upgrades and LMTIP Incentive associated with Participant's LMTIP Upgrades to the Participant following receipt of invoices and required documentation from the Participant.

## **6. EVSE Utilization and Reporting.**

6.1 Participant shall provide the required EVSE Utilization Data. As required by the Make-Ready Program Order and the LMTIP Order, for the Term of this Agreement, the Participant shall provide, or authorize the EV Service Provider to provide, complete EVSE Utilization Data to National Grid and any authorized third-party vendor acting on behalf of National Grid. The EVSE Utilization Data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. EVSE Utilization Data is required starting from the Equipment Activation Date until the end of the Term of this Agreement.

6.2 Additionally, the Participant and the EV Service Provider shall make a reasonable attempt to provide National Grid and any authorized third-party vendor acting on behalf of National Grid with additional information relevant to this Agreement and the Participant's participation in the Program which is necessary for regulatory reporting by National Grid and for evaluation by National Grid.

6.3 In addition to the EVSE Utilization Data, if the Participant received an LMTIP Incentive, then the Participant shall provide, or authorize the EV Service Provider, or authorize an alternative designated third-party to provide EVSE interval data to National Grid and any authorized third-party vendor acting on behalf of National Grid. This EVSE interval data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. This data will be for energy flows in kilowatt-hours in intervals of fifteen (15) minutes or more frequent for each EVSE at the Site.

6.4 In addition to the EVSE Utilization Data, if the Participant received a LMTIP Incentive for a Site where the Participant's LMTIP Upgrades include an Energy Storage System, then the Participant shall provide, or authorize the EV Service Provider, or authorize an alternative designated third-party to provide the following data to National Grid and any authorized third-party vendor acting on behalf of National Grid. This data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. This data will be for energy flows in kilowatt-hours in intervals of fifteen (15) minutes or more frequent for the following locations at the Site (if the location and/or capability exists at the Site):

- Input to the Energy Storage System(s) from the distribution grid,
- Input to the Energy Storage System(s) from any energy generation source other than via the distribution grid, and
- Input to the EVSE and/or Energy Storage System(s) of any Vehicle-to-Grid (V2G) activity.
- Output of the Energy Storage System(s) to each EVSE that is connected to the Energy Storage System(s),
- Output from the Energy Storage System(s) to other non-EV charging equipment at the Site,
- Output from the Energy Storage System(s) to the distribution grid

## **7. Equipment Installation and Maintenance.**

The Participant shall obtain the Equipment and shall install the Equipment 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 Equipment. The Participant understands and agrees that after the Equipment is installed, the Participant shall operate and maintain the Equipment in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein.

The Participant shall, at the Participant's sole expense, be responsible for any necessary repair and replacement of the Equipment and/or replacement of any necessary parts of the Equipment.

## **8. Incentive Processing.**

National Grid must preapprove the cost of the Participant's Electric Distribution Upgrades and/or Participant's LMTIP Upgrades prior to the Participant or its contractor commencing any work on such upgrades. The Participant shall provide National Grid with reasonable, estimated, and properly documented costs for the Participant's Electric Distribution Upgrades, EVSE, and Participant's LMTIP Upgrades. National Grid will assess the Application, the costs associated with the Participant's Electric Distribution Upgrades, and the costs associated with the National Grid Electric Distribution Upgrades to determine the Make-Ready Program Incentive for which the Participant is eligible. National Grid will assess the Application, the costs associated with the Participant's LMTIP Upgrades, and the costs associated with the National Grid Electric Load Management System Upgrades to determine the LMTIP Incentive for which the Participant is eligible. Within ninety (90) days following completion of construction, the Participant must provide all invoices and other required documentation pursuant to the program requirements under the Program Materials. If the Participant does not provide the required information and documentation in accordance with the Program Materials, then National Grid may, in its sole discretion, terminate this Agreement. Within ninety (90) days following receipt of invoices and all required documentation, National Grid will pay the applicable portion of the Make-Ready Program Incentive and/or LMTIP Incentive to the Participant.

## **9. Change of Ownership.**

The Participant may not assign or delegate any of its rights or obligations under this Agreement without the express written consent of National Grid, which shall not be unreasonably withheld.

If at any time during this Agreement, the Participant intends to transfer its ownership of the Equipment to a third-party new owner, the Participant will provide National Grid at least sixty (60) days prior written notice of such assignment. Such notice will include the name and address of such third-party, and a copy of the asset transfer agreement. In such an instance, the Participant is required to transfer all of their obligations under this Agreement for the remaining time of the Term to the third-party new owner of the Equipment.

Notwithstanding anything to the contrary under this Section, the Participant will be responsible and liable under this Agreement until its termination or expiration. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 14 below.

## **10. Equipment Communications Standards Requirements.**

10.1 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, National Grid will require as a condition of Application approval the Participant to demonstrate that the EVSE to be installed has hardware conformance with International Organization for Standardization (ISO): ISO 15118 part 3 and hardware and software conformance with capability to enable ISO 15118 parts 2 or 20.

10.2 For Participants receiving a Make-Ready Program Incentive for Sites with DCFC Equipment, on or after November 16, 2024, National Grid will require, as a condition of Application approval, the Participant to demonstrate that the EVSE to be installed has hardware conformance with Open Charge Point Protocol (OCPP): OCPP version 2.0.1 or later.

10.3 For Participants receiving a Make-Ready Program Incentive for DCFC Equipment or Level 2 Equipment, on or after June 1, 2025 National Grid will require as a condition of Application approval the Participant to demonstrate that the EVSE to be installed have hardware and software conformance with International Organization for Standardization (ISO): ISO 15118 part 3 and capability to enable ISO 15118 parts 2 or 20 and have hardware conformance with Open Charge Point Protocol (OCPP): OCPP version 2.0.1 or later.

## **11. Access.**

11.1 Participant shall allow National Grid or its authorized vendor access to the Site to: (i) perform verification of the installation and activation of EVSE and/or Participant's LMTIP Upgrades during the Term; and (ii) to prepare the Site for work required in connection with the Make-Ready Program and/or LMTIP including, without limitation, for certain assessments required for an Application, the installation of National Grid Electric Distribution Upgrades, the installation of National Grid Electric Load Management System Upgrades, inspection (post and periodic) of the EVSE and/or Participant's LMTIP Upgrades, and emergency or maintenance issues relating to the National Grid Electric Distribution Upgrades and/or National Grid Electric Load Management System Upgrades. The Participant 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.

11.2 If the Make-Ready Program Incentive provided to the Participant was provided at the "Public" incentive level, then the Participant is required to make the EVSE(s) available for public use and access by compatible electric vehicles without an access fee (unless the Site is owned by the municipality), starting at the Equipment Activation Date until the end of the Term of this Agreement.



## **12. Monitoring and Inspection.**

12.1 National Grid or its authorized third-party vendor may access the Site to perform an initial site assessment.

12.2 The Participant shall address and resolve any and all issues discovered by the Participant or identified during an inspection by National Grid or its authorized third-party vendor and communicated to the Participant by National Grid. The Participant shall resolve issues in order to be eligible for any of the Make-Ready Program Incentive and/or LMTIP Incentive from National Grid.

12.3 National Grid may monitor the use of the EVSE and/or Participant's LMTIP Upgrades and periodically inspect the same in order to verify the Participant's compliance with the Agreement, Make-Ready Program requirements, and/or LMTIP requirements, and to obtain certain information, including, without limitation, usage information, and the Participant's participation in its obligations and duties under this Agreement.

12.4 The Participant shall cooperate in good faith with National Grid and/or its authorized third-party vendor and provide any requested information in connection with National Grid's monitoring and inspections of the EVSE, the Participant's Electric Distribution Upgrades, and/or Participant's LMTIP Upgrades. The Participant understands and agrees that neither National Grid nor its authorized third-party vendor shall perform any kind of safety, code, or other compliance review of the EVSE, Equipment, or the Site.

## **13. Program Participation and Modification.**

Once the Participant submits to National Grid the Application and required documentation, National Grid shall inform the Participant in writing regarding the Participant's eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Make-Ready Program and the LMTIP.

## **14. Termination.**

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

14.2 If National Grid terminates this Agreement for cause or the Participant terminates the Agreement before the end of the Term, the Participant shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over 5 years) installation costs for the Make-Ready Electric Upgrades and/or the LMTIP Upgrades.

## **15. Name and Logo Use.**

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 name and logo must be reviewed and approved by National Grid and such use must strictly adhere to National Grid's specific name and logo use/branding requirements.

## **16. Confidentiality.**

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

## **17. Liability.**

The Participant 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 Participant or its contractors, employees or any person for whom the Participant is legally responsible who causes injury to persons (including death) or damage to property except to the extent liability results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement. With the exception of the Participant's indemnity obligations hereunder, neither the Participant 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 Participant under this Agreement, regardless of the number of claims, shall not exceed to the total amount of the Make-Ready Program Incentive associated with the Participant's Electric Distribution System Upgrades and the LMTIP Incentive associated with the Participant's LMTIP Upgrades paid by National Grid to the Participant under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

## **18. Tax Liability.**

The benefits conferred upon the Participant through participation in the Make-Ready Program and/or the LMTIP, including the receipt of the Make-Ready Program Incentive and/or LMTIP Incentive, may be taxable by the federal, state, and/or local government. The Participant is responsible for declaring and paying all such taxes and should seek the appropriate tax advice as Participant deems necessary. National Grid is not responsible for the payment of any such taxes.

## **19. Indemnification.**

The Participant 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 Participant's participation in Program or the Participant's acts or omission under this Agreement, except to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

## 20. 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 Participant 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 Participant 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.

## 21. Removal of Equipment.

The Participant understands and agrees that as a condition of participation in the Program to properly remove and dispose of or recycle the Equipment in accordance with all applicable laws and regulations. The Participant further understands and agrees to pay the cost to remove the Participant's Electric Distribution Upgrades and/or Participant's LMTIP Upgrades should the Participant desire removal of such upgrades.

## 22. Compliance with Laws.

The Participant 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.

## 23. 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 Boulevard West, Syracuse, NY 13202, Sales and Program Operations, Bldg. 3 – Customer Energy Delivery Attention: Program Manager Electric Vehicles; and (ii) if to the Participant, at the address of the Site as set forth in the Application.

## 24. 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 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 its Terms and Conditions.

## 25. Assignment.

This Agreement may not be assigned by the Participant without the express written consent of National Grid.

## 26. 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 the Participant and National Grid.

## 27. No Third-Party Beneficiaries.

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

## 28. Entire Agreement.

This Agreement constitutes the entire agreement between National Grid and the Participant 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.

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

Project CE-#:	
Participant:	
Signature:	
Printed Name:	
Date:	