

# Natural Gas Demand Response Program

## Terms and Conditions

The Customer (defined below) agrees to participate in the Natural Gas Firm Demand Response Program offered by either KeySpan Gas East Corporation d/b/a National Grid or The Brooklyn Union Gas Company d/b/a National Grid NY, depending on which service territory the relevant Site is located (such National Grid affiliate shall be referred to as “National Grid” herein), pursuant to these Natural Gas Firm Demand Response Program Terms and Conditions (“Terms and Conditions”). This program is not available to accounts located in Staten Island.

### 1. Certain Definitions. In the context of these Terms and Conditions,

- 1.1. **“Aggregator”** means an entity that aggregates and represents load and is responsible for the actions of its customers with respect to National Grid’s DR programs. Such an entity may also assist customers and property owners/managers with DR program participation. Third-Party Aggregators may have one or more accounts enrolled in the Companies’ Commercial, Industrial and Multifamily Programs during a given season. Aggregators will only aggregate accounts within the same program option.
- 1.2. **“Agreement”** means the Application, including all related exhibits, schedules, supplements, or attachments thereto, and these Terms and Conditions. In the event of conflict between the Application (or any related exhibits, schedules, supplements, or attachments thereto) and these Terms and Conditions, these Terms and Conditions shall govern.
- 1.3. **“Applicant”** means the entity that fills and submits the Application for enrolling in the Gas Demand Response Program to National Grid. An Applicant can be either a direct participant (“Customer”) or a third-party Aggregator.
- 1.4. **“Application”** means the application in respect of the Program completed by a Customer or Aggregator and accepted by National Grid, in National Grid’s sole discretion, which incorporates these Terms and Conditions by reference thereto, as amended, modified, or otherwise supplemented from time to time.
- 1.5. **“Customer”** means the firm non-residential rate customer maintaining an account for natural gas service with National Grid in National Grid’s service territory within the State of New York that is identified on Page 1 of the Application (Brooklyn, Queens and Long Island – excluding Staten Island) and that satisfies the Program requirements, as determined by National Grid.
- 1.6. **“Customer Data”** means all data and information collected by National Grid from Customer in respect of the Program, including, but not limited to (a) data and information collected by Metering Equipment, and (b) other data and information collected for the purposes of determining (i) the amount of payments (if any) to be remitted to Customer in accordance with this Agreement, and (ii) Customer’s compliance with Program requirements and this Agreement.
- 1.7. **“Daily Demand Response Program”** is a program for large firm Commercial, Industrial and Multifamily customers capable of reducing peak day gas loads for a period of 6 or 8 hours on event days. Customers must have the ability to reduce gas consumption by shutting off non-heating gas equipment or switching to a backup, non-gas heating fuel source.
- 1.8. **“Demand Response Event”** means a period of time during the Demand Response Season for which National Grid, upon not less than twenty (20) hours’ notice to Customer (i.e. by 8AM the mornings prior to when the reduction must occur), shall indicate that Customer must curtail Customer’s consumption of natural gas in accordance with this Agreement. Depending on program selected on Page 4 of the Application, Daily DR Program Customers will be required to curtail gas consumption either: (a) for a period of six (6) hours on such date(s) that is/are designated by National Grid, beginning at 4:00 AM ET and ending at 10:00 AM ET; or (b) for one or two periods of four (4) hours on such date(s) that is/are designated by National Grid, beginning at 6:00 AM ET and ending at 10:00 AM ET AND/OR beginning at 5:00 PM ET and ending at 9:00 PM ET. Hourly DR Program Customers will be required to curtail gas consumption for a period of four (4) hours on such date(s) that is/are designated by National Grid, beginning at 6:00 AM ET and ending at 10:00 AM ET. Demand Response Events will be called for days when National Grid forecasts the low temperature measured at either Republic Airport or LaGuardia Airport will be at or below 10 degrees Fahrenheit. If the Customer is enrolled in the Demand Response Program through an Aggregator, Demand Response Events notifications shall be sent by both said Aggregator and National Grid directly (through the designated Site Contact in the Application form) .
- 1.9. **“Demand Response Season”** means the period in any calendar year within the Term during which Customer is participating in the Program, beginning on November 1 and ending on March 31, inclusive.

- 1.10. **“Direct Load Control (DLC)”** The presence of a communications device which allows National Grid to remotely switch Customers’ gas load to an alternate fuel, or any other set-up that gives National Grid remote control of gas equipment.
  - 1.11. **“Effective Date”** means the date when National Grid accepts the Application.
  - 1.12. **“Event Performance”** means the comparison of an account’s actual consumption during the event window against its calculated baseline for the aggregate usage over the entire event window.
  - 1.13. **“Performance Payment”** means a payment, in addition to the Reservation Payment, equal to the applicable rate per dekatherm of natural gas curtailed by Customer during a Demand Response Event, as listed on Page 4 of the Application.
  - 1.14. **“Hourly Demand Response Program”** is a program for firm Commercial, Industrial and Multifamily customers who shift gas loads out of a 4-hour peak period window on event days. Customers are restricted from using a fossil fuel backup non-gas heating fuel source to reduce load during demand response events.
  - 1.15. **“Incentive Payment”** means a payment paid to the Customer for its qualifying participation, as determined by National Grid in accordance with Section 6 below, in the Firm Demand Response Program during the winter of 2021-2022. It is defined as the sum of potential Reservation Payment and Performance Payments.
  - 1.16. **“Metering Equipment”** means the National Grid owned meters and any other related equipment or items that are owned by National Grid and installed at the applicable Customer Site for the monitoring of natural gas flow and usage or controlling gas equipment.
  - 1.17. **“Performance Factor (PF)”** Percent value assigned to each account based on a 3-event rolling average of performance. The Performance Factor will be applied to Customer’s monthly incentive payment at the close of each month. All new Customers and third-party Aggregators will start the 2021-22 season with an assumed 100% PF, however, the Event Performance during the first event or test event will retroactively apply to any prior months when no events occurred. PF will carry over from prior winter for returning Customers.
  - 1.18. **“Program”** means the Natural Gas Firm Demand Response Program offered by National Grid to eligible Customers.
  - 1.19. **“Program Month”** means each calendar month during the Demand Response Season.
  - 1.20. **“Program Testing”** means any and all tests conducted by National Grid, including, without limitation, a Test Event or other tests conducted at a Customer Site in respect of Customer’s eligibility and/or capacity to participate in the Program.
  - 1.21. **“Site”** means Customer’s business facility in National Grid’s service territory within the State of New York to which firm natural gas service is provided by National Grid and that is set forth on Page 1 of the Application.
  - 1.22. **“Test Event”** means a test demand response event called by National Grid for the purpose of assessing Customer’s ability to participate in the Program. Customers will receive an Energy Payment for curtailed usage during a Test Event, and compliance during a Test Event will count towards the Performance Factor.
  - 1.23. **“Reservation Payment”** Payment equal to the enrolled event dekatherm reduction multiplied by the Reservation Rate listed on Page 4 of this application, and adjusted by the then applicable Performance Factor for each month of the winter season.
2. **Binding Agreement.** By submitting an Application that is accepted by National Grid, Applicant agrees to comply with and be bound by this Agreement. The decisions of National Grid regarding acceptance of the Application or Applicant’s eligibility to participate in the Program are final and binding in all respects. National Grid reserves the right, in its sole discretion, to disqualify any Applicant at any time for, among other things, (a) tampering or attempting to tamper with the operation of the Program or the Metering Equipment, or (b) violating this Agreement. Applicant represents, warrants, and confirms that: (a) it is the record Applicant; and (b) the information submitted on the Application is complete and accurate in all respects. Any false information provided within the context of the Program by Applicant (or representative or agent of Applicant) is a violation of this Agreement and may result in the immediate disqualification of Applicant and forfeiture of any Program payments for which Applicant may be eligible under this Agreement.
  3. **About the Program.** The Program has been developed by National Grid for the purpose of reducing natural gas consumption during the Demand Response Season by eligible Customers who participate in the Program. Customers whose Applications are accepted by National Grid and who fully comply with this Agreement will, subject to this Agreement, receive payments set forth in this Agreement, to be remitted by National Grid.
  4. **Enrollment and Eligibility.** To enroll in the Program, Customers must submit an Application that is acceptable to National Grid for each Site that will enroll in the Program. Direct Participants that own multiple individual accounts (more than one) may enroll using a single Application form. Customers must also meet the following eligibility criteria:
    - 4.1. Maintain an active, firm commercial, industrial or multifamily natural gas account in the name of Customer with National Grid in good standing throughout the Term hereof;

- 4.2. Have the right to occupy the Site to which the Application corresponds and provide evidence of such right to occupy upon National Grid's request;
  - 4.3. Have, or agree to have installed by National Grid, such Metering Equipment at the Site that is required to participate in the Program and that is in good working order, as determined by National Grid; and
  - 4.4. Demonstrate capacity to participate in the Program, as determined by such Program Testing (including a Test Event) that may be conducted by National Grid in respect of Customer's eligibility/capacity to participate in the Program. National Grid may terminate Customer's participation in the Program and any Program payments to Customer offered hereunder, at any time and without liability, if Customer fails to maintain eligibility for the Program and otherwise fails to comply with any reasonable request from National Grid in respect of the Program. If Customer enrolls in a conflicting energy program through National Grid or its affiliates, National Grid may terminate Customer's participation in the Program without liability.
  - 4.5. Accounts that are new to the Companies' Gas DR programs must enroll a minimum of 1 dth (dekatherm) per hour at the specific site level. Customer enrolled accounts must consume at least 4,000 dths per year or have peak consumption greater than 1 dth per hour at the specific site level. This restriction also applies to each new site enrolled through an Aggregator. Customers who previously have been enrolled in the Companies' Commercial, Industrial and Multifamily Gas Demand Response Programs in a season prior to the 2021-2022 Program Year are exempt from this restriction. In the event a third-party Aggregator is the entity enrolling the Customer, it must provide a Letter of Authorization from the Customer, confirming its authorization to do so.
- 5. Program Changes.** National Grid reserves the right to change or terminate the Program at any time, for any reason, and without any liability to Customer, except as provided in Section 5.1 below. Any changes to the Program, including those effectuated through changes to the Customer eligibility requirements or applicable law, will be binding upon Customer as of the date of their adoption. In the event of a discrepancy between these Terms and Conditions and the Public Service Commission approved National Grid tariff leaves, the tariff leaves shall govern.
- 5.1. **Termination Payments.** If National Grid terminates the Program before the end of the Demand Response Season, Customers shall be entitled to Reservation and Energy payments earned through the date of termination as provided in Section 6 below.
- 6. Program Payments.** Customers and Aggregators who have submitted an Application for a facility that is accepted by National Grid and who are in compliance with this Agreement, as determined by National Grid in National Grid's sole discretion, shall receive the following payments in respect of such Customer's participation in the Program:
- 6.1. Reservation Payment: Customers will be paid at the Reservation Rate associated with the program selected on Page 4 of the Application form. For each month of the season, Customer's enrolled quantity (in dekatherms) will be multiplied by the applicable Reservation Rate and the Performance Factor at the close of said month. Reservation Payments calculated for each month will be summed and paid at the close of the season.
  - 6.2. Performance Payment: For every dekatherm curtailed in the appropriate program windows during a Demand Response Event or Test Event, customer will receive an incentive based on the Energy Rate indicated on Page 4 of the Application form.
  - 6.3. The Performance Factor is a percentage value assigned to each Customer account based on a 3-event or test event rolling average of Event Performance. The Performance Factor will be applied to and adjust a Customer's monthly Reservation Payment at the close of each month.
    - 6.3.1. For returning customer accounts, the starting Performance Factor will be equal to the calculated Performance Factor as of the close of the prior season. Each subsequent event during the season will adjust the Performance Factor used in monthly Reservation Payment settlements.
    - 6.3.2. New customers will begin the season with an assumed Performance Factor of 100%, but the Event Performance during the first event or test event will retroactively apply to any months where no events occurred. For a new account that has not participated in 3 or more historical events commencing enrollment, the Performance Factor will be calculated based on the average Event Performance for all historical events where the account was eligible to participate.
    - 6.3.3. In future seasons, any Customer or Aggregator account's Performance Factor will be carried over from the prior year.
  - 6.4. Any customers or Aggregators who fail to perform at 25% or better during the season's Test Event will not receive any Reservation Payments for such months where the Performance Factor is below that threshold.
  - 6.5. Remittance of Payments. Any Incentive Payments, if earned by Customer for the accepted facility in accordance with this Agreement, shall be calculated by National Grid and shall be remitted to Customer within ninety (90) days from the end of the Demand Response Season (March 31).

## 7. Obligations and Duties of Customer.

- 7.1. Customer shall curtail Customer's use of natural gas during all Demand Response Events or Test Events, as directed by National Grid and in accordance with this Agreement. Customers may curtail use of natural gas during a Demand Response Event or Test Event by any such method that is selected by Customer, in Customer's sole discretion, to produce the required reduction in natural gas consumption. The amount of reduction to be achieved will be agreed to by National Grid and the customer as part of the acceptance of the application. Additionally, any customers that are switching to a backup fuel may not switch to any alternative, gas-fired equipment. For the avoidance of doubt, any alternative fuel used by Customer in lieu of natural gas during a Demand Response Event or Test Event shall be the sole responsibility of Customer and shall be acquired at Customer's sole cost and expense.
- 7.2. Customer shall provide National Grid and National Grid's authorized employees, representatives, agents, or contractors access to the Site (a) upon at least one day's advance notice, inspect, repair, or maintain Metering Equipment and (b) at any time deemed necessary by National Grid, in National Grid's sole discretion, and without prior notice, to address any emergency relating to Metering or control Equipment, the Program, or services provided by National Grid.
- 7.3. Customer shall be available, and shall designate a contact person on the Application, to (a) be contacted by National Grid (or an authorized representative thereof) via telephone, email, text message (or such other means reasonably determined by National Grid) in order to receive notifications and other information relating to Demand Response Events, or Test Events and (b) as requested from time to time by National Grid (or an authorized representative thereof), to answer questions or provide other information in respect of Customer's participation in the Program, including, without limitation, information about Customer's capacity to perform in future events.
- 7.4. Customer shall provide, maintain, and pay for, property and liability insurance coverage for the Site in amounts that are reasonable and prudent for such Site. Natural Gas Demand Response Program
- 7.5. Customer shall immediately notify National Grid of any malfunction or suspected malfunction of the Metering Equipment or Direct Load Control devices.
- 7.6. Customer shall not cause or permit the Metering Equipment to become subject to any mortgage, lien, security interest or other encumbrance.
- 7.7. Upon National Grid's reasonable request, Customer shall participate or cooperate with any Program Testing conducted by National Grid, and shall provide National Grid and National Grid's authorized employees, representatives, agents, or contractors, with access to the Site in order to complete such Program Testing (including before or after the Demand Response Season).

## 8. Obligations and Duties of National Grid.

- 8.1. National Grid, or National Grid's authorized employees, representatives, agents, or contractors, shall notify the Customer contact person set forth on Page 2 of the Application of any Demand Response Events or Test Events at least twenty (20) hours in advance via telephone, email, text message (or such other means reasonably determined by National Grid).
- 8.2. National Grid shall use reasonable efforts to, if and when required, install, service, repair, and maintain Metering Equipment and Direct Load Control devices at the Site. To the extent National Grid determines, in National Grid's sole discretion, that Metering Equipment is required to be installed, repaired, or otherwise modified in order to allow Customer to participate in the Program, such installation, repairs, or other modifications to the Metering Equipment shall be made by National Grid, or National Grid's authorized employees, representatives, agents, or contractors, as soon practicable and at National Grid's sole cost and expense. To the extent any failure by National Grid to install or maintain Metering Equipment or Direct Load Control devices at the Site is wholly responsible for Customer's inability to respond to a Demand Response Event, such failure to perform shall be excused. For the avoidance of doubt, National Grid is not responsible for any behind-the-meter customer issues including, but not limited to, meter power sources, network connectivity and equipment compatibility issues.
- 8.3. If earned by Customer in accordance with this Agreement, National Grid shall remit Program related payments to Customer in accordance with this Agreement.

9. **Monitoring and Inspection.** National Grid may monitor Customer's compliance with Program requirements and obtain certain information in connection therewith, including, without limitation, natural gas usage information, information about Customer's actual curtailment of natural gas usage during the Demand Response Season, and Customer's participation in Demand Response Events or Test Events. Upon reasonable advanced notice, Customer shall allow National Grid, or National Grid's authorized employees, representatives, agents, or contractors, to access Customer's Site for the purpose of allowing National Grid to conduct any monitoring or inspection activities related to the Program. Customer will cooperate in good faith with National Grid, or National Grid's authorized employees, representatives, agents, or contractors, and provide any information that is reasonably requested. Customer understands and agrees that National Grid, and National Grid's authorized employees, representatives, agents, or contractors shall not perform any safety, code or other compliance reviews or inspections whatsoever, whether related to the Program or otherwise.

- 10. Data Collection.** Customer understands and agrees that National Grid, and/or National Grid's authorized employees, representatives, agents, or contractors, will collect, exchange, access and/or receive Customer Data, which may include, without limitation, Customer's full name, utility account number and other information, energy usage data, energy savings information, and operational data about Metering Equipment. By submitting an Application to participate in the Program, Customer consents to the disclosure and use of Customer Data as described herein. To the extent permitted by applicable law, National Grid may disclose Customer Data to (a) National Grid's affiliates in connection with the Program and other National Grid energy efficiency programs, (b) National Grid's (or its affiliates) contractors in connection with services provided to National Grid (or its affiliates) by such contractors, and (c) any governmental or regulatory body having the requisite authority under applicable law to request or demand Customer Data. So that National Grid may improve and promote its service offerings, National Grid may aggregate Customer Data with other data, (and/or segregate portions of the Customer Data) so that it is non-personally identifiable with respect to a particular Customer. Such anonymized data is referred to herein as "Aggregated Anonymous Data". Customer agrees that National Grid may create such Aggregated Anonymous Data, and may use, execute, display, and commercially exploit the Aggregated Anonymous Data. National Grid may disclose Aggregated Anonymous Data to third parties, and may transfer, license or sublicense its rights with respect to Aggregated Anonymous Data.
- 11. Publicity.** Customer shall not issue, cause to be issued, or permit to be issued any press release or other public statement of any kind relating to the Program, or conduct or permit to be conducted any interview, news conference, or other public relations event in which the Program is referred to or discussed, other than with the prior written approval of National Grid after National Grid's review of the communication. National Grid's approval shall not be unreasonably withheld or delayed. National Grid may issue any press release or public statement of any kind, or conduct any interview, news conference, or other public relations event relating to the Program, provided that National Grid will not, without Customer's prior consent, reveal Customer's identity or the specific Site location. Notwithstanding the foregoing, Customer hereby authorizes National Grid and its authorized representatives to photograph and/or make video recordings of the Site and to use such images on a royalty-free basis for all purposes related to the development, marketing or promotion of the Program and National Grid's business.
12. Term. Provided that Customer's Application is accepted by National Grid, the term of this Agreement shall begin on the Effective Date and shall continue until March 31, 2022 (the "Term"), unless Customer withdraws from the Program in accordance with Section 13 hereof or National Grid terminates this Agreement in accordance with Section 14 hereof.
- 13. Withdrawal by Customer.** Customer may withdraw from the Program at any time by emailing National Grid at [gasdr@nationalgrid.com](mailto:gasdr@nationalgrid.com). Such withdrawal shall be effective thirty (30) days from and after such date that National Grid receives notification of Customer's intent to withdraw from the Program in accordance with this Section 13. Withdrawal from the Program will not affect other services provided by National Grid to Customer. By withdrawing, Customer may be deemed, in National Grid's sole discretion, ineligible to receive further payments under this Agreement (if any), participate in the Program in the future, or participate in other programs offered by National Grid.
- In the event of an Aggregator being in default and unable to perform its contract obligations, National Grid may, at its sole discretion, absorb pending payment obligations to Customers enrolled under said Aggregator, provided that they are eligible to receive them, and only after having them enroll directly with National Grid in their corresponding Gas Demand Response Program option previously contracted with the Aggregator.
- 14. Termination by National Grid.** National Grid may, in its sole discretion, terminate the Program and/or this Agreement upon written notice to Customer. Any payments earned by Customer hereunder prior to such date of termination shall be remitted to Customer in accordance with this Agreement.
- 15. Assignment.** Subject to Sections 15.1 and 15.2 below, Customer may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of National Grid.
- 15.1. If Customer proposes to transfer title to the Site to another person during the Term, Customer 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 (60) day period following National Grid's receipt of such notice, National Grid shall, in its sole discretion, either (a) terminate Customer's participation in the Program, or (b) permit all of Customer's rights and obligations under this Agreement to be assigned to and assumed by the prospective transferee, such assignment and assumption to be effective on the date title to the Site is conveyed to such transferee.
- 15.2. If at any time during the Term Customer proposes to terminate its occupancy of the Site, Customer will provide National Grid at least sixty (60) days prior written notice of such termination. If the Customer 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 (a) terminate Customer's participation in the Program or (b) continue Customer's participation in the Program subject to the condition that the new occupants execute a writing satisfactory to National Grid and Customer in which such occupants agree to the applicable terms and conditions contained in this Agreement.

- 16. Indemnification.** Customer shall indemnify, defend, and hold harmless National Grid, its affiliates and their respective officers, directors, employees, contractors, agents, and representatives (collectively, "Indemnified Parties") for, from, and against any and all claims, causes of action, complaints, damages, losses, charges, costs and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) (collectively, "Losses") arising out of, resulting from, or related to Customer's participation in the Program, except to the extent such Losses result from the gross negligence or willful misconduct of National Grid.
- 17. Limitation of Liability.**
- 17.1. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO CUSTOMER (OR ANY OTHER PERSON OR ENTITY) IN RESPECT OF ANY LOSSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN AND WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATED TO (A) THE REVIEW, REJECTION, OR APPROVAL OF ANY APPLICATION, (B) THE CALCULATION OF ANY PAYMENT AMOUNTS DUE TO CUSTOMER UNDER THIS AGREEMENT (IF ANY), (C) ANY INCORRECT OR INACCURATE INFORMATION IN THE APPLICATION, (D) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF PROGRAM MATERIALS, INCLUDING THE APPLICATION, (E) FAILURE OF ANY APPLICATION OR NOTICES TO BE RECEIVED BY NATIONAL GRID DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR (F) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR CUSTOMER DATA. CUSTOMER ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM.
- 17.2. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PENAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THE PROGRAM OR THIS AGREEMENT. THE INDEMNIFIED PARTIES' LIABILITY TO THE CUSTOMER FOR ANY AND ALL LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE PROGRAM, INCLUDING FOR BREACH OF THIS AGREEMENT OR NEGLIGENCE NOT AMOUNTING TO GROSS NEGLIGENCE OR A WILLFUL OR INTENTIONAL WRONGDOING, SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).
- 17.3. EXCEPT AS EXPRESSLY STATED HEREIN, THE INDEMNIFIED PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 18. Miscellaneous.**
- 18.1. This Agreement does not grant any rights to any third parties. There shall be no amendment to the Application, these Terms and Conditions, or any Program materials unless made or agreed to in writing by National Grid.
- 18.2. All notices, requests, approvals and other communications which may or are required to be given by either party to the other party 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 National Grid, One MetroTech Center, Brooklyn, NY, 11201, Attention: Owen Tyrrell, with a copy to National Grid, 40 Sylvan Road, Waltham, MA, 0245,1 Attention: Legal Department and (ii) if to the Customer, at Customer's address set forth in the Application.
- 18.3. This Agreement is a legal document. Customer represents and warrants that Customer (or Customer's representative executing the Application on Customer's behalf) is of legal age and has the authority (and if applicable, all necessary consents) to deliver the Application incorporating these Terms and Conditions and to participate in the Program. Customer acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the execution and delivery of the Application incorporating these Terms and Conditions.
- 18.4. The Application incorporating these Terms and Conditions shall be deemed to be executed in the State of New York, and this Agreement shall be interpreted and enforced according to the laws of the State of New York without regard to its conflicts of law principles. Only the courts of the State of New York shall have jurisdiction over this Agreement and any controversies arising out of this Agreement shall be submitted only to the courts of the State of New York. Customer hereby submits to the courts of the State of New York for the purposes of interpretation and enforcement of this Agreement.
- 18.5. Sections 1, 10, 11, 15, 16, 17 and this Section 18 shall survive the termination, cancellation, withdrawal or completion of the Customer's participation in the Program.