

## Customer Terms and Conditions

As a part of the R&D Demonstration Program currently underway in the Commonwealth of Massachusetts (“MA”), Boston Gas Company and Colonial Gas Company, each d/b/a National Grid (each, the “Sponsor” or “National Grid”) is offering the Boiler Optimization Program (“Program”) to eligible Customers, and has engaged the Contractors to perform the boiler Optimization Service. Customers who would like to participate in the Program agree to the requirements in the Program Materials and the terms and conditions (“Terms and Conditions”) set forth below.

### 1. Definitions:

(a) “Contractors” means Gem Plumbing and Heating Services Inc., the Sponsor’s HVAC installation Contractor, and/or Fraunhofer USA, Inc., the Sponsor’s Program development partner, as applicable.

(b) “Optimization Service” means the collection of, which may include, but is not limited to, building attributes and heating system information to make changes to the configuration of the boiler to allow condensing. This may include, but is not limited to, the following: adjusting the boiler return water temperature, adjusting the outdoor temperature reset schedule, enabling outdoor temperature reset controls, properly locating the outdoor temperature sensor, and enabling an existing outdoor temperature reset controller.

(c) “Customer” means the customer maintaining an account for gas service with the Sponsor who receives the Optimization Service from the Contractors and satisfies all of the Program requirements.

(d) “Customer Information” includes Customer name, address, gas usage (including, but not limited to boiler water supply, boiler return water, space temperature, wattage of circulator, voltage of circulator, status of gas valve, status of pump, boiler stack temperature, temperature of boiler space, gas savings, and electric savings), and building attributes associated with a Manual J calculation (including, but not limited to insulation values, areas, equipment locations, infiltration values, number of occupants, and air charges/hour).

(e) “Equipment” means the functioning condensing boiler owned by Customer and located at the Premises.

(f) “Evaluator” means Cadmus Group Inc., the Sponsor’s evaluation Contractors that will evaluate the optimization data.

(g) “Premises” means the Customer’s single family residence where an Optimization Service shall be performed.

(h) “Program Materials” means the documents and information provided by the Sponsor or Contractors, 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.

(i) "Incentive" means the \$25 Visa gift card provided by the Sponsor to eligible Customers.

(j) "Term" means the period from the date Customer executes these Terms and to the date two years from the date when the Optimization Service is complete.

## **2. Customer Eligibility Requirements and Representations and Warranties:**

In order to participate in the Program, Customer must:

(a) submit a completed and signed application provided by the Sponsor.

(b) be (1) a customer of the Sponsor, (2) a resident of MA, and (3) the owner of the Premises with the right to perform an Optimization Service on the Premises.

(c) prepare the Premises for work to be performed in connection with the Program.

(e) grant and provide access to the Premises to Sponsors, Contractors and their authorized agents as necessary, and as set forth in these Terms and Conditions.

(f) participate in the Program for the Term.

(f) have a functioning condensing boiler at Premises.

(g) complete a survey provided by Sponsor at the end of the Term.

**3. Pre and Post Installation Verification:** The Customer shall allow the Sponsor, its Contractors or expressly authorized agent to perform pre-and post-installation verification inspections as needed. The Customer agrees to allow Sponsor and its Contractor access to the Premises as needed including performance of verification of the Premises and verification of the performed Optimization Services at the Premises in accordance with the Program requirements.. If for any reason the Premises does not meet installation requirements (as determined by the Sponsor's sole discretion), the Contractors will not perform the Optimization Service for the Customer and Customer's participation in the Program will be terminated.

**4. Monitoring and Inspection:** The Sponsor may monitor the Customer's use of the Optimization Service and inspect the Optimization Service for two years from the completion date of such Optimization Service, but not less than one year following completion of the service in order to obtain usage information, such as without limitation, the actual demand reduction and energy savings. As a condition of the Program, the Customer agrees to cooperate in good faith with the Sponsor and its Contractors, or agent. By participating in the Program, the Customer understands and agrees that neither the Sponsor nor its Contractors or agent shall perform any kind of safety, code or other compliance review.

**5. Customer Energy Data:** Customer understands and agrees that Sponsor and Contractors will have access to Customer Information and Sponsor may use Customer Information in connection with its energy

efficiency programs. Unless prohibited by applicable law, Customers understands and agrees that Sponsor may disclose Confidential Information to (a) Sponsor's affiliates in connection with Sponsor's energy efficiency programs provided such affiliates agree to keep such Confidential Information confidential, (b) Sponsor's contractors provided such contractor is bound by a confidentiality agreement use such Confidential Information solely for the services provided to Sponsor, and (c) any governmental or regulatory body having jurisdiction upon request or demand. Customer agrees that it will not enter into any agreement or relationship with any third party that would prevent or restrict Sponsor from receiving or accessing Customer Information.

**6. Incentives:** Sponsor will provide the Incentive to Customer if Customer successfully participates in the Program in accordance with these Terms and Conditions. The Customer will receive the Incentive following the completion of the Optimization Services.

**7. Equipment:** Sponsor will provide Optimization Services to Customer for up to two (2) units of Equipment. Customer owns all right and title to the Equipment. Sponsor, in its sole discretion, will determine if Equipment is eligible for Program. Sponsor, Contractors and their authorized agents are not responsible for performing any work outside of the Optimization Services. Customer assumes all responsibility, risk and liability associated with the installation, use, removal, reuse and disposal of the Equipment. Aside from the provision of Optimization Services, Sponsor, Contractors and their authorized agents have no responsibility whatsoever in connection with the Equipment.

**8. Optimization Service:** Under the Program, the Customer is limited to no more than two (2) Optimization Services per Premise by Contractors. Such services shall be performed by the Contractors after the inspection meets the Program requirements. If the Customer shall incur any costs, the Customer shall be notified by the Contractors at the time of installation of the service. The Customer must schedule the Optimization Service within seven (7) business days of being contacted by the Contractor or the Sponsor. Contractor may install monitoring equipment at the Premises in connection with the Optimization Services. Customer will not alter, modify or remove such monitoring equipment. Any installed monitoring equipment will be removed within six (6) months after the end of the Term by Contractor or Sponsor.

**9. Maintenance of Optimization Service:** After the service is performed, the Customer shall operate and maintain the Equipment in accordance with the manufacturer's guidelines. The Equipment settings must remain unchanged by the Customer until the end of the Term. In the event that the Equipment fails to work or operate in accordance with manufacturer guidelines during the Term, Sponsor and Contractors will provide services to remedy such failure provided however that the Sponsor and Contractor will not be responsible or liable for any such services to the extent the such failure was not directly caused by Sponsor or the Contractor's negligence or willful misconduct..

**10. Eligibility, Modification and Termination:** Sponsor may, in its sole discretion, limit, deny, or terminate Customer's participation in the Program at any time. Sponsor may, in its sole discretion, at any time, modify or terminate the Program or these Terms and Conditions.

**11. Publicity of Customer Participation:** The Customer grants to the Sponsor the right to use and reference, for promotional and regulatory purposes, the Customer's participation in the Program, the energy savings, and any other information relating to the Customer's participation in the Program.

**12. Indemnification:** The Customer shall indemnify, defend and hold harmless the Sponsor, its affiliates and the Sponsor's and its affiliates' respective contractors (including Contractors), officers, directors, employees, agents, and representatives ("Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) to the extent caused by the Customer's participation in the Program except to the extent caused by the sole negligence of any of the Indemnified Parties.

**13. Warranties/Disclaimers/Liabilities:**

(a) NATIONAL GRID DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTORS, MANUFACTURER, EQUIPMENT, MONITORING EQUIPMENT, OR PRODUCT, AND NATIONAL GRID MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH THE OPTIMIZATION SERVICE, PROGRAM OR ANY ENERGY SAVINGS, DESIGN, SUITABILITY, RELIABILITY OR OTHERWISE IN CONNECTION WITH THE OPTIMIZATION SERVICE, PROGRAM OR THESE TERMS AND CONDITIONS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM, INCLUDING ITEMS INCORPORATED IN THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF NATIONAL GRID AND NATIONAL GRID MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY NATIONAL GRID'S OTHER DOCUMENTS.

(b) In no event shall the Sponsor or the Customer be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature in connection with the Program.

(c) To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Indemnified Parties from any and all obligations (other than provision of the Optimization Services), and from any and all liability or claims associated with the this Program, the Optimization Service, the Equipment, any monitoring equipment, the work or services provided by the Contractors, the performance of the Optimization Service, and these Terms and Conditions.

**14. Renewable Energy Credits and other Attributes:** To the extent permitted by applicable laws and regulations, the Customer agrees that any Attributes (as defined below) shall accrue, without any further action by the parties, to National Grid, and to the extent necessary, all right, title and interest in and to and possession of the Attributes shall be transferred by Customer to National Grid. Customer further agrees to waive, and not to directly, or indirectly seek, any right to the Attributes. Customer further agrees not to consent to any other third party's rights to the Attributes. "Attributes" shall mean for purposes of these Terms and Conditions any and all benefits and rights in connection with the Equipment and the Program, including, without limitation, (1) renewable energy allowances, certificates or credits, (2) emissions allowances, certificates or credits, (3) alternative fuel or energy tax credits, (4) payments or credits by any third party for capacity, ancillary services, or any other payments or credits except for energy, and (5) other economic or environmental attributes or incentives, arising at any time from the use or operation of the Equipment or otherwise associated with the Equipment or this Program.

**15. Customer Must Declare and Pay All Taxes:** The benefits conferred upon the Customer from participation in this Program may be taxable by the federal, state, and local government and the Customer should consult a tax expert. The Sponsor is not responsible for the payment of any taxes in connection with the Program.

**16. Notices:** All notices to the Sponsor in connection with the Program and/or the Optimization Service shall be sent via mail or email to:

James Bell

National Grid

40 Sylvan Road

Waltham, MA 02451

James.Bell@nationalgrid.com

**15. General Provisions:** The Customer may not assign or transfer any rights the Customer has under the Program or these Terms and Conditions. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions. If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Sponsor.