

Gas Demand Response Hybrid Heating Pilot

Terms & Conditions

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Subject to these terms and conditions ("Terms and Conditions"), The Brooklyn Union Gas Company d/b/a National Grid ("National Grid") is offering a Wi-Fi Energy Control Device, at no cost, and incentives to qualifying customers who are accepted into, and enroll in, the National Grid Gas Demand Response Hybrid Heating Pilot Program ("Program") and who agree to comply with the Terms and Conditions herein.

1. **Program:** The Program will supplement natural gas consumption with electric heating during peak winter days of higher natural gas demand (an "Event"). Qualifying customers may receive annual incentives each winter, which is November – March. The Program ends March 31, 2026.
2. **Eligibility:** This Program is offered to account holding customers who: (a) are at least 18 years-old or older; (b) are National Grid residential gas heating customers with qualifying natural gas space heating equipment; (c) have an operational heat pump unit that is (i) installed at a central location in the customer's residence and (ii) that is not currently used during peak winter days.
3. **Conditions:** By agreeing to participate in the Program, the Customer shall (a) install, or the Customer will allow a National Grid contractor to install a (i) Wi-Fi Energy Control Device and (ii) Meter Reading Device (each a "Device" and collectively, the "Devices") in the residence of the Customer and (b) ensure that power and Wi-Fi connection of the Devices remain constant for the duration of the Customer's participation in Program.
4. **Incentives.** Subject to these Terms and Conditions, Qualifying customers will receive:
 - a. An initial incentive of \$100 via electronic gift card, upon confirmation of acceptance into the Program.
 - b. An incentive of \$150, paid via electronic gift card, provided that the Customer remains in the Program until the completion of the first winter season, and provided that the Devices remain connected for more than 50% of the Events in the season.
 - c. An annual incentive of \$250, paid via electronic gift card, provided that the Customer remains in the Program for any subsequent winter seasons after the first winter season that the Customer enrolled in the Program. Customer understands that Customer may not be eligible for the annual \$250 incentive if the Devices are not connected for more than 50% of the Events in a season.
5. **Customer Obligations.** Customer agrees to:
 - a. Apply for the Program as set forth in these Terms. The Customer understands that the submission of the Customer's application does not guarantee acceptance into the program, and that a limited number of applications will be accepted. Customers will be notified by National Grid of their acceptance following a review of all applications.
 - b. Accept delivery/installation of the Devices from National Grid.
 - c. Install the Devices at the location of Customer's National Grid gas heating account and connect them to Customer's home wireless internet network.
 - d. Provide access to Customer's electric consumption data to National Grid and its program partners either through Green Button Connect, e-mail or secure file transfer.
 - e. Maintain, in good working order, the Devices (including power and Wi-Fi connectivity) and Customer's Air-Source Heat Pump ("ASHP"). Customer understands that Customer may not be eligible for the annual \$250 incentive if ASHP Control Device or Meter Reading Device connectivity is not available during more than 50% of the Events in a season, or if the Customer does not provide National Grid with the electric consumption data described above.
 - f. If applicable, authorize Con Edison to share with National Grid Customer's Data (as defined below) specific to the Air-Source Heat Pump equipment installed in Customer's residence. Customer's Data includes, but is not limited to, make, model, heating and cooling loads, existing controls and other information needed to accept Customer into the Program.
 - g. The receipt and use of Customer Data by National Grid and its contractor(s) for the purposes of the Program.
 - h. Be responsible for any internet charges incurred by Customer from Customer internet service provider(s) from Device data usage.
 - i. Be responsible for any changes made to Customer's electric consumption as a result of the increased use of the ASHP or mini-split.
 - j. Allow the Wi-fi Energy control Device/National Grid to remotely turn on Customer's ASHP for up to 4 hours during approximately 5, but no more than 10, days during each winter that Customer is enrolled in the Program.
 - k. Customer understands and agrees that National Grid, and/or National Grid's authorized employees, or contractors, will collect, exchange, access and/or receive Customer Data via installed devices and Green Button Connect which may include, without limitation, Customer's full name and utility account number ("Customer Data"). Customer consents to the disclosure and use of Customer Data by National Grid as described herein. To the extent permitted by applicable law, the Customer understands and agrees to disclosure of Customer data by National Grid 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. Customer further understands and agrees 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 understands and 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.

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6. **National Grid Obligations.** National Grid will:

- Provide Customer with Wi-fi Energy control Device and a Meter Reading Device for Customer's eligible National Grid gas account.
- Use the Wi-fi Energy control Device to remotely turn on Customer's ASHP for no more than 4 hours during approximately 5, but no more than 10, high gas demand days.
- Make no changes to Customer's regular monthly natural gas billing. Customer will remain on the same service classification and be subject to the same rates as Customer would if Customer did not decide to join the program.
- Pay Incentives as outlined herein above. Incentives will be paid out at the end of each winter season.

7. **Changes to Program**

- National Grid reserves the right, in its sole discretion, to disallow or terminate Customer participation in the Program for tampering with or damaging Devices, breaching these Terms and Conditions or disrupting the operation of the Program. National Grid may, in its sole discretion, change or terminate the Program at any time, for any reason, without any liability to the Customer or to National Grid.
- National Grid terminates the Program before the end of its lifecycle (March 31st, 2026), Customer may be entitled to incentives earned through the date of termination provided that Customer has met the requirements and fulfilled its obligations under these Terms and Conditions.

8. **Indemnification and liability**

- The Customer shall indemnify, defend and hold harmless the National Grid, its affiliates and their respective contractors, officers, directors, employees, agents, representatives and assigns ("National Grid Indemnified Parties") from and against any and all claims, damages, losses and expenses resulting from the Customer's negligence, willful misconduct or breach of the Terms and Conditions in connection with the Customer's participation in the Program ("Damages") brought by or for a third party ("Claims") except to the extent that Claims are caused by the negligence of any of the Indemnified Parties.
- To the fullest extent allowed by law, National Grid's liability will be limited to paying the Customer approved incentives for which the Customer qualifies in accordance with these Terms and Conditions. National Grid shall not be liable to the Customer or any other party for any other obligation except to the extent liability is caused by the negligence of National Grid.
- With the exception of the Customer's indemnity obligations hereunder, gross negligence fraud, willful misconduct and claims that cannot be limited as a matter of law, neither National Grid nor the Customer shall be liable for any special, indirect, incidental, penal, punitive, or consequential damages of any nature in connection with the Program or these Terms and Conditions.

9. **No Warranty Disclaimer**

National Grid does not endorse, guarantee, or warrant any contractor, manufacturer or product, and the National Grid makes no representations, warranties or guarantees in connection with the Program, Devices or any item in connection herewith or therewith, 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 any Device, material, equipment, or other items provided or used in connection with 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 of National Grid's other documents. This disclaimer shall survive any cancellation, completion, termination or expiration of the customer's participation in the Program.

10. **Confidentiality**

The Customer further grants National Grid the right to use and reference the Customer's participation in the Program and the energy savings relating to the Customer's participation in the Program for regulatory and business purposes. National Grid shall keep the Customer's information in strict confidence, shall exercise reasonable care to maintain the confidentiality, and shall not divulge the Customer's information to any third party without the prior written consent of the Customer, except to the extent expressly permitted by these Terms and Conditions.

11. **General**

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 State of New York. 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 unless such modification or amendment is in writing and duly authorized by National Grid. Sections 8, 9, 10 and 11 shall survive the termination or expiration of the Customer's participation in the Program.

Questions?

**Please call the Gas Demand Response Hybrid Heating Pilot at 860-227-9840
or email us at hybridheatingDR@dnv.com.**