

Terms and Conditions

Subject to the terms and conditions ("Terms and Conditions") herein, National Grid Clean Energy Trade Ally Network is offered by National Grid. An applicant wishing to become a National Grid Clean Energy Trade Ally Network Member and approved by National Grid agrees to and shall comply with the following Terms and Conditions set forth below.

1. Benefits: Once approved as a National Grid Clean Energy Trade Ally Network Member, the National Grid Clean Energy Trade Ally Network Member shall receive the following benefits:

National Grid Clean Energy Trade Ally Network Tier	Eligibility Criteria	Key Benefits
<i>Basic National Grid Clean Energy Trade Ally Network ship; Level 1: Network National Grid Clean Energy Trade Ally Network Member</i>	<ul style="list-style-type: none"> • Application approval • Completion of onboarding • Submission of at least one successful project (paid or unpaid) in the previous 12 months is required 	<ul style="list-style-type: none"> • Ability to participate in programs and to market and apply for program incentives • Access to Contractor portal, CRM, LMS • Monthly Newsletters • Promotional materials • Visibility in public contractor search tool as 'Network National Grid Clean Energy Trade Ally Network Member' • Cross-program connection and visibility with other contractors, clean energy coordinators, distributors, and managers • Ability to view career board with external links, external training announcements, and other education opportunities • Ability to view Network Events Calendar • Ability to view Network Training opportunities (Some training may require higher tier)
<i>Preferred Contractor Level 2: Bronze</i>	<ul style="list-style-type: none"> • 2 - 4 completed projects per year; or equivalent • Customer satisfaction score ≥ 3.5 • < 5,000 therms (500 MMBtus) OR < 250 MWh (853 MMBtus) saved (other metric for measuring energy saved may be used depending on the program) • 30% compliance with required certifications and trainings • Completion of 2 - 5 recommended LMS trainings or certifications with NG requirements 	<ul style="list-style-type: none"> • All Network National Grid Clean Energy Trade Ally Network Member benefits • "Bronze Level" labeling/badge in search tool and marketing; • Quarterly recognition on website and newsletter • Cross-program collaboration. Access to National Grid Clean Energy Trade Ally Network Member's only section of web site to peruse other contractors or subcontractor basic info • Access to ancillary training through LMS (e.g. financial, marketing, business development)
<i>Preferred Contractor Level 3: Silver</i>	<ul style="list-style-type: none"> • 5 - 9 completed projects per year; or equivalent • Customer satisfaction score ≥ 4.0 • 5,000 – 24,999 therms (500 – 2,499.9 MMBtus) OR 250 – 999 MWh (853 – 3,408.7 MMBtus) saved (other metric for measuring energy saved may be used depending on NG program) • 75% compliance with required certifications and trainings • Completion of 6 - 15 recommended LMS trainings or certifications with NG requirements 	<ul style="list-style-type: none"> • All Bronze National Grid Clean Energy Trade Ally Network Member Benefits • Eligible to be selected for a contractor cohort for discussions in your field • Exclusive offers/discounts from program partners • "Silver Level" labeling/badge in search tool and marketing; • Invitations to quarterly stakeholder meetings (virtual or in-person) with discussion and topics of interest • Tailored marketing support • Opportunity for spotlights on website and/or annual report • Priority Access to pilot or incentive opportunities • Input sought for quarterly stakeholder meeting topics.

	<ul style="list-style-type: none"> Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities 	
<i>Preferred Contractor Level 4: Gold</i>	<ul style="list-style-type: none"> 10 - 20 completed (paid) projects per year; or equivalent Customer satisfaction score ≥ 4.5 25,000 – 49,999 therms (2,500 – 4,999.9 MMBtus) OR 1000 – 4,999 MWh (3,412.1 - 17,057.3 MMBtus) saved (other metric for measuring energy saved may be used depending on NG program) 100% Compliance with NG recommended trainings and certifications Completion of 16 - 25 recommended LMS trainings or certifications with NG requirements Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities 	<ul style="list-style-type: none"> All Silver National Grid Clean Energy Trade Ally Network Member Benefits “Gold Level” labeling/badge in search tool and marketing; featured for any geographic search. Invitation to request specific training topics through LMS Featured in “top 5 Contractors” list by program Recognition at annual event or contractor awards ceremony Invitation for feedback on program development.
<i>Preferred Contractor Level 5: Platinum</i>	<ul style="list-style-type: none"> 20+ completed (paid) projects per year; or equivalent Customer satisfaction score $\geq 4.8 / 5.0$ > 50,000 therms (5,000 MMBtus) OR > 5000 MWh (17,060.7 MMBtus) saved (other metric for measuring energy saved may be used depending on NG program) 100% Compliance with NG recommended trainings and certifications Completion of 25+ recommended LMS trainings or certifications with NG requirements Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities 	<ul style="list-style-type: none"> All Gold National Grid Clean Energy Trade Ally Network Member Benefits “Platinum Level” labeling/badge in search tool and marketing; featured for any geographic search as top or recommended. Featured in quarterly case studies and Contractor success story highlights Recognition at annual event or contractor awards ceremony Invitation for feedback on program development, desired training, cohort and panel discussions

- Insurance: National Grid Clean Energy Trade Ally Network Members must provide to the Network evidence of (at National Grid Clean Energy Trade Ally Network Member’s sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries, and affiliates as "additional insured" where allowed.
- Background Check: National Grid shall require National Grid Clean Energy Trade Ally Network s to comply with the National Grid’s Level 1 background check (as described in the attached Appendix B)
- Payment for Services and Invoicing: National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members will not be compensated by National Grid for any Services provided Customers. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members are paid directly by the Customer for materials and labor to install the program measures. National Grid incentives are designed to offset a customer’s project costs and are designed to cover a portion of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary

paperwork and verification has been submitted. However, customers may elect to assign the National Grid energy efficiency incentives directly to the National Grid Clean Energy Trade Ally Network s. It is expected and assumed that National Grid Clean Energy Trade Ally Network s will apply the incentive to reduce their customer's bill for the work completed.³ "Paid" means the National Grid energy efficiency application(s) incentive(s) have been paid to the customer or installation contractor. ⁴ "12-month period" commences January 1 of each calendar year.

5. Independent Contractor: Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to National Grid Clean Energy Trade Ally Network or otherwise which are provided to National Grid Clean Energy Trade Ally Network , National Grid Clean Energy Trade Ally Network Member understands and agrees that the relationship between National Grid and National Grid Clean Energy Trade Ally Network is that of independent contractors. National Grid Clean Energy Trade Ally Network Member further acknowledges and agrees that (1) National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member is chosen exclusively by the participating Customer(s) and NOT National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership, or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, partners, or employees, be deemed to be the agent, employee, or representative of the other Party. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of the National Grid Clean Energy Trade Ally Network will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. National Grid Clean Energy Trade Ally Network has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
6. Disclaimer of Warranties/Liability: Except as expressly stated herein, National Grid makes no other representations, warranties, or guarantees in connection with the National Grid Clean Energy Trade Ally Network (including third party warranties). National Grid makes no volume guarantees or commitments of service to National Grid Clean Energy Trade Ally Network by National Grid. National Grid shall have no responsibility or liability for equipment, work, services, or other items provided, installed or performed by National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member, its employees, its agents, its subcontractors

or any third parties in connection with the National Grid Clean Energy Trade Ally Network or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damage might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network s or any other persons to hazardous materials of any kind in connection with National Grid Clean Energy Trade Ally Network Member's participation in the National Grid Clean Energy Trade Ally Network, including without limitation asbestos, asbestos products, PCBs or other toxic substances. National Grid Clean Energy Trade Ally Network shall be liable for 1) reasonable costs incurred by National Grid in connection with the National Grid Clean Energy Trade Ally Network 's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of National Grid Clean Energy Trade Ally Network .

7. Indemnification: To the fullest extent permitted by law, National Grid Clean Energy Trade Ally Network Member agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any services or work in connection with the National Grid Clean Energy Trade Ally Network, National Grid Clean Energy Trade Ally Network materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of National Grid Clean Energy Trade Ally Network , its subcontractor, anyone directly or indirectly employed by National Grid Clean Energy Trade Ally Network or its subcontractor or anyone for whose acts National Grid Clean Energy Trade Ally Network or its subcontractors may be liable.
8. Work Standards: National Grid Clean Energy Trade Ally Network shall perform all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. National Grid Clean Energy Trade Ally Network represents and

warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

9. Audit and Surveys: National Grid shall have the right to inspect and audit any work or Services performed by National Grid Clean Energy Trade Ally Network, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees and professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys to assess the National Grid Clean Energy Trade Ally Network 's performance. National Grid Clean Energy Trade Ally Network will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits, or surveys.
10. Term and Termination: National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or National Grid Clean Energy Trade Ally Network 's participation in the National Grid Clean Energy Trade Ally Network, or modify the National Grid Clean Energy Trade Ally Network or this Agreement. National Grid Clean Energy Trade Ally Network may discontinue participating as a National Grid Clean Energy Trade Ally Network by notifying National Grid in writing of that decision. National Grid Clean Energy Trade Ally Network approval for the partnership will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and National Grid Clean Energy Trade Ally Network approval for the National Grid Clean Energy Trade Ally Network will continue for a term of one (1) year from the date of the Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
11. Confidentiality: Notwithstanding any other provision in these Terms and Conditions, the National Grid Clean Energy Trade Ally Network recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to the National Grid Clean Energy Trade Ally Network or its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent National Grid is asked to disclose customer information to National Grid Clean Energy Trade Ally Network, National Grid Clean Energy Trade Ally Network shall first obtain the prior written consent of the customer before National Grid disclosure of customer information. Additionally, National Grid Clean Energy Trade Ally Network shall not disclose customer information to any third party without customer's consent. In this regard, neither the National Grid Clean Energy Trade Ally Network , nor its subcontractors, nor their employees or agents shall without the prior written consent of the customer, at any time, disclose to third parties any confidential information

(including without limitation, any customer information such as customer name, address or billing record or usage information) which may be disclosed to them or to which they are given access during the performance of work in connection with the National Grid Clean Energy Trade Ally Network . In the event the National Grid Clean Energy Trade Ally Network knows or is aware of any unauthorized disclosure of confidential information, the National Grid Clean Energy Trade Ally Network shall notify National Grid immediately.

12. Name and Logo Use: National Grid Clean Energy Trade Ally Network shall not use the Network logo, or any National Grid logo, for any purpose without the express written authorization from National Grid. Any use of the National Grid Clean Energy Trade Ally Network National Grid logo shall require the execution of a separate Co-Branding License Agreement by the National Grid Clean Energy Trade Ally Network. Any authorized use of National Grid Clean Energy Trade Ally Network National Grid logo must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be amended from time to time at the sole and absolute discretion of National Grid.
13. General Provisions: If any provision of this Agreement 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. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the National Grid Clean Energy Trade Ally Network and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the State of New York. Only the courts of the State of New York shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of New York; National Grid Clean Energy Trade Ally Network hereby submits to the courts of New York the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any National Grid Clean Energy Trade Ally Network materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any National Grid Clean Energy Trade Ally Network materials unless such is made by National Grid.

14. Key Performance Metrics: National Grid shall track National Grid Clean Energy Trade Ally Network performance against the Key Performance Metrics outlined in Appendix C. For National Grid Clean Energy Trade Ally Network to attain and/or retain tier status, the National Grid Clean Energy Trade Ally Network must meet the electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 3 of the KPIs, where one of those KPIs must be to attend required training session as outlined attached Appendix C, (National Grid Clean Energy Trade Ally Network Key Performance Metrics (KPIs)).
15. Code of Conduct: By signing below, National Grid Clean Energy Trade Ally Network agrees that it has read and understands the terms of the National Grid Supplier Code of Conduct provided and that the National Grid Clean Energy Trade Ally Network shall distribute the National Grid Supplier Code of Conduct to all employees and subcontractors of the National Grid Clean Energy Trade Ally Network utilized to work on behalf National Grid Clean Energy Trade Ally Network on energy efficiency projects submitted for incentives under National Grid's energy efficiency programs. To access the National Grid Supplier Code of Conduct, click here:
www.nationalgrid.com/document/83526/download

Signature Acknowledgement

I am a duly authorized representative or officer of the National Grid Clean Energy Trade Ally Network, and I have read, understand, and agree to the above Terms and Conditions and all the National Grid Clean Energy Trade Ally Network materials provided by National Grid for participation as a National Grid Clean Energy Trade Ally Network. I certify under the law penalties that the statements made, and information provided herein have been examined by me and are true and complete. I understand that by signing below, I consent to any other inquiry to verify or confirm the information provided.

Appendix A

National Grid Clean Energy Trade Ally Network Insurance Requirements Trade Ally shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of New York.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL and/or Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming National Grid USA, its subsidiaries and affiliates as additional insured (to the extent applicable).
- b. A Waiver of Subrogation in favor of National Grid USA, its subsidiaries and affiliates, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
1125 Broadway
Albany, New York 12204
Attn: Jose Bermudez, Sr. Program Manager
New York Energy Professionals

Appendix B

National Grid Clean Energy Trade Ally Network Background Check Requirements

National Grid Requirements for National Grid Clean Energy Trade Ally Network 's Employee Background Check & National Grid Clean Energy Trade Ally Network Compliance Statement (for National Grid Level 1 Baseline Requirements Only).

The entity or entities engaged or to be engaged under this Agreement to promote National Grid's Commercial / Industrial Energy Efficiency programs are alluded to in this document as "National Grid Clean Energy Trade Ally Network." The individuals who will promote National Grid programs under this Agreement, including employees, principals, sole proprietors, and contingent staff provided by the National Grid Clean Energy Trade Ally Network, are referred to as "National Grid Clean Energy Trade Ally Network Employees."

National Grid Clean Energy Trade Ally Network must be able to evidence to National Grid or its agent that it has verified National Grid Clean Energy Trade Ally Network Employees' identities and that all National Grid Clean Energy Trade Ally Network Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Trade Allies complete a Consent Based Social Security Number Verification (CBSV) on their National Grid Clean Energy Trade Ally Network Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the National Grid Clean Energy Trade Ally Network or may be required by law, regulation, or other bodies having jurisdiction over the work of the National Grid Clean Energy Trade Ally Network. These background checks must be completed for National Grid Clean Energy Trade Ally Network Employees before they begin work under the Agreement, whether brought on at the outset of an Agreement or at any other point in the Agreement term. If it is determined at any time that a National Grid Clean Energy Trade Ally Network Employee does not meet the background requirements or has falsified a document that is or was part of the background check, National Grid Clean Energy Trade Ally Network shall notify National Grid Security immediately. National Grid Security will determine if the National Grid Clean Energy Trade Ally Network Employee must be removed from the work and will notify National Grid Clean Energy Trade Ally Network in writing of its determination. National Grid Clean Energy Trade Ally Network must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the Agreement and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid or its agent may perform audits of National Grid Clean

Energy Trade Ally Network 's background check records, background check program, and all supporting documents concerning the background of any National Grid Clean Energy Trade Ally Network Employee promoting National Grid programs. National Grid's direct costs and the cost for any agreed audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for National Grid Clean Energy Trade Ally Network Employee background checks during the Agreement term, which the National Grid Clean Energy Trade Ally Network must comply with. Any such revisions will be provided in writing.

National Grid Clean Energy Trade Ally Network Certifies by signing the Agreement that it understands National Grid's requirements for National Grid Clean Energy Trade Ally Network Employee background checks as defined above for this Agreement and that it is in full compliance with them.

Appendix C

National Grid Clean Energy Trade Ally Network

- KPI Annual MWH
- Paid Savings or Applications
- Annual Therms/Lifetime MMBTU
- Satisfaction Survey
- Meeting/Training Requirements (Ethics Training)

Satisfactory Score as determined by National Grid Satisfactory score as determined by National Grid. Attend or complete all National Grid required events/trainings, including ethics training. Attend or complete all National Grid required events/trainings, including ethics training.

All new National Grid Clean Energy Trade Ally Network come in at the *Basic National Grid Clean Energy Trade Ally Network ship; Level 1: National Grid Clean Energy Trade Ally Network Member* level.

To maintain *Basic National Grid Clean Energy Trade Ally Network ship; Level 1: National Grid Clean Energy Trade Ally Network Member* status, National Grid Clean Energy Trade Ally Network must achieve a minimum of

- Application approval
- Completion of onboarding
- Submission of at least one successful project (paid or unpaid) in the previous 12 months is required

To attain *Preferred Contractor Level 2: Bronze* status, National Grid Clean Energy Trade Ally Network must achieve a minimum of

- 2 - 4 completed projects per year; or equivalent
- Customer satisfaction score ≥ 3.5
- $< 5,000$ therms OR < 250 MWh saved or 853 MMBtus (other metric for measuring energy saved may be used depending on the program)
- 30% compliance with required certifications and trainings
- Completion of 2 - 5 recommended LMS trainings or certifications with NG requirements

To attain *Preferred Contractor Level 3: Silver* status, National Grid Clean Energy Trade Ally Network must achieve a minimum of

- 5 - 9 completed projects per year; or equivalent
- Customer satisfaction score ≥ 4.0
- 5,000 – 24,999 therms OR 250 – 999 MWh saved or 853-3,408.7 MMBtus (other metric for measuring energy saved may be used depending on NG program)
- 75% compliance with required certifications and trainings
- Completion of 6 - 15 recommended LMS trainings or certifications with NG requirements
- Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities

To attain *Preferred Contractor Level 4: Gold* status, National Grid Clean Energy Trade Ally Network must achieve a minimum of

- 10 - 20 completed (paid) projects per year; or equivalent
- Customer satisfaction score ≥ 4.5
- 25,000 – 49,999 therms OR 1000 – 4,999 MWh saved or 3,1412.1 – 17,057.3 MMBtus (other metric for measuring energy saved may be used depending on NG program)
- 100% Compliance with NG recommended trainings and certifications
- Completion of 16 - 25 recommended LMS trainings or certifications with NG requirements
- Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities

To attain *Preferred Contractor Level 4: Platinum* status, National Grid Clean Energy Trade Ally Network must achieve a minimum of

- 20+ completed (paid) projects per year; or equivalent
- Customer satisfaction score $\geq 4.8 / 5.0$
- > 50,000 therms OR > 5000 MWh saved or > 17,060.7 MMBtus (other metric for measuring energy saved may be used depending on NG program)
- 100% Compliance with NG recommended trainings and certifications
- Completion of 25+ recommended LMS trainings or certifications with NG requirements
- Staff participation in LMS, Contractor Cohorts, or Professional Development opportunities