

HG&E Commercial Demand Response Program Terms & Conditions

1. Incentives

Subject to these Terms & Conditions, HG&E will pay Incentives to the Customer based on curtailment performance during the Pilot Period.

2. Definitions

- a) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with a HG&E who satisfies the Program eligibility requirements established by HG&E.
- b) "DRM" are those demand reduction measures described in the Program Materials or other Custom Measures.
- c) "Facility" means the Customer location served by HG&E where DRMs are to be implemented.
- d) "Incentives" means those payments made by HG&E to Customers pursuant to the Program Materials and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- e) "Program" means the DRMs offered by HG&E to Customers.
- f) "Pilot Period" means from June through September 2025.
- g) "HG&E" means Holyoke Gas & Electric.
- h) "Program Materials" means the documents and information provided by HG&E specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms.
- i) "Vendor" means a third-party company to assist or conduct curtailment on behalf of Customer.

3. Application Process and Requirement for HG&E Approval

- a) The Customer shall submit a completed application in the form specified by HG&E.
- b) HG&E reserves the right to approve or disapprove of any application or proposed DRMs.

4. Incentive Amounts, Requirements for Incentives, and Incentive Payment Conditions

- a) HG&E reserves the right to adjust and/or negotiate the Incentive amount.
- b) HG&E shall not be obligated to pay the Incentive amount until all the following conditions are met:
 1. HG&E approves Customer's application.
 2. All applicable permits, licenses and inspections have been obtained by Customer.
- c) Upon HG&E's written request, the Customer will be required to refund any Incentives paid if Customer does not comply with these Terms and Conditions and Program requirements.
- d) HG&E shall use commercially reasonable efforts to pay the Incentive amount within two billing cycles after Program month in which the peak event occurred.
- e) Incentive will be applied directly to Customer as an on-bill credit unless other method is agreed upon.
- f) Direct payments to Vendors will not be accepted.
 1. If Customer contracts with a Vendor, HG&E will not be responsible for any agreed upon payments from Customer to Vendor.

5. Program/Terms and Conditions Changes

HG&E reserves the right, for any reason, to withhold approval of projects and any DRMs, and to cancel or alter the Program at any time without notice, however, will make best efforts to inform Customers. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the application approval by HG&E.

6. Publicity of Customer Participation

The Customer grants to HG&E the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the DRM project and the energy savings and/or demand reduction, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

7. Equipment, Contractor Selection and Contracting

Customer may select and contract with a Vendor to assist with curtailment control and methods with written notification to HG&E. Customer agrees that Vendor will comply with all Terms & Conditions outlined in this document. Notwithstanding the foregoing, the Customer and Vendor acknowledge that HG&E reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or

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services. HG&E also has the right to exclude certain equipment from the Program.

8. Indemnification and Limitation of HG&E's Liability

Customer shall indemnify, defend and hold harmless HG&E, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, operational or non-operational losses and expenses, or equipment failure, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. To the fullest extent allowed by law, HG&E's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and HG&E and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases HG&E and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the DRMs, the performance of the DRMs, the Program, or these Terms and Conditions.

9. No Warranties or Representations by HG&E

- a) HG&E DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND HG&E MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. 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 UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF HG&E AND HG&E 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 HG&E's OTHER DOCUMENTS.
- b) Neither HG&E nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the DRMs is proper or complies with any particular laws, codes, or industry standards. HG&E does not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the DRMs or the adequacy or safety of the DRMs.
- c) Customer and/or their designated Vendor acknowledge and agree that they are responsible (directly-based on its own judgment or indirectly- based on the advice of an independent expert (not HG&E) for all aspects of the DRMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and/or their designated Vendor and that the same is properly installed and suitable for Customer's or Vendor's purposes; and determining if work was properly performed.
- d) Customer and/or their designated Vendor agree and acknowledge that HG&E is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- e) The provisions of this Section 10 shall survive the termination, cancellation or completion of the

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Customer's or their designated Vendor's participation in the Program

10. Energy and Demand Reduction Benefits

HG&E is entitled to 100% benefits & rights associated with the measure. HG&E will pay Customer a shared savings percentage of these benefits (the "Incentive") as specified in the Program Materials. HG&E has the right to change the Incentive at any time during the time the Program is active. HG&E will notify Customer if the Incentive amount is to be changed.

11. Customer and Vendor Must Declare and Pay All Taxes

The benefits conferred upon the Customer or their designated Vendor through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes assessed to Customer. Vendor is responsible for declaring and paying all such taxes assessed to Vendor. HG&E is not responsible for the payment of any such taxes.

12. Sharing Customer Data with State Agencies

By signing this form, the customer authorizes the customer's HG&E to share the customer's data related to the Commercial Demand Response Program with any State agency that may request this information or related to reporting requirements. This information includes but is not limited to the customer's utility meter data and the customer's performance in demand response events.

13. Counterpart Execution; Scanned Copy

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

14. Miscellaneous

- a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- b) 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.
- c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- e) 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 HG&E.
- f) The provisions of Sections 4, 5, 6, 7, 8, 9, 10, and 11 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

15. HG&E Acceptance of Application and Customer's Participation Timeframe

The customer's participation in the Program shall take effect on the date HG&E approves of the Application and be enrolled during the Pilot Period unless the customer notifies HG&E of its intention to withdraw from the Program or HG&E terminates the customer's participation accordance with the above terms and conditions. HG&E will notify the Customer if the Pilot Period is extended beyond the initial year and allow for Customer to re-enroll for subsequent years.