## **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 Clean Energy Trade Ally Network 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 National Grid Clean Energy Trade Ally Network Membership Tier	Eligibility Criteria	Key Benefits
Basic National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Membership; Level 1: Network National Grid Clean Energy Trade Ally Network Member	<ul> <li>Application approval</li> <li>Completion of onboarding</li> <li>Submission of at least one successful project (paid or unpaid) in the previous 12 months is required</li> </ul>	<ul> <li>Ability to participate in programs and to market and apply for program incentives</li> <li>Access to Contractor portal, CRM, LMS</li> <li>Monthly Newsletters</li> <li>Promotional materials</li> <li>Visibility in public contractor search tool as 'Network National Grid Clean Energy Trade Ally Network Member'</li> <li>Cross-program connection and visibility with other contractors, clean energy coordinators, distributors, and managers</li> </ul>

		<ul> <li>Ability to view career board with external links, external training announcements, and other education opportunities</li> <li>Ability to view Network Events Calendar</li> <li>Ability to view Network Training opportunities (Some trainings may require higher tier)</li> </ul>
Preferred Contractor Level 2: Bronze	<ul> <li>2 - 4 completed projects per year; or equivalent</li> <li>Customer satisfaction score ≥ 3.5</li> <li>&lt; 5,000 therms OR &lt; 250 MWh saved (other metric for measuring energy saved may be used depending on the program)</li> <li>30% compliance with required certifications and trainings</li> <li>Completion of 2 - 5 recommended LMS trainings or</li> </ul>	<ul> <li>All Network National Grid Clean Energy Trade Ally Network Member benefits</li> <li>"Bronze Level" labeling/badge in search tool and marketing;</li> <li>Quarterly recognition on website and newsletter</li> <li>Cross-program collaboration.         <ul> <li>Access to National Grid Clean Energy Trade Ally Network</li> <li>Member's only section of web site to peruse other contractors or subcontractor basic info</li> </ul> </li> <li>Access to ancillary training through LMS (e.g. financial, marketing, business development)</li> </ul>

	certifications with NG requirements	
Preferred Contractor Level 3: Silver	<ul> <li>5 - 9 completed projects per year; or equivalent</li> <li>Customer satisfaction score ≥ 4.0</li> <li>5,000 - 24,999 therms OR 250 - 999 MWh saved (other metric for measuring energy saved may be used depending on NG program)</li> <li>75% compliance with required certifications and trainings</li> <li>Completion of 6 - 15 recommended LMS trainings or certifications with NG requirements</li> <li>Staff participation in LMS, Contractor Cohorts, or</li> </ul>	<ul> <li>Invitations to quarterly stakeholder meetings (virtual or in-person) with discussion and topics of interest</li> <li>Tailored marketing support</li> <li>Opportunity for spotlights on website and/or annual report</li> <li>Priority Access to pilot or incentive opportunities</li> <li>Input sought for quarterly stakeholder meeting topics.</li> </ul>

	Professional Development opportunities	
Preferred Contractor Level 4: Gold	<ul> <li>10 - 20         completed         (paid) projects         per year; or         equivalent</li> <li>Customer         satisfaction         score ≥ 4.5</li> <li>25,000 - 49,999         therms OR 1000         - 4,999 MWh         saved (other         metric for         measuring         energy saved         may be used         depending on         NG program)</li> <li>100%         Compliance         with NG         recommended         trainings and         certifications</li> <li>Completion of         16 - 25         recommended         LMS trainings or         certifications         with NG         requirements</li> </ul>	<ul> <li>All Silver National Grid Clean Energy Trade Ally Network Member Benefits</li> <li>"Gold Level" labeling/badge in search tool and marketing; featured for any geographic search.</li> <li>Invitation to request specific training topics through LMS</li> <li>Featured in "top 5 Contractors" list by program</li> <li>Recognition at annual event or contractor awards ceremony</li> <li>Invitation for feedback on program development.</li> </ul>

	Staff     participation in     LMS, Contractor     Cohorts, or     Professional     Development     opportunities	
Preferred Contractor Level 4: Platinum	<ul> <li>20+ completed (paid) projects per year; or equivalent</li> <li>Customer satisfaction score ≥ 4.8 / 5.0</li> <li>&gt;50,000 therms OR &gt; 5000 MWh saved (other metric for measuring energy saved may be used depending on NG program)</li> <li>100% Compliance with NG recommended trainings and certifications</li> <li>Completion of 25+ recommended LMS trainings or certifications</li> </ul>	<ul> <li>All Gold National Grid Clean Energy Trade Ally Network Member Benefits</li> <li>"Platnium Level" labeling/badge in search tool and marketing; featured for any geographic search as top or recommended.</li> <li>Featured in quarterly casestudies and Contractor success story highlights</li> <li>Recognition at annual event or contractor awards ceremony</li> <li>Invitation for feedback on program development, desired training, cohort and panel discussions</li> </ul>

with NG requirements
<ul> <li>Staff         participation in         LMS, Contractor         Cohorts, or         Professional         Development         opportunities</li> </ul>

3. Insurance: National Grid Clean Energy Trade Ally Network 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.

4. Background Check: National Grid shall require National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members to comply with the National Grid's Level 1 background check

(as described in the attached Appendix B)

5. 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 Network National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members. It is expected and assumed that National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members 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.

6. 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, 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 National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member will be considered, for any purpose, to be an employee, agent,

partner or representative of National Grid. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member has no power or right to bind National Grid or act on its behalf when

dealing with Customers or third parties.

7. 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 National Grid Clean Energy Trade Ally Network Member 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 damages 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 National Grid Clean Energy Trade Ally Network Members 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 National Grid Clean Energy Trade Ally Network Member shall be liable for 1) reasonable costs incurred by National Grid in connection with the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member'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 National Grid Clean Energy Trade Ally Network Member.

8. Indemnification: To the fullest extent permitted by law, National Grid Clean Energy Trade Ally Network 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 National Grid Clean Energy Trade Ally Network Member, its subcontractor, anyone directly or indirectly employed by National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member or its subcontractor or

anyone for whose acts National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member or its subcontractors may be liable.

9. Work Standards: National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member shall perform any and 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 National Grid Clean Energy Trade Ally Network Member represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety

Health Administration (OSHA).

10. 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 National Grid Clean Energy Trade Ally Network Member, 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 National Grid Clean Energy Trade Ally Network Member's performance. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member will not be compensated for any time or expenses incurred in complying

and cooperating with such inspections, audits, or surveys.

11. 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 National Grid Clean Energy Trade Ally Network Member'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 National Grid Clean Energy Trade Ally Network Member

may discontinue participating as a National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member by notifying National Grid in writing of that decision. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member 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.

12. Confidentiality: Notwithstanding any other provision in these Terms and Conditions, the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member 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 Member, National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member, 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 National Grid Clean Energy Trade Ally Network Member. In the event

the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member knows or is aware of any unauthorized disclosure of confidential

information, the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member shall notify

National Grid immediately.

13. Name and Logo Use: National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 Clean Energy Trade Ally Network Member National Grid logo shall require the execution of a separate

Co-Branding License Agreement by the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member. Any authorized use of National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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.

14. 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 National Grid Clean Energy Trade Ally Network Member 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.

15. Key Performance Metrics: National Grid shall track National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member performance against the Key Performance Metrics outlined

in Appendix C. For National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member to attain and/or retain tier status, the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member Key

Performance Metrics (KPIs).

16. Code of Conduct: By signing below, National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member shall distribute the National Grid Supplier Code of Conduct to

all employees and subcontractors of the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member utilized to work on behalf National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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

I am a duly authorized representative or officer of the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member, 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 National Grid Clean Energy Trade Ally Network Member. I certify under the penalties of law

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.

Name of Company: Authorized Representative (printed name): Title:

Signature: Date:

## Appendix A

National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 a 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

Page 7 of 9

New York Energy Professionals

**Network Application** 

Email completed form to National Grid at: box.NYTA.Application@nationalgrid.com

Appendix B

National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member Background Check Requirements

National Grid Requirements for National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member's Employee Background Check & National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member." 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 National Grid Clean Energy Trade Ally Network Member, are

referred to as "National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member Employees."

National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member must be able to evidence to National Grid or its agent that it has verified National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member Employees' identities and

that all National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member or may be required by law, regulation, or

other bodies having jurisdiction over the work of the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member. These

background checks must be completed for National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member shall notify National Grid Security immediately. National Grid Security will determine if the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member

Employee must be removed from the work and will notify National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member in writing of its determination. National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member's background check records, background check program, and all

supporting documents concerning the background of any National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member 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 National Grid Clean Energy Trade Ally Network Member Employee background checks during the Agreement term, which the National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member

must comply with. Any such revisions will be provided in writing.

National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member Certifies by signing the Agreement that it understands National Grid's requirements for National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Member Employee

background checks as defined above for this Agreement and that it is in full compliance with them.

Appendix C

=/> (1) Apps

Satisfactory

=/>25 K

National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally

Network Member Key Performance Metrics (KPIs) KPI Annual MWH Paid Savings or Applications Annual therms Paid Savings or Applications Satisfaction Survey Meeting/Training Requirements (Ethics Training) Silver Gold =/> (1) Apps =/>1000

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 National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Members come in at the Basic National Grid Clean Energy Trade Ally Network National Grid Clean Energy Trade Ally Network Membership; Level 1: Network National Grid Clean Energy Trade Ally Network Member level.

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

- 20+ completed (paid) projects per year; or equivalent
- Customer satisfaction score ≥ 4.8 / 5.0
- > 50,000 therms OR > 5000 MWh 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

5 "Paid" means the National Grid energy efficiency application(s) incentive(s) have been paid to the customer or installation contractor.

6 "12-month period" commences January 1 of each calendar year