

INDEPENDENT MONITORING SERVICES AGREEMENT

This Independent Monitoring Services Agreement (this “Agreement”), dated as of _____, (the “Effective Date”) is entered into by and between Eversource New Hampshire, with a principal place of business at 780 North Commercial St, Manchester, NH, 03101 (“Eversource”), and its customer named _____ with service account number _____ (“Customer”). (Eversource and Customer are collectively referred to as the “Parties” and individually as a “Party”).

Whereas, Customer has installed, or is in the process of installing, solar photovoltaic, wind or other renewable electric generation equipment at its service location as a customer-generator of Eversource as described in Appendix A below (the “Renewable Energy Source”); and

Whereas, Eversource desires to facilitate its customer’s renewable generation activities including the creation, recognition and monitoring of Renewable Energy Certificates (RECs) consistent with the regulations of the New Hampshire Public Utilities Commission (“NHPUC”) and Eversource’s tariff; and

Eversource is authorized by the NHPUC to serve as an Independent Monitor as that term is defined by the NH PUC rule 2505.10;

Now, therefore, in accordance with the foregoing and in consideration of the mutual promises and agreements set forth herein, Eversource and Customer agree to the following provisions:

1. Metering

Customer will install or cause to be installed a generation meter socket at an exterior location accessible by a Eversource meter technician and electrically connected in such a way as to measure the electrical energy produced by the Renewable Energy Source. There shall be no other sources of power, including storage batteries, behind the REC meter. The meter socket will comply with the “Eversource REC Meter Socket Requirements” (Appendix B).

Eversource will install, maintain and read a revenue-quality meter that meets the regulatory requirements to record the generation of the Renewable Energy Source.

2. Term

The Term of this Agreement shall begin on the Effective Date and continue perpetually until either Party provides the other Party with 90 days written notice to terminate this Agreement, or until Customer terminates the electric service account with Eversource for service at the location of the Renewable Energy Source described in Appendix A.

3. Customer Responsibilities

Customer shall notify Eversource of any transfer of ownership of the service location.

Customer shall notify Eversource of any material changes to equipment relative to the Renewable Energy Source including, but not limited to, increase in capacity, removal, or renovation.

Customer shall respond in a timely manner to any requests for information from Eversource related to this Agreement.

Customer may but is not required to engage the services of a REC Aggregator as that term is used in NHPUC administrative rule Puc 2507.

Customer and/or the REC Aggregator, if any, will register the Renewable Energy Source with the NEPOOL GIS administrator and provide Eversource with the applicable membership and/or asset registration numbers.

After initial creation, Customer and/or the REC Aggregator, if any, will be responsible for any transfers and/or sales of RECs within the NEPOOL GIS system.

4. Eversource Responsibilities

Eversource will install an appropriate production meter into the socket provided by the Customer.

Eversource will own, read, and maintain the production meter.

Eversource will upload the monthly production data for the renewable energy system into the NEPOOL GIS system.

Eversource will make the monthly production data available to the Customer via an on-line portal.

Eversource will not transmit the data to the Customer in any other manner, e.g. text, email, etc.

Eversource will not make hourly production data available to the Customer, either in real-time or on a delayed basis.

Eversource shall cooperate with the Customer, the REC Aggregator, if any, and/or the NHPUC to ensure the timely transfer of data and the continuity of REC creation.

5. General Terms and Conditions

Liability. Except with respect to a Party's gross negligence, fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) neither Party shall be liable to the other Party, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive

or any other special damages as to any matter under, relating to, arising from or connected to this Agreement.

Indemnification. The Customer shall indemnify, defend and hold harmless Eversource and its trustees, directors, officers, and employees (including affiliates and their employees), from and against any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and reasonable attorneys' fees), relating to, arising from, or connected to this Agreement. The Customer's obligation hereunder shall not apply to any liability, damage, loss, claim, demand, complaint, suit, proceeding, action, audit, investigation, obligation, cost, judgment, adjudication, arbitration decision, penalty (including fees and fines), or expense (including court costs and reasonable attorneys' fees) arising from or related to Eversource's gross negligence, fraud, or intentional misconduct. Notwithstanding anything to the contrary contained herein, Customer's obligation to indemnify, defend, and hold harmless each indemnified party under this Agreement is expressly conditioned on the indemnified party (i) promptly notifying the Customer in writing concerning any claim or liability, (ii) promptly furnishing the Customer with a copy of each communication, notice, or other action relating to the claim or liability, and (iii) giving the Customer the sole authority (at the Customer's expense) necessary to defend or settle the claim or liability.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire (including the rules of the NHPUC) applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile or electronic counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.

Amendment. No amendment, modification or waiver of any term hereof shall be effective unless set forth in writing and signed by the Parties hereto.

Survival. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination.

Independent Contractor. Eversource shall at all times be deemed to be an independent contractor of the Customer, and none of Eversource's employees, contractors or the employees of its contractors shall be deemed to be employees of the Customer as a result of this Agreement.

No Implied Waivers. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right.

Successors and Assigns. Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of an assignment authorized hereunder, each and every term and

condition hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Due Authorization. Each Party represents and warrants to the other that (a) it has full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) execution of this Agreement will not violate any other agreement with a third party, and (c) the individual signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement by their undersigned duly authorized representatives as of the Effective Date hereof.

Customer

Signature: _____
Name: _____

Title: _____
Email: _____

Date: _____

Eversource

Signature: _____
Name: _____

Title: _____

Date: _____

Appendix A – Description of the Renewable Energy Source

Please describe the Renewable Energy Source below. Include type of system (e.g., wind, solar PV), size (kW), location (street address and other specifics such as “rooftop” or “backyard”) and any other pertinent identifying information. Identify the manufacturer name, model # and quantity of solar panels and inverters. You must also provide the name of your Aggregator (if applicable) and the asset ID# (e.g., NON-xxxxx) assigned to your project by the NEPOOL GIS administrator.

Eversource Project ID# (e.g., Txxxx): _____

Eversource account #: _____

Physical address of renewable energy project: _____

Type (e.g., wind, solar): _____

Capacity (kW, using Max AC rating of inverters): _____

Number, Make, Model of solar panels: _____

Number, make, model of inverters: _____

The project name as it will appear in NEPOOL GIS: _____

GIS Asset ID# (e.g., NON-xxxxx) as it will appear in NEPOOL GIS: _____

Name of REC Aggregator (if applicable) _____

REC Meter # (to be completed by Eversource): _____

In-Service Date of project (to be completed by Eversource): _____

Appendix B – Eversource REC Meter Socket Requirement

Meter Socket Wiring Instructions

The socket shall be wired so that the customer's solar generation output is connected to the bottom terminals of the socket (i.e. the "load side" terminals). Where metering current transformers are required, they must be installed with the polarity marks facing the utility billing meter (away from the Solar production panels). The meter socket shall be configured such that the REC meter is only recording the solar production. There shall be no other sources of power, including storage batteries, behind this meter.

Meter Socket Disconnect

A disconnect switch is required on the line (utility) side of the REC meter socket. This disconnect shall be wired in a manner that disconnects only the solar source from the remainder of the customer equipment, i.e. it shall not de-energize the customer's feed from Eversource. Opening this disconnect shall result in the shutdown of the PV system (per IEEE-1547) and de-energize the REC meter socket for maintenance.

Field Checks prior to Meter Installation

The customer's electrician is responsible for all quality and safety inspections related to socket installation prior to setting the solar production meter. This includes checks for short circuits.

Meter Mounting Devices - Customer Owned

For REC Meter installations, the meter mounting device (socket), enclosure, or meter pedestal shall be supplied by the Customer. The socket shall be a ring-less type design, and meet UL requirements.

Meter mounting devices provided by the Customer shall include all necessary parts (fifth terminals, hubs, connectors, etc.), shall remain the property of the Customer, and shall be maintained by the Customer.

A manual lever bypass is required on all three phase and all 320-amp single phase, self-contained meter mounting devices. The block must be provided with a plastic protective shield and flashover barriers between the phases.

Meter Mounting Devices – Installation

The meter mounting devices shall be installed by the Customer approximately five feet above final grade, except where specifically approved otherwise by the Company. It shall be plumb, level, and attached to the finished exterior of the building, or to a suitable pressure treated backboard permanently attached to the building, with screws sufficiently long to extend through the exterior finish and into the sheathing. Rust resistant screws shall be used in damp areas. If the sheathing will not support the installation, other provisions shall be made to ensure a sturdy and stable base for the meter mounting device and the service entrance cable. The Company shall not be liable for damage to a structure caused by water penetration behind the meter mounting device. Meter mounting device locations must be approved by the Company prior to installation.

All attachments of meter mounting devices should allow for future removal of equipment. Explosive anchors shall not be used.

Socket Locations

The solar production meter socket shall be within 10 feet to either side of the Eversource revenue meter socket. Additional requirements are below. Exceptions to these locational requirements must be approved in writing prior to installation by contacting NHDG@eversource.com.

The location must be safely accessible to the Company during normal working hours for reading and servicing the meter. Sufficient wall space and a clear work area of at least three feet in front of the meter, free of shrubbery or other obstructions, shall be provided by the Customer. Generally, meter locations will be on the driveway end of the house to facilitate access. Enclosures shall not be built around meter mounting devices.

The preferred location for all meters is outdoors. The meter location will be chosen to protect the meter from falling ice and snow, heavy amount of water, or other environmental hazards. Meter locations will generally be on the gable end of the house, unless otherwise agreed to in advance by a Company Representative.

When outdoor meter locations are not feasible, meters will be located indoors near the service entrance in a clean, dry, and vibration free location with adequate illumination

When indoor meter locations are not conveniently accessible to Company employees through a public entrance, Customers are requested to provide utility service doors, or keys by which authorized Company employees may gain access to metering equipment.

Inside meter locations may be designated by the Company under the following conditions:

- a. To avoid undue damage to the meter.
- b. Multiple meter installations where a main switch is required on the line side of the meters.
- c. When the Company specifies instrument transformer metering.
- d. Commercial and industrial installations where the meter is readily accessible.

Electric meters must be located a minimum of three feet from natural gas or propane meters, regulators, or vents, and ten feet from gas cylinders and fuel tanks

REC Meter Identification & Placarding

The solar production meter socket must be placarded using weather-proof, UV stabilized, fade resistant markings as follows: "SOLAR PRODUCTION METER" or "SOLAR REC METER" (or something similar) to differentiate the meter from the Eversource billing meter.