

**State of New Hampshire**  
**Before the**  
**Public Utilities Commission**

**Granite State Electric Company d/b/a National Grid**

**Docket No. DE 09-\_\_\_**

**GreenUp Service Proposal**

**Pre-Filed Direct Testimony**

**of**

**Edward H. White, Jr.**

**and**

**Juliana C. Griffiths**

1 **I. Introduction and Qualifications**

2 **Q. Mr. White, please state your name and business address.**

3 A. My name is Edward H. White, Jr. and my business address is 40 Sylvan Road,  
4 Waltham, MA 02451.

5  
6 **Q. Please state your position.**

7 A. I am the acting Vice President of Renewable Development in the Customer and  
8 Markets organization of National Grid USA. My group is responsible for  
9 developing a customer-focused sustainable business strategy for National Grid  
10 USA's operations, including Granite State Electric Company d/b/a National Grid  
11 ("National Grid" or "Company").

12  
13 **Q. Please describe your educational background and professional experience.**

14 A. I graduated from Northeastern University with a Bachelor of Science degree in  
15 civil engineering and completed a High Performance Management Program from  
16 Northeastern University in 2003. Before joining the Customer and Markets  
17 organization, I worked for over thirteen years in various positions across National  
18 Grid USA and its predecessor companies, including Electric Operations,  
19 Environmental Compliance, Site Investigation/Remediation, Transmission  
20 Licensing and Permitting, and Purchasing. Prior to my current role I was the Staff  
21 Assistant to the President of National Grid USA between 2006 and 2008, and  
22 worked as the US lead on developing an energy management strategy for National  
23 Grid USA.

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2 **Q. Have you previously testified before the New Hampshire Public Utilities**  
3 **Commission (“Commission”)?**

4 A. No.

5

6 **Q. Ms. Griffiths, please state your name and business address.**

7 A. My name is Juliana C. Griffiths and my business address is 175 East Old Country  
8 Road, Hicksville, New York 11801.

9

10 **Q. Please state your position.**

11 A. I am the Manager, Supplier Services in the Retail Access Group of National Grid  
12 Corporate Services, LLC’s Energy Management Portfolio Department. In this  
13 role I am responsible for managing all supplier-related inquiries in support of  
14 National Grid USA’s retail access programs in the U.S., including GreenUp  
15 Service (“GreenUp”).

16

17 **Q. Please describe your educational background and professional experience.**

18 A. Before joining the Retail Access Group, I worked for eleven years in the Energy  
19 Efficiency Department holding various positions, including Program Manager and  
20 Project Manager. My responsibilities included promoting the Long Island Power  
21 Authority’s Clean Energy Initiative. Prior to that role, I worked for fourteen years  
22 as an Office Manager in the Legal Department. I am currently pursuing a  
23 Bachelor of Arts degree in Business Management.

1

2 **Q. Have you previously testified before the Commission?**

3 A. No.

4

5 **II. Purpose of Testimony**

6 **Q. What is the purpose of your testimony?**

7 A. This testimony describes the Company's proposal to offer a renewable energy  
8 source option called GreenUp to its customers in New Hampshire as required by  
9 New Hampshire House Bill 395 requiring electric utilities to offer customers one  
10 or more renewable energy source options.

11

12 **Q. Why is the Company proposing to offer GreenUp?**

13 A. National Grid is committed to being an innovative leader in energy management  
14 and to safeguarding our global environment for future generations. To that end,  
15 one of National Grid's key strategic objectives is to further the development of  
16 renewable energy resources as a means of combating global climate change.  
17 Although National Grid has desired to leverage the success of GreenUp by  
18 expanding this program to its New Hampshire customers for some time, the  
19 recent passage of House Bill 395 presented the right opportunity.

20

21 **III. GreenUp Description**

22 **Q. Please describe GreenUp.**

1 A. GreenUp is an optional tariff-based offering that allows residential and small  
2 commercial and industrial customers receiving default service from the Company  
3 to select among participating GreenUp suppliers who will, for an agreed-upon  
4 price above the existing default service rates offered by the Company, purchase  
5 renewable energy certificates (“RECs”) on customers’ behalf. Because the  
6 purchase of RECs by participating GreenUp suppliers is in addition to the level of  
7 RECs that are already included in the Company’s existing default service rates<sup>1</sup>,  
8 GreenUp allows the Company’s customers to directly support the development of  
9 renewable energy resources.

10

11 **Q. What are RECs?**

12 A. RECs are tradable certificates which represent the emissions, generation  
13 technology and fuel type for one megawatt-hour (“MWh”) of generation used to  
14 serve load in New England. These RECs are created in the New England Power  
15 Pool (“NEPOOL”) Generation Information System (“GIS”) administered by ISO-  
16 New England and NEPOOL or their successors.

17

18 **Q. How will RECs purchased by GreenUp suppliers on behalf of GreenUp**  
19 **customers be tracked and validated?**

20 A. RECs purchased by GreenUp suppliers will be tracked and validated in  
21 accordance with the NEPOOL-GIS. The NEPOOL-GIS includes a generation

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<sup>1</sup> The Company has an obligation to procure RECs associated with its default service customer load pursuant to the New Hampshire Renewable Portfolio Standards law.

1 information database and certificate system that accounts for the generation  
2 attributes of each MWh of electricity generated within New England.

3

4 **Q. What type or class of RECs will GreenUp suppliers purchase on behalf of the**  
5 **Company's customers participating in GreenUp?**

6 A. Pursuant to House Bill 395, GreenUp suppliers will purchase RECs from sources  
7 of electricity, as defined in RSA 362-F:2, XV, that would qualify to receive  
8 renewable energy certificates under RSA 362-F, whether or not they have been  
9 designated as eligible under RSA 362-F:6, III.

10

11 **Q. Please explain the significance of the type of RECs that are permissible in**  
12 **order to satisfy a GreenUp supplier's obligation, as defined by House Bill**  
13 **395?**

14 A. House Bill 395 limits the types of RECs that can be used to satisfy a GreenUp  
15 supplier's obligation to those RECs that would satisfy the New Hampshire  
16 Renewable Portfolio Standards law. This is a key difference between the way that  
17 GreenUp will be administered in New Hampshire as compared with National  
18 Grid's other jurisdictions. As a result of the demand for RECs that can be used to  
19 satisfy the Renewable Portfolio Standards law, there may be fewer RECs  
20 available in the NEPOOL-GIS market that can be used to satisfy a GreenUp  
21 supplier's obligation in New Hampshire. Therefore, it is important to note that in  
22 the event of a shortage, GreenUp suppliers may not be able to procure sufficient  
23 RECs to satisfy their GreenUp obligations.

1

2 **Q. What steps will the Company take in the event that GreenUp suppliers are**  
3 **unable to purchase sufficient RECs to satisfy their obligations to GreenUp**  
4 **customers?**

5 A. The Company is proposing to include language in its contracts with GreenUp  
6 suppliers that will require GreenUp suppliers to make a payment to the New  
7 Hampshire Renewable Energy Fund whenever the quantity of RECs transferred  
8 by a GreenUp supplier is less than that necessary to satisfy the GreenUp  
9 supplier's obligation on behalf of the Company's GreenUp customers. Such  
10 payment shall be equal to the remaining quantity of RECs needed to satisfy a  
11 GreenUp supplier's obligation to the Company's GreenUp customers times the  
12 applicable alternative compliance payment for Class I RECs. This payment to the  
13 New Hampshire Renewable Energy Fund is in lieu of purchasing such RECs in  
14 order to satisfy the GreenUp supplier's obligation.

15

16 **Q. How will interested customers sign up for GreenUp?**

17 A. The Company will include GreenUp bill inserts in default service customers'  
18 electric bills at periodic intervals as described below. These bill inserts will  
19 describe GreenUp, identify participating GreenUp suppliers and the products  
20 being offered, and provide a customer reply card for those customers who wish to  
21 participate. The reply card will allow the customer to: (1) select a supplier (and  
22 product, if the supplier is offering multiple products); and (2) provide information  
23 necessary to facilitate the customer 'enrollment' transaction that GreenUp

1 suppliers must submit to the Company through the Electronic Business  
2 Transactions (“EBT”) protocol.

3

4 **Q. How long is a customer electing to participate in GreenUp required to**  
5 **participate once they have signed up?**

6 A. There is no minimum customer commitment period for participation in GreenUp.  
7 In other words, a customer who elects to participate in GreenUp may leave the  
8 program at any time. If a customer contacts their GreenUp supplier to request to  
9 be removed from GreenUp, the GreenUp supplier is responsible for sending the  
10 drop via the EBT. In this case, the customer will be removed from GreenUp  
11 effective upon their next billing cycle. If a customer contacts the Company to  
12 request to be removed from GreenUp, the Company will manually drop the  
13 customer within two business days. The proposed process regarding enrollment  
14 and termination of GreenUp and the related EBT protocol are included in  
15 Schedule 1, Terms and Conditions for GreenUp Service.

16

17 **Q. Please describe the renewable energy source options that will be available to**  
18 **customers through GreenUp.**

19 A. The renewable energy source options that will be available to customers through  
20 GreenUp will be determined by participating GreenUp suppliers. Once  
21 participating GreenUp suppliers have finalized their product offerings to the  
22 Company’s customers, the Company will file information with the Commission  
23 which explains these product offerings.



1

2 **Q. Will the Company set the prices or rates associated with participating**  
3 **GreenUp suppliers' renewable energy source options?**

4 A. No. The Company will not set the prices or rates associated with participating  
5 GreenUp suppliers' renewable energy source options. Furthermore, because  
6 GreenUp is a competitive market product, the market will determine the prices.

7

8 **Q. What educational and marketing activities will the Company undertake to**  
9 **promote GreenUp?**

10 A. The Company is proposing to include GreenUp bill inserts in its customers'  
11 electric bills at least once per year. Because the costs of bill inserts will be  
12 charged to participating GreenUp suppliers, additional bill inserts will be optional  
13 to GreenUp suppliers. The bill insert(s) will describe GreenUp, identify  
14 participating GreenUp suppliers and the products being offered, and provide a  
15 customer reply card for those customers who wish to participate. In addition, the  
16 Company will include information about GreenUp as part of its periodic  
17 newsletters which are included in customer bills. National Grid will also  
18 coordinate its educational activities for GreenUp with the Company's existing  
19 Energy Efficiency programs by including GreenUp brochures at all events  
20 organized by the Energy Efficiency Department and as part of its e-action email  
21 messages to customers. The Company is also considering print and radio  
22 advertisements during the first year of the program and is interested in discussing

1 possible options for customer education and outreach using these media with Staff  
2 as part of this proceeding.

3

4 **Q. What costs will the Company incur to implement, promote and administer**  
5 **GreenUp?**

6 A. While the Company expects the incremental administrative costs associated with  
7 offering GreenUp in New Hampshire to be minimal, such costs would include  
8 tracking the GreenUp suppliers' REC obligations to customers and GreenUp  
9 suppliers' delivery of RECs to the Company as well as reasonable administrative  
10 costs for developing and administering the information and billing systems  
11 necessary to implement GreenUp.

12

13 The Company has included a table below showing a breakdown of estimated costs  
14 associated with potential education and outreach activities for GreenUp during the  
15 first year. As indicated above, the Company is interested in obtaining feedback  
16 from Staff regarding the final design of its education and outreach program for  
17 GreenUp in New Hampshire as part of this proceeding.

18

Activity	Frequency	Total Estimated Cost
Bill Inserts	At least once per year	\$2800 <sup>2</sup>
Print Ads	Twice per year at six-month intervals	\$10,000
Radio Ads	Twice per year	\$20,000

<sup>2</sup> The costs of bill inserts will be paid for by GreenUp suppliers.

	at six-month intervals	
Brochures	One time printing	\$3,000
	TOTAL:	\$35,800

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**Q. How does the Company propose to recover its incremental administrative costs, as well as the costs associated with education and outreach activities for GreenUp?**

A. The Company will require suppliers to pay the costs of GreenUp bill inserts distributed to customers. These mailings will be at least once per year, or more frequently as elected by suppliers, provided that the Company can accommodate such additional mailings. The Company proposes that incremental administrative and other education and outreach activity costs be recovered from all customers through a reconciling adjustment mechanism.

In light of the state’s public policy objective to promote the development of renewable energy resources, the Company believes it is reasonable for all customers to share in the costs of administering and promoting GreenUp as provided for in House Bill 395. Furthermore, the Company expects that during the first year of the program a more significant customer outreach and education program is necessary in order to jumpstart GreenUp than may be required in future years once the program becomes established in New Hampshire. The Company intends to reevaluate its education and outreach program after the first

1 twelve months of program implementation to determine whether it is appropriate  
2 to continue these activities or scale back its efforts for future years.

3

4 **Q. What mechanism is the Company proposing to recover the administrative  
5 and education and outreach costs associated with GreenUp?**

6 A. The Company has included a GreenUp Service Recovery Provision in Schedule 2.  
7 The Company is proposing that the costs be recovered from all customers through  
8 a uniform per kWh factor to be included with the distribution kWh charge for  
9 billing purposes. The costs and revenues associated with GreenUp will be  
10 reconciled annually as part of the Company's annual retail reconciliation.

11

12 **IV. Terms and Conditions for GreenUp Service**

13 **Q. Who is eligible to be a GreenUp supplier?**

14 A. A participating GreenUp supplier must register as a Competitive Electric Power  
15 Supplier with the Commission and must comply with all rules, regulations and  
16 laws applicable to Competitive Electric Power Suppliers.

17

18 **Q. Is the Company proposing to enter into contracts with participating  
19 GreenUp suppliers?**

20 A. Yes. Participating GreenUp suppliers must execute a GreenUp Supplier Service  
21 Agreement with the Company which sets forth the requirements for providing  
22 GreenUp to the Company's customers. A form of this agreement is provided as  
23 Schedule 3 to this testimony.

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**Q. Has the Company proposed a tariff for GreenUp?**

A. Yes. The Company has proposed a tariff for GreenUp as required by House Bill 395. The Company’s proposed Terms and Conditions for GreenUp Service are set forth in Schedule 1.

**Q. When is the Company proposing that GreenUp become effective?**

A. The Company is proposing that GreenUp become effective sixty (60) days following the issuance of a Commission Order approving the Company’s implementation of GreenUp. This will permit the Company to ensure that its billing system will be able to accommodate the extension of GreenUp to its New Hampshire customers.

**V. Compliance with HB 395**

**Q. Please explain how GreenUp is consistent with the requirements of House Bill 395.**

A. The following table illustrates how GreenUp is consistent with the requirements of House Bill 395:

<b>House Bill 395 Requirements</b>	<b>GreenUp</b>
A utility shall provide to its customers one or more RES options, as approved by the Commission, which may include RES default service provided by the utility or the provision of retail	GreenUp allows the Company’s retail customers to have access to competitive sellers of RES attributes.

<b>House Bill 395 Requirements</b>	<b>GreenUp</b>
access to competitive sellers of RES attributes	
Costs associated with selecting an RES option should be paid for by those customers choosing to take such option	Customers electing to participate in GreenUp will pay for the option they select.
A utility may recover all prudently incurred administrative costs of RES options from all customers, as approved by the Commission	The Company is proposing to recover all prudently incurred administrative costs of RES options from all customers as part of its proposed GreenUp tariff
RES default service should have either all or a portion of its service attributable to a renewable energy source component procured by the utility, with any remainder filled by standard default service. The price of any RES default service shall be approved by the Commission	N/A – The Company is not offering RES default service.
Under any option offered, the customer shall be purchasing electricity generated by renewable energy sources or the attributes of such generation, either in connection with or separately from the electricity produced.	Customers participating in GreenUp will purchase RECs indirectly by contracting with GreenUp suppliers who will purchase RECs on customers’ behalf.
The regional generation information system of energy certificates administered by ISO-NE and the NEPOOL should be considered at least one form of certification that is acceptable under this program	GreenUp suppliers will purchase and retire RECs tracked and administered by the NEPOOL-GIS system.
A utility that is required by statute to provide default service from its generation assets should use any of its owned generation assets that are powered by renewable energy for the provision of standard default service, rather than for the provision of a renewable energy source component.	N/A – The Company is not required by statute to provide default service from its generation assets because it does not own generation.

<b>House Bill 395 Requirements</b>	<b>GreenUp</b>
<p>Utilities should include educational materials in their normal communication to their customer that explain the RES options being offered and the health and environmental benefits associated with them. Such educational materials should be compatible with any environmental disclosure requirements established by the Commission.</p>	<p>The Company is proposing to include such educational materials in bill inserts to customers. The Commission has not yet established environmental disclosure requirements.</p>
<p>For purposes of consumer protection and the maintenance of program integrity, reasonable efforts should be made to assure that the renewable energy source component of a RES option is not separately advertised, claimed, or sold as part of any other electricity service or transaction, including compliance with the renewable portfolio standards under RSA 362-F</p>	<p>The Company’s use of the NEPOOL-GIS system will ensure that the RECs purchased by suppliers are retired and are not used to satisfy any other obligation.</p>
<p>If RES default service is not available for purchase at a reasonable cost on behalf of consumers choosing an RES default service option, a utility may, as approved by the Commission, make payments to the renewable energy fund created pursuant to RSA 362-F:10 on behalf of customers to comply with subparagraph (f).</p>	<p>N/A – The Company is not offering an RES default service option.</p>

<b>House Bill 395 Requirements</b>	<b>GreenUp</b>
A utility may require that a minimum number of customers, or a minimum amount of load, choose to participate in the program in order to offer an RES option	The Company has not proposed that a minimum number of customers or a minimum amount of load choose to participate in GreenUp prior to offering the program. However, the Company will review participation in GreenUp periodically and will consult with GreenUp suppliers. Should GreenUp suppliers no longer wish to continue GreenUp due to low levels of customer participation, the Company may consider discontinuing the program with Commission approval.

1

2 **VI. Conclusion**

3 **Q. Does this conclude your testimony?**

4 A. Yes.



Schedule 1

Terms and Conditions for GreenUp Service

GRANITE STATE ELECTRIC COMPANY

TERMS AND CONDITIONS FOR GREENUP SERVICE

1. Applicability

1A. The following Terms and Conditions (“T&Cs”) shall apply to every GreenUp Service Supplier authorized to do business within the State of New Hampshire, the Company, and to every Customer doing business with said GreenUp Service Supplier.

1B. Nothing in these T&Cs shall be construed to affect the Company’s obligations under the Company’s residential rates and Small C&I Rate (G-3), each as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in New Hampshire Public Utilities Commission (“NHPUC” or “Commission”) regulations and New Hampshire law.

1C. These T&Cs may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in NHPUC regulations and New Hampshire law. In the case of a conflict between these T&Cs and any orders or regulations of the NHPUC, said orders or regulations shall govern. In the event of a change in New Hampshire law or NHPUC regulations that, in the Company’s sole judgment, adversely affects the provision of GreenUp Service as set forth in these T&Cs, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.

1D. No agent or employee of the Company is authorized to modify any provision contained in these T&Cs or to bind the Company to perform in any manner contrary hereto. Any such modification to these T&Cs or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the NHPUC, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the NHPUC.

2. Definitions

Any capitalized term used in these T&Cs and not otherwise defined herein shall have the meaning ascribed to it in the NHPUC’s rules and requirements or in the New England Power Pool Generation Information System Operating Rules.

“Company” shall mean Granite State Electric Company.

“Competitive Electric Power Supplier” shall mean any entity registered with the Commission pursuant to New Hampshire Code Admin. Rules PUC 2000, which sells or offers to sell generation service to retail customers.

“Customer” shall mean any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the state of New Hampshire who: (i) obtains Distribution Service at a Customer Delivery Point under the Company’s residential rates or Small C&I Rate (G-3) (ii) is a customer of record of the Company, and (iii) is receiving Default Service from the Company.

“Customer Delivery Point” shall mean the Company’s meter or a point designated by the Company located on the Customer’s premises.

“Default Service” shall mean “default service” as defined in RSA 374-F:2, I-a, namely electricity supply that is available to retail customers who are otherwise without an electricity supplier.

“Distribution Service” shall mean the delivery of electricity to Customers by the Company.

“Electronic Business Transactions and Standards” shall mean the Electronic Business Transactions (“EBT”) Standards found on the Company’s website at [http://www.nationalgridus.com/granitestate/energy\\_supplier/index.asp](http://www.nationalgridus.com/granitestate/energy_supplier/index.asp)

“Effective Date” shall mean the date on which GreenUp Service commences for a given Customer, pursuant to Section 4B below.

“Enrollment period” shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to the Company for initiation of GreenUp Service concurrent with the start of the Customer’s next billing cycle.

“GREENUP-REC” shall mean one one-thousandth (1/1000<sup>th</sup>) of a REC.

“GreenUp Service” shall mean the program under which GreenUp Service Suppliers will sell GREENUP-RECs to Customers who are provided Default Service by the Company and will purchase on behalf of Customers the number of RECs equal to GreenUp Service Supplier’s billed REC obligation, and the Company will perform the functions necessary to bill and account for the RECs.

“GreenUp Service Supplier” shall mean any entity selling GREENUP-RECs to Customers and purchasing RECs on behalf of Customers in New Hampshire pursuant to these T&Cs.

“NEPOOL-GIS” shall mean the New England Power Pool Generation Information System.

“Quarterly Billed Obligation” shall mean the number of GREENUP-RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these T&Cs.

“REC” shall mean a Renewable Energy Certificate from a renewable energy source of electricity, as defined in RSA 362-F:2, XV, that would qualify to receive renewable energy

certificates under RSA 362-F, whether or not such renewable energy source has been designated as eligible under RSA 362-F:6, III. RECs transferred through the GreenUp Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

“T&Cs” shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

“Trading Period” shall have the meaning set forth in the NEPOOL-GIS Operating Rules.

### 3. Obligations of the Parties

#### 3A. Customer

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 4B below.

#### 3B. Company

The Company shall:

- (1) Read meters;
- (2) Submit bills to Customers for the GreenUp Service Supplier’s sale of the GREENUP-RECs to the Customer;
- (3) Address billing inquiries for GreenUp Service;
- (4) Account for the GREENUP-RECs billed to each Customer receiving GreenUp Service;
- (5) Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 4 and Section 8 below and the rules and procedures set forth in the EBT Standards;
- (6) Coordinate the accounting of the RECs with NEPOOL-GIS;
- (7) Send quarterly activity reports specifying each GreenUp Service Supplier’s Quarterly Billed Obligation, deposits of RECs into each

GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period as described in Section 5B below.

3C. GreenUp Service Supplier

- (1) GreenUp Service Supplier shall comply with all NHPUC requirements relating to Competitive Electric Power Suppliers and shall register as a Competitive Electric Power Supplier pursuant to the rules, regulations, and prerequisites established by the NHPUC and New Hampshire law, including, but not limited to, the Rules Applicable to Competitive Electric Power Suppliers as promulgated by the State of New Hampshire.
- (2) GreenUp Service Supplier shall be required to execute a standard service agreement ("Service Agreement") with the Company.
- (3) GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Standards prior to the initiation of GreenUp Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Standards.
- (4) GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 5 below for Customers who are purchasing GreenUp Service.
- (5) GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 5 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 5 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 4C(1) below of these T&Cs, GreenUp Service Supplier shall have the right to terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.
- (6) GreenUp Service Supplier shall obtain the Necessary Authorization from each Customer by an approved method prior to initiating GreenUp Service to any Customer. For the purposes of this section, the term "Necessary Authorization" may be evidenced by a customer-signed Letter of Authorization, Third-party Verification, electronic correspondence initiated by Customer to the GreenUp Service Supplier indicating Customer's authorization or the completion by Customer of an electronic authorization form located on the website of GreenUp Service Supplier, or

the completion of a toll-free call made by the Customer to an independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's initial oral authorization to select a GreenUp Service Supplier.

- (i) Letter of Authorization. For the purposes of this section, the term "Letter of Authorization" means an easily separable document, including, but not limited to, the enrollment cards or ballots inserted by the Company in its monthly electric bills to Customers, whose sole purpose is to authorize a GreenUp Service Supplier to initiate GreenUp Service to a Customer. The Letter of Authorization must be signed and dated by the Customer.
  - (ii) Third-party Verification. For the purposes of this section, the term "Third-party Verification" means an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's oral authorization to select a GreenUp Service Supplier, such authorization to include appropriate verification data, such as the Customer's date of birth and social security number or other voluntarily submitted information; provided, however, any such information or data in the possession of the third party verifier or the marketing company shall not be used, in any instance, for commercial or other marketing purposes, and shall not be sold, delivered, or shared with any other party for such purposes.
- (7) GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier's obligations under these T&Cs, the Service Agreement, and any related agreements.
  - (8) GreenUp Service Supplier may not require customers to: (i) participate in GreenUp Service for a fixed term or length of time or (ii) purchase a minimum number of GREENUP-RECs as a condition of participating in GreenUp Service, beyond the monthly GreenUp Service purchases by customer during the period the customer is enrolled in GreenUp Service. Upon termination of GreenUp Service by either customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such customer.
  - (9) GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties associated with GreenUp Service beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.

4. GreenUp Service Options; Initiation and Termination of GreenUp Service

4A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) GREENUP-RECs corresponding to fixed blocks of energy consumption (“Fixed Block Option”) or (ii) GREENUP-RECs corresponding to percentages of actual energy consumption (“Percentage of Energy Option”). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of the percentage of GREENUP-RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering.

- (i) **Fixed Block Option** – GreenUp Service Supplier offers Customers products based on blocks of GREENUP-RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of GREENUP-RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer’s billed consumption.
- (ii) **Percentage of Energy Option** – GreenUp Service Supplier offers Customers different prices per kilowatt-hour applied to all billed consumption based on the following options: (a) purchase of GREENUP-RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of GREENUP-RECs equal to fifty percent (50%) of billed consumption; (c) purchase of GREENUP-RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of GREENUP-RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of GREENUP-RECs contained in that product offering shall be no less than twenty-five percent (25%).

4B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an “enroll customer” transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The GreenUp Service Supplier shall hold the “enroll customer” transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Company shall send the GreenUp Service Supplier a “successful enrollment” transaction, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall commence on the date of the Customer’s next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Company no fewer than

two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer's subsequent meter read.

If a second GreenUp Service Supplier submits an "enroll customer" transaction for the same Customer during the same enrollment period, the first transaction that is received by the Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

#### 4C. Termination of GreenUp Service

##### (1) Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit a "supplier drops customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall send a "confirm drop date" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these T&Cs.

##### (2) Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Company or the GreenUp Service Supplier. If the Customer informs the Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Company shall send a "customer drops supplier" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

If the GreenUp Service Supplier informs the Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read



date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read.

(3) Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.

(4) Customer Leaves Default Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Default Service for any reason, including but not limited to the following: (i) the Customer selects a Competitive Electric Power Supplier to provide the Customer's generation service; or (ii) the Customer moves out of the Company's service territory.

4D. Customer Moves

A Customer participating in GreenUp Service that moves within the Company's service territory shall have the opportunity to notify the Company that the Customer seeks to continue GreenUp Service with the Customer's existing GreenUp Service Supplier and shall not be required to re-enroll in GreenUp Service. Upon such notification, the Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

4E. Other Provisions

The Company and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Standards.

If any of the transactions described in these T&Cs are rejected by the Company, the Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

5. GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency

5A. GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more NEPOOL-GIS subaccounts to track and account for the RECs required to be delivered by

each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

5B. Reporting

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to the GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service Supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by the GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide annual reports of each GreenUp Service Supplier's subaccount activities to the NHPUC with a request that the information be treated on a confidential basis under the regulations governing the NHPUC. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the NHPUC shall be based on aggregate data within each subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

5C. Delivery of RECs

The GreenUp Service Supplier shall transfer to the Company the required number of RECs at least five (5) Business Days prior to the end of a Trading Period. At the same time that the RECs are transferred to the Company, the GreenUp Service Supplier shall also provide to the Company directions to distribute the RECs transferred into the specific GreenUp Service Supplier's subaccounts.

5D. Disqualification Due to a Material Breach

If the GreenUp Service Supplier commits a material breach of this Section 5, as determined by the NHPUC, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

5E. Responsibilities for REC Deficiency

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 5 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

Within ten (10) Business Days after receipt from the Company of a GreenUp Service Supplier's quarterly report of subaccount activity, the GreenUp Service Supplier shall make a payment to the New Hampshire Renewable Energy Fund equal to the product of (i) the remaining quantity of RECs necessary to satisfy its obligations to the Company's Customers in the most recent Trading Period less the sum of any excess RECs in any of the three (3) previous Trading Periods times (ii) the applicable alternative compliance payment (as determined by the NHPUC) for New Hampshire Class I RECs.

6. Distribution Service Interruption

6A. Disconnection of Service

The Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its tariffs. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

7. Metering

7A. Meter Reading

The Company shall meter each Customer in accordance with the Company's tariff provisions.

7B. Ownership of Metering Equipment

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and shall be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier for the provision and installation of the meter or communication device upon installation of the meter or communication device.

8. Billing

8A. Billing Procedure

The Company shall issue a single bill for electric service and GreenUp Service to each Customer receiving GreenUp Service.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Company and the GreenUp Service Supplier in the following manner: 1) Company arrears; 2) GreenUp Service Supplier arrears; 3) Company current bill; and 4) GreenUp Service Supplier current bill.

No interest will accrue on Customer arrears associated with GreenUp Service.

8B. Summary Billing

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

9. Fees

As approved by the NHPUC, the Company shall charge GreenUp Service Suppliers for the Company's costs to produce bill inserts to be distributed at least once per year including incremental postage for separate mailing of marketing information about GreenUp Service, if applicable.

Any billing charges for such costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, shall be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service to a Customer by a GreenUp Service Supplier.

10. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers and the NHPUC) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these T&Cs, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these T&Cs, the Service Agreement, and related agreements.

Effective: [DATE]

GRANITE STATE ELECTRIC COMPANY  
TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX A

ACCOUNTING FOR GREENUP SERVICE OBLIGATIONS

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Suppliers' commitments to Customers are achieved through the NEPOOL-GIS. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount.

**1. Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount**

The accounting process begins with the determination of the GreenUp Service Supplier's sales of GREENUP-RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier with separate subaccounts for Customers served under Default Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The GREENUP-RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit to meet the sales included in the subaccount);
- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount;  
and
- (d) Any excess or deficiency in the subaccount at the time of the report.

Effective [DATE]

GRANITE STATE ELECTRIC COMPANY  
TERMS AND CONDITIONS FOR GREENUP SERVICE

APPENDIX B

SCHEDULE OF FEES AND CHARGES

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Granite State Electric Company d/b/a National Grid (the “Company”).

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers relating to the provision of GreenUp Service:

I. Marketing Design and Production Service Charge

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

II. Postcard Printing Service Charge

The Company may assess a Postcard Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one GreenUp Service Supplier. The Postcard Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Postcard Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the

GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

The Company will not assess a charge for including a GreenUp Service Supplier's information in the Company's *Energy Matters* newsletter.

Effective [DATE]



Schedule 2

GreenUp Service Recovery Provision

GRANITE STATE ELECTRIC COMPANY  
GREENUP SERVICE RECOVERY PROVISION

The Greenup Service Recovery Adjustment shall collect from customers taking retail delivery service under Granite State Electric Company's (Granite State or the Company) rates the Greenup Service administrative costs incurred by the Company for providing Greenup Service in accordance with RSA 374-F:3, V(f). The Greenup Service Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking retail delivery service under each of the Company's rates. The factor shall be established annually based on a forecast of Greenup Service administrative costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor at any time should significant over- or under-recoveries occur.

Any adjustment of the Greenup Service Recovery Adjustment factor shall be in accordance with a notice filed with the Public Utilities Commission (the Commission) setting forth the amount of the increase or decrease, and the new Greenup Service Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

Issued: \_\_\_\_\_, \_\_\_\_\_

Issued by: /s/ Thomas B. King  
Thomas B. King

Effective: \_\_\_\_\_, \_\_\_\_\_ (Applied to  
usage on and after \_\_\_\_\_, \_\_\_\_\_)

Title: President

(Issued in Compliance with Order No. \_\_\_\_\_ in Docket \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_)

Schedule 3

GreenUp Supplier Service Agreement

## GREENUP SUPPLIER SERVICE AGREEMENT

This Agreement (the “Agreement”), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”), is made and entered into by and among Granite State Electric Company d/b/a National Grid (“Company”), a New Hampshire corporation with a principal place of business at 9 Lowell Road, Salem, NH 03079 and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“GreenUp Service Supplier”). The Company and the GreenUp Service Supplier may hereinafter be referred to individually as the “Party” or referred to collectively as the “Parties.”

WHEREAS, the Parties to this Agreement desire to stimulate the development of renewable energy resources, to promote the sale of renewable energy and the growth of renewable energy markets in the Company’s service territory, and to offer the Company’s Customers increased options to support the growth of renewable energy resources;

WHEREAS, the Parties desire to work together to provide GreenUp Service to Customers, whereby: (i) the GreenUp Service Supplier will sell GreenUp-RECs to and purchase RECs on behalf of Customers who are provided Default Service by the Company, and (ii) the Company will perform the functions necessary to bill GreenUp Service for the GreenUp Service Supplier and account for the GreenUp-RECs billed on behalf of and RECs provided by the GreenUp Service Supplier.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth hereinafter, the Parties agree as follows:

I. Definitions

Any capitalized term used in this Agreement and not otherwise defined herein shall have the meaning ascribed to it in the Terms and Conditions for GreenUp Service (“Terms and Conditions”), which is attached hereto as Exhibit A and incorporated herein by reference, or in the regulations of the New Hampshire Public Utilities Commission (“NHPUC”).

II. Term

Except as provided in Section X of this Agreement, this Agreement shall become effective on the Effective Date and shall continue in full force and effect until the later of NHPUC approval of the termination of the Terms and Conditions or the NHPUC approval of any modification of the Terms and Conditions that has a material adverse effect on the Company’s ability to provide GreenUp Service. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until the processing of any transactions that are outstanding or pending at termination is completed. Notwithstanding the Effective Date, GreenUp Service Supplier acknowledges that the Company will provide services as set forth in Section VI only upon the satisfaction or express, written waiver by the Company of the requirements found in Section III of this Agreement.

III. Conditions Precedent

The following requirements shall be conditions precedent to the Company’s obligations hereunder:

- A. GreenUp Service Supplier shall provide all information required by the GreenUp Service Supplier Information document, attached hereto as Exhibit B.

B. GreenUp Service Supplier shall furnish to the Company a complete schedule of its pricing options for each GreenUp Service product offering in an electronic format reasonably acceptable to the Company, at the Company's discretion, no less than ten (10) business days prior to initial Customer enrollment for any such GreenUp Service product offering.

C. Prior to Customer enrollment, GreenUp Service Supplier shall successfully complete testing with the Company of the Electronic Business Transactions ("EBT") as specified in the EBT Standards.

#### IV. Representations

Each Party represents that it is and shall remain in compliance with all laws, tariffs, and NHPUC regulations applicable to this Agreement or to the transactions contemplated hereunder during the term of this Agreement.

Each person executing this Agreement for his or her respective Party represents and warrants that he or she has authority to bind that Party.

Each Party represents that: (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.

Each Party shall exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

V. GreenUp Service Supplier's Responsibilities

Any pending change in the information required in Exhibit B shall be updated by GreenUp Service Supplier five (5) business days prior to the effective date of such pending change. GreenUp Service Supplier acknowledges that Company will select and may from time to time change the electronic transmission vehicle. The current electronic transmission vehicle is the North American Energy Standards Board (NAESB) version 1.6. Company will not change the electronic transmission vehicle without first providing GreenUp Service Supplier via Internet electronic mail at least seven (7) days in advance of any such change.

During the term of this Agreement, should any revisions be implemented to the EBTs contained in the EBT Standards subsequent to the initial testing period referenced in Section III(C) above, GreenUp Service Supplier shall be required to successfully complete testing of said revised EBT in accordance with the EBT Standards.

Any change in pricing for GreenUp Service Supplier's GreenUp Service product offerings shall be pursuant to the Company's Complete Billing Process for Competitive Electric Power Suppliers found on the Company's web site.

GreenUp Service Supplier shall transfer RECs to the Company's NEPOOL-GIS account at least five (5) Business Days prior to the end of a Trading Period. The GreenUp Service Supplier shall also provide directions to the Company for the distribution of the RECs to the GreenUp Service Supplier's subaccount.

When a Trading Period concludes and the number of RECs transferred by the GreenUp Service Supplier is less than the quantity of RECs necessary to satisfy the GreenUp Service Supplier's obligation to the Company's Customers, the GreenUp Service Supplier shall make a

payment to the New Hampshire Renewable Energy Fund (established pursuant to RSA 362-F:10 in lieu of purchasing such RECs) equal to the product of (i) the remaining quantity of RECs necessary to satisfy its obligations to the Company's Customers in the most recent Trading Period less the sum of any excess RECs in any of the three (3) previous Trading Periods times (ii) the applicable alternative compliance payment (as determined by the NHPUC) for New Hampshire Class I RECs.

VI. Company Responsibilities

A. Standard Complete Billing Service

Company agrees to issue a single bill for electric service and GreenUp Service. The Company agrees to use the pricing options supplied by GreenUp Service Supplier to calculate the GreenUp Service Supplier portion of Customer bills, and integrate GreenUp Service Supplier's billing with the Company's billing in a single mailing to the Customer. The Company agrees to provide GreenUp Service Supplier with Customer usage and billing information in accordance with the EBT Standards. Upon receipt of Customer payments, the Company agrees to send a payment/adjustment transaction to the GreenUp Service Supplier in accordance with the EBT Standards.

B. Transaction Processing

Customer transactions will be processed consistent with the procedures set forth in the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be consistent with the procedures set forth in the EBT Standards.

C. Rendering of Bills



Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for GreenUp Service. These statements will be included as part of the regular monthly bill mailed to the Customer for the Company's Distribution Service. These statements will include GreenUp Service Supplier's toll-free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing GreenUp Service Supplier specific information.

D. Billing Errors

If either Party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the GreenUp Service Supplier's bill calculation, that Party shall, within sixty (60) days from the date of the Customer's statement containing the error, notify the other Party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. In the event of an error by the GreenUp Service Supplier, the Company will, upon GreenUp Service Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the GreenUp Service Supplier affirmatively chooses, the GreenUp Service Supplier may submit a rate pricing option correction as provided by the EBT Standards. GreenUp Service Supplier will be responsible to pay any fees, as filed with and approved by the NHPUC for any rebilling and/or adjustment caused by

GreenUp Service Supplier error. When either Party reasonably believes that an error related to billing activity may have occurred, either Party may request the production of documents required to verify the accuracy of such billing, which the other Party will provide within ten (10) business days. Notwithstanding the foregoing, the Parties acknowledge that the Company may send estimated bills to Customers in accordance with NHPUC regulations, and such estimated bills shall not be considered billing errors.

E. Payment Processing

GreenUp Service Supplier hereby authorizes the Company to process payments and apply monies in accordance with this Agreement. A Customer's payment shall be allocated between the Company and the GreenUp Service Supplier in accordance with the provisions of the Terms and Conditions. Upon posting a received payment, the Company shall notify GreenUp Service Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the GreenUp Service Supplier within three (3) business days, or as otherwise specified in Exhibit C.

F. REC Processing

The Company shall accept the transfer of RECs in the NEPOOL-GIS no later than three (3) Business Days after the GreenUp Service Supplier initiates the transfer. The Company will then transfer the RECs to the applicable GreenUp Service Supplier's NEPOOL-GIS subaccount, as specified by the GreenUp Service Supplier. The Company will not be responsible for failure to accept the transfer of RECs if such transfer is initiated less than five (5) Business Days prior to the end of a Trading Period.

VII. Customer Education and Information

The Company and the GreenUp Service Supplier shall undertake reasonable efforts to inform and educate the Company's Customers about the opportunities to participate in, support, and receive GreenUp Service. The Company intends to support a program to disseminate information to Customers about the GreenUp Service Suppliers offering GreenUp Service to the Company's Customers. The program will include, but not be limited to, information on the Company's website describing GreenUp Service and educational material sent by the Company identifying the GreenUp Service Supplier as a member in good standing of a list of participating GreenUp Service Suppliers in the program. To be eligible for inclusion in this program, the GreenUp Service Supplier must: (1) offer GreenUp Service on a nondiscriminatory basis to all Customers, subject to REC availability and supply; (2) offer GreenUp Service to Customers on terms and conditions for retail service that are consistent with the Company's Terms and Conditions, as approved by the NHPUC; (3) not be under any enforcement order or injunction by the NHPUC; and (4) abide by the GreenUp Service Marketing Guidelines included as Exhibit D to this Agreement.

GreenUp Service Supplier shall be free to issue and disseminate its own marketing materials and to advertise its products as it wishes. However, any independent marketing materials issued by the GreenUp Service Supplier shall be provided to the Company seven (7) days in advance for the Company's informational purposes only. Other than stating that GreenUp Service is available to the Company's Customers, GreenUp Service Supplier shall not use the Company's logo or name on any independent marketing materials without the Company's prior written consent.

#### VIII. Billing and Payment for Services

Bills for services provided by the Company under the terms of this Agreement shall be rendered to GreenUp Service Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit C. Failure by GreenUp Service Supplier to pay within twenty-five (25) days of the posting date on the bill shall result in the addition of interest on any unpaid balance, calculated at the rate of one and one-half percent (1.5%) per month commencing from the date said bill was posted. The posting date is the date the bill is transmitted to the GreenUp Service Supplier. The bill may also be transmitted electronically if agreed to in Exhibit C by the Parties.

IX. Nondisclosure

No Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the affected Party. As used herein, the term “Confidential Information” shall include, but not be limited to: (i) all business, financial, and commercial information pertaining to a Party, customers of a Party, suppliers for a Party, and personnel of a Party, (ii) any trade secrets of a Party, and (iii) other information of a similar nature, whether written or in intangible form, that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include: (a) information known to a Party prior to obtaining the same from the other Party, (b) information in the public domain, (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement, or (d) information developed by a Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving

Party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. The receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

Notwithstanding the foregoing, a Party may disclose Confidential Information without prior consent from the non-disclosing Party to: (i) any governmental, judicial, regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, including, without limitation, the reports filed with the NHPUC under the Terms and Conditions, provided that such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority and prior to such disclosure, the affected Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure, (ii) any of its directors, officers, employees, agents, advisors, accountants, consultants or representatives on a need-to-know basis, and (iii) any independent certifying, auditing, or standard-setting authority or body that audits or oversees such Party (including without limitation the Center for Resource Solutions, Green-E Renewable Electricity Certification Program or any similar authority or body) as required by such authority or body, provided that such Confidential Information shall be submitted under any applicable provision, if any, for confidential treatment by such certifying or stand-setting authority or body or under a confidentiality agreement with such authority or body. Notwithstanding the foregoing, a Party may disclose in its marketing and advertising communications to the public the following information: (i) the number of customers served by

the GreenUp Service Supplier, and (ii) the number of RECs sold as part of GreenUp Service.

X. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, a Party, by written notice to the other Party (“Breaching Party”), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such (other than the obligations set forth in Section 6 of the Terms and Conditions).

No delay by a Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which a Party is legally entitled.

XI. Force Majeure

No Party shall be considered in default under this Agreement or responsible in tort, strict

liability, contract or other legal theory to the other Party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected Party's fault or negligence, is caused by factors beyond the affected Party's reasonable control and that by exercise of reasonable diligence the affected Party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, act of war (whether declared or otherwise), insurrection, act of God or the public enemy, and acts of a judicial, government or regulatory body, public authority or Independent System Operator. In the event of a force majeure, both Parties shall take all reasonable steps to comply with this Agreement.

## XII. Liability and Indemnification

The Parties acknowledge and agree that the liability and indemnification provisions in Section 11 of the Terms and Conditions are incorporated herein by reference. For purposes of such liability and indemnification, however, the Parties acknowledge and agree that nothing in such Terms and Conditions prohibits one Party from impleading the other Party as a third-party defendant, whether or not one or more Parties are named as defendants in the initial underlying claim brought by a third-party against the Party seeking indemnification under this Agreement. Proceedings to resolve the third-party claim as between the Parties hereto shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the Parties only after agreement between the Parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).

The Parties acknowledge and agree that for purposes of Section 11 of the Terms and Conditions, a Party seeking recovery from the other Party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other Party.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall a Party hereto be liable to the other Party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

Notwithstanding the availability of other remedies at law or in equity, a Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.

The provisions of this Section shall survive the termination of this Agreement.

### XIII. Terms and Conditions

The Parties agree to act in compliance with the Terms and Conditions at all times. In the event of a conflict between the provisions of this Agreement and the provisions of the Terms and Conditions, the provisions of the Terms and Conditions shall control.

### XIV. Notice

All notices and other communications to the Company shall be sent to the Company contacts listed on the Company's website. Notices and other communications to GreenUp Service Supplier shall be sent to the address or facsimile as shown on Exhibit B. A Party may designate different address or facsimile information by giving notice in writing to the other Party as set forth in this Section XIV. The Parties agree that such written notice, upon confirmation of



receipt, shall constitute an acceptable writing.

XV. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

XVI. Severability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining portions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

XVII. Dispute Resolution

A Party shall provide to the other Party, in writing, the basis for any dispute. Disputes shall be referred to the Parties' representatives for resolution. The Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided for under this Agreement or in the Terms and Conditions. If the Parties fail to resolve the dispute within thirty (30) days of receipt of the written basis for the dispute, or such longer period to which the Parties mutually agree, the dispute shall be filed with the NHPUC for resolution.

XVIII. Assignment and Delegation

A Party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by GreenUp Service Supplier shall take effect until the assignee has met the requirements of Section III hereunder. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, a Party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and the Terms and Conditions. The assigning or subcontracting Party shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Party shall reasonably require.

#### XIX. Miscellaneous

This Agreement, and any agreement signed by the Parties hereto that expressly references this Agreement, together constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, communications, and representations; provided, that, both Parties shall be bound by any applicable tariff provisions in effect at the time of this Agreement or as may be added or amended at a future date.

This Agreement may be amended by written agreement of the Parties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original instrument, and all of such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

GRANITE STATE ELECTRIC COMPANY D/B/A  
NATIONAL GRID

By: \_\_\_\_\_  
Name:  
Title:

[GREENUP SERVICE SUPPLIER]

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

Terms and Conditions for GreenUp Service

**EXHIBIT B**

**GREENUP SERVICE SUPPLIER INFORMATION**

GreenUp Service Supplier must fill this form out completely and return it to the Company prior to entering into a contract for services with the Company. Failure to fill out this form completely will render the Company unable to provide services for GreenUp Service Supplier.

A. General Information (all GreenUp Service Suppliers)

1. Legal name of GreenUp Service Supplier \_\_\_\_\_
2. d.b.a. name, if applicable \_\_\_\_\_
3. GreenUp Service Supplier Address \_\_\_\_\_  
\_\_\_\_\_
4. Type of Business Entity \_\_\_\_\_
5. GreenUp Service Supplier Customer Service phone number \_\_\_\_\_
6. GreenUp Service Supplier Tax Identification number \_\_\_\_\_
7. GreenUp Service Supplier Dun & Bradstreet number \_\_\_\_\_
8. Name of the GreenUp Service Supplier's general contact \_\_\_\_\_
9. GreenUp Service Supplier's general contact phone number \_\_\_\_\_
10. GreenUp Service Supplier's general contact facsimile number \_\_\_\_\_
11. GreenUp Service Supplier's general contact e-mail address \_\_\_\_\_
12. Name of GreenUp Service Supplier's technical contact \_\_\_\_\_
13. GreenUp Service Supplier's technical contact phone number \_\_\_\_\_
14. GreenUp Service Supplier's technical contact facsimile number \_\_\_\_\_
15. GreenUp Service Supplier's technical contact e-mail address \_\_\_\_\_

B. Billing and Banking Information

1. If the GreenUp Service Supplier is planning to assign its own account number, provide format and size \_\_\_\_\_
2. Name of receiving bank (to accept electronic transfer of customer payments) \_\_\_\_\_
3. Routing and transit number (ABA number) \_\_\_\_\_
4. Bank account number \_\_\_\_\_

C. **Communications Information**

1. **ISA Qualifier** (Use “1” for DUNs and “9” for DUNS + 4) \_\_\_\_\_
2. **ISA Sender/Receiver ID** \_\_\_\_\_
3. **GS Sender/Receiver ID** \_\_\_\_\_
4. **N1\*SJ ~Qualifier~ID** \_\_\_\_\_
5. **Sender IP Address** \_\_\_\_\_
6. **Receiver URL Address** \_\_\_\_\_
7. **Port Number** \_\_\_\_\_
8. **Authentication ID** \_\_\_\_\_
9. **Authentication Password** \_\_\_\_\_
10. **PGP Public Keys** \_\_\_\_\_
11. **Protocol Failure E-Mail** \_\_\_\_\_
12. **VAN Phone Number, if used:** \_\_\_\_\_
13. **CGI Program Name** \_\_\_\_\_

D. Notices to GreenUp Service Supplier shall go to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C**

### **Other Provisions**

#### **1. Holidays and Time**

Any reference made with respect to time either in this agreement or the EBT Standards is understood to be Eastern Standard Time (EST).

The Company observes the following holidays and will not receive or process EBT on the following days: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, The Last Weekday Before Christmas Day, and Christmas Day. All holidays will be the nationally observed day.

#### **2. Money Transfers**

The Company will transfer payments to the GreenUp Service Supplier by way of Automated Clearing House within three (3) business days of the Company's receipt of payment from the Customer.

#### **3. Business Continuity Plan**

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan that will be posted on the Company's web site. In such an event, GreenUp Service Supplier agrees to cooperate with Company and abide by the procedures of the Company's business continuity plan. GreenUp Service Supplier may contact the Company's representative, as provided below, for further information about accessing the business continuity plan.



## **EXHIBIT D**

### **GREENUP SERVICE MARKETING GUIDELINES**

The Company is fully committed to making GreenUp Service a success. The Company will treat all GreenUp Service Suppliers fairly, equally, and in a non-discriminatory manner. The Company will not partner with, nor promote, any one GreenUp Service Supplier over another.

The Company will not recommend or take a position on the customer selection of a GreenUp Service Supplier. If customers request information about obtaining GreenUp Service, the Company will provide a list of all GreenUp Service Suppliers pursuant to the Service Agreement.

The Company will help facilitate GreenUp Service marketing by providing on its website information about the program and participating GreenUp Service Suppliers. The Company will provide a minimum of one bill insert per year, over the life of the program, describing the offerings of participating GreenUp Service Suppliers. Customer education initiatives may include but not be limited to, press releases, bill inserts, and bill newsletter articles. The costs of such Customer education initiatives will be recovered from customers or the GreenUp Service Suppliers as approved by the NHPUC. The Company will work with interested parties to develop a standard description and endorsement of GreenUp Service that GreenUp Service Suppliers may use in their marketing materials without the Company's prior written consent.

In addition, the Company's website will include detailed information about each GreenUp Service Supplier's product offerings and prices, along with links to each of their websites to help facilitate the enrollment process. GreenUp Service Suppliers will have the opportunity to comment on the content of website information prior to the website going live.

Absent the prior written consent of the Company, GreenUp Service Suppliers may not use the Company logos in any customer communication or marketing materials prepared by or for any GreenUp Service Supplier. Any communications to customers relating to GreenUp Service shall be forwarded to the Company at least seven (7) days prior to public release.

The Company reserves the right, at its sole discretion, to change these guidelines at any time without notice.