

Exhibit H - Agreement Between the Company and the Company's Retail Customer

(Note: this Agreement is to be signed by the Company's retail Customer where the distributed generation installation and interconnection will be placed, when the retail Customer is not the owner and/or operator of the distributed generation facility.)

1. **Parties.** This Agreement between the Company and the Company's Retail Customer ("Agreement"), dated as of _____ ("Effective Date" of this Agreement) is for a **Simplified Process interconnection application** and is entered into, by and between **Massachusetts Electric Company (doing business as National Grid)**, a **Massachusetts Corporation** with a principal place of business at **40 Sylvan Rd, Waltham, MA 02451** (hereinafter referred to as the "Company"), and _____, a(n) _____ with a principal place of business (or residence) at _____, _____, _____ ("Customer"). (The Company and Customer are collectively referred to as the "Parties"). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff, which is hereby incorporated by reference.
2. **Scope, Purpose, and Related Agreements.** This Agreement, in conjunction with the Interconnection Service Agreement identified in Section 3.2, allows the Interconnecting Customer (as identified in Section 3.3) to utilize Customer's electrical facilities to interconnect and operate the Facility in Parallel with Company's EPS. The purpose of the Facility is to serve the Customer's electrical loads at the location identified in Section 3.1
3. **Summary and Description of the Parties and Location of Generating Facility.**

- 3.1. The name and address used by Company to locate the Customer or electric service account where the Facility interconnects with Company's EPS is:

Attn:

E-mail:

Phone:

Company Account Number:

- 3.2. The Facility shall be Interconnected with the Company's EPS pursuant to an Interconnection Services Agreement between Company and Interconnecting Customer, its successors or assigns ("Interconnecting Customer") dated _____ ("Interconnection Service Agreement").

- 3.3. Interconnecting Customer's contact information:

Attn: **Vivint Solar Developer, LLC**

3301 N Thanksgiving Way, Suite 500

Lehi, UT 84043

E-mail: **mainterconnection@vivintsolar.com**

Phone: **801-227-7014**

4. **Customer Acknowledgement and Obligations.**

- 4.1. Customer acknowledges that it has authorized the Facility to be installed and operated by Interconnecting Customer in accordance with Company's Interconnection Tariff in or adjacent to Customer's premises. Such Facility shall be used to serve all or a portion of Customer's electrical loads associated with the electric service provided by Company at the location identified in Section 3.1 above. Customer shall be solely responsible for the terms of any agreement between it and Interconnecting Customer.
- 4.2. Customer shall be solely responsible for any charges incurred under Company's electric service tariffs, and any other regulations and laws governing the provision of electric services. Customer acknowledges that it has been made aware of the charges and conditions related to the operation of the Facility and that the performance or lack of performance of the Facility may affect the rates and charges billed by Company for the electric power delivered to Customer. Copies of such tariffs are available by request to Company or on the Company's web site.
- 4.3. Any amount to be paid, or refunded to, Company for the services received by Customer as a result of the Interconnecting Customer failing to operate the Facility in accordance with the terms of the representations and warranties made under the Interconnection Service Agreement shall be paid to Company by the Customer in accordance with Company's electric tariffs.
- 4.4. Customer shall provide access as necessary to the Customer's premises for Company personnel, contractors or agents to perform Company's duties under the Interconnection Tariff. The Company shall have access to the disconnect switch of the Facility at all times.

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5.1. This Agreement shall become effective as of the date referenced in Section 1. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

5.1.(a) The Parties agree in writing to terminate the Agreement.

5.1.(b) At 12:01 A.M. on the day following the date the Customer's electric service account through which the Generating Facility is interconnected to Company's EPS is closed or terminated.

5.1.(c) At 12:01 A.M. on the 31st day following the date the Interconnection Service Agreement is terminated.

5.1.(d) At 12:01 A.M. on the 61st day after Company provides written Notice pursuant to Section 7 below to the Customer that Customer is not in compliance with the terms of this Agreement.

6. Limitation of Liability.

6.1. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

6.2. Company shall not be liable to Customer in any manner, whether in tort or contract or under any other theory, for loss or damages of any kind sustained by Customer resulting from existence of, operation of, or lack of operation of the Facility, or termination of the Interconnection Service Agreement, provided such termination is consistent with the terms of the Interconnection Service Agreement, except to the extent such loss or damage is caused by the negligence or willful misconduct of the Company.

7. Notices.

7.1. Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company: **National Grid**
Attn: **Distributed Generation**
40 Sylvan Rd
Waltham, MA 02451
E-mail: **Distributed.Generation@nationalgrid.com**

If to Customer:
Attn:
,
E-mail:
Phone:

7.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 7.1.

7.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

8. Release of Data. Company shall maintain confidentiality of all Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved in writing by the Customer.

9. Assignment. Except as provided herein, Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

10. Non-Waiver. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the

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provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

11. Governing Law, Jurisdiction of Commission, Inclusion of Company's Tariffs, Defined Terms.

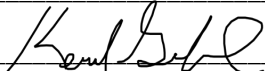
- 11.1.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 11.2.** The interconnection and services provided under this Agreement shall at all times be subject to terms and conditions set forth in the tariffs applicable to the electric service provided by Company. Copies of such tariffs are available at the Company's web site or by request to Company and are incorporated into this Agreement by this reference.
- 11.3.** Notwithstanding any other provisions of this Agreement, Company shall have the right to unilaterally file with the Department, pursuant to the Department's rules and regulations, an application for change in tariffs, rates, charges, classification, service or any agreement relating thereto.
- 11.4.** When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in the Interconnection Tariff.

12. Amendments and Modifications. This Agreement can only be amended or modified by a written agreement signed by both Parties.**13. Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Service Agreement and the Interconnection Tariff. Together this Agreement, the Interconnection Service Agreement, and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.**14. Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.**15. Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Name: —: Kenneth Gilbert

Title: _____

Date: 09/21/15

Signature: 

National Grid:

Name: _____

Title: _____

Date: _____

Signature: _____

Schedule Z – Additional Information Required for Net Metering Service

Please fill out the form completely (and initial the bottom of each page).

Host Customer Name: _____ Telephone: _____

Address of Facility: _____

Billing Account Number: _____

Meter Number: _____ Application ID Number: _____

The Host Customer is a (check any that apply): ☐ Municipality ☐ Other Governmental Entity

If so, submit certification provided by the DPU when obtained. Public Classification ID: _____

A) Is the Host Customer applying for net metering service an electric company, generation company, aggregator, supplier, energy marketer, or energy broker, as those terms are used in M.G.L. c. 164, §§ 1 and 1F and 220 C.M.R. §11.00? ☒ No ☐ Yes (you are not eligible for net metering service)

NOTE: Definitions are:

“Electric company” means a corporation organized under the laws of the commonwealth for the purpose of making by means of water power, steam power or otherwise and for selling, transmitting, distributing, transmitting and selling, or distributing and selling, electricity within the commonwealth, or authorized by special act so to do, even though subsequently authorized to make or sell gas; provided, however, that electric company shall not mean an alternative energy producer; provided further, that a distribution company shall not include an entity which owns or operates a plant or equipment used to produce electricity, steam and chilled water, or an affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and nonprofit educational institutions, and where such plant or equipment was in operation before January 1, 1986; and provided further, that electric company shall not mean a corporation only transmitting and selling, or only transmitting, electricity unless such corporation is affiliated with an electric company organized under the laws of the commonwealth for the purpose of distributing and selling, or distributing only, electricity within the commonwealth. G.L. c. 164, § 1.

“Generation company” means a company engaged in the business of producing, manufacturing or generating electricity or related services or products, including but not limited to, renewable energy generation attributes for retail sale to the public. G.L. c. 164, § 1.

“Aggregator” means an entity which groups together electricity Customers for retail sale purposes, except for public entities, quasi-public entities or authorities, or subsidiary organizations thereof, established under the laws of the commonwealth. G.L. c. 164, § 1.

“Supplier” means any supplier of generation service to retail Customers, including power marketers, brokers and marketing affiliates of distribution companies, except that no electric company shall be considered a supplier. G.L. c. 164, § 1.

“Host Customer” means a Customer with a Class I, II, or II Net Metering Facility that generates electricity on the Customer’s side of the meter.

“Nameplate Capacity” means, for the purposes of calculating net metering capacity only, the nominal capacity of a system that reflects normal operating conditions, and not maximum operating conditions. For the terms **“energy marketer”** and **“energy broker,”** please use the definition for **“Electricity Broker,”** which means an entity, including but not limited to an Aggregator, which facilitates or otherwise arranges for the purchase and sale of electricity and related services to Retail Customers, but does not sell electricity. Public Aggregators shall not be considered Electricity Brokers. 220 C.M.R. 11.02.

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B) If applying for Net Metering as an Agricultural Net Metering Facility, please answer the following questions:

- 1) Is the Agricultural Net Metering Facility operated as part of an agricultural business?
☐ Yes ☒ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)
- 2) Has the Commissioner of the Department of Agriculture recognized the business as an agricultural business?
☐ Yes ☐ No
- 3) Is the Agricultural Net Metering Facility located on land owned or controlled by the agricultural business mentioned in Item B.1 above?
☐ Yes ☐ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)
- 4) Is the energy from the Agricultural Net Metering Facility used to provide electricity to metered accounts of the agricultural business mentioned in Item B.1 above?
☐ Yes ☐ No (the facility is not eligible for Net Metering as an Agricultural Net Metering Facility)

C) If applying for neighborhood net metering, please answer the following questions:

- 1) Are all participants served by the same distribution company? ☐ Yes ☐ No
- 2) Are all participants served by the same ISO-NE load zone? ☐ Yes ☐ No
- 3) Do all participants reside in the same municipality? ☐ Yes ☐ No

NOTE: If any of the answers to the questions in Item C are no, then the facility is ineligible for neighborhood net metering unless granted an exception by the Department of Public Utilities under 220 C.M.R. §18.09(6).

D) Please indicate how the Host Customer will report to the Company the amount of electricity generated by the net metering facility. The information is due twice each year: (1) by January 31 for the prior year's generation; (2) by September 30 for the year-to-date generation:

- ☐ Provide the Company access to their ISO-NE GIS account
☒ Provide the Company access to their metering or inverter data
☐ Provide the Company with a report in writing of the generation by January 31 and again on September 30 each year

E) For any Billing Period in which the Host Customer earns Net Metering Credits, please indicate how the Distribution Company will apply them:

- ☒ Apply all of the Net Metering Credits to the account of the Host Customer (Skip Items F and G)
☐ Allocate all the Net Metering Credits to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)
☐ Both apply a portion of the Net Metering Credits to the Host Customer's account and allocate a portion to the accounts of eligible Customers (Class I and II Net Metering Facilities skip Item F)

F) If the Host Customer has a Class III Net Metering Facility, please indicate below the range that best represents the number of eligible Customer accounts to which Net Metering Credits would be allocated. Alternatively, please complete Item G. This information will allow the Company to exercise its option to purchase Net Metering Credits from the Host Customer rather than allocating such credits.

The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will allocate or purchase Net Metering Credits. If the Company elects to purchase Net Metering Credits, the Company will render payment by issuing a check to the Host Customer each Billing Period, unless otherwise agreed in writing by the Host Customer and Company. If the Company elects to allocate Net Metering Credits, the Host Customer must complete Item G and submit the revised Schedule Z to the Company.

- ☐ Allocate Net Metering Credits to fewer than 50 eligible Customer accounts (Skip Item G)
☐ Allocate Net Metering Credits to 100 or fewer eligible Customer accounts (Skip Item G)
☐ Allocate Net Metering Credits to more than 100 eligible Customer accounts (Skip Item G)

G) Please state the total percentage of Net Metering Credits to be allocated.

_____% Amount of the Net Metering Credit being allocated. The total amount of Net Metering Credits being allocated shall not exceed 100 %. Any remaining percentage will be applied to the Host Customer's account.

Schedule Z – Additional Information Required for Net Metering Service

Please identify each eligible Customer account to which the Host Customer is allocating Net Metering Credits by providing the following information (attach additional pages as needed):

NOTE: If a designated Customer account closes, the allocated percentage will revert to the Host Customer's account, unless otherwise mutually agreed in writing by the Host Customer and the Company.

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Customer Name: _____
Service Address: _____
Billing Account Number: _____
If public entity, DPU Public Classification ID: _____
Amount of Net Metering Credit Allocated: _____ %

Total Net Metering Credit allocation on this page: 0% (automatic calculation)
(If this is an additional page attached to the Schedule Z, indicate: Additional Page ____ of ____)

Schedule Z – Additional Information Required for Net Metering Service

- H) The Company may elect to seek to obtain capacity payments from ISO-NE for the electricity generated by Class II and III Net Metering Facilities. The Company will notify the Host Customer within 30 days of the filing of Schedule Z whether it will assert title to the right to seek those capacity payments. If the Company elects to assert title to those capacity payments, the Company will include any capacity payments received from ISO-NE in the Company's annual Net Metering Recovery Surcharge reconciliation.
- I) The terms of this Schedule Z shall remain in effect unless and until the Host Customer executes a revised Schedule Z and submits it to the Company. Unless otherwise required herein or mutually agreed to in writing by the Host Customer and the Company, a revised Schedule Z shall not be submitted more than twice in any given calendar year.
- J) A signature on the application shall constitute certification that (1) the Host Customer has read the application and knows its contents; (2) the contents are true as stated, to the best knowledge and belief of the Host Customer; and (3) the Host Customer possesses full power and authority to sign the application.

_____
Host Customer (Signature)_____
Kenneth Gilbert

Host Customer (Print)

09/21/15

Date