



# STERLING RI Choice™

## National Grid GreenUp PRICING, TERMS & CONDITIONS



For Customers of National Grid in Rhode Island - Sterling Planet, a renewable energy GreenUp supplier licensed with the Rhode Island Public Utilities Commission (RIPUC), is participating in National Grid's GreenUp service to offer you an opportunity to enroll in a program that supports environmentally preferable power generated from wind and small hydroelectric (less than 30 megawatts) projects located in the Northeast. When you sign up for RI Choice™, Sterling Planet's cleaner power offering, you stay with National Grid as your electricity provider, but pay a small monthly charge that supports the generation of cleaner power from wind and water.

When you enroll, you pay a flat monthly fee of \$7.50 for 250 kWh of RI Choice™ cleaner renewable electricity. This small fee for RI Choice™ is added as a separate line item to your National Grid bill. You are still responsible for paying National Grid's retail delivery and generation service charges.

National Grid will continue to deliver your electricity and provide billing and customer service, including energy-related emergency response. If you have an outage or other electricity-related emergency, please contact National Grid at 1 800 465 1212.

All RI Choice™ sales are verified through settlement at the New England Power Pool GIS trading system and placed in an account with National Grid. This account is reported to the Rhode Island Public Utilities Commission (RIPUC).

Sterling Planet will purchase the environmental attributes of Northeast-based renewable energy generators in the form of Renewable Energy Certificates (RECs) in an amount equal to your RI Choice™ commitment. Sterling Planet reserves the right to balance the sale and delivery of these RECs on a quarter-by-quarter basis in accordance with the terms and conditions of the RIPUC-approved GreenUp program. Once Sterling Planet makes its purchase of RECs on your behalf and delivers them to National Grid, we have completed all REC delivery obligations to you.

The level of renewable electricity reflected in the RI Choice™ option you have chosen shall remain consistent with the disclosure/energy content label in effect. Sterling Planet will inform you in writing at least 30 days in advance of any change in price or mix of RECs purchased on your behalf. At that time, you may: 1) increase your monthly payment to cover the cost of the energy increase in order to receive the same monthly amount of kWh for which you originally signed up, 2) change to a different enrollment level, or 3) cancel your agreement with Sterling Planet. With a 30 day notice to you, Sterling Planet reserves the right to modify its renewable energy blend and delivery practices.

### Billing and Payment

Your renewable electricity purchase will appear as a line item on your regular National Grid bill. Except as outlined previously, your RI Choice™ monthly fee will not change over time. No additional or special fees will be assessed. We have no responsibility for the quality of the goods and services your electric utility provides or for the accuracy of your local electric bill.

### Enrollment, Cancellation or Change of Service

Enrollment is open to any National Grid residential or small business customer on Standard Offer or Default Service. To enroll, you will need to complete and sign our Residential Enrollment Form, provide Sterling Planet verbal authorization verified by an independent third party, or complete DTE-approved electronic authorization (email or Internet). We don't require a minimum enrollment period, and you can change or cancel at any time without penalty. Initiation of service may be delayed if you do not provide us with all required information.

We do not impose fees for application or early termination. We value you as a customer and do not bind you to a lengthy contract. To change or cancel your account, simply call Sterling Planet Customer Service at 1 877 457 7712. You may also write a letter requesting to cancel your renewable

energy purchase, addressed to Sterling Planet at 6200 Avalon Boulevard, Alpharetta, GA 30009.

### Taxes and Laws

Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules and regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

### Limitations on Liability

Sterling Planet will in no event be liable to you or to any other party for any consequential, punitive, indirect, exemplary or special damages, whether arising in tort, contract or under any other common law or statutory claim, in connection with the services that we provide. You will also not be liable to us for any such damages in connection with the service you receive. Sterling Planet shall not be liable for interruption or shortage of supply, nor any associated loss or damage resulting from causes outside our reasonable control.

Sterling Planet shall not be in breach of its obligations under these terms and conditions to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. These include, but are not limited to, unusually severe weather, acts of God, fire, drought, flood and failure of the Independent Service Operator or EDC to transmit electricity or support operations of any of our independent suppliers or vendors.

Sterling Planet will not be liable for any lost profits. Our liability and yours is solely limited, to the extent allowed by law, to actual damages, not to exceed the value of any electricity purchased or sold, except in cases of our gross negligence, willful misconduct or bad faith. These terms and conditions and any related agreements between you and Sterling Planet shall not be deemed as creating any rights in any third party, or as giving rise to third party liability.

### Assignment

We may assign this agreement to another GreenUp supplier with National Grid consent, providing 30 days notice.

### Controlling Provisions

All matters affecting the interpretation of this agreement shall be governed by and construed according to the laws of the State of Georgia. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED. Should any part of this agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of this agreement.

Any questions regarding these terms and conditions or your service with Sterling Planet should first be directed to Sterling Planet at 1 877 457 7712 by mail to 6200 Avalon Boulevard, Alpharetta, GA 30009, or to customerservice@sterlingplanet.com. If you still have concerns after contacting Sterling Planet, you may contact the Rhode Island Public Utilities Commission at 401 941 4500.