



STERLING MA Choice™ TERMS OF SERVICE
For Customers of National Grid in Massachusetts

Sterling Planet, a Massachusetts Department of Telecommunications & Energy (DTE) licensed GreenUp supplier, 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 projects in New England. When you sign up for Sterling MA 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 renewable electricity, which helps to cover the gap in price between cleaner renewable power and that of more polluting non-renewable power generation. This small fee 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.

You stay with National Grid, which 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.

Sterling MA Choice™ is sourced in New England and is a blend of new wind and small hydroelectric energy from facilities with a typical output of less than 30 megawatts.

All Sterling MA 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 Massachusetts Department of Telecommunications & Energy (DTE). Sterling Planet will report to its customers quarterly the actual resource mix of the renewable energy purchased during the preceding 12-month period.

When you enroll for Sterling MA Choice™, Sterling Planet will purchase the environmental attributes of New England-based renewable energy generators in the form of Renewable Energy Certificates (RECs) in an amount equal to your Sterling MA 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 DTE-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 Sterling MA Choice™ option you have chosen shall remain in effect for the remainder of 2004. The renewable electricity mix shall be 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 30 days 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 Sterling MA 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 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). You have until midnight of the third business day after the day on which you signed an agreement, enrolled over our Web site or enrolled by phone to change your mind before we begin to service your account. However, we don't require a minimum enrollment period, and you can change or cancel at any time after the 3-day grace period. Initiation of service may be delayed if you do not provide us with

all required information. Three business days after receipt of a completed enrollment, Sterling Planet will activate your account and notify National Grid.

You may change your purchase from Sterling Planet at any time without penalty. 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 Service Supplier with National Grid's consent. If so, we will provide 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 invalid had not been contained herein at the time of the execution of this agreement.

Any questions regarding these terms 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 Massachusetts Department of Telecommunications & Energy at 617 305 3500.

