



TERMS AND CONDITIONS FOR SIMPLIFIED INTERCONNECTIONS

1. Construction of the Facility: The Interconnecting Customer may proceed to construct the Facility once the Approval to Install the Facility has been signed by HMLP.

2. Interconnection and operation: The Interconnecting Customer may operate Facility and interconnect with the Company's system once the following has occurred:

2.1. Municipal Inspection: Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the Town of Hull electrical wiring inspector with.

2.2. Certificate of Completion: The Town of Hull Inspector of Wires informs HMLP that the Interconnecting Facility meets all local and National codes and is ready to be witness tested by HMLP.

2.3. Witness Testing: HMLP has completed inspection.

3. HMLP Right of Inspection: Within ten (10) business days after receipt of approval by the Town of Hull Inspector of Wires, HMLP may, upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the HMLP One-Line Diagram for Interconnection Facilities. HMLP has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion.

4. Safe Operations and Maintenance: The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.

5. Access: HMLP shall have access to the disconnect switch (if required) of the Facility at all times.

6. Disconnection: HMLP may temporarily disconnect the Facility to facilitate planned or emergency Company work.

7. Metering and Billing: All Facilities approved under this Agreement qualify for net metering, as approved by HMLP from time to time, and the following is necessary to implement the net metering provisions:

7.1. Interconnecting Customer Provides Meter Socket: The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket(s) and wiring in accordance with accepted electrical standards, and HMLP one-line diagram for Interconnecting Facilities.

7.2. HMLP Installs Meter: HMLP shall furnish and install a meter capable of net metering upon successful completion of the witness testing.



8. Indemnification: Interconnecting Customer and HMLP 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.

9. Limitation of Liability: Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including 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 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.

10. Termination. This Agreement may be terminated under the following conditions:

10.1. By Mutual Agreement: The Parties agree in writing to terminate the Agreement.

10.2. By Interconnecting Customer: The Interconnecting Customer may terminate this Agreement by providing written notice to HMLP.

10.3. By HMLP. HMLP may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.

11. Assignment/Transfer of Ownership of the Facility: This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies HMLP.

12. Interconnection Tariff: These Terms and Conditions are pursuant to the HMLP Tariff for the Interconnection of Interconnecting Customer-Owned Generating Facilities, as approved by the HMLP Light Board, and as the same may be amended from time to time ("Net Metering Rate"). All defined terms set forth in these Terms and Conditions are as defined in the Net Metering Rate, (see Company's website for complete rate).