

2024



Building Management Systems (BMS)

WE ARE MASS SAVE®:



How to Receive an Incentive

1. Work with a building controls vendor to discuss your BMS project and determine eligibility. If you or your vendor have any questions regarding project eligibility, please contact your Mass Save Sponsor.
2. Fill out the Prescriptive BMS calculator to estimate project savings and incentives. Incentives as shown require the review by the Sponsor(s) and are not guaranteed until all program requirements have been met.
3. Submit all required pre-approval documentation to your Sponsor(s) for review. If the project is served by a gas and electric Sponsor, the application and documentation must be submitted to both to receive the full incentive.
4. The Sponsor(s) may require a pre-inspection prior to implementation of the building controls.
5. After your Sponsor(s) issue an incentive offer, complete installation of your building controls project, and then submit final approval documentation as listed on this application.
6. Sponsor(s) will approve incentives after determining all program requirements have been fulfilled.

Project Eligibility

- **Incentives are available only for projects implementing or optimizing eligible sequences of operation for the purpose of reducing energy consumption on existing equipment.** BMS or control product projects that do not incorporate the addition or optimization of sequences of operation or provide trend data are not considered. All qualifying projects must clearly identify the sequences of operation being added or optimized and the equipment impacted by these sequences.
- Building control project must be installed by December 31, 2024.
- Offers valid only for commercial & industrial customers in Massachusetts where Berkshire Gas, Cape Light Compact, Eversource, Liberty, National Grid, or Unitil are the electric or gas Sponsor.
- The following BMS upgrades are not eligible for incentives:
 1. Control of process and lab loads. Incentives may be available on a custom basis.
 2. Standalone front-end upgrades or software updates.
 3. Sequences of operation implemented on control new equipment.
 4. BMS installations in new construction buildings.
 5. Replacement of existing BMS less than 15 years old.
 6. Control products for standalone pieces of equipment. After market control products on standalone, individual pieces of equipment that do not involve building level programming, interoperability between building systems, or adjustment by the centralized building control.
 7. Sequences and BMS that have already received a rebate or incentive from a Sponsor of Mass Save.
- Project incentives will be capped at 60% of total installed project costs.
- Total building area must be greater than 5,000 square feet and less than 300,000 square feet. Control projects in larger buildings may be eligible for incentives on a custom basis.
- To qualify for incentives, the BMS or subscription-based product adding sequences of operation to building systems shall include a central operator's station with a central processing unit, PC (local or remote), and monitor. The operator's station shall be capable of monitoring all sensors and field devices in real time and provide the necessary trend data to verify the sequences of operation implemented or optimized.
- BMS and control systems must include sequences required by relevant building codes (i.e. optimal start/stop, system scheduling, demand control ventilation, etc.)
- Trend data and screenshots are required to verify that implemented sequences align with design expectations. Trend data and screenshots must be provided as specified in the project verification section of this application and per the minimum requirements document (MRD).

Eligible Project Costs

Project incentives are not to exceed 60% of the total installed costs.

Sequence of Operation Documentation Requirements

- Sequences of operation shall explain the intended additional or optimized operation of the the specific pieces of equipment and include the associated set points and involvement of the control components (dampers, valves, sensors, etc.).
- Sequences of operation for optimizing controls shall include information about the baseline or existing control operation and the proposed optimized operation to be implemented.

For more information about BMS incentives and the Prescriptive BMS Calculator, visit: www.masssave.com/en/business/rebates-and-incentives/building-and-hvac-controls/building-management-systems-and-controls

Documentation Requirements for Pre-Approval

Completed and signed application form, including pre-installation signatures for customer and vendor.

- Incomplete applications requiring additional information may delay processing.

Completed Prescriptive BMS calculator.
Itemized project proposal with control components and labor.
Proposed Sequences of Operation (SOO).
Once received, signed copy of pre-approval letter, including sign off on trend data requirements by customer and vendor.
Full year of billing usage data for project building's electric and fossil fuel account(s).
Subscription based system control products must submit their control product to [MTAC](#) to provide additional information about how their product produces energy savings prior to applying for program incentives.

Documentation Requirements for Final Approval

Completed and signed application form, including post installation customer signature.
Final project added BMS points list.
Final Prescriptive BMS Calculator (if changed from pre-approval).
Itemized invoice from the BMS contractor with the following:

- Installation date.
- Installation address.
- Itemized list of component costs.
- Installation company/contractor name and address.

Copy of W-9 for payee.
Trend data setup report (see Project Verification section of this form).
Required system screenshots taken as system is operational (see Project Verification section of this form).
Completed Minimum Requirements Document (MRD).
Trend data at 15-30min intervals in Excel (.xls) format shall be collected for 20% of completed projects. (see Project Verification section of this form).

Mass Save Incentive Application

All Fields on This Page Are Required to Complete Your Application

Indicate the Mass Save Sponsor(s) and Account Number(s) for This Application

Berkshire Gas	Cape Light Compact	Eversource	Liberty	National Grid	Unitil
ELECTRIC ACCOUNT NUMBER			GAS ACCOUNT NUMBER		

Account Holder Information

COMPANY NAME	INSTALLATION SITE NAME	APPLICATION DATE	
INSTALLATION ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP
CONTACT NAME	EMAIL ADDRESS	PHONE	
BUILDING TYPE	IF OTHER, PLEASE SPECIFY	SQUARE FEET AFFECTED BY NEW CONTROLS	

Payment Method—Payee Must Submit a W-9 Form (Tax ID # Required if Receiving Rebate)

PAYMENT TO (PAYEE) Customer Vendor/Installer	PAYEE TAX ID #
CHECK PAYABLE TO	PAYEE COMPANY TYPE Incorporated Not Incorporated Exempt

Vendor Information

VENDOR/INSTALLER	CONTACT PERSON		
PHONE	EMAIL ADDRESS		
STREET ADDRESS	CITY	STATE	ZIP
VENDOR/INSTALLER AUTHORIZED SIGNATURE ACKNOWLEDGING VERIFICATION REQUIREMENTS AND PAYEE (IF APPLIES)			DATE

Customer Acceptance of Terms

PRE-INSTALLATION I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the terms and conditions on the back of this form.	ANTICIPATED COMPLETION DATE	
PRINT NAME	AUTHORIZED SIGNATURE	DATE
POST-INSTALLATION I certify that I have seen the energy efficiency measure(s) that have been installed and I am satisfied with their installation.		
PRINT NAME	AUTHORIZED SIGNATURE	DATE

Sponsors of Mass Save

Berkshire Gas
800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com

Cape Light Compact
800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org

Eversource
844-887-1400
www.eversource.com
efficiencyma@eversource.com

Liberty
508-324-7811
www.libertyutilities.com
efficiency@libertyutilities.com

National Grid
800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

Unitil
888-301-7700
www.unitil.com
efficiency@unitil.com

Project Incentives

Project incentives are estimated in the Prescriptive BMS Calculator and subject to review and approval by the Sponsor(s). Project incentives are capped at 60% of the total eligible project costs. Total project incentives will be allocated and provided separately by gas and electric Sponsor(s) as applicable.

$$\text{Project Incentive} = \text{Incentive Rate} \times \text{Number of Eligible Sequences Implemented} \times \text{Area Affected by Controls}$$

BMS Project Types

BMS Project Type	Description
Add-On or Optimization of Sequences on Existing BMS	Projects implementing additional or optimizing existing sequences on an existing BMS. Existing control panels may be removed or replaced. Sensors or control components are installed as part of add-on projects or optimization. Example: Adding or optimizing demand control ventilation for a school gym, including the installation of a new CO2 sensor, or replacement of a modulating damper actuator.
First Time BMS Installation or Replacement of Existing BMS	Projects installing new BMS (panels, sensors, transducers, etc.) in existing buildings on existing equipment for the first time, including the installation of control panels for the first time to the facility. Example: replacing distributed thermostat control with a new, centralized control system. Projects replacing legacy systems that are at least 15 years old, verified through a pre-inspection. Replacement systems must introduce new control functionality not existing in the prior BMS. Example: replacement of existing pneumatic system with new DDC BMS.
Subscription Based Control	Projects installing control products to add or optimize sequences of operation that impact multiple building systems. Example: Installation of control that uses AI to reduce thermostat set points that in turn reduce building boiler or furnace demand.

Sequence Eligibility by Major Equipment

Primary or Secondary HVAC Equipment		System Schedule and Unoccupied Setbacks ^[1]	Optimal Start/Stop ^[1]	Reset Chilled Water Temperature	Reset Static Pressure	Reset Boiler Water Temperature	Demand Control Ventilation	Economizer Control - Dry Bulb or Dual Enthalpy	Reset Supply Air Discharge Temperature	Reset Condenser Water Temperature
Cooling	Direct Expansion in AHU	-	-	-	-	-	Eligible	Eligible	Eligible	-
	Chiller	-	-	Eligible	-	-	Eligible	Eligible	Eligible	Eligible
	Air Source Heat Pump	-	-	-	-	-	Eligible	Eligible	Eligible	-
	VRF or VRV System	-	-	-	-	-	Eligible	Eligible	Eligible	-
	Water Source Heat Pump with Chiller	-	-	Eligible	-	-	Eligible	Eligible	Eligible	Eligible
Ventilation	CV Air Handler or DOAS	Eligible	Eligible	-	-	-	-	-	-	-
	VAV Air Handler or DOAS	Eligible	Eligible	-	Eligible	-	-	-	-	-
	Decentralized Ventilation	Eligible	Eligible	-	-	-	-	-	-	-
Heating	Steam Boiler	Eligible	Eligible	-	-	-	Eligible	-	Eligible	-
	Hydronic Boiler	Eligible	Eligible [2]	-	-	Eligible [2]	Eligible	-	Eligible	-
	Furnace	Eligible	Eligible [2]	-	-	-	-	-	-	-
	Electric Resistance (AHU or Terminal Units)	Eligible	Eligible [2]	-	-	-	-	-	-	-
	Air Source Heat Pump	Eligible [3]	Eligible [2]	-	-	-	Eligible	-	-	-
	VRF or VRV System	Eligible [3]	Eligible	-	-	-	-	-	-	-
	Water Source Heat Pump with Boiler	Eligible	Eligible	-	-	Eligible	Eligible	-	Eligible	-

[1] Not eligible for facility occupied 24/7

[2] Not eligible for secondary heating equipment

[3] Only eligible for 5-6 day operation with unoccupied nights

Project Verification

A trend set-up report and screenshots are required for all projects to verify that implemented sequences align with design expectations. Verification of the trend set-up and screenshots must be collected for *all major equipment affected by the sequence* while the building is operating. Twenty percent of all projects will also require the collection of three weeks of trend data. The data must be provided to the electric and/or gas Sponsor for all major equipment affected by the sequence(s) in 15 to 30 minute intervals in an Excel (.xls) upon request.

Verification Requirements by Sequence

Sequence	Trend Data Points	Screenshots
System Schedule and Unoccupied Setbacks	<ul style="list-style-type: none"> Space temperature setpoint(s) Space temperature(s) for 10% of space On/off status of supply fan on each air handler 	Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Occupied and unoccupied space temperature setpoints
Optimal Start/Stop	<ul style="list-style-type: none"> On/off status of major equipment (include as applicable: air handlers, boilers, furnaces, chillers) 	Include noted data points as well as: <ul style="list-style-type: none"> Building schedule Major equipment involved with optimal start/stop
Reset Supply Air Static Pressure	<ul style="list-style-type: none"> Discharge static pressure(s) Static pressure setpoint(s) Supply fan speed(s) Virtual calculated feedback point indicating average VAV box damper position OR damper signal of each box associated with air handler 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum static pressure setpoints Boxes associated with each involved air handler
Reset Boiler Water Temperature	<ul style="list-style-type: none"> Hot water supply temperature Hot water supply setpoints Outdoor air temperature 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum hot water supply setpoints
Demand Control Ventilation	<ul style="list-style-type: none"> Measured CO₂ levels (return air or space ppm) Outdoor air damper signal Air handler/room occupancy status 	Include noted data points as well as: <ul style="list-style-type: none"> Low and high space CO₂ thresholds
Economizer Control (Dry Bulb or Dual Enthalpy)	<ul style="list-style-type: none"> Outdoor air damper position Outdoor air temperature (or enthalpy) Return air temperature (or enthalpy) Discharge air temperature Discharge air temperature setpoint Mixed air temperatures Cooling valve signal 	Include noted data points
Reset Supply Air Discharge	<ul style="list-style-type: none"> Discharge air temperature Discharge air temperature setpoint Return air temperature Outdoor air temperature Heating status/valve signal Cooling status/valve signal 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum discharge temperature setpoints
Reset Chilled Water Temperature	<ul style="list-style-type: none"> Chilled water supply temperature Chilled water supply setpoints Outdoor air temperature 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum chilled water supply temperature setpoints
Reset Condenser Water Temperature	<ul style="list-style-type: none"> Condenser water supply temperature (leaving chiller) Condenser water supply temperature setpoint Outdoor air temperature Chiller on/off status Cooling tower fan on/off status 	Include noted data points as well as: <ul style="list-style-type: none"> Minimum and maximum condenser water supply temperature setpoints

Eligibility Requirements for Hotel Sensors:

1. Sensors must control PTAC, heat pump units or fan coil units.
2. PTAC's must have electric heat to be eligible.
3. The control must include:
 - (a) occupancy detectors.
 - (b) window/door switches for rooms that have operable windows or patio doors.
 - (c) set back to 65°F in the heating mode and set forward to 78°F in the cooling mode when unoccupied detector is in unoccupied mode.
4. Sensors controlled only by a front desk system are not eligible.
5. Replacement or upgrade of occupancy based HVAC controls are eligible.
6. Hotels must operate 12 months of the year.
7. Total quantity of eligible sensors cannot exceed the total quantity of room HVAC units controlled.

Hotel Occupancy Sensor Incentives

Quantity of Sensors	Unit Incentive	Total Incentive	Heat Source Cooling Provide by	Equipment Capacity BTUH or TONS
	\$75/Sensor		Heat Pump PTAC with Electric Heat	
	\$75/Sensor		Heat Pump PTAC with Electric Heat	

More Ways to Save with Building Controls

- **Building Control and Active Demand Response Enrollment Incentive:** Receive an additional \$3,000 incentive for your building's first time enrollment in the ConnectedSolutions Demand Response Program. It's easy to participate in developing a curtailment plan if already upgrading your BMS. Typical annual incentive earnings range from \$3,500 for office buildings up to \$30,000 for industrial customers. To find out more or to reach out to a Curtailment Service Provider, please visit the Mass Save [ConnectedSolutions](#) webpage.
- **Wireless-Enabled Thermostats or Programmable Thermostats** are available for rebates. Wireless or Wi-Fi communicating thermostats allow for remote set point adjustment and control via remote application and require an outdoor air temperature algorithm in the control logic to operate heating and cooling systems. For more information or to apply for a rebate, please visit the Mass Save webpage for commercial and industrial [thermostats](#).
- **Custom project** incentives associated with the addition or optimization of control systems in labs, process or industrial systems, or for sequences outside of those on this application pursue a [custom project](#).
- **Retro-Commissioning (RCx):** If interested in identifying other energy efficiency measures in specific building systems, conduct a retro-commissioning investigation and receive incentives for implementation. <https://www.masssave.com/en/business/programs-and-services/espo>
- **Monitoring Based Commissioning (MBCx):** Optimize building systems through measures identified via an automated fault detection system. <https://www.masssave.com/-/media/Files/PDFs/Business/rebate-forms/2024-MS-ESPO-MBCx.pdf>

Terms and Conditions

1. Incentives

Subject to these Terms & Conditions, the Sponsor will pay Incentives to Customer for the installation of EEMs.

2. Definitions

- (a) "Approval Letter" means the letter issued by Sponsor stating Sponsor's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the Sponsor related to the Incentives. The Approval Letter may also be referred to as, inter alia, an Offer Letter or Pre-Approval Letter.
- (b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.
- (c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Sponsor.
- (d) "Facility" means the Customer location in Massachusetts served by the Sponsor where EEMs are to be installed.
- (e) "Incentives" means those payments made by the Sponsor to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".
- (f) "Mass Save Sponsor" or "Sponsor" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable. Mass Save Sponsor may also be referred to as "Program Administrator" or "PA".
- (g) "Minimum Requirements Document" means the document setting forth the minimum requirements that may be required by the Sponsor, which, if so required, will be submitted with Customer's application and approved by Sponsor.
- (h) "Program" means any of the energy efficiency programs offered to a C&I Customer by Sponsor.
- (i) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unil, as applicable.
- (j) "Program Materials" means the documents and information provided or made available by the Sponsor specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for Sponsor Approval

- (a) The Customer shall submit a completed application to the Sponsor or rebate processor, as required. The Customer may be required to provide the Sponsor with additional information upon request by the Sponsor. For example, Customer will, upon request by the Sponsor, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the Sponsor or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.
- (b) To be eligible for gas funded EEMs, Customer must have an active natural gas account. To be eligible for electric funded EEMs, a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.
- (c) The Sponsor reserves the right to reject or modify Customer's application. The Sponsor may also require the Customer to execute additional agreements, or provide other documentation prior to Sponsor approval. If Sponsor approves Customer's application, Sponsor will provide Customer with the Approval Letter.
- (d) The Sponsor reserves the right to approve or disapprove of any application or proposed EEMs.
- (e) Sections 3(a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to Sponsor the following: (i) completed and signed Program rebate form, (ii) original date receipts for purchase and installation of EEMs, and (iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

- (a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications, where applicable. Such verifications must be completed to Sponsor's satisfaction.
- (b) Customer agrees that Sponsor may perform monitoring and inspection of the EEMs for a three-year period following completion of the installation to determine the actual demand reduction and energy savings.

5. Installation Schedule Requirements

Where applicable, if the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or application or twelve (12) months from the date the Sponsor issues written pre-approval of the EEM project, the Sponsor may terminate any obligation to make Incentive payments.

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

- (a) The Sponsor reserves the right to adjust and/or negotiate the incentive amount. Sponsor will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.
- (b) Sponsor shall not be obligated to pay the Incentive amount until all the following conditions are met: (1) Sponsor approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate), (2) satisfactory completion of pre-installation and post-installation verifications by Sponsor, where applicable, (3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document (where applicable), Customer's application, these Terms and Conditions, and any other required documents, (4) where applicable, all applicable permits, licenses and inspections have been obtained by Customer, (5) Sponsor's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, where applicable, and (6) Sponsor's receipt of all invoices for the purchase and installation of the EEMs.
- (c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.
- (d) Sponsor reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.
- (e) Upon Sponsor's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.
- (f) Sponsor shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's compensation is based on the savings achieved, the Sponsor maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs

Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes

Program terms and materials (including these Terms & Conditions) may be changed by the Sponsor at any time without notice. The Sponsor reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

10. Publicity of Customer Participation

The Customer grants to the Sponsor the absolute and irrevocable right to use and disclose for promotional and regulatory purposes (a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and (b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

WE ARE MASS SAVE*:



11. Indemnification and Limitation of the Sponsor's Liability

To the fullest extent allowed by law, and except as the Commonwealth of Massachusetts and its agencies are precluded by Article 84 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and the Commonwealth of Massachusetts' 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 shall indemnify, defend and hold harmless Sponsor, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the Sponsor's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Sponsor and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Sponsor and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

12. No Warranties or Representations by the Sponsor

- (a) THE SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE SPONSOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SPONSOR AND THE SPONSOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY SPONSOR'S OTHER DOCUMENTS.
- (b) Review of the design and installation of EEMs by Sponsor is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Sponsor of liability with respect to the EEMs. Neither the Sponsor nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Sponsor does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Sponsor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (d) No activity by the Sponsor includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards, Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. Sponsor reserves the right to (a) deny a vendor or contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Sponsor, and assumes all risk and liability associated with the reuse and disposal thereof.

15. Energy Benefits

As applicable, other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch, (iii) alternative energy credits, and (iv) renewable energy credits, the Sponsor has the unilateral rights to apply for any credits or payments resulting from the Program or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and avoided cost payments or credits, (d) demand response Program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments or credits without prior written consent from the Sponsor. Sponsor's rights under this Section are irrevocable for the life of the EEMs unless the Sponsor provides prior written consent.

16. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Sponsor is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original.

18. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Sponsor.
- (f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program.

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