



INDEPENDENT MONITORING SERVICES AGREEMENT

This INDEPENDENT MONITORING SERVICES AGREEMENT ("AGREEMENT") is made as of _____, 201__, between Ground Energy Support LLC ("GES"), a New Hampshire limited liability company, with the undersigned person, firm, or company ("CLIENT").

Client Name: _____ Phone: _____
Street: _____ Zip: _____
City/Town: _____ State: _____

Whereas GES will provide Independent Monitoring Services, pursuant to NH-Puc 2505.09 for the geothermal facility ("FACILITY") located at:

Street: _____, City/Town: _____
in the County of _____, and State of New Hampshire.

This Agreement is intended to govern the parties' respective rights and obligations with respect to such services. Accordingly, CLIENT and GES hereby agree as follows:

1. SERVICES

a. Initial Site Inspection

- i. CLIENT is responsible for installation of metering equipment prior to Initial Site Inspection. GES personnel will not adjust or modify any component of the heating system or the metering equipment.
ii. GES will conduct an Initial Site Inspection of the metering equipment at the FACILITY for accuracy and capability to measure the useful thermal energy produced pursuant to NH Puc 2500.
iii. CLIENT will provide GES access to the FACILITY to enable inspection of geothermal heating system, ground loop piping, and metering equipment. During the inspection, CLIENT agrees to operate geothermal system, as requested by GES. CLIENT agrees to provide GES with any equipment, design, or construction documents necessary to verify eligibility and compute thermal energy produced.
iv. If GES determines the metering equipment is not in compliance with Puc 2500, GES will provide CLIENT with written notification of deficiency(s). Until the deficiency(s) are corrected, GES will not be able to utilize the data from the metering equipment for reporting thermal energy production. GES reserves the right, at its sole discretion, not to approve metering equipment if the meters do not comply with Puc 2500.
v. GES will provide CLIENT with a copy of our Site Inspection Report upon GES's receipt of payment for the initial inspection (see Section 1.a.i for payment terms).

b. Measure Useful Thermal Energy Production

- i. GES will collect data from CLIENT's metering equipment and will compute useful thermal energy produced, pursuant to Puc 2506.
ii. For internet-enabled meters, CLIENT is responsible for providing and maintaining an always-on internet connection for the meter. Any useful thermal energy produced while meter is not transmitting data to GES will be forfeited. CLIENT will be notified by email Alert when internet-enabled meter is not reporting for more than one hour. CLIENT is responsible for restoring connection and resetting Alert.

- iii. For meters that need to be read manually, CLIENT will provide GES with a photograph of the meter display monthly.
- c. Quarterly Reporting to the Generation Information System (GIS)
 - i. GES will report useful thermal energy to the NEPOOL-GIS database and the CLIENT quarterly, in accordance with GIS Operating Rules.
 - ii. CLIENT is responsible for monetization of Renewable Energy Certificates (RECs), usually through an Aggregator.
 - iii. GES makes no claim or warranties regarding the monetary value of the CLIENT's RECs.

2. PAYMENT FOR SERVICES RENDERED

- a. Initial Inspection of Metering Equipment:
 - i. Systems less than 150,000 Btu/hr capacity using runtime metering option: One-time fee of **\$120**. Systems greater than 150,000 Btu/hr capacity using heat meter(s): **\$95/hour**.
 - ii. Fuel surcharge of **\$25** for FACILITIES located in Sullivan, Grafton, Cheshire, and Coos counties.
- b. Subsequent site inspections, if necessary: **\$95/hour**.
- c. Quarterly Reporting:
 - i. CLIENT will pay GES an annual fee of **\$60** for Quarterly Reporting to GIS. Payment can be made in full by check or quarterly using online billing system. Quarterly Reporting fee is in addition to any other charges that CLIENT may incur related to other monitoring or consulting services.
 - ii. Quarterly Reporting will be suspended for Accounts that are more than 30 days past due. A late fee of \$10/month will be charged to Past Due accounts.

3. CANCELLATION

- a. Accounts that are past due for more than 90 days will be cancelled and CLIENT will be notified in writing.
- b. CLIENTS may cancel services at any time by notifying GES in writing. Quarterly Reporting will cease when services are cancelled. No records will be returned to CLIENT.
- c. GES will implement quality control measures based on reported usage of heat producing equipment to insure accuracy of Useful Thermal Energy measurements. GES reserves the right to cancel AGREEMENT if GES determines, at its sole discretion, that measurements of Useful Thermal Energy do not pass quality control measures. CLIENT will be notified by email thirty (30) days prior to cancellation of AGREEMENT.
- d. CLIENT acknowledges and agrees that GES may stop providing Independent Monitoring Services, at any time and at GES's sole discretion, without prior notice. CLIENT will be notified by email if services are cancelled.

4. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of New Hampshire and any applicable Federal law.

5. SIGNATURES

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed Name of CLIENT or agent)

(Printed Name of GES agent)

(Signature of CLIENT or agent) (Date)

(Signature of GES agent) (Date)