

## License Agreement

This License Agreement ("Agreement") is a contract between PA Consulting Group, Inc. ("PA"), ISO New England Inc. ("ISO-NE"), and the person or legal entity (sometimes referred to as "you" or "your" in this Agreement) requesting Certifications created by PA (the "Certifications").

Read this Agreement carefully before requesting the Certifications. By requesting the Certifications, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, you will not receive the Certifications.

### Terms and Conditions

1. The extent of your rights to the Certifications consists of the following: you may obtain the Certifications for your information purposes only and you may not use the Certifications for any other purpose. You may store the Certifications on and view them from one computer only. As the requestor, I am an employee of a Market Participant.
2. You acknowledge that the Certifications may contain disclaimers and that your use of said Certifications will be consistent with those disclaimers.
3. You may not copy or adapt, or transfer the Certifications to any third party. You may not post the Certifications on a website, including intranet sites.
4. If any part of the Certifications that you obtain is marked confidential, you agree to protect the confidentiality of that document.
5. **PA AND ISO-NE ARE PROVIDING THE CERTIFICATIONS AS-IS, AND YOU ACCEPT THE RISK AS TO THEIR SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND USE. PA AND ISO-NE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**
6. You agree to defend, indemnify, and hold PA and ISO-NE and their officers, directors, employees, successors and assigns harmless from and against any and all liabilities, damages, costs, claims, expenses, settlements or other losses (including reasonable attorneys' fees and the expenses of other professionals) as incurred, arising from your use of the Certifications and/or a breach of this License Agreement.
7. You agree that, to the extent permitted by applicable law: (i) the total, aggregate liability of each of ISO-NE and PA arising from or related to this License Agreement, for any and all reasons (including negligence, strict liability, breach of contract, misrepresentation, or other contract or tort claims), will not exceed \$100; and (ii) PA, ISO-NE and their licensors will not be liable for consequential, special, incidental, punitive, indirect, or reliance damages, even if advised of the possibility of such damages.
8. The laws of the State of New York will govern this License Agreement, without giving effect to any conflicts of law or other principles that would result in the application of the laws of a different jurisdiction.
9. If any provision of this License Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforced to the maximum extent permissible under law; the remainder of this License Agreement shall remain in full force and effect.

**Fax the signed License Agreement to Charlene Stoyak at 413-540-4298.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant: \_\_\_\_\_