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Terms of Use

The terms and conditions of this Agreement shall govern Your use of [REDACTED] application for providing customized market information and risk management tools referred to as [REDACTED] and any data made available through or generated by the [REDACTED] including actual transactions and market quotations for various markets (collectively, the "Data"). [REDACTED] and You may each be referred to herein as a "Party", and may together be referred to herein as the "Parties".

By registering for the [REDACTED] and Data and clicking "I Agree," You agree to be legally bound by this Agreement. Please read the following terms and conditions very carefully, as You are making the representations, warranties, agreements and acknowledgments set forth herein.

If You do not agree with the terms and conditions in this Agreement and any set forth on the registration page, You are not authorized to use the [REDACTED] and Data, and You should not register to use the [REDACTED] and Data, click "I Agree" or otherwise proceed.

1. Binding Effect. This Agreement shall be legally binding and effective upon Your clicking "I Agree" and shall be in force and govern each and every access and use of the [REDACTED] and Data by You until terminated in accordance with the terms and conditions herein. [REDACTED] may, in its sole discretion, modify this Agreement. You agree to check the [REDACTED] log-in webpage for updated versions of this Agreement and hereby agree to be automatically bound by the terms of such updated or modified Agreement. Your continuing to access the [REDACTED] or Data represents Your agreement to the modified Agreement. Unless the context requires otherwise, the terms "You" and "Your" shall include you and your employer, both separately and collectively, to the extent You are using the [REDACTED] or Data on Your employer's behalf.

2. [REDACTED] is the exclusive owner of all rights, title and interest, including all patent, copyright, database, trade secret, trademark and other intellectual property rights, in the [REDACTED] and Data, including any updates or enhancements thereto, and all underlying data and financial models. You acknowledge that the [REDACTED] and Data are the valuable property and trade secrets of [REDACTED]. [REDACTED] reserves the right to, in its sole discretion, modify, disable or discontinue the [REDACTED] and Data, or any portion of either, including providing different or less functionality and data reflecting different or fewer markets.

3. Grant.

(a) [REDACTED] hereby grants to You a limited, revocable, non-assignable, non-transferable, non-exclusive license to use [REDACTED] and the Data solely for the purpose of supporting Your internal evaluation of the Data and Your internal trading operations.
(b) Your use and access to the [REDACTED] and Data are further subject to the terms and conditions of the [REDACTED] website, any agreement between [REDACTED] and your employer, if applicable, and any additional payment terms on the [REDACTED] registration page.
(c) Any rights not explicitly granted by [REDACTED] in this Agreement are reserved exclusively to [REDACTED].

4. Restrictions. You shall not:

(a) transfer, rent, lease, sell or authorize the transfer, rental, lease or sale of, or otherwise provide access on a timing-sharing, service bureau or other basis to, the [REDACTED] or the Data, or any portion of the [REDACTED] or Data, to any third party, including any other employee, subsidiary, division or affiliate of your employer, without [REDACTED] separate, prior written consent;
(b) publish or distribute in any form, to any third party, including any other employee, subsidiary, division or affiliate of your employer, the results of any research or analysis using the [REDACTED] or the Data, or any information, reports or material derived therefrom or including or reflecting the Data;
(c) reverse engineer, decompile, decrypt, modify or create any derivative works of the [REDACTED] or the Data; or
(d) use or refer to [REDACTED] or any other tradename, trademark, service mark, logo or identifier of [REDACTED] or any identifier confusingly similar thereto.

5. Term and Termination. This Agreement shall be effective upon Your registering for the [REDACTED] for an initial term of one (1) year, which term shall automatically renew for successive one (1) year terms (collectively, the "Term") upon payment by You of the annual fees due in connection with Your registration for the [REDACTED] and Data.

(a) [REDACTED] in its sole discretion, may suspend or terminate Your access, to the [REDACTED] or Data immediately, without notice.
(b) [REDACTED] may provide You with temporary access while it reviews Your registration. [REDACTED] may accept or deny Your registration and grant or deny You access to the [REDACTED] and Data in its sole discretion, and such temporary access shall not be deemed an acceptance or a waiver of [REDACTED] right to deny, suspend or terminate this Agreement or Your access to the [REDACTED] and Data.
(c) Upon termination of this Agreement or the license granted hereunder, You shall promptly return to [REDACTED] all copies of the Data and all information reports and materials including or reflecting the Data or derived therefrom as directed by [REDACTED] at Your expense, together with written certification, if requested by [REDACTED].

6. Payment and Personal Information. You agree to make the payments as set forth on the [REDACTED] registration page. You further agree to permit [REDACTED] to save the information You provide during your registration for the [REDACTED] Application, including without limitation your credit card and billing information, and to automatically charge your credit card each annual fee for your access to and use of the [REDACTED] and Data for each year this Agreement is in force and you are a subscriber to the [REDACTED]. [REDACTED] may increase such fee in its sole discretion, and will provide notice of such fee increase on the [REDACTED] website or otherwise. If You do not wish to renew this Agreement and Your right to access the [REDACTED] and Data, You must notify [REDACTED] at least forty-five (45) days prior to the end of the then current Term.

7. Username and Password. As part of Your registering for the [REDACTED], You will be assigned a unique user identifier and/or password ("User ID") for use in logging into the [REDACTED]. You agree to maintain Your User ID in confidence and not to share it with anyone or permit anyone to use it to access the [REDACTED] or Data. You are personally responsible for all accesses to and uses of the [REDACTED] and Data using Your User ID. You shall promptly notify [REDACTED] in the event You become aware that Your User ID is or may have become accessible to a third person.

8. Confidentiality

(a) As used in this Agreement, the term "Confidential Information" includes the [REDACTED], the Data and any proprietary and confidential information of [REDACTED] and its suppliers and licensors, not generally known to the public, and proprietary to [REDACTED] including any related trade secret information. You acknowledge that such Confidential Information is a valuable, special, and unique asset of [REDACTED]. You agree not to use, copy, disclose, make available or divulge the Confidential Information to any person (other than an employee of You), firm, corporation, association, or other entity for any reason or purpose whatsoever; provided, however, that the foregoing shall not apply to information which is or becomes generally available to the public not as a result of a breach of any provision in this Agreement by You, must be disclosed pursuant to governmental regulations or as required by law, or is disclosed to

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Granite State Electric Company d/b/a National Grid

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You by a third party having the right to disclose such information.

the provisions of this Section 8 shall survive the termination or expiration of this Agreement.

9. Your Representations and Warranties You represent, and warrant and covenant that

- (a) You have the authority to enter into this Agreement;
- (b) Your use of the [REDACTED] and Data has and will comply with all applicable laws, rules and regulations; and
- (c) You are not engaged in a business that is competitive to [REDACTED].

10. Disclaimer of Warranties. [REDACTED] MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OR ACCURACY OF [REDACTED] OR THE DATA, WHICH IS PROVIDED HEREUNDER ON AN "AS-IS" BASIS. [REDACTED] EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO [REDACTED] AND THE DATA, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. [REDACTED] DOES NOT WARRANT THAT [REDACTED] APPLICATION OR THE DATA WILL MEET YOUR REQUIREMENTS OR THAT [REDACTED] WILL BE FREE FROM ERRORS OR FUNCTION WITHOUT INTERRUPTION.

11. Limitation of Damages. NEITHER [REDACTED] NOR ANY OF ITS THIRD PARTY PROVIDERS OR LICENSORS SHALL IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES FOR ANY ALLEGED BREACH OF WARRANTY OR ACTION BROUGHT IN TORT OR STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR TO THE PERFORMANCE, OPERATION OR ACCURACY OF THE [REDACTED] OR THE DATA, ANY DELAYS IN DELIVERY OF THE [REDACTED] OR SUPPORT THEREOF, INCLUDING ANY TRADING LOSSES, FOREGONE GAINS, PROFITS OR FAILURE TO SUCCESSFULLY IMPLEMENT ANY INVESTMENT STRATEGY. IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE AMOUNT OF ANY DAMAGES PAYABLE BY [REDACTED] SHALL BE LIMITED IN ALL CASES TO THE FEES PAID BY YOU TO [REDACTED] FOR THE [REDACTED] IN THE PRIOR TWELVE MONTHS PRECEDING THE DAMAGE INCURRED BY YOU.

12. Indemnification You agree to indemnify, defend and hold [REDACTED] harmless from and against any demands, claims or suits by any third party (other than claims that use of the [REDACTED] as provided by [REDACTED] infringes upon the proprietary rights of such third party) arising out of or related to Your use of, or inability to use, the [REDACTED] or Data, or any portion of either, including [REDACTED] suspension or termination of Your access to, or modification of the [REDACTED] or Data.

13. Assignment. You may not assign Your rights hereunder without the prior written consent of [REDACTED]; however, this Agreement and any rights hereunder shall be freely assignable by [REDACTED]. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

14. Notices. Any notice required or permitted to be given with respect to this Agreement shall be deemed given when delivered to You at the email or mailing address provided by You in connection with Your registration for the [REDACTED] and, with respect to [REDACTED] [REDACTED]. Either Party may change its address for notices or copies of notice by giving five (5) business days prior written notice to the other Party in accordance with the provisions of this Section.

15. Governing Jurisdiction and Venue.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of laws principles.

(b) Any claim or action related to this Agreement shall be brought exclusively in the state or federal courts in the Southern District of the State of New York and the Parties hereto consent to the exclusive jurisdiction of such courts and hereby waive any argument that such forum is not convenient to either Party.

16. Amendment. Other than as provided for in Section 1, above, this Agreement may be amended or modified only by a written modification signed by the Parties hereto.

17. Waiver of Breach. Any waiver by [REDACTED] or You of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any further or subsequent breach of any provision of this Agreement.

18. Material Breach. Failure to comply with any provision of this Agreement shall be considered a material breach of this Agreement.

19. Unenforceability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

20. Entire Agreement. This Agreement and the terms and conditions of the [REDACTED] website, any agreement between [REDACTED] and your employer, if applicable, and any additional payment terms on the [REDACTED] registration page set forth the entire agreement of the Parties concerning the subject matter hereto and supersedes and replaces any and all other agreements or understandings, written or oral, between the Parties concerning the subject matter hereof, including without limitation any letters of intent or letters of understanding. In the event of any conflict between this Agreement and either the terms and conditions of the [REDACTED] website, any agreement between [REDACTED] and your employer, if applicable, and any additional payment terms on the [REDACTED] registration page, this Agreement shall control.

21. Remedies Cumulative. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which a Party would otherwise have.

22. Heading Disclaimer. The headings or captions used in this Agreement are for reference purposes only and are not intended to be used or relied upon in interpreting or enforcing this Agreement.

23. Survivability. The provisions of Sections 1, 2, 4, 7-11, 12(b), 15, 17, and 19-22 shall survive expiration or termination of this Agreement.

Meyer, Christopher (Marketing)

From: [REDACTED]
Sent: Wednesday, June 01, 2011 5:36 PM
To: Meyer, Christopher (Marketing)
Subject: [REDACTED] Emissions/REC Recap: 6/1/2011

Attachments: Emissions_REC_Recap-2011-06-01.pdf



Emissions_REC_Recap-2011-06-01...

[REDACTED]

***** ATTENTION: THE DATA AND INFORMATION PROVIDED IN THE ATTACHMENT OR IN THIS COMMUNICATION AND SUCH SIMILAR DATA AND INFORMATION PROVIDED IN A FUTURE ATTACHMENT OR COMMUNICATION (THE "DATA") IS SUBJECT TO YOUR AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS ("TERMS") SET FORTH BELOW. OPENING THE ATTACHMENT OR YOUR USE OF THE DATA IN ANY WAY NOW OR IN THE FUTURE SHALL BE DEEMED ACCEPTANCE BY YOU OF THE TERMS WITH RESPECT TO ALL SUCH DATA. IF YOU ARE UNWILLING TO ACCEPT THE TERMS, YOU ARE PROHIBITED FROM USING THE DATA IN ANY WAY. *****

TERMS AND CONDITIONS The accompanying data, information and/or analysis (the "Information") is strictly confidential, belongs to, and is the intellectual property of, [REDACTED] and/or its respective licensors. The Information is intended solely for the use of the person to whom it has been supplied by [REDACTED] and solely for the recipients' internal purposes. Unauthorized disclosure, resale, copying or distribution of the Information is strictly prohibited and the recipient of the Information shall not redistribute or disclose any part of the Information in any form to any third party without [REDACTED] prior written consent.

The Information is not intended to be relied upon as authoritative or taken in substitution for the exercise of judgement. The Information is not, and should not be construed as, an offer, bid or solicitation in relation to any financial instrument. The Information is obtained from sources believed to be reliable and may also be based on opinions, estimates, projections and extrapolations constituting [REDACTED] judgement as at the time of its preparation and/or date of sending (which shall be subject to change without prior notice). However, [REDACTED] cannot guarantee, and expressly disclaims any liability for, and makes no representations or warranties, whether express or implied, as to the Information's currency, accuracy, timeliness, completeness or fitness for any particular purpose. [REDACTED] can accept no liability whatsoever for any loss (including, but not limited to any direct, indirect or consequential loss, whether or not such loss is foreseeable and whether or not [REDACTED] has been appraised of the use to which the Information will be put) howsoever arising from the Information's use, the timeliness of its delivery or its failure to be delivered at all. References in these Terms to [REDACTED] are references to [REDACTED] and/or its relevant subsidiary or subsidiaries. Certain companies within the [REDACTED] are authorized and regulated by the FSA, NASD and/or other regulatory bodies. Please visit [REDACTED] for further information. Copyright [REDACTED] 2004

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