

[Subscription manager users must accept these protections.]

EXAMPLE ONLY—Energy Connector Subscription Manager Agreement

This software use agreement (the “Agreement”) states the requirements for participation in the Energy Connector (“Connector”) program for the executing Subscriber Organization (“Organization”). Access, management, and operation of the Connector is provided by the Alliance for Sustainable Energy, LLC (“Alliance”) as the managing and operating contractor of the National Renewable Energy Laboratory (“NREL”) on behalf of the U.S. Department of Energy (“DOE”) under Prime Contract No. DE-AC36-08GO28308.

This Agreement is effective upon execution and effective through [DATE]. The Agreement will need to be signed on an annual basis. This Agreement is relevant for all community solar projects approved for the Connector in the state of [STATE NAME] (the “State”).

The requirements set forth in this Agreement may describe interactions between the Organization and the agency administering the State community solar program (“Agency”) or the income-verified persons who have consented to have their information shared on the Connector (the “Participants”).

Bolded text below indicates provisions that go beyond state-level community solar program requirements.

I declare that:

1. I am the owner (for sole proprietorship), partner (for partnership), or the authorized agent (for corporation, LLC, or non-profit) of the Organization and that the commitments made through this Agreement will be upheld by all actors representing my Organization.
2. The information provided on this form is true and correct to the best of my knowledge.
3. I agree that I and my Organization will abide by the Terms and Conditions for the Connector software which have been provided to me separately upon creation of my account. If any representative of my organization does not meet any of the requirements below, my organization's account may be suspended from the Connector or face permanent suspension.

On behalf of my Organization, I agree with the following state-specific requirements:

4. I agree to maintain any required registration and/or trainings to do business in the State.

EXAMPLE ONLY – NOT FOR DISTRIBUTION

5. I agree to comply with all consumer protection laws and program requirements published by the State or Agency and acknowledge that a failure to do so may jeopardize the Organization's ability to participate in the program and may result in removal from the Connector.
6. I agree that all personally identifiable information will be protected and will not be sold or shared with other parties or used outside of the Connector for any purpose other than enrollment in the State community solar program.
7. I agree to provide upon request updated information to the Agency on any complaints, lawsuits, legal or regulatory action, bankruptcy, and any other material adverse changes in business condition that are directly related to the Connector as soon as practicable.
8. I agree to provide upon request samples of Participant-facing marketing materials, contracts, or content used by our Organization, subcontractors, affiliates, or designees to the Agency.
9. If any future requirements are implemented by the State or Agency that I am unable to comply with, I agree to immediately request an exemption or to withdraw my Agreement to use the Connector in the approved States.
10. I will inform Participants of the State's relevant complaint mechanism and how to access it, and that they may pursue it if any promised bill credit discount rate or other benefit is not realized and/or if other consumer protections are not met.
11. I agree to pay any flat fees or fees per Participant as required by the State to use the Connector, and acknowledge that fees may vary from state to state and are subject to change depending on market conditions and the state financial support for the community solar program.

On behalf of my Organization, I agree with the following requirements:

1. I agree that my Organization will not add projects and their available capacity to the Connector until projects have received a signed interconnection agreement, site control, and non-ministerial permits.
2. I agree to provide an estimated subscription size for each project with a conservative estimate to help predict the number of available subscriptions. Available subscriptions will be adjusted in the backend of the Connector as actual subscribers are acquired.
3. I agree to update project information consistently in the Connector, per State specifications, including: the anticipated project operation date, the status of interested Participants to track successful enrollments, declines, and

cancellations, and the current available subscription capacity of the project in order to accurately inform prospective Participant interactions.

4. I will ensure that all Participants contacted through the Connector are treated with respect, courtesy, and professionalism and will not be treated adversely due to their income-verified status.
5. I agree that marketing materials must be presented in the language that the Participant is contracted in, and it is our responsibility to produce those translated materials. If I am unable to provide translated materials, I will terminate the solicitation immediately. I agree to explore multiple pathways to enrollment for Participants either by mail, phone, online, or in person.
6. I agree that all subscriptions for community solar projects presented to Participants through the Connector will be adequately sized to maximize the financial benefit to the customer, while maintaining compliance with program rules and optimization with other energy assistance the Participant may be receiving.
7. I agree that all contracts presented to Participants will provide for a bill credit discount rate of at least 20% for the lifetime of the project.
8. The bill credit discount rate is defined as difference between the financial benefit (utility bill credits, reduction in electricity rate, or other monetary benefits accrued on the utility bill) and the cost of participating in the community solar program (including subscription payments and any other fees and charges) expressed as a percentage of the financial benefit distributed to the Participant.
9. I agree that any contract presented to Participants will include no upfront costs or down payment, and no termination/exit fees, late fees, or other penalties.
10. I agree to include in the contract a clear exit clause which explains how long it may take to exit the subscription contract and when any final subscription fees will be charged.
11. I agree that any contract and related documents presented to Participants will be available for review electronically or in paper format prior to being executed.
12. I agree that my organization utilizes platforms, software, and/or services that are SOC 2 Type II compliant.
13. I agree to track and report data through survey received through the Connector on an annual basis. I agree to complete the survey to maintain access to the Connector and to provide anonymized information through the survey for evaluation purposes, including but not limited to rates of Participant enrollment and turnover, average cost of customer acquisition, achieved bill savings, and complaints received, verified, and resolved.

14. I agree that if there is a change in my organization's staff who have accounts and permissions on the Connector, I will update staff contact information and users on the Connector in a timely manner.
15. I agree that any registration, project submittal, and project performance data and information may be shared between the State, the Agency for the state program, DOE, and the Alliance. To the extent these submittals contain information I deem confidential, proprietary, or privileged information that could cause competitive harm if disclosed to a third party or made publicly available, I will designate relevant information as such when provided through the Connector.

Additional Guidance:

I also agree to make a good faith effort to act upon program feedback, strive for continuous improvement, and adopt best practices promoted by DOE and the industry including, but not limited to:

- **Marketing & contracting processes:** Subscriber management organizations should use a thoughtful approach to marketing and contracting efforts for Participants of the Connector including tailored education, accessibility of materials and contracts, and standard disclosure forms. Such efforts may leverage existing examples from other state programs, or forthcoming industry standards from the SEIA ANSI Standards Development Process, especially standard SEIA 401: Solar and Energy Storage Consumer Protection Standard.

I attest that the statements above are true and correct to the best of my knowledge. I agree to reaffirm these commitments on an annual basis to continue my access to the Connector.