



Green-e® Direct Program Agreement for Renewable Energy

This Green-e® Direct Program Agreement (“**Agreement**”) is made and entered into by and between the Center for Resource Solutions, a California nonprofit corporation (“**Center**”), and [REDACTED], a [REDACTED] (“**Participant**”), as of [REDACTED], 20 [REDACTED] (“**Effective Date**”). In consideration of the mutual covenants and conditions contained in this Agreement and the documents incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound by this Agreement.

This Agreement includes the following Appendices, available at http://www.green-e.org/getcert_re_direct.shtml:

- Appendix A: Green-e® Direct Program Requirements
- Appendix B: Certification Fee Structure for Green-e Climate and Green-e Energy
- Appendix C: Green-e® Energy National Standard

Initially capitalized terms used but not defined below have the meanings given in the Green-e Glossary available at http://green-e.org/learn_glossary.shtml.

- In the US, Canada and parts of Mexico, Center currently administers the Green-e® Energy program under which Center provides certification services to electric utilities, power marketers, offset sellers, renewable energy certificate (“**REC**”) marketers and REC brokers wishing to readily and publicly identify their products as meeting certain environmental criteria.
- Center also currently administers the Green-e® Direct program under which Center provides certification services to participants generating or purchasing renewable energy (renewable electricity or REC products) (such products, collectively, “**Energy Products**”) that meet Center’s environmental criteria. The Direct program may also be applicable to carbon offset purchases. Participants interested in the carbon offset option for the Direct program must sign a separate contract as such purchases are not covered herein.
- Participant is a self-generator or purchaser of Energy Products and wishes to participate in Center’s Green-e® Direct program and obtain the right to represent that such Energy Products meet Center’s certification requirements all subject to the terms and conditions set forth in this Agreement.

1. Verification Process for Energy Products

1.1 Energy Products. Participant purchases or generates Energy Products that have been or will be (a) generated from renewable energy projects owned or controlled by Participant or (b) purchased directly from a renewable energy generation facility, or in very limited cases, other electricity service provider, in each case solely for Participant’s own use as an end use customer. Participant does not and will not market the Energy Products for sale or otherwise sell, commercialize, transfer or deliver the Energy Products. Participant will ensure that all Energy Products are ultimately retained by Participant for Participant’s own use as an end use customer (i.e., retired by Participant or passed on to facilities owned or controlled by Participant for Participant’s benefit).

1.2 Cooperation with the Verification Process. Except for any Energy Products that are Green-e® certified at the time they are purchased by or on behalf of Participant, Participant will ensure that all Energy Products meet Center’s certification requirements and verification processes set forth in this Agreement. Participant will cooperate with Center to verify Participant’s compliance with Center’s verification and compliance procedures and other terms of this Agreement and to prevent double counting

and double claiming. Participant will make all disclosures required by Center's verification and compliance procedures (including, but not limited to those set forth in Appendix A such as submitting information through the online verification tool made available by Center and responding to correspondence provided by Center). In addition, Participant will cooperate by: (a) promptly responding to Center's reasonable requests, (b) submitting requested books and records related to the purchase or generation of Energy Products; (c) providing the Center access to Participant's marketing materials or press releases issued during the preceding verification period, if such marketing materials or press releases include specific statements regarding the Center or use the Word Mark (defined in Section 2.1); and (d) remedying any identified noncompliance or improper use of the Word Mark. As part of the verification process, Participant will, at Participant's expense, engage an independent auditor or approved certified internal auditor to inspect the books and records of Participant relating to the purchase or generation of certified Energy, solely to the extent necessary to verify Participant's compliance with Center's verification and compliance procedures and other terms of this Agreement and to prevent double counting and double claiming. Participant will provide the auditor with (or access to) all information, data and other documentation as Center may reasonably request in connection with such inspection. This Section 1.2 will apply during the term of this Agreement and for three (3) years after termination or expiration of this Agreement.

2. Green-e Word Mark

2.1 Definition. "Green-e word mark" or "Word Mark" means the certification mark registered and owned by Center, consisting of the words "GREEN-E." The Word Mark represents that a renewable energy product or REC option meets the standards established by Center for renewable energy use in the United States, Canada and Mexico. Only participants in Center's Green-e® programs may use the Word Mark in association with the certified product or to indicate certification of the certified product.

2.2 License. Subject to and conditioned on Participant's compliance with this Agreement, Center hereby grants Participant a nonexclusive, worldwide, non-transferable, personal, limited license (without the right to sublicense) to use and display the Word Mark during the term of this Agreement in connection with purchases of Energy Products meeting the requirements set forth in this Agreement and Participant's promotional and advertising materials, in each case solely to certify that Participant's generated or purchased Energy Products meet the standards established by Center for renewable energy use in the United States, Canada and Mexico. To be clear, the foregoing license applies only to the particular Energy Products that meet the requirements set forth in this Agreement and is expressly conditioned on Participant's ongoing compliance with Center's certification requirements and verification processes set forth in this Agreement. Center provides no (and Participant will have no) license or other rights under this Agreement with respect to the Green-e logo registered and owned by Center consisting of the graphic design mark "circle e" and the words "Green-e."

2.3 Word Mark Use Guidelines. Participant will include an appropriate trademark indicator ("®") in connection with Participant's use of the Word Mark. Participant will comply with Center's then-current use guidelines, as may be updated from time to time. Participant will use and display the Word Mark in compliance with such guidelines and this Agreement.

2.4 Limitations. Participant will not use or display (or authorize others to use or display) the Word Mark in any manner whatsoever other than as expressly set forth in this Agreement. Participant agrees that all use of the Word Mark, and all goodwill arising out of such use, will inure to the benefit of Center. Participant will not adopt, use or apply for registration of the Word Mark (or any trademark confusingly similar to the Word Mark) anywhere in the world, and Center will retain the exclusive right to apply for and obtain registrations for the Word Mark and any of its other trademarks throughout the world. Participant will not engage, participate or otherwise become involved in any activity or course of action either independently or with others that diminishes or tarnishes the image or reputation of the Word Mark or otherwise derogates Center's rights in the Word Mark. Participant may use the Word Mark to indicate that Energy Products are certified by Center in accordance with this Agreement, but will not use the Word Mark in any way as an endorsement or sponsorship of any product by Center. Center's certification will not constitute representations or warranties of Center or give rise to any right of reliance for the benefit of Participant or any third party.

2.5 Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Center. Participant acknowledges that it has not acquired, and will not acquire, any right, title or interest in or to the Word Mark, except the limited right to use the Word Mark as expressly set forth in this Agreement. Participant acknowledges that Center is the owner of all right, title and interest in and to the Word Mark, and will not challenge the validity of the Word Mark, Center's ownership of the Word Mark, or the enforceability of Center's rights in the Word Mark during the term of this Agreement.

3. Other Matters

3.1 Acknowledgement of Program Participation. Participant agrees that Center may, in connection with documentation, advertising, press releases, newsletters, reports and other publications, www.green-e.org and other websites affiliated with Center, and any other materials, correspondence or other forms of communication by or on behalf of Center to any third party: (a) identify Participant as a participant in the Green-e® Direct Program, a user of Green-e® Energy certified renewables; and (b) identify or list Participant's purchases or generations of Energy Products as compliant with Center's certification standards. With written permission from Participant, Center may, in connection with advertising and other marketing materials, list the amount of Energy Products Participant has generated or purchased, and identify Participant's facility location and information.

3.2 Changes to Program Documentation

3.2.1 Changes to the Standards. Center will continue to monitor the renewable energy marketplace in the US, Canada and parts of Mexico to define the Green-e® Energy National Standard ("**Standard**") set forth in Appendix C. If Center wishes to make any material changes to the Standard (for example, changes to product specifications and the definition of eligible sources of supply), Center will use reasonable efforts to seek feedback, comments and input from Participant and other stakeholders before making any such changes. If Center makes any material changes to the Standard, Center will use reasonable efforts to provide Participant with a revised version of the Standard by any reasonable means (including by emailing the revised version to Participant) at least thirty (30) days prior to the effective date of the material changes. If Participant objects to the revised version set forth by the Center, Participant may terminate this Agreement by written notice to Center. If Participant does not notify Center of Participant's objection (and termination) within thirty (30) days after Center first provided notice of the revised version, Participant's use or display of the Word Mark or payment of fees due under this Agreement after the effective date of such revised version will be deemed Participant's acceptance of the revised version; however, changes to the Standard will not apply to any dispute between the parties based on a claim filed before the effective date of the changes. Notwithstanding the foregoing, if Center reasonably believes that changes to the Standard are necessary for Center or Participant to comply with any applicable laws, regulations, orders, or standards of any government authority, to prevent double counting or double claiming, or to ensure effective disclosure to customers, Center may make such changes to the Standard immediately by providing Participant with the revised version by any reasonable means (including by emailing the revised version to Participant or posting the revised version on www.green-e.org or other website designated by Center), and such changes will apply to Participant thereafter unless Participant provides Center written notice of Participant's objection to the revised version and termination of this Agreement; however, such changes will not apply to any dispute between the parties based on a claim filed before the effective date of the changes.

3.2.2 Changes to Other Agreement Documents. For any part of this Agreement (including any document incorporated in this Agreement) other than the Standard (such other document, "**Other Document**"), Center may update, modify and amend the Other Document at any time: (a) by providing Participant with the revised version by any reasonable means (including by emailing the revised version to Participant or posting the revised version on www.green-e.org or other website designated by Center); and (b) immediately without notice in the event such revision is necessary for Center or Participant to comply with any applicable laws, regulations, orders, or standards of any government authority, to prevent double counting or double claiming. If Participant objects to the revised version set forth by the Center, Participant may terminate this Agreement by written notice to Center. Participant's use or display of the Word Mark or payment of fees due under this Agreement after the effective date of such revised version will be deemed Participant's acceptance of the revised version; however, changes to

the Other Document will not apply to any dispute between the parties based on a claim filed before the effective date of the changes.

3.3 Center's Other Certification Programs. Center offers other certification programs related to renewable energy use that allow use of the Green-e® Logo. Sellers, generators or purchasers of Green-e Certified Products may be eligible to participate in these other certification programs offered by Center. Please contact Center for information about the Green-e Marketplace program for more information about how to obtain approval to use the Green-e Logo. Participant has no authority to grant to any third party any right to use, display or otherwise make use of the Word Mark.

4. Confidentiality

4.1 Definition. "Confidential Information" means, with respect to a disclosing party, all information and material disclosed by such disclosing party to the receiving party (in whatever form) that is marked or described as, or provided under circumstances reasonably indicating it is, confidential or proprietary. Center's Confidential Information includes all information relating to Center's verification and compliance procedures and the terms of this Agreement.

4.2 Obligations. Except as permitted under this Agreement, each party agrees that: (a) it will not disclose to any third party any Confidential Information of the other party; (b) it will not use any Confidential Information of the other party except in connection with exercising or enforcing its rights and performing its obligations under this Agreement; and (c) it will maintain the confidentiality of the other party's Confidential Information in its possession or under its control using a degree of care comparable to that which it uses to protect its own similar confidential information.

4.3 Exclusions. The restrictions on disclosure and use in Section 4.2 will not apply to information or material that (a) is now, or becomes, through no act or failure to act on the part of the receiving party, generally known or publicly available; (b) is or was known by the receiving party at or before the time such information or material was received from the disclosing party; or (c) is furnished to the receiving party by a third party that is not under an obligation of confidentiality with respect to such information or material. Further, Participant may disclose Center's Confidential Information and Center may disclose Participant's Confidential Information, as the case may be, with the other party's prior written approval or to the extent required by law or ordered by a court of competent jurisdiction.

5. Payments

5.1 Fees. Participant will pay to Center the following fees, as described in Appendix B and as invoiced to Participant from time to time. Further, if Participant fails to timely submit completed Energy Product verification materials, Participant will be subject to late fees as described in Appendix B. Participant will pay all fees within thirty (30) days after delivery of invoice. All fees are non-refundable. As between Center and Participant, Participant will be responsible for any charges or fees incurred by Participant or Center in connection with Participant's payment obligations under this Agreement (for example, administration fees or set-up fees imposed by third party electronic payment systems).

5.2 Taxes. Participant will pay all sales, use, personal property and other taxes resulting from this Agreement or any activities under this Agreement.

6. Representations and Warranties

6.1 By Center. Center represents and warrants that it has all rights and full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

6.2 By Participant. Participant represents and warrants that: (a) it has all rights and full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) the disclosures and other information provided by Participant under this Agreement are complete, correct and accurate; and (c) Participant's use of the Word Mark is and will be performed in accordance with this Agreement and all applicable law.

6.3 Disclaimer. Center makes no representations or warranties regarding direct or indirect financial or other benefits to Participant regarding Participant's use or display of the Word Mark. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, CENTER HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE REGARDING MERCHANTABILITY,

FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Without limiting the generality of the foregoing, Participant acknowledges and agrees that the Green-e® Energy National Standard established by Center related to the Word Mark is developed solely based on renewable energy use in the United States, Canada and parts of Mexico, and Center does not currently develop or maintain standards for renewable energy use outside of those regions.

7. Indemnification; Limitation of Liability

7.1 By Center. Center will defend, indemnify and hold harmless Participant and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any and all third party claims, actions (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities), and causes of action, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys' fees) related to or resulting from any of the foregoing, to the extent arising out of or related to: (a) any breach, or a claim that if true would be a breach, by Center of any of its obligations, covenants, representations or warranties contained in this Agreement; (b) the negligence or willful misconduct of Center; or (c) any violation of or failure to comply with any law applicable to Center; except for, in each case, those claims, actions, and causes of action for which Participant is required to indemnify Center pursuant to Section 7.2. Following notice of a material, bona fide claim or threat of a claim of infringement of any United States trademark in connection with the Word Mark, Center may, at its option: (i) procure for Participant the right to continue using the Word Mark; (ii) replace or modify the Word Mark to make it non-infringing; or (iii) terminate this Agreement.

7.2 By Participant. Participant will defend, indemnify and hold harmless Center and its affiliates, and their respective directors, officers, employees, agents, representatives, successors and assigns, from and against any and all third party claims, actions (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities), and causes of action, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys' fees) related to or resulting from any of the foregoing, to the extent arising out of or related to: (a) any breach, or a claim that if true would be a breach, by Participant of any of its obligations, covenants, representations or warranties contained in this Agreement; (b) any use by Participant of the Word Mark other than as expressly permitted under this Agreement; (c) Purchaser's purchase or generation of Energy Products; (d) the negligence or willful misconduct of Participant; or (e) any violation of or failure to comply with any law applicable to Participant.

7.3 Indemnification Process. The party seeking indemnification under this Agreement ("**Indemnified Party**") will promptly give written notice to the other party ("**Indemnifying Party**") of any claim or the commencement of any action as to which indemnity is sought, but any failure to provide such notice will not relieve any party of its obligation to indemnify except to the extent such party is materially prejudiced by such delay. The Indemnifying Party may assume the defense of the claim or action and take all steps reasonably necessary at its expense to defend or settle such claim or action, but if it fails to do so the Indemnified Party may undertake such defense and steps reserving all rights against the Indemnifying Party. The Indemnified Party will cooperate with the Indemnifying Party and may participate and appear with the Indemnifying Party in the claim or action at its own expense with legal counsel of its own choosing. Notwithstanding the foregoing, the Indemnifying Party will not consent to any judgment or settlement of any claim or action subject to indemnification by the Indemnifying Party under this Agreement without the prior written approval of the Indemnified Party.

7.4 Limitation of Liability. IN NO EVENT WILL CENTER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES HOWEVER CAUSED ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH. CENTER'S TOTAL CUMULATIVE LIABILITY TO PARTICIPANT FOR ALL CLAIMS, INCLUDING FOR DIRECT DAMAGES AND ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT OR BY STATUTE OR OTHER REASON, WILL NOT EXCEED THE GREATER OF \$4,500

AND THE AMOUNT OF ANNUAL FEES PAID BY PARTICIPANT TO CENTER DURING THE YEAR(S) IN WHICH THE CLAIM(S) GIVING RISE TO THE LIABILITY AROSE.

8. Term; Termination

8.1 Term. This Agreement will be effective upon the Effective Date and will continue until the third anniversary of the end of the calendar year of the Effective Date, unless terminated earlier as provided in this Section 8. The term of this Agreement may be extended for subsequent renewal terms of one (1) year each by Participant's payment of fees invoiced by Center and Center's acceptance of such payment. In addition, Participant may extend the term of this Agreement by notifying Center at least thirty (30) days prior to expiration of the then-current term, in which case the parties will cooperate to amend this Agreement to extend its term.

8.2 Termination for Convenience. Participant may terminate this Agreement for convenience by providing Center thirty (30) days' written notice.

8.3 Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party: (a) breaches any material term or condition of this Agreement and fails to correct such breach within thirty (30) days (or fifteen (15) days in the case of Participant's breach of Section 1.2) following written notice specifying such breach; or (b) applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets (or such a receiver, trustee or liquidator is appointed for the other party), has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days, files a voluntary petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors.

8.4 Effect of Termination. Any and all rights and licenses to the Word Mark granted to Participant under this Agreement and other rights and benefits of Participant contemplated by this Agreement (including Participant's participation in the Green-e® Direct Program with respect to Energy Products) will terminate automatically upon any expiration or termination of this Agreement and Participant will promptly cease all display and use of the Word Mark, except that (unless this Agreement is terminated for Participant's breach) **Survival.** The following sections will survive any expiration or termination of this Agreement: 1.2, 2.3, 2.4, 2.5, 3.1, 3.3, 4, 6.3, 7, 8.4, 8.4, 9, and 10.

9. Enforcement and Censure

9.1 Suspension. Participant acknowledges and agrees that Center must be able to institute quality control over the products that Participant claims meet the standards established by Center and represented by the Word Mark. If Center reasonably believes that Participant is in breach of any material term or condition of this Agreement related to any Energy Product ("**Suspect Product**") or otherwise using the Word Mark other than as expressly permitted under this Agreement, failing to comply with verification, marketing, or disclosure requirements of this Agreement, or using deceptive or unethical marketing or advertising practices for the Suspect Product, Center may immediately suspend Participant's right to use the Word Mark and Participant's participation in the Green-e® Direct Program solely with respect to the Suspect Product. During any such suspension, Participant will have no right to (and will not) use the Word Mark in connection with the Suspect Product, identify Participant as a participant in the Green-e® Direct Program or licensee of the Word Mark or Center for the Suspect Product, or identify or list Participant's purchase(s) or generation of Suspect Product as compliant with Center's certification standards. In addition, for a period of twelve (12) months following any such suspension, Participant will not be permitted to certify any new Energy Product without prior written approval of the Green-e Governance Board. After a period of twelve (12) months following any such suspension, the Green-e Governance Board may, at its sole discretion, deny certification of any new Energy Product for which Participant seeks certification. This Section 9.1 is in addition to Center's rights under Section 8.3. Participant acknowledges and agrees that Center's suspension processes provide no safe harbor against any possible action by the Federal Trade Commission, Public Utility Commission or Attorney General and other stakeholders, with respect to marketing activities or advertising communications made by Participant.

9.2 Notification. If any Suspect Product is not in compliance with Center's certification standards but has been held out as compliant, Participant will publicly communicate that the Suspect Product is noncompliant with Center's certification standards.

10. Miscellaneous

10.1 Entire Understanding. This Agreement, including all other documents incorporated by reference in this Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions and agreements, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. Except as set forth in this Agreement, this Agreement may not be modified or amended except by written agreement signed by duly authorized representatives of both parties. If there is any conflict between the main body of this Agreement and any of the Appendices, the main body of this Agreement will control.

10.2 Notices. Notices, requests, demands and other communications required or permitted under this Agreement will be deemed to have been duly given on the date of receipt, either served personally, by electronic mail (such as email), or mailed by first-class registered or certified mail, return receipt requested to the addresses set forth below. The parties may from time to time designate another person or address in a writing delivered pursuant to this Section, but Participant will at all times ensure that its contact information is current.

For Center:

Executive Director
Center for Resource Solutions
1012 Torney Ave, Second Floor
San Francisco, CA 94129
Notice@resource-solutions.org

For Participant: **[Note to Participant: Please provide your mailing address and email address below.]**

Email address: _____

10.3 Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflicts of laws provisions. Any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, and the parties irrevocably consent to the exclusive jurisdiction and venue of such courts.

10.4 Assignment. Participant will not assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, without Center's prior written consent. Any attempted assignment, transfer, delegation or disposal in violation of the foregoing will be void and will constitute a material breach of this Agreement. Center may assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, without Participant's prior written consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

10.5 Severability. If and to the extent that any court of competent jurisdiction holds any provision of this Agreement or any part of this Agreement to be illegal, invalid or unenforceable, the other provisions will remain in full force and effect and the illegal, invalid or unenforceable provision will be deemed replaced by a provision that most nearly reflects the intent of the parties in entering into this Agreement.

10.6 Relationship of the Parties; No Third Party Beneficiaries. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors and neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever. Center and Participant agree that this Agreement does not create nor will it be construed to create any rights enforceable by any entity not a party to this Agreement and at no time will

any entity be deemed to be a third-party beneficiary under this Agreement or to have any contractual relationship with either party pursuant to this Agreement. This Agreement is for the sole and exclusive benefit of the parties hereto.

10.7 Further Assurances. Each party agrees to execute and deliver (or cause the execution and delivery of) such other or additional documents and instruments, and to take such further actions, as may be reasonably requested by the other party consistent with this Agreement to evidence, enforce or otherwise effectuate the purposes and intent of this Agreement.

10.8 Waivers. The failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach of this Agreement, will not constitute a waiver by either party of any breach of this Agreement.

10.9 Force Majeure. Neither party will be liable to the other for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, terrorism, insurrection, sabotage, embargo, fire, flood, earthquake, strike, interruption of or delay in transportation, and unavailability of, interruption of or delay in telecommunications or third party services necessary for purposes of performing under this Agreement.

10.10 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) the words "include" and "including" will not be construed as terms of limitation and will therefore mean "including but not limited to" and "including without limitation" (without regard to the inclusion or non-inclusion of such phrases); (c) the sections and other headings contained in this Agreement are for reference purposes only, and will not affect in any way the meaning or interpretation of this Agreement.

10.11 Counterparts. This Agreement may be executed in several counterparts, each of which will be an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

Center for Resource Solutions

[INSERT FULL NAME OF PARTICIPANT]

By: _____
Signature

By: _____
Signature

Name: Jennifer Martin

Name: _____

Title: Executive Director

Title: _____

From time to time Green-e® would like to notify certain people in our company of opportunities and market information that may be useful to those in your company. If you would like to take advantage of this notification, please provide the contact information for the representatives you feel appropriate.

Director of Sustainability [name, email, phone] _____

Head of Energy Procurement [name, email, phone] _____

Other _____ [name, email, phone] _____