



2025 Program Manual CitySmartSM – SCORE

PREPARED BY:

CLEARResult
1300 Bond Ave.
Little Rock, AR 72202
Contact: Justin Pate
Phone: **501-221-4002**
Email: Justin.Pate@CLEARResult.com

TABLE OF CONTENTS

PROGRAM OVERVIEW	3
Program Description.....	3
Program Objectives.....	3
Program Management & Contacts.....	4
Program Roles & Responsibilities.....	4
PROGRAM ELIGIBILITY	5
Program Changes.....	5
Participant Eligibility.....	5
Trade Ally Participation and Eligibility	5
PROGRAM INCENTIVES.....	7
Measures & Incentive Levels	7
Hypothetical Wastewater Project.....	9
Incentive Basis	10
Non-Cash Benefits Offered Under the Program	11
PARTICIPATION PROCESS	12
Project Application Process	12
Incentive Reservation/Application Process.....	12
Incentive Payment Process	13
Co-Funding of Feasibility Studies.....	13
Limits on Participation.....	14
TIMELINE OF PROJECTS	16
Quality Assurance	16
Quality Control	16
ADDITIONAL NOTICES AND DISCLAIMERS.....	17
Entergy Arkansas and/or CLEAResult	17
Trade Allies	17
DEFINITIONS.....	18
FREQUENTLY ASKED QUESTIONS	20
APPENDICES.....	22
Appendix A: Participation Agreement Example	23
Appendix B: Trade Ally Agreement Example	25
Appendix C: Timeline of Projects.....	36

PROGRAM OVERVIEW

Program Description

The CitySmart - SCORE Program is offered to governments, government-owned institutions and public/private education entities that are customers of Entergy Arkansas. Designed to help facility supervisors like you who want to operate facilities more efficiently, the CitySmart - SCORE Program

outlines the technical and financial benefits of investing in energy efficiency and developing a plan to make energy efficiency improvements to your facilities. By enrolling in the program, you will be referred to as a program participant and receive technical and energy-related assistance to help you make decisions about cost-effective investments in facility energy efficiency. Under this program, you are eligible for financial incentives for completing qualifying energy efficiency projects. Additional program benefits that may be

available include energy benchmarking, creating an energy master plan, technical assistance and communications support. In general, the program does not prescribe technologies or end-uses to participants, but instead provides a framework through which you can receive incentives for implementing and installing a wide range of measures at your sites.

Program Benefits Include

Participants receive technical assistance to help identify energy efficiency opportunities.

Program Objectives

The program is designed to drive cost-effective energy efficiency in the marketplace while minimizing the impact of market barriers to your implementation of energy efficiency. Some objectives are inherent to transforming the energy efficiency market, while others are benefits that are offered to you. The CitySmart - SCORE Program is designed to:

- Overcome barriers that hinder the implementation of energy efficiency projects.
- Provide energy efficiency information and enhance awareness of energy and non-energy benefits.
- Ease budget constraints that typically rule out energy efficient technologies and associated higher “first costs.”
- Improve understanding about potential payback for installed energy efficiency projects.
- Enhance awareness of, and technical assistance for, energy-efficient technologies.
- Provide assistance to help customers address energy efficiency at all major end-uses.
- Address your needs to avoid any lost opportunities within your facility.
- Promote cost-effective energy efficiency projects that maximize the net benefit to both customers and Entergy.
- Accumulate a list of qualified vendors and installers (trade allies) participating in the program to facilitate access by participants to such resources.
- Provide adequate evaluation, measurement and verification resources to support the implementation of energy efficiency projects.
- Transform the market through training, education and the implementation of the program to make energy efficiency a primary consideration for customers.
- Identify and support the implementation of cost-effective and comprehensive energy savings projects for Entergy customers in order to meet annual energy savings goals.
- Leverage cash incentives to assist you in implementing cost-effective projects under the program.
- Develop a strategic plan for the implementation of multiple phased projects.

Program Management & Contacts

Justin Pate

Phone: **501-221-4002**

Email: justin.pate@clearResult.com

Energy Efficiency Solutions Center

Phone: **1-877-212-2420**

Program Roles & Responsibilities

Program Sponsor: Entergy Arkansas, LLC

Website: www.entergyarkansas.com/citysmart

- Provides all funding for the energy efficiency program and the program incentives.
- Manages the energy efficiency programs and oversees implementation.

Program Evaluator: Tetra Tech

- Provides oversight of program implementation to verify that savings claimed in the program are correct, valid and adequately documented.
- May perform post-retrofit on-site inspections, measurements or phone conversations to collect data for program savings verification.
- Provides updates to program calculation methodologies through annual Technical Resource Manual updates.
- Surveys program participants to determine if program implementation is meeting their needs and expectations.
- Surveys customers to determine if program outreach is adequately informing the market of the energy efficiency program opportunities.

Program Implementer: CLEARResult

Contact: Energy Efficiency Solutions Center Phone: 877-212-2420

Email: enteryarcitysmart@CLEARResult.com

- Performs outreach and education about the energy efficiency program.
- Provides energy efficiency assistance to program participants. For example, benchmarking and energy master planning services.
- Assists program participants and trade allies with program documentation.
- Performs all required on-site inspections and documentation.
- Provides calculations on energy savings potential for identified projects.
- Assists in evaluation of financial metrics for energy efficiency projects (payback, ROI, etc.).
- Processes and delivers incentive checks for successful projects

Program Participant: Entergy Arkansas Customer

To participate in the program, participants must: (Customers using a trade ally may have the trade ally complete some of the following actions on the customers' behalf.)

- Execute the participation agreement.
- Contact the program implementer to schedule a facility assessment and/or engage in benchmarking and energy master planning services.

- Submit a project application to reserve incentives for qualifying energy efficiency projects.
- Exert best efforts to approve, fund, install and report projects before the end of program year.
- Contact the program implementer when projects are completed and allow staff to perform a post- inspection.
- Provide access to program implementer staff (as well as QA/QC Evaluator staff) to facilities both before and after project completion for inspection of the baseline and post-retrofit condition as required.

Trade Ally:

To participate in the program as a trade ally, the trade ally must:

- Execute the trade ally agreement.
- Complete required trainings and adhere to program guidelines set out in this program manual.
- Provide verification of adequate insurance coverage.
- Work with program implementation staff to take advantage of program marketing materials and technical assistance.
- When developing a possible energy efficiency project, work with program implementation staff to verify customer eligibility and assist in the development of project scope for the identified energy efficiency measures for which the trade ally may be responsible.
- Share with program staff adequate project information on proposed projects to allow the calculation of energy savings and incentives for the program participant.
- Review the pre-inspection data and confirm that program implementer has included the proposed project scope correctly in that communication.
- Install eligible energy efficiency measures and submit appropriate documentation as requested by program implementer.
- Perform all work to the required standards of the program.
- Consult the CoolSaver Trade Ally Manual for trade ally details around this measure.

PROGRAM ELIGIBILITY

Program Changes

The following are new measure offerings within the CitySmart-SCORE Program:

- Core Continuous Energy Improvement (Core CEI) - Core CEI focuses on small to medium size customers to help them operate equipment they already have more efficiently by implementing no and low cost energy projects. Core CEI provides energy efficiency strategies, consulting advice and technical expertise at no additional cost to customers. This changes the way people use energy within your facility, which leads to quantifiable savings and fosters a culture of energy awareness.
- Mission Based Offering - Many nonprofits and businesses lack the extra funds needed to invest in energy efficiency programs. To address this challenge, Entergy Arkansas is committed to breaking down barriers for mission-based organizations by providing accessible, cost-saving energy solutions where they're needed most. That's why Entergy Arkansas is introducing a new mission-based offering exclusively for 501(c)(3) eligible organizations. Please note that this offering does not include religious facilities.

Participant Eligibility

Trade Ally Participation and Eligibility

Trade allies are members of various trades that meet all program qualifications and standards (listed below). Trade allies are eligible to participate in the program and will have their company name on a list of eligible trade allies that may be given to you. Trade allies may

continue to participate in the program as long as they remain in compliance with all program requirements.

To participate, trade allies must sign a trade ally agreement and receive training as required by the program guidelines. Additional training will be provided as needed in order to ensure the proficiency of the trade ally. The level of trade ally participation (i.e., number and type of completed projects in which the trade ally has been involved) will be included on the trade ally list for you to consider in selecting appropriate trade allies for your projects. Details on the training, tools and performance requirements are listed below:

Technical requirements for the trade ally include:

- Understanding of basic building science principles.
- Completion of program-required best practices trainings.

Business requirements for the trade ally are:

- Demonstrate the capability to conduct business successfully by providing one of the following:
 - Satisfactory Dun and Bradstreet Rating or
 - Specific evidence of business capacity including at least two of the following:
 - A satisfactory banking reference.
 - A minimum of three satisfactory professional/trade references, such as suppliers of materials, tools or credit.
 - Confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens or judgments.

Tools required for the trade ally:

- Trade allies own, use and maintain all tools used so that all materials may be installed to manufacturer specifications.

Quality Performance Requirements for Trade Ally:

The trade ally, upon request from the program implementer, and at no additional cost to you, shall make reasonable repairs or corrections to work that the trade ally has performed to bring such work up to the program standards. The repairs or corrections are to be completed within the timeframe specified by the program implementer. The trade ally also agrees to take steps to ensure that future work will comply with the program standards.

Trade Ally Documentation Confidentiality

Trade allies should note that this program is in place to promote energy efficiency in the Entergy Arkansas service territory. Any program documentation collected for a proposed project within the Entergy Arkansas programs will be maintained as confidential and will not be shared with anyone except the participant for whom it was developed. All information submitted is considered the property of the program participant and will be shared with that customer upon request unless that documentation is clearly labeled as confidential on each page of the documentation. All confidential information so labeled will be verified with the provider prior to sharing with the program participant.

PROGRAM INCENTIVES

Measures & Incentive Levels

A measure, for the purposes of calculating incentives, is considered to be a single proposed energy efficiency improvement, at either a single facility or multiple facilities. A project is considered to be a planned set of measures for a single participant (at either a single facility or multiple facilities) as listed on the project application. Both new construction and retrofit projects are eligible for incentives under this program. The combined total projects for a single participant should target to meet a minimum of 25,000 kWh of annual savings to qualify for incentives.

All measures within a project must be confirmed in the pre-installation inspection report and meet the following requirements:

- Must result in a measurable and verifiable reduction in energy usage (kWh).
- Must produce energy savings through an increase in energy efficiency.
- Must be cost effective as defined by the program utility and the program implementer.
- New equipment must exceed minimum equipment efficiency standards.
- Must not develop any savings as a result of fuel switching.
- Measures should target to meet at least 25,000 kWh of annual savings.

The incentive rates for this program have been designed to encourage comprehensive projects at each location. The tiered incentive approach will be used to provide additional incentives for multiple measures at each location in order to steer away from the frequency of single measures that have been common in past program years. In order for a measure to be eligible to escalate a project incentive, it should meet the requirements as listed above. Some additional rules for measures and tiered incentives are:

- If an energy efficiency measure is installed at a single facility or at multiple facilities for the same participant, that measure is still considered a single measure.
- If multiple measures are eligible for incentives, but they do not meet the target of 25,000 kWh of annual savings to qualify as “tier eligible,” then they can be grouped together to qualify as a single measure in order to qualify the project for an additional tier of incentive as long as the total of the individual measures add up to more than the 25,000 kWh of annual savings target. Only one such grouping is allowed per project.
- If, during the past twelve months, the participant completed measures that could qualify for tiered incentives, these projects can be counted towards receiving tiered incentive rates with new measures. Previously completed measures can be paid additional incentives if they were installed from January of the previous program year to the current program year.
- Because budgeting requirements may limit participants from completing multiple measures in the same program year, they will be allowed to complete measures across the next program year and still qualify for the tiered incentive rates. However, measures and tiers accomplished prior to January 1st of the previous program year will not carry forward to the current program year. Note that excess/bonus incentives developed by projects can only be carried forward to the subsequent program year provided the funds are used within twelve months.

No one participant designated by an individual federal Tax ID may receive over 50 percent of the annual incentive budget. The incentive rates are listed in the table below. These rates are set at levels that are intended to persist through year 2025.

In the event that there are incentive funds still available after September 1, 2025, you may exceed the 50 percent cap in order to fully subscribe the program.

CitySmart - SCORE Incentive Matrix (per kWh)					
Measure Type	1 measure	2 measures	3 measures	4+ measures	Incentive Cap
Mission Based:	\$0.25	\$0.25	\$0.25	\$0.25	100%
Gaskets and Strip Curtains:	Paid per LF (or SF) of damaged gasket/strip curtain replaced				100%
All other measures:	\$0.14	\$0.15	\$0.16	\$0.18	100%
<p>* Measures must be 25,000 kWh each for tier credit</p> <p>* Measure credits for tiers are only retroactive for 12 months</p> <p>* Program direct Install measures will count as only one tier, even if different end uses exist</p> <p>* Excess incentive can be leveraged against other projects (up to the cap) in same program year</p> <p>* Retroactive incentive can be leveraged against other projects (up to the cap) in same program year</p>					

To accomplish these objectives, the table above has been developed and the hypothetical examples below help illustrate how the tiered incentive levels are to work:

Example 1) You have identified three energy efficiency measures you plan to install. If you install all three energy efficiency measures in one program year, you will receive incentive rates of \$0.16 / kWh for the projects once all the projects are installed.

Example 2) You identify three energy efficiency measures you plan to install. However, due to budget constraints or equipment delivery, you choose to install one measure during the current program year and the two other measures in the next program year. In that case, the applicable incentives will be \$0.14 / kWh for the one measure in the current program year (based on one qualifying measure) and \$0.18 / kWh for the other measures for the next program year (based on three qualifying measures, one from the current year and two from the next year).

Example 3) You identify three energy efficiency measures you plan to install. However, due to budget constraints or equipment delivery, you choose to install one measure during the current program year and the two other measures in the next program year. Also, during the next program year, you update your plan to include another measure. The incentive rates will be as follows:

- a) \$0.14 / kWh for the current program year for the prescriptive measures
- b) \$0.16 / kWh for the additional prescriptive measure for the next program year (based on four qualifying measures)
- c) \$0.03 / kWh for the other projects based on four qualifying measures, applied prospectively once all four qualifying measures are installed.

Hypothetical Wastewater Project

This hypothetical example illustrates the calculations associated with a specific set of facts that are assumed to exist at a reasonably large wastewater facility. Simulated existing conditions and sample proposed retrofits are listed with example calculations of energy savings, incentives, and simple payback. The data set forth below is not necessarily indicative of what you will realize at your respective site, but rather simply to allow you to better understand how the program will operate and the potential value of the CitySmart - SCORE program.

Existing Equipment	Proposed Equipment	Annual Energy Savings (kWh)	Assumed Blended Electrical Rate (\$/kWh)	Estimated Annual Energy Savings (\$)	Incentive/kWh saved	Additional Tier Credit (\$/kWh saved)	Estimated Incentive	Estimated Project Cost	Simple Payback in Years
(1) 300 HP Aeration blower with throttling controls	Provide (1) new 250 HP high efficiency aeration blower with VFD controls	735,929	\$0.065	\$47,835	\$0.14	\$0.04	\$132,467	\$475,834	7.2
Existing "coarse bubble" diffuser system	Replace existing with a "fine bubble" diffuser system	169,080	\$0.065	\$10,990	\$0.14	\$0.04	\$30,434	\$43,000	1.1
(50) 250 watt metal halide fixtures around the facility	(25) 4-lamp LED fixtures to replace the metal halide fixtures and add occupancy controls	27,117	\$0.065	\$1,762	\$0.14	\$0.04	\$4881	\$5,408	0.3
(100) 2'x4', 4 lamp T8 with electronic ballasts with no occupancy controls	(40) 2'x4', 2 lamp LED fixtures with premium efficiency ballasts and add occupancy controls in some areas	25,310	\$0.065	\$1645	\$0.14	\$0.04	\$4,555	\$8,000	2.1
	TOTAL S	957,436		\$62232			\$172,337	\$532,242	5.78

The total annual savings would be approximately 957,436 kWh, resulting in an estimated \$62,232 in annual utility savings. The estimated cost of this project (using the above simulation) is \$532,242, with an estimated incentive of \$172,337. If the facility were to make these upgrades, the net project cost to you (after incentive) would be \$359,905, yielding an approximate 5.78 - year payback.

Eligible measure categories for tier credits

- Lighting and On/Off Controls (Interior, Exterior, Specialty Lighting).
- Advanced Lighting Controls (Multi-step Controls, Dimming, Task Scheduled Controls, etc.).
- Comfort Cooling HVAC/Chiller Replacement.
- CoolSaver Air Conditioner Tune-up.
- Chiller Tune-up.
- Retrofit VFD Drives for Air Handler Fans.
- Commercial Wi-Fi Thermostats
- Building Automation Controls and Retro-Commissioning.
- Retro-Commissioning Lite (rcx Lite).
- Motor Replacement (including DC/AC Conversion and EC Motors).
- Motor Drive or VFD Upgrades.
- Computer Power Management (PCPM, Server Virtualization, Server Consolidation, Data Center UPS Upgrades).
- Commercial Refrigeration Upgrades (G/SC, ASHC, Zero Energy Doors, Night Covers, Open Cases to Solid Doors).
- Direct Install (Aerators, PRSV, Showerheads, leds, Weather Stripping).
- Compressed Air Upgrades (Leak Fixes, Demand Side, Supply Side, Air Treatment, Storage, Distribution, VFD Driven Compressors, etc.).
- Industrial Controls and/or Compressed Air System Controls (Installation or Modification of Process or Compressor Controls).
- Industrial Pump/Fan Upgrades.
- Injection Molding System Upgrades (Heater Barrel upgrades, Heater Band Replacement, Heater Barrel Blankets, Injection Machine Cooling, etc.).
- Industrial Heating (Kilns, Ovens/Heaters, Drying Processes, etc.).
- Industrial Cooling (Process Chillers, Industrial Refrigeration, etc.).
- Other Industrial Process Upgrades (Non-Heating/Cooling).
- Behavioral Savings, (CEI and Core CEI).
- All Other Measures (Envelope Measures, Data Center Hot Aisle/Cold Aisle, etc.) That could be Measured and Verified.

Incentive Basis

Financial incentives received through the program will be based on a project’s total annual kWh reduction as determined pursuant to this program manual. Savings will be calculated using one of several savings approaches. Customers will need to select a trade ally or other service provider to actually install the measures within the project. The program implementer will select and implement an appropriate savings measurement and verification plan including installing field monitoring equipment where applicable.

Customers may submit suggested measures, along with a suggested EM&V approach, to the program implementer. Note that any such approach must include adequate calculations or monitoring to justify savings as determined by the Program Implementer in order for the measures to be considered for incentives under this program.

- Deemed or stipulated savings: deemed savings are standardized savings values or simple formulas for a range of measures in representative building types. This approach is suitable for a variety of projects where energy savings may be estimated to a reasonable degree of accuracy without additional EM&V. Variables such as operating hours and energy consumption of existing equipment are assumed in these cases according to previously gathered field data. For example, lighting installed by the program qualifies for a deemed savings approach, meaning that estimated energy consumption savings are determined without additional testing. Engineered savings calculations may be acceptable on a case-by-case basis subject to program approval.
- EM&V Option A (“Retrofit Isolation: Key Parameter Measurement”): for an Option A project, the main aspect that effects energy use is measured, usually with data logging equipment. Example: pump VFD installation.
- EM&V Option B (“Retrofit Isolation: All Parameter Measurement”): for an Option B project, all aspects that affect

energy use are measured. Typically, the actual energy use of the system is logged. All parameters that affect energy use, such as temperature of an HVAC system or occupancy, must be measured. For example, a project where installed equipment will have substantial interactive effects may require the use of this EM&V option.

- EM&V Option C (“Whole Facility: Bill Analysis”): When savings are expected to be more than 10 percent of the whole building’s energy use, Option C can be used. This option involves collecting at least a year’s worth of utility bills or sub-meter data for a facility. Example: Retro-commissioning of a facility that involves numerous operational and control changes that have complex interactions.
- EM&V Option D (“Whole Facility: Calibrated Simulation”): Option D is for new construction buildings or major retrofits. Instead of measuring energy use, the facility is modeled with building modeling software like eQUEST. Example: new construction project involving numerous efficiency improvements that have complex interactions.
- The methodologies for savings measurement and verification described above differ in terms of detail and rigor; some are chosen based upon the predictability of equipment operation, availability of evaluation data from previous programs and benefits of the chosen measurement and verification approach relative to its cost. Ultimately, the program implementer has the discretion to choose or confirm the EM&V option that shall be utilized for your project.

Non-Cash Benefits Offered Under the Program

A number of non-cash benefits are available to you including:

During an energy assessment, the trade ally and/or the program implementer will identify opportunities to install energy saving devices with customer permission. These devices provide customers with instant energy savings and are installed at no cost. Please note that some of these measures are only available for installation at sites where customers have electric water heaters. These direct install measures include pre-rinse spray valves, faucet aerators, LEDs, vending misers and weather stripping.

Energy Performance Benchmarking – the program implementer benchmarks your current energy consumption using the U.S. EPA’s ENERGY STAR® Portfolio Manager® tool. This tool provides a rating for the performance of buildings on a scale of one to 100 relative to similar buildings. Other benchmarking metrics include cost per occupant, cost per square foot, etc.

Energy Master Planning – the program implementer will provide each participant with training and guidance for developing your own Energy Master Plan. EMPs are designed to overcome entrenched institutional problems by preempting them before they occur and replacing them with better procedures that help eliminate practices that may be viewed as counterproductive to energy efficiency (such as installing low-first-cost systems).

Technical Support – the program implementer will provide technical support to help you assess and evaluate various energy efficiency upgrades to determine which projects are estimated to be optimal in terms of life-cycle costs. Once you identify potential projects, you complete and submit a project application to indicate your intention to complete a project and reserve an incentive. The program implementer will provide the application form as well as assistance in completing the form.

Education – if participants choose to fund their upgrades with traditional funding sources, the CitySmart - SCORE Program also offers resources that could educate senior decision makers on how to leverage outside sources of funds through performance contracts, lease-purchase agreements and third-party financing.

Recognition – the CitySmart - SCORE Program, specifically the program implementer, may provide news releases and other communications support to you, which are designed to inform each community about the steps you are taking to improve the energy performance of your facilities, reduce your operating costs and to use your budget dollars more efficiently.

PARTICIPATION PROCESS

The program is designed to encourage trade allies to recruit participants from Entergy key accounts, past program participants and trade ally references. The program implementer will provide a participation agreement for the participant to enroll in the program. The participant must sign the participation agreement to be verified as an Entergy customer and enrolled in the program. Once the signed participation agreement is received and the participant is verified, the program implementer will schedule pre-installation inspections on each project, as necessary, and appropriate measurement and verification efforts will occur to quantify the savings of projects where EM&V is required. Once the participant has selected the projects to implement and funding has been secured, program staff will help you to fill out the technical sections of the project application to reserve incentive funding.

After completing the project, the program implementer will schedule necessary post-installation inspections and request incentives for the participant.

Program metrics are subject to annual review based on regulatory requirements, independent evaluation and verification, and other circumstances outside the control of the program. Program implementer and Entergy reporting requirements and other documentation could change based upon this review.

After completing the project and receiving incentives, you may be contacted by an independent evaluator to verify information gathered by the program and/or to review on-site equipment installation. You may be contacted by this independent third-party evaluator in the year immediately following the year of participation for the purposes of project verification and evaluation.

Project Application Process

For purposes of this program, a project is defined by a set of proposed energy savings measures included in a single project application. Comprehensive projects that include a range of measure types are encouraged. Note that you first must execute the participant agreement to initiate the process. Ultimately, a project application will be completed by the program for review and approval to move forward with the projects. The project application is completed and executed by you and sent to the program implementer for final approval and reservation of incentive funding.

All projects should meet the following requirements:

- Targeted Minimum Project Size: Each project for which an application is submitted, or combination of projects, should target a total estimated energy reduction of at least 25,000 kWh of annual savings.
- Project Costs: Projects must pass a cost-effectiveness test to be eligible for incentives. To evaluate this, all project costs must be submitted to the program implementer before incentive funding can be applied for and reserved. This includes the cost of the equipment and its installation.

Incentive Reservation/Application Process

Upon receipt of a signed project application, the program implementer will review the application for completeness and eligibility then send notice stating that incentive funding has been reserved for the projects. The program implementer also will contact you to schedule a pre-installation inspection of your facilities as needed, for purposes of confirming the information that is submitted in the project application. The anticipated project completion date should be communicated to the program implementer, which will provide adequate time for final project verification and post-installation inspection prior to receiving the incentive payment. The completion date of a project should not extend beyond December 1st of the current program year unless approved in writing by the program implementer. If oversubscription to the program should arise, participants will be placed on a waiting list in the order of when the project application, including the executed participant agreement, was received.

Participants on the waiting list may be able to reserve incentive funding for the current program year if other projects for which funding were reserved are cancelled and funds become available. Otherwise, they will be eligible to reserve funding during the next program year, but note that the project must be completed in the year in which the funds are reserved.

Incentive Payment Process

Deemed savings projects: you will receive an incentive payment representing 100 percent of the final calculated incentive amount set forth in the confirmed project application after the projects are installed, documented and verified. You are encouraged to contact the program implementer prior to installation of additional measures not identified in pre-installation inspections to determine whether additional funds may be available. Incentive funds in excess of the estimated amount will be paid based on final calculated savings only if the program is not fully subscribed at the time of project completion.

EM&V projects: you will receive 40 percent of the total estimated incentive amount set forth in the confirmed project application after the projects are installed, documented and verified. The remaining incentive will be calculated based on the final EM&V report and will be paid once the EM&V efforts are complete. To the extent that additional measures are installed that were not identified in the application and confirmed by the pre-installation inspection, you may be eligible for additional incentive funds. You are encouraged to contact the program implementer prior to installation of such additional measures to determine whether additional funds may be available. Incentive funds in excess of the estimated amount will be paid based on final calculated savings only if the program is not fully subscribed at the time of project completion.

Incentives are paid by check directly to you as explained above. Checks should be delivered no later than December 30 of current program year and verified unless otherwise notified.

Co-Funding of Feasibility Studies

The CitySmart program also will aid qualifying customers by co-funding feasibility studies for energy efficiency projects. A feasibility study is a comprehensive energy savings evaluation and financial analysis which can provide a participant with a cost-effective method for identifying potential energy savings associated with the installation of complex measures and processes, where prescriptive methods are not adequate.

The purpose of these studies is to evaluate the participant's opportunities for energy savings at their facility using collected data, logged data, calculation methodologies and/or computer-simulated energy models to determine if cost effective energy- saving opportunities exist within that facility or campus. However, it is understood that the entire cost of these feasibility studies may not be within the budget of the participant. The program has allocated incentive funds in the current program year to aid participants who wish to obtain these studies. It is the intent of this program that these studies provide a comprehensive review of opportunities within a facility. If more than one study is submitted for a single participant within a three-year time span, program management approval will be required for additional funding.

To qualify for co-funding of a feasibility study, a proposed study must have an estimated annual energy savings based on preliminary data and calculations that adhere to the feasibility table below. The funding reserved for these projects in the current program year will be allocated to participants on a first-come, first-served basis. Requests for funding will be handled in the same way as project applications in the case of oversubscription (see the "Wait List Procedure" section of this document). If the funds reserved for feasibility studies are not used by September 1 of the program year, these funds may be released back into the general incentive funds for projects completed that program year.

Feasibility Tiered Structure		
Feasibility Study Savings**		
Min kWh	Max kWh	Incentive*
50,000	100,000	\$3,000
100,001	200,000	\$6,000
200,001	300,000	\$9,000
300,001	500,000	\$12,000
500,001	1,500,000	\$15,000
1,500,001	5,000,000	\$20,000

*Full payout amounts with a total feasibility budget of \$100,000

*Payout 40% for study submission and the remaining 60% upon project completion for cost savings

**Must be M&V projects. Savings excludes "deemed" measures from the current version of the Arkansas TRM

To request funding assistance, a participant needs to enroll in the program and submit the enrollment document (see Appendix A), as well as the proposal from the consultant or trade ally preparing the study. The submission must also include a letter from the participant stating the request for feasibility study co-funding and how the participant is positioned to fund and complete any potential projects determined to be cost-effective energy efficiency measures by the feasibility study. The submission should include any pertinent background data, preliminary estimates and calculations, the feasibility study cost and a list of the expected deliverables to the participant.

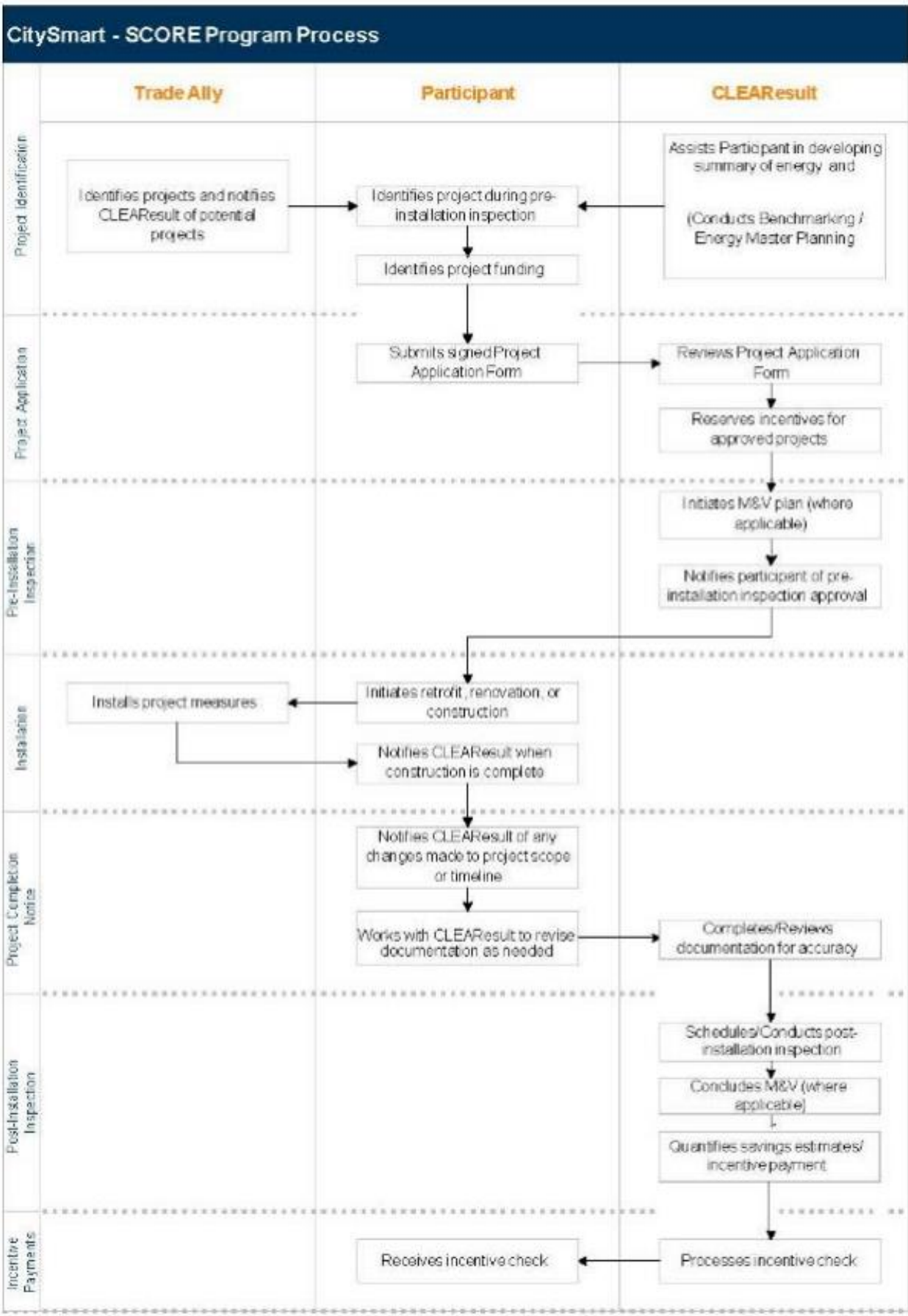
After review, if the feasibility study is selected for co-funding by the program implementer, the participant will be informed of the selection of the project and the co-funding amount being provided to assist the participant with the study. The program implementer will review the funding for the feasibility study on a case-by-case basis, but it is typically targeted to cover up to 100 percent of the cost of the study. Forty percent co-funding will be paid to the participant upon the completion of the study and the submission of the completed report to the program implementer. If the owner moves forward with the cost-effective recommended projects that were outlined within the feasibility study, and the savings of those projects are expected to adhere to the feasibility table above, then the program will pay the balance of the feasibility cost as an additional incentive when the projects are complete and final project incentives are paid. The maximum co-funding incentive amount for any participant in the current program year is \$20,000. In addition, no single consultant or trade ally may receive or submit for projects/studies constituting over 50 percent of the total co-funding budget during the program year.

Limits on Participation

To ensure incentives are available for multiple projects, you and your affiliates may not receive more than 50 percent of the Entergy Arkansas program incentives budget in any funding year.

In the event that there are incentive funds still available after September 1, 2025, you may exceed the 50 percent cap in order to fully subscribe the program.

See the figure below for more details on the program process, which does not include any third-party EM&V procedures. The program process flow chart below illustrates contact points and responsibilities of trade allies, participants, and the program implementer.



TIMELINE OF PROJECTS

1. **Submitted Projects – 20 business days**
 - Pre-Inspection (QA /QC) – CLEAResult will have **two business days** to determine if more information/documents are needed and respond.
 - Pre-Inspection – CLEAResult will have **five business days** to add to the pre-inspection queue, and an additional **10 business days** to complete pre-inspection service.
 - Incentive Reserved – CLEAResult will have **three business days** to complete and send email to trade allies confirming incentive reservation.
2. **Upon project completion – 15 business days**
 - Trade ally notifies program team of project completion and submits documentation for review: final invoicing and cut sheets. If complete, project will be added to post inspection queue within **five business days**.
 - Post-Inspection (QA /QC) — CLEAResult will review post-inspection pictures and notes and perform project reconciliation (if necessary) within **10 business days** if the project passes post-inspection. If a failure occurs, the project reverts to previous step.
3. **Incentive Approval and Processing – 20 business days**
 - CLEAResult receives Entergy Approval – **10 business days**
 - CLEAResult issues check – **10 business days**

Quality Assurance

Program Process Trainings (QA)	Trade allies that choose to participate in the program will attend training that explains the program process and technical aspects of participation. Where the installing contractor has chosen not to participate as a trade ally in the program, the program implementer will work with you to ensure that all steps are taken to receive an incentive.
Application Review (QA)	Incomplete project applications will be rejected and sent back to you for completion. You may not receive a reservation of incentive funding notice until the project application is completed appropriately and confirmed by the program implementer.

Quality Control

Pre/Post-Installation Inspections (QC)	We will inspect 100 percent of the largest 10 percent of projects identified by kWh savings values. For CitySmart - SCORE, that would mean any single project/account estimated over 150,000 kWh savings will be inspected. We will inspect 10 percent of all other projects/accounts under 150,000 kWh. Only contractors who are trained and certified as a trade ally are eligible for the reduced inspection rate. Each trade ally will have a minimum of 10 percent of their projects inspected. That means that any trade ally who completes less than 10 projects in a calendar year will have greater than 10 percent of their projects inspected. Any project that is determined to have errors or discrepancies +/- 5 percent of the proposed scope of work will be deemed to be a failed project and will cause that trade ally to be removed from the reduced inspection rate list that CLEAResult will maintain. Once a trade ally is removed, that contractor will need to complete 5 consecutive projects without "failures" as defined above to be returned to the reduced inspection rate list. In order to qualify immediately for the reduced inspection rate, a trade ally must have completed 5 consecutive projects without a failure, as determined by the program implementer.
---	---

ADDITIONAL NOTICES AND DISCLAIMERS

Entergy Arkansas and/or CLEAResult

The selection of a trade ally to perform work is the sole decision of the property owner, customer and/or authorized lessee/occupant. Although a list of approved trade allies is prepared in connection with this program, inclusion of a contractor in the trade ally list for the program does not constitute an endorsement by Entergy Arkansas or CLEAResult of any product, individual or company. Work performed by trade allies is not guaranteed or subject to any representation or warranty either expressed or implied or otherwise by either Entergy Arkansas or CLEAResult.

Neither Entergy Arkansas nor CLEAResult makes any guarantee or any other representation or warranty, expressed or implied or otherwise, as to the quality, cost or effectiveness of any products provided or works performed by any trade ally by any such trade ally's employees, subcontractors or suppliers.

Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies at your facilities, neither Entergy Arkansas nor CLEAResult guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program.

Trade Allies

Each trade ally shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless CLEAResult, Entergy Arkansas, their affiliates, their contractors and each of their officers, directors, control persons, employees, agents and representatives (all of the foregoing being herein referred to, individually and collectively, as the "Indemnities") from and against any and all losses, damages, claims, liabilities, costs and expenses (including attorney's fees) that may be imposed on, incurred by or asserted against the Indemnities or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (a) such trade ally's breach of any provision of its trade ally agreement (b) such trade ally's act or omission that results directly or indirectly in any property damage, personal injury or death in connection with the performance of any work by such trade ally (c) any violation of law by such trade ally or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage by such trade ally of any hazardous substance in any form. THIS INDEMNITY SHALL APPLY EVEN IN THE EVENT OF THE CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES. Indemnities, respectively, at their option exercisable by written notice to such trade ally, may require such trade ally to defend any or all suits or claims concerning the foregoing.

DEFINITIONS

Custom Measure: An energy efficiency measure that does not have a prescriptive calculation methodology. This type of measure requires measurement and verification to accurately quantify demand and energy savings.

EE: Energy Efficiency

EM&V: Evaluation, measurement and verification, often referred to as measurement as verification.

Energy Master Planning: The process of reviewing Energy performance benchmarking reports and establishing a strategic approach to the effective use of energy, which may include the implementation of energy efficiency measures.

Energy Performance Benchmarking: A comprehensive analysis of facility energy use, which provides a rating for the performance of buildings (typical on a scale of one to 100) relative to a peer group of facilities using regional data. This evaluation may be used to identify energy efficiency measures or can be used as a tool for Energy master planning.

Facility Assessment: A preliminary facility walkthrough performed by program staff or a trade ally to determine energy savings opportunities. An assessment does not necessarily provide adequate inspection documentation and additional on-site verification may be required for identified energy efficiency projects.

Feasibility Study: A comprehensive energy savings evaluation and life cycle cost analysis (prepared by a licensed engineer or other professional) that evaluates the participant's opportunities for energy savings at their facility using established calculation methodologies and computer simulated energy models.

Incentive: A one-time payment to the participant (or a designated assignee) for energy efficiency projects completed through the program.

Incentive Rate: A defined value of incentive dollars on a per unit basis to calculate total incentive.

kW: The abbreviation for kilowatt (equal to 1,000 watts), which is the unit of measurement for electrical demand or power.

kWh: The abbreviation for kilowatt-hour, which is the unit of measurement for electrical energy use. One kWh is the amount of energy consumed by the use of one kW for one hour.

Measure: A single proposed energy efficiency improvement, at either a single facility or multiple facilities.

Measurement and Verification: A process of observation and measurements that establish energy use of a proposed energy efficiency measure for both pre-retrofit and post-retrofit conditions that allows the calculation of energy savings. This process may also require gathering data on correlating factors for a specific system or facility, such as production, occupancy, operating hours or similar metrics.

Participant: Any non-residential Entergy Arkansas customer that has enrolled in the energy efficiency programs who will exert best efforts to approve, fund and install projects during the program year.

Participation Agreement: A non-binding document that once submitted by the participant will enroll them into the Incentive programs offered by Entergy Arkansas, allow program staff to verify eligibility and permit appropriate program follow-up.

Pre-Installation Inspection: A facility walkthrough performed by program staff prior to implementation of energy

efficiency projects to verify and document proposed or identified energy efficiency upgrades within a participant's facility.

Prescriptive Measure: An energy efficiency measure that has a prescriptive calculation methodology, given in the Arkansas Technical Resource Manual. This type of measure does not require measurement and verification.

Post-Installation Inspection: A facility walkthrough performed by program staff or program evaluators after implementation of energy efficiency projects to verify and document proposed or identified energy efficiency upgrades within a participant's facility.

Program Evaluator: An independent party that reviews the documentation and calculations completed by the program implementer and provides technical guidance on the program.

Program Implementer: Technical and administrative consultants hired by the program sponsor to operate the energy efficiency programs.

Program Sponsor: The utility funding and operating the energy efficiency program.

Project: A planned set of energy efficiency measures for a single participant (at either a single facility or multiple facilities) as proposed by program staff or a trade ally.

Project Application: A document provided by the program implementer and executed by the participant that outlines the proposed energy efficiency measures, the estimated savings and the project incentive. Acknowledged receipt of this form by the program implementer will reserve the listed incentive for the participant.

Tier: A unique measure (or combination of measures) that when evaluated for an energy efficiency project, may provide enhanced incentive rates for comprehensive projects.

Trade Ally: A contractor, supplier or industry professional seeking to adapt his or her business model to utilize the energy efficiency programs to promote energy efficiency projects.

FREQUENTLY ASKED QUESTIONS

What is the CitySmart - SCORE Program?

The CitySmart - SCORE Program is designed for local public entities that receive retail electric service in the Entergy Arkansas territory. The program will help senior managers and facility managers like you at local public entities operate your buildings more efficiently by understanding the technical and financial benefits of investing in energy efficiency and developing a plan to make energy efficiency improvements.

Who is Eligible for the CitySmart - SCORE Program?

Any local public entity customer receiving retail electric service from Entergy Arkansas is eligible for the CitySmart - SCORE Program is eligible. A customer is defined by a single tax ID number. Multiple locations of an organization are thereby considered a single customer, regardless of how many Entergy account numbers they may have. In general, cities having more facility square footage and higher energy usage receive greater program benefits.

How Does a Customer Enroll to Participate in the Program?

To join CitySmart - SCORE, the participating local public entity signs a participation agreement with Entergy Arkansas. The participation agreement describes program commitments required of the participant, which includes agreement to the conditions and processes set forth in this program manual. The program implementer will contact participants who submit the participation agreement to provide the participant with details on program participation, benefits and requirements and instructions on how to begin the program process.

What are the Next Steps After I've Enrolled in the Program?

After the CitySmart - SCORE participant has joined the program by submitting a properly executed participation agreement, you can complete energy benchmarking, master planning (if applicable) and identify energy efficiency upgrade projects you wish to undertake.

Who Decides What Energy Efficiency Technologies to Install or Who is to Install Them?

You are the sole determinant for what energy efficiency measures you decide to implement and how they are implemented. The program does not provide any installation of energy efficiency measures and is neutral on whether you perform the work in-house or use a trade ally.

What is Energy Benchmarking?

Benchmarking the energy performance of the participants is done using the US EPA's Portfolio Manager Tool. Information is entered into the tool along with the energy use of the facility, where the facilities are located geographically, the number of occupants in the building and some information about certain types of equipment within the facilities. Once this information is completed as inputs to the tool, the output is a numerical score from one to 100. Higher benchmark scores demonstrate better energy performance; conversely, lower scores confirm poorer energy performance. After the scores are estimated, participants in the program can work with the program implementer to determine the energy efficiency opportunities in their facilities and to prioritize their efforts.

What is the Energy Master Plan?

The energy master plan is a document developed by you focusing on short-term and long-term strategies to manage and reduce energy usage. The document is developed after a workshop, in which the best practices in the industry are reviewed and you select practices you believe are in your best interest to pursue.

How are Energy Efficiency Opportunities Determined?

The program works with you to identify energy efficiency opportunities within your facilities. Once the opportunities are identified, the program works with you to find the right resources to assist you.

How Much Time Should I Expect to Invest in the Program?

We expect you to spend 30-50 hours on program functions over the course of a year. It has been our experience that the amount of time participants are engaged in the program is directly related to the benefits participants realize. The bottom line is that it is up to you to determine the amount of time you will invest, which ultimately will influence the results you expect to achieve.

What are the Incentives?

Non-cash benefits, such as energy measure identification, benchmarking, calculations support and assistance and EM&V of completed projects are available to you. Cash incentives for eligible energy efficiency measures are based on (kWh) energy reductions and are listed on page 8-9.

APPENDICES

Appendix A	Participation Agreement Example
Appendix B	Trade Ally Agreement Example
Appendix C	Timeline of Projects

Appendix A: Participation Agreement Example



Business Solutions programs participation agreement

Take control of your energy use.

Entergy Arkansas is proud to offer our commercial customers a suite of programs designed to help your organization save energy and lower costs. From big projects to small, we'll provide financial incentives, resources and expertise to help you achieve meaningful, long-term savings. The Large Commercial & Industrial program and the Small Business program are for commercial customers, and the CitySmartSM/SCORE program is designed to improve public sector educational and municipal facilities.

Steps to participate:

1. Sign and submit this participation agreement to enroll. Please also submit a W-9 form as part of incentive payment requirements.
2. Work with the program administrator to determine which specific program your organization is eligible for and to discuss energy efficiency project opportunities.
3. Schedule your pre-installation inspection in order to allow the program administrator to quantify prospective energy savings.
4. Sign and submit a project application to define projects to be completed and to reserve incentive funds.
5. Complete projects defined in the project application, notify program administrator and schedule post-inspection as required.
6. Receive incentive dollars from Entergy Arkansas, and benefit from energy savings.
7. After completing the project and receiving incentives, you may be contacted by an independent evaluator to verify information gathered by the program and/or to review on-site equipment installation.

Organization: _____ Title: _____

First name: _____ Last name: _____

Project site address, city, state, ZIP: _____

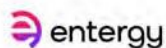
Primary contact's address, city, state, ZIP: _____

Telephone: _____ Email: _____

Account number: _____ Tax ID: _____

**If more than one account number, please provide a separate list of buildings, physical addresses and account numbers.*

Questions? Contact the Energy Efficiency Solutions Center at 877-212-2420 or visit entergyarkansas.com.



A message from Entergy Arkansas, LLC ©2023 Entergy Services, LLC. All Rights Reserved.
The Entergy Solutions program is an energy efficiency program and not affiliated with Entergy Solutions, LLC.



Standard terms and conditions for participating customers

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "Agreement") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("CLEAResult"), and Customer for the purpose of evaluating and installing energy-efficient measures ("EEM") under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "PUC"), Sponsor and Contractor are third-party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EEM using Program incentives. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If a Customer is a tenant, Customer represents that, by signing this document, they have obtained the property owner's permission to install EEM under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising sales promotion, or other publicity of any kind. Customer also confirms that it has not received and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice, and this Agreement is subject to modifications by Sponsor.
- ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. Customer agrees to install all EEM provided by CLEAResult under this Program — provided, however, that if Customer does not install all EEM, then it shall return any uninstalled EEM to CLEAResult.
- INCENTIVE PAYMENT.** Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) Measures are installed in eligible project sites; and (c) Measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost of the EEM.
- AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EEM and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EEM is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.
- CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.
- WARRANTY.** CLEAResult, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE OR OTHER ASPECT OF ANY EEM INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW AND PURSUANT TO THE FEDERAL TORT CLAIMS ACT, AS APPLICABLE, CUSTOMER AGREES TO INDEMNIFY THE PUC, SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EEM. NEITHER THE PUC, SPONSOR, CLEAResult NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, CLEAResult SHALL BE RESPONSIBLE FOR LIABILITY ARISING OUT OF PERSONAL INJURY OR DEATH OF ANY OF ITS EMPLOYEES EXCEPT IN THE EVENT SUCH PERSONAL INJURY OR DEATH IS SOLELY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER.
- MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Arkansas, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules or the Arkansas Claims Commission, as applicable, and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

This agreement should be signed by your organization's director, president or similar executive and will remain valid until the program implementor is provided with written notice of your organization's intent to end participation.

SIGNATURE: _____ DATE: _____

Please sign and email to the appropriate contact below.
If electronic submission is unavailable, please fax to 866-420-4450.

Contact: Trade Ally Specialist
tasupport@clearesult.com
501-221-4021



A message from Entergy Arkansas, LLC ©2023 Entergy Services, LLC. All Rights Reserved.
The Entergy Solutions program is an energy efficiency program and not affiliated with Entergy Solutions, LLC.

Appendix B: Trade Ally Agreement Example

COMPANY INFORMATION			
My company is applying to be a participating trade ally in the following programs (check all that apply): <input type="checkbox"/> CitySmart/SCORE <input type="checkbox"/> Large C&I <input type="checkbox"/> Small Business			
Business Name:		Contact Name:	
Business Address:			Number of Employees:
City:		State:	Zip:
Email:		Office Phone :	Mobile Phone:
CERTIFICATION(S) & EXPERIENCE			
I am currently certified and have received training in the following areas (check all that apply):			
<input type="checkbox"/> BPI – Energy Analyst <input type="checkbox"/> I have attached a copy of the certification(s) checked above to this application.			
I currently own and use the following tools required to perform air and duct sealing (check all that apply):			
<input type="checkbox"/> Blower Door Manufacturer: Model #: <input type="checkbox"/> Duct Blaster® Model #:			
I am currently experienced and ready to perform the following services. I acknowledge that some of these program measures require additional training verification (check all that apply):			
<input type="checkbox"/> Lighting Controls and Retrofits	<input type="checkbox"/> HVAC/Chiller Controls and Equipment Replacement	<input type="checkbox"/> VFD and Motor Retrofits and Installation	<input type="checkbox"/> WWTP Upgrades
<input type="checkbox"/> Data Center Upgrades	<input type="checkbox"/> Architectural/Engineering Services	<input type="checkbox"/> Industrial Process or Equipment Upgrades	<input type="checkbox"/> Other:
<input type="checkbox"/> Refrigeration Retrofits	<input type="checkbox"/> Kitchen Upgrades and Appliances	<input type="checkbox"/> Air Compressors	
BUSINESS CAPABILITY:			
I confirm that I have the following to demonstrate business capability (not applicable for architectural or engineering firms):			
<input type="checkbox"/> Satisfactory Dun and Bradstreet Rating DUNS ID:			
Or at least TWO of the following:			
<input type="checkbox"/> Banking reference*	<input type="checkbox"/> Three professional/trade references*	<input type="checkbox"/> Principals of Company have satisfactory credit score/no outstanding liens/judgments*	
*Use table below to complete required reference or principal information			
Banking Reference:			
Email:		Phone:	
Address:			
Reference/Principal Name 1:			
Email:		Phone:	
Address:			
Reference/Principal Name 2:			
Email:		Phone:	
Address:			
Reference/Principal Name 3:			
Email:		Phone:	
Address:			

INSURANCE:		
<p>Trade Ally and any of its subcontractors will maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:</p> <ul style="list-style-type: none"> • Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence • Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit • Workers' Compensation in accordance with statutory minimums, but including no less than Employer's Liability minimum \$500,000 aggregate and \$100,000 per occurrence and per employee <p>Trade Ally and subcontractors will maintain any claims-based policy for at least three (3) years after the expiration or termination of this agreement. Each certificate of insurance will list CLEARResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. CLEARResult will be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage. Trade Ally and subcontractors will waive all rights of recovery against CLEARResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement will be noted on all certificates of insurance provided to CLEARResult.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> Trade Ally certificate of insurance is attached

Program Overview

CLEARResult is implementing the Entergy Business Solutions Programs (CitySmart/SCORE, Large C&I, Small Business) (hereinafter "Programs") to encourage improvements in the energy efficiency on commercial buildings located within Entergy Arkansas, LLC, service territory.

The Programs are funded by Arkansas utility customers under the auspices of the Arkansas Public Service Commission, and administered by Entergy Arkansas. CLEARResult is in the business of implementing energy efficiency Programs funded by utility customers such as Entergy Arkansas's customers. CLEARResult is responsible for recruiting trade allies to perform services under the Programs and manage the implementation of the Programs. The Programs pay incentives to provide Energy Efficiency Measures; that is, to provide products or services to customers that save energy and reduce energy consumption.

Enrollment Instructions

Step 1: Complete a Trade Ally Participation Agreement.

Step 2: Complete a W-9

Step 3: Submit completed Trade Ally Participation Agreement, W-9, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) via email or mail:

Email: tasupport@clearesult.com

Mail: Entergy Arkansas Commercial Programs

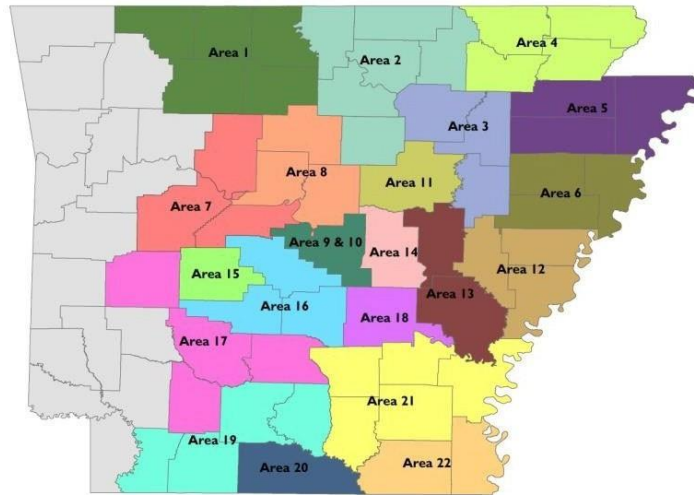
CLEARResult (ATTN: Trade Ally Specialist) 1 Allied Drive Suite
1600
Little Rock, AR 72202

Step 4: Submit certificates of insurance and copies of required licenses and/or training certificates (if applicable) at least annually, and upon any material revisions or cancellations, to CLEARResult via email or mail listed above.

After your Agreement is received, a representative will contact you to confirm receipt and continue the enrollment process. Trade Allies do not become Trade Allies until they complete required administrative and field trainings and receive confirmation of participation from the program manager. Trade Ally eligibility is at the sole discretion of the program. Participation in the program and this Trade Ally Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Trade Allies.

TRADE ALLY AGREED AND ACCEPTED	
I have read and understood the Trade Ally Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Trade Allies and certify that the information I have provided is true and correct.	
Signature:	Date:
Name (printed):	Title:
CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED	
Signature:	Date:
Name (<i>printed</i>):	
Title:	

To best serve Entergy Arkansas customers, please provide an accurate indication of where you are willing to travel within the Entergy Arkansas service territory below to perform the measures incented by the Energy Arkansas energy efficiency Programs. This information will be provided to potential customers; therefore, it must be accurate. You can change your service coverage area later by contacting CLEAResult.



Using the table below, please indicate in which cities you plan to conduct business by marking the left column:	
<input type="checkbox"/> Area 1	Alpena, Bergman, Berryville, Bull Shoals, Diamond City, Everton, Flippin, Gilbert, Green Forest, Harrison, Lead Hill, Leslie, Marshall, Omaha, Peel, Pindall, Pyatt, Saint Joe, Summit, Valley Springs, Western Grove, Yellville
<input type="checkbox"/> Area 2	Ash Flat, Big Flat, Calico Rock, Cherokee Village, Cotter, Drasco, Fifty Six, Gassville, Hardy, Heber Springs, Highland, Mammoth Spring, Mountain Home, Mountain View, Onia, Pangburn, Timbo, Williford
<input type="checkbox"/> Area 3	Augusta, Bald Knob, Batesville, Bradford, Cash, Cave City, Charlotte, Concord, Cord, Cushman, Desha, Diaz, Floral, Gregory, Grubbs, Guion, Judsonia, Locust Grove, Magness, Marcella, McCrory, Melbourne, Mount Pleasant, Newark, Newport, Oil Trough, Patterson, Pleasant Plains,
<input type="checkbox"/> Area 4	Alicia, Almyra, Armored, Biggers, Black Oak, Black Rock, Blytheville, Caraway, College City, Corning, Crocketts Bluff, Datto, DeWitt, Dell, Gillett, Gosnell, Greenway, Hoxie, Imboden, Knobel, Lake City, Leachville, Luxora, Manila, Marmaduke, Monette, Peach Orchard, Pocahontas, Portia, Powhatan, Ravenden, Rector, Reydell, Reyno, Saint Charles, Saint Francis, Success, Tichnor, Walcott, Walnut Ridge
<input type="checkbox"/> Area 5	Bassett, Bay, Bono, Cash, Cherry Valley, Driver, Dyess, Etowah, Fisher, Frenchman Bayou, Gilmore, Harrisburg, Hickory Ridge, Joiner, Jonesboro, Keiser, Lepanto, Marked Tree, Osceola, Trumann, Turrell, Tyronza, Waldenburg, Weiner, Wilson
<input type="checkbox"/> Area 6	Brickeys, Clarkedale, Colt, Crawfordville, Earle, Edmonson, Forrest City, Heth, Hughes, Madison, Marion, Palestine, Parkin, Proctor, Vandale, West Memphis, Widener, Wynne
<input type="checkbox"/> Area 7	Appleton, Atkins, Belleville, Briggsville, Centerville, Danville, Dardanelle, Dover, Gravelly, Harvey, Havana, Hector, London, Ola, Plainview, Pottsville, Rover, Russellville
<input type="checkbox"/> Area 8	Center Ridge, Conway, Damascus, El Paso, Enola, Greenbrier, Hattiesville, Maumelle, Mayflower, Morrilton, Mount Vernon, North Little Rock, Plumerville, Solgohachia, Springfield, Vilonia, Wooster
<input type="checkbox"/> Area 9	West Little Rock
<input type="checkbox"/> Area 10	Little Rock, Wrightsville
<input type="checkbox"/> Area 11	Beebe, Cabot, Georgetown, Griffithville, Higginson, Kensett, McRae, Searcy, West Point
<input type="checkbox"/> Area 12	Aubrey, Barton, Clarendon, Cotton Plant, Crumrod, Elaine, Goodwin, Helena, Holly Grove, Hunter, La Grange, Lambrook, Lexa, Marianna, Marvell, Mellwood, Moro, Oneida, Poplar Grove, Snow Lake, Turner, Wabash, West Helena, Wheatley
<input type="checkbox"/> Area 13	Allport, Altheimer, Biscoe, DeValls Bluff, Des Arc, , Hazen, Roe, Stuttgart, Tollville, Ulm, Wabaseka
<input type="checkbox"/> Area 14	Carlisle, Coy, England, Jacksonville, Keo, Lonoke, Scott, Sherrill, Sherwood

□ Area 15	Bonnerdale, Buckville, Fountain Lake, Hot Springs, Hot Springs Village, Jessieville, Mountain Pine, Percy, Royal
□ Area 16	Alexander, Bauxite, Benton, Bryant, Carthage, Donaldson, Friendship, Haskell, Malvern, Poyen, Prattsville, Traskwood
□ Area 17	Amity, Antoine, Arkadelphia, Bismark, Blevins, Bluff City, Bonnerdale, Caddo Gap, Caddo Valley, Delight, Emmet, Glenwood, Gurdon, Mount Ida, Norman, Oden, Okalona, Pencil Bluff, Pine Ridge, Prescott, Sims, Sparkman, Story
□ Area 18	Grady, Hensley, Jefferson, Moscow, Pine Bluff, Redfield, Sheridan, White Hall
□ Area 19	Bearden, Buckner, Camden, Chidester, Emerson, Fordyce, Kingsland, Lewisville, Magnolia, McNeil, New Edinburg, Rison, Stamps, Stephens, Taylor,
□ Area 20	Calion, El Dorado, Huttig, Junction City, Louann, Mount Holly, Norphlet, Smackover, Strong, Urbana
□ Area 21	Arkansas City, Dumas, Gould, Grady, Hermitage, McGehee, Mitchelville, Monticello, Pickens, Tilar, Warren, Wilmar, Winchester
□ Area 22	Boydell, Crossett, Dermott, Eudora, Hamburg, Lake Village, Montrose, Parkdale, Portland, Wilmot

These CLEAResult Standard Terms and Conditions for Trade Allies and the Trade Ally Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and

_____ (“**Trade Ally**”). CLEAResult administers the Entergy Arkansas Commercial Business Solutions Programs (CitySmart/SCORE, Large C&I, Small Business) (the “**Program**” or “**Programs**”) on behalf of Entergy Arkansas LLC, (“**Sponsor**”) to administer services to eligible end use customers (each, a “**Customer**”). CLEAResult and Trade Ally may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM AND TERMINATION.** This Agreement is effective upon the date it is executed by both Parties and will continue for the duration of the Program (the “**Program Period**”), unless terminated in accordance with the provisions in this Agreement. In addition, all incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice. Trade Ally agrees that CLEAResult may terminate this Agreement without cause and without penalty at any time and for any reason, including, without limitation, for Trade Ally’s noncompliance with the Program guidelines, any law, or any provision of this Agreement. Upon termination of this Agreement, Trade Ally will immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms and will not maintain or continue using any Confidential Information (as addressed below) or other Entergy Arkansas customer information gathered by Trade Ally as part of its efforts to promote the Programs hereunder. CLEAResult will not pay Trade Ally for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Trade Ally post-termination. In the event of termination for cause, Trade Ally will be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult will have the right to assign to another Trade Ally the responsibility for completion of any work not completed by Trade Ally prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Trade Ally agrees that CLEAResult, at its discretion or that of Entergy Arkansas may withhold payments for work completed by Trade Ally for a period of up to one (1) year from the effective date of termination, or expiration of this Agreement, to ensure funding is available for any damages, claims, or deficiencies discovered after termination or expiration. If the amount of CLEAResult’s claims or damages against Trade Ally exceeds the unpaid amount earned, CLEAResult will notify Trade Ally, and Trade Ally will pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement or expiration of this Agreement will not relieve Trade Ally of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
2. **ELIGIBILITY.** The Program determines eligibility of Trade Allies at its sole discretion. CLEAResult may request from Trade Ally verification of its eligibility requirements at any time during the Program Period.
3. **CONFIDENTIALITY.** Trade Ally will have access to Confidential Information (as defined below) by participating in this Program. Trade Ally will not use any Confidential Information of CLEAResult for any purpose other than as needed by Trade Ally to perform Trade Ally’s obligations in the Program. Trade Ally will hold all Confidential Information of CLEAResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent Trade Allies who: (a) have a “need to access” such Confidential Information for the purpose of promoting the Programs, which purpose will not include any other services or offerings or purpose whatsoever; ; (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Trade Ally is required by law to disclose Confidential Information, Trade Ally will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Trade Ally will comply with the Data Security Policy, attached and incorporated as Exhibit A. The term “**Confidential Information**” means all Customer data and all information and materials relating to CLEAResult’s business, in whatever form or medium, disclosed to or received by Trade Ally, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,” including, but not limited to, all Program toolkits and applications (e.g., iManifold, Testo), and all summaries and notes prepared by or on behalf of Trade Ally, except that “Confidential Information” does not include any information that Trade Ally demonstrates: (i) has become generally available to the public without breach of this Agreement; and generally available to it through sources independent of Trade Ally’s communications regarding the Programs (ii) Trade Ally later received from another person who did not violate any duty of confidentiality; or (iii) Trade Ally developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
4. **PROGRAM PROVISIONS AND SUPPORT.** CLEAResult will provide the Trade Ally with each of the following: (a) Program toolkit (“**Toolkit**”) for use by Trade Ally, up to a limit to be established between the Parties, which is owned by the Program and provided for use only during Trade Ally’s participation in the Program and not to be used outside of providing Program services with the Trade Ally retaining responsibility for replacement costs of any Toolkit components that are damaged, lost or stolen and to be returned to CLEAResult at any time requested by CLEAResult; (b) technical support during regular business hours (holidays excluded) through a toll-free number; (c) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Trade Ally’s personnel, unless otherwise agreed by the Parties; (d) marketing materials to allow the Trade Ally to communicate the benefits of the Program to eligible Customers; and (e) Customer data.

5. **USE OF INTELLECTUAL PROPERTY.** Trade Ally will not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
6. **INSURANCE AND LICENSING.** Trade Ally will provide CLEAResult with all applicable certificates of insurance for itself and any of its subcontractors before performing any work for the Program. Trade Ally will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time a policy required under this Agreement is renewed or modified. Trade Ally will provide CLEAResult with at least thirty (30) days' prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Trade Ally, and its agents and subcontractors, will retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency Programs, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
7. **INDEPENDENT TRADE ALLY.** Trade Ally is an independent Trade Ally in relation to CLEAResult and Sponsor, and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement will not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor will not control or direct the details or the means by which Trade Ally performs any services under this Agreement. Trade Ally will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
8. **INCENTIVE PAYMENT.** Trade Ally acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Trade Ally understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Trade Ally if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. If applicable, Trade Ally agrees that CLEAResult will not make any incentive payment to Trade Ally until CLEAResult receives a corresponding payment from Sponsor.
9. **TRADE ALLY CONDUCT.** Trade Ally agrees to pursue referral leads resulting from the Program's marketing and communications efforts and will make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Trade Ally recognizes that any leads received as a result of the Program's efforts constitute a Program benefit and will be treated as Confidential Information. Trade Ally understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Trade Ally will not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Trade Ally will not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEAResult or the Sponsor. Trade Ally will not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate the Programs incentives for a Customer. Trade Ally will keep a Customer's facility as free as possible from waste materials while performing work. After completing work, Trade Ally will clean the work area, removing all waste materials, tools, and supplies. Trade Ally will not cause damage to a customer's premises. Trade Ally will not knowingly use any defective, second quality, or previously used materials. Trade Ally will not market or sell any unapproved Program(s) and/or measures at the same time and in the same discussions with Customers in which Trade Ally is communicating to potential customers about energy efficiency projects and the Program or use Confidential Information, including Customer lists and contact information, for purposes of marketing or selling any unapproved program and/or measures. At the same time that it is meeting or discussing the Program with Customers, Trade Ally will not promote products or services that are not specifically listed in the Programs manual or approved in writing in advance by Entergy Arkansas. Violations of this Agreement may result in expulsion from this Program and ability to process rebates in any Entergy Arkansas LLC energy efficiency or demand response Program.
10. **AUDITING, MONITORING AND VERIFICATION.** CLEAResult and/or Sponsor will audit and monitor some or all Program services performed by Trade Ally to ensure compliance with Program requirements and to verify the energy savings achieved through the Program. Trade Ally will cooperate with CLEAResult and Sponsor, as necessary. Trade Ally also will remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEAResult or Sponsor may perform, in their sole discretion, quality control on any or all work performed by Trade Ally, with or without notice to Trade Ally, and by any means CLEAResult or Sponsor may select, including accompanying Trade Ally to a Customer's location. Failure of Trade Ally to meet quality standards will be grounds for termination of this Agreement. Trade Ally will use its best efforts to obtain Customer cooperation in allowing CLEAResult or Sponsor access to the Customer's location for this purpose.
11. **MECHANICS LIENS.** Trade Ally will not file any lien or claim against any Customer's property and will keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Trade Ally, and will defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Trade Ally will cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If Trade Ally fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Trade Ally.

12. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Trade Ally, its employees, agents and subcontractor, represent and warrant that: (a) the services performed for a Customer through the Program will be performed in a good workmanlike, skilled, and professional manner; (b) the services will comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Trade Ally's performance of the services will not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Trade Ally is the lawful owner or licensee of any intellectual property, software applications or other materials used by Trade Ally in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Trade Ally is and will remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Trade Ally possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under this Agreement in a prompt, fair, and workmanlike manner; (g) Trade Ally currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Trade Ally will maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records will be made available to CLEAResult within five (5) business days upon request; and (i) Trade Ally will warranty materials provided by Trade Ally and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.
13. **INDEMNITY; LIMITATION ON DAMAGES.** Trade Ally will defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged, ("**Claims**") arising out of Trade Ally's, or its agents or subcontractor, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Trade Ally acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Trade Ally will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law. **CLEAResult AND SPONSOR WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE.** Trade Ally will represent to Customer that all services under this Agreement are provided by Trade Ally alone, and not by CLEAResult or Sponsor. Trade Ally acknowledges and agrees that CLEAResult and Sponsor make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEAResult and Sponsor expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement will be construed to create any duty to, any standard of care with reference to, or any liability to any third party on behalf of CLEAResult or Sponsor. Trade Ally is solely responsible for any damage incurred by Customer as a result of Trade Ally's services under the Program. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section. Trade Ally agrees that CLEAResult will be entitled to set-off, against the amounts that it is required to pay Trade Ally, the amount of any indemnification to which it is entitled under this Section 13.
14. **NOTICE.** Any notice required to be given under this Agreement will be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEAResult will be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Trade Ally will be to the address provided above.
15. **MISCELLANEOUS.** This Agreement will be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, will be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Travis County, Texas, and such courts will be the proper and exclusive forum for any such action. Trade Ally will not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Trade Ally may not delegate or subcontract Trade Ally's duties under this Agreement without the prior written permission of CLEAResult pursuant to the Subcontractor Consent Form, attached and incorporated as **Exhibit B**. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Trade Ally's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement will remain in full force and effect in such jurisdiction and will be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, will not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the Parties and sets forth the entire Agreement of the Parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the Parties.

Trade Ally agrees that its, and any of its subcontractor, collection, management and use of CLEAResult Data, as defined in Section 1 below, during the Term will comply with this Data Security Policy. Capitalized terms not defined in this Data Security Policy are as defined in the Trade Ally Participation Agreement between CLEAResult and Trade Ally (the “Agreement”).

1. CLEAResult DATA. CLEAResult Data will mean:
 - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Trade Ally by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and
 - b. Any account number, forecast, or other similar information disclosed to or otherwise made available to Trade Ally.
2. USE AND STORAGE OF CLEAResult DATA.
 - a. Trade Ally may receive CLEAResult Data for the purposes of performing its obligations under the Agreement . Subject to the terms of the Agreement, CLEAResult grants Trade Ally a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement with respect to promoting the Programs during the Term. Trade Ally will disclose CLEAResult Data only to its employees with a need to access such CLEAResult Data for the sole purpose of promoting the Program, which purpose will not include any other services or offerings or purpose whatsoever. Trade Ally agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information and in no event to a degree less than called for under the Agreement.
 - b. Trade Ally agrees that CLEAResult Data will not be (i) used by Trade Ally for any purpose other than that of performing Trade Ally’s obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Trade Ally, or to representatives of Trade Ally who are promoting programs and measures besides the approved Program(s) and/or measures that are the subject of the Agreement (iii) commercially exploited by or on behalf of Trade Ally, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
 - c. Trade Ally will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data (“**Privacy and Data Security Law**”), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Trade Ally privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Trade Ally in writing.
 - d. Trade Ally will not store, maintain or process any CLEAResult Data outside the country.
 - e. Trade Ally will not store, maintain or process any CLEAResult Data in any cloud service or facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.
3. CLEAResult SYSTEM ACCESS. Trade Ally agrees that it may have access to CLEAResult Data on CLEAResult’s network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the “CLEAResult Network”), solely for the purpose of promoting the Programs and meeting Trade Ally’s obligations under the Agreement. Trade Ally agrees that access for any other purpose, whatsoever, including or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Trade Ally is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the CLEAResult Network. Trade Ally agrees that any use of the CLEAResult Network will be solely for necessary business purposes consistent with the provisions of the Agreement. In accordance with CLEAResult’s existing network usage policies, Trade Ally and its employees will not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable “ready to run” files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Trade Ally’s use of the CLEAResult Network. Trade Ally further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Trade Ally agree that, in the event of a breach or threatened breach of this Section, CLEAResult will be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Trade Ally’s access to and use of the CLEAResult Network at any time, for any reason, without penalty and without notice to Trade Ally.
4. SECURITY CONTROLS.
 - a. In addition to any other requirements set forth herein, Trade Ally will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.
 - b. In addition to the specific requirements of this Section, Trade Ally will develop, implement and maintain a comprehensive data and systems security program (“**Security Program**”). Such Security Program will include, but will not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:
 - i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;

- ii. Password protected workstations at Trade Ally's premises, any premises where the Trade Ally is performing its obligations under the Agreement, and any premises of any third party who has access to CLEARResult Data;
 - iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEARResult or their customers; and
 - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEARResult Data including, but not limited to, restriction of physical access to CLEARResult Data, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the current standard requirements in the industry.
- c. CLEARResult will have the right to monitor Trade Ally's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEARResult or its authorized representatives may inspect Trade Ally's facilities and equipment and any information or materials in Trade Ally's possession, custody or control, relating in any way to Trade Ally's obligations under this Section.
 - d. In the event, CLEARResult determines Trade Ally has not complied with this Section, CLEARResult will provide written notice to Trade Ally describing the deficiencies. Trade Ally will have sixty (60) calendar days from receipt of such notice to cure. If Trade Ally has not cured the deficiencies within sixty (60) calendar days, CLEARResult may cancel the Agreement without further notice.
5. SECURITY MAINTENANCE.
- a. Prior to CLEARResult's first transfer of CLEARResult Data to Trade Ally, Trade Ally will provide CLEARResult with documentation satisfactory to CLEARResult that it has undertaken a Security Program.
 - b. Trade Ally will provide CLEARResult written notice of any material change in its Security Program.
 - c. Trade Ally and CLEARResult agree to meet upon request of CLEARResult to evaluate the Security Program and to discuss, in good faith, means by which the parties can enhance such protection, if necessary.
 - d. Trade Ally will update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.
6. SECURITY BREACH. Trade Ally will notify CLEARResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEARResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEARResult Data of which Trade Ally becomes aware. Such notice will summarize in reasonable detail the effect on CLEARResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEARResult Data and the corrective action taken or to be taken by Trade Ally. Trade Ally will promptly take all necessary corrective actions, and will cooperate fully with CLEARResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Trade Ally's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEARResult may otherwise deem necessary or advisable.
7. NO WAIVER. The failure of either party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that party, will not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

EXHIBIT B – SUBCONTRACTOR CONSENT FORM

By signing below, _____ (“Trade Ally”) requests and CLEAResult Consulting Inc. (“CLEAResult”) consents to Trade Ally engaging with _____ (“Subcontractor”) to perform services subject to the Trade Ally Participation Agreement, dated _____, between Trade Ally and CLEAResult (the “Agreement”), subject to the terms and conditions of this Subcontractor Consent Form (this “Form”). Any capitalized terms not defined in this Form will have the meaning described in the Agreement.

1. Effective Date. This Form is effective upon signature by both parties.
2. Trade Ally Warranty. Trade Ally represents and warrants that Subcontractor will not perform any Work until Subcontractor has signed a written agreement to meet the obligations of Trade Ally under the Agreement. Trade Ally will remain liable to CLEAResult and Sponsor for any failure of Subcontractor to comply with the Agreement.

Subcontractor Insurance. Trade Ally will provide to CLEAResult a certificate of insurance for Subcontractor that meets the requirements of the Agreement, including but not limited to each minimum coverage amount specified in the Agreement and including CLEAResult as an additional insured.

CLEAResult

Trade Ally

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix C: Timeline of Projects

1. **Submitted Projects – 20 business days**
 - Pre – Inspection (QC /QC) – 2 business days to respond, and determine if more information / documents are needed.
 - Pre – Inspection– CLEARResult will have 5 days to add to the Queue, and an additional 10 business days to complete pre – inspection service
 - Incentive Reserved – 3 business days to complete and send email to Trade Allies confirming incentive reservation
2. **Upon project completion -15 business days**
 - Trade Ally notifies program team of project completion and submits documentation for review: final invoicing and cut sheet review. If complete project will be added to post inspection queue-5 business days.
 - Post – Inspection (QA /QC) CLEARResult will review post pics and review post inspection notes and perform project reconciliation (if necessary), 10 business days to complete if project passes post inspection. If a failure occurs, project reverts to step previous step.
3. **Incentive Approval and Processing - 20 business days**
 - CLEARResult receives Entergy Approval – 10 business days
 - CLEARResult issues check – 10 business days