



# 2025 Program Manual Small Business

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## Program overview

### Program description

The Entergy Arkansas portfolio of business solutions programs includes attractive value propositions and provides energy-saving opportunities for Entergy Arkansas's small business customers. The small business program (program), one of the programs within that portfolio, offers multiple participation opportunities for commercial customers that have peak electric demand of less than 100 kilowatts (kW).

This program is designed to help Entergy Arkansas's small business customers achieve electricity savings through assessments conducted by local trade allies. Trade allies will help small business customers analyze their facility's energy use, identify energy-efficiency improvement projects, and install cost-effective energy-saving measures. Small business customers may receive no cost energy assessments and direct installed measures as well as rebates for eligible energy-efficiency measures that are installed in their business.

### Program objectives

- Achieve electricity savings by using local trade allies to make efficiency improvements.
- Help Entergy Arkansas small businesses understand how their business is using energy, identify opportunities for energy savings specific to their facilities, and prioritize a wide range of energy conservation measures.
- Transform these markets over time by addressing the following market barriers that hinder the adoption of energy efficient technologies and practices:
  - Small business owners may not have the technical expertise or time to devote to energy-efficiency improvements, particularly since most of these businesses have few, limited staff, most of which do not necessarily have adequate time or resources to focus on sound energy management.
  - Limited ability to effectively access and procure energy-efficiency services that can be easily delivered; most small businesses do not have the benefit of being targeted by energy service companies (escos), lighting distributors, and other market actors who help facilitate energy management.
  - Most small businesses have limited access to investment capital, meaning that first cost can be a significant barrier for efficiency upgrades without intervention or support from external sources.
- Develop a trained group of trade allies capable of providing whole-facility energy services in the market.
- Provide a suite of educational and supporting services for customers and trade allies to promote the implementation of energy-efficiency measures.

## Program management & contacts

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Energy Efficiency Solutions Center ("ESC")

Phone: 1-877-212-2420

## Program roles & responsibilities

**Program sponsor:** Entergy Arkansas, LLC

Website: <http://www.entergyarkansas.com/smallbusiness>

- 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 is 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 TRM 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: CLEAResult

- Performs outreach and education about the energy efficiency program.
- Provides energy efficiency assistance to program participants (at no cost).
- 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: 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.)

- Work with program trade ally to schedule a facility assessment.
- Submit a project application to reserve incentives for qualifying energy efficiency projects.
- Exert best efforts to approve, fund, install and report selected projects before the end of the program year.
- Contact the program implementer when projects are completed and allow staff to perform a post-inspection.
- Provide program implementation staff, including quality assurance/quality control and evaluation staff, access to facilities and facility supervisors both before and after project completion. These staff members may conduct an inspection of the baseline and/or the post-retrofit conditions as required.

### **Trade ally:**

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

- Execute the trade ally agreement.
- Complete required training(s) 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.
- Coordinate with program implementation staff to verify customer eligibility and define the scope for the energy efficiency project.
- Share with program staff adequate project information on proposed projects to allow the calculation of energy savings and incentives for the program participant.
- Provide program staff with sufficient project information to calculate and record the potential participant energy savings and participant incentives.
- Coordinate verification of the pre-inspection data provided to the program implementer is correct and validate accuracy of the savings and incentives as calculated by the implementer's staff or the tools provided by the implementer.
- Install eligible energy efficiency measures and submit appropriate documentation as requested by program implementer.
- Perform all work to the required standards of the program.

## **Program eligibility**

### **Customer eligibility**

To participate in the program, the customer:

- Must be a commercial customer of Entergy Arkansas with a valid account number.
- Must have total electric demand less than 100 kilowatts (kw).

### **Trade ally eligibility**

Trade allies of various trades that meet all program qualifications and standards (listed below) are eligible to participate in the program. Trade allies may continue as a part of the program as long as they maintain compliance with all program requirements, achieve satisfactory customer satisfaction scores, and pass quality control inspections and validations.

- To participate, trade allies must sign a trade ally agreement, and attend online, on-site, and in-field training as required to comply with program guidelines. Follow-up training will be provided as needed to ensure trade allies proficiency. Trade allies will not be included on the program's website until they demonstrate proficiency in the skills required to be a trade ally in the program. To participate in the program, customers are required to use trade allies. Details on the training, tools, and performance are listed below:
- Technical requirements
  - Understanding of basic building science principles.
  - Completion of program-required best practices training(s).
  - Provide proof of appropriate and required licensing.
- Business requirements
  - 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, credit.
- Confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens or judgments.
- Tools
  - To ensure that all materials are installed to manufacturer specifications, trade allies must own, use, and maintain all tools used.
- Quality performance
  - To maintain trade ally eligibility, the trade ally, upon request from CLEAResult, and at no additional cost to the customer, 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 CLEAResult. 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 drive energy efficiency in the Entergy Arkansas service territory. Any program documentation collected for a proposed project within the Entergy Arkansas programs will be treated with care 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 and obviously 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 project, for program purposes, is defined as proposed measure at one facility owned and/or operated by the customer.

All measures must 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.
- New equipment must exceed minimum equipment efficiency standards.

Qualifying small business customers who participate in this program may be eligible for some or all of the following services and/or measures:

- Energy assessment performed by either a trade ally or CLEAResult.
- Direct installed equipment including, but not limited to, pre-rinse spray valves, low flow faucet aerators, low flow shower heads, weather stripping, PTAC seals, auto door closers(note: pre-rinse spray valves, faucet aerators, and low flow shower heads are for customers with electric water heat only).
- Lighting measures such as:
  - High-efficiency interior lighting.
  - Interior lighting controls.
  - High-efficiency exterior lighting.
  - Refrigerated case lighting.
- Refrigeration measures such as:
  - Electronically commutated motors (ECMs).
  - Anti-sweat heater controls.
  - Novelty cooler shut-off controls.
  - ECM controls.
  - Gaskets and strip curtains.

**Figure 1: Incentive levels**

Small business incentive matrix (per kwh)	
Measure type	Rates (per kwh)
All lighting (including refrigeration lighting)	\$0.20
Interior lighting controls	\$0.20
HVAC replacement	\$0.20
Direct install*	Full cost
Window film	\$0.35
All refrigeration**	\$0.30
Duct sealing***	\$0.35
Ceiling insulation***	\$0.35
Mission-Based	\$0.25

*Note: project incentives other than direct install measure or refrigerated gaskets and strip curtains will be capped at 100% of the total incremental project costs. Any additional measures approved by the program will be paid at a rate of \$0.20 per kwh.*

*\*pre-rinse spray valves, low flow faucet aerators, low flow shower heads, weather stripping, PTAC seals, and auto door closers.*

*\*\*refrigeration savings other than gaskets and strip curtains in the program will be capped at 300,000 kwh for the current program year. Once the cap has been met, refrigeration savings will be paid at a rate of \$0.20 per kwh.*

*\*\*\*converted residences only*

**Figure 2: Program measures**

Measure type	
<b>Lighting retrofit</b>	<p>Lighting retrofit projects replace inefficient lighting systems with more efficient lighting systems. A variety of high-efficiency fixtures, ballasts and lamps produce equivalent light levels as previous technologies while consuming less energy.</p> <p>For instance, T8 fluorescent lamps and electronic ballasts can be replaced with more efficient lighting systems such as qualified led lamps or fixture. Metal halides may be replaced with systems such as t5 fluorescent lamps with electronic ballasts or compact fluorescents.</p> <p>There are a variety of lamp and ballast combinations that are eligible for this program depending on the current technology installed at a facility.</p>
<b>Lighting controls</b>	<p>Automatic lighting controls save energy by turning off or dimming lights when they are not necessary. Many different varieties of sensors are available including passive infrared (pir), dual-technology, integral occupancy sensors, photocells, which can be coupled with a variety of control strategies including day lighting controls; occupancy controls timer controls and time clocks.</p> <p>For certain conditions, light reduction and automatic controls are mandatory for new construction and affected retrofit projects.</p>
<b>Exterior lighting</b>	<p>Energy-savings opportunities exist for all major exterior lighting applications including parking lots, streets and roadways, and other building mounted lighting.</p> <p>Energy-savings opportunities apply to both improved lighting performance and enhanced control strategies. For example, retrofitting less efficient hid technologies with led lighting and occupancy-based technology are good candidates for exterior applications.</p>
<b>Refrigeration</b>	<p>There are a number of refrigeration measures that are eligible for upgrades or replacement in Entergy Arkansas programs:</p> <ul style="list-style-type: none"> <li>▪ Gasket replacement.</li> <li>▪ Strip curtains.</li> <li>▪ Evaporator fan retrofits.</li> <li>▪ Novelty cooler controls.</li> <li>▪ Evaporator fan controls.</li> <li>▪ Anti-sweat door heater controls.</li> </ul>



<b>Ceiling insulation (converted residences only)</b>	Existing businesses with insufficient levels of insulation have the opportunity to increase the insulation R-value to R-30. Insulation savings and incentive amounts are based on a per square foot of treated ceiling area.
<b>Duct sealing (converted residences only)</b>	Duct sealing will seal leaks that exist in supply and return ducts of existing homes. Duct pressurization or a blower door test is required before and after the measure installation. Only pre-approved sealing materials will be allowed by the program.
<b>HVAC replacement</b>	For existing buildings, inefficient (non-energy star) heat pumps and air conditioning units are eligible to be replaced with energy star qualified units.  Eligible units for replacement include small split system and single package air conditioners and heat pumps.
<b>Retro-commissioning lite (RCX lite)</b>	This is a prescriptive approach to building automation services developed to better meet the needs of the small and medium businesses. The program identifies “find and fix” measures to improve building operation with savings that are calculated within RCX lite workbook. Trade allies will be trained to perform the RCX lite surveys, enter the information into the RCX lite workbook, make the repairs and submit to the program for approval and incentive.
<b>CoolSaver AC Tune-up</b>	Program-required test data is measured and collected by a qualified technician. Pending customer approval, typical improvement measures include: airflow correction, cleaning of indoor blower, evaporator coils and condenser coils, and correction of refrigerant charge using program-required tools and procedures.
<b>Core CEI</b>	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.
<b>Mission-Based</b>	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.

## Non-cash benefits

During an energy assessment, the trade ally and/or the program implementer will identify opportunities for the program to direct 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 small business customers have electric water heaters.

Direct install measures (low flow faucet aerators, pre-rinse spray valves, vending misers, auto door closers, low flow shower heads, weather stripping, and PTAC seals).

### Low flow faucet aerators



Low flow aerators reduce the amount of water used in older hand washing faucets while reducing the energy needed to heat the water.

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### Pre-rinse spray valves



Pre-rinse spray valves are used in commercial or institutional kitchens to remove food waste from dishes prior to cleaning in a dishwasher. The program installs pre-rinse spray valves with a flow rate of 1.25 gpm, which offers both high performance and substantial energy savings.

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### Auto Door Closer



Hydraulic door closer ensures cooler door firmly shuts and seals.



Low-flow showerheads and handheld showerheads use pressure compensating technology to ensure the feeling of great force while using less water. Typically, these showerheads use up to 40% less water; thus, reducing the amount of energy needed to heat the water.



Weather stripping is used to seal doors against drafts and leaks. It is available in different sizes and colors and is made for all types of doors.



Expanding weatherstripping used to seal Ptac to wall sleeve.

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## Proposal requirements

A project is defined by a set of proposed energy savings measures included in a single proposal. Comprehensive projects that include a range of measure types are encouraged. A proposal will be completed by the trade ally and sent to the customer for review and approval to move forward with the project(s).

All projects must meet the following requirements:

- Project costs: projects must pass a cost-effectiveness test to receive incentives. In order to comply with this requirement, all project costs are needed by the program implementer before the project starts. This includes the cost of installation and the equipment cost.

## Application process

Upon receipt of a signed proposal, the program implementer will review the proposal for completeness and eligibility, and then process the rebate for distribution to the trade ally. If oversubscription to the program should arise, customers will be placed on a waiting list in the order in which the signed proposals were received.

## Incentive payment process

The trade ally is responsible for meeting all of the submission requirements for an eligible rebate to be processed and paid.

- A proposal is deemed eligible if it is:
  - Complete, containing all indicated signatures and other necessary information.

- Legible.
- Submitted with a verified Entergy Arkansas account number.
- Submitted with all necessary accompanying documents.

CLEAResult will pay eligible small business rebates within 30 days of submittal of all necessary documentation.

CLEAResult will pay verified rebates to the appropriate party (typically, to the trade ally after said trade ally has provided an instant rebate to their customer).

## Limits on participation

- Once the incentive budget for the current year is expended, a waiting list will be established for program participation in the following program year.
- If oversubscription to the program occurs, customers on the waiting list may be able to reserve incentive funding for the current program year if other projects are cancelled and funds become available. Otherwise, they will be eligible to reserve funding through the next program year if they choose.

## Participation process

### Overall program process

Primarily, small business customers enter the program as a result of sales calls or promotions from trade allies.

As a secondary source of customer recruitment, the program will market and promote the program directly to small business customers. For customers who initiate contact with the program (both by calling the energy efficiency solutions center and/or visiting the program website), recommendations will be provided for trade allies who work in the customer's geographic area.

The program focuses on recruiting and training local trade allies to perform eligible energy-efficiency services, including facility energy assessments and eligible direct install and prescriptive measures. Trade allies are required to abide by program guidelines, including best practices for identifying and installing qualifying measures. In addition to technical trainings, trade allies will also learn how to navigate the program to ensure effective participation as well as sales techniques for promoting and closing projects.

Once a trade ally has enrolled in the program and completed the required trainings, he or she may begin promoting the program to his or her small business customers. Trade allies are required to call the program implementer in order to qualify individual customers as both a small business and an existing Entergy Arkansas electric customer.

After the customer is qualified, the trade ally completes an energy assessment of eligible facilities. As part of this assessment, trade allies will identify eligible program measures within the customer's facility. The trade ally provides each customer with a list of recommended energy-efficiency improvements, including both direct install and prescriptive measures. The customer has the opportunity to approve individual measures for installation and the trade ally then proceeds with the agreed upon work.

The small business program requires trade allies to provide customers with an instant rebate for the work being performed. The instant rebate is intended to minimize cost barriers for small business customers and generate additional sales for trade allies. This rebate must be specifically identified as a line item on the trade allies' invoice, which is submitted with the project application.

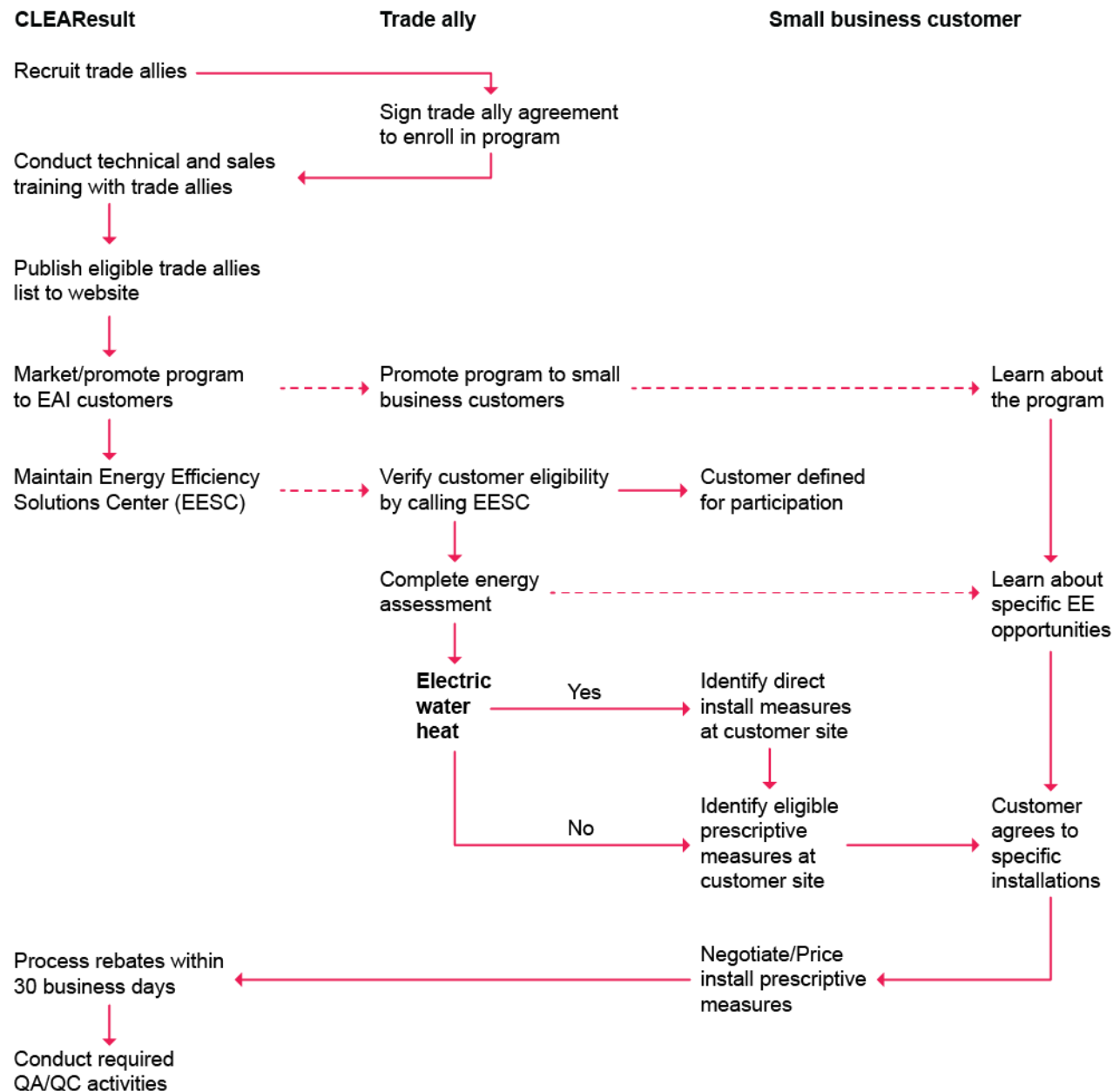
Once the work is completed at the customer site, the trade ally must secure all the appropriate information and signatures from the customer, and then submit required documentation to the program for review. The program will process incentive checks for the trade allies within 30 business days of receipt of the necessary information, subject to customer and measure eligibility. Before payment, the program may elect to complete a post-installation inspection on a random sample of projects. Program metrics are subject to annual review based on regulatory requirements, independent evaluation and verification, and other circumstances outside the control of the

program. Reporting requirements and other documentation could change based upon this review.

Program participants may be contacted by an independent third party evaluator in the year immediately following the year of participation for the purposes of project verification and evaluation.

The diagram below describes the participation process and the steps required of the program implementer, trade allies, and small business customers in order to take advantage of the incentives and services available through the program.

## Entergy Arkansas, Inc. Small Business Program – Participation process



## Quality management system

### Quality assurance

#### **(QA) Program process trainings**

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.

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#### **(QA) Application review**

Incomplete proposals will be rejected and sent back to you for completion. You may not receive a reservation of incentive funding notice until the proposal is completed appropriately and confirmed by the program implementer.

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### Quality control

#### **(QC) pre/post-installation inspections**

We will inspect 100% of the largest 10% of projects identified by kwh savings values. For small business, that would mean any single project/account estimated over 60,000 kwh savings will be inspected. We will inspect 10% of all other projects/accounts under 60,000 kwh. Each trade ally will have a minimum of 10% 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% of their projects inspected. Any project determined to have errors or discrepancies +/- 5% 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 determined by the program implementer.

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## Customer communication

Program contacts

CLEAResult - program implementation contractor

- Customer service: **1-877-212-2420**
- Email: **entergyarsmallbusiness@CLEAResult.com**

Entergy – Entergy Arkansas program manager

- Beau Blankenship – Entergy Arkansas

## Trade ally performance standards

- Probation and/or suspension.
- Program implementer will handle issues that may require a trade allies' probation, suspension, or program exclusion on a case-by-case basis.
- Trade ally acknowledges that failure to follow program requirements and procedures, including processing of required documents, will result in a forfeiture of rebate redemption and possible disciplinary action.
- Program implementer may suspend or terminate trade allies' participation in the program for any reason, including failure to maintain the requirements set forth in this document. In all cases involving a trade allies' participation status, or denial of coupon redemption, program implementer's written decision is final. It is further understood that the trade ally can suspend or terminate the agreement at any time.
- Entergy Arkansas and program implementer are not responsible for any costs incurred by the trade ally prior to probation or suspension from the program.

## Ethics/fair business practices

- The trade ally acknowledges that participation in the program is a privilege.
- Trade ally should not employ as a sub-contractor any firm that has been suspended or terminated from this program or any other Entergy Arkansas or program implementer program without Entergy Arkansas' or program implementer's prior written permission.
- Trade ally should not directly or indirectly disparage another trade ally; this includes, but is not limited to, in conversation with a customer or in print.
- Trade ally should treat program clients fairly and respectfully, and deliver promised services in a timely and responsible manner.
- Trade ally should properly represent his or her relationship to Entergy Arkansas and program implementer (i.e. The trade ally is an independent contractor and a customer in Entergy Arkansas' Program). Furthermore, the trade ally should not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.
- Trade ally commits to follow-up communication with each customer to ensure customer satisfaction.
- Trade ally will provide prompt, courteous and reliable service, while attempting to perform services at the customer's convenience, including the initial phone call, setting appointment times, and follow-up visits.

## Customer service

It is the goal of Entergy Arkansas and program implementer to provide the highest quality service and to maintain a high level of customer satisfaction with all aspects of the program. Some elements of high quality service include:

- Professionalism: all members of the program staff are expected to respond professionally to customer inquiries at all times.
- Reliability: always provide accurate, up to date information to customers. Be sure that follow up activities are completed as promised.
- Responsiveness: have all program or related information available for customers. Obtain and relay answers to program related requests quickly.

## **Customer service policies**

To achieve the high levels of customer satisfaction demanded by this program, the following customer service policies must be followed at all times:

- Do not smoke on customer premises.
- Do not contact customers in any way under the influence of drugs or alcohol.
- Do not engage in unethical behavior or practices.
- Look and act professionally.
- Treat customers with respect. The ultimate goal of this program is zero customer complaints. However, you should always notify the program manager if anything occurs that might have upset a customer.
- Do not give out incorrect information. If you cannot answer a question, inform the customer and get back to them with the correct answer.
- Maintain the confidentiality of customer information.



## 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. Inclusion of a trade ally 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 product(s) provided or work(s) performed by any trade ally or by any such trade allies' 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, 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 trade allies 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 allies breach of any provision of this agreement (b) such trade allies 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 1 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 trm (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 (FAQs)

### As a small business customer, why should I participate in this program?

There is a long list of potential benefits including:

- Energy-efficiency is considered a low risk, high return investment.
- Begin saving money on your energy bills right away.
- Increase the comfort and productivity of your facilities.
- Enhance sales and/or customer satisfaction.
- Uncover hidden problems.
- Improve the environment.
- Take advantage of government incentives.
- How do i initiate participation in the small business program?

If you are small business customer, please call the energy efficiency solutions center at **1-877-212-2420**.

### What can I do to prepare for my energy assessment?

Make a list of any existing problems such as condensation and uncomfortable or drafty rooms. Have copies or a summary of the facility's yearly energy bills if possible. Be prepared to answer the following questions during your assessment:

- What are the typical operating hours for the facility?
- How many people work at the facility? What is the typical occupancy?
- Are there any special energy uses associated with the business?
- Are there any comfort or maintenance issues that have already been identified?
- How much are we willing to invest in order to start saving now?

## Appendices

<b>Appendix A</b>	Proposal Example
<b>Appendix B</b>	Trade ally agreement
<b>Appendix C</b>	Timeline of projects

## Appendix A: Proposal Example



BY ENTERGY ARKANSAS  
**ENERGY ARKANSAS CUSTOMER PROPOSAL**

**Sample Smith**  
**1 Office Way**  
**Sample, AR 72212**  
**January 15, 2024 at 2:51 PM**

Dear Sample Smith,

The Entergy Arkansas - Small Business Energy Solutions Program is pleased to present this Project Summary for the equipment survey and/or installation of direct install measures performed at your facility by John T. Ally.

The Project Summary outlines your facility's energy saving opportunity in Entergy Arkansas - Small Business Energy Solutions. To encourage your business to install more energy efficient equipment, this program could pay a substantial portion of the project costs (all direct install related costs have been covered 100% by the Entergy Arkansas - Small Business Energy Solutions Program). The amount paid is based on the energy reduction (kWh) for your project.

The existing equipment at your facility may need to be verified prior to the installation of your new energy efficient technologies. Program staff will coordinate this with you, so that it is scheduled at your convenience. Once the installation is complete, verification of the installed equipment by a program representative is necessary. You are not obligated to pay your portion of the project cost until installation is completed and verified.

### Non-Binding Agreement:

By signing this agreement, you are reserving incentive funding as identified in the Project Summary. You are not bound to complete the measures listed in the Scope of Work. If you decide not to complete some or all of the measures identified in the Scope of Work, the reserved incentive funds associated with the uncompleted projects will no longer be reserved. For direct install measures, you have 30 days to contact the Entergy Arkansas staff to request the original equipment be returned to you.

If you have any questions related to the program, the installation, or have questions about this agreement please contact John T. Ally or the program representative listed below:

Entergy Arkansas Small Business Energy Solutions Program Representative:

OPEN Support

[open.support@clearesult.com](mailto:open.support@clearesult.com)

501-221-4093

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,

John T. Ally

## Project Savings Summary

### Customer Information:

Sample Smith, Sample Smith, Sample Smith, 1 Office Way, Sample, AR 72212

### Trade Ally Information:

John T. Ally, ABC Trade Ally, 1 Trade Ally St.

### Project Savings\*

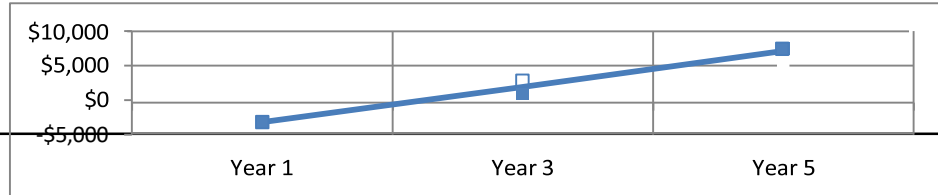
Estimated kWh Savings: 27,676.62600

Initial: \_\_\_\_\_

*\*Savings are based on utility rate of \$0.076/kWh.*

The table below shows a brief overview of your estimated return on investment as well as the estimated annual savings that may be realized from the installation of the energy-efficient equipment.

1 Year Savings:	-\$2,361.25
3 Year Savings:	\$1,845.59
5 Year Savings:	\$6,052.43



### Annual Carbon Impact

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

19.08 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

3.98 passenger vehicles

15.90 acres of forest

2.86 homes

## PROGRAM PARTICIPATION AGREEMENT

Entergy Arkansas has contracted with CLEAResult to sponsor, promote and administer the Entergy Arkansas - Small Business Energy Solutions Program. Sample Smith, (herein referred to as "participant") recognizes that it is a willing participant of these programs, which are designed to help reduce Entergy bills, freeing up operating dollars for other needs. This participation agreement reflects the voluntary collaboration between your organization and the Entergy Arkansas-sponsored Large Commercial & Industrial, CitySmart and Small Business programs. The terms below detail the general commitments of the participant in order to improve the energy efficiency of their facilities.

Please note that specific terms and conditions of each program are more fully described in the program manual. Applicable program manuals will be available for the participant once the program administrator has selected the appropriate program options for a specific participant. The program administrator agrees to provide services to the participant with the understanding that the participant will exert its best efforts to implement costeffective energy efficiency recommendations. Projects submitted to the program must be completed by Dec. 9 of the current program year to receive incentive funds and allow time for post installation inspections unless program funding has been exhausted prior to that time.

### TO PARTICIPATE IN THESE PROGRAMS, YOU WILL NEED TO UNDERSTAND AND AGREE TO THESE TERMS:

1. Participant acknowledges that the appropriate program manual will be made available and that they will abide by the terms and processes set forth in this document.
2. Participant will identify a contact person to work with the program throughout the term of this agreement. He or she will work with the program to identify, assess and implement costeffective energy efficiency measures.
3. The programs will reserve incentive funds for eligible energy-saving projects and will pay the participant monetary incentives based on projects completed within each program year.
4. Participant will make its best effort to complete and submit relevant project application forms, including necessary supporting documentation for each project, in a timely manner. The project application process is required in order to reserve financial incentives for projects.
5. Participant will allow the program to use participant's name to promote enrollment to entities, including the general public, potential program participants, utilities, as well as federal, state or local entities.
6. Participant acknowledges that, as part of its participation in this program it waives the right for the self-direct option during the five years following the receipt of its incentives and/or direct install equipment.
7. Participant acknowledges that, as part of its participation in this program, it will maintain eligibility to receive program services and incentives for a period of five years from the date the participant receives the incentives for completed energy-saving projects and/or direct install equipment installed at their organization.

### DISCLAIMER:

The selection of a participating 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 trade ally in the participating 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 participating 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 participating trade ally, by any such participating 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 the participant's 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.

#### CUSTOMER ACKNOWLEDGEMENT:

I acknowledge that by signing below I commit to having incentive funding reserved for the measures specified in the Scope of Work. I agree to allow pre- and post-inspections before and after installation when requested by the program representative. I understand that if this survey was prepared by program staff, that I am responsible for hiring the installing trade allies. I understand that I will be liable to pay the trade ally the Customer Costs specified in this Project Savings Section if I decide to proceed with installation. Project costs and incentive amounts noted in this Project Summary are estimates, and under all circumstances are subject to validation from the Entergy Arkansas administrators prior to being authorized to begin construction. I agree to allow my account information and data to be used by John T. Ally and by program staff. I acknowledge that I have read and understand the above disclaimer.

By endorsing below, your organization accepts this agreement with Entergy Arkansas. If your organization wishes to end its participation in the program, it may do so at any time by providing the program administrator written notice of its intentions.

Customer Name: Sample Smith

Customer Company Name: Sample Smith

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

#### TRADE ALLY ACKNOWLEDGEMENT:

I acknowledge that by signing below I have committed to providing the equipment installation specified in the Scope of Work to industry best practice standards. Installed equipment will carry manufacturer's warranty, including optional extended warranty coverage if requested by the customer as a part of this agreement. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Section without express written consent from the customer.

#### SURVEYOR AND DIRECT INSTALL ACKNOWLEDGEMENT:

I acknowledge that by signing below I have identified the surveyed measures and/or installed the direct install measures specified in the Scope of Work as opportunities for energy efficiency improvements.

Trade Ally Name: John T. Ally

Trade Ally Company: ABC Trade Ally

Trade Ally Signature: \_\_\_\_\_

While the trade ally is solely liable for all work performed and associated with this project, representatives from Entergy Arkansas are available to assist you by answering questions or addressing your concerns regarding the program or this project.

If you have any questions related to the program, the installation, or have questions about this agreement please contact the trade ally, surveyor or the program representative listed below.

Entergy Arkansas Small Business Energy Solutions Program

Representative:

OPEN Support

open.support@clearesult.com

501-221-4093

1/15/2024

v23.1.0



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:

1. **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 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 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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 NONINFRINGEMENT. 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.
7. **INDEMNIFICATION; LIMIT ON LIABILITY.** 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.
8. **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 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.

9.

## Appendix B: Trade Ally Agreement Example

<b>COMPANY INFORMATION</b>			
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:	
<b>CERTIFICATION(S) &amp; EXPERIENCE</b>			
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	
<b>BUSINESS CAPABILITY:</b>			
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 <b>TWO</b> 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			
<b>Banking Reference:</b>			
Email:		Phone:	
Address:			
<b>Reference/Principal Name 1:</b>			
Email:		Phone:	
Address:			
<b>Reference/Principal Name 2:</b>			
Email:		Phone:	
Address:			
<b>Reference/Principal Name 3:</b>			
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"> <li>Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence</li> <li>Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit</li> <li>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</li> </ul> <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 CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. CLEAResult 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 CLEAResult, 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 CLEAResult.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> Trade Ally certificate of insurance is attached

## Program Overview

CLEAResult 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. CLEAResult is in the business of implementing energy efficiency Programs funded by utility customers such as Entergy Arkansas's customers. CLEAResult 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](mailto:tasupport@clearesult.com)

Mail: Entergy Arkansas Commercial Programs

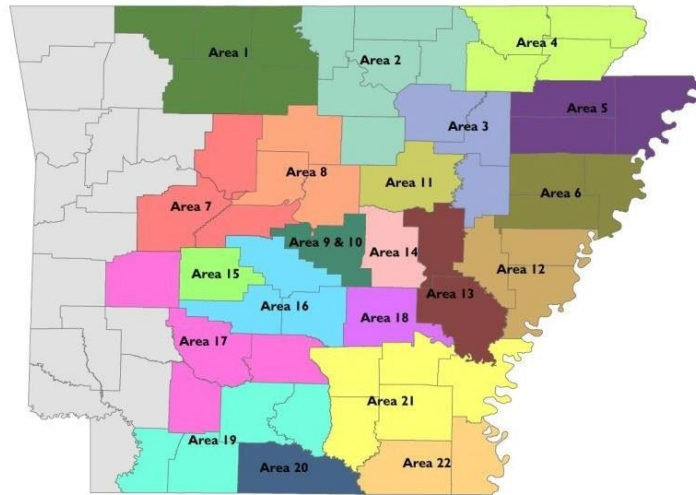
CLEAResult (ATTN: Trade Ally Specialist) 1 Allied Drive Suite  
1600  
Little Rock, AR 72202

**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 CLEAResult 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.

<b>TRADE ALLY AGREED AND ACCEPTED</b>	
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:
<b>CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED</b>	
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, Crockett's Bluff, Datto, DeWitt, Dell, Gillett, Gosnell, Greenway, Hoxie, Imboden, Knobel, Lake City, Leachville, Luxora, Manila, Marmaduke, Monette, Peach Orchard, Pocahontas, Portia, Powhatan, Ravenden, Rector, Reidell, 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, Vann Dale, 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, Wabbaseka
<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 of 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 CLEAResult Data;
  - iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers; and
  - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult 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. CLEAResult 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, CLEAResult 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, CLEAResult determines Trade Ally has not complied with this Section, CLEAResult 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, CLEAResult may cancel the Agreement without further notice.
5. SECURITY MAINTENANCE.
- a. Prior to CLEAResult's first transfer of CLEAResult Data to Trade Ally, Trade Ally will provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.
  - b. Trade Ally will provide CLEAResult written notice of any material change in its Security Program.
  - c. Trade Ally and CLEAResult agree to meet upon request of CLEAResult 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 CLEAResult 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 CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Trade Ally becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult 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 CLEAResult 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 CLEAResult 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

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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– CLEAResult 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) CLEAResult 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**

- CLEAResult receives Entergy Approval – 10 business days
- CLEAResult issues check – 10 business days