



M-RETS OPERATING SYSTEM
TERMS OF USE SCHEDULE C DECLARATION OF AGENCY

This Declaration of Agency (“Declaration”) is made this _____ day of _____ by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ Subscriber Agent”).

RECITALS

WHEREAS, The Midwest Renewable Energy Tracking System, Inc. (“M-RETS”) is the entity that developed and operates the M-RETS Operating System (the “M-RETS System”), a software application program that creates an electronic record of generation data representing all of the Attributes (as that term is defined in the Terms of Use) from one MWh of electricity generation from a Generating Unit registered with the M-RETS System (“Certificate”) or a Certificate imported from a compatible certificate tracking system to uniquely define generation attributes;

WHEREAS, Principal is a subscriber to the M-RETS System and has entered into an agreement with M-RETS by accepting the Terms of Use located at <http://www.mrets.org> or is an entity whose Attributes data are contained in the M-RETS System;

WHEREAS, Principal desires to hire and/or contract with Subscriber Agent to access the M-RETS System on its behalf;

WHEREAS, Subscriber Agent and/or Principal may have access to certain confidential information and materials contained in the M-RETS System (the “Confidential Information”); and

WHEREAS, such access to the M-RETS System by the principal and/or Subscriber Agent is governed by rights and obligations established by or under the Terms of Use for the M-RETS System, the M-RETS Operating Procedures and such other agreements manuals, and practices of M-RETS, as applicable (the “M-RETS Agreements”).

DECLARATION

NOW, THEREFORE, acknowledging that M-RETS will rely on the truth, accuracy and completeness of the declarations made below, the principal and Subscriber Agent declare:

1. Exclusivity of Subscriber Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Subscriber Agent, Subscriber Agent is authorized to act for Principal with respect to all activities with M-RETS regarding Principal’s

Attribute data contained in the M-RETS System, including but not limited to the creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from M-RETS, and paying the Fees due to M-RETS (the "Authorized Rights and Responsibilities"). With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with M-RETS as the Principal's sole and exclusive agent, and M-RETS is authorized to communicate and transact directly and exclusively with Subscriber Agent as the Principal's agent. With respect to Authorized Rights and Responsibilities, the Principal will abide by any direction issued by M-RETS to Subscriber Agent.

2. Specification of Authorized Rights and Responsibilities.

In the following parts (a) through (e), the Principal and Subscriber Agent specify the rights and responsibilities with respect to which Subscriber Agent is authorized to act for Principal, but only to the extent that the Principal has lawful, contractual access to the M-RETS or rights to the Attributes data contained in M-RETS. Specification shall be effective only if both Principal and Subscriber Agent have placed the initials of their authorized representatives in the space provided for each applicable right or responsibility from among the options provided below:

With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with EIS as the Principal's sole and exclusive agent, and M-RETS is authorized to communicate and transact directly and exclusively with Subscriber Agent as the Principal's agent. With respect to Authorized Rights and Responsibilities, the Principal will abide by any direction issued by M-RETS to Subscriber Agent.

(a) Creation and Trading of Certificates

_____ Subscriber Agent is authorized to create Certificates in the M-RETS on the Principal's behalf.

_____ Subscriber Agent is authorized to trade Certificates in the M-RETS on the Principal's behalf.

(b) Data

_____ Subscriber Agent is authorized to provide data required by M-RETS with respect to the M-RETS, including, but not limited to, data required for the preparation of required reports and billing.

(c) Reporting and Communications

_____ Subscriber Agent is authorized to review reports created in the M-RETS for Principal

_____ Subscriber Agent is authorized to communicate with M-RETS in all matters concerning the Principal's Certificate making.

_____ Subscriber Agent is authorized to communicate with M-RETS in all matters concerning the Principal's Certificate trading.

(d) Billing and Payment Responsibilities

_____ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent in any of subparts (a) through (d) of this Section, Subscriber Agent shall be billed for, and shall make payment to M-RETS for, all charges, penalties, costs and fees.

_____ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent above, Subscriber Agent is entitled to receive from M-RETS in Subscriber Agent's account all credits, revenues, distributions, and disbursements.

(e) API

Subscriber Agent is authorized to access Owner level management features via the M-RETS API including, but not limited to adding users, removing users, Generator registration, generation data reporting, Certificate issuance, Certificate transfers, Certificate retirements, and reporting.

The Principal and Subscriber Agent are responsible for keeping their connection to the API up-to-date when M-RETS implements updates to the API.

The Subscriber Agent will only access (or attempt to access) the M-RETS API by the means described in the M-RETS API documentation.

- M-RETS sets and enforces limits on the Subscriber Agent's access to the APIs including limiting the number of API requests. The Subscriber Agent agrees to, and will not attempt to circumvent, such limitations documented.
- The Principal and Subscriber Agent agrees to not sublicense API access to a Third Party
- Reverse engineer or attempt to extract the source code from any API or any related software

If the Principal or Subscriber Agent would like to use the API beyond the limits defined in the API documentation, the Principal or Subscriber Agent must obtain M-RETS' consent.

3. Continuing Responsibilities and Liabilities of Principal.

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities, and liabilities under the M-RETS Agreements for which Subscriber Agent is authorized to act for the Principal, and the Principal retains all rights and responsibilities under the M-RETS Agreements or otherwise that are not specified by the Principal and Subscriber Agent in Section 2.

3.2 For a Principal that has entered into an M-RETS Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to M-RETS for compliance with all of the terms and conditions of the M-RETS Agreements, including without limitation indemnification of M-RETS, defaults of the M-RETS Agreements committed by Subscriber Agent, and payment of all amounts due or to become due to M-RETS under the M-RETS Agreements. Subscriber Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to M-RETS not satisfied by Subscriber Agent, financial or otherwise.

3.3 Except as expressly set out in the Terms of Use, M-RETS does not make any specific promises about the API about content accessed through the API, the specific functions of the API, or the reliability, availability, or ability to meet your needs. The API is provided "as is".

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Subscriber Agent each recognizes, accepts, and intends that M-RETS will rely, upon the truth, accuracy, and completeness of the declarations herein in matters including but not limited to assuring compliance with the M-RETS Agreements. Principal and Subscriber Agent each recognizes and accepts that M-RETS may suffer losses and damages if any declaration is or becomes untrue, inaccurate, or incomplete, and each agree to indemnify M-RETS for any such losses and damages.

4.2 Principal and Subscriber Agent each has a continuing duty to notify M-RETS if and when any declaration herein ceases to be truthful, accurate, or complete. Until such time as M-RETS receives written notification of any change to any declaration, signed by both Principal and Subscriber Agent, M-RETS shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Subscriber Agent as to the subject matter of

this Declaration. Any written notice of changes to the declarations herein must be provided to M-RETS at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of M-RETS and Principal and Subscriber Agent expressly waive any claims that may arise against M-RETS under this Declaration. This Declaration shall not be construed to modify any of the M-RETS Agreements and in the event of a conflict between this Declaration and an M-RETS Agreement, the applicable M-RETS Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the M-RETS Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

5. Confidentiality.

In the context of the Subscriber Agent's access to the M-RETS System on the Principal's behalf, Subscriber Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by the Subscriber Agent is solely for the purpose of creating and trading Certificates, providing data to M-RETS, reviewing reports created for Principal in the M-RETS System, and the payment of Fees due to M-RETS under the Terms of Use. Subscriber Agent shall not access any Confidential Information contained in the M-RETS System for any other purpose, including but not limited to the use, sale, or other disposition of said information to any third parties (other than Principal) for any reason.

IN WITNESS WHEREOF, Principal and Subscriber Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by M-RETS, whichever date is later.

PRINCIPAL

SUBSCRIBER AGENT

Name:
Title:

Name:
Title: