

MUNICIPALITY SERVICES AGREEMENT

This Marketing Services Agreement (“Agreement”) is between Solar Simplified, LLC (“Company”) and the Village of Menands (“Municipality”), each individually referred to as Party and jointly as Parties.

Term: This Agreement shall commence on _____ (“Effective Date”) and continue for an initial term of twelve (12) months, which initial term shall automatically be extended for a period of twelve (12) months unless terminated by either Party. The Agreement may be terminated by either Party for any reason with a 30-day notice. Company may pause its performance of Services with 24-hour notice for compliance or regulatory reasons.

Services. Company will solicit Municipality residents and businesses to participate in Community Solar Program(s) (“Program”). During the Term of this Agreement, Municipality shall grant to Solar Simplified an exclusive license to use any necessary branding (including but not limited to names, logos, and letterhead) and any other intellectual property necessary for Solar Simplified to perform the Services, including, specifically, for marketing purposes. This license will terminate upon the termination or expiration of this Agreement. The Parties shall seek to issue, where appropriate, joint press release statements or other such public announcements concerning Solar Projects. During the Term of this Agreement, Company shall be the exclusive marketing agent retained by the Municipality in connection with marketing community solar services and products.

Payment. Company shall pay Municipality a one-time acquisition fee of \$50 per enrolled community solar Customer. Payment shall be made on the month following receipt of payment for Customer(s)’ first community solar credits invoice. Termination of the Agreement for any reason does not absolve Company from making payments (if any are due) for Services provided in accordance with this Agreement. Upon termination of this Agreement for any reason, Customers for which Municipality received payment shall remain those of Company, and Municipality or any agent of the Municipality agrees not to solicit these Customers for other community solar Projects in the future without Company’s consent.

Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product, and other materials that are prepared by or on behalf of Company in the course of performing the Services (collectively, the “Deliverables”) shall be owned by Company.

Compliance with Laws, Permits, and License Requirements. Company shall comply with all federal, state, and local laws applicable to performance of Services and shall procure at its expense all licenses, certifications, and all permits necessary for the fulfillment of its obligations under this Agreement.

Entire Agreement. This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the Parties. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both Parties and attached hereto.

No Third-Party Beneficiaries. Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE PURSUANT TO AGREEMENT.

Indemnification. To the fullest extent permitted by law, Company or Municipality ("Indemnitor") shall indemnify, defend, and hold harmless the other Party(ies), its affiliates, and their respective members, shareholders, partners, directors, officers, agents, employees, contractors and subcontractors (each, an "Indemnitee", and collectively, "Indemnitees") from and against all claims, damages, losses, liabilities and expenses (including court costs and reasonable attorneys' fees) to the extent caused by, arising out of, or resulting from (a) the fault, negligent acts or omissions in connection with performance of its obligations under this Agreement, whether active or passive, or any breach of this Agreement, of or by the Indemnitor or its agents, (b) the violation by Indemnitor of any law or regulation governing its performance of this Agreement, (c) Indemnitor's failure to pay any taxes for which it is responsible under this Agreement or by law, (d) bodily injury or death of a third party, or loss of or damage to a third party's property, to the extent caused by the negligent acts or omissions or willful misconduct of Indemnitor, its employees, contractors, subcontractors, agents, or representatives, (e) bodily injury to or death of any employee of Indemnitor or an affiliate of such Indemnitor, (f) any liability or obligation owing to any of Indemnitor's employees, agents, contractors and subcontractors arising out of or attributable to acts or omissions of such Indemnitor, including any claims by an employee of Indemnitor for salaries and/or benefits. Notwithstanding the foregoing, no indemnification shall be provided to any Indemnitee for fraudulent or illegal acts or acts of gross negligence or willful misconduct by such Indemnitee.

Governing Law: This Agreement will be construed in accordance with and enforced under the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures as of the day and date first written above.

Municipality:

Company:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____