



NORTH AMERICAN RENEWABLES REGISTRY SPP RELEASE

This document is a Release (“Release”) by the entity identified in the signature block below (“Counterparty”) in favor of Southwest Power Pool, Inc. (“SPP”) and APX, Inc. (“Customer”).

Recitals

WHEREAS, SPP has entered into a Services Agreement, dated as of May 1, 2018 (the “Agreement”) with Customer to provide generator-specific information to supply a multi-state renewable resource tracking system (the “RRTS”); and

WHEREAS, SPP may only provide information to Customer as required pursuant to the Agreement for each Counterparty who has executed a release in the form hereof; and

WHEREAS, Counterparty is a Market Participant, as that term is defined in SPP’s Open Access Transmission Tariff accepted by the Federal Energy Regulatory Commission, who desires SPP to release to Customer information in SPP’s market settlement system on energy injections for the generating units associated with Counterparty by SPP, and Counterparty’s consent is required prior to disclosure by SPP of such information; and

WHEREAS, Counterparty agrees to consent to such disclosure and to grant SPP permission to disclose the applicable generator-specific information to Customer

THEREFORE, the parties agree as follows:

1. Disclosure of Generator Data

Counterparty hereby irrevocably and absolutely consents to and authorizes SPP to provide Customer, pursuant to the terms of the Agreement, with all of the Counterparty’s energy injection data that is contained in SPP’s market settlement system, except for (1) generators that do not go through a control area settlements process and (2) customer site distributed generators. Counterparty also agrees to the inclusion of its name and specific generator name or names being listed as an exhibit to the Agreement, with the express understanding that such exhibit may also be posted on SPP’s website.

2. Release

Counterparty hereby releases, discharges, and holds harmless SPP (including its directors, officers, employees, principals, representatives, agents, successors, and assigns) and Customer (including its directors, officers, employees, principals, representatives, agents, successors, and assigns) from any and all claims and demands arising out of or in connection with the use, reuse, publication, republication, and editing of energy injection data provided to Customer by SPP pursuant to this Release.



If the foregoing correctly sets forth the understanding and agreement among SPP, Customer and Counterparty, and Counterparty expressly consents to and authorizes the disclosure by SPP to Customer, and their respective affiliates, attorneys, advisors and other representatives, of the Counterparty's energy injection data solely for the purposes described herein, please so indicate in the space provided for that purpose below, whereupon this Release shall constitute a binding agreement among SPP, Customer, and Counterparty as of the date that this Release is signed and returned to SPP.

By signing below, Counterparty acknowledges and represents that Counterparty has read, and understands the meaning of, this Release.

ACCEPTED AND AGREED TO BY COUNTERPARTY:

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____