SMART ELECTRIC POWER ALLIANCE MEMBERSHIP TERMS AND CONDITIONS

Membership Terms

Upon payment of annual dues, an organization will be considered a member in good standing with the Smart Electric Power Alliance (“SEPA”) and agrees to the below terms and conditions. Additionally, the organization agrees to adhere to SEPA’s Intellectual Privacy and sexual harassment policies. Both are available for review upon request. The organization and all of its employees will be entitled to all benefits and privileges typically associated with SEPA membership.

Dues

Membership dues are assessed annually and are based on the organization’s total past year annual revenue. These dues are subject to change. Payment of annual dues entitles the organization to 12 months of membership with SEPA.

SEPA may terminate membership for non-payment.

Membership and benefits will not be activated until full payment is received.

Membership payments are non-refundable.

Membership Classes

SEPA’s members classes are the following:

**Utility.** The Utility Class shall consist of (i) regulated investor-owned electric and gas companies serving retail customers, (ii) municipally-owned systems, (iii) public power districts, (iv) irrigation and water districts, (v) rural electric and gas cooperatives, (vi) joint action agencies, (vii) utility holding companies and shared services subsidiaries, and (viii) federal power marketing administrations.

**Corporate.** The Corporate Class shall consist of (i) manufacturers, (ii) project developers, installers, and distributors, (iii) business and professional services, (iv) large energy consumers, (v) entrepreneur (companies with strategic value), (vi) IPPs and wholesale marketers, and (vii) subsidiaries of utility holding companies that are predominantly performing non-regulated activities, and (viii) such other persons or organizations as the Board of Directors may determine from time to time.

**Government, Nonprofit & Education.** The Government, Nonprofit, & Education Class shall consist of (i) Federal, state and local government agencies, (ii) colleges and universities, and (iii) nonprofit organizations.

SEPA’s primary focus is on facilitating collaboration across stakeholders in the electric power sector. In service of this, from time to time, SEPA may offer programs, products, or services for a single class of
membership for which only those within that class of membership are able to attend or participate, unless otherwise invited by SEPA.

**Membership Benefits**

SEPA membership benefits and privileges include but are not limited to:

- Unlimited access to the SEPA Resource Library
- Ability to participate in Working Groups
- Free registrations to upcoming SEPA webinars
- Discounts to SEPA conferences and Solar Power Events
- Organization-wide membership for all employees
- Customized one-on-one research requests

**Designation of Primary Contact**

The organization will designate a primary contact that is responsible for all administrative, payment, and voting activities with SEPA. A secondary and billing contact may also be identified.

The SEPA Membership Department will serve as the primary liaison to the organization.

**Logo Usage**

The organization will have the opportunity to provide SEPA with its logo. Unless requested or otherwise noted by the organization, SEPA will assume rights to use the organization’s logo to show the organization’s involvement with SEPA. This may include, but is not limited to, use of the organization’s logo for SEPA marketing materials, to display sponsorships, or participation in SEPA products and services.

SEPA will provide its logo to the organization for use on its website to denote SEPA membership.

**Personal Contact Information**

Individual contact information, including emails, that has been provided to SEPA may be shared with other SEPA members upon request to facilitate connections throughout the membership, unless an individual specifically indicates they do not want their information to be shared with other members.

**Miscellaneous**

If any provision of these Terms and Conditions is found to be invalid, all other provisions shall remain valid.