

ELLIS | LAW

THE ELLIS LAW FIRM, LLC

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July 18, 2024

VIA E-MAIL: <secretary@dps.ny.gov>

Hon. Michelle L. Phillips
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

RE: ***Insight Energy, LLC: New York Energy Broker and Energy Consultant Registration***

Dear Hon. Phillips:

Attached please find a New York Energy Broker and Energy Consultant Registration Form for Insight Energy, LLC. Please process and file accordingly.

It is our understanding that the required Letter of Credit for Insight Energy, LLC has been sent to the New York Department of Public Services.

A check in the amount of \$500.00 made payable to the "New York Department of Public Services" for the requisite registration fee will be sent to the New York Department of Public Services via overnight mail for processing.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,



Brian F. Ellis
Attorney at Law
For the Firm

: BFE



Department of Public Service

ENERGY BROKER AND ENERGY CONSULTANT REGISTRATION FORM

Pursuant to the Public Service Commission’s Order Adopting Energy Broker and Energy Consultant Registration Requirements in Case 23-M-0106 and the Uniform Business Practices edits adopted in that order, Energy Brokers¹ and Consultants² are required to submit this form. Direct Employees of an Energy Broker or Energy Consultant are not required to submit this form as long as a registered Energy Broker or Energy Consultant is responsible for ensuring compliance.

**FILL OUT AND SUBMIT THIS FORM IN MATTER 23-01227
IN THE MATTER OF REGISTRATION FOR ENERGY
BROKERS AND CONSULTANTS³**

(Attach additional sheets as necessary)

1. Business Information

Business Name: Insight Energy, LLC

Address: 5555 Triangle Pkwy, Ste 300

City: Norcross State: GA Zip: 30092

Telephone: (888) 973-0208 Website: www.insightsourcing.com

¹ Energy Broker is defined within the UBP as “A non-utility entity that performs energy management or procurement functions on behalf of customers or ESCOs, and (1) that assumes the contractual and legal responsibility for the sale of electric supply service, transmission or other services to end-use retail customers, but does not take title to any of the electricity sold, and does not make retail energy sales to customers, or (2) that assumes the contractual and legal obligation to provide for the sale of natural gas supply service, transportation or other services to end-use retail customers, but does not take title to any of the natural gas sold, and does not make retail energy sales to customers.”

² Energy Consultant is defined within the UBP as "any person, firm, association or corporation who acts as broker in soliciting, negotiating or advising any electric or natural gas contract, or acts as an agent in accepting any electric or natural gas contract on behalf of an ESCO."

³ Instructions on registering and filing are available at <https://dps.ny.gov/dmm-help-electronic-filing-registration-instructions>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: N/A

Type of Provider:

Energy Broker _____ Energy Consultant Both _____

Nature of business being conducted:

Type of customers: (Check all that apply)

Residential _____ Large Commercial
Industrial Small Commercial

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: N/A

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: N/A

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

During the previous 36 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____

No _____

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

Not applicable.

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

Not applicable.

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

Not applicable.

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 36 months:

Not applicable.

List and describe of any security breaches associated with customer proprietary information in the last 36 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

Not applicable.

List all states in which the registrant has received authority to sell/broker services within the past 36 months. Indicate whether the registrant is actively providing services or not:

State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____

List all states in which registrant or its affiliates has been denied approval and/or had authority revoked:

None.

List all municipalities in which the registrant will be performing door-to-door marketing activities in New York State Further provide an attachment including all municipality permits obtained by the registrant.

Insight Energy will not be performing any door-to-door marketing in the State of New York. This is not in our current operating model.

2. Contact Information

The contacts listed below must be direct contacts for individuals, not for a shared mailbox or general phone number.

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: Kane Kiester, Vice President

Address: 5555 Triangle Pkwy, Ste 300

City: Norcross State: GA Zip: 30092

Telephone: (412) 335-4883 Fax: N/A

Email Address: kkiester@insightsourcing.com

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: Michael Kemp, Director

Address: 5555 Triangle Pkwy, Ste 300

City: Norcross State: GA Zip: 30092

Telephone: (281) 615-1218 Fax: N/A

Email Address: mkemp@insightsourcing.com

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: Michael Kemp, Director

Address: 5555 Triangle Pkwy, Ste 300

City: Norcross State: GA Zip: 30092

Telephone: (281) 615-1218 Fax: N/A

Email Address: mkemp@insightsourcing.com

- A sample standard Agreement between the Energy Broker or Energy Consultant and the customer;
- Sample forms of the notices sent upon assignment of sales agreements, discontinuance of service, or transfer of customers to other providers;
- Procedures used to obtain customer authorization for access to a customers' historic usage or credit information;
- Information on the methods by which the applicant intends to market energy products and services;
- Sample copies of informational and promotional materials that the applicant uses for mass marketing purposes;
- Sample disclosures of compensation;
- Proof of registration with the New York State Department of State or proof of an assumed name certificate (DBA) filed with the county clerk;
- Proof of registration to act as a marketer in any municipality where such registration is required;
- An annual \$500 registration fee;
- Proof of an irrevocable standby letter of credit held with a reputable financial institution that identifies that Department as the beneficiary in the amount of:
 - \$100,000 for registering Energy Brokers; and
 - \$50,000 for registering Energy Consultants;
- A completed Service Provider Contact Form, which can be found here, identifying the Energy Broker or Energy Consultant's employee(s) responsible for resolving consumer complaints received by the Department and referred to the Energy Broker or Energy Consultant

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. An Energy Broker or Consultant that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature: *R. Kane Kiester* Print Name: R. Kane Kiester

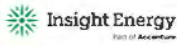
Title: Vice President Date: 7/18/2024

Company Name: Insight Energy, LLC

Insight Energy LLC
 New York Energy Broker and Energy Consultant Registration Form
 List of Licenses

Insight Energy LLC

	State	Sub Category of License	Status	Date Issued
Insight Energy LLC	Delaware	Electricity	Active	1/31/24
Insight Energy LLC	Iowa	Natural Gas	Active	8/10/23
Insight Sourcing Group LLC	Illinois	Electricity	Active	6/16/15
Insight Sourcing Group LLC	Massachusetts	Electricity	Active	12/30/16
Insight Energy LLC	Maryland	Electricity	Active	12/20/23
Insight Energy LLC	Maryland	Natural Gas	Active	12/20/23
Insight Energy Georgia LLC	Ohio	Electricity	Active	10/23/23
Insight Energy Georgia LLC	Ohio	Natural Gas	Active	10/28/23
Insight Energy LLC	Maine	Electricity	Active	6/16/21
Insight Energy LLC	New Hampshire	Electricity	Active	8/1/23
Insight Energy LLC	New Hampshire	Natural Gas	Active	8/1/23
Insight Sourcing Group LLC	New Jersey	Electricity and Natural Gas	Active	10/15/15
Insight Energy LLC	Oregon	Electricity	Active	5/24/23
Insight Sourcing Group LLC	Pennsylvania	Electricity	Active	10/28/21
Insight Sourcing Group LLC	Pennsylvania	Natural Gas	Active	4/5/18
Insight Energy LLC	Rhode Island	Natural Gas	Active	11/22/23
Insight Energy LLC	Texas	Electricity	Active	7/17/23
Insight Energy LLC	Virginia	Electricity and Natural Gas	Active	6/22/



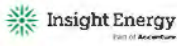
MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**” or “**MSA**”) is made as of [REDACTED], 2024 (the “**Effective Date**”), by and between **Insight Energy, LLC**, located at 5555 Triangle Parkway, Suite 300 Norcross, GA 30092 (“**Insight Energy**” or the “**Company**”) and [REDACTED] (“**Client Name**” or “**Client**”), located at [REDACTED]. Each of Insight Energy and Client are sometimes referred to herein as a “**Party**” and together as the “**Parties**”.

- 1. Scope of Services.** Client engages Insight Energy to provide the energy management, sustainability, and consulting services described in separate Statement(s) of Work (the “**Services**”), relating to electricity and natural gas utility services (together, the “**Utility Services**”) for Client’s facilities set forth in the Statement(s) of Work hereto (the “**Facilities**”) in addition to those that may be added to the Statement(s) of Work (“**SOW**”) in the future. Insight Energy shall review and analyze Client’s Utility Services billing statements, operations and other related information as necessary such that Insight Energy may perform the Services. Client shall perform those tasks and fulfill those responsibilities specified in **Section 5** hereof (the “**Client Responsibilities**”) and in the SOW, if applicable (the “**Client Requirements**”).
- 2. Compensation Method.** Client shall compensate Insight Energy for the Services using the methods described in the separate SOW(s).
- 3. Term and Termination.** The initial term during which Insight Energy shall provide Services pursuant to this Agreement shall commence on the Effective Date and shall end on the date which is **one (1) year** after the Effective Date (the “**Initial Service Term**”), or through the end of the latest term set forth in the SOW(s) attached hereto, including any extensions or renewals thereof. After the Initial Service Term, this Agreement will automatically extend for successive twelve (12) month periods unless advance written notice of **ninety (90)** days is provided to the non-terminating Party. The Initial Service Term, plus any extensions thereof, is referred to herein as the “**Service Term.**” Either Party may give written notice of its intention to terminate this Agreement upon a material breach of this Agreement. If the breaching Party has not cured such material breach to the non-breaching Party’s reasonable satisfaction within thirty (30) days of receipt of such notice, the non-breaching Party shall have the right to terminate this Agreement at any time thereafter by giving ten (10) days prior written notice of termination to the other Party. Immediately upon the expiration or termination of this Agreement, Client shall pay Insight Energy any and all unpaid amounts due and payable in accordance with the Compensation Methods described in the SOW(s).
- 4. Confidentiality.** In connection with the Services to be performed hereunder, each Party (the “**Recipient**”) may from time-to-time request or receive from the other party (the “**Discloser**”), and Discloser may from time to time furnish to the Recipient certain confidential information concerning the Discloser or its business activities which is not generally known or readily ascertainable by proper means and which is proprietary to Discloser. Recipient agrees that, for a period ending three (3) years from and after the date of final disclosure hereunder, and, with respect to all Confidential Information constituting Trade Secrets, for so long thereafter as such Confidential Information continues to constitute Trade Secrets, Recipient (i) will not directly or indirectly disclose, to any person or entity, other than its directors, officers, employees, agents, partners, advisors, counsel, or consultants (collectively, “**Representatives**”), any of the Confidential Information which was obtained by Recipient; (ii) will not use the Confidential Information for any purpose other than solely in connection with the Services; and (iii) will take all actions necessary to protect the Confidential Information against any unauthorized disclosure, publication or use. For purposes hereof, “**Trade Secrets**” will mean information accorded trade secret protection under applicable law and identified as such by Discloser. For purposes hereof, “**Confidential Information**” will mean all nonpublic information relating to or arising from Discloser’s business, including, without limitation, Trade Secrets, information concerning business operations, organization and management, financial information, business plans and strategies, identities and/or personally identifying information of customers or apartment residents, details of customer relationships, identities of the suppliers, contractors and vendors utilized in Discloser’s business, details of supplier, contractor and vendor relationships, pricing, processes, inventions, discoveries, concepts, know-how, ideas, designs and methods, and all other information concerning Discloser’s operations. The term “Confidential Information” does not include, however, (i) information which is or becomes generally available to the public, other than as a result of a breach by Recipient or its Representatives of any restriction on disclosure; (ii) information that was within Recipient’s or its Representatives’ possession on a non-

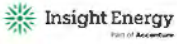
confidential basis prior to its being furnished by Discloser; (iii) information that Recipient or its Representatives received from a third party (x) not in performance of the Services, (y) on a non-confidential basis, and (z) who did not acquire or disclose such information by a wrongful act; or (iv) information independently developed by Recipient or its Representatives without reference to or use of Confidential Information. Client hereby explicitly authorizes Insight Energy to disclose and use information in connection with this Agreement for any lawful purpose to the extent the same does not breach the confidentiality obligations contained herein. Client further authorizes Insight Energy to utilize Client's name and logo for publicity and marketing purposes.

5. **Client Responsibilities.** Client shall have the following responsibilities during the Service Term. Client will provide the necessary information and documentation described in this Section and in the "Client Requirements" listed in the SOW(s) to Insight Energy within two (2) weeks of signing the Master Services Agreement .
- a) **Management Action.** To the extent reasonably requested by Insight Energy, Client will not withhold or unreasonably delay decisions, approvals, or other information and assistance by or of Client's management in connection with the performance by Insight Energy of its obligations hereunder.
- Prior to the issuance of each and every Request for Proposal (RFP) for electricity or natural gas supplies developed by Company, Client shall approve, in writing (via email), the addresses and estimated energy volumes to be included.
- b) **Authorizations.** Client shall execute and provide a Letter of Representation or such other authorization as may be required by a utility / supplier, instructing each of the utilities / suppliers reasonably requested by Insight Energy to provide Insight Energy with the necessary information and authority to provide the Services. Client shall thereafter take all action reasonably necessary to maintain the effectiveness of such Letter of Representation or other authorization, as the case may be, during the Term.
- c) **Access to Data:** Client shall ensure that Insight Energy has access to the data necessary to fulfill the terms of this service, such as the on-going savings measurement and validation of refunds, in a timely manner. This data may be provided to Insight Energy directly by the suppliers or by third party bill pay and audit suppliers upon Client approval.
- d) **Accounting and Invoicing:** Client shall ensure that Insight Energy is set up as an approved vendor in Client's AP system.
6. **Unique Strategies or Negotiations.** Any rate or energy procurement strategy, method of reducing utility service charges or obtaining supplier-based capital infusions or other proprietary techniques that are employed under Insight Energy's efforts shall be considered confidential, subject to the provisions of Section 4 ("Confidentiality") of the Master Services Agreement. **Based on Insight Energy providing a recommendation for Savings and/or a recommendation for Refunds that may employ a confidential rate strategy, negotiating tactic, capital infusion technique, or proprietary method of reducing Utility Service charges, which can be applied at Client's other facilities, Insight Energy will retain the exclusive rights to apply the savings achieved using the recommended savings method during the term of the Agreement.**
7. **Authority and Exclusivity of Insight Energy.** Insight Energy shall be authorized to communicate on Client's behalf with respect to energy management matters provided for in this Agreement and to negotiate agreements, as well as issues related to the Services, on behalf of Client. Notwithstanding the foregoing, Insight Energy shall not verbally execute or otherwise enter into any contracts on behalf of Client without Client's written approval, and in no event shall Insight Energy sign any contracts on behalf of Client. Insight Energy is not acting in the capacity of a broker, dealer, seller, or investment advisor of securities or commodities of natural gas, electricity or other energy products or resources. Client further understands and agrees that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, the Client. Client agrees that during the Service Term, Insight Energy will be the exclusive provider of the Services for the facilities listed in the SOWs.
8. **Independent Contractor.** The parties agree that each is an independent contractor. Nothing herein shall be construed to create an agency, partnership, franchisee, employment or joint venture relationship between the



parties. Neither party shall have the right to enter into any contract or agreement, in any way, on behalf of the other, or to make any representations or warranties as to the other's products or services.

9. **Invoices.** Whenever possible, volumetric procurement fees will be added to Client's negotiated electricity and natural gas prices and will be billed monthly by the energy supplier following consumption of energy. In such cases, payment terms will be determined by the energy supplier. For fees billed directly to Client, invoices will be submitted to Client in the month following the service month according to the instructions outlined on the Invoice Contact Form attached. All invoiced amounts are due within 30-days from the date of invoice unless otherwise noted herein. Client shall pay a late payment fee of 1.5% per month for any amounts paid after the due date.
10. **Limitation on Liability.** Without limiting the foregoing, except in the case of fraud or willful malfeasance, in no event will Insight Energy's aggregate liability exceed the fees actually paid by Client to Insight Energy under this Agreement during the full six (6) month period immediately preceding the date on which the claim arose and will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of Client to mitigate its damages. The limitations of liability and exclusions of damages set forth in this Agreement represent a mutually agreed upon allocation of risks. Insight Energy's services are provided without any express or implied warranties, including any guarantee as to savings except as expressly set forth herein. In no event, shall Insight Energy be liable to any customer or any third party for any consequential, indirect, special, exemplary or punitive damages, or any lost revenues or lost profits, whether advised or not of the possibility of such damages.
11. **Entire Agreement.** This Agreement and corresponding Exhibit(s) and Statement(s) of Work constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, negotiations, correspondence and all other communications, whether written or oral, between the parties. No modification or waiver of any provision hereof shall be effective unless made in writing and signed by both parties.
12. **Force Majeure.** If the performance or observance of this Agreement or of any obligation herein is prevented or delayed by reason of an act of God, civil commotion, storm, fire, riots, strikes, legal moratorium, war, terrorism, revolution or action by government, the Party so affected shall, upon prompt notice of such cause being given to the other Party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the Party so affected shall use all commercially reasonable efforts to avoid or remove the cause or causes of non-performance and observance with utmost dispatch.
13. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration to be held in the city of Atlanta, Georgia in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. Failure by either party to submit to, or participate in good faith in, arbitration under this Section shall result in the arbitral tribunal issuing an award in favor of the other party if such other party has submitted to arbitration under this Section. Judgment may be entered on the arbitral tribunal's award in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the Georgia state or federal courts for that purpose. Nothing in this Section shall preclude any party from seeking temporary injunctive relief from a court of competent jurisdiction pending appointment of an arbitral tribunal pursuant this Section.
14. **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that this Agreement may be assigned by a Party to the surviving entity in a sale, merger or reorganization or to any purchaser of all or substantially all of the assets of the business to which this Agreement relates without the consent of the other Party.
15. **Good Faith.** Whenever this Agreement requires or contemplates any action, consent or approval, each Party will act reasonably and in good faith and will not unreasonably withhold or delay such action, consent or approval unless the Agreement expressly establishes some other standard, such as exercise of a Party's sole discretion.
16. **Severability.** If any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms,



provisions, covenants and restrictions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be determined by a court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

- 17. **Non-solicitation of Employees and Independent Contractors:** During the performance of work, and for a period of one (1) year after all work related to this Agreement is Completed, no party to this Agreement will on its own behalf or on behalf of any other person or entity, solicit, induce or encourage any employee or independent contractor of any other party to this Agreement to leave such employment or engagement, or directly or indirectly, on its own behalf or on behalf of any other person or entity, employ or engage in any capacity any former employee or independent contractor of another party; provided that the restrictions set forth in this section will apply only to current and former employees and independent contractors with whom the soliciting party had contact at any time while this Agreement was in effect or the six (6) months immediately prior to the Effective Date.
- 18. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors, assigns, and personal and legal representatives of the parties hereto.
- 19. **Notices.** Unless otherwise explicitly provided otherwise herein, all notices under this Agreement must be in writing delivered (i) by hand, (ii) by certified mail, return receipt requested, (iii) by express carrier, or (iv) by electronic mail to the addresses provided herein. Notice via electronic mail shall be deemed written notice for purposes of this Section if sent to the electronic mail address specified herein, and shall be deemed received at the time the party sending electronic Notice receives verification of receipt by the receiving Party.

Insight Energy, LLC
5555 Triangle Parkway, Suite 300
Norcross, GA 30092
Attn: Anthony Godfrey, SVP & CFO
Email: agodfrey@insightsourcing.com

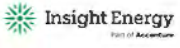
With electronic copies to:

Michael Kemp
m Kemp@insightsourcing.com

Insight Energy
insightenergy@insightsourcing.com

Client name
Street Address
City, ST ZIP
Attn:
Email:

- 20. **Survival.** The confidentiality and other obligations hereunder that by their nature are intended to survive termination shall survive termination or expiration of this Agreement.



In Witness, Whereof, each of the Parties has caused this Agreement to be signed on its behalf by a duly authorized officer of such Party as of the dates shown by the signatures of the respective Parties below, but effective as of the Effective Date stated above.

Insight Energy, LLC

Client Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT



Invoice Contact Information

[Client Name]

Invoice delivery method (USPS, Email, billing platform)	
Billing address (physical - required)	
Billing Email address (if applicable)	
Description to include on invoice or other instructions	
Accounting contact name	
Contact Email	
Contact Phone	

Insight Energy, LLC

Primary accounting contact	April Skelton, Senior Staff Accountant
Contact Email	ar@insightsourcing.com with a copy to: askelton@insightsourcing.com
Contact Phone	770-450-6992
Secondary accounting contact	Anthony Godfrey, VP of Finance
Contact Email	agodfrey@insightsourcing.com
Contact Phone	770-481-3026
Address	5555 Triangle Parkway, Suite 300, Norcross, GA 30092



Statement of Work #1 **Energy Management Services**

This Statement of Work #1 ("SOW #1") to the Master Services Agreement dated [REDACTED], 2024 (the "Agreement" or "MSA") by and between Insight Energy, LLC ("Insight Energy" or the "Company") and [REDACTED] ("Client"), is effective as of [REDACTED], 2024 (the "SOW #1 Effective Date"). Insight Energy, LLC will provide to Client the energy management and consulting services that include the following services.

- 1) **In Scope Locations:** The Services set forth in this SOW #1 shall be performed for Client locations specified in Attachment A. Additional locations may be added to this SOW #1 by executing an addendum.
- 2) **Term & Cancellation:** This SOW #1 shall be in effect for an initial term of one (1) year beginning on the SOW #1 Effective Date. Thereafter, it shall automatically extend for successive twelve (12) month periods unless advance written notice of ninety (90) days is provided to the non-terminating party prior to the end of the initial term or unless earlier terminated in accordance with the terms set forth herein or in the MSA. Savings calculations and invoicing of Gainshare Fees will continue for twenty-four (24) months after the implementation of the latest Rate Optimization Project (the "Gainshare Term"), regardless of whether the Service Term has expired.
- 3) **Scope of Services:**

Energy Management Services:

a. Account Management Services

1. Assigned account management team.
2. Collaborate with Client in the development of a master contract tracker which will outline the sites that are to be bundled together and their current contract expirations.
3. Monitor contract positions against market trends to deliver go-to-market strategy recommendations to Client.
4. Facilitate the execution of any non-disclosure agreements or agency authorizations that Client may require in order to provide necessary information to energy suppliers or other counterparties.
5. Regularly review current and recent program activity, including savings recommendations and action items.
6. Implement and conduct Energy Management Team calls. (Monthly cadence)

Deliverables

1. Monthly Program Update:
 - i. Review of current and recent program activity
 - ii. Contract and position review
 - iii. Ongoing market monitoring and reporting of energy market fundamentals and pricing
 - iv. Review of energy-savings projects, status, and follow-up actions.
2. Energy Contract Dashboard:
 - i. Online repository of energy contract images and data
 - ii. Graphical supply contract reporting with alerts
 - iii. Deregulated market exposure summary and supplier exposure reporting
 - iv. Exportable graphs and underlying data tables

b. Deregulated Energy Supply Procurement (Electricity and Natural Gas)

1. Monitor and evaluate options for making forward commitments including block, full requirements, or index. ISG's Corporate Summary Matrix report will flag all of Client's contracts at minimum 90 days prior to expiration based on the contract end date.
2. Identify and evaluate electricity and natural gas suppliers by market area.
3. Upon approval of facilities and volumes by Client, develop Request(s) for Proposal (RFP) and/or solicit bids for electricity and natural gas supply.
4. ISG to provide Client with input regarding supplier contract commercial reasonableness and inform supplier of desired changes as requested by Client.
5. Provide recommendation to Client based on most reliable, contractually favorable and/or low-cost supply.
6. Client ultimately selects the winning bid/supplier in writing based on information provided in the RFP Matrix Summary and Analysis.
7. Following selection of supplier by Client in writing, ISG will request final pricing and negotiate where possible on Client's behalf. ISG will facilitate execution of supplier's electricity/natural gas contract by forwarding to Client:
 - i. A copy of the executable contract from the selected supplier
 - ii. Cancellation notice or letter to existing supplier as necessary
8. Execute physical positions on Client's behalf, as directed by Client.
9. Client will sign supplier's agreement and return to ISG for delivery to supplier.

Deregulated Energy Supply Deliverables

Service	Description	Frequency
RFP Matrix Summary and Analysis	Summarizes and tracks requested bids from qualified, reputable suppliers for term and monthly procurement.	Delivered with each RFP as needed

a. Risk Management (Electricity and Natural Gas)

1. Evaluate Client's tolerance for energy price risk and review applicable risk management policies and procedures. Provide documentation as necessary.
2. Support the development and implementation of purchasing strategies for electricity and natural gas through forecasting, price projections, and other market intelligence.
3. Provide Client topical and summary analyses of key determinants affecting electricity and natural gas markets.
4. Provide electricity and natural gas purchasing recommendations as market conditions warrant, tailored to Client's specific needs and risk tolerance.
5. Execute transactions on Client's behalf, as directed by Client.

Risk Management Deliverables

Service	Description	Frequency
NYMEX Market Update	Provides specific forward NYMEX natural gas purchase recommendations for multiple risk buckets paired with key analysis and factors driving the recommendations. It is published as market conditions warrant.	Issued as Market Conditions Warrant
Power Market Update	Provides specific regional electricity purchase recommendations for specified markets across the country paired with key analysis and factors driving the recommendations. It is published as market conditions warrant.	Issued as Market Conditions Warrant
Basis Market Update	Provides specific natural gas basis purchase recommendations for specified markets across the country paired with key analysis and factors driving the recommendations. It is published as market conditions warrant.	Issued as Market Conditions Warrant

Service	Description	Frequency
Market Position Report	Tracks hedged and/or fixed price purchased energy commodity against the open market, allowing the client to identify market opportunities and risks.	Monthly or as needed

b. Regulated Tariff Optimization:

Regulated tariff optimization will include the following elements at a pace determined by ISG based on market opportunities.

1. Assessment:
 - i. Review sites on a rotating basis annually based by grouping sites by utility and by month.
 - ii. Review will include:
 - Changes in load profile versus prior review
 - Changes in available tariffs since prior review
 - Comparison to real market prices with other similar facilities in Insight Energy data based on usage pattern, size and tariff name.
 - iii. Identify sites that offer potential savings
 - iv. Compare current rate vs. alternative rate;
 - v. Create written savings recommendation for Client approval.
2. Implementation:
 - i. With Client input and approval of recommendation, initiate implementation of changes
 - ii. Prepare necessary correspondence for utility providers for client signature;
 - iii. With Client input and approval, negotiate with utility companies;
 - iv. Provide follow-up with utilities in a timely manner to expedite implementation;
 - v. Verify changes made to monthly bill reflecting lower unit price

Regulated Tariff Optimization Deliverables

Name	Description	Frequency
Site Review Schedule	Summary Report indicating what sites/utilities have been reviewed to date and upcoming analysis	Annually
Savings/Refund Recommendation	Summary of savings opportunity, defining baseline case & recommended actions	Ad-hoc
Implementation Verification	Verification on Client utility bills of implemented rate change and/or confirmation from entity to issue refund	Following Implementation

d. Energy Market Intelligence:

1. Compile and analyze electricity and natural gas data from a variety of public and proprietary sources.
2. Monitor and analyze regulatory and legislative issues impacting the cost and reliability of electricity and natural gas.
3. Monitor developments in the area of environmental regulation impacting electricity and natural gas production, transportation, or delivery.
4. Highlight utility filings affecting electricity and natural gas rates at Client facilities under contract.
5. Provide updates on electricity and natural gas market developments through recurring webinars, blog postings, seminars, and publications.

Energy Market Intelligence: Table of Deliverables

Service	Description	Frequency
Monthly Energy Intelligence [®]	Monthly publication that provides data and discussion regarding the prior month's energy market fundamentals, as well as commentary on pertinent market issues.	Monthly
Monthly Sustainability Report	Summary of top sustainability and renewable energy policy developments at the national and state levels. Includes monthly renewable energy pricing and generation updates and notable corporate sustainability commitments.	Monthly
Power Market Update	Provides specific regional electricity purchase recommendations for specified markets across the country paired with key analysis and factors driving the recommendations. It is published as market conditions warrant.	Issued as Market Conditions Warrant
Basis Market Update	Provides specific natural gas basis purchase recommendations for specified markets across the country paired with key analysis and factors driving the recommendations. It is published as market conditions warrant.	Issued as Market Conditions Warrant
Regulatory Update	Provides timely analysis of key regulatory and legislative developments affecting the price and/or reliability of energy. It is published as warranted by regulatory and legislative events at the federal, state, and local level.	Issued as Events Warrant
Daily Power Pricing Report	Provides information on regional forward electricity market settlement prices, or closing values by contract month and for periods of time (winter, summer, annual averages). Issued each business day.	Each Business Day
Daily Natural Gas Pricing Report	Provides information on market settlement prices, or closing values by contract month and for specific periods of time (winter, summer, annual averages). Issued each business day.	Each Business Day
Weekly Power Summary	Provides data and discussion surrounding the previous week's electricity market fundamentals, including forward pricing in key regions, weather, weekly peak demand, and fossil fuel pricing.	Weekly
Weekly Oil and Gas Summary	Provides data and discussion surrounding the previous week's pertinent market developments, including NYMEX pricing, inventory data, weather, and alternative fuel pricing.	Weekly
Fuel Inventories Report	Natural Gas Storage and Petroleum Inventories reports are published weekly by the Energy Information Administration (EIA). The Fuel Inventories Report summarizes data and relevant information from these publications and provides observations on the market response..	Weekly

e. Utility Bill Management Services:

Insight Energy will provide services to assist client in managing a utility bill processing services through Capturis bill processing system as set forth in Attachment B.

f. Insight Energy Dashboard:

Client will have access to the Insight Energy Dashboard. Client is responsible for providing monthly utility invoice data to Insight Energy, via login credentials or API to its utility bill management provider, or another approved method.

1. Online dashboard with 24/7 access for unlimited number of Client users
2. Site level reporting for electricity and gas usage by State, Vendor, Service Type and Site Group

3. Graphical site ranking for Total Energy, Total Usage, Cost per KWh, Cost per Therm, Usage per Sqft, Carbon per Sqft
4. Multi-factor graphic based filtering system – click on what you want to see
5. Executive KPI's for Total Cost and Usage and Data Quality
6. Graphical Year over Year reporting for Cost, Usage and Carbon by Year and Month
7. Graphical Vendor cost summary and ranking
8. Data quality and missing bill reporting
9. Graphical supply contract reporting with alerts
10. Deregulated market exposure summary and supplier exposure reporting
11. Exportable graphs and underlying data tables

g. Sustainability Assessment Services:

Insight Energy will analyze energy & real-estate data for savings opportunities associated with energy efficiency & renewable energy programs. Onsite assessments, detailed surveys, and additional related services will require additional scopes of work.

4) Terms and Definitions:

a. Savings and Refunds.

Any and all reductions in Client's cost of the Utility Services as a direct result of the Services are referred to herein as "Savings", and any and all refunds relating to the Utility Services that Client receives as a direct result of the Services are referred to herein as "Refunds". Client's cost of Utility Services prior to the Effective Date (including rates in effect prior to the Effective Date) shall be used as a baseline in calculating Savings and Refunds.

b. Implementation.

Insight Energy will only implement its recommendations once accepted and approved by Client for Savings and Refunds and confirmed via email. Insight Energy will continue to monitor monthly charges on Utility Services and provide ongoing review and solutions (consistent with the Services) and generate periodic savings reports for the Client of all Regulated Rate Projects that have resulted in Savings and Refunds. Client is not obligated to accept any recommendation made by Insight Energy. However, if any recommendations by Insight Energy are accepted by Client or implemented at any time within twenty four (24) months from the date of such recommendation, then Client will pay Insight Energy the sum specified in Section (the "Compensation Method").

c. Negotiations with Utilities / Suppliers.

Client acknowledges that during Insight Energy's normal course of performing the Services, including direct communication by Insight Energy with Client's third party utility suppliers (including regulated utility suppliers and deregulated energy marketers) (each, a "Utility / Supplier" and together, the "Utilities / Suppliers"), one or more of the Utilities / Suppliers may reduce Client's cost of Utility Services or may subsequently offer alternatives to any of Insight Energy's recommendations and negotiations, thus reducing Client's cost of Utility Services. Client agrees that any such reduction in Client's cost of Utility Services shall be considered Savings and shall be included in amounts calculated for the Compensation Method described hereof. Client further agrees that any refunds to which Client is or becomes entitled during Insight Energy's normal course of performing the Services, including because of direct communication by Insight Energy with the Utilities / Suppliers, shall be considered Refunds.

d. Unique Strategies or Negotiations.

Any rate or energy procurement strategy, method of reducing utility service charges or obtaining supplier based capital infusions or other proprietary techniques that are employed under Insight Energy's efforts shall be considered confidential, subject to the provisions of Section 4 ("Confidentiality") of the Master Services Agreement. Based on Insight Energy providing a recommendation for Savings and/or a recommendations for Refunds that may employ a confidential rate strategy, negotiating tactic, capital infusion technique, or proprietary method of reducing Utility Service charges, which can be applied at Client's other facilities, Insight Energy will retain the exclusive rights to apply the savings achieved through the use of the recommended savings method during the term of the Agreement.

5) Project Timeline: Decarbonization Assessment Standard Timeline

Phase	Phase Duration
Project Kickoff	1 Week
Data Collection Sprint	1-3 Weeks
Facility Survey	2-4 Weeks
Opportunity Assessment & Strategy Development	3-8 Weeks
Final Project Roadmap	4-8 Weeks

6) **Resources:** The dedicated project resources and corresponding hours are as follows:

Resource	Estimated Hours
Vice President, Sustainability	21 – 25 Hours
Director, Decarbonization Solutions	27 - 30 Hours
Director, Energy Procurement & Management	27 - 30 Hours
Senior Associate	150 – 155 Hours
Analyst	150 – 155 Hours

7) **Compensation Method:**

Client shall compensate Insight Energy using the method described in this Section (the "Service Fee"). The Service Fee for the Services described in SOW #1 ("Energy Management Services") is as follows:

- a. **Energy Management Services:** The Fixed Monthly Fee for performing the services outlined in this Agreement will be US \$X,XXX.00/month plus pre-approved expenses, if any. Expenses may include costs for requested travel, or other necessary costs that may arise.

- i. Assumes approximately XX in-scope locations
- ii. Client may add or remove in-scope locations from time to time. ISG reserves the right to adjust the monthly fixed fee for Energy Management Services if the current number of in-scope locations is significantly different from XX.

- b. **Deregulated Energy Procurement Services:**

\$0.005/kWh and \$0.15/Dth will be included on any executed deregulated energy supply contract; fees will be collected and paid to Insight Energy indirectly by the contracted supplier;

- c. **Utility Bill Management Services:** Monthly fixed fee of US \$500.00/month plus US \$25.00 per account added or deleted from platform plus payment reconciliation charges of \$150 per hour if funding amount does not match funding request from provider.

- i. Assumes an average of up to 125 utility invoices per month (electric, gas, water/sewer)
- ii. ISG will review the average number of utility invoices on a semi-annual basis. If the average number of invoices is significantly higher than 125 (+/-10%), ISG will invoice Client for the additional invoices (>125/month) at a rate of US \$4.00 per invoice per month.
- iii. Utility Bill Management fees are based on current fees charged by 3rd party Utility Bill Management provider and are subject to change pursuant to fee changes from the 3rd party provider.

- d. **Regulated Rate Optimization:** Client shall pay to Insight Energy an amount equal to 40% of the Savings ("Gainshare Fee") achieved during the 24 months after the implementation of a Rate Optimization Project, beginning with the first full month during which Savings are realized from a regulated Utility/ Supplier, (ii) 40% of any Refund or credit adjustment received by the Client as a result of delivery of Services by ISG during the Service Term.

Regulated Rate Savings shall be calculated based on the difference between (i) client's cost of Utility Services calculated based on the utility tariff in place at the time of Insight Energy's review and (ii) client's cost of Utility Services calculated based on the utility tariff recommended by Insight Energy. No assurance is given that Client will realize positive savings, and in no event will Insight Energy's total Gainshare Fees be less than zero.



Month-to-Month Premium

Language TBD – charge a premium if term goes MTM

Inflation Multiplier

Upon the annual anniversary date of this Agreement and thereafter on each Agreement year anniversary, the Service Fee shall be adjusted annually by multiplying the current fee by an Inflation Multiplier.

Inflation Multiplier = 103%

Commented [TT1]: Can be removed if client requests, or if scope is a 1-time project.

8) **Scope Exclusions:**

- a. Potential costs of third parties to audit facilities not included in above scope
- b. Costs to execute recommended strategies are not included in scope (example: utility charges for rate switching or meter installation), but will be subtracted from Savings and Refund calculations if incurred by Client.

9) **Client Requirements:**

The Client will provide the necessary information and documentation to Insight Energy within two (2) weeks of signing this Statement of Work #1.

- 1) Signed Agency Authorization (form attached) for ISG to engage the local utilities and suppliers.
- 2) Access to historical electricity and natural gas cost and consumption data (24 months) and Utility invoices
- 3) Access to current deregulated electricity and natural gas supply agreements
- 4) (If requested) Tax ID number / EIN by facility.

In Witness, Whereof, each of the Parties has caused this Agreement to be signed on its behalf by a duly authorized officer of such Party as of the Effective Date.

Insight Energy, LLC

[CLIENT]

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

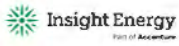
SOW 1 ATTACHMENT B – UTILITY BILL MANAGEMENT SERVICES

Utility Bill Management Services: Insight Energy will provide services to assist client in managing a utility bill processing services through Capturis bill processing system.

1. **Implementation:** The target implementation period is 30-45 days. During this time, Capturis personnel will require the assistance of Customer in gathering information and taking certain specific actions.
 - 1.1 **UBP Setup File:** Customer or End User must complete the UBP Setup File and email it to Capturis.
 - 1.2 **Historical Data Services:** Customer or End User must gather copies of invoices or electronic invoice data information and send or transmit the data to Capturis. Duplicate Historical Invoices will be subject to the per-Invoice Fee.
 - 1.3 **Setup by Capturis:** During implementation, Capturis will (1.3.1) Create a database using the completed UBP Setup File; (1.3.2) Set up all site data in the database; (1.3.3) Set up invoice entry templates and reports; (1.3.4) Set up GL Interface File; (1.3.5) Follow-up with Providers to confirm changes of address; (1.1.1.) Set up Historical Invoice history.
 - 1.4 **Template Creation:** Capturis will create electronic invoice templates for each utility account to be used in the data entry process upon the receipt of the first Invoice.
 - 1.5 **Database Creation:** Capturis will create End User's database utilizing the data in the UBP Setup File.
 - 1.6 **Template Information:** The UBP Setup File will include information pertaining to:
 - 1.6.1 **Site & End User's Data:**
 - 1.6.1.1 HQ Street address, City, State, Zip
 - 1.6.1.2 HQ mailing address (If different), City, State, Zip
 - 1.6.1.3 HQ primary contact, title, phone #, fax #, email address
 - 1.6.1.4 Site name & number
 - 1.6.1.5 Street address, City, State, Zip
 - 1.6.1.6 Primary and Secondary contact name, title email & address (optional)
 - 1.6.1.7 Floor area of buildings in square feet
 - 1.6.1.8 Tax ID Number (TIN)
2. **Site Groupings (Categories):** Groupings for which standard report formats will be programmed by Capturis to facilitate view of End User's utilization and expenditure data.
 - 2.1 **Utility Account Data**
 - 2.1.1 Vendor name
 - 2.1.2 Account name (optional)
 - 2.1.3 Account number
 - 2.1.4 Vendor address (street, city, state, zip)
 - 2.1.5 Premises address (service address shown on the invoice) (optional)
 - 2.1.6 Service type (electric, gas, water, sewer, etc.)
 - 2.1.7 Rate tariffs (optional)
 - 2.1.8 Meter numbers/readings (optional)
3. **Accounting**
 - 3.1 General ledger account codes
 - 3.2 Utility account numbers
 - 3.3 General ledger account code allocation percentage
4. **Operations**
 - 4.1 **Database Maintenance:** Capturis personnel will maintain the database, adding and deleting utility accounts as directed by Customer or End User. Customer or End User will notify Capturis of the requirements for such changes using the online Account Maintenance form.
 - 4.2 **Mail Processing:** Capturis retrieves mail by 9:00am on weekdays and by noon on Saturday (if mail is available on Saturday). Mail received is opened and routed as appropriate; Invoices are scanned and routed to data entry.
 - 4.3 **Data Entry:** Capturis data entry personnel will capture Invoice Information from Invoices. Invoices for which Bill Payment Services and/or Payment Notification Services are being provided will be given priority over Invoices for which Historical Invoice Services or Post Processing Services are being provided. Invoices for which Historical Invoice Services and Post Processing Services are being provided shall be processed as workload permits.
 - 4.4 **Image Validation:** Capturis performs image validation tests on the utility data captured. Validation tests are used to assure the integrity of the information being captured and to verify the accuracy of the data being entered into the system.
 - 4.5 **Error Resolution:** Capturis' invoice error resolution objectives include: (4.5.1) Verify that the same utility account number was not billed twice for the same period; (4.5.2) Determine that a balance due amount carried forward on a current invoice was not previously paid; (4.5.3) Determine that a past due Invoice was not previously paid; (4.5.4) Identify Invoices not

sent or not received (Capturis runs a daily “missing bill” report to identify all Invoice that should have, but have not yet been, received. If an invoice is identified as “missing,” Capturis contacts the Provider to determine Invoice status and requests a new Invoice by mail or facsimile and procures an extension whenever possible.)

- 4.6 Late fees: Capturis proactively works with Providers to remove any late fees.
- 4.7 Variance Testing: Variance tests are run to assure that exceptions to the individual tolerance levels established by Customer or End User during the account setup process are discovered and communicated as appropriate to Customer or End User personnel. Tolerance levels utilized in the variance testing are those established by Customer or End User in the account setup process, as communicated to Capturis within the UBP Setup File. These tolerances include measures for individual account expenditures, demand, and consumption levels and are the responsibility of Customer or End User to investigate and resolve. The following standard variance tests, performed at the account service level, are as follows: Cost per month, Usage per month, Cost per usage, Demand, Cost per day, Supply Unit Cost, and Usage per day.
- 4.8 Standard Validations: Invoices are automatically posted to End User’s site when it is entered and are viewable there by those so authorized using a standard web browser. Capturis also performs standard validations on the invoice data as follows:
 - 4.8.1 Prior Balance: The previous balance column for the current Invoice is checked for a non-zero value and is reviewed against prior payment history.
 - 4.8.2 Two Invoices for the same service period: A previously processed Invoice for the same service to date or Invoice date month.
 - 4.8.3 Amount on Invoice does not match line item totals: The “bill total” amount is compared to the “bill charges” subtotal.
 - 4.8.4 Provider is not recognized: Providers submitting Invoice must match Provider maintained on End User’s Utility Account Database.
 - 4.8.5 Utility Account number is not recognized: Utility Account Number is validated to End User’s Utility Account Database.
 - 4.8.6 Late Fees appear on Invoice: All late fees on Invoices are investigated and cause identified; if a late fee is attributable to Provider error, Capturis performs best efforts to waive penalty fees.
 - 4.8.7 Date Field Validation: Invoice, Service Period and Invoice Due Date must be valid in comparison to the current date, as well as in relation to each other.
- 4.9 Failure to Pass Validation/Variance Testing: Invoices that do not pass a validation test are reported on the internal Capturis exception report for follow-up by Capturis. Invoices that do not pass a variance test are reported on End User’s exception report for resolution by Customer or End User. Exceptions can be set by Customer or End User as warnings or fatal. As Capturis identifies and researches billing errors, the Capturis system operators will document the discussions they have with the Provider required to resolve the error. These records can be accessed by authorized individuals of Customer or End User through the online Activity Log web report. Researched and reconciled Invoices are released for one of the following (a) paid as billed, (b) paid with dollar adjustments, or (c) rejected (e.g., duplicate invoices). Rejected invoices are deleted from the Capturis system.
- 4.10 Resolution: Capturis shall provide Services for resolving issues associated with failed validation tests, by communicating, as appropriate, with Customer, End User or the appropriate Provider. Once the issue has been resolved, the Invoice is cleared and processed in a manner that is consistent with the level of Services provided by Capturis.
- 4.11 Reports: Capturis provides reports for viewing over the Internet for those individuals who are authorized by Customer or End User via a standard web browser. The reports are programmed by Capturis as part of the account setup process using site groupings and other key data derived from the completed UBP Setup File. These standard reports allow Customer or End User to view utility consumption and cost data by site, by period or by Custom Grouping defined by Customer or End User.
- 4.12 Archived Invoices: Capturis creates archives of all scanned Invoices. The images of these scanned invoices will be available for query through the web interface for a period of 25 months after the Invoice has been entered and will also be periodically provided to Customer or End User on CD-ROM. The CD-ROM contains an indexed database of the scanned Invoices for easy query and analysis.
- 4.13 Data Security: Capturis recognizes the importance of data confidentiality and security. The security measures in place at Capturis therefore include:
 - 4.13.1 All billing data resides on Capturis’ proprietary client server-based billing system
 - 4.13.2 Access to the Capturis system requires two separate levels of user IDs and passwords
 - 4.13.3 Any changes to the Capturis system are recorded in a log
 - 4.13.4 Any logins to the Capturis system are recorded in a log
 - 4.13.5 Data is backed up nightly and equipment is available at a remote location for purposes of disaster recovery
 - 4.13.6 Customer and End User access the data in real time, and with limited exceptions, Customer and End User have read-



only authorization

4.13.7 All data transmissions over the Internet are encrypted

5. Other Optional Information Services

5.1 Accounting Reports: Capturis may generate a combination of standard and customized electronic/hard copy accounting reports as specified by Customer or End User. These reports contain all pertinent billing information, including vendor names, dollars, billing dates, general ledger codes, etc. Typical Optional Accounting Reports include:

5.1.1 **Payment Notification Summary:** This report furnishes a detail listing of all Invoices processed by Capturis since the last notification report was run that are approved for payment. If Bill Payment Services are being provided, then the total owing on this report is the amount of funds required from End User in order for Capturis to make payment to the Provider for the Invoices described in the notification. If Bill Payment Services are not being provided, then this listing matches the Invoices that are being notified to End User.

5.1.2 **Paid Transactions Summary:** This report furnishes the same detail as above, but for those Invoices that will be PAID on a given day. This report is sorted by Capturis Process Date and Vendor Name/Utility Account Number within Check Date. This report adds the Capturis check number to each Invoice line item.

5.2 Data Streams: Capturis can provide an electronic data stream containing periodic updates by general ledger account number to be incorporated into End User's electronic accounting system. Capturis will provide such data streams in the data formats as specified and as required to interface to End User's unique accounting system requirements. Data will be available via electronic file transmission.

5.3 Historical Data: Historical Data Entry can be purchased for an additional charge. Capturis will provide such services using one of the two following methods:

5.3.1 **Machine-Readable Medium:** If End User has historical invoice data in a machine-readable medium, Capturis can work with End User's IT staff as appropriate to determine file formats and export protocols and establish data transfer procedures.

5.3.2 **Non- machine-readable medium:** If historical data is not available in a machine-readable medium, Capturis can either manually enter data from all Invoices supplied to Capturis.

5.3.3 The following invoice information is typically collected for historical data entry:

5.3.3.1 Billing period start date

5.3.3.2 Billing period end date

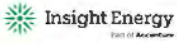
5.3.3.3 Total amount due

5.3.3.4 Utility type

5.3.3.5 Usage quantity

5.3.3.6 Usage charge (\$)

5.3.3.7 All other detailed charges/usages appearing on the invoice



ATTACHMENT C to SOW 1

NATURAL GAS AND ELECTRIC AGENCY AUTHORIZATION

Effective Date: [Redacted]

This Agency Authorization ("Authorization") designates Insight Energy, LLC ("Agent") as the exclusive authorized representative on behalf of [Client Name] ("Client") for the management of Client's natural gas supply, gas supply transportation, electricity distribution, electricity supply program administration and all related services as set forth below.

This Authorization authorizes Agent to act as our Agent for (1) the collection of information regarding Client's entire natural gas supply, transportation needs, account data, and contract information; and (2) the collection of all electricity distribution, supply needs, account data, and contract information. This Authorization will allow any company to deal directly with Agent's representatives on any and all matters pertaining to the collection of (by way of illustration and not limitation) (1) all our natural gas supply and transportation information, account data (both historical and future), information regarding our nomination of gas transportation volumes, and contract information inclusive of terms and provisions; and (2) all our electricity distribution, supply needs, account data (both historical and future), contract information inclusive of terms and provisions. This Authorization also provides that Agent's instructions with respect thereto should be followed.

This Authorization authorizes Agent and its representatives to receive all pricing and invoicing information as it pertains to Client's natural gas procurement information and electricity information, in order for Agent to manage and evaluate all of our natural gas supply and transportation arrangements and all electricity distribution, supply needs.

This Authorization authorizes Agent to verbally transact contractual obligations on behalf of Client (at Client's direction) for the purpose of transacting under the supply, transportation, distribution and related agreements with your company.

This Authorization will remain in effect until modified or revoked in writing by the undersigned or by Agent. A written revocation from Client will cancel this Authorization. This Authorization does not preclude the ability of Client to act in its own behalf for same services.

AGENT:
Insight Energy, LLC
5555 Triangle Pkwy, Suite 300
Norcross, GA 30092
Phone: (888) 973-0208

CLIENT:
[Client Name]
[Client Address]
[Client City / State]
Phone: [Client Phone]

By: _____
Name: _____
Title: _____
Date: _____



New York Department of Public Service

Energy Broker and Consultant Registration Form

July 11, 2023

Insight Energy LLC

5555 Triangle PKWY, Suite 300

Norcross, GA 30092

Contact: Michael Kemp, Director

mkemp@insightsourcing.com

770-629-0695

Insight Energy LLC does not normally send notices where we assign our sales agreements to other entities or transfer our services to other providers.

We have provided notices of discontinuation of our services in the past. A sample of that language can be found below.

[The rest of this page has been intentionally left blank]



Re: Notice of Termination of Services Agreement dated [Insert Date]

To whom it may concern:

Reference is made to that certain Services Agreement dated [Insert Date] (the “Agreement”) by and between Insight Sourcing Group, LLC (“Insight,” “we” or “our”) and [Customer] Corporation (“Customer,” “you” or “your”).

Insight and [Customer] have enjoyed an energy management business relationship since [Year]. Originally signed for a [Term], this Agreement has been [Insert detail on history of Customer Contract]. While we have appreciated our partnership with [Customer] and are proud of the value we have been able to provide in the past, we have been advised by our senior leadership that Insight cannot continue to provide these services [Insert reason for discontinuation of services].

As such, this letter is to inform you that we intend to terminate the above referenced Agreement as of [Date], unless we are able to amend the Agreement or replace it with a new agreement that better reflects the services we are providing and adjusts the fees accordingly.

We are hopeful that we can mutually agree on a path forward that will benefit both parties. However please be advised that if no agreement can be reached by [Date], we will have no choice but to discontinue all services to [Customer] effective [Date].

It is our desire to continue working with [Customer] and we sincerely hope that we are able to come to acceptable contract terms in order to do so. Please work with [Customer Representative], your Insight Energy Client Executive, to discuss a course for the future, or you may contact me directly with any questions about this notice.



New York Department of Public Service

Energy Broker and Consultant Registration Form

July 11, 2023

Insight Energy LLC

5555 Triangle PKWY, Suite 300

Norcross, GA 30092

Contact: Michael Kemp, Director

mkemp@insightsourcing.com

770-629-0695

- Procedures used to obtain customer authorization for access to a customers' historic usage or credit information;
 1. Insight Energy enters into a Services Agreement with every single one of our customers.
 2. Part of the Services Agreement, which has been attached to this application, is a Letter of Authorization (Attachment B to SOW 1)
 3. Insight Energy reviews that Letter of Authorization with the customer to ensure they understand the necessity of the Letter, as well as what the terms the customer is agreeing to.
 4. The customer will end up signing the Letter of Authorization that Insight Energy then includes in our Request for Price process that is sent to all participating Energy Suppliers, essentially granting Insight Energy the authorization to act as the customer's consultant.

Sample Customer Authorization Form:

[The rest of this page has been intentionally left blank]



ATTACHMENT B to SOW 1

**NATURAL GAS AND ELECTRIC
AGENCY AUTHORIZATION**

Effective Date: _____

This Agency Authorization (“Authorization”) designates Insight Energy, LLC (“Agent”) as the exclusive authorized representative on behalf of [Client Name] (“Client”) for the management of Client’s natural gas supply, gas supply transportation, electricity distribution, electricity supply program administration and all related services as set forth below.

This Authorization authorizes Agent to act as our Agent for (1) the collection of information regarding Client’s entire natural gas supply, transportation needs, account data, and contract information; and (2) the collection of all electricity distribution, supply needs, account data, and contract information. This Authorization will allow any company to deal directly with Agent’s representatives on any and all matters pertaining to the collection of (by way of illustration and not limitation) (1) all our natural gas supply and transportation information, account data (both historical and future), information regarding our nomination of gas transportation volumes, and contract information inclusive of terms and provisions; and (2) all our electricity distribution, supply needs, account data (both historical and future), contract information inclusive of terms and provisions. This Authorization also provides that Agent’s instructions with respect thereto should be followed.

This Authorization authorizes Agent and its representatives to receive all pricing and invoicing information as it pertains to Client’s natural gas procurement information and electricity information, in order for Agent to manage and evaluate all of our natural gas supply and transportation arrangements and all electricity distribution, supply needs.

This Authorization authorizes Agent to verbally transact contractual obligations on behalf of Client (at Client’s direction) for the purpose of transacting under the supply, transportation, distribution and related agreements with your company.

This Authorization will remain in effect until modified or revoked in writing by the undersigned or by Agent. A written revocation from Client will cancel this Authorization. This Authorization does not preclude the ability of Client to act in its own behalf for same services.

AGENT:
Insight Energy, LLC
5555 Triangle Pkwy, Suite 300
Norcross, GA 30092
Phone: (888) 973-0208

CLIENT:
[Client Name]
[Client Address]
[Client City / State]
Phone: [Client Phone]

By:

Name:

Title:

Date:



New York Department of Public Service

Energy Broker and Consultant Registration Form

July 11, 2023

Insight Energy LLC

5555 Triangle PKWY, Suite 300

Norcross, GA 30092

Contact: Michael Kemp, Director

mkemp@insightsourcing.com

770-629-0695

Insight Energy LLC intends to market its services directly to both commercial and industrial customers within the State of New York. We regularly run advertisements on websites such as LinkedIn, FacilitiesNet, and ESG Today. We also regularly attend multiple conferences per year where we host information sessions. Finally, we also host our own webinars through LinkedIn to facilitate customer outreach.





Insight Energy LLC also creates e-mail marketing campaigns that reach out to customers to market our services. If a customer responds to one of those e-mail marketing campaigns, then we will schedule an introductory call and go through our normal sales process.

Insight Energy LLC does not partake in any cold calling procedures as of today.

Energy Procurement & Management

Energy Procurement & Management

A comprehensive suite of solutions to manage energy costs and risks

	PRICE MANAGEMENT 	PRICE MANAGEMENT 	PRICE MANAGEMENT 	DATA MANAGEMENT 
Solution	Wholesale & Retail Procurement & Risk Management Highly customizable procurement solutions based on footprint and spend profile Develop strategy for managing energy contracts and supplier base Manage commodity, credit, and counterparty risk	Regulated Rate Optimization Assesses how changes to Utility / Transportation tariffs impact cost structure Understand how regulatory updates impact cost structure and risk	Other Services Natural Gas Pipeline negotiation for new facility build-outs Peak Load Management through identification and notification of peak load events in PJM Open/Close Utility Services Budget Development Services Regulatory Compliance	Data Management Implement platforms to collect data, target opportunities, measure project results, and report on company KPIs Collect accurate energy billing and demand data through a reliable payment solution
Value	Proactive price management with Superior ROI Maintain value in the purchasing process, creating transparency and minimizing supplier margins 5% - 18% Typical Savings	Proactively optimized rate tariff structures in regulated markets Immediate realized bottom-line savings 2% - 5% Typical Savings	Manage peak demand to minimize costs. Develop accurate budgets to create financial certainty Ensure regulatory compliance 1% - 2% Typical Savings	Site benchmarking and visibility into utility data Consolidated reporting & Reduced billing errors 1% - 2% Typical Savings

Energy Procurement & Management

Retail Energy Management



PRODUCT / SERVICE	DEFINITION
Account/Relationship Management	Onboarding, client renewals, main point of contact
Deregulated Procurement – Electricity and Natural Gas	Energy supply RFPs
Natural Gas Asset Management	Pipeline transportation management / Nominations and balancing / Storage management
Regulated Rate Analysis & Optimization	Review rate and supply options and assist with rate switch where applicable
Energy Invoice Reconciliation	Reconcile monthly utility and supply invoices against tariff and supply rates. Assist with issue resolution where applicable.
Energy Budgets	Annual electric & gas budgets by commodity, facility, and corporate summary. Budget-to-actual comparisons & periodic budget updates are available.
Risk Management and Hedging	Evaluate Client's tolerance for energy price risk and review applicable risk management policies and procedures, develop purchasing/hedging strategies, provide periodic risk/market summary calls with client, and recommend and execute physical or financial hedges.
Energy Market Intelligence	Compile and analyze energy supply and demand data from a variety of public and proprietary sources. Develop future outlook/forecast of energy prices, monitor and analyze regulatory and legislative issues impacting the cost and reliability of energy, highlight utility filings affecting energy tariff rates, and provide updates on energy market developments through recurring conference calls, blog posts, and publications.
Utility Bill Management and Payment	Collection, validation, analysis, upload and presentation of utility invoices. Bill payment or post-payment options are available.
Other / Misc	EnergyStar reporting,

Energy Procurement & Management

Energy Choice

Scope /
Description

- Collect data
- Identify and evaluate energy suppliers
- Build RFP, manage RFP process
- Analyze bids, and develop a recommendation to present to the client
- Facilitate execution of contract by forwarding an executable contract from the selected supplier, and cancelling existing supplier contract as necessary.
- Fees are collected through supplier instead of billed to client.

Deliveries &
Responsibilities

DELIVERABLES

- Electricity or Natural Gas Procurement Matrix and Recommendation
- Facilitation of Contract Execution

FULFILLED BY:

- Energy Choice team



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In all our Customer Agreements, we include a compensation section that discloses our fees and contractually obligates our fee to a certain rate. Please see an example below (You can also find this language in our sample Standard Agreement):

a. Compensation Method:

Client shall compensate Insight Energy using the method described in this Section (the "**Service Fee**"). The Service Fee for the Services described in SOW #1 ("Energy Management Services") is as follows:

a. **Deregulated Energy Procurement Services:**

\$0.00XX/kWh and \$0.XX/Dth will be included on any executed deregulated energy supply contract; fees will be collected and paid to Insight Energy indirectly by the contracted supplier;

Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details



ENTITY NAME: INSIGHT ENERGY, LLC

DOS ID: 6935110

FOREIGN LEGAL NAME: INSIGHT ENERGY, LLC

FICTITIOUS NAME:

ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 07/12/2023

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/12/2023

INACTIVE DATE:

FOREIGN FORMATION DATE: 10/20/2021

STATEMENT STATUS: CURRENT

COUNTY: NEW YORK

NEXT STATEMENT DUE DATE: 07/31/2025

JURISDICTION: GEORGIA, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, UNITED STATES, 10005

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM

Address: 28 LIBERTY STREET, NEW YORK, NY, 10005

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share



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Insight Energy LLC does not serve any municipalities within the State of New York.

Insight Energy LLC does not have any permits to operate in any municipalities since we do not serve any municipalities within the State of New York.



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted to OCS.OPERATIONS@DPS.NY.GOV

Date 5/20/2024

Company Name Insight Energy LLC

Service Type (Check all that apply): Gas Elec ESCO Cable TV
Water ILEC CLEC Toll Only Other _____

President
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Vice President / Director of Customer Service Kane Kiester
Mailing Address 5555 Triangle PKWY, Ste 300
Norcross, GA 30092

Email Address kkiester@insightsourcing.com
Phone Number 412-335-4883 Fax Number _____

Primary Regulatory Complaint Manager Michael Kemp
Mailing Address 5555 Triangle PKWY, Ste 300
Norcross, GA 30092

Email Address mkemp@insightsourcing.com
Phone Number 281-615-1218 Fax Number _____

Secondary Regulatory Complaint Manager Tom Sapp
Mailing Address 5555 Triangle PKWY, Ste 300
Norcross, GA 30092

Email Address tsapp@insightsourcing.com
Phone Number 502-619-2926 Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: energy@insightsourcing.com Fax: _____