

## Share Your Energy Data Authorization

By signing this document (the "Release"), you are authorize \_\_\_\_\_ to release past and future billing and interval meter data ("Data") regarding your account to \_\_\_\_\_ through \_\_\_\_\_'s agent, Recurve Analytics, Inc. ("Recurve").

This Release enables Recurve to communicate to \_\_\_\_\_ the impact that energy efficiency measures installed through the FLEXmarket are having on energy consumption. Data may be provided, or otherwise disclosed to regulators or other third parties, and may be used to enhance marketplace design and to support third parties such as aggregators and finance companies in their ability to forecast and optimize outcomes. By signing below, you agree:

- I am an authorized representative of the customer identified below ("Customer") and authorize the "UTILITY", \_\_\_\_\_ to release the Customer's Data, as needed to calculate flexibility impacts for the accounts listed below.
- I authorize Recurve to access this Data, beginning on the signatory date below and ending at the end of the \_\_\_\_\_ FLEXmarket program or when Customer notifies \_\_\_\_\_ or Recurve in writing or at [www.demandflexmarket.com/data-opt-out](http://www.demandflexmarket.com/data-opt-out) to cease Data sharing.
- I certify that Recurve has authority to act on the Customer's behalf in order to request the release of Data for the accounts listed on this form, without the need for any additional authorization from the Customer, subject to verification as required by \_\_\_\_\_.
- I agree to and hereby release, hold harmless, and indemnify \_\_\_\_\_, \_\_\_\_\_ and Recurve from any liability, claims, demands, causes of action, damages, or expenses resulting from 1) any release of Data to Recurve; 2) the use of Data by Recurve and \_\_\_\_\_; and 3) from any actions taken by Recurve according to this Release.
- I further agree that I will not have any recourse or claim against \_\_\_\_\_, \_\_\_\_\_ and/or Recurve if Data is disclosed to an unintended party. NONE OF \_\_\_\_\_, \_\_\_\_\_ AND/OR RECURVE SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, OR PROFIT, ARISING IN CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF \_\_\_\_\_.

THE POSSIBILITY OF SUCH DAMAGES. EACH OF \_\_\_\_\_'S, \_\_\_\_\_ AND RECURVE'S AGGREGATE LIABILITY TO CUSTOMER FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS RELEASE AND/OR THE DISCLOSURE, LOSS, OR USE OF DATA SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

## Share Your Energy Data Authorization

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Customer of Record

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
**Account Address #1**

\_\_\_\_\_  
Title of Signatory (please print)

Service Address                      City                      Service Agreement ID

\_\_\_\_\_  
Phone Number of Signatory

\_\_\_\_\_  
**Account Address #2**

Executed this \_\_\_\_ day of \_\_\_\_\_, at  
\_\_\_\_\_  
(City and State Where Executed)

Service Address                      City                      Service Agreement ID

\_\_\_\_\_  
**Account Address #3**

Service Address                      City                      Service Agreement ID

\_\_\_\_\_  
**Account Address #4**

Service Address                      City                      Service Agreement ID

(provide additional accounts on a separate sheet and attach)