



Member Services Agreement (MSA)

This Member Services Agreement (MSA) is effective this 20th day of March 2023 (“Effective Date”), and outlines the roles, responsibilities, and obligations of CCAP Participants (“Participant”) and the Washington State Transit Associations (“WSTA”).

Services

WSTA will perform the services as described in Exhibit A attached hereto (“Services”), which include transactions facilitated by WSTA’s aggregation consultant, SRECTrade, Inc. (“SRECTrade”) on behalf of Participant. Participant hereby appoints WSTA as its agent and authorizes WSTA to take such actions on its behalf and to exercise such powers as are delegated to WSTA by the terms hereof including, without limitation, to engage SRECTrade and to perform the duties and obligations on behalf of Participant.

Pricing and Payment

In exchange for performance of the Services, WSTA and SRECTrade will be paid a Fee as described below:

Fee Schedule for 2023

Cumulative Credits Generated	SRECTrade Fee % of Transaction Value	WSTA Admin Fee % of Transaction Value	Total Fee % of Transaction Value
0 – 5,000	7.5%	1.0%	8.5%
5,001 – 20,000	6.0%	0.75%	6.75%
20,000+	4.5%	0.50%	5%

A minimum fee of \$4.50 per credit will apply to all Transactions. The cumulative amount of aggregated minimum fees will not exceed half of the total Transaction Value.

Any program fees assessed by the Department of Ecology (“Regulator”) are to be paid by Participant.

WSTA’s Admin Fee will be reviewed annually by the WSTA Board Directors at their 4th Quarter Board meeting; any changes will not go into effect until the following quarter. SRECTrade transaction and minimum fees will not change unless authorized by WSTA and notice given to members.

Credits will be sold on the market by SRECTrade. SRECTrade will remit revenue to WSTA after deducting their fees. WSTA will deduct the Administrative Fee as outlined above and remit payment to Participant based on credits sold on Participant’s behalf.

Payments to Participant will be sent via USPS in the form of a check no later than 30 days after payment from SRECTrade is received.

Term and Termination

WSTA and SRECTrade shall perform Services for Participant during the period commencing on the Effective Date. The term of this MSA shall be for two (2) year, with automatic one-year (1-year) extensions thereafter (the "Term"). WSTA or Participants shall provide thirty (30) days written notice of intent not to exercise the automatic extension.

Either WSTA or Participant may terminate their participation in the MSA with 90 days written notice.

Should either WSTA or Participant default in the performance of the MSA or materially breach any of its obligations, the non-breaching party may terminate the MSA immediately if the breaching party fails to cure the breach within fifteen (15) days after having received written notice by the non-breaching party of the breach or default.

Representations and Obligations of Participants

- Participant agrees that, at all times during the Term of the MSA, Participant will provide all information requested by WSTA or SRECTrade to provide Services and such information shall be true, complete, and correct in all material respects and shall include, but is not limited to, information required to register and deactivate eligible assets, submit ongoing reports, perform activities related to administering and monetizing credits and other reporting and correspondence with the Regulator.
- Participant understands and agrees that there is no guarantee of successful creation, transaction, or monetization of Credits.
- Participant warrants that it is the owner, or represents the owner, who hold(s) legal title to the Credits associated with fuel supply equipment Assets under these Programs. All right, title and interest in and to the Credits shall be free and clear of any liens, taxes, claims, security interests, or other encumbrances and that Participant has not sold the credits to any other person or entity. If Participant is acting on behalf of a third-party owner of the assets from which the Credits are derived, upon request Participant shall provide to WSTA or SRECTrade evidence of Participant's legal rights to the credits.
- Neither Participant nor any other party has made any claims associated with the Credits.
- Participant releases its rights to report and claim the Credits under these Programs.
- Participant designates SRECTrade to act on its behalf with regards to the registration, reporting, and marketing of Credits under these Programs.
- Participant attests that the information provided to SRECTrade to register clean fuel assets and report the ongoing fuel supply and/or consumption data with the regulator is complete and correct.
- Participant agrees to use Credit proceeds in compliance with applicable Program rules.
- Participant hereby agrees to indemnify, defend and hold harmless SRECTrade and its directors, officers, employees and agents from any and all claims, damages and expenses incurred by them as a result of any inaccuracy in such Participant information.
- Exhibits B and C attached hereto are made a part of this MSA describe the platform user and privacy policies for using WSTA's consultant's online platform. The Terms and Conditions found on SRECTrade.com are superseded by Exhibits B and C.

Document Requests by the Regulator and Others

The Regulator (as defined in Exhibit A) may request access to information, including copies of documents delivered to WSTA or SRECTrade by Participant, pursuant to applicable legal or regulatory requirements. If requested, access to such documents and information will be provided under the supervision of WSTA or SRECTrade personnel.

Regulatory Action; Regulatory Change

The current regulatory credit generating structure provides the Regulator authority to suspend, restrict, modify, or revoke any account; modify or delete a certified Carbon Intensity ("CI"); restrict, suspend, or invalidate credits; or recalculate the deficits in an account. Should any of these events occur, or in the event of material changes to the regulatory Credit generating structure, or other changes significantly impacting this MSA, WSTA and Participant shall negotiate changes to this MSA, via written modification, in good faith to reflect necessary additional work or costs to be incurred due to changes in the regulatory structure. In all respects, this MSA shall be interpreted in a manner that is consistent with the requirements of the applicable regulations, including subsequent changes to the regulations that may occur during the term of this MSA.

Indemnification

Participant agrees to indemnify, defend and hold WSTA and its officers, directors, employees, consultants, contractors and agents (collectively, "**Representatives**") harmless from and against any and all damages, expenses (including reasonable attorney's fees), losses or liabilities by or asserted against WSTA or its Representatives caused by or arising of : (a) breach of any representation, warranty or covenant by the Participant contained in this MSA, or (b) negligence or willful misconduct by Participant or its respective employees, contractors or agents.

Exhibits

All exhibits described in this MSA are hereby incorporated in and made a part of this MSA, except that if there is any inconsistency between this MSA and the provisions of any exhibit, the provisions of this MSA will prevail. Terms used in an exhibit and in this MSA will have the same meanings.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

WSTA

Signature: _____

Print Name: Justin D. Leighton

Title: Executive Director

Date Signed: _____

Participating: WHATCOM TRANSPORTATION AUTHORITY

Signature: _____

Signed: Monday, March 20, 2023

Print Name: Les Reardanz _____

Title: General Manager _____

EXHIBIT A - Services

A.1. Designation. Participant will execute designations as required by the Regulator (defined below) for WSTA or SRECTrade to provide Services. A form similar to the one included in Exhibit D Designation Forms will be completed for each Participant with a distinct Federal Employer Identification Number (FEIN) on whose behalf Assets (defined below) are being registered and Credits generated by SRECTrade.

A.2a Services – Clean Fuel Assets. WSTA or SRECTrade will provide to Participant certain transaction and management Services as described in this MSA, relating to Participant credits (“**Credits**”) that may result from Participant’s operation of eligible owned or leased equipment (“**Clean Fuel Assets**” or “**Assets**”) pursuant to the California Low Carbon Fuel Standard (“**CA LCFS**”), Oregon Clean Fuels Program (“**OR CFP**”), Washington State Clean Fuel Standard (“**WA CFS**”) or other similar incentive programs that become available. Participant understands and agrees that there is no guarantee of successful creation, transaction, or monetization of Credits.

- (a) Fueling Supply Equipment (“FSE”) Registration
 - (i) Register and provide administrative services associated with the registration of Clean Fuel Assets to generate Participant Credits with the California Air Resources Board, the Oregon Department of Environmental Quality, the Washington State Department of Ecology, or other relevant regulatory body (“**Regulator**”).
- (b) Manage and Maintain Reporting Requirements
 - (i) Provide management and maintenance services for all reporting requirements deemed mandatory or recommended by the Regulator.
 - (ii) WSTA or SRECTrade and Participant will work together to collect usage and fuel transaction data. Participant will be responsible for all costs associated with making the Assets ready to register and report.
 - (iii) WSTA or SRECTrade will report consumption data to the appropriate tracking registry (“**Registry**”) for clean fuel assets generating Participant Credits and act as the administrative agent between Participant and Registry.
 - (iv) Participant will be provided with an online account at SRECTrade.com that provides information about Participant Clean Fuel Assets, Credit transaction histories, direct deposit payment details, and other information.
- (c) Activity in Participant’s Registry Account
 - (i) In the case that WSTA or SRECTrade is providing Services within Participant Registry account(s), Participant agrees to establish and grant access to WSTA or SRECTrade.
 - (ii) WSTA or SRECTrade agree that when operating within Participant Registry Account(s) to limit activity to that necessary to provide Services.
- (d) Marketing, Sale, and Payment of Credits
 - (i) Once Credits are issued and made available for sale, WSTA or SRECTrade will facilitate all marketing and sales of the Credits (each, a “**Transaction**”). By agreeing to this term, Participant gives WSTA or SRECTrade permission to execute Credit Transactions at WSTA or SRECTrade’s discretion. WSTA or SRECTrade shall negotiate in good faith and use commercially reasonable efforts to maximize the value of such Transactions.
 - (ii) Following Transaction execution, Participant will be notified of a successful Transaction.
 - (iii) WSTA or SRECTrade will facilitate all settlement, delivery, and payment for all Credit Transactions.
- (e) Purchase of Renewable Energy Credits
 - (i) WSTA or SRECTrade may be able to purchase Renewable Energy Credits (“**RECs**”) on behalf of Participant to help lower the CI of Participant’s fuel and increase value paid to Participant. By agreeing to this term, Participant gives WSTA or SRECTrade permission to facilitate the

purchase of RECs on its behalf. The purchase price of these RECs will be based on what is readily available to WSTA or SRECTrade and be executed at WSTA or SRECTrade's sole discretion. The costs to purchase RECs will be netted from Transaction proceeds.

- (f) Information. If to provide Services contemplated herein WSTA or SRECTrade requires any other information that is not outlined or anticipated, Participant will work with WSTA or SRECTrade in a timely manner to provide the information.

EXHIBIT B - SRECTrade Platform User Agreement

The following describes the terms upon which SRECTrade offers Participant access to the SRECTrade online transaction website (“**SRECTrade Platform**”) to be used by the Parties to effect Transactions as outlined on Exhibit A. By accessing the Platform, Participant agrees to the following:

- (a) Participant’s use of the SRECTrade Platform.** While using the SRECTrade Platform, Participant agrees that it will not:
 - (i) Violate any laws, third-party right, or SRECTrade’s Privacy Policy, as set forth in Exhibit D;
 - (ii) Circumvent or manipulate SRECTrade’s Fee structure, the billing process, or Fees owed to SRECTrade;
 - (iii) Transfer Participant’s SRECTrade account to another party without the express, written consent of SRECTrade;
 - (iv) Distribute viruses or any other technologies that may harm SRECTrade, the SRECTrade Platform, or the interests, information or property of other users of the SRECTrade Platform;
 - (v) Copy, modify, or distribute content from the SRECTrade Platform, or misuse or otherwise infringe upon SRECTrade’s copyrights and/or trademarks; or
 - (vi) Harvest or otherwise collect information about other users of the SRECTrade Platform, including email addresses and financial information, without the express, written consent of such other users of the SRECTrade Platform.

- (b) Service Availability; Cancellation by SRECTrade.**
 - (i) Participant understands and agrees that SRECTrade has no obligation to store, maintain or otherwise provide Participant with a copy of any content or information that Participant or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.
 - (ii) Without limiting other remedies, SRECTrade may limit, suspend, or terminate SRECTrade’s Services and Participant accounts, prohibit access to SRECTrade’s Platform, delay or remove hosted content, and take technical and legal steps to prevent Participant from accessing the SRECTrade Platform if SRECTrade believes in good faith that Participant is violating the law, engaging in fraudulent activity, or is in breach of the MSA or this SRECTrade Platform User Agreement.

- (c) Access and Interference.**
 - (i) The information on the SRECTrade Platform is proprietary or is licensed to SRECTrade by SRECTrade’s other users or third parties. Participant agrees that it will not use any robot, spider, scraper or other automated means to access the SRECTrade Platform for any purpose without SRECTrade’s express, written permission and consent.
 - (ii) Additionally, Participant agrees that Participant will not:
 - Copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for Participant’s information) from the SRECTrade Platform without the express, written permission and consent of SRECTrade and the appropriate third party, as applicable;
 - Interfere or attempt to interfere with the proper working of the SRECTrade Platform or any activities conducted on the SRECTrade Platform; or
 - Bypass SRECTrade’s robot exclusion headers or any other such measures that SRECTrade may use to prevent or restrict access to the SRECTrade Platform.

EXHIBIT C – SRECTrade Privacy Policy

D.1 Introduction

- (a) This Privacy Policy is effective upon Participant registering, accessing or using www.srectrade.com, SRECTrade mobile site, SRECTrade-X, and the SRECTrade-X mobile site (“SRECTrade-X”), and all other SRECTrade websites, apps, developer platforms, management and transaction services, premium services, other products and services offered by SRECTrade, or any content or information provided as part of these technologies (collectively, “**Technologies**”).
- (b) By accepting this Privacy Policy, Participant expressly consents to SRECTrade’s collection, storage, use and disclosure of Participant’s information as described herein.

D.2 Collection

- (a) Account Registration. Participant may be required to provide some personal information, including, but not limited to, Participant’s name, email address, home, work, or mobile telephone number, facility address, mailing address, bank account information, and a password. Once Participant provides this information to SRECTrade, Participant is no longer anonymous to SRECTrade. When Participant provides SRECTrade with its personal and financial information, Participant consents to the transfer and storage of that information on SRECTrade servers.
- (b) Asset Registration. Participant may also be required to provide to SRECTrade information relevant to the Assets being registered.
- (c) Information Exchange. Participant understands that the Technologies provided by SRECTrade include the sharing and exchange of Participant information and data with third-party entities including, but not limited to, state regulatory bodies and agencies, tracking systems, generation reporting companies, installers, and utility companies.
- (d) Participant Interaction. When Participant contacts SRECTrade, either by email or phone, SRECTrade may access Participant’s account, settings, preferences, emails, and other contributions to SRECTrade Technologies and collect the information needed to understand and respond to Participant’s question, track potential problems and trends and, if applicable, investigate any breach of this Privacy Policy.
- (e) Using the SRECTrade Technologies. By using SRECTrade Technologies, Participant understands that SRECTrade may collect the following information, in addition to the information specified above in Section D.2:
 - Transactional information based on Participant’s activities on the sites (including, but not limited to, bids, offers, orders, buying, selling, and items and content Participant generates or that relates to Participant’s account);
 - Correspondence through SRECTrade sites, or correspondence sent to any SRECTrade employee or email address, or via telephone correspondence;
 - Any other information provided during Participant’s interaction with the Technologies and content, including, but not limited to, computer and network information, statistics on page views, traffic to and from sites, IP addresses and standard web log information;
 - Information from other companies, including installation companies and generation reporting companies, such as demographic and traffic data; and
 - Other supplemental information from third parties.
- (f) Collection of New Data. SRECTrade’s Technologies are constantly evolving which may result in the collection of new information. Additionally, new partnerships or corporate mergers or acquisitions may result in new Technologies that require the collection of new information. If SRECTrade starts

collecting substantially new types of **personal or financial information** in a way that materially impacts how SRECTrade handles SRECTrade Participants' data, SRECTrade may seek to amend this Privacy Policy with Participant.

- (g) **Cookies.** SRECTrade uses "Cookies" (small files placed on Participant's hard drive) and similar technologies, including mobile application identifiers, to help SRECTrade recognize Participants across different Technologies; analyze SRECTrade website flow; customize SRECTrade Technologies and content; measure promotional effectiveness; improve Participant experience; increase security; and more. Participants can control Cookies through web browser settings and other tools. However by using SRECTrade Technologies Participant consents to the placement of Cookies and beacons in its web browser and HTML-based emails in accordance with this Privacy Policy. A few important things Participants should know about SRECTrade use of Cookies are that:
- SRECTrade may offer certain Technologies that are only available using Cookies;
 - SRECTrade uses Cookies to help identify Participant and maintain Participant's sign-in status;
 - Most Cookies are "Session Cookies" that are automatically deleted from the hard drive at the session's end;
 - Participant is free to decline Cookies if its web browser permits, although doing so may interfere with Participant's use of some of Technologies, including Participant's access to its SRECTrade account;
 - Participant may encounter third-party Cookies on sites that are not controlled by SRECTrade.
- (h) **Information Collected from Participants' Devices and Networks.** When Participant visits or leaves SRECTrade.com, SRECTrade may receive the URL of the site from which Participant comes or the one to which Participant is directed as well as the internet protocol ("IP") address of Participant's company or the proxy server used to access the web, Participant's computer operating system details, type of web browser, mobile device identification, operating system, and the name of Participant's ISP or mobile carrier. SRECTrade may also receive location data passed to SRECTrade from a third-party service provider or GPS-enabled devices that Participant has set up, which SRECTrade may use to show Participant's local information and for fraud prevention and security purposes. Participant understands that most mobile devices have settings to disable the sharing of real-time location data, and that Participant should enable these settings if it does not wish to share this information with SRECTrade.
- (i) **Social Media Widgets.** A "Widget" is a stand-alone application used on SRECTrade sites to display information or to invite Participants to interact with Technologies in a variety of ways. These Widgets may collect Participant's IP address, which page Participant is visiting on SRECTrade sites, and may set a Cookie to enable the feature to function properly. Participant understands that social media features and Widgets are hosted by a third party or directly on SRECTrade sites. Irrespective of host, Participant understands that these features are governed by the privacy policies of the company providing the feature.

D.3 Use of Participant Data

- (a) **SRECTrade collects personal and financial information** to provide Participant with a safe, smooth, efficient, and customized experience. Participant understands, accepts, and consents that SRECTrade is authorized to use **Participant's personal and financial information** in several ways.
- (b) **General.** SRECTrade is authorized to use **Participant's personal and financial information** to:
- Provide the Technologies and Services support requested by Participant;
 - Resolve disputes, collect Fees, and troubleshoot problems;
 - Enforce this Privacy Policy;
 - Customize, measure, and improve its Technologies and content;

- Inform Participant about Services updates, changes, and promotions; and
 - Compare information for accuracy, and to verify it with third parties.
- (c) **Communication.** SRECTrade may communicate with Participant via telephone, email, notices posted on the SRECTrade sites or apps, direct messages, and other means available through the Technologies. Communications may include welcome and setup communications, Services communications, promotional communications, and other account support communications. These communications will be sent to Participant based on Participant's account information and communication preferences. Participant understands and acknowledges, however, that Participant cannot opt out of receiving Services communications from SRECTrade.
- (d) **Data Analysis.** SRECTrade may use and disclose de-identified data shared with SRECTrade either by Participant or a third-party providing data on behalf of Participant, for research and to improve its service. Any and all of this information may be aggregated with information from other Participants or may be provided individually in a redacted format as an example of Participant experience at SRECTrade Technologies. SRECTrade is also expressly authorized by Participant to share with third parties, aggregate and/or de-identified data, including **Participant's Facility location, equipment, energy generation and consumption history, and use of the Technologies.**
- (e) **Data Sharing with Third Parties.** SRECTrade may disclose Participant's personal and financial information to third-party services providers who assist SRECTrade in providing SRECTrade Technologies. Participant understands and accepts that SRECTrade may contract with other companies and individuals to perform certain functions on SRECTrade's behalf, or to provide Participant with certain services. This includes, but is not limited to, processing credit card payments, issuing ACH deposits, sending postal mail and email, analyzing data, and providing marketing assistance. These third parties will only have access to personal information to the extent necessary to perform their intended function or service and are not authorized to use it for other purposes.
- (f) **Marketing.** SRECTrade will not sell or rent Participant's personal information to third parties for their marketing purposes without Participant's written consent. If Participant does not wish to receive some forms of communications from SRECTrade, Participant may indicate this preference.