



APX VCS Registry

DECLARATION OF AGENCY

This Declaration of Agency ("Declaration") is made this 7th day of April 2017 by the following:

PRINCIPAL: THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, FOR THE UNIVERSITY OF WISCONSIN-MILWAUKEE ("Principal")

AGENT: Second Nature ("Agent")

RECITALS

WHEREAS, APX, Inc. ("Administrator") operates the APX VCS Registry (the "Registry");

WHEREAS, Agent is an Account Holder in the Registry;

WHEREAS, Principal is the Project Proponent and desires to hire and/or contract with Agent to access the Registry on its behalf and register the Project(s) in, and have the VCU's attributable to such Project(s) issued to, Agent's account on the Registry;

WHEREAS, Agent and/or Principal may have access to certain confidential information and materials contained in the Registry (the "Confidential Information"); and

WHEREAS, such access to the Registry by Principal and/or Agent is governed by rights and obligations established by or under the Registry Terms of Use (the "Terms of Use"), the Registry Operating Procedures and such other agreements, manuals and practices of Registry Administrator, as applicable (collectively, the "Operative Documents");

DECLARATION

NOW, THEREFORE acknowledging that Administrator will rely on the truth, accuracy and completeness of the declarations made below, Principal and Agent declare:

1. Scope and Exclusivity of Agent's Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Agent (the "Grant of Authority"), Agent is authorized to act on behalf of Principal with respect to Agent's account in the Registry on the following terms:

- (i) Agent shall have all of the applicable rights and responsibilities described in the Operative Documents;
- (ii) Agent agrees to be bound by the Operative Documents, including but not limited to the limitations of liability and indemnification provisions contained therein;
- (iii) Agent is authorized to communicate and transact with Administrator as Principal's sole and exclusive agent;
- (iv) Administrator is authorized to communicate and transact directly and exclusively with Agent as Principal's agent; and
- (v) Principal will abide by any direction rightfully issued by Administrator to Agent.

2. Continuing Responsibilities and Liabilities of Principal

Notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable for compliance with all of the terms and conditions of the Operative Documents, including without limitation indemnification of Administrator, defaults under the Operative Documents committed by Agent and payment of all amounts due or to become due under the Operative Documents. Agent's authorization to make payment of any such amount hereunder shall not release Principal from liability for any obligations not satisfied by Agent, financial or otherwise.

3. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

3.1 Principal and Agent each recognizes, accepts and intends that Administrator will rely, upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliances with the Operative Documents. Neither party to this Declaration shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. This Declaration shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, neither party will be entitled to punitive, cover, exemplary, multiplied or consequential damages, prejudgment interest or attorneys' fees or costs, except as may be required by statute and each party irrevocably waives any right to seek or collect any such damages, prejudgment interest, fees or costs.

3.2 The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting

within the scope of their employment. The Board of Regents further agrees to hold harmless Agent, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

- 3.3 Principal and Agent each has a continuing duty to notify Administrator if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as Administrator receives written notification of any change to any declaration, signed by both Principal and Agent, or by either of them together with a certification that the other has been notified, Administrator shall be entitled to rely on this Declaration as governing its relationship with Principal and Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to Administrator at least thirty days in advance of their effectiveness.
- 3.4 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of the Administrator, and Principal and Agent expressly waive any claims that may arise against the VCSA or Administrator under this Declaration. This Declaration shall not be construed to modify any of the Operative Documents and in the event of conflict between the Declaration and a Operative Document, the applicable Operative Document shall control.
- 3.5 Capitalized terms used herein that are not defined herein have the meanings given in the Operative Documents, as applicable.
- 3.6 The Recitals are hereby incorporated into the body of this Declaration.

4. Confidentiality

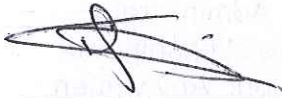
In the context of Agent's access to the Registry on Principal's behalf, Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Agent is solely for the purpose of creating, transferring and retiring VCU's, providing data to Administrator and the Registry, reviewing reports created for Principal in the Registry and the payment of Fees, Taxes, Reinstatement Fees and other amounts due under the Terms of Use. Agent shall not access any Confidential Information contained in the Registry for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

5. Signature

The Parties agree that this Declaration entered into in connection with the Registry's Terms of Use will be considered signed by an original signature when the signature of each of Principal and Agent is delivered by facsimile transmission or e-mail. Such signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, Principal and Agent execute this Declaration to be effective of the date written above or upon receipt of a fully executed original by Administrator, whichever date is later.

Principal



4-7-07

Name: THOMAS R SCRIVENER

Title: INTERIM DIRECTOR, PURCHASING

Company: THE BOARD OF REGENTS OF

THE UNIVERSITY OF WISCONSIN

SYSTEM, FOR THE UNIVERSITY OF

WISCONSIN-MILWAUKEE

Agent



Name: Tim Carter

Title: President

Company: Second Nature