

CO-BRAND LICENSE AGREEMENT

THIS CO-BRAND LICENSE AGREEMENT (“Agreement”) is made and effective as of _____ (the “Effective Date”) by and between The RCS Network (the “Network”), an unincorporated collaborative association, and _____ (“Provider”) (each a “Party and collectively the “Parties”).

WHEREAS, Bay State Gas Company d/b/a Columbia Gas of Massachusetts; The Berkshire Gas Company; Boston Gas Company, Colonial Gas Company, Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid; Cape Light Compact JPE; Fitchburg Gas and Electric Light Company d/b/a Unitil; Liberty Utilities (New England Natural Gas Company) Corp. d/b/a Liberty Utilities; and NSTAR Electric Company, NSTAR Gas Company and Western Massachusetts Electric Company, each d/b/a Eversource Energy are the members of the Network (the “Members”);

WHEREAS, Network is the owner of the registered service mark “Mass Save”, as set forth on Exhibit A hereto (the “Mark”) and is also the owner of the service mark as set forth on Exhibit B hereto (the “Partner Mark”, collectively with the Mark, the “Mass Save Marks”);

WHEREAS, Network desires to develop energy efficiency programs (the “Energy Efficiency Programs”) and Provider wishes to use the Partner Mark in association with products and services it offers which promote the Energy Efficiency Programs; and

WHEREAS, Provider recognizes the vital importance of protecting Network’s exclusive and valuable rights in and to the Mass Save Marks and the goodwill symbolized thereby.

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Grant of License.** Subject to the terms and conditions set forth in this Agreement, Network hereby grants to Provider a non-transferable, non-exclusive, revocable license to use the Partner Mark only in Massachusetts (the “Territory”) during the Term to promote the Energy Efficiency Programs in accordance with the Mass Save Co-Branding Guidelines as set forth in Exhibit C hereto, which Network may modify from time to time with notice to Provider of such modifications (the “Co-Branding Guidelines”).
- 2. Term.** The initial term of this Agreement shall be for a period of one (1) year (the “Initial Term”), commencing as of the Effective Date. Unless written notice of intent not to renew this Agreement is given by either Party to the other Party at least sixty (60) days before the end of the then-current term, in which case the Agreement shall terminate at the end of the then-current term, the term of this Agreement will automatically be extended for successive one-year terms (each, a “Renewal Term” and collectively with the Initial Term, the “Term”) upon the same terms and conditions as the then-current Term, unless otherwise amended upon mutual written agreement of the Parties or terminated in accordance with this Agreement.

3. Restrictions. Except as expressly provided in this Agreement, Provider will not: (a) transfer, sell, license, sublicense, distribute or commercially exploit the Mass Save Marks or (b) modify, reproduce, create derivative or collective works from, or in any way otherwise exploit the Mass Save Marks in whole or in part.

4. Ownership. Network owns all rights in the Mass Save Marks and reserves the right to use the Mass Save Marks and license the Mass Save Marks to other persons or entities, and no provision of this Agreement shall be construed to effect any present or future transfer of title or other rights not otherwise granted hereunder, to Provider of any of the Mass Save Marks or other property of the Network. All use of the Partner Mark by Provider inures to the benefit of Network. Provider acknowledges and agrees that Network owns all right, title, and interest in and to the Mass Save Marks worldwide. Provider recognizes that Network would suffer irreparable injury by unauthorized use of the Mass Save Marks and agrees that injunctive and other equitable relief is appropriate in the event of Provider's breach of the terms of the license granted hereunder. Such remedy shall not be exclusive of any other remedies available to Network, nor shall it be deemed an election of remedies by Network.

5. Provider Commitments.

- a. Provider commits to fulfill the eligibility requirements set forth on Exhibit D hereto, which Network may modify from time to time with notice to Provider of such modifications (the "Program Requirements") and to work in good faith towards fulfilling the requirements of the Energy Efficiency Programs.
- b. Provider shall use the Partner Mark to promote the Energy Efficiency Programs and heighten public awareness of the Mass Save brand and campaign.
- c. Provider shall comply with the Co-Branding Guidelines.

6. Quality Control of Usage of Mark.

- a. All uses of the Partner Mark must appear identical in substance to the Partner Mark as it appears on Exhibit B. All uses of the Partner Mark shall comply with the then current Co-Branding Guidelines.
- b. Prior to any use of the Partner Mark, Provider must obtain, at Provider's sole expense, prior written approval of such use by an authorized agent of a Member (an "Authorized Agent"). Such request shall include a representative sample of the proposed use of the Partner Mark, including, but not limited to, advertising or other promotional materials, signs, packaging, and/or labels.
- c. In addition to the requirement for new uses set forth in 6(b) above, every six months following approval by an Authorized Agent as provided for in Section 6(b) above, Provider shall submit examples of Provider's use of the Partner Mark to the Authorized Agent.

- d. If Network determines that one or more of Provider's uses of the Partner Mark is in any manner inconsistent with the terms of this Agreement, including any exhibits hereto, then Network shall so notify Provider, and Provider shall immediately cease all such disapproved uses of the Partner Mark. Failure of Provider to comply with Network's instructions shall result in the immediate termination of the Agreement.

- 7. Disclaimers.** Provider will not construe, claim, or imply that its use of the Partner Mark constitutes Network's or its Members' approval, acceptance, or endorsement of anything other than Provider's commitment to the Energy Efficiency Programs. Provider shall not use the Partner Mark to misrepresent its relationship with the Network or its Members. THE PROVIDER UNDERSTANDS THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, NETWORK MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MASS SAVE MARKS, THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PROVIDER ACKNOWLEDGES THAT NETWORK SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY WORK, PRODUCTS, GOODS, SERVICES OR ANY OTHER ITEMS IN CONNECTION WITH THE USE OF PARTNER MARK BY THE PROVIDER. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY NETWORK OR OTHER DOCUMENTS.
- 8. Entry into Force, Termination and Duration of Agreement.** This Agreement shall be effective as of the Effective Date. This Agreement may be terminated immediately by either Party at any time, and for any reason, with no penalty, by providing written notice to the other Party. Upon such termination, Provider shall immediately cease using the Partner Mark in any manner, provided, however, that Provider shall have thirty (30) days to remove any uses already in- market, upon notice of termination, if such termination was for convenience and not for Cause (as defined below). For purposes of this Agreement, "Cause" shall mean a material breach of any term of this Agreement by Provider, or any act or omission of Provider that is contrary to the business interests, reputation, or goodwill of the Network or any of its Members. In the event of a termination by Network for Cause, Provider shall make a good faith effort to remove all uses of the Partner Mark within five (5) business days of notice of termination.
- 9. Limitations of Liability and Consequential Damages.** IN NO EVENT WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE WILL NETWORK OR ITS MEMBERS BE LIABLE FOR: (A) DAMAGES CAUSED BY ANY SERVICES OR PRODUCTS OFFERED BY PROVIDER, (B) DAMAGES FOR DESTRUCTION OF PROPERTY OR PERSONAL INJURY (INCLUDING, BUT NOT LIMITED TO DEATH) OR (C) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES.

The invalidity, in whole or part, of any of the foregoing paragraph will not affect the remainder of such paragraph. The limitations and disclaimers are intended to apply to the fullest extent permitted by law, and the invalidity of application thereof to any given circumstance will not affect such application to any other circumstance. Such limitations and disclaimers are intended to prevail over any provision in this Agreement to the contrary.

10. Release. To the fullest extent allowed by law, Provider does hereby release and discharge, on behalf of itself and its successors, Network and its Members, and its Members' directors, officers, employees and agents of and from all actions, suits, debts, contracts, damages, liens, claims, and demands of every kind and nature whatsoever which the Provider ever had or now has arising out of any matter relating to this Agreement.

11. Indemnity. Provider agrees to indemnify and defend Network and each of its Members, and each of its Members' directors, officers, employees and agents and hold each of them harmless from and against any and all claims, demands, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) (collectively, "Damages") arising out of or resulting from or in connection with Provider's (a) performance or non-performance or other breach of its obligations under this Agreement; or (b) negligent or willful acts or omissions (or such actions or omissions of Provider's agents, employees, contractors, or consultants); or (c) personal injuries (including, but not limited to, death) or property damage or any other damage claimed and/or suffered by any person or entity. This Section shall survive the expiration or termination of this Agreement.

12. Miscellaneous.

a. **Governing Law and Jurisdiction; Good Faith Efforts to Resolve Disputes.** This Agreement will be governed by and construed in accordance with the applicable laws of the United States and of the Commonwealth of Massachusetts, without regard to Massachusetts' principles of, or conflicts of law rules. All legal action involving any disputes arising under or relating to this Agreement will be brought and heard only in a court of the Commonwealth of Massachusetts or in the United States District Court located in Massachusetts. The Parties waive a trial by jury with respect to any dispute or controversy under this Agreement. The provisions of this Section 12(a) shall survive the termination or expiration of this Agreement. In the event of a controversy, claim or dispute ("Dispute") arising out of or relating to this Agreement, the Parties shall endeavor, in good faith, to expeditiously negotiate a resolution mutually agreed by the Parties.

b. **Integration and Amendment.** This Agreement contains the complete agreement between the Parties. All previous and collateral agreements, written or verbal, relating to the subject matter of this Agreement are superseded by this Agreement. The Exhibits referenced in this Agreement are an integral part of this Agreement and are incorporated herein. Any understanding, promise, representation, warranty or condition not incorporated in this Agreement will not be binding on either Party. This Agreement may only be amended by a writing signed by both Parties. The recitals stated above are true and correct and are expressly incorporated herein by this reference.

- c. **Waiver.** Waiver by a Party of any default by the other Party will not be deemed a waiver of (i) any other default irrespective of whether such default is similar or (ii) a right at any time thereafter to require exact and strict compliance with the terms of this Agreement.
- d. **No Third Party Benefits.** This Agreement is entered into solely for the respective benefit of the Parties (and the underlying Members with respect to the Network) to this Agreement, and nothing in this Agreement will be construed as giving any entity other than the Parties to this Agreement any right, remedy or claim under this Agreement.
- e. **No Agency.** Nothing in this Agreement shall create a partnership, joint venture, employment, or establish the relationship of principal and agent or any other relationship of a similar nature between the Parties.
- f. **Severability.** If any term or condition of this Agreement is adjudged to be illegal or unenforceable, all other terms will remain in force, and the term or condition held illegal or unenforceable will remain in effect as far as possible in accordance with the intention of the Parties as applied to any circumstance.
- g. **Assignment.** The Provider shall not assign this Agreement or any part thereof or any rights or obligations hereunder without the prior written consent of Network. Any assignment of the Agreement by the Provider in violation of the foregoing shall be null and void.
- h. **Counterparts.** This Agreement may be executed in counterparts, including counterparts transmitted electronically or by facsimile, each of which will be deemed an original, and all such counterparts will constitute one and the same agreement.
- i. **Notices.** Any notice to be given under this Agreement will be in writing, will be deemed given upon receipt, and will be delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service with proof of delivery and addressed as follows, or by electric mail upon acknowledgment of receipt of electronic transmission by recipient.

If to RCS Network:

The RCS Network
c/o Emmett E. Lyne, Esq.
Rich May, P.C.
176 Federal Street
Boston, MA 02110
elyne@richmaylaw.com

If to Provider:

At the address set forth below such Provider's name on the signature pages to this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement under seal as of the date first written above.

THE RCS NETWORK

Provider

By: _____

By: _____

Program Administrator

Name: _____

By: _____

Title: _____

Name: _____

Address: _____

Title: _____

EXHIBIT A

Registered Service Marks of Network

MASS SAVE

Word Mark: MASS SAVE
Registration Number: 3136287



Word Mark: MASS SAVE
Registration Number: 4064339



Word Mark: MASS SAVE SAVINGS THROUGH ENERGY EFFICIENCY
Registration Number: 3937305

EXHIBIT B

Partner Mark



EXHIBIT C

Co-Branding Guidelines

MASS SAVE[®] PARTNER BRAND IDENTITY GUIDELINES

For Approved Third Parties

The RCS Network (the "Network") is the sole owner of the mark and that no changes to the mark may be made without the express written authorization of the Network. No uses other than the uses set forth in the Guidelines are permitted without the express written authorization of the Network. The registration symbol must be used with the mark.



Table of Contents

3	Using these Guidelines
4	Logo with Tagline
5	Logo Guidelines
6	Logo Color Palette
7	Design Color Palette
8	Typeface
9	Boiler Plate

PRINT COLLATERAL

10	Post Card
11	Brochure

ADVERTISING

12	Full-Page Ad
13	Horizontal Half-Page Ad
14	Vertical Half-Page Ad

VEHICLES

15	Vehicle Magnet & Truck Wrap
----	-----------------------------

PROMOTIONAL MATERIALS

16	T-Shirt (Screen-Printing)
17	Polo Shirt (Embroidery)
18	Tote Bag
19	Coffee Mug
20	Water Bottle
21	Mouse Pad
22	Pen
23	Magnet

WEB

24	Web Logo Usage
25	Web Banner Ad

BEST PRACTICES

26	Overview
27	Art
28	Lifestyle Photography
29	Product Photography
30	Copy Style

Using these Guidelines

Why have these guidelines been created?

The following guidelines have been created to provide a basic understanding of how to correctly and effectively use the Mass Save identity. By accurately implementing these guidelines you are protecting and promoting the integrity of the Mass Save brand.

Who should use these guidelines?

The program administrators, marketing partner consultants, and approved third parties who promote the Mass Save brand and its energy efficiency programs.

What if I leave the program?

If you were authorized to use the Partner logo and are no longer in the program, you have 30 days to remove the logo from your materials, including your website, truck, etc.

Note: All materials carrying the Mass Save logo must obtain approval prior to use.

Every application of the logo must be approved by the designated Mass Save Agent before usage. This pertains to all ads and materials where the logo is displayed.

Please email Rachel Gage at rgage@ksvc.com for access to and approval of all Mass Save artwork.

Throughout these guidelines, a placeholder logo is being used to illustrate where the third party logo should go.

Logo with Tagline

MINIMUM SIZE

To ensure legibility, the logo with tagline should not be reduced to less than 1.75 inches wide.

USAGE

External promotional materials, advertising, direct mail, giveaways, press releases, videos, intranet, extranet, website, brochures, case studies, sector sheets, external forms, PowerPoint presentations, and signage.

Full-color



Greyscale



One-color



One-color



Black



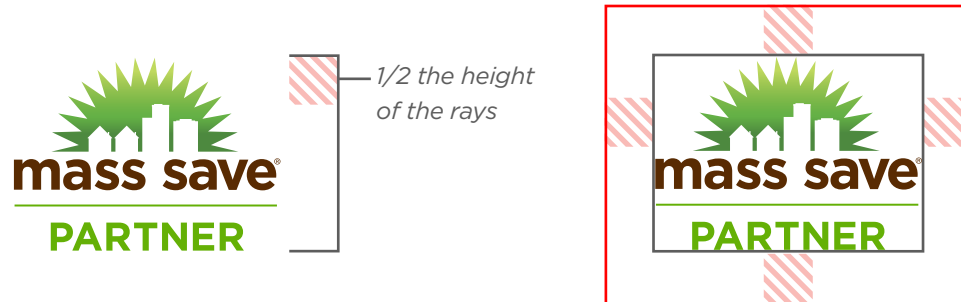
Reverse



Logo Guidelines

SAFE AREA

To ensure the logo is not crowded by other design elements, use a safe area of half the height of the graphic rays. Do not place any type or images within this safe area.



USAGE RULES

- Always scale the logo proportionately. Never distort or stretch it.
- Never use the logo with any colors other than the approved colors listed in this guide.
- Never have the location of the approved colors changed within the logo elements.
- Never use the full color version of the logo on a dark or colored background. Always use the white version of the logo in this case.
- Never use the logo on a complex background.

INCORRECT USAGE EXAMPLES



Logo Color Palette

Use Pantone or CMYK values for printed pieces, RGB values for digital pieces, and Hex colors for HTML coding in website design.



PANTONE 732 PC
C16 M68 Y100 K70
R89 G43 B2
HEX 592b02



PANTONE 370 PC
C64 M5 Y100 K24
R100 G176 B6
HEX 64b006



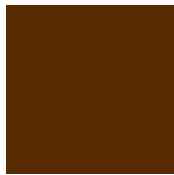
Gradient
Use the full-color logo version; never re-create the gradient.



Design Color Palette

Use Pantone or CMYK values for printed pieces, RGB values for digital pieces, and Hex colors for HTML coding in website design.

Primary



PANTONE 732 PC
C16 **M**68 **Y**100 **K**70
R89 **G**43 **B**2
HEX 592b02

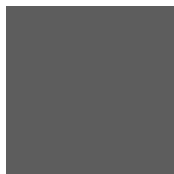


PANTONE 370 PC
C64 **M**5 **Y**100 **K**24
R100 **G**176 **B**6
HEX 64b006



PANTONE 381 PC
C23 **M**0 **Y**89 **K**0
R192 **G**229 **B**89
HEX c0e559

Secondary



PANTONE 425 PC
C38 **M**28 **Y**21 **K**63
R93 **G**93 **B**93
HEX 5d5d5d



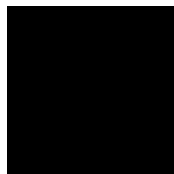
PANTONE 470 PC
C8 **M**68 **Y**94 **K**34
R148 **G**78 **B**17
HEX 924e11



PANTONE 2925 PC
C84 **M**21 **Y**0 **K**0
R40 **G**127 **B**242
HEX 287ff2



PANTONE 600 PC
C6 **M**1 **Y**39 **K**0
R242 **G**236 **B**174
HEX f2eeae



PANTONE Black PC
C0 **M**0 **Y**0 **K**100
R0 **G**0 **B**0
HEX 000000



White
C0 **M**0 **Y**0 **K**0
R255 **G**255 **B**255
HEX ffffff

Typeface

MINIMUM SIZE

Body copy size is preferred at 10 – 12pt, and should never to be smaller than 8pt (unless legal copy is included). Legal copy should never to be smaller than 5.5pt.

USAGE

The entire font family for Arial can be used in all marketing materials.

Arial Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 # \$ % &

Arial Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890 # \$ % &

Boiler Plate

USAGE

Boiler plate should be used in the body of press releases and on the backs of brochures (where it is titled ABOUT MASS SAVE).

BOILER PLATE COPY

Mass Save is a collaborative of Massachusetts' natural gas and electric utilities and energy efficiency service providers, including Berkshire Gas, Blackstone Gas, Cape Light Compact, Columbia Gas of Massachusetts, Eversource, Liberty Utilities, National Grid and Unitil. We empower residents, businesses, and communities to make energy efficient upgrades by offering a wide range of services, rebates, incentives, trainings, and information.

Post Card

LOGO USAGE

The third party logo should be sized approximately 125% larger than the Mass Save logo.

LOREM IPSUM
DOLOR SIT AMET.

(background image or solid approved color)

front

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam.

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis.

(silhouetted image)

Third Party Logo

To learn more, visit **MassSave.com**



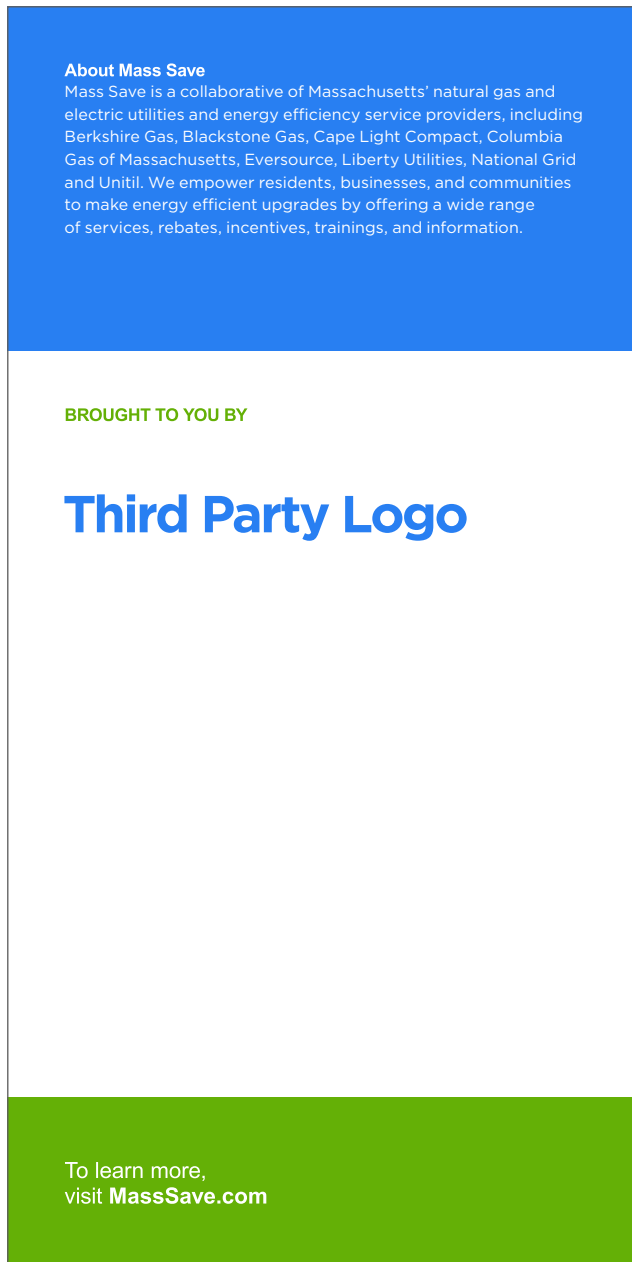
back

Brochure

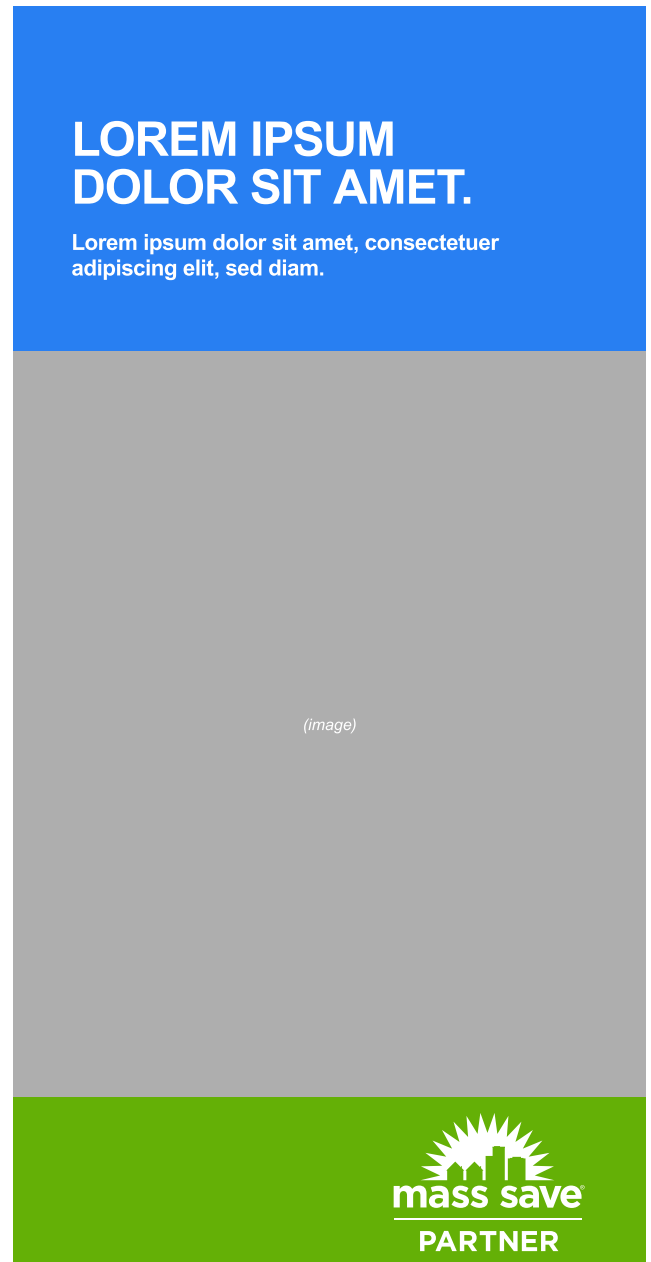
LOGO USAGE

The third party logo should be sized approximately 125% larger than the Mass Save logo.

back



front



Full-Page Ad

LOGO USAGE

The third party logo should be sized approximately 125% larger than the Mass Save logo.

LOREM IPSUM DOLOR SIT AMET.

**Lorem ipsum dolor sit amet, consectetur
adipiscing elit, sed diam.**

Lorem ipsum dolor sit amet, consectetur
adipiscing elit, sed diam nonummy nibh euismod
tincidunt ut laoreet dolore magna aliquam erat
volutpat. Ut wisi enim ad minim veniam, quis
nostrud exerci tation ullamcorper suscipit lobortis
nisl ut aliquip ex ea commodo consequat. Duis
autem vel eum iriure dolor in hendrerit in vulputate
velit esse molestie consequat, vel illum dolore eu
feugiat nulla facilisis at vero eros et accumsan et
iusto odio dignissim qui blandit praesent luptatum.

(silhouetted image)

Third Party Logo

To learn more, visit MassSave.com



Horizontal Half-Page Ad

LOGO USAGE

The third party logo should be sized approximately 125% larger than the Mass Save logo.

LOREM IPSUM DOLOR SIT AMET.

**Lorem ipsum dolor sit amet, consectetur
adipiscing elit, sed diam.**

(silhouetted image)

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed
diam nonummy nibh euismod tincidunt ut laoreet dolore
magna aliquam erat volutpat. Ut wisi enim ad minim veniam,
quis nostrud exerci tation ullamcorper suscipit lobortis.

Third Party Logo

To learn more, visit MassSave.com



Vertical Half-Page Ad

LOGO USAGE

The third party logo should be sized approximately 125% larger than the Mass Save logo.

(silhouetted image)

LOREM IPSUM DOLOR SIT AMET.

**Lorem ipsum dolor sit amet, consectetur
adipiscing elit, sed diam.**

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam
nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam
erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation
ullamcorper suscipit lobortis.

Third Party Logo

To learn more,
visit MassSave.com



Vehicle Magnet & Truck Wrap

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the vehicle magnet, leaving at least a 1.00 inch space on either side.

You may use the Mass SAve logo on your truck wrap beside non-Mass Save offers, as long as Mass Save offers are also present, such as those for insulation, energy assessment, etc.

Third Party Logo



T-Shirt (Screen-Printing)

LOGO USAGE

Actual art size should never exceed 3.5" in width. Use the Mass Save logo without the tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo.



Polo Shirt (Embroidery)

LOGO USAGE

Actual art size should never exceed 3.5" wide. Place the embroidery art over the left chest. Use the Mass Save logo without tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo.



Tote Bag

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the tote bag, leaving at least a 1.00 inch space on either side.

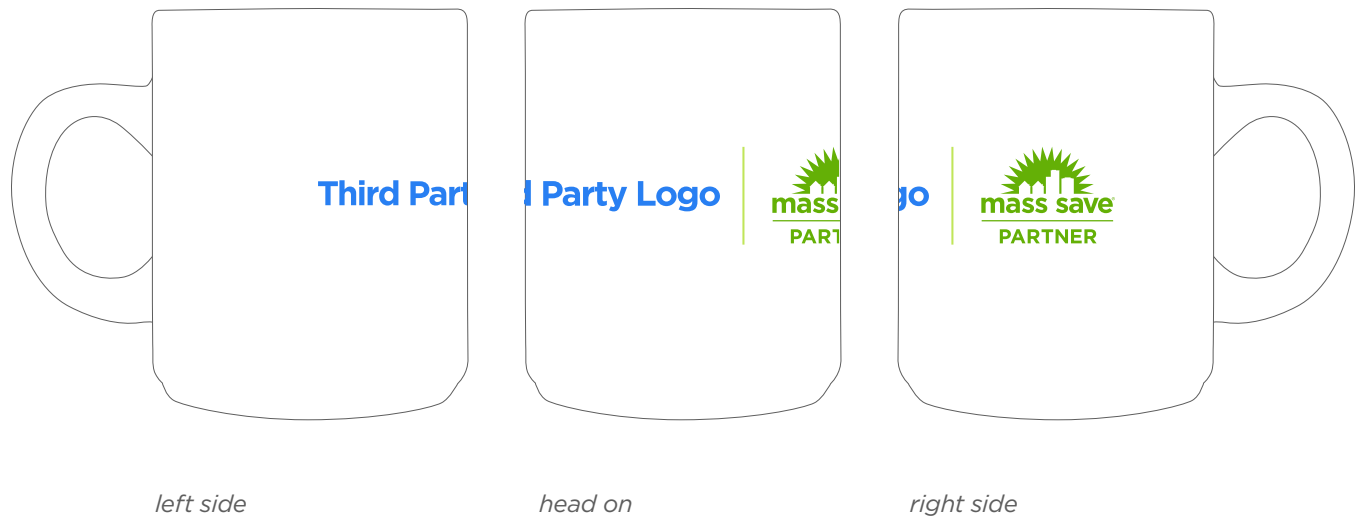


Coffee Mug

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the mug, leaving at least a 1.00 inch space on either side.

Third Party Logo



Water Bottle

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Place art vertically (reading up) and center it on one side of the water bottle, leaving at least a 1.00 inch space on either side.



Mouse Pad

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the mouse pad, leaving at least a 1.00 inch space on either side.

Third Party Logo



Pen

LOGO USAGE

Use the Mass Save logo without tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the pen, leaving at least a .5 inch space on either side.

Third Party Logo



Magnet

LOGO USAGE

Use the Mass Save logo without tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art on the magnet, leaving at least a .375 inch space on either side.



Standard magnet size is 3.5 x 2"

Web Logo Usage

MINIMUM LOGO SIZE

To ensure legibility, the logo with tagline should not be reduced to less than 1.75 inches wide.

LOGO USAGE

In a web environment, the logo should link to the Mass Save website:

<http://www.masssave.com/>



Web Banner Ad

LOGO USAGE

Use the Mass Save logo with tagline in solid green (color match **PANTONE** 370 PC or **C64 M5 Y100 K24**) and scale it to approximately half the size of the third party logo. Divide the two logos with a 1pt light green vertical line (color match **PANTONE** 381 PC or **C23 M0 Y89 K0**). Align the vertical centers of both logos and the dividing line. Center art in the banner ad space, leaving at least a .25 inch space on all sides.



Best Practices: Overview

PROFESSIONALISM OF ADS

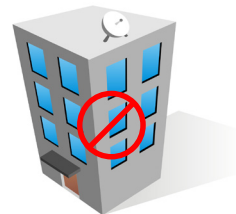
All marketing materials promoting the Mass Save Program must be professional in nature from both a design and content perspective.

Marketing materials must be proofed and grammatically correct.

Best Practices: Art

CLIP ART

By definition, clip art is ready-made graphical art of a much lower quality than professional digital illustration. When several partners incorporate clip art into projects, it becomes difficult to ensure consistency across all work due to the variety of styles available. Clip art greatly diminishes the overall quality, fit, and finish of the Mass Save campaign and therefore should not be considered for all current and future projects. Examples are shown below.



APPROVED ART

Shown below are examples of approved digital illustration and icon treatments for Mass Save digital and print materials. If icons are required for a specific project, make a selection from the larger set within the Mass Save image library.

Flat Icons



Best Practices: Lifestyle Photography

LIFESTYLE PHOTOGRAPHY: DO'S

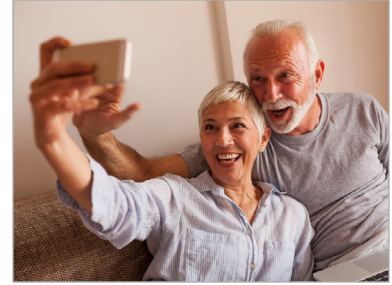
The images displayed below demonstrate thoughtful and relevant search terms (diversity and inclusion), professional composition, and natural, unforced situations.



Family, diversity, natural setting



Single, relaxed, enjoying time



Seniors, technology, healthy

LIFESTYLE PHOTOGRAPHY: DON'TS

The images displayed below demonstrate improper search terms, lack of diversity/inclusion, weak composition, and staged, unrealistic situations.



Lack of diversity, forced/staged



Clip art feel, unprofessional



Negative tone, stereotypical

Best Practices: Product Photography

PRODUCT PHOTOGRAPHY: DO'S

For rebate-based digital and print ads, incorporate the latest energy efficient product(s). In some cases, the manufacturer (e.g. Nest), provides high-quality photography for advertising purposes. Photo composites (inserting a product into a lifestyle image) are acceptable as well, but the execution is critical. The image must be high-quality and look and feel realistic. Product should be the feature of the photo.



Clean composition



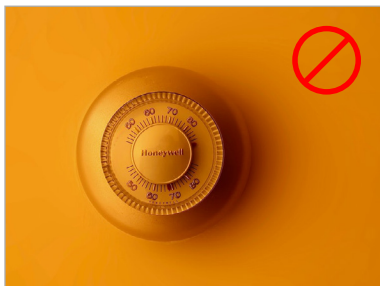
Central focus, stylish



Sharp focus, well lit

PRODUCT PHOTOGRAPHY: DON'TS

Never use photos of products that depict a clearly dated product. Do not show a new product in a dated environment, such as a wall with old wallpaper, peeling paint, etc. Product should be free of rust, cracks and imperfections. Never show product being used improperly.



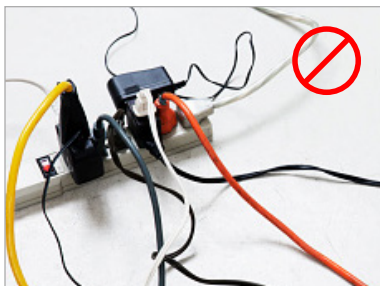
Old, inefficient thermostat



LEDs are more efficient than CFLs



Old, inefficient gas furnace



Unsafe use of product



Not the latest APS model

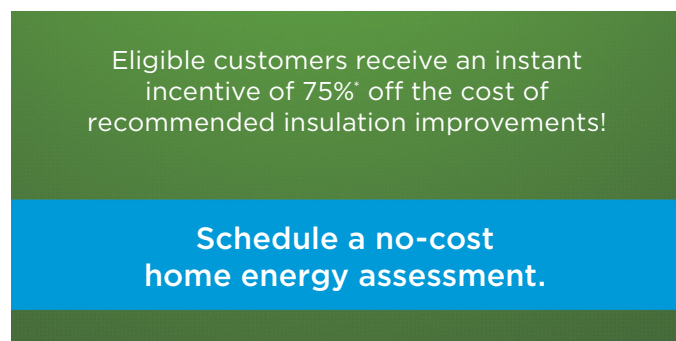


Photo composite showing thermostat on outside wall, which is against building code.

Best Practices: Copy Style

PROPER USE OF EXCLAMATION POINTS

As a general rule, exclamation points are to be used sparingly for nearly all types of outward communications. An exclamation point can be an effective punctuation mark to emphasize an unusually large incentive (as shown below) or to highlight the last day to take advantage of a deep-discount rebate. Best practice is to not use exclamation points in headlines. The recommendation is to use an exclamation point in a subheading as seen here.



PROPER USE OF BULLETED LISTS

Bulleted lists help break up chunks of information that are bundled under a heading. When copy edited and designed properly, the reader can skim the list quickly and process, line-by-line, the highlights of a given group of items. The bullet must always be a circular shape, and centered top/bottom before first letter. The bullet can be gray, or, the same color as the heading. Proper use of bullets and bulleted lists are shown below.

• No-cost home energy assessment

Note placement and size in relation to type of bullet

You may also be eligible for:

- No-cost installation of energy efficient LED lighting
- No-cost air sealing of leaks in drafty areas of your home (as necessary)
- Rebates up to \$3,250 for high-efficiency heating, water heating and cooling equipment
- Installation of a discounted wireless thermostat (if compatible with your system)
- 0% financing for eligible upgrades
- Additional incentives for renters and income qualified customers

To schedule a no-cost home energy assessment, call **1-866-527-7283**. Or visit MassSave.com to take an online home energy assessment.

Project Team

Architect

- Peter Frothingham, in partnership with LDa Architecture & Interiors

Contractor

- Western Builders

MEP Engineers

- Building Engineering Resources, Inc.

Green Features

Building Envelope

- Foundation: R-10
- Slab: R-10
- Wall: R-19 average, including continuous insulation
- Roof: R-61 average
- Windows: U-0.20, SHGC-0.36

HVAC

- Variable refrigerant flow (VRF) with heat recovery: 4.2 COP and 13.8 EER
- ERV

Hot Water

- Low flow plumbing fixtures
- Electric storage water heaters 0.95 EF

EXHIBIT D
Program Requirements

EXHIBIT D-1

Mass Save MANUFACTURER Partner Eligibility Requirements

1. Manufacturer has current right to use the ENERGY STAR label on each product as determined by the U.S. Environmental Protection Agency (“EPA”). Manufacturer agrees to comply with all EPA Energy Star certification requirements throughout the term of the Co-Brand License Agreement.
2. Manufacturer offers products for sale in Massachusetts. Partner Mark may only be used in Massachusetts.
3. Manufacturers shall obtain insurance coverage as follows:
 - a. Manufacturer shall obtain insurance coverage from a reputable insurance carrier acceptable to Network in order to protect and insure Network and Manufacturer against any claims or liabilities with which either or both of them may be charged because of personal injuries or injuries suffered by any person or entity, resulting from the any product or service offered by Manufacturer or any other act of Manufacturer. Such insurance will have limits not less than _____ (per person, per injury) and deductibles and/or self-insurance retentions consistent with Manufacturer’s then-current insurance programs and policies during the period in which Manufacturer is authorized to use the Partner Mark and at least five (5) years thereafter.
 - b. Each Member of the Network or the individual Program Administrator executing this Agreement (the “signatory PA”) shall be named in the policy of such insurance as an additional insured; provided, however, that the signatory PA shall indemnify all the other Members of the Network in a separate indemnification agreement covering cases in which the insurance only names the signatory PA. Each insurance policy shall provide that the insurance cannot be cancelled without the insurer giving the signatory PA written notice thereof at least thirty (30) days prior to the effective date of the cancellation and that the insurance covers the contractual liability of Manufacturer to each Member of the Network or the signatory PA under the provisions of the Co-Brand License Agreement. Manufacturer shall maintain such insurance in full force and effect throughout the Term of the Co-Brand License Agreement and for at least five (5) years thereafter. Within ten (10) days after the date this Agreement is executed, Manufacturer shall deliver to the signatory PA a certificate of insurance evidencing that such insurance is in full force and effect and that it cannot be cancelled without the insurer giving the signatory PA written notice thereof at least thirty (30) days prior to the effective date of the cancellation. The insurance described in this Section shall be primary and shall not be subject to contribution by any other insurance which may be available to Manufacturer.

EXHIBIT D-2

Mass Save VENDOR Partner Eligibility Requirements

1. Vendor will complete attached application for partnership.
2. Vendor's application must be approved by the Members of Network who work with the vendor.
3. Vendor shall comply with the following insurance requirements:
 - a. Vendor shall obtain insurance coverage, including but not limited to general liability insurance, worker's compensation insurance and automobile liability insurance, as specified by the Program Administrator with whom it is under contract, from a reputable insurance carrier acceptable to Network in order to protect and insure Network and Vendor against any claims or liabilities with which either or both of them may be charged because of personal injuries or injuries suffered by any person or entity, resulting from the any product or service offered by Vendor or any other act. Such insurance will have limits not less than _____(per person, per injury) and deductibles and/or self-insurance retentions consistent with Vendor's then-current insurance programs and policies during the period in which Vendor is authorized to use the Partner Mark and at least five (5) years thereafter.
 - b. Each Member of the Network or the individual Program Administrator executing this Agreement (the "signatory PA") shall be named in the policy of such insurance as an additional insured provided, however, that the signatory PA shall indemnify all the other Members of the Network in a separate indemnification agreement covering cases in which the insurance only names the signatory PA. Each insurance policy shall provide that the insurance cannot be cancelled without the insurer giving the signatory PA written notice thereof at least thirty (30) days prior to the effective date of the cancellation and that the insurance covers the contractual liability of Vendor to each Member of the Network or the signatory PA under the provisions of the Co-Brand License Agreement. Vendor shall maintain such insurance in full force and effect throughout the Term and for at least five (5) years thereafter. Within ten (10) days after the date the Co-Brand License Agreement is executed, Vendor shall deliver to the signatory PA a certificate of insurance evidencing that such insurance is in full force and effect and that it cannot be cancelled without the insurer giving the signatory PA written notice thereof at least thirty (30) days prior to the effective date of the cancellation. The insurance described in this section shall be primary and shall not be subject to contribution by any other insurance, which may be available to Vendor.
4. Vendor agrees to destroy all shirts containing the Partner mark upon the termination of this Agreement. Vendor further agrees to require all employees leaving Vendor's employment to return all shirts containing the Partner Logo to the Vendor.

VENDOR APPLICATION

Company Information:

Name: _____ Phone: _____

Address: _____ Email: _____

_____ Website: _____

Questions:

1. Company Contact: _____

Phone: _____

Email: _____

2. Number of years in business: _____

3. Number of years participating in Mass Save Programs: _____

4. Which Mass Save Programs:

5. List and describe lawsuits or other actions or reprimands:

6. List and describe any energy efficiency related trainings or certificates:

7. Attach copy of insurance certificates

EXHIBIT D-3

Mass Save NONPROFIT Partner Eligibility Requirements

1. Nonprofit organization is in good standing in Commonwealth of Massachusetts
2. Nonprofit's mission includes the promotion of energy efficiency
3. No outstanding lawsuits exist against the nonprofit except as reviewed and approved by an Authorized Agent prior to use of the Partner Mark.
4. Nonprofit will only use licensed subcontractors who meet all the requirements set forth in Exhibit D-2 herein.

EXHIBIT D-4

Mass Save LENDER Partner Eligibility Requirements

1. Lender is a state or federally chartered banking institution or credit union.
2. Lender is engaged in business of consumer lending and holds all necessary licenses to conduct such business in the Commonwealth of Massachusetts.
3. Lender is currently a party to at least one of the following fully executed agreements: MASS SAVE RESIDENTIAL HEAT LOAN SUBSIDY AGREEMENT or MASS SAVE COMMERCIAL & INDUSTRIAL LOAN SUBSIDY AGREEMENT (the “Agreements”).
4. Lender is in full compliance with the terms and conditions of the Agreements.

EXHIBIT D-5

Mass Save RETAILER Partner Eligibility Requirements

1. Retailer acknowledges and agrees that is being granted the right to use the Partner Logo only to promote MASS SAVE ENERGY STAR approved products.
2. Retailer sells products containing the ENERGY STAR label as determined by the U.S. Environmental Protection Agency (“EPA”).
3. Retailer offers products for sale in Massachusetts. Partner Mark may only be used in Massachusetts.
4. Retailer has been approved by the MASS SAVE Lighting and Products Group.
5. Retailer has indemnification agreements with the manufacturers of the ENERGY STAR products Retailer sells.