# Sunspire Legal Documentation Pack

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## White-Label License Agreement (WLLA)

\*\*SUNSPIRE WHITE-LABEL LICENSE AGREEMENT\*\*

This White-Label License Agreement ("Agreement") is entered into as of [DATE] ("Effective Date") by and between:

\*\*Sunspire Technologies, Inc.\*\* ("Licensor"), a Delaware corporation with its principal place of business at [ADDRESS]

and

\*\*[CLIENT COMPANY NAME]\*\* ("Licensee"), a [STATE] corporation with its principal place of business at [ADDRESS]

\*\*WHEREAS\*\*, Licensor has developed a solar intelligence platform powered by NREL PVWatts® technology;

\*\*WHEREAS\*\*, Licensee desires to license the platform for white-label use under its own branding;

\*\*NOW, THEREFORE\*\*, the parties agree as follows:

### 1. LICENSE GRANT

1.1 \*\*Exclusive License\*\*: Licensor grants Licensee a non-exclusive, non-transferable license to use the Sunspire Solar Intelligence Platform ("Platform") for white-label purposes within the Territory.

1.2 \*\*White-Label Rights\*\*: Licensee may rebrand the Platform with its own logo, colors, and company name for use in its solar business operations.

1.3 \*\*Territory\*\*: The license is valid for [GEOGRAPHIC TERRITORY] unless otherwise specified.

### 2. PLATFORM FEATURES

2.1 \*\*Core Functionality\*\*: The Platform includes:

* PVWatts® powered solar estimates
* Address autocomplete via Google Maps
* Customizable report generation
* Lead capture and CRM integration
* White-label branding capabilities

2.2 \*\*Updates\*\*: Licensor will provide regular updates and improvements to the Platform.

### 3. LICENSEE OBLIGATIONS

3.1 \*\*Compliance\*\*: Licensee must comply with all applicable laws and regulations.
  
3.2 \*\*Attribution\*\*: Licensee must maintain required attributions for PVWatts® and Google Maps.
  
3.3 \*\*Branding\*\*: Licensee must not use Licensor's branding without written permission.
  
3.4 \*\*Support\*\*: Licensee is responsible for first-level customer support.

### 4. PAYMENT TERMS

4.1 \*\*License Fee\*\*: $[AMOUNT]/month or $[AMOUNT]/year
  
4.2 \*\*Setup Fee\*\*: $[AMOUNT] one-time setup fee
  
4.3 \*\*Payment Schedule\*\*: Monthly/Annual in advance
  
4.4 \*\*Late Fees\*\*: 1.5% per month on overdue amounts

### 5. TERM AND TERMINATION

5.1 \*\*Term\*\*: This Agreement commences on the Effective Date and continues for [X] years.
  
5.2 \*\*Renewal\*\*: Automatic renewal for successive [X]-year periods unless terminated.
  
5.3 \*\*Termination\*\*: Either party may terminate with 30 days written notice.

### 6. INTELLECTUAL PROPERTY

6.1 \*\*Ownership\*\*: Licensor retains all rights to the Platform and underlying technology.
  
6.2 \*\*Licensee IP\*\*: Licensee retains rights to its branding and customer data.

### 7. WARRANTY AND DISCLAIMER

7.1 \*\*Warranty\*\*: Licensor warrants the Platform will function as described for 30 days.
  
7.2 \*\*Disclaimer\*\*: THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 8. LIMITATION OF LIABILITY

8.1 \*\*Cap\*\*: Licensor's liability is limited to the amount paid by Licensee in the 12 months preceding the claim.

### 9. CONFIDENTIALITY

9.1 \*\*Definition\*\*: Confidential information includes business plans, customer data, and technical specifications.
  
9.2 \*\*Obligation\*\*: Both parties must maintain confidentiality for 3 years post-termination.

### 10. GENERAL PROVISIONS

10.1 \*\*Governing Law\*\*: Delaware law
  
10.2 \*\*Disputes\*\*: Arbitration in Delaware
  
10.3 \*\*Entire Agreement\*\*: This document constitutes the entire agreement.

\*\*IN WITNESS WHEREOF\*\*, the parties have executed this Agreement as of the Effective Date.

\*\*SUNSPIRE TECHNOLOGIES, INC.\*\*
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*[CLIENT COMPANY NAME]\*\*
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## Order Form

\*\*SUNSPIRE WHITE-LABEL ORDER FORM\*\*

\*\*Client Information:\*\*

* Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Service Selection:\*\*

* Monthly License ($[AMOUNT]/month)
* Annual License ($[AMOUNT]/year) - Save 20%
* Custom Enterprise Plan

\*\*Setup Services:\*\*

* Basic White-Label Setup (included)
* Custom Branding Design ($[AMOUNT])
* Custom Domain Setup ($[AMOUNT])
* CRM Integration ($[AMOUNT])
* Training Session ($[AMOUNT])

\*\*Total Setup Fee: $[AMOUNT]\*\*
  
\*\*Monthly/Annual Fee: $[AMOUNT]\*\*
  
\*\*Total First Payment: $[AMOUNT]\*\*

\*\*Payment Method:\*\*

* Credit Card
* ACH/Wire Transfer
* Check

\*\*Billing Information:\*\*

* Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Additional Requirements:\*\*

* Custom features: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Special integrations: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Compliance requirements: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Timeline:\*\*

* Setup completion: [X] business days
* Go-live date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Terms:\*\*

* Payment due upon signing
* 30-day money-back guarantee
* Setup begins upon payment receipt

\*\*Authorized Signature:\*\*
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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## Terms of Use

\*\*SUNSPIRE SOLAR INTELLIGENCE PLATFORM - TERMS OF USE\*\*

\*\*Last Updated: [DATE]\*\*

### 1. ACCEPTANCE OF TERMS

By accessing or using the Sunspire Solar Intelligence Platform ("Platform"), you agree to be bound by these Terms of Use ("Terms").

### 2. DESCRIPTION OF SERVICE

The Platform provides solar energy estimates and analysis using NREL PVWatts® technology and Google Maps data.

### 3. USER ACCOUNTS

3.1 \*\*Registration\*\*: You must provide accurate information when creating an account.
  
3.2 \*\*Security\*\*: You are responsible for maintaining account security.
  
3.3 \*\*Prohibited Uses\*\*: You may not use the Platform for illegal or unauthorized purposes.

### 4. INTELLECTUAL PROPERTY

4.1 \*\*Platform Rights\*\*: Sunspire owns all rights to the Platform and its content.
  
4.2 \*\*User Content\*\*: You retain rights to content you submit.
  
4.3 \*\*License\*\*: We grant you a limited license to use the Platform.

### 5. PRIVACY

Your privacy is important. Please review our Privacy Policy.

### 6. DISCLAIMERS

6.1 \*\*Estimates\*\*: Solar estimates are approximations and not guarantees.
  
6.2 \*\*Data\*\*: We use industry-standard data sources but cannot guarantee accuracy.
  
6.3 \*\*Availability\*\*: We strive for 99.9% uptime but cannot guarantee uninterrupted service.

### 7. LIMITATION OF LIABILITY

Sunspire's liability is limited to the amount you paid in the 12 months preceding any claim.

### 8. INDEMNIFICATION

You agree to indemnify Sunspire against claims arising from your use of the Platform.

### 9. TERMINATION

We may terminate your access for violations of these Terms.

### 10. CHANGES TO TERMS

We may modify these Terms with 30 days notice.

### 11. GOVERNING LAW

These Terms are governed by Delaware law.

### 12. CONTACT

Questions? Contact us at legal@sunspire.app

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## Privacy Policy

\*\*SUNSPIRE PRIVACY POLICY\*\*

\*\*Last Updated: [DATE]\*\*

### 1. INFORMATION WE COLLECT

1.1 \*\*Personal Information\*\*: Name, email, address, phone number
  
1.2 \*\*Usage Data\*\*: Platform interactions, estimates generated
  
1.3 \*\*Technical Data\*\*: IP address, browser type, device information

### 2. HOW WE USE INFORMATION

2.1 \*\*Service Provision\*\*: To provide solar estimates and analysis
  
2.2 \*\*Improvement\*\*: To enhance platform functionality
  
2.3 \*\*Communication\*\*: To respond to inquiries and provide support
  
2.4 \*\*Legal Compliance\*\*: To meet legal obligations

### 3. INFORMATION SHARING

3.1 \*\*Service Providers\*\*: We share data with Google Maps and NREL PVWatts®
  
3.2 \*\*Partners\*\*: With your consent, we may share with solar installers
  
3.3 \*\*Legal Requirements\*\*: When required by law

### 4. DATA SECURITY

4.1 \*\*Encryption\*\*: We use industry-standard encryption
  
4.2 \*\*Access Controls\*\*: Limited access to personal data
  
4.3 \*\*Monitoring\*\*: Regular security assessments

### 5. YOUR RIGHTS

5.1 \*\*Access\*\*: Request access to your data
  
5.2 \*\*Correction\*\*: Request correction of inaccurate data
  
5.3 \*\*Deletion\*\*: Request deletion of your data
  
5.4 \*\*Portability\*\*: Request data in portable format

### 6. COOKIES AND TRACKING

6.1 \*\*Essential Cookies\*\*: Required for platform functionality
  
6.2 \*\*Analytics\*\*: To understand usage patterns
  
6.3 \*\*Marketing\*\*: With your consent

### 7. DATA RETENTION

7.1 \*\*Active Users\*\*: Data retained while account is active
  
7.2 \*\*Inactive Users\*\*: Data deleted after 2 years of inactivity
  
7.3 \*\*Legal Requirements\*\*: Longer retention if required by law

### 8. INTERNATIONAL TRANSFERS

8.1 \*\*Processing\*\*: Data may be processed in the United States
  
8.2 \*\*Safeguards\*\*: Appropriate safeguards for international transfers

### 9. CHILDREN'S PRIVACY

We do not knowingly collect data from children under 13.

### 10. CHANGES TO POLICY

We may update this policy with notice.

### 11. CONTACT

Privacy questions? Contact us at privacy@sunspire.app

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## Data Processing Addendum (DPA)

\*\*DATA PROCESSING ADDENDUM\*\*

This Data Processing Addendum ("DPA") forms part of the White-Label License Agreement between Sunspire Technologies, Inc. ("Processor") and [CLIENT COMPANY] ("Controller").

### 1. DEFINITIONS

1.1 \*\*Personal Data\*\*: Any information relating to an identified or identifiable natural person
  
1.2 \*\*Processing\*\*: Any operation performed on Personal Data
  
1.3 \*\*Data Subject\*\*: The individual to whom Personal Data relates

### 2. PROCESSING DETAILS

2.1 \*\*Subject Matter\*\*: Solar intelligence platform services
  
2.2 \*\*Duration\*\*: Term of the main agreement
  
2.3 \*\*Nature and Purpose\*\*: Providing solar estimates and analysis
  
2.4 \*\*Types of Data\*\*: Contact information, address data, usage data
  
2.5 \*\*Categories of Data Subjects\*\*: Platform users and customers

### 3. PROCESSOR OBLIGATIONS

3.1 \*\*Compliance\*\*: Process data only as instructed by Controller
  
3.2 \*\*Security\*\*: Implement appropriate technical and organizational measures
  
3.3 \*\*Confidentiality\*\*: Ensure personnel confidentiality obligations
  
3.4 \*\*Assistance\*\*: Assist Controller with data subject requests
  
3.5 \*\*Breach Notification\*\*: Notify Controller of data breaches within 72 hours

### 4. CONTROLLER OBLIGATIONS

4.1 \*\*Lawful Basis\*\*: Ensure lawful basis for data processing
  
4.2 \*\*Data Subject Rights\*\*: Handle data subject requests
  
4.3 \*\*Accuracy\*\*: Ensure data accuracy and relevance

### 5. SUBPROCESSORS

5.1 \*\*Approval\*\*: Processor may engage subprocessors with Controller approval
  
5.2 \*\*Liability\*\*: Processor remains liable for subprocessor actions
  
5.3 \*\*Current Subprocessors\*\*: Google Maps, NREL PVWatts®, AWS

### 6. DATA TRANSFERS

6.1 \*\*Safeguards\*\*: Appropriate safeguards for international transfers
  
6.2 \*\*Documentation\*\*: Maintain transfer documentation

### 7. AUDIT RIGHTS

7.1 \*\*Access\*\*: Controller may audit Processor's compliance
  
7.2 \*\*Frequency\*\*: Annual audits with reasonable notice
  
7.3 \*\*Costs\*\*: Controller bears audit costs unless violations found

### 8. LIABILITY

8.1 \*\*Limitation\*\*: Subject to liability limitations in main agreement
  
8.2 \*\*Indemnification\*\*: Processor indemnifies Controller for processing violations

### 9. TERMINATION

9.1 \*\*Return/Deletion\*\*: Return or delete all Personal Data upon termination
  
9.2 \*\*Certification\*\*: Provide certification of deletion upon request

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## Methodology & Attribution

\*\*SOLAR ESTIMATION METHODOLOGY\*\*

### 1. DATA SOURCES

1.1 \*\*NREL PVWatts® Calculator v8\*\*: Primary solar estimation engine
  
 - Provides industry-standard solar calculations
  
 - Uses 30+ years of weather data
  
 - Accounts for system losses and degradation
  
 - Public domain data from National Renewable Energy Laboratory

1.2 \*\*Google Maps Platform\*\*: Location and address services
  
 - Address autocomplete and validation
  
 - Geographic coordinates and mapping
  
 - Licensed under Google Maps Platform Terms of Service

### 2. CALCULATION METHODOLOGY

2.1 \*\*System Sizing\*\*: Based on roof area and energy consumption patterns
  
2.2 \*\*Production Estimates\*\*: Using PVWatts® with local weather data
  
2.3 \*\*Financial Analysis\*\*: Including federal tax credits and utility rates
  
2.4 \*\*Environmental Impact\*\*: CO₂ offset calculations using EPA factors

### 3. ASSUMPTIONS

3.1 \*\*System Parameters\*\*:
  
 - Panel efficiency: Industry standard
  
 - Inverter efficiency: 96%
  
 - System losses: 14% (wiring, shading, soiling)
  
 - Degradation: 0.5% per year

3.2 \*\*Financial Parameters\*\*:
  
 - Federal Tax Credit: 30% (current law)
  
 - Cost per watt: $3.00 (market average)
  
 - Utility rate escalation: 2.5% annually
  
 - Discount rate: 7%

### 4. ACCURACY DISCLAIMER

4.1 \*\*Estimates Only\*\*: Results are estimates, not guarantees
  
4.2 \*\*Variables\*\*: Actual production depends on weather, maintenance, and other factors
  
4.3 \*\*Professional Review\*\*: Always consult with qualified solar professionals

### 5. REQUIRED ATTRIBUTIONS

5.1 \*\*NREL PVWatts®\*\*: "Estimates generated using NREL PVWatts® v8"
  
5.2 \*\*Google Maps\*\*: "Mapping and location data © Google"

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## CAN-SPAM Cold Email Checklist

\*\*COMPLIANCE CHECKLIST FOR COLD EMAIL OUTREACH\*\*

### 1. SENDER IDENTIFICATION

* Clear "From" name (company or individual)
* Valid reply-to email address
* Physical mailing address included
* Company name and contact information

### 2. SUBJECT LINE COMPLIANCE

* Accurate and non-deceptive subject line
* No false or misleading claims
* Relevant to email content
* No excessive punctuation or capitalization

### 3. CONTENT REQUIREMENTS

* Clear identification as commercial email
* Accurate product/service descriptions
* No false claims or guarantees
* Honest pricing and availability

### 4. OPT-OUT MECHANISM

* Clear unsubscribe link
* One-click unsubscribe process
* Honor unsubscribe requests within 10 business days
* Maintain suppression list

### 5. LIST MANAGEMENT

* Only email individuals with legitimate business interest
* No purchased or rented lists
* Regular list cleaning and validation
* Respect industry opt-outs

### 6. RECORD KEEPING

* Maintain records of consent
* Document unsubscribe requests
* Keep email content and send dates
* Retain records for 2 years

### 7. BEST PRACTICES

* Personalize content when possible
* Provide value in each email
* Test email deliverability
* Monitor engagement metrics

### 8. LEGAL COMPLIANCE

* Comply with state-specific laws
* Respect international regulations (GDPR, CASL)
* Include required legal disclaimers
* Regular compliance audits

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## Pre-Sale Legal Checklist

\*\*LEGAL DUE DILIGENCE CHECKLIST\*\*

### 1. CORPORATE STRUCTURE

* Entity formation documents
* Operating agreement/bylaws
* EIN and tax registration
* State business licenses
* Insurance certificates

### 2. INTELLECTUAL PROPERTY

* Trademark registrations
* Copyright registrations
* Patent applications (if applicable)
* IP assignment agreements
* Open source compliance

### 3. CONTRACTS AND AGREEMENTS

* Employment agreements
* Independent contractor agreements
* Vendor contracts
* Customer agreements
* Partnership agreements

### 4. FINANCIAL DOCUMENTS

* Financial statements
* Tax returns
* Bank statements
* Debt obligations
* Revenue contracts

### 5. COMPLIANCE AND REGULATIONS

* Privacy policy compliance
* Terms of service
* Data protection measures
* Industry-specific regulations
* Export control compliance

### 6. LITIGATION AND CLAIMS

* Pending litigation
* Threatened claims
* Regulatory investigations
* Settlement agreements
* Insurance claims

### 7. ASSETS AND LIABILITIES

* Asset inventory
* Equipment leases
* Real estate leases
* Outstanding debts
* Contingent liabilities

### 8. OPERATIONAL MATTERS

* Employee handbook
* Safety protocols
* Environmental compliance
* Quality control procedures
* Disaster recovery plans

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## Onboarding Checklist

\*\*WHITE-LABEL CLIENT ONBOARDING CHECKLIST\*\*

### 1. INITIAL SETUP (Days 1-3)

* Contract signed and payment received
* Client questionnaire completed
* Brand assets collected (logo, colors, fonts)
* Domain name provided
* Admin account created

### 2. BRANDING CONFIGURATION (Days 4-7)

* Logo uploaded and positioned
* Color scheme applied
* Typography configured
* Custom favicon created
* Email templates branded

### 3. TECHNICAL SETUP (Days 8-14)

* Custom domain configured
* SSL certificate installed
* DNS records updated
* Email delivery configured
* Analytics tracking set up

### 4. INTEGRATION SETUP (Days 15-21)

* CRM integration configured
* Payment processing set up
* Lead routing configured
* Webhook endpoints created
* API access provided

### 5. TRAINING AND DOCUMENTATION (Days 22-28)

* Admin training session scheduled
* User documentation created
* Video tutorials recorded
* FAQ section populated
* Support contact information provided

### 6. TESTING AND QUALITY ASSURANCE (Days 29-30)

* End-to-end testing completed
* Mobile responsiveness verified
* Cross-browser compatibility tested
* Performance optimization completed
* Security audit performed

### 7. GO-LIVE PREPARATION (Day 31)

* Final client approval received
* Go-live announcement prepared
* Support team briefed
* Monitoring alerts configured
* Backup procedures verified

### 8. POST-LAUNCH SUPPORT (Days 32-60)

* 30-day support period begins
* Weekly check-ins scheduled
* Performance monitoring active
* User feedback collection
* Optimization recommendations

### 9. TRANSITION TO STANDARD SUPPORT (Day 61+)

* Standard support procedures activated
* Client self-service tools available
* Regular maintenance schedule established
* Quarterly business reviews scheduled
* Renewal process initiated

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\*\*Document Version\*\*: 1.0
  
\*\*Last Updated\*\*: [DATE]
  
\*\*Prepared By\*\*: Sunspire Legal Team
  
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