# Sunspire Legal Documentation Pack

## White-Label License Agreement (WLLA)

### AGREEMENT

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

\*\*Sunspire Technologies, Inc.\*\* ("Licensor")
  
[ADDRESS]
  
[CONTACT]

and

\*\*[CLIENT NAME]\*\* ("Licensee")
  
[ADDRESS]
  
[CONTACT]

### 1. LICENSE GRANT

1.1 \*\*Software License\*\*: Licensor grants Licensee a non-exclusive, non-transferable license to use the Sunspire Solar Estimation Platform ("Software") for the purpose of providing solar estimation services to Licensee's customers.

1.2 \*\*White-Label Rights\*\*: Licensee may rebrand the Software with Licensee's own logo, colors, and branding elements ("Custom Branding") subject to the terms herein.

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

### 2. LICENSEE OBLIGATIONS

2.1 \*\*Branding Requirements\*\*: Licensee must maintain professional branding standards and may not use the Software in a manner that reflects poorly on Licensor.

2.2 \*\*Attribution\*\*: Licensee must maintain all required attributions to NREL PVWatts® and Google Maps as specified in the Software.

2.3 \*\*Compliance\*\*: Licensee must comply with all applicable laws, including data protection and privacy regulations.

### 3. FEES AND PAYMENT

3.1 \*\*License Fee\*\*: Licensee shall pay Licensor a monthly license fee of $[AMOUNT] per month.

3.2 \*\*Payment Terms\*\*: Payment is due within 30 days of invoice date.

3.3 \*\*Late Payment\*\*: Late payments shall incur a 1.5% monthly interest charge.

### 4. INTELLECTUAL PROPERTY

4.1 \*\*Ownership\*\*: Licensor retains all rights, title, and interest in the Software and related intellectual property.

4.2 \*\*Custom Branding\*\*: Licensee retains ownership of Custom Branding elements.

### 5. TERM AND TERMINATION

5.1 \*\*Term\*\*: This Agreement shall commence on [START DATE] and continue for [DURATION] unless terminated earlier.

5.2 \*\*Termination\*\*: Either party may terminate this Agreement with 30 days written notice.

5.3 \*\*Effect of Termination\*\*: Upon termination, Licensee shall cease all use of the Software and return or destroy all copies.

### 6. WARRANTY AND DISCLAIMER

6.1 \*\*Warranty\*\*: Licensor warrants that the Software will perform substantially in accordance with its documentation.

6.2 \*\*Disclaimer\*\*: THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

### 7. LIMITATION OF LIABILITY

7.1 \*\*Limitation\*\*: IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

7.2 \*\*Maximum Liability\*\*: Licensor's total liability shall not exceed the amount paid by Licensee in the 12 months preceding the claim.

### 8. GENERAL PROVISIONS

8.1 \*\*Governing Law\*\*: This Agreement shall be governed by the laws of [JURISDICTION].

8.2 \*\*Entire Agreement\*\*: This Agreement constitutes the entire agreement between the parties.

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## Terms of Use

### 1. ACCEPTANCE OF TERMS

By accessing and using the Sunspire Solar Estimation Platform ("Service"), you accept and agree to be bound by the terms and provision of this agreement.

### 2. DESCRIPTION OF SERVICE

The Service provides solar energy estimation tools using NREL PVWatts® calculations and Google Maps location services. Estimates are approximations and should not be considered as guarantees.

### 3. USER OBLIGATIONS

3.1 \*\*Accurate Information\*\*: Users must provide accurate address and contact information.

3.2 \*\*Permitted Use\*\*: The Service may only be used for legitimate solar estimation purposes.

3.3 \*\*Prohibited Activities\*\*: Users may not attempt to reverse engineer, copy, or distribute the Service.

### 4. DISCLAIMERS

4.1 \*\*Estimates\*\*: Solar estimates are approximations based on mathematical models and historical data.

4.2 \*\*No Guarantees\*\*: Actual solar production may vary due to weather, equipment performance, and other factors.

4.3 \*\*Third-Party Data\*\*: The Service relies on data from NREL PVWatts® and Google Maps, which may contain errors.

### 5. LIMITATION OF LIABILITY

Sunspire Technologies, Inc. shall not be liable for any damages arising from the use of estimates or recommendations provided by the Service.

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## Privacy Policy

### 1. INFORMATION WE COLLECT

1.1 \*\*Address Information\*\*: We collect property addresses to generate solar estimates.

1.2 \*\*Contact Information\*\*: We collect names, emails, and phone numbers when users request installer matching.

1.3 \*\*Usage Data\*\*: We collect anonymous usage statistics to improve our service.

### 2. HOW WE USE YOUR INFORMATION

2.1 \*\*Estimate Generation\*\*: Address data is used with NREL PVWatts® to calculate solar potential.

2.2 \*\*Lead Routing\*\*: Contact information is shared with verified solar installers for quote requests.

2.3 \*\*Service Improvement\*\*: Anonymous data helps us improve accuracy and user experience.

### 3. DATA SHARING

3.1 \*\*Solar Installers\*\*: Contact information is shared only with verified installers when users request quotes.

3.2 \*\*Service Providers\*\*: We use Google Maps for location services and Airtable for lead management.

3.3 \*\*Legal Requirements\*\*: We may disclose information if required by law.

### 4. DATA SECURITY

We implement industry-standard security measures to protect your information.

### 5. YOUR RIGHTS

You have the right to access, correct, or delete your personal information.

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## Data Processing Addendum (DPA)

### 1. DEFINITIONS

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" means any operation performed on Personal Data.

### 2. DATA PROCESSING

2.1 \*\*Purpose\*\*: Personal Data is processed solely for solar estimation and lead generation services.

2.2 \*\*Duration\*\*: Data is retained for 24 months unless deletion is requested.

2.3 \*\*Security\*\*: We implement appropriate technical and organizational measures.

### 3. DATA TRANSFERS

3.1 \*\*NREL PVWatts®\*\*: Address data is transmitted to NREL for solar calculations.

3.2 \*\*Google Maps\*\*: Location data is processed by Google for mapping services.

3.3 \*\*Airtable\*\*: Contact information is stored in Airtable for lead management.

### 4. SUBPROCESSORS

We use the following subprocessors:

* National Renewable Energy Laboratory (NREL)
* Google Maps Platform
* Airtable (for lead management)

### 5. DATA SUBJECT RIGHTS

We support data subject rights including access, rectification, erasure, and portability.

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## Methodology & Attribution

### 1. SOLAR CALCULATIONS

1.1 \*\*PVWatts® Integration\*\*: All solar production estimates use NREL PVWatts® v8 calculations.

1.2 \*\*System Assumptions\*\*:
  
 - Federal Tax Credit (ITC): 30%
  
 - Cost per Watt: $3.00
  
 - Panel Degradation: 0.5% per year
  
 - O&M Costs: $22/kW/year
  
 - Electricity Rate Escalation: 2.5% per year
  
 - Discount Rate: 7%

1.3 \*\*Weather Data\*\*: Uses TMY3 (Typical Meteorological Year) data from NREL.

### 2. LOCATION SERVICES

2.1 \*\*Google Maps\*\*: Address validation and geocoding provided by Google Maps Platform.

2.2 \*\*Compliance\*\*: All Google Maps usage complies with Google Maps Platform Terms of Service.

### 3. UTILITY RATES

3.1 \*\*Data Sources\*\*: Utility rates are sourced from public utility commission databases.

3.2 \*\*Updates\*\*: Rates are updated quarterly to maintain accuracy.

### 4. REQUIRED ATTRIBUTIONS

4.1 \*\*PVWatts®\*\*: "Estimates generated using NREL PVWatts® v8."

4.2 \*\*Google Maps\*\*: "Mapping and location data © Google" (when applicable)

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## CAN-SPAM Cold Email Checklist

### 1. SENDER IDENTIFICATION

* Clear sender name and company
* Valid physical address
* Unsubscribe mechanism
* Accurate subject lines

### 2. CONTENT REQUIREMENTS

* No misleading subject lines
* Clear commercial nature
* Valid opt-out instructions
* Company identification

### 3. COMPLIANCE MEASURES

* Honor unsubscribe requests within 10 days
* Maintain suppression lists
* Monitor complaint rates
* Regular list cleaning

### 4. BEST PRACTICES

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

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## Pre-Sale Legal Checklist

### 1. WHITE-LABEL AGREEMENT

* License terms defined
* Usage restrictions clear
* Termination conditions
* Payment terms established

### 2. INTELLECTUAL PROPERTY

* IP ownership clarified
* Branding rights defined
* Attribution requirements
* Third-party licenses

### 3. DATA COMPLIANCE

* Privacy policy in place
* Data processing agreement
* GDPR compliance (if applicable)
* CCPA compliance (if applicable)

### 4. LIABILITY PROTECTION

* Disclaimers included
* Limitation of liability
* Indemnification clauses
* Insurance requirements

### 5. OPERATIONAL REQUIREMENTS

* Support terms defined
* SLA requirements
* Maintenance schedules
* Training provisions

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## Order Form

### Sunspire White-Label License Order Form

\*\*Client Information:\*\*

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

\*\*License Details:\*\*

* License Type: White-Label Solar Estimation Platform
* Territory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Monthly Fee: $[AMOUNT]
* Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Term: [DURATION]

\*\*Custom Branding Requirements:\*\*

* Primary Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Secondary Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Logo URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Company Tagline: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Additional Services:\*\*

* Custom Domain Setup ($[AMOUNT])
* API Integration ($[AMOUNT])
* Training Session ($[AMOUNT])
* Priority Support ($[AMOUNT]/month)

\*\*Total Monthly Investment: $[TOTAL]\*\*

\*\*Payment Method:\*\*

* Credit Card
* ACH/Wire Transfer
* Check

\*\*Authorized Signature:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  
\*\*Date:\*\* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_