

Does your facility qualify?

□ Non-residential facility

- □ Electric projects: electric delivery service rate DS2, DS3, DS4, DS5, or DS6 and Energy Efficiency Programs Charges on Ameren Illinois electric bill for the service point corresponding to the electric project.
- Gas projects: gas delivery service rate GDS2, GDS3, GDS4, GDS5, or GDS7 and Gas Energy Efficiency Programs Charge on Ameren Illinois gas bill.

Does your project qualify?

- □ Installing new, energy efficient equipment
- □ New equipment meets eligibility guidelines as specified in this application
- Estimated project completion date by December 31, 2025

What should you know before beginning?

- □ Preapproval is required for ALL Standard Application projects requesting more than \$10,000 of incentive money. Do not purchase equipment, issue purchase orders or make other financial commitments, until after receiving a preapproval letter.
- □ Multiple incentive applications less than \$10,000 at the same facility within 120 days of each other may be rejected. Phased
- projects requesting less than \$10,000 may submit separate applications when completion dates are at least 120 days apart.
- Equipment purchased for stock or storage is not eligible for incentive: all equipment must be installed and operational.
- □ Projects must be completed within 120 days of equipment purchase date.
- Final application paperwork is due within 30 days of project completion or by **December 31, 2025, whichever comes first.**
- Except for measure BPM16, incentive applications are capped at project cost, which includes the costs of material and external labor (internal labor is not considered).
- Purchases already discounted through Ameren Illinois by participating retailers, including the Ameren Illinois Online Store and the Instant Incentive offering, are not eligible.
- Application paperwork can be submitted via email or hard copy (see bottom of page). Emails that include archived ("zip") files or web links cannot be accepted. You will receive a confirmation email within two business days of submitting an application; please contact us if you do not receive a confirmation email.
- Measures must be either (1) self-installed by an employee of the Ameren Illinois customer listed on this application, or (2) installed by an Illinois Commerce Commission (ICC) Certified Installer to qualify for an incentive. A complete list of Certified Installers can be found at www.icc.illinois.gov/emdb/ucdb/search by choosing Authority Type, 'Energy Efficiency Installers.'
- Please save a copy of this form to your computer and use Adobe Acrobat to complete the document. Most browsers (Chrome, Internet Explorer, Safari) do not auto-fill calculations

Participation Instructions

1. Determine if your project requires preapproval. Preapproval is required if the total requested incentive is over \$10,000.

2. If preapproval is required, submit this application, not including the Incentive Payment Request (last page). <u>Do not begin work, purchase equipment, issue purchase orders or make other financial commitments, until after receiving a preapproval letter.</u> After preapproval is received, and the project is subsequently completed, submit the signed Incentive Payment Request and other documentation from the last page. If preapproval is not necessary, work may begin, and this application may be submitted after project completion, including the Incentive Payment Request and documentation listed on the last page. (Upon request, some applications for incentives less

- than \$10,000 may be submitted early to verify project eligibility.)
- 3. Once the final application is received, it will undergo technical review. Program staff may ask to conduct an onsite inspection.
- 4. If approved, your incentive will be paid within 60 days of receiving the approval letter.

* Detailed, step-by-step instructions, FAQs, and other helpful information are available in the Application Guide (https://www.amerenillinoissavings.com/business-forms-library/).

Customer and Project Information

Red indicates a required field

Ameren Illinois Customer Information							
Customer Name on Ameren Illinois Account Customer tax statu		x status:			Ilinois Electr	ic	
	Taxable/non tax-exe		exempt	Account	Number*		
	Government		·		llinois Natur		
Attach a Signed W-9 Form	501(c)(3)				unt Number		
www.irs.gov/pub/irs-pdf/fw9.pdf	Other tax exempt		* Both electric and gas account numbers are required if you Ameren Illinois electric and gas customer.				
Payment Remit to Mailing Address			City	State		Zip	
Participant Contact Name			Title				•
Participant Email Address	Phone			Ext	Ext Fax		
Secondary Contact Name	Phone			Email Ad	Email Address		
Physical Installation Address (if different than above)			City	State Zip		Zip	
Check one: Owner Tenant (<i>if tenant, pl</i>	ease complete the Land	ord Cons	ent Form)				
If applicable, who referred you to the Ameren Illino	is Energy Efficiency Prog	gram for	this project	?			
Name of Referring Ameren Illinois or Energy Efficient	cy Employee	Name	ame of Referring Contractor or Program Ally				
	Project Insta	llatior	n Inform	ation			
Check one: Self-installed by an employee of the Ameren Illinois customer listed on this application Installed by the following Illinois Commerce Commission (ICC) Certified Installer Name (as registered with ICC):							
	Contractor/Prog	ram A	Ily Infor	mation	(if applica	ble)	
Company Name Contact Name Title							
Mailing Address			City			State	Zip
Email Address	Phone			Ext		Fax	•
	Facility	/ Proj	ect Type	2			
Check one:							
□ Auditorium/Assembly □ Hospital				🗆 Resta			
Assisted Living						□ Retail (> 30,000 ft ²)	
Auto Dealership Manufacturing Facility		Facility				(< 30,000	ft²)
College Municipality			□ Warehouse				
Convenience Store						own/Misc	
Elementary School							
□ Grocery □ Office – Low Rise (< 5 floors				description of the work that will be done at			
Healthcare Clinic			oors)		each faci	lity type)	
High School Religious Building							
Facility Size Pro	Project Description (check one) For hospitals and high rise offices, specify H			h rise offices, specify HVAC			
(total interior square feet served by the $\hfill \square$	Replacement of Failed Equipment			system type			
	Replacement of Operating Equipment(replacement)		ment(retrofi				
Process Improvement			CAV (with economizer)		nizer)		
ft^2 New Construction – Existing Fa		-	-				
Newer application versions posted to the Ameren Illi	New Construction – New		5		FCU	ons The re	wision number is listed in the

Newer application versions posted to the Ameren Illinois Energy Efficiency Program <u>website</u> supersede all previous versions. The revision number is listed in the footer of each page. If you received preapproval, the version of the application that was available at the time you submitted your preapproval application will apply. If you did not obtain preapproval, the version of the application that corresponds with the purchase dates of your equipment will apply.

Ameren Illinois Energy Efficiency Program 300 Liberty St, 6th Floor, Peoria, IL 61602 Toll Free: 1.866.800.0747 AmerenIllinoisSavings.com/business Submit applications to: <u>IllinoisBusinessProjects@ameren.com</u> Send questions to: <u>IllinoisBusinessEE@ameren.com</u>

Incentive Calculation

Low V	Low Wattage Uninterruptable Power Supply (UPS)					
 Eligibility Criteria New Energy Star UPS with output less than or equal to 1.875 kW in a data center, telecommunications, or other facility where equipment operates continuously 						
Measure Code	Description	Product Class	Quantity	Rated Output per Unit (watts)	Unit Incentive	Total Incentive
BPM13	UPS with output 1.875 kW or less	 VFD Voltage and Frequency Dependent VI Voltage Independent VFI Voltage and Frequency Independent VFD 25% / VI 75% VFD 25% / VFI 75% 			\$50 / unit	

Energy Efficient Rectifier or High Wattage UPS

Eligibility Criteria

• New rectifier or UPS with output greater than 1.875 kW, installed in a data center, telecommunications, or other facility where equipment operates continuously

Rectifier efficiency in normal mode (not in energy saver mode) must be at least 94%
 Jacobius is nor kW of actual pueses IT lead not equipment stad lead

Measure Code	Description	Average IT Load (output kW)	Unit Incentive	Total Incentive
BPM14	Energy Efficient Rectifier or UPS with output greater than 1.875 kW		\$5 / kW	

Telecommunications Equipment Consolidation

Eligibility Criteria

• Removal of functional telecommunications line/trunk equipment by consolidating lines to fewer pieces of equipment

• Must submit before and after photographs clearly showing equipment in place and then removed

• Removed equipment must not be replaced

• Removal of greater than 40 pieces of equipment is not eligible for this measure; use the Custom Application for larger projects

• Since costs for consolidation and removal may be internal, this measure is an exception to the requirement that incentives be capped at project cost				
Measure Code	Description	Quantity of Removed Equipment (max. 40)	Unit Incentive	Total Incentive
BPM16	Removal of underutilized line/trunk equipment		\$400 / piece of equipment	

Terms and Conditions

1. DEFINITIONS: Capitalized terms used but not defined elsewhere herein shall have the following meanings:

a) "Ameren Illinois" shall mean Ameren Illinois Company d/b/a Ameren Illinois.

b) "Application" shall mean the Customer completed program application used to apply for the specific Ameren Illinois incentive, these Terms and Conditions, and any other supplemental documentation.

c) "Retro-commissioning" shall mean those projects that are found on the Large Facility, Industrial, or Retro-commissioning Lite applications

d) "Customer" shall mean an Eligible Customer who has submitted an Application.

e) "Custom Initiative" shall mean those projects that are not Standard, Retro-commissioning, or Streetlighting Initiatives. Projects that are found

on New Construction Lighting, Metering & Monitoring, and Feasibility Study are also part of the Custom Initiative.

f) "EEM" shall mean energy efficiency measures.

g) **"Eligible Customer"** shall mean a non-residential electric and/or gas customer of Ameren Illinois that own and install a Qualifying EEM at the Facility corresponding to the Ameren Illinois account number. Each program application has different eligibility requirements for Delivery Service rates (DS# for electric, GDS# for gas) to be eligible for that program. Refer to the specific program application to determine if your business is eligible for that application.

h) **"Facility"** shall mean a single premise that, in general, consists of a contiguous tract of land separated by nothing more than a street, alley, or railroad right-of-way, where all buildings and/or energy-consuming devices are owned by a single Customer.

i) **"New Construction"** shall include construction of new buildings, change-of-use of existing buildings or land, additions to existing buildings, or when two or more building systems are renovated, such as shell and heating, heating and lighting, etc.

j) **"Preapproval"** shall mean written notification via a preapproval letter to Customer that Ameren Illinois has reviewed Customer's Application and determined that the project meets the program eligibility requirements for a maximum preapproved incentive amount if the project is completed by the estimated completion date and all final application paperwork is submitted and approved.

k) "Program Bonus" shall mean any seasonal, temporary, or promotional additional incentive paid by Ameren Illinois to Customer.

I) "Qualifying Energy Efficiency Measures (EEMs)" shall mean either (i) standard gas or electric EEMs (i.e., measures found on any of the Standard Initiative applications); or (ii) measures eligible under the Custom Initiative approved by Ameren Illinois; or (iii) measures found in the Streetlighting or Retro-commissioning Initiative as identified in official program materials found on the Ameren Illinois Energy Efficiency website. The following technologies are not Qualifying EEMs: (i) technologies that do not demonstrate measurable and verifiable energy savings, including power conditioning; (ii) technologies that displace electrical energy use or natural gas to another fuel (i.e. fuel switching); or (iii) renewable energy projects (solar, wind power, etc.). Eligible gas measures do not include propane or butane measures.

 m) "Standard Initiative" shall mean those projects associated with standard gas or electric EEMs. Standard Initiative includes the following: Lighting (not New Construction Lighting), VFD, HVAC, Specialty Equipment, Equipment Installation, Smart Thermostat, Steam Trap and/or Leak Survey and Repair. See the Ameren Illinois Energy Efficiency website for individual program applications (AmerenIllinoisSavings.com).
 n) "Streetlighting Initiative" shall mean those projects that are found on the Ameren Illinois owned and Municipal-owned streetlighting

applications

2. PREAPPROVAL, INSPECTIONS AND FINAL APPROVAL:

a) For all projects, Ameren Illinois is not obligated to award any incentive payment unless an Application is submitted and Preapproval is granted. Ameren Illinois will not pay incentives for any EEMs ordered or any purchase order generated prior to the date of the Preapproval letter, unless the requested incentive is less than \$10,000 on any Standard Initiative Application. Preapproval reserves incentive funds for a period up to the estimated completion date provided in the Preapproval letter. After the estimated completion date, Ameren Illinois may revoke the Preapproval letter and reserved incentive funds. Customer is responsible for ensuring that the project is completed by the estimated completion date, the Application is complete and accurate, and the project meets program eligibility requirements in order to receive final approval and the incentive payment.

b) A preapproval inspection and post-installation inspection of the project may be required before an incentive payment is made.

c) Ameren Illinois reserves the right to request additional supporting documentation as deemed necessary to ensure program eligibility and verify that the expected energy savings will occur.

3. INCENTIVE PAYMENT AMOUNTS:

a) Incentive caps are defined as follows:

i) Standard, Custom, Retro-Commissioning, and Streetlighting Applications: Electric incentives over \$500,000 are likely to be reduced from the full incentive rate based on available program budget. Gas incentives are capped at \$250,000 per project.

 ii) New Construction Lighting, Feasibility Study, Leak Survey and Repair, Strategic Energy Monitoring, Small Business Direct Install, and Metering & Monitoring incentives are capped all capped at lower amounts. Please see individual program applications for further details.
 b) Ameren Illinois reserves the right to adjust the incentive amount, based upon its independent assessment of appropriate savings or cost estimates.

c) Ameren Illinois will pay no more than the incentive amount in the Preapproval letter.

d) Ameren Illinois reserves the right to cap incentives at \$10,000 for Standard Initiatives that did not obtain Preapproval.

e) The sum of all Incentives and any applicable Program Bonuses for Standard Initiative, Custom Initiative, or Streetlighting Initiative will be capped at the project cost, which includes material cost and external labor cost. Internal labor cost is not considered in the project cost. Steam Trap Surveys are eligible for incentives when internal labor is used according to the Steam Trap Application.

4. **MONITORING AND EVALUATION**: Customer grants Ameren Illinois and any of its agents, the right to make follow-up visits, inspections, metering, data collection and/or surveys of the Customer's Facility during the 36 months following the completion date of the project to verify the installation and performance of the EEMs that were funded by incentives upon reasonable notice to Customer. If Customer removes the EEMs at any time or Customer ceases to be a delivery service customer of Ameren Illinois within 36 months after installation, Ameren Illinois shall be entitled to recover from Customer the total amount of incentive payments made plus interest.

5. **CUSTOMER DATA**: By submitting an Application, Customer understands and authorizes Ameren Illinois and its third party providers and agents to retain Customer's Application, and use, store and share the information contained in the Application, together with such data and documentation collected in connection with the project, for the program and its internal business purposes. Customer agrees that Ameren Illinois may share such information with the Illinois Commerce Commission, or its contractors, who plan to evaluate my energy usage. Ameren Illinois may release aggregated, non-identifiable data to third parties for regulatory and non-regulatory purposes.

6. **CUSTOMER SHALL PAY ALL TAXES**: Incentive payments received by Customer or any third party payee designated by Customer on a Payment Release Authorization Form may be taxable by the federal, state, and local government. Customer is responsible for declaring and paying all such taxes, regardless of who receives the incentive.

7. **REMOVAL OF EXISTING EQUIPMENT**: Customer agrees, as a condition of participation in the program, to remove and dispose of any equipment being replaced by the EEMs in accordance with all applicable laws, rules, and regulations. Customer further agrees not to reinstall any replaced equipment or transfer it to any other party for installation in Illinois.

8. OWNERSHIP:

a) EEMs purchased and installed with incentives provided by this program, and all energy savings realized from the installation of such EEMs, are the property of Customer.

b) In consideration of the incentives provided by this program, Customer agrees that Ameren Illinois is entitled to all rights to any system capacity and environmental credits and attributes that may be associated with EEMs for which incentives from Ameren Illinois were received, and Customer waives, and agrees not to seek, any right to the same.

9. CHANGES OR CANCELLATION OF THE PROGRAM:

a) Ameren Illinois, in its sole discretion, may change any of the terms and conditions of the program, suspend acceptance of Applications, deny Applications already received and not yet preapproved or terminate the program at any time without prior notice.

b) In the event of program change or cancellation, Applications that have been preapproved will be processed to completion under the program requirements and Terms and Conditions in effect at the time of Preapproval by Ameren Illinois.

c) Incentives under the program are offered on a first-come, first-served basis and are subject to project eligibility and the availability of funds. 10. LIMITATION OF LIABILITY AND INDEMNIFICATION:

a) AMEREN ILLINOIS' TOTAL LIABILITY TO CUSTOMER UNDER THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF CUSTOMER'S APPLICATION OR CONDITION OF INCENTIVE AWARD SHALL BE LIMITED TO PAYMENT OF THE AMOUNT OF THE INCENTIVE PAYMENTS DUE TO CUSTOMER IN THE APPLICATION OR PREAPPROVAL LETTER ACCORDING TO THE PROGRAM. AMEREN ILLINOIS, ITS PARENT, AFFILIATES AND SUBSIDIARIES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER FOR THE CUSTOMER'S FAILURE TO ACHIEVE ANY RESULTS IN ENERGY SAVINGS; THE OPERATION OF THE CUSTOMER'S FACILITY; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF CUSTOMER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST AND COST OF PURCHASED OR REPLACEMENT POWER; OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER IN CONNECTION WITH CUSTOMER'S APPLICATION, CUSTOMER'S PARTICATION IN THE PROGRAM, ANY EEMS INSTALLED AT CUSTOMER'S FACILITY OR ANY ACTIVITIES ASSOCIATED WITH THE PROJECT. BY PARTICIPATING IN THE AMEREN ILLINOIS PROGRAM, CUSTOMER AGREES TO WAIVE ANY CLAIMS, EXCEPT AS PROVIDED IN THIS SECTION, AND FULLY RELEASES AMEREN ILLINOIS FROM ANY DAMAGES, OF ANY KIND ARISING OUT OF OR RELATED TO CUSTOMER'S APPLICATION AND ANY EEMS INSTALLED AT CUSTOMER'S FACILITY.

b) Customer shall defend, indemnify, and hold harmless Ameren Illinois, its parent, affiliate and subsidiaries, and their representative directors, officers, employees, contractors and agents from and against all liabilities, losses, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees and expenses) from and against third party claims for injuries, including death, to any person, or for property damage, or for payment for goods or services arising out of or relating to Customer's Application or any EEMs installed at Customer's Facility.

11. NO WARRANTIES: Ameren Illinois and its parent, affiliates, employees, contractors and agents do not guarantee the energy savings, and do not make any representations or warranties of any kind, regarding the results to be achieved by the EEMs or the adequacy or safety of such measures. Ameren Illinois and its parent, affiliates, employees, contractors and agents do not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and do not endorse or guarantee any claims, promises, work, or equipment made performed or furnished by any contractors or vendors that sell or install EEMs.

12. CHOICE OF LAW AND DISPUTES.

a) THESE TERMS AND CONDITIONS, OR ANY OTHER REQUIREMENT OF THE APPLICATION OR CONDITION OF INCENTIVE AWARD WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS, STATUTES, AND REGULATIONS OF THE STATE OF ILLINOIS. AMEREN ILLINOIS AND CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PROGRAM.

b) Customer agrees that any dispute arising out of or related the workmanship or performance of an EEM or the adequacy or safety or such measure shall be resolved solely between the Customer and the EEM contractor or equipment provider. (**Rev17**)

Documentation for Application Submission

For All Applications:

- Completed *Customer and Project Information* section (p. 2 of this Application)
- Completed *Incentive Calculation* section (beginning on p. 3 of this Application)
- Terms and Conditions Customer Acknowledgment, below, signed by the Ameren Illinois customer, with the certification box checked.
- □ Manufacturer specification sheets for equipment for which you are requesting incentives. Please circle or highlight the information showing the equipment meets eligibility requirements.
- □ Signed <u>W-9 form</u> with Tax Identification Number associated with the Ameren Illinois customer. Incentives <u>WILL NOT</u> be paid until a completed and signed W-9 is received.

Supplemental Documentation:

- **Payment Release Authorization Form** is required if the incentive is to be paid to a party other than Customer.
- □ Large Incentive Request Form is required if the total requested incentive is over \$50,000.
- **Landlord Consent Form** is required if the Facility is under lease.

Missing a form? Visit AmerenIllinoisSavings.com/forms.

Additional Information for Projects Requiring Preapproval:

Upon receipt of the preapproval letter, Customer should immediately contact a program representative regarding any change to the project scope or timeline (including changes to equipment, project costs, projected energy savings or estimated completion date) to discuss how the change will impact your savings/incentive and the necessary steps required to request incentive changes.

□ <u>Made in Illinois Bonus</u> - Check this box and follow the instructions below.

1. Enter eligible equipment* (attach a list if additional space is needed)

Manufacturer	Model

- 2. Provide documentation of eligibility either with an equipment listing from the <u>BuildingClean.org</u> website showing that it was made in Illinois, or an affidavit from the manufacturer attesting that the equipment meets the criteria.
 - * Equipment must be at least 50% manufactured and/or assembled in Illinois (exclusive of packaging and installation); product installation is not considered assembly. The project must be completed between Jan. 1 and Sept. 30, 2025. More info: https://amerenillinoissavings.com/illinois/

Terms and Conditions Customer Acknowledgment

I certify that all information provided in this Application is correct and complete. I have read, understand and agree to the program requirements and the Terms and Conditions set forth in this Application, and I agree to abide by these requirements.

By checking this box and signing below, I certify that I have authority to make these statements and submit this Application. Applications will not be accepted as complete, unless this box is checked and all below fields are completed.

 Project Estimated Completion Date (mm/dd/yyyy)

 Estimated Lead Time for Major Equipment (weeks)

 Print Name
 Title

 Signature
 Date (mm/dd/yyyy)

 Application must be signed & dated by the customer contact or authorized third party. Electronic signatures are accepted. Typing your name above constitutes a

Application must be signed & dated by the customer contact or authorized third party. Electronic signatures are accepted. Typing your name above constitutes a valid electronic signature.

Ameren Illinois Energy Efficiency Program 300 Liberty St, 6th Floor, Peoria, IL 61602 Toll Free: 1.866.800.0747 AmerenIllinoisSavings.com/business Submit applications to: <u>IllinoisBusinessProjects@ameren.com</u> Send questions to: <u>IllinoisBusinessEE@ameren.com</u>

This page, and the documentation listed below, should only be submitted after project completion.

Project completion is defined as all equipment being installed and operable.

If applying for preapproval, submit all pages and documentation listed prior to this page.

Required Documentation for Completed Projects

Document Checklist for All Completed Projects:

□ **Project invoices**, showing the date and place of purchase, model/part numbers, quantities and unit costs of all equipment.

□ Incentive Payment Request, below, signed by the Ameren Illinois customer, with the certification box checked.

Verification that an Illinois Commerce Commission (ICC) Certified Installer was used, or that the project was self-installed by the Ameren Illinois customer applying for incentives. This may be satisfied by completing the entry on page 2. For a full list of certified installers, visit www.icc.illinois.gov/emdb/ucdb/search and choose Authority Type, 'Energy Efficiency Installers.'

Any documents listed in the Required Documentation for Application Submission (previous page) if not previously submitted, or if project information changed significantly since preapproval

A summary of any specific changes since preapproval, and their rationale, if applicable.

Incentive Payment Request

I certify that all information provided is correct and complete. I have read, understand and agree to the program requirements and the Terms and Conditions set forth in this Application, and I agree to abide by these requirements.

By checking this box and signing below, I certify that I have authority to make these statements and submit this Application. All equipment is installed and operational (not placed into storage). Applications will not be accepted as complete unless this box is checked and all below fields are completed.

Company Name (Ameren Illinois Customer)				
Project Number (Preapproved Projects Only)				
Project Completion Date (mm/dd/yyyy)				
Print Name	Title			
Signature	_ Date (mm/dd/yyyy)			
Please note, the application must be signed & dated by the customer or authorized third party. Electronic signatures are accepted. Typing your name above				

constitutes a valid electronic signature.