

SELF-GENERATION INCENTIVE PROGRAM CONTRACT

BETWEEN PROGRAM ADMINISTRATOR (“PA”), AND HOST CUSTOMER, SYSTEM OWNER, AND DEVELOPER (“THE NON-PA PARTIES”)

This Contract is made by and between the “PA” jointly and severally with “The Non-PA Parties”, organized and existing under California law. Capitalized terms not defined herein are given the same meaning as provided in the Self-Generation Incentive Program (SGIP) Handbook.

1.0 PROJECT DESCRIPTION - This Contract is limited to the Project described in the submitted Reservation Request Form and Incentive Claim Form. If any detail contained in the Incentive Claim Form is in conflict with, or inconsistent with, any detail in Reservation Request Form, the detail contained in the Incentive Claim Form shall control. If all Program and Contract terms and conditions are complied with, PA will pay an incentive to the party designated on the submitted Incentive Claim Form. PA reserves the right to modify or cancel the incentive offer if the actual installation of self-generation and/or energy storage (SG/ES) Unit(s) differs from the proposed installation described in the Incentive Claim Form. SG/ES Unit(s) must also be installed by the reservation expiration date shown on the Confirmed Reservation Letter.

2.0 DOCUMENTS INCORPORATED BY REFERENCE - The following documents set forth additional terms, conditions and requirements of this Contract:

SGIP “Reservation Request Form” (RRF)

SGIP “Proof of Project Milestone Form”

(PPM) SGIP “Incentive Claim Form” (ICF)

Renewable Fuel Affidavit (if applicable)

Waste Gas Affidavit (if applicable)

Residential Energy Storage Affidavit (if applicable)

SGIP Handbook, applicable revision, or as subsequently amended.

The Non-PA Parties each acknowledge having received and read, and agree to be bound by the aforementioned documents, copies of which are available to the Non-PA Parties on the PA’s website and www.selfgenca.com, and the terms of which are incorporated herein by reference as though set forth in full. Should a conflict exist between this Contract and any of these documents, this Contract shall control.

3.0 SUBMITTAL REQUIREMENTS FOR PAYMENT - As a condition of payment, the Non-PA Parties shall submit to PA, within the deadlines established by PA, the documents described in the SGIP Handbook. Each document requires review and PA’s approval before the Non-PA Parties may move onto the next stage of the application process.

3.1 The Reservation Request (“RRF”) - The request for reservation must be made using the RRF, which describes the Project, lists the SG/ES Unit(s) that will be installed in the Project and estimates its size (system rated capacity and energy capacity, when applicable, according to the SGIP Handbook), and estimates its costs (including interconnection fees and, in some cases, warranties costs). When the Non-PA Parties submit the RRF to PA, it shall include the applicable items listed in the SGIP Handbook. PA will review the RRF and, if the Project appears to meet eligibility requirements, the PA will make a reservation of funds for the Project and will send the Non- PA Parties a Reservation Letter, the description of which is provided in the SGIP Handbook.

3.2 Proof of Project Milestone (“PPM”) - Within the prescribed number of days, as defined in the SGIP Handbook, of the date on the Conditional Reservation Letter, the Non-PA Parties must submit the applicable PPM Form and the items listed in SGIP Handbook, to demonstrate to PA that the Project is progressing and that there is a substantial commitment to complete the Project.

After PA reviews the PPM items and determines that the Project has met the necessary criteria, PA will send the Non-PA Parties a Confirmed Reservation Letter with the specific reservation amount and the Reservation Expiration Date.

3.3 Incentive Claim Form (“ICF”) - Upon Project completion and prior to the Reservation Expiration Date, the Non-PA Parties must complete and submit the ICF to request an incentive payment. In addition to the completed ICF, the Non-PA Parties must submit the applicable items listed in SGIP Handbook.

4.0 POST-INSTALLATION INSPECTION- After complete, proper installation of the SG/ES Unit(s) and submittal of the applicable items listed in SGIP Handbook, the PA or its authorized agent may schedule and complete a Post-Installation on-site or virtual inspection to verify that the SG/ES Unit(s) were installed and are operating in accordance with the approved ICF and required accompanying information. During the on-site Post-Installation Inspection, the Non-PA Parties must provide access to the SG/ES Unit(s) and must demonstrate the operation of the SG/ES Unit(s). For all commercial/non-residential SG/ES Unit(s), the metering system will be inspected, and it will be verified that it follows the approved monitoring plan required under SGIP Handbook and meets the metering requirements of the SGIP as defined in SGIP Handbook. If the Project uses renewable fuel, the availability and flow rate of the renewable fuel will be demonstrated by the Non-PA Parties. If the Project uses waste energy, the availability and production rate of the waste energy will be demonstrated by the Non-PA Parties. If the Project involves an energy storage system coupled with an SGIP-funded generating system or a photovoltaic system, the electrical coupling of the two systems will be verified at the time of the Post-Installation Inspection. In addition, data from a factory discharge test or an onsite discharge test the rated capacity of an energy storage system will be verified by allowing the system to discharge its specified duration period and determining the average power output during that time. If the eligible system size depends on new construction or load growth, the required load will be confirmed at the time of the Post-Installation Inspection. The PA will verify system capacity rating to confirm the final incentive amount. During the on-site Post-Installation Inspection, the Non-PA Parties must ensure that a qualified technician is present for an interview that is knowledgeable about the SG/ES Unit(s) and their operation and must allow photographs of the SG/ES Unit(s) and their related systems to be taken. No incentive payment can be made until the final Post-Installation Inspection report has been satisfactorily completed.

5.0 MEASUREMENT & EVALUATION (M&E) ACTIVITIES – PA or its authorized agent must have access to the Project Site(s) for all on-site M&E visits and M&E data collection activities summarized below and described in detail in the SGIP Handbook.

5.1 The Non-PA Parties agree to participate in M&E activities, as discussed in SGIP Handbook. The Non-PA Parties agree to provide system monitoring data (including, but not limited to, electric, gas, thermal and/or other relevant fuel input data) from the Non-PA Parties installed monitoring equipment to the PA or its authorized agent, and California Public Utilities Commission (CPUC) upon request. Furthermore, the Non-PA Parties agree to cooperate with the installation of any additional monitoring equipment that the PA or its authorized agent may deem necessary in its sole discretion.

5.2 The Non-PA Parties agree to allow PA or its authorized agent access to the Host Customer’s Site to develop and implement an M&E Plan for the SG/ES Unit(s) and its related systems in support of M&E activities discussed in SGIP Handbook.

5.3 The Non-PA Parties agree to the public reporting of the following information as applicable to the Project energy generated (kWh), gross and net Greenhouse Gas (GHG) emissions, number of charging and discharging events and total amount of energy charged and discharged (for energy storage), amount and type of fuel consumed, and heat recovered (for Combined Heat and Power (CHP)).

5.4 It is agreed that any and all project information that is not covered by General Order 66-C, may

be reported to the public.

6.0 PAYMENT - The incentive payment check will be made payable to the entity designated by the Non-PA Parties on the ICF only after the appropriate documents have been submitted (within the deadlines established by PA) and approved, and if selected for inspection, the Post-Installation Inspection report has been satisfactorily completed, in accordance with the Program rules set forth in the SGIP Handbook. PA's determination of the incentive amount is final, and the Non-PA Parties each agree to accept this determination. The incentive payment constitutes final and complete payment for all SGIP incentivized projects, whether the payment is provided in one complete payment or periodically in accordance with an applicable PBI payment schedule. The Non-PA party understands and agrees that the PA may reduce PBI payments for projects that do not meet the GHG emission reduction threshold(s) established by the CPUC and detailed in the SGIP Handbook.

6.1 The Non-PA Parties may designate in writing a third party to whom PA shall make the approved incentive payment.

7.0 REVIEW AND DISCLAIMER - PA's review of the design, construction, installation, operation or maintenance of the Project or the SG/ES Unit(s) is not a representation as to their economic or technical feasibility, operational capability, or reliability. The Non-PA Parties each agree that neither of them will make any such representation to any third party. The Non-PA Parties are solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project and the SG/ES Unit(s).

8.0 RENEWABLE AND WASTE GAS FUEL LEVELS - For projects using renewable fuel or waste gas fuel, the Non-PA Parties agree to the renewable fuel level requirements as outlined in the applicable SGIP Handbook.

9.0 TERM AND TERMINATION

9.1 The Term of this Contract shall begin on the date that the last party signs the RRF and shall terminate no later than the length of the required 10-year warranty; unless terminated earlier pursuant to the operation of this Contract, or unless modified by order of the CPUC or by written agreement of the Non-PA Parties.

9.2 The Contract may be terminated by PA in the event: (a) the Non-PA Parties fail to perform a material obligation under this Contract, and the Non-PA Parties fails to cure such default within the time period established within the written notice from the PA of such failure to perform a material obligation; or (b) any statement, representation or warranty made by the Non-PA Parties in connection with the Program or this Contract is false, misleading or inaccurate on the date as of which it is made.

9.3 The termination of this Contract shall not operate to discharge any liability, which has been incurred by either Party prior to the effective date of such termination.

9.4 Neither Party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing any obligation under this Contract if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

10.0 PERMANENT INSTALLATION - Equipment installed under this Program is intended to be in place for the duration of its useful life. Only permanently installed systems are eligible for incentives. This means that the Non-PA Parties must demonstrate to the satisfaction of the PA that the SG/ES Unit(s) has both physical and contractual permanence prior to PA's payment of any incentive.

Physical permanence is to be demonstrated by the SG/ES Unit(s)' electrical, thermal and fuel connections in accordance with industry practice for permanently installed equipment and its secure physical attachment to a permanent surface (e.g., foundation). Any indication of portability, including, but not limited to,

temporary structures, quick disconnects, unsecured equipment, wheels, carrying handles, dolly, trailer and/or platform will render the SG/ES Unit(s) ineligible for incentives.

Contractual permanence, corresponding to a minimum of the applicable warranty period, is to be demonstrated as follows:

- ❖ The Non-PA Parties agree to notify the PA in writing a minimum of sixty (60) days prior to any change in either the Site location of the SG/ES Unit(s) or change in ownership of the SG/ES Unit(s).
- ❖ An additional agreement between the Non-PA Parties and the PA may be required at the PA's sole discretion in order to safeguard against the possibility of early removal and relocation of the generation system. This additional agreement, if required, must be negotiated to the satisfaction of the PA.
- ❖ For the required warranty period of the system, it is the obligation of Non-PA Parties to report any safety-related issues with the equipment to the PA within 30 days of the issue's emergence.

11.0 OTHER AGREEMENTS - All agreements involving the Project including, but not limited to, sales agreements, warranties, leases, energy service agreements, agreements for the sale of trade of Renewable Energy Credits (RECs), and/or energy savings guarantees, must be disclosed and provided to the PA as soon as they are available and in no event later than submission of the ICF.

12.0 ASSIGNMENT - The Non-PA Parties consent to PA's assignment of all of PA's rights, duties and obligations under this Contract to the CPUC and/or its designee. Any such assignment shall relieve PA of all rights, duties and obligations arising under this Contract. The Non-PA Parties shall not assign its rights or delegate its duties without the prior written consent of PA or its assignee, if any, except in connection with the sale or merger of a substantial portion of its assets. Any such assignment or delegation without the prior written consent of PA or its assignee, if any, shall be null and void. Consent to assignment shall not be unreasonably withheld or delayed. The Non-PA Parties must provide assurance of the success of a Project if assigned by providing any additional information requested by PA.

13.0 PERMITS AND LICENSES - The Non-PA Parties, at their own expense, shall obtain and maintain all licenses and permits needed to successfully perform work on the Project.

14.0 ADVERTISING, MARKETING AND USE OF PROGRAM ADMINISTRATOR'S NAME - The Non-PA Parties shall not use PA's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting persons to participate in the Project, without the prior written consent of PA. The Non-PA Parties shall make no representations on behalf of the PA.

15.0 INDEPENDENT CONTRACTOR - In assuming and performing the obligations of this Contract the Non-PA Parties are each an independent contractor, and neither shall be eligible for any benefits which PA may provide its employees. All persons, if any, hired by the Non-PA Parties shall be their respective employees, subcontractors, or independent contractors and shall not be considered employees or agents of the PA.

16.0 INDEMNIFICATION

16.1 To the greatest extent permitted by applicable law, the Non-PA Parties shall each indemnify, defend and hold harmless PA, its affiliates, subsidiaries, current and future parent company, officers, directors, agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including, but not limited to, employees of PA, the Non-PA Parties, or any third party; (ii) injury to property or other interests of PA, the Non-PA Parties, or any third party; (iii) violation of local, state or federal common law, statute, or regulation, including, but not limited to, environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability [as set forth in (i) - (iv) above] arises from or is in any way connected with this Contract or the Non-

PA Parties performance of, or failure to perform, this Contract, however caused, regardless of any strict liability or negligence of PA whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the willful misconduct of PA, its officers, managers, or employees.

16.2 The Non-PA Parties each acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any hazardous material or waste as a result of the work performed under this Contract are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

16.3 The Non-PA Parties each shall, on PA's request, defend any action, claim or suit asserting a claim which might be covered by this indemnity. The Non-PA Parties shall pay all costs and expenses that may be incurred by PA in enforcing this indemnity, including reasonable attorney's fees. This indemnity shall survive the termination of this Contract for any reason.

17.0 LIMITATION OF LIABILITY - PA shall not be liable to the Non-PA Parties or to any of their respective subcontractors for any special, incidental, indirect or consequential damages whatsoever, including, without limitation, loss of profits or commitments, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise arising from PA's performance or nonperformance of its obligations under the Contract.

18.0 VENUE - This Contract shall be interpreted and enforced according to the laws of the State of California. Sole jurisdiction and venue shall be with the courts in Los Angeles County, California.

19.0 INTEGRATION AND MODIFICATION - This Contract and its appendices constitute the entire Contract and understanding between the Non-PA Parties as to its subject matter. It supersedes all prior or contemporaneous contracts, commitments, representations, writings, and discussions between the Non-PA Parties and PA, whether oral or written, and has been induced by no representations, statements or contracts other than those expressed herein.

NO AMENDMENT, MODIFICATION OR CHANGE TO THIS CONTRACT SHALL BE BINDING OR EFFECTIVE UNLESS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY THE PA'S REPRESENTATIVE AUTHORIZED TO SIGN THE CONTRACT.

Notwithstanding the foregoing, this Contract is subject to such changes or modifications by the CPUC as it may, from time to time, direct in the exercise of its jurisdiction over PA. Furthermore, this Contract is subject to change or modification by the SGIP Working Group, as it may from time to time make to the Program in the exercise of its jurisdiction over the implementation of the Program. For purposes of this Contract, the "SGIP Working Group" shall constitute certain staff of each California investor-owned utility, the Center for Sustainable Energy®, California Energy Commission and the Energy Division of the CPUC.

20.0 NO THIRD-PARTY BENEFICIARIES - This Contract is not intended to confer any rights or remedies upon any other persons other than the undersigned Non-PA Parties hereto.

By execution of this Contract, the Non-PA Parties each certifies the Project meets all Program eligibility requirements, and that the information supplied in the RRF is true and correct. The Non-PA Parties further certify that the Non-PA Parties have read and understand the Self-Generation Incentive Program documents described in the SGIP Handbook and agree to abide by the rules and requirements set forth in this Contract and the documents identified in Section 2.0.

The Non-PA Parties each declare under penalty of perjury under the laws of the State of California that: 1) the information provided in the RRF is true and correct to the best of my/our knowledge; 2) they have each

read the Non-PA Parties Agreement set forth in the RRF and agree to terms therein; 3) any and all SG/ES Unit(s) described in the RRF are new and intended to offset part or all of the Host Customer's electrical needs at the Site of installation; 4) the Site of installation is located within the PA's service territory; 5) the SG/ES Unit(s) are not intended to be used solely as backup systems; and 6) the Non-PA Parties each has received a copy of this Contract and the completed RRF.

In witness whereof, the Non-PA Parties have executed this Contract by executing the RRF as of the latest date on the RRF.

All communications under this Contract shall be forwarded directly to the appropriate PA.