

PARTICIPATING AGGREGATOR AGREEMENT

This Participating Aggregator Agreement (the “Agreement”) is made by and between Alternative Energy Systems Consulting, Inc. (AESC), a California corporation having its principal place of business located at 2445 Impala Drive, Carlsbad, CA 92010 and _____ (“Aggregator”), a _____ having its principal place of business located at _____. This Agreement is effective on _____ (“Effective Date”). AESC and Aggregator are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS AESC is a Lead Implementer that implements the Market Access Program (“MAP”) on behalf of PG&E and is responsible for aggregator recruitment, technical support, incentive estimation and funds commitment, project measurement and verification (M&V), and aggregator incentive payment.

WHEREAS Aggregator is a project developer who performs Work that leads to energy load modification at Customer sites, including energy efficiency, demand response, and demand flexibility interventions; Aggregator has turn-key responsibility for Customer recruitment, project identification, all end-customer interactions, project design and implementation, energy savings and load impacts and compliance with MAP project and program requirements; Aggregator receives MAP incentives directly and has latitude to utilize a wide variety of business models to finance and actualize load modification impacts at Customer sites.

WHEREAS The Market Access Program (MAP) Participating Aggregator Agreement (PAA) establishes minimum requirements for aggregators to earn program incentives through AESC for PG&E’s Market Access Program (MAP) as a participating aggregator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

“Applicable Law(s)”. All local, state, and federal laws, rules, regulations, ordinances, codes, statutes, regulations, and lawful orders of Governmental Authorities that are relevant to the proper and safe performance of the Work. Applicable Laws include but are not limited to Privacy & Data Security Laws and all applicable regulations, rules, orders, decisions, and requirements of the FERC, NERC, United States Department of Transportation, California Independent System Operator, and the CPUC.

“Average Peak Savings”: Savings accrued during the average peak period (June to September, 4:00 p.m. - 9:00 p.m.)

“Confidential Information” shall include: The Customer’s personal identifiable information (PII), energy use data, billing data, account information and information relating to their facilities, including any such equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets, marketing plans or manufacturing processes or products; and Personal information as defined in California Civil Code 1798.140(o)(1). If in doubt about whether certain information is Confidential Information, Aggregator agrees to treat such information as Confidential Information. Aggregator will share Confidential Information strictly for the purpose of carrying out its obligations to perform the Work and will restrict access to the Confidential Information to those of its personnel with a need-to-know basis. Aggregator agrees to implement and maintain reasonable security procedures and practices to protect the unauthorized disclosure, destruction, and/or use of the Confidential Information.

“Customer”: PG&E’s MAP-eligible utility customer that pays an electric and/or gas bill to PG&E.

“California Public Utilities Commission (CPUC): the utility regulatory body that regulates PG&E and certain energy efficiency programs, including MAP.

“Effective Useful Life” or “EUL” - An estimate of the median number of years that the measures installed under the Program are still in place and operable as defined by the M&V plan.

“Energy Savings”: The annual/first year reduction in kWh over the baseline year, resulting from the implementation of a Project at a Customer site. For the purposes of incentive calculation, energy savings will be distinguished into peak

period (June through September, 4:00 p.m.–7:00 p.m.), net peak period (June through September, 7:00 p.m.– 9:00 p.m.) and non-peak period savings (all other hours of the year that do not fall in peak or net peak periods).

“Implementation Period”: The Implementation Period is the period between the Baseline Period and the Performance Period and covers the time when measures are installed and the project construction is completed. The Implementation Period may also include time to adjust, fine-tune, or commission the measure as part of the construction process.

“Implementation Plan” or “IP” - A detailed description of a program that includes program theory, planned program processes, expected program activities, program budget, projected energy savings and demand reductions and other program plan details as required by the CPUC.

“Measurement and Verification (M&V) Plan”: Written plan which outlines the rules, methodology, and process in which energy savings will be calculated and claimed within MAP. This plan is governed by the requirements of the California Public Utilities Commission's (CPUC) population-level components of the NMEC Rulebook v.2 and, if applicable, the site-level components of the NMEC Rulebook v.2.

“Net Peak Savings”: Savings accrued during the net peak period (June to September, 7:00 p.m. – 9:00 p.m.)

“Participating Aggregators” – Aggregators that agree to be bound by PG&E's Market Access Program (MAP) terms and conditions defined in this agreement, the MAP Program Manual and MAP M&V Plan. Participating Aggregators shall not be provided access to any Confidential Information or PG&E Data unless they are also a Subcontracted Aggregator.

“Payable Savings”: Payable savings are the savings determined via the method and calculation software described in the MAP M&V Plan which constitute the basis of payments between the Implementer and Aggregators.

“Peak Savings”: Savings accrued during the peak period (June to September, 4:00 p.m.–7:00 p.m.)

“Performance Period”: The Performance Period is the period of time over which savings from energy efficiency interventions and projects are measured. The Performance Period immediately follows the Implementation Period.

“Personal Information”: As defined in California Civil Code Section 1798.140(o)(1).

“PG&E Market Access Program” (MAP): PG&E's program that offers a flexible path for aggregators to deliver measurable energy and peak savings in support of Decision (D.) 21-12-011 that addresses Energy Efficiency Actions to Enhance Summer 2022 and 2023 Electric Reliability. The program aligns with the Tier 2 Advice Letter approved in support of (D.) 21-12-001.

“Population-level NMEC”: An energy savings calculation approach in which results are based on pre- and post-intervention energy usage data observed at the meter and calculated across a group of sites, rather than a modeled engineering forecast or deemed value (or a Site-level metered savings calculation). For Population-level normalized metered energy consumption (NMEC), measurement methods are fixed before the program starts and apply to all sites in the group in a uniform fashion, as opposed to Site-level NMEC measurement methods which may differ on a site-by-site basis.

“Privacy & Data Security Laws”: All privacy and data security laws, including but not limited to the California Consumer Privacy Act of 2018, applicable to the processing of personal information under this Contract.

“Prime Contract”: AESC's contract with PG&E to perform services as a Lead Implementer of the Market Access Program (“MAP”).

“Project”: A measure, project, or intervention intended to modify the energy consumption or energy load shape of a Customer site.

“Services” or “Work”: Work required by Aggregator to furnish and install qualifying energy efficiency and load modification measures at eligible Customer sites in accordance with PG&E's MAP requirements to deliver desired program benefits. AESC shall not be responsible or liable for the performance, supervision, or management of Aggregator work.

“Subcontracted Aggregator”: Participating aggregators who also subcontract to AESC in order to be eligible for access to certain Confidential Information or PG&E Data for purposes of simplified data sharing and visibility, customer

targeting and lead generation. Subcontracted aggregators must meet PG&E TSR Tier 1 data security requirements and agree to AESC's contract flow down requirements".

"Total System Benefit (TSB)": An expression, in dollar value, of the lifecycle energy, capacity, and greenhouse gas (GHG) avoided cost benefits of an energy efficiency Program project or Program portfolio. TSB is derived by the hourly load shape of energy savings, measure effective useful life, and climate zone.

"Value Estimator Tool": Calculator used to estimate an aggregator's project incentive based on estimated project impacts including measure energy savings, load shape, effective useful life, and climate zone. The calculator is underpinned by the hourly avoided grid costs and Total System Benefits in the CPUC Avoided Cost Calculator, program-adjusted to allow for peak and net peak savings kickers and program overhead costs.

2. AGGREGATOR RESPONSIBILITIES

As a Participating Aggregator (Aggregator) for the PG&E Market Access Program under this Agreement, Aggregators are responsible for:

2.1 PROJECT SUBMITTAL:

(a) Using the Customer Site Eligibility Tool, Aggregator will confirm program eligibility for each building prior to obtaining customer signature for program participation. Aggregator will retain proof of eligibility to submit with Project Application. If Customer Site Eligibility Tool returns a non-committal response, Aggregator will work with AESC to confirm building eligibility.

(b) Aggregator will submit each Project Application for AESC approval. Aggregator will not start construction prior to approval.

(c) Aggregator shall follow procedures defined on AESC's MAP website at www.aesc-inc.com/map to submit Projects (a "Project Submittal") for MAP review, savings evaluation, project enrollment and incentive funds commitment. Aggregator shall complete MAP training prior to submitting projects for MAP incentive reservation; recorded training will be available on the website. Required project data includes, but is not limited to, customer and meter information, measure savings and load impacts, supporting calculations, schedule, and planned demand response program enrollment. All data furnished by Aggregator to AESC, pursuant to this Agreement, will be made in good faith, and be true, accurate and subject to verification. Aggregator shall comply with all applicable rules and standards as set forth in the MAP Program Manual and M&V Plan. Upon Project Application approval, AESC will provide Aggregator with an estimated incentive. Incentive estimates generated through the Value Estimator Tool will not be binding. Incentives will be paid on actual results, not on the estimated values in the Project Application.

(d) Aggregator shall provide a Customer-signed Customer Project Application for each project submitted for enrollment in MAP.

2.2 PROJECT IMPLEMENTATION. During the project Implementation Period, Aggregator shall implement each approved Project in strict accordance with the information submitted in the Project Submittal. Aggregator shall immediately notify AESC of changes in project scope, prior to or during the Implementation Period, so that AESC may determine, in its sole discretion, whether adjustments shall be made to the project file and incentive reservation. Aggregator shall not initiate project Implementation Period prior to written approval from AESC. Projects must be installed by no later than August 1, 2023.

2.3 PROJECT COMPLETION NOTIFICATION: Aggregator shall promptly notify AESC upon completion of the Implementation Period in order to initiate the twelve-month M&V Performance period. Aggregator shall provide AESC final installed project information including scope, measures, and costs. Aggregator shall furnish required permitting and licensing certification forms.

2.4 DEMAND RESPONSE PARTICIPATION: Aggregator agrees that the Customer may participate in demand response (DR) events during the MAP M&V period. Aggregator must disclose any planned separate Demand Response program dual participation during Project Submittal for each site, or any DR enrollments during the M&V period. Participation in MAP does not hinder or violate the Aggregator's obligations to deliver DR resources in other markets (programs, CAISO, contracts, etc.).

2.5 PERMITTING AND LICENSING: Aggregator shall comply with Statutory Program Project Certification Obligations in accordance with Public Utilities Code (“PUC”) Section 399.4 (b) (1) and (2), including a) Certification that project complies with applicable permitting requirements, including any applicable specifications or requirements of Title 24 of the California Code of Regulations; b) Certification that if a contractor performed the installation or improvements, the contractor holds the appropriate license for the work performed; c) Supply a proof of permit closure for an incentive related to purchase or installation of central air conditioning or a heat pump, and their related fans. AESC will provide Aggregator a project certification form for submittal at project completion, which will be required to initiate the M&V period.

2.6 TRAINING RECORDS: Aggregator shall maintain records demonstrating completed training and any associated assessments required to perform the Services or Work in accordance with this Agreement, Applicable Law, or the relevant certifying organization. The maintenance of such information shall include copies of certificates, licenses, and other materials demonstrating the Services or Work is and will be performed by qualified individuals. Training and qualification records must be provided to AESC or PG&E within 48 hours of request.

2.7 SAFETY: Aggregator shall, at all times, conduct their Work in a safe manner and possess the technical expertise and capacity to provide the necessary services in connection with MAP and each project. If AESC or PG&E at any time observes Aggregator performing Services or Work in an unsafe manner, or in a manner that may, if continued, become unsafe, AESC or PG&E shall have the right to require Aggregator stop the Work affected by the unsafe practice until corrective action is taken so the Services or Work performance has been rendered safe.

2.8 RIGHTS TO ACCESS CUSTOMER SITES: Aggregator shall be responsible for obtaining any and all access rights from customers and other third parties to the extent necessary to perform Services and shall procure any and all access rights in order for AESC, PG&E and CPUC employees, representatives, designees and contractors to inspect the Work or Services.

2.9 RIGHT TO ACCESS CUSTOMER DATA: Aggregator shall obtain any and all access rights from enrolled Customer and other third parties to the extent necessary to implement MAP and to allow for PG&E and CPUC employees, representatives, agents, designees and contractors to inspect the projects or evaluate the program. Aggregator may be requested by AESC to coordinate data access including facilitating customer approving AESC’s access to customer energy data such as through PG&E Share My Data (https://www.pge.com/en_US/small-medium-business/energy-alternatives/alternatives-to-pge/third-party-data-access.page).

2.10 AVAILABILITY OF INFORMATION: Aggregators shall keep accurate records and books of accounts including, but not limited to, financial and non-financial records of required actions under this Contract such as training, background checks, and document retention and disposal requirements, and shall preserve all such records and books of accounts and make them available for audit for a period of three years from the date of final payment under this agreement. This includes paid invoices and canceled checks for purchased materials and project related charges.

2.11 DOCUMENT RETENTION AND PRODUCTION REQUIREMENTS: PG&E is committed to maintain documents and records so as to satisfy applicable legal, contractual and regulatory requirements as well as PG&E’s on-going business needs; to enable appropriate records management, provide appropriate retrieval and achieve the proper level of security and privacy. In furtherance of this commitment, Aggregator agrees to comply with the requirements of **Exhibit 5**, Management of PG&E Contractor Documents, attached hereto and incorporated herein.

2.12 MISREPRESENTATION OF COST OR PRICING DATA. The knowing misrepresentation of cost or pricing data by Aggregator shall be considered a material breach of this Contract.

2.13 DELIVERY AND RETENTION OF RECORDS: Aggregator shall retain all records and results of the Services or Work performed, for a period of not less than three years from the end of the Agreement term. At AESC or PG&E’s request, Aggregator shall deliver a copy of any or all original records required to be retained under this Contract.

2.14 WARRANTIES AND WORKMANSHIP: Aggregator warrants and shall warrant in its agreement with any Customer that any Services or Work shall be done with the degree of skill and care required by current, good and sound professional procedures and practices, in conformance with prevailing generally accepted professional and industry standards that are appropriate for the purposes set forth under this Agreement. Aggregators warrant that the equipment, material and parts furnished shall be of the kind and quality that is free of defects in workmanship, material, design, and title, shall be of good and merchantable quality, and shall be fit for its intended purpose. When applicable,

Aggregators shall repair or replace at its expense any part of the Services or Work that develops defects due to faulty material or workmanship within one year after being placed in operation. Aggregator shall, at its expense and as applicable, repair or replace such Services or Work damaged as the result of the defects or repairing and hold AESC and PG&E harmless from repair expenses.

2.15 PUBLIC RELEASE OF RESULTS: Aggregator agrees to not publicly release any results of the Services or Work resulting from this Contract, absent AESC's review and written approval of the information, documentation, and any other materials to be released (and such approval will be conditional on AESC receiving approval from PG&E). Under no circumstances shall any release of information present any material findings not reasonably inferable from the data.

2.16 THIRD PARTY LICENSES: Aggregator represents and warrants any third-party materials made available to PG&E in accordance with this Contract comply with any such corresponding and applicable third-party licenses, terms of use, and policies and procedures.

2.17 INFRINGEMENT PROTECTION: Aggregators represent any materials used, or otherwise provided, as a Deliverable under this Contract, do not and will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity.

2.18 NO PUBLICITY: Aggregator shall not include PG&E's name, any reference to this Contract, or any reference to PG&E's purchase or use of any products, Services or Work provided in a published customer list or in other publicity or advertisement, including internet, without the prior written consent of an officer of PG&E. AESC and PG&E maintain a non-endorsement policy and Aggregator agrees not to state or imply in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, that AESC or PG&E endorses, recommends, or vouches for Aggregator. Aggregators who wish to develop marketing materials for MAP beyond what is developed and furnished by PG&E should coordinate with AESC to ensure compliance.

2.19 CUSTOMER PERSONAL INFORMATION: Aggregator shall represent and warrant that all personal information, as defined in California Civil Code Section 1798.140(o)(1), and including personal and entity names, e-mail addresses, addresses, phone numbers, any other public or privately-issued identification numbers, IP addresses, MAC addresses, and any other digital identifiers associated with entities, geographic locations, users, persons, machines or networks acquired from AESC to provide Services or perform Work in related to this agreement, is in compliance with all laws applicable to such personal information, including any required consumer consent to use of the personal information for these purposes.

2.20 DATA SECURITY: Aggregator shall adopt and continuously implement, maintain and enforce reasonable technical and organizational measures, consistent with the sensitivity of Personal Information including, but not limited to, measures designed to (1) prevent unauthorized access to, and otherwise physically and electronically protect, the Personal Information and (2) protect AESC and PG&E data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

2.21 SECURITY: Aggregator shall represent, warrant, and covenant the Services and Work, including any hardware, software, firmware, equipment, and other Deliverables, does not and will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Aggregator is made aware of Malicious Code in the Services or Work, Aggregator shall immediately notify Contractor, who shall immediately notify PG&E. Aggregator shall be responsible to remove such Malicious Code, remediate the effects of such Malicious Code, and restore any lost or corrupt data if applicable, related to the Services performed in accordance with this Contract.

2.22 CYBER PROTECTION FOR PROGRAMMABLE DEVICES: The following requirements apply to any Deliverables under this Contract containing software, firmware, microcode or other programmable features. These requirements apply on a continuing basis for the longer of five years and the expected service life of the Deliverables (the "**Service Life**"):

(a) MALICIOUS CODE: Aggregator shall represent, warrant, and covenant to PG&E that upon Deliverables being delivered, the Deliverables will not contain or make available any Malicious Code. Without limiting any of PG&E's rights and remedies with respect thereto (all of which are expressly reserved), if Aggregator is made aware of detects or Malicious Code in the Deliverables during the Service Life, Aggregator shall immediately notify Contractor, who shall immediately notify PG&E. If PG&E or AESC has not put the Deliverables into use,

Aggregator shall be responsible to remove such Malicious Code, remediate its effects and certify the Malicious Code has been removed from any Deliverables related to providing the Services under this Contract. If the Deliverables related to the Services are in use, Aggregator shall assist AESC and PG&E to remove the Malicious Code in accordance with the Section below “Security Updates and Support.”

(b) CYBERSECURITY SPECIFICATIONS: Aggregator shall represent, warrant, and covenant that the Deliverables for the Services and Work comply with the cybersecurity features and functions, if any, described in the associated specifications.

(c) SECURITY VULNERABILITIES AND TESTS: Aggregator acknowledges the Deliverables provided related to the Services and Work in accordance with this Contract, may be subject to security testing by PG&E or its security testing consultants before the Deliverables are accepted, or at any time during their Service Life. If the Deliverables are integrated with products supplied by third parties, that third party may also be involved in the testing process. Aggregator agrees to fully cooperate with such tests that may include: (a) providing source code and other documentation (which PG&E shall use solely for testing purposes), and (b) providing a representative with suitable technical expertise to participate in the tests. The conduct and results of the tests, including any security vulnerabilities identified in or during the tests, shall be PG&E Confidential Information. Tests identifying any security vulnerabilities will be resolved in accordance with the following Section, Security Updates and Support.

(d) SECURITY UPDATES AND SUPPORT: Aggregator(s) shall maintain a technical support line with access to PG&E to promptly address any security-related issues and if Aggregator(s) become aware of any Malicious Code or security vulnerability in the Deliverables during their Service Life, and shall immediately notify Contractor, who shall immediately notify PG&E. If Malicious Code or security vulnerability is identified during the Service Life, Contractor shall provide an update or revision to any Deliverables related to the Services in accordance with this Contract, will remove the Malicious Code and/or cure the vulnerability (a “**Security Patch**”) without delay and at no charge and upon request, assist PG&E in implementing the Security Patch and at no charge.

2.23 USE OF PG&E PROPERTY: All records, reports, computer programs, written procedures and similar materials, documents, or data, in whatever form, provided by AESC to Aggregators shall remain PG&E’s Confidential Information. Aggregator shall be responsible to safeguard such PG&E Confidential Information in accordance with the terms of this Agreement and such information be returned immediately to AESC or PG&E upon completion of Aggregator’s use for performance of the Services, Work, or earlier upon AESC or PG&E’s request. Alternatively, Aggregator may destroy such information, provided an officer of Aggregator certifies the destruction in writing.

2.24 TAX AND CERTAIN PAYMENTS: Nothing in this agreement shall relieve the Aggregator from their responsibility to pay any tax that may be levied by any Government authority. Aggregator shall indemnify and hold harmless and defend AESC and PG&E (a) on an after-tax basis, for any liability incurred by AESC or PG&E resulting from Aggregator’s failure to institute any such required withholding, and in addition (b) any liability incurred by AESC or PG&E as a result of Aggregator’s delay or failure to pay any (i) Subcontractor, Participating Contractors, or Subcontracted Aggregator, including but not limited to, any demands for payment, invoices, liens or other consideration due or allegedly due; or (ii) delay or failure to pay any employees, laborers, or other personnel of Contractor related to any compensation, monies, wages, benefits or other payment or consideration due or allegedly due.

3. AESC RESPONSIBILITIES

3.1 AGGREGATOR COMPLIANCE: Under its agreement with PG&E, AESC is responsible for ensuring Aggregators implementing Market Access Program (MAP) projects on behalf of Customers are adhering to the MAP requirements to enable Customer participation. AESC assumes no responsibility to manage or supervise the Work performed by its Aggregators.

3.2 SITE ELIGIBILITY: Aggregator shall identify sites that are eligible to participate in MAP and AESC shall determine in its sole discretion eligibility based on the following criteria required for Population-based NMEC M&V:

(a) Data sufficiency (e.g., at least 12 months of historical usage data)

(b) Site model fit < 1.0 Coefficient of the Variation of the Root Mean Square Error (CVRMSE).

(c) Site has not participated in a CPUC-funded EE program, or installed solar, in the 12 months prior to the planned MAP project intervention;

(d) For any site that has participated in a CPUC-funded EE program, or installed solar, in the 12 months prior to the planned MAP project intervention, AESC may, but is not obligated to, evaluate the ability to develop a program-compliant model that can adequately account for those impacts in the baseline, Implementation Period, and Performance Period. In such cases, Aggregator may need to provide sufficient data to assist with the evaluation.

3.3 PROJECT ELIGIBILITY: AESC shall determine, in its sole discretion, the eligibility of each project Aggregator submits, based on complete data provided and the MAP policies and procedures outlined in the MAP Program Manual. AESC shall notify Aggregators, as soon as possible, of incomplete project information required to estimate project impacts and reserve incentive funds. AESC may also, but is not obligated to, help Aggregators scope projects and identify qualifying measures.

3.4 QUALITY ASSURANCE: Aggregator shall grant access to all information requested by AESC so that it may perform quality assurance and quality control (QA/QC) of project applications and perform select site inspections and/or verifications of installation to ensure the work receiving MAP funds meets program requirements. Projects may be selected for remote or on-site inspections based on MAP requirements, risk management strategies, and to ensure MAP goals and quality standards are met. AESC will coordinate inspections with the Aggregator and will notify Aggregator of any corrective actions identified.

3.5 AGGREGATOR INCENTIVE RESERVATION: AESC shall calculate or validate estimated Aggregator incentives for submitted projects based on climate zone, measure type(s), energy savings, and savings load shape. Incentives will be calculated using a program-adjusted Avoided Cost Calculator values in the Value Estimator Tool. Based on the measure mix, AESC will determine a weighted effective useful life (EUL) that will be applied to the measured savings to determine incentive payments. AESC shall reserve 120% of the estimated incentive funds for each approved project to account for up to 20% of potential TSB overperformance.

3.6 SAVINGS MEASUREMENT AND VERIFICATION (M&V): Following Aggregator notification that the Implementation Period is complete, delivery of final project details and required certification forms, AESC will initiate a twelve (12) month M&V Performance Period to measure hourly project impacts according to Population-based NMEC and the PG&E MAP M&V Plan. Each month, a site's measured energy impacts during peak period (June through September, 4:00 p.m. -7:00 p.m.), net peak period (June through September, 7:00 p.m. -9:00 p.m.) and non-peak periods will be accounted for and calculated by each period's incentive rate for that project's weighted EUL. During the M&V Performance period, AESC will provide Aggregators monthly reports on project performance and incentives earned to support identification and remedy of potential performance issues, and to support savings and incentive budget forecasting.

3.7 QUARTLERY AGGREGATOR PERFORMANCE PAYMENTS: On a quarterly basis, AESC will calculate Payable Savings at each site and calculate the earned aggregator incentive. AESC will submit to PG&E an incentive payment initiation request for each aggregator's earned incentives, and will issue payment within 30 days upon AESC's receipt of payment from PG&E. AESC will not reimburse Aggregator any labor or expenses incurred, including but not limited to identifying, selling, constructing, or monitoring projects.

4. AESC RETAINS RIGHTS TO INTELLECTUAL PROPERTY; AGGREGATOR KNOW-HOW

4.1 Any tools, methodologies, documents, Intellectual Property or other materials (including, without limitation, software) AESC provides to Aggregator to perform the Services, remain the sole property of AESC or its licensors.

4.2 Aggregator shall retain rights in any know-how, expertise or techniques ("Know-how") it brings in performance of the Services; provided that Aggregator grants to AESC a non-exclusive, irrevocable, royalty free license to use that Know-how for the purposes of executing their contractual obligations to implement the Market Access Program.

5. TERM OF AGREEMENT:

The term of this Agreement will commence on the Effective Date, and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until March 31, 2024.

6. SUBCONTRACTING:

If Aggregator hires a subcontractor in connection with this Agreement or a MAP project, Aggregator shall ensure compliance by such subcontractor with all terms and conditions of this Agreement and Aggregator assumes all risk and liability that its subcontractors fail to do so. Nothing contained in this Agreement shall create any legal or contractual relationship between PG&E and any subcontractor, contractor or agent of Aggregator, or between AESC and any subcontractor, contractor or agent of Aggregator. Aggregator is solely responsible for paying its subcontractors. Neither PG&E nor AESC shall have any obligation to pay or to enforce the payment to any subcontractor, contractor or agent of Aggregator.

7. ASSIGNMENT:

Aggregator may not transfer or assign its rights and obligations under this Agreement without AESC's prior written consent. However, Aggregator may assign its rights to receive payment under this Agreement to a third party financial or insurance intermediary, at its sole and absolute discretion.

8. CONFIDENTIAL INFORMATION; PUBLICITY

8.1 HANDLING OF CONFIDENTIAL INFORMATION. Each Party (each a "Receiving Party") agrees not to disclose to third parties Confidential Information received from the other Party ("Disclosing Party") and not to use such Confidential Information for its own benefit or the benefit of any other party, except to further the Services and AESC's performance under the Prime Contract.

8.2 "Confidential Information" means information related to the business of the other Party, including the terms and conditions of this Agreement, all business plans, technical information or data, product ideas, methodologies, algorithms and analytical routines, software, and all personnel, customer, suppliers, contracts and sale, financial and other information, ideas, materials or other subject matter of such Party, whether disclosed orally, in writing or otherwise, that is provided by Disclosing Party to the Receiving Party clearly marked as confidential or that would reasonably be understood to be considered confidential under the circumstances. Information shall not be Confidential Information if it is: (a) already known free of restriction when it is obtained by the Receiving Party, (b) subsequently learned by the Receiving Party from a third party without breach of this Agreement, (c) is or becomes publicly available through no fault, default or breach of or by the Receiving Party or (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

8.3 NON-DISCLOSURE. Neither Party shall disclose Confidential Information of the other Party to any Person, firm or enterprise, unless authorized by the other Party in writing, except that each Party may disclose such Confidential Information (a) to its employees, agents, sub-contractors, advisors and consultants with a legitimate need to know the same, (b) if the Receiving Party is AESC, to the Commissioning Entity if related to AESC's performance under the Prime Contract and (c) under applicable law, rule or regulation or compulsion of proper judicial or other legal process. Each Party also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, and shall take reasonable measures to restrict access to such information while in such Party's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. Each Party agrees to immediately notify the other Party in writing if such Party determines or has reason to suspect a breach of this requirement has occurred.

8.4 RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. Upon termination or expiration of this Agreement, upon request of the Disclosing Party to such effect, the Receiving Party shall return to the Disclosing Party or confidentially destroy (and certify such confidential destruction in a form reasonably acceptable to the Disclosing Party) all Confidential Information of such Disclosing Party, all documents and media containing such Confidential Information and any copies or extracts thereof. Upon written request by the Disclosing Party, the Receiving Party shall promptly cease, and shall cause its recipients to cease, use of such Confidential Information and any information or materials that contain, incorporate or are derived from such Confidential Information.

8.5 REMEDIES. Each Party (as Receiving Party) acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which remedies at law would be inadequate. Each Party (as Receiving Party) agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder regarding the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.

9. CORRECTIVE ACTIONS:

9.1 If Aggregator breaches this agreement or is out of compliance with program requirements, AESC will notify Aggregator in writing to initiate Corrective Actions. Breaches or compliance issues may be related to, but not limited to, any failure to comply with MAP program policies and guidelines, misrepresentations about a site or project equipment, schedule, status or cost information, failure to provide requested project information, customer service complaints, suspected fraudulent activity, or poor workmanship.

9.2 The Aggregator shall reply to AESC's written notice of breach, or request for Corrective Actions, within 5 business days and shall follow requested and documented timelines for issue remediation and Corrective Action requested. Failure to address a breach or rectify Corrective Action items may be grounds for termination of this agreement, cancellation of MAP project fund commitments, and forfeiture of project incentives,

10. TERMINATION:

10.1 If Aggregator fails to promptly respond to AESC's written notices of breach, or requests to cure Corrective Actions within timeframes requested by AESC, AESC reserves the right to terminate Aggregators by giving Aggregator 5 business days' written notice.

10.2 AESC may terminate this agreement if funding is reduced or eliminated by PG&E or the CPUC. If AESC terminates this Agreement for any reason other than a breach by Aggregator, Aggregator shall be paid the incentive payments earned within up to one year past the project approval date for any projects approved in accordance with the terms of this Agreement.

10.3 This Agreement is subject to changes, modifications, or termination by order or directive of the CPUC or PG&E. AESC reserves the right to modify this agreement accordingly and will notify Aggregators within 5 days upon notice of required changes.

11. GOVERNING LAW; DISPUTE RESOLUTION

11.1 GOVERNING LAW. This Agreement shall be construed and enforced under the substantive laws of the State of California.

11.2 DISPUTES. The Parties shall use their best efforts to amicably settle any claim, controversy, disagreement or other matter in question between the Parties that arise out of or relate to the terms and conditions or formation of this Agreement or regarding the performance or non-performance by the Parties of their respective obligations under this Agreement, including any claim for breach or repudiation thereof (a "Dispute"). To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution to any Dispute satisfactory to both Parties. If the Parties do not reach such solution within thirty days, upon notice by either Party to the other, such dispute, claim, question, or disagreement shall be submitted to binding arbitration under [Section 11.2] below.

11.3 BINDING ARBITRATION.

(a) Any Dispute that the Parties cannot resolve under Section 11.1 above shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, provided that a demand for arbitration shall not be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(b) The arbitration shall be conducted by a single arbitrator with experience in commercial matters. The arbitrator shall be chosen by agreement of the Parties within five (5) days after the request for arbitration is received pursuant to the above. If the Parties cannot agree on an arbitrator within such time, then the arbitrator shall be chosen under the AAA procedures from its panel of arbitrators with high technology commercial experience. Notwithstanding the process for choosing the arbitrator, an arbitrator shall be chosen within ten (10) days after the request for arbitration is received.

(c) The arbitration hearing shall be held in San Diego County, California, or at such other place that mutually agreed by the Parties and the arbitrator. The place of the arbitration hearing will be established within thirty (30) days from the request/demand for arbitration. The arbitration shall commence within twenty (20) days from the date the place of arbitration hearing is established, and the arbitration shall be concluded in not over three (3) days unless otherwise ordered by the arbitrator.

(d) The arbitrator shall have no authority to issue an award contrary to the express terms of this Agreement or the laws of the State of California or applicable US Federal Law, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

(e) The Parties shall exchange all documents they intend to submit to the arbitrator for consideration and may conduct a reasonable number of witness depositions before the final arbitration hearing. The award on the hearing shall be made within fourteen (14) days after the close of the submission of evidence. An award rendered by the arbitrator shall be final and binding on the Parties to such proceeding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine issues of arbitrability and to award compensatory damages, but shall not have authority to award punitive or exemplary damages.

(f) Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any other remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). The arbitrators shall award to the prevailing Party, if any, as determined by the arbitrator, all of its costs and fees. As used in this Section, "costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees of the arbitration, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

12. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION:

12.1 GOOD STANDING.

At all times during the Term, Aggregator represents and warrants that (a) it is a _____ **[corporation/limited liability company/partnership]** duly organized, validly existing and in good standing under the laws of the State of _____, (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting, and (c) it is and will be duly licensed or qualified to do business and in good standing under the laws of each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

12.2 INDEMNIFICATION.

(a) Aggregator agrees to indemnify, defend, and hold AESC and PG&E, and their respective employees, officers, contractors, owners and agents, harmless from any and all losses, damages, costs, expenses and liabilities including, but not limited to, litigation and other dispute resolution costs, and attorney's fees ("Claims"), arising from or in connection with (a) any act or omission of Aggregator, or Aggregator's employees, officers, contractors, owners and agents ("Aggregator Parties") in connection with this Agreement, or a Project or work performed under this agreement; (b) any products installed or services performed during the installation, operation or maintenance of any Project, or otherwise in connection with any Project; or (c) any and all fines, penalties, or similar imposed by any governmental authority in connection with any Project or this Agreement generally.

(b) AESC agrees to indemnify, defend and hold the Aggregator Parties harmless from any and all Claims arising from or in connection with any act or omission of any employee, officer, member, agent or subcontractor of AESC (a) in connection with this Agreement, any Project or work performed under this agreement, or (b) resulting in fines, penalties or similar imposed by any governmental authority in connection with any Project or this Agreement.

13. LIMITATIONS ON LIABILITY:

Neither Aggregator, AESC, nor PG&E shall be liable for any incidental, special, indirect, punitive or consequential damages relating to or arising from this Agreement.

14. NOTICES:

14.1 All written notices hereunder shall be given to AESC at the following location:

Contract Manager: Keith Patel, Chief Financial Officer
Address: 2445 Impala Drive, Carlsbad, CA 92010
Email Address: kpatel@aesc-inc.com
Telephone: (805) 637-1152

14.2 Notices shall be given to Aggregator at the following address:

Aggregator:
Address:
Email Address:
Telephone No.:

15. SEVERABILITY:

If a court or arbitrator determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

16. COMPLETE AGREEMENT; NO WAIVER:

This Agreement, together with the MAP Program Program Manual and MAP M&V Plan filed with the CPUC at https://cedars.sound-data.com/programs/PGE_MKTACCESS/details/ constitute the entire agreement between the Parties. No modification or amendment shall be valid unless made in writing and signed by each Party. This Agreement supersedes all prior or contemporaneous negotiations, representation, promises and agreements, whether written or oral, concerning the subject matter hereof. Failure of either Party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

17. THIRD PARTY BENEFICIARIES:

Except as set forth in the immediately following sentence, the Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement and their respective successors and permitted assigns. The Parties hereby designate Counterparty as an intended third-party beneficiary of this Agreement, having the right to enforce the provisions of this Agreement in law or equity directly against Aggregator or its subcontractors the same as if it were a party hereto.

18. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Alternative Energy Systems Consulting, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Aggregator:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 5 - Management of PG&E Contractor Documents

1. Consultant agrees to retain all documents and data, whether physical or electronic, created, collected or received for PG&E in the course of performing Services under the Contract (collectively, “**PG&E Contractor Documents**”). PG&E Contractor Documents include without limitation, physical and electronic copies of documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports.
 2. Consultant shall comply with the requirements of this Exhibit 5 in managing and administering all PG&E Contractor Documents. Consultant must retain all PG&E Contractor Documents, and must not manage, transmit, disclose, retain or dispose of such PG&E Contractor Documents except in accordance with the requirements of this Exhibit 5.
 3. PG&E will periodically perform Quality Control and Quality Assurance audits of Consultant’s record management practices. Failure to comply with audit requirements will constitute a violation of this Exhibit 5 and may result in termination of the Contract for cause.
 4. Consultant must store all PG&E Contractor Documents in a secure, legible, and organized manner that allows for easy identification and access. This requirement will be included as part of the Quality Control and Quality Assurance audit by PG&E.
 5. Consultant shall transfer PG&E Contractor Documents to PG&E on a regularly scheduled cycle as set forth in the Contract or as specified in writing by PG&E. If not specified in writing or in the Contract, Consultant shall provide PG&E Contractor Documents on a quarterly basis. Any remaining PG&E Contractor Documents must be transferred no later than 30 days after the Contract termination date.
 6. PG&E will specify the PG&E Contractor Documents that must be transferred to PG&E.
 - a. In addition to regular scheduled submissions, the Consultant must submit or provide access to PG&E Contractor Documents on an as-needed basis for purposes including, but not limited to, regulatory, CPUC, safety, audit and/or litigation requirements.
 - b. If PG&E Contractor Documents are kept in electronic form, the following formats are acceptable for submission to PG&E:
 - PDF, CAD, or TIFF for drawings and diagrams
 - Native File Format or PDF for all other documents
 - c. Consultant shall make available to PG&E the proprietary tools or software necessary to access PG&E Contractor Documents including after the transfer of the PG&E Contractor Documents to PG&E. However, this subsection does not modify Consultant’s obligation to produce PG&E Contractor Documents in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Consultant must produce PG&E Contractor Documents in each of the formats requested.
 7. Consultant must not dispose of PG&E Contractor Documents unless otherwise authorized in writing by PG&E. If at any time PG&E directs Consultant to dispose of PG&E Contractor Documents, Consultant shall do so in a confidential and secure manner, whether the format is electronic or physical. Proof of Destruction of PG&E Contractor Documents shall be submitted to PG&E upon request. Destruction of physical copies should comply with NAID (National Association for Information Destruction) standards.
 8. PG&E Contractor Documents must be treated as confidential and subject to the confidentiality provisions of this Contract, including, without limitation, the provisions concerning confidentiality, data security, and use of Personal Information [as defined in California Civil Code Section 1798.140 (o)].
 9. Consultant must maintain a system for back-up of unsubmitted electronic PG&E Contractor Documents (e.g., files or databases) in the event that the originals are lost or destroyed.
 10. If PG&E provides physical (which includes paper) documents to Consultant to convert them to digital electronic format, Consultant shall return both the original physical (which includes paper) documents used to create the digital electronic format and the converted digital electronic format to PG&E.
 11. Consultant is responsible for ensuring that its Subcontractors, **Participating Aggregator’s** and Subcontracted Aggregator (regardless of tier) comply with the obligations of the Consultant under this Exhibit 5.
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12. Consultant, and any Subcontractor, Participating Aggregator's, and Subcontracted Aggregator with access to PG&E Contractor Documents, is required to complete training requirements as provided by PG&E for Records and Information Management and Security & Privacy Awareness. Failure to comply with this requirement may result in termination of Contract for cause.
 13. The terms and conditions of this **Exhibit 5** shall survive the termination of this Contract.