
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 _____ (Address and State of Aggregator Business). 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 the Implementer that implements the Groceries, Restaurants, and Food Storage Program (“GRFS Program”) on behalf of San Diego Gas & Electric Company, a California corporation having its principal place of business located at 8330 Century Park Court, San Diego, CA 92123 (“SDG&E” or “Counterparty”) 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 receives GRFS Program 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 GRFS Program Participating Aggregator Agreement (PAA) establishes minimum requirements for Aggregators to earn Program incentives through AESC for the GRFS Program as an Enrolled 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. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

Aggregator Quarterly Cohort: Used in terms of grouping project payments for Population-based projects, an individual Aggregator’s group of projects that started M&V during the same year and quarter. TSB limits to incentive reservations are based on the total performance of the Aggregator Quarterly Cohort.

“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.

“Avoided Cost Calculator” (ACC): Estimates hourly, system-level costs of providing electric or gas service in \$/kwh or \$/therm. It is used to determine program benefits of energy efficiency and integrated demand side management projects.

“Baseline Period”: The baseline period is the 12-month period leading up to the energy efficiency intervention or retrofit.

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

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

“Customer Site Eligibility Tool (CSET):” Software by AESC that automatically cross references customer site information against user inputs to determine the eligibility of a given site for the GRFS Program.

“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.

“Enrolled Aggregators” – Aggregators that agree to be bound by GRFS Program terms and conditions defined in this Agreement, the GRFS Program Manual and GRFS Program M&V Plan. Enrolled Aggregators shall not be provided

access to any Confidential Information or SDG&E Data unless they are also a Subcontracted Aggregator or receive customer permission.

“Energy Savings”: The annual/first year reduction in kWh over the baseline year, resulting from the implementation of a Project at a Customer site.

“Implementation Plan” or “IP” - A description of the GRFS 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. The Program Manual is included as a supplemental document to the Implementation Plan uploaded to the California Energy Data and Reporting System (CEDARS).

“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 GRFS. 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 and any subsequent updates.

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

“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 Project Implementation Period.

“Personal Information”: Means information that (i) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household; and (ii) includes personal information or personal data or other such similar terms and meaning as defined under applicable Privacy & Data Security Laws.

“Groceries, Restaurants, and Food Storage Program” (GRFS Program or “Program”): SDG&E’s new Market Access Program, solicited by SDG&E as a 3rd Party Energy Efficiency Program, pursuant to the California Public Utilities Commission (CPUC) Decision (D.)16-08-019 - Decision Providing Guidance for Initial Energy Efficiency (EE) Rolling Portfolio Business Plan Filings and D.18-05-041 - Decision Addressing EE Business Plans.

“Population-level NMEC (Pop-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.

“Prevailing Wage”: As defined by the California Department of Industrial Relations, “the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area (if a majority of such workers are paid at a single rate). If there is no single rate paid to a majority, then the single or modal rate being paid to the greater number of workers is prevailing”.

“Prime Contract”: AESC's contract with SDG&E to perform services as the Implementer of the Groceries, Restaurants, and Food Storage Program (“GRFS Program”).

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

“Project Implementation Period”: The Project 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 Project Implementation Period may also include time to adjust, fine-tune, or commission the measure as part of the construction process. The Project Implementation Period is considered ended no sooner than the date the Customer approved the project installation, as evidenced by the signed scope of work.

“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 SDG&E’s GRFS requirements to deliver desired program benefits. AESC shall not be responsible or liable for the performance, supervision, or management of Aggregator work.

“Site-level NMEC (Site-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 using a Site-level metered savings calculation. Modeling and non-routine event adjustment methods may differ on a site-by-site basis.

“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. TSB is estimated (for incentive reservation) using the Value Estimator Tool (VET) and calculated (for Payable Savings) using the CEDARS Cost-Effectiveness Tool (CET).

“Value Estimator Tool (VET)”: 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, and program overhead costs.

2. AGGREGATOR RESPONSIBILITIES

As an Enrolled Aggregator (Aggregator) for the Groceries, Restaurants, and Food Storage Program under this Agreement, Aggregators are responsible for complying with all the requirements, policies, and rules in the Implementation Plan and supporting documents, in addition to all the following terms. 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 GRFS Program project and program requirements; Responsibilities in this section are subject to update if AESC notifies Aggregators via email and website posting. 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’s Customer will not purchase equipment or start construction prior to approval.

(c) Aggregator shall follow procedures defined on provided documents linked to AESC’s GRFS Program website at <https://aesc-inc.com/sdge-groceries-restaurants-and-food-storage-program/> to submit Projects (“Project Submittal”) for GRFS Program review, savings evaluation, project enrollment and incentive funds commitment. Aggregator shall complete GRFS Program Aggregator training prior to submitting projects for GRFS Program 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 GRFS Program Implementation Plan (IP), M&V Plan, and other supporting documents. Upon Project Application approval, AESC will provide Aggregator with an estimated incentive. Incentive estimates generated through the Value Estimator Tool (VET) will not be binding. While initial incentives will be paid on the estimated value in the Project Application, the interim and true-up payments for Measured Savings pathway projects (Pop-NMEC and Site-NMEC) will be paid on actual measured results, not on the estimated values. Deemed savings will be paid based on prescriptive measure values.

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

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 notify AESC of changes in project scope, upon project completion with final documentation submittal, 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 December 31, 2027, unless AESC notifies Aggregators of a new date in writing and website posting.

2.3 PROJECT COMPLETION NOTIFICATION: Aggregator shall promptly notify AESC upon completion of the Project Implementation Period via issuance of the Performance Period Notification Letter (PPNL) in order to initiate the twelve-month M&V Performance period. Aggregator shall provide AESC final installed project information including, but not limited to, customer signed scope of work, 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 GRFS Program M&V period. Aggregator must disclose any planned Demand Response program dual participation during Project Submittal for each site, or any DR enrollments during the M&V period. Participation in the GRFS Program 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 make available on the website 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 that the Services or Work is and will be performed by qualified individuals. Training and qualification records must be provided to AESC 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 the GRFS Program and each project. If AESC or SDG&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 SDG&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, SDG&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 the GRFS Program and to allow for AESC, SDG&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 SDG&E Green Button (<https://www.sdge.com/green-button>).

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

2.12 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's request, Aggregator shall deliver a copy of any or all original records required to be retained under this Agreement.

2.13 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 SDG&E harmless from repair expenses.

2.14 NO PUBLIC RELEASE OF RESULTS: Aggregator agrees to not publicly release any results of the Services or Work resulting from this Agreement, 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 SDG&E). Under no circumstances shall any release of information present any material findings not reasonably inferable from the data.

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

2.16 INFRINGEMENT PROTECTION: Aggregators represent any materials used, or otherwise provided, as a Deliverable under this Agreement, 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.

2.17 NO PUBLICITY: Aggregator shall not include SDG&E's name, any reference to this Agreement, or any reference to SDG&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 SDG&E. AESC and SDG&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 SDG&E endorses, recommends, or vouches for Aggregator. Aggregators who wish to develop marketing materials for GRFS beyond what is developed and furnished by the GRFS Program or SDG&E should coordinate with AESC to ensure compliance.

2.18 CUSTOMER PERSONAL INFORMATION: Aggregator shall represent and warrant that all personal information, as defined in Privacy and Data Security Laws, 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.

2.19 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 SDG&E data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

2.20 USE OF SDG&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 SDG&E's Confidential Information. Aggregator shall be responsible to safeguard such SDG&E Confidential Information in accordance with the terms of this Agreement and such information be returned immediately to AESC or SDG&E upon completion of Aggregator's use for performance of the Services, Work, or earlier upon AESC or SDG&E's request. Alternatively, Aggregator may destroy such information, provided an officer of Aggregator certifies the destruction in writing.

2.21 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 SDG&E (a) on an after-tax basis, for any liability incurred by AESC or SDG&E resulting from Aggregator's failure to institute any such required withholding, and in addition (b) any liability incurred by AESC or SDG&E as a result of Aggregator's delay or failure to pay any (i) Participating 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 SDG&E, AESC is responsible for ensuring Aggregators implementing the GRFS Program projects on behalf of Customers are adhering to the GRFS Program 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 the GRFS Program and AESC shall determine in its sole discretion eligibility based on the criteria outlined in the GRFS Program M&V Plan.

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 GRFS Program policies and procedures. 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, as needed, to ensure the work receiving GRFS Program funds meets program requirements. Projects may be selected for remote or on-site inspections based on GRFS Program requirements, risk management strategies, and to ensure GRFS Program 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 NMEC projects based on climate zone, measure type(s), energy savings, and savings load shape. Based on the measure mix, AESC will determine a weighted effective useful life (EUL) that will be applied to the measured savings. Incentives will be calculated using TSB outputs from the VET. AESC shall reserve the 120% of the estimated incentive funds and reserves the right to implement a cost cap at a future date.

3.6 SAVINGS MEASUREMENT AND VERIFICATION (M&V): For NMEC projects, following Aggregator notification that the Project 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, savings, and incentives according to Population-based NMEC guidelines (or site-specific guidelines, as applicable) and the GRFS Program M&V Plan. During the M&V Performance period, AESC will provide Aggregators monthly reports on project kWh and therms savings performance to support identification and remedy of potential performance issues, and to support savings forecasting. These values will be used to determine payable incentives and will be input within Praxis for Aggregator transparency.

3.7 AGGREGATOR PERFORMANCE PAYMENTS: AESC will calculate Payable Savings at each site and calculate the earned Aggregator incentive. . For complete information regarding Aggregator payments, please read the GRFS M&V Plan and/or Program Manual.

Each Pop-NMEC project will be eligible for three performance payments:

- (1) Milestone Payment 1 (forecast-based): Upon installation approval, 50% of the estimated Total System Benefits based on final approved forecasted TSB. This payment will be made at the individual project level rather than the Aggregator Quarterly Cohort level and will be calculated the month following installation approval.

(2) Milestone Payment 2 (measurement-based): For Aggregator Quarterly Cohorts in which all projects have completed at least six months of M&V, up to 70% of the measured TSB multiplied by the incentive rate, minus Milestone 1 Payment. This payment is made at the Aggregator Quarterly Cohort (AQC) level and is calculated following each quarter (no earlier than April 1, July 1, October 1, January 1).

(3) Milestone Payment 3 (measurement-based): For Aggregator Quarterly Cohorts in which all projects have completed 12 months of M&V, up to 100% of the measured TSB multiplied by the incentive rate, minus all previous Milestone payments. This payment is made at the AQC level and is calculated following each quarter (no earlier than April 1, July 1, October 1, January 1).

For Site-NMEC projects, Aggregators receive compensation at two stages of a project, per the following schedule:

(1) Milestone Payment 1 (forecast-based): Upon installation approval, 50% of the estimated Total System Benefits based on final approved forecasted TSB. This payment will be made at the individual project level and will be calculated the month following installation approval.

(2) Milestone Payment 2 (per-site measurement-based): 100% of the measured TSB multiplied by the incentive rate, minus the Milestone 1 Payment. This payment will be calculated the month following the project's completion of M&V.

For forecast-based payments and measured-based payments, AESC will make payments to Aggregators within 30 calendar days upon AESC's receipt of payment from SDG&E.

Deemed projects will be paid upon post-installation documentation and application approval. Deemed Projects will not receive reservations and will be paid in full upon installation approval. No Deemed rebate payment will exceed 100% of the measure cost (measure cost basis defined by the measure type) associated with the CPUC-approved Measure Package. For Deemed payments, AESC will make payments within 50 calendar days of the end of the month in which projects are approved.

AESC will not reimburse Aggregator for any labor or expenses incurred, including but not limited to identifying, selling, constructing, or monitoring projects.

(a) For NMEC projects, if the Aggregator is overpaid (i.e. project receives a payment but is determined to be disqualified or withdrawn during M&V period, or the Aggregator Quarterly Cohort's performance does not meet amount paid), AESC will deduct the net amount overpaid from the Aggregator's earned incentives in future performance payments, irrespective of Aggregator Quarterly Cohort. If the overpaid exceeds what is earned from these future performance payments, then AESC will invoice the Aggregator for the remaining overpaid amount.

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. For clarity, AESC retains ownership of all right, title, and interest in and to AESC's pre-existing intellectual property (IP) rights, including, without limitation: (i) reports, writings, abstracts, summaries, drawings, flow charts, images, artwork documents, know-how, technology, inventions, discoveries, processes, techniques, methods, methodologies, business processes, ideas, concepts, research, proposals, materials, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the AESC solely or jointly with others; (ii) all computer programs (both source code and object code), software, firmware, designs, application programs, operating systems, scripts, animation sequences, interfaces, programming code, applets, executables, objects, formats or page descriptions, data, databases, computer architecture or hierarchies, files and utilities; (iii) all supporting documentation for any of the foregoing, including input and output formats, listings, narrative descriptions, operating instructions and training documentation; and (iv) all tangible media upon which any of the foregoing are recorded, including, without limitation, disks, CDs, tapes, chips or photographs (collectively "Pre-Existing Intellectual Property"). All Intellectual Property rights in and to AESC's Pre-Existing Intellectual Property shall be owned exclusively by AESC and its licensors. AESC and its licensors shall also exclusively own all right, title, and interest in and to any and all enhancements, improvements, modifications, and any other derivative works of AESC's Pre-Existing Intellectual Property, whenever conceived, developed or otherwise created, either before or during the Term of this Agreement, or after its termination or expiration. For clarity, AESC and its licensors shall

retain ownership of all Pre-Existing Intellectual Property incorporated into the deliverables, as well as the rights to any pre-existing third-party software or other works licensed by AESC from third parties that may be contained in any of the deliverables. AESC grants the Aggregator a limited, irrevocable, perpetual, fully paid-up, royalty-free non-transferable, non-sublicensable, non-exclusive license to use, reproduce, display, distribute, transmit, modify (including to create derivative works) Pre-Existing Intellectual Property to the extent incorporated in the deliverables. All other rights in and to Pre-Existing Intellectual Property are expressly reserved by AESC. The aforementioned license does not include the right to use any of the Pre-Existing Intellectual property separately or independently from the deliverables.

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 respective contractual obligations to implement the Groceries, Restaurants, and Food Storage Program for the term of this Agreement.

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, 2029, unless AESC notifies Aggregators of a new date in writing and/or website posting.

6. SUBCONTRACTING:

If Aggregator hires a subcontractor in connection with this Agreement or a GRFS Program 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 SDG&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 SDG&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 delegate, subcontract, 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 GRFS 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 GRFS Program 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 SDG&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 so long as proof of required insurance is provided for such one-year period.

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

10.4 Either Party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent by email to GRFSProgram@franklinenergy.com or Aggregator email provided.

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 reasonable 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 (30) calendar days, upon notice by either Party to the other, such dispute, claim, question, or disagreement shall be submitted to binding arbitration under Section 11.3 below.

11.3 BINDING ARBITRATION.

(a) Any Dispute that the Parties cannot resolve under Section 11.12 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) calendar 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) calendar 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) calendar days from the request/demand for arbitration. The arbitration shall commence within twenty (20) calendar days from the date the place of arbitration hearing is established, and the arbitration shall be concluded in not over three (3) calendar 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, not to exceed three (3), before the final arbitration hearing. The award on the hearing shall be made within fourteen (14) calendar 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 [redacted] [corporation/limited liability company/partnership] duly organized, validly existing and in good standing under the laws of the State of [redacted], (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, (d) it will not act to interfere with or impede the contractual relationship between the SDG&E and AESC, or to suggest or cause SDG&E to modify or terminate the SDG&E contract or to not renew any services with AESC, or (e) will not make any public announcements, media releases, or other forms of public disclosure relating to this Agreement, Franklin Energy, the SDG&E or AESC products and services without the prior written approval of AESC.

12.2 INDEMNIFICATION.

(a) Each Party (the "Indemnifying Party") shall indemnify and hereby indemnifies, defends and holds harmless the other party and its parent, subsidiaries and affiliates (including without limitation their respective shareholders, members, patrons, partners (general and/or limited), trustees, directors, officers, managers, agents, representatives, and employees (the "Indemnified Party"), from and against any claims, damages, demands, suits, actions, judgments, liabilities, defaults, investigations, responses to discovery requests, or any other costs and expenses, including reasonable attorneys' fees (collectively, "Losses") resulting from or in connection with: (i) bodily injury to, or death of, persons or damage to or destruction of property, to the extent directly caused by or arising out of any negligent act or omission or willful misconduct of either party or anyone acting under either party's direction or control or on either party's behalf in connection with or incident to the performance of the Services, or (ii) third party allegations that any Services or deliverables, or any portion thereof infringe that third party's copyright, patent, trademark, trade, name, trade secret, or any other intellectual property rights.

(b) Each Party's indemnification obligations under this Agreement are conditioned on (i) the Indemnified Party providing timely notice of any claim or proceeding to the Indemnifying Party under which it intends to seek to enforce the indemnification obligations; provided, however, that an Indemnified Party's failure to notify the Indemnifying Party under this Section 11(b) will relieve the Indemnifying Party of its obligations under Section 11(a) only if and only to the extent the Indemnifying Party was prejudiced by not receiving timely notice of the claim, and (ii) the Indemnified Party fully cooperating with the Indemnifying Party, including making all defenses available to the Indemnifying Party that would be available to the Indemnified Party. The obligations of Indemnifying Party to indemnify and hold the Indemnified Party harmless under Section 11(a) exclude Losses resulting from proven and adjudicated grossly negligent acts or omissions solely attributable to the Indemnified party.

13. LIMITATIONS ON LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 8 OR AGGREGATOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF PROFIT OR INCOME, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF EITHER PARTY SHOULD BE HELD LIABLE UNDER THIS AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY AESC TO AGGREGATOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. NOTICES:

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

Contract Manager: Antonio Corradini, President
Address: 2445 Impala Drive, Carlsbad, CA 92010
Email Address: ACorradini@aesc-inc.com
Telephone: (858) 344-4293

With a copy to: Alternative Energy Systems Consulting, Inc.
102 N. Franklin Street
Port Washington, WI 53074
Attn: Corporate Counsel

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

Aggregator: [REDACTED]
Address: [REDACTED]
Email Address: [REDACTED]
Telephone No.: [REDACTED]

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 GRFS Program Implementation Plan and Measurement and Verification Plan filed with the CPUC at <https://cedars.cpuc.ca.gov/programs/SDGE4169/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

19. ADDITIONAL TERMS AND CONDITIONS:

When Aggregator is serving SDG&E Customer(s), the following additional terms and conditions apply:

19.1 INSURANCE REQUIREMENTS:

(a) Aggregator represents and warrants that as an independent contractor it has in force, and will maintain in force, adequate worker's compensation, commercial general liability, commercial automobile liability, and other forms of insurance sufficient to protect and indemnify AESC and SDG&E, and each of their officers, directors, partners, principals, agents, servants, and employees, from any losses resulting from the conduct, actions or omissions of Aggregator, its officers, directors, partners, agents, servants and employees. Aggregator further represents and

warrants that none of its insurance policies expressly excludes the coverage for liabilities and claims that Aggregator may be held liable under this Agreement. Aggregator will forward to AESC, within 15 calendar days of the Effective Date and prior to commencing Services, a certificate of insurance listing AESC and SDG&E as an additional insured, except for worker's compensation, and verifying Aggregator is insured in policy amounts sufficient to meet its obligations hereunder for all matters relating to its work on the Project. Such certificate shall indicate that the insurance may not be canceled prior to a thirty (30)-day notification period and that AESC shall be immediately notified in writing of any such notice of termination. AESC shall have no duty to Aggregator, or any of its insured, to review any certificate or policies of insurance furnished to AESC to determine whether the terms of each certificate or policy comply with this section.

(b) Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement.

19.2 ACKNOWLEDGEMENT: The Parties acknowledge and agree that (a) the GRFS Program is funded by California utility customers under the auspices of the California Public Utilities Commission (CPUC) and implemented by AESC under a contract awarded by SDG&E; (b) Program funds are allocated on a first-come, first-served basis until such funds are no longer available; (c) the Program may be modified or terminated without prior notice; (d) Customers who choose to participate in the Program are not obligated to purchase any additional services offered by AESC or any other third party; (e) eligibility requirements and terms and conditions apply to the Program; (f) actual savings in connection with the Program may vary; (g) any trademarks used herein are the property of their respective owners; (h) SDG&E does not endorse or warrant any contractor or vendor's products or services and shall not be liable or responsible for claims arising from the purchase, installation, use, or performance of any products; (i) references herein to any specific information regarding SDG&E or any commercial products or services by trade name, trademark, manufacturer, or otherwise do not constitute or imply its endorsement, recommendation, or favoring by SDG&E; and (j) SDG&E will not be held liable in connection with any contractor, vendor, or trade ally activities.

19.3 WORKFORCE STANDARDS: Aggregator shall comply with the workforce qualifications, certifications, standards and requirements set forth below or established by any applicable law or regulation. Prior to commencement of any Services, once per calendar year, and at any other time as may be requested by SDG&E or AESC, Aggregator shall provide, and shall require every Subcontractor to provide all documentation necessary to demonstrate to SDG&E's or AESC's reasonable satisfaction that Aggregator Parties have complied with the Workforce Standards.

(a) HVAC Standards. For any non-residential project pursuant to this Agreement installing, modifying or maintaining a Heating Ventilation and Air Conditioning ("HVAC") system or component with incentives valued at \$3,000 or more, Aggregator shall ensure that each worker or technician involved in the project, including all of its employees and agents and those of each Subcontractor, meet at least one of the following workforce criteria:

- (i) Completed an accredited HVAC apprenticeship;
- (ii) Is enrolled in an accredited HVAC apprenticeship;
- (iii) Completed at least five years of work experience at the journey level as defined by the California Department of Industrial Relations, Title 8, Section 205, of the California Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed; or
- (iv) Has a C-20 HVAC contractor license issued by the California Contractor's State Licensing Board.
- (v) This standard shall not apply where the incentive is paid to any manufacturer, distributor, or retailer of HVAC equipment, unless the manufacturer, distributor, or retailer installs or contracts for the installation of the equipment. For the avoidance of doubt, Aggregator is deemed to be equivalent to manufacturer, distributor, or retailer; therefore, the standard shall not apply unless Aggregator installs or contracts for the installation of the equipment.

(b) Advanced Lighting Controls Standards. For any non-residential project pursuant to this Agreement involving installation, modification, or maintenance of lighting controls with incentives valued at \$2,000 or more, Aggregator shall ensure that all workers or technicians involved in the project, including those of its Aggregator Parties are certified by the California Advanced Lighting Controls Training Program (“CALTP”). This requirement shall not apply where the incentive is paid to a manufacturer, distributor, or retailer of lighting controls unless the manufacturer, distributor, or retailer installs or contracts for installation of the equipment. For the avoidance of doubt, Aggregator is deemed to be equivalent to manufacturer, distributor or retailer; therefore, the standard shall not apply unless Aggregator installs or contracts for the installation of the equipment.

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

Alternative Energy Systems Consulting, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Aggregator:

Signature: _____

Printed Name: _____

Title: _____

Date: _____