



**THIRD PARTY ENERGY EFFICIENCY
LOCAL GOVERNMENT PARTNERSHIP
PROGRAM IMPLEMENTATION AGREEMENT**

Between

Pacific Gas and Electric Company

And

County of Sonoma

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GENERAL TERMS AND CONDITIONS

1. PREAMBLE

1.1 Background

Pursuant to the California Public Utilities Commission (“CPUC”) Decisions (D.) 18-05-041, (D.) 18-01-004 Addressing Energy Efficiency (“EE”) Business Plans and Third Party (“3P”) Solicitation Process for Multi Sector EE Programs (“3P Programs”) and (D) 19-08-006 Standard Contract for Energy Efficiency Local Government Partnerships (LGP) respectively. PG&E seeks to establish an EE Program portfolio comprising of a minimum of 60% being 3P Programs by 2022. PG&E’s 3P LGP Program requirements, scale and scope are described in Attachment 1 (PG&E’s 3P EE LGP Program Requirements”).

1.2 Agreement Structure

The Parties Agreement is comprised of and includes three key components:

- a. These **General Terms and Conditions and its referenced Exhibits**, shall apply to all aspects of Implementer’s participation in PG&E’s 3P EE Program portfolio. These General Terms and Conditions reference the LGP CPUC Standard and Modifiable contracting provision requirements;
- b. **Attachment 1 and its referenced Exhibits** (the “PG&E’s 3P EE LGP Program Requirements”), describe the requirements Implementer’s LGP Program must satisfy and the contractual frameworks that will govern implementation, administration, measurement and reporting, compensation, key performance indicators and associated fees-at-risk. The PG&E 3P EE LGP Program Requirements in Attachment 1 are generally applicable to all aspects of the offerings available from all participants in PG&E’s 3P EE Program portfolio;
- c. **Attachment 2 and it referenced Exhibits, if any (“Implementer’s Program” or “Program”)**, is Implementer Program under this Agreement. An Attachment 2 must describe the Program’s specific products, services and features in a format that is required to meet and align with PG&E’s 3P EE LGP Program Requirements in Attachment 1, is incorporated under this Agreement and shall be governed by these General Terms and Conditions. As such, Implementer Program on Attachment 2 requires a PG&E Contract Work Authorization (CWA) to be included under this Agreement and to enable PG&E to render such Program’s payment obligation. Any PG&E issued CWA’s under this Agreement requires the signature of the Parties. Any material modifications or payment adjustments to Implementer’s Services performed under its Program on the Attachment 2, must be documented in a CWA change order and signed by the Parties.

1.3 Defined Terms

Certain capitalized terms defining PG&E’s 3P EE Program Requirements and related concepts are in Attachment 1 and Appendix A (Terms and Acronyms). In addition, the following terms are defined in these General Terms and Conditions:

Term	Refer to Section
Company	The Investor Owned Utility entering into the Agreement with Implementer

Term	Refer to Section
Confidential Information	Section 8
Contractor	This term is used in certain standard PG&E documents and refers to the Implementer.
Covered Personnel	Any personnel or Implementer Parties having or requiring access to PG&E’s Assets, premises, or customer property requiring a Background Check as required under this Agreement.
Effective Date	Date both Parties have executed this Agreement
Implementer	The Third-Party Program implementer who is party to the Agreement that will implement the contracted-for EE program (“Program”)
Implementer Party	Implementer’s employees, agents, representatives and subcontractors and all other persons performing Implementer’s Program on behalf of the Implementer.
Final Implementation Plan	Implementer Program on Attachment 2 under this Agreement requires such Program’s Final Implementation Plan to be posted to the relevant CPUC website no later than sixty (60) days following from its effective Program Start Date.
Implementer’s Program	Implementer Program under this Agreement must be incorporated and reflected on Attachment 2.
“Intellectual Property Rights”	Means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).
Laws	Means all laws, including the common law and all statutes, by-laws, rules, regulations, ordinances, decrees, orders and codes (including any requirements for permits, certificates, approvals and inspections) that are applicable to a Party in any jurisdiction in which Implementer’s Program are performed, provided or used by PG&E and its affiliates.
Malicious Code	Collectively, any malicious or unauthorized code, scripts, routines or techniques (including

Term	Refer to Section
	without limitation any virus, spyware, ransomware or other malware) that is designed to erase data or programming, or infect, impair, modify, record, take control of, disrupt, damage, destroy, disable, shut down or permit or cause unauthorized access to or misuse of a computer system or any component thereof
PG&E Assets	For purposes for this Agreement, PG&E Data is the property of and asset of PG&E.
“PG&E Confidential Information”	Means PG&E Data and any other technical and non-technical information concerning or related to PG&E and its affiliates’ respective products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), analytics, processes, financial data and models, business and marketing plans, and general business operations, and any information related to the foregoing, regardless of a lack of confidentiality marking or reasonableness determination.
“PG&E Data”	<p>Means:</p> <p>(i) any and all data and information of or concerning any employee, supplier, consumer, household, commercial or customer of PG&E, including, but not limited to, name and contact information and, in the case of customers, their home address and home telephone number; device IDs; e-mail addresses; billing information; electric and gas energy usage, electric service (including, without limitation, service account number, electricity demand (in kilowatts), monthly billed revenue, credit history, rate schedule(s), or number or type of meters at a location);</p> <p>(ii) any and all data or information collected or received by Implementer from any employee, supplier or customer of PG&E, if collected or received by Implementer in the course of providing Services to PG&E; and</p> <p>(iii) any data or other information derived from data and information referred to in paragraphs (i) or (ii) including copies, summaries, analyses, statistics, aggregations, forecasts, and reports, in each case whether anonymized or not and</p>

Term	Refer to Section
	whether printed, electronic, or in some other format.
Post Termination Record Retention Period	The period of time, PG&E Records Retained by Implementer as required under this Agreement must be maintained and available to produced or Audited. This time period shall be at least three years from the Program Term end date under which such records were generated
Services	Implementer’s Services provided directly to and for PG&E under an Implementer Program on an Attachment 2 under this Agreement. For the avoidance of doubt, services and products that Implementer makes available to customers under any of its Program’s on an Attachment 2 or otherwise Implementer independently provides, except for the Services Implementer provides to PG&E under this Agreement, do not satisfy, are not to be understood as, and are not included in the definition of Services for purposes of this Agreement.
Service Work Product	Any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party for PG&E in the course of performing Services under this Agreement
Work.	This term may be used in certain standard PG&E documents and refers to Services.

2. CPUC STANDARD CONTRACT TERM/LENGTH PROVISION

2.1 Term

The “Term” of this Agreement (“Agreement Term”) shall commence upon the Effective Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until three (3) years from the Effective Date.

3. IMPLEMENTER’S PROGRAM ADMINISTRATION

3.1 Implementer’s Program Launch Date

Implementer’s Program on Attachment 2 shall contain a Program Launch Date, the date an Implementer’s Program seeks to solicit Customer participation. Implementer’s Program’s Launch Date requires certain pre-conditions be satisfied as set forth in PG&E’s 3P EE LGP Program requirements on Attachment 1. These requirements include, but are not limited to, the Parties completing the Program’s Final Implementation Plan in accordance with the Program’s Draft Implementation Plan. Implementer’s Program Final

Implementation Plan must be posted to the relevant CPUC website no later than sixty (60) days following from this Agreement's Effective Date.

3.2 Changes to Implementer's Program

Implementer acknowledges it has been qualified to receive ratepayer-funded compensation based on the features and expected benefits of the Services provided under Implementer's Program as described on the Attachment 2 under this Agreement. Consequently, Implementer must ensure its Program and the Services it provides as implemented substantially conforms to the corresponding Attachment 2. However, PG&E acknowledges an Implementer Program may need to change in response to Customer feedback and market experience, so as to optimize its benefits. Any material changes to an Implementer's Program and any changes that may impact the Services provided to PG&E as identified on Attachment 2 under this Agreement shall require PG&E's prior written approval, without which Implementer may not qualify for compensation. Approved changes may require a change in compensation.

3.3 Responsibility for Implementer's Program, Products and Services

- (a) Implementer is solely responsible for the quality, performance, safety and function of its products and services. PG&E makes no representations or warranties to any person, including Customers, with respect thereto.
- (b) Implementer is solely responsible for managing and successfully performing, completing, and delivering an Implementer Program. Implementer shall require the Implementer Parties comply with all of the requirements of this Agreement that are applicable to their products and/or to the services or work that they perform. Implementer is liable for any breach or non-compliance with the terms of this Agreement that is attributable to an Implementer Party.
- (c) Implementer shall be responsible to obtain PG&E's written approval prior to using any Implementer Program materials and documentation for implementing its Program as described in the PG&E 3P EE Program Requirements on Attachment 1.

3.4 PG&E's License to Use Implementer's Name and Marks

Implementer hereby grants PG&E permission to use Implementer's name and marks solely as required to perform PG&E's obligations under this Agreement.

3.5 Implementer's License to Use PG&E Marks

Only to the extent PG&E provides express permission to allow Implementer to use PG&E Marks in connection with the performance of an Implementer's Program as detailed on the Program's Attachment 2 under this Agreement the following terms shall apply:

- (a) In this Section:
 - (i) "PG&E Marks" means those trademarks or service marks that PG&E will allow Implementer to use in connection with the performance of an Implementer Program, as specified in its Attachment 2.
 - (ii) "Marketing Requirements" means any and all marketing requirements and related key performance indicators that may be disseminated from time to time by PG&E relating to the way in which Implementer marketing is conducted for an Implementer Program using the PG&E Marks. PG&E may include some general marketing requirements in PG&E's

3P EE Program Requirements in Attachment 1. However, in addition to the terms in this section under PG&E' License To Use PG&E Marks, any use rights for PG&E Marks must also comply PG&E Marketing Requirements and Co-Branding Policies which will be included as part of an applicable Implementer Program on Attachment 2 under this Agreement.

- (iii) License to Use PG&E Marks. Subject to the terms of this Agreement, PG&E grants to Implementer a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license (without the right to sublicense to third parties, including third parties working with Implementer in energy management and conservation programs), strictly within the State of California, to use the PG&E Marks solely in connection with the performance of Implementer's Program, and the PG&E's Marketing Requirements and Co-Branding Policies provided in Attachment 2 and solely in compliance with this Agreement.
 - (iv) Ownership of PG&E Marks. Implementer acknowledges and agrees that Implementer does not own any PG&E Marks or have any rights in any PG&E Marks, that the PG&E Marks are owned by PG&E Corporation, and any uses of any PG&E Marks inure to the benefit of PG&E Corporation. Implementer agrees not to do anything inconsistent with these acknowledgements and agreements; and Implementer further agrees not to use any PG&E Marks in any way that could have a reasonable possibility of damaging the goodwill built up in any PG&E Marks or disparaging or impugning the reputation of PG&E, PG&E Corporation, or the goods or services that those entities provide.
- (b) Limitations. Implementer agrees not to use any PG&E Marks except as expressly permitted by this Section, or as otherwise provided in a written agreement signed by a party legally authorized to grant such a use license. Except for the PG&E Marks, no marks owned by PG&E or any of PG&E's affiliates, sub-contractor's or otherwise authorized representatives, are licensed for use by Implementer hereunder.
- (c) Approval for Exceptions. For any manner or form of use not expressly permitted under paragraph (b), Implementer is responsible for obtaining PG&E's prior written approval.
- (d) Quality Control. Implementer shall maintain the distinctiveness of the PG&E Marks, the image of the brand, and the high quality of services offered under the PG&E Marks as required by the Agreement, which incorporates by reference PG&E Marketing Requirements and Co-Branding Policies. Implementer agrees to cooperate with PG&E in facilitating PG&E's control of the nature and quality of the goods or services provided to Customers in connection with the Implementer's Program on Attachment 2 under this Agreement.
- (e) Revocation of License To Use PG&E Marks. Upon termination of the Implementer's Program authorized to use PG&E Marks in Attachment 2 under this Agreement, or if for any reason Implementer becomes ineligible for participation in PG&E's 3P EE Program portfolio under which this Agreement has been made, or in any event in PG&E's sole discretion, PG&E may revoke its License To Use The

PG&E Marks, in which case Implementer must remove the PG&E Marks from all materials and immediately discontinue use of all related marketing and other advertising materials that bear any PG&E Marks.

3.6 Implementer Program Performance Commitments

Implementer will implement its Program and diligently perform the Services provided to PG&E under this Agreement, in a timely manner, in accordance with the PG&E's 3P EE Program Requirements in Attachment 1 and any applicable time schedules set forth herein. Implementer will promptly notify PG&E if it becomes aware the implementation of or delivery of any Program and/or Services benefits on Attachment 2 under this Agreement will likely be delayed.

In addition, Implementer shall comply with all applicable obligations set forth in PG&E 3P EE LGP Program Requirements in Attachment 1, applicable standards, policies and procedures of PG&E that are consistent with and set forth in this Agreement and communicated to Implementer in writing; and as required to comply with and shall be solely responsible to know any applicable legal and CPUC Regulatory Requirements pertaining to implementing and offerings its Services and/or Program.

3.7 Implementer Program Performance Measurement and Governance

Implementer Program benefits on Attachment 2 under this Agreement will be tracked and measured using the processes and methodology described in PG&E's 3P EE LGP Program Requirements in Attachment 1.

3.8 Compliance with Laws, and CPUC Regulatory Requirements

- (a) Generally Applicable Laws. Implementer shall, at its own cost and expense, obtain all necessary regulatory approvals applicable to its business, obtain any necessary licenses or permits for its business, and comply with all Laws applicable to its business (or that of its Implementer Parties) or the performance of its obligations under the Agreement, including any future changes, additions to or modifications of such Laws. Implementer will bear the risk of and have financial responsibility without the right of reimbursement by PG&E for any change in Laws applicable to it or its Implementer Parties, or their respective businesses, or the performance of its obligations under the Agreement.
- (b) Laws Applicable to Implementer's Program and its Services. In addition, in the case of any General Applicable Laws that apply to each Implementer Program on Attachment 2 under this Agreement or to Implementer as a product or service provider, Implementer will perform its obligations under the Agreement in compliance with such Laws. Implementer shall also comply with changes to Laws applicable to each Implementer Program on Attachment 2 under this Agreement. Implementer shall notify PG&E of any modifications to an Implementer Program and/or Services it provides to PG&E on Attachment 2 under this Agreement that are necessary to comply with the Law. PG&E may require changes to Implementer's compensation or other terms of this Agreement if any such modifications materially affect its benefits or the cost to ratepayers. All fees and costs associated with identification of, compliance with, and implementation of material changes

to an Implementer Program or that may have any impact on the Services provided to PG&E required by changes to such Laws shall be reviewed and discussed by the Parties to mutually resolve, if any.

- (c) CPUC Regulatory Requirements. Implementer is responsible for knowing and shall comply with all EE program regulatory implementation and other related regulatory requirements and directions from the CPUC relevant to Implementer's Program and the Services provided to PG&E on Attachment 2 under this Agreement ("CPUC Regulatory Requirements").
- (d) Notice. If Implementer does not comply with any Laws, or the CPUC Regulatory Requirements described in this Section, it will promptly so notify PG&E in writing to the extent the non-compliance or its consequences that may reasonably be expected to adversely affect PG&E or an Implementer Program or the Services provided to PG&E on Attachment 2 under this Agreement.
- (e) Public Record Act. Notwithstanding the foregoing, to the extent applicable, information provided to the Implementer may be subject to public review pursuant to the California Public Records Act (California Government Code Section 6250 et seq.), which provides that records in the custody of a public entity be disclosed unless the information being sought falls into one or more of the exemptions to disclosure set out in Government Code Sections 6254 through 6255. As a result, the Implementer may be obligated to disclose some or all information provided to the Implementer, to any party that requests it to the extent required under the California Public Records Act; provided, however the Implementer agrees to give PG&E prompt notice of such request prior to releasing any information so the PG&E may seek a protective order or other appropriate remedy and/or seek to resist or narrow the scope of the disclosure, including protecting the disclosure of any Confidential Information.

3.9 Intellectual Property Ownership and Use

- (a) Unless otherwise required by law, any and all materials, information, or other work product created, prepared, accumulated or developed by Implementer or any Implementer Party for PG&E in the course of performing Services shall be the ("**Services Work Product**") that includes, but is not limited to, the inventions, processes, templates, documents, drawings, computer programs, designs, calculations, maps, plans, work plans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, customer project data and its data analytics, manuals, visual materials, data models and samples, including summaries, extracts, analyses and preliminary or draft materials developed in connection therewith, shall be owned by PG&E on behalf and for the benefit of its customers. Services Work Product will be owned by PG&E upon its creation. Implementer agrees to execute any such other documents or take other actions as PG&E may reasonably request to perfect PG&E's ownership in the Services Work Product.
- (b) If, and to the extent Implementer incorporates any pre-existing or separately developed materials or Intellectual Property Rights ("**Implementer's Pre-Existing Materials**") in Services Work Product, Implementer hereby grants PG&E on behalf of its customers and the CPUC for governmental and regulatory purposes an irrevocable, assignable, non-exclusive, perpetual, fully paid up, worldwide, royalty-free, unrestricted license to use and sublicense others to use, reproduce, display, prepare and develop derivative works, perform, distribute copies of Implementer's Pre-Existing Materials for the sole purpose of using such Services Work Product for the conduct of PG&E's business and for disclosure to the CPUC for governmental and regulatory purposes related thereto. Unless otherwise expressly agreed to by the Parties, Implementer shall retain all of its rights, title and interest in Implementer's Pre-Existing Materials. Any and all claims to Implementer's Pre-Existing Materials to be furnished or used to prepare, create, develop or otherwise manifest the

Services Work Product must be expressly disclosed to PG&E prior to using any such Service Work Product for performing any Services under this Agreement.

- (c) Royalties, license fees or other charges for Implementer's Pre-Existing Materials that are incorporated in Services Work Product shall be incorporated in Implementer's fees and charges on the Attachment 2 under this Agreement, and are not separately chargeable to PG&E.

4. IMPLEMENTER ELIGIBILITY

4.1 Licensing

At all times during the performance of its obligations under this Agreement, Implementer represents, warrants and covenants it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, all required licenses and registrations required for the operation of its business and the performance of Implementer's Program and the Services provided to PG&E. Implementer shall promptly provide copies of such licenses and registrations to PG&E at PG&E's request.

4.2 Performance Assurance; Bonding

At all times during the performance of Implementer's Program and the Services provided to PG&E, Implementer providing any direct installation services represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable. If PG&E determines Implementer is required to provide a performance bond then this will be mutually negotiated and stipulated in the Attachment 2.

4.3 Insurance

At all times during the performance of Implementer's Program and its Services to PG&E being rendered under this Agreement, Implementer represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, the insurance coverage requirements specified in the Insurance provisions under this Agreement.

4.4 Good Standing

Implementer represents and warrants that (a) it is a local government duly organized, validly existing and in good standing legal entity and/or business under the laws of the State of its incorporation and/or business license to conduct its business activities and (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 is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and 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.

4.5 Financial Statements

Implementer shall deliver financial statements on an annual basis or as may be reasonably requested by PG&E from time to time. Such financial statements or documents shall be for the most recently available audited or reviewed period and prepared in accordance with generally-accepted accounting principles. PG&E shall keep such information confidential if requested by Implementer, except provision to the Commission may be required from time to time under confidentiality procedures, where applicable.

5. SAFETY, BACKGROUND CHECK AND FITNESS FOR DUTY

5.1 Safety

During the term of this Agreement, Implementer represents, warrants and covenants that it shall, and shall cause each Implementer Party to:

- (a) Abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage.
- (b) Abide by all applicable PG&E security procedures, rules and regulations, as furnished by PG&E, and cooperate with PG&E security personnel whenever on PG&E's property.
- (c) Abide by PG&E's standard safety program contract requirements as may be provided by PG&E to Implementer from time to time. A copy of PG&E's Safety Requirements are in Exhibit A.
- (d) Provide all necessary training to its employees, and require subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement.
- (e) Have in place an effective Injury and Illness Prevention Program ("IIPP") that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Implementer shall also ensure that its personnel complete training and abide by the requirements of the IIPP that are applicable to them. The person with the authority and responsibility for Implementer's IIPP compliance shall execute the IIPP Compliance Certificate attach hereto as Exhibit B.

Additional safety requirements (including PG&E's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in the PG&E's safety handbooks as may be provided by PG&E to Implementer from time to time.

5.2 Background Checks

- (a) Implementer hereby represents, warrants and certifies that Covered Personnel having or requiring access to PG&E's assets, premises, or customer property ("**Covered Personnel**") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable under Implementer's Program and the Services its rendered to PG&E, a screening of the individual's educational background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to the project.
- (b) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Implementer permit any Covered Personnel to have access to PG&E's assets, premises, customer property if such person has one or more convictions during the seven (7) year period immediately preceding the individual's date of assignment to the project, or at any time after the individual's date of, assignment to the project, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations (RICO) Statute (18 U.S.C. Sections 1961-1968)).

- (c) To the maximum extent permitted by applicable law, Implementer shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to PG&E for audit if required pursuant to the audit provisions of this Agreement.
- (d) To the extent permitted by applicable law, Implementer shall notify PG&E if any of its Covered Personnel is charged with or convicted of a Serious Offense during the term of this Agreement. Implementer will also immediately prevent that employee, representative, or agent from performing any Services under its Program as required under this Agreement.

5.3 Fitness for Duty

Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform their work properly and safely. Implementer shall, and shall cause its subcontractors to, have policies in place that require their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that creates drowsiness.

6. IMPLEMENTER RESPONSIBILITY FOR ITS PERSONNEL AND IMPLEMENTER PARTIES

6.1 Background Check Consent Requirement

Implementer shall make any necessary disclosures and obtain any necessary consents from Implementer's personnel or an Implementer Party as may be required by law in connection with the conduct of its background checks. If any of the Background Check requirements under this Agreement would be illegal under laws governing Implementer's hiring, supervision or management of its personnel or its Implementer Parties, Implementer shall notify PG&E in writing prior to commencing or continuing to perform obligations pursuant to the Agreement.

6.2 PG&E Facilities and Logical Access

- (a) Physical Access. In the event Implementer or its Implementer Parties require access to PG&E facilities to perform any obligations under this Agreement, Implementer must also comply with PG&E's Drug and Alcohol Policy on Exhibit C. PG&E may at any time require other safeguarding procedures for access to PG&E facilities.
- (b) NERC/CIP Critical Facilities. It is contemplated that Implementer's Program(s) or any of Implementer's obligations under this Agreement will require Implementer access any PG&E's Critical Facilities as defined by NERC/CIP. If such access becomes necessary, additional security related requirements will apply.
- (c) Logical Access. In the event Implementer or its Implementer Parties require certain access as requested by PG&E to PG&E systems (Logical Access), in either instance, Implementer when providing Services to PG&E under its Program, shall submit to PG&E each person's full name and last four digits of their social security number to the following address: RecruitingOperation@pge.com. PG&E reserves the right to decline any such individual and Implementer shall promptly provide a replacement. PG&E may at any time require other safeguarding procedures.

6.3 Supervision of Personnel and Implementer Parties

Implementer will manage and supervise its personnel and Implementer Parties and cause them to comply with Implementer's obligations and restrictions applicable to the work they will render under the Agreement. Implementer is responsible for the acts and omissions of its personnel and its Implementer Parties under or relating to the Agreement to the same extent as if such were the acts and omissions of Implementer.

There is no employment relationship between Implementer and PG&E or between Implementer's personnel or its Implementer Parties and PG&E. Implementer is responsible for all wages, salaries, fees, costs, and other amounts due to its personnel and Implementer Parties and for all applicable tax withholdings, unemployment insurance premiums, pension and social welfare plan contributions, and other employer obligations with respect to its personnel and Implementer Parties.

Implementer shall maintain applicable records demonstrating that each of its personnel or Implementer Parties has completed training, as well as any associated assessments required by law, regulation, certifying organization, or PG&E, required to perform Implementer Program and any Services rendered to PG&E under this Agreement. Implementer shall also maintain relevant copies of certificates, licenses, workforce standard requirements, and other materials demonstrating that each of its applicable personnel and Implementer Parties are qualified to safely and correctly complete work performed for an Implementer Program and any Services rendered to PG&E under this Agreement. Implementer or an Implementer Party's training, licenses and qualification records must be provided to PG&E within 48 hours of request.

6.4 PG&E Supplier Code of Conduct

PG&E's requires Implementer and Implementer Parties to comply with PG&E's Supplier Code of Conduct ("PG&E's SCC") to demonstrate a strong commitment to compliance, ethics, sustainability, and supplier diversity as a foundation to successful business. Implementer and Implementer Parties shall review PG&E's SCC at www.PGE.com, link: <https://www.pge.com/includes/docs/pdfs/b2b/purchasing/suppliers/SupplierCodeofConductPGE.pdf> and Implementer sign the PG&E Supplier Code of Conduct Acknowledgement Form attached as Exhibit D.

6.5 Implementer Subcontracting

With respect to any Services provided to PG&E by Implementer in accordance with this Agreement, Implementer shall not enter into any subcontracts with an Implementer Party and no Implementer Party shall be permitted to perform such Services without PG&E's prior written approval. PG&E's approval of any subcontract with an Implementer Party shall not relieve Implementer of its obligations to PG&E under this Agreement. Nothing in the Agreement or any subcontract shall create any direct contractual relations between an Implementer Party and PG&E.

7. COMPENSATION

7.1 In General

- (a) PG&E's 3P EE Program Requirements on Attachment 1 provide a time and materials framework for determining the compensation payable to Implementer for performing each Implementer Program on an Attachment 2 under this Agreement. PG&E's associated invoicing and payment procedures are set forth on the attached Exhibit E. Unless expressly stated otherwise and mutually by the Parties, Implementer's labor rates for its time performance requirements under this Agreement

which include any Implementer Program on an Attachment 2 under this Agreement is reflected on Exhibit F Implementer Labor Rates. PG&E will not be required to pay Implementer any amounts for or in connection with performing an Implementer's Program on Attachment 2 under the Agreement and fulfilling Implementer's obligations under the Agreement other than compensation amounts payable to Implementer as expressly negotiated in Implementer's Program on Attachment 2 under this Agreement, and if such Program involves any time and materials, such time shall be at the Implementer Labor Rate on Exhibit F.

- (b) The making of any payment or payments by PG&E, or the receipt thereof by Implementer, shall not imply (i) PG&E's approval or endorsement of Implementer's Services provided to PG&E or Implementer's Program or any product or service furnished to Customers in connection with an Implementer's Program; or (ii) waiver by PG&E of any warranties or other requirements of this Agreement.

7.2 Billing Disputes

In the event an invoice or portion thereof or any other claim or adjustments arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible in accordance with the terms and conditions under this Agreement.

8. CONFIDENTIALITY

Implementer in performing its obligations under this Agreement may have access to, or be provided with, PG&E, Customer, consumer, household and/or employee commercial or personal confidential information. Unless otherwise stated, Implementer agrees, and shall require its relevant Implementer Parties, hold in strict confidence and not disclose or otherwise make available any confidential information to others, including any affiliate of PG&E that produces energy or energy-related products or services, without PG&E's written consent. Implementer also agrees, and shall be responsible for and shall instruct its Implementer Parties, as applicable, shall not collect, use, retain or disclose personal information as defined in California Civil Code Section 1798.140(o)(1) for any purpose other than for the specific purpose of performing any obligations under this Agreement. Implementer shall, and is responsible for and shall instruct its relevant Implementer Parties, not sell personal information as defined in California Civil Code 1798.140(o)(1) under any circumstances. PG&E "Confidential Information" shall mean:

- (a) technical and non-technical information concerning or related to PG&E, PG&E and its subcontractor's, suppliers, and affiliates' respective products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), analytics, processes, financial data and models, business and marketing plans, employees, legislative matters, trade secrets, Personal information as defined in California Civil Code 1798.140(o)(1) and general business operations, and
- (b) includes PG&E Data as defined in this Agreement, and
- (c) any information related to the foregoing, regardless of a lack of confidentiality marking or reasonableness determination.
- d. Except for compelled disclosures described below, Implementer shall not disclose any Confidential Information or PG&E Data or otherwise make it available to any person other those who have

- a need to know such information to carry out the purposes of the Agreement. The foregoing confidentiality restrictions will not apply to any particular information that the Implementer can demonstrate was (i) previously known to Implementer, (ii) independently developed by Implementer without use of PG&E Data, (iii) acquired from a third party which was not, to Implementer's knowledge, under an obligation to the PG&E not to disclose such information, or (iv) has become publicly available through no breach of the Agreement by Implementer; provided that exception (iv) **does not apply to PG&E Data that constitutes personal information previously provided to Implementer by PG&E, which must be kept confidential in perpetuity.**
- e. Any PG&E's Confidential Information or PG&E Data shall be returned immediately upon completion of Implementer's use required under this Agreement or earlier upon PG&E's request and in no event after the Agreement Term. Alternatively, and as expressly requested by PG&E, Implementer may destroy such PG&E Confidential Information and/or PG&E Data, provided an officer or a person with comparable authority of Implementer certifies the destruction in writing.
 - f. If Implementer becomes legally compelled to disclose any PG&E Confidential Information or PG&E Data in a manner not permitted under this Agreement, Implementer shall give PG&E prompt notice of the request and provide reasonable assistance to PG&E, at PG&E's expense, so PG&E may seek a protective order or other appropriate remedy.

8.1 PG&E Data

- (a) Any and all data and information of or concerning any employee, supplier, consumer, household, commercial or customer of PG&E, including, but not limited to, name and contact information and, in the case of customers, their home address and home telephone number; device IDs; e-mail addresses; billing information; electric and gas energy usage, electric service (including, without limitation, service account number, electricity demand (in kilowatts), monthly billed revenue, credit history, rate schedule(s), or number or type of meters at a location),
- (b) Any and all data or information collected or received by Implementer from any employee, supplier or customer, if collected or received by Implementer in the course of providing Services under its Program and pursuant to this Agreement to PG&E; and
- (c) Any data or other information derived from data and information referred to in paragraphs (a) or (b) in this Section including copies, forecasts, summaries, analyses, statistics, aggregations and reports, in each case whether anonymized or not and whether printed, electronic, or in some other format.

8.2 Implementer Data

Information, data and reports furnished to PG&E by Implementer under this Agreement ("**Implementer Data**") is not confidential, regardless of any marking or designation to the contrary. Implementer acknowledges that PG&E is required to make public reports and disclosures to regulators including the CPUC, and that such reports and disclosures may include Implementer Data. In addition, PG&E may use Implementer Data for utility purposes including for market analysis and forecasting.

9. DATA SECURITY AND PROTECTION

9.1 General

Unless otherwise agreed to or modified by PG&E in writing, Implementer and Implementer Parties receiving, accessing, using or transmitting any PG&E Data to perform any obligations under this Agreement, the following requirements of this Section will apply.

- (a) PG&E Data is the property of and a PG&E Asset as defined under this Agreement. Implementer, nor any Implementer Party, shall use PG&E Data for any purpose other than the purpose than as set forth under this Agreement and in particular as specified in Implementer's Program on Attachment 2 under this Agreement. No PG&E Data may be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of Implementer or Implementer Parties. Implementer nor any Implementer Party shall possess or assert any lien or other right against or to PG&E Data.
- (b) Implementer and Implementer Parties shall be required to comply with PG&E data security, data protection and privacy requirements in PG&E's Data Security Measures on Exhibit G and each person Implementer instructs to receive, access, use or transmit any PG&E Data under this Agreement must execute a PG&E Non-Disclosure Acknowledgment (PG&E NDA) in Exhibit H.
- (c) When a Customer elects to share the Customer's raw energy data with Implementer, the Customer will be required to authorize such sharing through PG&E's "Share My Data or SMD" option on the PG&E's customer website, subject to the terms and conditions specified in the SMD authorization that will be updated from time to time without notice.
- (d) In carrying out its activities under the Agreement, each Party will observe and comply with all applicable consumer protection, data privacy, and data protection laws and regulations, including, but not limited to, consumer privacy laws (e.g., California Civil Code S.1798.82 and S. 1798.81.5). Without limiting the foregoing, with respect to PG&E Data that constitutes personal information as defined in California Civil Code Section 1798.140(o)(1), Implementer, or any Implementer Party, shall not collect, use, retain or disclose personal information for any purpose other than for the specific purpose of performing Direct Services or performing its obligations under the Agreement. Implementer nor any Implementer Party is permitted to sell such personal information ("sale" being within the meaning of California Civil Code 1798.140(o)(1)) under any circumstances.
- (e) PG&E DATA PROVIDED BY PG&E TO IMPLEMENTER WITHOUT WARRANTIES OF ANY KIND. Accordingly, PG&E will not be liable for any damages arising out of Implementer's use of any PG&E Data under this Agreement.

10. DISPUTE RESOLUTION

Any material dispute between the Parties arising out of or relating to the Agreement, including with respect to the interpretation of any provision of the Agreement or with respect to performance or non-performance under the Agreement (a "**Dispute**"), will be resolved in accordance with the CPUC Non-Modifiable Dispute Resolution Process Provisions under Section 11 of this Agreement.

10.1 Disputes

- (a) A Party may commence litigation at any time to avoid the expiration of an applicable limitations period, to preserve a superior position with respect to other creditors, or if a Party determines that a breach of the Agreement by the other Party is such that a temporary restraining order or other injunctive or conservatory relief is necessary.
- (b) Each Party acknowledges that a breach of any of its obligations under the Agreement with respect to Confidential Information, Data Security and Procedures, or its infringement or misappropriation of any Intellectual Property Rights of the other Party, may irreparably harm the other Party in a way that could not be adequately compensated by money damages. In such a circumstance, the aggrieved Party may proceed directly to court notwithstanding the other provisions of this Section. If a court of competent jurisdiction should find that a Party has breached (or attempted or threatened to breach) any such obligations, such Party agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling its performance of such obligations and restraining it from any further breaches (or attempted or threatened breaches) of such obligations.

10.2 Continued Performance

Each Party agrees to continue performing its obligations under the Agreement while a Dispute is being resolved except to the extent performance is prevented by the other Party or the issue in dispute precludes performance. Nothing in this Section shall limit either Party's right to terminate as set forth in the Agreement.

11. CPUC STANDARD DISPUTE RESOLUTION PROCESS PROVISIONS

11.1 CPUC Standard Disputes Provision

Disputes. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Implementer's contract representative and PG&E's contract representative by good faith negotiation efforts shall be referred to a Vice President or their designee of PG&E and an officer of Implementer for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If PG&E and Implementer cannot reach an agreement within a reasonable period (but in no event more than 30 calendar days after the initial meeting), PG&E and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. To the extent legally permissible, all negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

11.2 CPUC Standard Governing Law Provision

Governing Law. This Agreement shall be governed by the laws of the State of California, with reference to its conflict of laws principles.

11.3 CPUC Standard Venue Provision

Venue. In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in San Francisco County, and the parties hereby submit to the exclusive jurisdiction of such courts.

12. SURVIVAL RIGHTS

12.1 Survival

Any provision of the Agreement that contemplates or governs performance or observance subsequent to termination, expiration of the Agreement Term as defined herein will survive such expiration or termination for any reason. In particular, the following Sections shall survive any expiration or termination of this Agreement: (Data Security and Protection), (Records Retention and Audit Right Requirements), (Confidentiality), (Indemnification), (Liability), (Rules of Construction), (CPUC Standard Dispute Resolution Process Provisions), (Dispute Resolution), and (Miscellaneous). In addition, all payment obligations for amounts due and owed to be paid Implementer and any other obligations required to be administered under Implementer Program's on Attachment 2 under this Agreement shall survive.

13. RECORD RETENTION AND AUDIT RIGHT REQUIREMENTS

13.1 Implementer Document Retention and Production Obligations

Implementer shall maintain and require its Implementer Parties maintain, complete and accurate documentation produced and related to Implementer's performance obligations under this Agreement. Such documentation shall include, but is not limited maintaining a log for its Program and the Services provided to PG&E that involves Customer Program Project (Project) Applications, Project approval, if required, records of the Projects equipment and measure installations, its baseline energy measurements, photographs, field notes, testing, plans, drawings, inspections, verifications, energy savings calculations, data, reports, completed certification required by law to receive the Projects incentive and applicable proof of HVAC permit closure information, copies of all Project issued permits, Customer incentive payments, records to substantiate each Program financial transactions, costs, fees, payments to Implementer Parties and personnel, the documentation showing Implementer's personnel and Implementer Parties training, licenses and workforce standard certifications required to perform the Services rendered to PG&E under Implementer's Program on Attachment 2, and other documentation as required in this Agreement, collectively referred to as ("PG&E Records Retained by Implementer"). PG&E Records Retained by Implementer must be maintained for at least three (3) years from the applicable Implementer's Program Term end date ("Post Termination Record Retention Period") date they are such records are generated, produced, or required.

- (a) Except as otherwise required and stated in writing by the CPUC, other governmental agency, or PG&E, Implementer shall provide PG&E Records Retained by Implementer electronically, or in a format as specified, within five (5) days of PG&E's written request.
- (b) Implementer nor any Implementer Party shall transmit, disclose, retain or dispose of PG&E Records Retained by Implementer.
- (c) PG&E will periodically perform quality control and quality assurance Audits of Implementer's and its relevant business record management practices involving managing and maintaining the records resulting from this Agreement and for compliance under this Section.

- (d) Implementer is required to store all PG&E Records Retained by Implementer in a secure, legible, and organized manner that allows for easy identification and access.
- (e) Upon PG&E's request for Audit, safety, litigation, or as otherwise stated in this Agreement, Implementer shall transfer any specified PG&E Records Retained by Implementer to PG&E in an electronic form as follows:
 - PDF, CAD, or TIFF for drawings and diagrams; and
 - Native File Format or PDF for all other documents.
- (f) Implementer shall make available the proprietary tools or software necessary to access any PG&E Records Retained by Implementer to review such records in accordance with the terms and conditions under this Agreement. If at any time PG&E directs Implementer to dispose of PG&E Records Retained by Implementer, Implementer shall do so in a confidential and secure manner, whether the format is electronic or physical. Proof of Destruction of PG&E Records Retained by Implementer shall be submitted to PG&E upon request and destruction of such physical copies should comply with NAID (National Association for Information Destruction) standards.
- (g) PG&E Records Retained by Implementer must be treated as confidential and subject to Confidentiality provisions under this Agreement, including without limitation, the provisions concerning Data Security and Protection, and use of Personal Information [as defined in California Civil Code Section 1798.140 (o)].
- (h) Implementer must maintain a management records system to ensure PG&E Records Retained by Implementer are available, not lost or destroyed and in accordance with the CA Consumer Protection Privacy Act statutory requirements.
- (i) In the event the PG&E Records retained By Implementer include any physical (which includes paper) documents PG&E provided, Implementer shall convert such documents to digital electronic format and the original physical (which includes paper) documents to PG&E.
- (j) Implementer shall transfer PG&E Records Retained by Implementer as specified under this Agreement or indicated in writing by PG&E.
- (k) Implementer and its Implementer Parties may be required to complete training requirements related to PG&E Records Retained by Implementer as mutually agreed.

13.2 PG&E's Audit Rights

- (a) Implementer and its Implementer Parties shall maintain a complete audit trail of the documentation generated pursuant to this Agreement and the PG&E Records Retained by Implementer to enable PG&E to review and verify in machine readable form for a period of 10 years from the Agreement's Execution Date. PG&E, its designated representatives, and the CPUC (collectively, "Auditors") shall have access at reasonable times to the facilities where Implementer or any of its Implementer Parties maintain their respective systems, records, data, practices and procedures used in rendering any service or generating any PG&E Records Retained By Implementer under this Agreement and PG&E shall be able to conduct an audit ("Audit") as follows:
 - (i) To perform security-related due diligence, verification, and reviews, if applicable, as described in the Data Security and Protection provisions;
 - (ii) To verify the accuracy and completeness of Implementer or the Implementer Party's invoices generated to perform the obligations set forth under this Agreement for which PG&E made payment and as related to any PG&E Records Retained by Implementer;

- (iii) To perform examinations and review by PG&E's regulatory authorities to verify Implementer and/or an applicable Implementer's Party's compliance with the requirements under this Agreement.
- (b) Audits will be conducted at no additional cost to PG&E by Implementer or an Implementer Party, during business hours or as mutually agreed, except in cases of emergency, and shall take place upon such advance written notice (if any) as is reasonable under the circumstances. Audits will be conducted in a manner that does not unreasonably interfere with Implementer's, or its applicable Implementer Party's business. The Audit and the Auditors will comply with the Implementer's or the Implementer Party's standard (and reasonable) security and confidentiality requirements when accessing facilities or other resources owned or controlled by Implementer or the Implementer Parties applicable privacy laws for an Audit and
- (c) Implementer will and require its Implementer Parties cooperate with in conducting an Audit and provide reasonable assistance to perform such Audit.
- (d) If any Audit determines Implementer has incorrectly invoiced PG&E, Implementer will issue on the next invoice, a credit, refund, or debit, as appropriate, to correct the inaccuracy. Audits will be conducted at PG&E's expense; *provided, however*, if any Audit of Implementer's or an Implementer Party determines that any costs or pricing data was intentional or knowingly misrepresented, Implementer shall reimburse PG&E the amount overcharged, plus associated transaction costs to determine the overcharge. Implementer shall be liable for the interest on the amount of such overpayment to be computed beginning on the over payment date and ending when the over payment is credited or refunded to PG&E at a rate equal to the prime rate charged by the Bank of America, NT&SA, San Francisco.
- (e) If an Audit reveals any deficiencies, concerns, and/or recommendations, PG&E will provide Implementer notice to meet within thirty (30) days to mutually agree to an action plan to promptly address such Audit findings. In the event there is not a mutually agreeable plan, the Parties shall utilize the Dispute Resolution process set forth in this Agreement.

14. IMPLEMENTER REPRESENTATIONS, WARRANTIES AND COVENANTS

14.1 Workmanship

Implementer represents and warrants that:

- (a) Implementer will perform Implementer's Program and the Services provided to PG&E on Attachment 2 in accordance with PG&E's 3P EE LGP Program requirements in Attachment 1 and in compliance with all other requirements in the Agreement.
- (b) Implementer's Program and the Services for PG&E will be rendered with promptness and diligence and be executed in a professional and workman-like manner in accordance with applicable industry-leading practices and standards, using personnel with suitable training, education, experience and skill.
- (c) Implementer Parties will maintain (or obtain from time to time as required, including through renewal, as applicable) all applicable licenses, permits and governmental approvals necessary for them to legally perform their obligations under Implementer Program's and the Services performed for PG&E under this Agreement.
- (d) All Services performed and any Service Work Product created in accordance with this Agreement and to the extent it involves hardware, software, firmware, and other such equipment, do not and will not

contain or make available Malicious Code. If Implementer detects or is made aware of such Malicious Code, Implementer shall immediately notify PG&E and remove the Malicious Code, remediate the effects of such Malicious Code, and restore any lost or corrupt data if applicable.

14.2 Information Furnished to PG&E

Implementer represents, warrants, and covenants that Implementer Program on Attachment 2 and the Services performed under this Agreement will not contain any untrue statements about the prior experience, capabilities as to Implementer's Program, guarantees or promises made on behalf of PG&E, corporate description of Implementer, and/or omits any fact necessary to make such statement not misleading.

14.3 Personal Information

Implementer represents and warrants that all personal information as defined in California Civil Code Section 1798.140(o) that Implementer acquires from third parties other than PG&E in order to perform any obligation under this Agreement, has been or will be acquired in compliance with all Laws applicable to such personal information, including any required consumer consent to use of the personal information for the purposes of providing Implementer's Program or rendering its Services to PG&E in accordance with the requirements in this Agreement.

14.4 Non-Infringement

- (a) Implementer represents and warrants that Implementer Program and the various products and services offered by Implementer and the Services rendered to PG&E in accordance with this Agreement, do not and will not infringe or constitute a misappropriation of any Intellectual Property Rights of any third party.
- (b) With respect to any Services Work Product, Implementer represents and warrants that (i) Implementer has all rights and licenses necessary to convey to ownership of or license rights to use them, as applicable; and (ii) none of the Services Work Product or other materials provided to PG&E by or on behalf of Implementer, nor their use by PG&E, will infringe or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party. Implementer will not be considered in breach of this non-infringement warranty to the extent (but only to the extent) any claimed infringement or misappropriation is attributable to PG&E's modification of the Service Work Product delivered to PG&E by Implementer.

14.5 No Improper Inducements

Implementer represents and warrants to PG&E it has not violated any applicable laws or regulations or any PG&E policies of which Implementer has been given written notice regarding the offering of unlawful or improper inducements from Implementer to PG&E in connection with the Agreement. If at any time during the Agreement Term PG&E determines that the foregoing representation and warranty is breached then, in addition to any other rights PG&E may have at law or in equity, PG&E may terminate the Agreement and the Implementer's Program on Attachment 2 under this Agreement for cause without affording Implementer an opportunity to cure.

14.6 Litigation Warranty

Implementer represents, warrants, and covenants that as of the Agreement Effective Date there are no existing or threatened legal proceedings against supplier that would have a material adverse effect upon supplier's or its Implementer Parties's ability to perform its obligations under this Agreement or its financial

condition or operations. In the event Implementer's litigation warranty changes, Implementer shall provide PG&E prompt written notification of such changes.

14.7 Investor Owned Utility Non-Affiliation

Implementer represents and warrants that it is not an affiliate of any California investor owned utility.

15. INSURANCE

- (a) Implementer represents that it has, as of the Agreement Effective Date, and agrees to maintain in force from the Agreement Effective date and throughout the Agreement Term, the following types and amounts of insurance or self-insurance / public entity pool coverage. Implementer is also responsible for its applicable Implementer Parties maintaining the following Insurance requirements and appropriate insurance coverage for the time required under this Agreement as follows:
- (i) Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, arising from Implementer's performance and any other obligation requirements under this Agreement.
 - (ii) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.
 - (iii) Commercial General Liability insurance. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with each Implementer's Program performed by or for the Implementer. (ISO Form CG2010 or equivalent is preferred). If the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the Implementer's performance and any other obligation requirements under this Agreement, are additional insureds under a blanket endorsement." b) Be endorsed to specify the Implementer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.
 - (iv) Business Auto insurance. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto." The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.
 - (v) Professional Liability or Errors and Omissions Liability insurance appropriate to the Implementer's profession. Coverage shall be for a professional error, act or omission of Implementer in connection with Implementer's Program. The limit shall not be less than \$1,000,000 each claim/\$2,000,000 aggregate.
 - (vi) Employee Dishonesty insurance. This insurance shall have limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$25,000, unless such increased deductible or retention is approved in advance by PG&E in writing. This insurance policy shall be maintained for at least two (2)

years after the last Implementer Program End Date for the Implementer's Program on Attachment 2 under this Agreement.

- (vii) Computer Security and Privacy Liability insurance. This insurance shall cover the actual or alleged acts, errors or omissions committed by the Implementer and its Implementer Parties. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Implementer and its Personnel. This policy shall expressly provide, but not be limited to, coverage for the following perils: (i) unauthorized use/access of a computer system; (ii) defense of any regulatory action involving a breach of privacy; (iii) failure to protect Confidential Information (personal and commercial information) from disclosure; and (iv) notification costs, whether or not required by applicable law. The policy(s) shall have limits of liability of at least \$5,000,000 per occurrence for breach response costs, \$5,000,000 per occurrence for Liability/Other and \$5,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$100,000, unless such increased deductible or retention is approved in advance by PG&E in writing. PG&E, its affiliates, subsidiaries and parent company, and PG&E's directors, officers, agents and employees shall be named as additional insureds under this policy. If the policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of Implementer's performance and any other obligation requirements under this Agreement are additional insureds under a blanket endorsement."

- (b) None of the requirements in this Section as to types, limits and approval of insurance coverage to be maintained by Implementer, or Implementer's Parties, limit or qualify in any manner the Implementer's liabilities and obligations under the Agreement.

16. INDEMNIFICATION

16.1 "Claim" and "Losses" Defined

"Claim" means any third party demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, commenced or threatened by a third party against an entity or person.

"Losses" means all losses, liabilities, damages, fines, sanctions, liens, and claims, and all related costs, expenses, and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable attorneys' fees, expert costs, and disbursements, costs of investigation, litigation, settlement, and judgment, and any taxes, interest, penalties, and fines with respect to any of the foregoing.

"Hazardous Substance" means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant" or "pollutant" or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls ("PCBs"), and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Laws.

16.2 Indemnification By Implementer

- (a) Implementer will at its expense indemnify, defend and hold harmless PG&E and its affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, "**PG&E Indemnitees**") from and against any and all Losses suffered or incurred by, or Claims

brought against, any of them arising from, in connection with, or based on any of the following, whenever made, arising out of or relating to:

- (i) Any Claim arising from the marketing or sale of Implementer's Program and/or other products and services to Customers.
 - (ii) Death or bodily injury, or the damage, loss or destruction of real or tangible personal property caused by any failure or defect in products and/or services under Implementer's Program or the Services rendered to PG&E under this Agreement, provided to Customers by or through Implementer or by the tortious acts or omissions and/or willful misconduct of Implementer or its Implementer Party.
 - (iii) Claims relating to any environmental matters associated with an Implementer's Program or the Services rendered to PG&E, including the disposal and transportation of Hazardous Substances by or on behalf of the Implementer or at the Implementer's direction or agreement.
 - (iv) Implementer's failure to observe or perform any of its duties or obligations under this Agreement, including an alleged or actual breach of Implementer's obligations under the Compliance with Laws, CPUC Regulatory Requirements, Data Security and Protection and Confidentiality.
 - (v) Any Claim that (a) any of the Services Work Product or other resources or materials provided by Implementer to PG&E in the performance of Services, or PG&E's use thereof, or (b) performance of an Implementer's Program by Implementer, or (c) any of the products or services furnished by Implementer to Customers, infringes or constitutes a misappropriation of the Intellectual Property Rights of any person.
- (b) Implementer's obligation to indemnify PG&E Indemnitees as provided in this Section shall apply regardless whether PG&E has any statutory liability or liability in contract, tort (including negligence) with respect thereto, and whether PG&E's liability may be active or passive. Implementer's obligation to indemnify does not, however, extend to Claims and Losses that are caused solely by the gross negligence or willful misconduct of a PG&E Indemnitee.
- (c)
- The parties acknowledge Implementer's Services are only to identify potential energy saving project opportunities and refer Customers to PG&E and/or Third Party (3) energy saving programs in PG&E 3P Energy Efficiency (EE) Portfolio. Implementer will not provide and shall not be liable for any installation, equipment, installation or implementation of any EE measure or other project under any PG&E or 3P energy saving program arising from a Customer referred by Implementer.

16.3 Indemnification Procedures

The following procedures will apply to Claims for which PG&E seeks to be indemnified pursuant to the Agreement:

- (a) **Notice.** Promptly after a PG&E receives notice of any Claim for which it will seek indemnification pursuant to the Agreement, PG&E will promptly notify the Implementer of the Claim in writing. No failure to so notify the Implementer will abrogate or diminish the Implementer's obligations under these Indemnification provisions if PG&E has or receives knowledge of the Claim by other means or if the failure to notify does not materially prejudice its ability to defend the Claim. Within fifteen (15) days after receiving PG&E's notice of a Claim, but no later than ten (10) days before the date on

which any formal response to the Claim is due, Implementer is required to notify PG&E in writing as to whether Implementer acknowledges its indemnification obligation and elects to assume control of the defense and settlement of the Claim. In the event, Implementer does not assume control of the defense of the Claim and it is later determined Implementer was liable to assume and defend such Claim, Implementer shall be liable for the payment of any settlement, judgment or award and all costs of defending or settling such Claim. Nothing in these Indemnification provisions shall preclude PG&E from participating in its defense and retaining its own counsel at its own expense. To the extent necessary, each Party was represented by counsel in the negotiation and signing of this Agreement.

- (b) Implementer may not consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting PG&E without PG&E's prior written consent, unless such judgment or settlement provides for the unconditional and full release of PG&E in respect of such Claim and does not diminish any of PG&E's rights under this Agreement or result in PG&E being subject to any additional fees or charges under this Agreement.

17. LIABILITY

17.1 General Intent

Subject to the specific provisions of this LIABILITY Section, it is the intent of the Parties that if a Party fails to perform its obligations in the manner required by the Agreement, that Party will be liable to the other Party for any actual damages suffered or incurred by the other Party as a result.

17.2 Limitations of Liability

- (a) Excluded Types of Damages. Except as otherwise expressly provided in the Agreement, including in paragraph (b), the Parties agree that:
 - (i) Neither Party will be liable to the other for any indirect, consequential, incidental or punitive damages, or for any loss of revenue, profit, business, savings, or goodwill, regardless of the form of action or the theory of recovery, even if such Party has been advised in advance of the possibility of such damages;
 - (ii) In no event shall PG&E be liable for costs incurred by Implementer or for any lost or anticipated profits or overhead on uncompleted portions of the Services rendered by Implementer in accordance with this Agreement. Implementer shall not enter into any agreement, commitments or sub-contracts in connection with Services that would incur significant cancellation or termination costs without prior written approval of PG&E.
 - (iii) For all aspects of Implementer's Program on Attachment 2 under this Agreement, other than the Services provided to PG&E by Implementer under its Program, PG&E shall not be liable for any costs incurred by Implementer in terminating or modifying any Implementer Program for products and services offered to Customers that are not used by Implementer that incidentally impact the Services being rendered to PG&E and are otherwise utilized for Implementer's ongoing business operations.

- (b) Exceptions. The exclusions set forth in paragraph 16.2(a) above, will not apply to any of the following:
- (i) damages occasioned by, any violation of, or Implementer's breach of the obligations to comply with the law or CPUC Regulatory Requirements, or the willful misconduct or gross negligence of a Party;
 - (ii) Claims and Losses that are the subject to the Indemnification provisions under this Agreement; and
 - (iii) damages or liability attributable to Implementer's breach of its obligations with respect to PG&E Data, its obligations with respect to Confidential Information, or a Party's misappropriation or infringement of the other Party's Intellectual Property Rights.

17.3 Force Majeure

- (a) **"Force Majeure Event"** means a fire, flood, earthquake, other act of God or nature, riot, civil disorder, act of terrorism or other similar causes to those described above that delays or prevents the Party, directly or indirectly, from performing its obligations in accordance with the Agreement. Inability to pay, however, shall not constitute a Force Majeure Event regardless of the cause thereof and whether the reason is outside the Parties' control.
- (b) A Party will not be liable for any default or interruption in performing its obligations under the Agreement to the extent the default or interruption is attributable to a Force Majeure Event provided the non-performing Party is without material fault in causing the default or interruption.
- (c) In such event the affected Party will be excused from further performance or observance of the obligations so affected for as long as the Force Majeure Event continues and the affected Party continues to use Commercially Reasonable Efforts to perform whenever and to whatever extent is possible without default or interruption. A Party so hindered in its performance will immediately notify the Party to whom performance is due. That Party will also notify the other Party promptly when the Force Majeure Event has abated.
- (d) If a Force Majeure Event prevents performance of Implementer's Program for more than 60 days, the Force Majeure Event shall be deemed an Event of Default under this Agreement and PG&E may terminate this Agreement or any Implementer Program on an Attachment 2 under this Agreement as of a date specified by PG&E in a written notice of termination to Implementer. If PG&E terminates this Agreement, PG&E will pay Implementer any compensation earned prior to the termination date, but will not be liable for payment of any early termination charges or demobilization costs. Except as provided under this Agreement, Implementer will not be entitled to any additional payments from PG&E for costs or expenses incurred by Implementer as a result of any Force Majeure Event.

18. FCPA COMPLIANCE

Implementer warrants that it is aware of the requirements of the Foreign Corrupt Practices Act, 15 U.S.C. 78 et seq., and that neither the Implementer, nor any of its employees, agents, or representatives, shall authorize, offer, promise, or make any payment or give anything of value, directly or indirectly, to any government official (including but not limited to any political party or official thereof, any candidate for political office, or any official of a public international organization, or any wholly or partially owned state entity) or relative of the official to induce such official to do or omit to do any act in violation of his or her lawful duty, to induce such official to use his influence with a foreign government or instrumentality

to affect or influence any act or decision of such government or instrumentality, or to gain any other improper advantage in connection with this Agreement.

19. RULES OF CONSTRUCTION

19.1 Entire Agreement

The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter.

19.2 Contract Amendments and Modifications

The Agreement may be amended or modified solely in a writing signed by an authorized representative of each Party.

19.3 Relationship of the Parties

- (a) Implementer, in furnishing an Implementer Program on Attachment 2 under this Agreement, is acting as an independent contractor. Implementer has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work in connection with Implementer's Program on Attachment 2 under this Agreement. Implementer is not an agent or partner of PG&E and has no authority to represent or bind PG&E as to any matters.
- (b) Nothing contained in the Agreement is intended or shall be construed to confer upon any person, other than the Parties hereto, and the Indemnitees specifically identified in the Indemnification provisions under this Agreement, any rights, benefits or remedies of any kind or character whatsoever, and no person shall be deemed a third party beneficiary under or by reason of the Agreement except as otherwise expressly provided in the Agreement.

19.4 Consents and Approvals

No approval or consent given by a Party under the Agreement will relieve the other Party from responsibility for complying with the requirements of the Agreement, nor will it be construed as a waiver of any rights under the Agreement (except to the extent, if any, expressly provided in such approval or consent). Each Party will, at the request of the other Party, perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to the Agreement.

19.5 Waiver

No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

19.6 Remedies Cumulative

Except as otherwise expressly provided in the Agreement, all remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under the Agreement, at law, or in equity.

19.7 Headings

The section headings and the table of contents used in the Agreement are for convenience of reference only and will not enter into the interpretation of the Agreement.

19.8 Order of Precedence

In the event of a conflict between or among the documents comprising the Agreement, the following order of precedence will apply (documents listed in descending order of priority):

- (a) The Agreement's CPUC Standard LGP contracting provision requirements in Sections 2 (CPUC Standard Contract Term/Length Provision), 11 (CPUC Standard Dispute Resolution Process Provisions), and 20 (CPUC Standard Termination Process Provisions) in the General Terms and Conditions under the Agreement;
- (b) The Agreement's General Terms and Conditions and its related Exhibits;
- (c) The Agreement's Attachment 1 (PG&E 3P EE LGP Program Requirements), including its related exhibits and other attachments; and
- (d) Any Attachment 2 and its related Exhibits, if any, under this Agreement (Each Implementer's Program under this Agreement) which requires a PG&E CWA be issued and signed by the Parties.

19.9 Severability

If any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any provision of the Agreement is held invalid by a competent authority, such provision will be severed from the Agreement. In any event, the remainder of the Agreement will remain in full force and effect.

19.10 Counterparts

The Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by facsimile or other reliable means, will be considered an original.

20. CPUC STANDARD TERMINATION PROCESS PROVISIONS

20.1 CPUC Standard Event of Default Provision

Event of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any one or more of the following:

- (a) With respect to either Party:
 - (i) the failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), including without limitation the failure to make, when due, any undisputed payment required to be made by such Party, if such failure is not remedied within thirty (30) calendar days of Notice of such breach by the Non-Defaulting Party;

- (ii) such Party becomes insolvent, generally does not pay its debts as they become due, makes a general assignment for the benefit of creditors, or commences any action seeking reorganization or receivership under any bankruptcy, insolvency, reorganization or similar law for the relief of creditors or affecting the rights or remedies of creditors generally; or
 - (iii) such Party disaffirms, disclaims, rejects, or challenges the validity of this Agreement in its entirety or in any material respect.
- (b) With respect to Implementer if the circumstances of the referenced default are not remedied within thirty (30) calendar days of Notice of such breach by PG&E:
- (i) any representation or warranty made by Implementer or its employees, agents, representatives, subcontractors, independent contractors, and all other persons performing the Services on Implementer's behalf (Implementer Party) to any person or entity (including, without limitation, a member of the public, a customer of PG&E, or a governmental authority) regarding this agreement or in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;
 - (ii) any legal action is made or commenced against Implementer or Implementer Party which, in PG&E's opinion, is reasonably likely to interfere with the performance of the Services;
 - (iii) Implementer or any Implementer Party commits any material act of dishonesty, fraud, misuse of funds in connection with this Agreement or misrepresents PG&E's administration of this Agreement;
 - (iv) PG&E becomes aware of a material public safety issue arising out of or related to Implementer's or Implementer Party's administration or performance of this Agreement;
 - (v) Implementer assigns, subcontracts, or transfers this Agreement or any right or interest herein except with written consent of PG&E, which consent shall not be reasonably withheld;
 - (vi) Implementer fails to maintain the insurance coverage required of it in accordance with the Insurance provisions under this Agreement;
 - (vii) Implementer fails to satisfy the collateral requirements set forth in the Performance Assurance, Bonding, provisions under this Agreement, including failure to post and maintain the performance assurance requirements set forth in this Agreement;
 - (viii) Implementer materially breaches any obligation of confidentiality or its obligations under the Data Security and Protection provisions under this Agreement; or
 - (ix) Implementer fails to achieve Minimum Performance Requirements as specified in Attachment 1 (PG&E 3P EE LGP Program Requirements).

20.2 CPUC Standard Termination for Cause Provision

Termination for Cause. If an Event of Default shall have occurred with respect to a Party, the other Party (the "Non-Defaulting Party") shall have one or more of the following rights:

- (a) To designate by Notice, which will be effective no later than twenty (20) calendar days after the Notice is received, the early termination of this Agreement (an “Early Agreement Termination Date”);
- (b) Withhold any payments due to the Defaulting Party under this Agreement;
- (c) Suspend performance of Services under this Agreement (but excluding, for the avoidance of doubt, the obligation to post and maintain any collateral requirements in accordance with this Agreement (Performance Assurance, Bonding obligations) and the obligation to obtain and maintain the insurance requirements as set forth under this Agreement; and
- (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

20.3 CPUC Standard Termination/Modification by CPUC Order Provision

Termination/Modification by CPUC Order. This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission “CPUC”. The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case PG&E shall notify Implementer of the order or directive and Implementer and PG&E shall meet and confer to determine whether to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive. If the Parties cannot agree on a response to the order or directive this Agreement shall be terminated. Implementer and Implementing Parties (including any sub-contractors) shall be entitled to reasonable compensation for any costs and expenses, incurred because of any change, modification, or termination of this Agreement under this Section that increases the work to be performed. Any modification that reduce the work to be performed shall be processed in accordance with this Agreement.

20.4 CPUC Standard Conclusion of Work Provision

Conclusion of Work. Upon PG&E’s termination of this Agreement for any reason, Implementer shall, and shall cause each implementer Party to, bring the Services to an orderly conclusion as directed by PG&E. Implementer and each Implementer Party shall vacate the worksite but shall not remove any material, plant or equipment thereon without the approval of PG&E. PG&E, at its option, may take possession of any portion of the Services paid for by PG&E.

21. MISCELLANEOUS

21.1 Binding Nature and Assignment

PG&E may assign its rights or delegate its duties under this Agreement, directly or indirectly, by operation of law or otherwise, without Implementer’s prior approval or written consent, provided PG&E remains obligated to pay compensation earned up to the effective date of such assignment. Implementer may not assign its rights or delegate its duties under this Agreement, directly or indirectly, by operation of law or otherwise without PG&E’s prior written consent, except that Implementer may assign to Implementer’s corporate affiliate in which Implementer holds a majority interest, provided that the Implementer and the affiliate remain obligated under this Agreement. A Party shall not unreasonably withhold, condition or delay its consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Any purported assignment of rights or delegation of duties in violation of this section is void.

21.2 Electronic Signature; Facsimiles - Binding

The Agreement and its related and incorporated by reference Attachments, Exhibits or other documents may be accepted in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and the Parties' acceptance will be deemed binding between the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of the Agreement and its related and incorporated by reference Attachments, Exhibits or other documents, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of the foregoing on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

(End of General Terms and Conditions)

22. EXHIBIT A - PG&E SAFETY REQUIREMENTS

1. **IMPORTANCE OF SAFETY:** Implementer recognizes and agrees safety is of paramount importance in performing their Work. Implementer agrees to be responsible for performing its Services and Program in a safe manner and in accordance with Implementer's safety program, all Applicable Laws to safeguard persons and property from injury and will require its Implementer Parties performing any Services do the same. Implementer further agrees to provide necessary training to its employees and Implementer Parties about the foregoing safety and health rules and standards. Should PG&E at any time observe Implementer, or any of its Implementer Parties, perform Services in an unsafe manner, or in a manner that may, if continued, become unsafe, PG&E shall have the right (but not the obligation) to require Implementer stop the Services affected by the unsafe practice until Implementer has taken corrective action so the Services performance has been rendered safe.
2. **IMPLEMENTER SAFETY PROGRAM:** Implementer represents and warrants that it will perform all applicable Services, and cause all its Implementer Parties to perform all applicable Services, in compliance with PG&E's Contractor Safety Program Standard Contract Requirements (CSPSC), as may be modified from time to time. The CSPSC Requirements are located at: www.pge.com/contractorsafety and are hereby incorporated by reference into this Agreement. Implementer's failure to comply with PG&E's CSPSC Requirements shall be immediate grounds for termination for cause under this Agreement. Notwithstanding the above, Implementer is the "controlling employer" as defined under Cal/OSHA and will remain responsible for all fines and liability arising from violation of PG&E's CSPSC Requirements and applicable law.
3. **SAFETY PRECAUTIONS AND PROTECTION OF PROPERTY:** Implementer shall plan and conduct its Services to safeguard persons and property. Implementer shall direct performance of Services in compliance with reasonable safety and work practices and all Applicable Laws, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health. PG&E may designate safety precautions in addition to those in use or proposed by Implementer. PG&E reserves the right to inspect the Services and to halt Services to ensure compliance with reasonable and safe work practices and with all Applicable Laws. Neither the requirement that Implementer follow said practices and all Applicable Laws, and any special instructions given by PG&E nor the adherence thereto by Implementer shall relieve Implementer of the responsibility to maintain safe and efficient working conditions.
4. **CALIFORNIA HEALTH AND SAFETY CODE:** The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." PG&E uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in performing the Work or services contemplated under this Agreement, Implementer and its implementer Parties may be exposed to chemicals on the Governor's list. Implementer is responsible for notifying its Implementer Parties that Work performed hereunder may result in exposures to chemicals on the Governor's list.
5. **GOLD SHOVEL STANDARD.** If an Implementer's Program includes Excavation (as defined below): Before performing any Services involving Excavation, Implementer must be certified by the Gold Shovel Standard, a nonprofit organization that provides independent safety certification and performance measurement. As used in this section, the term "Excavation" has the meaning defined in California Government Code Section 4216(g), which provides as follows: "'Excavation' means any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by

means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way.”

23. EXHIBIT B - INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) COMPLIANCE CERTIFICATE

The undersigned hereby certifies to PG&E as follows:

1. Implementer and its Implementer Parties to perform any portion of an Implementer Program and the Services to be rendered for PG&E under this Agreement, has or will have an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.
2. The undersigned is an authorized representative of the Implementer identified below, with the authority and responsibility for implementing and administering the Implementer's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Compliance Certificate.

Third Party Implementer: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

24. EXHIBIT C - PG&E DRUG AND ALCOHOL ABUSE AND TESTING POLICIES

I. PG&E POLICY

PG&E is committed to maintain and promote job safety and health for all workers at its facilities. In addition, PG&E is determined to protect its employees, customers, and the general public while they are on PG&E property from any harm caused by illegal drug and alcohol use by non-PG&E personnel. To accomplish these objectives, PG&E has a drug and alcohol policy for access to PG&E facilities by Implementer or Implementer Parties. If any personnel of Implementer or its approved Implementer Parties perform any services at PG&E offices and/or other PG&E facilities, prior to such access these PG&E's Drug and Alcohol Abuse and Testing Policies shall apply.

- 1.0 COVERAGE: This policy applies to the personnel of all Implementer and Implementer Parties performing any work or Services at PG&E offices and/or any other PG&E facilities.
- 2.0 POLICY: PG&E may deny access to, or remove from, its facilities the personnel of any Implementer or Implementer Parties, who PG&E has reasonable grounds to believe has:
 - 2.1 Engaged in alcohol abuse or illegal drug activity which in any way impairs PG&E's ability to maintain safe work facilities, to protect the health and well-being of PG&E employees, customers, and the general public, and to promote the public's confidence in PG&E's service and operations; or
 - 2.2 Been found guilty, pled guilty, or pled nolo contendere to a charge of sale or distribution of any illegal drug or controlled substance as defined under Federal or California law within the past five years, unless the criminal record was later expunged or sealed by a court order.
- 3.0 PROHIBITED ACTIVITIES: The following activities are prohibited at all facilities owned or leased by PG&E:
 - 3.1 Possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances as defined under Federal or California law;
 - 3.2 Possessing, furnishing, selling, offering, or using alcoholic beverage, or being under the influence of alcohol.
- 4.0 ACTIONS: Where reasonable cause exists that paragraph 4 of this policy has been violated, the Implementer or Implementer Parties must inform the PG&E representative responsible for the Agreement. The Implementer or Implementer Parties is also expected to take any or all of the following actions to the fullest extent they are permitted under governing collective bargaining agreements and/or its applicable security and human resources policies.
 - 4.1 Search the individual, his or her vehicle, locker, storage area, and personal effects;
 - 4.2 Require the individual to undergo a medical examination to determine their fitness for duty. Such examination shall include obtaining a urine and/or blood specimen for drug or alcohol analysis unless the examining physician deems such tests to be inappropriate;
 - 4.3 Take any other appropriate action to determine if there has been a violation of paragraph 4. Refusal to comply with a request made under this paragraph shall be grounds for denying access to, or immediate removal from, any PG&E facility.
- 5.0 PERMISSION TO RE-ENTER: Any individual who has been denied access to, or removed from, PG&E facilities or violating this policy may obtain permission to enter or reenter provided the individual establishes, to the satisfaction of his or her employer and PG&E, that the previous activity which formed the basis for denying access or removal has been corrected and his or her future conduct will conform with this policy. PG&E retains the right of final approval for the entry or reentry of any individual previously denied access to or removed from PG&E facilities.

II. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS FOR DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS AND OF NATURAL GAS PIPELINE WORKERS

- 1.0 Implementer agrees that, to the extent it may be applicable to this Agreement, Implementer shall comply with the U.S. Department of Transportation's (DOT) regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances and Alcohol Use and Testing and (ii) work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied

Natural Gas and Hazardous Pipeline Operations. Implementer shall establish and maintain a drug and alcohol testing program for its employees consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Implementer shall ensure that any Implementer Party hired by Implementer to perform any performance obligation under this Agreement regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.

- 2.0 PG&E's duly authorized representatives, the CPUC, DOT and appropriate agencies shall have, during the term of the Agreement and for two years thereafter, access at all reasonable times to Implementer's drug and alcohol testing program records for the purpose of monitoring compliance with DOT regulations. Implementer shall ensure that any Implementer Party hired by Implementer to perform any performance obligation under this Agreement regulated by 49 CFR Part 192, 193, 195 or 382 shall also provide access to its drug and alcohol testing program records to PG&E's authorized representatives, the CPUC, DOT and appropriate agencies for the purpose of monitoring compliance with DOT regulations. Failure to comply with this requirement may, at PG&E's option, result in cancellation or termination of existing contracts and the loss of opportunity to bid on future PG&E contracts

25. EXHIBIT D - PG&E SUPPLIER CODE OF CONDUCT¹ ACKNOWLEDGEMENT

On behalf of the Implementer’s identified below, I acknowledge that I have read the PG&E *Supplier Code of Conduct*.

I certify that the Implementer and its Implementer Parties shall conduct work for or on behalf of PG&E in full compliance with the applicable standards and expectations described in the PG&E *Supplier Code of Conduct*, as it may be modified from time to time.

I am authorized to sign this Acknowledgement on behalf of the Implementer.

Company: _____

By: _____

Name: _____

Title: _____

Date Signed: _____

¹ The Code can be found online by typing “PGE Supplier Code of Conduct” into your browser, or by cutting and pasting the following URL into your browser: https://www.pge.com/includes/docs/pdfs/b2b/purchasing/2013_Supplier_Code_of_Conduct.pdf

26. EXHIBIT E - BILLING AND PAYMENT

The following provisions shall apply to all Work performed under this Agreement, including; work performed on a time and materials basis and work performed on a deliverable/milestone basis as specified in Attachment 2 under this Agreement. All payments require the submittal of an invoice.

- (a) **INVOICE SUBMITTAL INSTRUCTIONS:** Implementer shall submit invoices to PG&E in accordance with these Billing and Payment requirements and the requirements in Attachment 1.
- (b) **COSTS:** All allowable reimbursable expenses under the Agreement shall be reasonable, ordinary, and necessary and shall be billed at cost. Unless otherwise agreed to by PG&E in writing, PG&E will not reimburse Implementer for any overhead costs, which include but are not limited to, miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile transmissions, computer time and use of in-house technical software, or any travel time or costs, and mileage and use of a personal car.
- (c) **INVOICE DEFICIENCIES:** If PG&E determines Implementer's invoice does not meet the invoicing requirements, PG&E will notify Implementer of the such deficiencies and Implementer will be required to resubmit a corrected invoice.
- (d) **LABOR RATE AND SUPPORTING DOCUMENTATION:** For Time and Material, all Implementer labor rates shall be at the fixed rate(s) as reflected on Exhibit F (Rate Card), if applicable, and supporting data and documentation shall be furnished in accordance with Attachment 1.

Payment Terms

The payment terms for this Contract are Net 30.

Invoicing Submittal Requirements

Invoices must be submitted in accordance with these Billing and Payment requirements and the requirements in Attachment 1. All timelines for payment of invoices run from the date a correct invoice is received and accepted by PG&E's SF Accounts Payable, which occurs after the PG&E PM reviews and approves in accordance with Attachment 1. Invoices received and accepted by PG&E's SF Accounts Payable by 6:00 PM on a business day will be considered received that same day.

- (a) **ELECTRONIC INVOICES:** Electronic invoices submitted through PG&E's electronic invoicing system and accepted by PG&E's Accounts Payable department **after** 6:00 PM may not be considered received until the next business day.

27. EXHIBIT F – IMPLEMENTER RATE CARD (IF APPLICABLE)

Implementer Rate Card shall be defined on TAB G (T&M Cost Structure) of the Program’s Attachment 2 Data Form

28. EXHIBIT G – PG&E DATA PROTECTION AND SECURITY REQUIREMENTS

Unless otherwise agreed to or modified by PG&E in writing, the following terms apply to Implementer and its relevant Implementer Parties when receiving, accessing, using, or transmitting any PG&E Data, regardless of how Implementer received or accessed such PG&E Data, to perform any obligation under this Agreement.

(a) Implementer shall and ensure each of its applicable Implementer Party:

- keep PG&E Data confidential and protect it from unauthorized use, in addition to any other obligation of Implementer under the Agreement to maintain confidentiality of any information provided by PG&E;
- collect, process, transfer, disclose, store, and otherwise use PG&E Data only as provided for under this Agreement and for no other purpose whatsoever unless otherwise required by law;
- collect and process PG&E Data fairly and lawfully, ensuring that (to the extent within Implementer's control) PG&E Data is adequate, relevant, and not excessive in relation to the purposes for which it is processed;
- ensure that PG&E Data is accurate and, when necessary, kept up to date; and
- subject to PG&E Records Retention Requirements for Implementer Records under the Agreement, keep PG&E Data no longer than is necessary for the purposes for which it is being processed; and
- comply with all applicable laws (including the California Consumer Privacy Act) and, California Public Utilities Code §8380, et seq., and the "Rules Regarding Privacy and Security Protections for Energy Usage Data" adopted by the CPUC.

(b) Upon PG&E's request or upon the expiration or termination of the Agreement Term, Implementer shall return to PG&E all PG&E Data. PG&E may Audit Implementer's compliance with this obligation.

(c) Subpoena Report. Implementer will notify PG&E promptly if it receives a subpoena or other form of notice requiring disclosure of PG&E Data not in accordance with the terms and conditions under this Agreement.

Operational Data Security Measure Requirements

Unless otherwise agreed to in writing by PG&E, to protect PG&E Data from any unauthorized use and prior to accessing, receiving, using, or transmitting any PG&E Data in accordance with this Agreement, Implementer and its relevant Implementer Parties shall successfully complete PG&E Data Security (TSR) annually or as otherwise and may be required that namely provides PG&E with an annual data security measure report (Annual Data Security Report). The Annual Data Security Report confirms Implementer and its relevant Implementer Parties has satisfactorily developed, implemented and maintains Data Security Measures protocols (Security Measures). These Security Measures shall include, at a minimum, written policies regarding information and data security, disaster recovery, third party assurance auditing, penetration testing, implementing security procedures and practices appropriate to the nature of the information to protect PG&E's Data from unauthorized use, access, destruction, modification, or disclosure, and data privacy and security programs with administrative, technical, and physical safeguards, such as

password protected workstations, or other measures appropriate to the size and complexity of Implementer's and its relevant Implementer Parties business and the nature and scope of Implementer's and its relevant Implementer Parties activities to protect against such risks and that complies with and aligns at all times with the industry requirements of ISO 2700X or SOC2 Type 2. Without limiting the foregoing, Implementer shall and require its relevant Implementer Parties comply with the following:

- (a) **PG&E Vendor Security Review (PG&E TSR).** Before PG&E gives access or provides any PG&E Data and before PG&E Data is used to perform the Services under this Agreement, regardless if PG&E provided the PG&E Data or not Implementer and its relevant Implementer Parties must successfully complete PG&E's TSR process and maintain the process as requested to meet the Annual Data Security Report requirement.
- (b) **Updates.** Implementer and its relevant Implementer Parties shall update their Security Measures so as to keep it current with Applicable Standards, including but not limited to NIST and NERC/CIP, as applicable.
- (c) **Data Centers.** Any data center used by or on behalf of Implementer or its relevant Implementer Parties to collect, receive and/or store PG&E Data shall satisfy the standards for a Tier 3 data center facility as specified in the TIA-942 standard published by the Telecommunications Industry Assoc.
- (d) **Meeting and On-Site Assessments.** Upon PG&E's request, allow PG&E to perform security assessments and verification of security controls are in accordance with Implementer's or its relevant Implementer Parties as part of its Annual Data Security Report, if required, at the PG&E approved Designated Locations or meet with PG&E periodically to discuss if any enhancement or other changes are required to Implementer's or its relevant Implementer Parties Security Measures to maintain safeguarding PG&E's Data.
- (e) **Locations.** The Parties shall designate one or more facilities from which Implementer is permitted to process and store PG&E Data (the "**Designated Locations**"). The Designated Locations must satisfactorily be included to complete Implementer's PG&E's TSR process and Annual Data Security Report. Implementer or any applicable Implementer Party may process and store PG&E Data only at Designated Locations approved by PG&E following completion of Implementer's TSR. PG&E's approval of any Designated Location does not limit PG&E's rights to conduct periodic Audits and reviews as provided in the Agreement.
- (f) **Segregation of Data.** All PG&E Data shall be maintained so as to be compartmentalized or otherwise logically distinct from, and in no way commingled with, other information of Implementer or its relevant Implementer Parties and their respective other customers.
- (g) **Data Remains in U.S.** All PG&E Data shall reside in, and may only be accessed from within the United States. Implementer shall at all times ensure that it is aware of and has documented the location of all copies of PG&E Data.
- (h) **Data Backups and Encryption.** Any applicable prevailing secure and redundant data backup and recovery technologies shall be used, at no additional cost to PG&E, to protect PG&E Data that is stored. Implementer shall ensure that PG&E Data is encrypted at rest and stored in accordance with the security standards set forth herein.
- (i) **Changes to service delivery solution.** Implementer shall not make any of the following changes without first obtaining PG&E's approval for the change, which may require a further security analysis

any subcontracting of data processing or storage to a third party that has not previously been approved by PG&E in writing; storage of PG&E Data at any facility that has not been approved; a change in Designated Locations.

Security Incidents

“Security Incident” means any unauthorized access to or use, interception, destruction, exfiltration or acquisition of PG&E Data processed or stored in Implementer’s or as authorized by PG&E in any Implementer’s Party system. If Implementer discovers or is notified that a Security Incident has occurred or is reasonably likely to have occurred, and the Security Incident affects (or reasonably could affect) PG&E Data that is within Implementer’s possession or control:

- (a) Implementer shall immediately:
 - (i) Notify PG&E, in writing, and provide PG&E a brief summary of the issue, facts and status of Implementer’s investigation;
 - (ii) identify the PG&E Data that may be implicated by the Security Incident and, if personally identifiable information (“PII”) is involved, identify the potential number of individuals affected;
 - (iii) Provide any other information pertinent to PG&E’s understanding of the Security Incident and the exposure or potential exposure of PG&E Data; and
 - (iv) Investigate the incident and inform PG&E, in writing, of the results of such investigation; and assist PG&E (at Implementer’s cost and expense) in maintaining the confidentiality of such PG&E Data.
- (b) Unless otherwise required by law, if and only if requested in advance and in writing by PG&E, Implementer will, at its sole cost and expense, notify the potentially affected PG&E customers or other affected third parties regarding such Incident within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. Alternatively, if PG&E elects to notify affected parties Implementer will reimburse PG&E for the costs of notification. Implementer agrees to work with PG&E toward reasonable cure measures, subject to terms and conditions to be mutually agreed upon based on the circumstances at such future time.
- (c) PG&E may immediately revoke access to or using the PG&E Data in accordance with the terms and conditions under this Agreement. Such revocation shall be without prejudice to, and shall not constitute a waiver of, any legal or equitable rights and remedies available to PG&E in connection with the Security Incident.
- (d) Upon the occurrence of a Security Incident, Implementer shall and be responsible for its relevant Implementer Parties, to immediately provide access to PG&E so that PG&E or an independent third party may conduct an onsite Audit and inspection of the facility(ies) and/or Implementer’s or its relevant Implementer Parties information systems where the Security Incident occurred. This Audit and inspection rights extend to systems and facilities furnished or used by Implementer or its relevant implementer Party. Implementer shall present an action plan acceptable to PG&E to correct any and all portions of Implementer’s, and its relevant Implementer Party’s information systems, software, products, documentation, or internal controls. Implementer shall promptly undertake all activities relating to its preparation of the action plan, and to its correction of any inadequate controls or mitigation of risks revealed by the Security Incident or other deficiencies in Implementer’s internal controls at Implementer’s sole cost and expense and within a reasonable time period as agreed upon by PG&E.
- (e) Should Implementer fail to remedy the Security Incident, or to present an action plan to begin to remedy the Security Incident, which is acceptable to PG&E within the mutually agreed upon time frame

and due date, PG&E shall be entitled, in its sole discretion and among other remedies, to terminate the Agreement (or, in PG&E's sole discretion, any Implementer's Program on an Attachment 2 under this Agreement affected by the Security Incident) at any time without penalty or liability to Implementer. Such a termination shall not be construed as a waiver of any legal or equitable rights and remedies available to PG&E in connection with the Security Incident. In addition, PG&E's onsite Audit or inspection of Implementer's or its relevant Implementer Party's facilities and/or Implementer's or its relevant Implementer Party's information systems shall not be interpreted as PG&E's assumption of any liability or responsibility to remedy the Security Incident or otherwise assist Implementer in the repair or replacement of Implementer or its relevant Implementer Party's information systems or facilities.

29. EXHIBIT H - PG&E'S NON-DISCLOSURE ACKNOWLEDGMENT

NON-DISCLOSURE AND USE OF INFORMATION ACKNOWLEDGEMENT

Reference is made to that certain "Program Implementation Agreement" ("Agreement") dated _____ by and between _____ ("Implementer and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"). The undersigned ("Recipient") is an employee or representative of Implementer or of an Implementer Party of Implementer and acknowledges the following as part of their work and activities under the Agreement:

1. The Recipient acknowledges that in the course of performing Services for PG&E (Services), for the Implementer under the PG&E's Third Party Energy Efficiency Local Government Partnership Implementation Agreement (PG&E and Implementer Agreement), the Recipient will be given access to certain Confidential Information, which may include (a) PG&E residential or commercial utility Customer's (Customer) personal identifiable information, energy usage data, billing data, account information and information relating to their facilities, collectively referred to as Customer PII, equipment, processes, products, specifications, designs, records, data, software programs, finances, technologies, trade secrets marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or Customer information of PG&E obtained by Recipient in connection with performing Services for the Implementer under the PG&E and Implementer Agreement, either during or prior to, but in contemplation that Recipient might be providing Services to PG&E, including, but not limited to a Customer's PII, data, matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, which may be information owned by PG&E or by a third party and which may be in the custody of PG&E or third party and which constitutes valuable confidential and proprietary information and or trade secrets belonging to PG&E, and/or third parties, (c) any confidential information of any third party disclosing such confidential information to PG&E or Recipient in the course of such third party's engagement, business, or other relationship with PG&E or its parent, subsidiary, or affiliated companies, (d) Personal information as defined in California Civil Code Section 1798.140(o)(1), and (e) PG&E Data.

2. In consideration of being made privy to such Confidential Information, and for the contracting for Implementer's Services by PG&E under the PG&E and Implementer Agreement, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E. Any Personal Information, as defined in California Civil Code Section 1798.140(o)(1), shall not be sold under any circumstances. The Recipient acknowledges that all such Confidential Information:

- a. Shall be used only for the purpose of providing Services for PG&E;
- b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
- c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by in rendering Services under PG&E and Implementer's Agreement there from, be returned to PG&E when no longer needed for the performance of such Services for PG&E, unless PG&E directs otherwise in writing.

3. Any third parties owning any Confidential Information are express third party beneficiaries of this Acknowledgment Form.

4. The Recipient hereby acknowledges that because (a) an award of money damages is inadequate for any breach of the Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of the Agreement, in addition to any remedy PG&E may have at law, Implementer has agreed that PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

5. This Acknowledgement Form shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles.

UNDERSIGNED

COMPANY /IMPLEMENTER

By: _____

Company Name: _____

Name: _____

Authorized Agent: _____

Title: _____

Name: _____

Company: _____

Title: _____

Date: _____

Date: _____