



INTEGRATED DISTRIBUTED ENERGY RESOURCES PARTNERSHIP PILOT

PRO FORMA

DISTRIBUTED ENERGY RESOURCE PURCHASE AND SALE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[SELLER]

(ID# [Number])

[FOR INFORMATION ONLY; SUBJECT TO CHANGE]

TERMS THAT ARE BOXED AND SHADED IN LIGHT YELLOW ARE EITHER *SCE NOTES* OR GENERATING FACILITY-TYPE SPECIFIC COMMENTS THAT SHOULD BE REMOVED OR ACCEPTED, AS APPLICABLE.

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EXHIBIT

**{NOTE: SOME EXHIBITS MAY BE INAPPLICABLE AND MAY BE DELETED
FROM THE EXECUTED CONTRACT.}**

EXHIBIT A DEFINITIONS

EXHIBIT B PROJECT DESCRIPTION

EXHIBIT C PROJECT PROGRESS REPORT

EXHIBIT D MILESTONE SCHEDULE

EXHIBIT E NOTICE

EXHIBIT F FORM OF CONSENT TO COLLATERAL ASSIGNMENT

EXHIBIT G FORM OF LETTER OF CREDIT

EXHIBIT H [INTENTIONALLY OMITTED]

EXHIBIT I [INTENTIONALLY OMITTED]

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EXHIBIT K [INTENTIONALLY OMITTED]

EXHIBIT L [INTENTIONALLY OMITTED]

EXHIBIT M DATA VALIDATION RULES

EXHIBIT N CYBERSECURITY REQUIREMENTS

DISTRIBUTED ENERGY RESOURCE PURCHASE AND SALE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[SELLER'S NAME]

(ID# [Number])

This Distributed Energy Resource Purchase and Sale Agreement, together with its attachments and exhibits (as amended, restated, extended, renewed, modified or supplemented from time to time, collectively, the “Agreement”) is made and entered into as of this [____] day of [Month], [Year] (“Effective Date”) by **SOUTHERN CALIFORNIA EDISON COMPANY**, a California corporation (“SCE”), and [SELLER], a [Seller's business registration] (“Seller”). SCE and Seller are sometimes referred to herein individually as a “Party” and jointly as the “Parties”.

RECITALS

- A. SCE is an investor-owned electric utility serving customers in central and southern California.
- B. Seller is willing to sell and deliver exclusively to SCE, and SCE is willing to purchase, the Product under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

ARTICLE 1. PURCHASE AND SALE OF PRODUCT

1.01 Product.

- (a) During the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, the Product. Seller shall not substitute or purchase any portion of the Product from any resource other than the Project, or from the market, for delivery hereunder.

- (b) The applicable Product is that set forth in Option [____] {SCE Note: Insert Option A-D}:

OPTION A: BEHIND THE METER DISTRIBUTED GENERATION

The “Product” consists of any and all Expected Deferral Savings associated with the electric energy produced by the Project and delivered to Customers served by the Project. The Product does not include Green Attributes.

OPTION B: DEMAND RESPONSE

The “Product” consists of the ability to reduce all or a portion of the electrical consumption of the Participating Accounts through the use of all or a portion of the Project, within the Event Parameters, during the Delivery Days, Delivery Hours and Operating Months.

OPTION C: ENERGY EFFICIENCY

The “Product” consists of the improved energy efficiency and energy and capacity savings resulting from the Project in accordance with the terms and conditions of this Agreement.

The Product shall be measured and compensated using: {SCE Note: Select the measurement/compensation approach to be used}

- Meter-Based Approach
- Customized Calculated Approach

OPTION D: PERMANENT LOAD SHIFT (THERMAL OR BATTERY ENERGY STORAGE)

The “Product” consists of the charging of energy storage equipment during non-Deferral Hours and discharging of such equipment during Deferral Hours resulting in Customers’ on-Site consumption of retail electric energy provided by SCE to the Customer being reduced during the applicable Deferral Hours.

The Product shall be produced with: {SCE Note: Select the technology to be used}

- Thermal Equipment
- Battery Energy Storage Equipment

The Project is as set forth in Section 1.02 of Attachment 1.

The Project's Customers shall be the following: *{SCE Note: Select the Customer Type to be served by the Project}*

- Residential Customers and Small Commercial Customers

A "Residential Customer" is a Customer which is a Single-Family Accommodation or Multifamily Accommodation Customer using Domestic Service, including Recreational Vehicle Parks, Residential Hotels, and Mobile Home Parks, and includes Electric Vehicle charging for Customers using Domestic Service if separately metered, as such capitalized terms are defined in Rule 1 of the SCE Tariff.

A "Small Commercial Customer" is a Customer who is not a Residential Customer and has a monthly maximum demand of 20 kW or less.

- Commercial and Industrial Customers

A "Commercial and Industrial Customer" is a Customer who is not a Residential Customer and has a monthly maximum demand of greater than 20 kW.

1.03 Contracted Amount.

The Contracted Amount is set forth in Section 1.03 of Attachment 1.

1.04 Price.

The Product Price is set forth in Section 1.04 of Attachment 1.

1.05 Exclusive Rights.

- (a) During the Delivery Period, SCE shall have exclusive rights to the Product and all benefits derived therefrom, including the exclusive right to use, market, allocate, designate, award, report or sell the Product, and the right to all revenues generated therefrom. SCE's rights hereunder shall also include any other rights, and be subject to any other conditions, listed in Section 1.05 of Attachment 1.
- (b) Seller will not sell, assign, attribute, claim, or otherwise transfer the Product to any party other than SCE pursuant to this Agreement (except for any energy or capacity savings or reductions received by the Customer as a result of the installation of the Project at the Customer's Site).

1.06 Resource Adequacy Provisions.

[Intentionally Omitted]

1.07 Additional Product Delivery Obligations.

Additional provisions, if any, related to the delivery of the Product are forth in Sections 1.07, and following, of Article 1 of Attachment 1.

ARTICLE 2. TERM AND DELIVERY PERIOD

2.01 Term.

The “Term” of this Agreement shall commence upon the Effective Date, and shall continue until the expiration of the Delivery Period.

2.02 Delivery Period.

The “Delivery Period” or “Delivery Term” shall commence at 12:01 a.m. on the Initial Delivery Date, and shall continue until the earlier of: midnight on the date that is one year after the Initial Delivery Date or the date that this Agreement is otherwise terminated in accordance with its terms.

2.03 Project Completion Deadline.

The Project Completion Deadline is [Date]. Seller must achieve the Project Completion Date on or before the Project Completion Deadline. *{SCE Note: date should be the closing date of the subscription period for the Integrated Distributed Energy Resources Partnership Pilot.}*

2.04 Project Completion Date.

The Project Completion Date is the day all of the conditions listed in this Section 2.04 and in Section 2.04 of Attachment 1 have been satisfied for the Project:

- (a) Seller has completed, to SCE’s satisfaction, Seller’s obligations set forth in Section 4.01;
- (b) Seller has installed all equipment and systems required under Section 5.02;
- (c) Seller has provided at least three (3) Business Days’ Notice to SCE that it will achieve the Project Completion Date;
- (d) Seller has delivered to SCE all insurance documents required under Section 14.07;

- (e) Seller has paid to SCE the full amount of the Excess Network Upgrade Costs, if applicable;
- (f) If requested by SCE, Seller has completed a cybersecurity walkdown with SCE at least one hundred twenty (120) days prior to the Project Completion Date;
- (g) Seller has resolved any cybersecurity issues identified by SCE at least sixty (60) days prior to the Project Completion Date; and
- (h) Seller has executed and delivered to SCE all documents or instruments required under or requested pursuant to Article 7.

2.05 Initial Delivery Deadline.

The Initial Delivery Deadline is [Date]. Seller must achieve the Initial Delivery Date on or before the Initial Delivery Deadline.

2.06 Initial Delivery Date.

The Initial Delivery Date is the day that all of the conditions listed in this Section 2.06 and in Section 2.06 of Attachment 1 have been satisfied for the Project:

- (a) Seller has placed in operation all equipment and systems required under Section 5.02;
- (b) Seller has provided at least three (3) Business Days' Notice to SCE that it will achieve the Initial Delivery Date;
- (c) Seller has deposited with SCE the applicable Performance Assurance amounts as set forth in Section 7.02(a); and
- (d) Seller has executed and delivered to SCE all documents or instruments required under or requested pursuant to Article 7.

2.07 Termination Before Delivery Period.

If (a) Seller and SCE mutually agree that (i) the Project Completion Date will not occur on or before the Project Completion Deadline or (ii) the Initial Delivery Date will not occur on or before the Initial Delivery Deadline, or (b) the Initial Delivery Date will not occur due to any termination of this Agreement as a result of an Event of Default by Seller occurring on or before the Initial Delivery Deadline, SCE shall be entitled to:

- (a) The entire Development Security, including the right to draw on and retain for its sole benefit any Letter of Credit and the proceeds thereof, as well as any cash posted as Development Security and interest accrued thereon; and

- (b) Terminate this Agreement.

If SCE terminates this Agreement pursuant to this Section 2.07, any amount of Development Security that Seller has not yet posted with SCE will be immediately due and payable by Seller to SCE.

Neither Party shall have liability for damages for failure to deliver or purchase the Product after the effective date of termination under this Section 2.07.

ARTICLE 3. BILLING AND PAYMENTS

3.01 Invoicing Process.

By the Invoice Date, the Invoicing Party shall issue an invoice for the payment obligations, if any, incurred hereunder during the previous Invoice Calculation Period together with all supporting documentation and calculations reasonably necessary to evidence all amounts charged thereunder.

An invoice can only be adjusted or amended after it was originally rendered within the time frames set forth in Section 3.03.

If an invoice required to be rendered by Seller is not rendered, or if SCE is incapable of rendering an invoice due to the actions or inactions of Seller, within twelve (12) months after the close of an Invoice Calculation Period, Seller's right to any payment for that Invoice Calculation Period under this Agreement is waived.

3.02 Timeliness of Payment.

Payments under this Agreement will be made no later than the applicable Payment Date for each invoice by ACH or similar method, or by other mutually agreeable methods, to the account designated by the Party to which payment is owed. Any payment made after such Payment Date shall include an Interest Payment.

3.03 Disputes and Adjustments of Invoices.

If Seller or SCE determines that a calculation is incorrect, Seller or SCE, as the case may be, shall promptly recompute the amounts for the period of the inaccuracy based upon a correction of data and any payment affected by the adjustment or correction.

Any amount due will be made as an adjustment to the next invoice that is calculated after Seller's or SCE's re-computation using corrected measurements.

If the re-computation results in a net amount owed to SCE after applying any amounts owing to Seller as shown on the next invoice, any such amount owing to SCE will at SCE's discretion be netted against amounts owed to Seller in any subsequent invoice or

separately invoiced to Seller, in which case Seller must pay the amount owing to SCE within five (5) days after receipt of that invoice.

A Party will be deemed to have waived any such payment adjustments, if such Party does not provide Notice of such payment adjustment within twelve (12) months after the Invoice Date for the invoice containing the error. Adjustment payments for meter inaccuracy will not bear interest.

3.04 Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts:

- (a) Owing to SCE by Seller arising out of, or related to, this Agreement; or
- (b) Owed to SCE by Seller arising out of, or related to, any other SCE agreement, tariff, obligation or liability.

Nothing in this Section 3.04 shall limit SCE's rights under applicable tariffs, other agreements or Applicable Laws.

3.05 Compensation.

Seller shall be compensated according to the provisions set forth in Article 3 of Attachment 1.

3.06 Federal Tax Incentives Price Reduction.

- (a) If at any time prior to the end of the Term, any person or entity, including Seller, Seller's Lender, Seller's upstream parent, or any Seller's Affiliate, realizes any economic or monetary benefit from Federal Tax Credit Legislation with respect to the Project ("Economic Benefit"), the Product Price shall be reduced according to the applicable Tax Credit Percentage available to Seller, as set forth in the table below (the "Reduced Price Percent"), pursuant to the process in Section 3.06(b). *{SCE Note: any such price amendment may need to take into account the nature of the project and any applicable escalated prices, price shaping or other variable pricing structures.}*
- (b) Seller shall provide Notice to SCE within seven (7) days after realizing any Economic Benefit. The Product Price shall be deemed to be automatically amended to reflect the product of the Product Price multiplied by the applicable Reduced Price Percent
 - (i) with immediate effect, if the Economic Benefit is realized on or before the Initial Delivery Date; or

- (ii) effective as of the first day of the first full month after realization, if the Economic Benefit is realized after the Initial Delivery Date.

- (c) For purposes of determining when an Economic Benefit is realized under Section 3.06(b), realization will have been deemed to have occurred upon the earliest occurrence of any of the following: (i) the closing of any Tax Equity Financing by Seller, Seller’s upstream parent or any Seller’s Affiliate, (ii) the transfer of any income tax credits generated as a result of Federal Tax Credit Legislation, (iii) the claiming of any income tax credits on the federal income tax return (on the date such return is filed) of any entity, or (iv) the date upon which Seller realizes an Economic Benefit not otherwise listed in this Section 3.06(c).

Tax Credit Percentage	Reduced Price Percent
30% or greater	90%
25% - 29.99%	92%
20% - 24.99%	93%
15% - 19.99%	95%
10% - 14.99%	97%
5% - 9.99%	98%

ARTICLE 4. DESIGN AND CONSTRUCTION OF PROJECT

4.01 Seller’s Obligations.

At no cost to SCE, Seller shall perform the following obligations, and any additional obligations listed in Section 4.01 of Attachment 1:

- (a) Design, construct, install, or refurbish the Project;
- (b) Obtain (or cause the applicable Customer(s) to obtain) all Permits for the Project on or before the Project Completion Date;
- (c) Complete all environmental impact assessments, statements, or studies required pursuant to Applicable Laws, including obtaining public review and certification of any final documents relating to any environmental impact assessment or studies; and

- (d) Provide to SCE, prior to commencement of any construction activities on the Site, a report from an independent engineer (acceptable to both SCE and Seller) certifying that Seller has a written plan for the safe construction and operation of the Project in accordance with Prudent Electrical Practices.

4.02 Inspection Rights.

SCE shall have the right at any time during the Term to enter onto the Site(s) to inspect the Project and otherwise inspect or audit Seller's EPC Contracts and its books and records in order to verify Seller's compliance with the Milestone Schedule, the Critical Path Development Milestone schedule, and other obligations under this Agreement. Such inspection or audit shall be conducted during agreed upon hours (to be coordinated by Seller with SCE and the affected Customer(s)), with five (5) Business Days' prior notice to Seller.

Seller shall, or shall cause its EPC Contractors or Customers to, provide SCE with access to the Site(s) and all applicable documents and records:

- (a) in order to permit SCE to determine whether:
 - (i) Seller has obtained, maintained, and complied with all Permits, and that such Permits do not contain Permit Requirements that might restrict SCE's ability to utilize the Product as provided for in this Agreement (including, as applicable, SCE's ability to charge, discharge, or store energy in the Project or Dispatch the Project as provided for in this Agreement);
 - (ii) All contracts described in Section 4.05(a), and all other contracts or arrangements necessary to interconnect the Project (including transmission arrangements as contemplated in Section 5.01, contracts or arrangements to deliver electric energy for purposes of charging any Storage Unit associated with the Project, and contracts or arrangements for electrical service, water supply and waste disposal) have been entered into and become effective on a timely basis and Seller is not in default thereunder; and
- (b) for any other purpose reasonably connected with this Agreement or the exercise of any and all rights of SCE under Applicable Laws or the SCE Tariff schedules and rules on file with the CPUC.

When at the Site(s), SCE, its authorized agents, employees and inspectors shall adhere to safety and security procedures as may reasonably be required by Seller, provided Seller has provided such procedures to SCE in writing in advance.

4.03 Changes in Operational Characteristics.

Seller shall provide to SCE Notice of any changes in the operational characteristics of the Project for SCE's review as far in advance as practicable, but in no event less than thirty (30) days before the changes are to be made. Seller acknowledges that provision of Notice under this Section 4.03 is for SCE's information only and that by receiving such Notice, SCE makes no representation as to the economic or technical feasibility, operational capacity or reliability of any changes in the operational characteristics of the Project.

4.04 EPC Contractor.

Seller shall provide SCE with Notice of the name and address of Seller's EPC Contractor on the later of the Effective Date or the fifth (5th) Business Day after Seller enters into a contract with an EPC Contractor.

4.05 Provision of Information.

During the Term, Seller shall provide SCE copies of the following, and any additional items listed in Section 4.05 of Attachment 1:

- (a) Within ten (10) Business Days after receipt thereof:
 - (i) any Interconnection Study or the interconnection agreement tendered to Seller by the T&D Provider;
 - (ii) any agreements with providers of engineering, procurement, or construction services for the Project and any amendments thereto, including any EPC Contract (which may be redacted by Seller to eliminate pricing terms);
 - (iii) Any documents, information, or records related to the Project or the Generating Facility(ies) (including documents, information or records of an Affiliate or Customer) that relate to Seller's obligations under this Agreement, including any documents, information, or records needed to measure the Product;
 - (iv) Any documents, information, or records relating to Seller's Evaluator and Seller's Evaluator's work; and
 - (v) any final reports, studies, or assessments done for Seller by an independent engineer in the normal course of business and not in anticipation of litigation; provided that Seller may redact any such reports, studies, or assessments to exclude confidential pricing information;

- (b) within ten (10) Business Days of Seller's receipt of Notice from SCE requesting the same, Internal Revenue Service tax Form W-9 and California tax Form 590 (or their equivalents), completed with Seller's information, and any other documentation necessary for SCE to comply with its tax reporting or withholding obligations with respect to Seller; and
- (c) No later than twenty (20) days after each semi-annual period ending on June 30th and December 31st, a report listing all women, minority, disabled veteran, lesbian, gay, bisexual and/or transgender business enterprises, as more particularly set forth in CPUC General Order 156 ("Diverse Business Enterprises") that supplied goods or services to Seller during such period, including any certifications or other documentation of such Diverse Business Enterprises' status as such and the aggregate amount paid to Diverse Business Enterprises during such period. SCE has the right to disclose to the CPUC all such information provided by Seller pursuant to this Section 4.05(c).

4.06 Monthly Project Progress Report.

Seller shall deliver to SCE a progress report, substantially in the form set forth in Exhibit C ("Project Progress Report"), describing its progress, including projected time to completion of any milestones, on or before the deadline set forth in Exhibit C, and, if requested by SCE, within five (5) days after SCE's request. Seller shall include in any Project Progress Report a list of all letters, notices, applications, approvals, authorizations and filings referring or relating to Permits, and shall provide any such documents as may be reasonably requested by SCE. In addition, Seller shall advise SCE, as soon as reasonably practicable, of any problems or issues of which Seller is aware which could materially impact its ability to meet the Milestone Schedule set forth in Exhibit D ("Milestone Schedule") or achieve each Critical Path Development Milestone by the applicable deadline.

A report delivered pursuant to this Section 4.06 shall not constitute Notice for any purpose under this Agreement, including with respect to any fact, circumstance, request, issue, dispute or matter included in such report.

4.07 Critical Path Development Milestones.

Seller shall achieve each Critical Path Development Milestone on or before the applicable deadline for achieving such Critical Path Development Milestone specified below. Seller shall provide to SCE, on or before the applicable deadline to achieve each Critical Path Development Milestone, evidence that the Critical Path Development Milestone has been achieved. Seller shall also provide any additional evidence reasonably requested by SCE that the Critical Path Development Milestone has been achieved.

Critical Path Development Milestone	Deadline to achieve Critical Path Development Milestone
BEHIND THE METER DISTRIBUTED GENERATION/DISTRIBUTED GENERATION AND STORAGE <i>{SCE Note: Delete all other Product-specific Milestones}</i>	
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Generating Facility(ies) and the completed applications for interconnection with the Distribution Provider that would be eligible under this Agreement to be included in the Project with capacity that is equal to 50% of Expected Capacity Savings	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
Obtain SunSpec 2030.5/CSIP Certification	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Generating Facility(ies) and the completed applications for interconnection with the Distribution Provider that would be eligible under this Agreement to be included in the Project with capacity that is equal to 100% of Expected Capacity Savings	<i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 25% or more of the Expected Capacity Savings	<i>[SCE Note: insert date that is 11 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 50% or more of the Expected Capacity Savings	<i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 75% or more of the Expected Capacity Savings	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 100% or more of the Expected Capacity Savings	<i>[SCE Note: insert date that is 8 months prior to Project Completion Deadline]</i>
25% or more of Expected Capacity Savings has been installed in accordance with <u>Exhibit B</u> and is operational	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>

	<i>prior to Project Completion Deadline]</i>
50% or more of Expected Capacity Savings has been installed in accordance with <u>Exhibit B</u> and is operational	<i>[SCE Note: insert date that is 6 months prior to Project Completion Deadline]</i>
75% or more of Expected Capacity Savings has been installed in accordance with <u>Exhibit B</u> and is operational	<i>[SCE Note: insert date that is 3 months prior to Project Completion Deadline]</i>
Complete cybersecurity walkdown (if requested by SCE)	<i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i>
Resolve cybersecurity issues (if any) identified by SCE	<i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i>
DEMAND RESPONSE	
<i>{SCE Note: Delete all other Product-specific Milestones}</i>	
Provide redacted copies of existing and enforceable contracts between Seller and Customers that would be eligible under this Agreement to be included in the Product representing capacity that is equal to 25% of Contract Capacity	<i>[SCE Note: insert date that is 15 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customers that would be eligible under this Agreement to be included in the Product representing capacity that is equal to 50% of Contract Capacity	<i>[SCE Note: insert date that is 13 months prior to Project Completion Deadline]</i>
Obtain SunSpec 2030.5/CSIP Certification (if applicable)	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customers that would be eligible under this Agreement to be included in the Product representing capacity that is equal to 75% of Contract Capacity	<i>[SCE Note: insert date that is 11 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customers that would be eligible under this Agreement to be included in the Product representing capacity that is equal to 100% of Contract Capacity	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>

Submit completed applications for interconnection with the Distribution Provider for each Storage Unit needed to meet the Minimum Energy Storage Capacity	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>
File for all material Permits for each Storage Unit needed to meet the Minimum Energy Storage Capacity	<i>[SCE Note: insert date that is 8 months prior to Project Completion Deadline]</i>
Sign purchase order for <i>[SCE Note: TBD Major Equipment]</i> needed to construct the Project at a size equal to the Minimum Energy Storage Capacity	<i>[SCE Note: insert date that is 7 months prior to Project Completion Deadline]</i>
Execute an interconnection agreement with Distribution Provider for each Storage Unit in the Project needed to meet the Minimum Energy Storage Capacity	<i>[SCE Note: insert date that is 7 months prior to Project Completion Deadline]</i>
Complete cybersecurity walkdown (if requested by SCE)	<i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i>
Resolve cybersecurity issues (if any) identified by SCE	<i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i>
Obtain all material Permits for each Storage Unit needed to meet the Minimum Energy Storage Capacity	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>
ENERGY EFFICIENCY (METER-BASED APPROACH)	
<i>{SCE Note: Delete all other Product-specific Milestones}</i>	
Engagement of, and performance of preliminary audits (including technical feasibility) at locations of Customer(s) who qualify for inclusion under this Agreement that have a combined load for the prior year that is reasonably capable of meeting or exceeding the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 18 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is reasonably capable of meeting or exceeding 50% of the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 15 months prior to Project Completion Deadline]</i>

Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is reasonably capable of meeting or exceeding 100% of the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
File for all Permits for Measures needed to meet the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 11 months prior to Project Completion Deadline]</i>
Commenced construction at locations of Customer(s) that would be eligible under this Agreement to be included in the Project who qualify for inclusion under this Agreement that have a combined load for the prior year that is reasonably capable of meeting or exceeding the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i>
25% or more of Expected Capacity that is reasonably capable of meeting or exceeding 25% of the Expected Measured Monthly Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the Project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>
50% or more of Expected Capacity that is reasonably capable of meeting or exceeding 50% of the Expected Measured Monthly Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the Project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 6 months prior to Project Completion Deadline]</i>
75% or more of Expected Capacity that is reasonably capable of meeting or exceeding 75% of the Expected Measured Monthly Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the Project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 3 months prior to Project Completion Deadline]</i>
Complete cybersecurity walkdown (if requested by SCE)	<i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i>
Resolve cybersecurity issues (if any) identified by SCE	<i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i>
100% or more of Expected Capacity that is reasonably capable of meeting or exceeding 100% of the Expected Measured Monthly Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the Project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>
Obtain all Permits for Measures needed to meet the Expected Measured Monthly Deferral Savings	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>

ENERGY EFFICIENCY (CUSTOMIZED CALCULATED APPROACH)	
<i>{SCE Note: Delete all other Product-specific Milestones}</i>	
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is projected to be capable of meeting or exceeding 50% of each of the Expected Deferral Savings	<i>[SCE Note: insert date that is 15 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is projected to be capable of meeting or exceeding 100% of each of the Expected Deferral Savings	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
25% or more of Expected Capacity that is reasonably capable of meeting or exceeding 25% of the Expected Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the project was installed in accordance with <u>Exhibit B</u> and is operational. Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is projected to be capable of meeting or exceeding 75% of each of the Expected Deferral Savings	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>
50% or more of Expected Capacity that is reasonably capable of meeting or exceeding 50% of the Expected Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the project was installed in accordance with <u>Exhibit B</u> and is operational. Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) that would be eligible under this Agreement to be included in the Project representing a combined load for the prior year that is projected to be capable of meeting or exceeding 100% of each of the Expected Deferral Savings	<i>[SCE Note: insert date that is 6 months prior to Project Completion Deadline]</i>
75% or more of Expected Capacity that is reasonably capable of meeting or exceeding 75% of the Expected Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 3 months prior to Project Completion Deadline]</i>
Complete cybersecurity walkdown (if requested by SCE)	<i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i>
Resolve cybersecurity issues (if any) identified by SCE	<i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i>
100% or more of Expected Capacity that is reasonably capable of meeting or exceeding 100% of the Expected Deferral Savings has been installed, and SCE has accepted the Post-Installation Report which verified the project was installed in accordance with <u>Exhibit B</u> and is operational.	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>

Obtain all Permits for Measures needed to meet the Expected Measured Energy Savings and Expected Deferral Savings	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>
PERMANENT LOAD SHIFT—BATTERY STORAGE <i>{SCE Note: Delete all other Product-specific Milestones}</i>	
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Storage Unit(s) and the completed applications for interconnection with the Distribution Provider that would be eligible under this Agreement to be included in the Project with capacity that is reasonably capable of meeting or exceeding 50% of the Expected Shifted Energy Savings	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
Obtain SunSpec 2030.5/CSIP Certification (if applicable)	<i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i>
Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Storage Units and the completed applications for interconnection with the Distribution Provider that would be eligible under this Agreement to be included in the Project with capacity that is reasonably capable of meeting or exceeding 100% of the Expected Shifted Energy Savings	<i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 25% or more of the Expected Capacity	<i>[SCE Note: insert date that is 11 months prior to Project Completion Deadline]</i>
File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 50% or more of the Expected Capacity	<i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i>

<p>File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 75% or more of the Expected Capacity</p>	<p><i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i></p>
<p>File for all material Permits and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 100% or more of the Expected Capacity</p>	<p><i>[SCE Note: insert date that is 8 months prior to Project Completion Deadline]</i></p>
<p>25% or more of Expected Capacity that is reasonably capable of meeting or exceeding 25% of the Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational</p>	<p><i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i></p>
<p>50% or more of Expected Capacity that is reasonably capable of meeting or exceeding 50% of the Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational</p>	<p><i>[SCE Note: insert date that is 6 months prior to Project Completion Deadline]</i></p>
<p>75% or more of Expected Capacity that is reasonably capable of meeting or exceeding 75% of the Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational</p>	<p><i>[SCE Note: insert date that is 3 months prior to Project Completion Deadline]</i></p>
<p>Complete cybersecurity walkdown (if requested by SCE)</p>	<p><i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i></p>

<p>Resolve cybersecurity issues(if any) identified by SCE</p>	<p><i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i></p>
<p style="text-align: center;">PERMANENT LOAD SHIFT—THERMAL</p> <p style="text-align: center;"><i>{SCE Note: Delete all other Product-specific Milestones}</i></p>	
<p>Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Thermal Storage Unit(s) that would be eligible under this Agreement to be included in the Project with capacity that is reasonably capable of meeting or exceeding 50% of each of the Expected Capacity Savings and Expected Shifted Deferral Savings</p>	<p><i>[SCE Note: insert date that is 12 months prior to Project Completion Deadline]</i></p>
<p>Provide redacted copies of existing and enforceable contracts between Seller and Customer(s) to install Thermal Storage Unit(s) that would be eligible under this Agreement to be included in the Project with capacity that is reasonably capable of meeting or exceeding 100% of each of the Expected Capacity Savings and Expected Shifted Deferral Savings</p>	<p><i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i></p>
<p>File for all material Permits (e.g., HVAC building permit) and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 25% or more of the Expected Capacity Savings</p>	<p><i>[SCE Note: insert date that is 11 months prior to Project Completion Deadline]</i></p>
<p>File for all material Permits (e.g., HVAC building permit) and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 50% or more of the Expected Capacity Savings</p>	<p><i>[SCE Note: insert date that is 10 months prior to Project Completion Deadline]</i></p>
<p>File for all material Permits (e.g., HVAC building permit) and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 75% or more of the Expected Capacity Savings</p>	<p><i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i></p>

File for all material Permits (e.g., HVAC building permit) and execute the purchase order(s) for the <i>[SCE Note: TBD major equipment]</i> needed to construct the Project at a size equal to 100% or more of the Expected Capacity Savings	<i>[SCE Note: insert date that is 8 months prior to Project Completion Deadline]</i>
25% of the Expected Capacity Savings and Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational	<i>[SCE Note: insert date that is 9 months prior to Project Completion Deadline]</i>
50% of the Expected Capacity Savings and Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational	<i>[SCE Note: insert date that is 6 months prior to Project Completion Deadline]</i>
75% of the Expected Capacity Savings and Expected Shifted Deferral Savings has been installed in accordance with Exhibit B and is operational	<i>[SCE Note: insert date that is 3 months prior to Project Completion Deadline]</i>
Complete cybersecurity walkdown (if requested by SCE)	<i>[SCE Note: insert date that is 120 days prior to Project Completion Deadline]</i>
Resolve cybersecurity issues (if any) identified by SCE	<i>[SCE Note: insert date that is 60 days prior to Project Completion Deadline]</i>
100% of the Expected Capacity Savings and Expected Shifted Deferral Savings has been in accordance with Exhibit B and is operational	<i>[SCE Note: insert date that is 1 month prior to Project Completion Deadline]</i>

	<i>Completion Deadline]</i>
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If Seller fails to achieve a Critical Path Development Milestone on or before the applicable deadline Seller may cure such failure; provided, that

- (a) Within ten (10) Business Days after any such failure, Seller either (i) completes the Critical Path Development Milestone or (ii) submits to SCE (A) a written description of the reason for the failure, (B) the date Seller expects it will achieve completion of the missed Critical Path Development Milestone (“CPD Milestone Extension Date”), and (C) a written recovery plan for completing all necessary work to achieve completion of the missed Critical Path Development Milestone, the remaining Critical Path Development Milestones, and the Project Completion Date by the Project Completion Deadline (the “Recovery Plan”). The Recovery Plan shall also include an updated milestone schedule with revised dates for each remaining Critical Path Development Milestone, which updated milestone schedule shall be subject to acceptance by SCE, in its reasonable discretion.
- (b) Seller shall commence the work contemplated by the Recovery Plan within five (5) days after submitting such Recovery Plan to SCE.
- (c) Seller shall be solely responsible for any costs or expenses incurred by Seller as a result of the formulation and implementation of the Recovery Plan.
- (d) If Seller fails in any material respect, as reasonably determined by SCE, to: (i) meet the requirements of the Recovery Plan; (ii) make sufficient progress in effecting the Recovery Plan; or (iii) achieve completion of the missed Critical Path Development Milestone by the CPD Milestone Extension Date, such failure shall not be subject to a further attempt to cure.
- (e) Seller may cure a failure under this Section 4.07 only once during the Term.

Nothing in this Section 4.07 shall be construed to: (x) relieve Seller of its obligations under this Agreement; (y) modify the deadlines for achieving the remaining Critical Path Development Milestones (except for the one-time update to the milestone schedule pursuant to Section 4.07(a) above and the missed Critical Path Development Milestone which Seller is attempting to cure under this Section 4.07); or (z) relieve Seller of its obligation to timely achieve the Project Completion Date by the Project Completion Deadline.

ARTICLE 5. INTERCONNECTION; METERING; TESTING

5.01 Transmission and Interconnection.

(a) Interconnection Studies.

Seller shall be responsible for all fees and costs associated with interconnecting the Project to the T&D Provider's electric system, including (if applicable) the following:

- (i) Funding for any apparatus, modifications, and upgrades to the T&D Provider's electric system, the CAISO Controlled Grid or, if applicable, Affected System (as defined in the CAISO Tariff) that are required at or beyond the Interconnection Point to accommodate the Project's output ("Network Upgrades") (any refund of such fees and costs will be consistent with the CAISO Tariff);
- (ii) All costs (including interconnection costs and transmission losses) arising from, relating to or associated with transmission of electric energy from the Project to the T&D Provider's system or the CAISO Controlled Grid.

Seller shall also perform any additional obligations listed in Section 5.01 of Attachment 1.

(b) Interconnection Queue Position.

Seller shall not withdraw any Interconnection Queue Position related to the Project or assign or transfer that Interconnection Queue Position to any entity or for the benefit of any other agreement other than this Agreement without SCE's prior written consent.

5.02 Metering, Communications, Dispatch, and Telemetry.

Metering, communications, dispatch, and telemetry requirements for the Project are as set forth in Section 5.02 of Attachment 1.

5.03 Testing.

Testing requirements for Project are as set forth in Section 5.03 of Attachment 1.

5.04 Certification.

[Intentionally Omitted]

5.05 Cyber Security Precautions.

Seller shall implement reasonable administrative, technical, and physical safeguards, including any specific safeguards specified herein and from time to time by SCE, to protect the security and integrity of SCE's systems. Without limitation, Seller shall comply with all provisions of the Cyber Requirements and shall immediately notify SCE via email to Cybersecurity@sce.com and to SCE Contract Administration if it knows or reasonably believes that it is not in compliance with any of the Cyber Requirements.

Any reasonably suspected or confirmed Cyber Incident must be reported to SCE via email to the Cybersecurity email listed in Exhibit E, as soon as possible but in no event more than one Business Day after Seller's awareness of the event. Notification shall include the nature of the event, date and time of the event, suspected amount and type of information exposed and steps being taken to investigate the circumstances of the exposure. Seller shall cooperate and assist SCE in the investigation, analysis and resolution of Cyber Incidents affecting SCE's systems. Seller shall provide SCE with details of the investigation and final disposition of the Cyber Incident relevant to the services provided to SCE or which may impact the confidentiality, integrity or availability of those services or of SCE information.

In addition to the above, Seller shall: (x) regularly scan systems for vulnerabilities, (y) rank all vulnerabilities and promptly remediate detected vulnerabilities ranked as critical, high or moderate, and (z) use commercially reasonable efforts to identify any critical, high or moderate vulnerabilities, risks or threats that could potentially impact SCE, and shall notify SCE in writing within one (1) Business Day after such identification. If Seller determines that it cannot remediate any such potential or detected vulnerabilities, risk or threats within 30 days after identifying any such potential or detected vulnerabilities, risks, or threats, it shall promptly notify SCE in writing. Seller's notification shall provide detailed information describing the controls used to mitigate these vulnerabilities, risks or threats.

Seller shall also perform any additional obligations listed in Section 5.05 of Attachment 1.

ARTICLE 6. SELLER'S OPERATION, MAINTENANCE AND REPAIR OBLIGATIONS**6.01 Seller's Operation and Record Keeping Obligations.**

- (a) Seller shall maintain all Permits, licenses, certifications and approvals necessary for the operation and maintenance of the Project, and shall operate the Project in accordance with Prudent Electrical Practices, Applicable Laws, Permit Requirements, and Industry Standards.

- (b) Seller shall maintain all records applicable to the Project, including those set forth in Section 6.01 of Attachment 1. Information maintained pursuant to this Section 6.01(b) shall be retained throughout the Delivery Period and for four (4) years thereafter, and made available or provided to SCE within fifteen (15) days after SCE's request.
- (c) SCE or the CAISO may require Seller, at Seller's expense, to demonstrate to SCE's reasonable satisfaction the correct calibration and operation of any Protective Apparatus required as part of the Project any time SCE or the CAISO has reason to believe that the Protective Apparatus may impair the integrity of the T&D Provider's electric system or the CAISO Controlled Grid.
- (d) DERs Real-Time Services.
 - (i) As a part of the Project, Seller agrees to install and implement DERs to DERMS interfaces that provide SCE with access to real-time monitoring (and, in the case of Projects that are dispatchable by SCE, such as Demand Response Projects, real-time control) of the Project ("DERs Real-Time Services") at any time during the Term as requested by SCE, consistent with SCE's specifications and otherwise satisfactory to SCE, and including the installation of any necessary telemetry or equipment required for such DERs Real-Time Services and providing any information reasonably requested by SCE in connection with such DERs Real-Time Services. Seller shall be responsible for all costs and expenses to install, test, implement and support DERs Real-Time Services. If the Project is dispatchable by SCE (e.g., Demand Response), Seller shall cause the Project to comply with: (A) SCE's IEEE DER 2030.5 requirements, which can be found at <https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>, if Seller has a portfolio that contains resources interconnected under Rule 21 of the SCE Tariff, or (B) SCE's Distributed Network Protocol 3 (DNP3) communications protocol which can be found at <https://www.sce.com/business/savings-incentives/integrated-distributed-energy-resources-partnership-pilot>, if Seller has a portfolio consisting exclusively of non-interconnected resources. Seller shall obtain, and shall maintain at all times during the Delivery Period, SunSpec 2030.5/CSIP Certification for its software utilized in DERs Real-Time Services.
 - (ii) Notwithstanding the foregoing, this Section 6.01(d) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures.

- (e) Seller shall perform any additional obligations set forth in Section 6.01 of Attachment 1.

6.02 Seller's Maintenance and Repair Obligations.

- (a) Seller shall inspect, maintain, repair and, if necessary, replace, the Project, and any component or portion thereof, in accordance with applicable Industry Standards and take all actions necessary in order to provide the Product to SCE in accordance with the terms of this Agreement. Seller shall maintain, and deliver to SCE upon request, maintenance and repair records of the Project. Notwithstanding the foregoing, this Section 6.02(a) shall not be applicable to Projects consisting solely of Energy Efficiency measures.
- (b) Seller shall inspect, maintain and repair any SCADA, DERMS and telemetry equipment associated with the Project. Seller will promptly notify SCE of any malfunction, outage or other condition affecting such equipment that could impair the ability of the Project to respond to Dispatch instructions or SCE's ability to monitor the Project by telephoning SCE's Grid Security Operations Center (GSOC) at the telephone number(s) listed in Exhibit E within ten (10) minutes after the commencement of the event. Seller shall promptly prepare and provide to SCE, using the Web Client or email to GSOC as instructed by SCE, all reports related to such event that SCE may reasonably require for purposes of compliance with Applicable Laws.
- (c) If a Party observes non-responsive system communication from the other Party, such Party will promptly contact the other Party by telephoning Real-Time Scheduling (and, in the case of SCE, SCE's Grid Security Operations Center (GSOC)) at the telephone number(s) listed in Exhibit E. If SCE issues a Dispatch Instruction while system communication is known to be non-responsive, SCE will exercise good faith reasonable efforts to notify Seller of the Dispatch Instruction by telephoning GSOC at Seller's telephone number(s) listed in Exhibit E.
- (d) Seller shall perform any additional obligations set forth in Section 6.02 of Attachment 1.

6.03 Additional Operation, Maintenance and Repair Requirements.

Additional operation, maintenance and repair requirements are set forth in Section 6.03, and following, of Article 6 of Attachment 1.

ARTICLE 7. CREDIT AND COLLATERAL

7.01 Development Security.

(a) Amount.

Seller shall post and thereafter maintain Development Security equal to *{SCE Note: Development Security will be calculated based on Integrated Distributed Energy Resources Partnership Pilot Instructions.}*.

(b) Posting Requirements.

Seller shall post the Development Security in accordance with the following terms and conditions:

- (i) Seller shall post the Development Security within five (5) Business Days following the Effective Date;
- (ii) The Development Security must be in the form of cash or a Letter of Credit; and
- (iii) The Development Security and any interest accrued thereon in accordance with Section 7.03(a) shall be held by SCE as security for Seller (A) achieving the Project Completion Date on or before the Project Completion Deadline, (B) achieving the Initial Delivery Date on or before the Initial Delivery Deadline, and (C) demonstrating that the Project is capable of providing the Contracted Amount in accordance with the terms of this Agreement.

(c) Return of Development Security.

If no Event of Default with respect to Seller has occurred and is continuing, and no Early Termination Date has occurred or been designated as the result of an Event of Default with respect to Seller, then:

- (i) As soon as reasonably practicable after the Initial Delivery Date, SCE shall return to Seller the Development Security including any interest accrued thereon pursuant to Section 7.03(a).
- (ii) As soon as reasonably practicable after the termination of this Agreement by either Party pursuant to Sections 2.07, 8.03(a), or 10.05, SCE shall return to Seller the full Development Security, including any interest accrued pursuant to Section 7.03(a); provided, a termination under Article 8 only entitles Seller to a return of the Development Security if the termination is based on a Force Majeure that prevents the Initial Delivery Date from occurring on or before the Initial Delivery Deadline.

- (iii) Seller may, with SCE's consent, authorize SCE to retain cash or Letter(s) of Credit initially posted as Development Security as Performance Assurance posted under Section 7.02.

7.02 Performance Assurance.

(a) Amount.

At all times during the Delivery Period, Seller shall post and thereafter maintain Performance Assurance in an amount equal to {SCE *Note: Performance Assurance will be calculated based on Integrated Distributed Energy Resources Partnership Pilot Instructions.*}

(b) Posting Requirements.

Seller shall post the Performance Assurance in accordance with the following terms and conditions:

- (i) Seller shall post all of the Performance Assurance on or before the Initial Delivery Date;
- (ii) Performance Assurance must be in the form of cash or a Letter of Credit; and
- (iii) The Performance Assurance and any interest accrued thereon in accordance with Section 7.03(a) shall be held by SCE as security for Seller's performance of its obligations under this Agreement.

(c) Return of Performance Assurance.

SCE shall return to Seller the unused portion of the Performance Assurance, including any interest accrued thereon pursuant to Section 7.03(a), as soon as reasonably practicable after (i) the Delivery Period has ended; and (ii) Seller has satisfied all monetary obligations which survive termination of this Agreement.

7.03 Administration of Project Security.

(a) Cash.

- (i) SCE shall calculate and pay to Seller an Interest Payment on any Project Security posted in cash, concurrently with the return of such Project Security to Seller in accordance with the terms of this Agreement.

- (ii) On or after the occurrence of an Event of Default with respect to the Seller or an Early Termination Date as a result of an Event of Default with respect to the Seller, SCE shall retain any Interest Payment as additional Project Security until the obligations of the Seller under this Agreement have been satisfied in the case of an Early Termination Date or for so long as such Event of Default is continuing in the case of an Event of Default; provided that, any Interest Payment amount that is held by SCE as an additional Project Security amount shall not accrue interest in accordance with Section 7.03(a)(i).
 - (iii) SCE shall have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise use in its business any cash that it holds as Project Security hereunder, free from any claim or right of any nature whatsoever of Seller, including any equity or right of redemption by Seller.
- (b) Letters of Credit.
- (i) Each Letter of Credit shall be maintained for the benefit of SCE.
 - (ii) Seller shall:
 - (A) renew or cause the renewal of each outstanding Letter of Credit no less than twenty (20) Business Days before its expiration;
 - (B) if the issuer of an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide alternative Project Security no less than twenty (20) Business Days prior to its expiration; and
 - (C) if the issuer of a Letter of Credit fails to honor SCE's properly documented request to draw on an outstanding Letter of Credit, provide substitute Project Security within three (3) Business Days after such refusal.
 - (iii) Upon the occurrence of a Letter of Credit Default, Seller shall provide to SCE alternative Project Security on or before the third (3rd) Business Day after the occurrence thereof (or the fifth (5th) Business Day after the occurrence thereof if only clause (a) under the definition of Letter of Credit Default applies).

- (iv) Upon or at any time after the occurrence and continuation of an Event of Default by Seller, SCE may draw on the entire undrawn portion of any outstanding Letter of Credit upon submission to the issuer of such Letter of Credit of one or more certificates specifying that such Event of Default has occurred and is continuing. In addition, SCE will have the right to draw on the Letter of Credit for any of the reasons set forth in such Letter of Credit or its accompanying draw certificate.
 - (v) Cash proceeds received by SCE from drawing upon the Letter of Credit shall be deemed Project Security for Seller's obligations to SCE, and SCE shall have the rights and remedies set forth in this Agreement with respect to such cash proceeds.
 - (vi) In all cases, all costs associated with a Letter of Credit, including the costs and expenses of establishing, renewing, substituting, canceling, and changing the amount of a Letter of Credit shall be borne by Seller.
- (c) Liability Following Application of Collateral. Notwithstanding SCE's use of cash collateral or receipt of cash proceeds of a drawing under the Letter of Credit, Seller shall remain liable for:
- (i) Any failure to provide or maintain the required Project Security if, following such application, the remaining Project Security is less than the amount required hereunder (including failure to replenish cash collateral or a Letter of Credit to the full Project Security amount in the event that SCE uses the cash collateral or draws against the Letter of Credit for any reason other than to satisfy a Termination Payment); or
 - (ii) Any amounts owing to SCE that remain unpaid after the application of the amounts drawn by SCE.

7.04 Grant of Security Interest.

To secure its performance of its obligations under this Agreement, and until released as provided herein, Seller hereby grants to SCE a present and continuing first-priority security interest ("Security Interest") in, and lien on (and right of setoff against), and assignment of the Project Security and any and all proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of SCE.

7.05 Remedies.

- (a) Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, SCE, if it is the Non-Defaulting Party, may do any one or more of the following:
 - (i) exercise any of its rights and remedies with respect to the Project Security, including any such rights and remedies under Applicable Laws;
 - (ii) exercise any of its rights of setoff against any and all property of Seller in the possession of SCE or its agent;
 - (iii) draw on any outstanding Letter of Credit issued for its benefit; and
 - (iv) liquidate any Project Security then held by or for the benefit of SCE free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.
- (b) SCE shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement, subject to SCE's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.
- (c) SCE shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. Seller shall in all events remain liable to SCE for any amount payable by Seller in respect of any of its obligations remaining unpaid after any such liquidation, application and set off.

7.06 Credit and Collateral Covenants.

- (a) Seller shall, from time to time as requested by SCE, take such actions and execute, acknowledge, record, register, deliver and file such notices, statements, instruments and other documents as may be necessary or advisable to perfect the Security Interest.
- (b) During any period during which Seller is a Defaulting Party, Seller shall not:
 - (i) Declare or pay any dividend, or make any other distribution or payment, on account of any equity interest in Seller; or
 - (ii) Otherwise make any distribution or payment to any Affiliate of Seller.
- (c) If Seller is a Special Purpose Entity, then:

- (i) Seller shall not cause or permit the stock, equity ownership interest in Seller or assets of Seller to be pledged or assigned as collateral or otherwise to any party other than Lender under a Collateral Assignment Agreement.
- (ii) Seller shall not hold any material assets, become liable for any material obligations or engage in any material business activities other than the development, construction and operation of the Project.
- (iii) Seller shall not own, form or acquire, or otherwise conduct any of its activities through, any direct or indirect subsidiary.

7.07 California Commercial Code Waiver.

This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral, financial assurances and adequate assurances. Except as expressly set forth in this Agreement, including in Article 7 and Article 10, neither Party:

- (a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or
- (b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of Article 7 and Article 10; and all implied rights relating to financial assurances arising from Section 2609 of the California Commercial Code or case law applying similar doctrines, are hereby waived.

7.08 Financial Information.

Each Party, if requested by the other Party, shall deliver the following financial statements, which in all cases must be for the most recent accounting period and prepared in accordance with GAAP or IFRS:

- (a) Within one hundred twenty (120) days following the end of each fiscal year, a copy of its annual report containing audited (or unaudited, if Seller does not otherwise prepare audited financial statements) consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year, setting forth in each case, in comparative form, the figures for the previous year for the Party; and

- (b) Within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of its quarterly report containing unaudited consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case, in comparative form, the figures for the previous year for the Party.

In each case, the financial statements specified above must be certified in accordance with all Applicable Laws, including all applicable SEC rules and regulations, if such Party is an SEC reporting company, or certified by the chief financial officer, controller, treasurer or any assistant treasurer of a Party, or any employee of a Party designated by any of the foregoing, as being fairly stated in all material respects (subject to normal year-end audit adjustments) if such Party is not an SEC reporting company.

A Party shall be deemed to have met the requirements of this Section 7.08 if its financial statements are publicly available electronically on its or the SEC's website.

Unavailability of financial statements required hereunder due to a delay in preparation or certification shall not be an Event of Default so long as the producing Party diligently pursues the preparation, certification and delivery of such statements.

ARTICLE 8. FORCE MAJEURE

8.01 No Default for Force Majeure.

Neither Party will be considered to be in default in the performance of any of its obligations set forth in this Agreement when and to the extent failure of performance is caused by Force Majeure; provided, a failure to make payments when due that accrued prior to the Force Majeure event shall not be excused.

8.02 Force Majeure Claim.

If, because of a Force Majeure, either Party is unable to perform its obligations under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure only to the extent so affected; provided:

- (a) the Claiming Party, no more than fourteen (14) days after the initial occurrence of the claimed Force Majeure, gives the other Party Notice describing the particulars of the occurrence;
- (b) the Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes a Force Majeure as defined in this Agreement;

- (c) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- (d) as soon as the Claiming Party is able to resume performance of its obligations under this Agreement, it shall do so and shall promptly give the other Party Notice of this resumption.

8.03 Termination.

- (a) If the Project Completion Date does not occur on or before the Project Completion Deadline as the result of a Force Majeure occurring before the Project Completion Deadline and Seller is the Claiming Party, then the Project Completion Deadline will, subject to Sections 2.04 and 2.05 and Seller's compliance with its obligations as the Claiming Party under this Article 8, be extended on a day-for-day basis for the duration of the Force Majeure; provided, if (i) the Project Completion Date does not occur before the Initial Delivery Deadline and (ii) such Force Majeure extension coincides with and extends beyond the Initial Delivery Deadline, then either Party may terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is provided. For the avoidance of doubt, there shall be no extension of the Initial Delivery Deadline, for Force Majeure or otherwise.

If either Party exercises its termination right pursuant to this Section 8.03(a), no Termination Payment will be due or owing by either Party, and Seller will be entitled to a return of any Development Security.

- (b) During the Delivery Period, either Party may terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is provided, if (i) an event of Force Majeure extends for more than ninety (90) consecutive days and materially and adversely affects the operations of the Claiming Party, or (ii) the Project is destroyed or rendered inoperable by a Force Majeure, and an independent, third-party engineer determines in writing that the Project cannot be repaired or replaced within six (6) months after the first day of such Force Majeure.

If either Party exercises its termination right pursuant to this Section 8.03(b), no Termination Payment will be due or owing by either Party, and Seller will be entitled to a return of any Performance Assurance.

ARTICLE 9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.01 Representations and Warranties of Both Parties.

As of the Effective Date, each Party represents and warrants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) It has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Applicable Laws;
- (d) This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, subject to any Equitable Defenses;
- (e) It is not Bankrupt and there are not proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
- (f) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceedings that could materially and adversely affect its ability to perform under this Agreement;
- (g) No Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (h) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement;
- (i) It has entered into this Agreement in connection with the conduct of its business and it has the capability or ability to make available or take delivery of, as applicable, the Product under this Agreement in accordance with the terms of this Agreement; and
- (j) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

9.02 Additional Seller Representations and Warranties.

- (a) As of the Effective Date, Seller represents and warrants to SCE that:

- (i) Seller is/ is not *{SCE note: select applicable option}* an entity formed solely to engage in the development, construction and operation of the Project (a “Special Purpose Entity”)
 - (ii) If the Project utilizes Energy Storage, Seller has provided to SCE a list of services that Seller currently provides to SCE or to any other entity using the Storage Unit(s), in addition to the Product delivered to SCE under this Agreement.
- (b) As of the Initial Delivery Date, Seller represents and warrants to SCE that the Project, and each Storage Unit (if any) included within the Project:
 - (i) has a remaining design life that is at least equal to the number of years required for the Project to operate until the end of the Term in accordance with Prudent Electrical Practices, as attested by an Independent Engineer;
 - (ii) is incremental capacity to the *{SCE note: insert applicable circuit/substation}*; and
- (c) On each day on which Project Security in the form of cash is held by SCE under this Agreement, Seller hereby represents and warrants that:
 - (i) Seller has good title to and is the sole owner of such Project Security;
 - (ii) Upon the posting of Project Security by Seller to SCE, SCE shall have a valid and perfected first priority continuing security interest therein, free of any liens, claims or encumbrances, except those liens, security interests, claims or encumbrances arising by operation of law that are given priority over a perfected security interest; and
 - (iii) Seller is not and will not become a party to or otherwise be bound by any agreement, other than this Agreement, which restricts in any manner the rights of any present or future holder of any of the Project Security with respect hereto.
- (d) On the Project Completion Date, the Initial Delivery Date, and each day Seller provides information to SCE or updates Exhibit B, Seller hereby represents and warrants that: (i) the information contained in Exhibit B is correct and accurate and (ii) Seller has provided SCE with true and correct, up-to-date copies of all documents, if any, related to the interconnection of the Project.

- (e) As of the Effective Date, Seller represents and warrants to SCE that it has not received notice from or been advised by any existing or potential supplier or service provider or by any Customer that is part of the Project that the disease designated COVID-19 or the related virus designated SARS-CoV-2, or any mutation or variant thereof, have caused, or are reasonably likely to cause, a delay in the construction of the Project or the delivery of materials necessary to complete the Project, in each case that would cause the Initial Project Completion Date to be later than the Expected Project Completion Date. *[SCE Note: retain or remove as circumstances warrant.]*
- (f) Seller is not and has not been a party to any current, pending, threatened or resolved enforcement action of any government agency, or any consent decree or settlement with any governmental agency or private person or entity regarding any failure in Seller's data security safeguards, or otherwise regarding information privacy or security. Seller further represents that it has read and understood the Cyber Requirements, and that Seller is fully compliant with the Cyber Requirements. Seller further warrants that, throughout the term of the Agreement and as required in Section 14.01(h) ("Survival"), Seller will continue to comply fully with the Cyber Requirements.
- (g) All of Seller's personnel, subcontractors and independent contractors involved with the Project have the requisite qualifications, education, experience, technical certifications training and education degrees provide the Product in a competent, workmanlike manner in accordance with Applicable Laws, Prudent Electrical Practices, and the provisions of this Agreement including the Cyber Requirements.
- (h) Seller also makes the additional representations and warranties (if any) set forth in Section 9.02 of Attachment 1.

9.03 SCE Covenants.

- (a) SCE shall maintain and preserve its existence as a corporation formed under the laws of the State of California and all material rights, privileges and franchises necessary or desirable to enable it to perform its obligations under this Agreement.
- (b) SCE shall, comply with Applicable Laws with respect to the Product arising out of or in connection with SCE's actions or inactions after taking delivery of the Product.

9.04 Seller Covenants.

- (a) Seller shall maintain ownership of and demonstrable exclusive rights to the Project throughout the Term.
- (b) Seller shall deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person.
- (c) Seller shall obtain, maintain and remain in compliance with all Permits, agreements (including interconnection agreements) and rights (including transmission rights) necessary to operate the Project and provide the Product to SCE in accordance with this Agreement.
- (d) Seller shall maintain and preserve its existence as a *[insert applicable corporate incorporation information]* formed under the laws of the State of *[XX]* and all material rights, privileges and franchises necessary or desirable to enable it to perform its obligations under this Agreement.
- (e) If Seller agrees to use any Storage Unit(s) associated with the Project to provide any services to SCE or to any other entity in addition to the Product delivered to SCE under this Agreement, Seller shall:
 - (i) Inform SCE regarding such additional services in writing prior to providing such additional services. Upon SCE's request, Seller shall provide SCE with an update regarding any previously reported additional services or any new additional services delivered to SCE or any other entity and
 - (ii) Provide the services in compliance with the rules set forth in CPUC Decision (D.) 18-01-003 regarding multiple-use application issues for energy storage devices, as such rules are amended, modified or updated from time to time.
- (f) Seller shall furnish SCE, the CPUC, each applicable Governmental Authority, and the CAISO with such evidence as may reasonably be requested to demonstrate SCE's ownership of or exclusive right to the Product during the Delivery Period.
- (g) Seller shall, and shall cause the SC (if any) to, comply with Applicable Laws relating to the Project and the Product.
- (h) Throughout the Delivery Period:
- (i) Seller shall provide Notice to SCE within five (5) Business Days after a change in the status of Seller's exact and complete name, form of organization, direct

or indirect ownership and state of incorporation or organization, or address of Seller's principal place of business. No Notice provided pursuant to this Section 9.04(i) constitutes or substitutes for any consent required pursuant to Sections 14.04(a)-(d).

- (j) Seller shall immediately notify Buyer if it knows or reasonably believes that it is not in compliance with the requirements of the Supplier Code of Conduct. The Edison International Supplier Code of Conduct, which may be updated from time to time, is located at <https://www.edison.com/content/dam/eix/documents/investors/corporate-governance/supplier-code-of-conduct.pdf>, and is hereby incorporated into this Agreement.
- (k) Seller shall perform all covenants (if any) set forth in Section 9.04 of Attachment 1.

9.05 Customer Service Covenants.

(a) Customer Information.

Seller shall provide, for each Customer or Recruited Account associated with the Project, an authorization by which the Customer or Recruited Account authorizes data disclosure or account enrollment, by submitting a CPUC-approved form or by other method consistent with the SCE Tariff. SCE's provision of any information, usage or meter data to Seller shall be subject to the prior written authorization of the applicable Customer or Recruited Account. SCE has no obligation to verify the accuracy of any information provided to Seller hereunder.

(b) Advertising and Marketing.

Any and all marketing materials designed or developed by Seller that reference any SCE program will be subject to written approval from SCE Contract Administration prior to any distribution, circulation or publication. Seller is responsible for all marketing activities to customers; however, SCE, in its sole discretion, may assist Seller with advertising or marketing to SCE's customers. Seller shall not, nor shall Seller permit any of its subcontractors or independent contractors to use SCE's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without SCE's prior written consent, which may be withheld by SCE in its sole discretion.

(c) Security of Customer Information.

Seller shall implement reasonable administrative, technical, and physical

safeguards, including any specific safeguards specified herein and from time to time by SCE, to protect Customer information from unauthorized access, destruction, use, modification, or disclosure. Without limitation, Seller shall comply with all provisions of the Cyber Requirements and shall immediately notify SCE via email to Cybersecurity@sce.com and to SCE Contract Administration if it knows or reasonably believes that it is not in compliance with any of the Cyber Requirements.

An “EPI Incident” is:

- (i) Unless expressly authorized under this Agreement, any use, reproduction, distribution, transfer, disposition, disclosure, possession, memory input, alteration, erasure, damage, breach in the security, or other activity by a person or party other than SCE of
 - (A) Seller’s computing systems or equipment, including those that contain EPI, or
 - (B) SCE’s computing systems or equipment that contain EPI, if caused by the action or inaction of Seller; or
- (ii) Any unauthorized access to, interception of, disclosure or acquisition of such EPI.

Any reasonably suspected or confirmed EPI Incident must be reported to SCE via email to Cybersecurity@sce.com and SCE Contract Manager, as soon as possible but in no event more than one Business Day after Seller’s awareness of the event. Notification shall include the nature of the event, date and time of the event, suspected amount and type of information exposed and steps being taken to investigate the circumstances of the exposure. Seller shall cooperate and assist SCE in the investigation, analysis and resolution of EPI Incidents. Seller shall provide SCE with details of the investigation and final disposition of the EPI Incident relevant to the services provided to SCE or which may impact the confidentiality, integrity or availability of those services or of SCE information.

In addition to the above, Seller shall: (x) regularly scan systems for vulnerabilities, (y) rank all vulnerabilities and promptly remediate detected vulnerabilities ranked as critical, high or moderate, and (z) use commercially reasonable efforts to identify any critical, high or moderate vulnerabilities, risks or threats that could potentially impact SCE, and shall notify SCE in writing within one (1) Business Day after such identification. If Seller determines that it cannot remediate any such potential or detected vulnerabilities, risk or threats within 30 days after identifying any such

potential or detected vulnerabilities, risks, or threats, it shall promptly notify SCE in writing. Seller's notification shall provide detailed information describing the controls used to mitigate these vulnerabilities, risks or threats.

(d) Provision of Contractor Information.

Seller will provide to SCE a list of all Seller's direct and indirect subcontractors and any independent contractors associated with the Project, prior to any such person contacting any Customer in any manner.

9.06 Changes in Terminology Arising from CAISO RA Enhancement.

[Intentionally Omitted]

9.07 Change in Electric Market Design.

[Intentionally Omitted]

ARTICLE 10. EVENTS OF DEFAULT; TERMINATION

10.01 Events of Default.

An "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(a) With respect to either Party:

- (i) Such Party fails to make when due any payment required under this Agreement and this failure is not cured within five (5) Business Days after Notice of the failure;
- (ii) Any representation or warranty made by such Party herein 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, provided, if the misrepresentation or breach of warranty is capable of a cure, an Event of Default will be deemed to occur if the misrepresentation or breach of warranty is not remedied within five (5) Business Days after Notice from the non-breaching Party;
- (iii) Such Party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within thirty (30) days after Notice of the failure, which Notice sets forth in reasonable detail the nature of the failure; provided, if the failure is not reasonably capable of being cured within the thirty (30) day cure

period specified above, the Party will have such additional time (not exceeding an additional sixty (60) days) as is reasonably necessary to cure the failure, so long as the Party promptly commences and diligently pursues the cure; or

- (iv) Such Party becomes Bankrupt; or
 - (v) Such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of that Party under this Agreement either by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.
- (b) With respect to Seller:
- (i) Seller fails to satisfy the credit and collateral requirements set forth in Article 7, including failure to post or maintain Project Security, and such failure is not cured within three (3) Business Days after Notice from SCE;
 - (ii) Seller fails to achieve the Project Completion Date for the Project by the Project Completion Deadline except if (A) the cause of such failure is due to an event of Force Majeure, (B) Seller has complied with its obligations under Article 8 as the Claiming Party, and (C) this Agreement is subject to termination under Section 8.03(a);
 - (iii) Seller fails to achieve the Initial Delivery Date for the Project by the Initial Delivery Deadline;
 - (iv) Seller intentionally or knowingly delivers, or attempts to deliver, or Forecast if applicable, Product for sale under this Agreement that is not associated with the Project;
 - (v) A termination of, or cessation of service under, any agreement necessary for Seller:
 - (A) To interconnect the Project to the T&D Provider's electric system;
 - (B) To transmit the electric energy on the T&D Provider's electric system or charge or discharge the Project; or
 - (C) To comply with the CAISO Tariff and the SCE Tariff;

provided, if SCE and Seller mutually agree that a termination of, or cessation of service under, any such agreement is not due to the fault of Seller, Seller shall have thirty (30) days from such termination or cessation to cure such default;

- (vi) [Intentionally Omitted]
- (vii) Subject to the terms of a Collateral Assignment Agreement, which shall control in the event of any conflict or inconsistency with this Section 10.01(b)(vi), the occurrence and continuation of an event of default of Seller under one or more agreements or instruments relating to indebtedness for borrowed money, in the aggregate amount of not less than *[dollar amount text]* dollars (\$*[Number]*) *[amount to be determined by SCE]* which results in the indebtedness having been declared immediately due and payable.
- (viii) If Seller is a Special Purpose Entity, the stock or equity ownership interests in Seller or assets of Seller are directly or indirectly pledged or assigned, as collateral to any party other than Lender;
- (ix) Seller makes any material misrepresentation or omission in any report, documentation, or information required to be made or furnished by Seller pursuant to this Agreement and such misrepresentation or omission is not remedied within five (5) Business Days after Notice from SCE;
- (x) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, to any party other than SCE;
- (xi) Subject to Seller's one-time right to cure pursuant to Section 4.07, Seller fails to achieve a Critical Path Development Milestone on or before the deadline to achieve such Critical Path Development Milestone set forth in this Agreement;
- (xii) Seller fails to maintain the necessary Permits under Section 4.01 or, if applicable, its SunSpec 2030.5/Certification under Section 6.01(d);
- (xiii) Seller fails to provide a Project Progress Report in accordance with Section 4.06 and such failure is not remedied within five (5) Business Days after Notice from SCE;
- (xiv) Seller fails to comply with the cybersecurity requirements set forth in Section 5.05, Section 9.05, or Exhibit N; or

- (xv) Any additional Event of Default set forth in Section 10.01 of Attachment 1.

10.02 Early Termination Date.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the “Non-Defaulting Party”) shall have the right, by delivery of Notice to the Defaulting Party, to (a) designate a day, no earlier than the day such Notice is effective and no later than twenty (20) days after such Notice is effective, as an “Early Termination Date,” and to terminate this Agreement as of the Early Termination Date, (b) accelerate all amounts owing between the Parties under this Agreement, (c) withhold any payments due to the Defaulting Party under this Agreement, (d) suspend performance pending termination of this Agreement but excluding the obligation to post and maintain Project Security in accordance with Article 7; and (e) pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages and, where appropriate, specific performance or injunctive relief), except to the extent that such remedies are limited by the terms of this Agreement.

10.03 Notice of Termination Payment.

As soon as practicable after an Early Termination Date is declared, the Non-Defaulting Party shall provide Notice to the Defaulting Party of the Termination Payment, calculated in a commercially reasonable manner in accordance with Section 10.04. The Notice must include a written statement setting forth, in reasonable detail, the calculation of such Termination Payment, together with appropriate supporting documentation. The Defaulting Party shall pay such amount to the Non-Defaulting Party within five (5) Business Days after the Notice is provided.

The Parties shall negotiate in good faith to resolve any Disputes regarding the calculation of the Termination Payment. Any Disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through mediation and arbitration as provided in Article 12.

10.04 Calculation of Termination Payment.

(a) Termination Payment.

The Termination Payment shall be calculated as follows:

- (i) If Seller is the Defaulting Party, then the Termination Payment shall be owed to SCE and shall be equal to the entire Project Security amount and any interest accrued thereon. SCE shall be entitled to immediately retain for its own benefit those funds held as Project

Security and any interest accrued thereon, and any amount of Project Security that Seller has not yet posted with SCE will be immediately due and payable by Seller to SCE. There will be no amounts owed to Seller.

- (ii) If SCE is the Defaulting Party, then the Termination Payment shall be owed to Seller and shall be equal to the entire Project Security amount. There will be no amount owed to SCE.
- (iii) Each Party agrees that its damages in the event of an Early Termination Date caused by the other Party's default would be difficult or impossible to determine and that the damages set forth in this Section 10.04(a) are a reasonable approximation of its harm or loss.

(b) No-Fault Termination.

If either Party exercises a termination right as set forth in Sections 2.07, 8.03, or 10.05, the Termination Payment will be zero dollars (\$0), and, if the termination occurs before the Initial Delivery Date, Seller will be entitled to a return of any Development Security provided to SCE.

10.05 Additional Termination Rights.

(a) SCE Termination Right – Excess Network Upgrade Costs (Exporting Projects Only).

- (i) SCE has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is sixty (60) days after Seller provides to SCE the results of any Interconnection Study or interconnection agreement tendered to Seller (including any agreement tendered for interconnecting, or establishing service for, the Project for purposes of charging the Project with electric energy) by the T&D Provider if:
 - (A) Such Interconnection Study or agreement as of the date of the termination Notice, estimates, includes, specifies or reflects that the maximum total cost of transmission upgrades or new transmission facilities that are, or may become, reimbursable by SCE, the CAISO, or any T&D Provider under the jurisdiction of the CAISO, to Seller (“Aggregate Network Upgrade Costs”), may in the aggregate exceed *[dollar amount text]* dollars (*[\$Number]*) (“Network

Upgrades Cap”), irrespective of any subsequent amendments of such Interconnection Study or agreement or any contingencies or assumptions upon which such Interconnection Study or agreement is based; or *{SCE Note: Monetary threshold to be based upon transmission-related costs allocated to the Project that SCE would incur as estimated in the most recent Interconnection Study, or, if applicable, on value included in Seller’s offer.}*

- (B) SCE must procure transmission service from any other participating transmission owner to allow SCE to Schedule electric energy from the Project and the cost for such transmission service is not reimbursed or paid by Seller.

If SCE exercises its termination right pursuant to this Section 10.05(a), no Termination Payment will be due or owing by either Party and Seller will be entitled to a return of any Development Security provided to SCE.

- (ii) Notwithstanding anything to the contrary in this Section 10.05(a), SCE shall have no right to terminate this Agreement under this Section 10.05(a) if Seller, concurrently with its provision of the first Interconnection Study or interconnection agreement tendered to Seller by the T&D Provider that may give rise to a termination right of SCE under this Section 10.05(a), provides Notice to SCE that Seller irrevocably elects to owe to SCE:

- (A) the amount by which the Aggregate Network Upgrade Costs exceed the Network Upgrades Cap (“Excess Network Upgrade Costs”), provided, (I) with respect to this Section 10.05(a)(ii)(A), and solely for the purpose of calculating Excess Network Upgrade Costs, Aggregate Network Upgrade Costs shall be updated to reflect the latest interconnection agreement (including any amendments or modifications thereto) tendered to Seller; and (II) under no circumstance shall the calculation of Excess Network Upgrade Costs be less than zero dollars (\$0), and
- (B) any costs for transmission services specified in Section 10.05(a)(i)(B).

Seller’s failure to provide an election pursuant to this Section 10.05(a)(ii) shall be deemed to be an election not to exercise such rights

If Seller elects to pay, without reimbursement, for the Excess Network Upgrade Costs pursuant to this Section 10.05(a), in no event shall Seller have any interest in or rights or title to any Network Upgrades or Congestion Revenue Rights (as that term is defined in the CAISO Tariff) in connection with the development of the Project or the delivery of Product to SCE pursuant to this Agreement.

- (iii) The Parties agree and acknowledge that Projects utilizing energy storage may require an Interconnection Study and interconnection agreement for both charging electric energy to the Project, and a separate Interconnection Study and interconnection agreement for discharging electric energy from the Project. If there are two separate studies and agreements for charging and discharging electric energy, the Parties agree that for purposes of Section 10.05(a)(i)(A), the Aggregate Network Upgrade Costs shall reflect the aggregate maximum cost estimates for the total cost of transmission upgrades or new transmission facilities that are, or may become, reimbursable by SCE, or any T&D Provider under the jurisdiction of the CAISO, including costs reimbursed by SCE, or any T&D Provider under the jurisdiction of the CAISO, to Seller as set forth in the Interconnection Study(ies) and/or interconnection agreement(s), as applicable, for both charging and discharging electric energy.

- (b) SCE Termination Right – Changing Deferral Need.
 - (i) SCE has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, at any time during the Term if SCE determines, in its sole discretion, that it no longer needs the Project to meet a deferral need.
 - (ii) If SCE terminates this Agreement in accordance with this Section 10.05(b), (A) SCE shall pay Seller the Deployment Payment (if applicable, and if the Deployment Payment has not already been paid) within thirty (30) days after its Notice given in Section 10.05(c)(i), (B) SCE shall have no obligation to make the Reservation Payment if the Initial Delivery Date has not occurred, (C) SCE shall make no Performance Payments for deliveries, if any, after such termination, (D) no Termination Payment will be due or owing by either Party, and (E) Seller will be entitled to a return of any Development Security provided to SCE.
 - (iii) Termination of this Agreement by SCE in accordance with this Section 10.05(b) will not be or cause an Event of Default by either Party.

10.06 Limitation on Seller's and Seller's Affiliates' Ability to Make or Agree to Sales from the Project after Certain Terminations of this Agreement.

If Seller terminates this Agreement as provided in Sections 2.07 or 8.03 (based on a Force Majeure as to which Seller is the Claiming Party), or if SCE terminates this Agreement due to Seller's Event of Default prior to the Initial Delivery Date, neither Seller nor Seller's Affiliates may sell, market or deliver any Product (or any component of the Product) associated with or attributable to the Project to a party other than SCE for a period of two (2) years following the Early Termination Date, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than SCE, Seller or Seller's Affiliates provides SCE with a written offer to sell the Product to SCE which provides SCE the right to select in its sole discretion to purchase such Product on either the terms and conditions materially similar to the terms and conditions contained in this Agreement or the terms and conditions to which the third party agreed, and SCE fails to accept such offer within forty-five (45) days after SCE's receipt thereof.

Neither Seller nor Seller's Affiliates may sell or transfer the Project or any part thereof, the Interconnection Queue Position (if applicable), or any of Seller's land rights or interests in the Site so long as the limitations contained in this Section 10.06 apply, unless the transferee agrees to be bound by the terms set forth in this Section 10.06 pursuant to a written agreement approved by SCE.

ARTICLE 11. LIMITATIONS

11.01 Limitation of Remedies, Liability and Damages.

EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

SUBJECT TO SECTION 12.04 (PROVISIONAL RELIEF), IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE PROVISIONS OF ARTICLE 13 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

NOTHING IN THIS ARTICLE PREVENTS, OR IS INTENDED TO PREVENT SCE FROM PROCEEDING AGAINST OR EXERCISING ITS RIGHTS WITH RESPECT TO ANY PROJECT SECURITY.

11.02 No Representation by SCE.

Any review by SCE or its consultants of the Project or any aspect thereof, including the design, construction or refurbishment, operation or maintenance of the Project, or otherwise, is solely for SCE's information. By making such review, SCE makes no representation as to the economic and technical feasibility, operational capability, or reliability of the Project, and Seller shall in no way represent to any third party that any such review by SCE of the Project, including any review of the design, construction or renovation, operation, or maintenance of the Project by SCE, constitutes any such representation by SCE. Any review, approval, request, or requirement of material submitted by Seller shall mean only that such Required Material is acceptable to SCE solely for SCE's internal purposes and benefit, and will not in any way be construed to mean that such material is accurate, suitable for its intended purpose, in compliance

with any Applicable Law or other requirement, or endorsed for the benefit of any other party, including Seller. Further, Seller acknowledges and agrees that SCE shall have no liability to Seller or any other third party with respect to any Required Material so reviewed, approved, requested or required by SCE or on SCE's behalf. Seller is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Project.

11.03 Separation of Functions.

- (a) Nothing in this Agreement is intended to abrogate, limit, amend or modify the terms of any other agreement between Seller and SCE, including any interconnection agreement or tariff, and no breach under such other agreement shall excuse a Party's nonperformance under this Agreement, unless the breach of such other agreement is also an Event of Default under this Agreement.
- (b) Nothing in this Agreement is intended to provide any rights or obligations to either Party with respect to:
 - (i) any relationship between the Parties in which SCE is acting in its capacity as an owner or provider of electrical interconnection, transmission, or distribution service or equipment (including any interconnection agreement or tariff), or
 - (ii) electrical interconnection, transmission, or distribution service or equipment.
- (c) SCE is not responsible or liable in any way for:
 - (i) any delay or failure by Seller to achieve the Project Completion Date by the Project Completion Deadline or to achieve the Initial Delivery Date by the Initial Delivery Deadline, as applicable, related to electrical interconnection, transmission, or distribution service or equipment,
 - (ii) any costs or damages incurred by Seller as a result thereof or any reduction in payments under this Agreement resulting from any delay in achieving the Project Completion Date by the Project Completion Deadline or the Initial Delivery Date by the Initial Delivery Deadline, as applicable, related to electrical interconnection, transmission, or distribution service or equipment, or
 - (iii) a reduction in the Term or the Delivery Period related to electrical interconnection, transmission, or distribution service or equipment.

- (d) Seller's non-performance of any provision of this Agreement shall not be excused to any greater extent due to any action or inaction of SCE in its capacity as an owner or provider of electrical interconnection, transmission, or distribution service or equipment than it would be if the non-performance were due to any action or inaction of a person other than SCE.

ARTICLE 12. DISPUTES

12.01 Dispute Resolution.

Other than requests for provisional relief under Section 12.04, any and all Disputes which the Parties have been unable to resolve by informal methods after undertaking a good faith effort to do so, must first be submitted to mediation under the procedures described in Section 12.02 below, and if the matter is not resolved through mediation, then for final and binding arbitration under the procedures described in Section 12.03 below.

The Parties agree that there will be no interlocutory appellate relief (such as writs) available. Any Dispute resolution process pursuant to this Article 12 shall be commenced within one (1) year of the date of the occurrence of the facts giving rise to the Dispute, without regard to the date such facts are discovered; provided, if the facts giving rise to the Dispute were not reasonably capable of being discovered at the time of their occurrence, then such one (1) year period shall commence on the earliest date that such facts were reasonably capable of being discovered, and in no event more than four (4) years after the occurrence of the facts giving rise to the Dispute. If any Dispute resolution process pursuant to this Article 12 with respect to a Dispute is not commenced within such one (1) year time period, such Dispute shall be waived and forever barred, without regard to any other limitations period set forth by law or statute.

12.02 Mediation.

Either Party may initiate mediation by providing Notice to the other Party in accordance with Section 14.02 of a request for mediation, setting forth a description of the Dispute and the relief requested.

The Parties will cooperate with one another in selecting the mediator ("Mediator") from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), its successor, or any other mutually acceptable non-JAMS Mediator, and in scheduling the time and place of the mediation.

Such selection and scheduling will be completed within forty-five (45) days after Notice of the request for mediation.

Unless otherwise agreed to by the Parties, the mediation will not be scheduled for a date that is greater than one hundred twenty (120) days from the date of Notice of the request for mediation.

The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs (other than each Party's individual attorneys' fees and costs related to the Party's participation in the mediation, which fees and costs will be borne by such Party).

All offers, promises, conduct and statements, whether oral or written, made in connection with or during the mediation by either of the Parties, their agents, representatives, employees, experts and attorneys, and by the Mediator or any of the Mediator's agents, representatives and employees, will not be subject to discovery and will be confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding between or involving the Parties, or either of them, provided, evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

12.03 Arbitration.

Either Party may initiate binding arbitration with respect to the matters first submitted to mediation by providing Notice in accordance with Section 14.02 of a demand for binding arbitration before a single, neutral arbitrator (the "Arbitrator") within sixty (60) days following the unsuccessful conclusion of the mediation provided for in Section 12.02. If Notice of arbitration is not provided by either Party within sixty (60) days following the unsuccessful conclusion of the mediation provided for in Section 12.02, the Dispute resolution process shall be deemed complete and further resolution of such Dispute shall be barred, without regard to any other limitations period set forth by law or statute.

The Parties will cooperate with one another in selecting the Arbitrator within sixty (60) days after Notice of the demand for arbitration and will further cooperate in scheduling the arbitration to commence no later than one hundred eighty (180) days from the date of Notice of the demand.

If, notwithstanding their good faith efforts, the Parties are unable to agree upon a mutually-acceptable Arbitrator, the Arbitrator will be appointed as provided for in California Code of Civil Procedure Section 1281.6.

To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court.

Unless otherwise agreed to by the Parties, the individual acting as the Mediator will be disqualified from serving as the Arbitrator in the Dispute, although the Arbitrator may

be another member of the JAMS panel of neutrals or such other panel of neutrals from which the Parties have agreed to select the Mediator.

Upon Notice of a Party's demand for binding arbitration, such Dispute submitted to arbitration, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

Except as provided for herein, the arbitration will be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated.

Absent the existence of such rules and procedures, the arbitration will be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 et seq. and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules).

Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in Los Angeles County, California.

Also notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, discovery will be limited as follows:

- (a) Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment);
- (b) The initial disclosure will occur within thirty (30) days after the initial conference with the Arbitrator or at such time as the Arbitrator may order;
- (c) Discovery may commence at any time after the Parties' initial disclosure;
- (d) The Parties will not be permitted to propound any interrogatories or requests for admissions;
- (e) Discovery will be limited to twenty-five (25) document requests (with no subparts), three (3) lay witness depositions, and three (3) expert witness depositions (unless the Arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the Dispute or that a Party has improperly withheld documents);

- (f) Each Party is allowed a maximum of three (3) expert witnesses, excluding rebuttal experts;
- (g) Within sixty (60) days after the initial disclosure, or at such other time as the Arbitrator may order, the Parties shall exchange a list of all experts upon which they intend to rely at the arbitration proceeding;
- (h) Within thirty (30) days after the initial expert disclosure, the Parties may designate a maximum of two (2) rebuttal experts;
- (i) Unless the Parties agree otherwise, all direct testimony will be in form of affidavits or declarations under penalty of perjury; and
- (j) Each Party shall make available for cross examination at the arbitration hearing its witnesses whose direct testimony has been so submitted.

Subject to Section 11.01, the Arbitrator will have the authority to grant any form of equitable or legal relief a Party might recover in a court action.

The Parties acknowledge and agree that irreparable damage would occur if certain provisions of this Agreement are not performed in accordance with the terms of this Agreement, that money damages would not be a sufficient remedy for any breach of these provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief as a remedy for a breach of Sections 1.01, 5.05, 9.04(a)(vii), 9.05(c), 10.06, 14.05 (Confidentiality).

Judgment on the award may be entered in any court having jurisdiction.

The Arbitrator must, in any award, allocate all of the costs of the binding arbitration (other than each Party's individual attorneys' fees and costs related to the Party's participation in the arbitration, which fees and costs will be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail.

Until such award is made, however, the Parties will share equally in paying the costs of the arbitration.

At the conclusion of the arbitration hearing, the Arbitrator shall prepare in writing and provide to each Party a decision setting forth factual findings, legal analysis, and the reasons on which the Arbitrator's decision is based. The Arbitrator shall also have the authority to resolve claims or issues in advance of the arbitration hearing that would be appropriate for a California superior court judge to resolve in advance of trial. The Arbitrator shall not have the power to commit errors of law or fact, or to commit any

abuse of discretion, that would constitute reversible error had the decision been rendered by a California superior court. The Arbitrator's decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error. Unless otherwise agreed to by the Parties, all proceedings before the Arbitrator shall be reported and transcribed by a certified court reporter, with each Party bearing one-half of the court reporter's fees.

12.04 Provisional Relief.

The Parties acknowledge and agree that irreparable damage would occur if certain provisions of this Agreement are not performed in accordance with the terms of this Agreement, that money damages would not be a sufficient remedy for any breach of these provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy for a breach of Sections 1.01, 5.05, 9.04(a)(vii), 9.05(c), 10.06, 14.05 (Confidentiality), in any court of competent jurisdiction, notwithstanding the obligation to submit all other Disputes (including all claims for monetary damages under this Agreement) to arbitration pursuant to Section 12.01. The Parties further acknowledge and agree that the results of the arbitration may be rendered ineffectual without the provisional relief.

Such a request for provisional relief does not waive a Party's right to seek other remedies for the breach of the provisions specified above in accordance with this Article 12, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in this Agreement for the breach of the provision, or if this Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

12.05 Consolidation of Matters.

The Parties shall make diligent good faith efforts to consolidate any provisional relief, mediation, arbitration or other dispute resolution proceedings arising pursuant to this Article 12 that arise from or relate to the same act, omission or issue.

ARTICLE 13. INDEMNIFICATION; GOVERNMENTAL CHARGES

13.01 SCE's Indemnification Obligations.

In addition to any other indemnification obligations SCE may have elsewhere in this Agreement, which are hereby incorporated in this Section 13.01, SCE releases, and shall indemnify, defend and hold harmless Seller, and Seller's directors, officers, employees, agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty or expense of any kind or

nature (including any direct damage, claim, cost, charge, demand, or expense, and attorneys' fees (including cost of in-house counsel) and other costs of litigation, arbitration and mediation, and in the case of third-party claims only, indirect and consequential loss or damage of such third party), arising out of or in connection with:

- (a) any breach made by SCE of its representations, warranties, or covenants in Article 9;
- (b) the failure by SCE to pay any Governmental Charges or Environmental Costs for which SCE is responsible under Sections 13.06 or 13.08; and
- (c) any event, circumstance or act listed in Section 13.01 of Attachment 1.

This indemnity applies notwithstanding Seller's active or passive negligence. However, Seller will not be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand or expense to the extent caused by its gross negligence or willful misconduct.

13.02 Seller's Indemnification Obligations.

In addition to any other indemnification obligations Seller may have elsewhere in this Agreement, which are hereby incorporated in this Section 13.02, Seller releases, and shall indemnify, defend and hold harmless SCE, and SCE's directors, officers, employees, agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, penalty, fine or expense of any kind or nature (including any direct damage, claim, cost, charge, demand, or expense, and attorneys' fees (including cost of in-house counsel) and other costs of litigation, arbitration or mediation, and in the case of third-party claims only, indirect or consequential loss or damage of such third party), arising out of or in connection with:

- (a) any breach made by Seller of its representations, warranties, or covenants in Article 9;
- (b) injury or death to persons, including SCE employees, and physical damage to property, including SCE property, where the injury, death, or damage arises out of, is related to, or is in connection with, Seller's construction, ownership or operation of the Project, or obligations or performance under this Agreement;
- (c) injury or death to any person or damage to any property, including the personnel or property of SCE, to the extent that SCE would have been protected had Seller complied with all of the provisions of Section 14.07 (Insurance); provided, the inclusion of this Section 13.02(c) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 14.07;

- (d) any breach by Seller of the covenants set forth in Section 10.06;
- (e) any violation of Applicable Laws arising out of or in connection with Seller's performance of, or failure to perform this Agreement, including strict liability;
- (f) any (i) release of a Hazardous Material by Seller, any of Seller's EPC Contractors or other contractors, or any of its or their subcontractors, (ii) enforcement or compliance proceeding relating to or in connection with any alleged, threatened or actual violation of any environmental law by Seller or its EPC Contractor or any of Seller's or its EPC Contractor's subcontractors, or (iii) action reasonably necessary to abate, investigate, remediate or prevent a violation or threatened violation of any environmental law by Seller or its EPC Contractor or any of Seller's or its EPC Contractor's subcontractors;
- (g) any representations, statements or promises made by either Seller or Seller's agents or employees to a Customer or Recruited Account or a potential Customer or Recruited Account;
- (h) any infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party by equipment, software, applications or programs (or any portion of same) used in connection with the Project;
- (i) the failure by Seller to pay any Governmental Charges or Environmental Costs for which Seller is responsible under Sections 13.06 or 13.08;
- (j) [Intentionally Omitted]
- (k) any breach by Seller of any of its material obligations under Section 14.05 or the Cyber Requirements.
- (l) any event, circumstance or act listed in Section 13.02 of Attachment 1.

The Parties shall use commercially reasonable efforts to minimize costs, penalties, and fines for which indemnity is sought hereunder; provided, in no event will SCE be required to use or change its utilization of its owned or controlled assets or market positions to minimize such costs, penalties, and fines.

This indemnity applies notwithstanding SCE's active or passive negligence. However, SCE will not be indemnified for its loss, liability, damage, claim, cost, charge, demand or expense to the extent caused by its gross negligence or willful misconduct.

13.03 Indemnification Claims.

All claims for indemnification by a Party entitled to be indemnified under this Agreement (an “Indemnified Party”) by the other Party (the “Indemnitor”) will be asserted and resolved as follows:

- (a) If a claim or demand for which an Indemnified Party may claim indemnity is asserted against or sought to be collected from an Indemnified Party by a third party, the Indemnified Party shall as promptly as practicable give Notice to the Indemnitor; provided, failure to provide this Notice will relieve Indemnitor only to the extent that the failure actually prejudices Indemnitor.
- (b) Indemnitor will have the right to control the defense and settlement of any claims in a manner not adverse to Indemnified Party but cannot admit any liability or enter into any settlement without Indemnified Party’s approval.
- (c) Indemnified Party may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed due to a conflict of interest or because Indemnitor does not assume control of the defense, Indemnitor will bear the expense of this counsel.

13.04 Survival of Indemnification Rights and Obligations.

All indemnity rights and obligations shall survive the termination of this Agreement for a period of four (4) years.

13.05 Cooperation to Minimize Tax Liabilities.

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

13.06 Governmental Charges.

Seller shall pay or cause to be paid all taxes, charges or fees imposed by a Governmental Authority, including ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project (collectively, “Governmental Charges”) on or with respect to the Project or the Product.

If Seller is required by Applicable Laws to remit or pay Governmental Charges which are SCE’s responsibility hereunder, SCE shall promptly reimburse Seller for such Governmental Charges. If SCE is required by Applicable Laws to remit or pay Governmental Charges which are Seller’s responsibility hereunder, SCE may deduct the amount of any such Governmental Charge from any amounts due to Seller under this Agreement. If SCE elects not to deduct such amounts from amounts due to Seller under

this Agreement, Seller shall promptly reimburse SCE for such amounts upon SCE's request.

Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under Applicable Laws.

13.07 Compliance with Laws and Indemnification.

Seller shall be responsible for obtaining and maintaining all Permits, and shall construct and operate the Project in compliance with all Applicable Laws and Permit Requirements for the Term, including any new or revised Permits or Applicable Laws that become effective during the Term. If these requirements conflict, or the CAISO or CPUC do not provide a corresponding requirement to the other Governmental Authorities, Seller shall comply with the most stringent requirement of the Governmental Authorities.

Seller shall be solely responsible for any fines, penalties or other charges which result from Seller's failure to obtain or maintain such Permits and/or operate the Project in accordance with Applicable Laws and Permit Requirements. No such fines, penalties or charges shall be passed through to SCE.

13.08 Environmental Costs and Indemnification.

Seller is solely responsible for

- (a) Any Environmental Costs,
- (b) Any taxes, charges or fees imposed on the Project or Seller by a Governmental Authority for Greenhouse Gas emitted by and attributable to the Project, or any portion thereof, during the Term,
- (c) Any obligations listed under "Compliance Obligation" in the GHG Regulations, and
- (d) Any other costs associated with the implementation and regulation of Greenhouse Gas emissions (whether in accordance with the California Global Warming Solutions Act of 2006, Assembly Bill 32 (2006) and the regulations promulgated thereunder, including the GHG Regulations, or any other federal, state or local legislation to offset or reduce any Greenhouse Gas emissions implemented and regulated by a Governmental Authority) with respect to the Project, any portion of the Project, or Seller.

ARTICLE 14. MISCELLANEOUS

14.01 General.

- (a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to its subject matter.
- (b) Amendment. This Agreement can only be amended by a writing signed by both Parties.
- (c) No Third-Party Beneficiaries. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).
- (d) Waiver. The failure of either Party to insist in any one instance upon strict performance of any the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishments of such rights for the future but the same shall continue and remain in full force and effect. Waiver by either Party of any default of the other Party shall not be deemed a waiver of any other default.
- (e) Section Headings; Technical Terms. The headings used in this Agreement are for convenience and reference purposes only. Words having well-known technical or industry meanings have these meanings unless otherwise specifically defined in this Agreement.
- (f) Successors and Assigns. This Agreement is binding on each Party's successors and permitted assigns.
- (g) Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" and that SCE and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), as amended.
- (h) Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF) or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
- (i) Survival. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to audits, indemnification, payment, settlement,

confidentiality, remedies, limitation of liabilities, posting of Project Security, dispute resolution, and limitations on sales, shall so survive. Seller's obligations of confidentiality pursuant to Section 14.05 shall survive, with respect to Critical Energy Infrastructure Information, BES System Information, and EPI, until SCE provides Seller with written notice that such information may be distributed or disclosed without restriction.

- (j) No Agency. Except as otherwise provided explicitly herein, in performing their respective obligations under this Agreement, neither Party is acting, or is authorized to act, as the other Party's agent.
- (k) Independent Contractors. The Parties are independent contractors. Nothing contained herein shall be deemed to create an association, joint venture, or partnership relationship between the Parties or to impose any partnership obligations or liability on either Party in any way.
- (l) Severability. If any term, section, provision or other part of this Agreement, or the application of any term, section, provision or other part of this Agreement, is held to be invalid, illegal or void by a court or regulatory agency of proper jurisdiction, all other terms, sections, provisions or other parts of this Agreement shall not be affected thereby but shall remain in force and effect unless a court or regulatory agency holds that the provisions are not separable from all other provisions of this Agreement.
- (m) Rules of Construction.
 - (i) This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and may not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
 - (ii) The term "including" when used in this Agreement is by way of example only and may not be considered in any way to be in limitation.
 - (iii) The word "or" when used in this Agreement includes the meaning "and/or" unless the context unambiguously dictates otherwise.
 - (iv) Where days are not specifically designated as Business Days, they will be considered as calendar days.

- (v) All references to time shall be in Pacific Daylight Time (when California observes Daylight Savings Time) and Pacific Standard Time (otherwise) unless stated otherwise.
- (vi) No provision of this Agreement is intended to contradict or supersede the SCE Tariff, Applicable Laws, or any agreement covering transmission, distribution, metering, scheduling or interconnection, including the interconnection agreement, each of which shall control in the event of an apparent contradiction with this Agreement. Each Party agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.
- (vii) Any reference to any Applicable Laws, tariff, government department or agency, regional reliability council, T&D Provider, accounting standard, or Ratings Agency includes any successor to such law, tariff, standard or organization.

14.02 Notices.

All notices, requests, invoices, statements or payments must be made as specified in Exhibit E.

Notices must, unless otherwise specified herein, be in writing and provided by e-mail; however, if an e-mail address is not provided in Exhibit E, notice may be provided by hand delivery, first class United States mail, overnight courier service, or facsimile.

Notice provided in accordance with this Section 14.02 will be deemed given as follows:

- (a) Notice by e-mail, facsimile or hand delivery will be deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise will be deemed given at the close of business on the next Business Day;
- (b) Notice by overnight United States mail or courier service will be deemed given on the next Business Day after such Notice was sent out;
- (c) Notice by first class United States mail will be deemed given two (2) Business Days after the postmarked date;
- (d) Curtailment Orders, Dispatch Instructions, and Charging Instructions will be deemed given on the date and time made by SCE and will be effective immediately.

Notices will be effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

A Party may change its designated representatives, addresses and other contact information by providing Notice of same in accordance herewith.

All Notices, requests, invoices, statements or payments related to this Agreement must reference the ID# and clearly identify the fact, circumstance, request, issue, dispute or matter to which such Notice relates.

14.03 Governing Law; Waiver of Jury Trial.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

14.04 Assignment.

- (a) Except as provided in Section 14.04(d), neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (b) Any Tax Equity Financing or a direct or indirect change of control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of SCE, which consent shall not be unreasonably withheld.
- (c) Any requests for consent to assignment shall be provided at least forty-five (45) days in advance of the assignment date.
- (d) In connection with any debt financing or refinancing of the Project by Seller that contemplates an assignment of this Agreement as collateral, SCE shall in good faith work with Seller and Lender to agree upon a consent to a collateral assignment of this Agreement (“Collateral Assignment Agreement”) substantially in the form of Exhibit F. Requests for a Collateral Assignment Agreement must be received by SCE at least forty-five (45) days in advance of the anticipated closing date for the transaction in question. Seller shall also be responsible for SCE’s reasonable costs associated with the preparation, review,

execution and delivery of documents in connection with any such assignment, including attorneys' fees.

14.05 Confidentiality.

(a) Confidentiality Obligation.

Except as otherwise expressly agreed in writing by the other Party, and except as otherwise agreed in Sections 14.05(b) (Permitted Disclosures) and 14.05(c) (Duty to Seek Protection), each receiving Party shall, and shall cause its Representatives to, (i) keep strictly confidential and take reasonable precautions to protect against the disclosure of all Confidential Information, and (ii) use all Confidential Information solely for the purposes of performing its obligations under this Agreement and not for any other purpose; provided, a Party may disclose Confidential Information to those of its Representatives who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement (and, in the case of Representatives of Seller engaged wholly or in part in the purchase and sale of electrical power or natural gas, are directly engaged in performing Seller's obligations under this Agreement) if, prior to being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are obligated to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

Seller shall, and shall cause its subcontractors and independent contractors to, comply with the Cyber Requirements for all information systems accessing, using or storing Edison Data in electronic or digital form and all Edison Data accessed, received, or maintained by them.

(b) Permitted Disclosures.

- (i) SCE and Seller may disclose Confidential Information to the "Independent Evaluator," as defined in CPUC Decision 04-12-048. SCE and the Independent Evaluator may disclose Confidential Information to Governmental Authorities, the CAISO, SCE's Procurement Review Group established by the CPUC in Decision 02-08-071 ("PRG"), and SCE's advisory Cost Allocation Mechanism Group established by the CPUC in Decision 07-12-052 ("CAM"), or any discovery or data request of a party to any proceeding before the CPUC, FERC or CEC. Neither SCE nor the Independent Evaluator shall have any liability whatsoever to Seller in the event of any unauthorized use or disclosure by any Governmental Authority, the PRG, the CAM, or the CAISO of any

Confidential Information or other information disclosed to any of them by SCE or the Independent Evaluator.

- (ii) The Parties may disclose Confidential Information to the extent necessary to comply with Applicable Laws, any accounting rule or standard, and any applicable summons, subpoena or order of a Governmental Authority, and any exchange, Control Area or CAISO rule.
 - (iii) Either Party shall be permitted to disclose the following terms with respect to this Agreement: (A) Party names, (B) technology type, (C) Delivery Period, (D) Project location, (E) Contracted Amount, (F) Project Completion Deadline and Initial Delivery Deadline, and (G) the Project's expected Energy deliveries, energy savings or load reduction (as applicable).
 - (iv) [Intentionally Omitted]
 - (v) [Intentionally Omitted]
 - (vi) If SCE resells all or any portion of the Product to another party or the Product is to be provided to another party, SCE may disclose to the other party to such transaction all such information necessary to effect such transaction.
 - (vii) Seller may disclose non-price information to Customers or Recruited Accounts, or bona fide potential Customers or Recruited Accounts, for the sole purpose, and only to the extent necessary, for proper performance of this Agreement.
 - (viii) SCE may confirm with potential Customers or Participating Accounts (A) the identity of any subcontractors that Seller has provided to SCE that are acting on behalf of Seller under this Agreement, and (B) such potential Customer or Participating Account's eligibility to become a Customer associated with the Project, or a Participating Account, in accordance with this Agreement.
 - (ix) SCE may report to industry-recognized vulnerability reporting organizations regarding any hardware, software or systems vulnerabilities that may put a user's cybersecurity interests at risk.
- (c) Duty to Seek Protection.

- (i) In connection with requests or orders to produce Confidential Information protected by this Agreement and in accordance with a summons, subpoena, order or similar request of a Governmental Authority, or pursuant to any discovery or data request of a party to any proceeding before a Governmental Authority, each Party, to the extent permitted by Applicable Laws, (A) will promptly notify the other Party of the existence, terms, and circumstances of such requirement(s) so that such other Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement, and (B) will, and will cause its Representatives to, cooperate fully with such other Party, to the extent permitted by Applicable Laws, in seeking to limit or prevent such disclosure of such Confidential Information. Notwithstanding the preceding sentence, the requirements under this Section 14.05(c)(i) do not apply to Section 14.05(b)(i).
 - (ii) If a Party or its Representatives are compelled to make disclosure in response to a requirement described in Section 14.05(c)(i), the compelled person may disclose only that portion of the Confidential Information protected by this Agreement which its counsel advises that it is legally required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the disclosed Confidential Information protected by this Agreement.
- (d) Ownership and Return of Information.

All Confidential Information shall be and remain the property of the Party providing it. Nothing in this Agreement shall be construed as granting any rights in or to Confidential Information to the Party or Representatives receiving it, except the right of use in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Parties shall have the right to retain copies of Confidential Information, subject to the confidentiality obligations in this Section 14.05, except: (i) BES Cyber System Information may only be kept in Seller's archives for a maximum of four years after the termination of the Delivery Period; and (ii) upon written request by SCE, except as required to comply with or exercise rights provided for by Applicable Laws, Seller shall destroy or delete all EPI in its possession or under its control, together with all copies thereof in any form or on any media, and if so directed, shall certify in writing to SCE the destruction or deletion of such materials.

14.06 Records.(a) Performance Under This Agreement.

Each Party and its Representatives shall maintain records and supporting documentation relating to this Agreement, the Product, the Project, and the performance of the Parties hereunder in accordance with, and for the applicable time periods required by, all Applicable Laws, but in no event less than four (4) years after final payment is made under this Agreement.

(b) Other Regulatory and Governmental Requirements.

At SCE's request, Seller shall maintain and deliver to SCE:

- (i) copies of records and supporting documentation with respect to the Product or the Project that Seller is not already required to maintain or deliver under this Agreement, in order to comply with all Applicable Laws; and
- (ii) any information requested by the CPUC or SCE for the evaluation of the Integrated Distributed Energy Resources Partnership Pilot Program, including customer subscription information (enrollments and departures) and other quantitative data points requested for evaluation.

(c) Audit Rights.

- (i) SCE, or its designee, shall have the right, at its sole expense and during normal working hours, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any reasonable request by SCE under this Section 14.06(c) and provide copies of documents, records or data to SCE. The rights and obligations under this Section 14.06(c) shall survive the termination of this Agreement for a period of two (2) years.
- (ii) SCE, or its designee, shall have the right, at its sole expense and during normal working hours, to conduct an audit of Seller for adherence to the terms of the Cyber Requirements not more than once per year; or more often upon notification or reasonable belief by SCE of any Cyber Incident or EPI Incident as described therein, or as required to comply with regulatory requirements. SCE also has the right to audit any Seller third-party contractor/service

provider upon notification of any Cyber Incident or EPI Incident involving the third-party contractor/service provider. Seller will cooperate with any audit and require the cooperation of any third-party contractor/service provider.

(d) Industry Standards.

Seller shall maintain and make available to SCE and the CPUC, or any division thereof, records including logbooks, demonstrating that the Project is operated and maintained in accordance with Prudent Electrical Practices, Applicable Laws, Permit Requirements, and Industry Standards, including CPUC General Order 167. Seller shall comply with all reporting requirements and permit on-site audits, investigations, tests and inspections permitted or required under any Prudent Electrical Practices, Applicable Laws, Permit Requirements, or Industry Standards.

(e) California Climate Action Registry.

If applicable, in accordance with CPUC Rulemaking 06-04-009 (April 13, 2006), upon modification of the protocols of the registry contemplated therein ("California Climate Action Registry") to allow energy storage (as applicable) facility-specific registration, Seller shall promptly (i) register with the California Climate Action Registry, (ii) send SCE Notice of such registration and (iii) remain a member of the California Climate Action Registry throughout the entire Term.

14.07 Insurance.

Throughout the Term and for such additional periods as may be specified below, Seller and, to the extent not covered by Seller's insurance policies, its contractors and subcontractors shall, at their own expense, provide and maintain in effect the insurance policies and minimum limits of coverage specified below, and such additional coverage as may be required by Applicable Laws, with insurance companies which are authorized to do business in the state in which the services are to be performed and which have an A.M. Best's Insurance Rating of not less than A-:VII. The minimum insurance requirements specified herein do not in any way limit or relieve Seller of any obligation assumed elsewhere in this Agreement, including Seller's defense and indemnity obligations.

(a) Workers' Compensation Insurance with the statutory limits required by the state having jurisdiction over Seller's employees;

(b) Employer's Liability Insurance with limits of not less than:

- (i) Bodily injury by accident – One Million dollars (\$1,000,000) each accident
 - (ii) Bodily injury by disease – One Million dollars (\$1,000,000) policy limit
 - (iii) Bodily injury by disease – One Million dollars (\$1,000,000) each employee
- (c) Commercial General Liability Insurance (which, except with the prior written consent of SCE and subject to Sections 14.07(c)(i) and (ii), shall be written on an “occurrence,” not a “claims-made” basis), covering all operations by or on behalf of Seller arising out of or connected with this Agreement, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a per occurrence limit of not less than One Million dollars (\$1,000,000) and annual aggregate of not less than Two Million Dollars (\$2,000,000), exclusive of defense costs, for all coverages. Such insurance shall contain standard cross-liability and severability of interest provisions.

If Seller elects, with SCE’s written concurrence, to use a “claims made” form of Commercial General Liability Insurance, then the following additional requirements apply:

- (i) The retroactive date of the policy must be on or prior to the Effective Date; and
 - (ii) Either the coverage must be maintained for a period of not less than four (4) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than four (4) years after this Agreement terminates.
- (d) Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller’s use of all owned (if any), non-owned and hired vehicles in the performance of this Agreement.
- (e) Pollution Liability Insurance, (which, except with the prior written consent of SCE and subject to Sections 14.07(e)(i) and (ii), shall be written on an “occurrence” or a “claims-made” policy form) with limits of not less than [__] Million dollars (\$[__],000,000) *{SCE Note: Amount will be equal to \$1 million per MW of Contract Capacity, capped at \$5 million}* per occurrence or each claim and in the annual aggregate, covering losses involving hazardous

material(s) and caused by pollution incidents or conditions that arise from the Project, including coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, property damage including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed, and defense costs.

If Seller elects, with SCE's written concurrence, to use a "claims made" form of Pollution Liability Insurance, then the following additional requirements apply:

- (i) The retroactive date of the policy must be prior to the Effective Date; and
 - (ii) Either the coverage must be maintained for a period of not less than three (3) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than three (3) years after this Agreement terminates.
- (f) Umbrella/Excess Liability Insurance, written on an "occurrence," not a "claims-made" basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, Pollution Liability Insurance, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than [__] Million dollars (\$[__],000,000) {*SCE Note: Amount will be equal to \$1 million per MW of Contract Capacity, capped at \$20 million, except for Energy Efficiency and Demand Response which shall be capped at \$10 million*} per occurrence and in the annual aggregate. The insurance requirements under this Section 14.07 can be provided in part by the combination of Seller's primary commercial general liability and excess liability policies.

If Seller elects, with SCE's written concurrence, to use a "claims made" form of Umbrella/Excess Liability Insurance, then the following additional requirements apply:

- (i) The retroactive date of the policy must be prior to the Effective Date; and
 - (ii) Either the coverage must be maintained for a period of not less than three (3) years after this Agreement terminates, or the policy must provide for a supplemental extended reporting period of not less than three (3) years after this Agreement terminates.
- (g) Cyber Insurance, covering (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b)

liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third-person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of errors and omissions coverage. This insurance shall have a retroactive date that equals or precedes the Effective Date of this Agreement. Seller shall maintain such coverage until the later of: (1) a minimum period of three years following termination of this Agreement, or (2) the date when Seller has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes. Notwithstanding the foregoing, this Section 14.07(g) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures.

All policies required by Sections 14.07(a) through (g) shall be written on a "per project" or "per contract" basis.

- (h) Primary/Non-Contributory Insurance; Waiver of Subrogation; Additional Insured. The insurance required in this Section 14.07 shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance maintained by or afforded to SCE, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Seller's policies to the contrary. To the extent permitted by Applicable Laws, Seller and its insurers shall be required to waive all rights of recovery from or subrogation against SCE, its parent, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees and insurers. The Commercial General Liability, Commercial Automobile Liability, Pollution Liability, Umbrella/Excess Liability and Cyber insurance required above shall include, either by policy terms and conditions or by endorsement, SCE, its parent, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, as additional insureds for liability arising out of Seller's construction, ownership or operation of the Project, or obligations or performance, under this Agreement.
- (i) Proof of Insurance. Within ten (10) Business Days after the Effective Date, and within ten (10) Business Days after coverage is renewed or replaced, Seller shall furnish to SCE the entire policy forms, including endorsements, and certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to SCE. All deductibles and co-insurance retentions applicable to the insurance above shall be paid by Seller. Seller, or its insurance broker or agent, shall provide SCE with at least

thirty (30) days' prior written notice in the event of cancellation of coverage. SCE's receipt of documents that do not comply with the requirements stated herein, or Seller's failure to provide documents that comply with the requirements stated herein, shall not limit or relieve Seller of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 14.07 and shall not constitute a waiver of any of the requirements in this Section 14.07.

- (j) Reporting. Seller agrees to report to SCE in writing within ten (10) Business Days following all accidents or occurrences resulting in bodily injury to any person, and to any property where such property damage is greater than One Hundred Thousand Dollars (\$100,000).
- (k) Failure to Comply. If Seller fails to comply with any of the provisions of this Section 14.07, Seller, among other things and without restricting SCE's remedies under the law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required Commercial General Liability, Umbrella/Excess Liability, Pollution Liability and Commercial Automobile Liability insurance, Seller shall provide a current, full and complete defense to SCE, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, an alleged violation of the provisions of this Section 14.07 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

14.08 Consolidation of Seller's Financial Statements.

- (a) SCE shall determine, through consultation with its internal accountants and review with their independent registered public accounting firm, whether SCE is required to consolidate Seller's financial statements with SCE's financial statements for financial accounting purposes under Accounting Standards Codification (ASC) 810/Accounting Standards Update 2009-17, "Consolidation of Variable Interest Entities" (ASC 810), or future guidance issued by accounting profession governance bodies or the SEC that affects SCE accounting treatment for this Agreement (the "Financial Consolidation Requirement").
- (b) If the Financial Consolidation Requirement is applicable, then:

- (i) Within twenty (20) days following the end of each calendar year (for each year that such treatment is required), Seller shall deliver to SCE unaudited financial statements and related footnotes of Seller as of the end of the year. It is permissible for Seller to use accruals and prior months' estimates with true-up to actual activity, in subsequent periods, when preparing the unaudited financial statements. The annual financial statements should include quarter-to-date and yearly information. SCE shall provide to Seller a checklist before the end of each year listing the items which SCE believes are material to SCE and required for this purpose, and Seller shall provide the information on the checklist, subject to the availability of data from Seller's records. If audited financial statements are prepared for Seller for the year, Seller shall provide such statements to SCE within five (5) Business Days after those statements are issued.
 - (ii) Within fifteen (15) days following the end of each fiscal quarter (for each quarter that such treatment is required), Seller shall deliver to SCE unaudited financial statements and related footnotes of Seller as of the end of the quarterly period. The financial statements should include quarter-to-date and year-to-date information. SCE shall provide to Seller a checklist before the end of each quarter listing items which SCE believes are material to SCE and required for this purpose, and Seller shall provide the information on the checklist, subject to the availability of data from Seller's records. It is permissible for Seller to use accruals and prior months' estimates with true-up to actual activity, in subsequent periods, when preparing the unaudited financial statements and the information on the checklist.
 - (iii) If Seller regularly prepares its financial data in accordance with GAAP or IFRS, the financial information provided to SCE shall be prepared in accordance with such principles. If Seller is not a SEC registrant and does not regularly prepare its financial data in accordance with GAAP or IFRS, the information provided to SCE shall be prepared in a format consistent with Seller's regularly applied accounting principles, e.g., the format that Seller uses to provide financial data to its auditor.
- (c) If the Financial Consolidation Requirement is applicable, then promptly upon Notice from SCE, Seller shall allow SCE's independent registered public accounting firm such access to Seller's records and personnel, as reasonably required so that SCE's independent registered public accounting firm can

conduct financial statement audits in accordance with the standards of the Public Company Accounting Oversight Board (United States), as well as internal control audits in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, as applicable. All expenses for the foregoing work of SCE's independent registered public accounting firm shall be borne by SCE. If SCE's independent registered public accounting firm during or as a result of the audits permitted in this Section 14.08(c) determines a material weakness or significant deficiency, as defined by GAAP or IFRS, as applicable, exists in Seller's internal controls over financial reporting, then within 90 days after Seller's receipt of Notice from SCE, Seller shall remediate any such material weakness or significant deficiency; provided, however, that Seller has the right to challenge the appropriateness of any determination of material weakness or significant deficiency. Seller's true up to actual activity for yearly or quarterly information as provided herein shall not be evidence of material weakness or significant deficiency.

- (d) SCE shall treat Seller's financial statements and other financial information provided under the terms of this Section 14.08 in strict confidence and, accordingly:
- (i) Shall utilize such Seller financial information *only* for purposes of preparing, reviewing or certifying SCE's or any SCE parent company financial statements, for making regulatory, tax or other filings required by Applicable Laws in which SCE is required to demonstrate or certify its or any parent company's financial condition or to obtain Credit Ratings;
 - (ii) Shall make such Seller financial information available only to its officers, directors, employees or auditors who are responsible for preparing, reviewing or certifying SCE's or any SCE parent company financial statements, to the SEC and the Public Company Accounting Oversight Board (United States) in connection with any oversight of SCE's or any SCE parent company financial statement and to those Persons who are entitled to receive Confidential Information as identified in Section 14.05; and
 - (iii) SCE shall ensure that its internal auditors and independent registered public accounting firm (1) treat as confidential any information disclosed to them by SCE pursuant to this Section 14.08, (2) use such information solely for purposes of conducting the audits described in this Section 14.08, and (3) disclose any information received only to personnel responsible for conducting the audits.

- (e) If the Financial Consolidation Requirement is applicable, then, within two (2) Business Days following the occurrence of any event from the Effective Date through the last day of the Delivery Period affecting Seller which Seller would be required to disclose in a Form 8-K filing with the SEC if Seller was subject to the form 8-K filing requirements, Seller shall provide to SCE a Notice describing such event in sufficient detail to permit SCE to make a Form 8-K filing.
- (f) If, after consultation and review, the Parties do not agree on issues raised by Section 14.08(a), then such dispute shall be subject to review by another independent audit firm not associated with either Party's respective independent registered public accounting firm, reasonably acceptable to both Parties. This third-party independent audit firm will render its recommendation on whether consolidation by SCE is required. Based on this recommendation, Seller and SCE shall mutually agree on how to resolve the dispute. If Seller fails to provide the data consistent with the mutually agreed upon resolution, SCE may declare an Event of Default pursuant to Section 10.01. If the independent audit firm associated with SCE still determines, after review by the third party independent audit firm, that SCE must consolidate, then Seller shall provide the financial information necessary to permit consolidation to SCE; provided, however, that in addition to the protections in Section 14.08(d), such information shall be password protected and available only to those specific officers, directors, employees and auditors who are preparing and certifying the consolidated financial statements and not for any other purpose.

14.09 Mobile Sierra.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall be the 'public interest' standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008); *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010).

Notwithstanding any provision of this Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not

at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

14.10 Seller Ownership and Control of Project.

Seller agrees, that, in accordance with FERC Order No. 697, upon request of SCE, Seller shall submit a letter of concurrence in support of any affirmative statement by SCE that the contractual arrangement set forth in this Agreement does not transfer “ownership or control of generation capacity” from Seller or Customer(s) to SCE as the term “ownership or control of generation capacity” is used in 18 Code of Federal Regulations Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to FERC Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller or Customer(s) to SCE.

14.11 NERC Standards Non-Compliance Penalties.

[Intentionally Omitted]

14.12 Nondedication.

Notwithstanding any other provisions of this Agreement, neither Party dedicates any of the rights that are or may be derived from this Agreement or any part of its facilities involved in the performance of this Agreement to the public or to the service provided under this Agreement, and this service shall cease upon termination of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have read this Agreement, understand it, and agree to be bound by its terms as of the Effective Date.

[SELLER'S NAME],

a [Seller's jurisdiction of organization and type of organization].

By:

[Name]

[Title]

Date: _____

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

a California corporation.

By:

[Name]

[Title]

Date: _____

EXHIBIT A**DEFINITIONS**

“Accounts Payable” has the meaning set forth in Exhibit E.

“ACH” means the electronic funds transfer system operated by the National Automated Clearing House, or any successor entity.

“Actual Capacity Savings” means, for Energy Efficiency Projects only, the reduction in net capacity use and that is measured (in kW) and verified by SCE in accordance with Article 5 and Exhibit B and, for Customized Calculated Energy Efficiency Projects, as stated in the applicable Project Summary Report or Post Installation Inspection Report.

“Actual EUL” means, for Energy Efficiency Projects only, the weighted average effective useful life of the Project determined in accordance with CPUC energy efficiency decisions, resolutions, rulings, guidance documents, rulebooks, and other guidance documents, including without limitation the energy efficiency policy manual, the standards practice manual and the Customized Calculated Savings Guidelines, which is weighted based on the actual measured energy savings (in kWh), and which is calculated by dividing the sum of the product of the actual annual energy savings based on the total annual hours of operation of the Measure (in kWh) for each Measure and the effective useful life for such Measure (in years) by the total annual energy savings of all applicable Measures (in kWh/year), as set forth below:

Actual EUL

$$= \frac{\sum(\text{annual energy savings for a Measure (kWh/yr)}) * (\text{effective useful life of such Measure (yrs)})}{(\text{Total annual energy savings for all Measures (kWh/yr)})}$$

“Actual Deferral Savings” means, for Meter-Based Energy Efficiency Projects only, the reduction in net energy use for the deferral hours and that is measured (in kWh) and verified by SCE in accordance with Article 5 and Exhibit B and, for Customized Calculated Energy Efficiency Projects only, as stated in the applicable Project Summary Report or Post Installation Inspection Report.

“Actual Measured Savings” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 3.02(a) of Attachment 1.

“Affiliate” means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

“Aggregate Network Upgrade Costs” has the meaning set forth in Section 10.05(a)(i)(A).

“Agreement” has the meaning set forth in the preamble.

“AC” or “Alternating Current” means the electric current that reverses direction; it is the opposite of Direct Current.

“Applicable Laws” means the CAISO Tariff and all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Project or the terms of this Agreement and, for purposes of the Cyber Requirements only, has the meaning set forth in Exhibit N.

“Arbitrator” has the meaning set forth in Section 12.03.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

“Behind the Meter Distributed Generation” means a Project for which Option A is selected in Section 1.01(b).

“BES Cyber System” has the meaning set forth in Exhibit N.

“BES Cyber System Information” has the meaning set forth in Exhibit N.

“Bulk Electric System” or “BES” has the meaning set forth in Exhibit N.

“Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday or the Friday immediately following Thanksgiving. A Business Day begins at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.

“CAISO” means the California Independent System Operator Corporation.

“CAISO Markets” has the meaning set forth in the CAISO Tariff.

“CAISO System Event” means, for Demand Response Projects only, a Flex Alert or any emergency condition so defined and declared by the CAISO.

“CAISO System Event Dispatch” has the meaning, for Demand Response Projects only, set forth in Section 1.03(c) of Attachment 1.

“CAISO System Event Hours” means, for Demand Response Projects only, the dates and times provided in any Flex Alert or declaration of emergency condition(s) establishing the period and duration of the CAISO System Event, as such dates and times may be updated by CAISO.

“CAISO Tariff” means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC.

“California Climate Action Registry” has the meaning set forth in Section 14.06(e).

“CAM” has the meaning set forth in Section 14.05(b).

“Capacity” means, for Behind the Meter Distributed Generation Projects and Energy Efficiency Projects only, electric generating capacity for each Generating Facility (but excluding the installed capacity of any Storage Unit that forms a part of such Generating Facility) and, for Permanent Load Shift Battery Projects only, the amount of energy extracted from an energy storage device or system, as determined under Exhibit B.

“CEC” means the California Energy Commission.

“Charging Instruction” means, for Projects utilizing energy storage only, the operating instruction, and any subsequent updates, given by SCE or the CAISO to Seller, directing the applicable Storage Unit to charge at a specific rate to a specified Stored Energy Level. For the avoidance of doubt, any Schedule, including self-schedules, submitted by SCE or awarded by the CAISO in order to effectuate a Seller Initiated Test shall not be considered a Charging Instruction.

“Claiming Party” has the meaning set forth in Section 8.02.

“Collateral Assignment Agreement” has the meaning set forth in Section 14.04(d).

“Commercial and Industrial Customer” has the meaning set forth in Section 1.02.

“Commercial Operation” means, for Demand Response Projects only, that each Generating Facility or Storage Unit included in the Project has successfully completed the demonstration set forth in Section 5.03(a) as demonstrated by SCE’s acceptance of the test.

“Confidential Information” means this Agreement, the terms and conditions and other facts with respect to this Agreement, and any and all written or recorded or oral information, data, analyses,

documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, including any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing or based upon such information, data, analyses, documents, and materials. All Edison Data, including Critical Energy Infrastructure Information, BES Cyber System Information and EPI is Confidential Information of SCE regardless of whether it is marked “confidential.” Confidential Information does not include information, data, analyses, documents, or materials that (a) are when furnished or thereafter become available to the public other than as a result of a disclosure by the receiving Party or its Representatives, or (b) are already in the possession of or become available to the receiving Party or its Representatives on a nonconfidential basis from a source other than the disclosing Party or its Representatives, provided, to the best knowledge of the receiving Party or its Representatives, as the case may be, such source is not and was not bound by an obligation of confidentiality to the disclosing Party or its Representatives, or (c) the receiving Party or its Representatives can demonstrate that the information has been independently developed without a violation of this Agreement.

“Construction Start Date” has the meaning, for Energy Efficiency Projects only, set forth in Section 4.01 of Attachment 1.

“Contract Capacity” has the meaning, for Demand Response Projects only, set forth in Section 1.03 of Attachment 1.

“Contracted Amount” has the meaning set forth in Section 1.03.

“Control Area” means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

“Coupling Type” has the meaning, for Behind the Meter Distributed Generation Projects only, set forth in Part I of Exhibit B.

“CPD Milestone Extension Date” has the meaning set forth in Section 4.07(a).

“CPUC” means the California Public Utilities Commission.

“Credit Rating” means with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancements) by S&P or Moody’s. If no rating is assigned to such entity’s unsecured, senior long-term debt or deposit obligations by any Ratings Agency, then “Credit Rating” means the general corporate credit rating or long-term issuer rating assigned to such entity by S&P or

Moody's. If an entity is rated by more than one Ratings Agency and the ratings are at different levels, then "Credit Rating" means the lowest such rating.

"Critical Energy Infrastructure Information" or "CEII" has the meaning set forth in Exhibit N.

"Critical Path Development Milestone" means any of the milestones set forth in Section 4.07.

"Customer" means a person or entity that is a customer of SCE and has an SCE customer service account number.

"Customized Calculated Energy Efficiency Project" means a Project for which Option C and the Customized Calculated Approach are selected in Section 1.01(b).

"Customized Calculated Savings Guidelines" has the meaning, for Customized Calculated Energy Efficiency Projects only, set forth in Exhibit B.

"Cyber Incident" means (a) any unauthorized access to, use of, or other breach in the security of Seller's Information Systems that contain Edison Data, or any other accidental or unauthorized access to, interception of, acquisition, disclosure, use, modification, loss, damage, or destruction of Edison Data; or (b) if caused by the action or inaction of Seller, any unauthorized access to, use of, or other breach in the security of SCE's Computing Systems, or any unauthorized access to, interception of, disclosure or acquisition of Edison Data caused by the action or inaction of Seller, Seller's affiliates or subcontractors.

"Cyber Requirements" means the requirements set forth in Exhibit N, including the cybersecurity requirements attachment thereto.

"DC" or "Direct Current" means, for Distributed Generation Projects only, the continuous, unidirectional flow of electricity through a conductor such as a wire from high to low electrical potential; it is the opposite of Alternating Current.

"Default Adjustment" has the meaning, for Demand Response Projects only, set forth in Section 6.07(b) of Attachment 1.

"Default Adjustment Value" has the meaning, for Demand Response Projects only, set forth in Section 6.07(b) of Attachment 1.

"Defaulting Party" has the meaning set forth in Section 10.01.

"Deferral Hours" means, for Behind the Meter Distributed Generation Projects, Meter-Based Energy Efficiency Projects, and Permanent Load Shift Projects only, the hours listed in the table in Section 1.03(b) of Attachment 1.

“Deferral Hour Settlement Calculation” has the meaning set forth in Section 3.02 of Attachment 1.

“Delivery Days” has the meaning, for Demand Response Projects only, set forth in Section 1.03(d) of Attachment 1.

“Delivery Hours” has the meaning, for Demand Response Projects only, set forth in Section 1.03(d) of Attachment 1.

“Delivery Period” or “Delivery Term” has the meaning set forth in Section 2.02.

“Demand Response” means a Project for which Option B is selected in Section 1.01(b).

“Demonstrated Contract Capacity” means the Facility’s total rated electric alternating current energy generating capacity which will equal the [lesser of (a) the sum of the Inverter Block Unit Capacity of all Inverter Block Units in the Facility and (b) the continuous output power rating at the expected operating power factor of the step-up transformer that connects the Facility to the Transmission/Distribution Owner’s system {*SCE Note: for solar photovoltaic technology*}] [the total of the manufacturer’s nameplate ratings of all installed Wind Turbines, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically attached to the individual Wind Turbine generators {*SCE Note: for wind technology*}] [sum of the Metered Amounts for the Demonstration Hour {*SCE Note: all other technologies*}], as determined in accordance with Appendix B.

“Deployment Payment” has the meaning set forth in Section 1.04.

“DERMS” or “Distributed Energy Resource Management Systems” means a software-based solution that allows for an operator’s real-time visibility into and control over its underlying Distributed Energy Resource capabilities. Such software shall allow SCE to exercise a heightened level of control and flexibility in the management of a Distributed Energy Resource. DERMS as used in this Agreement may be separate, distinct, and incremental to any software-based solution that allows for an operator’s real-time visibility into its underlying Distributed Energy Resource capabilities required by the SCE, Seller’s interconnection agreement, or by SCE in its capacity as T&D Provider.

“DERs Real-Time Services” has the meaning set forth in Section 6.01(d).

“Development Security” means the collateral required under Section 7.01.

“Dispatch” means, for Demand Response Projects only, the act of providing the Product to SCE, in accordance with the terms of this Agreement, pursuant to a Dispatch Instruction.

“Dispatch Instruction” means, for Demand Response Projects only, an instruction from SCE pursuant to Section 1.07 or 1.08 of Attachment 1 directing Seller to serve all or a portion of the electrical consumption of the Participating Accounts with the Project, or one or more Resource ID(s) included in the Project, pursuant to the terms of this Agreement.

“Dispute” means any and all disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Agreement, or to either Party’s performance or failure of performance under this Agreement.

“Distributed Energy Resources” or “DERs” means electrical power or capacity resources, such as distributed renewable generation, energy efficiency, energy storage and demand response technologies, interconnecting directly to a distribution-level grid or sited at or within a load center connecting to a distribution grid.

“Diverse Business Enterprise” has the meaning set forth in Section 4.05(c).

“Double Incentive” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Battery Projects only, set forth in Section 1.02(d)(vi) of Attachment 1, for Demand Response Projects only, set forth in Section 1.02(c) of Attachment 1, and, for Energy Efficiency Projects only, set forth in Section 1.02(a) of Attachment 1.

“Dual Participation Programs” has means, for Demand Response Projects only, the SCE demand response programs which permit service accounts in such programs to concurrently participate as a Participating Account under this Agreement (in accordance with CPUC Decisions 09-08-027 and 12-11-025, SCE’s Supplemental Compliance Advice Filing dated March 17, 2010, pursuant to Decision 09-08-027, Rule 24 of the SCE Tariff, and any other existing or subsequent decisions, resolutions, or rulings related to concurrent participation in demand response programs, in each case as may be amended from time to time by the CPUC), as such programs are approved, amended, added or removed from being eligible for dual participation by the CPUC from time to time.

“Early Termination Date” has the meaning set forth in Section 10.02.

“Economic Benefit” has the meaning set forth in Section 3.06(a).

“Edison Data” has the meaning set forth in Exhibit N.

“Edison Personal Information” or “EPI” has the meaning set forth in Exhibit N.

“Edison’s Computing Systems” has the meaning set forth in Exhibit N.

“Effective Date” has the meaning set forth in the preamble.

“Emission Reduction Credits” or “ERC” means emission reductions that have been authorized by a local air pollution control district pursuant to California Division 26 Air Resources; Health and Safety Code Sections 40709 and 40709.5, by which all reductions in the emission of air contaminants that are to be used to offset certain future increases in the emission of air contaminants shall be banked prior to use to offset future increases in emissions.

“Energy Baseline” or “EB” has the meaning, for Demand Response Projects only, set forth in Section 3.04 of Attachment 1.

“Energy Efficiency” means a Project for which Option C is selected in Section 1.01(b).

“Environmental Costs” means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Project, and the Project’s compliance with all applicable environmental laws, rules and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Project, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, and the costs of all Emission Reduction Credits or Marketable Emission Trading Credits required by any applicable environmental laws, rules, regulations, and permits to operate, and costs associated with the disposal and clean-up of hazardous substances introduced to the Site, and the decontamination or remediation, on or off the Site, necessitated by the introduction of such hazardous substances on the Site.

“EPC Contract” means Seller’s engineering, procurement and construction contract with the EPC Contractor.

“EPC Contractor” means the entity chosen by Seller to perform the engineering, procurement and construction activities for the Project.

“EPI Incident” has the meaning set forth in Section 9.05(c).

“Equitable Defense” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain equitable remedies may be pending.

“EUL Payment Adjustment Factor” has the meaning, for Energy Efficiency Projects only, set forth in Article 3 of Attachment 1.

“Evaluator” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Battery Projects only, set forth in Section 5.03(b)(ii) of Attachment 1 and, for Energy Efficiency Projects only, set forth in Section 5.03(a)(i) of Attachment 1.

“Event Day” means, for Demand Response Projects only, a day in which a Dispatch or Seller Dispatch occurs.

“Event of Default” has the meaning set forth in Section 10.01.

“Event Parameters” has the meaning, for Demand Response Projects only, set forth in Section 1.03(c) of Attachment 1.

“Excess Network Upgrade Costs” has the meaning set forth in Section 10.05(a)(ii)(A).

“Expected Capacity Savings” means, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Projects only, the expected aggregate reduction in SCE’s local capacity needs, as set forth in Section 1.03, resulting from Seller’s installation and operation of the Project.

“Expected Deferral Savings” means, for Behind the Meter Distributed Generation Projects, Demand Response Projects, Permanent Load Shift Projects, and Customized Calculated Energy Efficiency Projects only, the expected aggregate reduction in SCE’s local energy needs during the applicable deferral hours, measured for each hour, as set forth in Section 1.03 of Attachment 1.

“Expected EUL” has the meaning, for Energy Efficiency Projects only, set forth in Section 1.03 of Attachment 1.

“Expected Measured Monthly Deferral Savings” means, for Meter-Based Energy Efficiency Projects only, with respect to the applicable month and as set forth in Section 1.03 of Attachment 1, the expected monthly electric usage reductions (in kWhs) during the applicable hours identified in Section 1.03 of Attachment 1 of the Customer(s) at the Site(s) from the Measured Energy Baseline and caused by the Project.

“Expected Shifted Deferral Savings” means, for Permanent Load Shift Projects only, the expected aggregate reduction in SCE’s local energy needs during the Deferral Hours, as set forth in Section 1.03 of Attachment 1.

“Exporting” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Battery Projects only, set forth in Rule 21 of the SCE Tariff.

“Federal Investment Tax Credit” means investment tax credit under 26 USC 48 as in effect from time to time throughout the Delivery Period or other provision providing for a federal tax credit determined by reference to capital investment in equipment used to produce renewable electric energy from solar energy resources for which Seller, as the owner of the Generating Facility, is eligible.

“Federal Tax Credit Legislation” means, for projects utilizing energy storage, validly enacted federal legislation that provides federal income tax credits for owners of facilities that utilize equipment which receives, stores, and delivers electric energy using batteries or other energy storage technologies and means, for Distributed Generation Projects, means validly enacted federal legislation that either (i) extends the Federal Investment Tax Credit in its current form, or (ii) extends to owners of solar and geothermal generating facilities the applicability of a renewable energy tax credit determined by reference to capital investment in (A) the construction of the Generating Facility or (B) equipment used to produce renewable electric energy from solar or geothermal energy resources for which Seller, as the owner of the Generating Facility, is eligible.

“FERC” means the Federal Energy Regulatory Commission.

“Financial Consolidation Requirement” has the meaning set forth in Section 14.08(a).

“Flex Alert” means, for Demand Response Projects only, a call by CAISO to consumers to voluntarily cut back on electricity or shift electricity use to off-peak hours as designated by CAISO.

“Force Majeure” means any occurrence that was not anticipated as of the Effective Date that:

- (a) In whole or in part:
 - (i) Delays a Party’s performance under this Agreement;
 - (ii) Causes a Party to be unable to perform its obligations; or
 - (iii) Prevents a Party from complying with or satisfying the conditions of this Agreement;
- (b) Is not within the control of, and not the result of negligence of, that Party; and
- (c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, or strike or labor dispute.

Force Majeure does not include:

- (d) Reductions in performance of the Project resulting from ordinary wear and tear, deferred maintenance, operator error, or the failure of equipment or parts except to the extent such failure is otherwise the result of a Force Majeure;

- (e) Curtailment or reduction in deliveries at the direction of a T&D Provider or the CAISO when the basis of the curtailment or reduction in deliveries ordered by a T&D Provider or the CAISO is congestion arising in the ordinary course of operations of the T&D Provider's system or the CAISO Controlled Grid, including congestion caused by outages or capacity reductions for maintenance, construction or repair;
- (f) Any delay in providing, or cancellation of, any Permit by the issuing Governmental Authority, except to the extent such delay or cancellation is otherwise the result of a Force Majeure;
- (g) Any delay in providing, or cancellation of, interconnection service by a T&D Provider, except to the extent such delay or cancellation is otherwise the result of a Force Majeure;
- (h) A failure of performance of any other entity, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure;
- (i) Seller's ability to sell the Product, or any part thereof, at a price greater than the price set forth in this Agreement;
- (j) For Distributed Generation Projects, the lack of wind, sun or other fuel source of an inherently intermittent nature; and
- (k) Seller's inability to obtain or retain Customers.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“Generating Facility” has the meaning, for Distributed Generation Projects only, set forth in Section 1.02 of Attachment 1.

“Generating Facility Completion Date” has the meaning, for Behind the Meter Distributed Generation Projects only, set forth in Section 5.03(c)(iii) of Attachment 1.

“Geographic and Service Account Eligibility Verification” shall have the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 5.03(b)(ii) of Attachment 1 and, for Customized Calculated Energy Efficiency Projects only, set forth in Section 5.03(c)(ii) of Attachment 1.

“GHG Regulations” means Title 17, Division 3, Chapter 1, Subchapter 10, Article 5, Sections 95800 *et. seq.* of the California Code of Regulations, as amended or supplemented from time to time.

“Governmental Authority” means:

- (a) Any federal, state, local, municipal or other government;
- (b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
- (c) Any court or governmental tribunal.

“Governmental Charges” has the meaning set forth in Section 13.06.

“Green Attributes” means, for Distributed Generation Projects only, any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include those Green

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

Tag Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission Reduction Credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide SCE with sufficient Green Attributes to ensure that there are zero (0) net emissions associated with the production of electricity from the Project.

“Greenhouse Gas” or “GHG” has the meaning set forth in the GHG Regulations or in any other Applicable Laws.

“Hazardous Material” means any substance, waste, or material which has been designated as hazardous or toxic by the United States Environmental Protection Agency, the federal Occupational Safety and Health Administration (“OSHA”), California OSHA, the California Environmental Protection Agency, the California Office of Environmental Health Hazard Assessment, the California Department of Toxic Substances Control, the California State Water Resources Control Board, or any other environmental agency now or subsequently authorized to regulate materials in the environment or workplace.

“Holiday” means New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

“Host Unit” means, for Permanent Load Shift Thermal Projects only, a direct expansion air conditioner, process cooling or refrigeration system unit of a Customer, which has been connected to a TES Resource unit, for the purpose of enabling Seller to provide SCE the TES Resource pursuant to this Agreement. *{SCE Note: revise as necessary to reference equipment}*

“Hourly Recorded Reduction” has the meaning, for Demand Response Projects only, set forth in Section 3.02(d) of Attachment 1.

“IEEE 2030.5” means The IEEE ([Institute of Electrical and Electronics Engineers](#)) 2030.5 standard (also known as Smart Energy Profile 2.0) as the default communications protocol for Rule 21.

“IFRS” means the International Financial Reporting Standards as in effect from time to time, consistently applied.

“Indemnified Party” has the meaning set forth in Section 13.03.

“Indemnitor” has the meaning set forth in Section 13.03.

“Independent Engineer” or “IE” means an independent, non-Affiliate California registered professional engineer (with experience acceptable to SCE in its sole discretion).

“Independent Evaluator” has the meaning set forth in Section 14.05(b)(i).

“Individual Measurement Baseline” has the meaning, for Energy Efficiency Projects only, set forth in Attachment 1.

“Industry Standard Practice” has the meaning, for Energy Efficiency Projects only, set forth in the Energy Efficiency Industry Standards Practice Guidance document published by the CPUC.

“Industry Standards” mean applicable California utility industry standards, including the standards established by the California Electricity Generation Facilities Standards Committee pursuant to Public Utilities Code Section 761.3 and enforced by the CPUC, and CAISO mandated standards.

“Information Systems” means any information system(s) including internet services, computer systems, hardware, software, peripherals, data networks, broadband or telecommunications systems, servers, wireless communication systems, high-speed connectivity, cabling and other information or communication systems, regardless of the method of access to any of the foregoing, which may include but not be limited to via application programming interfaces, integration scripts, passwords, tokens or keys.

“Initial Commercial Operation Test” means, for Demand Response Projects only, the demonstration described in Section 5.03.

“Initial Delivery Date” has the meaning set forth in Section 2.06.

“Initial Delivery Deadline” has the meaning set forth in Section 2.05.

“Inspection Report” means, for Behind the Meter Distributed Generation Projects, Permanent Load Shift Projects, and Energy Efficiency Projects only, any Pre-Installation Inspection Report (if applicable), Primary Post-Installation Inspection Report, or Post-Installation Inspection Report.

“Inspections” means, for Behind the Meter Distributed Generation Projects, Permanent Load Shift Projects, and Energy Efficiency Projects only, the Pre-Installation Inspection (if applicable), the Primary Post-Installation Inspection (if applicable), and each Post-Installation Inspection.

“Installation” means, for Energy Efficiency Projects only, all of the Measures installed by Seller at a Customer’s Site pursuant to this Agreement.

“Interest Payment” means a payment amount that results from the product of the following three factors:

- (a) the dollar amount on which an interest payment is based;
- (b) for any given month in which the payment is made, the average of the annual interest rates reported for all weekdays in such month opposite the caption “Federal funds (effective)” as set forth in the H.15 release, or any successor publication, published by the Board of Governors of the Federal Reserve System; and
- (c) the number of days in the calculation period divided by 360.

“Inverter Block Unit” means, for Distributed Generation Projects only, each inverter installed on the Site as part of the Generating Facility, along with the associated DC equipment, cables, components, devices and materials that interconnect the photovoltaic modules with the inverters.

“Inverter Block Unit Capacity” means, for Distributed Generation Projects only and with respect to each Inverter Block Unit, the total rated electric alternating current energy generating capacity of such Inverter Block Unit, determined as the lesser of:

- (a) The manufacturer’s output rating of the inverter included in such Inverter Block Unit, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplate physically attached to such inverter;

- (b) The sum of the manufacturer's nameplate ratings of all photovoltaic modules included in such Inverter Block Unit, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically attached to such individual photovoltaic modules.
- (c) The continuous power output rating at the expected operating power factor of the Inverter Block Unit's medium voltage transformer.] { Comment: for solar photovoltaic technology. }

“Invoice Calculation Period” has the meaning set forth in Section 3.01 of Attachment 1.

“Invoice Date” has the meaning set forth in Section 3.01 of Attachment 1.

“Invoicing Party” has the meaning set forth in Section 3.01 of Attachment 1.

“IPMVP” has the meaning, for Energy Efficiency Projects only, set forth in Exhibit B.

“JAMS” has the meaning set forth in Section 12.02.

“kW” means a kilowatt.

“kWh” means a kilowatt-hour.

“Lender” means any financial institutions that provide(s) development, bridge, construction, permanent debt or Tax Equity Financing or refinancing for the Project to Seller.

“Letter of Credit” means an irrevocable, nontransferable standby letter of credit, substantially in the form of Exhibit G and acceptable to SCE, provided by Seller from an issuer acceptable to SCE that is a U.S. branch of a commercial bank with total assets of at least ten billion U.S. dollars (US\$10,000,000,000) and a Credit Rating of at least “A-” from S&P or “A3” from Moody's. If such bank is rated by more than one Ratings Agency and the ratings are at different levels, the lowest rating shall be the Credit Rating for this purpose.

“Letter of Credit Default” means with respect to a Letter of Credit, the occurrence of any of the following events:

- (a) the issuer of such Letter of Credit fails to maintain a Credit Rating of at least “A-” from S&P or “A3” from Moody's, as required in the definition of “Letter of Credit”;
- (b) the issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit;

- (c) the issuer of such Letter of Credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Letter of Credit;
- (d) such Letter of Credit expires or terminates, or fails or ceases to be in full force and effect at any time during the Term of this Agreement, in any such case without replacement;
- (e) Seller fails to provide an extended or replacement Letter of Credit prior to twenty (20) Business Days before the Letter of Credit expires or terminates; or
- (f) the issuer of such Letter of Credit becomes Bankrupt;

provided, no Letter of Credit Default shall occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

“Load Drop Amount” means, for Demand Response Projects only, the total load drop capacity of each Recruited Account or Participating Account.

“Local Capacity Area” has the meaning set forth in the CAISO Tariff.

“M&V Plan” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 5.03(b)(iii) of Attachment 1 and, for Customized Calculated Energy Efficiency Projects only, set forth in Section 5.03(c)(iii) of Attachment 1.

“Marketable Emission Trading Credits” means emissions trading credits or units pursuant to the requirements of California Division 26 Air Resources; Health & Safety Code Section 39616 and Section 40440.2 for market-based incentive programs such as the South Coast Air Quality Management District’s Regional Clean Air Incentives Market, also known as RECLAIM, and allowances of sulfur dioxide trading credits as required under Title IV of the Federal Clean Air Act (42 U.S.C. § 7651b (a) to (f)).

“Measure” means, for Energy Efficiency Projects only, a service or product whose installation and operation at a Customer’s premises results in a reduction in the Customer’s on-site energy or capacity use, compared to what would have happened without the service or product installation.

“Measured Energy Baseline” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 3.02(b) of Attachment 1.

“Measurement and Verification Protocol” means, for Energy Efficiency Projects only, the parameters, procedures, rules, and instructions that govern the creation of an M&V Plan in order

for the Evaluator to measure and verify the capacity and energy savings from each Installation and the Project and is more fully described in Exhibit B.

“Measurement Baseline” has the meaning, for Energy Efficiency Projects only, set forth in Attachment 1.

“Measurement Day” means, for Demand Response Projects only, a twenty-four (24) hour period that is a Delivery Day, but excluding Event Days.

“Mediator” has the meaning set forth in Section 12.02.

“Meter-Based Energy Efficiency Project” means a Project for which Option C and the Meter-Based Approach are selected in Section 1.01(b).

“Metered Amounts” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Battery Projects only, set forth in Section 3.02 of Attachment 1.

“Metering System(s)” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Projects only, set forth in Section 5.02(a) of Attachment 1.

“Minimum Capacity Requirement” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 5.03(f) of Attachment 1.

“Minimum Energy Storage Capacity” has the meaning, for Demand Response Projects only, set forth in Section 1.03 of Attachment 1.

“Minimum Requirements” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 5.03(d) of Attachment 1 and has the meaning, for Customized Calculated Energy Efficiency Projects only, set forth in Section 5.03(f) of Attachment 1.

“Moody's” means Moody's Investors Service, Inc.

“MW” means megawatt or megawatts.

“MWh” means megawatt-hour or megawatt-hours.

“Nameplate Capacity” means the lesser of the total alternating current real power rating of the generator nameplate(s) (kW) and the nameplate power rating of the turbines (kW).

“NERC” means the North American Electric Reliability Corporation.

“NERC CIP Project” has the meaning set forth in Exhibit N.

“NERC Responsibilities” means the document entitled “NERC Reliability Standards - Responsibilities of the Generator Operator, Scheduling Coordinator, CAISO, and Reliability Coordinator” or other successor description or document on the CAISO website at the time of the violation.

“NERC Standards Non-Compliance Penalties” means all penalties assessed by FERC, NERC (through WECC or otherwise) or other Governmental Authority for violations of the NERC Reliability Standards by the Project or Seller, as Generator Operator or other applicable category.

“Net Energy Metering” has the meaning set forth in Rule 21 of the SCE Tariff.

“Network Upgrades” has the meaning set forth in Section 5.01(a)(i).

“Network Upgrades Cap” has the meaning set forth in Section 10.05(a)(i)(A).

“NMEC Rulebook” means, for Energy Efficiency Projects only, that certain rulebook published by the CPUC that summarizes the CPUC’s requirements for programs and projects based on normalized metered energy consumption, which, as of the Effective Date, is located at the following website address: <https://www.cpuc.ca.gov/general.aspx?id=6442456320>.

“Non-Defaulting Party” has the meaning set forth in Section 10.02.

“Non-Exporting” has the meaning, for Behind the Meter Distributed Generation Projects and Demand Response Projects only, set forth in Rule 21 of the SCE Tariff. *{SCE Note: delete if corresponding bracketed language is removed from the agreement}*

“Non-IOU Fuel Source” means, for Energy Efficiency Projects only, any fuel source, not provided or supplied by the T&D Provider, capable to supply energy or meet the electric load or demand of a facility; including solar photovoltaics, energy storage system(s), cogeneration plant(s)/system(s), and fuel cell(s). *{SCE Note: delete if the RFO-specific addendum does not use this term.}*

“Notice” means notices, requests, statements or payments provided in accordance with Section 14.02 and Exhibit E.

“Operating Months” has the meaning, for Demand Response Projects only, set forth in Section 1.03(d) of Attachment 1.

“Participating Account” has the meaning, for Demand Response Projects only, set forth in Section 6.06(c) of Attachment 1.

“Party” or “Parties” has the meaning set in the preamble.

“Paying Party” has the meaning set forth in Section 3.01 of Attachment 1.

“Payment Date” has the meaning set forth in Section 3.01 of Attachment 1.

“Performance Assurance” means the collateral required under Section 7.02.

“Performance Data Provider” or “PDP” has the meaning, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Projects only, set forth in Section 5.02(a) of Attachment 1.

“Performance Monitoring and Reporting Service Provider” or “PMRS” means, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Project only, an entity capable of performing the monitoring and reporting activities described for a PMRS in the “California Public Utilities Commission California Solar Initiative Program Handbook,” as amended.

“Performance Payment” has the meaning set forth in Section 1.04.

“Permanent Load Shift” means a Project for which Option D is selected in Section 1.01(b).

“Permanent Load Shift Battery Project” means a Project for which Option D and Battery Energy Storage Equipment are selected in Section 1.01(b).

“Permanent Load Shift Thermal Project” means a Project for which Option D and Thermal Energy Storage Equipment are selected in Section 1.01(b).

“Permits” means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO, in order to develop, construct, operate, maintain, improve, refurbish and retire the Project and deliver the Product to SCE in accordance with this Agreement.

“Permit Requirements” means any requirement or limitation imposed as a condition of a permit or other authorization relating to construction or operation of the Project or related facilities, including limitations on any pollutant emissions levels, limitations on fuel combustion or heat input throughput, limitations on operational levels or operational time, limitations on any specified operating constraint, requirements for acquisition and provision of any Emission Reduction Credits or Marketable Emission Trading Credits; or any other operational restriction or specification related to compliance with any Applicable Laws.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Post-Installation Inspection” means, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Projects only, an inspection of the Project, or any component thereof,

which satisfies the requirements described in Section 5.03(c)(i) of Attachment 1 and Exhibit B; for Meter-Based Energy Efficiency Projects only, an inspection of the Project, or any component thereof, which satisfies the requirements described in Section 5.03(d) of Attachment 1; and, for Customized Calculated Energy Efficiency Projects only, an inspection of the Project, or any component thereof, which satisfies the requirements described in Section 5.03(g) of Attachment 1.

“Post-Installation Inspection Report” means, for Behind the Meter Distributed Generation Projects, Permanent Load Shift Projects, and Energy Efficiency Projects only, the report prepared by an Evaluator setting forth the Evaluator’s findings from the Post-Installation Inspection. At a minimum, the Post-Installation Inspection Report must include the information identified in Exhibit B.

“Pre-Installation Description” means, for Behind the Meter Distributed Generation Projects, Permanent Load Shift Projects, and Energy Efficiency Projects only, the description set forth in Exhibit B, Part I.

“Pre-Installation Inspection Report” means, for Energy Efficiency Projects and Permanent Load Shift Thermal Projects only, the report prepared by an Evaluator setting forth the Evaluator’s findings from the Pre-Installation Inspection. At a minimum, the Pre-Installation Inspection Report must include the information identified in Exhibit B.

“Pre-Installation Inspection” means, for Permanent Load Shift Thermal Projects only, an inspection of an Installation which satisfies the requirements described in Section 5.03(b) of Attachment 1 and Exhibit B, for Meter-Based Energy Efficiency Projects only, an inspection of an Installation which satisfies the requirements described in Section 5.03(c)(i) of Attachment 1 and Exhibit B; and, for Customized Calculated Energy Efficiency Projects only, an inspection of an Installation which satisfies the requirements described in Section 5.03(d)(i) of Attachment 1 and Exhibit B.

“Prevention Equipment” means all equipment necessary to prevent, suppress and contain any fire, flooding, explosion, leak of hazardous material or other injury or damage at the Site(s).

“PRG” has the meaning set forth in Section 14.05(b).

“Primary Post-Installation Inspection” means, for Customized Calculated Energy Efficiency Projects only, an inspection of the Project which satisfies the requirements described in Section 5.03(e)(i) of Attachment 1 and Exhibit B.

“Primary Post-Installation Inspection Report” means, for Customized Calculated Energy Efficiency Projects only, the report prepared by an Evaluator setting forth the Evaluator’s

findings from the Primary Post-Installation Inspection. At a minimum, the Primary Post-Installation Inspection Report must include the information identified in Exhibit B.

“Product” has the meaning set forth in Section 1.01.

“Product Price” has the meaning set forth in Section 1.04.

“Program Effective Date” means the effective date of the first contract executed with respect to the Project under the Integrated Distributed Resources Partnership Pilot.

“Prohibited Resources” means, for Demand Response Projects only, distributed generation technologies using diesel, natural gas, gasoline, propane or liquefied petroleum gas, in topping cycle combined heat and power or non-combined heat and power configuration. The following resources are not Prohibited Resources: pressure reduction turbines, waste-heat-to-power bottoming cycle combined heat and power, resources powered by renewable fuels (i.e., renewable gas, renewable fuel, renewable diesel, or biodiesel) that have received renewable certification from the California Air Resources Board, and energy storage resources not coupled with fossil fueled resources.

“Prohibited Resources Plan” has the meaning, for Demand Response Projects only, set forth in Section 6.11(g) of Attachment 1.

“Project” has the meaning set forth in Section 1.02.

“Project and Measure Description” means, for Energy Efficiency Projects only, a description prepared by Seller of the Measures Seller will use in each Project, the proposed Individual Measurement Baselines, and how the Measures will improve pre-installation capacity and energy conditions, as more fully described in Exhibit B and in: (1) for Customized Calculated Energy Efficiency Projects, the Customized Calculated Savings Guidelines, (2) for Meter-Based Energy Efficiency Projects, the NMEC Rulebook.

“Project Completion Date” has the meaning set forth in Section 2.04.

“Project Completion Deadline” has the meaning set forth in Section 2.03.

“Project Measurement and Verification Protocol” means, for Behind the Meter Distributed Generation Projects and Permanent Load Shift Projects only, the parameters, procedures, rules, and instructions that govern the protocol for the Evaluator to measure and verify the capacity and energy savings from the Project as more fully described in Exhibit B.

“Project Progress Report” has the meaning set forth in Section 4.06.

“Project Security” means Development Security or Performance Assurance.

“Project Summary Report” has the meaning, for Customized Calculated Energy Efficiency Projects only, set forth in Section 5.03(f)(i) of Attachment 1.

“Protective Apparatus” means control devices (such as meters, relays, power circuit breakers and synchronizers) as specified in the interconnection agreement or related agreement for the Project or as SCE reasonably determines to be necessary for proper and safe operation of the Project in parallel with the T&D Provider’s electric system or the CAISO Controlled Grid.

“Prudent Electrical Practices” means those practices, methods and acts that would be implemented and followed by prudent operators of facilities or resources similar to the Project, in the Western United States, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known or that should reasonably have been known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers’ warranties, restrictions in this Agreement, WECC standards, and Applicable Laws.

Prudent Electrical Practices also includes taking reasonable steps to ensure that:

- (a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the needs of the Project;
- (g) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Project properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Project and transmission emergencies whether caused by events on or off the Site;
- (h) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Project, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
- (i) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
- (j) Equipment is not operated in a reckless manner, in violation of manufacturer’s guidelines or in a manner unsafe to workers, the general public, or the T&D Provider’s electric system or contrary to environmental laws, permits or

regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and

- (k) Equipment and components are designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy storage facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site(s) and under both normal and emergency conditions.

“Qualifying Meter” means, for Demand Response Projects and Meter-Based Energy Efficiency Projects only, an SCE-approved interval meter capable of recording usage in 15-minute intervals and being read remotely by SCE through electronic communication.

“Quarter” or “Quarterly” means the first three calendar months beginning on the first day of the Delivery Period, and each subsequent three calendar month period.

“Ratings Agency” means any of S&P and Moody’s (collectively, the “Ratings Agencies”).

“Recovery Plan” has the meaning set forth in Section 4.07(a).

“Recruited Account” means, for Demand Response Projects only, each Customer that SCE may instruct Seller to Dispatch as a part of the Project, as identified by Seller pursuant to Section 6.06.

“Reduced Price Percent” has the meaning set forth in Section 3.06(a).

“Renewable Energy Credit” or “REC” has the meaning, for Distributed Generation Projects, set forth in CPUC Decision D.08-08-028, as such definition may be modified by the CPUC or Applicable Law from time to time.

“Representatives” means the Party’s, or the Party’s Affiliates’, officers, directors, employees, Lenders, rating agencies, counsel, accountants, and advisors.

“Required Material” means any permit, license, application, certification, design, specification, program, agreement, instrument, equipment, device, mechanism, or any other item in connection with the Project to be reviewed or approved by SCE or on SCE’s behalf, or requested or required of Seller by SCE or on SCE’s behalf, under this Agreement.

“Reservation Payment” has the meaning set forth in Section 1.04.

“Residential Customer” has the meaning set forth in Section 1.02.

“Resource ID” has the meaning set forth in the CAISO Tariff.

“S&P” means Standard & Poor’s Financial Services LLC.

“SCE” or “Buyer” has the meaning set forth in the preamble.

“SCE Contract Administration” has the meaning set forth in Exhibit E.

“SCE’s Evaluator” means, for Behind the Meter Distributed Generation and Energy Efficiency Projects only, an Evaluator engaged by SCE.

“SCE Tariff” means the entire body of effective rates, rentals, charges, and rules, collectively, of SCE, including title page, preliminary statement, rate schedules, rules, sample forms, service area maps, and lists of contracts and deviations, all as may be revised from time to time, and which can be found at <http://www.sce.com/AboutSCE/Regulatory/tariffbooks/rules.htm>.

“SEC” means the Securities and Exchange Commission.

“Security Interest” has the meaning set forth in Section 7.04.

“Seller” has the meaning set forth in the preamble.

“Seller’s Evaluator” means an Evaluator engaged by Seller.

“Settlement Interval” has the meaning, for Behind the Meter Distributed Generation Projects, Energy Efficiency Projects, and Permanent Load Shift Projects only, any one of the four fifteen (15) minute time intervals beginning on any hour and ending on the next hour (e.g., 12:00 to 12:15 p.m., 12:15 to 12:30 p.m., etc.) as recorded by the Metering System.

“Shifted Deferral Savings” has the meaning for Permanent Load Shift – Thermal Projects only, set forth in Section 3.02 of Attachment 1.

“Site” means the real property on which the Project or any portion of the Project is, or will be located, as further described in Section 1.02 and Exhibit B. *{SCE Note: may require additional description in addition to Exhibit B (e.g., parcel map, legal description)}*

“Site Construction Start Date” has the meaning, for Meter-Based Energy Efficiency Projects only, set forth in Section 3.02 of Attachment 1.

“Small Commercial Customer” has the meaning set forth in Section 1.02.

“Special Purpose Entity” has the meaning set forth in Section 9.02(a)(i).

“State of Charge” or “SOC” means, for Behind the Meter Distributed Generation and Demand Response Projects only, the amount of electric energy in a Storage Unit expressed as a percent of the maximum amount of electric energy a Storage Unit is capable of storing (e.g., 80% SOC).

“Storage-Backed Load Drop Amount” means, for Demand Response Projects, the total load drop capacity achieved through the use of energy storage, as identified by Seller pursuant to Section 6.06(a) for each Recruited Account that uses energy storage.

“Storage-Backed Project” means, for Behind the Meter Distributed Generation Projects only, a Project that is described in Section 1.02 of Attachment 1 as including Energy Storage.

“Storage-Backed Recorded Capacity” means, for Demand Response Projects only and for any particular Operating Month, the amount of Total Recorded Capacity attributable to Participating Accounts that use energy storage, as identified by Seller in Sections 6.06(a) and (c) of Attachment 1.

“Storage Unit” means, for Projects utilizing energy storage, all components required to store electrical energy.

“Storage Unit Completion Date” has the meaning, for Permanent Load Shift Projects only, set forth in Section 5.03(c)(iii) of Attachment 1.

“Sub-Load Aggregation Point” or “SLAP” means, for Demand Response Projects only, the geographic location corresponding to each customer service account.

“SunSpec 2030.5/CSIP Certification” means testing and certification to the IEEE 2030.5-2018 protocol through SunSpec’s Common Smart Inverter Profile (CSIP) aggregator profile certification process (<https://sunspec.org/2030-5-csip/>) for distributed energy resources connected to California investor-owned utilities.

“T&D Provider” means any entity or entities (other than Seller, Customers, or their respective Affiliates) responsible for the interconnection of the Project with the distribution or transmission system.

“Tax Credit Percentage” means the tax credit percentage, applicable to property eligible under Federal Tax Credit Legislation for which Seller, as the owner of the Project, is eligible.

“Tax Equity Financing” means a transaction or series of transactions involving one or more investors seeking a return that is enhanced by tax credits and/or tax depreciation and generally (i) described in Revenue Procedures 2001-28 (sale-leaseback (with or without “leverage”)), 2007-

65 (flip partnership) or 2014-12 (flip partnership and master tenant partnership) as those revenue procedures are reasonably applied or analogized to the Project or (ii) contemplated by Section 50(d)(5) of the Internal Revenue Code of 1986, as amended (a pass-through lease).

“Telemetry System” means, for Behind the Meter Distributed Generation Projects, Demand Response Projects, and Permanent Load Shift Battery Projects only, a system of electronic components that allow for DERs Real-Time Services as described in Section 5.02(e) of Attachment 1.

“Term” has the meaning set forth in Section 2.01.

“Termination Payment” means the sum of all amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement, less any amounts owed by the Non-Defaulting Party to the Defaulting Party determined as of the Early Termination Date.

“TES Resource” means, for Permanent Load Shift Thermal Projects only, the ability to serve all or a portion of the Measures pursuant to the terms of this Agreement, which Seller may provide (a) through the use of all or a portion of the Project, as further described in Exhibit B, or (b) by turning off the [compressor of a direct expansion air conditioner, process cooling or refrigeration system]. *{SCE Note: revise subsection (b) as necessary to reference equipment}*

“Title 20” means, for Energy Efficiency Projects only, the California Code of Regulations, Title 20, in effect as of the Effective Date.

“Title 24” means the California Code of Regulations, Title 24, in effect as of the Effective Date.

“Total Recorded Capacity” has the meaning, for Demand Response Projects only, set forth in Section 3.02(c) of Attachment 1.

“Total Savings Percentage” has the meaning, for Customized Calculated Energy Efficiency Projects only, set forth in Section 3.03(c) of Attachment 1.

“Type One Non-Compliance” has the meaning, for Demand Response Projects only, set forth in Section 6.07(g) of Attachment 1.

“Type Two Non-Compliance” has the meaning, for Demand Response Projects only, set forth in Section 6.07(g) of Attachment 1.

“Unrelated Energy Discharge” has the meaning, for Behind the Meter Distributed Generation Projects only, set forth in Section 6.05(b) of Attachment 1.

“Verification Administrator” has the meaning, for Demand Response Projects only, set forth in CPUC Resolution E-4838 and CPUC Resolution E-4906.

“Web Client” means, for Demand Response Projects only, a web-based system approved by SCE.

“WECC” means the Western Electricity Coordinating Council.

“Wholly Incremental” means, for Energy Efficiency Projects only, those Measures that: (1) have been removed or deactivated from a California portfolio administrator’s solution code list, as published by a portfolio administrator from time to time, (2) are on a California portfolio administrator’s solution code list but have otherwise been rendered ineligible for energy efficiency programs by the CPUC; or (3) constitutes a new solution code that is not on a California portfolio administrator’s solution code list and is not eligible for other energy efficiency programs, each as determined by SCE.

“WREGIS” means the Western Renewable Energy Generation Information System.

“WREGIS Certificate(s)” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the rules published by the Western Electricity Coordination Council for the rules and operations of WREGIS.

*** End of EXHIBIT A ***

EXHIBIT B[-1]

PROJECT DESCRIPTION

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}

EXHIBIT B[-1]

PROJECT DESCRIPTION

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}

BEHIND THE METER DISTRIBUTED GENERATION/ENERGY STORAGE

PART I. PRE-INSTALLATION DESCRIPTION.

The Pre-Installation Description sets forth the items necessary to determine the level of energy savings for a Generating Facility.

A. Pre-Installation Description.

With respect to each generating facility at a Customer Site that will become part of a Generating Facility and the Project, Seller shall provide to SCE in the Pre-Installation Description:

- (a) The Customer's name(s), and the address of the Site where the new generating facility will be installed or the existing generating facilities will be modified;
- (b) The associated SCE service account number;
- (c) Redacted copy of enforceable contract between Seller and Customer(s)
- (d) When construction or installation is scheduled to begin (if applicable)
- (e) Specific circuit name and substation name to which the Customer's location interconnects to the distribution grid
- (f) The Generating Facility's remaining useful life.
- (g) Copies of the completed applications for interconnection for the new facility and the interconnection queue position number (GFID#):

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- (h) Copies of any technical drawings and facility description(s) provided to the SCE interconnection department.
- (i) For existing Generating Facilities, identify whether interconnected under Rule 21 or another interconnection tariff.
- (j) For Storage-Backed Projects, a description of the nature of the electrical connection between the photovoltaic and storage components of a Generating Facility (the “Coupling Type”) as either “DC-coupled”, meaning that the storage system’s point of connection with the solar array is on the DC side, or “AC-coupled”, meaning that the storage system’s point of connection with the solar array is on the AC side. Seller may only include Generating Facilities of a similar Coupling Type within the Project.
 - 1. Nameplate in MW (AC)
 - 2. Storage depth MWh (AC)
 - 3. Storage Max discharge MW (AC)
- (k) Generator Fuel Use description (if applicable)
- (l) The Nameplate Capacity (AC) of the Generating Facility(ies),
- (m) The Generating Facility’s Expected Deferral Savings (hourly production for the Delivery Period in kWh) listed out as:
 - (i) generator production,
 - (ii) energy storage discharge (as applicable),
 - (iii) total of generator production and,
 - (iv) total of energy storage (as applicable).
- (n) A Generating Facility description for each Generating Facility including:
 - (i) a table listing the major components and their technical descriptions
 - (ii) the same technical drawings and facility description provided to the T&D Provider as part of Seller’s interconnection request for the

Generating Facility, including a single-line diagram and an array layout.

Seller's Generating Facility description must include a written description of the Generating Facility, a site plan drawing showing the general arrangement of the Generating Facility, and single-line diagram(s) showing electrical arrangement of generating equipment, inverters, unit/service transformers, interconnection transformers, metering, breakers, disconnects (as applicable) and the battery configuration (as applicable) to enable charging and discharging of distributed generation energy. To the extent applicable, Seller must include the designation system by which Seller identifies individual generating units.

PART II. PROJECT MEASUREMENT AND VERIFICATION PROTOCOL.

For Generating Facilities for Small Commercial Customers or Residential Customers that do not involve modifications to existing equipment, the Evaluator shall conduct Post-Installation Inspections of all Generating Facilities until, following the completion and acceptance by SCE of five (5) Post-Installation Inspections, the Evaluator shall conduct Post-Installation Inspections only of Generating Facilities selected by SCE, which may be no more than 1:10 (unless SCE determines that additional Post-Installations are advisable, in which case SCE may require Post-Installation Inspections of additional Generating Facilities selected by SCE). SCE will notify the Seller, within ten (10) Business Days after receipt of Seller's request for Permission to Operate, whether or not SCE will require a Post-Installation Inspection of such Generating Facilities. The Expected Deferral Savings provided in the Pre-Installation Description will be used for Generating Facilities for which no Post-Installation Inspection is conducted.

PART III. POST-INSTALLATION INSPECTION.

As part of the Post-Installation Inspections, among other things, the Evaluator shall perform one or both of the following: (a) determine whether each Generating Facility included in the Project has been completed and installed in accordance with this Exhibit B and is operating as planned and designed; and (b) provide a Post-Installation Inspection Report certifying that the Evaluator witnessed a one-hour Capacity Demonstration Test to determine the Generating Facility's total rated Alternating Current energy generating capacity installed at the Site, as measured pursuant to the methodology established in this Exhibit B.

PART IV. POST-INSTALLATION INSPECTION REPORT.

At a minimum, the Post-Installation Inspection Report shall include:

- (a) The Customer's name, retail service account number, and address.
- (b) Equipment inventory, including nameplate data, location, and condition (including photographs).
- (c) A description of the Generating Facility, including:
 - (i) Generator, Storage Unit, if applicable, meter(s), and inverters manufacturer,
 - (A) Model number (if model nameplate is not visible, invoice is necessary for verification)
 - (B) Meter model number, meter number, serial number, and whether if it is a revenue grade IDR CEC approved meter
 - (l) Generating Facility Operation
 - (i) Time of inspection, operating parameters, and output at time of inspection.
 - (ii) The Demonstrated Contract Capacity in MW.
 - (iii) Verification of Metering System(s) measuring only the Generating Facility and measuring from the AC side.
 - (iv) Verify Storage Unit operating modes (standby, charging, discharging)
- (d) Verification, for each Generating Facility, that at minimum the Evaluator witnessed a one-hour capacity demonstration test to determine the Demonstrated Contract Capacity.
- (e) Verification that the Demonstrated Contract Capacity equals or exceeds the Capacity provided in the Pre-installation description
- (f) Verification if the Generating Facility is interconnected as an Exporting or Non-Exporting project under Rule 21 or Wholesale Distribution Access Tariff (WDAT) of the SCE Tariff.
- (g) Attestation that the Generating Facility has a remaining design life to support the term of the contract after the Initial Delivery Date.

- (h) The Evaluator's statement as to whether the Generating Facility has been completed and installed in accordance with this Exhibit B.
- (i) The Evaluator's statement as to whether the Generating Facility is operating as planned and designed.
- (j) The Evaluator's statement as to whether the Generating Facility's Demonstrated Contract Capacity, when aggregated with all other Generating Facilities constituting the Project, is equal or greater than the Contract Capacity and will result in capacity savings and a reduction in energy use that will be capable of delivering the Expected Deferral Savings.

*** End of EXHIBIT B ***

EXHIBIT B[-2]

PROJECT DESCRIPTION

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}
DEMAND RESPONSE

PART I. PROJECT AND SITE DESCRIPTION.

1. Project Description.

{SCE Note: Seller must provide description of the Project equipment, systems, control systems and features, including a site plan drawing showing the general arrangement of the Project, and a single-line diagram(s) showing electrical arrangement of the equipment, inverters, unit/service transformers, interconnection transformer(s), metering, breakers, and disconnects (as applicable). To the extent applicable, Seller must include the designation system by which Seller identifies individual storage units.}

2. Site Description.

{SCE Note: Seller must provide a legal description of the site, including a site map.}

EXHIBIT B[-3]**PROJECT DESCRIPTION**

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}

ENERGY EFFICIENCY**PART I. GEOGRAPHIC AND SERVICE ACCOUNT ELIGIBILITY VERIFICATION.**

A Geographic and Service Account Eligibility Verification is required to determine whether a proposed Measure at a proposed Installation at a Customer Site meets the eligibility requirements of this Agreement.

PART II. PRE-INSTALLATION DESCRIPTION.

The Pre-Installation Description for each Site sets forth the pre-Project conditions necessary for determining the Contracted Amount attributable to such Site. For Installations with a Customized Calculated approach, the Pre-Installation Description for each Site shall include a circuit hour deferral table showing the Measurement Baseline and Expected Deferral Savings for each Deferral Hour.

PART III. PROJECT AND MEASURES DESCRIPTION.

The Project and Measure Description must include the additional following components, as applicable:

- Lighting measures should follow the Design Lights Consortium (DLC) Tech Spec for all LED lighting measures; all lighting measures should be UL or Edison Testing Labs (ETL) certified;
- Residential lighting needs to incorporate ENERGY STAR in addition to the DLC lists;
- For interior residential lighting, the lighting may be on the ENERGY STAR website and not the DLC; and
- Description of any existing or planned Non-IOU Fuel Source(s) or other demand reducing mechanisms and how the savings from those mechanisms will be distinct and separate from the savings resulting from the Measures.

PART IV. MEASUREMENT AND VERIFICATION PROTOCOL.

Seller shall create an M&V Plan for each Site Installation consistent with the following

Measurement and Verification Protocols. In addition, all Inspections shall be consistent with, as applicable, the:

- (a) *Customized Calculated Savings Guidelines for Non-Residential Programs*, Southern California Edison V.17. (or its successor) for Projects with a Customized Calculated Approach (the “Customized Calculated Savings Guidelines”). The NMEC Rulebook, for Projects with a Metered-Based Approach.
- (b) *International Performance Measurement and Verification Protocol: Concepts and Options for Determining Energy and Water Savings, Volume 1*, Efficiency Valuation Organization (December 2014) (or its successor) (“IPMVP”).
- (c) *Energy Efficiency Evaluation Protocol*, California Public Utilities Commission (2006) (or its successor).

In the event of any conflict between terms contained in this Agreement or any of the other documents identified in clauses (a)-(c) above, the conflict shall be resolved by the following priority of documents: (i) Agreement (including this Exhibit B), (ii) Customized Calculated Savings Guidelines or NMEC Rulebook, as applicable, (iii) IPMVP, and (iv) *Energy Efficiency Evaluation Protocol*.

For Installations with a Customized Calculated Approach in establishing the Measurement Baseline for the Project, the most recent version of the Customized Calculated Savings Guidelines shall apply. Seller shall develop the M&V Plan in compliance with the Customized Calculated Savings Guidelines and shall establish the Measurement Baseline for the Project for capacity use (expressed in kW), and energy use (expressed in kWh).

For Installations with a Customized Calculated Approach: (1) in determining Actual Capacity Savings and Actual Deferral Savings for each applicable hour identified on the table in Section 1.03 of Attachment 1, the Evaluator shall normalize its measurements taken at the time of the applicable Primary Post-Installation Inspection or Post-Installation Inspection to be representative of the same hours that were used to measure the Measurement Baseline and each Individual Measurement Baseline and in making such determinations, any capacity or energy savings amount shall be measured from the applicable Measurement Baseline or Individual Measurement Baseline; and (2) the Evaluator shall also measure and verify each of the Actual Deferral Savings and Actual Capacity Savings and verify the values in the circuit hour deferral table provided as part of the Pre-Installation Description for each Site in accordance with the approved M&V Plan for the Site.

For Installations with a Meter-Based Approach in establishing the Measurement Baseline for the Project, the most recent version of the CPUC’s Rulebook for Programs and Projects Based on Normalized Metered Energy Consumption for Site-Level NMEC projects shall apply. Seller shall develop the M&V Plan in compliance with the NMEC Rulebook and shall establish the Measurement Baseline for the Project for capacity use (expressed in kW), and

energy use (expressed in kWh).

For Installations with a Meter-Based Approach: (1) in determining Actual Capacity Savings and Actual Deferral Savings for each applicable hour identified on the table in Section 1.03 of Attachment 1, the Evaluator shall normalize its meter measurements to be representative of the same hours that were used to measure the meter-based Measurement Baseline and in making such determinations, any capacity or energy savings amount shall be measured from the applicable meter-based Measurement Baseline; and (2) the Evaluator shall also measure and verify each of the Actual Deferral Savings and Actual Capacity Savings and verify the values in the circuit hour deferral table provided as part of the Pre-Installation Description for each Site in accordance with the approved M&V Plan for the Site.

PART V. PRE-INSTALLATION INSPECTION.

The Evaluator shall conduct the Pre-Installation Inspection consistent with this Measurement and Verification Protocol, the applicable M&V Plan and the timelines set forth in the Agreement.

The Pre-Installation Inspection Report, and data from the report, will be provided in a format mutually agreed to by SCE and the Evaluator. At a minimum, the report shall include:

- (a) For each Installation, the Customer's Name, retail service account number, and address.
- (b) A determination of the actual energy use and capacity use of the equipment or process that is the subject of a Measure and the energy use and capacity use of such equipment or process as if such equipment or process satisfied Title 20 or Title 24 or other applicable measurement baseline in the Customized Calculated Savings Guidelines for Non Residential Programs.
- (c) For each Installation that is part of the Project, a full description of such Customer's typical operations including the operation of any Non-IOU Fuel Source(s)
- (d) Equipment inventory, including nameplate data, location, condition (including photographs), and equipment operating procedures (e.g., schedules and set points, pressures, temperatures, etc.) that are associated with each Measure and with any Non-IOU Fuel Source(s)
- (e) A record of any person present during the Pre-Installation Inspection, and the role such individuals were taking.
- (f) A record of any unusual or abnormal conditions or events that occurred during the

- Pre-Installation Inspection and any actions taken in response thereto.
- (g) The Evaluator's statement, including supporting documentation, of whether the Pre-Installation Description is correct
 - (h) For Installations with a Customized Calculated approach, a circuit hour deferral table showing the Measurement Baseline and Actual Deferral Savings for each Deferral Hour and a description of any deviations between the Evaluator-provided table and the table provided by Seller as part of the Pre-Installation Description.
 - (i) The Evaluator's statement, including supporting calculations and documentation, of the Measurement Baseline and the proposed measure(s) (including how it relates to the Contracted Amounts).
 - (j) A statement regarding measurement accuracy and data uncertainty of measurement equipment.
 - (k) Statement regarding any redundant, non-operational equipment for each Installation that is part of the Project. Savings from such units or any other equipment that does not contribute to each of the Contracted Amounts shall not be included in the savings estimate.

PART VI. PRIMARY POST-INSTALLATION INSPECTION (FOR CUSTOMIZED CALCULATED APPROACH) AND POST-INSTALLATION INSPECTION (FOR METER-BASED APPROACH).

The Evaluator shall conduct each Primary Post-Installation Inspection or Post-Installation Inspection, as applicable, consistent with this Measurement and Verification Protocol, the applicable M&V Plan. As part of those Inspections, among other things, the Evaluator shall determine whether: (i) the Installation has been completed and installed in accordance with the applicable M&V Plan; (ii) all Measures in the Installation are operating as planned and designed; (iii) the Installation reduced the capacity use at the Site; and (iv) the Installation will result (or has resulted, as applicable) in a reduction in the energy use at the Site.

Each Primary Post-Installation Inspection Report, and data from the report, will be provided in a format mutually agreed to by SCE and the Evaluator. At a minimum, the report shall include:

- (a) For each Installation, the Customer's Name, retail service account number, and address.
- (b) For each Installation, a full description of each Customer's typical operations.

- (c) Equipment inventory, including nameplate data, location, condition (including photographs), and equipment operating procedures (e.g., schedules and set points, pressures, temperatures, etc.) that are associated with each Measure and with any planned and existing Non-IOU Fuel Source(s).
- (d) A full description of each Measure installed as part of the Installation.
- (e) A record of any person present during the Primary Post-Installation Inspection, and the role such individuals were taking.
- (f) A record of any unusual or abnormal conditions or events that occurred during the Primary Post-Installation Inspection and any actions taken in response thereto.
- (g) The Evaluator's statement, and supporting documentation, as to whether each Measure in the Installation has been completed and installed in accordance with the applicable M&V Plan.
- (h) The Evaluator's statement, and supporting documentation, as to whether each Measure in the Installation is operating as planned and designed.
- (i) The Evaluator's statement, and supporting calculations and documentation, as to the amount the Installation reduced capacity use at the Site taking into account savings resulting from any planned and existing Non-IOU Fuel Source(s).
- (j) The Evaluator's statement, and supporting calculations and documentation, as to the amount the Installation will result in a reduction in the energy use at the Site taking into account savings resulting from any planned and existing Non-IOU Fuel Source(s).
- (k) A statement regarding measurement accuracy and data uncertainty of measurement equipment.
- (l) Statement regarding any redundant, non-operational equipment for each Installation that is part of the Project. Savings from such units or any other equipment that does not contribute to each of the Expected Deferral Savings shall not be included in the savings estimate.

PART VII. PROJECT SUMMARY REPORT (FOR CUSTOMIZED CALCULATED APPROACH).

For the Project Summary Report, if applicable, the Evaluator shall determine whether: (i) the Project has been completed and installed in accordance with the applicable M&V Plans; (ii) all Measures in each Installation of the Project are operating as planned and designed; (iii) the Project reduced the capacity use at the Sites in an amount equal to the Expected Deferral

Savings; (iv) the Project will result (or has resulted, as applicable) in a reduction in the energy use at the Sites in an amount equal to each of the Expected Deferral Savings; and (v) the Project will result (or has resulted, as applicable) (or has resulted, as applicable) in an Actual EUL equal to the Expected EUL.

The Evaluator shall prepare the Project Summary Report within the number of Business Days specified in the Agreement after the completion of any final Primary Post-Installation Inspection for the Project. The report, and data from the report, will be provided in a format mutually agreed to by SCE and the Evaluator. At a minimum, the report shall include:

- (a) The Evaluator's statement, including supporting documentation, as to whether each Measure at each Installation in the Project has been completed and installed in accordance with the applicable M&V Plan.
- (b) The Evaluator's statement, including supporting documentation, as to whether each Measure at each Installation in the Project is operating as planned and designed.
- (c) The Evaluator's statement, including supporting calculations and documentation, as to whether the Project reduced the capacity use at the Sites in an amount equal to the Expected Deferral Savings taking into account and savings resulting from any planned and existing Non-IOU Fuel Source(s).
- (d) The Evaluator's statement, including supporting calculations and documentation, as to whether the Project will result in a reduction in the energy use at the Sites in an amount equal to the Contracted Amounts taking into account savings resulting from any planned and existing Non-IOU Fuel Source(s).
- (e) A statement regarding measurement accuracy and data uncertainty of measurement equipment.
- (f) A statement regarding any redundant, non-operational equipment for each Installation that is part of the Project. Savings from such units or any other equipment that does not contribute the Contracted Amounts shall not be included in the savings estimate.
- (g) A statement, including supporting documentation regarding, the Actual EUL.

PART VIII. POST-INSTALLATION INSPECTION (FOR CUSTOMIZED CALCULATED APPROACH).

Each Post-Installation Inspection Report, and data from the report, will be provided in a format mutually agreed to by SCE and the Evaluator. At a minimum, the report shall include:

- (a) For each Installation that is part of the Project, the Customer's Name, retail service account number, and address.
- (b) For each Installation that is part of the Project, a full description of each Customer's typical operations.
- (c) Equipment inventory, including nameplate data, location, condition (including photographs), and equipment operating procedures (e.g., schedules and set points, pressures, temperatures, etc.) that are associated with each Measure and any Non-IOU Fuel Source(s) at each Installation.
- (d) A full description of each Measure installed in each Installation as part of the Project.
- (e) A record of any person present during the Post-Installation Inspection, and the role such individuals were taking.
- (f) A record of any unusual or abnormal conditions or events that occurred during the Post-Installation Inspection and any actions taken in response thereto.
- (g) The Evaluator's statement, including supporting documentation, as to whether each Measure in each Installation of the Project has been completed and installed in accordance with the applicable M&V Plan.
- (h) The Evaluator's statement, including supporting documentation, as to whether each Measure in each Installation of the Project is operating as planned and designed.
- (i) Taking into account actual capacity savings and savings resulting from any planned and existing Non-IOU Fuel Source(s), the Evaluator's statement, including supporting calculations and documentation, as to whether the Project reduced the capacity use at the Sites in an amount equal to the Expected Deferral Savings.
- (j) Taking into account actual energy savings and savings resulting from any planned and existing Non-IOU Fuel Source(s), the Evaluator's statement, including supporting calculations and documentation, as to whether the Project has resulted in a reduction in the energy use at the Sites in an amount equal to the Contracted Amounts.
- (k) A statement regarding measurement accuracy and data uncertainty of measurement equipment.
- (l) A statement regarding any redundant, non-operational equipment for each

Installation that is part of the Project. Savings from such units or any other equipment that does not contribute to the Contracted Amounts shall not be included in the savings estimate.

- (m) A statement, including supporting documentation regarding, the Actual EUL.

*** End of EXHIBIT B ***

EXHIBIT B[-4]

PROJECT DESCRIPTION

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}

PERMANENT LOAD SHIFT - BATTERY STORAGE

PART I. PRE-INSTALLATION DESCRIPTION.

A. Pre-Installation Description.

With respect to each storage unit at a Customer Site that will become part of the Project, Seller shall provide to SCE in the Pre-Installation Description:

- (a) The Customer's name and the address of the Site where the existing Storage Unit is located or the new Storage Unit will be installed
- (b) The associated SCE service account number
- (c) Redacted copy of enforceable contract between Seller and Customer(s)
- (d) Completed Energy Storage Sizing Worksheet used in the Self Generation Incentive Program that determines the planned rated capacity of the Storage Unit. The worksheet is currently located in the Calculators and Examples folder at the following site:

<https://www.selfgenca.com/home/resources/>

If this is no longer published at the selfgenca site, SCE will provide a copy of the worksheet

- (e) Description of equipment based on technology type
- (f) Storage Unit's estimated useful life
- (g) The Expected Shifted Deferral (kWh) Savings (hourly intervals for length of the Delivery Period)
- (h) When construction or installation is scheduled to begin
- (i) Specific circuit name and substation name to which the Customer's location interconnects to the distribution grid
- (j) Copies of the completed applications for interconnection and interconnection queue position number (GFID#) for new Storage Unit

- (k) The same technical drawings and project descriptions provided to the T&D Provider as part of Seller's interconnection request for the Storage Unit
- (l) Identify if an AC or DC Coupled System. Seller may only include Storage Units of a similar Coupling Type within the Project.

PART II. PROJECT MEASUREMENT AND VERIFICATION PROTOCOL.

For Storage Units for Small Commercial Customers or Residential Customers that do not involve modifications to existing equipment, the Evaluator shall conduct Post-Installation Inspections of all Storage Units until, following the completion and acceptance by SCE of five (5) Post-Installation Inspections, the Evaluator shall conduct Post-Installation Inspections only of Storage Units selected by SCE, which may be no more than 1:10 (unless SCE determines that additional Post-Installations are advisable, in which case SCE may require Post-Installation Inspections of additional Generating Facilities selected by SCE). SCE will notify the Seller, within ten (10) Business Days after receipt of Seller's request for unconditional Permission to Operate, whether or not SCE will require a Post-Installation Inspection of such Storage Unit(s). The Expected Shifted Energy Savings provided in the Pre-Installation Description will be used for Generating Facilities for which no Post-Installation Inspection is conducted.

PART III. POST-INSTALLATION INSPECTION.

As part of the Post-Installation Inspections, among other things, the Evaluator shall perform one or both of the following: (a) determine whether each Storage Unit(s) included in the Project has been completed and installed in accordance with this Exhibit B and is operating as planned and designed; and (b) provide a Post-Installation Inspection Report certifying that the Evaluator witnessed a one-hour Capacity Demonstration Test to determine the battery energy storage systems total rated Alternating Current energy generating the Capacity installed at the Site, as measured pursuant to the methodology established in this Exhibit B, will provide the Expected Shifted Energy Savings.

PART IV. POST-INSTALLATION INSPECTION REPORT.

At a minimum, the Post-Installation Inspection Report shall include:

- (a) The Customer's name, retail service account number, and address.
- (b) Customer's SCE retail electric meter number.
- (c) Date of inspection.
- (d) Equipment inventory, including nameplate data, location, and condition (including photographs).

- (e) A description including:
 - (i) Storage Unit, inverters, and meter manufacturer
 - (ii) Model numbers (if model nameplate is not visible, invoice is necessary for verification)
 - (iii) Quantity of storage units and inverters
 - (iv) Energy Storage Meter Number(s)
 - (v) Rated Capacity (kW)
- (f) Verification, for each Storage Unit, that it will be able to shift load during the contracted hours.
- (g) Verification and documentation if the Storage Unit is interconnected as an Exporting or Non-Exporting project under Rule 21 or Wholesale Distribution Access Tariff (WDAT) of the SCE Tariff and has received an unconditional permission to operate letter from SCE.
- (h) The Evaluator's statement as to whether the Storage Unit has been completed and installed in accordance with this Exhibit B.
- (i) Attestation that the Storage Unit has a remaining design life to support the term of the contract after the Initial Delivery Date.
- (j) The Evaluator's statement as to whether the Storage Units, when aggregated with all other Storage Units constituting the Project, will result in a reduction in energy use during the contracted delivery hours that will equal or exceed the Expected Shifted Deferral Savings.
- (k) The Evaluator's calculations determining the Contract Capacity of the Project using the sum of the Rated Capacity(ies) of all Storage Units constituting the Project.
- (l) A statement regarding measurement accuracy and data uncertainty.
- (m) The make, model, and serial number of the external meters to be installed that will log and transmit operational data.

EXHIBIT B[-5]

PROJECT DESCRIPTION

{SCE Note: Delete number and remove all other Product-Specific Exhibit B's}
PERMANENT LOAD SHIFT - THERMAL ENERGY STORAGE

PART I. PRE-INSTALLATION DESCRIPTION.

A. Pre-Installation Description.

With respect to each TES Resource at a Customer Site that will become part of the Project, Seller shall provide to SCE in the Pre-Installation Description:

- (a) The Customer's name and the address of the Site where the TES Resource will be installed
- (b) The associated SCE service account number
- (c) A general description of the Customer's operations at the Site(s).
- (d) Previous twelve months of Customer data at the SCE retail meter level in 15-minute intervals for Non-Residential and hourly intervals for Residential customers
- (e) Redacted copy of enforceable contract between Seller and Customer(s)
- (f) Description of equipment based on technology type
- (g) Number of TES Resource units to be installed
- (h) The number and type of Host Units to be connected to each TES Resource Unit for the purpose of the TES Resource, and if the Host Unit is being replaced at the same time that the TES Resource Unit is being installed, the Host Unit that is being replaced, including for each such Host Unit, its make, model, serial number, age, pictures and the size of each Host Unit that can be turned off and offset by the TES Resource
- (i) The Expected Shifted Energy (kWh) Savings (12 months at hourly intervals)
- (j) When construction or installation is scheduled to begin

B. Description of Project and Measures

This Section B describes the Project and Measures that will improve the baseline conditions to achieve Expected Capacity Savings and Expected Shifted Deferral Savings.

Measure

{SCE Note: description of measures to be inserted}

Project

{SCE Note: description of project to be inserted}

The Seller will construct, install and commission the Project Capacity not less than the Expected Capacity Savings. The actual number of TES Resources required for the Project will depend upon the Individual Baseline of each Host Unit.

TES Resource Schedule

The TES Resource Schedule for when a Host Unit is to be turned off for a specified number of consecutive hours each day is as follows: *{SCE Note: insert or reference schedule}*.

Measurement Baseline

The Individual Measurement Baseline of each Host Unit and the resulting Rated Capacity and energy savings of the corresponding TES Resource shall be determined using the following methodology *{SCE Note: insert detailed methodology accepted by Seller and SCE to be used for determining the deemed Individual Measurement Baseline and for calculating the capacity and energy savings of the TES Resource}*.

PART II. PROJECT MEASUREMENT AND VERIFICATION PROTOCOL AND PRE-INSTALLATION INSPECTION.

For TES Resources for Small Commercial Customers or Residential Customers that do not involve modifications to existing equipment, the Evaluator shall conduct Post-Installation Inspections of all TES Resources until, following the completion and acceptance by SCE of five (5) Post-Installation Inspections, the Evaluator shall conduct Post-Installation Inspections only of TES Resources selected by SCE, which will be no more than 1:10. SCE will notify the Seller, within ten (10) Business Days after receipt of Seller's request for unconditional Permission to Operate, whether or not SCE will require a Post-Installation Inspection of such TES Resource(s).

A. Pre-Installation Inspection.

The Evaluator shall conduct Pre-Installation Inspections, if a Customer has an existing TES Resource, and Post-Installation Inspections on all TES Resources.

B. Pre-Installation Inspection Report.

The Pre-Installation Inspection Report, and data from the report, will be provided in a format mutually agreed to by SCE and the Evaluator. At a minimum, the report shall include:

- (a) For all Customers that will have a TES Resource that is part of the Project, the Customer's Name, retail service account number, and address.
- (b) Verification of the capacity of an existing TES Resource that will be modified to be part of the Project.
- (c) An equipment inventory, including quantity, capacity, nameplate data, location, condition (including photographs) of each existing TES Resource and all Host Site equipment to which the TES Resource discharges thermal energy.
- (d) A record of any person present during the Pre-Installation Inspection, and the role such individuals were taking.
- (e) A record of any unusual or abnormal conditions or events that occurred during the Pre-Installation Inspection and any actions taken in response thereto.
- (f) The Evaluator's statement of whether the information in the Pre-Installation Description is correct.

PART III. POST-INSTALLATION INSPECTION.

As part of the Post-Installation Inspections, among other things, the Evaluator shall: (a) determine whether each TES Resource included in the Project has been completed and installed in accordance with this Exhibit B and is operating as planned and designed; and (b) provide a Post-Installation Inspection Report certifying that the Evaluator witnessed a Capacity Demonstration Test to determine the TES Resource Capacity installed at the Site, as measured pursuant to the methodology established in this Exhibit B, will provide the Expected Shifted Deferral Savings.

PART IV. POST-INSTALLATION INSPECTION REPORT.

The Evaluator shall conduct the Post-Installation Inspection consistent with this Exhibit B and the timelines set forth in the Agreement.

20% of the Sites shall be subject to the Post-Installation Inspection. The Sites shall be selected by SCE or by the Evaluator, but in either case Seller shall have no input into the selection of the Sites to be subject to the Post-Installation Inspection.

In addition, SCE, at SCE's expense, shall have the right to inspect all Sites as it deems necessary in its sole discretion.

As part of the Post-Installation Inspections, among other things, the Evaluator shall determine whether: (i) the Project has been completed and installed in accordance with this Exhibit B; (ii) all Measures in the Project are operating as planned and designed; (iii) the Project reduced the capacity use at the Sites in an amount not less than the Expected Capacity Savings as determined in accordance with Exhibit B; and (iv) the Project will result in a reduction in the energy use at the Site in an amount not less than the Expected Shifted Deferral Savings in accordance with the TES Resource Schedule as determined in accordance with Exhibit B. For Sites that were not subject to Post-Installation Inspection, the Evaluator shall deem that the forgoing criteria were met.

The Evaluator shall prepare the Post-Installation Inspection Report within the number of days specified in the Agreement after the completion of the Post-Installation Inspections. At a minimum, the Post-Installation Inspection Report shall include:

- (a) The Customer's name, retail service account number, and address.
- (b) A full description of Customer's typical operations
- (c) For each Site, using the results of the Post-Installation Inspection, or if the Site was not subject to an inspection, using the Pre-Installation Inspection Reports, the following:
 - Number of TES Resource units installed
 - The number and type of Host Units connected to each TES Resource Unit for the purpose of the TES Resource, and if the Host Unit was replaced at the same time that the TES Resource Unit is being installed, the Host Unit that was replaced, including for each such Host Unit, its make, model, serial number, age, pictures and the size of each Host Unit that can be turned off and offset by the TES Resource
 - Each resulting Individual Measurement Baseline, and the corresponding Rated Capacity and energy savings of each TES Resource
- (d) A record of any person present during the Post-Installation Inspection, and the role such individuals were taking.
- (e) A record of any unusual or abnormal conditions or events that occurred during the Post-Installation Inspection and any actions taken in response thereto.
- (f) The Evaluator's statement as to whether each Measure in the Project is operating substantially as planned and designed, which statement shall note that Seller and SCE have agreed, and the Evaluator has been instructed, that for Sites that were not subject to

a Post-Installation Inspection, each Measure at such Sites is deemed to be operating substantially as planned and designed.

- (g) The Evaluator's statement as to whether the Project Capacity is at least equal to the Expected Contract Capacity as determined in accordance with Exhibit B, which statement shall note that Seller and SCE have agreed, and the Evaluator has been instructed, that for Sites that were not subject to the Post-Installation Inspection, the Rated Capacity of each TES Resource at such Sites is deemed to be as reported in the Pre-Installation Inspection Report.
- (h) Supporting calculations for the Evaluator's statement in subsections (f) and (g) above.
- (i) Supporting documentation for the Evaluator's statement in subsections (f)-(h) above.
- (j) A statement regarding measurement accuracy and data uncertainty.
- (k) Date of Post-Installation Inspection and date of Post-Installation Inspection Report.

This list may be modified to reflect any updates as reasonably requested by SCE.

EXHIBIT C**PROJECT PROGRESS REPORT**

[SCE Note: Exhibit is subject to modification for technology specific differences]

From the Effective Date of this Agreement and continuing until the Initial Delivery Date, Seller will provide a monthly Project Progress Report containing, at a minimum, the information listed below, as applicable. In accordance with Section 4.06, the report must be sent via e-mail in the form of a single Adobe Acrobat file or facsimile to SCE's, on the fifth (5th) Business Day of each month.

1. An executive summary;
2. An updated Milestone Schedule
3. PERT or GANT chart showing schedule, percent completion, and percent change from previous report of major items and activities, including Critical Path Development Milestones, Permits, technical studies, financing, and major equipment purchase orders showing the start dates, and projected completion dates;
4. Description of general work status on:
 - a. Engineering;
 - b. Procurement;
 - c. Permitting (include status of any required regulatory determinations for approval of Federal New Source Review permitting exemptions, expedited permitting processes, and status of acquisition of required emission credits in terms of impact on the Project's permitting schedule, overall Project schedule, and ability of Project to meet Project Completion Date and Initial Delivery Deadline);
 - d. Major construction activities in the prior month;
 - e. Testing;
 - f. Electrical interconnection status; and
 - g. Any other required interconnections.
5. Forecast activities for next month;
6. Potential issues affecting the Project.
7. Enumeration and schedule of any support or actions requested of SCE.
8. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and the development of the project leading up to the delivery of the project on the Project Completion Date.
9. For Projects comprised of an aggregation of customers, a monthly pipeline report in Excel format containing at a minimum the following items for each Customer or Recruited Account: Contract ID, customer name, customer address, customer service

account number, A-bank substation, B-bank substation, recruitment stage (e.g. Recruit, Under Negotiation, Signed Contract, etc.), status (e.g. Planning/Survey, Installation-in-Progress, Installation Complete, Ready/Online, etc.), interconnection status (if applicable), GFID (if applicable), expected completion date, target online date, and capacity size.

10. For Energy Efficiency Projects, the monthly pipeline report shall also contain the Customer account number, service account address, meter number, approximate square footage of the buildings or facilities, general description of operations (including hours/days of operation), number of Measures to be installed, description of Measures, description of any Non IOU Fuel Source (including photovoltaic, energy storage, or participation in Net Energy Metering), and any corresponding incentives.

Seller must notify SCE in writing of its receipt of any of the following documents below, and make such documents available to SCE within two (2) Business Days after such receipt:

11. All material written commitments regarding construction work at the Project that could impact the completion schedule or Initial Delivery Date;
12. Executed work orders for construction of the Project;
13. Construction agreements;
14. Letters of intent;
15. Precedent agreements; and
16. Engineering assessments of the Project or any Storage Unit.

*** End of EXHIBIT C ***

EXHIBIT D

MILESTONE SCHEDULE

Seller has provided dates for development, construction, commissioning, and testing of the Project, showing all significant elements and milestones, as applicable, such as permitting, procurement, financing, engineering, acceptance testing, Seller’s expected Project Completion Date and expected Initial Delivery Date, and proposed Delivery Period.

[SCE Note: This list is illustrative only. Seller to insert specific list based on technology and Project]

Line	Projected Completion Date	Milestone
1		Front End Engineering / Permits / Agreements
2		Submit Applicable Transmission Provider Interconnection Application
3		File a CEC Certification and Verification Application
4		Receive a Completed Interconnection System Impact Study (or equivalent)
5		Receive a Completed Interconnection Facilities Study (or equivalent)
6		Finalize Labor Agreement Negotiations
7		Execute a Transmission Provider Interconnection Agreement
8		Receive FERC Acceptance of Interconnection Agreement and Transmission Agreement(s)
9		Receive CEC Certification and Verification or APCD permit if applicable

Line	Projected Completion Date	Milestone
10		Obtain Control Of All Lands and Rights-Of-Way Comprising The Site
11		Receive CEC Full Notice To Proceed
12		Receive All Other Permits
13		Financing
14		Verify That Seller's Bank Has Received All Required Due Diligence Information
15		Complete Bank Financing
16		Engineering
17		Execute EPC Contract
18		Begin Existing Site Re-Engineering
19		Begin New Storage Unit Engineering Design
20		Lump Sum Estimate Preparation
21		Complete Existing Site Re-Engineering
22		Complete New Storage Unit Engineering Design
23		Construction – Initial Site Work
24		Begin Civil Tasks - CTG's
25		Begin Mechanical Tasks - U/G Piping
26		Begin Electrical Tasks - U/G Electrical
27		Construction
28		Begin Construction of the Project - Erect Equipment

Line	Projected Completion Date	Milestone
29		Civil Tasks - Balance of Plant
30		Mechanical Tasks - A/G Piping
31		Electrical Tasks - A/G Electrical
32		Erect Storage Unit
33		Commission Storage Unit
34		Complete Construction of the Project
35		Commissioning
36		Begin Start-Up Activities - BOP Systems
37		Conference with SCE Contract Manager regarding startup activities <i>{SCE Note: Conference should occur no later than 150 days prior to the Commercial Operation Date.}</i>
38		Achieve Initial Operation
39		Demonstrate Contract Capacity
40		Initial Delivery Date

*** End of EXHIBIT D ***

EXHIBIT E

NOTICE

<p>[SELLER'S NAME] ("Seller")</p>	<p>SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")</p>
<p>All Notices are deemed provided in accordance with Section 14.02 if made to the address(es), facsimile numbers or email address(es) provided below:</p>	<p>Unless otherwise specified, all Notices are deemed provided in accordance with Section 14.02 if made to the address(es) or email address(es) provided below:</p>
<p>Contract Administration/Contract Representative: Attn: Phone: Facsimile:</p>	<p>Contract Administration/Contract Representative:</p> <p><u>Behind the Meter Distributed Generation/Distributed Generation & Storage – PLS - Storage</u></p> <p>Attn: Contract Manager Customer Distributed Resource Products</p> <p>Street: 1515 Walnut Grove Avenue City: Rosemead, California 91770 Phone: 626-302-0362 Email: lcr.solar@sce.com</p> <p><u>Demand Response</u></p> <p>Attn: DR Contract Manager Demand Response Programs & Contracts</p> <p>Street: 1515 Walnut Grove Avenue City: Rosemead, California 91770 Phone: 626-302-0530 Email: daniel.ceballos@sce.com</p> <p><u>Energy Efficiency & PLS -Thermal</u></p> <p>Attn: Senior Manager of Customer Energy Efficiency Programs & Contracts</p>

[SELLER'S NAME] ("Seller")	SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")
	Street: 1515 Walnut Grove Avenue City: Rosemead, California 91770 Phone: 626-302-0506 Email: DSM@sce.com
	Cybersecurity: E-mail: cybersecurity@sce.com
Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns:006908818 Federal Tax ID Number: 95-1240335
Collateral: Attn: Street: City: Phone: Email:	Collateral: Attn: Manager of Risk Operations & Collateral Management Street: 2244 Walnut Grove Avenue, G01 Quad 2B City: Rosemead, California 91770 Phone: 626-302-0023 Email: scecollateral@sce.com
	Grid Security Operations Center: Phone: 949-587-5500
Outage Desk: Phone: E-mail:	Outage Desk (Normal Business Hours): Phone: 949-587-5500
Payment Invoices: Attn: Phone: Facsimile: E-mail:	Payment Invoices: Attn: Accounts Payable Department Phone: 626-302-6501 Email: SCEinvoices@sce.com
ACH Routing Information: Financial Institution: [_____] Branch: [_____] Address: [_____] City, State, & Zip: [_____] Routing Number: [_____] Account Number: [_____]	ACH Routing Information: Financial Institution: Routing Number: Account Number:

<p>[SELLER'S NAME] ("Seller")</p>	<p>SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")</p>
<p>Wire Transfer: BNK: ABA: ACCT:</p>	<p>Wire Transfer: BNK: ABA: ACCT:</p>
<p>Provide Notice of Event of Default to Contract Administration</p> <p>With additional Notices of an Event of Default to: Attn: Phone: Facsimile: E-mail:</p>	<p>Provide Notice of Event of Default to Contract Administration</p> <p>With additional Notices of an Event of Default for all Projects, to: Attn: Director and Managing Attorney Law Dept., Commercial Transactions Southern California Edison Co. Street: 2244 Walnut Grove, Ave. City: Rosemead, California 91770 Email: PPLegalNotice@sce.com</p> <p>And to: Attn: Principal Manager Purchasing GO-3, 3rd Floor Street: 2131 Walnut Grove Ave. City: Rosemead, California 91770 Phone: 626-302-5357</p>
<p>Lender: Attn: Phone: Facsimile: E-mail:</p>	

*** End of EXHIBIT E ***

EXHIBIT F**FORM OF CONSENT TO COLLATERAL ASSIGNMENT AGREEMENT**

This Consent to Collateral Assignment Agreement (this “Consent”) is entered into among (i) Southern California Edison Company, a California corporation (“SCE”), (ii) [Name of Seller], a [Legal Status of Seller] (the “Project Company”), and (iii) [Name of Collateral Agent], a [Legal Status of Collateral Agent], as Collateral Agent for the secured parties under the Financing Documents referred to below (such secured parties together with their successors permitted under this Consent in such capacity, the “Secured Parties”, and, such agent, together with its successors in such capacity, the “Collateral Agent”). SCE, Project Company and Collateral Agent are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used but not otherwise defined in this Consent shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS

The Parties enter into this Consent with reference to the following facts:

- A. Project Company and SCE have entered into that certain Distributed Energy Resource Purchase and Sale Agreement, dated as of [Date] [List all amendments as contemplated by Section 3.4] (“Agreement”), pursuant to which Project Company will develop, construct, commission, test and operate the Project, as defined in the Agreement (the “Project”) and sell the Product to SCE, and SCE will purchase the Product from Project Company;
- B. As collateral for Project Company’s obligations under the Agreement, Project Company has agreed to provide to SCE certain collateral, which may include Performance Assurance and Security Interests and other collateral described in the Agreement (collectively, the “Agreement Collateral”);
- C. Project Company has entered into that certain [Insert description of financing arrangements with Lender], dated as of [Date], among Project Company, the Lenders party thereto and the Collateral Agent (the “Financing Agreement”), pursuant to which, among other things, the Lenders have extended commitments to make loans to Project Company;
- D. As collateral security for Project Company’s obligations under the Financing Agreement and related agreements (collectively, the “Financing Documents”), Project Company has, among other things, assigned all of its right, title and interest in, to and under the

Agreement and Project's Company's owners have pledged their ownership interest in Project Company (collectively, the "Assigned Interest") to the Collateral Agent pursuant to the Financing Documents; and

- E. It is a requirement under the Financing Agreement and the Agreement that SCE and the other Parties hereto shall have executed and delivered this Consent.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto hereby agree as follows:

SECTION 1. CONSENT TO ASSIGNMENT, ETC.

1.1 Consent and Agreement.

SCE hereby acknowledges:

- (a) notice of and consents to the assignment as collateral security to Collateral Agent, for the benefit of the Secured Parties, of the Assigned Interest; and
- (b) the right (but not the obligation) of Collateral Agent in the exercise of its rights and remedies under the Financing Documents, to make all demands, give all notices, take all actions and exercise all rights of Project Company permitted under the Agreement (subject to SCE's rights and defenses under the Agreement and the terms of this Consent) and accepts any such exercise; provided, however, that, insofar as the Collateral Agent exercises any such rights under Agreement or makes any claims with respect to payments or other obligations under the Agreement, the terms and conditions of the Agreement applicable to such exercise of rights or claims shall apply to Collateral Agent to the same extent as to Project Company.

1.2 Project Company's Acknowledgement.

Each of Project Company and Collateral Agent hereby acknowledges and agrees that SCE is authorized to act in accordance with Collateral Agent's instructions, and that SCE shall bear no liability to Project Company or Collateral Agent in connection therewith, including any liability for failing to act in accordance with Project Company's instructions.

1.3 Right to Cure.

If Project Company defaults in the performance of any of its obligations under the Agreement, or upon the occurrence or non-occurrence of any event or condition under the Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable SCE to terminate or suspend its performance under the Agreement (an “Agreement Default”), SCE will not terminate or suspend its performance under the Agreement until it first gives written notice of such Agreement Default to Collateral Agent and affords Collateral Agent the right to cure such Agreement Default within the applicable cure period under the Agreement, which cure period shall run concurrently with that afforded Project Company under the Agreement. In addition, if Collateral Agent gives SCE written notice prior to the expiration of the applicable cure period under the Agreement of Collateral Agent’s intention to cure such Agreement Default (which notice shall include a reasonable description of the time during which it anticipates to cure such Agreement Default) and is diligently proceeding to cure such Agreement Default, notwithstanding the applicable cure period under the Agreement, Collateral Agent shall have a period of sixty (60) days (or, if such Agreement Default is for failure by the Project Company to pay an amount to SCE which is due and payable under the Agreement other than to provide Agreement Collateral, thirty (30) days, or, if such Agreement Default is for failure by Project Company to provide Agreement Collateral, [__ (__)] Business Days) from the Collateral Agent’s receipt of the notice of such Agreement Default from SCE to cure such Agreement Default; provided, however, that (a) if possession of the Project is necessary to cure any such non-monetary Agreement Default and Collateral Agent has commenced foreclosure proceedings within sixty (60) days after notice of the Agreement Default and is diligently pursuing such foreclosure proceedings, Collateral Agent will be allowed a reasonable time, not to exceed one hundred eighty (180) days after the notice of the Agreement Default, to complete such proceedings and cure such Agreement Default, and (b) if Collateral Agent is prohibited from curing any such Agreement Default by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Project Company, then the time periods specified herein for curing an Agreement Default shall be extended for the period of such prohibition, so long as Collateral Agent has diligently pursued removal of such process, stay or injunction. Collateral Agent shall provide SCE with reports concerning the status of efforts to cure an Agreement Default upon SCE’s reasonable request.

1.4 Substitute Owner.

Subject to Section 1.7, the Parties agree that if Collateral Agent notifies (such notice, a “Financing Document Default Notice”) SCE that an event of default has occurred and is continuing under the Financing Documents (a “Financing Document Event of Default”) then, upon a judicial foreclosure sale, non-judicial foreclosure sale, deed in lieu of foreclosure or other

transfer following a Financing Document Event of Default, Collateral Agent (or its designee) shall be substituted for Project Company (the “Substitute Owner”) under the Agreement, and, subject to Sections 1.7(b) and 1.7(c) below, SCE and Substitute Owner will recognize each other as counterparties under the Agreement and will continue to perform their respective obligations (including those obligations accruing to SCE and the Project Company prior to the existence of the Substitute Owner) under the Agreement in favor of each other in accordance with the terms thereof; provided, however, that before SCE is required to recognize the Substitute Owner, the Substitute Owner must have demonstrated to SCE’s reasonable satisfaction that the Substitute Owner has financial qualifications and operating experience [TBD] (a “Permitted Transferee”). For purposes of the foregoing, SCE shall be entitled to assume that any such purported exercise of rights by Collateral Agent that results in substitution of a Substitute Owner under the Agreement is in accordance with the Financing Documents without independent investigation thereof but shall have the right to require that the Collateral Agent and its designee (if applicable) provide reasonable evidence demonstrating the same.

1.5 Replacement Agreements.

Subject to Section 1.7, if the Agreement is terminated, rejected or otherwise invalidated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Project Company, its owner(s) or guarantor(s), and if Collateral Agent or its designee directly or indirectly takes possession of, or title to, the Project (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure) (“Replacement Owner”), SCE shall, and Collateral Agent shall cause Replacement Owner to, enter into a new agreement with one another for the balance of the obligations under the Agreement remaining to be performed having terms substantially the same as the terms of the Agreement with respect to the remaining Term (“Replacement Agreement”); provided, that before SCE is required to enter into a Replacement Agreement, the Replacement Owner must have demonstrated to SCE’s reasonable satisfaction that the Replacement Owner satisfies the requirements of a Permitted Transferee. For purposes of the foregoing, SCE is entitled to assume that any such purported exercise of rights by Collateral Agent that results in a Replacement Owner is in accordance with the Financing Documents without independent investigation thereof but shall have the right to require that the Collateral Agent and its designee (if applicable) provide reasonable evidence demonstrating the same. Notwithstanding the execution and delivery of a Replacement Agreement, to the extent SCE is, or was otherwise prior to its termination as described in this Section 1.5, entitled under the Agreement, SCE may suspend performance of its obligations under such Replacement Agreement, unless and until all Agreement Defaults of Project Company under the Agreement or Replacement Agreement have been cured.

1.6 Transfer.

Subject to Section 1.7, a Substitute Owner or a Replacement Owner may assign all of its interest in the Project and the Agreement and a Replacement Agreement to a natural person, corporation, trust, business trust, joint venture, joint stock company, association, company, limited liability company, partnership, Governmental Authority or other entity (a “Person”) to which the Project is transferred; provided, however, that the proposed transferee shall have demonstrated to SCE’s reasonable satisfaction that such proposed transferee satisfies the requirements of a Permitted Transferee.

1.7 Assumption of Obligations.

(a) Transferee. Any transferee under Section 1.6 shall expressly assume in a writing reasonably satisfactory to SCE all of the obligations of Project Company, Substitute Owner or Replacement Owner under the Agreement or Replacement Agreement, as applicable, including posting and collateral assignment of the Agreement Collateral. Upon such assignment and the cure of any outstanding Agreement Default, and payment of all other amounts due and payable to SCE in respect of the Agreement or such Replacement Agreement, the transferor shall be released from any further liability under the Agreement or Replacement Agreement, as applicable.

(b) Substitute Owner. Subject to Section 1.7(c), any Substitute Owner pursuant to Section 1.4 shall be required to perform Project Company’s obligations under the Agreement, including posting and collateral assignment of the Agreement Collateral; provided, however, that the obligations of such Substitute Owner shall be no more than those of Project Company under the Agreement.

(c) No Liability. SCE acknowledges and agrees that neither Collateral Agent nor any Secured Party shall have any liability or obligation under the Agreement as a result of this Consent (except to the extent Collateral Agent or a Secured Party is a Substitute Owner or Replacement Owner) nor shall Collateral Agent or any other Secured Party be obligated or required to (i) perform any of Project Company’s obligations under the Agreement, except as provided in Sections 1.7(a) and 1.7(b) and to the extent Collateral Agent or a Secured Party is a Substitute Owner or Replacement Owner, or (ii) take any action to collect or enforce any claim for payment assigned under the Financing Documents. If Collateral Agent becomes a Substitute Owner pursuant to Section 1.4 or enters into a Replacement Agreement, Collateral Agent shall not have any personal liability to SCE under the Agreement or Replacement Agreement and the sole recourse of SCE in seeking enforcement of such obligations against Collateral Agent shall be to the aggregate interest of the Secured Parties in the Project; provided, however, that such limited recourse shall not limit SCE’s right to seek equitable or injunctive relief against Collateral Agent,

or SCE's rights with respect to any offset rights expressly allowed under the Agreement, a Replacement Agreement or the Agreement Collateral.

1.8 Delivery of Notices.

SCE shall deliver to Collateral Agent, concurrently with the delivery thereof to Project Company, a copy of each notice, request or demand given by SCE to Project Company pursuant to the Agreement relating to (a) an Agreement Default, (b) any claim regarding Force Majeure by SCE under the Agreement, (c) any notice of dispute under the Agreement, (d) any notice of intent to terminate or any termination notice, and (e) any matter that would require the consent of Collateral Agent pursuant to Section 1.11 or any other provision of this Consent. Collateral Agent acknowledges that delivery of such notice, request and demand shall satisfy SCE's obligation to give Collateral Agent a notice of Agreement Default under Section 1.3. Collateral Agent shall deliver to SCE, concurrently with delivery thereof to Project Company, a copy of each notice, request or demand given by Collateral Agent to Project Company pursuant to the Financing Documents relating to a default by Project Company under the Financing Documents.

1.9 Confirmations.

SCE will, as and when reasonably requested by Collateral Agent from time to time, confirm in writing matters relating to the Agreement (including the performance of same by Project Company); provided, however, that such confirmation may be limited to matters of which SCE is aware as of the time the confirmation is given and such confirmations shall be without prejudice to any rights of SCE under the Agreement as between SCE and Project Company.

1.10 Exclusivity of Dealings.

Except as provided in Sections 1.3, 1.4, 1.8, 1.9 and 2.1, unless and until SCE receives a Financing Document Default Notice, SCE shall deal exclusively with Project Company in connection with the performance of SCE's obligations under the Agreement. From and after such time as SCE receives a Financing Document Default Notice and until a Substitute Owner is substituted for Project Company pursuant to Section 1.4, a Replacement Agreement is entered into or the Agreement is transferred to a Person to whom the Project is transferred pursuant to Section 1.6, SCE shall, until Collateral Agent confirms to SCE in writing that all obligations under the Financing Documents are no longer outstanding, deal exclusively with Collateral Agent in connection with the performance of SCE's obligations under the Agreement, and SCE may irrevocably rely on instructions provided by Collateral Agent in accordance therewith to the exclusion of those provided by any other Person.

1.11 No Amendments.

To the extent permitted by applicable Laws, SCE agrees that it will not, without the prior written consent of Collateral Agent (not to be unreasonably withheld, delayed or conditioned) (a) enter into any material supplement, restatement, novation, extension, amendment or modification of the Agreement (b) terminate or suspend its performance under the Agreement (except in accordance with Section 1.3) or (c) consent to or accept any termination or cancellation of the Agreement by Project Company.

SECTION 2. PAYMENTS UNDER THE AGREEMENT

2.1 Payments.

Unless and until SCE receives written notice to the contrary from Collateral Agent, SCE will make all payments to be made by it to Project Company under or by reason of the Agreement directly to Project Company. SCE, Project Company, and Collateral Agent acknowledge that SCE will be deemed to be in compliance with the payment terms of the Agreement to the extent that SCE makes payments in accordance with Collateral Agent's instructions.

2.2 No Offset, Etc.

All payments required to be made by SCE under the Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SCE

SCE makes the following representations and warranties as of the date hereof in favor of Collateral Agent:

3.1 Organization.

SCE is a corporation duly organized and validly existing under the laws of the state of its incorporation, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or its ability to transact its

business. SCE has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

3.2 Authorization.

The execution, delivery and performance by SCE of this Consent and the Agreement have been duly authorized by all necessary corporate or other action on the part of SCE and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of SCE which, if not obtained, will prevent SCE from performing its obligations hereunder or under the Agreement except approvals or consents which have previously been obtained and which are in full force and effect.

3.3 Execution and Delivery; Binding Agreements.

Each of this Consent and the Agreement is in full force and effect, have been duly executed and delivered on behalf of SCE by the appropriate officers of SCE, and constitute the legal, valid and binding obligation of SCE, enforceable against SCE in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

3.4 No Default or Amendment.

Except as set forth in Schedule A attached hereto: (a) Neither SCE nor, to SCE's actual knowledge, Project Company, is in default of any of its obligations under the Agreement; (b) SCE and, to SCE's actual knowledge, Project Company, has complied with all conditions precedent to the effectiveness of its obligations under the Agreement; (c) to SCE's actual knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either SCE or Project Company to terminate or suspend its obligations under the Agreement; and (d) the Agreement has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

3.5 No Previous Assignments.

SCE has no notice of, and has not consented to, any previous assignment by Project Company of

all or any part of its rights under the Agreement, except as previously disclosed in writing and consented to by SCE.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF PROJECT COMPANY

Project Company makes the following representations and warranties as of the date hereof in favor of the Collateral Agent and SCE:

4.1 Organization.

Project Company is a [Legal Status of Seller] duly organized and validly existing under the laws of the state of its organization, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or its ability to transact its business. Project Company has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

4.2 Authorization.

The execution, delivery and performance of this Consent by Project Company, and Project Company's assignment of its right, title and interest in, to and under the Agreement to the Collateral Agent pursuant to the Financing Documents, have been duly authorized by all necessary corporate or other action on the part of Project Company.

4.3 Execution and Delivery; Binding Agreement.

This Consent is in full force and effect, has been duly executed and delivered on behalf of Project Company by the appropriate officers of Project Company, and constitutes the legal, valid and binding obligation of Project Company, enforceable against Project Company in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

4.4 No Default or Amendment.

Except as set forth in Schedule B attached hereto: (a) neither Project Company nor, to Project Company's actual knowledge, SCE, is in default of any of its obligations thereunder; (b) Project Company and, to Project Company's actual knowledge, SCE, has complied with all conditions precedent to the effectiveness of its obligations under the Agreement; (c) to Project Company's actual knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either SCE or Project Company to terminate or suspend its obligations under the Agreement; and (d) the Agreement has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

4.5 No Previous Assignments.

Project Company has not previously assigned all or any part of its rights under the Agreement.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF COLLATERAL AGENT

Collateral Agent makes the following representations and warranties as of the date hereof in favor of SCE and Project Company:

5.1 Authorization.

The execution, delivery and performance of this Consent by Collateral Agent have been duly authorized by all necessary corporate or other action on the part of Collateral Agent and Secured Parties.

5.2 Execution and Delivery; Binding Agreement.

This Consent is in full force and effect, has been duly executed and delivered on behalf of Collateral Agent by the appropriate officers of Collateral Agent, and constitutes the legal, valid and binding obligation of Collateral Agent as Collateral Agent for the Secured Parties, enforceable against Collateral Agent (and the Secured Parties to the extent applicable) in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 6. MISCELLANEOUS**6.1 Notices.**

All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the Party or Parties to whom such notice is addressed, shall refer on their face to the Agreement (although failure to so refer shall not render any such notice or communication ineffective), shall be sent by first class mail, by personal delivery or by a nationally recognized courier service, and shall be directed (a) if to SCE or Project Company, in accordance with [Notice Section of the Agreement] of the Agreement, (b) if to Collateral Agent, to [Collateral Agent Name], [Collateral Agent Address], Attn: [Collateral Agent Contact Information], Telephone: [___], Fax: [___], and (c) to such other address or addressee as any such Party may designate by notice given pursuant hereto.

6.2 Governing Law; Submission to Jurisdiction.

(a) THIS CONSENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS CONSENT AND ALL MATTERS ARISING OUT OF THIS CONSENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. [This Section will be modified, if necessary, to match the Governing Law Section of the Agreement.]

(b) All disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Consent shall be governed by the dispute resolution provisions of the Agreement. Subject to the foregoing, any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of California or of the United States of America for the Central District of California, and, by execution and delivery of this Consent, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its notice address provided pursuant to Section 6.1 hereof. Each Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an

inconvenient forum. Nothing herein shall affect the right of any Party to serve process in any other manner permitted by law.

6.3 Headings Descriptive.

The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

6.4 Severability.

In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6.5 Amendment, Waiver.

Neither this Consent nor any of the terms hereof may (a) be terminated, amended, supplemented or modified, except by an instrument in writing signed by SCE, Project Company and Collateral Agent or (b) waived, except by an instrument in writing signed by the waiving Party.

6.6 Termination.

Each Party's obligations hereunder are absolute and unconditional, and no Party has any right, and shall have no right, to terminate this Consent or to be released, relieved or discharged from any obligation or liability hereunder until SCE has been notified by Collateral Agent that all of the obligations under the Financing Documents shall have been satisfied in full (other than contingent indemnification obligations) or, with respect to the Agreement or any Replacement Agreement, its obligations under such Agreement or Replacement Agreement have been fully performed.

6.7 Successors and Assigns.

This Consent shall be binding upon each Party and its successors and assigns permitted under and in accordance with this Consent, and shall inure to the benefit of the other Parties and their respective successors and assignee permitted under and in accordance with this Consent. Each reference to a Person herein shall include such Person's successors and assigns permitted under

and in accordance with this Consent.

6.8 Further Assurances.

SCE hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent.

6.9 Waiver of Trial by Jury.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.10 Entire Agreement.

This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

6.11 Effective Date.

This Consent shall be deemed effective as of the date upon which the last Party executes this Consent.

6.12 Counterparts; Electronic Signatures.

This Consent may be executed in one or more counterparts, each of which will be deemed to be an original of this Consent and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Consent and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Consent as to the Parties and may be used in lieu of the original Consent for all purposes.

[Remainder of Page Left Intentionally Blank.]

ID# *[Number]*, *[Seller's Name]*

Integrated Distributed Energy Resources Partnership Pilot

IN WITNESS WHEREOF, the Parties hereto have caused this Consent to be duly executed and delivered by their duly authorized officers on the dates indicated below their respective signatures.

*[NAME OF PROJECT COMPANY],
[Legal Status of Project Company].*

SOUTHERN CALIFORNIA EDISON
COMPANY,
a California corporation.

By:

By:

[Name]
[Title]

[Name]
[Title]

Date: _____

Date: _____

*[NAME OF COLLATERAL AGENT],
[Legal Status of Collateral Agent].*

By:

[Name]
[Title]

Date: _____

SCHEDULE A

[Describe any disclosures relevant to representations and warranties made in Section 3.4]

SCHEDULE B

[Describe any disclosures relevant to representations and warranties made in Section 4.4]

EXHIBIT G

FORM OF LETTER OF CREDIT

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT

Bank Reference Number: _____

Issuance Date:

Issuing Bank:

[insert bank name and address]

Applicant:

[insert applicant name and address]

Seller:

[insert seller name and address]

Beneficiary:

Southern California Edison Company

2244 Walnut Grove Avenue

GO#1, Quad 2B

Rosemead, CA 91770

Attn: Manager of Risk Operations and Collateral Management

Available Amount: [insert amount and spell out]

Expiration Date: [insert date]

Ladies and Gentlemen:

_____ (the “Bank”) hereby establishes this Irrevocable Non-Transferable Standby Letter of Credit (“Letter of Credit”) in favor of Southern California Edison Company, a California corporation (the “Beneficiary”), for the account of *[Insert Name of Applicant]*, a _____ corporation (the “Applicant”), on behalf of *[Insert Name of Seller]* (the “Counterparty”), also known as ID# _____, for the amount stated above (the “Available Amount”), effective immediately.

This Letter of Credit shall be of no further force or effect at 5:00 p.m., California time on the expiration date stated above or, if such day is not a Business Day (as hereinafter defined), on the

next Business Day, as may be extended pursuant to the terms of this Letter of Credit (the "Expiration Date").

For the purpose hereof, "Business Day" shall mean any day other than:

1. A Saturday or a Sunday,
2. A day on which banking institutions in the city of Los Angeles, California, are required or authorized by Law to remain closed, or
3. A day on which the payment system of the Federal Reserve System is not operational.

It is a condition of this Letter of Credit that the Expiration Date shall be automatically extended without amendment for one (1) year from the Expiration Date hereof or any future Expiration Date unless at least sixty (60) days prior to such Expiration Date, we send notice to you by certified mail or overnight courier, at the address stated below, that we elect not to extend this Letter of Credit for any such additional period.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to Beneficiary by complying presentation on or before 5:00 p.m. California time, on or before the Expiration Date of the following:

1. The original Letter of Credit and all amendments, or a copy of such documents in the case of partial drawings;
2. A Drawing Certificate in the form of Attachment "A" attached hereto and which forms an integral part hereof, duly completed and bearing the signature of an authorized representative of the Beneficiary signing as such; and
3. A Sight Draft in the form of Attachment "B" attached hereto and which forms an integral part hereof, duly completed and bearing the signature of an authorized representative of the Beneficiary.

Drawings may also be presented by facsimile transmission ("Fax") to fax number [insert number] under telephone pre-advice to [insert number] or alternatively to [insert number]; provided that such Fax presentation is received on or before the Expiration Date on this instrument in accordance with the terms and conditions of this Letter of Credit. It is understood that any such Fax presentation shall be considered the sole operative instrument of drawing. In the event of presentation by Fax, the original documents should not also be presented.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided, the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment shall be void and of no force or effect.

All correspondence and any drawings (other than those made by facsimile) hereunder are to be directed to [Bank address/contact].

All notices to Beneficiary shall be in writing and are required to be sent by certified mail or overnight courier to: Southern California Edison Company, Manager of Risk Operations and Collateral Management, 2244 Walnut Grove Avenue, GO1 Quad 2B, Rosemead, California 91770. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with this paragraph shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except for such attachment. Except in the case of an increase in the Available Amount or extension of the Expiration Date, this Letter of Credit may not be amended or modified without the Beneficiary's prior written consent.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

AUTHORIZED SIGNATURE for Bank

By

Name: [print name]

Title: [print title]

ATTACHMENT A

DRAWING CERTIFICATE

TO [ISSUING BANK NAME & ADDRESS]

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT
REFERENCE NUMBER: _____

DATE: _____

Southern California Edison Company (the "Beneficiary"), demands [Issuing Bank Name] (the "Bank") payment to the order of the Beneficiary the amount of U.S. \$_____ (_____ U.S. Dollars), drawn under the Letter of Credit referenced above (the "Letter of Credit"), for the following reason(s) [check applicable provision]:

[]A. An Event of Default, as defined in that certain [insert agreement name] between [insert counterparty name] or its successor (the "Counterparty") and Beneficiary, dated as of [Date of Execution] (as may be amended from time to time) (the "Agreement") with respect to the Counterparty has occurred and is continuing.

[]B. The Letter of Credit will expire in fewer than twenty (20) Business Days (as defined in the Agreement) from the date hereof, and the Counterparty or its successor has not provided Beneficiary alternative financial security acceptable to Beneficiary.

[]C. The Beneficiary is entitled to retain all or part of the Project Security (as defined in the Agreement).

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

Authorized Signature for Beneficiary:

SOUTHERN CALIFORNIA EDISON COMPANY

By:

Name: [print name]

Title: [print title]

ATTACHMENT B

SIGHT DRAFT

[INSERT DATE]

TO:

[ISSUING BANK NAME & ADDRESS]

PAY AT SIGHT TO THE ORDER OF SOUTHERN CALIFORNIA EDISON COMPANY (THE "BENEFICIARY") THE AMOUNT OF USD [INSERT AMOUNT] DRAWN UNDER [ISSUING BANK NAME] IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT NUMBER [INSERT NUMBER] ISSUED ON [INSERT DATE].

FUNDS PAID PURSUANT TO THE PROVISIONS OF THE LETTER OF CREDIT SHALL BE WIRE TRANSFERRED TO THE BENEFICIARY IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

[INSERT WIRING INSTRUCTION]

AUTHORIZED SIGNATURE
SOUTHERN CALIFORNIA EDISON COMPANY

NAME: [PRINT NAME]

TITLE: [PRINT TITLE]

EXHIBIT H

[INTENTIONALLY OMITTED]

EXHIBIT I

[INTENTIONALLY OMITTED]

[1]

EXHIBIT J

[INTENTIONALLY OMITTED]

EXHIBIT K

[INTENTIONALLY OMITTED]

EXHIBIT L

[INTENTIONALLY OMITTED]

EXHIBIT M/-3/

DATA VALIDATION RULES

{SCE Note: Delete number and remove all other Product-Specific Exhibit M's}
BEHIND THE METER DISTRIBUTED GENERATION

Check	Purpose
Time Check of Meter Reading Device/system	Check for time drift of meter reading device/system outside standard
Meter ID Check	Check for the following: <ul style="list-style-type: none"> • Meter ID reported correctly • Meter has not been changed out • Data is being reported for correct meter
Time Check of Meter	Check for time drift of meter clock outside standard
Pulse Overflow Check	Check for the following: <ul style="list-style-type: none"> • Improper scaling factor in meter • Improperly sized transformer • Hardware problem
Test Mode Check	Check that data collected when meter was in test mode represents test production rather than actual production

Sum Check	<p>Check for the following in combination meter/recorder installations:</p> <ul style="list-style-type: none">• Crossed channels between meter & recorder• Pulse relay problems <p>Check for the following in all installations:</p> <ul style="list-style-type: none">• Invalid PT & CT ratios• Invalid meter constants
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*** End of EXHIBIT M ***

EXHIBIT N

CYBERSECURITY AND DATA PROTECTION EXHIBIT

1. **Seller Cyber Covenants.** The attached Cybersecurity and Data Protection Attachment (“Cyber Requirements Attachment”) is incorporated into this Cybersecurity and Data Protection Exhibit. At Seller’s cost (other than as expressly set forth in Section 11 (“Additional Audit Rights”) below), Seller shall comply fully with the requirements set forth in this Exhibit and its Attachment (collectively, the “Cyber and Data Protection Terms”) throughout the term of the Agreement and for so long as Seller continues to have access to, is in possession of, or acquires Edison Data or has access to Edison’s Computing Systems. Seller shall immediately notify SCE if it knows or reasonably believes that it is not in compliance with any of the requirements of the Cyber and Data Protection Terms.
2. **Subcontractors.** All Seller requirements in the Cyber and Data Protection Terms are also requirements for Seller’s Subcontractors of any tier. Seller is responsible for ensuring that its Subcontractors comply with the Cyber and Data Protection Terms and will be responsible for any Subcontractor breach of the Cyber and Data Protection Terms as though the breach was due to the acts or omissions of Seller. Seller shall ensure that (i) each Subcontractor provides timely notification and remediation of any Cyber Incident (as described in **Section H of** the Cyber and Data Protection Exhibit) that involves such Subcontractor and (ii) such Subcontractor fully cooperates in any SCE investigation of a Cyber Incident involving the Subcontractor including audits as described in Section 11 (“Additional Audit Rights”) below. Seller shall immediately notify SCE if it knows or reasonably believes that any of its Subcontractors are not in compliance with the Cyber and Data Protection Terms.
3. **Definitions.** Solely for purposes of the Cyber and Data Protection Terms, the following terms shall have the following meanings:

Applicable Laws	Any and all acts, codes, statutes, laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, directives, permits, guidelines, policies and interpretations (to the extent mandatory), as any of them may be amended from time to time, of any government authority, or any department or agency of any government authority, to the extent having jurisdiction over Seller (and its affiliates), SCE, the Project, the Product, or the Agreement or in connection with testing, commissioning, demonstration, operation, acceptance or maintenance of the Project or the Product.
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<p>Bulk Electric System or “BES”</p>	<p>The electrical generation resources, transmission lines, interconnections with neighboring transmission systems, and associated equipment, generally operated at voltages of 100 kV or higher. This definition is subject to exemptions and inclusion of resources, lines and other elements that do not fit the foregoing definition, if such exemptions or inclusions are required by energy industry regulatory agencies including (but not limited to) the North American Electric Reliability Corporation and the Federal Energy Regulatory Commission. If Seller is involved in a NERC CIP Project or any project involving BES Cyber System Information, Seller must be familiar with such exemptions and inclusions.</p>
<p>BES Cyber System</p>	<p>One or more BES Critical Cyber Assets (as the term is defined by the North American Electric Reliability Corporation, as it may be amended from time to time) logically grouped by SCE to perform one or more reliability tasks to promote or maintain the reliable operation of the electric grid and/or Edison’s Bulk Electric System. These include facilities, systems, and equipment, which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the electric grid and/or Edison’s Bulk Electric System.</p>

<p>BES Cyber System Information</p>	<p>Information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. Examples of BES Cyber System Information may include, but are not limited to, security procedures or security information about BES Cyber Systems, physical access control systems, and electronic access control or monitoring systems that are not publicly available and could be used to allow unauthorized access or unauthorized distribution; collections of network addresses; and network topology of the BES Cyber System.</p>
<p>Critical Energy Infrastructure Information or "CEII"</p>	<p>Specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure.</p>
<p>Cyber Incident</p>	<p>(1) Any unauthorized access to, use of, or other breach in the security of Seller's computing systems that (a) contain Edison Data, or any other accidental or unauthorized access to, interception of, acquisition, disclosure, use, modification, loss, damage, or destruction of Edison Data; or (b) causes any disruption to the business operations of SCE; or (2) if caused by the action or inaction of Seller, any unauthorized access to, use of, or other breach in the security of Edison's Computing Systems, or any unauthorized access to, interception of, disclosure or acquisition of Edison Data caused by the action or inaction of Seller or its affiliates.</p>
<p>Edison's Computing Systems</p>	<p>SCE's and its affiliates' respective electronic computing and information systems, computers, servers, applications, files, electronic mail, electronic equipment, wireless devices, databases, data storage and other data resources, and SCE-</p>

	sponsored connections to the internet communications network.
Edison Data	Any non-public information whether or not designated by or on behalf of SCE as Confidential Information at the time it is provided or made available to Seller, and all information Seller derives from such information.
Edison Personal Information or “EPI”	Any information in the possession or under the control of SCE or any of its affiliates, or that is furnished or made available by or on behalf of SCE to Seller, that identifies an individual, or that relates to, describes, or is capable of being associated with, an identifiable individual (whether a current or former SCE employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, government issued identification number, medical information, insurance information, education, employment information, financial identifiers or information, online account identifiers and password and/or security question together with the answer, or information regarding the individual’s electric energy usage or electric service, including, without limitation, service account number, electricity demand, monthly billed revenue, credit history, rate schedule(s), meter data, or number or type of meters at a premise. EPI includes “personal information” as defined in The California Consumer Privacy Act, California Civil Code Section 1798.100 – 1798.199, and any regulations promulgated thereunder.
Industry Best Practices	Those practices, methods, and standards (“controls”) which are expected from a skilled and experienced contractor with respect to the cybersecurity and privacy of data, systems, and other similar assets and which are implemented in a prudent and effective manner. These controls include, at a minimum, those consistent with leading technology and cybersecurity industry standards and frameworks, such as the National Institute of Standards and Technology (NIST) Cybersecurity

	Framework, NIST Privacy Framework, NIST 800 series, and the International Organization for Standardization (ISO) 27000 series.
NERC CIP Project	Project involving BES Cyber System Information and/or access to BES Cyber Systems and/or access to BES facilities, requiring SCE to comply with cybersecurity regulations imposed by the North American Reliability Corporation (NERC) or by the Federal Energy Regulatory Commission (FERC).
Seller's Computing Systems	Information systems and networks owned, operated, or leased by Seller.

4. **Additional Warranties and Representations.** In addition to any other representations and warranties contained in the Agreement, and notwithstanding any statement in the Agreement limiting the applicable warranties, Seller hereby represents and warrants that it has read and understood the Cyber and Data Protection Terms and that Seller is fully compliant with them.
5. **Additional Indemnification Obligations.** Seller shall indemnify, defend and hold harmless SCE and its affiliates, and SCE's and its affiliates' officers, directors, employees, agents, representatives, successors, and assigns from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including, but not limited to, any costs or expenses related to increased regulatory or administrative oversight), fines, penalties, or interest, including reasonable legal fees and costs, arising out of, in connection with, resulting from or relating to any claim relating to a breach of any of the obligations under the Cyber and Data Protection Terms.
6. **Enforcement Expenses.** Seller shall pay, upon demand by SCE, all expenses, charges, costs and fees (including, without limitation, reasonable legal fees and costs) paid or incurred by or on behalf of SCE in connection with the enforcement of any of the rights of SCE or the obligations of Seller or its Subcontractors under the Cyber and Data Protection Terms.
7. **Limitation of Liability Exception.** ANY LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF LIABILITY WITH RESPECT TO CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES OR TOTAL AGGREGATE DAMAGES, SHALL NOT APPLY TO DAMAGES ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM OR RELATING TO SELLER OR ITS SUBCONTRACTOR'S BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THE CYBER AND DATA PROTECTION TERMS.

8. **Continuing Confidentiality and Non-Disclosure Obligations.** To the extent Seller possesses any Edison Data, Seller shall hold such Edison Data in strict confidence, and Seller may distribute or disclose such information only as specifically provided in a purchase order or statement of work, or as otherwise expressly authorized in writing by SCE. Seller's obligations under this Section 8 shall apply regardless of whether such information falls within the definition of "Confidential Information" under the Agreement and shall continue until such time as SCE provides notice that such information may be distributed or disclosed without restriction. This Section 8 shall survive the termination or expiration of the Agreement.
9. **Additional Insurance.** Seller shall have insurance covering (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) liability arising from a Cyber Incident. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of any errors and omissions coverage required in the Agreement. This insurance shall have a retroactive date that equals or precedes the effective date of the applicable purchase order, work order, or statement of work (or other order document or form or scope of work, however denominated). Seller shall maintain such coverage until the later of: (1) a minimum period of three years following termination or completion of the applicable purchase order, work order, or statement of work (or other order document or form or scope of work, however denominated), or (2) until Seller has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes.
10. **Physical and Environmental Security.** Seller shall take appropriate steps to prevent unauthorized physical access, as well as accidental and intentional damage, to Seller's physical premises and electronic systems that access, use, store or otherwise process Edison's Data. Seller shall also protect against environmental risks (e.g., earthquakes, tornados, power failures) including by appropriate redundancies and backups) and systems malfunctions or failures.
11. **Additional Audit Rights.** SCE retains the right to audit Seller and its Subcontractors of any tier for adherence to the terms of the Cyber and Data Protection Terms not more than once per year, or more often upon notification or reasonable belief by SCE of the occurrence of a Cyber Incident as defined in the Cyber and Data Protection Terms, or as required to comply with regulatory requirements. Seller will cooperate with any such audit at Seller's or its Subcontractor's sole expense, other than the fees of any third-party auditor retained by SCE to conduct the audit.
- Upon request, Seller shall share the results of industry standard third-party audit reports (e.g., SOC 2 Type II audit, ISO 27001, or SSAE 16 audit) where available and in a timely manner.
12. **Termination for Breach.** If Seller (either directly or through the act or omission of a Subcontractor) breaches any of the terms and conditions of the Cyber and Data Protection Terms, then SCE may in its discretion immediately terminate the Agreement for cause without giving Seller an opportunity to cure. In such case, SCE shall not be responsible for any termination liability.

13. **Rights in the Event of Breach.** SCE shall have the right to bring immediate suit in a court of competent jurisdiction against Seller for a breach of the Cyber and Data Protection Terms by Seller (either directly or through the act or omission of a Subcontractor, its employees, agents or representatives).

14. **Changes in Law.** If, after the date hereof, either Seller or SCE becomes aware of any changes in law related to the subject matter of the Cyber and Data Protection Terms, upon notification by either Party to the other Party of such change, the Parties shall meet in good faith as soon as practicable to discuss achieving compliance with the changed legal requirements.

ATTACHMENT 1 TO EXHIBIT N**CYBERSECURITY AND DATA PROTECTION ATTACHMENT**

Seller shall: (i) implement and maintain appropriate measures, no less rigorous than privacy and cybersecurity Industry Best Practices, to protect its electronic network and systems from Cyber Incidents that could make Edison's Computing Systems vulnerable to unauthorized access or use and to protect Edison Data in its possession, custody or control from accidental or unauthorized access, acquisition, disclosure, use, modification, loss, damage, or destruction; (ii) regularly review and revise those measures to address new or ongoing risks and to implement industry best practices and legal requirements regarding cybersecurity and privacy; and (iii) to cooperate with SCE in its efforts to minimize risks to Edison's Computing Systems and Edison Data and prevent unauthorized access to Edison's Computing Systems and Edison Data, or unauthorized disclosure of Edison Data. Seller acknowledges that these requirements set forth in this Cyber and Data Protection Attachment are in addition to the security and confidentiality requirements of the Agreement and present a minimum standard only. Without limiting the generality of the foregoing paragraph, Seller's security and privacy practices and procedures must comply with the requirements in the sections that follow.

The Parties acknowledge that the requirements of this Cyber and Data Protection Attachment to the extent expressly relating to access to Edison's Computing Systems, BES Cyber Systems, Personal Information, BCSI, or CEII will only become applicable when and to the extent Seller is given access to Edison's Computing Systems, BES Cyber Systems, Personal Information, BCSI, or CEII.

- (1) For the purposes of this Agreement the following qualifications must remain true:
 - (a) Seller's connection to SCE shall originate from a source based within the physical boundaries of the United States of America.
 - (b) DERs shall be logically isolated from the environment connecting to SCE.
 - (c) Seller shall configure environment to use the most restrictive security settings available that do not directly interfere with Seller's ability to perform its obligations under this Agreement.
- (2) Seller shall:
 - (a) Agree to and meet the requirements of the SCE Policy on Information Security, Cybersecurity, and Privacy for Suppliers:
<https://www.SCE.com/sites/default/files/inline-files/PolicyonInfoSecurityCybersecurityPrivacy.pdf>
 - (b) Be onboarded with a review by SCE Cybersecurity that will include:
 - (i) Successfully completing a risk review performed by SCE Cybersecurity;
 - (ii) Meeting and maintaining the required Security Risk Score throughout the term of this Agreement; and

- (iii) Providing details necessary to issue certificates from SCE's Public Key Infrastructure ("PKI") for authenticating 2030.5 connections via Transport Layer Security ("TLS") 1.2 or higher. This certificate must be used for connections to SCE from the Seller. Notwithstanding the foregoing, this subsection (iii) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
- (c) Use TLS 1.2 or higher with SCE issued certificate for all connections to SCE, including the following:
 - (i) Using SCE's PKI certificate for Network authentication and communications encryption;
 - (ii) Supporting the ability to integrate with SCE's PKI to rotate keys and certificates used in communication with SCE (via Enrollment over Secure Transport ("EST") or Simple Certificate Enrollment Protocol ("SCEP"));
 - (iii) Supporting the ability to integrate with SCE's PKI to check validity of Certificates (via Online Certificate Status Protocol ("OCSP")); and
 - (iv) Supporting an ECC encryption specified by SCE during onboarding.
 - (v) Notwithstanding the foregoing, this subsection (c) and its subsections (i, ii, iii, iv) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
- (d) Configure logging to allow SCE to collect audit events, system events, and other events of interest. Logs shall be written to a generic repository and delivered to SCE at least every ten minutes. Notwithstanding the foregoing, this subsection (d) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
- (e) Provide access to firewall and network monitoring device logs used in the scope of service. Logs shall be written to a generic repository and delivered to SCE at least every ten minutes. Notwithstanding the foregoing, this subsection (e) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
- (f) Not access, host, manage, process, store, or use connections to SCE Computing Systems or SCE Information outside of the United States (such as, Onshore based data centers only).
- (g) Provide a range of static network IP addresses for whitelisting:
 - (i) No other IP address will be allowed for connections;
 - (ii) IP addresses must be based in the United States of America; and
 - (iii) Any change to static IP addresses will require a 30-day advance notice.
 - (iv) Notwithstanding the foregoing, this subsection (g) and its subsections (i, ii, iii) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting

- solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
- (h) Direct all communications via designated intermediate device. Notwithstanding the foregoing, this subsection (h) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
 - (i) If requested, provide validation of the Authenticity of Seller's information system components, including, but not limited to: detailed Bill of Material information, production locations, Hardware, Software and development processes, shipping and handling procedures, Configuration Management processes and personnel and physical security processes in the supply chain.
 - (j) Maintain an Information Security Program and Information Security policies designed and implemented to ensure the availability, confidentiality, integrity and reliability of the technology services managed by Seller. This must include at minimum:
 - (i) Access Control, Identification and Authentication,
 - (ii) Application and Application Development,
 - (iii) Auditing and Logging,
 - (iv) Configuration Management,
 - (v) Disaster Recovery and Business Continuity,
 - (vi) Encryption,
 - (vii) Incident Response,
 - (viii) Information Protection,
 - (ix) Information Security policies,
 - (x) Maintenance,
 - (xi) Mobile Device Security,
 - (xii) Monitoring,
 - (xiii) Network Security,
 - (xiv) Personnel Security,
 - (xv) Physical and Environmental Security,
 - (xvi) Security Patching,
 - (xvii) Security Risk management,
 - (xviii) Technology Asset Management, and
 - (xix) Vendor management
 - (k) Maintain Access Control, Identification and Authentication Services capable of:
 - (i) Uniquely identifying and Authenticating all Applications, devices, users and Services accessing information and systems used in support of technology services provided by the Seller; and
 - (ii) Restricting, enforcing and minimizing access to those information and systems.
 - (l) Not share SCE-issued accounts, Authentication information or other SCE-issued access.
 - (m) Notify SCE within 24 hours when access is no longer required.

- (n) Remove or disable access to information and computing systems within 1 business day for terminated personnel or transferred personnel who no longer require access to systems used to provide technology services.
- (o) Maintain an Incident Response plan and notify SCE within 1 business day of a suspected or confirmed Cybersecurity Incident which could impact SCE.
- (p) Encrypt all information used in support of technology services provided by the Seller during transmission and while in storage or not in use.
- (q) Maintain a policy prohibiting information used in support of technology services provided by Seller from leaving the Seller's Data Center, and/or worksite through the use of:
 - (i) Portable or removable media;
 - (ii) Devices with photographic capabilities; or
 - (iii) Paper.
- (r) Implement controls (e.g., Information Security policies, a Code of Conduct, or confidentiality agreements) to ensure Seller personnel are aware of Seller's Information Security program and procedures.
- (s) Obtain written acceptance from Seller's personnel annually of the following:
 - (i) Seller's Code of Conduct, ethics policy, or confidentiality agreement;
 - (ii) Seller's Information Security policies; and
 - (iii) The requirements contained herein.
- (t) Maintain a Security Monitoring program for all Seller and third-party technology used to provide technology services.
 - (i) The Security Monitoring program must include:
 1. Monthly Security Vulnerability testing;
 2. Quarterly Penetration Testing;
 3. Intrusion Detection and Prevention Systems to identify and prevent attacks; and
 4. A Data Loss Prevention solution to monitor electronic information.
 - (ii) Security Vulnerabilities must be ranked as critical, high, moderate or low.
 - (iii) Security Vulnerabilities ranked as critical, high and moderate must be remediated within 30 days of discovery or as soon as patching is available as applicable.
 - (iv) Security Vulnerabilities ranked as low must be remediated within 180 days or as soon as patching is available as applicable.
- (u) Upon request, provide SCE with security vulnerability testing and penetration testing results and remediation reports.
- (v) Maintain Seller's Computing Systems used in connection with Seller's performance of its obligations under this Agreement must be logically isolated from all other Seller Systems through the use of devices or solutions to restrict and limit the use of Ports and Services to only those required for operation and denying all other traffic by default.
- (w) Maintain logical separation and isolation between the Seller's or Third-Party technology used in connection with Seller's performance of its obligations under this Agreement or

- used to access SCE Computing Systems and any Seller or Third-Party technology used to provide Services to any of the Seller's other customers, contractors or vendors.
- (x) Ensure that all network connectors between Seller and SCE are encrypted and routed as described herein. Notwithstanding the foregoing, this subsection (x) shall not be applicable to Permanent Load Shift Thermal Projects or Projects consisting solely of Energy Efficiency measures, where those projects do not require a connection to SCE systems.
 - (y) Maintain a personnel background investigation and verification program for all personnel with access to information or Computing Systems used in connection with Seller's performance of its obligations under this Agreement. The background verification must identify if an employee has been convicted of a felony, property crime or fraud in any state where the individual has resided or worked during the past seven years and check the United States' Specially Designated Nationals List and the Denied Persons List.
 - (z) Provide role-based Cybersecurity Awareness Training annually to all personnel.
 - (aa) Provide an annual Service Organization Control (SOC) 2 report, or provide an annual SOC 3 certification, or maintain ISO 270001 certification throughout the life of this Agreement.
 - (bb) Maintain a documented security patching program, processes and procedures. The security patching program must:
 - (i) Perform monthly, at minimum, security patching for all security vulnerabilities;
 - (ii) Provide detailed information describing the controls used to mitigate all un-remediated vulnerabilities; and
 - (iii) Notify SCE within 24 hours of any critical, high, or moderate security vulnerabilities that may impact technology services and cannot be remediated within 30 days. Seller must also provide SCE with detailed information describing alternative controls that will be used to mitigate the un-remediated security vulnerabilities.
 - (cc) Assess, monitor and remediate all security risks associated with providing SCE with Technology Services.
 - (dd) Assess, monitor and remediate all security risks, including those associated with the Seller's contractors, service providers and suppliers with access to Computing Systems used to provide SCE with Technology Services.
 - (ee) Meet or exceed supply chain risk and security standards and relevant executive orders such as, NIST SP 800-161, ISO 9001, E.O. 13873, and others as applicable.
- (3) SCE may perform an audit of Seller's adherence to the Policy on Information Security, Cybersecurity, and Privacy for Suppliers and the requirements contained herein as follows:
- (a) SCE or its designee will perform the security audit.
 - (b) The audit will be performed on-site at Seller's location.
 - (c) Seller will provide access necessary to complete the audit to SCE or its designee.

Failure to meet and/or comply with the requirements contained herein shall constitute an Event of Default, any access granted at such time shall be terminated.