

These Standard Terms and Conditions for Participants and the Agreement outlined in this document (collectively, the "**Agreement**") are made and entered into by and between the Association for Energy Affordability Inc., a New York corporation and/or an affiliate thereof ("**AEA**"), and eligible multifamily property owners ("**Participant**") for the purpose of evaluating Building Electrification, Energy Efficiency, and Electric Vehicle Supply Equipment ("**Program Measures**") opportunities, and Direct Installation services under the Program funded by Silicon Valley Clean Energy Authority ("**SVCE**" or "**Sponsor**"). AEA may hire third-party contractors to provide services under this Agreement ("**Program Subcontractor(s)**"). AEA and Participant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that Sponsor and Program Subcontractor are third-party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION:** Participant agrees to support AEA and Program Subcontractor(s) and assign a representative to facilitate services provided under this Agreement. Participant acknowledges its intent to install building electrification, energy efficiency and EVSE measures on its property. Participant agrees to allow AEA and Program Subcontractor(s) to access its property and facilities, energy use data (including allowing Sponsor to share this information with AEA and Program Subcontractor(s)), and cost information for the purposes of implementing this Agreement and installing Program Measures. If Participant is a property manager, or agent of the property owner, Participant represents that they have obtained the property owner's permission to install Program Measures. Participant agrees not to use the name or identifying characteristics of Sponsor, AEA or Subcontractor for any advertising, sales promotion, or other publicity of any kind. Participant understands that Sponsor may modify or terminate the Program at any time and without prior notice, and that such modification or termination may affect this Agreement.
2. **ELIGIBILITY:** Sponsor determines eligibility of Participants for participation in the Program at its sole discretion. AEA may request that Participant provide verification of eligibility requirements at any time during the Program period.
3. **EVALUATION MONITORING AND VERIFICATION:** Participant agrees to allow AEA, Program Subcontractor(s), and Sponsor to access its facilities for the purpose of conducting a Site Visit and Assessment, confirming Participant's participation in the Program and inspecting any Equipment that is installed through the Program. Participant agrees to cooperate with AEA, Program Subcontractor(s), and Sponsor, as necessary. Participant also agrees to remedy any health, safety, or other issue identified during the auditing and monitoring of results within the timeframe provided by the Program.
4. **PRELIMINARY SCOPING MEMO:** AEA and Sponsor agree to develop Preliminary Project Scope of Work to be provided to Participant in the form of a Preliminary Scoping Memo and attached to the Intent to Proceed Agreement. This Preliminary Scoping Memo must be discussed by all Parties in order to advance the Project further in the Program. The Preliminary Scoping Memo will serve as further demonstration of Participant's willingness to participate in the Program. The Preliminary Scoping Memo does not constitute an agreement to install Program Measures, rather it is intended to communicate potential measures to be considered by Participant, and Participants' interest in pursuing those Program Measures. The scope of work presented in the Preliminary Scoping Memo is not intended to correct or interfere with any building code violations. Any improvements or work suggested in the Preliminary Scoping Memo must be performed in accordance with all local, state, and federal laws and regulations that apply by case. Particular attention must be paid to any work that involves the disturbance of products containing asbestos or lead. Retrofits or repairs are not evaluated on energy and monetary savings alone. Environmental considerations, capital improvement needs, health and safety concerns, or attainment of various standards or codes are also taken into account. Reported savings may over or under-predict savings depending on conditions and building operations.
5. **ELECTRIFICATION PLAN:** Upon agreement of Preliminary Project Scope of Work, AEA and Sponsor agree to develop and provide Participant with a detailed and comprehensive Electrification Plan which will include a detailed assessment of existing equipment, efficiency opportunities, recommendations for energy savings, electrification and electric vehicle charging measures, evaluations of electrical systems, suggestions for equipment placement, estimates for project costs and savings, as well as details regarding non-program incentives for the Project.
6. **CONFIDENTIALITY.** AEA shall keep Participant information confidential: Only Contractor and Sponsor, and their consultants, shall be granted access to Participant data as needed or required. AEA will not use the name or identifying characteristics of Participant in advertising sales promotion or other publicity without Participant's written approval, except that Participant's name and/or address may be included in publicly available documents.

7. **DIRECT INSTALLATION PARTICIPATION AGREEMENT:** Before proceeding further in the Program, Participant must sign and execute a Direct Installation Participation Agreement (DIPA). The DIPA will include these same Terms and Conditions as well as a finalized set of Program Measures as determined and agreed upon by all Parties and detailed in the Electrification Plan. The intent of the DIPA is to further demonstrate Participant's commitment to participate in the Program and to agree to install the Program and non-Program Measures as described in the Electrification Plan provided to Participant by AEA.
8. **INSTALLATION OF PROGRAM MEASURES:** Upon receiving Participant and Sponsor's approval, and execution of a DIPA, AEA shall promptly initiate the necessary activities for installing the Program Measures, as detailed in the Electrification Plan, in compliance with applicable federal, state, and local laws, building codes, manufacturer's specifications, permitting requirements, and Participant's own standards and requirements. AEA will implement a comprehensive Quality Assurance and Quality Control Plan to ensure proper installation and accurate documentation for each project. AEA commits to facilitating the transfer of all manufacturer product warranties held by AEA, or Program Subcontractors, to the property owner or manager upon successful completion of installation.
9. **INSTALLATION SCOPE OF WORK AND INSTALLATION CONTRACT:** AEA and Participant will work together to develop an Installation Scope of Work to be completed by AEA and Program Subcontractor(s). The Installation Scope of Work will include any necessary design criteria or considerations as determined by Participant or Authority Having Jurisdiction, a construction schedule, and final pricing provided by Program Subcontractor(s). The Installation Scope of Work will be included as an attachment to the Installation Contract which will be executed by AEA (or affiliate thereof) and the Installation Program Subcontractor(s).
10. **THIRD-PARTY INCENTIVES:** To ensure efficient use of Program funding, eligible projects may be enrolled in third-party incentive programs. These programs may include but are not limited to; Low Income Weatherization Program, Bay Area Multifamily Building Electrification, TECH Clean CA, California Energy Smart Homes. Participant agrees to support AEA and other Program Subcontractor(s) in enrolling their participating property in these third-party programs where Participant's action is needed for the purpose of applying for rebates, providing required documentation to third party program representatives, and executing related third-party program agreements. AEA agrees to provide support and Technical Assistance to Participant throughout this process, but cannot guarantee any third-party incentives will apply. .
11. **PROGRAM SUBCONTRACTORS:** AEA reserves the right to enlist Program Subcontractor(s) for the execution of services outlined in this Agreement. The Participant acknowledges and consents to Program Subcontractor(s) being involved in the fulfillment of obligations, understanding that subcontractors shall be held to the same standards, rights, and responsibilities as AEA under this Agreement. AEA assumes no liability for any actions or oversights of subcontractors, but ensures that subcontractors are qualified, trained and selected with care and diligence to maintain the quality and integrity of services provided.
12. **OWNER'S OBLIGATIONS:**
 - A. For Qualifying Dwelling Units subject to statutorily authorized rent control or rent stabilization, nothing in this agreement prohibits the Owner from receiving approval for standard, periodic, incremental rent increases granted by AHJ or the local rent control guidelines board.
 - B. If Participant evicts or commence any eviction proceeding against any tenant(s) of any Qualifying Dwelling Unit in the Building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding, Owner will be removed from the Program and must repay SVCE the full cost of installing Program Measures within thirty (30) days of the eviction date.
 - C. Participant must maintain the property's status as a deed restricted affordable multifamily property for ten (10) years from the date of installation of Program Measures and maintain below market rent in compliance with such deed restrictions. If SVCE determines, in its sole discretion, that owner has not maintained the property's status as a deed restricted affordable multifamily property, or has not maintained below market rent in compliance with the deed restrictions, SVCE may require repayment of the full cost of installing Program Measures within thirty (30) days of such notice to Participant.
 - D. Participant agrees to maintain in good and operable condition the Program Measures installed under this Program for the useful life of the Program Measure. SVCE maintains the right, but not the obligation, to inspect the location of the installation upon reasonable notice at any time during the ten (10) years.
 - E. Participant may need to cover the cost, or a portion of the cost, of non-Program Measures that may include but aren't limited to Building Code Compliance and Health and Safety issues (e.g., lead or asbestos abatement) that must be addressed in order to install Program Measures. The Program may cover a portion of the cost, which is determined at the discretion of Sponsor. If Participant is unable or unwilling to cover these costs, the Program may choose to modify the Program Measures to be

installed or remove Participant from the Program.

13. **NO WARRANTY:** AEA and Sponsor make no representations or warranties, and assume no liability with respect to quality, safety, performance, or other aspect of any equipment installed pursuant to this Agreement and expressly disclaim any such representation, warranty, or liability, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. Neither the Sponsor nor AEA shall be responsible for costs or corrections of conditions already existing in the facilities inspected which fail to comply with applicable laws and regulations. All warranties and liability for installed program measures will be guaranteed by program contractors and will be assigned to participant after installation is complete.
14. **EXTENDED WARRANTIES AND OPERATIONS & MAINTENANCE CONTRACTS:**
 - A. **Extended Warranties:** AEA, agrees to provide extended warranties for Program Measures. The extended warranties shall cover defects in materials and workmanship for a period specified in the warranty documentation, commencing from the date of installation. The terms and conditions of the extended warranties shall be provided to the Participant upon installation of the Program Measures.
 - B. **Operations & Maintenance Contracts:** AEA, in collaboration with approved contractors, may offer pre-paid operations and maintenance contracts to the Participants for the ongoing upkeep and servicing of the installed Program Measures. The operations and maintenance contracts shall outline the scope of services, duration, and any applicable fees. Participants may opt to enter into such contracts separately, and the terms and conditions thereof shall be governed by separate agreements between the Participants and the designated service providers.
 - C. **Transferability:** The extended warranties and operations and maintenance contracts may be transferable to subsequent owners of the property upon written consent from AEA or the designated service providers. Any transfer of warranties or contracts shall be subject to applicable terms and conditions and may require payment of transfer fees.
 - D. **Exclusions:** The extended warranties and operations and maintenance contracts shall not cover damages resulting from misuse, neglect, unauthorized modifications, or acts of third parties.
 - E. **Notice:** Participants shall promptly notify AEA or the designated service providers of any issues or concerns regarding the performance or maintenance of the program measures covered under the extended warranties or operations and maintenance contracts. Failure to provide timely notice may result in the invalidation of warranty coverage or termination of maintenance services.
 - F. **Termination:** AEA reserves the right to terminate or modify the extended warranties and operations and maintenance contracts at any time upon written notice to the Participants. In the event of termination, AEA shall provide prorated refunds for any prepaid maintenance services not yet rendered.
 - G. **Governing Law:** Any disputes arising out of or related to the extended warranties and operations and maintenance contracts shall be governed by the laws of the State of California, without regard to conflict of law principles.
15. **TENANT ENGAGEMENT AND EDUCATION:** AEA and Program Subcontractors agree to facilitate tenant engagement and promote enrollment in Sponsor's E-ELEC electricity rate. AEA shall conduct in-person or virtual education and engagement workshops for participating properties with the goal of providing education on electrification equipment and address any concerns. AEA may, but is not obligated to, provide compensation to tenants for feedback or participation in engagement activities, subject to Sponsor's approval. AEA and Program Subcontractor(s) are responsible for providing pre- and post-project education and resources to tenants ensuring availability in multiple languages, including English, Spanish, Chinese, and Vietnamese.
16. **INDEMNIFICATION; RELEASE OF CLAIMS AGAINST, AND HOLD HARMLESS; LIMIT ON LIABILITY:** TO THE EXTENT ALLOWED BY LAW, PARTICIPANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND AEA, THEIR OFFICERS, EMPLOYERS, EMPLOYEES, AND AGENTS ("INDEMNITEES") AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EQUIPMENT. PARTICIPANT DISCHARGES AND RELEASES INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, DAMAGES OR CHOSE IN ACTION, LEGAL OR EQUITABLE, OF WHATEVER KIND OR NATURE, INCLUDING NEGLIGENCE BY INDEMNITEES, IN WHICH PARTICIPANT, AND PARTICIPANT'S SUCCESSORS IN INTEREST, HEIRS, ESTATES OR PERSONAL REPRESENTATIVES, OR FAMILY MEMBERS, NOW MAY HAVE OR ASSERT, OR MAY HAVE HAD IN THE PAST OR MAY HAVE IN THE FUTURE, AGAINST INDEMNITEES AS THE RESULT OF, BASED UPON, ARISING OUT OF, OR CONNECTED WITH INDEMNITEES' INVOLVEMENT WITH THE PROJECT. PARTICIPANT IS ON NOTICE OF AND HEREBY SPECIFICALLY AND EXPRESSLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES THAT A

"GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." PARTICIPANT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS INDEMNITEES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEY'S FEES AND COSTS, BROUGHT AS A RESULT OF INDEMNITEES' INVOLVEMENT WITH THE PROJECT, AND TO REIMBURSE INDEMNITEES FOR ANY SUCH EXPENSES INCURRED. NEITHER SPONSOR NOR AEA SHALL BE LIABLE TO PARTICIPANT, AND PARTICIPANT SHALL NOT BE LIABLE TO SPONSOR OR AEA, FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

17. MISCELLANEOUS: This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. The Parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Participant is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Participant shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of AEA. AEA may assign its rights and delegate its duties under this Agreement to any third party at any time without Participant's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance