

Energy Efficiency Programs Exhibit
Additional Terms and Conditions

1. Prevention of Double Dipping

If applicable:

(A) Contractor shall, prior to providing incentives or services to any Edison customer for energy efficiency measures, obtain a signed form from the Edison customer stating the following:

(1) Customer has not received incentives or services for the same measure from any other utility, or state or local program;

(2) Customer agrees not to apply for or receive incentives or services for the same measure from another utility, or state or local program;

(3) Customer acknowledges that he or she has received information about the free Low Income Energy Efficiency Program that Edison has available, which may offer incentives or services for the same measure(s) that the customer may be eligible for.

(B) Contractor shall retain the customer signed forms for at least three years after receipt of final payment under this Purchase Order.

(C) Contractor shall furnish the customer signed forms to Edison upon request.

(D) Contractor, its associates, employees, agents or Subcontractors, shall not knowingly provide an incentive to a customer or make a payment to a Subcontractor who is receiving compensation for the same product, measure or service either through another ratepayer funded program, or through any other funding source.

2. Customer Disclosure Obligations

(A) Contractor shall prominently disclose to prospective program participants and customers, both orally and in writing, that customers are not obligated to purchase any service or product, other than that which is the subject of this Purchase Order and funded with funds collected from California utility ratepayers. The text of the disclosure must be stated and written in English and Spanish, and any other language as appropriate if the program specifically targets other language-speaking customers.

(B) Contractor shall include the following text, and where appropriate a translation of the text in Spanish and any other language as appropriate if the program specifically targets other language speaking customers, in all material provided to a prospective program participant and customer:

“California Consumers are not obligated to purchase any full fee service or other service not funded by this program. This program is funded by California utility ratepayers and administered by Southern California Edison Company under the auspices of the California Public Utilities Commission (CPUC).”

Spanish translation:

“Los Consumidores de California no están obligados a comprar servicios completos o adicionales que no esten cubiertos bajo este programa. Este programa está financiado por los usuarios de servicios públicos en California bajo la jurisdicción de la Comisión de Servicios Públicos de California (CPUC).”

3. Ratepayer-Funded Programs Must Directly Benefit Customers in the Service Territory From Which the Funds are Collected

The energy efficiency program implemented by this Purchase Order is funded in whole or in part by funds collected from Edison’s customers for public purpose programs, and therefore must directly benefit Edison’s customers. PGC Funds (Public Goods Charge Funds) are defined as those certain funds collected from electric utility ratepayers pursuant to Section 381 of the California Public Utilities Code for public purpose programs, including energy efficiency programs approved by the CPUC.

4. Marketing Materials

(A) Contractor shall submit all marketing materials to Edison prior to their release or communication for approval.

(B) Except as provided for in the Agreement, Contractor shall not use the name of the California Public Utilities Commission on marketing materials for its program unless Contractor obtains prior written approval of the CPUC.

(C) Except as required and subject to pre-approval by Edison, Contractor shall not use Edison's name or logo on marketing materials, nor shall Contractor state, imply or in any way represent to third parties, customers or program participants that Edison has endorsed or approved Contractor or its Subcontractors or the work of either.

(D) Despite the above subsections, Contractor shall disclose their source of funding for the program by stating prominently on marketing materials that the program is "funded by California ratepayers under the auspices of the California Public Utilities Commission."

5. Right to Audit

Edison and the CPUC shall have the right to audit Contractor at any time during the term of this Purchase Order and for five years after termination or expiration of the Purchase Order. An audit may include a review of Contractor's financial records relating to the Services or Deliverables, program implementation procedures, program marketing material, program implementation documents, field audits of Contractor employees or Subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to date, customers given incentives to date, lists of employees and respective duties, lists of Subcontractors and their respective responsibilities or service provided.

6. Ownership of Developments

Contractor acknowledges and agrees that Edison, on behalf of their respective customers, shall collectively own all data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools or processes (collectively "Developments") or other written, recorded, photographic or visual materials, or other Deliverables produced in the performance of this Purchase Order; provided, however, that Developments do not include equipment or infrastructure purchased for research, development, education or demonstration related to energy efficiency.

7. Customer Confidentiality Requirements

(A) Non-Disclosure Agreement. Prior to any approved disclosure of Edison Personal Information, Edison may require Contractor to enter into a nondisclosure agreement.

(B) CPUC Proceedings. This provision does not prohibit Contractor from disclosing non-confidential information concerning the Services to the CPUC in any CPUC proceeding, or any CPUC-sanctioned meeting or proceeding or other public forum.

(C) Return of Confidential Information. Edison Personal Information (including all forms of media containing Edison Personal Information) provided to Contractor by Edison, and any electronic versions, documents and/or materials containing such Edison Personal Information or produced by Contractor based on Edison Personal Information (including all copies, backups and abstracts thereof), shall be returned immediately upon expiration, cancellation or termination of the Purchase Order, or upon the request of Edison. All copies, backups or abstracts that cannot be returned to Edison shall be destroyed, deleted or permanently disabled or removed from Contractor's possession. Edison reserves the right to require Contractor show proof of this destruction, deletion, or removal at any time upon request.

(D) Remedies. Contractor acknowledges that Edison Personal Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Contractor are specifically enforceable. Accordingly, Contractor agrees that in the event of a breach or threatened breach of this Section 7(D) by Contractor, Edison shall be entitled to seek and obtain an injunction preventing this breach, without the necessity of proving damages or posting any bond. Any relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy.

8. Customer Complaint Resolution Process

Contractor shall develop and implement a process for the management and resolution of customer complaints in an expedited manner including: (a) ensuring adequate levels of professional customer service staff; (b) direct access of customer complaints to supervisory and management personnel; (c) documenting each customer complaint upon receipt; and (d) directing any customer complaint that is not resolved within five (5) days of receipt by Contractor to Edison. Contractor shall report all customer complaints to Edison within twenty-four (24) hours of occurrence.

9. Stop Work Procedures

Edison may suspend Contractor's Services being performed in its service territory for good cause, including program funding, implementation or management of the program, safety concerns, fraud or excessive customer complaints, by notifying Contractor in writing to suspend any Services being performed in Edison's service territory. Any performance of Services by Contractor in Edison's service territory shall stop immediately, and Contractor may resume its performance of the Services only upon receiving notice from Edison that it may resume performance of the Services.

10. Commission Authority to Modify or Terminate

The program, Services and Deliverables authorized in the Agreement shall at all times be subject to the discretion of the CPUC, including review and modifications, excusing performance under the Agreement, or termination as the CPUC may direct in the reasonable exercise of its jurisdiction. If the CPUC modifies the program, Services or Deliverables, Edison shall issue to Contractor a Change Order to this Purchase Order. The Change Order will specify the relevant changes, including the Scope of Work, increases or decreases in overall program funding, or other modification or change as directed by the CPUC.

11. Edison Authority to Shift Funds or Modify

Edison, in its sole discretion, may reallocate funds among the programs in its energy efficiency portfolio, including IDEEA/InDEE programs, or modify in any way the program, funding, Services or Deliverables. In the event that Edison elects to change or modify the funding, program, Services or Deliverables, Contractor shall be notified in writing and if applicable by a Change Order to this Purchase Order. This Change Order will specify any changes to the Contractor's Scope of Work and may increase, decrease, or terminate overall program funding.

12. Key Personnel

Edison shall require a list of key personnel be delivered by Contractor. Any change to Contractor's key personnel shall be pre-approved by Edison and an unplanned personnel change shall be reported to the Edison Representative immediately. The Contractor shall designate a person that shall coordinate all program work and communicate regularly for the Contractor with the Edison Representative.

13. Data or Information Requests

Edison may, in its sole discretion and at anytime, request information or data relating to the program, Services, Deliverables or this Purchase Order, and Contractor shall provide this information in the format and within the time requested by Edison. Nothing in this provision shall limit the type, format or frequency of these requests by Edison.

14. Referrals

Edison is interested in developing linkages between employment opportunities and trained workers in energy efficiency. In the event that new job opportunities arise as a result of this Program, The Contractor shall provide advanced notice of job, internship opportunities to outreach organizations (see terms and conditions) at least two weeks before the job, or internship opportunity is listed publicly. These opportunities may be shared with organizations that provide EE workforce training. Example agencies: <http://www.careeronestop.org/BusinessCenter/index.aspx>; Work Source California: http://www.worksourcecalifornia.com/business/business_resources.htm; Vocational Training schools' and Community Career Services (i.e. L.A. Trade Tech); Veteran Program Career Services; Employment Development Department: <https://www.caljobs.ca.gov/vosnet/Default.aspx>.