

Charge Ready Home – In-Network Contractor Participation Agreement

Southern California Edison Company (“SCE”) contracted with the **Center for Sustainable Energy (“CSE”)** (together, Program Administrator) to implement the Charge Ready Home rebate program (the **“Program”**) which is funded by Low-Carbon Fuel Standard (LCFS) credits under the auspices of the California Public Utilities Commission (the **“CPUC”**). The Charge Ready Home rebate program provides rebates to single-family, residential SCE customers (**“Customer(s)”**) residing in disadvantaged communities (**“DACs”**) and income-qualified, single-family, residential Customers to upgrade their existing electrical panels to a 200-amp panel and install a 240-volt circuit, enabling these customers to install at-home, Level 2 EV charging stations.

By executing this In-Network Contractor Participation Agreement (“Agreement”), your company (referred to herein as “you” “your company” “In-Network Contractor” or **“Contractor”**) may, subject to the Program Terms and Conditions, participate in the Program as an In-Network Contractor and claim rebates on behalf of one or more eligible SCE customers, if a customer designates that you are authorized to act as its Contractor by providing you with their Prequalification ID.

1. By executing this Agreement, the Contractor hereby affirms that it wishes to be eligible to act as an In-Network Contractor for the Program, if an eligible Customer designates the Contractor as its Contractor, pursuant to this Agreement and subject to the Program Terms and Conditions.
2. To participate in the Program, the Contractor must hold either an active California Contractors State License Board (“CSLB”) General B license or C-10 license.
3. To participate in the Program, the Contractor must create an account on the Program application portal. Each Contractor can have three (3) active employees registered in the system. Additional employee accounts may be requested as needed.
4. The Contractor may participate in the Program by providing electrical panel upgrades, 240-volt circuit installation, and other energy management and electric vehicle charging services as requested by Customers, while the Program is in effect.
5. When designated, in writing or via electronic means, by an eligible SCE Customer, the Contractor may act on behalf of that Customer and may submit a rebate claim, including required documentation. The Contractor will be designated by such Customer(s) as the “Payee” of the rebate funds which the Customer is entitled to under the Program.
6. Upon creation of a Program application portal account, the Contractor will be prompted to provide ACH information. Rebate payments will be made via ACH transfer for each rebate claimed through the Program.
7. The Contractor will be included on the SCE Charge Ready Home Find-A-Contractor List on the SCE Charge Ready Home website (evhome.sce.com).
8. The Program Administrator will provide the Contractor with up-to-date information, training, and documents for the Program as well as dedicated staff support regarding the Program.

Contractor Participation Agreement Terms and Conditions.

1. **Designation as an In-Network Contractor.** A Customer may designate your company as its Contractor by providing your organization with their Prequalification ID. If so designated, your company will use the Prequalification ID to claim the Customer’s project and act as Customer’s agent under the Program. In addition to complying with this Agreement, the Contractor must acknowledge receipt of and compliance with the Program Terms and Conditions.

2. **Program Limits and Changes.** The Program has a limited budget and duration. Rebates pursuant to the Program are paid to qualifying customers on a first-come, first-served basis until the end of the relevant program period or until funds are no longer available, whichever comes first. First-come, first-served status will be determined by the date the prequalification application is submitted by the Customer, consistent with the Program Terms and Conditions. Program rules and rebate amounts may change with little or no notice. The Contractor should refer to the Program website (evhome.sce.com) and Program documents for current information on rebates and qualifying criteria. The Contractor is responsible for complying with any changes to Program Terms and Conditions.

Program payments are subject to cost limitations and cannot exceed the project cost. See the Implementation Manual for such limitations and required cost documentation. The Contractor must submit all required documentation, such as itemized invoices, pursuant to the Program Terms and Conditions to demonstrate eligibility of claimed costs. The Program Administrator will not accept revised documentation showing revised payment costs.

3. **Warranty Requirements.** The Contractor must provide customers with applicable equipment warranty information for all products installed. The Contractor is required to provide standard, “no cost” warranty coverage for the installed equipment and workmanship for one (1) year. The warranty shall include “pass-through” equipment warranties from the original equipment manufacturers, as applicable. The effective start date of the warranty coverage must be the date the panel upgrade and new 240-volt circuit installation is completed in the Customer’s home. This warranty must be transferrable to the Customer upon delivery and installation of the panel upgrade and circuit.
4. **Code of Conduct.** To participate as an In-Network Contractor, the Contractor agrees to abide the following Code of Conduct and acknowledges and agrees that failure to follow any portion of this provision shall be deemed a breach of this Agreement. The Contractor shall:
 - a. Read, understand, and comply with the Program Terms and Conditions.
 - b. Provide Customers with information and documentation that is true, complete, and accurate. Refer to the Program Terms and Conditions for rebate availability, eligibility requirements, and required documentation.
 - c. Deliver quality services, including transparent project consultation, equipment installation that meets local code requirements, and rebate claim submission that includes accurate and complete information.
 - d. Provide, as needed, a clear and correct explanation to Customers about the process of participating in the Program. The Contractor shall not permit Customer to sign incomplete forms or falsify the scope of work. Submission of false or misleading information on any required documents may be considered grounds for removal of both the Contractor and Customer from the Program and punishment under the laws of the State of California.
 - e. Comply with all applicable local, state, and federal laws, regulations, permitting, and licensing requirements when performing any work, including but not limited to, installations and related functions.
 - f. Resolve all Customer complaints and disputes. The Contractor acknowledges that the Program Administrator is not responsible for resolving any disputes between the Customer and the Contractor. The Program Administrator is not party to any agreements between the Contractor and the Customer, nor is the Program Administrator responsible for any representations or disclosures that the Contractor makes to the Customer.
 - i. Notwithstanding the foregoing, if a Customer complains to the Program Administrator that the Contractor has not resolved its concerns, the Program Administrator may, in its sole discretion and with no obligation to do so, follow up with Customer regarding such complaints.
 - g. Attend annual trainings as organized and directed by CSE.

- h. Notify the Program Administrator in writing within three (3) business days if suspended or removed from participation in any other California energy program, including: investor-owned utility (“IOU”) or municipal utility program(s). Additionally, notify the Program Administrator in writing within three (3) business days if disciplined or suspended by a State or local licensing board responsible for licensing the Contractor.
 - i. Properly and appropriately represent to Customers the nature of the Contractor’s role in regard to the Program. In performing any service for the Customer(s), the Contractor shall represent to Customers that such services are provided by the Contractor alone, and not by SCE. The Contractor additionally agrees that it:
 - i. Shall not state or in any way imply to Customers or any person or entity (verbally or in writing), that the Contractor, or any representative of the Contractor, is employed by or working on behalf of SCE. This prohibition includes but is not limited to the Contractor stating in writing or verbally that Contractor is an agent for SCE or otherwise “approved” by SCE.
 - ii. Shall not represent or imply to Customers that SCE endorses any specific product(s) or service(s).
 - iii. Shall not use SCE’s logo nor any Program logo in promotional materials or advertisements.
 - j. Not misrepresent the Program to a Customer, including but not limited to guaranteeing a particular energy savings’ amount.
 - k. Submit true and correct itemized invoices for eligible incurred costs. The Program Administrator may request additional documentation to substantiate the Contractor’s invoices.
- 5. **Termination and Suspension.** Subject to this Agreement, including, but not limited to Section 13, and the Program Terms and Conditions, either party may terminate this Agreement, with or without cause, and without advanced notice, by notifying the other party, in writing, of the termination date. Without limiting the foregoing, the Program Administrator reserves the right to provide verbal and written warnings, limit, suspend, or terminate the Contractor’s participation as a Contractor in the Program, at the Program Administrator’s sole discretion. The Program Administrator has no obligation to maintain, expand or continue the Program.
- 6. **Audit.** The Program Administrator shall have the right to audit the Contractor at any time during the term of this Agreement and for five (5) years thereafter. The right to audit shall include the right to review and to copy any records or supporting documentation pertaining to the Contractor’s performance of this Agreement, including but not limited to the Contractor’s compliance with the Confidentiality and Customer Data Protection requirements set forth herein, during normal business hours. The Contractor agrees to allow reasonable access to the Program Administrator to interview any staff of the Contractor who might reasonably have information related to such records. Additionally, the Contractor must provide requested information in the form and time requirements stipulated by the Program Administrator in ad hoc data requests.
- 7. **Inspections:** Electrical work must be completely installed and operational prior to the Contractor applying for Program payment on behalf of a Customer. The Program Administrator reserves the right to inspect any installation before processing payment. The Program Administrator reserves the right, at its sole discretion, to utilize special inspection levels for Contractors based on past performance. Should work be rejected upon initial inspection, Program Administrator may authorize, at its sole discretion, a site re-inspection and/or re-processing. The Program Administrator will not authorize more than one (1) site re-inspection or Project re-processing. If the Contractor resubmits an initially rejected claim, the second inspection will be considered final, and resubmittal of the claim thereafter will not be accepted.
- 8. **CPUC Authority.** The Program, this Agreement, and all documents referenced herein, shall at all times be subject to changes or modifications by the CPUC, as it may from time to time direct in the exercise of its jurisdiction; provided however, that in the event that any such changes or modifications affect this Agreement or the obligations of either SCE or Contractor under this Agreement, Program Administrator shall provide written notification to the Contractor of such changes or modifications via email notification. The Contractor understands that the CPUC may commence an investigation or other regulatory proceeding in connection with

the Program and/or this Agreement. The Contractor agrees to cooperate with any such investigation or proceeding for a period of five (5) years commencing on the date this Agreement terminates.

9. **Confidential Customer Data.** The Contractor acknowledges that it may obtain information and data from a Customer that is furnished, disclosed, or otherwise made available to Contractor, pursuant to Contractor's performance of this Agreement, including without limitation to personal information such as the name, address, contact information, service account number on the Customer's electric bill, and any information regarding the customer's energy usage or billing ("Confidential Customer Data"). The Contractor agrees that it shall observe and comply with all applicable local, state, or federal law, statutes, ordinances, rules, or regulations with regard to collection, retention and transmittal of Confidential Customer Data, including, but not limited to, data privacy, data protection, and consumer privacy laws.

The Contractor agrees that it shall take information security and protection measures consistent with industry best practices, as such practices evolve and improve during the term of this Agreement. The Contractor agrees that it shall access and use Confidential Customer Data solely for the purpose of performing its duties and obligations under this Agreement and/or as required for the Program.

The Contractor shall: (i) keep Confidential Customer Data confidential, including, but not limited to holding and transmitting such Confidential Customer Data to SCE, in a manner that protects it from unauthorized disclosure; (ii) collect, store, and use Confidential Customer Data in accordance with applicable laws; (iii) collect and process Confidential Customer Data fairly and lawfully, ensuring that Confidential Customer Data is adequate, relevant, and not excessive in relation for the purposes for which it is processed; (iv) ensure that Confidential Customer Data is accurate, and, when necessary, kept up to date; and (v) keep Confidential Customer Data no longer than is necessary for the purposes for which it is being processed.

10. **Indemnification.** The Contractor shall defend, indemnify and hold harmless SCE, its current and future parent company, subsidiaries, affiliates, and their respective directors, officers, managers, shareholders, employees, agents, and representatives (each, an "SCE Indemnified Party"), from and against any claims, suits, actions, judgments, losses, expenses, costs (including reasonable attorneys' fees), damages, demands, and liability (legal, contractual or otherwise) that an SCE Indemnified Party may incur as it relates to the Contractor's obligations under this Agreement and that arise out of or in connection with any third party claim that alleges the Contractor, or its employee(s)'s or subcontractor(s)'s:
- a. Failure to comply with any applicable local, state, or federal law, statutes, ordinance, rules, or regulation, including environmental laws or regulations or strict liability imposed by any laws and regulations;
 - b. Material breach of any provision, warranty or representation of this Agreement or breach of any applicable term and condition of the relevant Program;
 - c. Violation or infringement upon any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of SCE or any third party by the Contractor in connection with this Agreement;
 - d. Act of omission or commission, or such an act of its employees or authorized agents, which results in (a) injury to or death of persons or (b) injury to property or other right or interest of any person;
 - e. Making false or misleading statements, representations or promises to a Customer or potential Customer;
or
 - f. Failure to comply with any obligation in the Confidential Customer Data section of this Agreement.

11. **Dispute Resolution.** If a dispute arises, the Contractor and SCE shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a vice president of SCE, or his or her designated representative, and an executive of similar authority of the In-Network Contractor. Either party may give the other party written notice of any dispute.
 - a. Within twenty (20) calendar days after delivery of said notice, the representatives shall meet at a mutually acceptable time and place and shall attempt to resolve the dispute.
 - b. If the matter has not been resolved within thirty (30) calendar days of the first meeting, either party may pursue other remedies, including non-binding mediation.
 - c. All negotiations and any non-binding mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply and is incorporated herein by reference.
 - d. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
12. **Waiver of Damages.** The Contractor acknowledges and agrees that SCE is not liable to the Contractor for any losses or damages, including incidental or consequential damages, arising from this Agreement. SCE makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system or appliance installed or any work performed pursuant to, or in connection with, this Agreement, and SCE expressly disclaims any such representation, warranty or liability. In the event this Agreement is terminated, or the Program is terminated or no longer eligible for the Contractor's participation, the Contractor will not be entitled to any payment for lost or anticipated profits or overhead on forecasted levels of sales. SCE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT.
13. **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, payment obligations, covenants and rights and obligations with respect to audits, indemnification, confidentiality, remedies, limitation of liabilities, shall so survive.
14. **Governing Law; Jurisdiction and Venue.** This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of California, without reference to its conflicts of law principles. The Contractor irrevocably consents to the jurisdiction of the state and federal courts located in the State of California in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.
15. **No Waiver.** Any delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A party's waiver of any right granted under this Agreement on one occasion will not: (i) waive any other right; (ii) constitute a continuing waiver or (iii) waive that right on any other occasion.
16. **Severability.** If any provision of this Agreement is found to be invalid or otherwise unenforceable, that provision will be modified to the extent necessary for it to be enforceable. However, such a finding will not affect the validity of any other provision of this Agreement, and the rest of this Agreement will remain in full force and effect.
17. **Amendment.** No amendment, change, or modification of this Agreement or any of the terms, conditions, or provisions hereof shall be effective unless duly embodied in a written instrument signed by the duly authorized representative of both Parties.



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- 18. **Tax Liability.** Program payments are typically taxable to the entity that receives the payment. SCE will report Program payments greater than \$600 to the IRS unless documentation of tax-exempt status is provided. The Contractor understands and agrees that SCE is not rendering tax advice to the Contractor or any third party.

- 19. **Electronic Signature:** The Contractor and SCE agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Contractor Company: _____ Date: _____

Primary Contact Name: _____ Signature: _____