

Northern and Central California SunShot Alliance Teaming Agreement

This Teaming Agreement (Agreement) is entered into as of September 20, 2016 by and between all Team Members (defined in Appendix A, Official Team Composition, of this Agreement) and the Team Lead, Pacific Gas and Electric Company (PG&E), a California corporation. Team Members and PG&E are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE, PURPOSE, AND RELATED AGREEMENTS

This Agreement provides for the participation of the Parties within the Northern and Central California SunShot Alliance, with the express purpose of competing for the Department of Energy SunShot Prize: Race to 7-Day Solar.

2. PARTY ACKNOWLEDGEMENTS AND OBLIGATIONS

- a. Parties acknowledge that they have read and understand Section 6 Contestant Eligibility of the SunShot Prize Race to 7-Day Solar Official Rules document and that their organization meets all of the requirements and agree to comply with the terms and conditions under that section.
- b. Parties acknowledge that applications for interconnection of generating facilities are subject to either PG&E’s Electric Rule 21 or PG&E’s Wholesale Distribution Tariff and that all requirements and procedures therein must be adhered to.
- c. Parties acknowledge that their respective organizations shall fall into one (or more) of five categories of roles and responsibilities as defined below:
 - i. Team Lead: The Team Lead is the single legal entity representing the entire team and meets all of the requirements under Section 6 Contestant Eligibility of the SunShot Prize Race to 7-Day Solar Official Rules document.
 - ii. Electric Utility: In this Agreement, the Electric Utility is defined as the organization responsible for safely and reliably interconnecting generating facility applicants as well as making any modifications to their local Distribution or Transmission Electric Grid as necessary to accommodate such interconnection following the requirements and procedures of their interconnection tariffs and rules as well as any other rules, tariffs, and standards that may apply.
 - iii. Solar Installer: In this Agreement, the Solar Installer is defined as the organization responsible for gathering customers, ensuring the safe and reliable installation of the solar generating facility, and the prompt submittal of applications for permits and interconnection.
 - iv. Software Vendor: In this Agreement, the Software Vendor is defined as an organization responsible for developing the software and technologies required to implement the improvements identified by the Team throughout the SunShot Prize Race to 7-Day Solar competition.
 - v. Local Jurisdiction: In this Agreement, the Local Jurisdiction is defined as the governmental entity with the regulatory authority to approve permits and conduct inspections for an installation of a generating facility within its jurisdiction.
- d. Parties acknowledge that in the event of a dispute or conflict, the Parties involved in the dispute or conflict shall meet and confer with the Team Lead at an agreed upon time and date. If the dispute or conflict is subject to another Rule or Tariff, then the dispute or conflict will be handled according to the procedures stated in the relevant Rule or Tariff.
- e. Parties acknowledge that throughout the course of this competition they may come across or be given confidential or proprietary information (“Confidential Information”) of the other Parties and as such each party agrees to: (i) only use the Confidential Information of the other Parties to perform its obligations in connection with the SunShot Prize Race to 7-Day Solar, as set forth herein and in the SunShot Prize Race to 7-Day Solar Official Rules document (the “Purpose”); and (ii) keep all Confidential Information received from the other Parties confidential unless informed

in writing otherwise by the owner of such Confidential Information, except that Local Jurisdictions subject to the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) shall comply with the Act as provided for in Section 7. References to the Public Records Act in this Section 2(e) shall include any applicable local public records law. Parties recognize the authority of the Local Jurisdiction, and other regulatory bodies governing any interconnection application, to request the release of data, communications, or documentation associated with the interconnection. The Parties acknowledge that all Confidential Information shall remain the property of the disclosing Party and nothing in this Agreement is intended to grant any rights to a receiving Party under any patent, mask work right, copyright, trade secret, or other intellectual property right of the other Party, nor shall this Agreement grant any receiving Party any rights in or to the other Party’s Confidential Information other than the limited use rights set forth in this Agreement. Notwithstanding anything to the contrary herein, each receiving Party may furnish the other Parties’ Confidential Information to (A) the receiving Party’s employees and consultants who are required to have access to such Confidential Information in connection with the Purpose, and (B) professional advisers (e.g. lawyers and accountants); provided that any and all such employees and consultants are bound by written agreements or, in the case of professional advisers, ethical duties, respecting such Confidential Information in the manner set forth in this Agreement. This provision shall continue in full force past the expiration or termination of this Agreement.

- f. Parties acknowledge that every Local Jurisdiction expressly reserves, and the Agreement in no way limits, each Local Jurisdiction’s right and responsibility to exercise its full regulatory authority and discretion to grant or deny permits or other regulatory approvals within its jurisdictional authority.

3. TERMS AND TERMINATION

- a. This Agreement shall become effective as of the date of PG&E’s signature below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
 - i. The Parties agree in writing to terminate the Agreement.
 - ii. June 26, 2017 in the event that the Northern and Central California SunShot Alliance does not win any Prizes as defined in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document
 - iii. In the event that the Northern and Central California SunShot Alliance does win any Prizes as defined in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document then the Agreement shall terminate when the Parties agree in writing that the funds have been disbursed as agreed upon in this Agreement and that all Parties have met their obligations under this Agreement
- b. Parties may choose to voluntarily leave the Northern and Central California SunShot Alliance with prior written notice. In the event that a Team Member leaves this Agreement, they will forfeit any and all rights to any Prizes as defined in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document.

4. PRIZE ALLOCATION

- a. Parties agree to amend this Agreement to include a mutually agreed upon allocation of any Prizes as defined in Section 3 The Prizes of the SunShot Prize Race to 7-Day Solar Official Rules document on or before January 19, 2016, which date was selected to correspond to the First Progress Report in the official rules and when the Parties expect to have identified the initial team members.

5. LIMITATION OF LIABILITY

- a. Each Party’s liability to other Parties for any loss, cost, claim, injury, liability, or expense, including reasonable attorney’s fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damage actually caused by the party, but does not include any damages that may arise due to a failure to win any Prize. In no event shall any Party be liable to the other Parties for any indirect, special, consequential, or punitive damages of any kind whatsoever. The foregoing limitations of liability do not apply to

damages arising from a Party's breach of its use and nondisclosure obligations set forth in Section 2(e). This section shall survive termination of this Agreement.

6. INDEMNIFICATION

- a. Each Party agrees to defend, indemnify and hold the other Party and its officers, directors, shareholders, affiliates, employees and agents (each an "Indemnitee") harmless from and against any and all third party claims, actions, losses, damages, liability, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements incurred by an Indemnitee in any action) arising out of or in connection with (i) the breach of any of the indemnifying Party's representations, warranties or obligations set forth in this Agreement, or (ii) any claim that the indemnifying Party's intellectual property (the "IP") infringes any copyright, trademark, patent or trade secret of any third party; provided that the indemnified Party promptly notifies the indemnifying Party in writing of any such claim and promptly tenders the control of the defense and settlement of any such claim to the indemnifying Party at the indemnifying Party's expense and with the indemnifying Party's choice of counsel. Notwithstanding the foregoing, no Party shall have any liability or obligation under this Section solely to the extent a claim is caused by or arises from (A) modification of such Party's IP by any party other than such Party without such Party's express consent; (B) the combination, operation, or use of such Party's IP with other product(s), data or services where such Party's IP would not by itself be infringing, or (C) unauthorized or improper use of such Party's IP. If the IP is, or in the opinion of the indemnifying Party may become, the subject of any claim for infringement or if it is adjudicatively determined that the IP infringes then the indemnifying Party may, at its option and expense, either (a) procure for the indemnified Party the right from such third party to use the IP or (b) replace or modify the IP with other suitable and reasonably equivalent products so that the IP becomes noninfringing or (c) if (a) and (b) are not practicable, terminate this Agreement and refund a pro rata portion of the fees paid hereunder to the indemnified Party. This section shall survive termination of this Agreement.

7. LOCAL JURISDICITONS – CALIFORNIA PUBLIC RECORDS ACT

- a. If a Party believes information provided to a Local Jurisdiction is a trade secret or proprietary information exempt from disclosure under the Act ("Privileged Information"), then that Party shall specifically identify the Privileged Information when it is provided to the Local Jurisdiction. References to the Public Records Act in this Section 7 shall include any applicable local public records law. In the event a Local Jurisdiction receives a request under the Act for the Privileged Information, then the Local Jurisdiction will notify the Party asserting the privilege of the request within 10 calendar days of its receipt and advise the Party whether the Local Jurisdiction believes that there is a reasonable possibility that the Privileged Information may be withheld from production. Within seven calendar days Local Jurisdiction's notice to the Party asserting the privilege that Party shall either: (i) authorize the Local Jurisdiction to release the Privileged Information; or (ii) immediately seek a protective order and instruct the Local Jurisdiction to withhold the Privileged Information pending a decision by a court of competent jurisdiction whether the Privileged Information can be withheld. If the Party does not exercise one of the two options within the seven calendar day time period, then the Local Jurisdiction is expressly authorized to release the Privileged Information. Each Party asserting a privilege agrees to defend and indemnify, including the cost to defend, the Local Jurisdiction, its elected officials, officers, agents, and employees for any and all claims, demands, costs, damages, or liability, including reasonable attorney's fees that result from each Party's instructions to the Local Jurisdiction to withhold the Privileged Information. The Party's obligation to defend and indemnify the Local Jurisdiction shall survive any termination of this Agreement.

8. NON-WAIVER

- a. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of 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 relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

9. NO OBLIGATION

- a. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate this Agreement by prior written notice.

10. GOVERNING LAW

- a. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choose of law provisions that might apply to the law of a different jurisdiction.

11. AMENDMENTS AND MODIFICATION

- a. This Agreement can only be amended or modified by a written agreement signed by all Parties.

12. ENTIRE AGREEMENT

- a. This Agreement, and any attachments, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or its attachments.

13. SIGNATURES

- a. Each Party's signature shall follow with one whole page dedicated to each Party.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused one original of this Agreement to be executed by their duly authorized representatives. Copies of the original Agreement will be distributed to all Parties. This Agreement is effective as of the date of the Team Lead’s signature.

Party Name: City of Salinas

Party Role(s) (as defined in Section 2.C of this Agreement): Local Jurisdiction

Signature: _____

Name: Ray Corpuz

Title: City Manager

Date: _____