

Exhibit B

Customer Agreement to TECH Clean California Program Terms and Conditions

Program Description: The TECH Clean California initiative (hereafter referred to as the “Program”) provides incentives for the installation of qualifying HVAC heat pumps (“HVAC Heat Pumps”) and heat pump water heaters (“HPWH”) at qualifying customer (“Customer”) sites. **The Customer is defined as the person or party whose name is on the invoice and/or project agreement.**

Program incentives are paid to the installing contractor (“Participating Trade Professional”) on the condition that the full amount of the incentives is provided to the Customer, or other party designated by the Customer, to discount project costs. Only residential customers (including single family and multifamily buildings) in California are eligible to receive HVAC Heat Pump and HPWH incentives. More information on the Program is available at: techcleanca.com.

Cohen Ventures, Inc. dba Energy Solutions (“Energy Solutions”) is implementing the Program on behalf of the Southern California Edison Company (“SCE”), which is administering the Program at the direction of the California Public Utilities Commission (“CPUC”).

By signing this document, you, as a prospective Program Customer, are consenting to the Program terms, and are indicating you have read and understand the Program disclosures, set forth below. You, or the utility account holder if a different party, in certain instances as indicated below, are also agreeing to the sharing of certain information to permit the processing of incentive payments and to the enrollment of your electric service account in a time-of-use plan.

The Account Holder is defined as the person or party whose name is on the electric utility bill.

The Account Holder, or an authorized representative of the Account Holder, must complete and sign Section 1 and 2. Then the Customer must complete and sign Section 3. Both of these steps are necessary in order for the project to qualify for Program incentives. (For example, if the Account Holder is a tenant of the property and the Customer is the property owner, the tenant must acknowledge and sign any relevant items in Section 1 and Section 2 as applicable and the property owner must complete and sign Section 3.)

If the Account Holder is the same as the Customer (for example, a property owner whose name is on the electric utility bill and who is paying for the project), that person or party must complete and sign and acknowledge all of Section 1, Section 2 as applicable and Section 3.

The Account Holder who must complete this section is determined by project type, as listed below:

- For Multifamily Unitary HPWH (i.e., residential buildings with two or more residences): the utility account holder for the property’s common meter(s).
- For Multifamily Central HPWH (i.e., residential buildings with two or more residences): the utility account holder for the meter(s) that serves the central HPWH.
- For all other residential and non-residential projects: the utility account holder for the residence or business.

Section 1: General Terms and Conditions

NOTICE

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 ratepayers and taxpayers and administered and implemented by Energy Solutions through a contract with SCE on behalf of various California utilities and under the auspices of the CPUC. Any data related to this program, including any customer data, will be shared with authorized entities, including but not limited to, policy makers, program implementers, and the program evaluator under confidentiality protocols. As this data will not be made public and will follow the confidentiality rules and protocols established by the CPUC in prior proceedings, it does not require individual customer permission.

Qualifying Equipment: Only Qualifying Equipment, limited to the equipment listed at frontierenergy-tech.my.site.com/contractorsupport/s, is eligible for the receipt of Program incentives.

Program Funding: This Program is funded by California ratepayers and taxpayers. Both total and certain segments of Program incentive funding are subject to certain limits and available on a first-come, first-served basis until the funding is exhausted or the Program is terminated.

Cancellation policy, requirements, process, and any applicable fees: There is no fee for participating in the Program. You should be aware, however, that if you select a Participating Trade Professional who is subsequently terminated from the Program for any reason, the Participating Trade Professional may no longer qualify for incentives and may not pass any discount on to you, depending on the agreement you make with your Participating Trade Professional. None of Energy Solutions, SCE, or the other California utilities are party to the agreement you make with your Participating Trade Professional, and you must resolve any dispute you have with them.

Risks and Benefits of Participation: There are no guaranteed benefits for participating in the Program. When available, incentives can significantly reduce upfront costs of installations of Qualifying Equipment, but there are no guarantees such installations will deliver a certain amount of energy savings. Neither the Program, its sponsors or Energy Solutions assume any liability for any unpaid incentives, which may present a risk to the installing Participating Trade Professional and to you. By signing below, you acknowledge and accept all risks associated with participating in the Program.

Affiliations: Installing Participating Trade Professional and Energy Solutions or other third parties associated with the Program are not representatives of or affiliated with SCE, the CPUC or any Gas Corporation.

Installation Requirements: The Qualifying Equipment must be installed for your benefit only and must be installed in place of an existing electric-resistance or combustion-based system that serves as the primary source of space heating and/or water heating for the home or dwelling unit.

Project Pricing: To receive the best project pricing, Customers may obtain quotes from multiple contractors. The pricing for equipment varies based on the project scope of work or size of equipment being installed. For example, if you are upgrading your ducts in addition to installing a heat pump HVAC, project costs may be higher. TECH Clean California publishes heat pump cost data from TECH Clean California participants that show the average project costs by county, HPWH size, Seasonal Energy Efficiency Ratio (SEER), and other factors. This data may not align with your project based on the scope of work of your project, but can be used to assess quotes and receive a fair price for your project: techcleanca.com/heat-pump-data/heat-pump-data-visuals.

Quality Assurance and Quality Controls Protocols: All applications for incentives will be subject to automated and manual protocols designed by Energy Solutions to determine Program eligibility and detect fraud. Such protocols may be used to evaluate equipment and customer eligibility, to confirm that an existing heating system was replaced, and to determine if the installed Qualifying Equipment is in good working order and has been installed in compliance with Program requirements.

Inspections, Verification, and Evaluation: The installation of equipment will be subject to verification and metering by Energy Solutions, its representatives and Program evaluators, as approved by CPUC. Verification, evaluation (including onsite inspections at your address), and metering may be performed on all Qualifying Equipment or a select portion thereof. Evaluation activities may include surveys and interviews of contractors, homeowners and/or occupants to understand equipment performance and the Program experience.

Income Qualification and Verification:

Equity incentives are available to Californians whose income is either at or below 80% area median income (AMI) or at or below 250% federal poverty level (FPL), whichever is higher. Income must be verified through the TECH Clean California Income Verification Portal (posted on tech-incomeportal.com), or have recently been verified through HEEHRA Phase I or another approved technology incentive program.

Contractors should not ask for or collect income information directly. Income portals will provide TECH Clean California-certified contractors proof of income or will provide an income verification code that contractors can submit as part of the application process. All participating contractors will be required to provide proof of income category verification as part of the rebate claim submission process for equity incentives.

Tenant Protections:

For a project located at a tenant-occupied unit, the Property Owner must execute a Tenant Protection Agreement with the TECH Clean California Program Implementer (Energy Solutions). The Tenant Protection Agreement has provisions that include that the Property Owner cannot evict or raise rents based on the property's participation in the Program. The Property Owner applying for incentives for a tenant-occupied unit must provide the Property's address in order for Energy Solutions to provide a notice to the address. Additionally, the Tenant and Property Owner must sign the tenant protection notice in [Appendix A](#).

Falsification of Information and Fraud:

If Energy Solutions determines, in its reasonable discretion, that the Customer committed fraud or falsified information, the Customer may be permanently removed from the program and may be required to repay Energy Solutions for any incentives they fraudulently claimed.

Warranty disclaimer and liability

Energy Solutions does not endorse, guarantee, or warrant any manufacturer, distributor or product, nor make any warranties or guarantees in connection with the program, any project, or any item or services performed in connection herewith or therewith, whether statutory, oral, written, express, or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Energy Solutions shall have no responsibility or liability to the Customer, its agents or any third parties in connection with the program or otherwise. This disclaimer shall survive any cancellation, completion, termination or expiration of the Customer's participation in the program. The Customer acknowledges and agrees that any warranties provided by original manufacturers, licensors, or providers of material, equipment, or other items provided or used in connection with the program and in connection with these terms and conditions, including items incorporated in the program ("third party warranties") are not to be considered warranties of Energy Solutions and Energy Solutions does not make any representations, guarantees, or warranties as to the applicability or enforceability of any such third-party warranties.

In no event shall a party be liable to another party for any consequential, incidental, punitive or indirect damages including lost profits, arising from or otherwise in connection with this participation agreement.

Limitation of Liability

Neither the CPUC nor Energy Solutions shall be liable to the Customer for any claims, damages, or liabilities arising from or related to the Customer's participation in the Program.

Indemnification

Customer shall indemnify, defend, and hold harmless Energy Solutions, its officers, directors, employees, agents, and subcontractors ("Implementer Indemnitees") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to: (a) Customer's participation in the TECH Clean California Initiative; (b) any breach of this Agreement by Customer; (c) any violation of applicable law or regulation; or (d) any third-party claims, including without limitation claims by a tenant, arising from or relating to the conduct of Customer, except to the extent caused by the gross negligence or willful misconduct of Energy Solutions.

Demand Response Program Enrollment Requirement:

Demand response programs help consumers lower their electricity usage during the times of day when there is the greatest demand on the electric grid. These programs send notifications to consumers or appliances to optimize the timing of their energy usage for bill savings and public benefits.

Qualifying Demand Response Programs are available to all electric customers of PG&E, SCE, and SDG&E, and to many electric customers of Sacramento Municipal Utility District (SMUD). Other electric providers may offer demand response programs, but the enrollment requirement does not apply outside of the four listed electric utilities. **Please visit switchison.org/techcleanca/demand-response to learn more and to see Qualifying Demand Response Program options.**

To participate in the Program, the Account Holder must confirm that they agree to the following by checking the box below:

I, the Account Holder or authorized representative of the Account Holder, understand and agree that I am either already enrolled in or will enroll in a Qualifying Demand Response Program for three years, if one is available to me.

Public Data Donation

Account holder, you are encouraged, but not required, to check the following:

(Optional) I would like to provide to the public the advanced meter interval data and billing data (home address and billed amount) from my account collected by this initiative. The CPUC and/or its agents will publish the energy usage and home address data on a publicly accessible website. The energy usage data may be used to develop: a) public reports and datasets for the TECH Clean California program and other building decarbonization programs and, b) energy and environmental policies, and market awareness for building electrification and decarbonization.

Privacy Notice: You, as the account holder, always have the right to later (1) opt-out of the use or sharing of this data, (2) have your personal data deleted or corrected, (3) have disclosed to you the data collected, and/or (4) limit the use or disclosure of your sensitive personal information. You may opt out at any time by emailing: privacy@energy-solution.com or by calling 888-560-2422. Energy Solutions is the implementer of TECH Clean California and will ensure that the opt-out request is honored by TECH Clean California and conveyed to CPUC.

CPUC and/or its agents will not link your name and contact information with the energy usage data in any public use or visualization of the data. CPUC and/or its agents will not sell your name and contact information to third parties. It may share your name and contact information associated with the energy usage data with other authorized entities Per D.20-03-027 and D.11-07-0561.

Account Holder Information and Signature:

Account Holder, please write in the name of your electric utility below.

Electric Utility:

Account Holder Signature:

Full Name:

Date:

Section 2: Heat Pump Water Heater Terms and Conditions

Water Heater Rewards Program Enrollment Requirement:

This requirement applies ONLY to Single Family Unitary HPWH projects.

Water heater rewards programs help participants take advantage of lower-cost electricity pricing during the day. Participants earn rewards for enrolling and allowing the program to shift their water heater's electricity usage to times when electricity prices are lower.* You may visit switchison.org/techcleanca/hpwh-incentives to learn more about this requirement. Currently, there are water heater rewards programs available to:

- Customers who receive their electric bill from PG&E or SCE.
- Customers of San Diego Community Power. Community Power customers are also SDG&E customers.

To verify if you are a Community Power customer, review the "Summary of Current Charges" section on page one of your SDG&E bill. Below this section, the bill will state, "Your electric energy is provided by SAN DIEGO COMMUNITY POWER".

* Participants may override rewards program signals by changing the settings on their water heater or contacting the program.

To participate in the Program, the Account Holder must agree to the following and check the box below:

(Required) I, the Account Holder or authorized representative of the Account Holder, understand and agree that I will apply to the water heater rewards program available to me using the resources provided directly below, if one is available in my area. I agree to permit the TECH Clean California program to share my TECH Clean California project information with the relevant water heater rewards program to help process my enrollment in that program. I agree that I can be contacted by the water heater rewards program available to me to complete my enrollment and connect my water heater.

Account holder, you are encouraged, but not required, to check the following box:

(Optional) I would like to be contacted about future water heater rewards programs that interact with my HPWH for additional electric bill savings, and I hereby consent to Energy Solutions sharing my contact and equipment information with potential third-party suppliers of such services for the limited purpose of providing such information to me.

The HPWH rewards program available for PG&E electric customers is WatterSaver, and customers may enroll by visiting water-saver.com/signup or using the following QR code:



The HPWH rewards program available for SCE electric customers is SmartShift Rewards, and customers may enroll by visiting smartshiftrewards.com/enroll or using the following QR code:



The HPWH rewards program available for San Diego Community Power customers is Smart Home Flex, and customers may enroll by visiting smarthomeflex.virtualpeaker.io or using the following QR code:



Time-Of-Use Rate Enrollment Requirement:

This requirement applies ONLY to Residential Unitary HPWH projects (including single family homes and multi-family common area utility accounts), for electric customers of PG&E, SDG&E, SCE, and SMUD.

A time-of-use rate plan offers lower priced electricity during “off peak” hours and higher priced electricity during “peak” hours. This can give you more control over your electricity costs and could save you money, especially if you are able to shift some electricity use to lower priced times of the day.

Spending some time to review your options and choose the best rate for you could make a big difference in how much you pay for electricity; please review the FAQ at switchison.org/techcleanca/time-of-use-rates to learn more and find links to your utility's rate comparison resources. Once you complete the time-of-use rate plan enrollment, you may be expected to remain on that rate plan for 12 months, though rules differ by utility.

Please note that your TECH Clean California-certified contractor will set up your new heat pump water heater to automatically reduce electricity use during the more expensive peak hours while still ensuring you have hot water when you need it. This is expected to benefit the majority of customers. However, some customers may have different priorities such as optimizing solar self-consumption, shifting even more electricity usage out of time-of-use peak hours, or avoiding noise during sleeping hours. If this is the case, your contractor can demonstrate how to set your own schedule that meets your needs and still minimizes energy usage during time-of-use peak hours.

The Account Holder or authorized representative of the Account Holder must check the box below to acknowledge the time-of-use rate enrollment requirement. Please visit switchison.org/techcleanca/time-of-use-rates to learn more about the time-of-use rate options available.

I, the Account Holder or authorized representative of the Account Holder, understand and agree that either I am already on a time-of-use rate plan or, if my electric utility is listed on the website above, I will enroll myself on a time-of-use rate plan if I am not already on one.

Utility Account Number Requirement:

To participate, Account Holders of the following electric utilities must list a specific account number from their electric utility as described below. **Please include all "0"s in this number, including "0"s at the beginning and end of the number. For example, if the number is "000123450" please write "000123450" instead of "12345."**

If you receive electric service from **Pacific Gas & Electric ("PG&E")**, you must list your **Service Agreement ID** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your PG&E bill on page 3 and is 10 digits long:

PG&E Service Agreement ID:

If you receive electric service from **Southern California Edison ("SCE")**, you must list your **Service Account Number** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your SCE bill and is 10 digits long, beginning with "8":

SCE Service Account Number:

If you receive electric service from **San Diego Gas & Electric ("SDG&E")** you must list your **Account Number** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located on your SDG&E bill and up to 13 digits long:

SDG&E Account Number:

If you receive electric service from **Sacramento Municipal Utility District ("SMUD")** you must list your **Account Number** in the space provided below for the purpose of verifying your eligibility to receive Program incentives. This number is located in the top left portion of your SMUD bill and is up to 10 digits long:

SMUD Account Number:

Account Holder, you hereby agree that:

1. The information provided above is accurate, OR that you are not an electric customer of PG&E, SCE, SDG&E, or SMUD.
2. Energy Solutions may share this account number information as noted above in Section 2 for the purpose of verifying your eligibility for Program participation, verifying your enrollment in a DR program and verifying that your utility account has been enrolled in a time-of-use rate. Energy Solutions shall not use this account number information for any other purpose and will not retain this information for longer than reasonably necessary to comply with Program requirements.

Account Holder Signature:

Full name:

Date:

Section 3: Customer Acknowledgment and Signature

The Customer is defined as the person or party whose name is on the invoice and/or project agreement. The Customer must sign and complete this section to apply for TECH Clean California incentives. Without a signature in this section, this application will be rejected.

Customer, check one or both of the following boxes to acknowledge that you agree to the terms applicable to your project:

I am applying for Program incentives for a HVAC heat pump. I agree to the General Terms and Conditions of Section 1 and attest that all information provided is correct. I agree that the General Terms and Conditions are a binding agreement that Energy Solutions may enforce. If I am not the Account Holder or authorized representative of the Account Holder, I have confirmed that this party has completed the demand response program enrollment in Section 1. Customer agrees to install equipment on site at the installation address listed on this form.

I am applying for Program incentives for a HPWH. I agree to the terms and conditions of Section 1, and if I am the Account Holder or authorized representative of the Account Holder, I have completed and agree to the terms and conditions of Section 2. If I am not the Account Holder or authorized representative of the Account Holder, I have confirmed that this party has completed and signed Section 2. I attest that all information provided is correct.

Consent to Release of Personally Identifiable Information:

Customer must check the following box to acknowledge that you consent to the release of your personally identifiable information. This information is needed to process the rebate application.

I consent to the release of Personally Identifiable Information (including name, address, phone number, and email address) to the Trade Professional. The Trade Professional will be supplying this information to the Program as part of the Program Application.

Customer Signature:

Full Name:

Date:

Notice of Additional Incentive Opportunities:

Electric Bill Discounts: PG&E, SCE, and SDG&E customers with a heat pump HVAC system, and SCE customers with a heat pump water heater can save on their electric bills by telling their utility about their new electric appliance. Read the FAQs at switchison.org/techcleanca/time-of-use-rates for more information.

Equity Funding: TECH Clean California offers higher "equity" incentives to single family customers that meet certain income thresholds. Talk to your contractor about whether you might qualify.

By scanning this QR code, you can link directly to more information on demand response, water heater rewards programs, time-of-use rates, and equity incentives.



switchison.org/techcleanca/hpwh-incentives

Appendix A:

IMPORTANT NOTICE TO TENANTS

Regarding Participation in the TECH Clean California Initiative for Clean Energy Upgrades

Dear Tenant(s),

We are writing to inform you that your property is participating in the **TECH (Technology and Equipment for Clean Heating) Clean California initiative**, a program administered by the State of California to support the transition to clean, all-electric appliances such as heat pump water heaters and space heating systems.

As part of this program, the property owner or manager has applied for incentive funding to support energy efficiency and electrification improvements at your residence. These upgrades are intended to benefit California residents by improving indoor air quality, reducing greenhouse gas emissions, and increasing building safety and comfort.

Your Rights and Protections

Under the terms of the TECH Clean California initiative, property owners and managers are strictly prohibited from:

- **Raising your rent** because of participation in the program or to pass along the cost of clean energy upgrades;
- **Evicting you** for reasons related to the building's participation in the TECH Clean California Initiative or any electrification retrofits or upgrades.

You are protected under the TECH Clean California Initiative Tenant Protection Agreement entered into by your property owner and the TECH Clean California Initiative implementer. As a third-party beneficiary to that agreement, if your landlord violates these terms (for example, by increasing your rent or initiating eviction proceedings because of TECH Clean California-related work), you may be entitled to use that violation as a defense in any eviction (unlawful detainer) proceeding or as a basis for legal action.

What You Can Do

If you believe that your landlord or property manager is violating the tenant protections outlined above, or if you have questions about this program, please contact the TECH Clean California Initiative implementer:

TECH Clean California Initiative Tenant Support

Email: TECH.info@energy-solution.com

Website: techcleanca.com

Mailing Address: 449 15th Street, Suite 400, Oakland, CA 94612

Sincerely,

Energy Solutions

Tenant acknowledges receipt of the Tenant Protections Notice provided above.

Property Owner Signature:

Full name:

Date:

Tenant Signature:

Full name:

Date: