

## 2017 CenterPoint Energy's Data Center Energy Efficiency Program (DCEEP)

### Memorandum of Understanding

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CenterPoint Energy is pleased to announce the advent of the new Data Center Energy Efficiency Program (DCEEP) ("Program") for 2017. This Program is offered to eligible data center facilities within CenterPoint Energy's Texas electric service territory **at no cost** to the participants, commencing with the 2017 calendar year. The Program was developed by CenterPoint Energy to provide complimentary support to participating data center operators or owners through a combination of tools and services for participants who complete projects resulting in peak electric demand reduction and annual energy savings. The Program is designed to help data center facilities identify energy efficiency opportunities in existing and newly planned facilities and provide monetary incentives to implement these projects.

These are voluntary programs that offer objective, third-party consulting on best practices in the areas of energy usage and energy efficiency. Participants in the Programs must meet minimum eligibility criteria, comply with all program rules and procedures, and submit documentation describing their projects.

CenterPoint Energy (Program Administrator) has contracted with Willdan Energy Solutions (Program Implementer) to implement the Program.

This Memorandum of Understanding (MOU) between CenterPoint Energy ("Program Administrator") and \_\_\_\_\_, ("Program Participant") sets forth the terms and conditions under which the Program Implementer will provide the Program Participant with the services as described herein and mentioned in the 2017 CenterPoint Energy Data Center Energy Efficiency Program (DCEEP) Manual for the facility(s) listed at the end of the document. For and in consideration of the mutual covenants provided herein, the Program Implementer and the Program Participant agree as follows:

#### ***Program Participant Responsibilities***

1. Submit Project Application Forms and Letter of Authorization for the Request of Historical Usage Information Form prior to ECM implementation.
2. Commit to the terms of the CenterPoint Energy Data Center Energy Efficiency Program Manual.
3. Provide a current W9.
4. Provide site information and documentation as required to identify and evaluate potential energy conservation measures (ECMs).
5. Exert its best efforts to approve, fund, and install selected cost-effective energy efficiency projects identified through the Program before the last day of the program year.
6. Notify Program Administrator and/or Program Implementer when projects are completed.
7. Provide access to project facilities and ample lead time both before and after project completion for any inspections that are required to verify baseline conditions and peak electric demand (kW) and annual energy (kWh/yr) savings from a specific project. New construction projects do not require any inspections prior to project completion.
8. Allow the Program to share the facility's name, energy efficiency product information, savings information with entities such as utilities, Public Utilities Commission of Texas (PUCT), and federal,

state, or local entities for audit and evaluation purposes. Where Program Participant grants permission, the Program may also use the facility's name and facility information to promote the Program to the general public. (Information deemed confidential will be held in confidence to the extent possible.)

9. Where Program Participant grants permission, the Program may also use the facility's name and facility information to promote the Program to the general public.
10. Warranty of Work
  - 1) Vendor represents and warrants that (a) the Work will be performed in accordance with the Contract; (b) Vendor shall use sound and professional principles and practices in accordance with consistently accepted industry standards in the performance of the Work hereunder; (c) performance of the Work by Vendor Personnel shall reflect sound professional knowledge, skill and judgment; and (d) Vendor shall, and shall cause Vendor Personnel to, perform the Work in accordance with applicable laws, rules and regulations, and required state and local licenses and permits.
  - 2) Vendor represents and warrants that the Work covered by the Contract will (a) be suitable for the purpose intended and for any purposes for which its suitability is represented in writing by Vendor; (b) be free from defects in design, workmanship and materials; (c) conform to the Drawings and Specifications supplied to Vendor, if any; and (d) if installed by Vendor, be properly installed and activated. Vendor shall correct any defects in the Work, and all repairs, replacements, modifications or adjustments required under this warranty shall be at Vendor's expense, including transportation, shipping and incidental expenses.
  - 3) Remedies for breach of the warranties in this section (Warranty of Work) may include, at Company's sole discretion and in addition to all other remedies available to Company at law or in equity, the repair or replacement of, or the reimbursement of the purchase price for, the applicable Work.
  - 4) The warranties set forth in this section (Warranty of Work) are cumulative and in addition to any other warranty provided by law or equity.

### ***Program Administer Responsibilities***

1. Screen and approve Program Participant' eligibility and enrollment.
2. Reviewing and approving Project Application Forms.
3. Offer some or all of the following services, based on the specific Program Participant's needs and savings potential, as assessed by Program Administer and Program Implementer: energy performance benchmarking, energy assessments and technical assistance.
4. Make conceptual recommendations for energy conservation measures (ECMs).
5. Conduct and/or assign formal on-site pre-installation inspections of eligible projects to approve kW and kWh savings and incentive amounts.
6. Calculating savings.
7. Reviewing and approving Measurement and Verification (M&V) plans and reports (where applicable).
8. Issue incentive checks.

The intent of the energy assessment is to identify some basic energy conservation measures that may be implemented at your facility, and estimate the associated energy savings and implementation costs. Appropriate detail is included in this report to help you make decisions about implementing energy efficiency measures at the facility. However, this report is not intended to serve as a detailed engineering design document. The descriptions of the improvements are diagrammatic in nature only, in order to document the basis of cost estimates and energy savings, and to demonstrate the feasibility of constructing the improvements. Detailed design efforts may be required to implement some of the improvements evaluated as part of this energy analysis.

This energy assessment provided in designated tiers is based on information provided by the Program Participant, and are assumed to be correct and current. The descriptions of the improvements are diagrammatic in nature only, in order to document the basis of cost estimates and energy savings, and to demonstrate the feasibility of constructing the improvements. Detailed design efforts may be required to implement some of the recommended improvements. The findings are estimates only, and the savings follow the methodology approved by the PUCT; actual results may differ. As a result, CenterPoint Energy and Willdan Energy Solutions are not liable if projected estimated savings or economics are not actually achieved. All savings and cost estimates provided by the Program are for informational purposes, and are not to be construed as a design document or as guarantees.

In no event will CenterPoint Energy or Willdan Energy Solutions be liable for the failure of the Program Participant to achieve a specified amount of energy savings; for the operation of Program Participant's facilities; or for any incidental or consequential damages of any kind in connection with this Program or the installation of recommended measures.

## Acceptance of Agreement

*By signing this Agreement, Program Participant represents and warrants that it has read, understands and agrees to the terms and conditions of this Agreement.*

### ▶ PROGRAM PARTICIPANT REPRESENTATIVE SIGNATURE ◀

Signature ▶

Printed Name

Organization

Title

Address

City

State

Zip

### ▶ CENTERPOINT ENERGY REPRESENTATIVE SIGNATURE ◀

Signature ▶

Printed Name

Title Program

Effective Date

Valid End Date

**December 31, 2017**

### PARTICIPATING FACILITIES BUILDINGS

