

**MASTER ENABLING AGREEMENT**

**COMMISSIONING SERVICES**

This AGREEMENT is made and entered into this first day of July, 2023 pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

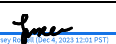


Campus, hereafter referred to as Trustees, and <b>California State University Office of the Chancellor</b>	Amendment No.: <b>01</b>	Agreement No.: <b>22-647</b>	Is agreement for Design Professional services: <b>Yes (GP-8b)</b>	Project No.: <b>N/A</b>
Service Provider, hereafter referred to as Service Provider. <b>Digital Energy, Inc.</b>	CSU Vendor ID No.: <b>2290</b>	License No.: <b>M21844</b>		DIR No.: <b>N/A</b>

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner: The Service Provider shall provide new building and major renovation commissioning, retrocommissioning, and monitoring-based commissioning services for public works projects submitted by the California State University. This agreement is a master enabling agreement under which each campus and the administrative office of the California State University may engage the services of Service Provider as provided herein. Campuses and the administrative office shall execute a Service Order and Authorization to Proceed (Exhibit B) to secure Service Provider's commissioning services under this Agreement.

Agreement No. 22-647, dated August 1, 2023, is hereby amended as follows:

1. This Amendment No. 1 issues a correction to Agreement No. 22-647 to revise the signatory to Digital Energy, Inc
- 1.2 Except as expressly provided herein, all terms and conditions of Agreement No. 22-647 remain unchanged and in full force and effect.

Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees. Service Provider shall report to California State University, Capital Planning, Design and Construction.

Trustees of the California State University							Service Provider						
Campus <b>California State University Office of the Chancellor</b>							Firm Name <b>Digital Energy, Inc.</b>						
By (Trustees' Authorized Signature) 							By (Authorized Signature) 						
Printed Name and Title of Person Signing Lindsey Rowell, Chief of Energy, Sustainability, and Transportation							Printed Name and Title of Person Signing <b>Jai Agaram, President</b>						
Address of Campus Project Administrator 401 Golden Shore; Long Beach, CA 90802							Address of Service Provider 555 Marin St., Ste. 230; thousand Oaks, CA 91360						
SCO Acct:	Fund	Sub Fund	Agency	Yr.	Ref/Item	Category	Program	Element	Component	Chapter	Fiscal Yr.	Legal Ref.	
Fund Name			PS Account		PS Fund	PS Dept. ID	PS Program	PS Class		PS Project/Grant			
Amount Encumbered \$0.00		<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>											
Amount of Increase \$0.00		Signature of Accounting Officer					N/A \$0.00 MEA			Date			
Amount of Decrease \$0.00		<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>											
Total Amount Encumbered \$0.00		By Attorney <b>John Walsh, Esq.</b> 								Date <b>1/11/2024</b>			

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" ("PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.