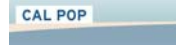




Data Centers Cooling Control Program



Hospitality Energy Efficiency Program



California Wastewater Process Optimization Program



Hospital Pilot Program

ACCESS AGREEMENT

INTRODUCTION

This agreement is between QuEST, Inc. and _____ (Owner).

As part of this energy efficiency program ("Project"), QuEST requires access to the customer site in order to evaluate, monitor, and analyze facility systems and equipment. Owner grants access to _____ (location), described below as "Facility".

The Owner agrees to grant QuEST access to that Facility for the purposes of this Project.

QuEST is receiving funds from PG&E for this project, but parties agree that PG&E is not liable to either party for any losses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

QuEST AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Installation.** To install, operate and maintain any test or monitoring Equipment necessary for the Project in a manner that is acceptable to the Owner.
3. **Costs.** To bear all of the actual costs associated with performing the Project.
4. **Compliance with Laws.** To comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations, which apply to its actions at the Facility or to the Project.
5. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner's Facility for published project reports, advertising, sales promotion or other publicity without the Owner's written approval.
6. **Removal.** To remove the Equipment upon completion of the Project, and to leave the Facility in substantially the same condition it was prior to the Project.

OWNER AGREES:

7. **Permission.** To permit QuEST, or its subcontractors, to visit and monitor the Facility, and to install the Equipment for purposes of the Project.
8. **Access.** To permit QuEST reasonable access to and egress from the Facility during normal business hours to carry out the work of this study, and to direct Owner's employees and contractors to cooperate with QuEST in the conduct of this study.
9. **Equipment Ownership.** That Owner has no ownership, interest or title in the Equipment.
10. **Removal.** To permit removal of the Equipment at any time by QuEST.

11. **Confidentiality.** Not to use the names or identifying characteristics of QuEST or PG&E for any advertising, sales promotion or publicity of any kind without prior written approval by QuEST.

BOTH PARTIES AGREE:

12. **Indemnification:** Each party shall indemnify the other for any losses or damages, except to extent that the losses or damages arise from the parties' negligence or willful misconduct.
13. **Incidental and Consequential Damages:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.
14. **Term of Agreement.** The term of this Agreement shall not exceed 20 month(s) without written agreement of both Parties. It is anticipated that the test period will be approximately 3 month(s) from installation of the Equipment.
15. **Termination.** Either party shall have the right to terminate this Agreement at any time. In the event of termination, QuEST shall be granted access to the Facility in order to remove the Equipment. Furthermore, the provisions of this Agreement regarding use of names and ownership (clauses 5, 11 and 15) shall remain in force following termination.
16. **Ownership of Information.** QuEST may provide the Owner with information about its findings regarding this Project, but QuEST shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.
17. **General.** This Agreement shall be binding upon and inure to the benefit of any successors, transferees, heirs and assigns of the Parties. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of the Agreement.
19. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

Quantum Energy Services & Technologies

OWNER (or TENANT if applicable)

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Date: _____

Date: _____