

DEFINITIONS FOR TRANSACTIONAL TERMS AND CONDITIONS

Acceptance, Accepts or Accepted	The determination by Edison, upon notice to Contractor in accordance with Section 5 of the Terms and Conditions for Services and Related Materials, Section 5 of the Terms and Conditions for Consulting Services, and the Terms and Conditions for Consulting Services, and Section 6 of the Terms and Conditions for Materials and Related Services that the Services or Work conform to all applicable requirements of the Agreement.
Accounts Payable Division	The Edison group responsible for receiving invoices and providing payment whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
Affiliate	Any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the indicated person or entity.
Agreement	The Terms and Conditions for Services and Related Materials, Terms and Conditions for Consulting Services, or Terms and Conditions for Materials and Related Services and each Purchase Order and Change Order that incorporates the Terms and Conditions and any other documents incorporated in that Purchase Order.
Applicable Laws	All acts, statutes, laws, treaties, ordinances, decisions, judgments, decrees, injunctions, writs, orders, rules, regulations, directives, Permits, guidelines, policies and interpretations (to the extent mandatory), as any of them may be amended from time to time, of any government authority, or any department or agency of any government authority, to the extent having jurisdiction over Contractor (and its Affiliates), Edison, the Materials, the performance of the Services, the Agreement or in connection with testing, commissioning, demonstration, operation, Acceptance or maintenance of the Services.
Applicable Standards	Those practices, methods, specifications, codes, acts, equipment and standards set forth or referenced in the Agreement; provided that, if no specific practice, method, specification, code, acts, equipment or standard is set forth or referenced in the Agreement for a particular portion of the Deliverables, then the practices, methods, specifications, codes, acts, equipment and standards for those Deliverables shall be those sound and prudent practices, methods, specifications, codes, acts, equipment and standards generally engaged in or observed by professional firms regularly involved in performing services or providing materials similar to the Deliverables as well as those applicable industry standards and best practices of Contractor's industry.
Authorized Amount	The total sum payable by Edison as stated in either a Purchase Order, Change Order or CWA for all Services, Material and equipment, which sum shall be due in accordance with the terms of the Agreement as consideration for the timely provision of the Deliverables, and which may only be adjusted by mutual agreement of the Parties.
Authorized Parties	A Party, and any Affiliate, and their directors, employees, contractors, representatives, suppliers, consultants, agents, auditors, or attorneys.
BES Cyber System	One or more BES Critical Cyber Assets (as the term is defined by the North American Electric Reliability Corporation, as it may be amended from time to time) logically grouped by Edison to perform one or more reliability tasks to promote or maintain the reliable operation of the electric grid and/or Edison's Bulk Electric System. These include facilities, systems, and equipment, which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the electric grid and/or Edison's Bulk Electric System.
Bulk Electric System or "BES"	The electrical generation resources, transmission lines, interconnections with neighboring transmission systems, and associated equipment, generally operated at voltages of 100 kV or higher. This definition is subject to exemptions and inclusion of resources, lines and other elements that do not fit the foregoing definition, if such exemptions or inclusions are required by energy industry regulatory agencies including (but not limited to) the North American Electric Reliability Corporation and the Federal Energy Regulatory Commission. If Contractor is involved in a NERC CIP Project or any project involving BCSi, Contractor must be familiar with such exemptions and inclusions.

BES Cyber System Information or "BCSI"	Information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. Examples of BCSI may include, but are not limited to, security procedures or security information about BES Cyber Systems, physical access control systems, and electronic access control or monitoring systems that are not publicly available and could be used to allow unauthorized access or unauthorized distribution; collections of network addresses; and network topology of the BES Cyber System.
Business Continuity Plans	Business Continuity Plans for the Deliverables and supporting facilities include (1) written disaster recovery plans for critical technology and infrastructure, including communications networks or manufacturing capability or capacity; (2) proper risk controls to enable continued performance under the Agreement in the event of a Disaster, and (3) demonstrated capability to provide uninterrupted Deliverables during the Disaster within the recovery time objectives specified by Edison.
Change Order	A document issued by Edison, together with any documents incorporated in the Change Order, which, when accepted by Contractor in accordance with Section 3.5 of the Terms and Conditions for Services and Related Materials, Section 3.5 of the Terms and Conditions for Consulting Services, and the Terms and Conditions for Consulting Services, and Section 4.1 of the Terms and Conditions for Materials and Related Services, amends a specific Purchase Order. A Change Order may also be referred to as a "New Purchase Order Version".
Claiming Party	The meaning set forth in Section 4.1 of the Terms and Conditions for Services and Related Materials, Section 4.1 of the Terms and Conditions for Consulting Services, and the Terms and Conditions for Consulting Services, and Section 5.1 of the Terms and Conditions for Materials and Related Materials.
Computing Systems	Edison's computers, servers, applications, files, electronic mail, electronic equipment, wireless devices, databases, data storage and other data resources, and Edison-sponsored connections to the internet communications network.
Confidential Information	All written or recorded or oral information, data, analyses, documents, and materials furnished or made available by the Disclosing Party to the Receiving Party in connection with the Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the Receiving Party to the extent containing or based upon Disclosing Party's Confidential Information. All Edison Data, including but not limited to Critical Energy Infrastructure Information, BCSI and Personal Information is Edison Confidential Information regardless of whether it is marked as "confidential" or "proprietary." Edison's Confidential Information shall also include the existence of the Agreement and its terms and conditions. Confidential Information does not include information, data, analyses, documents, or materials that: (1) are, when furnished, or thereafter become available to the public other than as a result of a disclosure by the Receiving Party, (2) are already in the possession of or become available to the Receiving Party on a nonconfidential basis from a third party who had a lawful right to disclose this information without any obligation to restrict its further use or disclosure; or (3) the Receiving Party can demonstrate that this information has been independently developed without a violation of the Agreement.
Contractor	The entity responsible for performing or providing the Deliverables under the Agreement as an independent contractor.
Contractor's Work Assignment or "CWA"	An Edison document, initiated by Edison under a Purchase Order that incorporates the Terms and Conditions, accepted by Contractor, which authorizes Contractor to perform or provide the Deliverables at the rates set forth in the Purchase Order, states the amount authorized for the CWA and the Services Schedule for the performance or provision of the Deliverables, the Acceptance criteria, and other requirements for the Deliverables.
Corporate Communications Department	The Edison group responsible for control of the use of Edison's name and intellectual property whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.

Corporate Environment, Health and Safety Asbestos Program Manager	The Edison manager responsible receiving asbestos notifications whose specific title may be updated from time to time. Any questions about the identity of this manager should be addressed to the Edison Representative or Procurement Agent.
Corporate Security Department	The Edison group responsible for physical security whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
CPUC	The California Public Utilities Commission.
Critical Cyber Assets	Those certain cyber assets as defined by NERC CIP Standard CIP-002-3-Cyber Security-Critical Cyber Asset Identification.
Critical Energy Infrastructure Information or "CEII"	Specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; (3) is exempt from mandatory disclosure under the Freedom of Information Act; and (4) gives strategic information beyond the location of the critical infrastructure.
Customer	Southern California Edison Company ("SCE"), Affiliates of SCE, or other persons to whom EMS re-sells the Material.
Customer Indemnitee	EMS and Customer and their Affiliates, officers, directors, employees, agents, representatives, successors and assigns.
Cyber and Data Protection Terms	The "Cybersecurity and Data Protection Exhibit" posted on SCE.com, which forms a part of these Terms and Conditions.
Cyber Incident	(1) any unauthorized access to, use of, or other breach in the security of Contractor's Computing Systems that (a) contain Edison Data, or any other accidental or unauthorized access to, interception of, acquisition, disclosure, use, modification, loss, damage, or destruction of Edison Data; or (b) causes any disruption to the business operations of Edison, or (2) if caused by the action or inaction of Contractor, any unauthorized access to, use of, or other breach in the security of Edison's Computing Systems, or any unauthorized access to, interception of, disclosure or acquisition of Edison Data caused by the action or inaction of Contractor or Contractor's affiliates.
DBE	Diverse Business Enterprise, as defined by the CPUC.
Deliverables	The Documentation, Material and any other items and works delivered by Contractor to Edison under the Agreement.
Deliverable Requirements	The requirements, as determined by Edison, that the Deliverables must meet in order to be Accepted by Edison.
Disaster	An unanticipated incident or event, technological accidents, public health emergencies, or human-caused events, that may cause a material Service, critical application, manufacturing capability or capacity, or communications network to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage or other business interruption without any reasonable prediction for recovery.
Disclosing Party	The Party, and any of its Authorized Parties, who provides or makes available its Confidential Information to another Party.
Documentation	Documents and information, including required reports, in tangible form, including computer disk or electronic mail.
Edison	Southern California Edison Company.

Edison's Computing Systems	Edison's and its affiliates' respective electronic computing and information systems, computers, servers, applications, files, electronic mail, electronic equipment, wireless devices, databases, data storage and other data resources, and Edison-sponsored connections to the internet communications network.
Edison Data	Any non-public information whether or not designated by Edison or its representatives as Confidential Information at the time it is provided or made available to Contractor, and all information Contractor derives from such information, including any Deliverables created by Contractor for Edison.
Edison Indemnitee	Edison and its Affiliates, officers, directors, employees, agents, representatives, successors, and assigns.
Edison Policies	Those policies and procedures provided by or on behalf of Edison or an Affiliate to Contractor that govern the performance of the Services or other obligations of Contractor and the creation of the Deliverables. All such policies and procedures provided to Contractor are incorporated in, and become a part of, this Agreement.
Edison Representative	The Edison employee designated to direct, coordinate, expedite, inspect, and approve the Deliverables.
EMS	Edison Material Supply LLC.
Event of Default	Any of the events set forth in Section 15.3 of the Terms and Conditions for Services and Related Materials, Section 16.3 of the Terms and Conditions for Consulting Services, and Section 16.3 of the Terms and Conditions for Materials and Related Services.
FERC	The Federal Energy Regulatory Commission.
Field Change Order (FCO)	Document issued at a Jobsite by Edison to Contractor which: authorizes a stated change to the Deliverables; states the estimated time and cost for time and material Services for the change; is signed by the Edison Representative and the Contractor representative; and is incorporated into a Purchase Order by a Change Order.
F.O.B. Point	Either (i) the location for placement or delivery of goods on board a carrier for transportation, or (ii) the destination as specified in the Agreement.
Force Majeure Event	Any event or circumstance, or combination of events or circumstances, that arises after the date of the Agreement, is beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the Party claiming the Force Majeure Event, and is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence, including compliance with its applicable Business Continuity Plans, of the Party claiming the Force Majeure Event. Without limiting the generality of the foregoing, events that may give rise to a Force Majeure Event include acts of God, natural disasters, fires, earthquakes, lightning, floods, storms, Disasters, civil disturbances, terrorism, riots, war, and the action of or failure to act on the part of any government authority having or asserting jurisdiction that is binding upon the Parties and has been opposed by all reasonable means. "Force Majeure Event" shall not include: strikes or other labor actions; any late deliveries, shortages, or unavailability of labor, equipment, or materials or events that affect the cost of labor, equipment or materials; economic hardship (including lack of money); delays in transportation (including delays in clearing customs) other than delays in transportation resulting from Force Majeure Events; changes in Applicable Laws; actions of a government authority with respect to Contractor's compliance with Applicable Laws or Permits; any failure by the Contractor to obtain or maintain any Permit it is required to obtain or maintain; and any other act, omission, delay, default or failure (financial or otherwise) of a Subcontractor.
Hazardous Material	Any substance, waste, water or material which has been designated as hazardous or toxic by the U.S. Environmental Protection Agency, the California Environmental Protection Agency or other environmental agency now or subsequently authorized to regulate materials in the environment.

Industry Best Practices	Those practices, methods, and standards (“controls”) which are expected from a skilled and experienced contractor with respect to the cybersecurity and privacy of data, systems, and other similar assets and which are implemented in a prudent and effective manner. These controls include, at a minimum, those consistent with leading technology and cybersecurity industry standards and frameworks, such as the National Institute of Standards and Technology (NIST) Cybersecurity Framework, NIST Privacy Framework, NIST 800 series, and the International Organization for Standardization (ISO) 27000 series.
Information Security Department	The Edison group responsible for information security whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
Jobsite	The Edison, Edison-designated, or third-party property where the Services are to be performed as stated in the Purchase Order.
Material	Equipment, materials and supplies to be purchased by Contractor as stated in the Purchase Order.
NERC CIP Project	Work to be performed by Contractor that (1) requires Edison to comply with cybersecurity regulations imposed by the North American Reliability Corporation (NERC) or by the Federal Energy Regulatory Commission (FERC), and (2) is identified by Edison as such in a Statement of Work or Purchase Order.
Party or Parties	The meaning set forth in the opening paragraph of the Terms and Conditions.
Permits	Any and all permits, clearances, licenses, certifications, classifications, authorizations, consents, filings, exemptions, or approvals from or required by any government authority that are necessary for the performance or use of the Deliverables.
Personal Information	Any information in the possession or under the control of Edison or any of its affiliates, or that is furnished or made available by Edison or any of its affiliates to Contractor, that identifies an individual, or that relates to, describes, or is capable of being associated with, an identifiable individual (whether a current or former Edison employee, customer, or otherwise), including, without limitation, his or her name, signature, social security number, physical characteristics or description, address, telephone number, government issued identification number, medical information, insurance information, education, employment information, financial identifiers or information, online account identifiers and password and/or security question together with the answer, or information regarding the individual’s electric energy usage or electric service, including, without limitation, service account number, electricity demand, monthly billed revenue, credit history, rate schedule(s), meter data, or number or type of meters at a premise. Personal Information also includes “personal information” as defined in California Civil Code Section 1798.100 – 1798.199, and any regulations promulgated thereunder.
Personnel	Contractor’s owners, principals, employees, temporary personnel, day laborers, agents and representatives, and Subcontractor’s Personnel involved in the performance of Contractor’s obligations under the Agreement.
Prevailing Wage Laws	Applicable Laws, including CPUC decisions, orders or rules, concerning prevailing wages to be paid.
Procurement Agent	The procurement agent responsible for a Purchase Order.
Prohibited Items	Any pyrotechnics, explosives, firearms, weapons, alcoholic beverages, illegal drugs, or any items associated with those items.
Proprietary Rights	Rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including new processes, material, software, work product, documentation, or any modifications, improvements, fixes, or other revisions to any of them.
Purchase Order	A document issued by Edison to Contractor which incorporates these Terms and Conditions, and which describes the specific Deliverables to be furnished by Contractor,

	specifies any terms specific to those Deliverables, along with other referenced or incorporated documents, including any Statement of Work or Specification, and as may be amended from time to time by a Change Order.
Receiving Party	The Party, and any of its Authorized Parties, to whom the Disclosing Party's Confidential Information is disclosed or made available.
Recovery Period	The period from the occurrence of the Force Majeure Event until Contractor resumes providing the Deliverables.
Services	The services to be performed by the Contractor, or which Contractor causes the Subcontractor to perform, the furnishing or working of Material, Deliverables, production of Documentation, and all other obligations of Contractor as required by the Agreement, and as may be described in a Purchase Order.
Services Schedule	The agreed to schedule for performance of the Services and delivery of the Deliverables as set forth in the Agreement.
Statement of Work or Specification	A document, specifically incorporated into a Purchase Order, which states the supplemental and technical requirements for the Deliverables and Services.
Subcontractor	An entity of any tier performing any portion of the Deliverables for Contractor.
Subcontractor's Personnel	Subcontractor's owners, principals, employees, temporary personnel, day laborers, agents and representatives involved in the performance of Contractor's obligations under the Agreement.
Terms and Conditions	The terms and conditions of the applicable Agreement.
Valid Invoice	The invoice which: (1) is dated and submitted to the Edison accounts payable division or electronic procurement system, addressed as stated in the Purchase Order; (2) references the applicable Purchase Order number and appropriate line item number provided by Edison; (3) is for Services that have been received or Deliverables that have been Accepted prior to the date of the invoice; (4) include information and sufficient supporting documentation sufficiently detailed for Edison to ascertain the charges; and (5) is submitted in accordance with the applicable provisions of Section 2 of the Terms and Conditions.
Work	The creation, provision, furnishing or working of the Material, Documentation and all other Deliverables, and all other obligations of Contractor and its Subcontractors as required by the Agreement., including any services to be provided by the Contractor as described in the applicable Statement of Work and corresponding Purchase Order. "Work" may also be referred to herein as "Services".
Work Schedule or Services Schedule	The agreed to schedule for performance of the Work or Services and delivery of the Material and Documentation as set forth in the Agreement.