

BUY AMERICA COMPLIANCE (MATERIALS) EXHIBIT

THIS EXHIBIT MODIFIES THE TERMS AND CONDITIONS FOR MATERIALS AND RELATED SERVICES AS FOLLOWS:

The following is added immediately after the first paragraph:

This Buy America Compliance Exhibit is, unless expressly excluded in the applicable Purchase Order, incorporated in the Terms and Conditions for Materials and Related Services as though fully set forth. Contractor must notify the Edison Representative and the Procurement Agent if Contractor is unable to meet the requirements of the Buy America Compliance Exhibit and Contractor acknowledges that failure to meet these requirements during the Term may constitute a Contractor Event of Default.

The following provision is added to Section 10, "COMPLIANCE WITH LAWS AND GOVERNMENTAL APPROVALS":

10.4 Buy America Compliance.

For purposes of this Agreement, "Buy America" means and includes: the Buy America laws and implementing regulations administered by (a) the Federal Highway Administration (23 U.S.C. Section 313 and 23 C.F.R. Section 635.410), (b) the Federal Transit Administration (49 U.S.C. Section 5323(j) and 49 C.F.R. Part 661), and (c) the Federal Railroad Administration (49 U.S.C. Chapters 244, 246, Section 24405), and as may be further modified and/or codified by other Acts and Public Laws.

(A) Customer shall be entitled to give notice (a "Buy America Compliance Notice" or "Notice") to Contractor of the following:

(1) Specific Material that will be provided by Contractor under this Agreement that must comply with the requirements of Buy America; and

(2) Specific Work to be performed or provided by Contractor that must comply with the requirements of Buy America.

(B) The Buy America Compliance Notice may consist of the following, without limitation: notice given in a material description or Purchase Order, or in a letter or email communication sent by Edison to Contractor's account representative. The Notice will identify the specific Deliverable and/or specific Service, the applicable Buy America requirement(s), and will request information regarding Buy America compliance of the specific Deliverable or specific Service.

(C) Upon its receipt of a Buy America Compliance Notice, Contractor and its Subcontractors shall perform the specific Work and provide the specific Material in compliance with Buy America, including using only those materials to perform the Work or provide the Material that Contractor has verified are compliant and will certify are compliant with all Buy America requirements.

(D) For all specific Material and specific Work identified in a Buy America Compliance Notice, Contractor shall certify compliance of the specific Material and specific Work with Buy America. The certification shall consist of one or both of the following, at Edison's election: (a) a letter on Contractor's letterhead and stating that all supplied Material and Work subject to Buy America are compliant with Buy America provisions; or (b) other certification in a form reasonably requested by Edison. In its sole discretion, Edison will elect (a) or (b) in either the Buy America Compliance Notice or a separate notice (a "Certification Election Notice") sent at a different time. The letter or certification must be fully executed by an authorized representative of Contractor and provided to Contractor within ten business days of Contractor's receipt of whichever of the Certification Election Notice or Notice Buy America Compliance Notice specified the certificate form elected by Edison.

(E) For a period of at least 10 years after final payment for any Work or Material performed or provided under this Agreement that were the subject of a Buy America Compliance Notice, Contractor shall maintain all records arising out of, concerning or relating to that Buy America Compliance Notice and the Work and Material that

are the subject of that Notice. Contractor will respond to any request for information about these records by Edison within ten days of the request.

(F) Contractor shall permit Edison, representatives of the California or Federal Highway Administration, Federal Transportation Administration, Federal Railroad Administration, California Department of Transportation, the California state auditor, other regulatory or governmental agency or authority, or any third party acting on their behalf, to audit, examine, excerpt, transcribe or copy, all records arising out of, concerning or relating to that Buy America Compliance Notice, Work, and Material. The examination of these records will take place in the offices and locations where the records were generated and/or stored and will be accomplished during reasonable business hours or operation.

(G) This Section shall survive completion or termination of Work or provision of Material under this Agreement, and termination of the Agreement or any part thereof.

The following provision is added to Section 13.1, “Indemnification by Contractor and Subcontractors” after subsection (H):

13.1 Indemnification by Contractor and Subcontractors.

(H) Relating to Contractor’s breach of any of its obligations regarding Buy America under the Agreement.