

Joint Procurement Exhibit

Edison and Contractor have entered into an agreement governed by the Terms and Conditions as of the Effective Date thereof. The terms set forth in this Exhibit shall be governed by the Terms and Conditions and shall be effective as of the Effective Date. Capitalized terms used in this Exhibit but not defined herein shall have the meanings given in the Terms and Conditions.

1. Notwithstanding anything to the contrary in the Terms and Conditions, Edison may disclose the terms of the Terms and Conditions and any Purchase Orders, including pricing terms and discounts, if any, to its parent company, Edison International (EIX), and any of EIX's direct or indirect subsidiaries (collectively, "EIX Subsidiaries" and, individually, "EIX Subsidiary"), for the purpose of allowing EIX and EIX Subsidiaries to assess the desirability of obtaining Contractor's services under similar terms. Likewise, EIX and non-Edison EIX Subsidiaries may disclose to Edison the terms of any agreements with Contractor including any pricing terms for the purpose of allowing Edison to assess the desirability of obtaining Contractor's Services and Deliverables under similar terms. Contractor will offer to sell the Services and Deliverables to EIX and any EIX Subsidiary on the terms and conditions in the Terms and Conditions.

2. If EIX or an EIX Subsidiary desires to conduct business with Contractor on the same terms as in the Terms and Conditions, then EIX or the EIX Subsidiary and Contractor shall execute such an agreement on the same terms as the Terms and Conditions. Alternatively, purchases of Services and Deliverables by EIX or another EIX Subsidiary shall be made pursuant to a Purchase Order or Change Order under the Terms and Conditions.

3. If Contractor provides EIX or any EIX Subsidiary a greater discount than has been previously provided to EIX or another EIX Subsidiary for the same Services or Deliverables, the discount shall apply to EIX or any other EIX Subsidiaries going forward.

4. Edison enters into the Terms and Conditions in its individual capacity and neither EIX nor any EIX Subsidiary is bound by any obligations or liabilities related to the Terms and Conditions. If EIX or any EIX Subsidiary enters into any agreement, including a Purchase Order or Change Order, with Contractor, it is in its individual capacity and Edison is not bound by any obligations or liabilities of EIX or any other EIX Subsidiary. The Purchase Order or equivalent document does not create any joint liability, responsibility, or other obligation among Edison and EIX or any other EIX Subsidiaries.

5. Contractor agrees that all nonpublic SCE information, whether in oral, written, or computerized form, received by Contractor or inadvertently received by Contractor during the course of, or in connection with, performance under the Terms and Conditions shall be referred to as "Confidential Information."

6. Contractor agrees to treat Confidential Information as confidential with respect to any and all persons, parties and entities other than EIX and SCE. Contractor will not disclose any Confidential Information to parties and entities other than EIX and SCE except as specifically authorized by SCE in writing. Moreover, Contractor's use of any Confidential Information is strictly limited to activities associated with Contractor's performance under the Terms and Conditions.

7. Notwithstanding anything to the contrary set forth herein, the obligations set forth in the Terms and Conditions shall not apply to and the term "Confidential Information" shall not include:

a. Information which is in the public domain as of the Effective Date of the Terms and Conditions or which later comes into the public domain from a source other than Contractor.

b. Information which comes to Contractor from a bona fide third party source not under an obligation of confidentiality; or

c. Information which is independently developed by Contractor without use of or reference to Confidential Information or material containing Confidential Information.