

## Metrology Services Exhibit

The following DEFINITION is added to DEFINITIONS of the Terms and Conditions:

M&TE: Edison's measuring and test equipment on which the Services are to be performed or Deliverables provided by Contractor.

The definition of "Services" in the DEFINITIONS to the Edison Terms and Conditions is replaced with the following:

Services: All calibration and repair services to be performed on the M&TE, including furnishing of the Deliverables, and the other obligations as required by the Agreement.

The following Section replaces Section 5, ACCEPTANCE, of the Terms and Conditions for Services and Related Material:

### 5. Acceptance

Edison shall have the right to inspect, test and initially operate the M&TE within a reasonable time after its receipt from Contractor to determine that the Services or Deliverables meet the Deliverable Requirements. If it is determined that the Services or Deliverables do not meet the Deliverable Requirements, Contractor shall, promptly at its own expense including shipping charges both ways, correct the Services or Deliverables to the satisfaction of the Edison Representative.

The following Section is added to the Terms and Conditions for Services and Related Material:

### 18. TITLE AND RISK OF LOSS

18.1 Title. Title to the Deliverables shall pass to Edison when incorporated into the M&TE. Title shall be free and clear of any and all liens and encumbrances whatsoever.

#### 18.2 Risk of Loss.

(A) Contractor shall have risk of loss of or damage to the M&TE and any Edison-furnished material while Contractor has custody of the items. Contractor shall, at its own expense, repair or replace as approved by the Edison Representative any loss or damage. Contractor shall return any surplus Edison-furnished material.

(B) If, during the initial testing or input of power to the M&TE, the M&TE is discovered to be damaged or defective, Contractor shall not be liable for damages incurred before Contractor's receipt of such M&TE.