

TERMS AND CONDITIONS FOR CONSULTING SERVICES

These terms and conditions together with their attachments and exhibits ("Terms and Conditions") are between Edison and Contractor. Edison and Contractor may be referred to in the Agreement individually as a "Party" and collectively as the "Parties." Unless otherwise defined in the Agreement, capitalized terms used in this Services Agreement shall have the meanings set forth in the "Definitions" document located on Edison's website at <http://www.sce.com/supplierterms> and incorporated herein by reference as though fully set forth. The following documents are located on Edison's website at <http://www.sce.com/supplierterms> and, unless expressly excluded in the applicable Purchase Order, are incorporated herein by reference as though fully set forth: "Diverse Business Enterprise ("DBE") Subcontracting Program"; "Energy Efficiency Programs Exhibit"; "Joint Procurement Exhibit"; "Architectural Site Representative Exhibit"; and "Supplemental Terms re San Onofre Nuclear Generating Station (SONGS) Exhibit". Prior to accepting the Purchase Order, Contractor must notify the Edison Representative and the Procurement Agent if Contractor is unable to meet any of these requirements. Contractor acknowledges that its failure to satisfy the requirements of these documents during the Term may constitute a Contractor Event of Default.

1. REPRESENTATIONS OF CONTRACTOR

1.1 Contractor hereby represents and warrants to Edison that:

(A) Contractor is an equal opportunity employer and, as required by 41 CFR 60-1.4(a), does not and will not discriminate in employment and personnel practices (including hiring, transferring and promotion practices) on the basis of race, sex, age, disability, religion, national origin, color, sexual orientation, gender identity, or any other basis or characteristic prohibited by Applicable Laws.

(B) To the extent the applicable Purchase Order involves Special Conditions, Contractor is not and has not been a party to any current, pending, threatened or resolved enforcement action of any government agency, or any consent decree or settlement with any governmental agency or private person or entity regarding any failure in Contractor's data security safeguards, or otherwise regarding information privacy or security.

(C) Contractor has read and understood Edison's "Policy on Information Security, Cybersecurity and Privacy for Suppliers" ("Cyber Policy") located on Edison's Website at <http://sce.com/cyberpolicy>, and that Contractor is fully compliant with the Cyber Policy. Contractor further warrants that, throughout the term of the Agreement and as required in Section 17.13 ("Survival"), Contractor will continue to comply fully with the Cyber Policy.

(D) To the extent the applicable Purchase Order is funded by or the Services or Deliverables involve activities subject to a contract or subcontract with a state or federal entity, Contractor is qualified and shall remain qualified to perform the work for such entities.

2. COMMERCIAL TERMS

2.1 Invoice Time Limits. Subject to Section 2.7, Edison shall pay Contractor for the applicable Services and Deliverables no later than 60 days after Edison's receipt of a Valid Invoice in Edison's Accounts Payable Division. Each Valid Invoice shall list the Purchase Order number and, the appropriate line item number or CWA covered by the invoice. If Contractor fails to submit a Valid Invoice to Edison within 180 days following Contractor's performance of the Services or the Acceptance of the Deliverables that would be the subject matter of that Valid Invoice, then Contractor waives its right to payment for those Services and Deliverables and Edison is relieved of any obligations to pay for those uninvoiced Services and Deliverables.

2.2 Services and Deliverables Provided on a Time and Material Basis. If the Purchase Order provides that the Services will be performed and Deliverables will be provided on a time and material basis, the following additional provisions shall apply: (1) All charges set forth in a Valid Invoice must be directly identifiable to and required to perform the Services or provide the Deliverables. Any charges for overtime must have the prior approval of the Edison Representative. Overtime rates must be authorized in advance by the Edison Representative and may only be charged for non-exempt personnel. All Services performed and Deliverables provided by exempt personnel must only be charged at straight time rates. (2) Contractor shall complete the Services and Deliverables within the Authorized Amount and in accordance with the Services Schedule. Contractor shall give notice to the Procurement Agent and the Edison Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed the Authorized Amount. Contractor shall not proceed with or be reimbursed for any Services performed and Deliverables provided either beyond the effective period of applicable Purchase Order, or exceeding the Authorized Amount, without the written authorization of the Edison Representative, which is to be followed-up by a Change Order issued by the Procurement Agent. (3) Contractor shall invoice Edison at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Services and provision of the Deliverables by Contractor's employees. These fixed hourly rates shall include all related costs including salaries, wages, statutory payroll taxes, and insurance costs such as the costs required by the Federal Insurance Compensation Act, federal unemployment insurance, state unemployment insurance, and workers' compensation insurance, employee benefits, and all overhead and administrative support and costs. (4) Contractor shall submit Valid Invoices for its time and material costs on a

monthly basis within ten days following the end of the month in which the Services were performed and the Deliverables were Accepted.

2.3 Services and Deliverables Provided on a Fixed Price Basis. If the Services are to be performed and Deliverables are to be provided on a fixed price basis, the following additional provisions shall apply: (1) As specified in the applicable Purchase Order, Contractor shall submit Valid Invoices either: monthly; upon completion of payment milestones; or as a final invoice; or as other charges, as described below. (2) Valid Invoices shall be submitted within 10 days following the end of the month in which Services were performed and Deliverables were provided. The Valid Invoice shall list by task the Services performed and Deliverables provided in the prior month, and a detailed description of any separately-billed items authorized by the Purchase Order. If the Services and Deliverables are to be paid on a percent completed basis, as stated in the Purchase Order, then the Valid Invoice shall also include the percent of total Services performed and Deliverables provided by the Contractor in that prior month. Each Valid Invoice shall include the current monthly amount being invoiced, the cumulative amount invoiced to date, the accumulative retained amount, and the total fixed price. (3) When Edison agrees in writing that a payment milestone has been completed, Contractor shall submit a Valid Invoice for that milestone amount. (4) Except as otherwise set forth in the applicable Purchase Order, a single Valid Invoice shall be submitted at the Acceptance of the Services and Deliverables for a lump sum payment of the fixed price.

2.4 Expenses. Contractor shall only request reimbursement of expenses in the same amount as Contractor's actual, reasonable cost without overhead or a mark-up. Upon Edison's request, Contractor shall deliver to the Edison Representative copies of receipts for reimbursable expenses. Contractor shall promptly review any third party invoices and provide the Edison Representative with copies of the original invoice together with a statement identifying which charges are proper and valid and may be properly reimbursed by Edison. Contractor shall use commercially reasonable efforts to minimize the amount of reimbursable expenses. Only the following costs are eligible for reimbursement, subject to the provisions of this Section 2: (1) For Services performed and Deliverables provided on a time and material basis, any Material costs from Contractor and its Subcontractors and amounts for subcontracted services; provided that those rates do not exceed the rates quoted by Contractor to Edison for the Services and Deliverables. (2) Expenses for out-of-town travel shall be reimbursed only if authorized in advance by the Edison Representative, and shall be reimbursed at necessary, actual, and reasonable cost. Air travel shall be charged at actual, reasonable rates, not to exceed economy or coach fare, whichever is reasonably available. Automobile travel from Contractor's office to the Jobsite or to Edison's general offices shall be paid at the fixed mileage rate at the same rate as that for Edison employees. (3) Except as provided above, or as may be otherwise provided in the Agreement or agreed to in writing by the Edison Representative, Edison will not reimburse any other incidental expenses that Contractor incurs in providing the Services and Deliverables (including travel and lodging, document reproduction, shipping and long-distance telephone).

2.5 Taxes. Edison shall not be liable for taxes on any Services performed or Deliverables provided under the Agreement. If taxes are due on any Materials or incidentals, they must be approved by the Edison Representative in writing for Edison to be obligated to pay the taxes. If taxes are approved, Contractor shall separately identify on invoices the non-taxable portion of the price for any Material, Services and Deliverables; and the taxable portion with its corresponding sales or use taxes and authorized freight charges. Each Party shall provide and make available to the other Party any resale certificates, information regarding out-of-state or out-of-country sales or use of Material, Services and Deliverables, and other exemption certificates or information reasonably requested by the other Party.

2.6 Right of Set-Off. With respect to any amount to be paid by Edison under the Agreement, Edison may deduct from this amount any amount Contractor owes Edison.

2.7 Disputed Charges. Edison shall pay undisputed charges when these payments are due under the Agreement. Edison has the right to withhold payment of particular charges that Edison disputes in good faith, pending the resolution of the dispute, and Edison will provide Contractor with notice of the amounts being withheld and the reasons for the dispute. Any withholding by Edison shall not be deemed a breach of the Agreement by Edison.

2.8 Credits. To the extent a credit may be due Edison under the Agreement, Contractor shall provide Edison with an appropriate credit against amounts then due and owing; if no further payments are due to Contractor, Contractor shall pay these amounts to Edison within 30 days of notice to Contractor that the credit is due under the Agreement.

2.9 Payment Not Acceptance. Edison's payment for the Services or Deliverables shall not constitute Acceptance of the Services.

3. PERFORMANCE OF SERVICES

3.1 Standard of Performance. Contractor shall perform the Services and provide Deliverables in accordance with all Applicable Laws, Permits and Applicable Standards, and in compliance with the terms of the Agreement and the Specification.

3.2 Other Required Resources. Except as otherwise expressly provided in the Agreement, Contractor shall be responsible for providing the facilities, personnel, material, software, equipment, technical knowledge, training, expertise, and all other resources necessary for the proper performance of the Services and provision of the Deliverables.

3.3 Edison Representative. Contractor will only take instructions from the Edison Representative or another individual designated by the Edison Representative in writing. If any Contractor or Subcontractor personnel receive any instructions from anyone other than the Edison Representative, Contractor shall promptly confirm these instructions with the Edison Representative. Any deviations from the Statement of Work or Specifications or drawings shall require the prior written approval of the Edison Representative.

3.4 Purchase Orders; Change Orders. From time to time, Edison may issue a Change Order to Contractor and that Change Order may amend the terms of these Terms and Conditions or the Purchase Order. Unless Contractor notifies the Procurement Agent immediately of the rejection of a Change Order, upon Contractor's receipt of a Change Order, Contractor shall promptly comply with the Change Order, and shall evidence acceptance of the Change Order by promptly executing the Acceptance Copy of the Change Order and returning the Acceptance Copy to the Procurement Agent. Any changes to the Services, the Deliverables, the Authorized Amount, the Services Schedule, or other terms and conditions for Contractor's performance of the Services or provision of the Deliverables will be evidenced by a Change Order issued by Edison to Contractor. Unless Contractor notifies the Procurement Agent immediately of the rejection of the Change Order, upon Contractor's receipt of a Change Order, Contractor shall promptly comply with each Change Order, and shall evidence acceptance of the Change Order by promptly executing the Acceptance Copy of the Change Order and returning the Acceptance Copy to the Procurement Agent. Despite Contractor's failure to execute or return an Acceptance Copy, Contractor's acceptance of the terms of the Purchase Order or Change Order will be deemed to have occurred when: (1) Contractor delivers any Services or Deliverables (in whole or in part) that are the subject matter of the Purchase Order or Change Order, (2) Edison receives an invoice for any Services or Deliverables (in whole or in part) that are the subject matter of the Purchase Order or Change Order, or (3) Contractor accepts payment for any Services or Deliverables (in whole or in part) that are the subject matter of the Purchase Order or Change Order.

3.5 Process for Changes to the Services or Deliverables. Either Edison or Contractor at any time may initiate a request for a change in the Services and Deliverables by advising the other Party of the requested change in writing. These changes may be made with a Change Order or CWA, as directed by the Edison Representative or the Procurement Agent. If Contractor believes that a requested change will increase or decrease its cost of providing the Services and Deliverables, lengthen or shorten the time needed for completion of the Services or Deliverables, or require a modification of any other provision of the Agreement, it shall promptly notify the Edison Representative, setting forth its justification for and the expected effect of these changes. The Authorized Amount and Services Schedule shall be equitably adjusted, if required, to account for the agreed-to changes and shall be set forth in a Change Order. All CWAs shall be approved by a duly authorized representative of Contractor and the Edison Representative prior to the start of the Service authorized in the CWA. Contractor shall not proceed with or be reimbursed for any Services or Deliverables performed or provided under a CWA which exceeds the Authorized Amount of the CWA, or extends beyond the Services Schedule set forth in the CWA. Whenever it becomes apparent that the estimated cost or time to perform the Services or provide the Deliverables will exceed the CWA's Authorized Amount or Services Schedule, Contractor shall promptly give notice to the Edison Representative for authorization to proceed. Any changes to a CWA or Change Order proposed by Contractor shall comply with this Section 3.5 of these Terms and Conditions. Contractor acknowledges that exceptions to the Cyber Policy will be given only in extenuating circumstances and will only apply to specific Purchase Orders. Changes to the Cyber Policy will only be effective if a revised version of the Cyber Policy reflecting agreed-upon changes is attached to the Purchase Order or Change Order.. The CWA may not change the total Authorized Amount or effective period of the applicable Purchase Order or suspend or terminate the Services or provision of the Deliverables.

3.6 Contractor's Personnel. All employees of Contractor or its Subcontractors who are engaged in the performance of the Services or provision of the Deliverables are subject to removal or replacement at Edison's sole discretion. Contractor shall promptly notify the Edison Representative of the intended reassignment or proposed replacement of the key personnel identified in the Agreement who will be performing the Services or providing the Deliverables. No Contractor key personnel shall be reassigned or replaced without the Edison Representative's approval. Subject to and in accordance with Applicable Law, Contractor, prior to assigning an individual as a Contractor personnel or a Subcontractor and at Contractor's sole expense, shall have appropriately verified, and upon commencing the Services, Contractor represents and warrants to Edison, that the personnel or Subcontractors performing the Services or providing the Deliverables have the requisite qualifications, education, technical certifications and education degrees to perform the Services and provide the Deliverables in a competent, workmanlike manner in accordance with Applicable Standards, including but not limited to, Services performed pursuant to the Cyber Policy.

3.7 Subcontractors. Contractor shall not subcontract any portion of the Services or Deliverables without the prior written consent of the Edison Representative. Contractor shall not subcontract or transfer the performance of any of the Services to a location external to the U.S. without the express written consent of Edison. Contractor shall require each Subcontractor in its respective subcontract to be bound by the terms and conditions of the Agreement. Contractor shall at all times be responsible for the Services and Deliverables, and for the acts and omissions of Subcontractors and persons directly or indirectly engaged by the Subcontractors.

3.8 Status Reports. Contractor shall provide status reports to the Edison Representative in the form and times as required by the Agreement or as requested by the Edison Representative.

3.9 Schedule. Time is of the essence for Contractor to perform the Services or provide the Deliverables. If the Contractor falls behind the Services Schedule in performance of the Services or provision of Deliverables due to causes other than a Force

Majeure Event under Section 4 of these Terms and Conditions or other than delays caused by Edison, Contractor shall, at no additional cost to Edison, accelerate the Services or Deliverables to meet the Services schedule.

4. FORCE MAJEURE EVENT

4.1 Excused Performance. A Party will be excused from a delay in performing, or a failure to perform, its obligations under the Agreement to the extent such delay or failure is caused by a Force Majeure Event (the "Claiming Party"). Upon the occurrence of a Force Majeure Event, the performance times applicable to the Claiming Party shall be extended for a period of time equivalent to the time lost due to the Force Majeure Event.

4.2 Notice. If, because of a Force Majeure Event, either Party is unable to perform its obligations under the Agreement, then, the Claiming Party shall be excused from whatever performance is affected by the Force Majeure Event only to the extent affected; provided: (A) The Claiming Party gives notice to the other Party no more than five days after the initial occurrence of the claimed Force Majeure Event and describes the details of the event and any effect on the Claiming Party's performance of its obligations under the Agreement; (B) No more than five days after that initial notification, the Claiming Party provides sufficient proof to establish that the occurrence constitutes a Force Majeure Event; (C) The suspension of performance of Services or provision of Deliverables is of no greater scope and of no longer duration than is required by the Force Majeure Event; (D) The Claiming Party continually uses commercially reasonable efforts to mitigate the cause and effect of the Force Majeure Event and remedy its inability to perform the Services or provide Deliverables; and (E) That as soon as the Claiming Party is able to resume performance of its obligations under the Agreement, it shall do so and shall promptly give the other Party notice of this resumption.

4.3 Claim. No Force Majeure Event shall relieve a Party from performing those of its obligations under the Agreement that are not affected by the Force Majeure Event. In the event Contractor desires to claim a Force Majeure Event, it must submit a request for a Change Order pursuant to Section 3.4 of these Terms and Conditions; provided that Contractor's failure to fully comply with Section 3.4 of these Terms and Conditions shall constitute a waiver of any claims as a result of a Force Majeure Event.

5. ACCEPTANCE

Upon its receipt of any Deliverables or Service, Edison shall review in a timely manner for acceptability, including whether the Deliverables or Services conform to the Agreement's Deliverable and Service Requirements. If Edison determines that a Deliverable or Service conforms to the Deliverable and Service Requirements, Edison shall, in a timely manner, provide notice to Contractor of Edison's Acceptance of this Deliverable or Service. If Edison determines that the Deliverable or Service does not conform to the Deliverable and Service Requirements, Edison shall give notice to Contractor of any errors or deficiencies. Contractor shall correct, rework or reperform the Deliverable or Service so that it conforms to the Deliverable and Service Requirements and return the corrected Deliverable or Service to Edison no later than 15 days (or other time period agreed upon by the Parties) after Contractor's receipt of notice of non-acceptance. This correction shall be performed by Contractor at no additional charge to Edison. Upon redelivery of the Deliverable or Service to Edison, Edison shall review the Deliverable or Service and advise Contractor within a reasonable time period whether it conforms to the Deliverable or Service Requirements. After two attempts by Contractor to correct the Deliverable or Service, if Edison determines the Deliverable or Service fails to conform to the Deliverable and Service Requirements, the Deliverable or Service shall be conclusively deemed to not conform to the Deliverable and Service Requirements and Edison shall be entitled, at its option, to either: (A) Accept the non-conforming Deliverable or Service, subject to reduction in the applicable charges payable, as determined (1) by agreement of the Parties, or (2) in accordance with the procedures in Section 18.2 of these Terms and Conditions if the Parties cannot agree to the amount of reduction within 30 days after Edison requests a reduction; or (B) Reject the Deliverable or Service and receive a refund of any amounts Edison paid Contractor for that Deliverable or Service; or (C) Exercise its remedies under Section 16 of these Terms and Conditions due to a Contractor Event of Default.

6. WARRANTIES

6.1 Warranty. The warranty period for the Services and Deliverables shall commence upon the date of final Acceptance of the Services and Deliverables and continue for one year. Contractor warrants to Edison that: (A) The Services and Deliverables shall be rendered with promptness and diligence and executed in a competent, workmanlike manner in accordance with Applicable Standards; and (B) The Services and Deliverables will be free from defects and conform to the Statement of Work or Specifications and other terms and conditions set forth in the Agreement.

6.2 Remedies. Upon discovery of any defective or nonconforming Deliverables or Services during the warranty period, Contractor shall at its own expense and at Edison's option, either (A) correct the Deliverables or re-perform the Services, or (B) issue a refund or credit to Edison for the defective Deliverables or Services. If defective or nonconforming Deliverables or Services result in damage to Edison's tangible or intangible property, Contractor shall repair or replace that property to the same

condition as prior to the performance of the Services or provision of the Deliverables. Planned corrections must be approved by the Edison Representative prior to Contractor's start of any corrective services. If Contractor fails or refuses to correct or re-perform the defective or nonconforming Deliverables or Services, Edison may correct or replace the defective or nonconforming Deliverables or Services and either deduct the total cost from any money owed to Contractor, or make an equitable adjustment in the price paid under the applicable Purchase Order.

6.3 Disclaimer. OTHER THAN AS EXPRESSLY PROVIDED IN THE AGREEMENT, CONTRACTOR MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. PROPRIETARY RIGHTS

7.1 Edison's Rights in New Proprietary Rights. Proprietary Rights created, conceived, developed, or reduced to practice by Contractor during the performance of the Services shall be the property of Edison. To the extent any Proprietary Rights are deemed not to be a "work for hire" under any Applicable Law, Contractor, at its own expense, irrevocably assigns, transfers, and conveys to Edison, and Contractor shall cause its Subcontractors, representatives, and agents to assign, transfer, and convey to Edison, all of its and their right, title, and interest to the Proprietary Rights throughout the world.

7.2 Contractor's Rights in Pre-existing Proprietary Rights. Proprietary Rights created, conceived, developed, and reduced to practice by Contractor prior to the performance of the Services remain the Proprietary Rights of Contractor. Contractor warrants that Contractor will not use any of its Proprietary Rights in the Services or Deliverables unless those Proprietary Rights are expressly set forth in the Statement of Work. Contractor, at no additional charge to Edison, grants to Edison a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license to those Proprietary Rights that are integral with the Services and Deliverables or that are reasonably desirable for Edison to have complete enjoyment of the Services and Deliverables. The license includes the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, dispose of, or create derivative works of any or all of the Proprietary Rights contained in the Services and Deliverables, and to assign or grant sublicenses in the Services or Deliverables to others including Edison's Affiliates.

7.3 Third-Party Proprietary Rights. If the Deliverables or the performance of the Services use or include the Proprietary Rights of others, Contractor shall obtain, and assign to Edison, at its own expense, all worldwide, irrevocable, perpetual, and royalty-free licenses for those Proprietary Rights that are integral with the Deliverables and Services or are reasonably desirable for Edison's complete enjoyment of the Deliverables and Services, including rights to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, dispose of, or create derivative works of any or all of the Proprietary Rights contained in the Deliverables and Services, and to assign or grant sublicenses in the Deliverables and Services to others including Edison's Affiliates.

7.4 Contractor's Representations and Warranties. Contractor represents and warrants to Edison that, with respect to any Services and Deliverables provided under the Agreement, no proprietary rights, including copyrights, trade secrets, and patents, of another person are infringed, used, or misappropriated.

8. MUTUAL NONDISCLOSURE

8.1 Obligation to Keep Confidential. Receiving Party shall, and shall cause its Authorized Parties to, for the greater of the following periods: (A) five years from the date of receipt of the Confidential Information, (B) for so long as the Confidential Information constitutes trade secrets under Applicable Law and (C) with respect to Edison's Confidential Information related to Critical Cyber Assets, Critical Energy Infrastructure Information, BES Cyber System Information, and EPI, until such time Edison provides notice that such information is no longer confidential, (1) keep strictly confidential and take reasonable precautions to protect against the disclosure of all Confidential Information; and (2) use all Confidential Information solely for the purposes of performing its obligations under the Agreement and not for any other purpose. However, Receiving Party may disclose Confidential Information to those of its Authorized Parties who need to know this information for the purposes of performing the Receiving Party's obligations under the Agreement if, prior to being given access to Confidential Information, those Authorized Parties are informed of the information's confidential nature and the requirements of the Agreement, and are directed to comply with the requirements of the Agreement. The Receiving Party shall hold Confidential Information in confidence with at least the same degree of care with which it protects its own confidential and proprietary information. Contractor shall comply with the additional requirements of the Cyber Policy for all Information Systems accessing, using, or storing Edison Data in electronic or digital form and all Edison Data accessed, received, or maintained by Contractor. Each Party will be responsible for any breach of the Agreement by its Authorized Parties. The requirements of this Section 8 and its subsections extend to Confidential Information created by Contractor for Edison as a Deliverable.

8.2 Permitted Disclosure To Third Party Vendors. Edison shall be permitted to provide Contractor's Confidential Information to third parties (A) to the extent that Edison determines that Confidential Information is required to repair, replace, add to, or maintain the items acquired by Edison under the Agreement, or (B) to enable Edison to make improvement to Edison's internal business operations, including by undertaking performance and post-performance evaluations and assessments, for

use in future projects or procurements, so long as Edison secures the agreement of the third party in writing to use the information for only these purposes and to otherwise restrict disclosure. Notwithstanding anything to the contrary in this Section 8.2, Contractor agrees that its confidentiality and non-disclosure obligations with respect to the Cyber Policy shall continue according to the terms of that policy, if applicable.

8.3 Legal Compulsion and Duty to Seek Protection and Exception. (A) Subject to Section 8.3(B) below of these Terms and Conditions, Receiving Party may disclose the Disclosing Party's Confidential Information to a court, judicial entity, or regulatory authority having jurisdiction over the Receiving Party to the extent necessary to (1) comply with any Applicable Laws, subpoena, or order of any court, judicial entity, or regulatory authority, or any discovery or data request of a party to any proceeding pending before any of the foregoing, or (2) enforce the Receiving Party's rights under the Agreement. If Receiving Party (1) is required by law or regulatory authority or otherwise becomes legally compelled (by oral questions, interrogatories, discovery or data requests, subpoena, or similar legal process), or (2) in order to enforce its rights under the Agreement is required to disclose Confidential Information, Receiving Party will provide the Disclosing Party with prompt notice so that the Disclosing Party may seek (with the Receiving Party's reasonable cooperation, if requested by the Disclosing Party) a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Section 8.3(B), the Receiving Party will furnish only that portion of the Confidential Information which is legally required and will exercise its reasonable efforts to obtain assurance that Confidential Information will be treated as confidential. (C) Notwithstanding anything to the contrary in this subsection, Edison shall not be in violation of this Agreement if it provides Confidential Information to the CPUC pursuant to Public Utilities Code Section 583, or to any other regulatory agency or administrative agency, under similar protective language, if possible, regardless whether the Confidential Information is formally requested and without notice to Contractor.

8.4 Ownership and Return of Confidential Information.

(A) All Confidential Information shall be and remain the property of the Party providing it. Nothing in the Agreement shall be construed as granting any rights in or to Confidential Information to the Receiving Party, except the right of use in accordance with the terms of the Agreement. Upon written request by the Disclosing Party, the Receiving Party shall destroy or return to Disclosing Party all the Disclosing Party's Confidential Information, except the Receiving Party shall be entitled to keep one copy of the Confidential Information in its archives, except that BES Cyber System Information kept in Contractor's archives may only be kept for a maximum of four years after the Services are complete. The obligations of this Section 8 and of the Cyber Policy shall continue as long as Contractor retains any Confidential Information covered by Section 8 and the Cyber Policy, including copies retained for archival or record-keeping purposes.

(B) Upon written request by the Disclosing Party, Receiving Party shall promptly destroy or return to Disclosing Party all Disclosing Party's Confidential Information in Receiving Party's possession or under its control, together with all copies thereof, and if so directed, shall certify in writing to Disclosing Party the destruction of such materials; except that Receiving Party shall be entitled to keep one copy of the Confidential Information in a secured archival system. With respect to any electronic or computer copies or records of or relating to Confidential Information, without limiting the foregoing, Receiving Party shall shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, servers, storage devices and media, except to the extent that through the exercise of reasonable commercial efforts the same cannot be removed from databases or records that are not maintained specific to Disclosing Party. The return or destruction of Confidential Information shall not release Receiving Party from its obligations under this Section 8.

(C) In the event of any reasonably suspected disclosure or loss of, or inability to account for, any of Disclosing Party's Confidential Information, Receiving Party shall promptly and at its own expense: (1) notify Disclosing Party in writing; (2) take such actions as may be necessary or reasonably requested by Disclosing Party to minimize the breach; and (3) cooperate in all reasonable respects with Disclosing Party to minimize the breach and any damage resulting therefrom.

8.5 Remedies. The Parties agree that irreparable damage will occur if the confidentiality obligations under the Agreement are not performed in accordance with its terms or are otherwise breached. Accordingly, the Disclosing Party, in addition to any other remedies it may have at law or in equity, will be entitled to seek an injunction or injunctions to prevent breaches of this Section 8 and to enforce specifically its provisions in any court of competent jurisdiction.

8.6 Non-Disclosure of Non-Public Transmission Function Information. Contractor shall not disclose any non-public transmission function information (including information about available transmission capability, price, curtailments, storage, ancillary services, balancing, maintenance activity, capacity expansion plans, or similar information) to any Edison personnel restricted from receiving such information.

8.7 Marking and Treatment of Confidential Information Created by Contractor. If any Deliverable, or portion thereof, contains or is derived from Edison Confidential Information, Contractor shall clearly mark the Deliverable as Edison Confidential Information. Additionally, if the Deliverable, or portion thereof, contains or is derived from BES Cyber System Information, Contractor shall also clearly mark the Deliverable as "Contains or Derives from Edison BES Cyber System Information." Edison Confidential Information created by Contractor is subject to this Section 8 and the Cyber Policy.

9. COMPLIANCE WITH LAWS AND GOVERNMENTAL APPROVALS

9.1 Compliance with Laws. (A) Throughout performance of the Services or provision of the Deliverables, Contractor shall (1) comply with all Applicable Laws. (B) Contractor shall promptly identify and give notice to Edison of any changes in Applicable Laws that relate to the performance or use of the Services or Deliverables. (C) Contractor shall be responsible for any fines and penalties arising from any noncompliance by Contractor or its Subcontractors with any Applicable Law.

9.2 Suspension or Termination of Licenses or Certifications. If any of Contractor's or Subcontractor's professional licenses or certifications are suspended, revoked, or terminated, Contractor shall give Edison immediate verbal notification to Edison, and follow up with notice within five days after that suspension, revocation, or termination of any such professional licenses or certifications. Notwithstanding any other section of this Agreement, the suspension, revocation, or termination of such professional licenses or certifications shall be grounds for immediate termination under Section 16.4 of these Terms and Conditions.

9.3 Changes in Applicable Laws. After the Effective Date, if any legal, regulatory, or administrative authority issues a decision, ruling, order, or directive of any kind that is binding upon Edison and that affects Edison's ability to perform in accordance with the terms, covenants, and conditions of this Agreement or any Purchase Order, or that otherwise requires modification or addition of terms, covenants or conditions in order for Edison to be in compliance, then the Parties shall meet in good faith as soon as practicable to discuss the modification of this Agreement or the applicable Purchase Order to bring it into compliance and any additional costs or burdens on Contractor resulting from the modification.

9.4 Compliance with Rehabilitation Act and Vietnam Era Veterans Readjustment Assistance Act. Without limiting the requirements of Section 18.20 and to the extent the Services and/or Deliverables are related to a government contract or subcontract, **Contractor shall abide by all applicable government requirements, including 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). 41 CFR 60-741.5(a) prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. 41 CFR 60-300.5(a) prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

10. INSURANCE

10.1 Required Insurance. At all times during the term of the Agreement and for such additional periods as may be specified below, Contractor shall, at its own expense, provide and maintain in effect, and shall require each Subcontractor to provide and maintain in effect, those insurance policies and minimum limits of coverage as specified below, and such additional coverage as may be required by Applicable Law, with insurance companies authorized to do business in the state in which the Services are to be performed or the Deliverables provided, with an A.M. Best's Insurance Rating of not less than A-: VII. In no way do these minimum insurance requirements limit or relieve Contractor of the obligations assumed elsewhere in the Agreement, including but not limited to Contractor's defense and indemnity obligations. Contractor shall require each Subcontractor, at its own expense, to provide and maintain those coverages and minimum limits of coverage consistent with good practices for firms in each Subcontractor's industry for the portion of the Services performed and Deliverables furnished by each Subcontractor.

(A) Workers' Compensation Insurance, with statutory limits, as required by the state having jurisdiction over Contractor's employees, and Employer's Liability Insurance with limits of not less than: (1) Bodily Injury by accident - \$1,000,000 each accident; (2) Bodily Injury by disease - \$1,000,000 policy limit; (3) Bodily Injury by disease - \$1,000,000 each employee.

(B) Commercial General Liability Insurance, written on an "occurrence," not claims-made basis, covering all operations by or on behalf of Contractor arising out of or connected with the Agreement, including coverage for bodily injury, broad form property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall bear a per occurrence limit of not less than \$2,000,000 and an annual per project aggregate of not less than \$4,000,000, exclusive of defense costs, for all coverages. Such insurance shall contain standard cross-liability and severability of interest provisions.

(C) Commercial Automobile Liability Insurance, covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of Contractor's owned, non-owned, and hired automobiles in the performance of the Services.

(D) Umbrella/Excess Liability Insurance, written on a following form occurrence (not claims-made basis) providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than \$3,000,000 per occurrence.

(E) If Contractor is to perform any customized software programming or hardware design services or to provide professional services, advice or opinions (including, but not limited to, accounting, legal, advertising/marketing, architectural, engineering, design, project management, or similar professional services), Professional Liability (Errors and Omissions) Insurance, covering negligent acts, errors and omissions and wrongful acts in the performance of the Services. Such insurance shall have limits of not less than \$5,000,000 per claim and in the annual aggregate. This insurance shall have a retroactive date

that equals or precedes commencement of the Services and Deliverables. Contractor shall maintain such coverage for a minimum period of three years after termination of the Agreement, or such coverage shall include a supplemental extended reporting period of not less than three years after termination of the Agreement.

(F) If the relevant Purchase Order involves Special Conditions, then Contractor shall have Commerce or Internet Security Insurance covering (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon. Such insurance will be maintained with limits of no less than \$2,000,000 per claim and in the annual aggregate, and may be maintained on a stand-alone basis, or as part of the required Errors and Omissions coverage. This insurance shall have a retroactive date that equals or precedes the Effective Date of the Purchase Order for Services or Deliverables involving Special Conditions. Contractor shall maintain such coverage until the later of: (1) a minimum period of three years following termination or completion of the applicable Purchase Order, or (2) until Contractor has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

10.2 Primary Insurance/Waiver of Subrogation/Additional Insured. The insurance required above shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance maintained by or afforded to Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Contractor's policies to the contrary. To the extent permitted by Applicable Law, and except with respect to any applicable Professional Liability (Errors and Omissions) insurance, Contractor and its insurers shall be required to waive all rights of recovery from or subrogation against Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, and insurers. The Commercial General Liability, Commerce or Internet Security, and Umbrella/Excess Liability insurance required above shall name Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees as additional insureds for liability arising out of the acts or omissions of Contractor, its employees, or agents and for liability arising out of Contractor's products/Services, for both ongoing operations and completed operations.

10.3 Insurance Certificate. At the time a Purchase Order is executed, or within a reasonable time after a Purchase Order is executed, and within a reasonable time after coverage is renewed or replaced, Contractor shall furnish to the Procurement Agent certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to Edison. All deductibles, co-insurance, and self-insured retentions applicable to the insurance above shall be paid by Contractor. Contractor shall provide Edison with at least 30 days' prior written notice in the event of cancellation of coverage. Edison's receipt of certificates that do not comply with the requirements of this Section 10, or Contractor's failure to provide certificates, shall not limit or relieve Contractor of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 10 and shall not constitute a waiver of any of the requirements of this Section 10. Edison's receipt of certificates of insurance, copies of insurance policies, and any other insurance-related documentation from Contractor shall not be deemed an agreement or acknowledgement by Edison that Contractor has fulfilled its obligations under this article, nor shall it relieve Contractor of such obligations, which obligations shall remain in full force.

10.4 Non-Compliance Remedies. If Contractor fails to comply with any of the provisions of this Section 10, Contractor, among other things and without restricting Edison's remedies under the law or otherwise, shall, at its own cost and expense, provide Edison with the same protections and benefits that an insurer would have, had the insurance been maintained in accordance with the provisions of this Section 10. With respect to the required Commercial General Liability, Umbrella/Excess Liability, Commercial Automobile Liability, and Pollution Liability insurance, if applicable, Contractor shall provide a current, full and complete defense to Edison, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the provisions in this Section 10. Edison shall have the right to withhold payment otherwise due Contractor if Contractor or its Subcontractors are not in compliance with their insurance obligations.

11. COMPLIANCE WITH EDISON POLICIES AND PROCEDURES

Contractor shall comply, and shall cause its employees, Subcontractors, representatives, agents, and any other person Contractor allows to perform the Services to comply with all Edison policies and procedures, including the following:

11.1 Background Checks. All persons who require unescorted access to a Jobsite, or any access to Edison's Computing Systems or Confidential Information, are required to undergo a criminal background investigation and confirmation of identity prior to being provided such access and are subject to recurring background investigations throughout the duration of their performing any portion of the Services. The criminal background investigation shall be performed by Edison, or an Edison designee, at Edison's sole discretion. Edison is responsible for its cost for performing the background investigation. Edison's Corporate Security Department will be the sole determiner if such access should be granted, not granted, or revoked.

11.2 Removal of Personnel and Return of Badges and Equipment. When Contractor's or any of its Subcontractor's employee, representative, or agent is reassigned to non-Edison work, or is no longer employed by Contractor or Subcontractor,

Contractor shall immediately verbally notify the Edison Representative and, as applicable, Edison's Information Security Department or Edison's Corporate Security Department. Upon receipt of notification, Edison may immediately revoke that person's access which was granted pursuant to Section 11.1, above. Contractor shall confirm such verbal notification by providing notice to the Edison Representative, or designee, within 24 hours of the verbal notification. Contractor shall immediately deliver to Edison all Edison-owned Computing Systems equipment, access badges and other Edison identification, and any other equipment that may have been issued or loaned to such re-assigned or terminated Contractor or Subcontractor personnel. If Contractor and Edison agree that such access should be restored, the employee shall be re-processed as set forth in Sections 11.1 and 11.3 of this Agreement.

11.3 Jobsite Access Requirements. (A) Contractor shall require its and any of its Subcontractor's respective employees, representatives, and agents to comply with these Jobsite access requirements. Contractor shall reimburse Edison for any costs and expenses incurred due to any breach of this Section 11.3. (B) Edison reserves the right to deny Jobsite access to any employee, representative, agent, or invitee of Contractor or any Subcontractor, at Edison's sole discretion. (C) Throughout the term of the Agreement, Contractor shall immediately notify Edison whenever Contractor becomes aware that any employee, representative, or agent of Contractor or any of its Subcontractors is currently charged with, has been convicted of, or is on probation or parole for, any crime against person or property, or any felony. Contractor will also immediately remove that employee, representative, or agent from the Jobsite. (D) All visitors to a Jobsite must comply with that Jobsite's specific visitor access requirements. (E) Persons requesting to have access to the Jobsite at least three (3) times a week for a period of 30 days or more must obtain a Jobsite badge from Edison **prior** to performing the Services. Each person must submit a complete Temporary Access Authorization Questionnaire or other form as required by Edison. (F) Pending approval of a badge or repeated visitor access, all persons requesting Jobsite access must be escorted by Edison personnel while at the Jobsite. Contingent workers should not be given visitor access pending the approval of a badge; this should be completed prior to granting access.

11.4 Fitness for Duty. Contractor and its Subcontractor personnel on the Jobsite must: (A) Report for work in a manner fit to do their job; (B) Not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician that does not affect that individual's ability to properly and safely perform his or her duties); and (C) Is not currently charged with, convicted of, or on probation or parole for any crime against person or property, or any felony. Contractor, its Subcontractors and their respective employees, representatives, and agents shall not bring onto or keep any Prohibited Items at the Jobsite or on any Edison-owned or -leased property. In order to ensure Contractor's compliance with this Section 11.4, Edison-authorized representatives may, without notice, search work areas and other common areas, lockers, storage areas, vehicles, persons, or personal effects on Edison-owned or -leased property at any time, using any reasonable means including detection dog teams. Contractor shall advise its employees, representatives, and agents of the requirements of this Section 11.4 before they enter a Jobsite and, if any violations are found, immediately remove the violating employee, representative, or agent from the Jobsite.

11.5 Harassment. Edison supports a diverse work force and prohibits unlawful employment discrimination and harassment, including sexual harassment, in accordance with Applicable Laws. Whenever present on an Edison Jobsite, property or facilities, Contractor shall require its employees, Subcontractors, agents, and representatives to comply with all Applicable Laws and standards prohibiting conduct that might reasonably be construed as violating Applicable Laws, including conduct such as making sexually suggestive or discriminatory jokes or remarks, touching, assaulting, making gestures of a threatening, sexual or suggestive nature, and impeding or blocking any Edison employee's, subcontractor's, or agent's movement.

11.6 The "Southern California Edison ENVIRONMENTAL, HEALTH & SAFETY HANDBOOK FOR CONTRACTORS" (the "Handbook") and the "SUPPLIER CODE OF CONDUCT", which may be updated from time to time, are located on Edison's Website at <http://www.sce.com/contractorhandbook> and <http://on.sce.com/suppliercode>, respectively, and are hereby incorporated by reference into this MCSA. For purposes of this MCSA, the term "Contractor" as used in the Handbook shall mean Contractor. Contractor shall immediately notify the Edison Representative and the Procurement Agent if it knows or reasonably believes that it is not in compliance with the requirements of these policies.

11.7 Subcontracting With Diverse Business Enterprises ("DBE"). Contractor shall deliver to Edison a monthly report setting forth the actual payments made to DBE subcontractors in support of Materials, Services or Deliverables provided by Contractor to Edison under the Agreement. Contractor also shall develop and deliver to Edison upon Edison's request a DBE plan to utilize DBE subcontractors in its performance of the Services and provision of Deliverables in accordance with Diverse Business Enterprise Subcontracting Commitment and Reporting Requirements. Contractor's failure to deliver the DBE Plan shall constitute a Contractor Event of Default under the Agreement.

11.8 Access to Edison's Computing Systems and Edison Data. Contractor shall access, use and disclose Edison Data solely as permitted in this Agreement to provide the Services or as otherwise directed in writing by Edison, including as permitted or required under the Cyber Policy. Contractor shall immediately notify the Edison Representative and the Procurement Agent if it knows or reasonably believes that it is not in compliance with any of the requirements of the Cyber Policy.

12. INDEMNIFICATION

12.1 Indemnification by Contractor and Subcontractors. Contractor shall, and Contractor shall cause its Subcontractors to, indemnify, defend and hold harmless each Edison Indemnitee from and against all losses, liabilities, damages and claims, and all related costs and expenses (including any costs or expenses related to increased regulatory or administrative oversight), fines, penalties, or interest, including reasonable legal fees and costs, arising out of, in connection with, or relating to any claim: (A) That the Services or Deliverables or any portion of the Services or Deliverables, or use of the Services or Deliverables in accordance with the Agreement and the applicable Statement of Work or Specification, result in an infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party; (B) Relating to personal injury (including death) or tangible personal property damage or real property damage resulting from Contractor's or its Subcontractor's negligent or willful acts or omissions; (C) Relating to Contractor's or its Subcontractors use, delivery, or transportation of any and all tools, supplies, equipment, or other items loaned by Edison to Contractor or its Subcontractor (except where Edison specifically directs the use); (D) Relating to any material violation of any Applicable Law by Contractor or its Subcontractors; (E) Relating to visa status, payment or non-payment of any statutory withholding charges, Edison employee benefits, or other financial obligations including overtime, contribution taxes, benefits and penalties payable under Workers' Compensation (including Workers' Compensation Reform Act of 1989), unemployment compensation, disability benefit, old age benefit, or tax withholding laws for which Edison shall be adjudged liable as an employer with respect to Contractor or Contractor personnel, arising out of or in any way related to the relationship between Edison, Contractor, and Contractor personnel, including the failure of Contractor personnel to be recognized as exclusively employed by Contractor and not by Edison; or (F) Relating to Contractor's breach of any of its material obligations under the Agreement, including, but not limited to Section 8 ("Mutual Nondisclosure") and, if applicable, the Cyber Policy. The indemnities set forth in this Section 12 shall be separate from and shall not be limited by the insurance requirements set forth in Section 9 of these Terms and Conditions. The obligations of the Contractor under this Section 12 shall arise at such time, if any, that any claim is made, or loss is incurred by Edison, and the entry of judgment or the arbitration or litigation of any claim shall not be a condition precedent to the obligations of the Contractor hereunder.

12.2 Infringement. If the Services or Deliverables or any portion of the Services or Deliverables becomes or, in Edison's reasonable opinion, is likely to become, the subject of an infringement, including misappropriation, claim, or proceeding, Contractor shall, in addition to indemnifying the Edison Indemnitees as provided in this Section 12 and the other rights Edison may have under the Agreement: (A) promptly at Contractor's expense secure the right to continue using the Services or Deliverables; or (B) if this cannot be accomplished with commercially reasonable efforts, then, at Contractor's expense, replace or modify the Services and Deliverables to make the Services and Deliverables non-infringing, provided that the replacement or modification will not degrade the performance or quality of the Services and Deliverables for any affected component of the Services and Deliverables; or (C) if neither (A) or (B) can be accomplished by Contractor with commercially reasonable efforts, then, at Edison's election, refund to Edison the amount Edison has paid for the Services and Deliverables. If a temporary restraining order or preliminary injunction is granted, Contractor shall put up a satisfactory bond to permit Edison's continued use of the Services and Deliverables. The remedies provided in this Section 12.2 shall not limit Contractor's indemnification obligations in Section 12.1 of this Agreement.

12.3 Claims. Contractor shall be entitled to have sole control over the defense and settlement of the claim; provided that: (A) the Edison Indemnitees shall be entitled to participate in the defense of the claim and to employ counsel at their own expense to assist in the handling of the claim; and (B) Contractor will not settle any claim in a manner which would involve an admission of guilt or wrong-doing or would impose any obligation on Edison or restrict Edison's right, title, or interest in any property or the Services, including all intellectual property and other proprietary rights, without Edison's prior written consent.

13. CONSEQUENTIAL DAMAGES

With the exception of damages (1) arising from, or in connection with, the unlawful or willful misconduct or gross negligence of a Party; (2) that are the subject of Contractor's indemnification pursuant to Section 12; (3) arising from, or in connection, with either Party's breach of its obligations under this Agreement with respect to Confidential Information; or (4) arising in connection with Contractor's breach of its obligations under the Cyber Policy, neither Party shall be liable to the other Party for any special, indirect, incidental, or consequential damages whatsoever, whether in contract (including insurance), tort (including negligence or strict liability), including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, or claims from customers, arising out of, in connection with, or relating to this Agreement.

14. BUSINESS CONTINUITY AND DISASTER RECOVERY

14.1 Business Continuity Plans. Contractor will, at its sole expense, establish and maintain written Business Continuity Plans for the performance of Services or provision of Deliverables and supporting facilities which shall include (A) written disaster recovery plans for critical technology and infrastructure, including communications networks or manufacturing capability or capacity; (B) proper risk controls to enable continued performance under the Agreement in the event of a Disaster; and (C) demonstrated capability to provide uninterrupted Services or Deliverables during the Disaster within the recovery time objectives

specified by Edison. The Business Continuity Plans must include information and advance procedures that are developed and maintained in readiness for use in the event of a Disaster. The Business Continuity Plans must focus on the core business processes, manufacturing facilities, communications networks, lines of supply, information technology systems, infrastructure, and related personnel that are required for delivery of Services and Deliverables to Edison within the specified timeframe. Within 30 days after the Effective Date, Contractor will deliver to the Edison Representative a letter certifying that the Business Continuity Plans are sufficient to ensure uninterrupted Services or provision of the Deliverables during the Disaster. If at any time Contractor becomes aware that it is not in compliance with its Business Continuity Plans, Contractor will provide notice to Edison within 48 hours and provide a corrective action plan. Contractor will cure the non-compliance within ten days after providing notice to Edison, or, if the non-compliance cannot be cured within this period, will immediately commence and continue diligent efforts so that the non-compliance is cured (as determined by Edison in its reasonable discretion) within a commercially reasonable time but not more than 15 days.

14.2 Testing of Plans. Contractor will: (A) update and test the operability of any applicable Business Continuity Plan at least annually; (B) annually certify to Edison in writing upon Contractor's completion of each test that the Business Continuity Plan is fully operational, and deliver to the Edison Representative a copy of its most recent test results; (C) implement each plan upon the occurrence of a Disaster; and (D) at Edison's sole discretion, participate in tests of Edison's business continuity planning and disaster recovery plans.

14.3 Notification of Disaster. Contractor will notify Edison immediately upon the occurrence of any Disaster that affects or could affect Contractor's performance of the Services or provision of Deliverables, and report to Edison as often as requested by Edison with respect to the effectiveness of its Business Continuity Plans. In the event of a Disaster, Contractor shall execute the applicable Business Continuity Plans without any additional charge to Edison.

15. CONFLICT OF INTEREST

Contractor shall not knowingly hire or otherwise utilize any Edison employee or immediate family member of any Edison employee to perform any part of the Services or provide any Deliverables. Contractor does not have, and during the term of the Agreement will not knowingly acquire any business, financial or personal interest that would be reasonably likely to affect its judgment or conduct in performing the Services or providing Deliverables. For a period of two years following completion of the Services or Deliverables, Contractor shall not assign any personnel who performed the Services or provide Deliverables to any other project if any information acquired by the Contractor personnel in connection with the Services or Deliverables could be used to Edison's competitive disadvantage in the other project. Contractor represents that it has disclosed to Edison in writing all potential conflicts of interest, including: (1) all situations in which Contractor or any Affiliate has been or currently is an Edison consultant or subcontractor to an Edison consultant; (2) all situations in which Contractor or any Affiliate has been or currently is in a joint venture arrangement or licensing relationship with Edison; and (3) any Affiliate of Contractor to whom Contractor intends to subcontract any part of the Services or Deliverables. During the performance of the Services or provision of Deliverables, Contractor shall give notice to Edison within 30 days following the date that Contractor learns that a new potential conflict of interest has arisen.

16. TERM AND TERMINATION

16.1 Term. The term of the Agreement shall be as specified in the Purchase Order unless terminated earlier by either Party in accordance with this Section 16.

16.2 Termination for Convenience. By giving Contractor at least 10 days prior notice designating the early termination date, Edison shall have the unilateral right to terminate the Agreement, the Services and Deliverables, or any portion of the Services and Deliverables, for convenience and without cause at any time. Upon receipt of Edison's notice of termination for convenience, Contractor shall immediately stop performing the Services or providing the Deliverables and bring the Services and provision of the Deliverables to an orderly conclusion as directed by Edison. Edison shall complete the payments for the time and material costs incurred prior to Contractor's receipt of notice of termination, or the Parties shall negotiate an equitable payment for the portion of the fixed price for the Services or Deliverables Accepted by Edison. Edison, at its option, may take possession of any portion of the Services or Deliverables paid for by Edison. The provisions of this Section 16.2 shall be Contractor's sole remedy resulting from Edison's termination for convenience.

16.3 Termination for Cause. The occurrence and continuation of any of the following events shall constitute an Event of Default by Contractor: (A) Contractor commits a material breach of the Agreement and (except as otherwise set forth in this Section 16.3) (1) fails to cure that breach within 30 days after receipt of notice from Edison of the breach, or (2) if Edison agrees that the breach is not capable of being cured within that 30-day period, then Contractor fails to cure that breach within 60 days after receipt of notice from Edison of the breach; or (B) Any representation or warranty made by Contractor is false or misleading in a material respect when made; or (C) Contractor dissolves, or ceases to conduct business in the normal course; or (D) Contractor consolidates with, or merges with or into, or transfers all or substantially all its assets to another entity and, at the time of this consolidation, merger, or transfer, the surviving or transferee entity fails to assume all the obligations of Contractor under the Agreement; or (E) Contractor assigns the Agreement in violation of Section 18.5 ("Binding Nature; Assignment") of

these Terms and Conditions; or (F) If, after two attempts by Contractor to correct a Deliverable, the Deliverable still fails to conform to the Deliverable Requirements; or (G) Contractor fails to cause any professional license or certification to be reinstated within five days of its suspension, revocation, or termination; or (H) Contractor becomes insolvent, ceases to pay its debts as they come due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other Applicable Law relating to insolvency or the protection of rights of creditors.

16.4 **Immediate Termination by Edison.** Notwithstanding Section 16.3(A) of these Terms and Conditions, if Contractor breaches any of the following Sections or any of the following documents which may be incorporated by reference into these Terms and Conditions, Edison shall have the right to immediately terminate the Agreement for cause and without liability to Edison: (a) Southern California Edison Environmental, Health & Safety Handbook for Contractors; or (b) Supplier Code of Conduct; or (c) Cyber Policy; or (d) Section 11.3 ("Jobsite Access Requirements"). Also notwithstanding Section 16.3(A)(1), above, if Contractor breaches any material term or condition of this Agreement on a NERC CIP Project or a project involving BES Cyber System Information, Edison shall have the right to immediately terminate the Agreement for cause and without liability to Edison.

16.5 **Edison Event of Default.** The occurrence and continuation of the following shall constitute an Event of Default by Edison: Edison fails to pay Contractor, when due, undisputed charges for at least a period of three months and fails to make payment within 60 days after receipt of notice from Contractor of the failure to make payment.

16.6 **Remedies.** (A) If an Event of Default with respect to one Party occurs, then the non-defaulting Party shall have the right, in addition to all other remedies the non-defaulting Party may have available under the Agreement or at law, (1) to give notice to the defaulting Party and designate a day, no earlier than the date that notice is effective, as the early termination date of the Agreement, and (2) suspend performance of its obligations under the Agreement. (B) Edison shall also have the right to terminate the Agreement, in whole or in part due to Contractor's Event of Default. If Edison chooses to terminate the Agreement in part, Contractor shall immediately stop performing the terminated Services or Deliverables, and the charges payable under the Agreement will be equitably adjusted to reflect only those Services or Deliverables that are to be continued. (C) If Edison terminates the Agreement for Contractor's Event of Default, Contractor shall immediately stop performing the Services or Deliverables, return all data provided by Edison, refund to Edison all payments previously made less any amount as mutually agreed to for any portion of the Services which Edison chooses to Accept. (D) If a purported termination for cause by Edison under this Section 16.3 is determined by a competent authority not to be a termination for cause, then this termination by Edison shall be deemed to be a termination for convenience under Section 16.2.

16.7 **Transition Services.** Despite the expiration or termination of the Agreement, Contractor shall, upon Edison's request, provide to Edison transition assistance as reasonably requested by Edison for the Services and Deliverables to continue without interruption or adverse effect, including continuing to provide the Services and Deliverables past the expiration or early termination date, and to facilitate the orderly transfer of the Services and Deliverables to Edison or to a third party. Edison shall pay Contractor for these transition services under the terms and conditions of the Agreement.

16.8 **Suspension.** Edison may order Contractor to suspend, and to subsequently resume, performance or provision of all or any part of the Services or Deliverables at any time by giving Contractor at least 10 days prior notice designating the suspension date. If Edison orders suspension, Edison shall: (A) complete the payments due up to the effective date of the suspension notice, and shall resume payments as of the effective date the suspended Services or Deliverables are ordered resumed; and (B) upon receipt of sufficient supporting data from Contractor, pay for any reasonable and necessary out-of-pocket expenses incurred by Contractor as a result of that suspension. If Edison requests that Contractor resume those Services or Deliverables, Contractor shall provide Edison with revised milestones or plans which shall be subject to Edison's review and approval. Once approved, Contractor shall resume the suspended Services or Deliverables in accordance with the approved milestones or plans. The provisions of this Section 16.8 shall be Contractor's sole remedy as a result of any suspension of the Services or Deliverables, in whole or in part.

17. AUDIT AND RECORD RETENTION

17.1 Upon request by Edison during the period in which this Agreement is in effect, and for a period of three years thereafter, Edison, or a third party designated by Edison for this purpose, may examine, inspect, or copy any or all of Contractor's books, records, and documents that have been generated as a result of this Agreement or that contain information relating to this Agreement, in whatever form maintained, including without limitation, project-related records, accounting or compliance records, and any supporting documentation (such as records of Contractor's business development and entertainment activities relating to Edison) (collectively, "Contractor Records"). Contractor will keep proper financial and accounting records, in accordance with generally accepted accounting practices consistently applied, and will maintain its other Contractor Records so as to capture relevant information about Contractor's performance of the Services and its creation of Deliverables. Upon five days' prior notice from Edison, Contractor will allow Edison and its designated representative(s) access to Contractor Records during normal business hours so Edison can audit the Contractor Records and will allow interviews of any employees who might reasonably have information related to the Contractor Records. In the event an audit discloses any material discrepancy in the amounts invoiced to Edison from those due, Contractor shall promptly refund any overpayment and reimburse Edison for all costs

associated with the audit. Edison will not audit the component parts of the unit rate or fixed fee when particular Services or furnishing of Deliverables are performed on a unit price or fixed fee basis.

17.2 In addition to the audit rights in the immediately preceding subsection, if the relevant Purchase Order involves Special Conditions, then Edison has the right to conduct an audit of Contractor for adherence to the terms of the Cyber Policy not more than once per year; or more often upon notification or reasonable belief by Edison of any Cyber Incident as described in the policy, or as required to comply with regulatory requirements. Edison also has the right to audit any Contractor third party contractor/service provider upon notification of any Cyber Incident involving the third party contractor/service provider. Contractor will cooperate with any audit and require the cooperation of any third party contractor/service provider. Contractor shall also promptly notify Edison of any Service Organization Control ("SOC") 2 Type II audit or Statement on Standards for Attestation Engagements ("SAES") audit conducted within one year prior to the date of the relevant Purchase Order through the completion or termination of the Purchase Order. Edison encourages all suppliers to share the results of industry standard third party audit reports (e.g. SOC 2 Type II audits or SSAE 16 audits) in a timely manner. Where circumstances warrant in Edison's reasonable judgment (e.g. independent security assessment), Edison may require Contractor to participate in annual security risk assessments of any security systems or environments which store, manage, process, or access Edison Confidential Information.

18. MISCELLANEOUS

18.1 Governing Law and Venue. The Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree that any litigation related to the Agreement shall be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the State of California in Los Angeles County or the federal courts of the United States for the Central District of California. The Parties irrevocably waive any objection they have now, or may subsequently have, to the bringing of any action or proceeding in these respective jurisdictions, including any objection to the laying of venue based on the grounds of principles of conflict of laws and any objection based on the grounds of lack of personal jurisdiction.

18.2 Dispute Resolution. Any unresolved disputes shall be referred to Edison's Vice President of Supply Management, or a designee, and an officer of Contractor for resolution. Pending resolution, Contractor shall continue to perform the Services and provide Deliverables as directed by the Edison Representative, and Edison shall continue to make payments for the undisputed charges. Notwithstanding the foregoing, either Party shall have the right to bring immediate suit in a court of competent jurisdiction against the other Party for a breach by such Party of Section 8 ("Mutual Non-Disclosure"). In addition, Edison has the right to bring immediate suit in a court of competent jurisdiction against Contractor for breach of the terms in the Cyber Policy by Contractor or any of its Subcontractors, employees, agents, or representatives to whom this policy applies.

18.3 Public Disclosures. Contractor shall not use Edison, or any Affiliate of Edison, either in name or likeness, in any article, press release, promotional material or other published information in any media without the prior written consent of Edison's Corporate Communications Department.

18.4 Service Marks. Neither Party shall, without the prior written consent of the other Party, use the name, service marks, or trademarks of the other Party. Contractor shall not use Edison's name, service marks or trademarks without the prior written consent from Edison's Corporate Communications Department and subject to execution of a separate license agreement with additional terms and conditions.

18.5 Binding Nature; Assignments. The Agreement shall be binding on the Parties and their respective successors and assigns. Contractor shall not assign, delegate, or transfer the Agreement or any interest under it without the prior written consent of Edison. Any assignment of the Agreement by Contractor either by operation of law, order of any court, or pursuant to any plan of merger, consolidation or liquidation, shall be deemed an assignment by Contractor for which prior consent is required, and any assignment made without any such consent shall be void and of no effect as between the Parties.

18.6 Priority of Documents. In the event of conflicting provisions between the Agreement and any Purchase Order, they are to be resolved in the following priority: Change Orders, from the most recent to the earliest; then FCOs and CWAs, from the most recent to the earliest; then the applicable Purchase Order; the Statement of Work or Specification; and any other referenced documents in the Purchase Order. Except as set forth in Section 3.4 ("Purchase Orders; Change Orders") and Section 18.11 ("Amendment and Waiver"), any inconsistency between the terms in a Purchase Order or Change Order and these Terms and Conditions shall be resolved in favor of that Purchase Order or Change Order, but only with respect to the subject matter and duration of that Purchase Order or Change Order.

18.7 Independent Contractor. Contractor is and will perform the Services or provide Deliverables as an independent contractor for Edison.

18.8 Notices and Subpoenas. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing, identified by the Purchase Order number, and shall be deemed duly given: (A) when delivered by hand, (B) one day after being given to an express courier with a reliable system for tracking delivery, (C) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section 18.8, or (D) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Edison or to Contractor, as appropriate, at their respective addresses appearing in the

Purchase Order or Change Order. A Party may, from time to time, change its address or designee for notice purposes by, in accordance with this Section 18.8, giving the other Party notice of the new address or designee and the date upon which the new address or designee will become effective. Any subpoenas, discovery or document requests directed to Contractor, or its Subcontractors or agents and requiring the production of any documents or information relating to this Agreement, the Services or Deliverables, or any Edison Confidential Information shall be sent by Fax or e-mail as indicated in the Purchase Order with a copy by regular mail to: Attn: Director and Managing Attorney, Contracts and Intellectual Property Group, Edison Law Department, Southern California Edison Company, 2244 Walnut Grove Avenue, Rosemead, CA 91770.

18.9 No Construction Against Drafter. No provision of these Terms and Conditions, Purchase Order, Change Order, or other incorporated document shall be construed against any Party merely because that Party drafted the document. Each Party represents that it has had time to review and discuss provisions of the Agreement with interested parties, including its attorneys, and understands the terms and obligations as written.

18.10 Section Headings. Section headings appearing in these Terms and Conditions or in any Purchase Order, Change Order or other incorporated document, are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement or the intent of any provision.

18.11 Amendment and Waiver. Except as otherwise provided in Sections 3.4 (“Purchase Order; Change Order”) or 3.5 (“Process for Changes to the Services or Deliverables”) with respect to changes to any Purchase Order or resulting from any Change Order governed by the Agreement, the Agreement may not be amended or modified unless the amendment or modification is in writing and manually signed by both Parties. None of the provisions of the Agreement shall be considered waived by either Party unless the waiver is in writing and manually signed by the waiving Party. The waiver of a provision by one Party will not be construed to mean a waiver of that provision by the Party for any subsequent action, or a waiver of any other provision. Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges that exceptions to the Cyber Policy will only be effective when made through Edison’s Cyber Policy exception request process and documented in Edison’s form titled, “Vendor Request for Exceptions to the Policy on Information Security, Cybersecurity, and Privacy.” To be effective, the exception request form must be signed by Contractor and an executive-level representative of Edison. Any purported change or modification to the Cyber Policy in any Purchase Order, SOW, or Change Order that is not documented in the exception request form signed by Contractor and an executive-level representative of Edison is void and of no effect. Contractor acknowledges that exceptions to the Cyber Policy will be given only in extenuating circumstances.

18.12 Severability. If any section, provision, or portion of the Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, this decision shall not impair, affect, or invalidate the remainder of the document. The invalid or unenforceable provision shall be reformed so that each Party shall have the obligation to perform reasonably to give the other Party the benefit of its bargain. In the event that the invalid or unenforceable provision cannot be reformed, the remainder of the document shall subsist and continue in full force and effect, and the invalid or unenforceable provision shall be deemed stricken from the Agreement.

18.13 Survival. Despite the completion or termination of the Services or Deliverables, the Agreement, or any portion of the Agreement, the Parties shall continue to be bound by those provisions of the Agreement which by their nature survive the completion or termination. Contractor’s obligations under the Cyber Policy will continue for so long as Contractor continues to have access to, is in possession of, or acquires Edison Data or has access to Edison’s Computing Systems.

18.14 Third Parties. Nothing expressed or implied in the Agreement is intended, or shall be construed, to confer upon or give any person or entity any rights or remedies under, or by reason of, the Agreement, except as specifically provided for under the Agreement.

18.15 Imaged Agreement. The Agreement and other related documents may be photocopied, scanned and stored on computer storage media (the “Imaged Agreement”). The Imaged Agreement, if introduced as evidence on paper, and all computer records of the foregoing, if introduced as evidence on paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the Imaged Agreement (or photocopies of the Imaged Agreement) on the basis that the Agreement or other related documents were not originated or maintained in documentary or written form under either the hearsay rule or California’s Secondary Evidence Rule (Cal. Evid. Code § 1520, *et seq.*). However, nothing in this Section 18.15 shall preclude a Party from challenging the admissibility of that evidence on some other ground, without limitation, the basis that the evidence has been materially or substantially altered from the original.

18.16 Entire Agreement. These Terms and Conditions, together with the exhibits, addenda, appendices, and attachments incorporated into or attached to this Agreement, and all Purchase Orders, Change Orders, and CWAs, and their respective attachments governed by these Terms and Conditions, contains the complete understanding between the Parties and merges and supersedes all prior representations and discussions pertaining to the Agreement. Any changes, exceptions, or different terms and conditions proposed by Contractor, or contained in Contractor’s acknowledgement of any Purchase Order or any other form issued by Contractor are rejected unless expressly stated in the Agreement or incorporated by a Purchase Order, Change Order, or CWA.

18.17 Further Assurances. Contractor shall, at the request of Edison, perform those actions, including executing additional documents and instruments, reasonably necessary to give full effect to Edison's rights to Contractor's full performance of the Agreement.

18.18 Remedies Cumulative. Unless otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law or in equity.

18.19 Compliance with Export Laws. Contractor will provide Edison and its Affiliates (as applicable) with all information that may be required to comply with all Export Laws, including, without limitation, applicable Export Control Classification Numbers, Documentation substantiating U.S. and foreign regulatory approvals for the Deliverables and information required by customs officials to substantiate the value of imported items.

18.20 Services or Deliverables Involving Federal or State Contracts or Subcontracts. To the extent the applicable Purchase Order is funded by or the Services or Deliverables involve activities subject to a contract or subcontract with a state or federal entity, Contractor agrees to accept any flowdown requirements related to the work that arise from the governmental contract or subcontract. Contractor further agrees it will comply with all of the requirements that originate from the federal government, including the following: (A) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; and (B) Contractor will comply with the requirements of 29 CFR Part 471, Appendix A to Subpart A, which requires employers to provide notice to employees regarding their rights under the National Labor Relations Act (NLRA) and FAR 52.222-50, which requires employers to establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in performance of this contract.