

**MASTER SERVICES AGREEMENT**

**EXECUTION SHEET**

This Master Services Agreement ("Master Agreement" or "MSA") is made as of the following date: \_\_\_\_\_ ("Effective Date"). The Master Agreement, together with its exhibits, addenda, appendices, and attachments incorporated into or attached to the Master Agreement, as it may be amended from time to time, and each Purchase Order and Change Order governed by the Master Agreement, shall be referred to as the "Agreement." The Parties to the Master Agreement are the following:

**Name:** Southern California Edison Company ("Edison" or "Company")

**Type of entity:**  
A corporation

**State of incorporation, partnership, or formation:**  
California

**All Notices:**

Street: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_

**Name:** \_\_\_\_\_  
("Implementer")

**Type of entity** [e.g., corporation, LLC, sole proprietor]:  
A

**State of incorporation, partnership, or formation:**  
\_\_\_\_\_

**All Notices:**

Street: \_\_\_\_\_  
City & State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attn: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**With copies 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

**Edison Agreement No.:** CW \_\_\_\_\_

**Exhibit 1**

Major Services Procurement [ ] Excluded If not checked,  
included.

**Exhibit 2**

Joint Procurement of Services [ ] Excluded If not checked,  
included.

**Exhibit 3**

Heavy Hauling and Related Services [ ] Excluded included. If not checked,

**Exhibit 4**

Metrology Services [ ] Excluded included. If not checked,

**Exhibit 5**

Hazardous Material Services [ ] Excluded included. If not checked,

**Exhibit 6**

Supplemental Terms San Onofre Nuclear Generating Station (SONGS) [ ] Excluded included. If not checked,

Supplier Nuclear Insurance [ ] Provided by Supplier as required by Edison Risk Management

**Exhibit 7**

Line Construction Services [ ] Excluded included. If not checked,

**Exhibit 8**

Buy America Compliance [ ] Excluded included. If not checked,

**Exhibit 9**

Telephone Consumer Protection Act (TCPA) Compliance [ ] Excluded included. If not checked,

**Exhibit 10**

Information Security, Cybersecurity, And Privacy Requirements For Suppliers [ ] Excluded included. If not checked,

**IN WITNESS WHEREOF**, Edison and Implementer have each caused the Agreement to be signed and delivered by its duly authorized representative, all as of the Effective Date first above written.

**Southern California Edison Company**

**Implementer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# MASTER SERVICES AGREEMENT

## 1. AGREEMENT

### 1.1 Scope.

This Master Services Agreement, together with its attachments and exhibits (“MSA”) is between Edison and Implementer. Edison and Implementer may be referred to in the Agreement individually as a “Party” and collectively as the “Parties.” The Agreement sets forth the terms and conditions under which Implementer will perform Services and provide Deliverables to Edison.

### 1.2 Definitions.

Unless otherwise defined in an Exhibit, capitalized terms used in this Master Services Agreement shall have the meanings set forth in Attachment 1, which is attached hereto and incorporated by reference herein.

### 1.3 No Commitment to Purchase.

This Agreement does not by itself commit Edison or any of its Affiliates to purchase any Services or Deliverables from Implementer. This Agreement merely sets forth the terms and conditions that will govern the procurement of Services or Deliverables by Edison and/or its Affiliates through Purchase Orders issued under this Agreement.

### 1.4 Non-negotiable Contract Terms and Conditions.

Standard Contract Terms and Conditions that may not be modified pursuant to CPUC D.18-10-008 are shown in yellow shaded text.

## 2. REPRESENTATIONS OF THE PARTIES

### 2.1 Mutual Representations.

Each Party hereby represents and warrants that:

(A) The execution, delivery, and performance of the Agreement have been duly authorized by all requisite action, and the Agreement has been duly and validly executed and delivered by the Party and constitutes the legal, valid, and binding obligation of the Party, enforceable against the Party in accordance with its terms; and

(B) The Party is not in violation of any Applicable Laws or Permits or judgments entered into by any governmental authority, which violations, individually or in the aggregate, would affect its performance of its obligations under the Agreement; and

(C) The terms of the Agreement and the Party’s performance hereunder do not violate and will not cause a breach of the terms of any other agreement or any Applicable Laws, to which the Party is a party or by which it is subject or bound.

### 2.2 Representations of the Implementer.

Implementer hereby represents and warrants to Edison that:

(A) Implementer 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; and

(B) Implementer has examined all Jobsites (including the subsurface conditions) where the Services will be performed, is aware of the nature of the risks involved with performing the Services on those Jobsites, and assumes all risks pertaining to performing Services on those Jobsites; and

(C) Implementer 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 Implementer's data security safeguards, or otherwise regarding information privacy or security; Implementer further represents that it has read and understood the Cyber Requirements, and that Implementer is fully compliant with the Cyber Requirements. Implementer further warrants that, throughout the term of the Agreement and as required in Section 19.16 ("Survival"), Implementer will continue to comply fully with the Cyber Requirements; and

(D) There are and have been no unfair labor practice complaints against Implementer in connection with its business which materially or adversely affects the business of Implementer; and

(E) Implementer 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 Implementer's data security safeguards, or otherwise regarding information privacy or security; and

(F) 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, Implementer is qualified and shall remain qualified to perform the work for such entities.

(G) At all times during the performance of the Services, Implementer<sup>1</sup> represents and covenants that it has and shall, and shall cause each of its employees, agents, representatives, and subcontractors and all other persons performing the Services on behalf of the Implementer ("Implementer Party") to, obtain and maintain, at its sole cost and expense all required licenses and registrations for the operation of its business and the performance of the Services. Implementer shall promptly provide copies of such licenses and registrations to Company at the request of Company.

(H) At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, all bonding requirements of the California State License Board, as may be applicable. Regardless of the specific Services provided, Implementer shall also maintain any payment and/or performance assurances as may be requested by Company during the performance of the Services.

(I) At all times during the performance of the Services, Implementer represents, warrants and covenants that it has and shall, and shall cause each Implementer Party to, obtain and maintain, at its sole cost and expense, the insurance coverage requirements

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<sup>1</sup> "Implementer" will be defined in the Agreement as the Third-Party Program implementer who is party to the Agreement.

specified in [Insert IOU-specific Appendix containing insurance requirements to be developed by the parties based on the Scope of Work].

(J) Implementer represents and warrants that (a) it is a [corporation/limited liability company/partnership] duly organized, validly existing and in good standing under the laws of the State of [Insert State of organization], and (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified to do business and in good standing under the laws of the State of California and each other jurisdiction wherein the nature of its business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.

### 2.3 Representations of Edison.

(A) Edison is a validly existing business entity, in good standing under the laws in the state in which it is organized, as stated on the Execution Sheet to this MSA, and is duly authorized, licensed and qualified to carry on its present business and conduct operations in all the locations where the Services will be performed or Deliverables provided; and

(B) Edison has the power and authority to conduct its business, own its properties, execute and deliver this MSA, and perform its obligations under the Agreement in accordance with the terms of the Agreement; and

## 3. **COMMERCIAL TERMS**

### 3.1 Invoice Time Limits.

(A) Subject to Section 3.7, "Disputed Charges" of this MSA, Edison shall pay Implementer for the applicable Services and Deliverables no later than thirty (30) days after Edison's receipt of a Valid Invoice.

(B) If Implementer fails to submit a Valid Invoice to Edison within one hundred-eighty (180) days following Implementer's performance of the Services or the Acceptance of the Deliverables that would be the subject matter of that Valid Invoice, then Implementer waives its right to payment for those Services and Deliverables and Edison is relieved of any obligations to pay for those Services and Deliverables that have not been invoiced.

### 3.2 Services and Deliverables Provided on a Time and Material Basis.

If the Purchase Order provides that the Services will be performed or Deliverables will be provided on a time and material basis, the following additional provisions shall apply:

#### (A) General Provisions.

(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 or Deliverables provided by exempt personnel must only be charged at straight time rates.

(2) Implementer shall complete the Services and Deliverables within the Authorized Amount and in accordance with the Services Schedule. Implementer 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. Implementer shall not proceed with or be reimbursed for any Services performed or Deliverables provided either beyond the effective period of the 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.

(B) Labor Related Costs on a Time and Material Basis. Implementer 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 or provision of Deliverables by Implementer'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.

(C) Monthly Invoices. Implementer 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 or Deliverables were provided and the Deliverables were Accepted.

### 3.3 Services and Deliverables Provided on a Fixed Price Basis.

If the Services are to be performed or Deliverables are to be provided on a fixed price basis, the following additional provisions shall apply:

(A) Timing. As specified in the applicable Purchase Order, Implementer shall submit Valid Invoices either: (1) monthly; (2) upon completion of payment milestones; (3) as a final invoice; or (4) as other charges, as described below.

(B) Monthly; Percentage Completion. Valid Invoices shall be submitted within 10 days following the end of the month in which Services were performed or Deliverables provided. The Valid Invoice shall list by task the Services performed or Deliverables provided in the prior month, and a detailed description of any separately billed items authorized by the Purchase Order. If the Services or Deliverables are to be paid on a percentage completion basis, as stated in the Purchase Order, then the Valid Invoice shall also include the percent of total Services performed or Deliverables provided by the Implementer 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.

(C) Payment Milestones. When Edison agrees in writing that a payment milestone has been completed, Implementer shall submit a Valid Invoice for that milestone amount.

(D) Final Invoice. 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.

### 3.4 Expenses.

Implementer shall only request reimbursement of expenses in the same amount as Implementer's actual, reasonable cost without overhead or a mark-up. Upon Edison's request, Implementer shall deliver to the Edison Representative copies of receipts for



reimbursable expenses. Implementer 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. Implementer shall use commercially reasonable efforts to minimize the amount of reimbursable expenses. Only those costs listed below are eligible for reimbursement, subject to the provisions of this Section 3:

(A) Material Costs. For Services performed or Deliverables provided on a time and material basis, any Material costs from Implementer and its Subcontractors.

(B) Subcontract Costs. For Services performed or Deliverables provided on a time and material basis, amounts for subcontracted services; provided that those rates do not exceed the rates quoted by Implementer to Edison for the Services or Deliverables.

(C) Travel Costs. Expenses for out of town travel shall be reimbursed only if authorized in advance by the Edison Representative, and shall be reimbursed at actual and reasonable cost. Air travel shall be charged at actual, reasonable rates, but in no case shall they exceed economy or coach fare, whichever is reasonably available. Automobile travel from Implementer's office to the Jobsite or to Edison's general offices shall be paid at the same fixed mileage rate as for Edison employees.

(D) Incidentals. 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 incidental expenses that Implementer incurs in providing the Services or Deliverables (including travel and lodging, document reproduction, shipping and long-distance telephone).

### 3.5 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 the Edison Representative does not approve any taxes, the payment of the taxes will be the sole responsibility of Implementer.

(A) If taxes are due, Implementer shall separately identify on invoices:

(1) The non-taxable portion of the price for any Material and Services or Deliverables; and

(2) The taxable portion of any Material and Services or Deliverables with its corresponding sales or use taxes and authorized freight charges.

(B) 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 or Deliverables, and other exemption certificates or information reasonably requested by the other Party.

### 3.6 Right of Set-Off.

With respect to any amount to be paid by Edison under the Agreement, Edison may (without liability or notice obligations) deduct, withhold or set off from this amount any amount Implementer owes Edison.

### 3.7 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 Implementer with

notice of the amounts being withheld and the reasons for the dispute. Pending resolution of the issues, Edison's non-payment of the disputed charges shall not be deemed a breach of the Agreement by Edison and shall not entitle Implementer to suspend or delay its furnishing of the Services or Deliverables.

### 3.8 Credits.

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

### 3.9 Payment Not Acceptance.

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

### 3.10 Pricing.

All Pricing for the Services and Deliverables shall be set forth in the applicable Purchase Order. There shall be no other Pricing except for changes made in accordance with Section 4.6 ("Process for Changes to the Services or Deliverables").

### 3.11 Financial Statements.

Implementer shall deliver financial statements on an annual basis or as may be reasonably requested by Company from time to time. Such financial statements shall be for the most recently available audited or reviewed period and prepared in accordance with generally accepted accounting principles. Company shall keep such information confidential if requested by Implementer, except provision to the Commission may be required from time to time under confidentiality procedures, where applicable.

## 4. PERFORMANCE OF SERVICES

### 4.1 General.

Implementer shall perform the Services and provide the Deliverables as described in the Agreement.

### 4.2 Standard of Performance.

Implementer shall perform the Services and provide Deliverables in accordance with all Applicable Laws, Applicable Standards, Edison Policies, and in compliance with the terms of the Agreement and the applicable Statement(s) of Work.

### 4.3 Other Required Resources.

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

### 4.4 Edison Representative.

Implementer will only take instructions from the Edison Representative or another individual designated by the Edison Representative in writing. If any Personnel receive any instructions from anyone other than the Edison Representative, Implementer shall promptly

reconfirm these instructions with the Edison Representative. Any deviations from the Statement of Work or drawings shall require the prior written approval of the Edison Representative.

#### 4.5 Purchase Orders; Change Orders.

(A) From time to time, Edison may issue a Purchase Order or Change Order governed by this MSA to Implementer and that Purchase Order or Change Order may amend the terms of this MSA, but only with respect to that Purchase Order or Change Order. Any Purchase Order issued by Edison under this MSA will set forth the Services to be performed, the Deliverables to be provided and the price Edison will pay for the Services or Deliverables, and may also contain other information relating to the Services or Deliverables to be performed, including the Services Schedule for those Services or Deliverables or Statement of Work. Unless Implementer promptly notifies the Procurement Agent of the rejection of the Purchase Order, upon Implementer's receipt of a Purchase Order, Implementer shall promptly comply with each Purchase Order, and shall evidence acceptance of the Purchase Order by (i) promptly executing the Acceptance Copy of the Purchase Order and returning the Acceptance Copy to the Procurement Agent, or (ii) accepting the Purchase Order in Edison's electronic procurement system.

(B) Any changes to the Services, the Deliverables, the Authorized Amount, the Services Schedule or other terms and conditions for Implementer's performance of the Services or provision of Deliverables will be evidenced by a Change Order issued by Edison to Implementer. Unless Implementer promptly notifies the Procurement Agent upon Implementer's receipt of a Change Order, Implementer 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, or by accepting the Purchase Order in Edison's electronic procurement system.

(C) Notwithstanding anything to the contrary in subsections (A) and (B), above, Implementer acknowledges changes to the Cyber Requirements will be given only in extenuating circumstances and will only apply to specific Purchase Orders. Changes to the Cyber Requirements will only be effective if a revised version of the Cyber Requirements reflecting agreed-upon changes is attached to the Purchase Order or Change Order.

(D) Despite Implementer's failure to accept, execute or return a Purchase Order or Change Order, or an Acceptance Copy of a Purchase Order or Change Order, Implementer's acceptance of the terms of the Purchase Order or Change Order will be deemed to have occurred when:

(1) Implementer performs any Services or provides any 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) Implementer accepts payment for any Services or Deliverables (in whole or in part) that are the subject matter of the Purchase Order or Change Order.

#### 4.6 Process for Changes to the Services or Deliverables.

(A) Either Edison or Implementer at any time may initiate a request for a change in the Services or Deliverables by advising the other Party of the requested change in writing. These changes may be made with a Change Order, FCO, or CWA, as directed by the Edison Representative or the Procurement Agent. If Implementer believes that a requested change will increase or decrease its cost of providing the Services or 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.

(B) All CWAs shall be approved by a duly authorized representative of Implementer and the Edison Representative prior to the start of the Service authorized in the CWA.

(C) Implementer shall not proceed with or be reimbursed for any Services performed or Deliverables 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, Implementer shall promptly give notice to the Edison Representative for authorization to proceed.

(D) Any changes to a CWA or Change Order proposed by Implementer shall comply with this Section 4.6.

(E) The CWA may not change the total Authorized Amount or effective period of the applicable Purchase Order or suspend or terminate the Services or Deliverables.

#### 4.7 Personnel.

(A) All Personnel and Subcontractors. All Personnel shall be subject to the direction, supervision, responsibility and control of Implementer. Notwithstanding the foregoing, all such Personnel and Subcontractors who are engaged in the performance of the Services or provision of Deliverables are subject to removal or replacement in Edison's sole discretion.

(B) Key Personnel. Implementer 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 Deliverables. No key Personnel shall be reassigned or replaced without the Edison Representative's prior approval.

(C) Qualifications. Subject to and in accordance with Applicable Law and Edison Policies, Implementer, prior to assigning any Personnel or a Subcontractor and at Implementer's sole expense, shall have appropriately verified, and upon commencing the Services Implementer represents and warrants to Edison, that the Personnel or Subcontractors performing the Services or providing the Deliverables have the requisite qualifications, education, experience, technical certifications, training and education degrees to perform the Services and provide the Deliverables in a competent, workmanlike manner in accordance with Applicable Standards and Edison Policies (if applicable), including but not limited to Services provided pursuant to the Cyber Requirements.

#### 4.8 Subcontractors.

(A) Implementer shall not subcontract any portion of the Services or Deliverables without the prior written consent of the Edison Representative.

(B) Implementer shall at all times be responsible and liable for the acts and omissions of Subcontractors and Personnel as though the acts or omissions were those of the Implementer including, without limitation, indemnifying Edison for such acts or omissions under Section 13.

(C) The fees and costs billed to Edison shall be inclusive of any and all fees and compensation due to any Subcontractors. Implementer shall be solely responsible for the payment of any compensation, monies, wages or other payment due or allegedly due Subcontractors and said Subcontractors shall not seek payment (either directly or indirectly) from Edison or any Affiliate. Implementer acknowledges that Edison and its Affiliates shall have no obligation to compensate or otherwise pay a Subcontractor for any Services performed by the Subcontractor in connection with the Agreement or any SOW.

#### 4.9 Status Reports.

Implementer 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.

#### 4.10 Inspection.

In addition to its audit rights under Section 17, "Audit", of this MSA and if applicable in Exhibit 4 "Critical Infrastructure Protection Requirements," Edison shall have the right of access to and inspection of Implementer's facilities or locations at which any Services are being performed, Deliverables provided or, if applicable, where Edison Personal Information is accessed, processed, used or stored.

#### 4.11 Schedule.

Time is of the essence for Implementer to perform the Services and provide the Deliverables. Implementer will maintain sufficient staffing levels to cause all Services to be performed within the time frames specified in the applicable SOW. If the Implementer falls behind the Services Schedule in performance of the Services or Deliverables due to causes other than a Force Majeure Event defined under Section 5 ("Force Majeure Event") of this MSA or other than delays caused by Edison, Implementer shall, at no additional cost to Edison, accelerate the Services or Deliverables to meet the Services Schedule.

#### 4.12 Liens.

(A) Implementer shall deliver to Edison all Services or Deliverables free and clear of any liens or encumbrances. If a lien or a stop notice is filed against the Jobsite or any Edison property by an entity which has supplied Services or Deliverables to or for Implementer (or its Subcontractors), Implementer shall, at its own expense, take all action necessary to cause the lien or stop notice to be released or discharged immediately, or secure and file a security bond covering the amount of the lien or stop notice, at Edison's election.

(B) Upon Edison's request, Implementer shall provide evidence that the lien or stop notice has been released, discharged or secured. If Implementer fails to furnish adequate evidence within 10 calendar days of the demand, Edison may discharge the indebtedness and deduct the total of all costs and fees from any money owed to Implementer.

### **5. FORCE MAJEURE EVENT**

#### 5.1 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.

#### 5.2 Notice.

Subject to Section 5.3 (“Claim”), the Claiming Party shall be excused from the performance of those obligations affected by the Force Majeure Event; 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) 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.

#### 5.3 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. Any changes to the Agreement due to a Force Majeure Event, shall be documented in an agreed upon Change Order.

#### 5.4 Edison’s Mitigation Rights.

(A) If Implementer is unable to provide the Services, the Deliverables, or a portion of the Services or Deliverables, in accordance with the terms of the Agreement because of a Force Majeure Event for a period of more than two business days, then Edison may, at its option, with notice to Implementer:

(1) Take all action as is reasonably necessary to restore the impacted Service, or the manufacture and provision of Deliverables, including taking control of the impacted Service, or engaging a third-party service provider to provide services; or

(2) Manufacture and provide substitute Deliverables, in which case Implementer will reimburse any reasonable expenses that Edison incurs itself or in engaging any other third-party service provider to provide the Services or Deliverables or to manufacture and provide substitute Deliverables during the period from the occurrence of the Force Majeure Event and throughout the Recovery Period.

(B) Edison will provide reasonable substantiation for any expenses and will use reasonable efforts to mitigate any damages under this Section 5. Edison may adjust fee payments in an amount equal to the pro rata percentage of the fees based upon the number of days in the Recovery Period divided by the total number of days in the applicable payment period.

#### 5.5 Prolonged Force Majeure Event.

In the event a Force Majeure Event continues for more than thirty (30) days, Edison may terminate the Agreement pursuant to Section 16.3(C) below.

## 6. ACCEPTANCE

### 6.1 Deliverable and Service Requirements.

Upon its receipt of any Services or Deliverables, Edison shall review in a timely manner for acceptability, including whether the Services or Deliverables conform to the Deliverable and Service Requirements set forth in the applicable SOW.

### 6.2 Edison Acceptance.

If Edison determines that a Service or Deliverable conforms to the Deliverable and Service Requirements, Edison shall, in a timely manner, provide written notice to Implementer of Edison's Acceptance of this Service or Deliverable.

### 6.3 Non-Acceptance.

If Edison determines that the Service or Deliverable does not conform to the Deliverable and Service Requirements, Edison shall give notice to Implementer of any errors or deficiencies. Implementer shall correct, rework or re-perform 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 Implementer's receipt of Edison's notice of non-acceptance. This correction shall be promptly performed by Implementer at no additional charge to Edison.

### 6.4 Non-Conformance Remedies.

Upon redelivery of the Service or Deliverable to Edison, Edison shall review the Service or Deliverable and advise Implementer within a reasonable time period whether it conforms to the Service or Deliverable Requirements. After two attempts by Implementer to correct the Service or Deliverable, if Edison determines the Service or Deliverable fails to conform to the Service or Deliverable Requirements, the Service or Deliverable shall be conclusively deemed to not conform to the Service or Deliverable Requirements and Edison shall be entitled, at its option, to either:

(A) Accept the non-conforming Service or Deliverable, 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 19.3 ("Dispute Resolution") of this MSA, if the Parties cannot agree to the amount of reduction within 30 days after Edison requests a reduction; or

(B) Reject the Service or Deliverable and receive a refund of any amounts Edison paid Implementer for that non-conforming Service or Deliverable; or

(C) Exercise its remedies under Section 16 ("Term and Termination") of this MSA due to a Implementer Event of Default.

## 7. WARRANTIES

### 7.1 Warranty.

Implementer warrants to Edison that:

(A) The Services shall be rendered with promptness and diligence and executed in a competent, workmanlike manner in accordance with Applicable Standards;

(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; and

(C) All Material provided by Implementer shall be manufactured using only new materials.

#### 7.2 Warranty Period.

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.

#### 7.3 Remedies.

Upon discovery of any defective or nonconforming Services or Deliverables during the warranty period, Implementer shall at its own expense and at Edison's option, either (a) correct or re-perform the Services or Deliverables, or (b) issue a refund or credit to Edison for the defective Services or Deliverables. If defective or nonconforming Services or Deliverables result in damage to Edison's tangible or intangible property, Implementer shall, at its sole cost and expense, repair or replace that property to the same condition as prior to the performance of the Services or Deliverables. Planned corrections must be approved by the Edison Representative prior to Implementer's start of any corrective services. If Implementer fails or refuses to correct or re-perform the defective or nonconforming Services or Deliverables, Edison may correct or replace the defective or nonconforming Services or Deliverables and either deduct the total cost from any money owed to Implementer, or make an equitable adjustment in the price paid under the applicable Purchase Order.

#### 7.4 Assignment of Third-Party Warranties and Indemnities.

In the event any third-party materials or components are embodied in the Deliverables or furnished with or in connection with the Services and are covered by a third-party warranty or indemnity, Implementer shall: (A) upon request provide Edison with a copy of each such warranty or indemnity; (B) if such warranty or indemnity does not, by its express terms, pass through to the end customer, then to the extent permitted by the third-party, Implementer hereby assigns and transfers to Edison all warranties or indemnities provided by such third-party.

#### 7.5 Disclaimer.

OTHER THAN AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **8. PROPRIETARY RIGHTS**

Proprietary Rights used, created, conceived, developed, or reduced to practice by Implementer, Personnel and its Subcontractors shall be governed by the following provisions:

#### 8.1 Edison's Rights in New Proprietary Rights.

Proprietary Rights created, conceived, developed, or reduced to practice by Implementer 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, Implementer, at its own expense, hereby irrevocably assigns, transfers, and conveys to Edison, and Implementer 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. Implementer shall execute all documents and take all further acts necessary, including causing its Personnel, Subcontractors, representatives, and agents to take all further acts necessary, to acquire, transfer, maintain, and enforce Edison's Proprietary



Rights. Implementer irrevocably appoints Edison as Implementer's attorney-in-fact to prosecute for Edison's sole benefit any proceedings Edison may deem necessary or expedient to protect these Proprietary Rights. Edison may join Implementer as a party in any suit, as Edison determines in its sole discretion.

#### 8.2 Implementer's Rights in Pre-existing Proprietary Rights.

Proprietary Rights created, conceived, developed, and reduced to practice by Implementer prior to the performance of the Services remain the Proprietary Rights of Implementer (collectively, the "Pre-Existing Proprietary Rights"). Implementer represents and warrants that Implementer will not use any Pre-Existing Proprietary Rights in the performance of the Services or creation of the Deliverables unless those Pre-Existing Proprietary Rights are expressly set forth in the Statement of Work. For any Pre-Existing Proprietary Rights used, incorporated into, required for use, or provided with any Services or Deliverables to Edison, Implementer, at no additional charge to Edison, hereby grants to Edison a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license for those Pre-Existing 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. This license to the Pre-Existing Proprietary Rights 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 Pre-Existing Proprietary Rights as used for Edison's business purposes, or as incorporated into or provided with the applicable Services and Deliverables provided hereunder, and to assign or grant sublicenses in the Services and Deliverables to others including Edison's Affiliates.

#### 8.3 Third-Party Proprietary Rights.

If the Deliverables or the performance of the Services use or include the Proprietary Rights of others (the "Third-Party Proprietary Rights"), Implementer shall obtain, and assign to Edison, at its own expense, all worldwide, non-exclusive, irrevocable, perpetual, and royalty-free licenses for those Third-Party Proprietary Rights that are integral with the Services and Deliverables or are reasonably desirable for Edison's complete enjoyment and use of the Services and Deliverables, 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 Third-Party 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.

#### 8.4 Implementer's Representations and Warranties.

Implementer represents and warrants to Edison that, with respect to any Services and Deliverables provided under the Agreement:

(A) Except as otherwise set forth in Section 8.1 ("Edison's Rights in New Proprietary Rights"), Implementer is the sole owner of the Proprietary Rights governed by Sections 8.1 and 8.2 ("Implementer's Rights in Pre-existing Proprietary Rights");

(B) No Proprietary Rights, including copyrights, trade secrets, and patents, of another person are infringed, or misappropriated;

(C) No content, document, image, material, photograph, text, or other matter that is scandalous, libelous, obscene, or otherwise contrary to Applicable Law is used in providing the Services and Deliverables or contained in the Proprietary Rights;

(D) Implementer has not otherwise assigned, pledged, or encumbered the Proprietary Rights governed by Section 8.1 ("Edison's Rights in New Proprietary Rights");

(E) Implementer has granted no previous licenses and made no other commitments with respect to the Proprietary Rights governed by Section 8.1 (“Edison’s Rights in New Proprietary Rights”); and

(F) Implementer has the full power and authority to grant the rights set forth in Sections 8.1 (“Edison’s Rights in New Proprietary Rights”) and 8.2 (“Implementer’s Rights in Pre-existing Proprietary Rights”).

#### 8.5 Edison’s Rights in Edison Data.

As between Edison and Implementer, Edison owns all Edison Data and information derived therefrom. Implementer 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 Requirements.

### 9. MUTUAL NON-DISCLOSURE

#### 9.1 Duty of Confidentiality.

The Parties agree the Receiving Party shall hold in strict confidence the Disclosing Party’s Confidential Information furnished hereunder, or reproduced or developed by the Receiving Party based on the Disclosing Party’s Confidential Information for the greater of the following periods: (a) five years from (a) 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 Critical Energy Infrastructure Information, BES Cyber System Information, and EPI, until Edison provides Implementer with written notice that such information may be distributed or disclosed without restriction. The Receiving Party agrees that it shall not use, disclose, reproduce, distribute, reverse engineer, or otherwise misappropriate Disclosing Party’s Confidential Information and shall take no action that may cause, or fail to take any action to prevent causing, any Confidential Information to lose its character as Confidential Information.

(A) The Receiving Party’s protective measures shall include the degree of care that the Receiving Party utilizes to protect its own trade secrets and confidential information of a similar nature, which shall be no less than reasonable care.

(B) Implementer shall comply with the additional requirements of the Cyber Requirements for all Information Systems accessing, using, or storing Edison Data in electronic or digital form and all Edison Data accessed, received, or maintained by Implementer. Each Party shall inform its respective Authorized Parties of the confidentiality obligations under the Agreement.

(C) Each Party will be responsible for any breach of the Agreement by its Authorized Parties. The requirements of Section 9 and its subsections extend to Confidential Information created by Implementer for Edison as a Deliverable.

#### 9.2 Permitted Disclosure.

(A) Subject to the additional restrictions of Section 9.2(B), Receiving Party may only use Disclosing Party’s Confidential Information when necessary to perform its obligations under this Agreement, achieve a stated purpose for this Agreement or enforce rights granted under this Agreement. Use of this Confidential Information, as described in the prior sentence, may include disclosure of the Confidential Information to third-parties that are informed of the information’s confidential nature and agree to meet the non-disclosure and use restrictions in this Agreement; provided, however, that in order for the disclosure to be permitted, the purpose

for this disclosure must be either to: (1) perform or complete activities that are included within the scope of work or that are necessary in order for Edison to use and enjoy the results of such work, including, without limit, repairing, replacing, maintaining, upgrading, revising or improving items acquired by Edison under the Agreement; or (2) 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.

(B) Notwithstanding anything to the contrary in this Agreement, (i) Implementer shall hold BES Cyber System Information, CEII, and EPI in strict confidence, (ii) Implementer shall not sell such information, and (iii) subject to Section 9.3, Implementer shall not retain, use, distribute or disclose such information (a) other than for the purpose of performing the Services, and (b) outside of Implementer's direct business relationship with Edison. Implementer's obligations under this Section 9.2(B) shall apply regardless of whether such information falls within the definition of Confidential Information under the Agreement and shall continue until such time as Edison provides notice that such information may be distributed or disclosed without restriction. This Section 9.2(B) shall survive the termination or expiration of the Agreement. Implementer hereby certifies pursuant to California Civil Code Section 1798.140(w)(2)(A) that Implementer understands and will comply with the restrictions in this Section 9.2(B) with respect to EPI.

### 9.3 Legal Compulsion and Duty to Seek Protection and Exceptions.

(A) Subject to Section 9.3(B) of this MSA, 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.

(B) 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 9.3(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 sub-sections (A) and (B), above, Edison shall not be in violation of the Agreement if it provides Implementer Confidential Information to the CPUC pursuant to applicable CPUC decisions, including CPUC decisions 16-08-024 and 17-09-023, as those decisions may be modified or superseded from time to time, or to any other regulatory agency or administrative agency, under similar protective language, if possible, regardless whether the Implementer Confidential Information is formally requested and without notice to Implementer.

(D) Notwithstanding anything to the contrary in this Agreement, Implementer consents that Edison shall have the right to submit Deliverables to industry-recognized testing laboratories and to report to industry-recognized vulnerability reporting organizations regarding

any hardware, software or systems vulnerabilities that may put a user's cybersecurity interests at risk.

#### 9.4 Ownership and Return/Destruction of Confidential Information.

(A) All Confidential Information shall be and remain the property of the Disclosing Party. Nothing in the Agreement shall be construed as obligating the Parties to disclose their Confidential Information, or as granting to or conferring on Receiving Party, expressly or by implication, any rights, title or license in or to Confidential Information, 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 Implementer's archives may only be kept for a maximum of four years after the Services are complete. The obligations of this Section 9 and of the Cyber Requirements shall continue as long as Implementer retains any Confidential Information covered by Section 9 and the Cyber Requirements, 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 9.

(C) Notwithstanding anything to the contrary in sub-sections (A) and (B), above, or in the Cyber Requirements, upon written request by Edison, except as required to comply with or exercise rights provided for by Applicable Laws, Implementer shall destroy or delete all EPI in its possession or under its control, together with all copies thereof in any form or on any media, and if so directed, shall certify in writing to Edison the destruction or deletion of such materials.

(D) 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.

#### 9.5 Remedies.

The Parties agree that irreparable damage will occur for which damages alone may not be a sufficient remedy 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 9 and to enforce specifically its provisions in any court of competent jurisdiction.

9.6 Non-Disclosure of Non-Public Transmission System Information.

Implementer 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.

9.7 Marking and Treatment of Confidential Information Created by Implementer.

If any Deliverable, or portion thereof, contains or is derived from Edison Confidential Information, Implementer 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, Implementer shall also clearly mark the Deliverable as "Contains or Derives from Edison BES Cyber System Information." Edison Confidential Information created by Implementer is subject to this Section 9 and the Cyber Requirements.

**10. COMPLIANCE WITH LAWS AND GOVERNMENTAL APPROVALS**

10.1 Compliance with Laws.

(A) Throughout performance of the Services, Implementer shall: (1) comply with all Applicable Laws, and (2) obtain and maintain on-site all applicable Permits.

(B) Implementer 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) Implementer shall be responsible for any fines and penalties arising from any noncompliance by Implementer or its Subcontractors with any Applicable Law or Permits.

10.2 Suspension or Termination of Certifications.

If any of Implementer's or Subcontractor's Permits are suspended, revoked, or terminated, Implementer shall give Edison immediate verbal notification, and follow up with notice within five (5) days after that suspension, revocation, or termination of any Permit. Implementer shall cause the Permit to be reinstated within five days of its suspension, revocation, or termination, or Implementer's failure to do so will be considered an Event of Default by Implementer under Section 16.3(A), "Implementer Event of Default", of this MSA.

10.3 Prevailing Wage Law.

Where Applicable Laws, including CPUC decisions, orders or rules, concerning Prevailing Wage Laws require that Implementer pay prevailing wages for all or any part of the Services or Deliverables, or where Edison in its sole discretion determines that those Prevailing Wage Laws require that Implementer pay prevailing wages, then Implementer shall comply fully with all applicable requirements of those Prevailing Wage Laws and, upon Edison's request, promptly demonstrate its full compliance with those Prevailing Wage Laws.

10.4 Rehabilitation Act and Vietnam Era Veterans Readjustment Assistance Act.

Without limiting the requirements of Section 18.23 and to the extent the Services and/or Deliverables are related to a government contract or subcontract, **Implementer 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.**

10.5 Work Authorization.

Implementer shall also verify the identity and work authority of each of Implementer's Personnel providing Services hereunder in compliance with the U.S. immigration laws. Implementer represents and warrants that it will not use individuals to provide any portion of a Service or Deliverable that have not successfully completed such work authorization, background check, and, where applicable, drug screening, with suitable results.

10.6 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 the Agreement, SOW or any Purchase Order thereunder, 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 the Agreement or the applicable Purchase Order to bring it into compliance and any additional costs or burdens on Implementer resulting from the modification.

**11. INSURANCE**

11.1 Required Insurance.

At all times during the Term and for such additional periods as may be specified below, Implementer shall, at its own expense, 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. Implementer 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.

In no way do these minimum insurance requirements limit or relieve Implementer of the obligations assumed elsewhere in this Agreement, including but not limited to Implementer's defense and indemnity obligations. Implementer and each Subcontractor shall be responsible for all deductibles and retentions under Implementer-required and Subcontractor-required insurance as against Edison, with no recourse against Edison.

(A) Workers' Compensation Insurance with statutory limits, as required by the state having jurisdiction over Implementer'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 Implementer arising out of or connected with the Agreement, including coverage for bodily injury, 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 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 Implementer'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 Implementer is 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 the Effective Date of this Agreement. Implementer shall maintain such coverage for a minimum period of three years after termination of this Agreement, or such coverage shall include a supplemental extended reporting period of not less than three years after termination of this Agreement.

(F) Implementer shall have Cyber 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 this Agreement. Implementer 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 Implementer has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

#### 11.2 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 Implementer'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, Implementer 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, Commercial Automobile Liability, Umbrella/Excess Liability and Cyber 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 Implementer, its employees or agents and for

liability arising out of Implementer's products/Services, for both ongoing operations and completed operations.

### 11.3 Insurance Certificate.

At the time the Agreement is executed, or within a reasonable time thereafter, and within a reasonable time after coverage is renewed or replaced, Implementer 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 Implementer. Implementer 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 11, or Implementer's failure to provide certificates, shall not limit or relieve Implementer of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 11 and shall not constitute a waiver of any of the requirements in this Section 11. Edison's receipt of certificates of insurance, copies of insurance policies, and any other insurance-related documentation from Implementer shall not be deemed an agreement or acknowledgement by Edison that Implementer has fulfilled its obligations under this article, nor shall it relieve Implementer of such obligations, which obligations shall remain in full force.

### 11.4 Non-Compliance Remedies.

If Implementer fails to comply with any of the provisions of this Section 11, Implementer, 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 in this Section 11. Implementer 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 11. Edison shall have the right to withhold payment otherwise due Implementer if Implementer or its Subcontractors are not in compliance with their insurance obligations.

## **12. COMPLIANCE WITH EDISON POLICIES AND PROCEDURES**

Implementer shall comply, and shall cause Personnel and Subcontractors, representatives, agents, and any other person Implementer allows to perform the Services to comply with all relevant Edison Policies, including but not limited to the following:

### 12.1 Background Checks.

(A) Implementer hereby represents, warrants and certified that any personnel of Implementer or Implementer Party, and their representatives and agents, having or requiring access to Company's assets, premises, customer property, ("Covered Personnel") shall have successfully passed background screening on each such individual, prior to receiving access, which screening may include, among other things to the extent applicable to the Services, a screening of the individual's education background, employment history, valid driver's license, and court record for the seven (7) year period immediately preceding the individual's date of assignment to the project. .



(B) Notwithstanding the foregoing and to the extent permitted by applicable law, in no event shall Implementer permit any Covered Personnel to have one or more conviction during the seven (7) year period immediately preceding the individual's date of assignment to the project, or at any time after the individual's date of, assignment to the project, for any of the following ("Serious Offense"): (i) a "serious felony," similar to those defined in California Penal Code Sections 1192.7(c) and 1192.8(a), or a successor statute, or (ii) any crime involving fraud (such as, but not limited to, crimes covered by California Penal Code Sections 476, 530.5, 550, and 2945, California Corporations Code 25540), embezzlement (such as, but not limited to, crimes covered by California Penal Code Sections 484 and 503 et seq.), or racketeering (such as, but not limited to, crimes covered by California Penal Code Section 186 or the Racketeer Influenced and Corrupt Organizations (RICO) Statute (18 U.S.C. Sections 1961-1968)).

(C) To the maximum extent permitted by applicable law, Implementer shall maintain documentation related to such background and drug screening for all Covered Personnel and make it available to Company for audit if required pursuant to the audit provisions of this Agreement.

(D) To the extent permitted by applicable law, Implementer shall notify Company if any of its Covered Personnel is charged with or convicted of a Serious Offense during the terms of this Agreement. Implementer will also immediately prevent that employee, representative, or agent from performing any Services.

## 12.2 Removal of Personnel and Return of Badges and Equipment.

When any Personnel is reassigned to non-Edison work, or is no longer employed by Implementer or Subcontractor, Implementer shall immediately inform 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 12.1, above. Implementer shall confirm such verbal notification by providing notice to the Edison Representative, or designee, within 24 hours of the verbal notification. Implementer 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 Personnel. If Implementer and Edison agree that such access should be restored, the employee shall be re-processed as set forth in Section 12.1, above, and Section 12.3, below.

## 12.3 Jobsite Access Requirements.

(A) Compliance with Jobsite Access Requirements. If Implementer or its Subcontractor is given access to any Jobsite, then such access is subject to all Personnel's compliance with all Edison Policies. Access to any Jobsite is strictly for the purpose of Implementer's provision of the Service during the Term, but not otherwise; in no event shall Implementer, Subcontractor or Personnel access or make use of the Jobsite for any other purpose. Implementer shall reimburse Edison for any costs and expenses incurred due to any breach of this Section 12.3.

(B) Denial of Access. Edison reserves the right to deny Jobsite access to any employee, representative, agent, or invitee of Implementer or any Subcontractor, at Edison's sole discretion.

(C) Notification of Convictions. Throughout the term of the Agreement, Implementer shall immediately notify Edison whenever Implementer becomes aware that any Personnel is currently charged with, has been convicted of, or is on probation or parole for, any crime against person or property, or any felony. Implementer will also immediately remove that employee, representative, or agent from the Jobsite, and revoke their access to Edison's Computing Systems and Edison Personal Information.

(D) Visitor Badge Requirement. All visitors to a Jobsite must comply with that Jobsite's specific visitor access requirements.

(E) Extended Stay Badge Requirement. Any Personnel requesting to have access to the Jobsite at least three times a week for a period of 30 days or more must obtain a Jobsite badge from Edison **prior to** performing the Services. Each such person must submit a complete Temporary Access Authorization Questionnaire or other form as required by Edison.

(F) Escort Requirement. 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.

#### 12.4 Fitness for Duty.

(A) Implementer shall ensure that all Covered Personnel report to work fit for their job. Covered Personnel may not consume alcohol while on duty and/or be under the influence of drugs or controlled substances that impair their ability to perform their work properly and safely. Implementer shall, and shall cause its subcontractors to, have policies in place that require their employees report to work in a condition that allows them to perform the work safely. For example, employees should not be operating equipment under medication that create drowsiness.

(B) Inspection. Personnel shall not bring onto or keep any Prohibited Items at the Jobsite or on any Edison-owned or -leased property. In order to ensure Implementer's compliance with this Section 12.4, 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.

(C) Compliance. Implementer shall advise all Personnel of the requirements of this Section 12.4 before they enter a Jobsite and, if any violations are found, immediately remove the violating Personnel from the Jobsite.

#### 12.5 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, Implementer shall require all Personnel to comply with all Applicable Laws and standards prohibiting conduct that might reasonably be construed as violating 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.

12.6 Environmental, Health and Safety Requirements and Supplier Code of Conduct.

(A) Safety. During the term of this Agreement, Implementer represents, warrants, and covenants that it shall, and shall cause each Implementer Party to:

(1) Abide by all applicable federal and state Occupational Safety and Health Administration requirements and other applicable federal, state, and local rules, regulations, codes and ordinances to safeguard persons and property from injury or damage:

(2) abide by all applicable Company security procedures, rules and regulations and cooperate with Company security personnel whenever on Company's property;

(3) abide by Company's standard safety program contract requirements as may be provided by Company to Implementer from time to time;

(4) provide all necessary training to its employees, and require subcontractors to provide training to their employees, about the safety and health rules and standards required under this Agreement; and

(5) have in place an effective Injury and Illness Prevention Program that meets the requirements all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code.

(B) Additional safety requirements (including Company's standard safety program contract requirements) are set forth elsewhere in the Agreement, as applicable, and in Company's safety handbooks as may be provided by Company to Implementer from time to time.

(C) 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 <https://www.edison.com/content/dam/eix/documents/investors/corporate-governance/supplier-code-of-conduct.pdf>, respectively, and are hereby incorporated by reference into this MSA. Implementer 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.

(D) Implementer shall be solely responsible for the safety and health of Personnel and the prevention of industrial accidents and illness arising out of the performance of the Services or provision of Deliverables.

(E) Safety Notifications.

(1) Hazardous Substances and Safety Data Sheets.

(a) Prior to performing the Services or providing the Deliverables, Implementer shall submit to the Edison Representative a list of all hazardous substances (chemicals and chemical products) to be used in performing the Services or providing the Deliverables. Implementer shall maintain a list of all hazardous substances (chemicals and chemical products) used at the Jobsite. A Safety Data Sheet (SDS) shall be

readily available from the Implementer for each hazardous substance (chemicals and chemical products) at the Jobsite for which a manufacturer has prepared an SDS. For purposes of the Agreement, "readily available" means that the Implementer shall produce an SDS for review within 15 minutes of the SDS being requested by the Edison Representative or by an official from a government agency.

(b) SDSs shall comply with the Federal (29 CFR 1910.1200) and California (Title 8, CCR 5194) OSHA Hazard Communication Standards.

(2) Container Labeling Requirements.

(a) All containers of hazardous substances (chemicals and chemical products) shall be properly labeled in accordance with Applicable Laws.

(b) These labels shall be clearly legible and capable of withstanding normal shipping and handling while maintaining legibility. Any container received at the Jobsite without labels, or with illegible information, is subject to rejection and return to Implementer at Implementer's expense.

(c) Labels of new chemical products shall be legible and bear the manufacturer's label and shall include, at a minimum:

- (i) Identification of any hazardous substance (chemicals and chemical products);
- (ii) Appropriate hazard warnings; and
- (iii) Name and address of manufacturer, importer, or other responsible party.

(d) Manufacturer labels that are illegible shall be replaced with a label bearing the required data. Each container of hazardous substances (chemicals and chemical products) not in the manufacturer's original container shall be labeled, tagged, or marked with the following information:

- (i) Identification of the hazardous substance (chemicals and chemical products); and
- (ii) Appropriate hazard warnings.

(3) California's Proposition 65 - Toxic Enforcement Act Requirements.

(a) Implementer is hereby warned that exposure to chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm may occur at Edison facilities. Upon request, the Edison Representative shall make available to the Implementer and its employees an SDS for such chemical exposures at the Jobsite. The appropriate SDS is available from Edison's Occupational Safety and Health Division. Implementer shall inform its Subcontractors of the above information.

(b) From the time that Implementer enters Edison facilities or begins the Services until the time the Services are completed, Implementer shall, and shall require its Subcontractors to, issue warnings for exposure to chemicals that Implementer may use in connection with performing the Services or that Implementer is aware of, and that are known to the State of California to cause cancer, birth defects, or other reproductive harm to personnel at the Jobsite. Implementer shall also warn the Edison Representative of any exposure which may continue after Implementer has completed the Services. Such warnings may take the form of an SDS.

(4) Asbestos Notification.

(a) Edison's buildings and structures are of such an age that they may contain asbestos-containing materials (ACMs) and asbestos-containing-construction materials (ACCMs). Edison has conducted limited surveys of its structures; therefore, all suspect ACMs are assumed to be asbestos containing until proven otherwise through survey and analysis.

(b) All suspect ACMs must be surveyed by a certified asbestos consultant in California or an asbestos inspector registered in Nevada, as applicable, depending upon the location where Implementer will perform Services or provide the Deliverables, prior to any renovation, demolition or other activity that could disturb suspect ACMs. The survey shall be provided to the Edison Corporate Environment, Health and Safety Asbestos Program Manager (APM) at least 15 working days prior to the start of the Services or Deliverables. The APM will provide direction for projects that could disturb ACMs or ACCMs. ACMs or ACCMs that could be disturbed must be removed in compliance with Applicable Laws by a contractor that has the proper asbestos registrations for the state in which the Services are being performed or Deliverables provided.

12.7 Subcontracting With Diverse Business Enterprises.

(A) As part of its registration in Edison's online vendor contracting platform, Implementer shall submit its pledge to utilize a specified percentage of DBE subcontractors in its performance of the Services or provision of Deliverables.

(B) If required by Edison, Implementer shall deliver to Edison, using an electronic reporting tool and in a manner and at the time specified by Edison, a monthly report setting forth the actual payments made to DBE subcontractors in support of Services performed or Deliverables provided by Implementer to Edison under the Agreement. Implementer's failure to deliver to Edison this monthly report shall be deemed a Implementer Event of Default.

12.8 Major Services Procurement.

If not checked as "excluded" on the Execution Sheet, this paragraph shall apply for all major service procurement engagements entered into under this MSA. The attached Exhibit 1 ("Major Services Procurement") is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.9 Joint Procurement of Services.

If not checked as "Excluded" on the Execution Sheet, the following will apply to all Service engagements that include Edison's Affiliates. The attached Exhibit 2 ("Joint Procurement of Services") is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.10 Heavy Hauling and Related Services.

If not checked as "Excluded" on the Execution Sheet, the following will apply to all engagements requiring heavy hauling or related services. The attached Exhibit 3 ("Heavy Hauling and Related Services") is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.11 Metrology Services.

If not checked as “Excluded” on the Execution Sheet, the following will apply to all engagements involving metrology services. The attached Exhibit 4 (“Metrology Services”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.12 Hazardous Material Services.

If not checked as “Excluded” on the Execution Sheet, the following will apply to all engagements related to the handling or disposition of hazardous materials. The attached Exhibit 5 (“Hazardous Material Services”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.13 SONGS Supplemental Terms.

If not checked as “Excluded” on the Execution Sheet, the following will apply to all Service engagements to be undertaken at SONGS. The attached Exhibit 6 (“Supplemental Terms San Onofre Nuclear Generating Station (SONGS)”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.14 Line Construction Services.

If not checked as “Excluded” on the Execution Sheet, the following will apply to all Service engagements relating to line construction. The attached Exhibit 7 (“Line Construction Services”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.15 Buy America Compliance.

If not checked as “excluded” on the Execution Sheet, this paragraph shall apply for all procurements entered into under this MSA. The attached Exhibit 8 (“Buy America Compliance”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.16 Telephone Consumer Protection Act (TCPA) Compliance.

If not checked as “excluded” on the Execution Sheet, this paragraph shall apply for all procurements entered into under this MSA. The attached Exhibit 9 (“Telephone Consumer Protection Act (TCPA) Compliance”) is incorporated by this reference into this MSA. Implementer 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 exhibit.

12.17 Information Security, Cybersecurity, And Privacy Requirements For Suppliers.

If not checked as "Excluded" on the Execution Sheet, the following will apply to all Service engagements relating to line construction. The attached Exhibit 10 ("Information Security, Cybersecurity, And Privacy Requirements For Suppliers") is incorporated by this reference into this MSA. Implementer 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 exhibit.

### 13. INDEMNIFICATION

#### 13.1 Indemnification by Implementer and Subcontractors.

Implementer shall indemnify, defend and hold harmless each Edison Indemnitee from and against any and 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, resulting from or relating to any third-party claim:

(A) That the Services or Deliverables, or any portion of the Services or Deliverables, or use of the Service or Deliverables in accordance with the Agreement and the applicable Statement of Work, result in an infringement upon or violation of any Proprietary Rights of any third party; or

(B) Relating to personal injury (including death) or property damage resulting from Implementer's, Subcontractor's or any Personnel's acts or omissions; or

(C) Relating to any material violation of any Applicable Law or Edison Policies by Implementer, Subcontractor or any Personnel; or

(D) Relating to any (i) release of a Hazardous Material by Implementer, Implementer's Personnel or its Subcontractor, (ii) enforcement or compliance proceeding relating to or in connection with any violation of any environmental law by Implementer or its Subcontractor, or (iii) action reasonably necessary to abate, investigate, remediate or prevent a violation or threatened violation of any environmental law by Implementer, Implementer's Personnel or its Subcontractor; or

(E) That Edison is liable as an employer or joint employer, or as a client employer within the meaning of California Labor Code Section 2810.3 (as amended), or as the hirer of an independent contractor, with respect to Implementer, Subcontractor, or any Personnel, or the failure of any Personnel to be recognized as exclusively employed by Implementer or Subcontractor and not by Edison, including any claims relating to visa status, payment or non-payment of any statutory withholding charges, Edison employee benefits, or other legal or financial obligations, including but not limited to any wage and hour-related claim such as overtime, minimum wage, meal/rest break, wage statement, waiting time or other wage penalties, claims for enforcement of wage and hour-related claims, unfair business practices/unfair competition, the California Private Attorneys General Act, paid or unpaid medical or family leave, reimbursement of necessary work expenses, contribution taxes, benefits and penalties payable under Workers' Compensation (including Workers' Compensation Reform Act of 1989), unemployment compensation, disability benefit, accommodation of or discrimination or retaliation concerning a disability, old age benefit, or tax withholding laws; or

(F) Relating to payments to any Subcontractors arising from or in connection with the Agreement (including but not limited to any demands for payment, invoices, or liens) and/or Implementer's delay or failure to pay any Subcontractors the compensation, monies,

wages or other payment due or allegedly due such Subcontractors with regard to any Services performed hereunder; or

(G) Relating to Implementer's breach of any of its material obligations under Section 9 ("Mutual Nondisclosure") and, if applicable, the Cyber Requirements.

### 13.2 No Limitation and No Condition Precedent.

The indemnities set forth in this Section 13 shall be separate from and shall not be limited by the insurance requirements set forth in Section 11 ("Insurance") of the MSA. The obligations of Implementer under this Section 13 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 Implementer hereunder.

### 13.3 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, Implementer shall, in addition to indemnifying the Edison Indemnitees as provided in this Section 13 and any other rights Edison may have under the Agreement, do the following in the following order: (A) promptly at Implementer'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 Implementer's expense, replace or modify the Services or Deliverables to make the Services or Deliverables non-infringing, provided that the replacement or modification will not degrade the performance or quality of the Services or Deliverables for any affected component of the Services or Deliverables; or (V) if neither (A) nor (B) can be accomplished by Implementer with commercially reasonable efforts, then refund to Edison the amount Edison has paid for the Services or Deliverables. If a temporary restraining order or preliminary injunction is granted, Implementer shall put up a satisfactory bond to permit Edison's continued use of the Services or Deliverables. The remedies provided in this Section 13.3 shall not limit Implementer's indemnification obligations in Section 13.1, above, of this MSA.

### 13.4 Claims.

Implementer 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) Implementer will not settle any claim in a manner which would involve an admission of guilt or wrong-doing, would impose liability or any obligation on Edison or restrict Edison's right, title, or interest in any property or the Services or Deliverables, including all intellectual property and other Proprietary Rights, without Edison's prior written consent.

## **14. 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 Implementer's indemnification pursuant to Section 13, (3) arising from, or in connection, with either's Party's breach of its obligations under this Agreement with respect to Confidential Information, or (4) arising in connection with Implementer's breach of its obligations under the Cyber Requirements, neither Party, its officers, directors, employees, agents, representatives, successors, and assigns, shall be liable to the other Party for any special, incidental or consequential damages whatsoever, whether in contract (including insurance), or tort (including



negligence or strict liability), including loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, arising out of, in connection with, or relating to the Agreement.

## **15. BUSINESS CONTINUITY AND DISASTER RECOVERY**

### **15.1 Business Continuity Plans.**

(A) Implementer 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: (1) written disaster recovery plans for critical technology and infrastructure, including communications networks or manufacturing capability or capacity; (2) proper risk controls to enable continued performance under the Agreement in the event of a Disaster, and (3) demonstrated capability to provide uninterrupted Services or Deliverables during the Disaster within the recovery time objectives specified by Edison.

(B) 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.

### **15.2 Confirmation of Plans Provided to Edison.**

Within 30 days after the Effective Date, Implementer will deliver to the Edison Representative a letter confirming that the Business Continuity Plans are sufficient to ensure uninterrupted provision of Services or Deliverables during the Disaster.

### **15.3 Notification of Non-Compliance.**

If at any time Implementer becomes aware that it is not in compliance with its Business Continuity Plans, Implementer will promptly provide notice to Edison and provide a corrective action plan. Implementer 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.

### **15.4 Testing of Plans.**

Implementer will: (A) update and test the operability of any applicable Business Continuity Plan at least annually; (B) annually confirm to Edison in writing upon Implementer'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 request, participate in tests of Edison's business continuity planning and disaster recovery plans.

### **15.5 Notification of Disaster.**

Implementer will notify Edison immediately upon the occurrence of any Disaster that affects or could affect Implementer'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, Implementer shall execute the applicable Business Continuity Plans without any additional charge to Edison.

## 16. TERM AND TERMINATION

### 16.1 Term.

The term of the Agreement commences on the Effective Date and remains in effect until terminated by either Party in accordance with this Section 16 (the "Term").

### 16.2 Termination Process.

(A) Event of Default. An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any one or more of the following:

#### (1) With respect to either Party:

(a) the failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), including without limitation the failure to make, when due, any undisputed payments required to be made by such Party, if such failure is not remedied within thirty (30) calendar days of Notice of such breach by the Non-Defaulting Party;

(b) such Party becomes insolvent, generally does not pay its debts as they become due, make a general assignment for the benefit of creditors, or commences any action seeking reorganization or receivership under any bankruptcy, insolvency, reorganization or similar law for relief of creditors or affecting the rights or remedies of creditors generally; or

(c) such Party disaffirms, disclaims, rejects (in whole or in part), or challenges the validity of this Agreement.

#### (2) With respect to Implementer:

(a) any representation or warranty made by Implementer or Implementer Party to any person or entity (including, without limitation, a member of the public, a customer of Company, or a governmental authority) or in this Agreement is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;

(b) any legal action is made or commenced against Implementer or Implementer Party which, in Company's opinion, may interfere with the performance of the Services;

(c) Implementer or any Implementer Party commits any material act of dishonesty, fraud, misuse of funds, or misrepresentation of Company's administration of this Agreement

(d) Company becomes aware of a public safety issue arising out of or related to Implementer's or Implementer Party's administration or performance of this Agreement;

(e) Implementer assigns, subcontracts, or transfers this Agreement or any right or interest herein except in accordance with Section [\_\_];

(f) Implementer fails to maintain the insurance coverage required of it in accordance with Appendix [\_\_];

(g) Implementer fails to satisfy the collateral requirements set forth in Section [\_\_], including failure to post and maintain the performance assurance requirements set forth in this Agreement;

(h) Implementer breaches any obligation of confidentiality or its obligations under Section [Insert Section Reference to Security Measures]; or

(i) Implementer fails to achieve [Insert Minimum Performance Requirements] provided that such failure continues for sixty (60) days following receipt of written notice of such failure.

(B) Termination for Cause. If an Event of Default shall have occurred with respect to a Party, the other Party (the "Non-Defaulting Party") shall have one or more of the following rights:

(1) To designate by Notice, which will be effective no later than twenty (20) calendar days after the Notice is received, the early termination of this Agreement (an "Early Termination Date");

(2) Withhold any payments due to the Defaulting Party under this Agreement;

(3) Suspend performance of the Services under this Agreement (but excluding, for the avoidance of doubt, the obligation to post and maintain [Security] in accordance with Section [\_\_] and the obligation to obtain and maintain the insurance requirements in accordance with Section [\_\_]); and

(4) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

(C) Termination due to Force Majeure Event. Edison may terminate the Agreement if a Force Majeure Event continues for more than 30 days.

### 16.3 Termination/Modification by CPUC Order.

This Agreement shall be subject to changes, modifications, or termination by order or directive of the California Public Utilities Commission ("CPUC").. The CPUC may from time to time issue an order or directive relating to or affecting any aspect of this Agreement, in which case Company shall have the right to change, modify or terminate this Agreement in any manner to be consistent with such CPUC order or directive.

(a) Company shall be liable to Implementer for the compensation earned on services satisfactorily performed prior to the effective date of termination, plus documented and verifiable costs (such as demobilization costs) reasonably incurred by Implementer in terminating the services. Implementer shall mitigate its damages to minimize its claim, if any, against Company.

(b) Notwithstanding anything contained in this Section [\_\_\_\_], in no event shall Company be liable for lost or anticipated profits or overhead on uncompleted portions of the Services. Implementer shall not enter into any agreement, commitments or subcontracts that would incur significant cancellation or termination costs without prior written approval of Company, and such written approval shall be a condition precedent to the payment of any cancellation or termination charges by Company under this Section [\_\_\_\_]. Also as a condition precedent to the payment of any cancellation or termination charges by Company under this Section [\_\_\_\_], Implementer shall have delivered to Company any and all reports, drawings, documents and deliverables prepared for Company before the effective date of such cancellation or termination.

(c) Implementer shall have right to request arbitration or mediation to resolve particulars of the above provisions should they not result in reasonable compensation based on terms of original Agreement and Company shall be required to engage in mediation or arbitration in good faith upon such a request (See Section C).

#### 16.4 Conclusion of Work.

Upon Company's termination of this Agreement for any reason, Implementer shall, and shall cause each Implementer Party to, bring the Services to an orderly conclusion as directed by Company. Implementer and each Implementer Party shall vacate the A.17-01-013 et al. ALJ/JF2/avs - A-7- worksite but shall not remove any material, plant or equipment thereon without the approval of Company. Company, at its option, may take possession of any portion of the Services paid for by Company.

#### 16.6 Transition Services.

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

#### 16.7 Suspension.

Edison may order Implementer to suspend, and to subsequently resume, performance or provision of all or any part of the Services or Deliverables at any time by giving Implementer 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 Implementer, pay for any reasonable and necessary out-of-pocket expenses incurred by Implementer as a result of that suspension. If Edison requests that Implementer resume those Services or Deliverables, Implementer shall provide Edison with revised milestones or plans which shall be subject to Edison's review and approval. Once approved, Implementer shall resume the suspended Services or Deliverables in accordance with the approved milestones or plans. The provisions of this Section 16.6 shall be Implementer's sole remedy as a result of any suspension of the Services or Deliverables, in whole or in part.

## 16.8 Retrieval of Edison Data.

For sixty (60) days following any termination for cause or convenience, Edison will have the right to retrieve any Edison Data in Implementer's possession, which shall be effected either by Implementer returning the data, or by granting Edison access to Implementer's network solely for purposes of retrieving such data, without charge to Edison.

## 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 (3) years thereafter, Edison, or a third-party designated by Edison for this purpose, may examine, inspect, or copy any or all of Implementer'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 Implementer's business development and entertainment activities relating to Edison) (collectively, "Implementer Records"). Implementer will keep proper financial and accounting records, in accordance with generally accepted accounting practices consistently applied, and will maintain its other Implementer Records so as to capture relevant information about Implementer's performance of the Services and its creation of Deliverables. Upon five days' prior notice from Edison, Implementer will allow Edison and its designated representative(s) access to Implementer Records during normal business hours so Edison can audit the Implementer Records and will allow interviews of any employees who might reasonably have information related to the Implementer Records. In the event an audit discloses any material discrepancy in the amounts invoiced to Edison from those due, Implementer 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 Edison has the right to conduct an audit of Implementer for adherence to the terms of the Cyber Requirements not more than once per year; or more often upon notification or reasonable belief by Edison of any Cyber Incident as described therein, or as required to comply with regulatory requirements. Edison also has the right to audit any Implementer third-party contractor/service provider upon notification of any Cyber Incident involving the third-party contractor/service provider. Implementer will cooperate with any audit and require the cooperation of any third-party contractor/service provider.

17.3 Implementer 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. .

## 18 MISCELLANEOUS

### 18.1 Governing Law.

This Agreement shall be governed by the internal laws of the State of California, with reference to its conflict of laws principles.

### 18.2 Venue.

In the event of any litigation to enforce or interpret any terms of this Agreement, such action shall be brought in a Superior Court of the State of California located in [Insert IOU-specific County] (or if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the [Northern/Central/Southern] District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

#### 18.3 Dispute Resolution Process.

Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Any dispute that cannot be resolved between Implementer's contract representative and Company's contract representative by good faith negotiation efforts shall be referred to a [Insert IOU-specific level of authority] of Company and an officer of Implementer for resolution. Within 20 calendar days after delivery of such notice, such persons shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If Company and Implementer cannot reach an agreement within a reasonable period of time (but in no event more than 30 calendar days), Company and Implementer shall have the right to pursue all rights and remedies that may be available at law or in equity. All negotiations and any mediation agreed to by the Parties are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

#### 18.4 Public Disclosures.

Implementer 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.

#### 18.5 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. Implementer 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.

#### 18.6 Binding Nature; Assignments.

The Agreement shall be binding on the Parties and their respective successors and assigns. Implementer 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 Implementer 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 Implementer 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.

#### 18.7 Priority of Documents.

In the event of conflicting provisions between the Agreement and any documents incorporated into, referenced in, or attached to the Agreement, the documents shall have the following priority: amendments to this MSA, from the most recent to the earliest; this MSA, including any exhibits, appendices, or attachments incorporated into or attached to this MSA; then, with respect to any Purchase Order, applicable 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; any other referenced documents in the Purchase Order. Except as set forth in Section 4.5(C) ("Purchase Orders; Change Orders") and Section 18.14 ("Amendment and Waiver"), any inconsistency between the terms in a Purchase Order or Change Order and this MSA 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.

#### 18.8 Independent Implementer.

##### (A) Relationship Between Edison and Implementer.

Implementer and any Subcontractors are and will perform the Services or provide the Deliverables as independent contractors. Nothing in the Agreement shall be construed so as to render any Implementer, Subcontractor, or Personnel an employee, joint employee, agent, representative, joint venture, or partner of Edison, and Implementer, any Subcontractor and Personnel shall not hold itself or themselves out to others in such capacity. Implementer and any Subcontractors shall not enter into any contracts, agreements, or other obligations with any other parties that bind, or are intended to bind, Edison without first receiving express written authorization from Edison.

##### (B) Manner and Means of Performance.

The Services and Deliverables will be provided using Implementer's and Subcontractors' own manner and means of performance of the work. Edison does not retain the right or authority to direct the manner and means of the performance of the work.

##### (C) Implementer Is Responsible for Personnel.

No Personnel shall be deemed to be the agent, employee, joint employee or contingent worker of Edison for any purpose whatsoever, and Edison shall have no duty, liability, or responsibility, of any kind for the acts or omissions of such Personnel, except to the extent such acts or omissions are taken at the prior express written instruction of Edison. No Personnel shall be entitled to any benefits afforded to Edison's employees, including but not limited to, workers' compensation, disability insurance, vacation, health benefits, or retirement benefits or contributions. Implementers and Subcontractors will be solely responsible for providing to their respective Personnel, at their sole expense, wages, salaries, or other remuneration, state disability insurance, workers' compensation or any other required insurance, benefits, wages, or minimum labor standards under federal, state, or local rule, as well as all licenses and permits usual and/or necessary for performing the Services or provisioning the Deliverables.

##### (D) Implementer and Subcontractors Responsible for Taxes.

Without limiting any of the foregoing, Implementer shall have sole responsibility for payment of any and all taxes incurred as a result of Implementer's or Subcontractors' performance of the Services or provision of Deliverables, and compensation hereunder, including but not limited to, estimated foreign, federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by Edison to Implementer hereunder.

#### 18.9 Notices and Subpoenas.

(A) All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly

given: (1) when delivered by hand, (2) one day after being given to an express courier with a reliable system for tracking delivery, (3) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section 18.9, or (4) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and as addressed on the Execution Sheet.

(B) A Party may, from time to time, change its address or designee for notice purposes by, in accordance with this Section 18.9, giving the other Party notice of the new address or designee and the date upon which the new address or designee will become effective.

(C) Any subpoenas, discovery or document requests directed to Implementer, or its Subcontractors or agents and requiring the production of any documents or information relating to the Agreement, the Services, or any Edison Confidential Information shall be sent by Fax or email with a copy by regular mail to the address shown on the Execution Sheet.

#### 18.10 Authority of Signatory.

Implementer represents that the person signing this MSA is duly authorized to legally bind Implementer to the Agreement.

#### 18.11 Delivery by Facsimile, Electronic Mail; Counterparts; Digital Signatures.

The Agreement may be signed either manually or using Edison's digital signature process, and such digitally signed Agreement shall have the same force and effect as if manually signed. The Agreement may be delivered via facsimile or electronically in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of the Agreement as though they were originals and shall not be made inadmissible in any legal or regulatory proceeding concerning the Agreement on the basis of California's Secondary Evidence Rule (Cal. Evid. Code § 1520, *et seq.*) or similar rule of admissibility.

#### 18.12 No Construction Against Drafter.

No provision of this MSA, 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.

#### 18.13 Section Headings; References.

Section headings appearing in this MSA 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. References to and the use of the word "include" and its derivatives means "include without limitation". References to a document that incorporates other documents, such as a Purchase Order that incorporates a Statement of Work, mean the principal document and all documents incorporated therein. References to and the use of the word "days" means "calendar days" unless otherwise specified.

#### 18.14 Amendment and Waiver.

Except as otherwise provided in Section 4.5 ("Purchase Orders; Change Orders") or Section 4.6 ("Process for Changes to the Services and Deliverables") of this MSA 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 signed manually or digitally as provided in Section 18.11 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.

#### 18.15 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.

#### 18.16 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, including but not limited to, all representations and warranties, Section 7 (“Warranties”), Section 8 (“Proprietary Rights”), Section 9 (“Mutual Non-Disclosure”), Section 11 (“Insurance”), Section 13 (“Indemnification”), Section 14 (“Consequential Damages”), Sections 16.4 and 16.6 (“Remedies” and “Suspension,” respectively), Section 17 (“Audit and Record Retention”), and Section 18 (“Miscellaneous”). Implementer’s obligations under the Cyber Requirements will continue for so long as Implementer continues to have access to, is in possession of, or acquires Edison Data or has access to Edison’s Computing Systems.

#### 18.17 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.

#### 18.18 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 18.18 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.

#### 18.19 Entire Agreement.

This MSA, together with the Exhibits, addenda, appendices, and attachments incorporated into or attached to this MSA, and all Purchase Orders, Change Orders and CWAs, and their respective attachments governed by this MSA, contain the complete understanding between the Parties and merges and supersedes all prior representations and discussions pertaining to the Agreement. Further, upon execution of a Purchase Order governed by the Agreement, the provisions of Section 9 ("Non-Disclosure") will supersede the terms of any prior non-disclosure agreement between the Parties pertaining to the subject matter of the Purchase Order. Any changes, exceptions, or different terms and conditions proposed by Implementer, or contained in Implementer's acknowledgement of any Purchase Order or any other form issued by Implementer are rejected unless expressly stated in the Agreement or incorporated by a Purchase Order, Change Order, or CWA. In no event shall any of Implementer's shrink-wrap or click-through terms or agreement (or other electronic agreement), or terms set forth or referenced online or in any documentation provided by Implementer, constitute a part of this Agreement or binding agreement with respect to the Deliverables and Services other than specifically provided in this Agreement, even if a user or officer of Edison purports to have affirmatively accepted such terms.

#### 18.20 Further Assurances.

Implementer 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 Implementer's full performance of the Agreement.

#### 18.21 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.

#### 18.22 Compliance with Export Laws.

Implementer 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.

#### 18.23 Federal Law Requirements.

Implementer agrees it will comply with all Applicable Laws that originate from the federal government, including the following:

(A) Implementer 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) Implementer 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.

(C) Implementer shall submit an Annual Supplier Self-Certification Form accurately describing Implementer's status as either a Large Business or a Small Business as defined in 48 C.F.R § 52.219-8, as such statute may be amended from time to time. Implementer shall notify Edison if information relevant to the accurate determination of Implementer's status under 48 C.F.R § 52.219-8 changes, including but not limited to changes to Implementer's size, classification, or ownership.

## ATTACHMENT 1 – Definitions

Acceptance, Accepts or Accepted	The determination by Edison, upon written notice to Implementer in accordance with Section 6.2, “Edison Acceptance,” of this MSA, that the Services and Deliverables conform to all applicable requirements of the Agreement.
Acceptance Copy	That copy of the Purchase Order that is to be signed by Implementer that indicates that Implementer has received and accepted the Purchase Order.
Accounts Payable Division	The Edison group responsible for receiving invoices and providing payment whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
Affiliate	Any person or entity that directly or indirectly controls, is controlled by, or is under common control with, the indicated person or entity.
Agreement	This Master Services Agreement, together with its exhibits, addenda, appendices, and attachments incorporated into or attached to this Master Services Agreement, as it may be amended from time to time, between Edison and Implementer, and each Purchase Order and Change Order governed by this Master Services Agreement.
Applicable Laws	Any and all acts, codes, statutes, laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, directives, Permits, guidelines, policies and interpretations (to the extent mandatory), as any of them may be amended from time to time, of any government authority, or any department or agency of any government authority, to the extent having jurisdiction over Implementer (and its Affiliates), Edison, the performance of the Services, the Deliverables, the Agreement or in connection with testing, commissioning, demonstration, operation, Acceptance or maintenance of the Services or Deliverables.
Applicable Standards	Those practices, methods, specifications, codes, acts, equipment and standards set forth or referenced in the Agreement; provided that, if no specific practice, method, specification, code, acts, equipment or standard is set forth or referenced in the Agreement for a particular portion of the Services or Deliverables, then the practices, methods, specifications, codes, acts, equipment and standards for those Services or Deliverables shall be those sound and prudent practices, methods, specifications, codes, acts, equipment and standards generally engaged in or observed by professional firms regularly involved in services similar to the Services or Deliverables as well as those applicable

	industry standards and best practices of Implementer's industry.
Authorized Amount	The total sum payable by Edison, or its Affiliate, as applicable, as stated in either a Purchase Order, Change Order or CWA for all Services, Deliverables, Material and equipment, which sum shall be due in accordance with the terms of the Agreement as consideration for the timely performance of the Services and provision of Deliverables, and which may only be adjusted by mutual agreement of the Parties.
Authorized Parties	A Party, and any Affiliate, and their directors, employees, contractors, representatives, suppliers, consultants, agents, auditors, or attorneys.
BES Cyber System	One or more BES Critical Cyber Assets (as the term is defined by the North American Electric Reliability Corporation, as it may be amended from time to time) logically grouped by Edison to perform one or more reliability tasks to promote or maintain the reliable operation of the electric grid and/or Edison's Bulk Electric System. These include facilities, systems, and equipment, which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the electric grid and/or Edison's Bulk Electric System.
BES Cyber System Information	Information about the BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System. Examples of BES Cyber System Information may include, but are not limited to, security procedures or security information about BES Cyber Systems, physical access control systems, and electronic access control or monitoring systems that are not publicly available and could be used to allow unauthorized access or unauthorized distribution; collections of network addresses; and network topology of the BES Cyber System.
Bulk Electric System or "BES"	The electrical generation resources, transmission lines, interconnections with neighboring transmission systems, and associated equipment, generally operated at voltages of 100 kV or higher. This definition is subject to exemptions and inclusion of resources, lines and other elements that do not fit the foregoing definition, if such exemptions or inclusions are required by energy industry regulatory agencies including (but not limited to) the North American Electric Reliability Corporation and the Federal Energy Regulatory Commission. If Implementer is involved in a NERC CIP Project or any project involving BES Cyber System Information, Implementer must be familiar with such exemptions and inclusions.

Business Continuity Plans	Business Continuity Plans for the Services or Deliverables and supporting facilities include: (1) written disaster recovery plans for critical technology and infrastructure, including communications networks or manufacturing capability or capacity; (2) proper risk controls to enable continued performance under the Agreement in the event of a Disaster, and (3) demonstrated capability to provide uninterrupted Services or Deliverables during the Disaster within the recovery time objectives specified by Edison.
Change Order	A document issued by Edison and accepted by Implementer in accordance with Section 4.5 (“Purchase Orders; Change Orders”); which sets forth the revisions to a Purchase Order, together with any documents incorporated therein. A Change Order may also be referred to as a “New Purchase Order Version”.
Claiming Party	The meaning set forth in Section 5.1 (“Excused Performance”) of this MSA.
Confidential Information	All written or recorded or oral information, data, analyses, documents, and materials furnished or made available by the Disclosing Party to the Receiving Party in connection with the Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the Receiving Party to the extent containing or based upon Disclosing Party’s Confidential Information. All non-public Edison Data, including but not limited to Critical Energy Infrastructure Information, BES Cyber System Information and EPI is Edison Confidential Information regardless of whether it is marked as “confidential” or “proprietary.” Edison’s Confidential Information shall also include the existence of the Agreement and its terms and conditions. Confidential Information does not include information, data, analyses, documents, or materials that: (1) are, when furnished, or thereafter become available to the public other than as a result of a disclosure by the Receiving Party, (2) are already in the possession of or become available to the Receiving Party on a nonconfidential basis from a third-party who had a lawful right to disclose this information without any obligation to restrict its further use or disclosure; or (3) the Receiving Party can demonstrate that this information has been independently developed without a violation of the Agreement.
Contractor’s Work Assignment or “CWA”	An Edison document, which, in some cases, may consist entirely of a SOW (in which case, all references in the Agreement to “CWA” shall be read as “SOW”) initiated by Edison under a Purchase Order governed by the MSA and accepted by Implementer, which authorizes Implementer to perform the specific Services or provide specific Deliverables at the rates set forth in the Purchase Order, states the

	maximum amount authorized for the CWA and the Services Schedule for the performance of those Services, the Deliverables, the Acceptance criteria, and other requirements for those Services or Deliverables.
Corporate Communications Department	The Edison group responsible for control of the use of Edison’s name and intellectual property whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
Corporate Environment, Health and Safety Asbestos Program Manager	The Edison manager responsible receiving asbestos notifications whose specific title may be updated from time to time. Any questions about the identity of this manager should be addressed to the Edison Representative or Procurement Agent.
Corporate Security Department	The Edison group responsible for physical security whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.
CPUC	California Public Utilities Commission.
Critical Cyber Assets	Those certain cyber assets as defined by NERC CIP Standard CIP-002-3- Cyber Security- Critical Cyber Asset Identification.
Critical Energy Infrastructure Information or “CEII”	Critical Energy Infrastructure Information (“CEII”) includes specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that: (1) relates details about the production, generation, transmission, or distribution of energy; (2) could be useful to a person planning an attack on critical infrastructure; and (3) gives strategic information beyond the location of the critical infrastructure.
Cyber Incident	A Cyber Incident is (a) any unauthorized access to, use of, or other breach in the security of Implementer’s Information Systems that contain Edison Data, or any other accidental or unauthorized access to, interception of, acquisition, disclosure, use, modification, loss, damage, or destruction of Edison Data; or (b) if caused by the action or inaction of Implementer, any unauthorized access to, use of, or other breach in the security of Edison’s Computing Systems, or any unauthorized access to, interception of, disclosure or acquisition of Edison Data caused by the action or inaction of Implementer, Implementer’s affiliates or Implementer’s Subcontractors.
Cyber Requirements	Exhibit 10 (“INFORMATION SECURITY, CYBERSECURITY, AND PRIVACY REQUIREMENTS FOR SUPPLIERS”). <b>Note</b>

	that references to "Supplier" in Exhibit 10 refer to "Implementer".
DBE	Diverse Business Enterprise, as defined by the CPUC.
Deliverables	The Documentation, Material and any other works and Services or Deliverables delivered by Implementer to Edison under the Agreement.
Deliverables and Services Requirements	The requirements and specifications, as determined by Edison, that the Deliverables and Services must meet in order to be Accepted by Edison.
Disaster	An unanticipated incident or event, technological accidents, public health emergencies, or human-caused events, that may cause a material Service or Deliverable, critical application, manufacturing capability or capacity, or communications network to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage or other business interruption without any reasonable prediction for recovery.
Disclosing Party	The Party who provides or makes available its Confidential Information to the Receiving Party.
Documentation	Any and all information, materials and reports in any media or format, including computer disk or electronic mail.
Edison	Southern California Edison Company.
Edison Data	Any non-public information whether or not designated by Edison or its representatives as Confidential Information at the time it is provided or made available to Implementer, and all information Implementer derives from such information.
Edison Indemnitee	Edison and its Affiliates, and Edison's and its Affiliates' respective officers, directors, employees, agents, representatives, successors, and assigns.
Edison Personal Information or "EPI"	Any information in the possession or under the control of Edison or any of its Affiliates, or that is furnished or made available by Edison or any of its Affiliates to Implementer, that identifies an individual, or that relates to, describes, or is capable of being associated with, an identifiable individual (whether Edison employee, customer, or otherwise), including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, medical information or health insurance information, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, combination of online account user name/ID and password and/or security question together with the answer, or information regarding the individual's electric



	energy usage or electric service, including, without limitation, service account number, electricity demand (in kilowatts), monthly billed revenue, credit history, rate schedule(s), meter data, or number or type of meters at a premise. EPI includes “personal information” as defined in The California Consumer Privacy Act, California Civil Code Section 1798.100 – 1798.199.
Edison Policies	Those policies and procedures provided by or on behalf of Edison or an Affiliate to Implementer that govern the performance of the Services or other obligations of Implementer and the creation of the Deliverables. All such policies and procedures provided to Implementer are incorporated in, and become a part of, this Agreement.
Edison Representative	The Edison employee designated to direct, coordinate, expedite, inspect, and approve the Services and Deliverables.
Edison’s Computing Systems	Edison’s and its Affiliates’ respective Information Systems, computers, servers, applications, files, electronic mail, electronic equipment, wireless devices, databases, data storage and other data resources, and Edison-sponsored connections to the internet communications network.
Effective Date	The date set forth on the execution sheet of this MSA.
Event of Default	Any of the events set forth in Section 16.3 (“Termination for Cause”) of this MSA.
Export Laws	Laws concerning the export, re-export, resale or transfer of any export controlled commodity, technical data or software, including without limitation, the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the Department of the Treasury, or other similar laws of any foreign country which pertain to the purchase, sale, license, transfer, importation or exportation of any commodity, technical data or software that Implementer may provide under the Agreement.
FERC	Federal Energy Regulatory Commission.
Field Change Order (FCO)	Document issued from the Jobsite by Edison to Implementer which: (1) authorizes a stated change to the Services or Deliverables; (2) states the estimated time and cost for time and material Services or Deliverables for the change; (3) is signed by the Edison Representative and the Implementer representative; and (4) is incorporated into a Purchase Order by a Change Order.
Force Majeure Event	Any event or circumstance, or combination of events or circumstances, that arises after the Effective Date, is beyond the reasonable control of, and not the result of the negligent

	<p>or intentional actions or omissions of, or caused by, the Claiming Party, and is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence, including compliance with its applicable Business Continuity Plans, of the Party claiming the Force Majeure Event.</p> <p>Without limiting the generality of the foregoing, events that may give rise to a Force Majeure Event include acts of God, natural disasters, fires, earthquakes, lightning, floods, storms, Disasters, civil disturbances, terrorism, riots, war, and the action of or failure to act on the part of any government authority having or asserting jurisdiction that is binding upon the Parties and has been opposed by all reasonable means. "Force Majeure Event" shall not include: strikes or other labor actions; any late deliveries, shortages, or unavailability of labor, equipment, or materials or events that affect the cost of labor, equipment or materials; economic hardship (including lack of money); delays in transportation (including delays in clearing customs) other than delays in transportation resulting from Force Majeure Events; changes in Applicable Laws; actions of a government authority with respect to Implementer's compliance with Applicable Laws or Permits; any failure by the Implementer to obtain or maintain any Permit it is required to obtain or maintain; and any other act, omission, delay, default or failure (financial or otherwise) of a Subcontractor.</p>
<p>Hazardous Material</p>	<p>Any substance, waste, water or material which has been designated as hazardous or toxic by the U.S. Environmental Protection Agency, the California Environmental Protection Agency or other environmental agency now or subsequently authorized to regulate materials in the environment.</p>
<p>Implementer</p>	<p>The entity executing this MSA that is responsible for performing the Services or providing Deliverables under the Agreement as an independent contractor"). Note that "Implementer" is referred to as "Supplier" in Exhibit 10.</p>
<p>Information Security Department</p>	<p>The Edison group responsible for information security whose specific title may be updated from time to time. Any questions about the identity of this group should be addressed to the Edison Representative or Procurement Agent.</p>
<p>Information System(s)</p>	<p>Any information system(s) including, but not limited to, internet services, computer systems, hardware, software, peripherals, data networks, broadband or telecommunications systems, servers, wireless communication systems, high-speed connectivity, cabling and other information or communication systems, regardless of the method of access to any of the foregoing, which may include but not be limited to via APIs, integration scripts, passwords, tokens or keys.</p>

Jobsite	The Edison, its Affiliate, or third-party property where the Services are to be performed or Deliverables are to be created or provided as stated in the Purchase Order and as designated by Edison or its Affiliate(s), as applicable.
Material	Equipment, materials and supplies to be purchased by Implementer as stated in the Purchase Order.
MSDS	Material Safety Data Sheets.
NERC CIP Confidential Information	Information that Edison, or a governmental agency of competent jurisdiction, has determined relates to Edison's Critical Assets, Critical Cyber Assets, Electronic Security Perimeter, Physical Security Perimeter, or Edison's Bulk Power System as those terms are defined in the then-current NERC CIP standards, which may be found at the following URL: <a href="http://www.nerc.com">http://www.nerc.com</a> ) and which must be protected pursuant to those standards, including but is not limited to, operational procedures, lists as required by NERC CIP Standard CIP-002, network topology or similar diagrams, floor plans of computing centers that contain Critical Cyber Assets, equipment layouts of Critical Cyber Assets, disaster recovery plans, incident response plans, and security configuration information.
NERC CIP Project	Work to be performed by Implementer that: (1) requires Edison to comply with cybersecurity regulations imposed by the North American Reliability Corporation (NERC) or by the Federal Energy Regulatory Commission (FERC), and (2) is identified by Edison as such in a Statement of Work or Purchase Order.
Party or Parties	The meaning set forth in the preamble to this Master Services Agreement.
Permits	Any and all permits, clearances, licenses, certifications, classifications, authorizations, consents, filings, exemptions, or approvals from or required by Applicable Laws or any government authority that are necessary for the performance or use of the Services or Deliverables.
Personnel	Implementer's owners, principals, employees, temporary personnel, day laborers, agents and representatives, and Subcontractor's Personnel involved in the performance of Implementer's obligations under the Agreement.
Prevailing Wage Laws	Applicable Laws, including CPUC decisions, orders or rules, concerning prevailing wages to be paid.
Pricing	All applicable pricing payable by Edison to Implementer for the Services and Deliverables set forth in the applicable Purchase Order.

Procurement Agent	The procurement agent for Edison or its Affiliate, as the case may be, responsible for a Purchase Order.
Prohibited Items	Any pyrotechnics, explosives, firearms, weapons, alcoholic beverages, illegal drugs, or any items associated with those items.
Proprietary Rights	All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), services marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.
Purchase Order	A document issued by Edison or its Affiliate, as the case may be, to Implementer which is governed by the Master Services Agreement, and which describes the specific Services and Deliverables to be furnished by Implementer, specifies any terms specific to those Services and Deliverables, along with other referenced or incorporated documents, including any Statement of Work and as may be amended from time to time by a Change Order.
Receiving Party	The Party to whom the Disclosing Party's Confidential Information is disclosed or made available, including any of its Authorized Parties.
Recovery Period	The period of time from the occurrence of a Force Majeure Event until the date Implementer resumes performing the Services or manufacturing and providing the Deliverables.
Service Requirements	The applicable technical, design and performance characteristics, metrics and specifications of the Service and/or Deliverable as may be described or incorporated by reference in the applicable SOW or Purchase Order.
Services	The services to be performed by the Implementer, or which Implementer causes the Subcontractor to perform, the creation, provision, or furnishing of Deliverables, production of Documentation, and all other obligations of Implementer as required by the Agreement, and as may be described in a Purchase Order.
Services Schedule	The agreed to schedule for performance of the Services and delivery of the Deliverables as set forth in the applicable SOW or Purchase Order.

Statement of Work or "SOW"	A document governed by the MSA, which may include the following: the amount authorized for the Services and Deliverables, the Services Schedule for the performance or delivery of those Services, the requirements or specifications for the Services and Deliverables, the criteria for Acceptance, additional requirements and other pertinent information to be performed or delivered pursuant to the SOW and the MSA. A SOW may also be referred to as a "Specification".
Subcontractor	A third-party to whom Implementer delegates a portion of its performance obligations under the MSA.
Subcontractor Personnel	Subcontractor's owners, principals, employees, temporary personnel, day laborers, agents and representatives involved in the performance of Implementer's obligations under the Agreement.
Valid Invoice	The invoice which: (1) is dated and submitted to the Edison Accounts Payable Division or electronic procurement system, addressed as stated in the applicable Purchase Order; (2) references the applicable Purchase Order number and appropriate line item number provided by Edison; (3) is for Services that have been received or Deliverables that have been Accepted prior to the date of the invoice; (4) includes information and supporting documentation sufficiently detailed for Edison to ascertain the charges; and (5) is submitted in accordance with the applicable provisions of Section 3 ("Commercial Terms") of this MSA.