

TERMS AND CONDITIONS FOR MATERIALS AND RELATED SERVICES

In consideration of the payments to be made and obligations to be performed by Edison, Consultant shall perform the specified Work and its other obligations as an independent contractor (not as an employee or agent of Edison), all as set forth in the Purchase Order which incorporates these Terms and Conditions for Materials and Related Services. These Terms and Conditions for Materials and Related Services together with any attachments and Exhibits and other documents incorporated herein ("Terms and Conditions") and the Purchase Order that incorporates these Terms and Conditions (collectively, the "Agreement") are between Edison Material Supply LLC (EMS) and Contractor. EMS and Contractor may be referred to in these Terms and Conditions individually as a "Party" and collectively as the "Parties." Unless otherwise defined in these Terms and Conditions, capitalized terms used in these Terms and Conditions shall have the meanings set forth in the "Definitions" document located on Southern California Edison Company's ("Edison") website at <http://www.sce.com/supplierterms> and incorporated herein by reference as though fully set forth. The following documents are located on Edison's website at <http://www.sce.com/supplierterms> in the "Exhibits" drop down menu under the Supply Chain Management Terms & Conditions heading and, unless expressly excluded in the applicable Purchase Order, are incorporated herein by reference as though fully set forth: "Buy America Exhibit (Material Ts&Cs)"; "Diverse Business Enterprise Subcontracting Program"; "Information Security, Cybersecurity and Privacy Requirements for Suppliers"; "Joint Procurement"; "Major Materials Procurement". Prior to accepting the Purchase Order, Contractor must notify the Edison Representative and the Procurement Agent if Contractor is unable to meet any of these requirements. Contractor acknowledges that its failure to satisfy the requirements of these documents during the Term may constitute a Contractor Event of Default. For purposes of these Terms and Conditions and "Services" shall mean Work.

Contractor consents to, and agrees that EMS may resell, assign and transfer to Edison the right to receive Contractor's performance of any Work, provision of Deliverables or other obligations under a Purchase Order and the right to receive and enforce any benefits rendered by Contractor under a Purchase Order, including without limitation, all warranties, indemnities and insurance coverages under the Agreement.

1. REPRESENTATIONS OF CONTRACTOR

1.1 Contractor hereby represents and warrants to EMS that: (A) Contractor is an equal opportunity employer and, as required by 41 CFR 60-1.4(a), does not and will not discriminate in employment and personnel practices (including hiring, transferring and promotion practices) on the basis of race, sex, age, disability, religion, national origin, color, sexual orientation, gender identity, or any other basis or characteristic prohibited by Applicable Laws; (B) There are and have been no unfair labor practice complaints against Contractor in connection with its business which materially or adversely affects the business of Contractor; (C) Contractor is not and has not been a party to any current, pending, threatened or resolved enforcement action of any government agency, or any consent decree or settlement with any governmental agency or private person or entity regarding any failure in Contractor's data security safeguards, or otherwise regarding information privacy or security; and (C) Contractor has read and understood Edison's "Information Security, Cybersecurity and Privacy Requirements for Suppliers" ("Cyber Requirements"), and Contractor is fully compliant with the Cyber Requirements. Contractor further warrants that, throughout the term of the Agreement and as required in Section 18.13 ("Survival"), Contractor will continue to comply fully with the Cyber Requirements; and (D) To the extent the applicable Purchase Order is funded by or the Work or Deliverables involve activities subject to a contract or subcontract with a state or federal entity, Contractor is qualified and shall remain qualified to perform the work for such entities.

2. COMMERCIAL TERMS

2.1 Invoice Time Limits. Subject to Section 2.6 ("Disputed Charges") of these Terms and Conditions, EMS shall pay Contractor for the applicable Work and Deliverables 60 days after EMS's receipt of a Valid Invoice. Each Valid Invoice shall list the Purchase Order number and, the appropriate line item number or CWA covered by the invoice. If Contractor fails to submit a Valid Invoice to EMS within 180 days following Contractor's performance of the Work or delivery of the Deliverables that would be the subject matter of that Valid Invoice, then Contractor waives its right to payment for the Work or Deliverables and EMS and Edison are relieved of any obligations to pay for the invoiced Work or Deliverables.

2.2 Work Performed or Deliverables Provided on a Fixed Price Basis. If the Work to be performed or Deliverables is to be provided on a fixed price basis, the following additional provisions shall apply: (A) Timing. Except as otherwise set forth in the applicable Purchase Order, a single Valid Invoice shall be submitted upon shipment of the Material and other Deliverables and completion of the Work for a lump sum payment of the fixed price. (B) Monthly: Percentage Completion. If the applicable Purchase Order provides for monthly payments, Valid Invoices shall be submitted within ten days following the end of the month in which the Work was performed or the Deliverables Accepted. The Valid Invoice shall list by task the Work performed or Deliverables provided in the prior month, and a detailed description of any separately billed items authorized by the Purchase Order. If the Work or Deliverables is to be paid on a percent completed basis, as stated in the Purchase Order, then the Valid Invoice shall also include the percent of total Work performed by the Contractor in that prior month. Each Valid Invoice shall include the current monthly amount being invoiced, the cumulative amount invoiced to date, the accumulative retained amount,

and the total fixed price. (C) Payment Milestones. When EMS agrees in writing that a payment milestone has been completed, Contractor shall submit a Valid Invoice for that milestone amount.

2.3 Work Performed or Deliverables Provided on a Time and Material Basis. If the Purchase Order provides that the Work will be performed or the Deliverables 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 Work 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 Work performed or Deliverables provided by exempt personnel must only be charged at straight time rates. (2) Contractor shall complete the Work or Deliverables within the Authorized Amount and in accordance with the Work Schedule. Contractor shall give notice to the Procurement Agent and the Edison Representative at such time that it becomes reasonably apparent that the forecasted cumulative charges will exceed the Authorized Amount. Contractor shall not proceed with or be reimbursed for any Work performed or Deliverables provided either beyond the effective period of applicable Purchase Order, or exceeding the Authorized Amount, without the written authorization of a Change Order issued by the Procurement Agent.

B. Labor Related Costs on a Time and Material Basis. Contractor shall invoice EMS at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work or provision of the Deliverables by Contractor's employees. These fixed hourly rates shall include all related costs including salaries, wages, statutory payroll taxes, and insurance costs such as the costs required by the Federal Insurance Compensation Act, federal unemployment insurance, state unemployment insurance, and workers' compensation insurance, employee benefits, and all overhead and administrative support and costs.

C. Monthly Invoices. Contractor shall submit Valid Invoices for its time and material costs on a monthly basis within ten days following the end of the month in which the Work was performed or the Deliverables provided.

2.4 Taxes. Neither EMS nor Edison shall be liable for taxes on any Work performed under the Agreement. If taxes are due on any Materials, other Deliverables or incidentals, they must be approved by the Edison Representative in writing for EMS to be obligated to pay the taxes. If taxes are approved, Contractor shall separately identify on invoices the non-taxable portion of the price for any Material, Work or other Deliverables; and the taxable portion with its corresponding sales or use taxes and authorized freight charges. Each Party shall provide and make available to the other Party any resale certificates, information regarding out-of-state or out-of-country sales or use of Material, Work or other Deliverables, and other exemption certificates or information reasonably requested by the other Party.

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

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

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

2.8 Payment Not Acceptance. EMS's payment for the Work or Deliverables shall not constitute Acceptance of the Work or Deliverables.

3. MATERIAL

3.1 Delivery. When the applicable Purchase Order specifies the F.O.B. Point as F.O.B. the place of destination, Contractor shall deliver the Material and Documentation to the F.O.B. Point by the Delivery Date. When the applicable Purchase Order specifies the F.O.B. Point as F.O.B. the place of shipment, Contractor shall deliver the Materials and Documentation to the F.O.B. Point in time for delivery to EMS or Edison's ultimate place of destination by the Delivery Date via standard surface shipping. This delivery is essential to maintain the operating schedule of Edison's facilities. Contractor shall promptly notify Edison's Procurement Agent and the Edison Representative of any condition affecting the Delivery Date. Deliveries may be expedited by EMS or its designee. EMS shall have the option to accept or return deliveries which vary from the specified Delivery Date or quantities (except for authorized partial shipments). Delivery of the Material shall not be earlier than thirty (30) days prior to the Delivery Date unless approved by the Edison Representative.

3.2 Packaging and Labeling. Contractor shall package, crate, load and secure all shipments to comply with the Specification and all Applicable Laws to assure sufficient protection to prevent in-transit damage of the Material. All items or their containers shall be piece-marked with the Purchase Order number if available, brief description of Purchase Order item, material code, and release number. Items disassembled for shipment shall be match-marked. Unpainted surfaces and openings shall be protected from impact and weather damage.

3.3 Ownership, Title and Risk of Loss. (A) The title and risk of loss or damage to the Material and Documentation passes from Contractor to EMS at the F.O.B. Point. Title shall be free and clear of any and all liens and encumbrances. (B) If Contractor removes and ships any part of the Material or Documentation from the Jobsite for correction of defects, Contractor shall have risk of loss commencing when such part or the Documentation is removed and continuing until it is reinstalled. (C) When the applicable Purchase Order specifies the F.O.B. Point as F.O.B. place of shipment, and the Material is received at its destination in a damaged condition, Contractor shall supply evidence that the Material was properly packaged and secured to withstand normal transportation conditions. If a claim for such damage is denied by the carrier on the basis that such damage was attributable to Contractor, Contractor shall repair or replace the damaged Material as if the F.O.B. Point were F.O.B. place of destination.

3.4 Edison Representative. Contractor will only take instructions with regard to performance of the Work or delivery of the Deliverables from the Edison Representative, the Procurement Agent or another individual designated by the Edison Representative in writing. If any Personnel receive any instructions from anyone other than the Edison Representative, Contractor shall promptly confirm these instructions with the Edison Representative.

3.5 Subcontractors. Contractor shall not subcontract any portion of the Work or Deliverables without the written consent of the Edison Representative, except that Contractor may subcontract any portion of the Materials without written consent, unless otherwise required by the applicable Purchase Order. Contractor shall at all times be responsible and liable for the Work, and for the acts and omissions of Subcontractors and Personnel as though the acts or omissions were those of the Contractor including, without limitation, indemnifying Edison for such acts or omissions under Section 13 ("Indemnification").

3.6 Schedule. Time is of the essence for Contractor to perform the Work and provide Deliverables. If the Contractor falls behind the Work Schedule in performance of the Work or provision of the Deliverables due to causes other than a Force Majeure Event under Section 5 of these Terms and Conditions, Contractor shall, at no additional cost to EMS or Edison, accelerate the performance of the Work or provision of the Deliverables to meet the Work Schedule.

3.7 Liens. Contractor shall deliver all Work and Deliverables free and clear of any liens or encumbrances. If a lien or a stop notice is filed against the Jobsite or any EMS or Edison property by an entity which has supplied Work or Deliverables to or for Contractor (or its Subcontractors), Contractor 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 EMS's election. Upon EMS's request, Contractor shall provide evidence that the lien or stop notice has been released, discharged or secured. If Contractor fails to furnish adequate evidence within ten calendar days of the demand, EMS may discharge the indebtedness and deduct the total of all costs and fees from any money owed to Contractor.

3.8 Replacement Parts. Contractor agrees to sell EMS replacements parts for the Material under the Agreement.

3.9 Scope. The Agreement is intended to cover all requirements necessary to furnish the Work and Deliverables. Unless expressly excluded in the Agreement, any and all equipment, labor, material and services not indicated therein but which are necessary to provide the Work and Deliverables in a proper, substantial and workmanlike manner within the scope of the Agreement, shall be furnished by Contractor for the price set forth in the Agreement.

4. CHANGES

4.1 Purchase Orders; Change Orders. The Purchase Order that incorporates these Terms and Conditions, may modify the terms of these Terms and Conditions. Any changes to a Purchase Order, including the Services, the Deliverables, the Authorized Amount, the Schedule, or other terms and conditions for Contractor's performance of the Work, will be evidenced by a Change Order issued by EMS to Contractor. Unless Contractor promptly notifies the Procurement Agent of the rejection of a Purchase Order, upon Contractor's receipt of a Purchase Order or Change Order, Contractor shall promptly comply with the Purchase Order or Change Order, and shall evidence acceptance of the Purchase Order or Change Order by (i) promptly executing the Acceptance Copy of the Purchase Order or Change Order and returning the Acceptance Copy to the Procurement Agent, or (ii) accepting the Purchase Order or Change Order in Edison's electronic procurement system. Despite Contractor's failure to accept, execute or return a Purchase Order or Change Order or an Acceptance Copy of a Purchase Order or Change Order, Contractor's acceptance of the terms of the Purchase Order or Change Order will be deemed to have occurred when: (1) Contractor delivers any Deliverables or performs any Work (in whole or in part) that are the subject matter of the Purchase Order or Change Order, (2) EMS receives an invoice for any Deliverables or Work (in whole or in part) that are the subject matter of the Purchase Order or Change Order, or (3) Contractor accepts payment for any Deliverables or Work (in whole or in part) that are the subject matter of the Purchase Order or Change Order.

4.2 Process for Changes to the Work or Deliverables. Edison, EMS or Contractor at any time may initiate a request for a change in the Work or Deliverables by advising the other Party of the requested change in writing. These changes may be made with a Change Order, Field Change Order (FCO), or Contractor Work Assignment (CWA), as directed by the Edison Representative or the Procurement Agent. If Contractor believes that a requested change will increase or decrease its cost of performing the Work or providing the Deliverables, lengthen or shorten the time needed for completion of the Work or Deliverables, or require a modification of any other provision of the Agreement, it shall promptly notify the Edison Representative and the Procurement Agent, setting forth its justification for and the expected effect of these changes. The Authorized Amount

and Work Schedule shall be equitably adjusted, if required, to account for the agreed-to changes and shall be set forth in a Change Order. All CWAs shall be approved by a duly authorized representative of Contractor and the Edison Representative prior to the start of the Service authorized in the CWA. Contractor shall not proceed with or be reimbursed for any Work performed under a CWA which exceeds the Authorized Amount of the CWA, or extends beyond the Work Schedule set forth in the CWA. Whenever it becomes apparent that the estimated cost or time to perform the Work will exceed the CWA's Authorized Amount or Work Schedule, Contractor shall promptly give notice to the Edison Representative for authorization to proceed. Any changes to a CWA or Change Order proposed by Contractor shall comply with this Section 4.2 of these Terms and Conditions. Contractor acknowledges that exceptions 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. The CWA may not change the total Authorized Amount or effective period of the applicable Purchase Order or suspend or terminate the Work.

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. If, because of a Force Majeure Event, either Party is unable to perform its obligations under the Agreement, then, subject to Section 5.3 of these Terms and Conditions, the Claiming Party shall be excused from whatever performance is affected by the Force Majeure Event only to the extent affected; provided: (A) The Claiming Party gives notice to the other Party no more than five days after the initial occurrence of the claimed Force Majeure Event and describes the details of the event and any effect on the Claiming Party's performance of its obligations under the Agreement; (B) No more than five days after that initial notification, the Claiming Party provides sufficient proof to establish that the occurrence constitutes a Force Majeure Event; (C) The suspension of performance of Work or provision of the 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 Work or provide the Deliverables; and (E) That as soon as the Claiming Party is able to resume performance of its obligations under the Agreement, it shall do so and shall promptly give the other Party notice of this resumption.

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 Prolonged Force Majeure Event. (A) If Contractor is unable to provide the Work, Deliverables, or a portion of the Work or Deliverables, in accordance with the terms of the Agreement because of a Force Majeure Event for a period of more than two (2) business days, then Edison may, at its option, with notice to Contractor: (1) Take all action as is reasonably necessary to restore the impacted Work, Deliverables, or the manufacture and provision of Materials, including taking control of the impacted Work, Materials or other Deliverables, or engaging a third-party provider to provide the Work, Materials or other Deliverables; (2) Manufacture and provide substitute Materials, in which case Contractor will reimburse any reasonable expenses that EMS or Edison incurs itself or in engaging any other third-party service provider to provide the Work, Deliverables or to manufacture and provide substitute Materials during the period from the occurrence of the Force Majeure Event and throughout the Recovery Period. (B) EMS or Edison will provide reasonable substantiation for any expenses and will use reasonable efforts to mitigate any damages under this Section 5. EMS 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 (e.g., impacted month).

6. ACCEPTANCE

6.1 Acceptance Procedure. EMS or Edison shall perform tests and inspections on the Material and Documentation within a reasonable time after receipt to determine compliance with the Agreement. Material and Documentation are deemed Accepted upon notice from EMS or Edison to Contractor. EMS and Edison shall be allowed access to Contractor's and Subcontractors' facilities to inspect, observe tests, expedite manufacture, and obtain data for the Material and Documentation. If EMS or Edison determines that the Material or Documentation does not conform to the requirements of the Agreement, EMS or Edison shall give notice to Contractor of any errors or deficiencies and elect whether Contractor shall either (1) correct or replace any non-conforming Material or Documentation, or (2) issue credit to EMS for the value of that non-conforming Material or Documentation. Contractor shall correct, rework or replace any non-conforming Material or Documentation so that it conforms to the requirements of the Agreement and return the corrected Material and Documentation to EMS or Edison F.O.B. the place of destination no later than 15 days (or other time period agreed upon by the Parties) after Contractor's receipt of notice of non-Acceptance. This correction shall be performed by Contractor at no additional charge to EMS or Edison. For any portion of the Material or

Documentation which does not conform to the requirements of the Agreement, a corresponding portion of the price may be withheld until such nonconformance is corrected.

6.2 **Non-Acceptance Remedies.** Upon redelivery of the Material and Documentation to EMS or Edison, EMS or Edison shall review the Material and Documentation, and EMS or Edison shall advise Contractor within a reasonable time period whether it Accepts or rejects the Material or Documentation. After two attempts by Contractor to correct the Material and Documentation, if EMS or Edison determines the Material and documentation fail to conform to the requirements of the Agreement, the Material and Documentation shall be conclusively deemed to not conform to the requirements of the Agreement and EMS and Edison shall be entitled, at its option, to either: (A) Acceptance of non-conforming Material and Documentation, subject to reduction in the applicable charges payable, as determined (1) by agreement of the Parties, or (2) if the Parties cannot agree to the amount of reduction within 30 days after either EMS or Edison requests a reduction, in accordance with the procedures in Section 17.2 of these Terms and Conditions; or (B) reject the Material and Documentation and receive a refund of any amounts EMS paid Contractor for that Material and Documentation; or (C) terminate the Agreement due to a Contractor Event of Default in accordance with Section 16.3(A) of these Terms and Conditions.

7. WARRANTIES

7.1 **Warranty.** Contractor warrants to EMS and Edison that: (A) The Work and Deliverables shall be free from defects in workmanship, design, and materials, and conform to the requirements of the Agreement ("Warranty"); (B) replacement parts for the Material shall be the same in fit and function as with the original Material. Unless otherwise specified in the Agreement, all Material, including replacement parts, shall (i) be new; (ii) be manufactured by the Contractor or another company specified in the item description; (iii) be manufactured of new, unused components; (iv) not in any way be refurbished; and (v) not be acquired by Contractor through the surplus market.

7.2 **Warranty Period.** (A) The Warranty period for Work and Deliverables shall be for one (1) year commencing upon the earlier of: (i) Acceptance; or (ii) unless Edison or EMS has given notice to Contractor of the Work's or Deliverable's nonconformance, the expiration of 180 days after performance of the Work or receipt of the Deliverables by EMS or Edison. (B) The Warranty period for replacement parts shall be for one year commencing upon the earlier of (i) installation, or (ii) 18 months from the date of Edison's receipt of the replacement parts.

7.3 **Remedies.** Upon discovery of any defective or nonconforming Work or Deliverables during the Warranty period, Contractor shall at its own expense and at Edison's option, either (A) correct, replace, or re-perform the Work or Deliverables, or (B) issue a refund or credit to EMS for the defective or nonconforming Work or Deliverables. If defective or nonconforming Work or Deliverables results in damage to Edison's tangible or intangible property, Contractor shall repair or replace that property to the same condition as prior to the performance or delivery of the Work or Deliverables. Planned corrections must be approved by the Edison Representative prior to Contractor's start of any corrective Work or Deliverables. If Contractor fails or refuses to correct or re-perform the defective or nonconforming Work or Deliverables, EMS and Edison may correct or replace the defective or nonconforming Work or Deliverables and either deduct the total cost from any money owed to Contractor, or make an equitable adjustment in the price paid under the applicable Purchase Order. Contractor shall be responsible for and shall pay for any disassembly, removal, shipment, installation and re-assembly costs incurred because of Warranty repairs or replacement. The Warranty period for such corrected or replaced Material shall be for the same duration as the original Warranty period (as specified in Section 7.2 of these Terms and Conditions); however, this Warranty shall begin upon Acceptance of corrected or replaced Material. Where practicable, Contractor shall perform corrective work at the Jobsite to minimize the down time of the Material and shall comply with all Jobsite work rules.

7.4 **Assignment of Original Equipment Manufacturer Warranties.** Contractor shall assign to Edison or obtain for Edison's benefit the manufacturer's warranties for all Material not manufactured by Contractor.

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

7.6 **Latent Defects.** If any breach of any warranty contained in this Section 7 shall appear in the Deliverables or Work, or EMS or Customer observes or discovers any defective or nonconforming Deliverables or Work that would not have been revealed to EMS or Customer during the applicable warranty period despite EMS or Customer's exercise of reasonable due diligence in utilizing the Deliverables or Work, the warranty period shall be extended to effect the repair or replacement of such Deliverables or Work, provided that notice of such defect or nonconformity shall have been given to Contractor within five (5) years following the date of Acceptance.

8. PROPRIETARY RIGHTS

8.1 **Edison's Rights in New Proprietary Rights.** Proprietary Rights created, conceived, developed, or reduced to practice by Contractor for EMS or Edison during the performance of the Work shall be the property of EMS or Edison. To the extent any Proprietary Rights are deemed not to be a "work for hire" under any Applicable Law, Contractor, at its own expense, irrevocably

assigns, transfers, and conveys to EMS and Edison, and Contractor shall cause its subcontractors, representatives, and agents to assign, transfer, and convey to EMS and Edison, all of its and their right, title, and interest to the Proprietary Rights in the Work or Deliverables created for Edison or EMS throughout the world.

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

8.3 Third-Party Proprietary Rights. If the Deliverables or performance of the Work uses the Proprietary Rights of others, Contractor shall obtain, and assign to Edison, at its own expense, all worldwide, irrevocable, perpetual, and royalty-free licenses for those Proprietary Rights that are integral with the Deliverables and Services or are reasonably desirable for Edison's complete enjoyment of the Work or 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 Proprietary Rights contained in the Work or Deliverables, and to assign or grant sublicenses in the Work or Deliverables to others including Edison's Affiliates.

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

8.5 EMS and Customer Rights in Edison Data. As between EMS and Customer, on the one hand, and Contractor on the other, EMS and Customer own all Edison Data and information derived therefrom. Contractor shall access, use and disclose Edison Data solely as permitted in this Agreement to provide the Work or as otherwise directed in writing by EMS or Customer, including as permitted or required under the Cyber Requirements.

9. MUTUAL NONDISCLOSURE

9.1 Obligation to Keep Confidential. (A) Subject to the additional restrictions of Section 9.1(B), Receiving Party shall, and shall cause its Authorized Parties to, for the greater of the following periods: (1) five years from the date of receipt of the Confidential Information, (2) for so long as the Confidential Information constitutes trade secrets under Applicable Law and (3) with respect to Critical Energy Infrastructure Information, BES Cyber System Information, and EPI, until EMS or Customer provides Contractor with written notice that such information may be distributed or disclosed without restriction, and subject to the additional restrictions of this Section 9.1 (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of that Confidential Information; and (b) use that Confidential Information solely for the purposes of performing its obligations under the Agreement and not for any other purpose. However, Receiving Party may disclose the Disclosing Party's Confidential Information to those of its Authorized Parties who need to know this information for the purposes of performing the Receiving Party's obligations under the Agreement if, prior to being given access to Confidential Information, those Authorized Parties are informed of the information's confidential nature and the requirements of the Agreement, and are directed to comply with the requirements of the Agreement. The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence with at least the same degree of care with which it protects its own confidential and proprietary information. Contractor shall comply with the additional requirements of the Cyber 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 Contractor. Each Party will be responsible for any breach of the Agreement by its Authorized Parties. The requirements of this Section 9 and its subsections extend to Confidential Information created by Contractor for EMS or Customer as a Deliverable. (B) Notwithstanding anything to the contrary in the Agreement, (i) Contractor shall hold BES Cyber System Information, CEII, and EPI in strict confidence, (ii) Contractor shall not sell such information, and (iii) subject to Section 9.3, Contractor shall not retain, use, distribute or disclose such information (a) other than for the purpose of performing the Services, and (b) outside of Contractor's direct business relationship with Edison. Contractor's obligations under this Section 9.1(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 9.1(B) shall survive the termination or expiration of the Agreement. Contractor hereby certifies pursuant to California Civil Code Section 1798.140(w)(2)(A) that Contractor understands and will comply with the restrictions in this Section 9.1(B) with respect to EPI.

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

evaluations and assessments, for use in future projects or procurements, so long as EMS or Edison secures the agreement of the third party in writing to use the information for only these purposes and to otherwise restrict disclosure.

9.3 Legal Compulsion and Duty to Seek Protection and Exception. (A) Subject to Section 9.3(B) of these Terms and Conditions, Receiving Party may disclose the Disclosing Party's Confidential Information to a court, judicial entity, or regulatory authority having jurisdiction over the Receiving Party to the extent necessary to (1) comply with any Applicable Laws, subpoena, or order of any court, judicial entity, or regulatory authority, or any discovery or data request of a party to any proceeding pending before any of the foregoing, or (2) enforce the Receiving Party's rights under the Agreement. (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 the Disclosing Party's 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 Disclosing Party's Confidential Information which is legally required and will exercise its reasonable efforts to obtain assurance that that Confidential Information will be treated as confidential. (C) Notwithstanding anything to the contrary in this subsection, EMS shall not be in violation of this Agreement if it or Edison provides 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 Confidential Information is formally requested and without notice to Contractor.

9.4 Notwithstanding anything to the contrary in the Agreement, Contractor 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 system vulnerabilities that may put a user's cybersecurity interests at risk.

9.5 Ownership and Return of Confidential Information. (A) All Confidential Information shall be and remain the property of the Party providing it. Nothing in the Agreement shall be construed as granting any rights in or to Confidential Information to the Receiving Party, except the right of use in accordance with the terms of the Agreement. Upon written request by the Disclosing Party, the Receiving Party shall destroy or return to Disclosing Party all the Disclosing Party's Confidential Information, except the Receiving Party shall be entitled to keep one copy of the Confidential Information in its archives, except that BES Cyber System Information kept in Contractor's archives may only be kept for a maximum of four years after the Work is complete. The obligations of this Section 9 and of the Cyber Requirements shall continue as long as Contractor 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 EMS or Customer, except as required to comply with or exercise rights provided for by Applicable Laws, Contractor 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 EMS or Customer 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.

9.6 Remedies. The Parties agree that irreparable damage will occur if the confidentiality obligations under the Agreement are not performed in accordance with its terms or are otherwise breached. Accordingly, the Disclosing Party, in addition to any other remedies it may have at law or in equity, will be entitled to seek an injunction or injunctions to prevent breaches of this Section 9 and to enforce specifically its provisions in any court of competent jurisdiction.

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

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

10. COMPLIANCE WITH LAWS AND GOVERNMENTAL APPROVALS

10.1 Compliance with Laws. (A) Throughout performance of the Work, Contractor shall (1) comply with all Applicable Laws, and (2) obtain and maintain on-site all applicable Permits. (B) Contractor shall promptly identify and give notice to the Edison Representative of any changes in Applicable Laws that relate to the performance or use of the Work or Deliverables. (C) Contractor shall be responsible for any fines and penalties arising from any noncompliance by Contractor or its Subcontractors with any Applicable Law or Permits.

10.2 Suspension or Termination of Certifications. If any of Contractor's or Subcontractor's Permits are suspended, revoked, or terminated, Contractor shall give Edison immediate verbal notification, and follow up with notice within five days after that suspension, revocation, or termination of any Permit. Contractor shall cause the Permit to be reinstated within five (5) days of its suspension, revocation, or termination, or Contractor's failure to do so will be considered a Contractor Event of Default under the Agreement.

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

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

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

11. INSURANCE

11.1 Required Insurance. At all times during the term of this Agreement and for such additional periods as may be specified below, Contractor shall, at its own expense, provide and maintain in effect provide and maintain in effect, and shall require each Subcontractor to provide and maintain in effect, those insurance policies and minimum limits of coverage as specified below and any additional coverage as may be required by Applicable Law, with insurance companies authorized to do business in the state in which the Work is to be performed or Deliverables provided, with an A.M. Best's Insurance Rating of not less than A-: VII. In no way do these minimum insurance requirements limit or relieve Contractor of the obligations assumed elsewhere in the Agreement, including but not limited to Contractor's defense and indemnity obligations. Contractor shall require each Subcontractor, at its own expense, to provide and maintain those coverages and minimum limits of coverage consistent with good practices for firms in each Subcontractor's industry for the portion of the Work performed and Deliverables furnished by each Subcontractor. (A) Workers' Compensation Insurance, with statutory limits, as required by the state having jurisdiction over Contractor's employees, and Employer's Liability Insurance with limits of not less than: (1) Bodily Injury by accident - \$1,000,000 each accident; (2) Bodily Injury by disease - \$1,000,000 policy limit; (3) Bodily Injury by disease - \$1,000,000 each employee. (B) Commercial General Liability Insurance, written on an "occurrence," not claims-made basis, covering all operations by or on behalf of Contractor arising out of or connected with the Agreement including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability. This 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 Contractor's owned, non-owned, and hired automobiles in the performance of the Work. (D) Contractor 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. Contractor shall maintain such coverage until the later of: (1) a minimum period of three years following termination or completion of the applicable Purchase Order, or (2) until Contractor has returned or destroyed all Edison Data in its possession, custody or control, including any copies maintained for archival or record-keeping processes.

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 EMS and Edison, and their respective subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Contractor's policies to the contrary. To the extent permitted by law, Contractor and its insurers shall be required to waive all rights of recovery from or subrogation against EMS and Edison, and their respective subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, and insurers. The Commercial General Liability, Commercial Automobile Liability, and Cyber insurance required above shall name EMS and Edison, and their respective subsidiaries, officers, directors, shareholders, agents, and employees as additional insureds for liability arising out of the acts or omissions of Contractor, its employees, or agents and for liability arising out of Contractor's products and services, for both ongoing operations and completed operations.

11.3 Insurance Certificate. Within a reasonable time after the Purchase Order is executed, but in any event prior to the start of the applicable Work, and within a reasonable time after coverage is renewed or replaced, Contractor shall furnish to the Procurement Agent certificates of insurance evidencing the coverage required above, written on forms and with deductibles reasonably acceptable to EMS and Edison. All deductibles, co-insurance, and self-insured retentions applicable to the insurance above shall be paid by Contractor. Contractor shall provide EMS and Edison with at least 30 days' prior written notice in the event of cancellation of coverage. EMS's or Edison's receipt of certificates that do not comply with the requirements of this Section 11, or Contractor's failure to provide certificates, shall not limit or relieve Contractor of the duties and responsibility of maintaining insurance in compliance with the requirements of this Section 11 and shall not constitute a waiver of any of the requirements of this Section 11. EMS's receipt of certificates of insurance, copies of insurance policies, and any other insurance-related documentation from Contractor shall not be deemed an agreement or acknowledgement by EMS that Contractor has fulfilled its obligations under this article, nor shall it relieve Contractor of such obligations, which obligations shall remain in full force.

11.4 Non-Compliance Remedies. If Contractor fails to comply with any of the provisions of this Section 11, Contractor, among other things and without restricting EMS's or Customer's remedies under the law or otherwise, shall, at its own cost and expense, provide the same protections and benefits that an insurer would have, had the insurance been maintained in accordance with the provisions of this Section 11. Contractor shall provide a current, full and complete defense to EMS and Edison, their respective 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 of this Section 11. EMS and Customer shall have the right to withhold payment otherwise due Contractor if Contractor or its Subcontractors are not in compliance with their insurance obligation.

12. COMPLIANCE WITH EDISON POLICIES AND PROCEDURES

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

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

12.2 Removal of Personnel and Return of Badges and Equipment. When and Personnel is reassigned to work other than the Work or Deliverables, or is no longer employed by Contractor or Subcontractor, Contractor shall immediately verbally notify the Edison Representative and, as applicable, Edison's Information Security Department or Edison's Corporate Security Department. Upon receipt of notification, Edison may immediately revoke that person's access which was granted pursuant to Section 12.1, above. Contractor shall confirm such verbal notification by providing notice to the Edison Representative, or designee, within 24 hours of the verbal notification. Contractor shall immediately deliver to Edison all Edison-owned Computing Systems equipment, access badges and other Edison-issued identification, and any other equipment that may have been issued or loaned to such re-assigned or terminated Personnel. If Contractor and Edison agree that such access should be restored, the employee shall be re-processed as set forth in Sections 12.1 and 12.3.

12.3 Jobsite Access Requirements. (A) Compliance with Jobsite Access Requirements. If Contractor or any of its Subcontractor is given access to a Jobsite, then all Personnel shall comply with and subject to these access requirements. Contractor shall reimburse EMS for any costs and expenses incurred due to any breach of this Section 12.3. (B) Denial of

Access. EMS and Edison reserve the right to deny Jobsite access to any employee, representative, agent, or invitee of Contractor or any Subcontractor, at EMS's or Edison's sole discretion. (C) Notification of Convictions. Throughout the term of the Agreement, Contractor shall immediately notify the Edison Representative whenever Contractor becomes aware that 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. Contractor will also immediately remove that employee, representative, or agent from the Jobsite and revoke their access to Customer'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 (3) times a week for a period of 30 days or more must obtain a Jobsite badge from Edison prior to performing the Work. Each such person must submit a complete Temporary Access Authorization Questionnaire or other form as required by EMS or Edison. (F) Escort Requirement. Pending approval of a badge or repeated visitor access, all persons requesting Jobsite access must be escorted by EMS or 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. Personnel on the Jobsite must: (A) Report for work in a manner fit to do their job; (B) Not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician that does not affect that individual's ability to properly and safely perform his or her duties); and (C) Is not currently charged with, convicted of, or on probation or parole for any crime against person or property, or any felony. 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 Contractor's compliance with this Section 12.4, EMS or Edison-authorized representatives may, without notice, search work areas and other common areas, lockers, storage areas, vehicles, persons, or personal effects on EMS or Edison-owned or -leased property at any time, using any reasonable means including detection dog teams. Contractor shall advise its 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. All Personnel who are engaged in the performance of the Work are subject to removal or replacement at EMS's or Edison's sole discretion.

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

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

12.7 Environmental, Health and Safety Requirements. (1) Hazardous Substances and Safety Data Sheets: Prior to performing the Work or providing Deliverables, Contractor shall submit to the Edison Representative a list of all hazardous substances (chemicals and chemical products) to be used in performing the Work or providing the Deliverables. Contractor 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 Contractor 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 Contractor shall produce an SDS for review within fifteen (15) minutes of the SDS being requested by the Edison Representative or by an official from a government agency. SDSs shall comply with the Federal (29 CFR 1910.1200) and California (Title 8, CCR 5194) OSHA Hazard Communication Standards. (2) All containers of hazardous substances (chemicals and chemical products) shall be properly labeled in accordance with Applicable Laws. 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 Contractor at Contractor's expense. 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. 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) Contractor 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 Contractor 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. Contractor shall inform its Subcontractors of the above information. From the time that Contractor enters Edison facilities or begins the Work until the time the Work is completed, Contractor shall, and shall require its Subcontractors to, issue warnings for exposure to chemicals that Contractor may use in connection with the Work or that Contractor 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. Contractor shall also warn the Edison

Representative of any exposure which may continue after Contractor has completed the Work. Such warnings may take the form of an SDS. 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. 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 Contractor will perform Work or provide 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 Work. 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 Work is being performed or Deliverables provided.

12.8 Safety. (1) Contractor shall be solely responsible for the safety of personnel and prevention of accidents connected with or arising out of the performance of the Work or provision of Deliverables. Contractor shall, and shall require its Subcontractors to, provide all necessary safeguards for safety and personnel protection including, but not limited to, posting of danger signs, providing temporary walks, rails, guards, and other safeguards as may be required by regulatory agencies having jurisdiction, and as necessary to protect personnel on the Jobsite, the public, and Edison and Edison personnel, and property from the time that the Work is initiated until custody of the Work or Deliverables or portions thereof are turned over to Edison. (2) Contractor shall implement and maintain a written jobsite safety and accident prevention program which complies with all Federal, State and local occupational health and safety regulations. Such program shall contain special safe work plans and procedures for any unusual risks and hazards unique to the Work or Deliverables and Jobsite characteristics and shall be approved by the Edison Representative prior to commencing any Work or Deliverables at the Jobsite. Contractor shall appoint a qualified safety representative who shall be acceptable to Edison and the Safety Coordinator. Such representative shall have the authority to enforce compliance by all employees of Contractor and Subcontractors with the Jobsite safety program requirements. (3) Any fines, assessments, or penalties assessed against Contractor, Subcontractor, EMS or Edison, by any governmental agency having jurisdiction due to violation by Contractor or Subcontractors of any safety or environmental requirements, shall be at Contractor's expense. (4) If Contractor is ordered by any governmental agency having jurisdiction, to stop the performance of the Work or provision of Deliverables, or take additional measures, due to Contractor's violation of any regulatory requirement, then all costs associated with, or resulting from, such action shall be at Contractor's expense, and any delay associated with such action shall not be construed to be caused by a Force Majeure Event and the Work Schedule shall not be adjusted to account for such delay.

12.9 Subcontracting With Diverse Business Enterprises. (A) As part of its registration in Edison's online vendor contracting platform, Contractor shall submit its pledge to utilize a specified percentage of DBE subcontractors in its performance of the Work or provision of Deliverables. (B) If required by Edison, Contractor shall deliver to Edison, using an electronic reporting tool 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 Work performed or and other Deliverables provided by Contractor to Edison under the Agreement. Contractor also shall develop and deliver to Edison upon Edison's request a DBE plan to utilize DBE subcontractors in its performance of the Work or provision of the Deliverables in accordance with Diverse Business Enterprise Subcontracting Commitment and Reporting Requirements. Contractor's failure to deliver to Edison this monthly report, shall constitute a Contractor Event of Default under the Agreement.

13. INDEMNIFICATION

13.1 Indemnification by Contractor and Subcontractors. Contractor shall, indemnify, defend and hold harmless each Edison Indemnitee from and against all losses, liabilities, damages and claims, and all related costs and expenses (including any costs or expenses related to increased regulatory or administrative oversight), fines, penalties, or interest, including reasonable legal fees and costs, arising out of, in connection with, or relating to any third-party claim: (A) That the Work or Deliverables or any portion of the Work or Deliverables, or use of the Work or Deliverables in accordance with this Agreement and including the applicable Statement of Work or Specification, result in an infringement upon or violation of any Proprietary Rights rights of any third party; (B) Relating to personal injury (including death) or property damage resulting from Contractor's or any Personnel's acts or omissions; (C) Relating to any material violation of any Applicable Law by Contractor or its Subcontractors or any Personnel; (D) Relating to any (i) release of a Hazardous Material by Contractor or its Subcontractors, (ii) enforcement or compliance proceeding relating to or in connection with any alleged, threatened, or actual violation of any environmental law by Contractor or its Subcontractors, or (iii) action reasonably necessary to abate, investigate, remediate, or prevent a violation or threatened violation of any environmental law by Contractor or its Subcontractors; (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 Contractor, Subcontractor, or any Personnel, or the failure of any Personnel to be recognized as exclusively employed by Contractor 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 disability, old age benefit, or tax withholding laws; (F) Relating to Contractor's breach of any of its material obligations under Section 9 ("Mutual Nondisclosure") and, if applicable, the Cyber Requirements. 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. The obligations of the Contractor under this Section 13 shall arise at such time, if any, that any claim is made, or loss is incurred by EMS or Edison, and the entry of judgment or the arbitration or litigation of any claim shall not be a condition precedent to the obligations of the Contractor hereunder. (G) 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 Contractor'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 Work performed hereunder; (H) Relating to Contractor's breach of any of its material obligations under Section 9 ("Mutual Nondisclosure") and, if applicable, the Cyber Requirements. 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 these Terms and Conditions. Contractor's and Subcontractor's duty to defend, indemnify and hold harmless each Edison Indemnitee is not conditioned upon a court or other tribunal determining that a violation of law occurred for which Edison is responsible or that this Agreement has been breached by Contractor or Subcontractor. The Contractor's and Subcontractor's duty to defend and indemnify arises upon the making of a claim against Edison or an Edison Indemnitee.

13.2 Infringement. If the Work or Deliverables or any portion of the Work or Deliverables becomes or, in EMS's or Edison's reasonable opinion, is likely to become, the subject of an infringement, including misappropriation, claim, or proceeding, Contractor shall, in addition to indemnifying the Edison Indemnitees as provided in this Section 13 and the other rights EMS or Edison may have under the Agreement: (A) promptly at Contractor's expense secure the right to continue using the Work or Deliverables; or (B) if this cannot be accomplished with commercially reasonable efforts, then, at Contractor's expense, replace or modify the Work or Deliverables to make the Work or Deliverables non-infringing, provided that the replacement or modification will not degrade the performance or quality of the Work or Deliverables for any affected component of the Work or Deliverables; or (C) if neither (A) or (B) can be accomplished by Contractor with commercially reasonable efforts, then, at Edison's election, refund to EMS the amount EMS has paid for the Work or Deliverables. If a temporary restraining order or preliminary injunction is granted, Contractor shall put up a satisfactory bond to permit EMS's or Edison's continued use of the Work or Deliverables. The remedies provided in this Section 13.2 shall not limit Contractor's indemnification obligations in Section 13.1 of this Agreement.

13.3 Claims. Contractor shall be entitled to have sole control over the defense and settlement of the claim; provided that: (A) the Edison Indemnitees shall be entitled to participate in the defense of the claim and to employ counsel at their own expense to assist in the handling of the claim; and (B) Contractor will not settle any claim in a manner which would involve an admission of guilt or wrongdoing or would impose any obligation on Edison or restrict Edison's right, title, or interest in any property or the Work 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 Contractor's indemnification pursuant to Section 13; (3) arising from, or in connection, with either Party's breach of its obligations under this Agreement with respect to Confidential Information; or (4) arising in connection with Contractor's breach of its obligations under the Cyber Requirements, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether in contract (including insurance), tort (including negligence or strict liability), including, but not limited to, loss of use of or under-utilization of labor or facilities, loss of revenue or anticipated profits, arising out of, in connection with, or relating to this Agreement.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY

15.1 Business Continuity Plans. Contractor will, at its sole expense, establish and maintain written Business Continuity Plans for the performance of Work or provision of Deliverables and supporting facilities which shall include (A) written disaster recovery plans for critical technology and infrastructure, including communications networks or manufacturing capability or capacity; (B) proper risk controls to enable continued performance under the Agreement in the event of a Disaster; and (C) demonstrated capability to provide uninterrupted Work or Deliverables during the Disaster within the recovery time objectives specified by EMS or Edison. The Business Continuity Plans must include information and advance procedures that are developed and maintained in readiness for use in the event of a Disaster. The Business Continuity Plans must focus on the core business processes, manufacturing facilities, communications networks, lines of supply, information technology systems, infrastructure, and related personnel that are required for delivery of Work or Deliverables to Edison within the specified timeframe. Within 30 days after the Effective Date, Contractor will deliver to the Edison Representative a letter confirming that the Business Continuity Plans are sufficient to ensure uninterrupted provision of the Work or Deliverables during the Disaster. If at any time Contractor becomes aware that it is not in compliance with its Business Continuity Plans, Contractor will promptly provide notice to EMS and Edison and provide a corrective action plan. Contractor will cure the non-compliance within 10 days after providing notice to EMS or 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 EMS or Edison in its reasonable discretion) within a commercially reasonable time but not more than 15 days.

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

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

16. TERM AND TERMINATION

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

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

16.3 Termination for Cause. The occurrence and continuation of any of the following events shall constitute an Event of Default by Contractor: (A) Contractor commits a material breach of the Agreement and (except as otherwise set forth in this Section 16.3) (1) fails to cure that breach within 30 days after receipt of notice from EMS of the breach; or, (2) if Edison agrees that the breach is not capable of being cured within that thirty (30) day period, then Contractor fails to cure that breach within 60 days after receipt of notice from EMS of the breach; or (B) Any representation or warranty made by Contractor is false or misleading in a material respect when made; or (C) Contractor dissolves, or ceases to conduct business in the normal course; or (D) Contractor consolidates with, or merges with or into, or transfers all or substantially all its assets to another entity and, at the time of this consolidation, merger, or transfer, the surviving or transferee entity fails to assume all the obligations of Contractor under the Agreement; or (E) Contractor assigns the Agreement in violation of Section 18.5 ("Binding Nature; Assignment"); or (F) If, after two attempts by Contractor to correct the Work or Deliverables, the Work or Deliverables still fails to conform to the Agreement; or (G) Contractor fails to cause any Permit to be reinstated within five days of its suspension, revocation, or termination; or (H) Contractor becomes insolvent, ceases to pay its debts as they come due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other Applicable Law relating to insolvency or the protection of rights of creditors.

16.4 Immediate Suspension or Termination by EMS. Notwithstanding Section 16.3(A)(1) or 16.7 of these Terms and Conditions, if Contractor breaches any of the following Sections or any of the following documents which may be incorporated by reference into these Terms and Conditions, EMS shall have the right to immediately suspend or terminate the Agreement for cause and without liability to EMS and Edison: (a) Section 12.6 of these Terms and Conditions, ("Environmental, Health and Safety Requirements"); (b) Supplier Code of Conduct; or (c) Cyber Requirements; (d) Section 12.3 ("Jobsite Access Requirements").

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

16.6 Remedies. (A) If an Event of Default with respect to one Party occurs, then the non-defaulting Party shall have the right, in addition to all other remedies the non-defaulting Party may have available under the Agreement or at law, (1) to give notice to the defaulting Party and designate a day, no earlier than the date that notice is effective, as the early termination date of the Agreement, and (2) suspend performance of its obligations under the Agreement. (B) EMS shall also have the right to terminate the Agreement, in whole or in part due to Contractor's Event of Default. If EMS chooses to terminate the Agreement in part, Contractor shall immediately stop performing or providing the terminated Work or Deliverables, and the charges payable under the Agreement will be equitably adjusted to reflect only that Work or Deliverables that is to be continued. (C) If EMS terminates the Agreement for Contractor's Event of Default, Contractor shall immediately stop performing the Work or providing

the Deliverables, return all data provided by Edison, refund to EMS all payments previously made less any amount as mutually agreed to for any portion of the Work or Deliverables which Edison chooses to Accept. (D) If a purported termination for cause by EMS under this Section 16.6 is determined by a competent authority not to be a termination for cause, then such termination by EMS shall be deemed to be a termination for convenience under Section 16.2.

16.7 Suspension. EMS or Edison may order Contractor to suspend, and to subsequently resume, performance or provision of all or any part of the Work or Deliverables at any time by giving Contractor at least 10 days prior notice designating the suspension date. If EMS or Edison orders suspension, EMS 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 Work or Deliverables is ordered resumed; and (B) upon receipt of sufficient supporting data from Contractor, pay for any reasonable and necessary out-of-pocket expenses incurred by Contractor as a result of that suspension. If EMS or Edison requests that Contractor resume that Work or Deliverables, Contractor shall provide Edison with revised milestones or plans which shall be subject to Edison's review and approval. Once approved, Contractor shall resume the suspended Work in accordance with the approved milestones or plans. The provisions of this Section 16.7 shall be Contractor's sole remedy as a result of any suspension of the Work, 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 Contractor's possession which shall be affected either by Contractor returning the data, or by granting Edison access to Contractor's network solely for purposes of retrieving such data, without charge to Edison.

17. AUDIT AND RECORD RETENTION

17.1 Upon request by EMS during the period in which this Agreement is in effect, and for a period of three years thereafter, EMS, or a third party designated by EMS for this purpose, may examine, inspect, or copy any or all of Contractor's books, records, and documents that have been generated as a result of this Agreement or that contain information relating to this Agreement, in whatever form maintained, including without limitation, project-related records, accounting or compliance records, and any supporting documentation (such as records of Contractor's business development and entertainment activities relating to EMS or Edison) (collectively, "Contractor Records"). Contractor will keep proper financial and accounting records, in accordance with generally accepted accounting practices consistently applied, and will maintain its other Contractor Records so as to capture relevant information about Contractor's performance of the Work and its creation of Deliverables. Upon five days' prior notice from EMS, Contractor will allow EMS and its designated representative(s) access to Contractor Records during normal business hours so EMS can audit the Contractor Records and will allow interviews of any employees who might reasonably have information related to the Contractor Records. In the event an audit discloses any material discrepancy in the amounts invoiced to EMS from those due, Contractor shall promptly refund any overpayment and reimburse EMS for all costs associated with the audit. EMS will not audit the component parts of the unit rate or fixed fee when particular Work or furnishing of Deliverables are performed on a unit price or fixed fee basis.

17.2 EMS has the right to conduct an audit of Contractor for adherence to the terms of the Cyber Requirements not more than once per year; or more often upon notification or reasonable belief by EMS or Edison of any Cyber Incident as described therein, or as required to comply with regulatory requirements. EMS also has the right to audit any Contractor third party contractor/service provider upon notification of any Cyber Incident involving the third party contractor/service provider. Contractor will cooperate with any audit and require the cooperation of any third-party contractor/service provider.

18.3 Contractor shall also promptly notify EMS 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. EMS 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 and Venue. The Agreement, and all claims arising out of or relation to the Agreement, shall be governed by, and construed in accordance with, the laws of the State of California, without reference to its conflicts of laws provisions. The Parties agree that any litigation related to the Agreement shall be brought and enforced in, and will be under the exclusive jurisdiction of, the courts of the State of California in Los Angeles County or the federal courts of the United States for the Central District of California. The Parties irrevocably waive any objection they have now, or may subsequently have, to the bringing of any action or proceeding in these respective jurisdictions, including any objection to the laying of venue based on the grounds of principles of conflict of laws and any objection based on the grounds of lack of personal jurisdiction.

18.2 Dispute Resolution. Any unresolved disputes shall be referred to Edison's Vice President of Supply Management, or a designee, and an officer of Contractor for resolution. Pending resolution, of the dispute or any arbitration or litigation proceeding, (a) Contractor shall continue to perform and make available the Work and provide Deliverables as directed by the Edison Representative, and shall not in any way limit or curtail Edison's access to Edison Data, and (b) Edison shall continue to

make payments for the undisputed charges. Notwithstanding the foregoing, either Party shall have the right to bring immediate suit in a court of competent jurisdiction against the other Party for a breach by such Party of Section 9 ("Mutual Non-Disclosure"). In addition, EMS has the right to bring immediate suit in a court of competent jurisdiction against Contractor for breach of the terms in the Cyber Requirements by Contractor or any of its Subcontractors, employees, agents, or representatives to whom these requirements apply.

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

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

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

18.6 Priority of Documents. In the event of conflicting provisions between the Agreement and any Purchase Order, they are to be resolved in the following priority: Change Orders, from the most recent to the earliest; then FCOs and CWAs, from the most recent to the earliest; then the applicable Purchase Order; the Specification; and any other referenced documents in the Purchase Order. Except as set forth in Section 4.1 ("Purchase Orders; Change Orders") and Section 18.11 ("Amendment and Waiver"), any inconsistency between the terms in a Purchase Order or Change Order and these Terms and Conditions shall be resolved in favor of that Purchase Order or Change Order, but only with respect to the subject matter and duration of that Purchase Order or Change Order.

18.7 Independent Contractor. (A) Relationship Between Edison and Contractor. Contractor is and will perform the Work or provide the Deliverables as an independent contractor. Nothing in the Agreement shall be construed so as to render any Contractor, Subcontractor, or Personnel an employee, joint employee, agent, representative, joint venture, or partner of EMS or Customer, and Contractor, any Subcontractor and Personnel shall not hold itself or themselves out to others in such capacity. Contractor and any Subcontractors shall not enter into any contracts, agreements, or other obligations with any other parties that bind, or are intended to bind, EMS or Customer without first receiving express written authorization from EMS or Customer. (B) Manner and Means of Performance. The Work and Deliverables will be provided using Contractor'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) Contractor 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. Contractors 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 Work or provisioning the Deliverables. (D) Contractor and Subcontractors Responsible for Taxes. Without limiting any of the foregoing, Contractor shall have sole responsibility for payment of any and all taxes incurred as a result of Contractor's or Subcontractors' performance of the Work 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 Contractor hereunder.

18.8 Notices and Subpoenas. All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing, identified by the Purchase Order number, and shall be deemed duly given: (A) when delivered by hand, (B) one day after being given to an express courier with a reliable system for tracking delivery, (C) when sent electronically using Edison's digital signature process, and such digitally signed shall have the same force and effect as if manually signed, or (D) three days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid; and in each case addressed to EMS or to Contractor, as appropriate, at their respective addresses appearing in the Purchase Order or Change Order, and for Edison, with a copy by regular mail to: Attn: Director and Managing Attorney, Contracts and Intellectual Property Group, Edison Law Department, Southern California Edison Company, 2244 Walnut Grove Avenue, Rosemead, CA 91770. A Party may, from time to time, change its address or designee for notice purposes by, in accordance with this Section 18.8, giving the other Party notice of the new address or designee and the date upon which the new address or designee will become effective. Any subpoenas, discovery or document requests directed to Contractor, or its Subcontractors or agents and requiring the production of any documents or information relating to this Agreement, the Work or Deliverables, or any Edison Confidential Information shall be sent by Fax or e-mail to the same

addresses (including required copies) and shall be deemed duly given in the same manner as provided above in this Section 18.8.

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

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

18.11 Amendment and Waiver. Except as otherwise provided in Sections 4.1 ("Purchase Order; Change Order") or 4.2 ("Process for Changes to the Services or Deliverables") with respect to changes to any Purchase Order or resulting from any Change Order governed by the Agreement, the Agreement may not be amended or modified unless the amendment or modification is in writing and signed manually or digitally 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.

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

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

18.14 Third Parties. Nothing expressed or implied in the Agreement is intended, or shall be construed, to confer upon or give any person or entity any rights or remedies under, or by reason of, the Agreement, except as specifically provided for under the Agreement. Contractor agrees and acknowledges that Edison is a third party beneficiary of the Agreement.

18.15 Entire Agreement. These Terms and Conditions, together with the exhibits, addenda, appendices, and attachments incorporated into or attached to this Agreement, and all Purchase Orders, Change Orders, and CWAs, and their respective attachments governed by these Terms and Conditions, contains the complete understanding between the Parties and merges and supersedes all prior representations and discussions pertaining to the Agreement. Any changes, exceptions, or different terms and conditions proposed by Contractor, or contained in Contractor's acknowledgement of any Purchase Order or any other form issued by Contractor are rejected unless expressly stated in the Agreement or incorporated by a Purchase Order, Change Order, or CWA. In no event shall any of Contractor'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 Contractor, constitute a part of this Agreement or binding agreement with respect to the Deliverables and Work other than specifically provided in this Agreement, even if a use or officer of Edison purports to have affirmatively accepted such terms.

18.16 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 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.

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

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

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

18.20 Federal Requirements. Contractor agrees it will comply with all Applicable Laws that originate from the federal government, including the following: (A) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; and (B) Contractor will comply with the requirements of 29 CFR Part 471, Appendix A to Subpart A, which requires employers to provide notice to employees regarding their rights under the National Labor Relations Act (NLRA) and FAR 52.222-50, which requires employers to establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in performance of this contract. (C) Contractor shall submit an Annual Supplier Self-Certification Form accurately describing Contractor'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. Contractor shall notify Edison if information relevant to the accurate determination of Contractor's status under 48 C.F.R. § 52.219-8 changes, including but not limited to changes to Contractor's size, classification, or ownership.