

This Automated Response Technology (ART) Program (Program) Provider Agreement (Agreement) is entered into by and between Pacific Gas and Electric Company (PG&E), a California corporation, and the signatory party below (Provider), referred individually as a “Party” and collectively as the “Parties.” The purpose of this Agreement is to contract with third party “Providers” to implement the Program in accordance with PG&E’s Schedule E-ART tariff (E-ART Tariff), and as may be modified from time to time by the California Public Utilities Commission (CPUC) and currently posted at [Tariffs \(pge.com\)](https://www.pge.com/tariffs).

This Program is a voluntary residential demand response program that offers Providers incentives for reducing energy consumption when requested by PG&E through the dispatch of smart technologies, also known as distributed energy resources (DERs). When aggregated together, DERs have the potential to serve as a virtual power plant and provide valuable grid services. The Program integrates into the California Independent System Operator’s (CAISO) wholesale market as a Proxy Demand Resource (PDR). PG&E is the Program Scheduling Coordinator and in its sole discretion bids the Program resources.

THEREFORE, the Parties agree as follows:

I. PERFORMANCE OBLIGATIONS

- A. Customer Representative. Provider agrees to recruit, represent, and be accountable for its customers in PG&E’s service territory who elect to participate in the Program and agree to the Program participation terms and conditions (Program Requirements) as required in the E-ART Tariff and this Agreement. Unless otherwise stated herein, Provider shall determine its customer’s eligibility, monitor, review, pay any incentives and enforce the Program Requirements with their participating customer.
- B. Customers on Time-Varying Rates. For customers on a time-varying rate, the Provider shall be responsible to implement a daily load shifting strategy during the hours with time-varying rates using the customers automated technology. After twelve months of such customer’s participation in the Program, the customer may elect to stay in or opt-out of the daily load shifting strategy.
- C. Required Data Interfaces. PG&E provides two approaches to IT interfaces to support customer enrollment management; 1. Via bi-directional Application Programming Interface (API) integration with PG&E’s system, or 2. File-based via PG&E’s Electronic Secure File Transfer application. Until further notice, Provider can choose an approach that is appropriate for them. PG&E will include the Sub-Load Aggregation Point on a per customer basis. PG&E may provide a more granular level designation for particularly constrained distribution areas. Provider must ensure dispatch availability at these levels. Prior to being granted access to PG&E’s APIs and receiving and/or sending any form of data, including PG&E Data as defined herein, Provider must pass PG&E’s Third Party Security Review and be in compliance with the terms set forth in Exhibit-2 (PG&E Data Protection and Cybersecurity).
- D. Customer Program Participation Agreement. Provider agrees that as a condition to its customers participating in the ART Program, Provider will require the

customer execute a Program participation agreement (PPA) that includes the Program requirements and certain PG&E terms as set forth on the attached Exhibit 1 (Provider and PG&E Terms). Provider agrees to maintain a record of each customer's PPA in accordance with the Document Retention obligations under this Agreement.

E. Marketed Branding Customer Facing Materials. Provider has the option of using the PG&E provided branded Customer outreach materials and templates (PG&E Materials), PG&E marks that include those trademarks, logos, or service marks PG&E (PG&E Marks), or its own branding to solicit its customer 's participation in the Program. No other documentation, information, or publication shall have use of the logo or PG&E representation. The process and requirements for co-marketing branding will be detailed in materials provided by PG&E in the Provider onboarding process. Provider shall be responsible for obtaining PG&E's written approval prior to using any co-marketing branded or authorized PG&E Materials.

F. License to Use PG&E Marks –PG&E gives Provider permission to use PG&E Marks and Materials as set forth under this Agreement, the following terms apply:

- (i) License - Subject to the terms of this Agreement, to the extent Provider seeks to use provided PG&E Materials, or Marks, other Co-Branding resources, PG&E grants to Provider during the Program Term, a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license strictly within the State, to use these such items solely as set forth under this Agreement.
- (ii) Ownership - Provider acknowledges and agrees Provider does not own any PG&E Marks or Materials, that the PG&E Marks and Materials are owned by PG&E. Provider agrees not to do anything inconsistent with these acknowledgements and agreements; and further agrees not to use any PG&E Marks or Materials in any way that could have a reasonable possibility of damaging the goodwill built up in them or disparaging or impugning the reputation of PG&E.
- (iii) Revocation of License- Upon termination of this Agreement or in any event in PG&E's sole discretion, PG&E may revoke its License To Use The PG&E Materials and Marks, in which case Provider must remove such PG&E Materials, Marks, and immediately discontinue use of all related marketing, advertising or other materials that bear any of these items.

II. PAYMENT

Provider Incentive payments, including capacity prices and methodology for calculating payments, is stated in the Schedule E-ART tariff and in the PG&E Provider onboarding materials.

V. FIREWALL REQUIREMENT

The CPUC requires PG&E to implement programs and processes that enable third party providers, such as demand response providers or generation/power suppliers, to conduct business with retail utility customers and/or to compete for contract awards (e.g. central procurement entity, CAISO DR market). In that program/process implementation role, PG&E receives third parties' confidential market/business sensitive information including, for example, market sensitive third-party pricing information, information on the customers the third party has acquired, and information about the third party's resources that it uses to compete in the market. The CPUC maintains a "competitive neutrality" policy to keep the utility from gaining a competitive advantage from its receipt of the market/business sensitive third-party information. In essence, the part of the utility that runs the programs/processes and receives the market/business sensitive third-party information is prohibited from allowing access to that information by the parts of the utility that run programs that can compete with the third parties, or to otherwise gain a competitive advantage.

In the case where Provider assumes PG&E's role as an implementer of a PG&E study, pilot, or program and/or provides a system platform which supports implementation, the Provider is subject to the same expectations for competitive neutrality with respect to their own businesses. Accordingly:

- A. Provider will implement reasonable standards and processes designed to ensure that it will not have access to or use any PG&E Data and nonpublic market sensitive information to which Provider receives from its other businesses as a supplier of goods and services to PG&E customers and other third parties (its Other Businesses) which would give Provider an unfair advantage over its competitors in the Program.

Provider will not allow personnel who are responsible for its Other Businesses to gain access to, use, or communicate about PG&E's Data and any non-public market sensitive information to which Provider has access and receives in performing its Program Provider role For clarity:

- (i) Provider's subcontractors will be subject to the same obligations with respect to the separation of its role to maintain competitive neutrality under this Agreement and in the Exhibit 2 Security Terms.

VI. CONFIDENTIALITY

Provider shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Provider, without the express prior written consent of PG&E. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to PG&E, customer names and other information related to customers, including energy usage data, (PG&E Data as defined below), any trade secrets and any other information of a similar nature, whether reduced to writing or other tangible form.

PG&E Data, to the extent it is provided, is made available “AS IS” without warranties of any kind. PG&E will not be liable for any damages arising out of Provider’s use of the PG&E Data. Information related to PG&E’s Privacy Policy and California privacy and data security laws can be found at [Privacy Policy \(pge.com\)](#).

- A. **“PG&E Data”** shall mean:
- (i) All data or information provided by or on behalf of PG&E, including but not limited to, personal or energy usage information relating to, of, or concerning, or provided by or on behalf of any customers; and
 - (ii) All data or information input, transferred, uploaded, migrated, or otherwise sent by or on behalf of PG&E to Provider as PG&E may approve of in advance and in writing (in each instance); and
 - (iii) All data collected or received by Provider directly from PG&E for the purposes of the Agreement; and
 - (iv) Account numbers, forecasts, project information, survey responses, reports, and other similar information disclosed to or otherwise made available to Provider by or on behalf of PG&E; and
 - (v) Any data derived from the data described in items 1. through 4., including data aggregations, summaries, analyses, and reports, in each case whether de-identified or anonymized.
- B. **Use of Confidential Information.** Provider hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Provider agrees to use at least the same degree of care Provider uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.
- C. **Disclosure by Law.** In the event Provider is required by law, regulation, or other process of any court, governmental agency or regulatory authority, Provider agrees prior to making or permitting any such disclosure, Provider shall provide PG&E with prompt written notice of any such requirement so that PG&E (with Provider’s assistance if requested by PG&E) may seek a protective order or other appropriate remedy to protect any Confidentiality.
- D. **Confidentiality Exceptions.** Except as otherwise expressly stated, the foregoing confidentiality restrictions will not apply to any particular information the Provider can demonstrate was (i) previously known to Provider, but not as a result of performing any work for PG&E, (ii) independently developed by Provider, (iii) acquired from a third party which was not, to Provider’s knowledge, under an obligation to PG&E not to disclose such information, (iv) has become publicly available through no breach of the Agreement by Provider (v) is publicly available at the time of disclosure; collectively referred to as (“the Confidentiality Exceptions”). These Confidentiality Exceptions do not apply to PG&E Data which was previously provided to the Provider and required to be kept confidential.

- E. **Remedies.** The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section and the obligations of Provider are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section by Provider, PG&E shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, monetary damages or any other legal or equitable remedy available to PG&E.

VII. INDEMNIFICATION

To the fullest extent permitted by law, Provider shall indemnify, defend and hold harmless PG&E, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings initiated by a third party against Indemnified Parties (Claim) and all resulting losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys’ fees, resulting from (a) any breach of the representations, warranties, and obligations of Provider and the governing applicable laws and regulatory directives under and relevant to this Agreement, (b) any actual or alleged infringement by Provider of any intellectual property rights associated with Provider’s services or materials resulting from this Agreement, (c) act or omission of Provider, whether based upon Provider’s negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (d) any disclosure, dissemination, or unauthorized destruction or use of PG&E Confidential Information in violation of this Agreement; and (e) any Claim caused by or attributed to the Provider for using false, misleading, or infringing marketing materials and information, the sale of defective products; or for damages from Provider’s performance or other obligations offered or provided to third parties. The foregoing obligations are conditioned on PG&E (i) notifying Provider promptly in writing of such Claim, (ii) giving Provider sole control of the defense and any related settlement negotiations, and (iii) cooperating and, at Provider’s request and expense, assisting in such defense or settlement. PG&E will have the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will Provider settle any Claim without PG&E’s prior written consent, not to be unreasonably delayed.

VIII. INSURANCE

At all times during the performance of services, Provider represents, warrants, and covenants that it has and shall cause its subcontractors engaged to perform services to, obtain, and maintain, at its sole cost and expense, the insurance coverage requirements specified in the Insurance provisions under this Agreement.

A. Workers’ Compensation and Employer’s Liability.

- (i) Workers’ Compensation insurance or self-insurance indicating compliance with any Applicable Law where Provider performs Work.
- (ii) Employers’ Liability insurance shall not be less than \$1,000,000 for injury or death each accident.
- (iii) If there is an exposure of injury to Provider’s, its contractors’ or subcontractors’ employees under the U.S. Longshoreman and Harbor Workers’ Compensation Act, Jones Act or under Applicable Law

concerning maritime employees, or under the Federal Employers Liability Act, coverage shall be included for such injuries or claims.

B. Commercial General Liability.

- (i) Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage “occurrence” form, with no coverage deletions.
- (ii) The limit shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury.
- (iii) Coverage shall: i) By “Additional Insured” endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Provider. Utilize ISO Form CG2010 11/85 or equivalent; and ii) Be endorsed to specify that the Provider’s insurance is primary, and that any insurance or self-insurance maintained by PG&E shall not contribute with it.”

PG&E, its affiliates, subsidiaries, and parent company, directors, officers, agents, and employees shall be named as additional insureds under this policy. If the policy includes a “blanket endorsement by Agreement,” the following language added to the certificate of insurance will satisfy PG&E’s additional insured requirement: “PG&E, its affiliates, subsidiaries, and parent company, and PG&E’s directors, officers, agents and employees with respect to liability arising out of any Services provided or obligations of the Provider’s under this Agreement are additional insureds under a blanket endorsement.”

C. Business Auto Liability.

- (i) Coverage shall be as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, Symbol 1 “any auto.” If there are no own / scheduled autos symbol 8 and 9 “hired and non-owned” is acceptable
- (ii) The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

D. Professional / Errors and Omissions Liability.

- (i) Errors and Omissions Liability insurance appropriate to the Consultant’s profession, coverage shall be for a professional error, act or omission arising out of the scope of services shown in the Agreement.
- (ii) The limit shall not be less than \$1,000,000 each claim/\$2,000,000 aggregate.

E. Cybersecurity and Privacy Liability. This insurance shall cover the actual or alleged acts, errors or omissions committed by the Provider and its parties and include any intentional, fraudulent, or criminal acts of Provider’s rogue employees. This policy shall expressly provide, but not be limited to, coverage for the following perils:

- (i) Un-authorized use/access of a computer system;
- (ii) Defense of any regulatory action involving a breach of privacy;
- (iii) Cyber extortion and the payment of extortion demands
- (iv) Failure to protect confidential information, PG&E Data (personal and commercial information) from disclosure; and
- (v) Notification costs, whether required by applicable law.

The policy(s) limits of liability shall be at least \$10,000,000 per occurrence and \$10,000,000 in the aggregate. If any deductible is applicable, such deductible shall not exceed \$100,000, unless such increased deductible or retention is expressly approved by PG&E in advance.

F. Other Requirements.

- (i) Provider shall have all insurance in place before beginning any work. Upon request, Provider shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, “Documentation”) of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.
- (ii) Insurance shall be endorsed as follows:
 - a) PG&E as Additional Insured (does not apply to Professional Liability and Workers Compensation insurance) and with respect to each additional insured, provide that such insurance will not be invalidated by any action or inaction of each insured and will insure each such insured regardless of any breach or violation of any warranty, declaration or condition contained in such insurance by the primary named insured;
 - b) Primary and Non-contributory Endorsement;
 - c) Waiver of Subrogation Endorsement; and
 - d) Notice of Cancellation Endorsement.
- (iii) The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.
- (iv) These insurance requirements established in this Agreement are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Provider's liability under this Agreement.

IX. MISCELLANEOUS

- A. Document Retention. PG&E requires all PG&E-specific documentation resulting from this Agreement, whether such documentation is physical or electronic, created, collected, or received by or for Provider to retain such accurate records in accordance with [Exhibit 5 Management of PG&E Contractor Documents \(pge.com\)](#)
- B. Audit Rights. Upon reasonable notice, PG&E, or the CPUC shall have the right to audit at any time, without limitation, the Provider’s operations for review of costs and fees billed to PG&E and Provider’s compliance with the terms of this Agreement. These Audit Rights shall commence upon the date of the Parties signature to this Agreement and continue for three years after the expiration or

termination, which is sooner. Provider agrees to maintain accurate records and documentation to substantiate the performance and compliance obligations set forth under this Agreement. Any such audit shall be conducted at PG&E's or the CPUC's sole cost and expense. Any information accessed shall be Provider's confidential information and shall be held by PG&E in strict confidence.

- C. PG&E Supplier Code of Conduct. PG&E requires Provider to comply with [PG&E Supplier Code of Conduct \(pge.com\)](#) in all material respects to demonstrate its commitment to compliance, ethics, sustainability, and supplier diversity when providing Services under this Agreement.
- D. CPUC Jurisdiction: This Agreement shall be subject to all of PG&E's applicable tariffs on file with and authorized by the CPUC and shall at all times be subject to changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
- E. Governing and Law Jurisdiction. This Agreement and performance under it will be governed by and construed in accordance with the substantive Laws of the State of California and the United States of America without regard to Choice of Law principles. The Parties consent to the exclusive jurisdiction of, and venue in, the Superior Court of the State of California, San Francisco County. This Agreement shall be subject to all of PG&E's applicable tariffs as determined solely by PG&E and on file with and authorized by the CPUC.
- F. Independent Status. In assuming and performing the obligations of this Agreement, nothing contained herein shall be construed as constituting any relationship between the Parties, other than the Parties' duties to perform their respective obligations set forth in this Agreement. Nothing in this Agreement is intended to establish a partnership, joint venture, employment, or agency relationship between the Parties.
- G. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Provider hereunder, shall not be further transferred or assigned by Provider without the prior written consent of PG&E. Notwithstanding the foregoing, either party may assign this Agreement without consent from the other party to (a) an affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any assignment in violation of this section shall be void.
- H. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer to resolve any such dispute.
- I. Entire Agreement; Amendments. This Agreement, including any of its attachments, exhibit's or referenced links shall set forth the entire understanding of the Parties as to the subject matter and supersedes any prior discussions, offerings, representations (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties.

- J. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the terms which, by their nature, survive completion or termination.
- K. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS AND COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS, OR THE BREACH OF CONFIDENTIALITY WHICH SHALL BE THE GREATER OF THREE MILLION OR THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT LIMIT PG&E'S ABILITY TO RECOVER DIRECTLY FROM PROVIDER'S INSURERS UNDER THE INSURANCE PROVISIONS. NOTWITHSTANDING THE FOREGOING, PROVIDER AGREES PG&E SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED TO THE CUSTOMER BY OR RESULTING FROM PROVIDERS FAILURE TO INCLUDE THE PG&E TERMS IN THE CUSTOMER PROGRAM PARTICIPATION AGREEMENT OR ANY ACTS, OMISSIONS, OR REPRESENTATIONS MADE BY THE PROVIDER IN CONNECTION WITH SOLICITING CUSTOMERS TO ENROL AND PARTICIPATE IN THE PROGRAM OR IN CONNECTION WITH PROVIDERS ITS SERVICES TO THE CUSTOMER AS A PROVIDER.
- L. Electronic Signature; Facsimiles. This Agreement incorporates by reference the exhibits, hyperlinks, or other documents may be accepted in electronic form and the Parties' acceptance will be deemed binding. Each Party agrees it will not contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because they were accepted and/or signed in facsimile or electronic form.



AGREEMENT FOR PROVIDERS PARTICIPATING IN THE AUTOMATED RESPONSE TECHNOLOGY PROGRAM

IN WITNESS WHEREOF, the authorized representatives of PG&E and Provider have executed this Agreement as of the date below and shall become effective upon all the Parties signatures.

PACIFIC GAS AND ELECTRIC COMPANY

(Provider Company Name)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Address)

(City, State, Zip)
Zip)

(Email Address)
Address)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Address)

(City, State,

(Email

EXHIBIT 1 - PG&E Terms

1. **Prohibited Resource Policy.** Participant agrees to adhere to the CPUC Prohibited Resource Policy which does not allow the use of distributed generation technologies using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (“CHP”) or non-CHP configuration during demand response (“DR”) events.
2. **Surveys.** Participant agrees PG&E may contact Participants to participate and complete surveys requested to measure customer satisfaction and inform Program improvements.
3. **Release of Participant’s Customer Data.** Participant consents PG&E may receive, use, process, store, and copy Participant’s personal identifiable information, energy usage data, premise location, interval data, utility account number, billing data, documentation, other materials, (collectively referred to as “Customer Data”) obtained from their Program participation to enable PG&E to perform its administrative regulatory requirements, including but not limited to, provision of the Customer Data to the automated service provider (“ASP”) and other third party that is responsible for the Participant’s participation in the Program. Privacy is a priority for PG&E and every reasonable effort will be made to protect your Customer Data; see PG&E’s Privacy Policy at <http://www.pge.com/privacy>.
4. **Participant Consent to Provide Customer Data to its CCA Energy Supplier.** For Participants that receive their energy supply from a CCA, each such Participant agrees PG&E may disclose certain Customer Data to the Participant’s CCA in connection with such Participant’s participation in the Program.
5. **CPUC Rights.** The CPUC may require this Program be modified or terminated at any time and all Customer Data will be made available upon their request. PG&E shall not be liable for any Customer Data disclosure by the CPUC.
6. **No Warranty and Disclaimer.** NO WARRANTY AND DISCLAIMER BY PG&E. PG&E MAKES NO WARRANTY OR REPRESENTATION AND ASSUMES NO LIABILITY WITH RESPECT TO PROGRAM DESIGN, QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, OR RELIABILITY AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
7. **PG&E Limitation of Liability.** Provider may be in control of coordinating the Participant’s participation in this Program. Provider is not PG&E’s agent or acting on behalf of PG&E for any purpose under this Agreement. PG&E shall have no liability whatsoever for any damages or claims resulting from any acts, omissions, or representations made by Provider in connection with the Provider’s Program solicitation or performance any of any Provider function and obligations under the Program. PG&E has no control of any of Participant’s technology, equipment, does not provide the Participant with any signal, or scheduling of any DR events and to address any such issues Participant must contact Provider.

**EXHIBIT-2
PG&E DATA PROTECTION AND CYBERSECURITY**

Exhibit DATA-1 (rev February 2023)

This Exhibit 2 forms part of the Agreement between Provider and Pacific Gas and Electric Company (“**PG&E**”) to which this Exhibit 2 is attached.

The term “**Services**” as used herein means Provider’s performance obligations required under the Agreement.

1. In addition to any confidentiality requirements in the Agreement, Provider shall comply with the following additional terms in this Exhibit 2 regarding the protection of PG&E systems and PG&E Data (as defined below).
2. EMPLOYEE NDAs:
 - a. For the purposes of this Exhibit 2, “Personnel” means any Provider personnel (including, for clarity, employees, and individual contractors) and any personnel of Provider’s subcontractors who have access to PG&E systems or any Provider systems that are used to process or store PG&E Data.
 - b. Provider shall ensure that its Personnel are under a legal obligation to protect the confidentiality of PG&E Data, and to assign intellectual property rights that they might have in Deliverables and Work Product (if applicable) to PG&E, consistent with the terms of the Agreement. Provider is not required to have an individual execute an Employee NDA as described in paragraph (c) if that individual is under a legal obligation as described in the previous sentence.
 - c. For any Personnel who do not satisfy the requirements of paragraph (b), Provider shall require each such person to sign an agreement in the form provided at the end of this Exhibit 2 (an “**Employee NDA**”). Provider shall furnish the signed Employee NDAs to PG&E (either in paper or electronic form) before the Personnel are given access to PG&E systems or PG&E Data.
 - d. For the avoidance of doubt, Provider is liable to PG&E for any failure of its Personnel to comply with the terms of this Exhibit 2 or their personal confidentiality obligations with respect to PG&E Data (including, if applicable, their Employee NDA).
3. SECURITY MEASURES: Provider shall take “Security Measures” with respect to the processing, storage and handling of PG&E Data to ensure that the PG&E Data will not be compromised, is kept secure and is used only for authorized purposes.
 - a. “Security Measures” shall include at a minimum:
 - i. Routine and timely security updates to devices, software and systems used to perform Services and/or to transmit, process or store PG&E Data.
 - ii. Written policies regarding information security, disaster recovery, third-party assurance auditing, and penetration testing.
 - iii. Password protected workstations at Providerr’s premises, any premises where Services are being performed and any premises of any person who has access to PG&E Data.
 - iv. Encryption of Data in transit and at rest in compliance at a minimum with AES-256.
 - v. Two-factor authentication for access to any PG&E systems (including PG&E systems hosted by Provider) or PG&E Data.
 - vi. Data deletion and media sanitization processes that are compliant with NIST 800-88 and applicable PG&E policies (as disclosed to Provider via the TSR process).
 - vii. Measures to safeguard against the unauthorized access, destruction, use, control, alteration or disclosure of PG&E Data including, but not limited to, restriction of physical

AGREEMENT FOR PROVIDERS PARTICIPATING IN THE AUTOMATED RESPONSE TECHNOLOGY PROGRAM

access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in alignment with the best practices described in ISO 27001 or SOC2 Type 2 as updated and replaced during the term of the Agreement .

- b. All PG&E Data must remain within the United States and may only be accessed, processed, and stored at locations in the United States, except for back-office administrative, regulatory or IT-support (including support of Provider's proprietary software platform), including use of global cloud-hosted email and collaboration technology. However, on a case-by-case basis PG&E may approve offshore arrangements for third party subcontractors for the provision of Work that does involve access to certain PG&E Data. PG&E's restricted countries not allowed for the approve offshore arrangements include: (1) US embargoed countries such as China, Russia, Iran, and North Korea; (2) their associated outlying countries such as Macau, Hong Kong, Taiwan, Belarus, Crimea; (3) countries with the U.S. State Department Travel Advisory Level 4: Do Not Travel designation; and (4) countries on the State Department State Sponsors of Terrorism list.”
 - c. Provider shall update its Security Measures so as to keep current with changes in industry standards, including but not limited to ISO 2700x, SOC2, and also NIST, NERC/CIP and FERC requirements as applicable to the Services performed and types of PG&E Data that are handled by Provider.
 - d. Provider agrees to impose on its subcontractors the same security obligations imposed on Provider under the Agreement.
4. PG&E DATA: As used herein, “**PG&E Data**” shall mean:
- a. all data or information provided by or on behalf of PG&E, including but not limited to, personal information relating to, of, or concerning, or provided by or on behalf of any Customers;
 - b. all data or information input, transferred, uploaded, migrated, or otherwise sent by or on behalf of PG&E to Provider as
PG&E may approve of in advance and in writing (in each instance);
 - c. all data collected or received by Provider directly from any PG&E employee, agent, customer or other third party for the purposes of the Agreement ;
 - d. account numbers, forecasts, and other similar information disclosed to or otherwise made available to Provider by or on behalf of PG&E and Customers; and
 - e. any data derived from the data described in paragraphs (a) through (d), including data aggregations, summaries, analyses and reports, in each case whether or not de-identified or anonymized.
5. PERIODIC SECURITY REVIEWS:
- a. Annual Internal Controls Reports. Provider shall complete an annual security audit and produce an Internal Controls Report no more frequently than annually as requested by PG&E. Provider shall provide a copy of its most recent Internal Controls Report(s) for Provider and its subcontractors upon request throughout the Term. “Internal Controls Report” means a SOC 2 Type II audit report (or an equivalent independent security review report such as ISO27001 certification, including ISO27002 content, that is acceptable to PG&E) completed by an independent auditor and that covers the processes, systems and facilities used to perform the Services and/or to process or store PG&E Data. If an Internal Controls Report reveals vulnerabilities in Provider's facilities, systems or controls, Provider shall promptly correct such vulnerabilities.
 - b. PG&E's Vendor Security Review/TSR:

AGREEMENT FOR PROVIDERS PARTICIPATING IN THE AUTOMATED RESPONSE TECHNOLOGY PROGRAM

- i. Provider will not sell or share personal information (as defined in California Privacy Laws);
 - ii. Provider will not retain, use, share, process, make available, disclose, or store personal outside the direct business relationship between Provider and PG&E, or for any commercial purpose other than as necessary to perform Services for PG&E or as otherwise permitted by California Privacy Laws;
 - iii. Provider will not combine any personal information with other identifiable personal information or data that Provider receives from or on behalf of another person or persons, or collects from its own interaction with consumers, provided Provider may combine personal information to perform any business purpose as defined under regulations adopted pursuant to the California Privacy Laws;
 - c. Consumer Requests. Provider shall promptly notify PG&E if it receives a request from an individual that relates to personal information included in PG&E Data pursuant to California Privacy Laws (a “**Consumer Request**”). Provider shall not respond to Consumer Request(s) without written instructions from PG&E, or unless otherwise required by applicable law. Provider shall assist PG&E with all such Consumer Requests.
 - d. Notification of Inability to Comply. Provider shall immediately notify PG&E in writing if Provider makes the determination that it can no longer meet the requirements of this Agreement relating to personal information. In the event of such notification, PG&E may take reasonable and appropriate steps to stop and remediate the situation giving rise to the noncompliance, including without limitation by terminating the Agreement. Such actions by PG&E shall be without prejudice to PG&E’s right to claim damages with respect to Provider’s failure to perform its obligations pursuant to the Agreement.
 - e. Provider Certification. Provider certifies that Provider understands the obligations and restrictions imposed in this Agreement with respect to Provider’s handling of personal information.
 - f. Provider’s Representation. Provider represents and warrants that it understands and will comply with the foregoing obligations and restrictions, and that Provider has no intent or reason to believe it will violate them.
8. SECURITY BREACH: Provider shall immediately notify PG&E in writing of any unauthorized access to, interception or, control of or acquisition of (i) PG&E Data that is within Provider’s possession or control or (ii) Provider’s computing environment that is used to process or host PG&E Data (a “Security Breach”).
 - a. Provider shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of PG&E Data, to prevent recurrence and to return to PG&E any copies.
 - b. Provider shall provide PG&E (i) a brief summary of the issue, facts and status of Provider’s investigation; (ii) the potential number of individuals affected by the Security Breach; (iii) an itemized list of the PG&E Data that is or may be implicated by the Security Breach; and (iv) any other information pertinent to PG&E’s understanding of the Security Breach and the exposure or potential exposure of PG&E Data.
 - c. Provider shall assist PG&E (at Provider’s sole cost and expense) in recovering or recreating any lost or inaccessible PG&E Data. Without limiting PG&E’s rights under the Agreement unless the Security Breach is caused by PG&E: (i) Provider shall be responsible for, and shall reimburse PG&E, for any ransomware payments made in order to recover PG&E Data that is the subject of a ransomware attack; and (ii) if the Security Breach involves personal information,

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Provider agrees to provide, at Provider's sole cost and expense, appropriate identity monitoring services for all potentially affected persons for at least one (1) year following the Security Breach, subject to PG&E's prior approval; and (iii) if requested in advance and in writing by PG&E, Provider will notify the potentially affected persons within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Provider issue or permit to be issued any public statements regarding the Security Breach involving PG&E Data in a manner that identifies PG&E, or could reasonably be associated with PG&E, unless expressly requested by PG&E.

9. **RIGHT TO SEEK INJUNCTION:** Provider agrees that any breach of this Exhibit 2 may constitute irreparable harm and significant injury to PG&E for which there may be no adequate remedy at law and that it may not be possible to measure precisely damages for such harm. Accordingly, and in addition to PG&E's right to seek damages and any other available remedies at law or in equity in accordance with the Agreement, Provider agrees that PG&E will have the right to obtain, from any competent civil court, immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of the terms of this Exhibit 21, involving the alleged unauthorized access, disclosure or use of PG&E Data. Provider hereby waives any and all objections to the right of such court to grant such relief, including, but not limited to, objections of improper jurisdiction or forum non conveniens.
10. **SUBPOENAS:** In the event that a court or other governmental authority of competent jurisdiction, including the CPUC, issues an order, subpoena or other lawful process requiring the disclosure by Provider of PG&E Data, Provider shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the proprietary or confidential nature of the PG&E Data. If PG&E is unsuccessful at preventing the disclosure or otherwise preserving the proprietary or confidential nature of the PG&E Data, or has notified Provider in writing that it will take no action in that regard, then Provider shall not be in violation of this Agreement for its compliance with the court order or governmental authority with respect to such disclosure.

Exhibit DATA-1 (rev February 2023)

EMPLOYEE NDA

This Agreement is between the individual who signs the Agreement in the signature block below (“Employee”) and Pacific Gas and Electric Company (“PG&E”).

Employee works for the company identified below (the “Supplier”) as an employee, independent contractor or subcontractor. Provider has been engaged directly by PG&E or as a subcontractor to provide services to PG&E (“Services”). Provider wishes to utilize Employee to perform some of those Services. In consideration for PG&E giving Employee access to PG&E’s systems and information, Employee acknowledges and agrees to the following.

1. **Confidentiality.** Employee will keep all PG&E Data (as defined below) strictly confidential, and will not copy, disclose or use it for any purpose other than as necessary to perform Services for PG&E and in accordance with directions given to Employee by the Supplier. PG&E Data is PG&E’s sole property.
2. **Background Checks.** Employee acknowledges that PG&E may conduct background checks on Employee before granting Employee access and may deny Employee access based on the results of those checks. Employee consents to such checks.
3. **Security.** Employee will follow all directions given to Employee by the Provider regarding the proper and secure access to, and use of, PG&E systems and assets. Employee will access and use those systems and assets only to perform Employee’s assigned duties for PG&E. The Provider will give Employee copies of PG&E’s standards and policies governing access to and use of PG&E computer systems and resources. Employee will comply with them. In particular, Employee will use any user ID, password and Access Cards that are furnished to Employee only for Employee’s own use in performing Services for PG&E. Employee will keep them confidential and will not share them with others.
4. **Not a PG&E Employee.** Employee acknowledges and affirms that he or she remains an employee, independent contractor or subcontractor of the Provider and nothing in the Agreement changes Employee’s status or makes Employee an employee of PG&E. Employee will continue to take direction from, and will be supervised by, the Supplier in Employee’s work for PG&E.
5. In the Contract:
“PG&E Data” means: (i) any computer resources, technical information and materials contained in or relating to PG&E systems that Employee may view, access or receive in the course of performing Services for PG&E including but not limited to: computer systems, electronic records processed and/or stored in such systems, specifications and records and/or software, data, computer models, and related documentation; and (ii) any data stored in or obtained from PG&E systems; and (iii) any changes or updates to any of the foregoing that Employee may make in the course of performing Services for PG&E.
6. **Notice of Immunity:** Federal law provides that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—
 - a. is made—
 - i. in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
 - ii. solely for the purpose of reporting or investigating a suspected violation of law; or
 - b. is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual— (A) files any document containing the trade



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secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Employee confirms his or her agreement with these terms by signing and dating this document below:

Name of Employee

Signature

Title/Position

Date

Name of Provider