

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into as of this ____ day of _____, 20 ____, by and between Puget Sound Energy, Inc. (“PSE”) and _____ (“Requester”).¹ PSE and Requester each may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Requester seeks to obtain certain Confidential Information (defined below) from PSE in connection with its access to PSE’s OASIS site;

WHEREAS, PSE is willing to provide such Confidential Information to the Requester under suitable contractual limits and protections concerning the disclosure and use of Confidential Information as specified below; and

WHEREAS, PSE and Requester desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions.** Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meanings set forth in the PSE Tariff.

“Confidential Information” as used in this Agreement means all information disclosed to Requester by PSE or its employees, agents, contractors, representatives, consultants and advisors (“Disclosing Party”) under this Agreement, including, but without limitation:

- (a) PSE Base Case Data and other commercially sensitive PSE system data made available under this Agreement²;
- (b) contingency files;
- (c) CEII as defined in 18 CFR 388.113, and as may be updated from time to time;
- (d) ASPEN OneLiner™ short circuit program materials;
- (e) all other written or electronic materials marked “Confidential”, “Proprietary” or with words of similar import provided to the Requester;
- (f) all observations of equipment (including computer screens) and oral disclosures related to PSE’s systems, operations and activities that are indicated as confidential or proprietary at the time of observation or disclosure; and
- (g) all other written or electronic materials, observations, and oral disclosures which are not available to the public, and which, if disclosed freely, may subject PSE or its customers to risk of competitive disadvantage or other business injury.

¹ A Requester must be an individual and cannot be a corporate entity.

² PSE base case data is built on Western Electricity Coordinating Council (WECC) base case scenarios. In order to view PSE base cases that use WECC modeling, the Requester must have appropriate permissions through WECC.

The terms of this agreement shall remain applicable to Confidential Information used in the documents, records, notes, summaries or other materials of Requester (“Requester’s Material”). Requester’s Material includes all derivative work products or the like based upon Confidential Information that could reasonably be expected to lead to the disclosure of Confidential Information.

Confidential Information shall not include information that

- (a) is or becomes part of, according to PSE’s determination, the public domain other than as a result of disclosure by Requester,
- (b) becomes available to Requester on a non-confidential basis from a source other than Disclosing Party, provided that, to the best of Requester’s knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, or
- (c) can be shown by documentation to have been in Requester’s possession prior to disclosure of the same by Disclosing Party.

2. **Non-Use; Protection and Dissemination of Confidential Information.** Requester acknowledges and agrees that the Confidential Information constitutes confidential and/or proprietary information of PSE. Requester agrees not to disclose, discuss, use, reproduce, duplicate, distribute, copy, reconstruct or in any way communicate, directly or indirectly, the Confidential Information, or any portion thereof, to any other party, private or governmental, without five (5) days advance written notification to PSE of the nature of disclosure and the party to whom the Confidential Information is being disclosed. PSE may respond within five (5) days that such disclosure is not within the terms of this Agreement and prohibit such disclosure. The Requester may use CEII protection data for compliance with NERC Standard PRC-001 without first contacting PSE.

Requester may not share such Confidential Information with a co-worker, subcontractor, or agent unless the co-worker, subcontractor, or agent has individually completed and executed a copy of this Agreement with PSE and needs to know such information for the same purposes and scope identified in Requester’s Application for Confidential Material.

3. **Ownership and Return.** All Confidential Information, including Requester’s Material, shall be and remain the property of PSE, and no right or license is granted to Requester with respect to any Confidential Information. No transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by PSE, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof, shall continue to be the exclusive intellectual property of PSE.

Upon the termination by any Party of the Agreement, or sooner if so requested, Requester agrees to immediately return all Confidential Information, including Requester’s Material, to PSE or to destroy all Confidential Information, including all copies of the same; however, Requester shall not be required to destroy Confidential Information that has become

embedded in Requester's planning models. Upon PSE's request, the fact of any such destruction shall be certified in writing to PSE by Requester.

Nothing in this Agreement obligates PSE to disclose any information to Requester or creates any agency or partnership relation between them.

4. **Compliance and Protection of Confidential Information.** Requester represents and warrants that it has and will use practices and procedures adequate (and no less rigorous than Requester would use to protect its own confidential information) to protect against the unauthorized release of the Confidential Information received. Requester must educate its employees, agents, and assigns regarding the provisions of this Agreement and provide to PSE upon PSE's request any information necessary to determine compliance with the terms of this Agreement.

Requester shall notify PSE immediately of any loss, misuse, misappropriation, or any disclosures outside the terms of this agreement of any Confidential Information of which Requester becomes aware. In the event of any loss, misuse, misappropriation, or any disclosures outside the terms of this agreement of any Confidential Information, Requester will cooperate with PSE in every reasonable way to help PSE regain possession of such Confidential Information and prevent its further loss, misuse, misappropriation, or any disclosures outside the terms of this agreement.

5. **Indemnification.** Requester agrees to indemnify, hold harmless and defend PSE, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors against any and all liability, loss, costs, damages, expenses, claims or actions, joint or several, arising out of or by reason of any breach of this Agreement by Requester and/or Requester's employees, agents, contractors, representatives or consultants, or arising out of or by reason of any act or omission of Requester and/or Requester's employees, agents, contractors, representatives or consultants in the execution, performance, or failure to adequately perform their obligations under this Agreement. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) which may be incurred or rendered against PSE, its employees, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be), agents, contractors, representatives, consultants and/or advisors.
6. **Compelled Disclosure.** If Requester is required by legal or administrative process to disclose any Confidential Information, Requester shall promptly notify PSE of such requirement so that PSE may seek an appropriate protective order or other relief. In any case, Requester will (a) disclose only that portion of the Confidential Information that its legal counsel advises is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, including seeking an appropriate protective order, and (c) notify PSE as soon as reasonably practicable of the items of Confidential Information so disclosed.

7. **Remedies.** The Parties acknowledge that remedies at law may be inadequate to protect PSE against any actual or threatened breach of this Agreement by Requester, and, without prejudice to any other rights and remedies otherwise available to PSE, agree to the immediate granting of preliminary and final injunctive relief (without prior notice and without posting any bond) in favor of PSE to enjoin and restrain any breach or violation, either actual or anticipatory, of this Agreement. PSE may seek any remedies available to it in law or in equity for the accidental or purposeful breach of this Agreement by the Requesting Party.
8. **No Warranties.** PSE makes **NO WARRANTY**, express or implied, including, but not limited to, any implied warranty concerning the accuracy (or completeness) of any **Confidential Information** received from PSE or the fitness of such **Confidential Information** for any particular purpose. Without limiting the generality of the foregoing, any **Confidential Information** received from PSE is subject to change without notice and is made available under this Agreement "AS IS," with all defects, errors, and deficiencies, and without any representation or warranty as to completeness or accuracy.
9. **Term and Termination.** Requester's obligations under this Agreement shall be effective on the date set forth above and shall be perpetual, notwithstanding any expiration, cancellation or termination of this Agreement, unless such Confidential Information has become public, as determined by PSE. Upon termination of the Agreement, as specified above in Section 3, Requester shall either promptly deliver or cause to be delivered to PSE or certify to PSE the destruction of, all Confidential Information, including the Requester's Material, all copies of the Confidential Information in Requester's possession, and all other documents or the like reflecting or referencing the Confidential Information.
10. **Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision. No waiver will be binding unless executed in writing by an authorized representative of the Party permitting the waiver. The failure of either Party in any instance to insist upon strict performance of any of the terms and conditions of this Agreement does not excuse the continued performance of those terms and conditions of this Agreement. Nothing in this Agreement shall obligate PSE to make any disclosure to Requester of any (i) non-public or confidential trade secrets, commercial or financial information or other information of PSE, whether of a technical, business or other nature, or (ii) information that has been made available to PSE by any third person or entity that PSE is obligated to keep non-public or confidential, that PSE is otherwise legally obligated not to disclose.
11. **Modification.** This Agreement may not be amended except in a writing signed by an authorized representative of both Parties.
12. **Governing Law.** Washington law shall govern the interpretation and implementation of the Agreement and the resolution of any dispute between the parties regarding the effect of the Agreement without giving effect to principles of conflicts of law. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Washington

serving the county of King, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

- 13. Severability and Survival.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.
- 14. Assignment and Succession.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Any successor to or assignee of PSE shall assume its rights and obligations under this Agreement with or without notice to Requester. Requester may not assign its rights hereunder without the written permission of PSE.
- 15. Attorney's Fees.** If Requester breaches or defaults in the performance of any of the covenants, agreements, representations, or warranties described in this Agreement, then in addition to any and all of the rights and remedies which PSE may have against Requester, Requester will also be liable to and pay PSE its court costs and reasonable attorney's fees incurred in enforcing PSE's covenants, agreements, representations and warranties herein.
- 16. Notice.** All notices from Requester to PSE must be provided in writing, will refer to this Agreement, and will be sent in both electronic mail and postal service to PSE at the attention of PSE's Manager of Transmission and Policy and Contracts.
- 17. Entire Agreement.** The Parties agree that this Agreement and Requester's executed request for Confidential Information, incorporated herein and as modified, constitute their entire agreement with respect to the subject matter hereof and that it supersedes any prior agreements or understandings between them, whether written or oral.

[signature page follows]



Requester acknowledges that Requester has read the Agreement, had the opportunity to discuss it with counsel, and is executing it with an understanding of its provisions. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, effective as of the day, month and year written above.

Requester:_____

Puget Sound Energy, Inc.

Title:_____

By:_____

Employer:_____

Its: _____

Date:_____

Date: _____