

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GRID SUBJECT MATTER EXPERTS, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Grid Subject Matter Experts, LLC (GridSME) a Delaware Limited Liability Company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions of this Agreement and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – Sample Work Authorization Form

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2025 and terminate on December 31, 2029 (“Initial Term”).
- B. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to three (3) additional years through December 31, 2032 (“Option Periods”) in such increments as determined by City. Such extensions of term shall be authorized through an Amendment to this Agreement executed by the Parties. The Initial Term and Option Periods shall collectively be referred to as “Term”.

3. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is six hundred thousand dollars (\$600,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If either Party fails to perform any of its material obligations under this Agreement and fails to cure such default within thirty (30) days of written notice by the other Party, in addition to all other remedies provided by law, the non-defaulting Party may terminate this Agreement immediately upon written notice to the defaulting Party.

In the event of termination for default, the City will only pay Contractor for those Services which City determines are satisfactorily performed in accordance with the Agreement.

- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

Except for pre-existing intellectual property of Contractor and/or Contractor intellectual property that is embedded in any work product furnished by Contractor hereunder, all material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for non-Service-related work, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor no more than once per year upon reasonable notice and

within reasonable times. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any such claim arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. The total aggregate liability of Contractor and its subsidiaries, officers, employees and agents to City, its City Council, commissions, officers, employees, volunteers and agents and their insurers, collectively, for all claims (direct and third-party), damages, losses, expenses, costs, and liabilities of any kind arising out of this Agreement, whether such arise from a breach of contract; a defense, indemnification, or hold harmless obligation; warranty; tort, including negligence; strict liability; or otherwise, shall be limited to four (4) times the maximum compensation paid in Section 6, as amended; provided however, this limit shall not be less than the maximum compensation in Section 6, as amended. Notwithstanding the foregoing, the foregoing liability limitation shall not apply in the case of (i)

willful misconduct of Contractor's obligations under this Agreement; (ii) either Party's negligence causing death or personal injury to a third party or damage to property of a third party; or (iii) employee claims. For avoidance of doubt, nothing in this Agreement shall limit a Party's ability to seek specific performance, injunctive, or other equitable relief.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Each party agrees that waiver by the other of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and
manager@santaclaraca.gov

And to Contractor addressed as follows:
Grid Subject Matter Experts, LLC
145 Parkshore Drive, Suite 140,
Folsom, CA 95630
customerservice@gridsme.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying

(SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

26. PREVAILING WAGE

In the event the Services require payment of prevailing wage, Contractor shall comply, and ensure its subcontractors comply with Exhibit D.

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as Section 16000 et seq. of Title 8 of the California Code of Regulations, Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure by Contractor or its employees, agents, contractors, and subcontractors to comply with the prevailing wage laws.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GRID SUBJECT MATTER EXPERTS
a Delaware Limited Liability Company

Dated: 9/13/2024

By (Signature): _____

DocuSigned by:

Matt Barnes

Name: Matt Barnes
Title: CEO
Principal Place of Business Address: 145 Parkshore Drive, Suite 140, Folsom, CA
95630
Email Address: bdgroup@gridsme.com
Telephone: (916) 800-4545
"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

SECTION 1. GENERAL

Contractor shall provide all necessary supervision, labor, and services to provide support services for the **Supervisory Control and Data Acquisition (SCADA)** and North America Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) compliance for the City of Santa Clara Electric Utility, Silicon Valley Power (SVP) including consideration of Information Technology (IT) and Operational Technology (OT) practices.

SECTION 2. SPECIFIC WORK REQUIREMENTS

2.1 SCADA System

Contractor shall be responsible for providing the as-needed SCADA support and maintenance services to ensure the SCADA system is and remains compliant with NERC CIP requirements, including but not limited to:

- 2.1.1** Provide support for the SCADA system when issues arise.
- 2.1.2** Address system issues promptly and prepare the SCADA system for any new or upcoming regulatory changes.
- 2.1.3** Perform SCADA patch installations and document baseline changes in accordance with CIP-007 and CIP-010 requirements and identify any issues associated with future system enhancements
- 2.1.4** Provide WECC/NERC audit support related to the SCADA system;

2.2 CIP-004 Training Maintenance

Contractor shall provide CIP-004 Training Maintenance, including:

- 2.2.1** Provide as-needed training updates to support SVP's compliance with CIP-004 using platform approved by SVP.
- 2.2.2** Keep the training up to date and relevant to SVP's operations.

2.3 New CIP Compliance Requirements

Contractor shall provide support for implementation of new CIP Compliance Requirements, including:

- 2.3.1** Support and guidance to ensure the SCADA system achieves compliance with any new NERC Standards requirements.

2.3.2 Support and help guide SVP's compliance with any new CIP Standards.

2.4 Annual NERC CIP-010 Vulnerability Assessment

2.4.1 Upon request of SVP, Contractor will provide SVP with a cyber-vulnerability assessment (Vulnerability Assessment). The assessment will focus on:

2.4.1.1 Cyber-security best practices and consider all applicable NERC CIP requirements.

2.4.1.2 Critical Cyber systems physically located at SVP's control center, as well as assessment of any cyber systems that directly interact with the control center to the extent those systems could impact the control center.

2.4.1.3 Evaluation of other critical cyber systems that are relied on by SVP.

2.4.2 Contractor shall complete and document the Vulnerability Assessment no more than 15 months from the date of the last assessment.

2.4.3 Contractor may be requested to perform future Vulnerability Assessment if authorized pursuant to the process in Section 6 (Authorization of Services)

SECTION 3. SPECIAL REQUIREMENTS

3.1 Definitions

3.1.1 SVP Critical Infrastructure Protection Senior Manager (SVP CIP Sr. Manager): A single senior management official with overall authority and responsibility for leading and managing implementation of and continuing adherence to the requirements within the NERC CIP Standards.

3.1.2 **Security Incident:** A Security Incident is defined as (a) any breach event or known vulnerability or potential security flaw in the product delivered, or proposed to be delivered, to City and (b) any event perpetrated, or attempted, by any employee, contractor, or other provider working on behalf of Contractor delivering services to City, including, but is not limited to, unauthorized disclosure of non-public information, unauthorized remote or local use of subject product, unauthorized changes to product or to any other City system, product crashing due to third-party interference, embedded malware, or opening of unauthorized/undisclosed communication channels.

3.1.3 **Banned Vendors or Product:** Banned vendors or products are deemed to pose a threat to the U.S. bulk power system (BPS) or Bulk Electric

System (BES) and are identified in U.S. executive orders or by federal government agencies including, but not limited to, the Department of Defense, Department of Energy, the Department of Homeland Security, the Federal Energy Regulatory Commission, or the North American Electric Reliability Corporation

3.2 Notification of Security Incident

3.2.1 Contractor shall notify City immediately by email, whenever a Security Incident occurs.

3.2.2 Anytime Contractor becomes aware of a Security Incident, Contractor must provide notice by email to City contact person identified in this Agreement and the SVP CIP Sr. Manager, as soon as possible, but no more than five (5) business days after discovery. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) how the Security Incident occurred (e.g., a precise description of the reason for the system failure (root cause analysis) to the extent known – interim reports are allowable), (b) the nature, type, and scope of the Security Incident including which products or system(s) that may be impacted, (c) the scope of City information known or reasonably believed to have been disclosed, and (d) the measures taken or planned to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

3.2.3 Contractor shall provide written updates of the notice to City addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with City in City's efforts to determine the risk, if any, to the BES posed by the Security Incident, including providing additional information regarding the Security Incident upon request from City.

3.2.4 Contractor shall ensure a confirmation of receipt is received by the City for all initial and follow-up communication regarding the Security Incident.

3.3 Coordination of Responses Related to Security Incident

3.3.1 Development and Implementation of a Security Incident Response Plan

3.3.1.1 To the extent practicable, Contractor shall share any documentation (policies, plan, and procedures), and any updates to such documentation, to address Security Incidents ("Response Plan") in place to mitigate the harmful effects of Security Incidents and addressing and remedying the

occurrence to prevent the recurrence of Security Incidents in the future.

3.3.1.2 Contractor shall provide City access to inspect its Response Plan. The Response Plan should align with the best practices consistent with the contingency planning requirements of National Institute of Standards and Technology (NIST) Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended from time to time.

3.3.1.3 As soon as practicable, understanding time is of the essence, upon learning of a Security Incident related to the products and services provided to City by Contractor, Contractor shall notify City of that implementation by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov.

3.3.2 Prevention of Recurrence. As soon as practicable, understanding time is of the essence, Contractor shall provide recommendations, action plans, and/or mitigating controls to City on actions that City may take to assist in the prevention of recurrence, as applicable or appropriate.

3.3.3 Notification to Affected Parties. Contractor will, at its sole cost and expense, assist and cooperate with City with respect to any investigation of a Security Incident, to the extent the Security Incident involves or arises from Contractor-provided products or services, disclosures to affected parties, and other remedial measures as requested by City in connection with a Security Incident or required under any applicable laws related to a Security Incident, to the extent necessary.

3.4 Verification of Software Integrity and Authenticity of Patches

3.4.1 Hardware, Firmware, Software, and Patch Integrity and Authenticity: Contractor shall comply with SVP's CIP-010 Policy and Procedure as it may be amended from time to time regarding the verification of the identity of the patch source and the integrity of the software obtained from the source.

3.4.2 Viruses, Firmware and Malware: Contractor shall make commercially reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to City.

3.4.3 Computer Viruses and Malware: Contractor shall warrant that it has no knowledge of any computer viruses or malware coded or introduced into

any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

- 3.4.4 Remedies.** If a virus or other malware is found to have been coded or otherwise introduced as a result of Contractor's product, service, actions, or negligence, Contractor shall immediately, and at its own cost take all necessary remedial action and provide assistance to City to eliminate the virus or other malware throughout City's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of City; and restoring previous functionality of the affected device, system, or product.

3.5 Controls for Remote Access

Contractor directly, or through any of their affiliates, subcontractors or service providers, connecting to City's systems or networks shall agree to comply with the following protective measures:

- 3.5.1** In the course of furnishing products and services to City under the Agreement, Contractor shall not access, and shall not permit Contractor personnel to access City property, systems, or networks or City information without City's prior express written authorization. Such written authorization may subsequently be revoked by City at any time in City's sole discretion. Further, any Contractor personnel access shall be consistent with, and in no case exceed the scope of, any such approval granted by City. All City authorized connectivity or attempted connectivity to City's systems or networks shall be in conformity with City's security policies, including, but not limited to, those policies used to address the NERC CIP reliability standards, as may be amended from time to time.
- 3.5.2** Contractor shall maintain controls designed to protect City-issued credentials and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of City-issued credentials.
- 3.5.3** Prior to using any virtual private network or other device to simultaneously connect machines on any City system or network to any machines on any Contractor or third-party systems, Contractor shall:
 - 3.5.3.1** Provide City with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
 - 3.5.3.2** Agree that any computer used by Contractor personnel to remotely access any City system or network will not

simultaneously access the Internet or any other third-party system or network while logged on to City systems or networks.

- 3.5.4 Contractor shall ensure that City-issued credentials issued to Contractor personnel for accessing City networks are not shared between Contractor personnel.
- 3.5.5 Contractor shall recommend any additional protective measures to address the security of remote and onsite access to City Information, City systems and networks, and City property.

3.6 Contractor Notification of Remote or Onsite Access Revocation

3.6.1 Contractor shall immediately take all steps necessary to remove Contractor personnel's access to any City Information, systems, networks, or property at such time when:

3.6.1.1 Any Contractor personnel no longer requires such access in order to furnish the services or products provided by Contractor under the Agreement;

3.6.1.2 Any Contractor personnel is terminated or suspended or his or her employment otherwise ends; or

3.6.1.3 Contractor reasonably believes any Contractor personnel poses a threat to the safe working environment at or to any City property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or employee or City Information.

3.6.2 Contractor shall notify City, no later than close of business on the same day as the day termination or change set forth in this section, occurs. Additionally, Contractor will notify City by contacting the CIP Senior Manager, at jipsaro@SantaClaraCA.gov, and SVP Systems Support at SVPsupport@SantaClaraCA.gov, upon removal of access to City Information as well as City property, systems, and networks.

3.7 **Contractor Cybersecurity Policy:** Contractor shall provide to City its cybersecurity policy and implement and comply with that cybersecurity policy.

3.8 **Return or Destruction of City Information:** Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request, Contractor will return to City all hardware and removable media provided by City containing City Information. If the hardware or removable media containing City Information is owned by Contractor or a third-party, a statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated City security representative within fifteen (15) calendar days after

completion of the delivery of the products and services to be provided under this Agreement, or at any time upon City's request.

3.9 Audit Rights: City or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. Contractor shall provide all information reasonably requested by City in connection with any such audits and shall provide reasonable access and assistance to City upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits.

3.10 Regulatory Examinations: Contractor agrees that any regulator or other governmental entity with jurisdiction over City and its affiliates, including but not limited to the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC), may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems requested by the regulator or other governmental entity. Contractor shall comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes. The foregoing cooperation and assistance will be rendered at Contractor's then-current time and materials rates, subject to the process in Section 6.

SECTION 4. CONTRACTOR PERSONNEL

4.1 Project Manager:

4.1.1 Contractor must designate one (1) Project Manager to communicate with the City during performance of Services. The Project Manager is the designated point of contact for the City to communicate tasks and receive feedback.

4.1.2 A separate project manager may be designated for specific Work Authorizations, but the Project Manager defined in Section 4.1.1 will have ultimate responsibility for communications.

4.1.3 The Project Manager must be capable of communicating effectively with City staff.

4.2 Staffing

- 4.2.1 Contractor shall be responsible for its employees' professional and technical competence and will select appropriate individuals who are qualified, certified, and/or licensed to perform the assigned task.
- 4.2.2 Contractor shall inform City immediately of any change in key personnel assigned to this agreement. Contractor shall submit the resumes and other qualifications of the proposed replacement employee(s) to City for review and approval.
- 4.2.3 City may reasonably request reassignment of key staff, including the Project Manager. In the event of a request, Contractor shall submit the resumes and other qualifications of proposed replacement employee(s) to City for review and approval.

4.3 Employee Training

- 4.3.1 At Contractor's sole cost and expense, Contractor shall provide recurring, periodic (no less than annual) training to its employees (including subconsultants or subcontractors) appropriate to the duties and responsibilities of each employee.
- 4.3.2 Training shall follow Contractor's standard policies and procedures and shall be in compliance with all applicable federal, state, and local laws.
- 4.3.3 At the City's request, Contractor shall submit copies of training records for its employees.

SECTION 5. ADDITIONAL REQUIREMENTS

- 5.1 Contractor shall be responsible for providing the following, as required for the Services:
 - 5.1.1 Supervision and administrative support
 - 5.1.2 Program and project management services
 - 5.1.3 Subconsultant and subcontractor management
- 5.2 Reports
 - 5.2.1 Contractor shall provide regular cost, schedule, and status updates on Services performed during the Term.
 - 5.2.2 Depending on work activity associated with the Services, status updates may be required daily, weekly, or monthly at the direction of City.
 - 5.2.3 Contractor shall provide all reports in electronic format and hard copy if requested by the City.

SECTION 6. AUTHORIZATION OF SERVICES

- 6.1** When Services other than those specified in Section 2.1 are required, City will notify Contractor to provide a proposal for Services. City will provide a description of the Services required and any other relevant information (Work Request). This Section is not applicable to the Services described in Section 2.1.
- 6.2** Proposal. Contractor shall prepare and submit a proposal (Proposal) for each Work Request that includes:
- 6.2.1** A work plan that includes a detailed description by task of the services to be performed.
 - 6.2.2** A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.
 - 6.2.3** A list of Contractor's personnel and subcontractors
 - 6.2.4** Any required drawings or documents.
 - 6.2.5** A list of City responsibilities.
 - 6.2.6** An itemized cost proposal showing hours and hourly rates by position as listed in Exhibit B for both Contractor and subcontractor personnel if applicable.
 - 6.2.7** All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.
 - 6.2.8** Costs for any additional equipment, parts, or services required for completion of Services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no additional cost to the City.
 - 6.2.9** The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.
 - 6.2.10** Contractor must submit a revised Proposal to the City based upon such negotiations.
- 6.3** Work Authorization:
- 6.3.1** If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum compensation in Section 6 of the Agreement (when combined with all previously authorized Services

including those tasks in Section 2.1), the City may authorize Services as set forth in this Section.

- 6.3.2** For Proposals with a total cost exceeding \$50,000, Work Authorizations shall be issued in substantially the same format as Exhibit D (“Work Authorization”). Each Work Authorization shall describe the services and deliverables the Contractor must provide, the time limit within which the Contractor must complete the service and deliverables, and the compensation for the additional services.
- 6.3.3** Subject to the terms and conditions of this Agreement, Contractor and City will negotiate the specific scope and requirements of each Work Authorization.
- 6.3.4** Each Work Authorization shall have a Purchase Order attached to it. A Purchase Order (“Purchase Order”) is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each Work Authorization.
- 6.3.5** For Proposals with a total cost less than \$50,000, a signed Work Authorization is not required. The City will issue a Purchase Order authorizing services and the Purchase Order will serve as the Work Authorization.
- 6.3.6** Only the Assistant Director of the Electric Utility, Electric Utility Chief Operating Officer, or Chief Electric Utility Officer may, on behalf of the City, execute a Work Authorization.

6.4 Changes to Work Authorization:

- 6.4.1** Contractor shall notify the City immediately when a situation occurs that may result in a change to the total project cost or specific line items in a Work Authorization or Purchase Order. Contractor shall provide the reason for the change specific to each Work Authorization or Purchase Order.
- 6.4.2** In the event that unanticipated issues result in costs that exceed the total of the Work Authorization or Purchase Order or changes to line items in a Purchase Order, Contractor shall submit to the City an updated Proposal for review and approval from the City in advance of performing any additional services. The City will issue a new or amended Work Authorization (if required pursuant to Section 6.3.2) or Purchase Order (as applicable) to authorize such additional services.

6.5 A Work Authorization must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal or Work

Authorization - even if the Proposal or Work Authorization expressly states that it is intended to control. Any conflicting terms and conditions in a Work Authorization are invalid and unenforceable.

- 6.6 Each Work Authorization and Purchase shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.
- 6.7 If Contractor begins services or fails to dispute a Purchase Order within three (3) business days, Contractor is assumed to have accepted the terms of the Purchase Order.
- 6.8 The City (through the individuals listed in Section 6.3.6 or, in the case of Purchase Orders, the Finance Department) may terminate a Work Authorization or Purchase Order for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.
- 6.9 Proposals, pricing, quotes, and invoices are not confidential and will not be treated as confidential even if marked confidential when submitted.
- 6.10 Contractor shall not initiate services and the City will not compensate Contractor until the City has (1) executed the Work Authorization for such services, when applicable, (2) issued a Purchase Order, and (3) directed the Contractor to perform services.**

**EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS**

SECTION 1. MAXIMUM COMPENSATION

- 1.1 The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 of this Agreement.
- 1.2 The City does not guarantee a minimum compensation under this Agreement.

SECTION 2. RATES

- 2.1 Rates. Contractor shall submit Proposals and invoice all Services at the rates listed in Appendix B1 (Rates) attached and incorporated by reference.
- 2.2 Rates listed in Appendix B1 are fully burdened and will remain fixed for the first two (2) years of the Agreement. Such rates include all travel, per-diem and any out-of-pocket expenses. Contractor will not invoice any other costs as part of this Agreement.
- 2.3 Rate Increase. Rates shall be firm for the first two years of the Contract Term. After the first two years, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement. Annual rate increase requests shall be based on the percentage change in the Consumer Price Index (CPI) for all Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, for the most recent 12-month period, as published by the Bureau of Labor Statistics (BLS). Requests for increases that exceed 3% will not be considered by the City. References to alternate rates in quotes that have not been separately authorized pursuant to this section are not approved.
- 2.4 Reimbursable Expenses: There are no reimbursable expenses under this Agreement.

SECTION 3. PAYMENT PROVISIONS

- 3.1 Contractor shall provide an invoice to the City on a monthly basis for Services completed in the preceding month. The invoice must include the following information:
 - 3.1.1 Invoice Number, Purchase Order Number (if applicable), and Invoice Period.

- 3.1.2** Current amount due with a time and materials breakdown: titles, hours, hourly rates, and any City approved reimbursable expenses itemized with supporting documentation.
- 3.1.3** Each invoice shall provide sufficient detail for City to verify that the rates listed in Appendix B1 are charged.
- 3.2** Pre-Payment. City shall not be required to pay a deposit or any other form of pre-payment prior to Contractor beginning the Services.
- 3.3** Payment Limited to Satisfactory Work. Contractor is not entitled to any payments until the City concludes that the Services and/or any furnished deliverables have been satisfactorily performed.
- 3.4** Recalculation. The City may recalculate and pay invoices based on the rates established in this Agreement.
- 3.5** Payment. If there are no discrepancies or deficiencies in the submitted invoice and Contractor has submitted all required certified payroll, City shall process the invoice for payment.
- 3.6** Confidential. Invoices are not confidential, even if marked as confidential when submitted.

**APPENDIX B1 TO EXHIBIT B
RATES**

Resource Level	Hourly Bill Rate
CEO or Executive	\$350
Vice President, Principal/Lead Consultant	\$310
Director	\$280
Senior Consultant, Senior Engineer, Senior Project Manager, Senior Technician, Manager	\$250
Implementation Lead, Specialist, Technical Analyst, Engineer, Project Manager, Technical Writer	\$225
Associate Specialist, Associate Analyst, Associate Engineer, Project Coordinator	\$200
Engineering Intern/Technician, Technical Data Analyst	\$175
Administrative Support	\$125

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, during the period of performance of the Agreement and for twenty-four (24) months after the end of the term at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another;
 - c. Coverage shall be written on an occurrence form; and
 - d. Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. Coverage shall be written on an as occurrence form.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. UMBRELLA/EXCESS LIABILITY

Umbrella or Excess Liability insurance policy with a minimum each occurrence and aggregate limit of not less than five million dollars (\$5,000,000). Such coverage must include, as scheduled policies, the employers liability insurance, commercial general liability insurance (including completed operations) and automobile liability insurance described above. The coverage under the Umbrella or Excess policy shall be at least as broad as the underlying coverage and shall otherwise follow form.

E. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office. Coverage provided under a claims made policy form must be carried for two (2) years after completion of all Work.

F. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

G. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

H. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

I. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Electric Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D

SAMPLE WORK AUTHORIZATION FORM

This work authorization ("Work Authorization") is made pursuant to the Agreement for Service between the City of Santa Clara and Grid Subject Matter Experts, LLC ("Agreement"). This Work Authorization is governed by the provisions of the Agreement and is hereby incorporated into that Agreement by reference. All Services shall be using the terms and rates included in the Agreement. In the event of any inconsistency between the terms and conditions of the Work Authorization and the Agreement, the terms and conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

WORK AUTHORIZATION NUMBER:		<input type="checkbox"/> Original
Contract No.		<input type="checkbox"/> First Revised
Contractor Name/Address:		<input type="checkbox"/> Second Revised
Expiration Date of Agreement:		<input type="checkbox"/> Other _____
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Authorization:	Start Date:	Expected Completion Date:
Maximum Compensation of Agreement:		
Previously Committed Funds:		
Available Funds		
Maximum Compensation for this Work Authorization		
Remaining Available Funds		
Sufficient funds are available in Fund #: (to be completed by City)		
Contractor Representative Name (Print)		
Contractor Representative Signature		
Contractor Representative Signature Date		
City Project Manager Name (Print)		
Authorized City Representative (Print)		
City Representative Signature		
City Representative Signature Date		
* Authorized City Representatives include Electric Utility Assistant Director, Chief Electric Utility Operating Officer, Chief Electric Utility Officer		

PART B: SERVICES TO BE PERFORMED

1. REVISED WORK AUTHORIZATION

- No
- If yes, provide a brief description of the change(s).

2. SCOPE OF SERVICES TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the terms and conditions of the Agreement. (Insert a detailed Scope of Services below or attach as a separate file.) Scope of Services and cost proposal shall meet all of the provisions of Section 6 of Exhibit A and Section 2 of Exhibit B.

3. COMPENSATION

- a. **Basis of Compensation:** Time & Materials

-
- b. **Payment Schedule:**
 Monthly

- c. **Payment Terms.** Provide payment terms below or attach as a separate file.

Certificate Of Completion

Envelope Id: 7E72420B848D4615B3EAE5B41E309AA5	Status: Completed
Subject: Please Docusign This Document - SVP Updated MSA for CIP Services	
Source Envelope:	
Document Pages: 30	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sara Rhodes
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	145 Parkshore Drive
	Suite 140
	Folsom, CA 95630
	srhodes@gridsme.com
	IP Address: 64.207.219.137

Record Tracking

Status: Original	Holder: Sara Rhodes	Location: DocuSign
9/13/2024 8:57:40 AM	srhodes@gridsme.com	

Signer Events

Matt Barnes
 mbarnes@gridsme.com
 CEO
 Grid Subject Matter Experts, LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 Signature Adoption: Pre-selected Style
 Using IP Address: 97.94.148.170

Timestamp

Sent: 9/13/2024 8:58:27 AM
 Viewed: 9/13/2024 10:13:30 AM
 Signed: 9/13/2024 10:13:49 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/13/2024 10:13:29 AM
 ID: c49568f2-7584-4692-8324-5bcad5629144

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2024 8:58:28 AM
Certified Delivered	Security Checked	9/13/2024 10:13:30 AM
Signing Complete	Security Checked	9/13/2024 10:13:49 AM
Completed	Security Checked	9/13/2024 10:13:49 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, GridSME (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact GridSME:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: customerservice@gridsme.com

To advise GridSME of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at customerservice@gridsme.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from GridSME

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to customerservice@gridsme.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with GridSME

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to customerservice@gridsme.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify GridSME as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by GridSME during the course of your relationship with GridSME.