



PACIFIC GAS AND ELECTRIC COMPANY NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and COUNTY OF MONTEREY, (the "ReceivingParty").

RECITALS

WHEREAS, PG&E is the current owner of gas transmission and distribution pipelines and other gas facilities associated with these pipelines, and

WHEREAS, at the request of the Receiving Party, PG&E agrees to share detailed natural gas system maps and transmission and distribution pipeline details which is Proprietary Information, with the Receiving Party, as defined below in "Definition" Paragraph 3, "PROPRIETARY INFORMATION," and

WHEREAS, the Receiving Party commits to protect, use, handle, and safeguard the Proprietary Information it receives from PG&E in accordance with the duties and responsibilities set forth herein, giving it the same degree of care as the Receiving Party exercises with its own Proprietary Information to prevent its unauthorized disclosure.

DEFINITION

1. "PARTIES" as used herein means PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California Corporation and the COUNTY OF MONTEREY (the "Receiving Party").
2. "AGREEMENT" as used herein means an arrangement between two Parties, a properly executed and legally binding contract. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
3. "PROPRIETARY INFORMATION" as used herein means PG&E information or data, including but not limited to: Records related to PG&E gas facilities previously and currently operated or owned by PG&E or its previous subsidiaries or its contractor(s), which PG&E considers to be a trade secret or competitively sensitive. It may include written or verbal/visual information. PG&E's proprietary information may include records of any kind provided to the Receiving Party by PG&E, including paper records, documents, computer or cyber records, magnetic tape, maps, construction records, computer software or any other similar type of machine-readable format.
4. "NEED TO KNOW" as used herein means PG&E's information or data disclosed with the Receiving Party will be kept as Proprietary Information in confidence and the Receiving Party will not disclose such Information to third parties or any other persons unless that third party or person has an agreement in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound (Non-Disclosure Agreement).

AGREEMENT

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. PURPOSE AND USE: The purpose of this Agreement is to protect PG&E Proprietary Information. The Receiving Party may use any Proprietary Information received hereunder to facilitate an understanding of scenarios where and why targeted electrification/gas asset retirement projects may be possible or advisable. The Receiving Party may use any Proprietary Information received hereunder only



for internal evaluation and use consistent with the purpose of this Agreement. Any other use shall be only with the prior written consent of PG&E.

2. **NON DISCLOSURE:** Subject to "Agreement" Paragraph 5, "Exceptions to Non-Disclosure," the Receiving Party agrees to keep Proprietary Information in confidence and not disclose such Information to third parties or any other persons except employees, agents, consultants, or subcontractors of the Receiving Party with a "need to know" in order to accomplish the sole purpose stated above, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound.

3. **OWNERSHIP OF PROPRIETARY INFORMATION:** All Proprietary Information delivered by PG&E to the Receiving Party pursuant to this Agreement shall be and remain the property of PG&E. Written analyses or summaries of Proprietary Information shall be limited only to and reference only Proprietary Information related to PG&E detailed natural gas system maps and transmission and distribution pipeline details.

4. **NO LICENSE RIGHTS:** This Agreement and any Proprietary Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, to the Receiving Party any rights by license or otherwise to such Proprietary Information or to any invention or patent or patent application now or hereafter owned or controlled by PG&E.

5. **EXCEPTIONS TO NON-DISCLOSURE:** Notwithstanding "Agreement" Paragraph 2, "Non-Disclosure," the Receiving Party shall not be liable under this Agreement for a disclosure or use of Proprietary Information received hereunder where the Proprietary Information:

- 5.1 was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement; or
- 5.2 was known by the Receiving Party at the time of disclosure without restrictions on its use, or was independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from the Proprietary Information, each as shown by adequate documentation; or
- 5.3 is disclosed to the Receiving Party by a third party without restriction and without breach of any agreement; or
- 5.4 is disclosed with the prior written approval of PG&E; or
- 5.5 is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or a request for information or audit from a governmental authority of competent jurisdiction, or a request pursuant to the California Public Records Act (Act), provided that prior to such disclosure, PG&E is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure. In the event that any lawsuit, action, or other legal proceeding is brought against Receiving Party by any person(s) or entity(ies) regarding the disclosure of the information PG&E has articulated as being exempt from disclosure under the Act, evidenced by any legal basis provided by PG&E after receiving notice of a request for public records submitted under the Act, under any theory (collectively the "Actions"), PG&E hereby agrees to release Receiving Party from any such liability and to defend, indemnify and hold harmless Receiving Party from any



6. **INJUNCTIVE RELIEF:** Each Party hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement, and (b) any breach causes PG&E irreparable harm, for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages, subject to the limitations set forth in Section 5.5.

7. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, except as provided for in section 5.5.

8. **TERM:** Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice. Termination shall not abrogate the Receiving Party's obligations hereunder for Proprietary Information received prior to the date of termination. The nondisclosure provisions of this Agreement and Section 5.5 shall survive the termination hereof and shall continue until written permission is obtained from PG&E releasing Receiving Party from its confidentiality obligations hereunder.

9. GENERAL PROVISIONS

- 9.1 **NOT A JOINT VENTURE:** Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall be required to reimburse the other for expenditures or costs incurred hereunder. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
- 10.2. **NO FUTURE CONTRACT RIGHTS:** This Agreement and the disclosure of Proprietary Information hereunder is not an offer, promise or acceptance of any future contract or amendment of any existing contract.
- 10.3 **NO WARRANTIES OR REPRESENTATIONS:** Neither Party makes any warranty or representation of any kind, either express or implied, concerning the Proprietary Information exchanged under this Agreement. The Receiving Party shall not rely on the Proprietary Information for any purpose other than to make its own evaluation thereof.
- 10.4 **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.
- 10.5 **BINDING AGREEMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement contains the entire understanding between the Parties with respect to Proprietary Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party.
- 10.6 **NO WAIVER:** Notwithstanding any of the foregoing provisions, this Agreement is not and shall not be construed as a waiver of any rights or obligations of either Party under any other pre-existing agreements or by law.



**PACIFIC GAS AND ELECTRIC COMPANY
NON-DISCLOSURE AGREEMENT**

PACIFIC GAS AND ELECTRIC COMPANY

COUNTY OF MONTEREY

Signature of Authorized Agent of Company

Signature of Authorized Agent of Company

Anna Brooks
Name (Print)

Name (Print)

Director, Local Government Affairs
Title

Title

Date of Signature

Date of Signature ("Effective Date")