

INFORMATION SHARING AND NONDISCLOSURE AGREEMENT

This Information Sharing and Nondisclosure Agreement (“Agreement”) is made as of February __, 2022 (“Effective Date”) between San Diego Gas & Electric Company, a California corporation (“Company”) and County of San Diego (“CSD”). The parties hereby agree as follows:

1. Definition of Confidential Information.

1.1 “Confidential Information” means the names, addresses, telephone numbers, and email addresses of Company’s accountholders residing in the County of San Diego. Confidential Information does not include information (1) known to CSD or its Representatives prior to obtaining same from Company; (2) in the public domain at the time of disclosure by the Company; (3) lawfully obtained by the CSD or its Representative from a third party who did not receive same, directly or indirectly, from Company; (4) that is or was independently developed by persons who had no access to the Confidential Information; or (5) approved for release by written authorization of an authorized representative of the Company. Any party claiming that any of the foregoing five exceptions apply will have the burden of proof to establish such applicability.

1.2 “Representatives” means directors, officers, employees, partners, affiliates, agents, and/or advisors.

2. Access to Confidential Information. Company shall provide Confidential Information to CSD for the sole purpose of enrolling CSD residents in a County-operated or city-operated public emergency warning system.

3. Notification and Opt-Out. CSD shall notify the individuals listed in the Confidential Information when they are enrolled in the public emergency warning system. This notification will include a process to opt out of the warning system and terminate CSD’s access to the individual’s contact information for purposes of the warning system.

4. Limited Use; Nondisclosure. CSD hereby agrees that it shall use the Confidential Information solely for the purpose of enrolling and providing notifications to CSD residents in a County-operated or city-operated public emergency warning system consistent with the provisions of Government Code section 8593.4. CSD shall ensure the confidentiality of the Confidential Information is protected under reasonable security procedures, and shall not disclose Company’s Confidential Information to any individual other than a Representative. Except as otherwise provided herein, CSD will keep confidential and not disclose the Confidential Information. CSD shall cause each of its Representatives to become familiar with, and abide by, the terms of this Agreement as though it was a party hereto. CSD shall ensure that a local government or a third-party contractor or agent that assists with or administers the emergency warning system may not use the Confidential Information for any purpose other than for emergency notification consistent with Government Code section 8593.4.

5. Court or Administrative Order. Notwithstanding the provisions of Article 2 above, CSD and its Representatives may disclose any of the Confidential Information in the event, but only to the extent, that, based upon reasonable advice of counsel, it is required to do so by the disclosure requirements of any law, rule, or regulation or any order, decree, subpoena or ruling or other similar process of any court, securities exchange, governmental agency or governmental or regulatory authority. To the extent allowed by law, prior to making or permitting any of its Representatives to make such disclosure, CSD shall provide Company with prompt written notice of any such requirement so that the Company (with CSD’s assistance, at Company’s expense) may seek a protective order or other appropriate remedy.

6. Document Retention. At any time when the Confidential Information is no longer needed for the public emergency warning system, CSD shall promptly deliver to Company or destroy (with such destruction to be certified to the Company) all portions of documents (and all copies thereof, however stored) furnished to or prepared by CSD and its Representatives that contain or are based on or derived

from Confidential Information and all other portions of documents in CSD's possession that contain or that are based on or derived from Confidential Information (to the extent so derived). This same procedure shall apply to the contact information of an individual who has terminated CSD's access pursuant to section 3 of this Agreement. Notwithstanding the foregoing, CSD will not be required to return or destroy Confidential Information that has been created solely by CSD's automatic archiving and back-up procedures, but only to the extent created and retained in a manner consistent with such procedures and not for any other purpose, and *provided* that such automatically archived or backed-up copies will be subject to the confidentiality provisions of this Agreement.

7. Term; Survival. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by mutual agreement of the parties in writing or until all Confidential Information is destroyed or returned to Company by CSD. However, the obligations and restrictions on CSD set forth herein, and the Company's rights to enforce the same, shall nevertheless remain in full force and effect with respect to Confidential Information while any part of the Confidential Information is possessed by CSD. Moreover, CSD represents, warrants, and covenants that security procedures and practices appropriate to the nature of Confidential Information involved are in place and will be used at all times with respect thereto to protect it from unauthorized access, destruction, use, modification, or disclosure. Without limiting the generality of the foregoing or any other provision of this Agreement, CSD shall access, collect, store, use, and disclose the Confidential Information under policies, practices and notification requirements no less protective than those under which Company operates.

8. Assignment. Neither party shall permit this Agreement or any of its rights or obligations hereunder to be assigned or delegated voluntarily, involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner, without the other party's prior written consent (which consent may not be unreasonably withheld), and any attempted assignment without such consent will be null and void.

9. Remedies. The parties acknowledge that the Confidential Information is valuable and unique and that damages would be an inadequate remedy for breach of this Agreement, and the obligations of each party and its Representatives are specifically enforceable. Accordingly, the parties agree that in the event of a breach or threatened breach of this Agreement by CSD, the Company shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, money damages or any other available legal or equitable remedy. **Neither party nor any of its Representatives shall have any liability to any other party or its Representatives for any special, indirect, incidental or consequential loss or damage whatsoever, including, without limitation, lost profits or lost investment opportunity, even if such party has been advised in advance that such damages could occur.**

10. Other Business Opportunities. The holding of discussions between the parties and the disclosure of Confidential Information shall not be construed as an obligation on the part of either party to refrain from engaging at any time in the same business or any business similar or dissimilar to the business in which the other party is now engaged. Further, except as otherwise agreed in writing, Confidential Information received concerning the Company's future plans is tentative and does not represent firm decisions or commitments by either party. Either party may meet with third persons and may receive information similar to the Confidential Information which the party received under this Agreement.

11. No Implied Licenses. Nothing in this Agreement will be construed as granting any rights to CSD, by license or otherwise, to any of the Company's Confidential Information, except as specifically stated in this Agreement.

12. No Warranty. Each party acknowledges and agrees that the Company and its Representatives make no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information and that the Company and its Representatives shall have no liability relating to or arising from the use of the Confidential Information or for any errors therein or omissions therefrom.

13. No Waiver. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege available hereunder or under applicable law shall operate as a waiver thereof, nor

shall any single or partial exercise thereof preclude any other or further exercise thereof of any other such right, power or privilege.

14. Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and may be amended only in writing signed by both parties. This Agreement supersedes any previous confidentiality or nondisclosure agreement or contractual provisions between the parties to the extent they relate to the subject matter hereof. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original counterpart of this Agreement.

15. Governing Law. The formation, interpretation and performance of this Agreement shall be governed by the internal laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

16. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses (including expert testimony) and reasonable attorneys' fees, including allocated costs and fees of in-house counsel, incurred therein by the prevailing party.

17. Venue and Jurisdiction. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of San Diego, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Southern District of California), and the parties hereby submit to the exclusive jurisdiction of such courts.

18. Notices. Any notice, request, claim, demand, or other communication between the Parties required or permitted by this Agreement, or otherwise made in connection with this Agreement must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if transmitted by national overnight courier to a physical address (not a PO Box), with confirmation of delivery; (c) upon transmission if sent by electronic mail, *provided* that the sender shall also either send a hard copy of the notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the notice from the recipient. In each of the foregoing cases, notice must be addressed as follows (or at such other address for a Party as specified in a notice given in accordance with this Article):

If to Company:

San Diego Gas & Electric Company 8330 Century Park Court, SD1340 San Diego, CA 92123 Email: tporter@sdge.com Attention: Thom Porter	With a copy to: San Diego Gas & Electric Company 8330 Century Park Court, CP32A San Diego, CA 92123 Email: fbacaj@sdge.com Attention: General Counsel
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If to CSD:

Jeff Toney San Diego County Office of Emergency Services 5580 Overland Avenue, Suite 100 San Diego, CA 92123 Email: jeff.toney@sdcounty.ca.gov Attention: Jeff Toney	With a copy to: Mark Day Senior Deputy County Counsel 1600 Pacific Highway, Room 355 San Diego, CA 92101 Email: mark.day@sdcounty.ca.gov Attention: Mark Day
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These addresses may be changed by written notice to the other party provided that no notice of a change of address shall be effective until actual receipt of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

19. Savings Clause; Effect of Uniform Trade Secrets Act. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. In the event of any conflict between any provision hereof and any provision of the Uniform Trade Secrets Act of California, the provision affording the greater degree of protection to the Company shall control.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

COUNTY OF SAN DIEGO

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: e-Signed by Jeff D. Toney
Name: Jeff Toney
Title: Director, San Diego Office of
Emergency Services

By: [REDACTED]
Name: John D. Jenkins
Title: Vice President – Electric Systems
Operations

Approved as to legal form: F.B.