

**NON-DISCLOSURE AGREEMENT
FOR THE EXCHANGE OF CONFIDENTIAL INFORMATION IN DATA INTEGRATED
GEOSPATIAL SOFTWARE APPLICATION**

This Non-Disclosure Agreement (“Agreement”) is made this ____ day of _____, 20__ by and between PJM Interconnection, L.L.C. (“PJM”), a Delaware limited liability company, with offices at 2750 Monroe Boulevard, Audubon, PA 19403 and each of the Undersigned Transmission Owners (hereinafter PJM and Undersigned Transmission Owners are collectively referred to as “Parties” and individually as a “Party).

RECITALS:

WHEREAS, PJM serves as the Regional Transmission Organization with reliability and/or functional control responsibilities over transmission systems involving all or parts of thirteen states and the District of Columbia, and operates and oversees wholesale markets for electricity pursuant to the requirements of the PJM Open Access Transmission Tariff (“PJM Tariff”) and the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”);

WHEREAS, the Transmission Owners recognize that, while PJM serves as the Regional Transmission Organization for the PJM Region, the Transmission Owners within the PJM Region perform certain Transmission Functions with respect to their individual transmission systems and distribution systems (to the extent such distribution system facilities are used for purposes of providing transmission service under the PJM Tariff);

WHEREAS, PJM has developed a Software Application that will allow PJM and the Undersigned Transmission Owners to improve situational awareness of the bulk power system by layering data geospatially;

WHEREAS, the Parties desire to enter into this Agreement to protect and maintain from disclosure to third parties the Confidential Information that will be exchanged in the software application to facilitate reliable operations; and

WHEREAS, this Agreement is a statement of the conditions and requirements, consistent with the requirements of the Operating Agreement, whereby a Disclosing Party may provide Confidential Information to a Party for the purpose of the Party executing its Transmission Functions.

NOW, THEREFORE, in consideration of the mutual promises made herein intending to be legally bound, the Parties agree as follows:

A. Definitions

All capitalized terms that are not otherwise defined herein have the meaning as defined in the Tariff, Operating Agreement, and Reliability Assurance Agreement Among Load Serving Entities in the PJM Region (“RAA”).

1. “Agreement” means this Non-Disclosure Agreement as it may be amended,

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modified or otherwise supplemented, as in effect from time to time.

2. “Competitive Duties” means (1) the marketing, purchase, or sale of electric power at wholesale, (2) the direct supervision of any employee with responsibilities for the marketing, purchase, or sale of electric power at wholesale, or (3) the provision of electricity marketing consulting services to persons or entities engaged in the duties described in (1) or (2).
3. “Confidential Information” means transmission system and generator real-time operational data described in Operating Agreement, section 18.17.6 and 18.17.7 provided to PJM which is incorporated into the Software Application. Confidential Information shall be disclosed only to Reviewing Representatives and only used to enable a Party to perform its Transmission Functions.
4. “Disclosing Party” means the Party furnishing the other Parties with Confidential Information.
5. “Non-Disclosure Certificate” means the certificate annexed hereto by which Reviewing Representatives seeking access to Confidential Information shall certify their understanding that such access to Confidential Information is provided pursuant to the terms and conditions of this Agreement and that each Reviewing Representative has read this Agreement and agrees to be bound by it.
6. “Notes” or “Notes of Confidential Information” means memoranda, handwritten notes, or other form of information (including electronic form) which copies or discloses Confidential Information.
7. “Reviewing Representative” means an employee, agent, consultant, or contractor of a Party who has signed or electronically signed a Non-Disclosure Certificate.
8. “Software Application” means a data integrated geospatial software application used by PJM that includes Confidential Information such as geospatial locations and other real time operational data that is useful for reliable operations of the transmission systems for which PJM has reliability and/or functional control responsibilities.
9. “Standards of Conduct” means the standards as set forth in 18 C.F.R. Part 358 as amended or superseded from time to time
10. “Third Party Request” means any request or demand by any entity upon a Party or Reviewing Representative for release or disclosure of Confidential Information. A Third Party Request shall include, but not limited to, any subpoena, discovery request, or other request for Confidential Information made by any entity not a Party to this Agreement.
11. “Transmission Functions” shall have the meaning defined in the Commission’s

regulations at 18 C.F.R. § 358.3.

12. “Undersigned Transmission Owners” means the Transmission Owners who are signatories to this Agreement.

B. Confidential Information - General Non-Disclosure Provisions

The following provisions govern the use of Confidential Information under this Agreement.

1. Disclosure of Confidential Information. The disclosure of the Confidential Information is subject to the terms and conditions stated herein. Each Party acknowledges the importance to the other Parties of preserving the confidentiality of the Confidential Information and that a Disclosing Party is relying on the agreements set forth herein in furnishing Confidential Information to a Party. Each Party shall safeguard the Confidential Information at least to the same extent that it would its own Confidential Information.

2. Reviewing Representative. A Reviewing Representative shall not have access to any Confidential Information unless that Reviewing Representative is required to have the information in order to carry out that person’s Transmission Functions responsibilities and has executed the attached Non-Disclosure Certificate. The Reviewing Representative shall deliver a copy of his or her executed Non-Disclosure Certificate to PJM. A Reviewing Representative shall not use the Confidential Information or any portion thereof to give any Party or a competitor of any Party a competitive or commercial advantage. A Reviewing Representative may make copies or Notes of Confidential Information that shall be subject to this Agreement. In the event a Reviewing Representative ceases to be employed or engaged by a Party, or is employed, retained, or given duties that include Competitive Duties, (i) the Reviewing Representative shall continue to comply with the terms and conditions of this Agreement with respect to the Confidential Information to which such person previously had access, (ii) the Party shall terminate the Reviewing Representative's access to Confidential Information, and (iii) the Party shall cause the Reviewing Representative to return or dispose of the Confidential Information, or transfer the information to another Reviewing Representative of the Party. Each Party shall advise the Reviewing Representatives that Confidential Information is confidential and shall be treated as confidential in accordance with this Agreement.

3. List of Reviewing Representatives. PJM shall receive and maintain copies of all Non-Disclosure Certificates executed by the Party’s Reviewing Representatives, and shall maintain a list of the Reviewing Representatives.

4. Discussions of Confidential Information. Parties and Reviewing Representatives who have executed this Agreement or a Non-Disclosure Certificate may discuss Confidential Information with other Parties and Reviewing Representatives who have executed this Agreement or a Non-Disclosure Certificate.

5. Non-Disclosure to Third Parties. Parties shall not disclose Confidential Information to a third party without the prior written approval of the Disclosing Party. Each Party shall treat all Confidential Information in every form as confidential, and shall not reveal, divulge or disclose Confidential Information, at any time or for any reason, to any third person or

entity. This provision shall survive the expiration, termination or cancellation of this Agreement in accordance with Section 9.

6. Permitted Limited Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Agreement, a Party may disclose Confidential Information requested pursuant to a Third Party Request to the extent but only to the extent: (a) approved by the Disclosing Party in writing; or (b) required by Applicable Laws and Regulations, but only if: (i) the Party attempts to notify the Disclosing Party as far in advance as practicable prior to making disclosure of its intent to disclose Confidential Information and of the content and mode of communication of the disclosure; and (ii) the Party cooperates with the Disclosing Party's efforts to obtain a protective order protecting the Confidential Information from disclosure. In addition, if disclosure is required by Applicable Laws and Regulations, the Party to the extent practicable (and permitted by law), will (1) promptly notify the Disclosing Party of the circumstances surrounding the requirement, (2) consult with the Disclosing Party on available options to request confidential treatment and/or the advisability of taking legally available steps to resist or narrow the request or requirement for disclosure, and (3) disclose such Confidential Information only after using all reasonable efforts to comply with subsections (1) and (2) above and after cooperating with the Disclosing Party's reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information designated for such treatment by the Disclosing Party. The Party will furnish only that portion of the Confidential Information that is responsive to the request or requirement for disclosure, and will request that confidential treatment be accorded to the Confidential Information by the person(s) to whom the Party is required by Applicable Laws and Regulations to disclose the Confidential Information. Notwithstanding anything stated in this Agreement, the Disclosing Party shall retain the burden of prosecuting any action and/or seeking injunctive relief to prevent disclosure of the Confidential Information. Disclosure of Confidential Information in accordance with the terms of this paragraph shall not constitute a waiver of the protections under this Agreement or the confidentiality of such Confidential Information and such Confidential Information shall continue to be treated as confidential in accordance with this Agreement.

7. Use of Confidential Information. Neither the Undersigned Transmission Owner nor its Reviewing Representatives shall use the Confidential Information for any purpose whatsoever except for the purpose of executing the Undersigned Transmission Owner's Transmission Functions.

8. Identification of Confidential Information. Confidential Information that is incorporated into the Software Application shall be subject to this Agreement and shall be deemed confidential without the need for it to be designated as such by the Disclosing Party. Confidential Information excludes any information that: (i) becomes available to the Party or the Reviewing Representative on a non-confidential basis from a source other than: (a) the Disclosing Party, or other person acting on behalf of the Disclosing Party; or (b) a Party who has confidentiality obligations to the Disclosing Party; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Party or its Reviewing Representatives; (iii) was previously known to the Party or its Reviewing Representative free and clear of any obligation to keep it confidential; (iv) is disclosed to third parties by the Disclosing Party without restriction or obligation of confidentiality; (v) is developed independently by the Party as evidenced by documentation made in the ordinary course of

business by the Party; or (vi) the Disclosing Party notifies the Party that such information is no longer Confidential Information.

9. Term of Agreement. This Agreement shall remain in effect for the duration of the time period in which the Undersigned Transmission Owners have access to the Software Application, and unless and until terminated by the Parties. The obligations of the Parties under this Agreement shall continue and survive the Transmission Functions for which the Confidential Information was disclosed and shall remain binding under this Agreement unless disclosure is permitted under Section 8 or required by Applicable Laws and Regulations. Nothing herein shall be construed to limit the term of protection of Confidential Information otherwise protected by Applicable Laws and Regulations.

10. Disclaimer of Warranties. Each Party hereby disclaims and does not make any express or implied representation or warranty concerning the accuracy or completeness of Confidential Information and no Disclosing Party shall have liability to the Party for the Party's use of Confidential Information of the Disclosing Party. In addition, nothing in this Agreement requires the disclosure of Confidential Information or supersedes the discretion of the Disclosing Party. In addition, nothing in this Agreement requires the disclosure of Confidential Information or supersedes the discretion of the Disclosing Party to determine the extent of the Confidential Information disclosed. Disclosure of Confidential Information of any nature shall not obligate the Disclosing Party to disclose any further Confidential Information.

11. No License. No license to the Party, under any trademark, patent copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to such Party. None of the Confidential Information which may be disclosed by a Disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party to any other Party of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, or any other intellectual property rights, or other rights of third persons.

12. No Implied Agreement. Except as provided herein, no Party shall be under any legal obligation of any kind whatsoever by virtue of this Agreement.

13. Compliance with Law. Nothing stated herein shall be construed to require any Party to take any action in violation of Applicable Laws and Regulations.

14. Miscellaneous.

- a. Binding Effect. The obligations of the Parties shall be binding on and inure to the benefit of their respective heirs, successors, assigns, and affiliates.
- b. Integration. This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and may be amended or modified only by a subsequent agreement in writing. A waiver, discharge, amendment, modification or termination of this Agreement or any provision hereof, shall be valid and effective only if in writing and executed by all Parties. A written waiver of a right, remedy or obligation

under a provision of this Agreement will not constitute a waiver of the provision itself, a waiver of any succeeding right, remedy or obligation under the provision, or a waiver of any other right, remedy, or obligation under this Agreement. Any delay or failure by a Party in enforcing any obligation or in exercising any right or remedy shall not operate as a waiver of it or affect that party's right later to enforce the obligation or exercise the right or remedy and a single or partial exercise of a right of remedy by a Party does not preclude any further exercise of it or the exercise of any other right or remedy of that Party.

- c. Severability. If any provision of this Agreement is determined by a federal, state or local court or federal or state administrative agency of competent jurisdiction to be invalid, void or unenforceable in any respect or with respect to Confidential Information pursuant to Applicable Laws and Regulations, such provision in all other respects or with respect to all other Confidential Information, as the case may be, and the remaining provisions with respect to all Confidential Information, shall nevertheless continue in full force and effect without being impaired or invalidated and shall be enforced to the full extent permitted by Applicable Laws and Regulations.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.
- e. Form of Notices. Every notice, consent or approval required or permitted under this Agreement shall be valid only if in writing and delivered personally, by mail, by facsimile or by electronic mail, and sent to each other Party at its address, email or fax number listed for an Undersigned Transmission Owner's Reviewing Representative and at the following for PJM: PJM Interconnection, L.L.C., Attention: General Counsel, 2750 Monroe Blvd., Audubon, PA 19403, Facsimile (610) 888-4281. A validly given notice, consent or approval will be effective when received if delivered.
- f. No Assignment. Each Party recognizes that breach of its obligations hereunder shall cause irreparable harm to the Disclosing Party and agrees that in the event of breach, the Disclosing Party shall have in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief. A party's liability for breach of this Agreement shall be limited to the dollar amount of any direct damages caused by gross negligence, intentional or deliberate misconduct of such Party or of its Reviewing Representative. The Party shall not be liable for special, incidental, consequential and indirect damages, court costs and attorneys' fees in connection with any breach hereunder.
- g. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Delaware exclusive of the conflicts

of laws provisions.

- h. Other PJM Agreements or Tariffs. This Agreement shall not be construed to alter or lessen the protection for confidential treatment of information under PJM's agreements or tariffs, or otherwise pursuant to an order of the Commission.
- i. Party. Any entity that becomes a party to the Consolidated Transmission Owners Agreement dated December 15, 2005 may become a Party to this Agreement by executing a copy, proving an executed copy to PJM and giving notice to all parties in accordance with this Agreement.
- j. Withdrawal. A Party may withdraw from this Agreement on 30-days' notice by giving written notice to all Parties in accordance with the notice requirements of this Agreement, subject to such withdrawing party certifying in writing prior to the effectiveness of such withdrawal that: (i) it has returned or destroyed all Confidential Information then in its possession; and (ii) it will remain bound by the disclosure limitations imposed by this Agreement.

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**FOR REVIEW NOVEMBER 2017 OC MEETING
DRAFT DATED 11-1-2017**

IN WITNESSS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

[NAME OF UNDERSIGNED TRANSMISSION OWNER]

By: _____

Name:

Title:

Address:

Phone:

Fax:

Email:

Date signed: _____

**FOR REVIEW NOVEMBER 2017 OC MEETING
DRAFT DATED 11-1-2017**

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and conditions of the Non-Disclosure Agreement for the Exchange of Confidential Information in Data Integrated Geospatial Software Application, dated as of the ____ day of _____, 20__, by and among PJM Interconnection, L.L.C. and the Undersigned Transmission Owner. I certify that I have been given a copy of and have read the Non- Disclosure Agreement, and I agree to be bound by it. I understand that the contents of the Confidential Information, and Notes or other memoranda, or other form of information that copies or discloses Confidential Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement.

By _____

Print Name: _____

Title: _____

Employed By: _____

Representing: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Date Signed: _____