

**CONTRACTOR NON-DISCLOSURE and USE OF RESOURCES and INFORMATION AGREEMENT**

THIS AGREEMENT is by and between

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Company Name

(hereinafter referred to as "Company"),

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Print Name of Employee

(hereinafter referred to as "Undersigned") authorized employee of Company (together, the "Receiving Party"), and PACIFIC GAS AND ELECTRIC COMPANY ("hereinafter referred to as "PG&amp;E") on the date set forth below.

Undersigned and Company agree as follows:

1. The Receiving Party acknowledges that in the course of performing services or work for PG&E, the Receiving Party will be given access to computer resources, technical information and materials including but not limited to: computer systems, information relating to drawings, maps, reports, specifications and records and/or software, data, computer models, and related documentation, which are owned by PG&E, its parent company, subsidiaries, or affiliates, and/or owned by third parties and in the possession of or licensed to PG&E, and which constitute valuable resources, confidential and/or proprietary information, know-how, and trade secrets belonging to PG&E, its parent company, subsidiaries, or affiliates and/or third parties (hereinafter referred to as "Proprietary Information").
2. In consideration of being made privy to such Proprietary Information, and of the contracting for the Receiving Party's professional services by PG&E, the Receiving Party hereby agrees to hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party, including any affiliate of PG&E that produces energy or energy-related products or services, without the prior written consent of PG&E. The Receiving Party agrees that all such resources and Proprietary Information:
  - (a) shall be used only for the purpose of providing services or work for PG&E; and
  - (b) shall not be reproduced, copied, in whole or in part, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
  - (c) shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by the Receiving Party therefrom, be returned to PG&E [or destroyed] when no longer needed for the performance of the Receiving Party's services to PG&E or upon the termination of this Agreement. Within [fifteen days] of such date, the Receiving Party shall submit to PG&E an affidavit that all Proprietary Information has been returned to PG&E [or has been destroyed].
3. The Receiving Party agrees to abide by all PG&E policies and standards governing access to and use of computer resources and, specifically:
  - (a) to use only the user ID, password and Access Card assigned by PG&E for his or her personal use, and
  - (b) to maintain the confidentiality of these authentication keys and protect them from use by others.
4. Proprietary Information including without limitation any information that can reasonably be used to identify an individual, consumer, family, household, residence or non-residential PG&E customer shall be protected by the Receiving Party using reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure, including, without limitation, encryption at rest of the Proprietary Information, password-protected workstations, and documented training of all persons with access to the Proprietary Information. Under no circumstances shall the Receiving Party sell or obtain any consideration for transfer of the Proprietary Information to any third party.
5. The Receiving Party hereby agrees that any third parties owning Proprietary Information are express third party beneficiaries of this Agreement.
6. The Receiving Party hereby agrees that for any violation of any provision of this Agreement, a restraining order and/or injunction may be issued against the Receiving Party in addition to any other remedy PG&E may have at law.



7. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California. The Receiving Party agrees to comply with all federal, state and local laws governing the protection of the Proprietary Information, including, without limitation, the California Consumer Privacy Act and all applicable laws, rules and regulations protecting consumer privacy.

UNDERSIGNED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

COMPANY (of which Undersigned is an employee)

Cognizant Technology Sol  
Company Name

Deepak  
Signature of Authorized Agent of Company

Deepak Jain  
Print Name

Engagement Partner  
Title

\_\_\_\_\_  
Date