

CONFIDENTIAL

**DATA SECURITY  
ADDENDUM**

This Data Security Addendum (“Addendum”) to the Retail Supplier Operating Agreement (Electric or Gas) effective \_\_\_\_\_, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Central Hudson Gas & Electric Corporation, a New York corporation with offices at 284 South Avenue, Poughkeepsie, New York 12601 (“Utility”) and \_\_\_\_\_, an Energy Service Entity (“ESEESE”) with \_\_\_\_\_ offices at \_\_\_\_\_; and together with Utility the (“Parties” and each, individually, a “Party”). This Addendum is incorporated by reference into the Retail Supplier Operating Agreement between the Parties.

## RECITALS

WHEREAS, ESEESE desires to have access to certain utility customer information, either customer-specific or aggregated customer information, or the New York State Public Commission (“Commission”) has ordered Utility to provide to ESE aggregated customer information; and

WHEREAS, ESE has obtained consent from all customers from whom the ESE intends to obtain information from Utility; and

WHEREAS, Energy Services Company (“ESCO”), Direct Customer or Distributed Energy Resource (“DER”) Provider may utilize a third party to fulfill its Service obligations, including but not limited to Electronic Data interchange (“EDI”) communications with Utility; and

WHEREAS, ESCO, Direct Customer or DER Supplier utilization of a third party provider does not relieve ESCO, Direct Customer or DER Supplier of their transactional obligation such that they must ensure that the third party provider must comply with all ESCO, Direct Customer or DER Supplier obligations; and

WHEREAS, Utility and ESE also desire to enter into this Addendum to establish, among other things, the full scope of ESE’s obligations of confidentiality with respect to the Confidential Utility Information in a manner consistent with the rules and regulations of the Commission and requirements of Utility; and

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. Definitions.

- a. “Confidential Utility Information” means, collectively, aggregated and customer-specific information that Utility is: (A) required by the Commission to provide to ESCO, Direct Customer or DER Supplier and (B) any other Utility-specific, aggregated, Personal Data, Sensitive Data, or Utility Data, or customer-specific data provided to ESE by Utility, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which

was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.

- b. “Data Protection Requirements” means, collectively, (A) all national, state, and local laws, regulations, or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to ESE or its Representative’s Processing of Confidential Utility Information; (B) industry best practices or frameworks to secure information, computer systems, network, and devices using a defense-in-depth approach, such as and including but not limited to NIST SP 800-53, ISO 27001 / 27002, COBIT, CIS Security Benchmarks, Top 20 Critical Controls as best industry practices and frameworks may evolve over time; and (C) the Commission rules, regulations, and guidelines relating to confidential data, including the Commission-approved Uniform Business Practices (“UBPs”).
- c. “Data Security Incident” means a situation when ESE reasonably believes that there has been: (A) the loss or misuse (by any means) of Confidential Utility Information; (B) the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of either Confidential Utility Information or personal information, computer systems, network and devices used by a business; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Utility Information or (D) any breach of any Data Protection Requirements in relation to the Processing of Confidential Utility Information by ESE or any current or former Representatives.
- d. “DER Supplier” has the meaning set forth in the UBP for Distributed Energy Resource Suppliers approved by the Commission and as it may be amended from time to time, which is “[a] supplier of one or more DERs that participates in a Commission authorized and/or utility or DSP-operated program or market. Suppliers may choose to provide DERs as standalone products or services, or may choose to bundle them with energy commodity. CDG Providers and On-Site Mass Market DG Providers are included within the definition of DER suppliers. Entities which sell both DERs and energy commodity are both DER suppliers and ESCOs.”
- e. “Destroy” means (A) shredding; (B) permanently erasing and deleting; (C) degaussing; or (D) otherwise modifying Confidential Utility Information in

paper, electronic, or other means so as to make it unreadable, unreconstructible, and indecipherable, provided any items required to be maintained by governmental administrative rule or law will not be destroyed until permitted and will remain subject to confidentiality during the retention period. All Confidential Utility Information as may be specifically requested by Utility must be disposed of in a manner described in (A) through (D) herein.

- f. "Direct Customer" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "An entity that purchases and schedules delivery of electricity or natural gas for its own consumption and not for resale. A customer with an aggregated minimum peak connected load of 1 MW to a designated zonal service point qualifies for direct purchase and scheduling of electricity provided the customer complies with NYISO requirements. A customer with annual usage of a minimum of 3,500 dekatherms of natural gas at a single service point qualifies for direct purchase and scheduling of natural gas.
- g. "ESCO" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "an entity eligible to sell electricity and/or natural gas to end-use customers using the transmission or distribution system of a utility."
- h. "ESE" shall have the meaning set forth in the Recitals and for the avoidance of doubt, includes but is not limited to ESCOs, Direct Customers, DER Suppliers and contractors of such entities or other entities with which Utility is required to transact business by the Commission directly or indirectly.
- i. "Personal Data" means any information defined as Personal Information or Private Information pursuant to General Business Law § 899-aa and (A) employment, or health information; or (B) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.
- j. "PSC" or "Commission" shall have the meaning attributed to it in the Recitals.
- k. "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Personal Data or Utility Data, whether it be by physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.

- I. "Sensitive Data" is that subset of Personal Data, including Social Security number, passport number, driver's license number, Utility customer account number, Municipal Identification (NYCID), or similar identifier.
- m. "Third-Party Representatives" or "Representatives" means those agents of ESCOs, Direct Customers, or DER Suppliers that are contractors or subcontractors.
- n. "Services" mean any assistance in the competitive markets provided by ESEs to end use customers or ESCOs, Direct Customers or DER providers that also require interaction with a Utility, including but not limited to the electronic exchange of information with a Utility, and must be provided in accordance with the UBP or DER UBP.
- o. "Utility Data" means data held by Utility, whether produced in the normal course of business or at the request of ESE.

**2. Scope of the Addendum.** This Addendum shall govern security practices of ESEs that have electronic communications, other than email, with the utility and security practices that apply to all Confidential Utility Information disclosed to ESE or to which ESE is given access by Utility, including all archival or back-up copies of the Confidential Utility Information held or maintained by ESE (or its Representatives). All Confidential Utility Information, in whatever form, media, or medium provided or held, and all extracts, compilations, studies, or other documents based on, derived from, or containing Confidential Utility Information, all data electronically exchanged between the Parties, and all correspondence between or among the Parties or their respective Representatives pertaining to the same shall constitute Confidential Utility Information hereunder. No financial information will be provided pursuant to this Addendum. If any information is inadvertently sent to ESE, ESE will immediately notify the Utility and destroy any such information in the appropriate manner.

**3. ESE Compliance with all Applicable Commission Uniform Business Practices.**

The Parties agree that the Commission's UBP and DER UBP set forth rules governing the electronic exchange of information between the Parties, including but not limited to EDI.

ESE ESE ESE ESE

\_\_\_\_\_ ESCO, Direct Customer or DER Supplier utilizes a Third Party Representative as a vendor, agent or other entity to provide electronic exchange of information, other than by email, with Utility ESE and will require Third Party Representative to abide by the applicable UBP or DER UBP.

**4. Customer Consent.** ESE warrants that it has obtained informed consent from all customers about whom ESE requests data and that it will retain such consent for a period of at least two years or for the length of the sales agreement whichever is

longer. ESE agrees to provide proof of customer consent at the request of Utility and Utility reserves its right to audit ESE for compliance with consent requirements herein. ESE agrees that upon a customer revocation of consent, ESE warrants that it will no longer access said customer's information and that it will Destroy any of said customer's information in its or its Representative's possession. Where ESE is a Third Party Representative providing electronic communication services on behalf of an ESCO, Direct Customer or DER Supplier the third party ESE may rely upon the written representation of the ESCO, Direct Customer or DER Supplier on whose behalf it is providing service that they have received applicable customer consent or authorization.

5. **Provision of Information.** Utility agrees to provide to ESE or its Representatives, certain Confidential Utility Information, as requested, provided that (A) ESE and its Representatives are in compliance with the terms of this Addendum; (B) if required by Utility, ESE has provided and has required its Representatives to provide, to the satisfaction of Utility any Vendor Product/Service Security Assessments or self-attestations and such other risk assessment forms as the utilities may reasonably require, attached hereto as Exhibit A or such other risk assessment forms as Utility may require from time to time ("Assessment") and ESE will comply with the Utility Assessment requirements; (C) ESE (and its Representatives, as applicable) shall have and maintain throughout the term, systems and processes in place and as detailed in the Assessment acceptable to Utility to protect system security and Confidential Utility Information; and (D) ESE complies and shall require its Third-Party Representatives to comply with Utility's data protection programs. Provided the foregoing prerequisites have been satisfied, ESE shall be permitted access to Confidential Utility Information and/or Utility shall provide such Confidential Utility Information to ESE. Data and/or Confidential Information will at all times remain the sole property of the Party collecting the data and/or Confidential Information. Nothing in this Rider will be interpreted or construed as granting either Party any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right or any right to assert any lien over or right to withhold from the other Party any Data and/or Confidential Information of the other Party. Utility will comply with the security requirements set forth in its Assessment.
6. **Confidentiality.** ESE shall: (A) hold all Confidential Utility Information in strict confidence; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential Utility Information to any other person or entity (including but not limited to Third Party Representatives, affiliates, or members of ESE except as set forth in Section 7(a) of this Addendum); (C) not Process Confidential Utility Information outside of the United States; (D) not Process Confidential Utility Information other than for the Services defined in the Recitals as authorized by this Addendum; (E) limit reproduction of Confidential Utility Information; (F) store Confidential Utility Information in a secure fashion at a secure location in the United States that is not accessible to any person or entity not authorized to receive the Confidential Utility Information under the provisions hereof; (G) otherwise use at least the same degree of care to avoid publication or dissemination of the

Confidential Utility Information as ESE employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (H) to the extent required by the Utility, each person with a need to know the Confidential Utility Information shall sign the Third-Party Representative Addendum set forth as Exhibit B to this Addendum. At all times, Utility shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Utility Information are being observed and ESE shall be obligated to promptly provide Utility with the requested assurances.

**7. Exceptions Allowing ESE to Disclose Confidential Utility Information.**

**a. Disclosure to Representatives.** Notwithstanding the provisions of Section 6 herein, ESE may disclose Confidential Utility Information to its Third Party Representatives who have a legitimate need to know or use such Confidential Utility Information for the sole and limited purposes of providing Services, provided that each such Third Party Representative first (A) is advised by ESE of the sensitive and confidential nature of such Confidential Utility Information; (B) agrees to comply with the provisions of this Addendum, provided that with respect to Third Party Representatives and this subsection (B), such Third Party Representatives must agree in writing to be bound by and observe the provisions of this Addendum as though such Third Party Representatives were ESE; and (C) signs the Third Party Representative Addendum. All such written Addendums with Third Party Representatives shall include direct liability for the Third Party Representatives towards Utility for breach thereof by the Third Party Representatives, and a copy of such Addendum and each Third Party Representative Addendum and ESE Addendum shall be made available to Utility upon request. Notwithstanding the foregoing, ESE shall be liable to Utility for any act or omission of a Third Party Representative, including without limitation, Third Party Representatives that would constitute a breach of this Addendum if committed by ESE.

**b. Disclosure if Legally Compelled.** Notwithstanding anything herein, in the event that ESE or any of its Third Party Representatives receives notice that it has, will, or may become compelled, pursuant to applicable law or regulation or legal process to disclose any Confidential Utility Information (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes, or otherwise), ESE shall, except to the extent prohibited by law, within 24 hours notify Utility, orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, Utility shall have the right to consult with ESE and the Parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Utility Information that must be disclosed. Utility shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Utility Information that must be disclosed. In any event, ESE and its Third Party Representatives shall

disclose only such Confidential Utility Information which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by Utility) and ESE and its Third Party Representatives shall use all reasonable efforts to ensure that all Confidential Utility Information that is so disclosed will be accorded confidential treatment.

- 8. Return/Destruction of Information.** Within thirty (30) days after Utility's written demand, ESE shall (and shall cause its Third Party Representatives to) cease to access and Process Confidential Utility Information and shall at the Utility's option: (A) return such Confidential Utility Information to Utility in such manner, format, and timeframe as reasonably requested by Utility or, if not so directed by Utility, (B) Destroy all copies of all Confidential Utility Information (including any and all extracts, compilations, studies, or other documents based upon, derived from, or containing Confidential Utility Information) that has come into ESE's or its Third Party Representatives' possession, including destroying Confidential Utility Information from all systems, records, archives, and backups of ESE and its Third Party Representatives, and all subsequent access, use, and Processing of the Confidential Utility Information by ESE and its Third Party Representatives shall cease. Notwithstanding the foregoing, ESE and its Third Party Representatives shall not be obligated to erase Confidential Utility Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that ESE and its Third Party Representatives shall (1) not have experienced a Data Security Incident, (2) not permit access to or recovery of Confidential Utility Information from such computer backup system and (3) keep all such Confidential Utility Information confidential in accordance with this Addendum. ESE shall, upon request, certify to Utility that the destruction by ESE and its Third Party Representatives required by this Section has occurred by (A) having a duly authorized officer of ESE complete, execute, and deliver to Utility a certification and (B) obtaining substantially similar certifications from its Third Party Representatives and maintaining them on file. Compliance with this Section 8 shall not relieve ESE from compliance with the other provisions of this Addendum. The written demand to destroy or return Confidential Utility Information pursuant to this Section may occur if the ESE has been decertified pursuant to the UBP or DER UBP, the Utility has been notified of a potential or actual Data Security Incident or the Confidential Utility Information has been held for a period in excess of its retention period. The obligations under this Section shall survive any expiration of termination of this Addendum.
- 9. Audit.** Upon reasonable notice to ESE, ESE shall, and shall require its Third Party Representatives to permit Utility, its auditors, designated audit representatives, and regulators to audit and inspect, at Utility's sole expense (except as otherwise provided in this Addendum), and no more often than once per year (unless otherwise required by Utility's regulators): (A) the facilities of ESE and ESE's Third Party Representatives where Confidential Utility Information is Processed by or on behalf of ESE; (B) any computerized or paper systems used to Process



Confidential Utility Information; and (C) ESE's security practices and procedures, facilities, resources, plans, procedures, and books and records relating to the privacy and security of Confidential Utility Information. Such audit and inspection rights shall be, at a minimum, for the purpose of verifying ESE's compliance with this Addendum, including all applicable Data Protection Requirements. Notwithstanding anything herein, in the event of a Data Security Incident, ESE shall and shall require its Third Party Representatives to permit an audit as may be requested by Utility, which will be in addition to the permitted annual audit. If the ESE provides a SOC II report or its equivalent to the Utility, as determined by the Utility in its sole discretion, no audit is necessary absent a Data Security Incident. ESE shall within thirty (30) correct any deficiencies identified by Utility or within a reasonable time period agreed upon in writing between the ESE and Utility.

10. **Investigation.** Upon notice to ESE, ESE shall assist and support Utility in the event of an investigation by any regulator or similar authority, if and to the extent that such investigation relates to Confidential Utility Information Processed by ESE on behalf of Utility. Such assistance shall be at Utility's sole expense, except where such investigation was required due to the acts or omissions of ESE or its Representatives, in which case such assistance shall be at ESE's sole expense.
11. **Data Security Incidents.** ESE is responsible for any and all Data Security Incidents involving Confidential Utility Information that is Processed by, or on behalf of, ESE. ESE shall notify Utility in writing immediately (and in any event within forty-eight (48) hours) whenever ESE reasonably believes that there has been a Data Security Incident. After providing such notice, ESE will investigate the Data Security Incident, and immediately take all necessary steps to eliminate or contain any exposure of Confidential Utility Information and keep Utility advised of the status of such Data Security Incident and all matters related thereto. ESE further agrees to provide, at ESE's sole cost, reasonable assistance and cooperation requested by Utility and/or Utility's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident and/or the mitigation of any damage, including any notification required by law or that Utility may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Incident, and/or the provision of any credit reporting service required by law or that Utility deems appropriate to provide to such individuals. In addition, within 30 days of identifying or being informed of a Data Security Incident, ESE shall develop and execute a plan, subject to Utility's approval, that reduces the likelihood of a recurrence of such Data Security Incident. ESE agrees that Utility may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Addendum if a Data Security Incident occurs. Any suspension made by Utility pursuant to this paragraph 11 will be temporary, lasting until the Data Security Incident has ended, the ESE security has been restored to the reasonable satisfaction of the Utility so that Utility IT systems and Confidential Utility Information are safe and the ESE is capable of maintaining adequate security once

electronic communication resumes. No other suspension may occur except pursuant to the UBP or DER UBP processes as approved by the Commission.

12. **Cybersecurity Insurance Required.** ESE shall carry and maintain Cybersecurity insurance in an amount of no less than \$10,000,000 per incident and Utility shall be included by endorsement as an additional insured on ESE's Cybersecurity insurance. ESE agrees to cause its Third Party Representatives to carry and maintain cybersecurity insurance in the amount shown above.
13. **No Intellectual Property Rights Granted.** Nothing in this Addendum shall be construed as granting or conferring any rights, by license, or otherwise, expressly, implicitly, or otherwise, under any patents, copyrights, trade secrets, or other intellectual property rights of Utility, and ESE shall acquire no ownership interest in the Confidential Utility Information (which, as between ESE and Utility, shall be and remain the proprietary and confidential information of Utility). No rights or obligations other than those expressly stated herein shall be implied from this Addendum.
14. **Additional Obligations.**
  - a. ESE shall not create or maintain data which are derivative of Confidential Utility Information except for the purpose of performing its obligations under this Addendum or as authorized by Utility. Data collected by ESE from customers through its website or other interactions based on those customers' interest in receiving information from or otherwise engaging with ESE or its partners shall not be considered Confidential Utility Information or a derivative of Confidential Utility Information for the purpose of this Addendum.
  - b. ESE shall comply with all applicable privacy and security laws to which it is subject, including without limitation all applicable Data Protection Requirements and not, by act or omission, place Utility in violation of any privacy or security law known by ESE to be applicable to Utility.
  - c. ESE shall have in place appropriate and reasonable processes and systems, including an Information Security Program, defined as having completed an accepted Attestation as reasonably determined by the Utility in its sole discretion, to protect the security of Confidential Utility Information and prevent a Data Security Incident, including, without limitation, a breach resulting from or arising out of ESE's internal use, Processing, or other transmission of Confidential Utility Information, whether between or among ESE's Third Party Representatives, subsidiaries and affiliates or any other person or entity acting on behalf of ESE, including without limitation Third Party Representatives.
  - d. ESE shall safely secure or encrypt all Confidential Utility Information during storage or transmission.
  - e. ESE shall establish policies and procedures to provide reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of

a Data Security Incident involving Confidential Utility Information Processed by ESE to the extent such request, complaint or other communication relates to ESE's Processing of such individual's Confidential Utility Information.

- f. ESE shall establish policies and procedures to provide all reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Confidential Utility Information, data theft, or other unauthorized release of Confidential Utility Information, disclosure of Confidential Utility Information, or misuse of Confidential Utility Information to the extent such request, complaint or other communication relates to ESE's accessing or Processing of such Confidential Utility Information.
15. **Payment.** In consideration of Utility's Addendum to provide Confidential Utility Information in accordance with Section 2, ESE shall pay to Utility fees pursuant to its applicable tariffs.
16. **Specific Performance.** The Parties acknowledge that disclosure or misuse of Confidential Utility Information in violation of this Addendum may result in irreparable harm to Utility, the amount of which may be difficult to ascertain and which may not be adequately compensated by monetary damages, and that therefore Utility shall be entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Addendum. Utility's right to such relief shall be in addition to and not to the exclusion of any remedies otherwise available under this Addendum, at law or in equity, including monetary damages, the right to terminate this Addendum for breach and the right to suspend the provision or Processing of Confidential Utility Information hereunder. ESE agrees to waive any requirement for the securing or posting of any bond or other security in connection with Utility obtaining any such injunctive or other equitable relief.
17. **Indemnification.** To the fullest extent permitted by law, ESE shall indemnify and hold Utility, its affiliates, and their respective officers, directors, trustees, shareholders, employees, and agents, harmless from and against any and all loss, cost, damage, or expense of every kind and nature (including, without limitation, penalties imposed by the Commission or other regulatory authority or under any Data Protection Requirements, court costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or resulting from, in whole or in part, the breach or non-compliance with this Addendum by ESE or any of its Third Party Representatives unless the loss, cost, damage or expense is caused by the gross negligence or willful misconduct of Utility.
18. **Notices.** With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion shall be sent by means of Express Mail through the U.S. Postal Service or other nationally recognized courier service

which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to ESE, to:

ESE Name:  
Name of Contact:  
Address:  
Phone:  
Email:

If to Utility, to:

Central Hudson Gas & Electric Corporation  
Name of Contact: Katherine McIntosh  
Address: 284 South Avenue  
Poughkeepsie, New York 12601  
Phone: (845) 486-5496  
Email: kmcintosh@cenhud.com

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

- 19. Term and Termination.** This Addendum shall be effective as of the date first set forth above and shall remain in effect until terminated by Utility upon not less than 10 days' prior written notice specifying the effective date of termination, provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Addendum prior to the effective date of termination. Utility may terminate this Addendum if the ESE is decertified under the UBP or DER UBP, has not served customers for two (2) years, or has not had electronic communication, other than by email, with Utility for one (1) year. Further, Utility may terminate this Addendum immediately upon notice to ESE in the event of a material breach hereof by ESE or its Third Party Representatives. For the purpose of clarity, a breach of Sections 3-4, 6-11, 13, 16, and 24 shall be a material breach hereof. Upon the expiration or termination hereof, neither ESE nor its Third Party Representatives shall have any further right to Process Confidential Utility Information and shall immediately comply with its obligations under Section 8.
- 20. Consent to Jurisdiction; Selection of Forum.** ESE irrevocably submits to the jurisdiction of the Commission and courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Addendum. ESE agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to ESE at the address for ESE pursuant to Section 11 hereof and that such service shall be deemed sufficient

even under circumstances where, apart from this Section, there would be no jurisdictional basis for such service. ESE agrees that service of process on it may also be made in any manner permitted by law. ESE consents to the selection of the New York State and United States courts within Dutchess County, New York as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Addendum.

21. **Governing Law.** This Addendum shall be interpreted and the rights and obligations of the Parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
22. **Survival.** The obligations of ESE under this Addendum shall continue for so long as ESE and/or ESE's Third Party Representatives continue to have access to, are in possession of or acquire Confidential Utility Information even if all Addendums between ESE and Utility have expired or been terminated.
23. **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Addendum and copies of signatures on this Addendum, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.
24. **Amendments; Waivers.** This Addendum may not be amended or modified except if set forth in writing signed by the Party against whom enforcement is sought to be effective. No forbearance by any Party to require performance of any provisions of this Addendum shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. Any waiver shall be effective only if in writing and signed by an authorized representative of the Party making such waiver and only with respect to the particular event to which it specifically refers.
25. **Assignment.** This Addendum (and the Utility's or ESE's obligations hereunder) may not be assigned by Utility, ESE or Third Party Representatives without the prior written consent of the non-assigning Party, and any purported assignment without such consent shall be void. Consent will not be unreasonably withheld.
26. **Severability.** Any provision of this Addendum which is determined by any court or regulatory body having jurisdiction over this Addendum to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Addendum or affecting the validity or enforceability of such remaining provisions.
27. **Entire Addendum.** This Addendum (including any Exhibits hereto) constitutes the entire Addendum between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written Addendums or understandings with respect to such subject matter are merged herein. This Addendum may not be amended without the written Addendum of the Parties.
28. **No Third-Party Beneficiaries.** This Addendum is solely for the benefit of, and shall be binding solely upon, the Parties and their respective agents, successors,

and permitted assigns. This Addendum is not intended to benefit and shall not be for the benefit of any party other than the Parties and the indemnified parties named herein, and no other party shall have any right, claim, or action as a result of this Addendum.

29. **Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with this Addendum, where such failure results from any act of God or governmental action or order or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) which prevents such Party from performing under this Addendum and which such Party is unable to prevent or overcome after the exercise of reasonable diligence. For the avoidance of doubt a Data Security Incident is not a force majeure event.
30. **Relationship of the Parties.** Utility and ESE expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this Addendum shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.
31. **Construction.** This Addendum shall be construed as to its fair meaning and not strictly for or against any party.
32. **Binding Effect.** No portion of this Addendum is binding upon a Party until it is executed on behalf of that Party in the space provided below and delivered to the other Party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a "draft" document, shall have any binding effect on a Party.

*[signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Addendum as of the date first above written.

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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## Vendor Product/Service Security Assessments

### SELF-ATTESTATION OF INFORMATION SECURITY CONTROLS

This SELF-ATTESTATION OF INFORMATION SECURITY CONTROLS (“Attestation”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a third party (“Third Party”) to Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc., Central Hudson Gas & Electric Corporation, National Fuel Gas Distribution Corporation, The Brooklyn Union Gas Company d/b/a National Grid NY, KeySpan Gas East Corporation d/b/a National Grid, and Niagara Mohawk Power Corporation d/b/a National Grid, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation (together, the New York State Joint Utilities or “JU”).

WHEREAS, Third Party desires to retain access to certain Confidential Utility Information (as defined previously in this Data Security Agreement), Third Party must THEREFORE self-attest to Third Party’s compliance with the Information Security Control Requirements (“Requirements”) as listed herein. Third Party acknowledges that non-compliance with any of the Requirements may result in the termination of utility data access as per the discretion of any of the JU, individually as a Utility or collectively, in whole or part, for its or their system(s).

The Requirements are as follows (check all that apply to Third Party’s computing environment):

- An Information Security Policy is implemented across the Third Party corporation which includes officer level approval.
- A risk-based Information Security Program exists to manage policy requirements.
- An Incident Response Procedure is implemented that includes notification within 24 hours of knowledge of a potential incident alerting utilities when Confidential Utility Information is potentially exposed, or of any other potential security breach.
- Role-based access controls are used to restrict system access to authorized users and limited on a need-to-know basis.
- Multi-factor authentication is used for all remote administrative access, including, but not limited to, access to production environments.



- \_\_\_\_\_ All production systems are properly maintained and updated to include security patches on an at-least monthly basis. Where a critical alert is raised, time is of the essence, and patches will be applied as soon as practicable.
- \_\_\_\_\_ Antivirus software is installed on all servers, workstations, and mobile devices and is maintained with up-to-date signatures.
- \_\_\_\_\_ All Confidential Utility Information is encrypted in transit utilizing industry best practice encryption methods.
- \_\_\_\_\_ All Confidential Utility Information is encrypted at rest utilizing industry best practice encryption methods, or is otherwise physically secured.
- \_\_\_\_\_ All forms of mobile and removable storage media, including, but not limited to, laptop PCs, mobile phones, backup storage media, external hard drives, and USB drives must be encrypted.
- \_\_\_\_\_ All Confidential Utility Information is stored in the United States only, including, but not limited to, cloud storage environments and data management services.
- \_\_\_\_\_ Third Party monitors and alerts their network for anomalous cyber activity on a 24/7 basis.
- \_\_\_\_\_ Security awareness training is provided to all personnel with access to Confidential Utility Information.
- \_\_\_\_\_ Employee background screening occurs prior to the granting of access to Confidential Utility Information.
- \_\_\_\_\_ Replication of Confidential Utility Information to non-company assets, systems, or locations is prohibited.
- \_\_\_\_\_ Access to Confidential Utility Information is revoked when no longer required, or if employees separate from the Third Party.

Additionally, the attestation of the following item is requested, but is NOT part of the Requirements:

- \_\_\_\_\_ Third Party maintains an up-to-date SOC II Type 2 Audit Report, or other security controls audit report.

Upon reasonable notice to Third Party, Third Party shall permit Utility, its auditors, designated audit representatives, and regulators to audit and inspect facilities, including computerized and paper systems, where Confidential Utility Information is processed or stored, and relevant security practices, procedures, records, and technical controls. Such audit and inspection rights shall be, at a minimum, for the purpose of verifying Third Party's compliance with this Attestation. If Third Party provides an up-to-date SOC II Type 2 Audit Report, the respective Third Party will not be chosen for audit for one year after submission of the Report. If Third Party provides an alternative security controls audit report, it is at the JU's discretion,

individually as a Utility or collectively, in whole or part, of if the respective Third Party is absolved of potential audit for one year.

IN WITNESS WHEREOF, Third Party has delivered accurate information for this Attestation as of the date first above written.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**THIRD-PARTY REPRESENTATIVE ADDENDUM**

This Third-Party Addendum to be provided to the Utility upon request.

I, \_\_\_\_\_, have read the Addendum between \_\_\_\_\_, (“Company”) and Central Hudson Gas & Electric Corporation., (“Utility”) dated \_\_\_\_\_ \_\_, 20\_\_ (the “Addendum”) and agree to the terms and conditions contained therein. My duties and responsibilities on behalf of \_\_\_\_\_ require me to have access to the Confidential Information disclosed by Utility to the ESE pursuant to the Addendum.

\_\_\_\_\_  
Signature Date

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