

CONTRACT NO. 473-23-00005
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS,
ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.,
AND
PARAGON SYSTEMS, INC.

The parties to this contract are the Public Utility Commission of Texas, an agency of the State of Texas, located at 1701 N. Congress Ave., Austin, Texas 78701, Electric Reliability Council of Texas, Inc., a Texas nonprofit corporation with offices at 8000 Metropolis Drive (Building E), Suite 100, Austin, Texas 78744, and Paragon Systems, Inc., a corporation with offices at 13900 Lincoln Park Drive, Suite 370, Herndon, VA 20171.

Article 1. DEFINITIONS

When used in this contract, the following terms have the following meanings:

1.1 “PUCT,” means the Public Utility Commission of Texas, an agency of the state of Texas, acting through its Executive Director and the agency’s designated contract administrator.

1.2 “Commission” means the governing body of the PUCT.

1.3 “Contractor” or “Cybersecurity Monitor” includes NAME, and any successors, heirs, and assigns.

1.4 “May” means “is authorized to.”

1.5 “Monitored Utility” means:

- a)** a transmission and distribution utility;
- b)** a corporation described in Section 32.053, Texas Utilities Code;
- c)** a municipally owned utility or electric cooperative that owns or operates equipment or facilities in the Electric Reliability Council of Texas (“ERCOT”) power region to transmit electricity at 60 or more kilovolts; or
- d)** an electric utility, municipally owned utility, or electric cooperative that operates solely outside the ERCOT power region that has elected to participate under Section 39.1516(d).

1.6 “Services” means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work.

1.7 “Statement of Work” means the description of goods and services to be provided under this contract found in Exhibit 1 to this contract.

1.8 “Parties” means PUCT, ERCOT, and Contractor. **“Party”** means PUCT, ERCOT, or Contractor.

1.9 “ERCOT” means the Electric Reliability Council of Texas, Inc., a Texas non-profit corporation.

Article 2. COMPENSATION

2.1 Compensation. Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, for a total price of \$2,538,700.56, broken down as follows:

- For the first year of the contract (April 1, 2024 to March 31, 2025), the total price will be \$613,753.68, to be paid at a monthly rate of \$51,146.14.
- For the second year of the contract (April 1, 2025 to March 31, 2026), the total price will be \$625,871.76, to be paid at a monthly rate of \$52,155.98.
- For the third year of the contract (April 1, 2026 to March 31, 2027), the total price will be \$641,518.56, to be paid at a monthly rate of \$53,459.88.
- For the fourth year of the contract (April 1, 2027 to March 31, 2028), the total price will be \$657,556.56, to be paid at a monthly rate of \$54,796.38.

Contractor understands that neither the PUCT nor ERCOT is responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT's written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

2.2 Payment Process. Contractor must submit an invoice to the PUCT contract administrator with a copy to the ERCOT contract administrator no later than the final day of the month after the month that all the Services have been performed and completed. The invoice must contain the name of the person performing Services and a brief description of work performed, including a description of any applicable deadlines for deliverables during the period invoiced and the date those deliverables were provided to the PUCT. No payment will be made for administrative overhead, overtime, or other charges not directly attributable to the performance of this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT contract administrator.

Contractor must submit the invoice to the PUCT as follows:

By email to: Payables@puc.texas.gov

Or by mail to: Accounts Payable
Public Utility Commission of Texas
P.O. Box 13326
Austin, TX 78711-3326

Contractor must submit the invoice to the ERCOT as follows:

By email to: accountspayable@ercot.com

Or by mail to: Electric Reliability Council of Texas, Inc.
Accounts Payable Department
8000 Metropolis Drive (Building E), Suite 100
Austin Texas 78744

Or by Fax to: (512) 225-7020

The PUCT contract administrator will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. If Services were not performed in compliance with the contract, the PUCT contract administrator will notify Contractor of any deductions from the payment approved.

Upon approval of the invoice, the PUCT contract administrator will notify Contractor and submit the invoice to ERCOT for payment. ERCOT must pay all PUCT approved and undisputed amounts within thirty days of initial receipt by the PUCT and ERCOT of Contractor's undisputed invoice from Contractor.

2.3 Release of Claims. Contractor's acceptance of payment releases the PUCT and ERCOT of all claims for compensation owed in connection with this contract.

2.4 Refund. Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by ERCOT which are not expressly authorized under the contract.

2.5 Payments Made to Subcontractors. Contractor must pay any subcontractor hereunder the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

2.6 Records. Contractor and its subcontractors, if any, must maintain records and books of account relating to Services provided under this contract. Contractor must, for a period of seven (7) years following the expiration or termination of this contract, maintain its records (electronic and paper) of the work performed under this contract. Records include, but are not limited to: correspondence concerning the subject of this contract between Contractor and the PUCT or ERCOT; Contractor's internal correspondence; and correspondence between Contractor and any third party. Contractor must make all records that support the performance of Services and payment available to any of the following PUCT, ERCOT, PUCT's or ERCOT's designees, or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator or the ERCOT contract administrator.

2.7 Sole Compensation. Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under the Statement of Work, with the expectation that the ERCOT, the PUCT or the state of Texas will pay the expense.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates Chuck Bondurant to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor and ERCOT acknowledge that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor and ERCOT further acknowledge that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

3.2 ERCOT Contract Administration. ERCOT designates Rebecca Zerwas to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor and the PUCT acknowledge that the ERCOT contract administrator does not have any authority to amend this contract on behalf of ERCOT, except as expressly provided herein. Contractor and the PUCT further acknowledge that such authority is exclusively held by the ERCOT President and Chief Executive Officer or his or her authorized designee.

3.3 Contractor Contract Administration. Contractor designates its contract administrator as follows: Terence Gill.

3.4 Reporting. Contractor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.

3.5 Cooperation. The Parties' contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

3.6 Inquiries and Prompt Referral. Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this contract or the Services or project to which this contract relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

Article 4. REPORTS AND RECORDS

4.1 Written Reports. Contractor will provide written reports to the PUCT in the form and with the frequency specified in the Statement of Work, or as otherwise agreed in writing between the Parties.

4.2 Distribution of Consultant Reports. Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report

associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. The Parties acknowledge and agree that, at the time of execution of this contract, Contractor intends to perform the Services required under this Contract using its own employees. Contractor will notify the PUCT contract administrator of any proposed subcontract and will work with the PUCT HUB Coordinator to procure such subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts and ERCOT pays for in accordance with the terms of this contract.

5.3 Prime Vendor Contract. The Parties expressly agree that this Contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this Contract, notwithstanding the engagement of any subcontractor to perform an obligation under this Contract.

Article 6. TERM AND TERMINATION

6.1 Term. The term of this Contract will begin on April 1, 2024 and will continue in effect until March 31, 2028 unless sooner terminated under Sections 6.2 or 6.3 of this Contract.

6.2 Termination for Cause by the PUCT. If Contractor fails to provide the goods or services contracted for according to the provisions of the contract, or fails to comply with any terms or conditions of the Contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.12, of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for convenience.

6.3 Termination for the Convenience of the PUCT. The PUCT may, upon thirty (30) days written notice to Contractor and ERCOT, terminate this contract whenever the interests of the PUCT so require. The PUCT will only approve reimbursement of those expenses already incurred at the time the notice is provided or expenses approved in writing, prior to Contractor

incurring those expenses, for the purpose of wrapping up the contract. Neither the PUCT nor ERCOT will be liable for any damages or loss to Contractor as a result of termination for convenience.

6.4 Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

6.5 Remedies for Breach. All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, liquidated damages, cost projections, letter of credit proceeds, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.6 Survival. In the event that this Contract expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it will end; provided that the provisions of Sections 2.3 through 2.6, 3.5, 4.2, 6.5, 6.6, 7.5, 9.2, 9.4 through 9.6, 17.2 and 19.1 through 19.5, 19.9 and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, 28, and 29 will survive in their entirety.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. The PUCT may propose changes to the Statement of Work. Upon receipt of a written request from the PUCT for a change to the Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified, within a reasonable time thereafter, submit to the PUCT and ERCOT a detailed written estimate of any proposed price and schedule adjustment(s) to this contract. No changes to the Statement of Work, will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

7.2 Changes in Law, Rules, or Rulings. Changes in federal or state legislation, rules and regulations or rulings by the PUCT after the effective date of this contract may require modification of the terms of this contract, including an increase or decrease in Contractor's duties or compensation. In the event of changes to statutes, rules, or regulations affecting the terms of this contract, the PUCT and Contractor must negotiate the terms of a contract modification in good faith and incorporate the modification into this Contract by written amendment.

7.3 No Assignment of Duties. This contract will be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided, however, that Contractor may not otherwise, without the prior written consent of the PUCT, assign or transfer this contract or any obligation incurred under this contract. Any attempt by Contractor to assign or transfer this contract or any obligation incurred under this contract, in contravention of this article, will be voidable at the PUCT's sole discretion.

7.4 Amendments and Modifications. This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

7.5 Binding on Successors. The terms of this contract will be binding on any successor organization of any of the Parties.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the Services outlined in the Statement of Work, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 Warranty of Services. Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

9.2 Ownership. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created or prepared for on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, will be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the Contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

9.3 Licensed Software. With PUCT's advanced written consent, Contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing Services under this contract. Contractor must provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing Services under this contract.

9.4 Prior Works. Except as provided herein, all previously owned materials, conceptions, or products remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 Trademarks. The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this contract, unless by separate written instrument. The PUCT and ERCOT acknowledge and agrees that use of any

trademark associated with any software provided by Contractor under this contract does not give the PUCT or ERCOT any rights of ownership in the trademark or the software.

9.6 Program Information. Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

9.7 Provision to be Inserted in Subcontracts. Contractor must insert a provision containing Sections 9.2 and 9.6 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

Article 10. PUBLIC INFORMATION

10.1 Texas Public Information Act. (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this contract, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the PUCT. The PUCT will notify Contractor of requests for Contractor's information as required under the PIA. The PUCT will also notify ERCOT of requests for ERCOT's information as required under the PIA.

10.2 Agreement Not Confidential. The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 Contractor's Duty to Provide Public Information. Contractor is required, at no additional cost to the state or ERCOT, to make available in a format that is accessible by the public any information created or exchanged with either the state, or ERCOT, or both the state and ERCOT, pursuant to this contract. For the purpose of Section 10.3 of this contract, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public, but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so. Additionally, the requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicting Relationships. Contractor certifies to the PUCT and ERCOT that no existing or contemplated relationship exists between Contractor and the PUCT or ERCOT that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the PUCT or ERCOT.

11.2 Prohibition on Transactions with Parties Adverse to the PUCT or ERCOT. Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT or ERCOT. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT. Similarly, ERCOT may waive this provision, as it relates to ERCOT, in writing if, in ERCOT's sole judgment, such activities of the Contractor will not be adverse to the interests of ERCOT. Neither ERCOT nor the PUCT may waive the other's right to prohibit a transaction between the Contractor and any person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT or ERCOT.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT and ERCOT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT and ERCOT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

11.4 Prohibited Employment. Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

Article 12. INDEMNIFICATION

Contractor must indemnify, defend and hold harmless the PUCT, the State of Texas, ERCOT and their officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, suits, assessments, penalties, losses, damages, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this contract. Contractor will have the obligation to undertake the defense of any such claim, process, or legal proceeding at Contractor's expense; provided, however, that either the PUCT or ERCOT may participate in the defense with counsel of its own choosing. Any defense must be coordinated by Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement

without first obtaining concurrence from the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor, the PUCT, and ERCOT agree to furnish timely written notice to each other of any claim.

If all or any part of the deliverables of this contract is the subject of any claim, suit, or proceeding for infringement or misappropriation of any intellectual property right, Contractor may, and in the event of any adjudication that the deliverables or any part thereof infringes or misappropriates any patent, trademark, copyright, or trade secret, or if the licensing or use of any of the deliverables or any part thereof is enjoined, Contractor must, at its expense do one of the following things: (i) procure for ERCOT and the PUCT the right under such patent, trademark, copyright or trade secret to fully use the deliverables or the affected part thereof; or (ii) replace the deliverable or affected part thereof with another non-infringing deliverable; or (iii) suitably modify the deliverable or affected part thereof to make it non-infringing.

Article 13. INSURANCE

13.1 Contractor Responsibility. Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas nor ERCOT will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

13.2 Minimum Insurance. Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT, the State of Texas, and ERCOT:

- a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products or completed operations - \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence); and
- c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.
- d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate

a system intrusion into the Contractor's computer system; and expenses to hire a public relations firm for public communications response.

- e) a fidelity bond or crime policy in the amount of \$1,000,000 with third party coverage for ERCOT and the PUCT for Contractor's employees working on ERCOT premises or working with ERCOT intellectual property, proprietary information, or Confidential Information.

The PUCT and the State of Texas, and ERCOT must be named additional insured on the commercial liability and automobile policies.

The insurance policies must include a provision for a 30-day notice of cancellation to be provided to the PUCT, and a waiver of subrogation in favor of the PUCT and ERCOT.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

13.3 Certificates of Insurance. Contractor must furnish to the PUCT and ERCOT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator and ERCOT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this Contract. Contractor must provide thirty (30) days written notice of any notice for renewal or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The Parties agree to resolve disputes arising under this contract through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

Article 15. SOVEREIGN IMMUNITY

The State of Texas, the PUCT, and ERCOT (to the extent sovereign immunity applies) do not waive sovereign immunity by entering into this contract and specifically retain immunity and all defenses available to them under the Constitution, the laws of the State of Texas, or the common law.

Article 16. GOVERNING LAW

Notwithstanding anything to the contrary in this contract, this contract will be deemed entered into in the State of Texas and will be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of

this contract. Further, each Party hereby waives any right to assert any defense to jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this contract.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including, but not limited to, Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 Taxes. Contractor agrees to comply with any and all applicable state tax laws that may require any filing with or payment to the State of Texas as a result of any action taken as a result of this contract.

17.3 Workers' Compensation. Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and ERCOT. Contractor agrees to inform and consult with the PUCT and ERCOT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT or ERCOT. In the event that Contractor becomes aware of inconsistencies between this Contract, a Texas statute or PUCT rule and an ERCOT rule or procedure, Contractor will so advise the ERCOT and PUCT immediately and will cooperate fully to revise applicable provisions of this contract as necessary.

17.5 Compliance with Deceptive Trade Practices Act. Contractor must comply with Texas Business and Commerce Code Chapter 17.

17.6 Compliance with Americans with Disabilities Act. Contractor must comply with the Americans with Disabilities Act, 42 U.S.C. Chapter 126.

17.7 Prohibited Use of Appropriated/Other Funds. Contractor must comply with Texas Government Code Sections 556.005 and 556.0055 related to prohibited uses of appropriated and other funds.

17.8 Certificate of Interested Parties Form. At the time Contractor submits a signed contract to the PUCT, Contractor must submit a "Certificate of Interested Parties" form to the PUCT and file the form with the Texas Ethics Commission. The form and instructions for filing the form can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>. Contractor must not perform any work under the contract, nor receive any compensation prior to filing the form with the Texas Ethics Commission.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

18.1 Prohibitions on Gifts. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.

18.2 Delinquent Obligations. Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 Terrorist Financing. The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing proposers or vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <https://www.sam.gov/>

Contractor further certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

18.4 Antitrust. Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this state, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has Contractor or anyone acting for Contractor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

18.5 Family Code. Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

18.6 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

18.7 Government Code. Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the

specified contract and acknowledges that this contract may be terminated or payment withheld if this certification is inaccurate.

18.8 Outstanding Obligations. Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

18.9 Contracting with Executive Head of State Agency. Contractor certifies this contract is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will provide the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

18.10 Buy Texas. Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the state of Texas.

18.11 Hurricane Recovery. Under Texas Government Code Section 2155.006 and 2261.053, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

18.12 E-Verify. Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons hired to perform duties within Texas, during the term of the contract; and
2. All persons (including subcontractors) hired by the proposer to perform work pursuant to the contract, within the United States of America.

The Contractor must provide, upon request of PUCT, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor will also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated contract.

This term should not be construed to require Contractor to utilize E-Verify to determine the eligibility of existing employees, or otherwise use E-Verify in violation of the law.

18.13 Debarred Vendors List. Contractor certifies that it is not on the Debarred Vendors List located at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>.

18.14 COVID-19 Vaccine Passport Prohibition. Contractor certifies that Contractor is not ineligible to receive this contract under Texas Health and Safety Code Section 161.0085.

18.15 Human Trafficking Prohibition. Contractor certifies that Contractor is not ineligible to receive this contract under Texas Government Code Section 2155.0061 and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

18.16 Does Not Boycott Israel. If Contractor is required to make a certification pursuant to Texas Government Code Section 2270.002, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor certifies that it provided a statement to the PUCT, prior to signing this contract, stating why the certification is not required. Contractor further certifies that no subcontractor of Contractor who is required to make a certification pursuant to Texas Government Code Section 2270.002 boycotts Israel or will boycott Israel during the term of this contract.

18.17 Does Not Boycott Energy Companies. If Contractor is required to make a certification pursuant to Texas Government Code Section 2274.002, Contractor certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor certifies that it provided a statement to the PUCT, prior to signing this contract, stating why the certification is not required.

18.18 Does Not Discriminate Against Firearm Entities. If Contractor is required to make a certification pursuant to Texas Government Code Section 2274.002, Contractor certifies that Contractor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that certification, Contractor must indicate so and state why the certification is not required.

18.19 Data Management and Security Controls. In accordance with Texas Government Code Section 2054.138, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the PUCT as evidence of Contractor's compliance with the required controls.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor is and will remain at all times an independent contractor, and nothing in this contract will be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties.

Notwithstanding anything to the contrary, the Parties will have principal-agent relations as described in the Statement of Work. Except as expressly provided to the contrary elsewhere in this contract, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances will the relationship of employer and employee be deemed to arise between the PUCT or ERCOT and Contractor's personnel. Contractor will be solely responsible for

achieving the results contemplated by this contract, whether performed by Contractor, its agents, employees or subcontractors.

19.2 Non-Exclusivity. Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT or Contractor and ERCOT. This contract will not restrict PUCT or ERCOT from acquiring similar, equal, or like goods or services from other entities or sources.

19.3 Taxes and Statutory Withholdings. Contractor acknowledges that it is not a PUCT or ERCOT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify and hold the PUCT and ERCOT harmless to the extent of any obligation imposed by law on the PUCT or ERCOT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT or ERCOT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT or ERCOT employment benefit.

19.4 Notice. Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by a national carrier with tracking capability (e.g. FedEx or Certified U.S. Mail), with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

IF TO THE PUCT:

ATTENTION: Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With copies to the PUCT contract administrator, and Jay Stone, CTCD, CTCM, at the same address.

IF TO ERCOT:

ATTENTION: General Counsel
8000 Metropolis Drive (Building E), Suite 100
Austin, TX 78744

IF TO CONTRACTOR: Paragon Systems

ATTENTION: Ron Hickie

ADDRESS 13900 Lincoln Park Drive, Suite 370

CITY, STATE, ZIP CODE Herndon, VA 20171

19.5 Headings. Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

19.6 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

19.7 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

19.8 Specific Personnel. Contractor has identified the personnel for this assignment ("Team"), as described in its proposal.

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor must provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

19.9 No Felony Criminal Convictions. Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised the PUCT and ERCOT of the facts and circumstances surrounding the conviction.

19.10 Publicity. Contractor understands and agrees that the PUCT and ERCOT do not endorse any vendor, commodity, or service. Contractor understands and agrees that Contractor, its

employees, representatives, other agents, or subcontractors may not issue any public disclosure, media release, advertisement, or publication without prior written approval of the PUCT and ERCOT: which pertains to this contract or any services or project to which this contract relates; or which pertains to any results or findings based on information provided, created, or obtained to fulfill the requirements of this contract; or which mentions the PUCT or ERCOT.

19.11 No Third Party Beneficiaries. Nothing contained in the contract, either express or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, or transferees any interests, rights, remedies, obligations or liabilities.

19.12 Prompt Payment. All payments by ERCOT to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act.

Article 20. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and any attachment(s) and exhibit(s), the following are given preference in the order listed below:

- 1) The terms and conditions of this contract;
- 2) The Statement of Work, including any exhibits;
- 3) The Request for Proposals;
- 4) The Contractor's proposal, as modified by Contractor's Best and Final Offer, dated February 12, 2024.

Article 22. FORCE MAJEURE

Neither the PUCT nor Contractor nor ERCOT will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including acts of God, severe weather, explosions, riots, acts of war, pandemics, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, any party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

Article 23. SEVERABILITY

If any provision of this contract is held unlawful or otherwise unenforceable, that provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if the provision had never existed.

Article 24. FUNDING OUT CLAUSE

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of Section 6.3 of this contract will apply. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. See Texas Constitution, Article III Section 49, State Debts; and Texas General Appropriations Act for the 2022-2023 Biennium, Article IX, Section 6.03, Excess Obligations Prohibited.

Article 25. DRUG FREE WORKPLACE POLICY

Contractor must maintain a drug-free work environment and a drug-free work environment policy. Contractor must enforce its drug-free work environment policy during the pendency of this contract. Contractor must provide the PUCT a copy of its drug-free work environment policy upon request.

Article 26. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT and ERCOT.

Article 27. RIGHT TO AUDIT

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 28. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

Article 29. ENTIRE AGREEMENT

This contract, including the Statement of Work, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF all parties by their duly authorized representatives have executed this contract effective as of April 1, 2024.

The Public Utility Commission of Texas

By:



Connie Corona

Interim Executive Director

Date Signed:

3/21/24

Paragon Systems, Inc.

By:



Ron Hickie

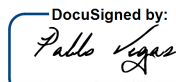
President, Paragon Energy

Date Signed:

March 26, 2024 | 2:55 PM CDT

Electric Reliability Council of Texas, Inc.

By:



Pablo Vegas

President and CEO

Date Signed:

March 25, 2024 | 2:18 PM CDT

Approved as to form (ERCOT Legal):



Reviewed by SVP CFO & CRO:

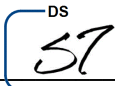


Exhibit 1 – STATEMENT OF WORK

I. Introduction

The Contractor must perform the duties of the Cybersecurity Monitor, as described in Section 39.1516(4)(b) of the Texas Utilities Code, and manage a comprehensive Cybersecurity and Physical Security Outreach Program (“Program”) for Monitored Utilities. The objective of the Program is to develop a framework for collaborative discussion between the PUCT, Monitored Utilities, and the Electric Reliability Council of Texas (ERCOT) regarding efforts to secure critical electric infrastructure from cyber and physical vulnerabilities. The Program is not intended to be a traditional regulatory compliance review program but rather outreach to Monitored Utilities to evaluate holistic corporate culture related to security and programs for infrastructure protection, and to assist in identifying areas for improvement.

Because of the potentially sensitive nature of the information shared by the Monitored Utilities, the Contractor must be able to pass an enhanced background check conducted by the PUCT. Failure to pass this background check is grounds for termination for cause under Section 6.2 of the PUCT’s Standard General Terms and Conditions of this contract.

In addition to the technical knowledge required to perform the duties of this contract, the Contractor needs to possess strong interpersonal skills and the ability to develop relationships with the Monitored Utilities and ERCOT to cultivate the trust and respect of the participants in the Program.

II. The Contractor must perform the following tasks:

- A.** Oversee and chair the PUCT-approved Program.
- B.** Perform appropriate best business practice research and develop best business practice recommendations for best practices to be presented to the PUCT Contract Administrator for inclusion in the Program as recommendations to Monitored Utilities.
- C.** Review Monitored Utilities’ cybersecurity self-assessments on physical and cyber security efforts and provide monthly summary reports to the PUCT Contract Administrator.
- D.** Review Monitored Utilities’ cyber and physical security workforce training programs, and develop and offer approved training as needed.
- E.** Coordinate with Texas Reliability Entity (TRE) to understand any regional rule updates and changes to the North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) standards when considering programs for Monitored Utilities.
- F.** Assist Monitored Utilities in obtaining external audit evaluations of physical and cyber security programs from other governmental agencies.
- G.** Hold (at a minimum) quarterly security meetings with Monitored Utilities to discuss emerging threats, best business practices, and training opportunities.
- H.** Develop a PUCT-approved Monitored Utilities-level tabletop exercise to occur once every two years, during the years that NERC GridEx exercises are not scheduled, beginning in 2024.
- I.** Meet with the PUCT Contract Administrator, or staff designated by the PUCT Contract Administrator, bi-weekly (or as often as the PUCT Contract Administrator

deems it necessary) to discuss issues involving cyber security, physical security, and homeland security activities within the Monitored Utility operations. Provide an agenda for each meeting to the PUCT Contract Administrator at least one business day prior to the meeting.

- J.** Identify cyber security and physical security related communication gaps between PUCT and Monitored Utilities.
- K.** Be available to meet with PUCT's executive management, Commissioners, or Texas Legislators in Austin, Texas, as needed.

III. Reporting:

A. Monthly Reports

- i. Monthly reports are due by the 15th calendar day of each month.
- ii. The monthly report must contain the following information about the previous month's activities:
 - a. A synopsis of all Monitored Utilities' self-assessments reviewed;
 - b. A detailed report of contacts the Contractor made with utilities and any actions taken; and
 - c. A detailed report of opportunities identified to improve communication between the Monitored Utilities, PUCT, and ERCOT.

B. Quarterly Reports

- i. Quarterly reports are due by the 15th calendar day of March, June, September, and December.
- ii. The quarterly report must provide a detailed summary of the quarterly security meeting with Monitored Utilities.

C. Annual Reports

- i. The annual report is due by the 30th calendar day after the contract anniversary date.
 - a. A draft of the annual report must be provided to the PUCT Contract Administrator for review by the 15th calendar day after the contract anniversary date.
- ii. The annual report must detail the overall cyber security and physical security posture of the Monitored Utilities and include an overall assessment report of the Texas electric grid cybersecurity posture.
- iii. The audience of the annual report is the PUCT Executive Director, Commissioners, and Texas Legislators.

D. Ad hoc Reports

- i. The PUCT Contract Administrator may request reports from the Contractor as needed and will provide direction regarding the information to be included.
- ii. The PUCT Contract Administrator will confer with the Contractor's Contract Administrator to determine a reasonable deadline for ad hoc reports.

E. Reporting Guidelines

- i. If a report deadline falls on a weekend or holiday, the deadline will be the business day prior to the original report deadline.
- ii. Contractor may request a deadline extension in writing if circumstances justify an extension. The PUCT Contract Administrator may, but is not required to, grant permission for the Contractor to extend a deadline and deliver a report at a later date set by the PUCT Contract Administrator.

- a. By granting a deadline extension for a report, the PUCT Contract Administrator does not waive any right to enforce deadlines for any other reports.
- iii. Reports must be well organized and well-written to be clear and understandable by the target audience. The PUCT Contract Administrator may, at the PUCT's discretion, provide feedback on written reports or drafts of reports to ensure the reports convey information clearly to the target audience or audiences. Contractor is expected to make appropriate changes in response to the PUCT's feedback.

IV. Consequences for Missed Deadlines

- A.** The PUCT anticipates that missed report deadlines will cause harm to the PUCT. Because of the uncertainty and difficulty of measuring the PUCT's actual damages, the PUCT will be entitled to liquidated damages as follows. If Contractor fails to meet the contractual deadline for any of the following reports and has not received written permission from the PUCT Contract Administrator in advance to extend the deadline, or if Contractor fails to meet a deadline extended by the PUCT Contract Administrator, the liquidated damages due to PUCT for each report are:
- i.** For a monthly report or an ad hoc report: \$1,000 after the first day the deadline for the report is missed and \$500 per day thereafter.
 - ii.** For a quarterly report: \$2,000 after the first day the deadline is missed and \$750 per day thereafter.
 - iii.** For an annual report: \$5,000 after the first day the deadline for the draft or final report is missed and \$1,000 per day thereafter.
- B.** Contractor missing a report deadline will constitute default under this contract and the PUCT may choose any or all of the following remedies: terminate the contract under Section 6.2 of the PUCT's Standard General Terms and Conditions, collect liquidated damages, or pursue any other available remedies.

Exhibit 2 –ERCOT-REQUIRED SUPPLEMENTAL TERMS AND CONDITIONS

1. BACKGROUND INVESTIGATION AND CONDUCT

1.1 Background Investigation

- A.** Contractor will ensure that all Individuals are legally authorized to perform the Services in the United States and Texas, and that the education and background on resumes submitted to ERCOT for Individuals are accurate.
- B.** Prior to any Individual having unescorted physical access to ERCOT's facilities or electronic access to ERCOT computers or information systems ("Access Privileges"), such Individual must successfully pass a background investigation, including:
 - 1.** a criminal background check for the previous seven (7) years in each county, state, and country in which the Individual has worked, lived, or attended school showing no felonies and no misdemeanors except those misdemeanors that ERCOT accepts in writing, using a reputable vendor of consumer report services;
 - 2.** verification of the Individual's identity and confirming each Individual's social security number by (a) a reputable vendor of consumer report services, (b) receipt of a properly-completed Form I-9, or (c) other reliable process acceptable to ERCOT; and
 - 3.** a clean, supervised 10-panel drug screen, administered by a reputable medical office or drug testing service.
- C.** For each Individual for whom Contractor requests Access Privileges, Contractor must:
 - 1.** arrange and pay for the above background investigation;
 - 2.** provide written confirmation to ERCOT that the Individual has successfully passed the requisite background investigation;
 - 3.** ensure compliance with all procedural requirements of the Fair Credit Reporting Act, including but not limited to providing notification and securing authorization allowing ERCOT to receive the results of background checks, both to ensure eligibility for assignment to perform Services to ERCOT and for ERCOT to use as evidence of performance of the background investigations in the event of an audit by ERCOT or its regulators; and
 - 4.** maintain and allow ERCOT or its authorized representative access to audit Contractor's records relating to the background investigation of any Individual for a period of three (3) years after the End Date of the applicable SOW.

D. All information regarding an Individual obtained during the background check and drug screen will be kept confidential by ERCOT to the extent allowed by law.

1.2 Conduct

A. Contractor agrees that it and all Individuals will abide by ERCOT's Code of Conduct and Ethics Corporate Standard ("Code of Conduct") and all other policies and procedures applicable to ERCOT independent contractors while performing Services for ERCOT, on ERCOT premises, or using ERCOT equipment or networks.

B. All Individuals requiring Access Privileges must participate in any access-related training required by ERCOT and execute the then-current Consultant Ethics Agreement (the "Ethics Agreement") acknowledging and agreeing to be bound by ERCOT's Code of Conduct and Information Protection Corporate Standard prior to being granted Access Privileges or beginning Services for ERCOT. All Individuals will execute such updated agreements as are reasonably requested by ERCOT.

C. The form of the current required Ethics Agreement and Code of Conduct may be found at www.ercot.com.

D. Contractor agrees that it will abide by ERCOT's Information Governance Corporate Standard and associated operating procedures, including those regarding legal holds and retention/disposition.

E. Contractor acknowledges that the following items are subject to inspection by ERCOT personnel at any time with or without notice:

1. any e-mail, voicemail, or computer usage by any Individual using ERCOT computer, network, or electronic equipment; and
2. any tangible item situated on ERCOT's premises (including filing cabinets, desks, or other work areas).

F. On-site Safety

1. Contractor is responsible for complying with all ERCOT safety precautions and programs in connection with the Services provided.
2. Contractor will take all necessary precautions and provide all necessary protection from damage, injury, or loss to persons or property in providing the Services.
3. Contractor is liable for all damage or loss to any person or property to the extent caused by Contractor or an Individual.

2. CONFIDENTIALITY

2.1 Exchange of Confidential Information

For the purposes of this Agreement, the Parties will be exchanging certain Confidential Information, as defined in Section 5.2.A below (i.e., the "Disclosing Party" provides Confidential Information to the "Receiving Party").

2.2 Confidential Information

A. "Confidential Information" is information that by its nature or purpose would reasonably be considered by a person to be confidential, proprietary, or trade secret information and specifically includes, but is not limited to, anything designated as Protected Information or ERCOT Critical Energy Infrastructure Information under the ERCOT Protocols. Confidential Information also includes all information, technical data, and know-how that relates to the business, services, or products of Disclosing Party, or Disclosing Party's Market Participants (as defined below), customers, or other vendors, including without limitation, any research, products, services, developments, inventions, processes, techniques, designs, and scientific, technical, engineering, distribution, marketing, financial, merchandising, pricing, and sales information that is disclosed to Receiving Party directly or indirectly in writing, electronically, orally, by drawings, or through inspection. A "Market Participant" is an entity other than ERCOT that engages in any activity that is in whole or in part the subject of the ERCOT Nodal Protocols, regardless of whether it has signed an agreement with ERCOT, as further described in the ERCOT Nodal Protocols, which may be found on ERCOT's website at www.ercot.com.

B. Reserved.

C. Confidential Information does not include information, technical data, or know-how that:

1. is already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;
2. is received from a third party without Receiving Party's knowledge of any obligation of confidentiality;
3. is independently developed by personnel or agents of Receiving Party without reliance on the Confidential Information; or
4. is proven by written evidence to be known to Receiving Party at the time of disclosure.

2.3 Precautions Taken to Protect Confidential Information

A. Receiving Party agrees not to disclose or use the Confidential Information for any purposes other than those under this Agreement.

B. Receiving Party will ensure policies and procedures are in place to securely maintain Confidential Information at all times and to reasonably restrict distribution to employees, representatives, or agents of Receiving Party necessary to perform a purpose permitted under this Agreement.

C. Confidential Information and all copies are and will remain the property of Disclosing Party.

D. Except as to Confidential Information that also makes up a part of Products or Documentation, upon request of Disclosing Party or immediately upon termination of this Agreement Receiving Party will promptly return to Disclosing Party all Confidential Information via bonded courier or some other similarly secure means agreed upon in advance, or destroy all Confidential Information using a destruction method that ensures such data is unrecoverable and providing documentation to Disclosing Party detailing the destruction method and process used, provided that each Party may keep a copy of this Agreement.

E. Receiving Party agrees to immediately notify Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information, and to cooperate in any reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

F. If Receiving Party is required by an order, rule, or law of any federal, state, local, or municipal body having jurisdiction over a Party to disclose any Confidential Information, Receiving Party will provide Disclosing Party notice, to the extent reasonably possible, of such requirements so that Disclosing Party may seek, at Disclosing Party's expense, to limit production. If Receiving Party remains legally compelled to make such disclosure, it will: (i) only disclose that portion of the Confidential Information that it is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

2.4 Loopholes

A. Contractor recognizes that by performing Services under this Agreement, Contractor may become aware of methods by which Market Participants could manipulate or "game" the ERCOT system ("Loopholes") and thereby take unethical advantage of the ERCOT system.

B. Contractor agrees that to the extent Contractor becomes aware of such information, it will promptly notify a member of ERCOT management of the existence of such Loopholes and that it will treat such information as Confidential Information.

2.5 Notwithstanding anything to the contrary in this Agreement, no Individual or Party will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An Individual who files a lawsuit for retaliation by a Party for reporting a suspected violation of law may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, if the Individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

3. CYBER SECURITY

3.1 Prior to performing Services, Contractor will provide summary documentation of its system security, including the standards, practices, training programs, and development environment used to create or modify any deliverables. If applicable, Contractor will document how it addresses and prevents introduction of malicious code during development and delivery of software included with deliverables. Contractor will document how the most critical security weaknesses are being addressed.

3.2 During or after performance of services or transfer of any deliverables, and upon Contractor identifying any known vulnerabilities or breaches of system security, Contractor will notify ERCOT (a) within 24 hours of such breaches involving services, deliverables, and/or software provided to ERCOT or (b) within three (3) calendar days of any other breaches of Contractor's system security. Within seven (7) calendar days of any such breach, Contractor will provide follow-up documentation to ERCOT that will include a description of the breach, potential security impact, and recommended corrective actions to be taken by ERCOT and Contractor. Contractor will continue to report to ERCOT on a schedule approved by ERCOT until a root cause analysis and forensic investigation to determine the full impact have been completed or exhausted.

3.3 Contractor will notify ERCOT immediately upon resignation, termination, or reassignment of any Individuals requiring Access Privileges.

3.4 Contractor will transfer any deliverables only through secure channels approved in advance by ERCOT and the PUCT. ERCOT may require Contractor to specify how digital delivery will be validated and monitored to ensure integrity and authenticity of software and patches, and to apply encryption throughout the delivery process.

3.5 All Contractor access, including Contractor-initiated remote access and automated system-to-system access, will occur only through ERCOT's security gateways and firewalls, and will adhere to ERCOT security procedures.

3.6 All notifications required under this Section 3.6 must be sent to SupplierNotification@ERCOT.com.

Certificate Of Completion

Envelope Id: D54C0DBC13CC42E6937012216337D57C

Status: Completed

Subject: PUCT - Paragon Systems - ERCOT - Cybersecurity Monitor - 04.01.24 to 03.31.28

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Doris Berninger

AutoNav: Enabled

810 Airport Road

Enveloped Stamping: Enabled

Taylor, TX 76574

Time Zone: (UTC-06:00) Central Time (US & Canada)

doris.berninger@ercot.com

IP Address: 66.128.17.123

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3/25/2024 9:57:09 AM

doris.berninger@ercot.com

Signer Events**Signature****Timestamp**

Jamie Schue



Sent: 3/25/2024 10:07:06 AM

james.schue@ercot.com

Viewed: 3/25/2024 10:15:27 AM

Corporate Counsel

Signed: 3/25/2024 10:15:39 AM

Electric Reliability Council of Texas, Inc.

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 136.49.50.21

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sean Taylor



Sent: 3/25/2024 10:15:40 AM

sean.taylor@ercot.com

Viewed: 3/25/2024 11:03:49 AM

Vice President & Chief Financial Officer

Signed: 3/25/2024 11:05:22 AM

ERCOT

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication (None)

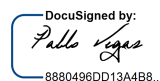
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Electronic Record and Signature Disclosure:

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Pablo Vegas



Sent: 3/25/2024 11:05:23 AM

pablo.vegas@ercot.com

Viewed: 3/25/2024 2:14:15 PM

President and CEO

Signed: 3/25/2024 2:18:41 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 50.213.249.145

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/25/2024 2:14:15 PM

ID: e8f3da2b-535e-4308-aa28-43888b2e8566

Ronald Hickie



Sent: 3/25/2024 2:18:42 PM

Ron.Hickie@parasys.com

Viewed: 3/26/2024 10:59:28 AM

Security Level: Email, Account Authentication (None)

Signed: 3/26/2024 2:55:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 73.246.36.16

Electronic Record and Signature Disclosure:

Accepted: 3/26/2024 10:59:28 AM

ID: 008f1091-cb18-4150-a81c-843a4c1e1f6f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
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Jay Stone jay.stone@puc.texas.gov Program Administrator Public Utility Commission of Texas Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/26/2024 2:55:40 PM Viewed: 3/26/2024 3:20:44 PM
Xiangxiang Ni xiangxiang.ni@ercot.com Manager Accounting Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/19/2024 4:59:03 PM ID: 1bcee342-ad60-474c-95b1-8dbb8c48b8f9	COPIED	Sent: 3/26/2024 2:55:41 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2024 10:07:06 AM
Certified Delivered	Security Checked	3/26/2024 10:59:28 AM
Signing Complete	Security Checked	3/26/2024 2:55:39 PM
Completed	Security Checked	3/26/2024 2:55:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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