

## CEII CONFIDENTIALITY AGREEMENT

To facilitate your participation in the Regional Planning Process under Attachment K to Entergy Services, Inc.'s ("Entergy") Open-Access Transmission Tariff ("OATT"), you (on behalf of yourself and as a duly authorized representative of, and on behalf of, your organization/employer) ("You") have requested access to critical energy infrastructure information ("CEII"), as defined by the regulations of the Federal Energy Regulatory Commission ("FERC") (see 18 C.F.R. § 388.113). That CEII will be provided by: (i) Entergy (as agent for Entergy Arkansas, Inc., Entergy Gulf States Louisiana, L.L.C., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc., and Entergy Texas, Inc.), and (ii) perhaps others, including stakeholders. The intent of Entergy is to protect CEII from unauthorized disclosure. Accordingly, Entergy has presented you this Confidentiality Agreement ("Agreement") as its conditional offer ("Offer") setting forth the terms and conditions of your access to CEII. The execution of this Agreement on behalf of You and your organization, constitutes your acceptance of the Offer, including and subject to its terms and conditions. The remaining terms and conditions of this Agreement are as follows:

1. Term. This Agreement shall expire three (3) calendar years from December 31, of the year in which you execute this Agreement; provided, however, that notwithstanding the termination of this Agreement, the confidentiality obligations and covenants of this Agreement will survive indefinitely and shall not terminate, or else shall remain in effect as long as permitted by law.

2. Information Covered by this Agreement. "Covered Information" means (i) CEII made available through a restricted area within the Entergy website, furnished by Entergy at Regional Stakeholder Meetings, or otherwise provided to you by Entergy; and (ii) new information created using Covered Information and that contains CEII, such as a legal memorandum or sensitive business information, as well as Covered Information that has been stored electronically ("Derivative Information"). While Entergy will make every reasonable effort to designate Covered Information as CEII (*e.g.*, by marking information "Critical Energy Infrastructure Information" or "CEII", *etc.*), the lack of such a designation on information received by Requestor from Entergy shall not render this Agreement inapplicable to that undesignated information; rather, the Requestor shall make an independent assessment as to whether undesignated information received from Entergy is CEII (and therefore Covered Information to which this Agreement applies), and if there is any question whatsoever as to whether such information is Covered Information, Requestor shall contact Entergy to seek guidance in that regard. If Covered Information originates solely with you, or if it becomes public through no fault of yours and through no breach of this Agreement, then it is not covered by this Agreement. However, Covered Information does not become public simply because some part of it is public or because similar information is public.

3. Conditions of Access. In order to obtain access to Covered Information, you must follow any applicable procedures on the Entergy OASIS website and comply with the terms of this Agreement.

4. Duty of Non-Disclosure You agree to not disclose Covered Information (including Derivative Information) to any person or entity in any way without the written consent of Entergy, subject to the following special rules:

(a) Internal distribution of information. You agree to not disclose Covered Information within your organization except to those individuals who (i) need to know the information to do their jobs; (ii) have been advised of the duty of non-disclosure; and (iii) have executed this Agreement. Additional persons employed by your organization may execute this Agreement and must use the form set forth in Appendix A.

(b) Distribution to consultants. Paragraph 4(a) also applies to anyone hired or retained by you for help and/or advice, such as business consultants, lawyers, and accountants. Such persons must execute this Agreement in the form set forth in Appendix B.

(c) List of authorized individuals. Only individuals who have subscribed to this Agreement by providing to Entergy a signed copy of Appendix A or Appendix B may access Covered Information and/or distribute Covered Information to other individuals who have subscribed to this Agreement by executing Appendix A or Appendix B.

(d) Distribution to authorized persons. It is not a violation of this Agreement to discuss or share Covered Information with an individual who has executed this Agreement and whose rights under this Agreement have not been revoked. However, you are responsible for confirming a recipient's eligibility.

(e) Duty of cooperation. If you are legally required to disclose Covered Information (for example, due to a subpoena or court order), you agree to notify Entergy immediately and to cooperate with Entergy in taking steps to restrict or narrow the information you must disclose.

(f) Obligation to minimize disclosures. Even if you are authorized to disclose Covered Information (for example, if you have Entergy's written consent or become legally required to do so), you agree to disclose only the minimum amount of information required to be disclosed.

5. Use of Covered Information. You agree that you will use Covered Information only to participate in the Regional Planning Process (and/or the Southeast Inter-Regional Participation Process) and to replicate transmission studies in the Regional Planning Process (and/or Inter-Regional Studies). You may not use Covered Information for any other purpose.

6. Destruction of Covered Information. You agree to destroy Covered Information (including Derivative Information) upon termination or expiration of this

Agreement, or when you have completed your use of it in accordance with Paragraph 5, whichever comes first.

7. Entergy's Right of Revocation. Entergy may revoke your access to Covered Information at any time, with or without notice. In the event of revocation, your only means of remedy is through the dispute resolution process provided in Attachment K to Entergy's OATT.

8. Legal Terms.

(a) Entergy does not convey any property rights, including patents and patent applications, when they give you Covered Information.

(b) All Covered Information is provided "as is" and with any and all faults. Entergy shall not be liable for the accuracy or completeness of Covered Information.

(c) Entergy is not responsible for your use of Covered Information. You agree to hold Entergy harmless and indemnify it for any and all damages and liabilities (including indirect and/or consequential damages) arising from any action you may take with respect to Covered Information.

(d) You acknowledge that Entergy is not responsible or liable for any other party's designation of its information as CEII, including any improper designation.

(e) If you or your representative breach or threaten to breach this Agreement, Entergy is entitled to seek and obtain any available legal and/or equitable relief, such as an injunction or any other available remedy.

(f) You acknowledge the right of any party that provided information provided to you to act on that party's own behalf as a party to the Agreement, including the right to pursue a claim relating to your use of and/or duty of nondisclosure with respect to Covered Information provided by that party. You agree to waive any objection based on the party's status as a party to the Agreement.

(g) Your duty of non-disclosure continues even after this Agreement expires.

(h) Entergy may exercise its rights under this Agreement at any time, even if it delayed doing so or failed to do so in the past.

(i) This Agreement is to be governed by the laws of the State of Louisiana, regardless of the choice of law principles of that State or any other.

(j) This is the entire agreement between You and Entergy concerning the duty of non-disclosure of Covered Information. No modification or waiver of any part of this Agreement is legally enforceable unless You and Entergy have agreed in writing.

(k) Capitalized terms herein shall have the meaning provided in other provisions of the Entergy OATT unless specifically defined herein.

(l) If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement will still remain effective.

(m) You represent and warrant that you are authorized to enter into this Agreement; you have the power and authority to enter into this Agreement; and this Agreement does not violate any other agreement between you and a third party.

(n) A facsimile or photocopy of Requestor's signature shall have the same force and effect as an original. Entergy's assent to and acceptance of this Agreement shall be evidenced by their performance hereunder.

AGREED AND EXECUTED by the  
following (and others as identified in  
Appendices A and B):

ORGANIZATION: \_\_\_\_\_  
by (signature): \_\_\_\_\_  
Name: \_\_\_\_\_  
its (title): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX A

I am employed by \_\_\_\_\_ (“Organization”), an organization that has executed this Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by the Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the Entergy website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____	Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____
Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____	Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____
Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____	Signature: _____ Name: _____ Organization: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____

## APPENDIX B

I am employed by \_\_\_\_\_ (“Consultant”), which has been retained by \_\_\_\_\_ (“Organization”). The Organization has executed this Agreement and has hired the Consultant for help and/or advice for purposes of Paragraph 4(b) of the Agreement. I have read the entire Agreement. I understand that I may not use Covered Information, or disclose Covered Information to anyone in any way, except as authorized by this Agreement. I agree to be bound by this duty and all other duties and obligations imposed by this Agreement, including the duty to comply with the procedures for accessing CEII as set forth on the Entergy website.

AGREED AND EXECUTED by (attach additional sheets as necessary):

Signature: _____ Name: _____ Consultant: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____	Signature: _____ Name: _____ Consultant: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____
Signature: _____ Name: _____ Consultant: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____	Signature: _____ Name: _____ Consultant: _____ Address: _____ _____ Telephone: _____ E-mail: _____ Date: _____