

USER AGREEMENT FOR BRING YOUR OWN PERSONAL COMPUTER PROGRAM

Introduction

The Duke Energy Corporation's (along with its affiliates and subsidiaries "Duke Energy", or the "Company") Information Technology ("IT") Bring Your Own Personal Computer ("BYOPC") Program ("Program") offers employees and contingent workers, each with management approval, the opportunity to use virtual technologies where Company data and applications ("Company Applications") reside in a IT-controlled centralized environment that appears as virtual personal computers ("VPC") that are accessed via the Internet and the end-user device ("EUD") is provided by the Participant (as defined below). A glossary is provided at the end of this document to clarify some of the terms that will be used.

Purpose

The purpose of this User Agreement for the BYOPC Program (the "Agreement") is to acknowledge the obligations and rights associated with participation in the BYOPC Program.

AGREEMENT

As a Program Participant ("Participant"), in consideration of the convenience of using my personal computer to use Company Applications, the receipt and sufficiency of which is hereby acknowledged, in addition to complying with all Company standards, policies, and procedures, I agree to the Participant's Obligations and Duke Energy's Rights and Obligations as set forth in this Agreement.

A. Participant's Obligations

1. An individual's participation in the Program is voluntary; however, as a condition of participation, the Participant agrees to install Company-provided agent software ("Access Agent"), licensed by the Company, on their personally-owned EUD to access a VPC.
2. Participant understands and agrees that the Company may change the Program requirements at any time at its sole discretion. Program requirement changes may include, but are not limited to: participation criteria, availability, response times; and supported hardware, software, operating system, and browser version level minimums.
3. Participant agrees to attempt the initial installation of the Access Agent. In the event the initial attempt is unsuccessful, the Participant will contact the Enterprise Help Center at (704) 382-HELP (4357) or toll free at (800) 641-7762, for installation support.
4. Participant understands and agrees that installation of the Access Agent software is required and that the Participant is solely responsible for any damage to the EUD or loss of data that may result from the installation or use of the Access Agent.
5. Participant agrees to not store their RSA key fob pin code, Duke Energy LAN ID or password, or the EmplInternet2 access code on their personal device unencrypted.
6. Participant shall complete the associated computer based training prior to being admitted to the Program.

7. Participant shall perform work outside of regularly scheduled hours only when approved by management, and shall accurately report all hours worked under the Program.
8. PARTICIPANT AGREES THAT NEITHER THE ACCESS AGENT AND SERVICES, NOR THE COMPANY NOR ITS NETWORK INFRASTRUCTURE, MAY BE RELIED UPON FOR THE TRANSMISSION OF DATA RELATING TO EMERGENCY, MISSION CRITICAL OR LIFE THREATENING SITUATIONS OR FOR USE REQUIRING FAILSAFE PERFORMANCE AND OR WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. THE ACCESS AGENT IS NOT USABLE WITHOUT BANDWIDTH, AND NEITHER THE ACCESS AGENT LICENSOR, NOR THE COMPANY, IS RESPONSIBLE FOR PROVIDING BANDWIDTH NOR ITS QUALITY.
9. Duke Energy employees and contingent workers who work outside of the continental United States may not use their virtual desktop to attempt or gain access to control systems for electric or gas transmission or distribution, or generation by fossil fuel, wind, solar, or nuclear, industrial controls, any sensitive nuclear data, or design specifications related to the abovementioned generation and control systems.
10. Duke Energy employees and contingent workers who are foreign nationals not admitted as permanent US residents may not use their virtual desktop to attempt or gain access to control systems for electric or gas transmission or distribution, or generation by fossil fuel, wind, solar, or nuclear, industrial controls, any sensitive nuclear data, or design specifications related to the above mentioned generation and control systems.
11. Without limiting any of Duke Energy's other rights or remedies, violation of this Agreement by Participant can result in: (a) an investigation; (b) suspension or revocation of Participant's participation in the Program; (c) removal of the Company-provided agent software from Participant's EUD; (d) deletion of all Company Information from Participant's EUD; and (e) discipline, up to and including termination of employment.
12. Nothing in this Agreement restricts, prohibits, interferes with, restrains, or prevents employees of Duke Energy from exercising their rights under Section 7 of the National Labor Relations Act or from engaging in any communications regarding wages, hours, or other terms and conditions of their employment. Duke Energy employees have the right to engage in or refrain from such activities and communications and they may use their EUDs to conduct such activities and communications. In the event of any conflict between this provision and any other provision of the Agreement, this provision shall control.

B. Duke Energy's Rights and Obligations

1. Duke Energy is not responsible for data backup or recovery of Participant's EUD.

2. (A) DUKE ENERGY DISCLAIMS ANY LIABILITY TO PARTICIPANT FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND (ii) LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF INCOME, DATA, REVENUE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.
(B) THE COMPANY-PROVIDED ACCESS AGENT IS PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.
(C) DUKE ENERGY SHALL HAVE NO LIABILITY TO PARTICIPANT IN CONNECTION WITH THIS AGREEMENT OR PARTICIPANT'S ACCESS TO AND USE OF THE ACCESS AGENT AND THE COMPANY'S NETWORK INFRASTRUCTURE.
(D) DUKE ENERGY DOES NOT EXCLUDE OR LIMIT ITS LIABILITY IN RESPECT OF BODILY INJURY OR WRONGFUL DEATH ARISING FROM ITS NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR SUCH OTHER MISCONDUCT THAT CANNOT BE EXCLUDED BY APPLICABLE LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DUKE ENERGY DISCLAIMS ANY AND ALL LIABILITY FOR EVENTS OR DAMAGES OF ANY NATURE OR KIND RESULTING FROM PARTICIPANT'S MISUSE OF THE ACCESS AGENT.
(E) IT IS AGREED BETWEEN DUKE ENERGY AND THE PARTICIPANT THAT THE FOREGOING LIMITATIONS ARE REASONABLE IN LIGHT OF THE COST OF ALTERNATIVES.

C. Glossary

1. Employee – an employee of Duke Energy Corporation or one of its subsidiaries.
2. Company Information – all Information or Data, regardless of media type, that is produced, consumed, stored, transmitted or used in the course of conducting Duke Energy business, or that relates to Duke Energy business, including but not limited to, Electronic Communications, and Information related to Duke Energy , its customers, employees, vendors, suppliers, and partners and all applicable: documents, notes, spreadsheets, presentations, data bases, meeting schedules, calendar entries, telephone logs, telephone numbers, telephone call records, voicemails, and metadata.
3. Contingent Worker – a non-employee who performs work for Duke Energy, typically on a temporary, project-specific or outsourced basis. Contingent workers are not employees of Duke Energy, but are instead self-employed or employed by an outside company and assigned by that company to Duke Energy.

(Capitalized terms used but not defined herein shall have the meaning ascribed to them in the IT Glossary published on the Portal. If there is any discrepancy between the definition of a term provided herein with the definition provided in the IT Glossary, the definition in the IT Glossary shall prevail.)

COMPANY POLICY REQUIREMENTS APPENDIX

This Appendix highlights important policies related to the User Agreement for the Bring Your Own PC Program, and is not all-inclusive. For additional information, please review the Company policies posted on the Portal under the Company tab.

Company Information

The IT Glossary defines Company Information as: all Information or Data, regardless of media type, that is produced, consumed, stored, transmitted or used in the course of conducting Duke Energy business, or that relates to Duke Energy business, including but not limited to, Electronic Communications, and Information related to Duke Energy, its customers, employees, vendors, suppliers, and partners and all applicable: documents, notes, spreadsheets, presentations, databases, meeting schedules, calendar entries, telephone logs, telephone numbers, telephone call records, voicemails, and metadata.

All Company Information regardless of where or how it is created or stored remains a possession of the Company.

Company Information, including Duke Energy email, should not be sent to or from personal email accounts.

Company Information may only be stored in Company-approved devices, facilities, locations and services.

Company Information may not be stored on any non-Company owned or administered cloud service except as otherwise explicitly approved in writing by the Company.

Only authorized individuals may access or view Company Information.

Personnel who use Company Information are subject to monitoring by the Company to ensure compliance with Company policies.

All Personnel must return all Company Information to the Company upon request and/or upon termination or other separation from the Company.

The Records and Information Management (RIM) Compliance Standard ("RIMC Standard") also provides for Collection of Company Information as follows:

- Under the Identified Circumstances (as defined in the RIMC Standard) Duke Energy has legitimate business reasons and obligations to collect and preserve Company Information, and Duke Energy, or its designees, may in such Identified Circumstances review and, if necessary or useful, copy, remove data from, make an image of or disclose to third parties the contents of any such Company Information.
- In connection with the Identified Circumstances, employees and contingent workers shall reasonably cooperate with Duke Energy's efforts to obtain, inspect and review the relevant Company Information. The Company may be required to disclose the Company Information to law enforcement agencies if it is, or may be, evidence of illegal conduct.

- Unless otherwise required by law, Duke Energy will use reasonable efforts to limit any inspection and review of any employees' or contingent workers' personal devices -- and its review, copying, retrieval, removal and disclosure of data on such personal devices -- to Company Information and other data relevant to the Identified Circumstances.

- Employees and contingent workers acknowledge and agree that they have no expectation of privacy with respect to Company Information regardless of how or where such Company Information is created or stored, including but not limited to:

- Company Information that was created or stored on employees' or contingent workers' personal devices or services (i.e. personal email account, personal cloud storage, personal computer or table, personal backup device, etc.).
- The contents of any texts, instant messages or other communications an employee or contingent worker initiates or receives on their personal device in relation to their work for Duke Energy any phone logs or phone numbers stored on an employees' or contingent workers' personal devices that relate to calls made or received in relation to such employees' or contingent workers' work for Duke Energy.

Non-Exempt Employees

If employed in the U.S., Non-Exempt employees (*i.e.*, an employee that is paid on an hourly basis and not a salaried basis) are prohibited from working, and prohibited from using their personal device to engage in any work on Duke Energy's behalf, outside of any normally scheduled working hours unless explicitly approved in advance by such employee's manager.

Non-Exempt employees must enter all time worked (including any time spent on Duke Energy business on their personal device) into the designated Company timekeeping tool in accordance with the Company's timekeeping compliance policies, as modified from time to time.

Use of Company Resources

The IT 205 Personal Use Standard discusses the requirements around the use of Company Assets for personal use, and the use of personal Assets for Company use.

In connection with the use of Company IT resources, Personnel may not: (a) engage in illegal activity; (b) store or transmit child pornography or other pornographic, obscene or sexually explicit or otherwise inappropriate materials; (c) send unsolicited business email or SPAM; (d) commit fraud or negligence; (e) defame or libel any person or entity; (f) transmit or communicate threats of physical harm or other illegal activity; or (g) transmit or elect to receive any material or items that violate any third party's copyright or other intellectual property rights.