

**Amendment Number 3 to
Master Services Procurement Agreement**

This Amendment Number 3 (this "Amendment") to the Agreement (as defined below) is entered into as of February 10, 2017 by and between Avangrid Service Company ("Customer") and [REDACTED] with offices located at [REDACTED] ("Supplier"). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

RECITALS:

WHEREAS, Customer and Supplier are parties to a Master Services Procurement Agreement dated as of April 8, 2011 (the "Agreement"); and

WHEREAS, the parties desire to enter into this Amendment to reflect changes to the Agreement as are set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- A) The change of Iberdrola USA's name will be updated as follows:
 - Iberdrola USA to AVANGRID
 - Iberdrola USA Management Corporation to Avangrid Service Company
 - IUMC to ASC

- B) Exhibit B (Scope of Work) of the Agreement is hereby deleted and replaced in its entirety with a new Exhibit B-3 attached hereto;

- C) Exhibit C (Terms and Conditions) of the Agreement is hereby deleted and replaced in regards to the Articles 24, 33, 39 and 57 with a new Exhibit C-3 attached hereto;

- D) Solely with respect to the Scope of Work provided pursuant to this Amendment Number 3, Exhibit C (Terms and Conditions) of the Agreement is hereby deleted and replaced in regards to Article 36 with the language set forth in Exhibit H-3 attached hereto

- E) Exhibit D (Pricing) of the Agreement is hereby deleted and replaced in its entirety with a new Exhibit D-3 attached hereto;

- F) Exhibit G (Special Conditions) of the Agreement is hereby deleted and replaced in its entirety with a new Exhibit G-3 attached hereto;

- G)** All references in the Agreement to defined terms shall be deemed to refer to such terms as such terms have or may have been amended, modified, or supplemented by this Amendment.
- H)** Except as expressly amended by this Amendment, the Agreement shall remain unchanged and in full force and effect and the parties hereby ratify and confirm the Agreement and each of its obligations.
- I)** Any conflict or inconsistency between the Agreement and this Amendment shall be resolved in favor of this Amendment.
- J)** This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.
- K)** This Amendment may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed as of the date first set forth above.

Avangrid Service Company

By: 
Name: R.D. Kump
Title: CEO

Avangrid Service Company

By: 
Name: Pablo Canales Abaitua
Title: Controller - Networks

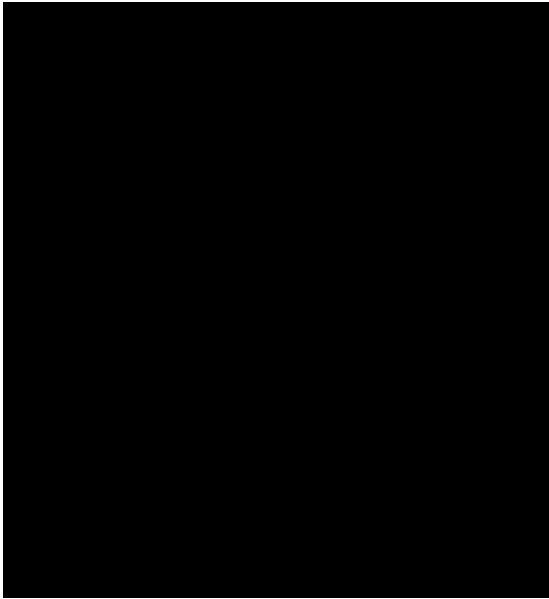


EXHIBIT B-3

Scope of Work

The ESC Demonstration Project is covering phase 1 of the “Distributed System Implementation Plant”, which is a demonstration project only and not to be converted to a production system for the ‘Distribution Network Application (DNA)’ functions in Spectrum Power 4.75 network control system. It covers the extension of the DNA functionality towards supporting a three phase unbalanced distribution grid with the following functions:

- Distribution Powerflow with load scaling
- Volt/Var calculation (open loop)
- Optimal Feeder reconfiguration (open loop, creates switching procedures)
- Control objects: Tap Positions (VVC), Cap banks (VVC), Breaker Switches (OFR)

The project scope will cover the implementation and demonstration on the Supplier’s System as a part of the New York – Ithaca Energy Smart Community program.

ESC Demonstration

General

project management
specification and clarification of the functionality
data input support
Integration of changes
periodic maintenance
test (FAT,SAT and support to show the system)

DNA

DNA enhancements/development
DNA general support
system installation and updates

OMS and AMI integration

development of an interface to the AMI system
support OMS development
support SCADA area

Additional enhancements

analog check (island check)
automatic grid recovery
distribution data explorer

Siemens additional support

data modelling with OT GIS team
gis interface modifications for DNA
Scada Testing (OT SCADA)
OMS Testing (OT OMS)

switches and feeder reconfigurations

Additional cost

- Hardware
- Travel expenses
- 3PP licenses

Detailed description of the technical solution is included in Avangrid_ESC_technical_description V_Final.docx (“Final ESC Technical Description”).

1. **PROJECT APPROACH.** The project will be performed in phases:

- Specification / design
- System implementation
- Installation at site
- Acceptance test

2. **DEFINITIONS.** The following definitions shall be used for purposes of the ESC Project:

“Defect” means a defect of the system against the specification of the system. The defects are classified in defect types as follows:

Defect type	Definition
Critical	A blocking defect is a defect that prohibits (a part of) the application to function or that changes one or more functionalities in such a way that the client cannot accept (e.g. they imply business risks). These errors should get the highest priority to be fixed.
Major	This kind of defects doesn't prohibit the use of the application, but one or more functionalities aren't implemented as described in the requirements and are seen as a decrease in functionality. The importance of the requirement, to which the defect is related, can be an indication with which priority the defect should be fixed.
Minor	These defects don't have any impact on the well functioning of the application. This kind of defects might cause unhappiness among the end-users. Examples of these defects are changes in user-friendliness on GUI-interface, etc."

“Effective Date” means the __ day of December 2016. With this date the contract starts.

“Factory Acceptance Test” means a test of the System in the premises of the supplier. After successfully passing this test, the system will be shipped.

“Handover” means system responsibility is handed over to IUMC.

“Project” and “ESC Demonstration Project” means the implementation and demonstration of Supplier’s System (Spectrum Power 4.75 including DNA) as a part of the New York – Ithaca Energy Smart Community program.

“Provisional Acceptance Certification” means a document that certifies that the system is ready for demonstration and handover procedure starts.

“Site Acceptance Test” means a test of the System at IUMC’s site. After successfully passing this test, the system is ready for demonstration. “System” means Supplier’s Spectrum Power 4 v4.75 SCADA + DNA (inclusive of the features and functions listed in the Final ESC Technical Description) for deployment for the ESC Project.

All other definitions shall have the meaning indicated in the Agreement, as last amended. Exhibits for the Project shall be labeled with the numbering convention “-3” (e.g. “Exhibit B-3”) and shall take precedence over previous Exhibits with the same lettering convention (e.g. “Exhibit B”) for purposes of the Project.

3. PROJECT CLOSING

Project closing is subject to following conditions:

- The system has been manufactured according to the scope.
- All documents as specified in scope have been delivered.
- All training as specified in scope have been performed.
- The system is installed at IUMC’s premises and successfully tested during SAT with a maximum number of 5 defects of type “Minor” and no defects of type “Major” or “Critical”.

The system is ready to demonstrate with the specified functionality.

For avoidance of doubt, the Project includes no “Key Milestones” as such term is defined in the Agreement.

ID	Vorgangsname	Duration
1	project management	380 dys
2	specification and clarification of the functionality	133 dys
3	data input support	1 dy?
4	integration of changes	1 dy?
5	periodic maintenance	380 dys
6	ESC start	0 dys
7	Vestal	597 dys
8	install Spanish System on DEV Z	9 dys
9	create NY feeder including DNA data in the Spanish DB	93 dys
10	order ESC DEV system hardware	20 dys
11	install the ESC DEV system	18 dys
12	Update the ESC DEV system with source and DB from Vienna	15 dys
13	Prepare data for the additional feeders (GIS no increment)	140 dys
14	Update ESC DEV DB from PRD	10 dys
15	Update the ESC DEV system with the first part of the development	25 dys
16	Prepare incremental process for the data	230 dys
17	Update the ESC DEV system with first developments	10 dys
18	SAT in Vestal	15 dys
19	preparation of test scenarios	60 dys
20	Error correction	60 dys
21	PSC demos	5 dys
22	Vienna	507 dys
23	order development hardware	19 dys
24	merge DNA and ARA and Island detection from Spain to the US	70 dys
25	include needed configuration changes	15 dys
26	Take over the prepared NY feeder	20 dys
27	Development part 1	188 dys
28	data import for DNA (unbalanced network)	58 dys
29	distribution system power flow	140 dys
30	Optimal Feeder Reconfiguration	140 dys
31	Configure and enhance AGR (Automatic Grid Recovery)	48 dys
32	Configure Island detection	20 dys
33	needed Multiphase UI enhancements	40 dys
34	take over the DB from BGM	30 dys
35	Development part 2 (all remaining DNA applications connection from i	155 dys
36	Volt/Var Control/optimization	110 dys
37	Load&generation modelling	110 dys
38	Improvements for DNA function	30 dys
39	UI improvements	90 dys
40	ADMS interface	110 dys
41	Improvements Island detection	40 dys
42	FAT in Vienna	15 dys
43	Vestal PRD	278 dys
44	Include additional needed SCADA data	123 dys
45	Improve SCADA data	155 dys

EXHIBIT C-3

Terms & Conditions

Article 24 – Progress and Completion

It is expressly understood by Supplier that time is of the essence in the performance of this Agreement. Supplier shall carry out the work according to the schedule as given in exhibit F2 with adequate forces.

Article 33 – Ownership of Plans

This Article is not valid for the ESC demonstration project.

Article 39 – Additional Equipment and Software

This Article is not valid for the ESC demonstration project.

Article 57 - Ethics

Supplier shall comply with the Avangrid Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the AVANGRID Services Company website (www.iberdrolausa.com).

EXHIBIT D-3

Pricing

ESC demonstration project		hours	USD
Siemens AG Austria			
	General		
	project management		
	specification and clarification of the functionality		
	data input support		
	Integration of changes		
	periodic maintenance		
	test (FAT,SAT and support to show the system)		
	DNA		
	DNA enhancements/development		
	DNA general support		
	system installation and updates		
	OMS and AMI integration		
	development of an interface to the AMI system		
	support OMS development		
	support SCADA area		
	Additional enhancements		
	analog check (island check)		
	automatic grid recovery		
	distribution data explorer		
	Siemens additional support		
	data modeling with OT GIS team		
	GIS interface modifications for DNA		
	Scada Testing (OT SCADA)		
	OMS Testing (OT OMS)		
	switches and feeder reconfigurations		
	Hardware 3PP Software		
	Detailed List in Attachment A		
Siemens US (at AVANGRID site in Vestal, NY)			
	SII US delegation and support		
	Austria delegation hours		
	Slovakia delegation hours		
	Romania delegation hours		
	Siemens AT additional support		
	SII US support		
	Additional		
	Hardware (detailed list in Attachment A)		
	Estimated travel expenses		
	Additional estimated travel expenses		
	3PP license (detailed list in Attachment A)		
Total			

For the purposes of this project only, the Supplier will perform all work at a rate of [REDACTED] (two hundred ten US dollars). This rate is only applicable for work done in the scope indicated here. All other work done by the Supplier for ASC in the original scope under other Amendments will follow the rates already established; those rates will not change due to this Amendment.

Hardware and 3rd Party Software Deliverables (Estimated)

See Attachment A for a full description of the estimated hardware and 3rd party software to be acquired for the work. 3rd Party software maintenance is estimated to be [REDACTED] per year.

Travel expenses

The enumerated travel expenses above are an estimate; travel expenses will be charged according to the actual costs.

EXHIBIT G-3

Special conditions

Responsibilities

Full Responsibility according to Contract **R**
 Technical Responsibility according to Contract **TR**

Support **S**
 Not Applicable **NA**

Checklist: Definition of Responsibilities, Avangrid ESC Project

POS	Description of Item	S'USA (S'US)	S'Austria (S'AT)	Avangrid	Comments
1	System Design - Statement of Works				
	Overall system responsibility		R		
	Overall technical lead		R		
	Statement of Works System+Software	S	R		S'USA provides infrastructure for meetings
	Procurement of customer HW	R	S	S	according to SOW document
	End to End Integration, Design and Development		R		
	Data for Power System Model		R	S	Avangrid: Provides data in desired format, to be agreed in SOW document
	Tools, methods, plans...		R		
	As Built Documentation System+Software Functions		R		
	User guides software + system admin manual + Test procedures		R		
	Participation in technical clarification meetings with the client as required		R		
	Reference System in Vienna for development and support		R		
2	Factory Vienna				
	System Design, Configuration, Setup, ...		R		
	Adaptions to Spectrum Power 4.75 - Project Specific Enhancements		R		
	Specification of required 3rd-Party Software (Oracle, jBoss, ...)		R		
	Purchasing of required 3rd-Party Software (Oracle, jBoss, ...)	R			Based on Specifications from S'Austria

	Peripherals, like workplaces, LAN, Printers, etc.			R	
	Data input Spectrum Power 4.75		R	S	
	End to End Integration, Testing, Bug Fixing		R		
	Pre- Fat & FAT		R	S	Avangrid is invited to participate FAT
	Shipment - Vienna to New York Ithaca		R	S	
3	Control Centre Facilities (Vestal))				
	System installation at Site (Hardware)		R	S	Avangrid support regarding electrical connections, LAN-infrastructure,...
	System installation at Site (Software)		R	S	Avangrid support regarding integration into IT-landscape
	Peripherals, like workplaces, LAN, Printers, etc.		S	R	
	Connection/Interfacing to the field		S	R	S'Austria: Responsible for adaptation of Spectrum Power Avangrid: Responsible for field devices (RTUs)
	Connection/Interfacing external interfaces		S	R	S'Austria: Responsible for adaptation of Spectrum Power Avangrid: Responsible for external interfaces
	End to End Integration and Testing		R	S	
	Point to Point Test		S	R	
	SAT		R	S	Avangrid is conducting the SAT under guidance of S'Austria
	Availability Test Period & PAC		S	R	S'Austria: Provides 8/5 availability of project staff members during Availability Test Period.
	EHS plan		R		Avangrid: Responsible for EHS plan on Site.
4	Communication System				
	Remote Access to Avangrid Network (all relevant sites)	S	S	R	Avangrid: Responsible to provide remote access at Avangrid. S'Austria: Responsible to consider IT-security measures for the remote access. S'USA: Responsible to assist this process.
	Access to Avangrid Network (on site)			R	
	Network backbone (LAN connecting productive, test and training systems)			R	
5.	Training				
	OT training		R		

6. Administration and Project Management					
Overall project management following PM@Siemens methodology	S	R			S'USA: Project Controller, Billing administration, Delegation Issues.
Project kick-off	S	R			S'USA: Participation in kickoff meeting
Project reporting		R			
Project status meetings		R			
Manage change order procedure	S	R			S'USA: Billing administration of change orders.
Manage acceptance procedure		R			
Customer and Contractual Management	R				Responsible: CM, Legal support, sales support, relation management
Site Management & Coordination		R			
Local Transportation up to Site Delivery	NA				
7. Warranty Period and SLA	NA				
SLA management	NA				
2nd line Telephone Support	NA				
3rd line Telephone Support for Spectrum Power	NA				
Rectification of Spectrum Power faults	NA				
Remote Access on Customer's side	NA				

Siemens Organization Chart

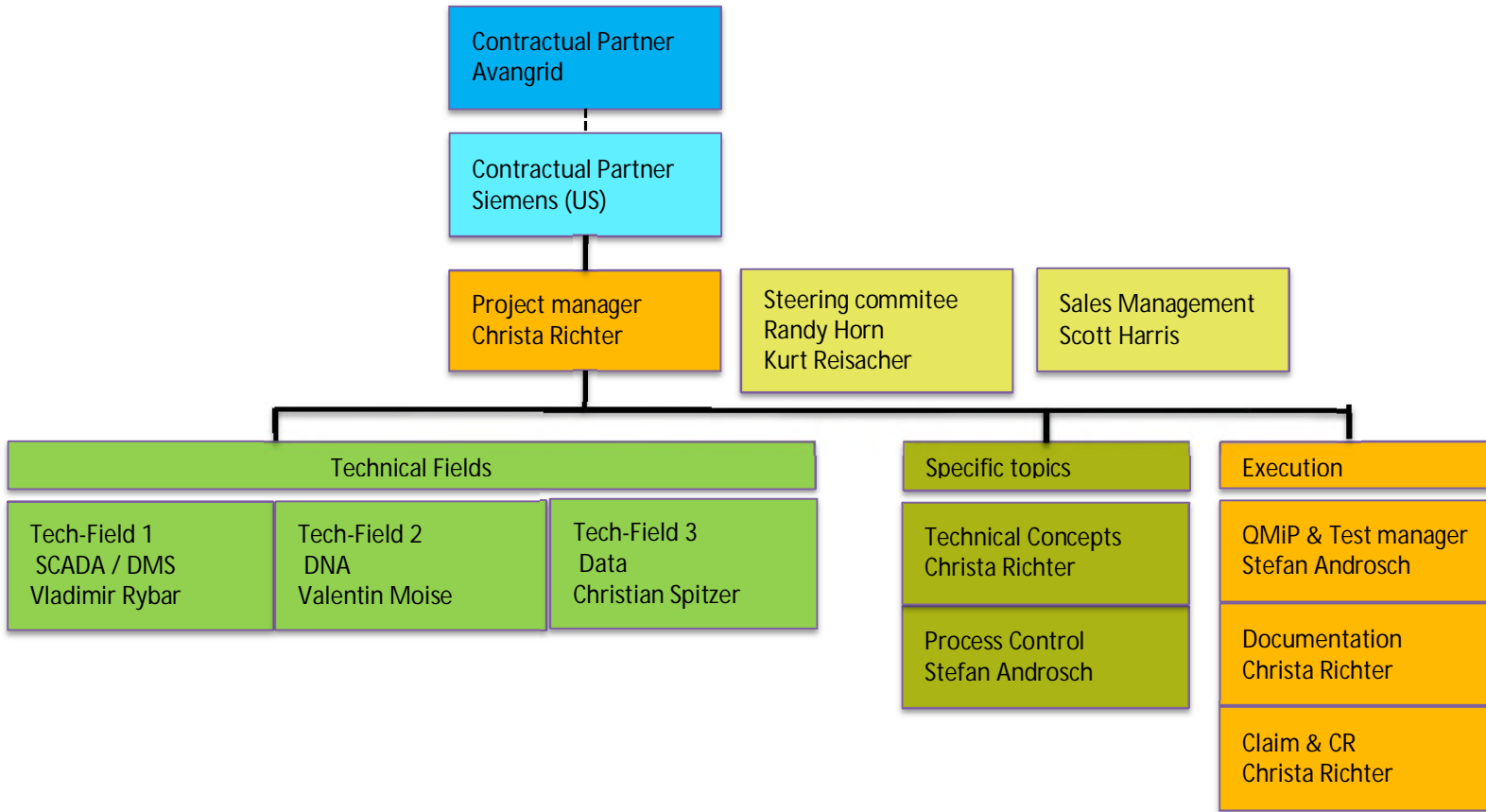


Exhibit H-3

Article 36 – Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NO PARTY SHALL BE LIABLE WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THE SERVICES HEREUNDER.

EXCEPT AS SPECIFIED IN ARTICLE 17, OBLIGATIONS RELATED TO PERSONAL INJURY OR DEATH AND TANGIBLE PROPERTY DAMAGE, A PARTY'S MAXIMUM LIABILITY UNDER THIS AMENDMENT SHALL BE THE AMENDMENT SUM. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH COMPANY MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SUPPLIER HAS BEEN ADVISED BY COMPANY OF THE POSSIBILITY OF SUCH DAMAGES.

**AMENDMENT 3
ATTACHMENT A
Hardware and 3rd Party Software Deliverables (Estimated)**

Qty.	Product Identifier	Product Description
	Item 1	ADM
1		Oracle Server x6-2 Family
1		Oracle Solaris preinstall (for factory installation)
1		2.5-inch HDD filler panel (for factory installation)
1		E52630 v4 10 core @2.2 ghz
1		Heat Sink
1		16GB memory
6		600GB SAS 10k Disk Drives
1		DVD Drive
2		750W FS Plat Ht Plg Pwr Supply Kit
1		1 year parts warranty
1		shipping
	Item 2	ADM Software
1		McAfee Anti Virus
	Item 3	COM
1		Oracle Server x6-2 Family
1		Oracle Solaris preinstall (for factory installation)
1		2.5-inch HDD filler panel (for factory installation)
1		E52630 v4 10 core @2.2 ghz
1		Heat Sink
8		8GB memory
3		600GB SAS 10k Disk Drives
1		DVD Drive
2		750W FS Plat Ht Plg Pwr Supply Kit
1		1 year parts warranty
1		shipping
	Item 4	COM Software
1	MMS-SECURE-142-714-EXE	64-bit Secure Version of MMS-EASE OEM Executable License
1	MMS-SECURE-142-714-EXE	64-bit Secure Version of MMS-EASE OEM Executable License Maintenance
1		McAfee Anti Virus
	Item 5	RDB
1		Oracle Server x6-2 Family
1		Oracle Solaris preinstall (for factory installation)
1		2.5-inch HDD filler panel (for factory installation)
1		E52630 v4 10 core @2.2 ghz
1		Heat Sink
8		8GB memory
8		600GB SAS 10k Disk Drives

Qty.	Product Identifier	Product Description
1		DVD Drive
2		750W FS Plat Ht Plg Pwr Supply Kit
1		1 year parts warranty
1		shipping
	Item 6	RDB Software
1		Oracle 12c Enterprise license with partitioning
1		Oracle 12c Enterprise license with partitioning Maintenance
1		McAfee Anti Virus
	Item 7	DMS
1		Oracle Server x6-2 Family
1		Oracle Solaris preinstall (for factory installation)
1		2.5-inch HDD filler panel (for factory installation)
1		E52630 v4 10 core @2.2 ghz
1		Heat Sink
8		8GB memory
2		600GB SAS 10k Disk Drives
1		DVD Drive
2		750W FS Plat Ht Plg Pwr Supply Kit
1		1 year parts warranty
1		shipping
1		McAfee Anti Virus
	Item 8	User Console
2		HP Z440
2		Intel Xeon E5-1630v3 3.7 10M 21334C CPU
2		HP 361T PCIe Dual Port Gigabit NIC
2		500GB 7200 RPM SATA 1stHDD
2		NVIDIA QuadroK2200 4GB 1st GFX
2		16GB Memory (2x*GB)
2		Keyboard
2		Mouse
2		HPZ440 700W 90Percent Efficient Chassis
2		9.5mm Slim DVD-ROM 1st ODD
2		3 year warranty
4		24 inch Monitors
2		Solaris OS 11.2
2		shipping
2		McAfee Anti Virus
	Item 8	Network
2	WS-C2960X-48TD-L	Cisco Catalyst 2960X-48TD-L - switch - 48 ports - managed - desktop, rack-mountable
2	C2960X-STACK	Cisco FlexStack-Plus - network stacking module
2	CAB-STK-E-0.5M	Cisco StackWise Plus - stacking cable - 1.6 ft

Qty.	Product Identifier	Product Description
2	ASA5515-FPWR-K9	Cisco ASA 5515-X - security appliance - with FirePOWER Services
2	SF-ASA-X-9.2.2-K8	Cisco Adaptive Security Appliance - (v. 9.2.2) - license
2	ASA5500X-SSD120INC	ASA 5512-X THROUGH 5555-X 120GB MLC SED SSD (INCL.)
2	ASA5500-ENCR-K9	Cisco ASA 5500 Strong Encryption License - License - 1 appliance - Triple DES, AES - for ASA 5505, 5510, 5520, 5540, 5550, 5560, 5580-20, 5580-40, 5585-X
2	CON-SNT-A15FPK9	Cisco SMARTnet extended service agreement 12 Months
1		Network Cables

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1		DVD Drive
2		750W FS Plat Ht Plg Pwr Supply Kit
1		1 year parts warranty
1		shipping
	Item 2	ADM Software
0		Oracle 12c Enterprise license with partitioning
0		Oracle 12c Enterprise license with partitioning Maintenance
1		McAfee Anti Virus
	Item 3	COM
1		Oracle Server x6-2 Family
1		Oracle Solaris preinstall (for factory installation)
1		2.5-inch HDD filler panel (for factory installation)
1		E52630 v4 10 core @2.2 ghz
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1		Oracle Server x6-2 Family
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Qty.	Product Identifier	Product Description
1		Mouse
1		HPZ440 700W 90Percent Efficient Chassis
1		9.5mm Slim DVD-ROM 1st ODD
1		3 year warranty
2		24 inch Monitors
1		Solaris OS 11.2
1		McAfee Anti Virus
1		shipping