

SEVENTH AMENDMENT TO THE AMENDED AND RESTATED NETWORK METER INFORMATION SERVICES AGREEMENT

This Seventh Amendment (this “**Seventh Amendment**”) to the Amended and Restated Network Meter Information Services Agreement dated April 01, 2012 as amended (the “**Original Agreement**”, together with this Seventh Amendment, the “**Agreement**”), by and between [REDACTED] and The United Illuminating Company (“**Customer**”), is effective as of the last signature date below (“**Effective Date**”).

Capitalized terms used, but not defined, herein shall have the meaning provided to them in the Agreement.

NOW THEREFORE in consideration of the good and valuable mutual promises and other consideration described herein, the sufficiency of which is hereby acknowledged, Customer and [REDACTED] agree to modify the Agreement as follows:

1. The Agreement is amended as follows:

- A. Amendment to Exhibit 2A Section 2 Performance Standards. Upon decommission of USC and change-over from Geocode Based Routing to Layered Routing, Row 4 of Exhibit A-2 Section 2, of the Original Agreement shall be replaced with the following:

Table A-2-2

Exhibit A-1 Section No.	Service	Target Performance Standard
4	Physical Connect/Disconnect	98.0% within 5 minutes

- B. On Request Read Service [aka ‘On Demand Read’] SLA: Exhibit A-1, Chapter 1, Section 5, subsection b is hereby replaced in its entirety with the following, which will take effect upon decommissioning of USC and change-over from Geocode Based Routing to Layered Routing:

“The System shall respond to a real-time On-Request Reads inquiry to an Automated Electric Meter within 60 (sixty) seconds, ninety-eight (98.0%) of the time such inquiries are made in any calendar month.

The System shall respond to a real-time On-Request Reads inquiry to an Automated Gas or Water Meter in up to thirty-one (31) minutes. The performance success of this feature will be established according to the process outlined in section 3 of Exhibit A-2.

In the event the Client issues On-Request Meter Reads in batch sizes in excess of 250 Meters, or batches of On Request Meter Reads are submitted more frequently than every

five (5) minutes, or there are more than 50 On Request Meter Reads to a single Concentrator or Network Gateway within five (5) minutes, the overall System performance may be impacted. Any resulting failure of [REDACTED] to meet Performance Standards of this or any other Services then being provided shall be excluded from the monthly average Performance Standard calculation for the effected Service and reported as Client caused failure.”

C. 12 months data retention: [REDACTED] will provide access to 12-month historical data from Command Center database backups without charge for up to six instances per calendar year. This access is contingent upon the current Command Center architecture and may be modified in future Command Center systems.

D. Service Credits Adjustment: Section 6.3 of the Agreement is amended by adding the following to the end of the Section:

“6.3.3 Customer may request support services by way of a Support Request. Customer will classify its requests for Error (“**Error**” means any reproducible material error or defect in the Services that causes it not to conform in material respects to the documentation.) corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Attachment 1 of the Seventh Amendment (“**Support Request**”). Customer will notify [REDACTED] of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Client first observed the Error. Customer agrees that [REDACTED] may transfer Customer Data to any of [REDACTED]’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.

In order for [REDACTED] to meet Target Response Times outlined above, [REDACTED] customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which [REDACTED] will provide to Customer. [REDACTED] will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which [REDACTED] will provide to Customer.

- a. Customer Obligations. Customer will, by and through its employee or consultants provide [REDACTED] with:
 - i. prompt notice of any Errors; and
 - ii. each of the following to the extent reasonably necessary to assist [REDACTED] to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
 1. direct access to the Customer Systems and the Customer’s files and personnel;
 2. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and

3. such other reasonable cooperation and assistance as [REDACTED] may request.

b. Submission Method. Customer can contact the Service Desk through:

- 1.
- 2.
- 3.

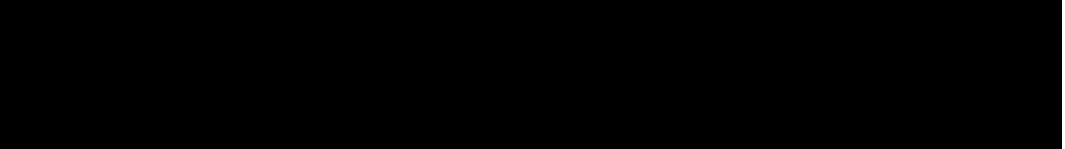
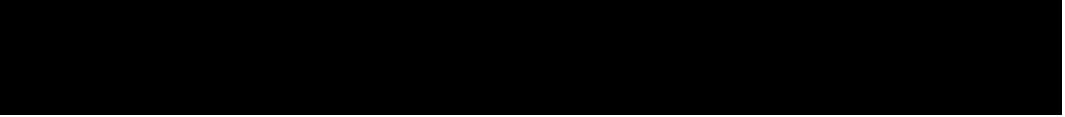


- E. Term Extension: The parties agree the Agreement is renewed for an additional five (5) years pursuant to Section 14.1 to the Agreement, with an updated end of current term on December 31, 2029. Pricing of services will continue to have the Annual Fee Adjustment applied [REDACTED] as defined in the Original Agreement].
- F. Notwithstanding anything in this Agreement, the parties agree and acknowledge that any obligation under this Agreement for [REDACTED] to setup, configure, operate, maintain, meet any performance or SLA requirements and support USC shall end on December 31, 2026. After December 31, 2026, Customer, at its own risk, may continue to use USC “as-is” until December 31, 2027. Customer agrees and acknowledges that during Customer’s continued use of USC after December 31, 2026, [REDACTED] makes no representations or warranties of USC’s continual functionality and [REDACTED] shall have no liability or requirement of specific performance regarding degradation, loss of use or limited functionality of the System, USC system or USC Test System due to the expiration of support and maintenance of USC.
- G. Section 13.2 is deleted in its entirety and replaced with the following:

“13.2 Limitation on Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT OR USE, REVENUE OR USE) RESULTING FROM ANY PERFORMANCE, NONPERFORMANCE, BREACH OR DEFAULT UNDER THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (I) [REDACTED] [REDACTED] (II) THE TOTAL AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE TWENTY-FOUR (24) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY; PROVIDED, HOWEVER, NOTHING SET FORTH HEREIN SHALL LIMIT EITHER PARTY’S LIABILITY ARISING OUT OF FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INFRINGEMENT OF INTELLECTUAL PROPERTY, BREACH OF CONFIDENTIALITY, PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY, OR INDEMNIFICATION OBLIGATIONS, AS APPLICABLE.”

- H. Replacement of Exhibit G: Exhibit G- Background Screening is hereby replaced in its entirety with Attachment 2 to this Seventh Amendment.
- I. In Sections 3.1 and 3.2, the number of Supported Meters shall be changed from “approximately 320,000” to henceforth read “no more than the Customer’s electric meters.”
- J. The Glossary of Terms is hereby updated to include these terms:
- a. 
- b. 
2. Full Force and Effect. Except as expressly set forth in this Seventh Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. Entire Agreement. This Seventh Amendment, along with the Agreement, constitutes the final and entire Agreement between the parties respecting the subject matter hereof and thereof and any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the parties. Each party agrees it has not relied upon or been induced by any representation of the other party not contained in this Seventh Amendment.
4. Precedence. In the event of a conflict between the terms of this Seventh Amendment and the Agreement, the terms of the Seventh Amendment shall control.
5. Signatures. This Seventh Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures. Each person executing this Agreement warrants that he is authorized to do so on behalf of the party for whom he/she signs this Seventh Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the Seventh Amendment Effective Date.

[Redacted Signature]

Title

12/17/2024

Date

[Redacted Signature]

12/17/2024

Date

[Redacted Signature]

ATTACHMENT 1

Service Level Table

Response times will be measured from the time [REDACTED] receives a Support Request until the respective times [REDACTED] Hhas responded to that Support Request. [REDACTED] will respond to all Support Requests within the following times based on [REDACTED]'s designation of the severity of the associated Error, i accomance with the Table below, subject to the parties' written agreement to revise such designation after [REDACTED] s investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	[REDACTED] S [REDACTED] 1 on
Severity 1 (Critical) <ul style="list-style-type: none">Production system is completely down or unavailable.Business critical applications or service severely impacted for which there is no reasonable work-around.An error with no reasonable work-around that results in a complete disruption of daily work.During a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule. Severity Level 1 issues must be reported by phone.	Non-stop 24/7/365	Within 60 minutes	Every 2 hours	24 hours	Supervisor: Immediately Manager: 30 minutes Director: 1 hour VP: at Director's discretion Customer may escalate at any time it feels unacceptable progress is being made.

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> Production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions. Significant degradation in performance. Major system feature/function failure for which there is no reasonable work-around. During a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule. 	<p>As needed 24/7/365</p>	<p>Within 4 hours</p>	<p>1 calendar day</p>	<p>7 calendar days</p>	<p>Supervisor: 1 hour Manager: 2 hours Director: at Manager's discretion VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> Production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality. There is a low-to-medium impact to business functions but it is manageable using a reasonable work-around. 	<p>During business hours</p>	<p>1 Business Day</p>	<p>3 Business Days</p>	<p>15 Business days</p>	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utility's request. Customer may escalate at any time it feels unacceptable progress is being made.</p>

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Description of Incident		Supported	Initial Response	Subsequent Response	Target Restoration	Resolution
Severity 4 (Low) <ul style="list-style-type: none">General usage question, request for information, reporting a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.		During business hours	3 Business Days	5 Business Days	As decided jointly between the business and utility	If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the Customer's request. Customer may escalate at any time it feels unacceptable progress is being made.

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ATTACHMENT 2

Exhibit G- Background Screening

██████████, at its expense, shall conduct a background check for each employee, agent, representative, contractor, or independent contractor (collectively, "Representatives"), as well as for the Representatives of its subcontractors, who will provide work or services to Customer or who will have access to Customer computer systems, either through on-site or remote access (collectively, "Contractor Representatives"). Contractor Representatives, for the purpose of this requirement, include such temporary staff as office support, custodial service, and third party vendors used by ██████████ to provide, or assist in the provision of, work or services to Customer hereunder. ██████████'s obligations with respect to required background checks shall include those obligations specified for ██████████ in the Avangrid Networks, Inc. –Contractor Background Check Rule, as such Rule may be revised and/or supplemented from time to time, which Policy is incorporated herein and made part of this Agreement by reference (the "Rule"). Background checks are to be conducted using the ██████████'s background check vendor consistent with the process developed with the Customer under this Agreement. The minimum Background Check process shall include, but not be limited to, the following checks:

- a. Social Security Number Verification
- b. Motor Vehicle Report
- c. Prohibited Parties Database Search\Debarment Lists
- d. County Criminal History Search in each county where a ██████████ or Contractor Representative has resided during the seven (7) years preceding the search.
- e. National Sex Offender Registry.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in Attachment A of this Rule and be repeated every two (2) years for ██████████ and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with ██████████ must undergo another Background Check prior to renewed access to Customer. The Customer department charged with managing the relationship with the ██████████ hereunder (the "Company Liaison") shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that ██████████ furnish Background Check results to them. Customer reserves the right to audit ██████████'s Background Check process using either a third-party auditor or representatives from the Customer's Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to ██████████ and the Company Liaison. If reported first to ██████████, ██████████ shall notify the Company Liaison and the "Company Director of Security" within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, ██████████ is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine

whether the Contractor Representative will be placed on, or continue in, the assignment with Customer, and consistent with, and to the extent permitted by, applicable state law. Customer may withhold its consent in its sole and absolute discretion. The failure of [REDACTED] to comply with the terms of this provision shall constitute good cause for termination of this Agreement by Customer, in whole or in part.

Attachment A – Background Check Criteria

1. Minimum Requirements: A background search shall consist of the following minimum elements for anyone with an SSN, which includes resident aliens:

- a. Social Security Number Verification
- b. Motor Vehicle Report (if driving Networks company vehicle)
- c. Prohibited Parties Database Search\Debarment Lists
- d. Criminal History Search
- e. National Sex Offender Registry

Note: The background check on a resident alien should go back as long as they lived in the US if less than seven years. For the remainder of the 7 years, the Foreign Background Checks criteria would apply.

2. Disqualifying Offenses: The convictions shall generally require disqualification of [REDACTED] or Contractor Representative, based upon the nature of the work or services and the access required to perform such work or services and consistent with, and to the extent permitted by, applicable state law. This is not intended to be an exhaustive list and convictions for other crimes may also be grounds for disqualification:

- a. Felonies: All felony convictions within the last seven (7) years, except as restricted by applicable federal, state and local laws.
- b. Misdemeanors: The following misdemeanor convictions within a period of five (5) years, except as restricted by applicable federal, state, and local laws:

Arson	Assault	Battery
Child Abuse and Neglect	Criminal Contempt	Criminal Conversion (Theft)
Criminal Mischief	Escape	Evading Arrest
Failure to Stop	Harassment	Hit and Run
Indecent Exposure	Injury to Personal Property	Larceny
Petty Theft Possession of Controlled Drugs	Possession of drug Paraphernalia	Possession of marijuana
Possession of Stolen Goods	Prostitution	Purchasing Alcoholic Beverages for a Child
Resisting Arrest	Sexual Offenses	Theft by Check
Trespassing	Unlawful Sales to Minors (Alcohol and Tobacco)	Vandalism
Violation of Probation	Violation of Protective Order	Welfare Violation

3. Time Restrictions Calculation: All hiring time restrictions for felony convictions are calculated from the date of release from incarceration.
4. Pending Charges: An individual charged with a disqualifying offense may not be hired, retained, or placed with Customer while any known charge(s) is\are pending. The individual may be considered for placement if exonerated of the charge(s).

5. Outstanding Warrants: An individual with an outstanding warrant for a disqualifying offense may not be hired, retained, or placed with Networks until the warrant has been dismissed.
6. Failure to Disclose: Any individual or Contractor who fails to disclose any felony and/or misdemeanor conviction(s) prior to the Contractor's submission of such individual's or [REDACTED]'s criminal background information may not be hired, retained, or placed with Customer.
7. Non-Disqualifying Offenses: A conviction of one of the following offenses within a five (5) year period (as long as the offenses did not occur within the previous twelve (12) months, and there are no other convictions for any other disqualifying offense:
 - a. Breach of Peace
 - b. Disorderly Conduct
 - c. Failure to Appear
8. Motor Vehicle Report (MVR): The following MVR check is required prior to hiring, retaining, or placing any [REDACTED] resources or Contractor Representative in a position that requires the operation of a motor vehicle on behalf of Customer:
 - a. Disqualifying Criteria:
 - i. Invalid, suspended, or revoked drivers license;
 - ii. One (1) conviction of driving under the influence (DUI) within the preceding year; two (2) or more DUI convictions, no time limit;
 - iii. Three (3) or more moving violations within the preceding three (3) years;
 - iv. Any accumulation of suspensions of over one (1) year in length within the preceding three (3) years;
 - v. More than two (2) accidents with indication of fault within the preceding three (3) years.
9. Debarment Lists: All [REDACTED] resources and Contractor Representatives shall be checked against the debarment\exclusion lists maintained by the following agencies:
 - a. Federal Department of Health and Human Services;
 - b. General Services Administration
 - c. Federal Food and Drug Administration.