



MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the “Agreement”) is made this June 24, 2022 (the “Effective Date”) by and between **Avangrid Service Company**, a Delaware Corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, “Customer”) and [REDACTED], a [REDACTED], offices located at [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Customer is authorized to assist the utility operating company(ies) identified in **Schedule A**, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in **Schedule B**, attached hereto and made part hereof (the “Services”); and

WHEREAS, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully performed similar services for other customers and is willing to provide the Services to the utility operating company Affiliates of Customer in accordance with the terms and conditions of this Agreement; and

WHEREAS, in reliance upon such statements and following its review of Supplier’s proposal and negotiation of business terms, Customer has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Supplier and Customer hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

- (a) “Affiliate” shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) “Business Day” – A calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of New York.
- (c) “Company” shall mean the company(ies) specified in **Schedule A**, attached hereto and made part hereof.

- (d) “Contract Price” shall mean, in the aggregate, the total dollar amount of the Services paid or payable pursuant to this Agreement, including, without limitation, any amendment or other modification thereto.
- (e) “Day” shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State of New York.
- (f) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (g) “Intellectual Property” – In relation to any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (j) “Project” means the bill print and related services project under this Agreement pursuant to which the Supplier will provide the Services as set forth in a Purchase Order(s) and mutually agreed Project Requirements Document.
- (k) “Project Completion Date,” means the applicable date as set forth in the applicable Project Requirements Document in which the Project is fully realized as required under the Agreement.
- (h) “Purchase Order” shall mean a purchase order issued by Company or a Company(ies) in accordance with this Agreement.
- (i) “RFP” shall mean a request for proposal for (i) additional services not described as part of the Services in Schedule B and/or (ii) services as part of the Services in Schedule B that arise in connection with a change in the business or operations of Customer and/or Company(ies), including, without limitation, an acquisition, disposition or corporate reorganization), in each case which shall include a reasonably detailed description of the services required by the Company(ies).
- (j) “Scope of Work shall mean the services described in **Schedule B**, attached hereto and made part hereof.
- (k) “Services” shall mean the services and/or related materials described in **Schedule B**, attached hereto and made part hereof.
- (l) “Small Business Concern” as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of

operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.

- (m) “Supplement” is a written amendment, which can be in the form of an amended Purchase Order, mutually agreed to and signed by both parties, and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or Schedule D.
- (n) “Term” shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (o) “Terms and Conditions” shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, as set forth in **Schedule C**, attached hereto and made part hereof.

2. PROCESS FOR AWARDING SERVICES

2.1 Customer agrees that, upon a request made to Customer by a Company for assistance in procuring Services, Customer shall, on its own or with the assistance of the Company(ies) requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

- (a) Issuance of Purchase Order. Customer or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in **Schedule B**, (ii) the Terms and Conditions set forth in **Schedule C**, and (iii) and the pricing terms set forth in **Schedule D**. Upon receipt of an authorized and proper Purchase Order incorporating only the terms and conditions of this Agreement and not containing any additional new terms and conditions, Supplier shall commence performance of the Services in accordance with the terms therein. The parties agree that Supplier may use Affiliates to perform all or part of the Services at one or more of Affiliate’s operating centers or locations.: (1) [REDACTED] (production and development support services only). [REDACTED] shall remain responsible for the Services provided by its Affiliates.

OR

- (b) Issuance of an RFP. (i) Customer or the Company(ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to Customer, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier’s fees and charges for completing the Services, which Supplier will calculate in accordance with the pricing terms set forth in the applicable price quotes approved in writing by Supplier, Customer and any applicable Company(ies).

(ii) Within the time period specified in the RFP, Customer and/or the Company(ies) shall review the Supplier's proposal. If Customer and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, Customer may elect to issue a Purchase Order and (in such instance) Customer shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal in accordance with this Agreement) to the Supplier at the address specified in **Schedule F**, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

2.2 (a) Except for the Minimum Commitment in Schedule B, Customer makes no representation or warranty that Customer or any Company(ies) will issue any Purchase Orders or RFPs, or any minimum dollar volume of Purchase Orders or RFPs, during the Term of this Agreement. Subject to the Termination Fee provisions in Schedule B, Company or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time after 12 months following the Effective Date, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

(b) Supplier acknowledges and agrees that the issuance of an RFP, Purchase Order, or other document pursuant to this Section 2 by Customer, or any Company(ies), shall not constitute an offer by Customer, or any Company, to purchase Services, and that an enforceable agreement for Services shall result only when Customer or any Company(ies) authorizes a Purchase Order for such Services, processed in accordance with this Article 2, and such Purchase Order is issued to Supplier by Customer, or a Company, and accepted by Supplier.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by Customer, or a Company, and accepted constitutes a separate and distinct contract for the particular Services set forth in the Purchase Order and shall be governed by the following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) Special Conditions attached hereto as **Schedule E**.
- (iii) The Terms and Conditions attached hereto as **Schedule C**, as they may be amended or modified by mutual agreement of the Parties for the particular Purchase Order;
- (iv) The Data Security Rider attached hereto as **Schedule H**;
- (v) The Insurance requirements attached hereto as **Schedule G**
- (vi) The Scope of Services document attached hereto as **Schedule B**, as it may be amended, modified or supplemented by mutual agreement of the Parties for the particular Purchase Order; and

(vii) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), (v), (vi) and above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), (iv), (v), (vi), and (vii) above.

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

3.1 (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in *Schedule D* will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: any Purchase Orders pursuant to this Agreement.

(b) Supplier agrees that the pricing terms set forth in *Schedule D* shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule. If *Schedule D* does not specify a time period, pricing terms shall be fixed for the Term of this Agreement.

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

(a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither Customer nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;

(b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;

(c) With respect to any particular Purchase Order issued by any applicable Company set forth in Schedule A, Supplier agrees that it may only sue or seek any remedy or relief for, without limitation, any fees, charges, expenses, or claims from the Company issuing the Purchase Order and not from any other Company not issuing the Purchase Order. Notwithstanding the foregoing, Supplier may seek remedy or relief against Customer for failure by Company(ies) to meet the Minimum Commitment set forth in Schedule B.

(d) Pursuant to Article 19 of *Schedule C*, Supplier shall hold Customer and the other Company(ies) and their respective employees, agents, officers, shareholders, affiliates, directors, successors, and permitted assigns harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other

acts with respect to the above Section 4(c) of the Supplier and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Agreement shall be effective as of the Effective Date and shall terminate three (3) years from the date of the Effective Date of this Agreement (the “Initial Term”), unless otherwise extended by the mutual written agreement of the parties, which negotiations for any such extension shall start at least six (6) months prior to the end of the term.

5.2 To assist Customer with the transition cost, Customer shall be entitled to receive a credit of [REDACTED] to be applied to invoices within sixty (60) days of the Effective Date.

5.3 (a) Customer may terminate this Agreement in accordance with Article 27 of Schedule C of this Agreement. Upon the effective date of termination specified in Customer’s termination notice: (i) all RFPs, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFPs, proposals, and/or Purchase Orders, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders issued by Customer or Company(ies) for which Supplier has already provided Services in accordance with the terms of this Agreement. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFPs, proposals, or Purchase Orders that are in process but for which provision of Services has not begun upon the effective date of termination of this Agreement by Customer.

(b) Termination of this Agreement by Customer shall not effect, or result in, termination of any Purchase Orders issued by Customer or a Customer and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in Customer’s termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Customer pursuant to the terms and conditions of such Purchase Orders.

6. GENERAL

6.1 Notices. All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in **Schedule F** attached to this Agreement and made a part hereof. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

6.2 Governing Law. This Agreement and performance under it, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise), shall be governed by and construed in accordance with the laws of State of New York, including without limitation New York laws relating to applicable statute of limitation and burdens of proof and available remedies.

6.3 Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Article 31 of Schedule C shall govern the assignment of this Agreement.

6.4 Entire Agreement: Amendment. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

6.5 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.

6.6 Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6.7 Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, except as expressly authorized in this Agreement.

IN WITNESS WHEREOF, Customer and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

[Signature page follows]

Avangrid Service Company

DocuSigned by:
Andrea VanLuling
F3215E408C034DF...

Signature

Andrea VanLuling

Print Name

VP Controller - Networks

Title

6/24/2022

Date



Avangrid Service Company

DocuSigned by:
Catherine Stempien
453135D3FAFAA72

Signature

STEMPIEN, CATHERINE

Print Name

President & CEO, Avangrid Networks

Title

6/24/2022

Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Data Security Rider (including Annexes 1-2)
- Schedule I: Background Check Requirements
- Schedule J: Suppliers' Code of Ethics

SCHEDULE A

Companies

Central Maine Power Company (“CMP”)
Augusta General Office
83 Edison Drive, Augusta, Maine 04336

New York State Electric & Gas Corporation (“NYSEG”)
89 East Avenue
Rochester, New York 14649

Rochester Gas and Electric Corporation (“RGE”)
89 East Avenue
Rochester, New York 14649

The Berkshire Gas Company (“BGC”)
115 Cheshire Road
Pittsfield, MA 01201

Maine Natural Gas Corporation
4 Industrial Parkway
Brunswick, ME 04011

UIL Holdings Corp. (together with The United Illuminating Company Ops Center, “UI”)
180 Marsh Hill Rd, Orange, CT 06477

**The United Illuminating Company
Ops Center**
100 Marsh Hill Rd, Orange, CT 06477

The Southern Connecticut Gas Company
Locations:

SCG Ops Center (together with SCG LNG, “SCG”)
Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

SCG LNG
775 Oronoque Rd, Milford, CT 06461

Connecticut Natural Gas Corporation (“CNG”)
Locations:

CNG LNG

1376 Cromwell Ave, Rocky Hill, CT 06067

CNG Ops Center

East Hartford

76 Meadow Street, East Hartford, CT 06108

SCHEDULE B

Services, Warranty, Deliverables, and Vendor Requirements

A. DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement.

1. “Absolute Turnaround Time” means for each Cutoff the time between the Start of Clock and the completion of production.
2. “Additional Sheet Processing/Printing” means each additional sheet printed (including test runs) and the associated data processing, Image printing, Inventory management, statement finishing, technical support and delivery into the USPS.
3. “Application” means the specific work product as set forth in Table A below.
4. “Application Run” means the production of a Corp for an Application.
5. “Company” shall mean the utility operating company subsidiaries of AVANGRID Service Company as identified in Schedule A of the Agreement.
6. “Composition (bill/letter composition)” means to compose invoices/letters from raw data files, per invoice/letter.
7. “Contract Year” means the 12-month period during the Term of the Agreement commencing on the Effective Date and each anniversary thereof.
8. “Corp” means a mutually agreed set of Application data.
9. “Cutoff” means Supplier’s complete receipt of usable data.
10. “Delivery Carrier” means the carrier service used by Supplier for mailing the Applications (e.g. USPS).
11. “Guidelines” means Supplier’s published paper products specifications and Insert Order Guide or Materials Management Guide and Inventory Receiving Guidelines.
12. “Fees” means the fees to be paid by Customer to Supplier in exchange for the Services, as set forth in the Services Schedule as adjusted pursuant to the terms of the Agreement but excludes postage and Inventory.

13. "First Sheet Processing/Printing" means each first sheet printed (including test runs) and the associated data processing, Image printing, inventory management, statement finishing, technical support and delivery into the USPS.
14. "Full Service IMB" means to create a unique IMB per mail piece.
15. "IMB" means Intelligent Mail Barcode.
16. "Image" means information to be printed on one side of a single physical piece of paper.
17. "Inserting of Inserts" means the setup and placement of each insert into the send envelope.
18. "Inventory" means envelopes and stock upon which Applications are printed and all associated enclosures or inserts.
19. "Job" means the production of a set of data for a single Application.
20. "Monthly Average Turnaround Time" means the monthly average for a specific Application of the respective Average Turnaround Times.
21. "NCOA Link" means processing address records and creating an output file containing updated address information.
22. "Packages" means one mail piece consisting of the specific Application's printed images, including inserts and remit envelopes, as appropriate.
23. "Peak Volume" means a percentage of the average monthly Image volume over the immediately preceding six (6) month period for an Application set forth in Table A below and represents the maximum volume of Images expected within a rolling 24 hour period that is subject to the Turnaround Commitment.
24. "Pricing Schedule" means the schedule setting forth the Fees attached hereto and incorporated herein by this reference.
25. "Project Requirements Document" or "PRD" means the applicable Project Requirements Document mutually agreed to by the Parties based upon the requirements communicated by Company, setting forth an overview of the Services, background Company information, technical requirements, file layouts, design, production and information

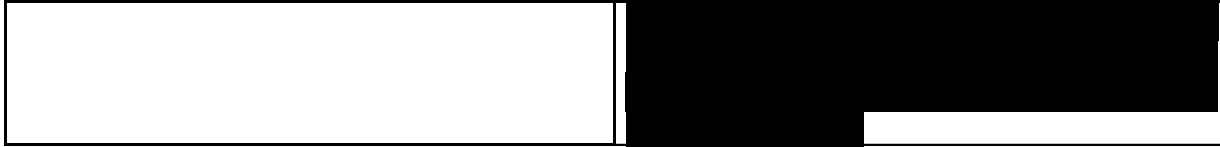
management, programming, Development work, capacity requirements and other information necessary to implement and perform the Services.

- 26. "Inventory Destruction" means the disposal of unused Inventory upon Customer's request. "Services" means the print and mail services set forth in this Services Schedule.
- 27. "Special Handling" means the process of handling Packages that do not use the automated mail process and/or require other manual intervention.
- 28. "Start of Clock" means on an Application basis, the later of (i) complete receipt of usable data, (ii) Company release of a Corp for production.
- 29. "Long Term Insert Storage" means storing inserts more than 45 days beyond their last use, or more than 60 days prior to their scheduled use.
- 30. "Turnaround Time" means for each Cutoff the time between the Start of Clock and the completion of production.
- 31. "USPS" means the United States Postal Service.

2. Termination of Agreement for Convenience

Customer may terminate the Agreement for convenience in accordance with the termination for convenience provisions set forth in Schedule C after 12 months following the Effective Date upon ninety (90) days prior written notice. In the event that all Purchase Orders under the Agreement are terminated for convenience, the Agreement shall be considered terminated for convenience. In the event the entire Agreement is terminated for convenience as set forth herein, Customer shall pay Supplier, sixty (60) days after the receipt of an invoice from Supplier as required under this Agreement, a termination fee, in accordance with the following Schedule and subject to the terms of this Agreement ("Termination Fee") in addition to any undisputed outstanding amounts due under the Agreement:

Termination Date	Termination Fee
If the termination date is between months 13 to 24 following the Effective Date	
If the termination date is between months 25 to 36 following the Effective Date	



B. DESCRIPTION OF PRINT SERVICES

Supplier will provide print, mail, and related services as set forth below, for the following Companies: NYSEG, RGE, CMP, SCG, CNG, UL and BGC.

1. Data Processing

- a. Receipt of billing data in both “print-ready” (NYSEG, RGE, CMP) and raw data (CNG, SCG, UI, BGC) file format from Customer’s billing system via a mutually agreed upon communication and encryption protocol for data parsing extraction and composition (CNG, SCG, UI, BGC only).
- b. Design and configuration of the receipt of core data from Customer’s billing system.
- c. Application of business rules based on mutually agreed upon Project Requirements Documents.

2. Print Processing

- a. Printing of the fully composed raw data files (SCG, CNG, BGC, UI) and print-ready files (CMP, RGE, NYSEG). Quality control checks and balances to ensure data integrity, accuracy, and document print quality.
- b. (SCG, CNG, BGC, UI) - Data elements and the associated document templates are composed and assembled into electronic documents and provided back to Customer as PDF files.

3. Document Insertion

- a. Bills are grouped, based on barcode identifiers, folded, Remit Envelope and selective/global inserts sourced, and the items are inserted into Send envelopes.
- b. Using database management software, inserts are sourced from a series of insert stations (6 insert stations) and added to the document package for insertion into the mailing envelope.

4. Special Handling

Process individual statements/letters according to divert/special handling code as noted below:

- a. CMP, RGE, NYSEG – statements should be printed and follow the instructions per the divert/special handling code
- b. SCG, CNG, BGC, UI – statements/letters with divert/special handling codes should be suppressed and not printed.

5. Postal Processing

- a. **Postal/Zip Code Validation** – Supplier shall validate all zip codes using computer software that complies with the (USPS) Coding Accuracy Support System (CASS) requirements. If there are any invalid zip codes, CASS error reports will be made available to Avangrid.
- b. **Address Validation** - Supplier shall validate delivery point access utilizing postal solutions which include NCOA Link for move update.
- c. **Commingling**. Supplier shall designate and commingle Customer’s qualified Packages with other packages designated for the USPS (“Commingled Packages”). Supplier shall commingle and submit to the USPS the Commingled Packages no later than 24 hours following submission to commingling. For purposes of any Services, including any service standards, the Turnaround Time for Commingled Packages ends upon log out to commingling. Commingling shall be performed primarily at Supplier’s production facility located in South Windsor, CT, but may be performed at other back-up facilities as reasonably determined by Supplier.
- d. **Householding**. Supplier shall combine statements into a single Package based on predefined business rules and identification process mutually agreed upon by the parties for grouping the statements into a single Package (including through project specification meetings).
- e. **Full Service IMB** – Supplier shall create unique IMBs for all qualifying mail pieces. Supplier shall provide to Customer the full-service IMB incentive discount. In the event the USPS discontinues the discounts associated with the full-service IMB, Supplier shall discontinue the discount.
- f. **Postage**. Customer has entered into an agreement with [REDACTED] [REDACTED] [REDACTED] for the payment of postage. [REDACTED] shall charge postage for Customer pursuant to the foregoing agreement and Supplier will cooperate with [REDACTED] [REDACTED] and provide the necessary Company information to facilitate the usage of the correct postage.

6. Reporting

- a. **Delivery Method** - All reports must be provided electronically (email) and/or be available to run on an ad-hoc basis through a web-based self-service tool.
- b. **Frequency** - Reports made available to Customer through the Customer Communications Center shall allow Customer to adjust the date range of reports. Customer may utilize Supplier’s reports to project:
 - i. postage required for Customer’s annual budget planning per applicable Company.
 - ii. monthly contract costs for Customer’s yearly budget planning.
- c. **Processed File Detail** – Supplier shall make available daily reports for what was processed for a given cycle/night.

- d. **Volumes/Counts** – Supplier shall provide confirmation of receipt of Customer data and the volume of files via email to designated distribution list.
- e. **Postage** – Supplier shall make available postage usage by Company through the Customer Communications Center.
- f. **Inventory**
 - i. Supplier shall track Inventory available and reorder as needed subject to section F(1) below.
 - ii. Customer may track Inventory costs for Customer’s budget preparation purposes.
- g. **Metrics** - Supplier shall make available service level reports showing actual performance as compared to the target service level.

7. Bill Correction Tool (SCG, CNG, BGC, UI only)

- a. Provides online self-service tool to correct billing errors on diverted invoice statements prior to printing and mailing. Once corrections have been made updated invoice statements will automatically be processed and mailed in the next Business Day’s file.

8. Content Manager

Content Manager helps Customer to segment and target audiences and personalize messages on bills, statements and other customer communications documents. Content manager includes the creation and implementation of the template or templates that include message blocks (text and/or graphics) for statements and documents and the ability to target which inserts are included in specific Packages, including the following capabilities:

a. **Bill/Correspondence Composition (SCG, CNG, BGC, UI only)**

Formats and composes invoice statements and customer correspondence from raw data files and provide full file in electronic format to Customer.

b. **Bill Message Tool (SCG, CNG, BGC, UI only)**

(i) Provides web-based tool for Companies to create broadcast bill message campaigns to print on all customer invoice statements or subset of customer invoice statements based on scheduled run dates. Targeted messages for a subset of customers can be based on various account attributes provided by Customer, such as Account Class (Residential/Commercial), bill date, rate category, etc., or based on a list of account numbers provided.

(ii) Provides web-based tool for Companies to create targeted bill messages to print on specific customer invoice statements if/when message flag provided in data file.

c. **Bill Insert Tool**

Web-based tool for Companies to create bill insert campaigns to select insert type from inventory to be inserted into all customer bills or subset of customer

bills based on scheduled run dates. Inserts for a subset of customers can be based on various account attributes provided by Customer, such as: Account Class (Residential / Commercial), bill date, rate category, etc., or based on a list of account numbers provided.

d. Letter Template Tool (SCG, CNG, BGC, UI only)

Provide web-based letter template tool for Companies to create termination notice and letter templates with Company logo and data fields to insert customer specific data provided in letter interface files. Letter file will provide Letter Code to identify specific letter correspondence to send. Vendor inserts Company logo, customer data, processes, prints, and mails correspondence.

9. Application Failure/Process Issue Notifications

- a. Provide timely notifications regarding application failures and delays, or other processing issues that require action by the Customer.

10. Development/Test Environment (SCG, CNG, BGC, UI)

- a. Provide a development/test environment for Companies to transmit invoice statement or letter correspondence test files for composition and automatic production of PDFs.

11. Professional Services

- a. Supplier may provide project management, technical documentation, development and testing of software development projects in connection with the Services.
- b. Supplier may provide creative design of artwork for templates, forms, envelopes, and inserts.

C. SERVICE LEVEL METRICS/AGREEMENT

1. **Peak Volume.** In the event Company sends to Supplier a Package volume exceeding Peak Volume, then the Absolute Turnaround Time shall increase by twelve (12) hours for every 50% of Peak Volume or portion thereof above Peak Volume beginning with the Corp causing the volume to be in excess of the Peak Volume. The Absolute Turnaround Time for all subsequent Corps in excess of the Peak Volume shall also be increased by twelve (12) hours for every 50% of Peak Volume above Peak Volume until the cumulative total of Image volume in production decreases below the Peak Volume. Any Package volume in excess of Peak Volume (starting with the Corp that caused the overage) shall be excluded from the Monthly Average Turnaround Time calculation for the respective month.

**2. File Delivery and Mailing
NYSEG, RGE, and CMP**

On each Company business day (see holiday schedule in MSA), Companies will deliver application files by 6:00 AM EST in order to ensure “Same Day mailing”. “Same Day” shall be considered when all mail pieces are mailed by 11:59 PM EST on the same Business Day.

CNG, SCG, UI, BGC

For CNG, SCG, UI and BGC, Supplier shall provide applicable PDF return files to the Customer.

3. Turnaround Time Commitment. Supplier shall meet the Turnaround Time set forth in Table A below for each Application for any Image volume up to Peak Volume for 99% percent of the monthly Packages of an Application (“Turnaround Time Commitment”). The Turnaround Time Commitment shall not apply to Packages subject to Special Handling or in the event:

- (a) Company fails to substantially conform to the forecast or provide a timely forecast,
- (b) Company fails to conform to any specifications applicable to Company Data and Company-supplied Inventory,
- (c) Company requests Supplier to place a hold on a production, or
- (d) Company submits changes to print file format, tape format, forms, envelopes, inserts, or data transmission protocol later than the limits outlined in *Section 6.1 below*, causing a hold on production.

TABLE A List of Applications, Turnaround Time, Peak Volume and Pricing Assumptions

Application Name	Print Color/Ink Coverage	Monthly Packages	Average number of sheets	Turnaround Time*	Number of monthly Cutoffs/Corps	Frequency	Peak Volume Percentage
CMP Residential Bills	Mono/Duplex	425,328	2.0	Same Day	21	Daily	7%
CMP Letters	Mono/Duplex	9,671	1.1	Same Day	21	Daily	7%
CMP Disconnect Notices	Mono/Duplex	48,315	1.1	Same Day	21	Daily	7%
CMP Summary Bills	Mono/Duplex	370	30.0	Same Day	1	Daily	7%
CMP Refund Checks	Mono/Duplex	1,503	1.0	Same Day	21	Daily	7%
RGE Invoices	Mono/Duplex	346,576	2.0	Same Day	21	Daily	7%
RGE Letters	Mono/Duplex	126,493	1.0	Same Day	21	Daily	7%
RGE Postcards	Mono/Duplex	12,536	1.0	Same Day	21	Daily	7%
RGE Summary Bills	Mono/Duplex	390	14.0	Same Day	21	Daily	7%
RGE Refund Checks	Mono/Duplex	702	1.0	Same Day	21	Daily	7%
NYSEG Invoices	Mono/Duplex	791,930	2.0	Same Day	21	Daily	7%
NYSEG letters	Mono/Duplex	208,507	1.0	Same Day	21	Daily	7%
NYSEG	Mono/Duplex	17,731	1.0	Same Day	21	Daily	7%

Postcards							
NYSEG Summary Bills	Mono/Duplex	150	26.0	Same Day	21	Daily	7%
NYSEG Refund Checks	Mono/Duplex	1,595	1.0	Same Day	21	Daily	7%
USA Bank Checks	Mono/Duplex	1,144	1.0	24 hours	21	Daily	6%
USA Dunning Letters	Mono/Duplex	160	1.0	24 hours	5	Weekly	50%
USA EFT/ACH Payment Letters	Mono/Duplex	1,159	1.0	24 hours	21	Daily	6%
USA Sundry Invoices	Mono/Duplex	485	2.0	24 hours	21	Daily	6%
USA Purchase Orders	Mono/Duplex	485	2.0	24 hours	21	Daily	6%
UI Invoices	4/1 Color/ Duplex	211,065	1.0	Same Day	21	Daily	7%
UI Letters	4/1 Color/ Duplex	2,996	1.0	Same Day	21	Daily	7%
UI Disconnect Notices	4/1 Color/ Duplex	36,372	1.0	Same Day	21	Daily	7%
UI Statement of Accounts	4/1 Color/ Duplex	1,148	1.0	Same Day	21	Daily	7%
CNG Invoices	4/1 Color/ Duplex	123,955	2.0	Same Day	21	Daily	7%
CNG Letters	4/1 Color/ Duplex	3,462	1.0	Same Day	21	Daily	7%
CNG Disconnect Notices	4/1 Color/ Duplex	15,828	1.0	Same Day	21	Daily	7%
CNG Statement of Accounts	4/1 Color/ Duplex	488	1.0	Same Day	21	Daily	7%
SCG Invoices	4/1 Color/ Duplex	140,237	2.0	Same Day	21	Daily	7%
SCG Letters	4/1 Color/ Duplex	7,796	1.0	Same Day	21	Daily	7%
SCG Disconnect Notices	4/1 Color/ Duplex	17,479	1.0	Same Day	21	Daily	7%
SCG Statement of Accounts	4/1 Color/ Duplex	416	1.0	Same Day	21	Daily	7%
BGC Invoices	4/1 Color/ Duplex	27,917	2.0	Same Day	21	Daily	7%
BGC Letters	4/1 Color/ Duplex	1,111	1.0	Same Day	21	Daily	7%
BGC Disconnect Notices	4/1 Color/ Duplex	348	1.0	Same Day	21	Daily	7%
UIL Global Sundry Invoices	4/1 Color/ Duplex	503	2.0	Same Day	21	Daily	7%
UIL Global Dunning Letters	4/1 Color/ Duplex	201	1.0	Same Day	21	Daily	7%
UIL Global EFT/ACH Letters	4/1 Color/ Duplex	1,256	1.0	Same Day	21	Daily	7%
UIL Global Bank Checks	4/1 Color/ Duplex	503	1.0	Same Day	21	Daily	7%

UIL Global Purchase Orders	4/1 Color/ Duplex	333	2.0	Same Day	21	Daily	7%
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*“Same Day” Turnaround Time means all Packages, for which Supplier receives a complete usable data file by 6 AM Eastern Time on the same day, will be logged into the USPS mail system by 11:59 PM Eastern Time.

4. Service Levels

A. Turnaround. Supplier shall meet the turnaround time for no less than 99% of the monthly Packages (“Turnaround Time Metric”), calculated as follows:

Total percentage of monthly Packages that meet the Turnaround Time / total number of Packages completed during the month.

5. Quality. A “Quality Incident” is any, the following errors attributable to Supplier, mailing:

- (i) Multiple or mixed Packages;
- (ii) Duplicate Packages or processing duplicate files;
- (iii) Packages using incorrect stock or stock not approved by Company;
- (iv) Packages without authorization from Customer;
- (v) Mailing incomplete; or
- (vi) defective Packages, including the following:
 - Quality of Print (smudges, smears, illegible)
 - Alignment Problems
 - Optical Character Recognition (OCR) Readability Problems

Any variances that are within the equipment manufacturer’s tolerances, if discernable, are not considered Quality Incidents.

Supplier will provide a monthly report containing quality results for Customer’s Services.

Supplier shall complete 99.5% of the monthly Packages without a Quality Incident (“Quality Metric”).

Company shall report Quality Incidents to Supplier within ten (10) days of becoming aware of the Quality Incident, but in no event later than thirty (30) days from the date of performance of the Service.

If Supplier misses the Quality Metric, it will:

- (i) research the reported Quality Incident and provide regular status updates to Customer;

- (ii) implement appropriate procedural changes to correct the error causing Quality Incident; and
- (iii) provide Customer with its conclusions resulting from the analysis of the Quality Incident within 5 business days from being notified of the Quality Incident.

6. Service Credits

A. Turnaround Time.

In the event Supplier does not meet the Turnaround Time Metric for Packages completed in a month, it shall provide a service credit of 70% of all processing costs (excluding postage and materials) for the percentage of the Packages which do not meet the Turnaround Time Metric. The service credit shall be calculated as follows:

[Total number of monthly Packages which do not meet the Turnaround Time Commitment / total number of Packages completed during the measured month] – 1%

If Supplier provides a service credit for three consecutive months then the service credit for the subsequent months shall be 100%. When Supplier provides services for three consecutive months without providing a service credit the Turnaround Time credit shall be reset to 70%.

B. Quality.

In the event Supplier does not meet the Quality Metric in a month, it shall: (a) provide Customer a 70% service credit of all processing costs (excluding only postage and materials) associated with the Packages that do not meet the Quality Metric; and (b) if reasonably required by Customer, reprint, reproduce and re-send the Packages subject to Quality Incidents at no cost to Customer (it being reasonable for purposes of this Section, by way of example only, for Customer to require reprinting and re-sending if Customer is unable to read or pay their bill due to the condition of the Statement).

If Supplier provides a service credit for three consecutive months then the service credit for the subsequent months shall be 100%. When Supplier provides services for three consecutive months without providing a service credit the Turnaround Time credit shall be reset to 70%.

7. Escalation.

7.1 Written Explanation. If the Turnaround Time percentage drops below 93% or the Quality Performance percentage drops below 94%, then

- (i) upon request, Supplier will prepare a report setting forth the reasons for Supplier's failure to meet the service levels and a plan for remedying the failures and

(ii) Supplier will prepare such report within five (5) business days.

7.2 Executive Meeting. Customer may require that its and Supplier's executive management meet to discuss solutions to the service level issues if Supplier misses a Turnaround Time Metric or Quality Error Metric within 12 months of preparing a report made pursuant to section 4.6(A). Supplier shall be deemed to be in Material Breach of this Services Schedule if, in the calendar month following the executive meeting, it fails to meet the Turnaround Time Metric or Quality Metric.

7.3 Supplier will be Material Breach of this Services Schedule if it fails to meet (i) the Turnaround Time Metric; (ii) or the Quality Metric by more than five percent (5%) for any reason for three (3) consecutive months or three (3) out of six (6) months running.

7. Review of Service Levels

Supplier and Customer shall meet (in person or virtually) no less than once every year to review Supplier's performance under the Agreement, including Supplier's actual performance as compared to the target service levels. Supplier and Customer shall discuss solutions to address any service level issues.

8. Test Environment

Supplier shall provide test environment for Companies to transmit bill/letter test files to for composition and automatic production of PDFs for test bills/letters. Subject to Section D.3. below, this test environment should be available 24x7, 365 days a year in order to verify presentment changes during the development cycle.

D. DELIVERY OF MATERIAL AND DATA FOR PROCESSING, SCHEDULES AND DATA REQUIREMENTS

1. Delivery of the Company Data to the Supplier production facility will be via the format, protocols and formatting instructions set forth in the agreed Project Requirements Document and Company Data must fulfill the requirements identified in the Project Requirements Document. Supplier may upgrade its communication processing equipment provided such change does not require Company to materially modify its transmission equipment.

2. Delivery of Company Data to Supplier will be at Company's expense. For electronic data line transmission, Company will have financial and operational responsibility for data transmission from Company's computer facility to Supplier's production facility. Supplier will have no responsibility for delays or errors resulting from Company's failure to provide Company Data correctly.

3. All Supplier facilities are subject to routine weekly maintenance between the hours of Sunday 12:00 AM ET to Sunday 6:00 AM ET during which the Supplier data centers may be unavailable to receive Company Data transmissions, and certain applications may be unavailable during the maintenance window. In addition, no more than two (2) times each calendar year, each Supplier

facility is taken down completely for extended maintenance, for approximately twelve (12) hours. Supplier will use reasonable efforts to schedule the extended maintenance events so as to minimize disruption to Company's operations and shall provide at least fifteen (15) days prior notice of such events. Any Turnaround Time commitment for Company Data received during the twelve (12) hour extended maintenance periods shall be extended by the time of the maintenance periods.

4. Company may, at its option, transmit Company Data before Company has made a final accuracy check. Therefore, Supplier will hold all production until a written or electronic release has been issued by Company. Should retransmissions be necessary or a release be issued that is later rescinded, Company shall pay Supplier for any work performed prior to rescission at the rates set forth in the Pricing Schedule. In addition, should Company's Packages already have been released to Delivery Carrier when the rescission was issued, Company shall pay any incurred postage.

5. Company may, subject to the requirements of this Section, provide its own inserts. In such event, Supplier and Company will agree on procedures and processes to be followed with respect thereto. Company shall warrant to Supplier that any Company supplied inserts will comply with Supplier's specifications as set forth in the Guidelines. Supplier may revise the Guidelines at any time upon no fewer than ninety (90) days' notice to Company. Supplier requires five (5) days for testing of inserts prior to use in production. Supplier shall not be liable for any Quality Errors, failure to meet Turnaround Time commitments or any other damages caused by Company-supplied inserts that fail to meet the requirements of the Guidelines. Company acknowledges that, because of the nature of inserts, certain factors may be difficult or impossible to test for in advance of actual production. In the event that Supplier discovers material defects in Company-supplied inserts during production such that Supplier is unable to produce Company's Packages in compliance with the requirements of this Services Schedule, Supplier will immediately notify Company, and the Parties will agree on a course of action, which may involve substituting other inserts for the defective inserts, mailing Packages without the inserts, or other available solutions. Company acknowledges that a delay in producing Company's Packages caused by defective Company supplied inserts may impact Supplier's work for its other Customer's; therefore, in the event that Company does not agree on a course of action promptly, Supplier shall be entitled to take reasonable action to mitigate its liability to its other customer's.

Company warrants that the Data and any other material provided to Supplier shall be provided in a timely manner considering the timescales agreed to by the Parties for the provision of the Services.

Company shall ensure that any instructions to Supplier are clear and unambiguous in all respects. Company shall ensure that all Company Data provided by Company as part of Services shall be described and identified uniquely and unambiguously.

E. OTHER SERVICE RELATED INFORMATION

1. Product lead times

Supplier and Company will initially agree upon Application, envelope, data file format; electronic data transmission protocol (if applicable); cutoff volumes and Application cutoff date. Once the

format, protocol and cutoff dates are agreed upon, changes must be by written notification to Supplier by Company and must adhere to the following schedule:

Preprinted Forms Printing:	Artwork (if applicable) approval 60 days prior to live use
Envelope Printing:	Artwork (if applicable) approval 60 days prior to live use
Insert Printing:	Artwork (if applicable) approval 15 days prior to live use
Electronic Forms:	Format approval 15 days prior to live use
Data or Print File Format:	90 days written notification
Data Transmission Protocol:	Mutually agreed
Inserting Plan Setup:	15 days written notification

2. In the event that Company makes a change to its data format without notifying Supplier in advance and such change results in a disruption of processing, Company will be charged a minimum of four (4) hours programming time to cover Supplier's costs of implementing a correction to enable processing to continue. Should the estimated time needed to implement a correction be greater than four (4) hours, Supplier will notify Company of such fact and Company will have the option of authorizing Supplier to effect the necessary corrections or re-transmitting the data in an acceptable format. Company will be responsible for all processing charges incurred prior to the disruption of the Application Run.

F. PRICING

The pricing, in Schedule D, sets forth the Fees to be paid by Company in exchange for the Services.

1. Inventory. For any generic Inventory, [REDACTED] will invoice Client as such Inventory is used. For any client specific Inventory, [REDACTED] will invoice Client upon receipt of such Inventory from the vendor. [REDACTED] shall not be obligated to order and store client specific Inventory in not more than one hundred twenty (120) day increments.
2. Supplier will provide its standard invoicing reports at no additional cost to Company. Any additional reports shall be mutually agreed to and are subject to additional charges.
3. In the event that changes in state or federal laws, regulations or standards (including USPS regulations) increase Supplier's cost of mailing or processing Company's Applications, then Supplier may increase the Fees or charge a one-time development fee, provided that such adjustment will be limited to Company's allocated portion of the increase in mailing and/or processing cost to Supplier or Supplier's cost of development, as applicable.
4. Minimum Volume Commitment. Customer agrees to commit to a collective Company(ies) minimum volume of 12,00,000 Packages per Contract Year for the Services, regardless of the actual volume per Contract Year, until the earlier of (i) 15 months from the Effective Date or (ii) all of the UI, CNG, SCG, and BGC applications (the "New Applications") having been converted and gone live ("Minimum Commitment"). Following the earlier of (i) 15 months after the Effective Date or (ii) all of the New Applications having been converted and gone live, Customer agrees that the Minimum Commitment shall be increased to 17,000,000 Packages per

Contract Year. Should the New Applications be converted and go live on any day except the first day of a new Contract Year, Supplier shall prorate the volume received from the New Applications as if that volume was actually received throughout the applicable Contract Year in determining whether the Minimum Commitment has been met. A reconciliation of the Minimum Commitment will be made by Supplier on an annual basis starting 12 months after the Effective Date and provided to Customer. If Customer's volume is less than the Minimum Commitment, Supplier shall charge Company the following month (in addition to the actual volume) the difference between the Minimum Commitment volume and actual volume. For avoidance of doubt, in the event that the Minimum Commitment is not realized in a given Contract Year, Avangrid Management Company LLC shall be responsible for the shortfall irrespective of the Company who issues or does not issue a Purchases Order. This Minimum Commitment shall apply irrespective of any other term in the Agreement, including, without limitation, whether (i) a Purchase Order or RFP is issued, not issued or terminated by Customer or any Company; or (ii) Customer or Company awards an RFP for Services to a third party or takes them in house Notwithstanding the forgoing, in the event that Customer or Company terminates one or more Purchase Orders for convenience pursuant to which a Termination Fee has been paid, the Minimum Commitment shall be proportionately reduced.

G. General

All of the terms, covenants and conditions described in the Agreement are incorporated herein by reference as if the same had been described herein in full. In the event of a conflict between the terms set forth in this Services Schedule and the Agreement, the terms in this Services Schedule shall govern the Services set forth herein.

SCHEDULE C

Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the “Agreement”) between Avangrid Service Company (hereinafter, “Customer”), and [REDACTED] (hereinafter, “Supplier” or “Contractor”), the entity (Customer and/or Company(ies)) named in the given Purchase Order, engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in **Schedule B** of the Agreement; as such Schedule may be amended, modified or supplemented and attached hereto for the purposes of the Purchase Order.

The provision of the Services shall be governed by the order of precedence set forth in the Agreement, Section 2.2(c) of the Agreement.

All work shall be invoiced in accordance with the pricing schedule approved by Customer for the Services, “Pricing Schedule,” included in **Schedule D**, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Customer).

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.
- B. Supplier has read, understands and shall comply with **Schedule E**, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.
- C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:
 - 1) Supplier has examined all available records pertaining to the work.
 - 2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Customer. Neither party assumes responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement.

ARTICLE 2 - CONTRACT PRICE

The Contract Price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be calculated in accordance with the terms and conditions of this Agreement, including, without limitation, Schedule D of this Agreement.

ARTICLE 3 - REIMBURSABLE ITEMS¹

The Supplier shall be reimbursed for the following items for Services performed under this Agreement:

A. Fees

Supplier shall be paid at the fees specified in Schedule D to the Agreement for performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein.

(i) Customer will not reimburse Supplier for additional expenses invoiced separately under a fixed bid project. The Supplier must include all the expected expenses from the quoted project within the fixed bid proposal.

(ii) Customer reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.

B. Travel Expenses

(i) Customer will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Customer's request for the performance of Services, including travel from Work Location to Work Location, not including Normal Commuting, as follows:

- Customer will pay or reimburse Supplier for the actual cost of reasonable meals; and
 - Customer will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.
-

(ii) Supplier will use the travel agency online platform provided by Customer and the choices therefore offered to book the necessary travel arrangements. (car rental, hotel, plane/train, etc.).

(iii) The Supplier may rent a car to travel from Work Location to Work Location. Supplier will be reimbursed actual cost of all parking, highway, and/or bridge charges paid en route.

ARTICLE 4 - PAYMENTS

A. Payments of any undisputed portions of an invoice will be made by the 60th day after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses. If Customer disputes any portion of an invoice, it shall notify Supplier within twenty (20) business days from the receipt of invoice of the reasons for such dispute, and Customer and Supplier shall cooperate in resolving such dispute.

B. An original and copy of each invoice are to be mailed to the “Bill to Location” provided in the Purchase Order.

Each invoice shall show the Purchase Order Number, Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Customer.

C. If Customer or Company fails to pay any undisputed charges when due and payable, Supplier may charge a late payment service charge of one and one-half percent (1.5%) per month, but not in excess of the lawful maximum, on the past due balance. Should Customer or Company reasonably dispute an invoiced item it will notify Supplier prior to the invoice due dates of the nature and basis of the dispute and will pay all other amounts in accordance with this Article 4.

D. In the event that Customer or Company does not render full payment of undisputed charges within forty-five (45) days of the date payable, Supplier may, after notifying Customer or Company in writing, cease any and all Services no sooner than thirty (30) days from the written notice until such account is brought current.

For the initial invoice submitted by Supplier for the Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer and/or Company under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer and Company with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

Supplier acknowledges that invoices which do not contain the above information or are not addressed as stated in the Purchase Order may cause payment delay.

E. Method of payment

All payments by Customer and/or Company will be made by bank transfer or to the bank account that the Supplier notifies Customer at least thirty (30) days prior to the applicable payment date pursuant to the notice requirements in this Agreement. Supplier must prove the account ownership and the identifying details of the bank account.

Any change in the bank details of the Supplier must be duly notified to Customer and/or Company, including the relevant supporting documentation. Otherwise, Customer and Company will not be obligated to make payment to the new account and payment to the former account will constitute a discharge of all obligations by Customer and Company. In any case, Customer and Company may withhold the corresponding payment, without incurring any type of liability, until the provider proves reasonable evidence of the ownership of the bank account.

F. Communications

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement shall be made in writing through the secure communication channel implemented for that purpose by Customer and/or Company. If such secure communication channel is not available, such notifications, requests and other such communications by Supplier must be either: (i) delivered personally; (ii) sent by fax or e-mail (with confirmation); or (iii) sent by mail (with proof of delivery) to the address listed as belonging to each party in the Agreement.

ARTICLE 5 – TAXES

The price set forth in Schedule D does not include sales/use taxes.

The Customer is responsible for, and shall pay, all applicable state or local, sales, use, service, excise, or other similar and like taxes arising from the Services hereunder that are required to be assessed by a tax jurisdiction. Supplier shall be responsible for collecting, and subsequently remitting, all such taxes to the applicable taxing jurisdiction. Supplier is responsible for all federal, state or local franchise or income taxes levied on the income of Supplier, any property taxes on the property owned or leased by Supplier and used to provide the Services, and all taxation and employment levy responsibility and/or liabilities for Supplier's employees related to its performance hereunder, including but not limited to compensation, FICA and other payment or payroll-based taxes.

Customer shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

ARTICLE 6 – CHANGES

Excluding any price adjustments permitted under and made in accordance with Schedule D, no Changes in the Scope of Services or Services are authorized unless sustained by a written, mutually agreed to Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or Schedule D. Excluding price adjustments permitted and made in accordance with Schedule D, Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. No other changes in the Agreement will be made without a Supplement agreed by Customer and/or Company(ies) and Supplier. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 7 - CLAIMS/DISPUTES

A. Any claims by Supplier relating to this Agreement, must be submitted to the Customer in writing within twelve (12) months of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim, provided that the basis of the claim was known to Supplier or should reasonably have been known to the Supplier and further that the claim is not related to fraud on the part of the Customer.

B. The notice of claim shall include the particulars and shall specify the cause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Supplier considers itself to be entitled in connection with the Agreement.

C. Any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

D. The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the dispute. If, twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may refer the dispute to a court under Article 41 which is to be the sole legally binding forum available to the Parties for resolution of a dispute hereunder.

ARTICLE 8 – AUDIT

Supplier shall check all materials and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this

Agreement. Upon two (2) business day notice and no more than twice per calendar year, the Customer shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. All results of these audits must be kept confidential between the Parties and their agents, unless otherwise prohibited by law. This provision shall remain in effect for two (2) years following final payment under this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES; NON WAIVER

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

ARTICLE 10 - NON WAIVER OF RIGHTS

Any failure by either party to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 11 - SET-OFF

Customer may set off against any amount payable to the Supplier under this Agreement any claim or charge it may have against Supplier under this Agreement.

ARTICLE 12 - CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.2(c) of the Agreement shall govern such conflict.

ARTICLE 13 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. The provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement.

Customer shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

ARTICLE 14 – SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing hereunder shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work for an evaluation by Customer's Corporate Security Group. Supplier's shall provide written notice of any subcontractor. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor and the parties shall meet in good faith to discuss such objections.

If applicable, Supplier shall assign to Customer any subcontractor warranties applicable to the Services, including, without limitation, those warranties that extend beyond the applicable warranty period upon the expiration or termination of such warranty period. Contractor shall also assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy.

ARTICLE 15 - THIRD PARTY BENEFITS

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

ARTICLE 16 – SAFETY

For any work performed on a Customer site, Customer may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage on a Customer site, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Customer's Safety Rules and Regulations for Suppliers are attached hereto and made a part hereof, as ***Appendix 1 to this Schedule C*** and shall apply to all work performed on a Customer site under this Agreement.

For work performed at Supplier locations, Supplier will take all necessary and responsible steps to comply with safety and health standards set forth in federal, state and local laws and regulations and shall establish and maintain a formally documented safety management program.

ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION

For the protection of workers and the public, for any work performed at the Customer site, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions, prudent industry practice, and progress of the work. Supplier is responsible for the security and protection of its own equipment, supplies, and tools used in connection with the Services. Supplier must use due care to protect any of the Customer's or Company(ies)'s property in its possession or under its control at any time while performing the Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is responsible for any damage to such property resulting from its failure to use such care. For the avoidance of doubt, this Article shall be subject to the terms of the Data Security Rider, if applicable. Notwithstanding the foregoing, the parties acknowledge that Supplier will not be provided access to Customer's equipment, electronic devices or tangible property for the purposes of the Services under the Agreement.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in ***Schedule G*** and the cyber insurance requirements set forth in ***Schedule H***. Supplier must maintain applicable insurance for the full term of this Agreement. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 19 – INDEMNIFICATION

Supplier will indemnify, defend at its expense and hold harmless, to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, agents, successors, and permitted assigns, from and against any and all third party claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

- A. any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement;
- B. any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement;
- C. any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that:
 - i. the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier;
 - ii. the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier;
 - iii. any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; or
 - iv. The Indemnitee is liable for Supplier's obligations as a prospective, then-current or former employer, including any claims of employment discrimination on any basis, claims arising under occupational health and safety law, claims related to any background checks performed under this Agreement, claims related to the Employee Retirement Income Security Act of 1974, claims related to fair employment practices law, civil rights law, labor law, human rights law, wage and hour law, or laws mandating health insurance or any claims that Indemnitee aided and abetted any such conduct of Supplier's.
- D. bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; or
- E. damage to or destruction of any real or tangible property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors.

Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and

not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for work or Services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

In the event Supplier is hindered from providing the Services to Company as a result of a claim of infringement, Supplier may, at its sole option and expense, (i) procure the right to continue using the infringing intellectual property, or (ii) replace or modify the Services so that it or they become non-infringing, or (iii) replace the infringing intellectual property by other systems and services of similar capability within a reasonable period of time under the circumstances. If such options are not commercially reasonable or are technically infeasible, then, Supplier may terminate the affected Services and the Minimum Commitment shall be proportionately reduced.

ARTICLE 20 – WARRANTY

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any specifications set forth in Schedule B or elsewhere herein. If the Supplier's services are not in conformance with Schedule B, the Supplier shall re-perform such Services at no cost to Customer or Company to the extent necessary to correct the fault therein if reasonably requested by Customer; provided that if Customer reasonably requests correction after thirty (30) days from performance of nonconforming Services, Customer shall be required to resubmit the data necessary for the performance of Services. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law. The warranty hereunder is transferable to any assignee of Customer's rights under this Agreement, including for any remaining warranty period should an assignment occur.

ARTICLE 21 - RESERVED

ARTICLE 22 - FORCE MAJEURE

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used commercially reasonable efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. If performance is not resumed within five (5) days after Supplier provides written notice of such Force Majeure Event to Customer and Supplier has not successfully implemented any applicable

Disaster Recovery Plan, then Customer may terminate the affected Services immediately, without penalty or liability, by written notice to Supplier. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

Customer and Supplier expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the Effective Date of this Agreement; (ii) the existence of such pandemic as of the Effective Date of this Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Supplier to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this Section of this Agreement, except as set forth in clause (iv) in this paragraph or except as otherwise agreed to in writing by Customer; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such pandemic and its effects; and (iv) such pandemic shall not be considered a force majeure event unless (a) Supplier finds itself unable to perform hereunder due to COVID-19 despite invoking and complying with its business continuity and disaster recovery practices or (b) the guidelines, mandates, restrictions, or other laws or orders of any governmental body or agency enacted after the Effective Date make it impossible for Supplier to perform. This provision shall survive the completion or earlier termination of this Agreement.

ARTICLE 23 - RESERVED

ARTICLE 24 - PROGRESS AND COMPLETION

The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

If the Supplier is materially delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Customer by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Customer of an extension of time for performance.

Failure of Supplier's subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

ARTICLE 25 - RESERVED

ARTICLE 26 – RESERVED

ARTICLE 27 - TERMINATION

1. Termination for Cause.

(a) Either party may terminate this contract for cause in the event that the other Party:

i. commits a material breach of this Agreement, which breach is not cured within thirty (30) days' written notice of material breach from the other Party:

ii. commits a material breach of this Agreement which is not capable of being cured within thirty (30) days, in which case up to an aggregate maximum cure period of sixty (60) days would be permitted after written notice of breach from the other party; or

iii. commits multiple breaches of its duties or obligation which collectively constitute a material breach of this Agreement; then the non-breaching party may, by giving written notice to the other party, terminate the Agreement, in whole or in part, as of a date specified in the notice of termination;

iv. a Material Breach as defined in Section C.7.3 in Schedule B.

Then the Parties shall have all rights and remedies provided for under this Agreement, in law or equity.

(b) In the event that Customer fails to pay Supplier when due undisputed charges under the Agreement and fails to make such payment within ninety (90) days of written notice from Supplier of the failure to make such payment, Supplier may terminate this Agreement for cause.

(c) Prior to the expiration or termination of this Agreement for any reason, Supplier will provide reasonable assistance to Customer and each Company in the assumption or transfer of all or a portion of the Services to another entity(ies), full responsibility for all of the Services previously provided by Supplier. Such assumption and/or transition of responsibility will be planned and implemented in a manner that will avoid disruptions in the business operations of Customer, Company and their Affiliates.

2. Termination of Convenience.

After 12 months following the Effective Date, Customer and/or the applicable Company may for any reason, with or without cause, on ninety (90) day written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Company except as stated in this Article. In full discharge of any obligations to Supplier in respect of this Agreement and such termination, Company shall pay Supplier, in accordance with the payment terms of the Agreement, the Termination Fee set forth in Schedule B. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to or surviving such termination.

Subject to any applicable Termination Fee, in no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination under this provision (Termination for Convenience), unabsorbed overhead or anticipated profits on uncompleted portions of this agreement.

ARTICLE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein. Notwithstanding the foregoing, Article 4 Payments, Article 5 Taxes, Article 7 Claims/Disputes, Article 8 Audit, Article 9 Rights, Privileges, Remedies, Article 10 Non Waiver of Rights, Article 13 Independent Suppliers, Article 14 Subcontractors, Article 16 Safety, Article 17 Accident, Security and Loss Prevention, Article 18 Insurance, Article 19 Indemnification, Article 22 Force Majeure, Article 31 Assignment, Article 36 Public Release of Information, Article 37 Limitation of Liability, Article 38 Confidentiality, Article 39 Equal Employment Opportunities Compliance, Article 41 Governing Laws, Article 47 Ethics, and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

ARTICLE 29 - REMOVAL OF EQUIPMENT

In the case of termination of this Agreement for any reason whatsoever, the Supplier, if notified to do so by the Customer, shall promptly remove any part or all of Supplier's equipment and supplies from the property of the Customer, failing which the Customer shall have the right to remove such equipment and supplies at the expense of the Supplier.

ARTICLE 30 - RESERVED

ARTICLE 31 - ASSIGNMENT

This Agreement may not be assigned by either party without prior written consent of the other party; provided, however, such consent shall not be required in the event this Agreement, or any

rights or obligations hereunder, is assigned by a Party: (i) to a person or entity with which that Party incurs a Change of Control, or (ii) to a person or entity which purchases all or substantially all of that Party's business or assets, or (iii) to a person or entity which is an Affiliate of that Party; provided, further, that, in the case of (i) through (iii) above, the scope of services shall not be altered. In the event of Supplier's assignee, the financial condition, insurance coverage and security compliance of the Supplier's assignee or transferee (including Controlling entity after a Change of Control) shall be acceptable to Customer, which such acceptance shall not be unreasonably withheld. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

As used herein, Change of Control shall mean that another entity has acquired fifty (50%) per cent or more of the nominal value of the issued equity share capital or fifty (50%) per cent or more of the shares entitling the holders to vote for the election of directors or persons performing similar functions.

ARTICLE 32 - SEVERABILITY

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

ARTICLE 33 - NON WAIVER OF RIGHTS

Any failure by either party to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 34 - OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description furnished to under this Agreement shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, and (iv) shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation

All Developments to the extent they are developed by or for Supplier (other than by Company) are the sole and exclusive property of Supplier or Supplier's licensors, including all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in the United States and elsewhere.

All Developments consisting solely of document designs, layouts and document images created with respect to the Developments, shall be, provided Company is not in default or material breach hereunder, licensed to Company on a non-exclusive, non-transferable, and irrevocable basis, perpetually without the payment of further fees or royalties, to be used in connection with Company's statements. It is acknowledged by Company that the rights granted to Company in this provision apply only to the Developments as defined and do not grant to Company any rights in any processes or software developed or utilized by Supplier in the creation of such Developments. Company recognizes and agrees that notwithstanding such license, Supplier may develop document designs, layouts and document images that may be similar in appearance and nature to the Developments.

As used in this article, the term "Developments" means the software, document formats and designs, processes and all other products and output resulting from programming, which may be comprised of the manipulation, formatting, lay-out, artwork, designs, font changes, configuration, data processing and other modification and computer processing of Company supplied data files.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Customer, information and other data developed or acquired by or furnished to the Supplier in the performance of this Agreement shall be used only in connection with the work under this Agreement.

ARTICLE 35 - KEY PERSONNEL

Personnel assigned to perform work hereunder who are designated as "Key" Personnel in this Agreement specified on *Schedule E* of this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior written consent of Customer, until their assignments are completed. The Customer shall have the right to reject replacements for personnel.

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

Dates, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Customer for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Customer which approval may be withheld without reason or explanation to Supplier.

ARTICLE 37 - LIMITATION OF LIABILITY

(a) EXCEPT AS SET FORTH IN ARTICLE 37(B), TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY

SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) RESULTING IN ANY WAY FROM THE RELATIONSHIP OF THE PARTIES AND THEIR AFFILIATES THROUGH THIS AGREEMENT.

(b) The limitation of liability on special, indirect and/or consequential damages set forth in Article 37(a) shall not apply with respect to anything arising out of:

1. Supplier's fraud, gross negligence, or willful misconduct
2. Supplier's third party (for purposes of clarity, "third party" shall not include special, indirect and/or consequential damages recovered or claimed by Company or the Customer) indemnification obligations if required under this Agreement.

(c) Except for liability pursuant to the indemnification obligations under Article 19 of this Agreement (which shall not be subject to the General or Supplemental Liability Cap), Supplier's indemnity obligations set forth in section (m) of the Data Security Rider (which shall be subject to the Supplemental Liability Cap) and liability arising out of Supplier's fraud, gross negligence or willful misconduct (which shall not be subject to the General or Supplemental Liability Cap), in no event shall Supplier be liable to Company or any Customers in the aggregate for any and all losses, whether in tort, contract, or otherwise, attributable to the relationship of the Parties under this agreement (collectively "Losses") in an amount exceeding the greater of (i) twelve (12) times the average monthly Fees, excluding postage, received by or to be received by the Supplier or (ii) \$500,000 dollars ("General Liability Cap"). In addition to the General Liability Cap, Supplier agrees to a supplemental liability cap, in an amount not to exceed the greater of (i) the aggregate twenty four (24) times the average monthly Fees, excluding postage, received by or to be received by Supplier or (ii) one million dollars (\$1,000,000.00) for any and all Losses resulting from any breach of the confidentiality or security obligations under this Agreement that result in the disclosure of any Customer data ("Supplemental Liability Cap"); provided, however, nothing herein shall limit Supplier's liability pursuant to the indemnification obligations under Article 19 and liability arising out of Supplier's fraud, gross negligence or willful misconduct.

ARTICLE 38 – CONFIDENTIALITY

Supplier, and its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Customer or Customer's plans, programs, plants, processes, costs, equipment, operations, of Customer (or of Customer's Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the Services hereunder, without Customer's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's affiliates by third parties (other than those acting directly or indirectly for or on behalf of Customer) as a

matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Customer and was not acquired by Supplier or Supplier's affiliates, its employees and agents directly or indirectly from Customer or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any information, which is supplied by the Supplier to Customer will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Customer will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.

Each Party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Customer's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Customer.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Customer shall be directed by Supplier to Customer for response.

The parties agree that monetary damages may be difficult to ascertain in the event of any breach of this section, and that monetary damages alone would not be sufficient to compensate a party for such breach. The parties agree that in the event of violation of this section, without limiting any other rights and remedies, an injunction may be brought against any party who has breached or threatened to breach this Section, without the requirement to post bond.

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

To the extent applicable to Supplier's business and operations, if any, that the provisions of the following executive order and statutes, as amended or supplemented, along with their implementing regulations, apply to the performance of the Services by Supplier, the Supplier will comply with the applicable executive order, statutes and regulations: Section 202 of Executive Order 11246 (41 CFR § § 60, et seq.); Section 402 of the Vietnam Era Veterans Readjustment Act (41 CFR § § 60-250.1, et seq.); Section 503 of the Rehabilitation Act of 1973 (41 CFR § § 741.1, et seq.); and New York Executive Law §§ (5 NYCRR § § 140.1, et seq.). These regulations may require the Supplier to develop an Affirmative Action Compliance Program and file a standard Form 100 Report (EEO-1), or other reports, as prescribed.

Without limiting the foregoing, the Supplier and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE 40 - RESERVED

ARTICLE 41 - GOVERNING LAWS

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over Supplier's business and operations including, without limitation, Federal, state, or local laws, rules and regulations and any applicable Executive Orders (state or Federal) in the performance of the Services. All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York. The Parties hereby irrevocably consent to the jurisdiction of such court and hereby waive, to the fullest extent permitted by, any objection which they may now or hereafter have to the venue of any such dispute related to or arising out of this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

ARTICLE 42 – RESERVED

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them to Customer. Additionally, Supplier and Customer shall work together to identify cost reduction opportunities, including technical advances and other advances in the print industry.

ARTICLE 44 - NO DISPUTE

Supplier represents and warrants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Supplier and/or any of Supplier's affiliates and Customer and/or and of Customer's Affiliates.

ARTICLE 45 - SECURITY REQUIREMENTS

Supplier shall comply with Customer's Security Requirements in their performance of Services as provided herein.

Services that involve access, process, storage or transmission of non-public information, the Parties agree that the Supplier and each of its subcontractors (if any) shall comply with the data security rider attached hereto as ***Schedule H (Data Security Rider)*** and made a part hereof, which includes, without limitation, the following Annexes thereto:

- a) Annex 1 (the "General Security Requirements")
- b) Annex 2 (the "Cyber Insurance Requirements").

ARTICLE 46 - EMPLOYEE SOLICITATION

Supplier understands and acknowledges that Customer has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to Customer. To the maximum extent permitted under applicable laws, the Supplier agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit any employee who has been employed by the Customer or its Affiliates during the term of this Agreement, with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of one (1) year, beginning on the employee's last day of employment with the Customer or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except with the prior written consent of the Customer, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the Customer or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Customer through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee, or (ii) directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

ARTICLE 47 – ETHICS

Supplier shall comply with the Avangrid Suppliers' Code of Ethics ("Suppliers' Code of Ethics") attached hereto as Schedule J, in connection with its performance under this Agreement, subject to the following variations:

- (a) Notwithstanding anything to the contrary in the Suppliers' Code of Ethics, when working with Customer and each Company and in performance of the Services, Supplier is solely responsible for complying with laws, regulatory requirements and rules applicable to Supplier's business and operations and shall comply with the terms of this Agreement and the [REDACTED] Code of Business Conduct and Ethics.
- (b) Notwithstanding anything to the contrary in the Suppliers' Code of Ethics, Supplier is not required to comply with any additional rules documented in respective Code of Conduct rules for each Company, if such additional rules are not explicitly set forth in the Suppliers' Code of Ethics.
- (c) Notwithstanding anything to the contrary in the Suppliers' Code of Ethics, the following scenario shall not be deemed as a conflict of interest and Supplier shall not be required to disclose to Customer: Supplier having access to Customer or Company's proprietary information while contracting with competitors of Customer or Company.

ARTICLE 48 – UTILIZATION OF SMALL BUSINESS CONCERNS

Supplier and subcontractors of all tiers must comply with section 52.219-8 of the Federal Acquisition Regulation. This policy requires that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, Alaskan Native Corporation, and Indian tribe concerns shall have the maximum practicable opportunity to participate in the performance of Services.

ARTICLE 49 – SMALL BUSINESS SUBCONTRACTING PLAN

Some or all of the Goods and Services provided hereunder may be used in a contract with the Federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed [REDACTED] and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to

submit a plan within the time limit prescribed by the Customer, the Supplier may be ineligible for award of those specific services subject to the requirements for FAR section 52.219-9.

The Supplier assures that the clause entitled “Small Business Subcontracting Plan” will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of [REDACTED] for construction) will be required to adopt a plan similar to this plan.

ARTICLE 50 - GRATUITIES PROHIBITED

The Supplier shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Customer or its Affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Customer in the conduct of their duties.

SCHEDULE D

Pricing Terms

- 1. Unit prices shall remain firm for orders placed during the term of this Agreement, excluding adjustments for CPI-U and materials as provided in this Schedule D.
- 2. Payment Terms are Net 60 days from date of invoice.

1. PRICING

1.1 This Pricing Schedule sets forth all the fees for the Services and related products. In the event Company requests services that are not reflected in this Pricing Schedule, the Parties shall mutually agree on the prices for such services. The fees are based on the conditions set forth in the Services Schedule, and Supplier reserves the right to adjust the fees in the event that Customer makes a material change in such conditions outside of the Change process set forth in Article 6 or in the event or Company terminates pursuant to Section 2 of Article 24 in Schedule C.

1.2 Supplier may, commencing one year after the Effective Date and each twelve (12) months thereafter (but no more than once in each twelve (12) month period), increase its fees in an amount not to exceed the percentage increase of the Consumer Price Index for All Urban Consumers ("CPI-U") not seasonally adjusted, published by the U.S. Department of Labor, Washington, D.C compared to the previous year.

If the CPI-U index ceases to be published, a comparable index shall be used.

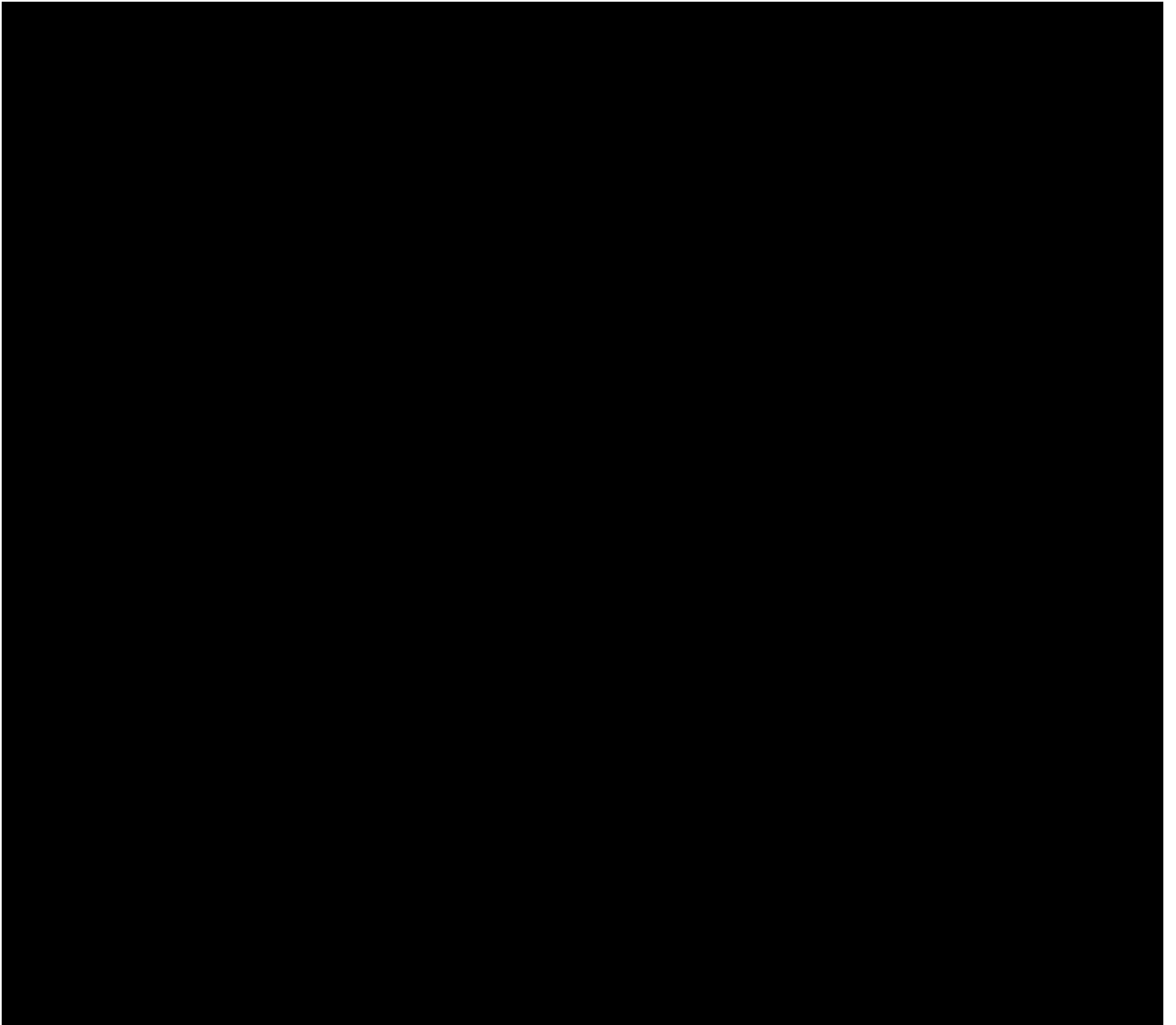
2. PRICING DEFINITIONS/ASSUMPTIONS

The fees identified in Section 3 – Print Mail Services are based on and subject to the conditions set forth in the Services Attachment and the following pricing definitions. Supplier reserves the right to adjust the Fees in the event that Customer or a Company makes a material change in such conditions.

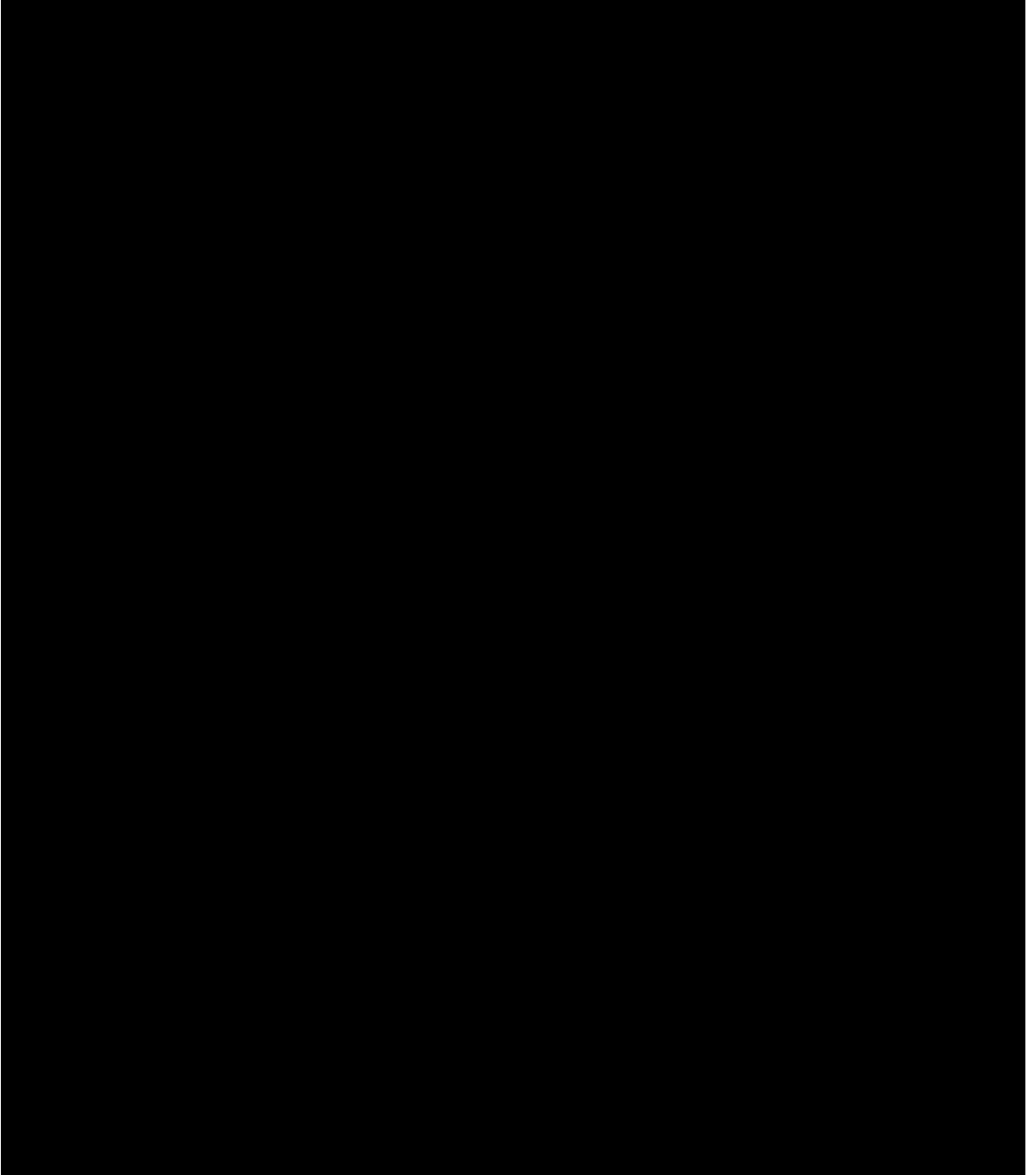
3. PRINT MAIL SERVICES

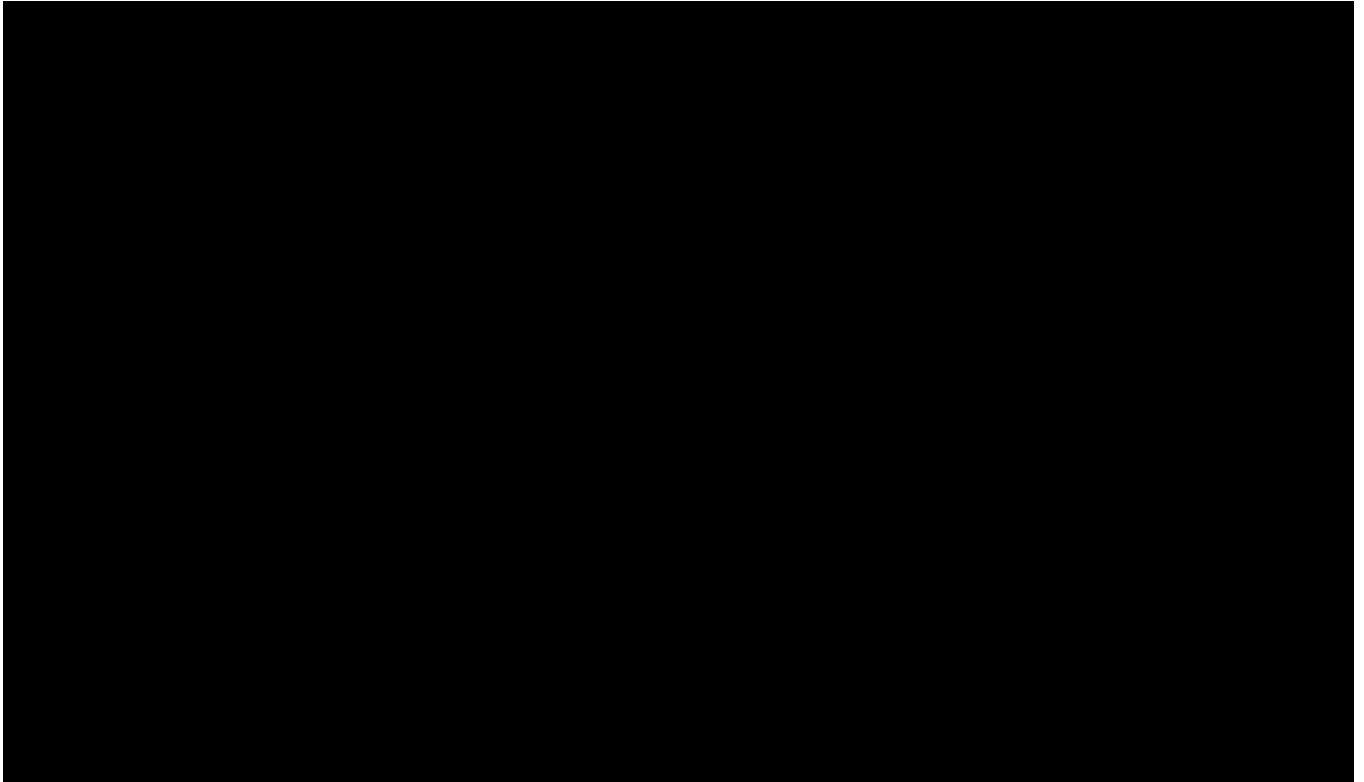
Application Type: Avangrid USA Bills, Letters, Checks & Postcards and UI, CNG, SCG & BGC Bills, Letters and Checks

A.	Print Processing	Description	Charge Unit	Rate Per Unit
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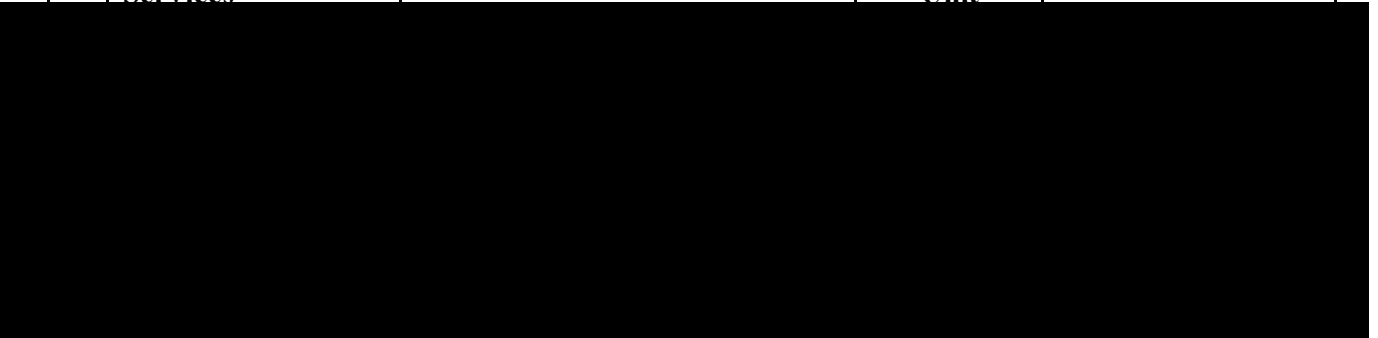


B.	Inventory	Description	Charge Unit	Rate Per Unit
[Redacted content]				

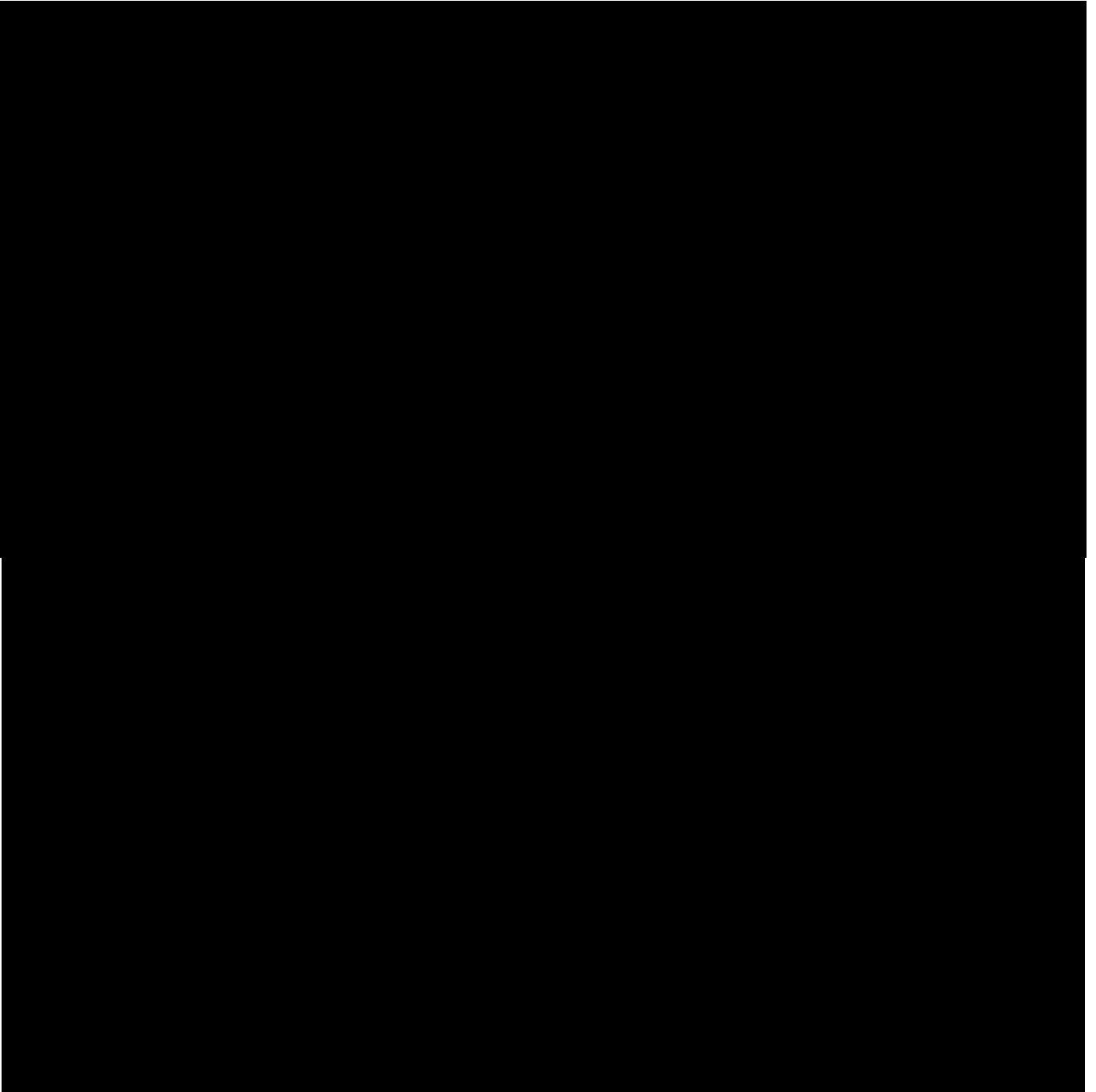




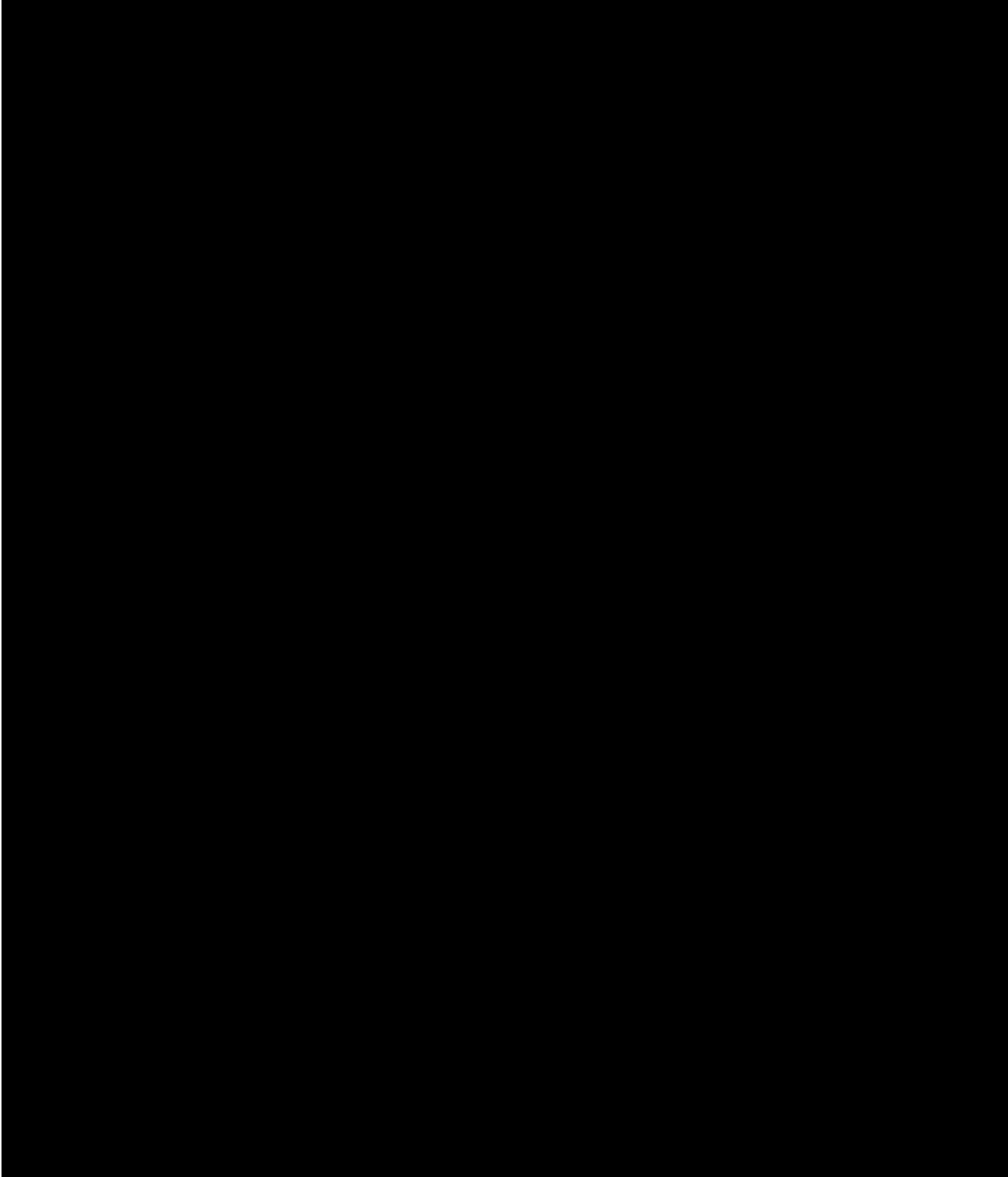
C.	Professional Services	Description	Charge Unit	Rate Per Unit
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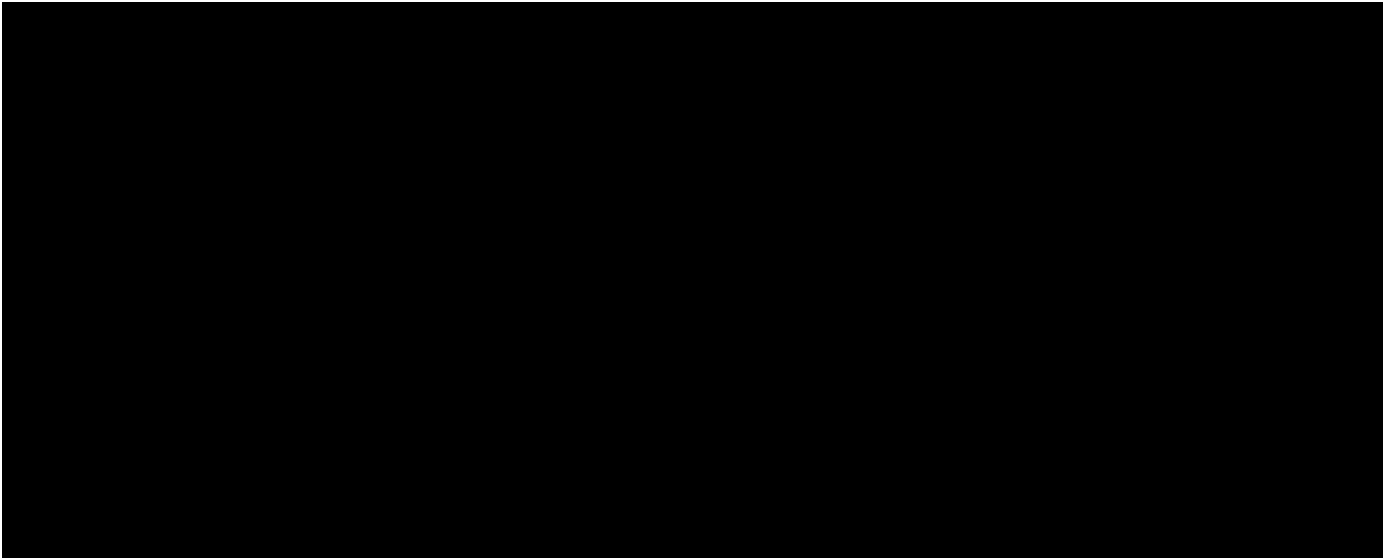


D.	Ancillary Print Processing Services	Description	Charge Unit	Rate Per Unit
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SCHEDULE E

Special Conditions

Key Personnel

None.

Performance Measurements

Periodically, Customer may request a meeting to discuss supplier performance. Topics of discussion may include, but are not limited to; pricing, quality and customer service. Unsatisfactory performance may result in the development of a mutually agreed to Supplier performance improvement plan.

SCHEDULE F

Notices

Along with all other correspondence requirements included in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such Party, or when email notice has been given with an acknowledgement given by the appropriate Party representative. The Parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to **Customer** shall be directed to:

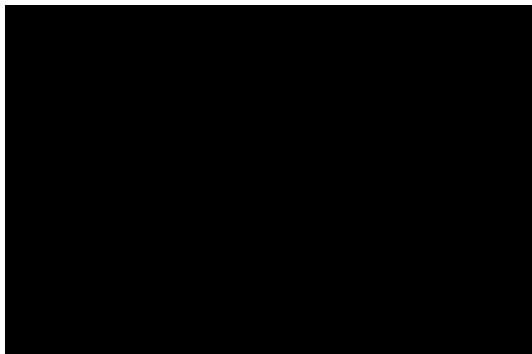
Avangrid Service Company
Contract Administration
89 East Avenue
Rochester, NY 14649
Phone: 585-724-8028
Fax: 585-771-2820

With Copy To :
New York State Electric & Gas Corporation

18 Link Dr
Binghamton, NY 13904
Attention: Mary Haskell
Email: mchaskell@nyseg.com

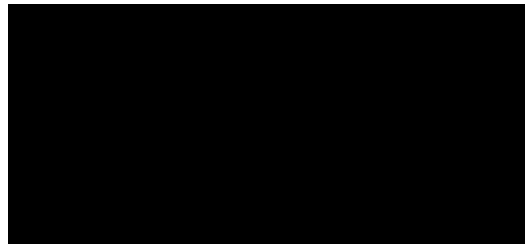
All communications to  shall be directed to:

Supplier Name
Contact Name
Title
Email Address
Street Address
City, St, Zip
Phone



With a Copy to:

Supplier Name
Contact Name
Street Address
City, St, Zip



SCHEDULE G

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for claims made policies, a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below or provide coverage for such subcontractor under the Supplier's policies.

IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER prior to commencement of Services, Certificates of Insurance evidencing Supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer and the Companies for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:

**Procurement Department/ Insurance Cert.
89 East Avenue
Rochester, NY 14649-0001**

A. General Insurance Requirements

Each insurance policy shall:

- 1) be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best Rating of not less than "A- VII".
- 2) add Customer and its Affiliates as additional insureds on the Commercial General Liability and Automobile Liability policies;
- 3) Supplier will use reasonable efforts to give thirty days notice to Customer prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Supplier shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Supplier obtains coverage from another insurer meeting the requirements described herein.
- 4) be primary and non-contributory with respect to Customer and its Affiliates;

- 5) contain a waiver of subrogation in favor of Customer and its Affiliates on the Workers Compensation/Employer's Liability, Automobile Liability, Commercial General Liability and Umbrella/Excess Policies;
- 6) contain a separation of insureds clause;

B. Required Coverages

1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy

Bodily Injury by Accident - \$500,000 each Accident

Bodily Injury by Disease - \$500,000 each Employee

Bodily Injury by Disease - \$500,000 Policy Limit

2) Automobile Liability

Combined Single Limit - \$1,000,000

Covering the use of all owned, non-owned and hired vehicles

3) General Liability: ISO Form CG 00 01 or its functional equivalent

Per Occurrence - \$1,000,000

General Aggregate - \$2,000,000

Products Completed - \$2,000,000

Personal and Advertising Injury - \$1,000,000

4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide Coverage

Per Occurrence - \$5,000,000

General Aggregate - \$5,000,000

Underlying Policies: Commercial General Liability, Auto Liability, Employer's Liability

SCHEDULE H

Data Security Rider

This Privacy and Data Security Rider (the “Rider”) is entered by [REDACTED] [REDACTED] [REDACTED] [REDACTED] (“VENDOR”) and Avangrid Service Company. For the purposes of this Rider Avangrid Service Company and any of its affiliates procuring or receiving services, works, equipment or materials under the Agreement shall be hereinafter referred to as the “CUSTOMER”.

(a) Among other, the purpose of this Rider is to enable the VENDOR to Process on behalf of the CUSTOMER the Personal Data and Company Data necessary to comply with the purpose of the “Agreement” (as defined below), define the conditions under which the VENDOR will Process the Personal Data and Company Data to which it has access during the execution of the Agreement, and establish the obligations and responsibilities of the VENDOR derived from such Processing.

(b) The following definitions are relevant to this Rider:

(i) “Personal Data” means any information about an individual, including an employee, customer, or potential customer of CUSTOMER or its affiliates, including: (A) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; (B) “Sensitive Personal Data” as defined below; or (C) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

(ii) “Sensitive Personal Data” is that subset of Personal Data, including social security number, passport number, driver’s license number, or similar identifier, or credit or debit card number, whose unauthorized disclosure or use could reasonably entail enhanced potential risk for the individual.

(iii) “Company Data” means any and all information concerning CUSTOMER and its affiliates and their respective business in any form, or to which the CUSTOMER or its affiliates have access, that requires reinforced protection measures, including but not limited to private or secret information, Personal Data, commercially sensitive information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to regulation.

(iv) “Critical Infrastructure Information” means engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that (A) relates details about the production, generation, transmission, or distribution of energy; (B) could be useful to a person planning an attack on critical infrastructure; (C) is exempt from

mandatory disclosure under the Freedom of Information Act; and (D) gives strategic information beyond the location of the critical infrastructure.

(v) “Processing” (including its cognate, “process”) means any operation, action, or set of operations, actions, that is performed upon Personal Data or Company Data, whether or not by automatic means, including, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, taking, removing, copying, making available, alignment, combination, deletion, erasure, or destruction.

(vi) “Data Security Breach” means: (A) the loss or misuse (by any means) of Personal Data or Company Data; (B) the unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Personal Data or Company Data, or inadvertent act or omission resulting in unauthorized transfer, sale or rental of Personal Data or Company Data; or (C) any other act, omission or circumstance that compromises the security, confidentiality, or integrity of Personal Data or Company Data, including but not limited to incidents where Personal Data or Company Data has been damaged, lost, corrupted, destroyed, accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose.

(vii) “Technical and Organizational Measures” means security measures, consistent with the type of Personal Data or Company Data being Processed and the services being provided by VENDOR, to protect Personal Data or Company Data, which measures shall implement industry accepted protections which may include physical, electronic and procedural safeguards to protect the Personal Data or Company Data supplied to VENDOR against any Data Security Breach, and any security requirements, obligations, specifications or event reporting procedures set forth in this Rider or in any Schedule to this Rider. As part of such security measures, VENDOR shall provide a reasonably secure environment for all Personal Data and Company Data and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement.

(viii) “Losses” shall mean all losses, liabilities, damages, and claims and all related or resulting costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

(ix) “Agreement” shall mean the Master Services Procurement Agreement between CUSTOMER and VENDOR with respect to which this Rider is being entered.

(c) Personal Data and Company Data shall at all times remain the sole property of CUSTOMER, and nothing in this Rider or the Agreement will be interpreted or construed as granting VENDOR any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to Personal Data or Company Data. VENDOR shall not create or maintain data which are derivative of Personal Data or Company Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by CUSTOMER.

(d) Regarding the Processing of Personal Data and Company Data, the parties agree that:

(i) VENDOR shall Process Personal Data and Company Data only on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and Company Data and Company shall only provide to VENDOR and VENDOR shall only be liable for Personal Data and Company Data that is specifically required to perform the Services. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR's obligations under the Agreement and as further described below and for no other purpose. For the avoidance of doubt, (i) VENDOR shall not Process Personal Data or Company Data for any commercial purpose other than providing the services specified in the Agreement nor for any purpose outside the scope of the Agreement; and (ii) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data or Company Data for valuable consideration is prohibited.

(ii) With regards to Personal or Company, the parties agree that:

- The Processing activities that will be carried out by VENDOR are:
 - Composition of bills and correspondence
 - Printing of bills and correspondence.
- The classification of Personal or Company Data that will be Processed by VENDOR is:
 - Confidential
- The categories of Personal Data subjects whose information will be processed by VENDOR are:
 - Customer Name
 - Customer full account numbers
 - Customer mailing address
 - Customer physical address
- The instructions for the Processing of Personal or Company Data are:
 - All data transmitted from CUSTOMER to VENDOR will be sent via secure FTP file sharing.
 - VENDOR agrees to encrypt Personal or Company Data while in motion over public networks or private WAN connections. VENDOR also encrypts such Personal or Company Data stored on any mobile media (such as laptops, thumb drives, CDs, DVDs, smartphones, or tablets).
- VENDOR agrees to protect the Personal Data and Company Data pursuant to the terms and conditions of this Rider, the Agreement and VENDOR's security policies and practices.

(iii) VENDOR shall immediately inform the CUSTOMER if in VENDOR's opinion a Processing instruction given by CUSTOMER may infringe the privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data or Company Data.

(iv) In the event that the activities to be carried out by VENDOR under the Agreement do not require access to Personal Data, VENDOR, its employees and representatives shall be prohibited from accessing and Processing Personal Data. If they gain access to Personal Data, VENDOR shall immediately inform CUSTOMER. Notwithstanding the foregoing, any Processing of Personal Data by VENDOR shall be subject to the terms and conditions set forth in this Rider.

(e) As a condition to starting work, VENDOR's employees and other persons authorized, pursuant to the terms of this Rider, to Process Personal Data or Company Data shall maintain the confidentiality of Personal Data and Company Data, comply with any applicable Technical and Organizational Measures. In addition, VENDOR's employees and other authorized persons that access CUSTOMER's premises shall abide by CUSTOMER's physical security policies, rules and procedures.

(f) At all times during which VENDOR is Processing Personal Data or Company Data, VENDOR shall:

(i) Comply with all applicable privacy and security laws to which it is subject, or that are applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and/or Company Data, and not, by act or omission, place CUSTOMER or its affiliates in violation of any privacy or security law known by VENDOR to be applicable to them.

(ii) With regards to the Processing of Personal Data, maintain a record of Personal Data Processing activities carried out on behalf of CUSTOMER, which shall include at least:

(A) The name and contact details of the VENDOR, any subcontractor, where applicable, the Company of CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;

(B) The categories of Processing activities carried out on behalf of CUSTOMER;

(C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;

(D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:

1. The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;

2. The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
3. A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;
4. Encryption of Personal Data;

(iii) Have in place appropriate and reasonable Technical and Organizational Measures to protect the security of Personal Data and Company Data and prevent a Data Security Breach, including, without limitation, a Data Security Breach resulting from or arising out of VENDOR's internal use, Processing or other transmission of Personal Data and Company Data, whether between or among VENDOR's subsidiaries and affiliates or any other person or entity acting on behalf of VENDOR. VENDOR shall implement Technical and Organizational Measures to ensure a level of security appropriate to the risk, taking into account the state-of-the-art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as, in connection with Personal Data, the risks of varying likelihood and severity for the rights and freedoms of data subjects. Without limiting the generality of the foregoing, the VENDOR will implement measures designed to:

- (A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;
- (B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;
- (C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented; and
- (D) encrypt Personal Data, where applicable.

(iv) Except as may be necessary in connection with providing services to CUSTOMER (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data or Company Data is promptly destroyed or erased), not use or maintain any Personal Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit; and ensure that any such portable device or unit is encrypted.

(v) Notify CUSTOMER no later than one (1) day from the date of obtaining actual knowledge of any Data Security Breach, or from the date the VENDOR reasonable believes that a Data Security Breach has taken place, whatever is earlier, and at VENDOR's cost and expense subject to the limitation of liability in Article 37 of the Agreement, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other remedial measures as requested by CUSTOMER or required under applicable law. If the Data Security Breach involves Personal Data, the following information shall be provided as a minimum:

- (A) Description of the nature of the Data Security Breach, including, where

possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected;

- (B) Contact details of the VENDOR or other contact person for further information;
- (C) Description of the possible consequences of the Data Security Breach or violations; and
- (D) Description of the measures taken or proposed to remedy the Data Security Breach, including, where appropriate, the measures taken to mitigate possible negative effects;

(vi) Assist and cooperate with CUSTOMER to enable CUSTOMER to comply with its obligations under any applicable privacy or security law, including but not limited to maintaining Personal Data and Company Data secured, responding to Data Security Breaches, and, where applicable, ensuring the rights of data subjects and carrying out Personal Data impact assessments;

(vii) Not use subcontractors or provide Personal Data or Company Data to subcontractors or other personnel that are not employees of VENDOR without CUSTOMER's prior written approval;

(viii) Inform the CUSTOMER, if, where applicable, data subjects exercise their rights of access, rectification, erasure or objection, restriction of processing, data portability and not to be the subject to automated decisions by the VENDOR. The communication must be made promptly and in any event no later than as required under applicable law following the receipt of the request by VENDOR. VENDOR shall assist CUSTOMER, taking into account the nature of the Personal Data Processing, through appropriate Technical and Organizational Measures, and with any information that may be relevant to the resolution of the request;

(ix) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out VENDOR's obligations under the Agreement and this Rider; (B) VENDOR executes a written agreement with such third party whereby such third party expressly assumes similar obligations set forth in this Rider; (C) VENDOR has received CUSTOMER's prior written consent; (D) the Processing is carried out in accordance with the instructions of CUSTOMER, or (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Rider to the same extent as if VENDOR caused such breach;

(x) Not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of VENDOR to Process Personal Data or Company Data unless such Processing is in compliance with this Rider and is necessary to carry out VENDOR's obligations under the Agreement and this Rider. Personal Data and Company Data shall only be accessed by persons who need access to

carry out VENDOR's obligations under the Agreement and this Rider and in accordance with the instructions of CUSTOMER; VENDOR shall provide appropriate privacy and security training to its employees and those persons authorized to Process Personal Data or Company Data.

(xi) Establish policies and procedures designed to provide all reasonable and prompt assistance to CUSTOMER in responding to all requests, complaints, or other communications received from any individual who is or may be the subject of any Personal Data Processed by VENDOR to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data;

(xii) Establish policies and procedures designed to provide all reasonable and prompt assistance to CUSTOMER in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data or Company Data, exfiltration of Personal Data or Company Data, disclosure of Personal Data or Company Data, or misuse of Personal Data or Company Data to the extent such request, complaint or other communication relates to VENDOR's Processing of such Personal Data or Company Data;

(xiii) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider; provided that Personal Data and Company Data may be accessed by [REDACTED] without prior written notice to Customer.

(g) At the time of the execution of this Rider, and once annually or after a Data Security Breach, upon CUSTOMER's request, VENDOR shall provide evidence that it has established and maintains Technical and Organizational Measures governing the Processing of Personal Data and Company Data appropriate to the Processing and to the nature of the Personal Data and Company Data.

(h) To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections once annually (with 30 days advance notice to VENDOR) unless the case of a confirmed breach of VENDOR's information security protocols, and VENDOR agrees to cooperate with CUSTOMER regarding such inspections; provided, any such inspections shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Measures identified by CUSTOMER and mutually agreed by VENDOR;

(i) VENDOR shall keep and make accessible to CUSTOMER, as part of an annual inspection, upon CUSTOMER's request, documentation that evidences compliance with the terms of this Rider. CUSTOMER may conduct inspections, either directly or through a third party, and VENDOR agrees to reasonably cooperate with CUSTOMER regarding such inspections;

(j) VENDOR shall cease Processing Personal Data and Company Data and return, delete, or destroy, or cause or arrange for the return, deletion, or destruction of, all Personal Data

and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) Business Days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

(k) VENDOR represents that the security measures it takes in performance of its obligations under the Agreement and this Rider are, and will at all times remain, at the highest of the following: (a) Privacy & IT Security Standard Practices (as defined by ISO 27001/27002); and (b) any security requirements, obligations, specifications, or event reporting procedures set forth in Schedule A.

(l) In addition to any other insurance required to be provided by VENDOR hereunder, VENDOR shall also provide the Cyber-Insurance coverage meeting the requirements specified in Annex 2, attached hereto and made part hereof. VENDOR shall also comply with the terms and conditions in Schedule G as they relate to any insurance required to be provided by VENDOR pursuant to this Agreement.

(m) Subject to the limitation of liability in Article 37 of the Agreement, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses caused by, resulting from, or attributable to any third party claims arising from VENDOR's breach or violation of applicable laws, regulations or any of the terms and conditions of this Rider. VENDOR's obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider. For avoidance of doubt, the Supplemental Liability Cap, and not the General Liability Cap, shall apply to this indemnification.

(n) Failure by VENDOR to comply with any requirement of this Rider shall constitute a material breach of the Agreement and a VENDOR default thereunder. CUSTOMER shall be allowed to terminate the Agreement pursuant to Article 27 of the Agreement, and CUSTOMER shall have all rights and remedies provided by law or equity under the Agreement and this Rider.

Annex 1

General Security Requirements

(a) The following definitions are relevant to this General Security Requirements Schedule:

(i) "Cyber-infrastructure" means communication systems and services, as well as the information contained therein. These systems, both those housed within facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

(ii) "Protected Information" means Personal Data and Company Data as defined in the Rider.

(iii) Capitalized terms not otherwise defined in this Schedule shall have the meaning set forth in the Rider.

(b) VENDOR must, always, know the level of information protection that should be afforded to the Protected Information as well as the corresponding standards and applicable laws and regulations, and it shall adopt the Technical and Organizational Measures adequate thereto. VENDOR shall, at least, maintain Technical and Organizational Measures consistent with the type of Protected Information being processed and the services being provided by VENDOR, to secure Protected Information, which measures shall implement industry accepted protections which include physical, electronic and procedural safeguards to protect the Protected Information supplied to VENDOR against any Data Security Breach or other security incident, and any security requirements, obligations, specifications or event reporting procedures set forth in the Agreement, the Rider or this Schedule. As part of such security measures, VENDOR shall provide a secure environment for all Protected Information and any hardware and software (including servers, network, and data components) to be provided or used by VENDOR as part of its performance under the Agreement on which Protected Information is contained.

(c) When the scope of the Agreement implies the use or connection of VENDOR's Cyber-infrastructure to that of CUSTOMER, the VENDOR shall have reasonable Technical and Organizational Measures for its protection and for the prevention of any security incident.

(i) The connection between the CUSTOMER's and the VENDOR's network is not permitted, unless expressly agreed to in writing, in which case it must be done by establishing encrypted such as authenticated virtual private networks, SSL, SFTP or other types of secure and encrypted connections, and the number of interconnection points between the two networks must

be the minimum that is compatible with the required level of availability. The connection to the VENDOR's network shall be removed as soon as there is no need for it.

(ii) Direct user connections from the VENDOR to CUSTOMER's network are not permitted, unless authorized in writing by CUSTOMER and only for a limited period of time.

(iii) If the Agreement is fully or partially performed at the VENDOR's premises or property, the VENDOR must establish mechanisms and procedures for physical access to said premises or property designed to prevent unauthorised persons from accessing Cyber-infrastructure or Protected Information.

(d) VENDOR shall establish mechanisms and procedures for identifying, authenticating and controlling logical access designed to prevent unauthorised persons from accessing its Cyber-infrastructure elements and CUSTOMER's Protected Information, and, in particular:

(i) VENDOR will have procedures based on the principle of least privilege when granting, assigning and withdrawing authorized access and permissions to its personnel or the personnel of its subcontractors, where applicable, including privileged users or administration taking into account the need for the use, the confidentiality of the Protected Information and the resources for the performance of their tasks;

(ii) VENDOR will maintain an updated inventory of the access granted and will withdraw access from personnel who cease working in connection with the Agreement within a period of fifteen (15) days. Credentials must always be encrypted or hashed when stored and encrypted when transmitted; and

(iii) VENDOR shall have policies and procedures that ensure the strength of the passwords and that they are updated regularly. Passwords shall be changed during the installation processes of new hardware or software. VENDOR's default passwords shall be changed.

(e) VENDOR shall implement Technical and Organisational Measures designed to ensure operational continuity under applicable service level agreements (including but not limited to contingency plans, backup and recovery procedures). In particular:

(i) VENDOR shall make backup copies of the Protected Information as frequently as is required for the services being provided by VENDOR and according to the nature of the data, establishing the appropriate procedures and mechanisms to ensure that the data can be retrieved, that only authorised VENDOR personnel can access it and that they are transferred and stored in such a way as to prevent access or manipulation by unauthorised persons; and

(ii) The same security measures shall apply to backups as to the original Protected Information.

(f) In the event that CUSTOMER has expressly authorized VENDOR to use its own IT equipment for accessing CUSTOMER's Cyber-infrastructure, the VENDOR shall employ security measures to protect the stationary or portable IT equipment and mobile devices

used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

(i) Automatic locking if the device is left unattended for a certain period of time. User authentication will be required for unlocking.

(ii) Protection against malicious software and known vulnerabilities within Windows and Linux systems.

(iii) Updating the operating system as often as the vendor requires.

The VENDOR shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, to the maximum extent possible that the event be communicated promptly, Protected Information be deleted safely in accordance with recognised standards, and access to systems containing CUSTOMER's Protected Information be suspended.

Before equipment is reused or replaced, the VENDOR must protect, or if applicable remove, all the Protected Information stored on it, ensuring that unauthorised personnel or third parties cannot access or recover it.

(g) The VENDOR shall establish procedures designed to protect against loss or unauthorised processing of files, computer media and paper documents containing Protected Information and destroy such information when the reasons for their creation no longer apply. Extracting data from a file and downloading it to a server or delivering it electronically is considered equivalent to computer media for the purposes of complying with these measures.

(h) The VENDOR shall include security measures appropriate to the nature of the Protected Information Processed in developing, maintaining and testing the equipment that will be used to perform the services being provided by VENDOR. The VENDOR will adopt secure code development standards. If necessary, CUSTOMER's express written authorisation will be required, and the same security measures required for the work environment will be applied to these test environments.

(i) VENDOR should implement the following specific actions:

(i) Apply the principle of least privilege to their environment, which means customer data sets are separated logically, and access to client networks is not shared;

(ii) Implement robust network and host-based monitoring solutions that looks for known malicious activity and anomalous behavior on the infrastructure and systems providing client services;

(iii) Ensure that log information is aggregated and correlated to enable maximum detection capabilities, with a focus on monitoring for account misuse; and

(iv) ensure hosted infrastructure is monitored and maintained by VENDOR.

(j) The VENDOR shall implement a procedure to notify of and manage any Data Security Breach or security incidents, which it will disclose among its Personnel.

Annex 2

Cyber-Insurance Requirements

(a) VENDOR shall during the term of the Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence basis, for acts, errors, omissions, and negligence of employees and contractors giving rise to potential liability, financial and other losses relating to data security and privacy, including cost of defense and settlement, in an amount of at least \$10 million dollars, which policy shall include coverage for all costs or risks associated with:

- 1) violations of data privacy or data security laws and regulations; and
- 2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better, and which is otherwise reasonably acceptable to CUSTOMER.

(b) VENDOR warrants that the scope of all coverage evidenced to the CUSTOMER pursuant to this Agreement shall be the sole responsibility of the VENDOR to maintain at committed to levels required by this document and VENDOR, in any event of a loss, will take full responsibility for the payment of any policy deductible, self-insured retention, premium or retrospective premium obligation necessary to maintain coverage, and shall include coverage set forth in subsections (a)(i)(1) and (a)(i)(2) above. VENDOR's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, and in the event of losses, VENDOR agrees to be responsible for the amount of damages lost or not provided solely due to VENDOR's failure to maintain the agreed upon coverage, subject to the limitation of liability set forth in Article 37 of the Agreement.

(c) All insurance coverage(s) provided by VENDOR pursuant to this Agreement shall be primary and non-contributing with respect to any other insurance or self-insurance which may be maintained by the CUSTOMER.

SCHEDULE I

Background Check Requirements

Domestic Background Checks

1. BACKGROUND CHECKS

Prior to Supplier employees performing any material Services hereunder, Supplier shall (a) ensure that such individuals are authorized to work in any country in which they are assigned to perform Services, and (b) at the time of hiring, perform a background check in accordance with Supplier's background check procedures in effect to ensure that such individuals have not been convicted of, or accepted responsibility for, a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs, and are not otherwise disqualified from performing the assigned work under applicable laws. Supplier shall ensure that all agents, contractors, and subcontractors of Supplier who have access to Personal Data shall be subject to similar pre-employment screenings undertaken by their employers. Upon request, Supplier shall keep copies of background screening documentation and provide certification (but not the actual results) of their completion to the Company prior to the time that the Material Employees or subcontractors provides Services under this Agreement. For the purposes of the preceding sentence, "Material Employees" shall mean employees of Supplier performing the following functions for Customer: client service representatives and account managers. Supplier's background checks shall substantially comply with the following:

I . Background Checks for New Hires in U.S.

1. As a pre-condition of employment, new hires must undergo a background check (or an advanced background check where applicable) by Supplier or its approved vendor, regardless of position. A good-faith effort must be made to verify all information provided by applicants on employment applications, including social security numbers and employment history. Other areas that will be investigated include, without limitation, the applicant's home address, public records, criminal and educational records, and government sanctions registries.
 - a) Transferring associates may be required to undergo additional background checks, depending on the requirements and responsibilities of their new position, including but not limited to, driving record check, civil court record check, credit checks and finger printing.
 - b) It is within the discretion of individual Business Segments to obtain more information through background checks than the minimum standards set forth in this Agreement.
 - c) If applicable, background checks and hiring practices shall adhere to certain Sarbanes Oxley, ISO-27001, and Securities and Exchange Commission and/or FINRA requirements, as applicable.

2. Falsifying Information

- a) If any of the information contained in the background report is significantly different than that provided by the applicant on the employment application or on any supplemental forms, the applicant will not be hired pending further review. Any decision to hire where there is an indication that information may have been falsified must be reviewed and approved by Supplier VP Talent Acquisition.

3. Social Security Numbers

- a) Without adequate evidence or explanation, employment will be denied if an applicant's Social Security Number (SSN):
 - a. Is not a valid number;
 - b. Was issued before an applicant was born;
 - c. Belongs to someone the Social Security Administration has listed in its deceased database; or
 - d. Is used by more than one person.
- b) Applicants will be given an opportunity to produce proof of the validity of their SSN before rejecting them for any of the above reasons.

4. Employment History

- a) To the extent possible, prior employment should be verified for at least four (4) employers or ten (10) years, whichever is greater.
- b) If the applicant consents, his/her current employer will be contacted.
- c) If the applicant does not consent to Supplier contacting his/her current employer, a member of the Talent Acquisition team will obtain documentation from the candidate to confirm current employment.
- d) Without adequate evidence or explanation, employment will be denied if:
 - 1. Dates of employment significantly differ from information provided on an application;
 - 2. Job titles/duties/salary significantly differs from information provided on an application;
 - 3. Reason for termination significantly differs from information provided on an application;
 - 4. The most recent employment listed on an application can't be verified, excluding business closures; or
 - 5. The previous employer indicates unsatisfactory performance, attendance, attitude or behavior.

5. Education History

Without adequate evidence or explanation, employment will be denied if:

- a) Dates of attendance significantly differ from the information provided on the application;
or
- b) An applicant misrepresents the possession of any degrees.

6. Criminal History

- a) A minimum of one (1) county and one (1) federal felony screening. The number of additional screenings varies based on locations identified through a review of a candidate's credit header data, voter's registries, and public record.
- b) There must be a business justification for denying employment based on a conviction (the conviction must reflect conduct relevant to the position sought).
- c) Without adequate evidence or explanation, and in accordance with applicable law, employment should be denied if an applicant has any felony conviction within the last seven years or any misdemeanor convictions within the last five years related in any way to theft or dishonesty, gambling, assault or any physical crimes against other persons or property, fraud, perjury, the possession or trafficking of illegal drugs and/or weapons.
- d) The date of a conviction(s) and release from incarceration, if any, what has occurred since that time (employment history, evidence of rehabilitation), and the underlying facts of the matter will be considered in making a final determination.
- e) Arrests, other than those pending trial, should generally not be considered when making employment decisions.
- f) If any criminal history is found, it will be reviewed by the Director of the Talent Acquisition and the Associate General Counsel before making any decisions.
- g) If any of the types of felony convictions listed in subsection (c) above are discovered within the last seven (7) years or any of the types of misdemeanors listed in subsection (c) above are discovered within the last five (5) years, and Supplier conducts an assessment as set forth above and determines that such employee or Subcontractor is eligible to provide Services to the Company under this Agreement, Supplier must notify the Company and the Supplier's assessment will be subject to review and agreement by the Company in accordance with applicable law. The Company may withhold its consent in its sole and absolute discretion. The Company's decision to withhold its consent shall have no impact on the Supplier's employment or continued employment of their employee. The Supplier shall have full and complete responsibility for its employment decisions. This Schedule simply establishes the protocol for Supplier's employees' and/or Subcontractors who provide services to the Company.

7. Drug Screening

- a) All applicants shall undergo a nine (9) panel drug screening
- b) Any positive results shall be sent to independent Medical Review Officer who shall review the results and may request additional information to verify findings.
- c) In accordance with applicable law, a positive finding results in failure of our background check and the withdrawal of the offer.

II. For All Supplier Offices Outside North America and India

1. Standard Screening for Employees

- 1.1 Employees are required to provide the following prior to commencing employment:

- a. Current passport for ID and right to work for eligibility purposes. A copy is signed and kept on file. Employees without a current passport must provide original documentary evidence of date of birth and/or the right to work in the jurisdiction such as a country specific ID card.
- b. Verification of previous employment – last 2 employers’ references are required. Generally this covers at least 5 years employment history. As an exception, a university/school reference is sought together with a personal referee for school leavers or graduate trainees with no employment history. References are kept on file. References must be satisfactory to Supplier and all employment is conditional on receipt of satisfactory references. A standard reference covering dates of employment on company headed paper is the minimum required.
- c. Education/professional qualification checks. Supplier requires original documentary evidence of stated qualifications which is placed on file. Qualification checks require original certification but Supplier does not confirm with the issuing body unless there is reason to doubt authenticity. Supplier checks degree certificates and professional memberships.
- d. Dates of employment/education will be checked for discrepancies against dates declared on employees’ CV.

1.2 At Day 1 induction (if not carried out before commencing employment):

- a. Employees are asked to make a declaration of any criminal offence, bankruptcy proceedings or County Court Judgements or equivalent. The declaration of any criminal offence is subject to the provisions of the local legislation regarding spent offences/data protection legislation.
- b. Employees must present proof of address such as a utility bill.
- c. Employees are required to present one other form of ID such as a driving licence if there have no passport or photographic ID card.

2. Standard Screening for Contractors

Supplier or the relevant recruitment agency will carry out the following checks on contractors:

- a. Current passport for ID and right to work for eligibility purposes. A copy is signed and kept on file. Contractors without a current passport must provide original

documentary evidence of date of birth and/or the right to work in the jurisdiction such as a country specific ID card.

- b. Verification of previous work/contracting dates. Last 2 employers' references are required which should confirm dates set out in the CV. Supplier may request further evidence of contract dates if the last two contracts lasted less than 2 years.
- c. Dates of employment will be checked for discrepancies against dates declared on the contractors' CV.
- d. Declaration to be completed in terms of a declaration of any criminal offence, bankruptcy proceedings or County Court Judgements or equivalent. The declaration of any criminal offence is subject to the provisions of the local legislation regarding spent offences/data protection legislation.
- e. Contractors must present proof of address such as a utility bill.
- f. Contractors are required to present one other form of ID such as a driving licence if there have no passport or photographic ID card.

3. Screening for Personnel with Access to Regulated Clients Systems

- 3.1 The screening set out in this paragraph shall be carried out for personnel (both employees and contractors) who are given access to Supplier's regulated clients' systems subject to the prior written consent of such personnel.
- 3.2 Such personnel's consent will be obtained at the commencement of the personnel's employment or engagement.
- 3.3 For those personnel who are already employed or engaged on the date of this policy, such personnel's consent will be obtained as necessary. Personnel who decline to undergo such a screening will not be given access to such Supplier's regulated clients' systems; and such personnel should discuss the implications with HR and the personnel's Line Manager.
- 3.4 Such screening is performed by a third party screening provider who is obliged to comply with the applicable data protection laws.
- 3.5 Such screening includes:
 - a. Right to work in the country of employment.

- b. Identity check against passport and/or electoral rolls or other form of ID appropriate to the country of employment.
- c. Check against deceased persons.
- d. Proof of address.
- e. Verification of employment and dates consistent with the personnel's CV.
- f. Education/professional qualification checks on stated qualifications on the personnel's CV.
- g. Basic criminal history check. This will not include any spent convictions or other convictions deemed not required to be disclosed as per the legislation in force in the country of employment.

For Supplier Offices In India

4. Pre Onboarding

- 4.1 Reference checks. These are performed at the time of hiring. A minimum of two references are requested from the previous employer including one from the candidate's immediate manager.
- 4.2 Drug tests. A clean report is a necessary precursor for onboarding. This is received before onboarding.
- 4.3 Criminal checks.

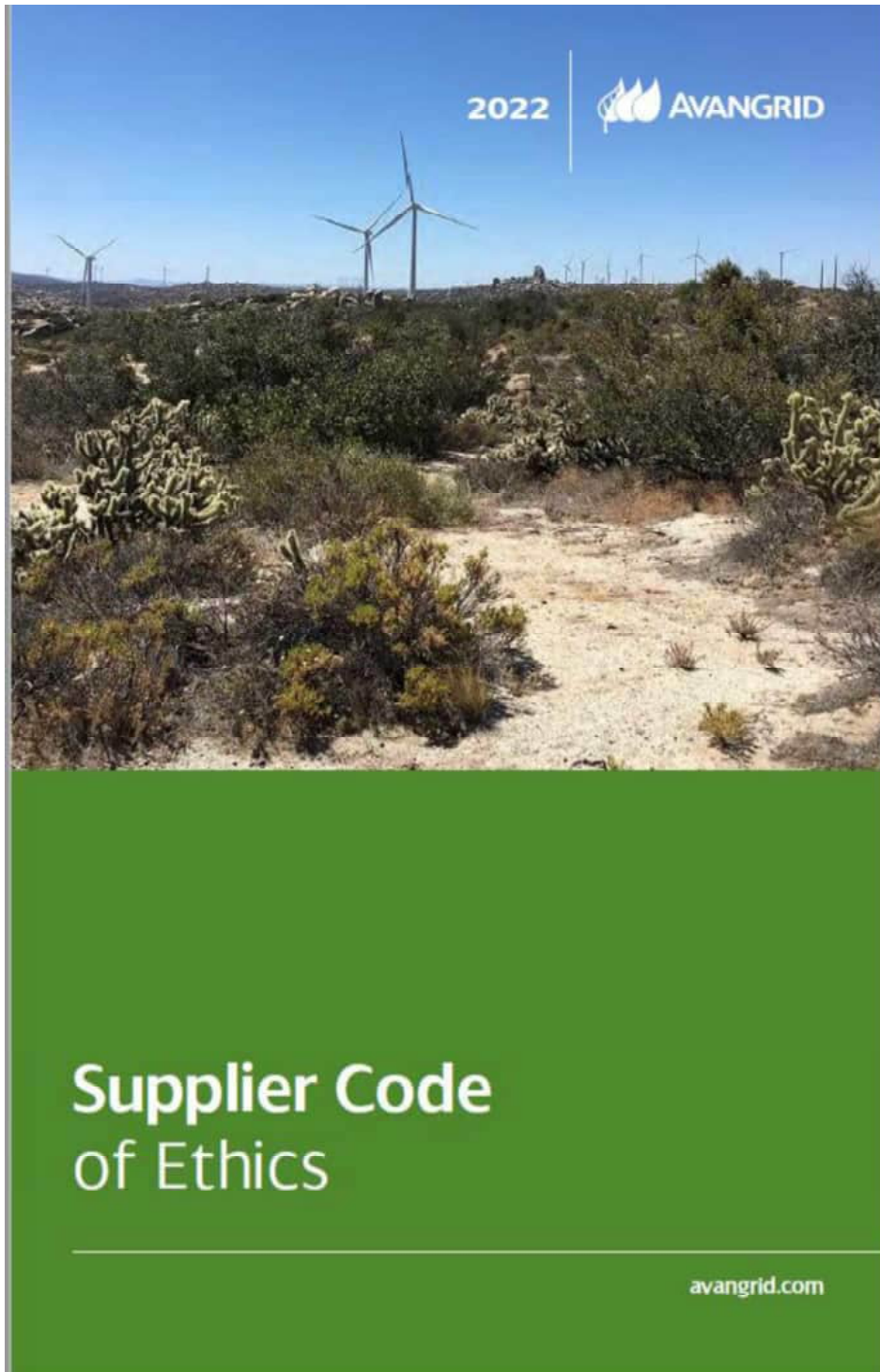
5. On the Day of Onboarding

- 5.1 Verification of Education certificates.
- 5.2 Previous employment verification. Supplier requests for a copy of the relieving letter and acceptance of resignation from the previous employer. A relieving letter is a letter provided by a company to the employee relieving him/her from all his/her duties at the end of his/her employment. This is requested to ensure that the employee is not "employed" by another firm while being onboarded by Supplier. In the event of an exception (where the relieving letter from the previous employer is not available) an affidavit must be provided by the employee.
- 5.3 Current address verification.

SCHEDULE J

Suppliers' Code of Ethics

[As attached]





Every year since 2019, AVANGRID has been designated one of the World's Most Ethical Companies[®] by the Ethisphere Institute, a global leader in defining and advancing standards for ethical business practices. In 2021, AVANGRID was one of nine honorees in the "Energy and Utilities" category. Ethisphere also extended AVANGRID's Compliance Leader Verification certification through 2022. First earned by AVANGRID in 2019, this certification is awarded to companies with best-in-industry corporate compliance programs.



A Message from
Pedro Azagra Blázquez,
CEO, AVANGRID

At AVANGRID, we're focused on working together to build a more accessible clean energy model that promotes healthier, more sustainable communities. Fulfilling this purpose requires that we do more than just follow laws and regulations. We must all also hold ourselves to the highest ethical standards when working with our customers, shareholders, regulators, co-workers, and other stakeholders. To support these objectives and to provide guidance on how we conduct business, AVANGRID has adopted a Code of Business Conduct and Ethics that is available on our public website.

Just as we hold our own employees accountable, we expect you, our suppliers, to embrace the same commitment to integrity and to conduct your business in compliance with all laws, rules and regulations. While as a supplier, you are legally separate from AVANGRID, your business practices and actions can impact and reflect on our company and reputation. To help you understand the expectations for our business relationship with you, this Supplier Code of Ethics (the code) has been established to provide guidance on what we expect from you. Further expectations are also provided within the contractual terms and conditions for our business relationship.

Your workforce, agents, and subcontractors must also be made aware that we expect them to understand and comply with the standards established in this code. They should also understand the terms and conditions of our agreements, and the way to report issues and concerns to us. Similarly, they should know that non-compliance could alter our business relationship and result in termination.

In addition to complying with the code, you must contact us when you become aware of potentially unethical or illegal practices by your team or others. Only demonstrating a clear commitment to this code and refusing to tolerate legal and ethical violations by others, will help us reach our goals. We cannot emphasize enough the importance of promptly speaking up if you see something that you believe is wrong.

Thank you for the service you provide AVANGRID, our affiliates, and our customers. As one of our suppliers, you continue to be an important part of our ongoing success. We truly value our shared commitment to conducting business with integrity, honesty and compliance with the law.

Pedro Azagra Blázquez
Chief Executive Officer, AVANGRID



HEALTH & SAFETY

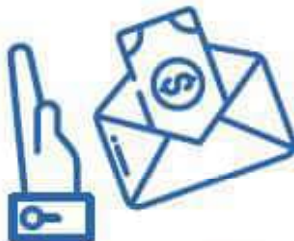
Above all, AVANGRID is committed to the health, safety and well-being of all our employees, contractors and members of the public. The goods and services you provide must meet the ethical and legal standards described in this Code. This includes knowing and fully complying with all applicable laws, rules and regulations. As an AVANGRID supplier, you are expected to provide and promote a safe and healthy working environment that supports accident prevention and minimizes risk to all individuals involved in the work that you undertake for us. Promoting a safe and healthy working environment must also include taking immediate action to address and reporting unsafe conditions; ensuring contract workers and subcontractors are trained and knowledgeable on safety guidelines and procedures; record retention rules; emergency preparedness and response; and ensuring contract workers and subcontractors are free from the effects of alcohol and illegal drugs.



avangrid.com > [sustainability](#) > [sustainability report](#)

ENVIRONMENTAL PROTECTION AND SUSTAINABILITY

AVANGRID is committed to protecting and conserving the environment for the benefit of all our stakeholders. We want our suppliers to have a similar level of environmental and sustainability commitment. We expect you to understand the environmental issues associated with the production of goods and services that you provide and abide by the letter and the spirit of all associated federal, state and local environmental laws, rules and regulations, including proper handling of all potentially hazardous or regulated materials. We also expect that you will commit to minimizing your production of hazardous air emissions through methods such as conservation and the use of clean and renewable energy sources.



AVANGRID maintains a zero tolerance approach to any type of bribery, fraud or corrupt practice.

ANTI-CORRUPTION AND BRIBERY

As our supplier, you and your affiliated entities are required to conduct business activities in compliance with all applicable laws, rules and regulations. AVANGRID maintains a zero tolerance approach to any type of bribery, fraud or corrupt practice. Consequently, as our suppliers, we require you not to engage in corruption, extortion, embezzlement or bribery to obtain an unfair or improper advantage or influence. You are required to abide with all applicable anti-corruption laws, rules and regulations. This includes the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions and not engaging in activities that would violate, or cause AVANGRID to violate, applicable international trade and export laws including regulations of the Office of Foreign Assets Control of the United States Department of Treasury.

AVANGRID expects you to have procedures in place to protect employees, agents and contractors who provide you with information on any unfair or inappropriate business activities. As an AVANGRID supplier, you may be asked to provide your internal policies and procedures related to the detection and prevention of corrupt practices.



FAIR COMPETITION

AVANGRID is committed to both the letter and spirit of fair competition and antitrust laws to ensure a free and open market. You are required to comply with all such laws and consult your own legal counsel. In addition, you must comply with our procedures designed to promote integrity and fair competition. Examples of prohibited conduct include (but are not limited to) agreements with a competitor to fix prices or other terms and conditions, to rig bids (such as in response to RFP), to unfairly use confidential information, or to divide or not compete in certain markets. You must conduct your business with integrity, avoiding misrepresentation of your products and services, and those of your competitors.

REGULATORY AND AFFILIATE REQUIREMENTS

Most of AVANGRID's businesses are subject to state and federal regulatory rules and laws. When working with AVANGRID and its affiliates, we expect you to understand and comply with the relevant regulatory requirements and rules. Our federal and state regulators have established clear rules that govern how transactions and information sharing can be undertaken between our state regulated

network business and our unregulated AVANGRID affiliates. These rules are documented in the respective Code of Conduct rules for each AVANGRID business, and you are expected to be aware of these and abide by them. It is your responsibility to ask your AVANGRID contact if you have questions or concerns regarding complying with these requirements.

CONFLICT MINERALS

AVANGRID supports the purpose of Section 1502 of the Dodd-Frank Act relating to conflict minerals (Conflict Minerals Rule). Conflict minerals include gold, tin, tungsten or tantalum originating from the Democratic Republic of the Congo, or an adjoining country, including recycled or scrap materials traceable to this region. We expect that you, as a supplier, have controls and policies in place to ensure that you are in compliance with the Conflict Minerals Rule and do not supply us products containing conflict minerals. If you believe that conflict minerals are contained within products supplied to us, you must investigate and disclose your findings to us regarding the origin of the suspected conflict mineral.





RESPECT FOR HUMAN RIGHTS

Respect for human rights is a fundamental value at AVANGRID. Our approach is guided by international human rights principles encompassed in the Universal Declaration of Human Rights, the International Labor Organization’s (“ILO”) Declaration on Fundamental Principles and Rights at Work, the United Nations Global Compact, the United Nations Guiding Principles on Business and Human Rights, and the Sustainable Development Goals (SDGs) approved by the member states of the United Nations.

Across the value chain, we are committed to respecting and protecting human rights. Therefore, you are expected as our supplier to comply with all applicable employment laws, rules and regulations, including state, federal and local laws and regulations regarding:

- Equal opportunity and non-discrimination
- Forced or compulsory labor (including slavery, use of prison labor and human trafficking)
- Child labor, including minimum hiring age limits
- Freedom of association and collective bargaining
- Fair remuneration
- Workplace harassment
- Working Hours and payment of wages, including minimum wages, overtime and social security benefits
- Health & Safety
- Whistleblower protections

Additionally, we also expect you to:

- Refrain from discriminatory practices and protect the rights of ethnic minorities and indigenous peoples in the countries where you do business.
- Demonstrate courtesy, honesty, and respect for others in your dealings with AVANGRID employees, agents and other contractors. AVANGRID will not tolerate behavior that might discriminate, intimidate, harass, disrupt or interfere with anyone performing work on our behalf.

USE OF AVANGRID’S ASSETS

You must use AVANGRID assets for the purpose for which they were provided, complying at the same time with all contractual terms and environmental, health and safety laws and regulations. You may not use, reproduce, access, modify, download, distribute, copy or retain any works, trademarks, patents or other intellectual property belonging to or created for AVANGRID. You must comply with all information protection, data security and privacy laws in connection with your work for AVANGRID. You may not use information or data obtained in connection with your work AVANGRID to trade the securities of AVANGRID or our affiliates.

CONFLICTS OF INTEREST

As an AVANGRID supplier, you must avoid actual or potential conflicts of interest with AVANGRID and its affiliates. Generally speaking, a conflict of interest is a situation where your personal interests, as a supplier, could directly or indirectly conflict with



the best interests of AVANGRID or its affiliates. This includes having:

- a significant financial interest in another company in our industry, such as a competitor
- a family member or other close personal relative working for AVANGRID or its affiliates
- having access to AVANGRID's proprietary information while contracting with competitors

Should an actual or potential conflict of interest arise, you are expected to immediately disclose it to your AVANGRID contact.

GIFTS AND HOSPITALITY

As a supplier, you should not offer or give gifts or hospitality to AVANGRID employees that would violate our Code of Business Conduct and Ethics. AVANGRID generally permits limited gifts and hospitality that will not create an appearance of obligation or favoritism. Our employees must also disclose offers of gifts and entertainment valued at more than \$100 through our Gift Registry. You may contact our Corporate Compliance department at corporatecompliance@avangrid.com for guidance.

REPORTING CONCERNS

No code, however comprehensive, can anticipate and address every ethical situation you may encounter when working with AVANGRID and its affiliates. This Code must be complemented by your good judgment and common sense. Situations will arise where you need clarification or more information to make the right decision. You are

responsible for recognizing these situations and acting accordingly, including informing AVANGRID.

AVANGRID's Chief Compliance Officer is authorized to interpret this Code and its requirements, including any amendment or waiver.

There are many methods for you to raise concerns, questions or non-compliance matters, including speaking directly with your AVANGRID contact. AVANGRID also operates an Ethics and Compliance helpline where you have the option to report matters anonymously, if you choose.

AVANGRID ETHICSPPOINT HELPLINE

AVANGRID has a strict non-retaliation policy for individuals who report concerns in good faith. Punishment, penalties and all other forms of retaliatory action against individuals for reporting an ethical or compliance concern in good faith are strictly prohibited.

Every report made to the Helpline is taken very seriously. The Helpline is for all AVANGRID suppliers.



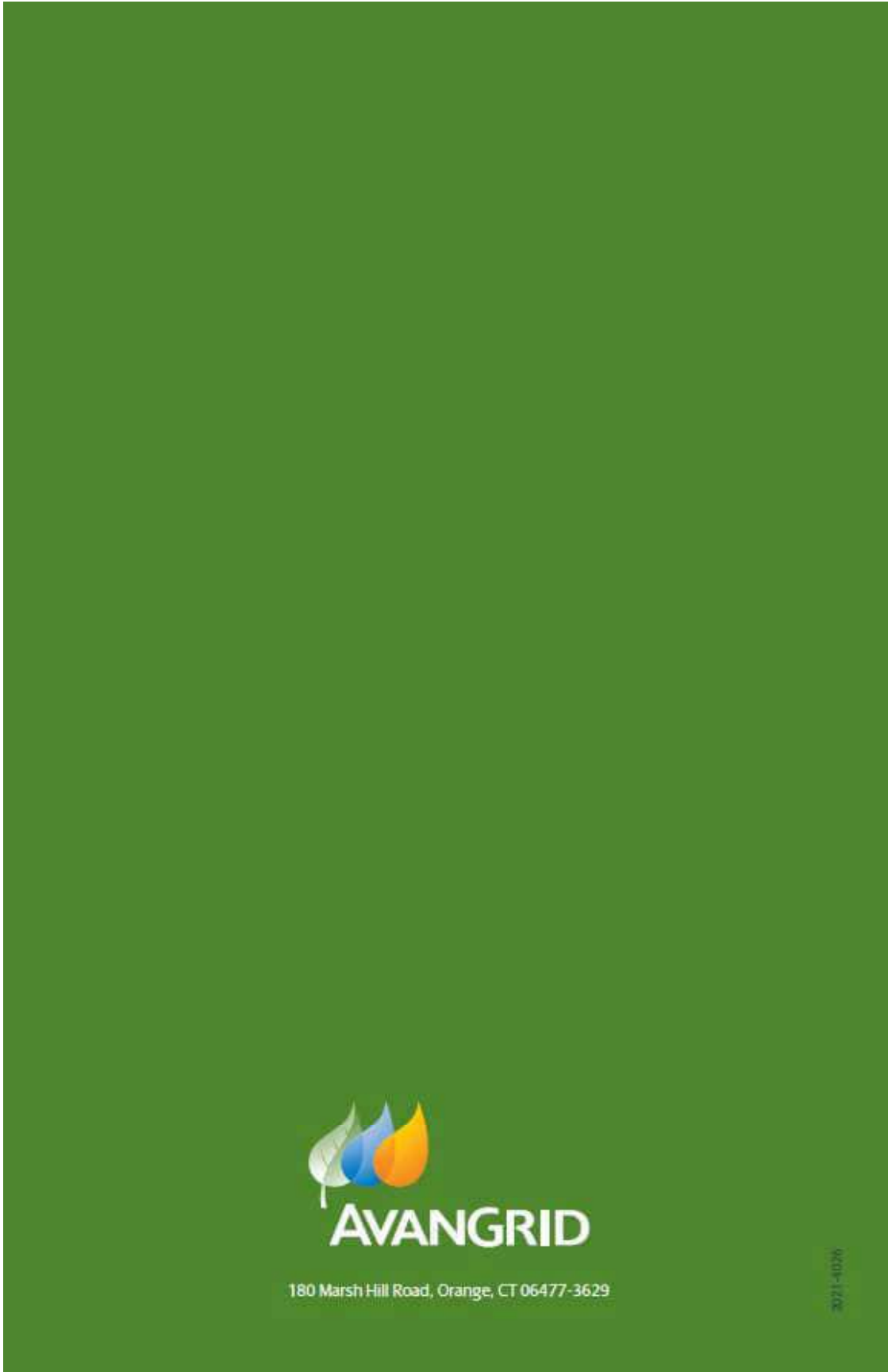
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