



MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the “Agreement”) is made this April 14, 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] with 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 States of New York, Maine, Connecticut, or Massachusetts.



- (c) “Company” shall mean the company(ies) specified in *Schedule A*, attached hereto and made part hereof.
- (d) “Company Department” shall mean the business unit in AVANGRID that coordinates and manages this Agreement
- (e) “Contract Price” shall mean, the total amount paid and payable by the Company to the Supplier for the performance of the Services under this Agreement for each applicable Purchase Order.
- (f) “Day” shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State of New York, Maine, Connecticut, and Massachusetts.
- (g) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (h) “Industry Standards” - Any of the practices, methods, standards and acts engaged in, or approved by, a significant portion of the independent power industry for the engineering, procurement, construction and maintenance of services similar nature to the Project and located in the United States that, at a particular time, in the exercise of prudent and reasonable judgment by those experienced in the industry, in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, health, safety and expedition. “Industry Standards” are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods and acts generally accepted in the United States, having due regard for, among other things, manufacturers’ warranties, contractual obligations, the requirements or guidance of any Governmental Authority, Applicable Law, applicable NERC reliability requirements and the requirements of applicable insurance policies.
- (i) “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” shall mean the services specified in each Purchase Order.
- (k) “Project Completion Date,” means the date in which the Project is fully realized to the satisfaction of the Customer and applicable Company(ies).
- (l) “Purchase Order” shall mean a purchase order issued by Company or a Company(ies) in accordance with this Agreement.

- (m) “RFP” shall mean a request for proposal for all or a portion of the Services by Customer or the Company.
- (n) “Scope of Work shall mean the services described in **Schedule B**, attached hereto and made part hereof.
- (o) “Services” shall mean the services and/or related materials described in **Schedule B**, attached hereto and made part hereof.
- (p) “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.
- (q) “Supplement” is a written Purchase Order Supplement, signed by the Customer 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 the Schedule.
- (r) “Term” shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (s) “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 Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

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 will be incorporated as **Schedule D** of the Agreement and Supplier warrants will be calculated in accordance with the pricing terms set forth in **Schedule D**, attached hereto and made part hereof.

(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) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, 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. Customer or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time upon written notice, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms herein.

(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.

(c) Supplier further acknowledges that each Purchase Order processed in accordance with this Article 2 and issued to Supplier by Customer, or a Company, 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 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 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: (i) any proposal issued by Supplier hereunder, and/or (ii) 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.

3.2 (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in ***Schedule D*** that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by Customer or any Company(ies) during the relevant time period.

(b) Within thirty (30) days following each anniversary of the Effective Date of this Agreement, Supplier shall forward to Customer a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Purchase Orders for Services executed by the Company(ies) with the Supplier during the preceding calendar year. Customer shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to Customer the undisputed portion of any rebates or refunds due the Company(ies) under executed Purchase Orders for Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of Customer and Company(ies), and (ii) the thirty (30) day period referenced in the immediately preceding sentence.

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) Supplier covenants not to sue Customer or any other Company(ies) except the Company issuing the Purchase Order, for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (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, managers, directors, members, partners, 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 of the Supplier and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Agreement shall remain in effect until terminated according to Section 5.2(b) below.

5.2 (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Article 27 of ***Schedule C*** to 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 completed 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 been completed 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. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, and any such assignment or attempted assignment without such consent shall be null and void, except that Customer may assign this Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.

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

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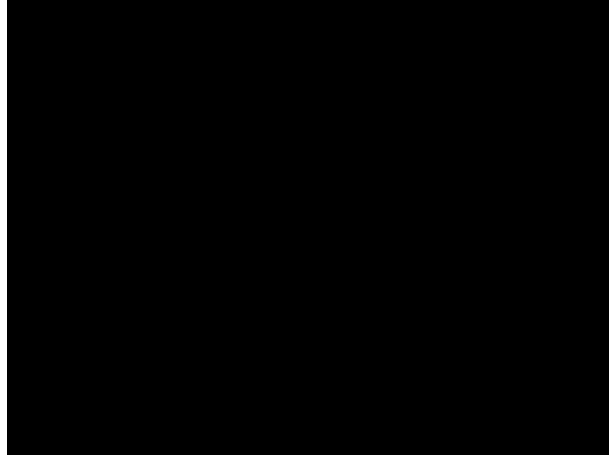
Signature

Andrea Vanluling

Print Name

VP Controller - Networks

Title



Avangrid Service Company

Catherine Stempien

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Signature

Catherine Stempien

Print Name

President & CEO, Avangrid Networks

Title

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: Security Requirements
Schedule I: Background Check Requirements
Schedule J: Avangrid Networks Safety Guide

SCHEDULE A Companies

Central Maine Power Company
Augusta General Office
83 Edison Drive, Augusta, Maine 04336

New York State Electric & Gas Corporation
89 East Avenue
Rochester, New York 14649

Rochester Gas and Electric Corporation
89 East Avenue
Rochester, New York 14649

The Berkshire Gas Company
115 Cheshire Road
Pittsfield, MA 01201

Maine Natural Gas Corporation
4 Industrial Parkway
Brunswick, ME 04011

UIL Holdings Corp.
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
Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

SCG LNG
775 Oronoque Rd, Milford, CT 06461

Connecticut Natural Gas Corporation
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

SCOPE OF SERVICES

Services (e.g., architectural, civil, mechanical, and electrical design, fabrication, permitting, construction, and environmental efforts) are provided here to support critical AVANGRID Operations Technologies / Operational Smart Grids (OT/ OSG) communication network infrastructure (e.g., AMI, WiMAX, microwave radio networks, fiber optic networks, RF networks including AMI, IP-based networks, Land Mobile Radio networks, DWDM and MPLS networks, PLTE, SCADA, Distribution and Substation Automation, vertical infrastructure sites, underground facilities, shelters, compounds, raw field locations, buildings, distribution right of ways) build-out and maintenance per AVANGRID and regulatory requirements at AVANGRID operating companies in Connecticut (UI, CNG, BNG, SCG), Maine (CMP), and New York (RG&E and NYSEG).

Additional support is required for: inventory control, delivery and coordination, warehousing operations, material return coordination, vertical infrastructure (build, attachment placement, and modifications), compounds and shelters, distribution pole lines and right of ways, pole mounted AC and DC powered devices, underground and vertical build construction activities, provisioning, coordination, deployment, materials handling, RF equipment deployments, environmental evaluations, permitting adherence, construction activities, installation services, troubleshooting and maintenance, firmware upgrades, software upgrades, test and turn up, documentation and all necessary related sub project efforts, i.e. admin support, legal and regulatory support, meeting attendance, field coordination, required equipment, test and measurement activities, and personnel to support all OT/OSG infrastructure expansion activities.

The assets will be located on both AVANGRID owned and third party leased sites(e.g., tower sites, buildings, rights of way, distribution poles, service centers, parking lots, pole yards, substation parcels, trailers, on and off-road vehicles,, third party communication sites, raw land sites, and to be determined sites throughout the AVANGRID service areas).

Other specified services that may be required if deemed necessary by AVANGRID:

- Site Survey. Site visit to the facilities to define the details of the solution, take the necessary measurements, and take the necessary preventive measures in the service provided.
- Services for installation and modification of auxiliary elements. It refers to the anchoring and powering of cabinets, grounding, cabling between cabinets, adaptation of trays, etc.
- Services for equipment installation. It refers to the preparation of the equipment or its components (cards, etc.), fixing/mounting them in the cabinet, and power wiring as well as telecom wiring (optical or electrical) to the path panels. In this service and in the item associated with the installation will be included:
 - Reception and storage of the material to be integrated. AVANGRID will send the material to be integrated to the warehouse of the Supplier, which will subsequently verify that it is correct and does not present defects (water leaks, blows, etc.). AVANGRID may also request the Supplier to collect the material from AVANGRID's own warehouses.

- Racking of equipment, and if applicable, racking of patch panels and cable organizers.
- Cable laying, and connection of redundant power supply from the device to the 48VDC Power Distribution Unit (PDU). Ferrules must be assembled at the end of the cable laid up to the terminals of the -48VDC PDU. The section of the cable will be defined on site survey.
- Installation of line or customer cards with their corresponding transceivers in the slots defined by AVANGRID.
- Installation of software / firmware approved by AVANGRID.
- Supply, installation and labeling of internal wiring between cards according to AVANGRID standard. Only cables to be laid within the same rack are included.
- Supply, installation and labeling of customer port cabling to the optical patch panel of the same rack according to AVANGRID standard.
- Equipment configuration according to drawings or configuration files provided by AVANGRID.
- Measurement of power consumption of the equipment.
- Services for equipment expansion and modification. It refers to the insertion of new cards in existing nodes, wiring of the power and / or optical interfaces to the PDUs, patch panels, etc.
- Maintenance services. Specifically, preventive and corrective maintenance of installed equipment, including aspects such as taking measurements, analysis, diagnosis, and correction of the fault. Disassembly and removal of equipment and transport of hazardous material to Authorized Treatment Centers.
- Accompaniment of third-party companies to AVANGRID facilities.

The service provision conditions assume that:

- The Supplier shall have the knowledge and instrumentation necessary to carry out all the tasks defined in this specification. Regarding instrumentation, the Supplier shall provide its strategy regarding the availability of instrumentation, as well as its list, including location, brand, model, and calibration certificates.
- The Supplier shall undertake to install, configure, and commission the equipment required in every case included in the technological groups to which it is tendered.
- The commissioning shall be only considered completed when AVANGRID OT/OSG validates and, upon acceptance, integrates each service element in the network. Contractor shall deliver all the measures associated with the circuit (RS-232/ E0 / T1 / T3 / OC-3 / OC-12 / FEth / GbEth / FC / etc.) or element in question, and provide all the necessary documentation to certify that the execution of the service has been carried out correctly (reports, photographs, acceptance documents, etc.).

Regarding the material, it is assumed that:

- The main equipment and materials will always be provided by AVANGRID.
- The small material (flanges, labels, terminals, etc.) shall be included in the service.
- The cable (Ethernet, fiber optic and power) necessary for equipment commissioning, and which is installed inside the equipment cabinet, shall be included in the price of the service.
- The cabling between cabinets will be quoted and paid for with the reference prices included in Annex V, in addition to the standard service.

Network Deployment, Operation and Maintenance

Deployment consists of complete successful installation, commissioning, testing, and migration, functional and operational hand off to AVANGRID OT/OSG of all System and subsystem network elements. All anticipated designed criteria must be met before acceptance will occur for any deployment activities. Evidence must be provided in documented form, handed over and approved as complete by AVANGRID OT/OSG. Final documentation submission in required format of all-inclusive efforts is required for the final acceptance of deployment activities and invoicing approvals.

Supplier shall pick up AVANGRID materials and equipment from AVANGRID warehouses or facilities and/or store the materials necessary for network deployment.

In order to minimize travel, Supplier shall safeguard material owned by AVANGRID. The Supplier must provide AVANGRID unencumbered access to equipment stored at their locations. The Supplier must detail where the AVANGRID material will be stored. It must be indicated upfront if there are costs associated with material custody. The Supplier must provide details of systems and procedures that guarantee the safe storage of AVANGRID equipment. Supplier must indicate how they will track their inventory and exchange information with AVANGRID in a secure way. If an inventory management tool is used, Supplier must indicate whether these tools have associated costs (licenses, etc.).

In the case of providing the material logistics service for AVANGRID, the existing insurances that cover the value of the equipment deposited by AVANGRID as well as their characteristics, must be detailed.

Maintenance (e.g., corrective, preventative, requested, scheduled), planned or unplanned, includes work efforts to maintain optimized operational functionality, preventing equipment failures or performance related issues that will contribute to loss of functionality, outages, or further repair efforts. Corrective maintenance and repair efforts are restorative efforts for equipment or ancillary devices that have been determined as problematic resulting in a loss of operational functionality. All maintenance efforts shall pertain to all network or System elements, hardware, software, firmware, power, physical and logical connections, and inclusive of environmental control elements (e.g., fans, HVAC, alarms, physical housing including enclosures and shelters). Supplier must provide certified communication specialist capable of all facets of installation, repair, troubleshooting, and maintenance. Supplier must have direct manufacturer 24/7/365 support agreements in place prior to execution of this Agreement.

Execution

AVANGRID and Supplier will establish an agreed-upon process for notifying the work that is required to be performed by the Supplier, whether or not the work is scheduled or unscheduled, and whether or not after-hours work is required.

Access

Access to sites shall be granted by AVANGRID once the Supplier and its "Contractor Representatives" have completed all required trainings and certifications. Access to facilities are assumed to be during normal business hours 7 AM to 5 PM (M – F) unless otherwise notified. After-hours work may be necessary and must be coordinated and scheduled with AVANGRID. For certain services and activities, additional work hours may be necessary.

PRICING UNITS

Unitized work is "all inclusive" for all deliverables. It is expected that the Supplier will provide a mobile workforce to address daily routine installation services and maintenance issues. A mobilization crew will handle all maintenance efforts and be available to assist with install efforts. It is critical that the Supplier not remove resources from an installation or construction project for maintenance support. Schedules and responses will be adhered to.

Each activity must be completed in compliance with AVANGRID and National (IEEE/ANSI/ACI) standards as well as local, state, and federal law requirements and guidelines. These include all necessary preparations for civil, environmental, aeronautical, and all required preliminary investigations and authorization.

Invoicing against Purchase Order(s) on the agreement will occur on a completion of the required deliverables at the end of the month. All work efforts must result in a fully deployed, tested, accepted, functional, and operational end state, complete with close out documentation as specified, transfer of all related files in requested format as required, prior to invoicing for closeout of site specific, nodal element, or link specific efforts. No partial or limited installations, repairs, or deployments will be accepted or allowed. A "System" is defined as the equipment, software, incidental hardware and materials, that are combined into an integrated fashion; the System is described by means of an Engineering document, or other technical and implementation documents for deployment, installation, construction, integration, maintenance or service by AVANGRID. AVANGRID or its designated representative(s) must fully approve documentation for completeness and accuracy. There are no assumptions to be made as to acceptance of work performed. Invoicing will not be authorized until review and sign off is completed by AVANGRID or its designated representative(s).

Commencement of any Project under this agreement is not to occur until a Purchase Order has been released specific to that project. Any additional work requested by AVANGRID that is not identified in a Purchase Order must be approved AVANGRID OT/OSG.

AVANGRID knows that some units will be utilized more than others. We have created the number of units expected based on our organizational projections, real-time requirements and historical data based on the past three years activity. All numbers of units are not a guaranteed number but an estimation of the work. Our goal is to give the supplier the ability to provide unit pricing based on projected volume. It is our intent to work with the Supplier to supply a month by month service delivery schedule.

The hourly wage tab on of the pricing sheet is to be referenced if AVANGRID needs additional work completed on a case by case basis where an hourly wage can be applied. A proposed statement of work utilizing the hourly wage rate for work must be requested by AVANGRID in order to utilize this portion of the pricing. There is always a possibility that our unit descriptions do not cover a potential need, therefore having the hourly wage and this SOW will allow us to cover work outside the units.

Each AVANGRID OT/OSG unit includes:

Administration, Supervision, Management, mobilization, and all Supplier related internal Engineering services required by Supplier for site specific work.

Device, element, enclosure, rack, preparation

As-Built Documentation for two sets of both Engineering and Field drawings (any changes/errors noted in the field will be properly marked in red/green format on the prints), including hard and soft copies as required.

Delay factors (including weather or special mobilization requirements)

Environmental Compliance*

Estimating, Field Planning, Site Surveying, and make ready requirements including meeting grounding requirements

Fuel (Gas, Diesel, Propane, Other)

General Traffic & Pedestrian Protection

Tools and equipment required to complete each task

All labor should be qualified or certified as appropriate to task

Local, County, State, Interstate, Federal, Road Permit when required

Miscellaneous consumable materials

AVANGRID Health and Safety Compliance

Setting up working grounds, work zone safety compliance setups

Spoils Removal unless spoils are determined to be contaminated

Travel

Work Area Protection i.e. flagging and traffic control

Deliverable for all work efforts must include devices constructed, installed, or maintained in place under optimal operating conditions: the installation, integration, or maintenance of the System is defined as the sum of all elements at the level for which a System is designed, engineered, and adjusted for optimal performance in accordance with the System specific specifications, including, without limitation any applicable manufacturers', AVANGRID's, or industry published standards and specifications.

Routine travel, travel within 100-mile radius of AVANGRID or Supplier provided dispatch locations and/or AVANGRID facilities, is assumed to be included in unit pricing. Beyond 100 miles will require AVANGRID pre-approval of costs. Special access requirements are to be based on pre-negotiated rates and require AVANGRID approval. Given AVANGRID's large geographic area and potential travel delays inherent in the North East during the winter, Supplier is required during the term of contract to maintain strategic service locations used to achieve the desired response times.

Specialized vehicular equipment, in limited supply and located in strategic locations, (something other than a typical work truck or bucket) will have a routine travel radius of 200 miles. Beyond 200 miles will require AVANGRID pre-approval of costs. Special access requirements are to be based on pre-negotiated rates and require AVANGRID approval.

All work completed is expected to be delivered in a 100% correct state. The Contractor's internal quality procedures should be priced within the associated units. This might include things like point-to-point wiring checks, self-inspection, Coordinated site inspection with AVANGRID personnel, etc.

Auxiliary support equipment/devices are expected to be delivered to the company in an operational status. Final commissioning checks will be the responsibility of the Supplier unless otherwise specified to be completed by others, the company expects items like: Generators, Batteries, Power converter/inverter systems, HVAC, unit heaters, alarm systems, auxiliary and primary breakers, receptacles, lighting, etc. will be delivered in a confirmed/operational state and initial configuration and programming completed to do so.

Corrosion prevention and cleaning, power cable or connector cleaning or battery replacement services, miscellaneous materials to be supplied including anti corrosion solvent or oxidation prevention substances.

Cleaning, Polishing, Painting, and other cosmetic tasks to deliver a visually complete product shall be within the scope of work.

All work should be warrantied for no less than 12 months post acceptance.

Any worked deemed not acceptable to AVANGRID shall be corrected at no additional cost.

Grounding of all RJ45 connectors, shield / drain wires, armor cladding must be soldered on both ends.

Matting for rights-of-way will be provided by the Supplier, or added to the quote request if, and when, required by an environmental permit. Incidental matting (fiberglass or equivalent) for backyard/rear property access will be the responsibility of the Supplier. Any property damage is required to be repaired by the Supplier.

Supplier will provide all miscellaneous materials required to complete the work described in this SOW as outlined in Item 4 on the Notes & Guidance tab of Annex V of the RFP. Miscellaneous materials shall be supplied by the Contractor and the price for consumables shall be included in the associated unit's pricing.

SUPPLIER REQUIREMENTS

Supplier must identify subcontractors supplying technical or professional services to the Supplier. Supplier is solely responsible for all actions and qualifications of its subcontractors. Supplier must certify to Avangrid that use of the proposed subcontractor is NERC CIP compliant. Avangrid reserves the right to recommend, approve, or reject any proposed subcontractor.

Qualified Worker:

A person knowledgeable and competent (including equipment specific training, certifications, and qualifications) in the configuration, integration, construction, installation, operation,

troubleshooting, and maintenance of both electrically energized and AVANGRID OT/OSG communications equipment. Can also identify and mitigate any and all associated hazards.

Worker Qualification Assurance

In order to meet AVANGRID safety requirements, the Contractor must describe how his employees and subcontractor's employee are qualified. The Contractor must supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies. AVANGRID reserves the right to verify Contractor competency.

- The Contractor shall certify that:
 - The Contractor has been informed of AVANGRIDs safety requirements,
 - Employees and subcontractors have the appropriate qualifications to perform the work and,
 - The Contractor agrees to comply with all applicable safety requirements.

The certification shall be in the form of a "Letter of Assurance." The Supplier shall supply the background and qualifications for all management personnel through resumes, behavioral observations or other documents. AVANGRID shall have the right to interview and approve management personnel if considered necessary.

Health and Safety

Supplier is required to provide a Health & Safety Plan per activities and comply with **Schedule J [AVANGRID Networks Safety Guide]** of this Agreement. AVANGRID 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, Supplier shall properly protect such work as may be liable to sustain injury from any cause. Any health and safety incidents while performing work under an AVANGRID must be reported immediately to AVANGRID OT/OSG and the AVANGRID Environmental Health and Safety organization. Minimum contractor safety requirements include:

- All Contractors must follow the requirements for providing adherence to AVANGRID Health and Safety best practices and requirements, as well as their own company safety rules, policies and procedures. In the case of conflicting requirements, AVANGRID's requirements shall prevail.
- Each Contractor shall have a current written safety program and employee safety rules that comply with all regulatory requirements. In addition, each Contractor employee shall be familiar with the safety requirements for AVANGRID and is expected to abide by them. All Contractors and subcontractors' employees must be properly equipped and trained.
- Contractors shall communicate the required safety rules and regulations to their employees in a documented tailboard meeting prior to the start of the job. Contractors

- are responsible for interpreting these rules for nonEnglish speaking and readingimpaired employees. Contractors are responsible for informing all subcontractors of the safety rules and regulations set forth herein and in the contract terms and conditions. “Tailboard or like document is required to be onsite, in hardcopy, and available upon demand.
- Project Manager may supply Project Monitors which shall facilitate Contractor compliance with safety requirements by including this document into contract specifications.
 - For all projects specific safety issues exist and known site conditions require special precautions, a tailboard or pre-engagement meeting must be held. The purpose of the meeting is to emphasize the key safety requirements that apply to the project and offer the opportunity for workers to ask questions regarding job site conditions and worker protection issues. When necessary, an AVANGRID Environmental Health and Safety representative will participate to address safety-related issues such as known site hazards and anticipated personal protective equipment (PPE) requirements.
 - Contractors performing installation, construction and maintenance services in a high-hazard work environment are required to prepare and submit a Project Health & Safety Plan (e.g., as required under 29 CFR 1910.120 and 29 CFR 1926.65). Projects requiring a Health & Safety Plan will be identified as part of the contracting process. The Plan must address topics such as:
 1. Scope of work and planned activities
 2. Potential health and safety hazards
 3. Individual job functions and responsibilities
 4. Personal protective equipment and hazard mitigation strategies
 5. Emergency equipment and incident response procedures
 6. Exposure monitoring and control
 7. Training and medical surveillance requirements
 8. Standard operating procedures

Depending on the nature of the project, the Engineering Services Contractor may be required to have their Plan endorsed by a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP), and/or a licensed Professional Engineer (P.E.).

Special COVID 19 policies and social distancing requirements apply. All proposed Health and Safety plans must identify and propose mitigation efforts per AVANGRID or state level CDC guidance.

For all engineered projects, the Supplier must provide an agreed to safety procedures and controls for the installation and construction job site work efforts within the engineering package. The Installation, construction contracted Supplier representatives, key Contractor employees (i.e., designated on-site “Competent Person”), Affiliate Project Monitors, and Affiliate Health and Safety Representatives shall typically participate. The topics for discussion include:

1. Job site housekeeping practices
2. Storage of materials and tools

3. Restricted areas and evacuation plans
4. Safety inspection and exposure monitoring plans
5. Procedures for documented employee safety meetings and job briefs
6. Supplier's Subcontractor responsibilities
7. Hazardous chemicals and spill response procedures
8. Certification of Contractor employee qualifications
9. Site security and public protection
10. Emergency notification call lists and procedures

The orientation session is not intended to provide Supplier with training to meet regulatory, or health and safety compliance requirements.

Service Level Agreement

The contracted service will be controlled by parameters that measure its quality based on the type of service included in this SOW:

- Deployment of telecommunications network, understood as the construction, installation and commissioning of telecommunications equipment and infrastructures described in this specification.
- Maintenance Requests: Preventive and corrective action on the telecommunications network and related equipment.
- Troubleshooting, depending on their criticality:
 - High Priority. This type of incident is categorized when there is a great impact on telecommunications services – examples: loss of service to a Bulk Electric Substation, loss of service to substations served by AVANGRID's AMI networks (including AMI network devices impacting service located upstream of that substation), loss of service to an AVANGRID AMI network device with more than 5,000 meters associated, complete failure of a node of the IP / MPLS network, several access nodes without service or impact on AVANGRID's headquarters
 - Medium Priority. This type of incident is categorized when a service of a power installation or medium-sized office has been affected or loss of service to an AVANGRID AMI network device with between 1,000 and 5,000 meters associated
 - Low Priority. This type of incident is categorized when the service is degraded, but works correctly or when the affected service does not need to be repaired on the same day or loss of service to an AVANGRID AMI network device with less than 1,000 meters associated

Response time to new service requests	Acknowledgment Response	Response with planning and resource allocation	Resolution / Completion Time	Delivery of report after resolution
Deployment (construction, installation, and commissioning)	2 business days	4 business days	5 business days or as agreed upon w/ AVANGRID	5 business days
Maintenance service request	1 business day	4 days	5 business days or as agreed upon w/ AVANGRID	3 business days
High Priority Response Time	15 min	30 min	4 hours	1 business day
Medium Priority Response Time	30 min	1 hour	8 hours	2 business days
Low Priority Response Time	1 day	2 days	5 days	3 business days

The quality criteria for service requests associated with network deployments, preventive or corrective maintenance tasks, are established below:

Definitions:

- Resolution time. It is the window from when the problem is located and identified, until the service is recovered (possibly through the implementation of a temporary work around). In the case of Minor Failure, this parameter is counted from the reception of the response of the planning and allocation of resources.
- Delivery of report after resolution. It is the time window to deliver the report describing the actions carried out and, in the event of an outage, the initial analysis of what caused the failure.

Service Level Agreements for Deployment and Maintenance Tasks (no failure)

For a service request to be paid all work must be properly completed, documentation provided, and accepted by AVANGRID. As previously stated, Deployment consists of complete successful installation, commissioning, testing, and migration, functional and operational hand off to AVANGRID OSG Engineering of all System and subsystem network elements

If it is the assessment of AVANGRID that that a service request has not been successfully completed, payment will be withheld until the Supplier completes the work to AVANGRID's satisfaction. The payment of the same will be made, not as a penalty, with a service level agreement failure assessment of 10% of the amount.

In addition, service requests completed after the deadline due to causes attributable to the Supplier, will have a service level agreement failure assessment, not as a penalty, of 10%. This 10% may be additional to the service level agreement failure assessment of the previous paragraph.

Therefore, the maximum assessment for failure to meet service level agreement criteria applicable to each service request (which implies a reduction in the amount of the associated order) will be 20%.

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. The Customer assumes no 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 and the Agreement expressly provides that the responsibility is assumed by the Customer.

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 considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

ARTICLE 3 - REIMBURSABLE ITEMS

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

A. Fees

Supplier shall be paid at the rates per hour specified in ***Schedule D*** to the Agreement for time spent in the actual 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. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Customer.

(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

Except as otherwise specified in Schedule E [Special Conditions]:

(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, 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

Except as otherwise specified in Schedule E [Special Conditions]:

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.

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.

The following documentation must accompany each invoice:

(i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.

(ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.

(iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Customer review upon written request by Customer. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

(iv) 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.

A) Method of payment

All payments by Customer and/or Company will be made by bank transfer to the following bank account owned by the Supplier: 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. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

B) 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 Contract Price does not include sales/use taxes. Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services. 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

No changes in the Scope of Services are authorized unless made by Customer and sustained by written Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule. 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 changes in the Agreement will be made without a Supplement agreed by Customer and/or Company(ies). 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 fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.

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. 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, within 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. At all reasonable times, 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. 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 the Customer 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

In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

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. With the exception of staff augmentation engineering services required by Customer, where Supplier's personnel work out of Customer's offices under Customer's direction, 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 together with all materials for an evaluation by Customer's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer, which shall not be unreasonably withheld. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of all subcontracts shall be furnished to the applicable Customer contract management representative.

Supplier shall assign to Customer any subcontractor warranties applicable to the Services that extend beyond the applicable warranty period upon the expiration or termination of such warranty period. Contractor shall 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

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, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Avangrid Networks Contractor Safety Guide is attached hereto and made a part hereof, as ***Schedule J*** and shall apply to all work performed under this Agreement.

ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION

For the protection of workers and the public, 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.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in ***Schedule G***. 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, shareholders, managers, members, partners, agents, successors, permitted assigns, and all affiliated and subsidiary companies, corporations, trusts, partnerships, joint ventures (including joint venture partners), associated companies, associations, subsidiaries of the foregoing and individuals which are now or may hereafter be owned, controlled, operated, or directed by or a subsidiary to Customer (the "Indemnatee"), from and against any and all 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 Indemnatee 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 Indemnatee 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 Indemnatee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnatee's employees; and
 - iv. the Indemnatee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;
- 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 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 Indemnatee 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.

ARTICLE 20 – WARRANTY

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any Customer and applicable Company's technical documentation, standards, manuals and procedure or and other procedure specified in the RFP together with the specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's Services are faulty, the Supplier shall for a period of one (1) year after completion of Services, without labor charge and adders or other fee to Customer, promptly re-perform such Services to the extent necessary to correct the fault therein. 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 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Customer's inspection and approval before payment. Acceptance of Services hereunder by Customer does not relive Supplier from any of its obligations under this Agreement or any scope of work, and does not constitute waiver of any of the rights and remedies of Customer hereunder.

ARTICLE 22 - FORCE MAJEURE

For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party's performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), an increase in prices, a change in market demand, a change in law, pandemic, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier's compliance, or failure to comply, with Applicable Laws, Permits, or Governmental Authority-imposed measures. Force Majeure may include the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier's Personnel, Subcontractors and other employees of the Supplier; (d) ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such radiation or radio-activity; or, (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean conditions). Supplier shall have used its best 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. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall

promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than twenty (20) days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall furnish timely reports every five (5) Business Days during the continuation of each Force Majeure Event with respect thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than three (3) months, that shall entitle Customer to terminate the Agreement or Purchase Order, as the case may be.

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 execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Supplier's performance under the 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; (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, now, and for the duration of Supplier's performance under the Agreement; and (iv) such pandemic shall not render Supplier unable to fulfill any of its obligations under the Agreement, and Supplier shall not have any claim, action or cause of action against Customer in connection with such pandemic, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

ARTICLE 23 - TITLE AND LIENS

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Customer immediately upon delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Customer,

including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Customer, the Customer shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

ARTICLE 24 - PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. 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 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 and may be deemed a default.

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.

Without prejudice to other remedies that Customer may have under the Agreement or the law, if Supplier fails to meet the time schedule or other delivery date obligations set forth in the Agreement (the "Guaranteed Delivery Dates"), then Supplier shall pay to Customer as liquidated damages for such delay, and not as a penalty, the amounts set forth in the applicable Agreement, if any, for each day the delivery is late under the applicable Agreement (the "Liquidated Damages"). If the Agreement does not establish an amount, the amount of the Liquidated Damages shall be equal to one per cent (1%) of the Contract Price for each full calendar week's delay.

Such Delay Damages shall never exceed fifteen per cent (15%) of the Contract Price.

The Parties acknowledge and agree that because of the unique nature of the performance it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Customer as a result of Supplier's failure to meet the Guaranteed Delivery Dates under the applicable Agreement, Statement of Work, or applicable order. It is understood and agreed by the Parties that (i) Customer shall be disadvantaged by failure of Supplier to meet such obligations, (ii) it would be impracticable or extremely difficult to quantify the amount of Customer's damages resulting therefrom, and (iii) any Liquidated Damages payable under the applicable Agreement, Statement of Work, or applicable order are not a penalty, but instead represent a fair and reasonable estimate of damages for failure to meet Supplier's Guaranteed Delivery Dates.

In no event shall the payment of any Liquidated Damages excuse Supplier from performance of any of its other obligations under this Agreement or prejudice Customer's rights under the Agreement or Applicable Law.

Customer shall have the right to deduct any Liquidated Damages due from the payment of any pending invoices to Supplier.

ARTICLE 25 - EMERGENCIES

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Customer of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

ARTICLE 26 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Customer may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Customer's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 27 - TERMINATION

Customer may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Customer except as stated in this Article. Termination of a scope of work or a Purchase Order under this Article 27 does not terminate this Agreement unless expressly stated in the notice of termination. In full discharge of any obligations to Supplier with respect to this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services satisfactorily performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the ten (10) day notice period in order to

avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

- (i) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier shall file a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver shall be appointed for Supplier and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days.
- (ii) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.
- (iii) Supplier assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third party without the prior written consent of the Customer or Company(ies).
- (iv) Supplier (i) fails or refuses to comply with any applicable laws or regulatory or permitting requirements, and (ii) either (A) within five days after obtaining knowledge of such non-compliance does not commence steps to comply or is not in compliance with such requirements within a reasonable period of time thereafter, or (C) Company(ies) or the Customer faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.

In the event of such termination, the preceding paragraph of this Article shall not apply and Customer shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Customer may retain from any money otherwise due for Services rendered prior to termination an amount which Customer reasonably determines is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates that a cancellation for default is erroneous, the cancellation shall, at Customer's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly. The value of Services performed not in accordance with this Agreement shall be subject to audit, assessment and approval by Customer.

ARTICLE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 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 23 Title and Liens, 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 - FINAL PAYMENT

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Customer and when requested by Customer, Supplier's delivery of a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

ARTICLE 31 - ASSIGNMENT

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Customer. Any assignment made without such consent shall be void ab initio.

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 the Customer 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 whether furnished to or prepared by Supplier 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, (iii) be deemed to have

been prepared by Supplier for Customer on a work-made-for-hire basis, 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. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Customer without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

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

To the fullest extent permitted by law, Customer shall not be liable for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder, including lost profits or other business interruption damages, whether based in contract, warranty, tort, negligence, strict liability, or otherwise, and whether suffered by Supplier or by any of its subcontractors, under or in respect to this Agreement or for any failure or performance related to this Agreement howsoever caused. Any damages expressly permitted under Article 24 re: liquidated damages and/or *Schedule E*, as applicable are not deemed to be consequential damages under this Article 37.

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.

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

To the extent, 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 - SURETY BOND

The Company shall have the right, at all times, to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article 27. The Company shall be entitled to approve the amount, form, premium cost, and surety Company issuing such surety bond.

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 the work or the premises, 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 - PERFORMANCE MONITORING

Customer will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Customer's review. The Customer's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Customer will continuously monitor the Supplier's

performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement. Supplier warrants that it will pass on to Customer in the form of price reductions fifty (50) percent of Supplier's cost savings made possible by process improvements, reductions in material costs and the like. Supplier likewise will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Customer. Supplier has specifically identified target cost reductions of two (2) % beyond the prices shown in ***Schedule D*** for the initial term, and agrees to work diligently with Customer personnel toward attainment of this objective. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as other competitors in its industry, and to offer the price and performance benefits of those improvements to Customer, as soon as they become available.

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*** and made a part hereof, which includes, without limitation, the following Annexes thereto:

- a) Annex 1 the "Cyber Insurance Rider"
- b) Annex 2 the "Third Party Lite Assessment"
- c) Annex 3 - Annex 11 the "CIP 13 Supplier Risks 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") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the Avangrid website (www.Avangrid.com).

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] for construction) 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, Customer may terminate this Agreement.

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.

Category	Tab	Unit	Description	# of Units	Unit Price	Total Price
<div></div>						\$ 55,440.00
						\$ 180,180.00
						\$ 509,950.00
						\$ 95,040.00
						\$ 110,880.00
						\$ 2,376.00
						\$ 35,000.00
						\$ 76,650.00
						\$ 1,050.00
						\$ 80,500.00
						\$ 11,088.00
						\$ 75,000.00
						\$ 375,000.00
						\$ 175,000.00
						\$ 87,500.00

SCHEDULE E Special Conditions

Travel Expenses –ARTICLE 3 of Schedule C

Routine travel, travel within 100-mile radius of company provided dispatch locations and or AVANGRID facilities, is assumed to be included in unit pricing. Beyond 100 miles will required AVANGRID pre-approval of costs. Special access requirements are to be based on pre-negotiated rates and require AVANGRID approval. Given AVANGRID's large geographic area and potential travel delays inherent in the North East during the winter, vendor is required during the term of contract to maintain strategic service locations used to achieve the desired response times.

Specialized vehicular equipment, in limited supply and located in strategic locations, (something other than a typical work truck or bucket) will have a routine travel radius of 200 miles. Beyond 200 miles will require AVANGRID pre-approval of costs. Special access requirements are to be based on pre-negotiated rates and require AVANGRID approval.

Payment Terms – ARTICLE 4 - Schedule C – Payment Terms

Invoices shall be sent to AVANGRID for all services provided under the Purchase Order and subsequent installation, construction and maintenance agreement as services are performed to the satisfaction of AVANGRID. All invoices submitted by the vendor must be approved by AVANGRID project manager and PMO prior to payment. If there is a discrepancy AVANGRID will request a meeting to determine the outcome. Each vendor will be provided one or more Purchase Order numbers to bill against.

Invoicing Requirements

It is imperative that these invoices are comprehensive, timely and correct. Invoices shall be in compliance with the unit pricing structure and shall apply to the corrective maintenance ticket, preventive maintenance work, installation work, construction, monthly service charges or time and material work with the date of completion of the service, site information and scope of work descriptions clearly indicated for the invoice confirmation. Complete and correct invoices must be obtained within 30 days of the date of completion of the service.

Special attention must be given to the year-end closing processes to allow AVANGRID to conduct all completed work that has not yet been invoiced. In this situation, it is expected that the Supplier will provide year-end estimates by the close of the second week of November and make their best effort to send all invoices as soon as possible and to include accrual cost estimates for those left outstanding.

Invoices shall be sent to AVANGRID for all services provided under the Purchase Order and subsequent engineering agreement as services are performed to the satisfaction of AVANGRID. It is imperative that these invoices are comprehensive, timely and correct. Invoices shall be structured to reference the unit pricing and comply with unit pricing framework.

In addition, in cases of non-compliance, the SLAs agreed in the contract shall be applied. These may be deducted from the payment due from the corresponding month.

The 24x7 attention services will allow Avangrid to make monthly requests to the awarded Supplier for all service requests made to the Supplier company. Avangrid expects the successful Supplier to carry out a diligent and proactive billing for the services provided.

Non-Routine Work

Non-routine work items not possible to be covered through units of work must be quoted by the Supplier prior to any work activity. Supplier must provide justification for non-routine work activities. All Non-Routine work items must be pre-approved by AVANGRID.

Performance Measurements

Periodically, Customer may require Review Meetings to discuss supplier performance. Topics of discussion may include, but are not limited to: lead-time, order accuracy, pricing, quality and customer service. Unsatisfactory performance may result in the development of a Supplier performance improvement plan.

Training

Where applicable, Supplier shall provide or receive annual or ad-hoc (e.g., to familiarize Supplier with AVANGRID's specific AMI network operations in order for Supplier to meet "CONTRACTING REQUIREMENTS (Service Level Agreement)" section of this Agreement) on-site training, at no additional cost. Supplier shall provide training at each Company location.

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.

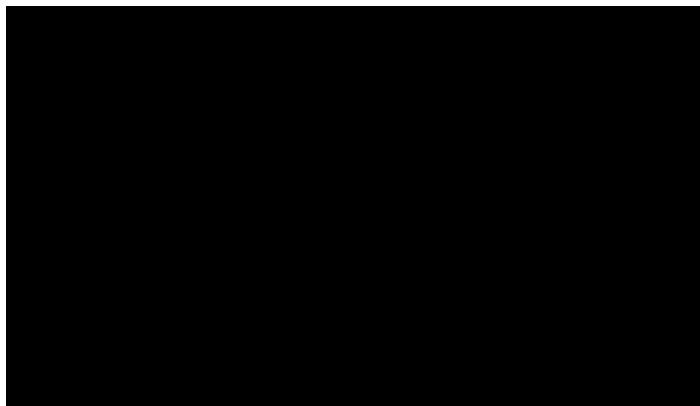
All communications to **Customer** shall be directed to:

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

With Copy To :
Avangrid Service Company
Smart Grids Project Management
1300 Scottsville Road
Rochester, NY 14649
Attention: Steve Amato
Email: stephen.amato@avangrid.com

All communications to [REDACTED] shall be directed to:

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



SCHEDULE G Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for 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.

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" and a policyholder surplus of at least \$25,000,000.
- 2) have defense costs outside of the limits of liability;
- 3) add Customer and its Affiliates as additional insureds except of any required professional liability coverage, which shall name Customer and its Affiliates as indemnified parties;
- 4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
- 5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
- 6) notify Customer of any reduction in the aggregate policy limits;
- 7) contain a breach of warranty clause;
- 8) be primary and non-contributory with respect to Customer and its Affiliates;
- 9) contain a waiver of subrogation in favor of Customer and its Affiliates;
- 10) contain a separation of insureds clause;
- 11) contain a terrorism provision; and
- 12) contain a choice of law provision which states that the policy shall be governed by the State in which the Services are being performed.

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

Policy Information Page Requirements:

Item 1 – First Named Insured and Other Named Insureds

Item 3.A. – State(s) of Operations

Item 3.C. – All Other States Except Monopolistic States

Endorsements;

Voluntary Compensation – WC 00 03 11 A

Alternate Employer – WC 00 03 01 A

FELA – If any basis

Maritime – If any basis

USL&H – If any basis

2) Automobile Liability

Combined Single Limit - \$5,000,000 (limits in excess of \$1M can be satisfied by umbrella/excess coverage)

Uninsured/Underinsured – Minimum allowed by State law

Hired/Non-owned liability - \$5,000,000

Symbol – 1

Endorsements:

Employees as Insureds

Fellow Employee Coverage

MCS 90

CA 9948

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

Endorsements:

Contractual Liability Amendment

Explosion, Collapse, Underground Coverage

Independent Contractors Coverage

Broad Form Property Damage
No Punitive or Exemplary Damages Exclusion
No Subsidence Exclusion

- 4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide Coverage
Per Occurrence - \$5,000,000
General Aggregate - \$5,000,000
Products/Completed Operations - \$5,000,000
Personal & Advertising Injury - \$5,000,000

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

- 5) Contractor's Pollution Liability
Per Occurrence - \$5,000,000
Policy Aggregate - \$5,000,000

Coverage:

Environmental Impairment Liability
Bodily Injury, sickness, disease, mental anguish or shock sustained by any person, including death and mental anguish
Property Damage including physical injury or destruction of tangible property including resulting loss of use, clean-up costs, and loss of use of tangible property that has not been physically injured or destroyed
Disposal site coverage and transportation extensions
Underground storage tanks
Loss, remediation, clean-up costs and related legal expenses
Sudden and non-sudden pollution conditions
No exclusion for loss occurring over water including but not limited to a navigable waterway

Endorsements:

Extended Completed Operations – 10 years

- 6) Professional Liability:
Per Claim - \$5,000,000
Policy Aggregate - \$5,000,000
Mitigation of Loss/Rectification - \$5,000,000

Coverage:

Extended Reporting Period – 120 months
Retroactive Date – Date of first design
No Exclusion for environmental impairment liability
No Exclusion for punitive damages to the extent insurable

SCHEDULE H Security Requirements

Annex I – Data Security Requirements

(Please see separate document)

Annex II – Third Party Lite Assessment

(Please see separate document)

Annex III – Annex 11 (the “CIP 13 Supplier Risks Requirements”)

(Please see separate document)

SCHEDULE I Contractor Background Check Requirements

Domestic Background Checks

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

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

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the

Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Foreign Background Checks

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

NERC CIP Access. If applicable (i.e., when IUSA determines that the Contractor engagement is such that compliance with NERC CIP Standards is required), the background check needs to include an identity verification and 7-year criminal history check as more particularly set forth below.

- For someone who has resided and/or worked outside of Spain in the last 7 years, the contractor should perform an International Background Check to show the absence or existence of a criminal record. International background checks should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as address and identity verification
- For someone who has resided and worked only in Spain for the last 7 years, their passport and recent Criminal Record Certificate from the Spanish Ministry of Justice is sufficient (assuming it shows the absence of a criminal record).
- Due to EU privacy rules, the Criminal Record Certificate can only be supplied to the applicant after proof of identify. The Certificate certifies the absence or existence of a criminal record. If the applicant is not willing to obtain and provide the Certificate, an International Background Check should be conducted.

Non CIP Access. To comply, the background check needs to include the following:

- For someone who has resided and/or worked outside of Spain in the last 7 years, the vendor should include identity verification and perform an **International Background Check** to show the absence or existence of a criminal record. The international background check should verify known data such as employment, education, criminal and civil records, travel and immigration records, as well as identity.
- For someone who has resided and worked only in Spain for the last 7 years, a **certificate duly signed** by the vendor is sufficient if it states that its employee(s) assigned to work for Customer (i) are duly affiliated to the Spanish Social Security and (ii) have the necessary academic and professional experience.

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

Contractor Certification Form

The undersigned agent of [REDACTED] [REDACTED] certifies that the employees, contractors, or subcontractors listed below meet the requirements agreed to.

It is the responsibility of the vendor to notify Customer of all personnel changes to include additions as well as voluntary or involuntary terminations. Additions and voluntary terminations are to be communicated within seven (7) calendar days and involuntary terminations must be communicated immediately.

Employee Name	Employer	Date of Last Background Check

Further, I attest that the employees, contractors, or subcontractors listed above working for Customer are in good standing and have been in good standing since their last background check.

Schedule J: Avangrid Networks Safety Guide

(see separate document)