



MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the “Agreement”) is made April 1, 2020 by and between **New York State Electric & Gas Corporation**, a New York corporation with offices located at 89 East Avenue, Rochester, NY 14649 (hereinafter, “Customer”) and [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

Customer is authorized to assist the utility operating Customer 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

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 subsidiaries of Customer in accordance with the terms and conditions of this Agreement; and

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) “Company” shall mean the Company specified in *Schedule A*, attached hereto and made part hereof.

- (c) “RFP” shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) “Services” shall mean the services described in **Schedule B**, attached hereto and made part hereof.
- (e) “Terms and Conditions” shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, the form of which is set forth in **Schedule C**, attached hereto and made part hereof.
- (f) “Purchase Order” shall mean a purchase order issued by Company or a Company in accordance with this Master Agreement.
- (g) The “Effective Date” shall mean the date of Execution of this Master Agreement.
- (h) “Term” shall mean the term of this Master Agreement, as extended or terminated early in accordance with this Master Agreement.
- (i) “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.

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) 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 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, the 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) to the Supplier at the address specified in Section 6.1, 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 RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term of this Master Agreement. Customer or the Company(ies) requesting Services may terminate a Purchase Order or RFP for such Services at any time, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

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

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

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;
- (iii) The Scope of Services document attached hereto as **Schedule B**, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) 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), and (iv), 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 Master 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.
- 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 Master 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 Master 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), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and

(d) Supplier shall hold Customer and the other Company(ies) and their respective employees, agents, officers, shareholders, and directors 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 Company(ies) and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Master Agreement shall remain in effect until terminated according to section 5.2 below.

5.2 (a) Customer may terminate this Master Agreement at any time and for any or no reason upon thirty (30) days' prior written notice. Upon the effective date of termination specified in Customer's termination notice: (i) all RFP's, 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 RFP's, proposals, and/or Purchase Orders, and (ii) this Master Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders for which Supplier has already begun to provide Services. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFP's, proposals, or Purchase Orders that are in process but for which provision of Services has not begun upon the effective date of termination of this Master Agreement by Customer.

(b) Termination of this Master 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

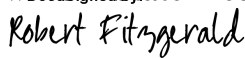
6.1 Notices. All notices, requests, demands, and determinations under this Master Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (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***. 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 Master Agreement and performance under it shall be governed by and construed in accordance with the laws of State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.
- 6.3** Binding Nature and Assignment. This Master 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, except that Customer may assign this Master 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 Master 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 Master 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 Master 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 Master 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]

New York State Electric & Gas Corporation

DocuSigned by:

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Signature

Robert Fitzgerald



Print Name

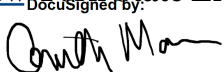
VP - Controller AGR Networks

Title

5/19/2020

Date

New York State Electric & Gas Corporation

DocuSigned by:

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Signature

Anthony Marone

Print Name

President & CEO

Title

5/19/2020

Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Special Conditions
- Schedule F: Notices
- Schedule G: T&M Crew Headquarters Listing
- Schedule H: Insurance Requirements
- Schedule I: Data Security Rider
- Schedule J: Back Ground Check Rule

SCHEDULE A

Companies

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

SCHEDULE B

Services, Warranty, Deliverables, and Vendor Requirements

The Supplier is to perform transmission vegetation management services to the Company.

The Supplier will establish a work force capable of completing the annual maintenance plan, capital work, hot spot work and be available for emergency restoration work in all Service Centers covered in this Agreement.

Distribution Specifications

All Distribution work will comply with 2020-2022 NY Distribution Specifications.

Bases of Operations

Crews may be transferred from one base to another with forty-eight (48) hours notice. Bases of Operations are defined per Schedule G.

Emergency and Storm

During the times of storm and other emergencies, the Supplier agrees to furnish additional supervision, labor, materials, tools, equipment, and transportation to perform emergency line clearance work when requested by the Company. All Supplier vehicles will have appropriate portable and emergency lighting in order to perform work safely during non-daylight hours, and equipment such as tire chains for travel in snow. All supplier vehicles will be equipped with driver input / readable GPS units. Supplier will require Company approval before tree crews are released to another utility for restoration work. The Company reserves the right to utilize other contractors to provide storm and/or emergency support. Lodging and meals will need to be coordinated with Company representative to ensure no duplicate billing is charged.

Equipment and Vehicle Maintenance

The Supplier is responsible for all maintenance on its equipment and vehicles.

SCHEDULE C**Terms and Conditions****TABLE OF CONTENTS**

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the “Agreement”) between **New York State Electric & Gas Corporation** (“Customer”) and [REDACTED] (“Supplier”), in the given Purchase Order (the “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 following documentation:

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions on the back thereof);
- (ii) These Terms and Conditions;
- (iii) The Scope of Services document attached to the Agreement as Schedule B, as it may be amended, modified or supplemented for the Purchase Order; and
- (iv) The Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) 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), and (iv), above.

All work shall be invoiced in accordance with the 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 Agreement 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 total 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

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

(ii) The Supplier will be reimbursed the automobile mileage at the then current IRS allowed rate. For mileage incurred in actual and necessary travel by private automobile for mileage to the Work Location, plus the actual cost of all parking, highway, and/or bridge charges paid enroute.

(iii) The Supplier will be paid or reimbursed for travel by commercial airlines in coach class and at discounted fares, if possible, except when such coach and/ or discounted airline accommodations are not reasonably available to meet necessary work requirements or would

- a) require circuitous routing;
- b) require travel during unreasonable hours;
- c) greatly increase the duration of the flight;
- d) result in additional costs which would offset the transportation savings; or
- e) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

(iv) Customer will pay or reimburse Supplier for such reasonable additional airline travel expenses as are necessary to avoid or overcome the problems cited in the foregoing sentence.

(v) Customer will pay or reimburse Supplier for the actual cost of necessary local transportation (cab, bus, streetcar, rental car, etc.). The Supplier agrees to furnish documentation, if requested, for any such charges in excess of \$25.00 with its invoices therefore under this Agreement.

(vi) Customer will pay or reimburse Supplier for the actual cost of reasonable meals and hotel accommodations unless a predetermined per diem has been agreed to and is listed in Schedule D to the Agreement.

(vii) 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.

ARTICLE 4 - PAYMENTS

A. Payments of any undisputed portions of an invoice will be made on 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.

ARTICLE 5 – TAXES

The 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. 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. A 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.

No changes in the Agreement will be made without an Agreement Supplement. 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 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. Any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

ARTICLE 8 – AUDIT

Supplier shall check all material 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. This provision shall remain in effect for two (2) years following final payment under this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES

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, this Agreement shall take precedence and govern.

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 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. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer. 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. Failure of the Customer to make objection promptly shall constitute acceptance of such subcontractor. Copies of all subcontracts shall be furnished to Customer.

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 Customer's Safety Rules and Regulations for Supplier's attached hereto and made a part hereof, as *Schedule A* and shall apply to all work performed under this Agreement.

ARTICLE 17 - ACCIDENT 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 and progress of the work.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in *Schedule H*. Supplier must maintain applicable insurance. 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 the Customer and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") 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 Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; (iii) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation,

medical, pension, 401(k) or any other benefit available to the 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; (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 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 adds or other fee to Customer, 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.

ARTICLE 21 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Customer's inspection and approval before payment.

ARTICLE 22 - FORCE MAJEURE

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used 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.

Customer and Supplier expressly agree, notwithstanding any provision in this Contract to the contrary, unless otherwise agreed to in writing by both parties, that: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Contract; (ii) the existence of such pandemic, and its effects, now, and for the duration of Supplier's performance under the Contract, 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 Contract, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Contract, including the rights and remedies set forth in the Force Majeure provision of this Contract; (iii) the material terms of this Contract, 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 Contract; and (iv) such pandemic shall not render Supplier unable to fulfill any of its obligations under the Contract, 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 Contract.

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 final total price of the Agreement, Statement of Work, or applicable order for each full calendar week's delay.

Such Delay Damages shall never exceed fifteen per cent (15%) of the final total price of the Agreement, Statement of Work, or applicable order, defined as the initially agreed price of the Agreement, Statement of Work, or applicable order plus any adjustments or reviews carried out according with the terms hereunder.

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. In full discharge of any obligations to Supplier in respect of this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services 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. 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, 7, 9, 10, 13, 14, 17, 18, 19, 22, 31, 37, 38, 39, 47 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 (x) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement, (y) be deemed to have been prepared by Supplier for Customer on a work-made-for-hire basis, and (z) 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 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 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

Date, 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 or consequential damages resulting in any way from the performance of the services hereunder.

ARTICLE 38 – CONFIDENTIALITY

Supplier, 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 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 instrumentality's 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.

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

Intentionally left blank

ARTICLE 41 - GOVERNING LAW

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.

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.

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 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 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.

Supplier shall be familiar with and shall comply with the requirements of the NERC CIP- 004 for projects or services at or relating to critical cyber assets and critical Customer operating facilities ("Critical Infrastructure"). The specific CIP Standard follows:

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access. A personnel risk assessment shall be

conducted pursuant to that program prior to such personnel being granted such access except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

R3.1. The Supplier shall ensure that each assessment conducted include, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check. The Supplier may conduct more detailed reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

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 – COMPLIANCE WITH LAWS GENERALLY

Supplier will comply with all laws, rules and regulations of any governmental entity, board or agency having jurisdiction over the Services, including, without limitation, State, Federal or local laws, rules and regulations and any applicable Executive Orders (State or Federal) in the performance of the Services.

ARTICLE 49 – 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 50 – 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 \$650,000 (\$1,500,000 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 \$650,000 (\$1,500,000 for construction) will be required to adopt a plan similar to this plan.

ARTICLE 51 - GRATUITIES PROHIBITED

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

SCHEDULE D

Pricing Terms

Distribution Circuit and/or Transmission Line Revisions

In the event a distribution circuit or transmission line is reconfigured, the lump sum price will be adjusted to match the increase or decrease in miles using the Company GIS Mapping system. The price will be adjusted using the current year price for impacted circuit(s)/line(s), in the scheduled year. Changes of one half (1/2) mile or less will not require adjustments. Circuits/lines may be changed with comparable circuits/lines using the current year lump sum pricing.

2020-2022 Pricing

The Company, at its sole discretion, will determine whether work will be done at T&M rates or on a unit basis according to the pricing in this Schedule D as part of work authorization.

Invoices are to note the type of billing being used (time and material, unit pricing, lump sum) and include the appropriate supporting documentation.

Payment will be made Net 60 days from receipt of the invoice. All lump sum projects will be paid on a distribution circuit or transmission line basis. When 50 percent of the distribution circuit or transmission line is complete and rework is finished then 50 percent of the cost of circuit or transmission line will be paid. When the distribution circuit or transmission line is 100 percent complete and rework complete the final payment will be made. Time and Material, unit work or capital unit work will be invoiced weekly.

Supplier field crews will fill out and submit weekly, daily work reports using electronic format and field units provided by the Company, must submit files by end of day on last regularly scheduled work day of the week and immediately after storm/trouble work in the event a crew works after the regularly scheduled work

Supplier is to request approval for timesheet corrections from Company Representative within 10 business days after receipt of timesheet. Corrections will not be accepted from the Supplier after the 10-day time limit.

Regular Work

All crews furnished by Supplier will be required to have at least two (2) individuals qualified to do aerial work / unless agreed to otherwise in writing. All crews will be fully qualified. All general foremen (supervisors) and foremen shall have with them at all times a supplier issued photo identification, with their company name, and foreman name and photo. All crews are required to have one English speaking worker able to communicate with landowners.

Supplier is responsible to meet all work load requirements within an awarded Division for the entire year. Work load schedules may vary and it is the Supplier's responsibility to meet these demands. Work load consists of Lump Sum, Hot Spot, Construction and Storm. Supplier shall be responsible for providing an agreed upon presence for a minimum of 36 months for the duration of the contract to assist with meeting the demands of Hot Spot, Capital and Storm work. The Company will provide historical data upon request to assist with the planning.

When the Supplier, for their convenience, requests that work be performed outside the regular established workday, the rates paid will be the straight time labor rate as noted in Schedule D.

The Company recognizes the following holidays as qualified to pay overtime for emergency work:

- New Year's Day
- President's Day
- Memorial Day
- Good Friday
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Company approval is required for any work outside the regular established workday.

There may be limited occasions when Lump Sum circuit schedules need to be moved forward or back (swapping out of planned circuit years) due to emerging issuing impacting either the Company or Supplier. Both parties agree to be open to moving circuits in this manner, with the overall purpose of not substantially changing the annual mileage totals for a particular year, in a particular Division, unless agreed to by both parties.

Inclement Weather

When a tree crew decides to halt work due to inclement weather they are to call their Company representative (arborist) for instructions.

Emergency Rate Work

Emergency restoration work within the scope of this agreement will be paid standard overtime rates, as outlined in this Schedule D, for all hours worked outside of the regular established work week (Monday to Friday) between 6:30am to 3:30pm. Once a worker is in rotation, worker will remain on overtime until greater than an 8 hour or longer rest break. Additional charges may be approved to cover special additional costs, such as charges for meals furnished to Supplier employees during the scope of the emergency work. Supplier will not charge for chipper unless equipment is requested by Company. For all of the Supplier's crews moved from outside of their

home territory during a storm, the Supplier and Company shall comply with the Emergency Restoration Work Agreement. All costs for storm work will be in accordance with the IBEW agreement for union contractors.

Circuit List

All circuits that were bid on are included in this contract to document pricing, however work to be completed is determined by budget available. It is anticipated the budget will be determined by May 31st 2020 for the full contract duration.

Liberty Division - Lump Sum Distribution				
Circuit	SAP Circuit Number	Perform Work Year	Miles	Total Price
JEFFERSONVILLE 111	2401611	2020		
JEFFERSONVILLE 110	2401610	2020		
FREMONT-ACIDALIA TAP 352	2404401	2020		
LUXTON LAKE 182	2402182	2020		
ROCK VALLEY 216	2407716	2020		
NEVERSINK 080	2402480	2020		
SWAN LAKE 157	2403195	2020		
BEAVER BROOK 011	2401011	2020		
VILLA ROMA 001	2404101	2020		
YULAN 204	2403404	2021		
MONTICELLO 137	2402322	2021		
FRENCH WOODS 217	2407617	2021		
MOUNTAINDALE 206	2403736	2021		
WALDEN 707	2403607	2021		
JEFFERSONVILLE 112	2401612	2021		
WHITE SULPHUR SPRING 001	2404201	2021		
MOUNTAINDALE 207	2403734	2021		
OLD FALLS 288	2402588	2021		
HILLDALE 225	2403999	2021		
MAPLEWOOD 229	2402229	2021		
KIAMESHA 260	2401760	2021		
KIAMESHA 261	2401761	2021		
LIBERTY 145	2401845	2021		
PPL-COCHECTON MILL PPL	2408301	2021		

HAZEL 353	2401514	2022	<div></div>	
WHITE LAKE 290	2403252	2022		
OLD FALLS 283	2402583	2022		
SACKETT LAKE 120	2402820	2022		
WILLOWEMOC 030	2404030	2022		
ROCK HILL 125	2402625	2022		
LIVINGSTON MANOR 070	2401970	2022		
LIBERTY 144	2401844	2022		

Mechanicville Division - Lump Sum Distribution		
Circuit	Miles	Total Price
KLINE KILL 631		
WEST LEBANON 165		
WYNANTSKILL 141		
KLINE KILL 630		
SALEM TAP 627		
COMSTOCK-GRANVILLE 626		
CRARYVILLE 400		
CRARYVILLE 611		

T&M: Labor, Equipment, Herbicide Pricing				
Code #	Code Description	2020 \$ Price	2021 \$ Price	2022 \$ Price
EQ03	ATV 4x4			
EQ08	ATV with sprayer			
EQ09	Bulldozer JD650 Rental MOB D-MOB + 10%			
EQ13	Sprayer Skidder			
EQ14	Sprayer Bombardier N/A			
EQ20	Truck PU 4WD CrewCab			
EQ22	Truck 4x4 1 ton			
EQ23	Truck Rollback			
EQ24	Truck Spray			
EQ27	Bombardier/Bucket 60' N/A			
EQ44	60' Bucket Truck			
EQ46	55' Bucket Truck			
EQ50	70' Bucket			
EQ52	BombardierBucket 50' N/A			
EQ53	Low Boy & Tractor			
EQ54	SkidderBucket 60/70 N/A			
EQ57	Truck PU 2WD			
EQ58	Truck PU 4WD			
EQ62	Truck Split Dump			
EQ63	Truck Nurse			
EQ64	Truck Flatbed			
EQ65	Truck Dump SingleAxle			
EQ66	Truck Dump DoubleAxle			

EQ68	Chipper Drum
EQ69	Chipper Disc 12"
EQ72	Chainsaw
EQ73	Brush Saw
EQ74	Skidder/Bucket 50' price doesn't include pk/up support vehicle
EQ75	Hydroaxe/Kershaw
EQ76	Skidsteer Mower
EQ78	Timbco tree harvester N/A
EQ82	Bulldozer(JD450) Rental MOB & D-MOB + 10%
EQ83	Bulldozer(JD550) Rental MOB & D-MOB + 10%
EQ85	4x4 Tractor w/brown mower
EQ87	4x4 Hi-Floation Aerial Truck 55'- 60' listed below
EQ88	Sprayer Mistblower
EQ89	Sprayer Backpack
EQ91	Excavator w/ Grapple N/A
EQ92	EQ Trailer
EQ93	TrackedBandit WholeTreeChipper
EQ94	Bulldozer(JD450) Rental + 10%
EQ95	SkyTrimmer MechTrimmer
EQ96	Tracked Excavator N/A
EQ97	FlexTrack w Dumpbox N/A
EQ98	Prentice Loader
EQ117	Mini Foot N/A
EQ118	Rear Lot Lift 58' Bucket
LS1	General Foreman
LT2	General Foreman OT

LT3B	General Foreman DT
LS4	Foreman A
LT5	Foreman A OT
LT6B	Foreman A DT
LS7	Foreman B
LT8	Foreman B OT
LT9B	Foreman B DT
LS10	JourneymanTreeman
LT11	JourneymanTreeman OT
LT12B	JourneymanTreeman DT
LS13	TreeTrainee 3rdyr
LT14	TreeTrainee 3rdyr OT
LT15B	TreeTrainee 3rdyr DT
LS16	TreeTrainee 2ndyr
LT17	TreeTrainee 2ndyr OT
LT18B	TreeTrainee 2ndyr DT
LS19	Tree Trainee
LT20	Tree Trainee OT
LT21B	Tree Trainee DT
LS22	Equip Operator
LT23	Equip Operator OT
LT24B	Equip Operator DT
LS25	Mechanic
LT26	Mechanic OT
LT27B	Mechanic DT
LS28	Tree Truck Driver

LT29	Tree Truck Driver OT
LT30B	Tree Truck Driver DT
LS31	IGM
LT32	IGM OT
LT33B	IGM DT
LS34	Flag Person
LT35	Flag Person OT
LT36B	Flag Person DT

*** Please list any additional units/codes that do not appear on the list but are frequently used on system below**

Code #	Code Description	2020 \$ Price	2021 \$ Price	2022 \$ Price
EQ87	Bucket 55-60 4x4			
EQ26	70' rear mount 4x4 Puddle Jumper High Flotation Tires			
EQ 70	Disc Chipper 15" with winch			
Need Code	18" Winch Chipper tow behind Currently on Property in use			
Need Code	37' Rear Lot Bucket			

DISTRIBUTION HOT SPOT UNIT RATES						
Unit Name	Description	2020 Unit Rate	2021 Unit Rate	2022 Unit Rate	Unit	Comments
brush (0-50 Stems)	Incidental brush removal as directed by the Company. Brush disposal included					
brush (50- 250 Stems)	Incidental brush removal as directed by the Company. Brush disposal included					
brush (>250 Stems)	Incidental brush removal as directed by the Company. Brush disposal included					
brush (0-50 Stems)	Incidental brush removal as directed by the Company. Brush windrowed along ROW					
brush (50- 250 Stems)	Incidental brush removal as directed by the Company. Brush windrowed along ROW					
brush (>250 Stems)	Incidental brush removal as directed by the Company. Brush windrowed along ROW					
crown reduction roadside (6-14" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.					
crown reduction roadside (14-26" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.					
crown reduction roadside (>26"DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.					
crown reduction climb (6-14" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush may be windrowed.					

crown reduction climb (14-26" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush may be windrowed.		Per Tree	
crown reduction climb (>26" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush may be windrowed.		Per Tree	
side prune roadside (6-14" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.		Per Tree	
side prune roadside (14-26" DBH)	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.		Per Tree	
side prune roadside (>26")	Incidental roadside pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush disposal included.		Per Tree	
side prune climb (6-14" DBH)	Incidental off road pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)of side clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush may be windrowed.		Per Tree	
side prune climb (14-26" DBH)	Incidental off road pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY)of side clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below		Per Tree	

	lowest primary conductor. Brush may be windrowed.			
side prune climb (>26 DBH)	Incidental off road pruning as directed by the COMPANY. Tree in span pruned to 10 feet(NY) of side clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest primary conductor. Brush may be windrowed.		Per Tree	
Bucket Accessible Pruning	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest electrical conductor (secondary may be the lowest conductor). Brush disposal included.		Per Span (if 5-10 trees are present)	
Bucket Accessible Pruning	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest electrical conductor (secondary may be the lowest conductor). Brush disposal included.		Per Span (if >10 trees are present)	
Non-Bucket Accessible Pruning	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest electrical conductor (secondary may be the lowest conductor). Brush will be windrowed.		Per Span (if 5-10 trees are present)	
Non-Bucket Accessible Pruning	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 10 feet(NY)/clearance from the outside conductor, 15 feet of overhead clearance, and 10 feet below lowest electrical conductor (secondary may be the lowest conductor). Brush will be windrowed.		Per Span (if >10 trees are present)	

Tree Removal 6.1"-12" DBH, roadside	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 12.1"-18" DBH, roadside	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 18.1"-24" DBH, roadside	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 24.1"-30" DBH, roadside	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal >30.1" DBH, roadside	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 6.1"-12" DBH, off-road	Remove tree and dispose of brush per specification.		Per Tree	Does Not include Wood removal
Tree Removal 12.1"-18" DBH, off-road	Remove tree and dispose of brush per specification.		Per Tree	Does Not include Wood removal
Tree Removal 18.1"-24" DBH, off-road	Remove tree and dispose of brush per specification.		Per Tree	Does Not include Wood removal
Tree Removal 24.1"-30" DBH, off-road	Remove tree and dispose of brush per specification.		Per Tree	Does Not include Wood removal
Tree Removal >30.1" DBH, off-road	Remove tree and dispose of brush per specification.		Per Tree	Does Not include Wood removal
Tree Removal 6.1"-12" DBH, rear lot line	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 12.1" - 18" DBH, rear lot line	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 18.1" - 24" DBH, rear lot line	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal 24.1" - 30" DBH, rear lot line	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal
Tree Removal > 30.1" DBH, rear lot line	Remove tree; brush disposal included.		Per Tree	Does Not include Wood removal

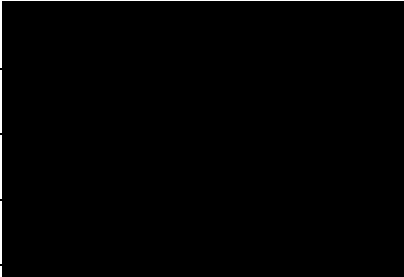
Traffic Control	Flagging as required by federal, state, and local regulations. Prior COMPANY approval required. Includes vehicle, labor and tools.		Per Hour	
Mileage	Travel beyond 25 miles from established truck base with in the Service Center will be paid on per trip basis. For each 25 mile increment beyond the base location one unit will be paid. Unit is based on one way travel. Unit will only be applied if the span is not included as part of a circuit project. Special condition approved by COMPANY.		Per Trip	
Pre-Planning/Notification Position	Includes, labor, vehicle, and cell phone; position responsible for pre-planning and communicating Hot Spot work as directed by the Company; also responsible for aligning any/all flagging required		Per Hour	
Linear Bucket- Light	Tree growth has not grown into conductor zone. Standard 10, 10, 15ft clearance required. Brush disposal included		Per Linear Foot	
Linear Bucket- Heavy	Tree growth has grown into conductor zone. Standard 10, 10, 15ft clearance required. Brush disposal included		Per Linear Foot	
Traffic Control	Flagging as required by federal, state, and local regulations. Prior COMPANY approval required. Includes vehicle, labor and tools.. The unit is based on the linear feet of work requiring traffic control		Per Linear Foot	
Vines	Unit based on individual pole requiring vine cutting and/or guy wires		Per Pole	
Aerial prune-overhang removal - roadside span (no ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, and brush disposal included.		Per Span	

Aerial prune-overhang removal - roadside span (with ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, and brush disposal included.				Per Span	
Aerial prune-overhang removal - roadside span (with ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, cut surface treatment herbicide and brush disposal included				Per Span	DUPLICATE UNIT, DESCRIPTION AND PRICE FROM ABOVE. I SEE NO DIFFERENCE
Aerial prune-overhang removal - off-road span (no ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, and brush disposal included.				Per Span	
Aerial prune-overhang removal - off-road span (with ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, and brush disposal included.				Per Span	

Aerial prune-overhang removal - off-road span (with ground cut)	Incidental roadside pruning as directed by the COMPANY. All trees in span pruned to 8 feet of side clearance from the outside conductor, to remove all vegetation overhanging the conductor and prune below the conductors to the ground. In the right of way all woody species capable of contacting the wires will be removed. All travel within the division, flagging, notification, cut surface treatment herbicide and brush disposal included.					Per Span	DUPLICATE UNIT, DESCRIPTION AND PRICE FROM ABOVE. I SEE NO DIFFERENCE

OPCO: NYSEG/RGE UNIT RATES FOR DISTRIBUTION CONSTRUCTION

Description	2020 Unit Rate	2021 Unit Rate	2022 Unit Rate	Unit Description
Flagging as required by federal, state, and local regulations. Prior COMPANY approval required. Includes vehicle, labor and tools.				Hourly
TRAVEL - Travel beyond established base. One unit per span will be paid for each increment of 25 miles beyond the established truck base location with in the Division				Per Trip
GROUND CLEARING - 10 FT WIDTH				Per Span
GROUND CLEARING - 20 FT WIDTH				Per Span
GROUND CLEARING - 30 FT WIDTH				Per Span
ONE SIDE TREE TRIM W/ BUCKET TRUCK				Per Span
ONE SIDE TRIM W/ BKT & GND CLEAR 10' R/W				Per Span
ONE SIDE TRIM W/ BKT & GND CLEAR 20' R/W				Per Span
ONE SIDE TRIM W/ BKT & GND CLEAR 30' R/W				Per Span
ONE SIDE TREE TRIM W/ NO BUCKET TRUCK				Per Span
ONE SIDE TRIM W/O BUCKET & GND CLEAR 10' R/W				Per Span
ONE SIDE TRIM W/O BUCKET & GND CLEAR 20' R/W				Per Span
ONE SIDE TRIM W/O BUCKET & GND CLEAR 30' R/W				Per Span
TWO SIDE TREE TRIM W/ BUCKET TRUCK				Per Span
TWO SIDE TRIM W/ BKT & GND CLEAR 10' R/W				Per Span
TWO SIDE TRIM W/ BKT & GND CLEAR 20' R/W				Per Span
TWO SIDE TRIM W/ BKT & GND CLEAR 30' R/W				Per Span
TWO SIDE TREE TRIM W/ NO BUCKET TRUCK				Per Span
TWO SIDE TRIM W/O BKT & GND CLEAR 10' R/W				Per Span
TWO SIDE TRIM W/O BKT & GND CLEAR 20' R/W				Per Span
TWO SIDE TRIM W/O BKT & GND CLEAR 30' R/W				Per Span
Tree Removal 6-12" DBH				Per Tree

Tree Removal 12-18" DBH		Per Tree
Tree Removal 18-24" DBH		Per Tree
Tree Removal 24-30" DBH		Per Tree
Tree Removal >30.1" DBH		Per Tree

RFP # 19037
2020-2022 Herbicide Unit Rates for NYSEG/RGE

Bidder Name: [REDACTED]

Formula	Treatment Method	Minimum Quantities of Active Ingredient	Quantity of Concentrate	Type and Quantity of Carrier	2020 Unit Rate	2021 Unit Rate	2022 Unit Rate
HE 400	Basal & ST	4 lbs. Triclopyr	1 gal. Garlon 4 Ultra	3 gallons of an approved mineral oil diluent that is labeled for this purpose	[REDACTED]	[REDACTED]	[REDACTED]
HE 401	Basal & ST	3 lbs. Triclopyr .25 lbs. Imazapyr	3 qt. Garlon 4 Ultra 16 oz. Stalker	3 gallons of an approved mineral oil diluent that is labeled for this purpose			
HE 705	ST	1.6 lbs. Glyphosate .08 lbs. Imazapyr	38 oz. Rodeo Concentrate 5 oz. Arsenal	85 oz. water 0.64 oz. Milliken or Exacto blue dye			
HE 600	ST	1 lb. 2,4-D 0.25 lb. Picloram	1 gal. Pathway	Undiluted			
HE 702	ST	2 lbs. Glyphosate	0.5 gal. Rodeo Concentrate	0.5 gal. water 0.64 oz. Milliken or Exacto blue dye			

TREATMENT OF CIRCUITS NOT INCLUDED IN THE AWARD, FOR WHICH PRICING WAS RECEIVED

Due to budgetary limits, the Company could not award all the Lump Sum circuits for which the Supplier submitted pricing for the divisions for which the Supplier was awarded. However it is possible that sometime during this contract period, additional funding may become available, or that due to emerging issues the Company will need to swap out circuits included in the award for those for which pricing was received, but the circuit was not included in the award. Given these possibilities, the Supplier will hold its Lump Sum pricing firm for those circuits for which pricing was received but are not included in the award as shown below. If there is a desire by the Company to add Lump Sum circuits or swap out Lump Sum circuits, over the period of the award, the Company and Supplier will work together on scheduling these changes in a way that does not harm either party.

SCHEDULE E

Special Conditions

Performance Measurements

Company and Supplier agree to the performance measurements listed below. If the Supplier fails to meet any objective within any of the 5 performance measures, 20% of annual escalation adjustments will be deducted for each of 5 objectives which are not met. Each performance measure presents a risk of 20% of the total escalation adjustment. In years where no escalation is required due to contract structure each performance measure will carry a potential annual fine of \$5,000 per category 1, 2, 4, and 5 and \$10,000 per category 3. Distribution and Transmission work adjustments will be calculated separately.

1. Customer Satisfaction

- (a) Customer complaints will be at or below 3 complaints per million dollars spent annually. Qualifying complaints will be for work not done to specification, damage to property, or if crew behavior is problematic. Complaints will be reviewed by the Company and Supplier. All complaints shall be resolved or have a resolution plan in place before final lump sum payment made for each calendar year.

Supplier will be the first point of contact for all customer inquiries and complaints. All complaints must be verbally reported to Company representative immediately and in a written format within two (2) business days.

- (b) Supplier will respond to customer damage complaints within two (2) business days and provide a resolution plan to Company representative within one (1) week.
- (c) Supplier will have three (3) business days to start capital jobs, and availability of Supplier's crews should not be a limiting factor in the achievement of the Company's construction schedules.

2. Adherence to Specifications

- (a) Supplier will adhere to technical specifications for all work on Company's distribution and transmission system. Any rework will be done at the Supplier's expense. Rework not to exceed 10%.calculated on a quarterly basis. If any circuit has too many spans requiring rework, the rework will not be entered into the system. Immediate communication will be initiated between Company and Supplier management. The second occurrence of unsatisfactory work will result in mandatory field review at the management level. Third occurrence will result in monetary liquidated damages in accordance with dollar references noted above. . For lump sum work, final payment will be released when rework is complete. All rework will be tracked by Company and

Supplier. All rework initiated by the arborists will be forwarded to the Supplier via paper or electronic copy for completion. All work must meet Company specifications regardless of the date audited. All work will be audited in timely manner, Supplier may request a meeting to review audit schedule. Any disputed rework will be resolved at meetings between Company and Supplier managers. Upon completion of distribution circuit work, contract supervisor will submit the Circuit Signoff-sheet to Company Representative . For transmission, see Specification FOR 2016.

- (b) If a tree that should have been removed according to Company specifications causes a transmission outage within one cycle length (6 years NYSEG), the Supplier will pay all restoration costs, revenue lost by Company, and any costs incurred by Company from customers for lost productivity, lost revenue or damages up to a maximum expense of \$50,000 per occurrence. This liquidated damage will only pertain to trees that should have been removed according to Company specifications. The obligation is in effect for the transmission lines outlined in Schedule D.
- (c) For instances where a power interruption impacting more than 500 customers occurs during non-storm conditions or when wind speeds are less than 20 miles per hour, on a circuit for which the sign off sheet was executed within the previous 12 months, and the outage was the result of limbs (does not include off right of way trees that fall into the wires) the contractor will be required to perform remedial tree work in the span where the contact was identified, as directed by a Company Arborist.

The definition of storm is any weather event when the Company is working under a storm emergency or if the wind speed exceeded 20 miles per hour. Exceptions to this definition maybe made only after consulting with the Manager of Vegetation Management- Distribution, or the Program Manager -Vegetation Management Operations.

Each instance shall be investigated by the Company arborist, and Supplier supervisor.

3. Timely completion of work

- (a) Supplier will have appropriate crews dispatched within one (1) hour of the initial call for storm restoration. Dispatched is defined as crew has left location where truck is based.
- (b) For transmission and distribution foliar work, Herbicide treatment shall be completed during the growing season while the foliage is fully developed and still has its normal green color and vigor, approximately from mid June to September 1. If the Company feels that work will not be completed additional resources will be brought in at the Supplier's expense.

- (c) Work allocated in the maintenance plan process will be completed in the year in which it is awarded. Liquidated damages and adjustments are set forth in the Maintenance Work Adjustment section below.
- (d) In January, Supplier will provide a mileage milestone plan for each Division they have been awarded work. Targets as listed:
1. 25% completed by end of first quarter
 2. 50 % completed by end of second quarter
 3. 75% to be completed by end of third quarter
 4. 100% of spans to be completed by December 14
 5. All rework must be completed by December 31 (rework for work completed in December maybe done in January of the following year)
- (e) Supplier shall be responsible for transmitting accurate information on the Company provided electronic weekly timesheets. Required corrections in excess of 10% of the timesheets will be subject to damages and adjustments.

4. Crew caused outages

Preventable crew caused outages shall be minimized, and will be tracked using a point system. Contractors' outage threshold may total 1 point or less per \$2 million spent annually. Outages affecting more than 500 customers = 2 points; 500 or less customers = 1 point; and service cable = ½ point. (For example, if a contractor spends \$6 million in 1 year in T and D, outages may not exceed 3 points for that year: 1 outage of 500 customers + 1 outage of less than 500 customers = 3 points). The Company and Supplier managers will jointly review each crew caused outage. \$2 million increase or decrease of total work, one (1) point will be added to the above target. Outages reported will be reviewed by Company and Supplier to evaluate the cause. Work to include transmission, distribution, and capital work.

5. Safety

Accidents will not exceed three (3) (base is \$5 million annually) in any one year for 2020-2022. Company and Supplier will jointly review each reportable accident. For each \$2 million increase or decrease of total work, one (1) reportable accident will be added or deducted from the above target. The base will include transmission, distribution, capital, hot spot, danger tree work and storm. (Definition: any electric contact, an overnight hospital stay, 3 days lost time, motor vehicle accidents with injuries, events that result in media attention, or any other serious incident.)

Accident and Outage Reporting

All Supplier accidents and crew outages will be reported to Company immediately with additional written follow-up including the investigation report and lessons learned within 48 hours.

Maintenance Work Adjustments

All agreed upon maintenance work assigned in a given calendar year will be completed before December 31st and the rework by December 31st of that year. Rework assigned after December 1st maybe completed in January. Any distribution circuit or transmission line that is not completed will be assigned a liquidated damage amount determined by multiplying \$3,000 per calendar day. The liquidated damages will be charged at this rate for each day the work is not complete, including rework. If Supplier is used for restoration work, extensions may be allowed for each day working for Company Affiliates. Extensions will not be granted for storms occurring before October 1st. All extensions must be approved, in writing, by the Company.

Service Center Liquidated Damages

If Supplier defaults on any Service Center or Division, Supplier agrees that the Company will invoice the Supplier the incremental cost incurred to complete the work for the duration of this contract. The base pricing will be determined using Schedule D.

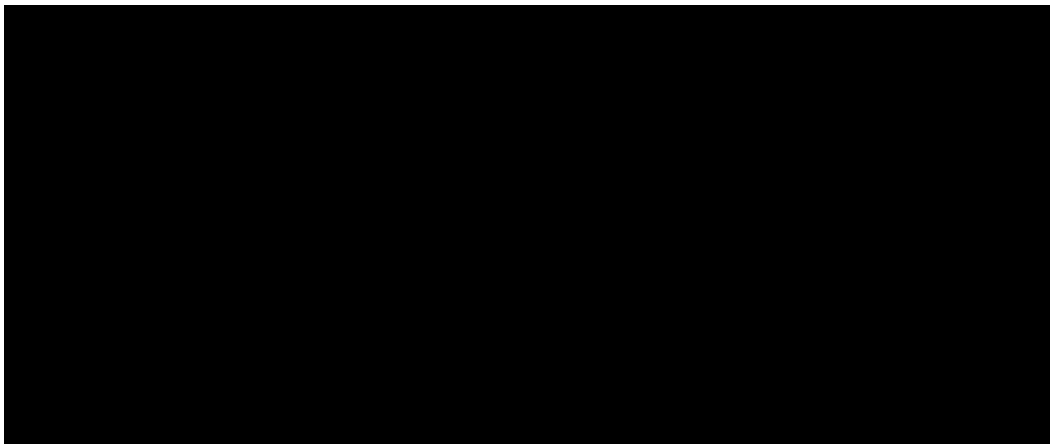
SCHEDULE F

Notices

Along with all other correspondence requirements included in this Master Agreement, any notice, request, approval or other document required or permitted to be given under this Master 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. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

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

Contract Administration
89 East Avenue, 4th Floor
Rochester, NY 14649
Fax: 585-771-2820



SCHEDULE G

T&M Crew Headquarters Listing

NYSEG

Mechanicville

Chatham.
Clifton Park

Stephentown
Granville

Liberty

Liberty
Roscoe

Middleton
Ellenville

Monticello

SCHEDULE H

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 - \$5,000,0000

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 I

AVANGRID Privacy and Data Security Rider

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

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

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

(i) “Personal Data” means any information about an individual, including an employee, customer, or potential customer of CUSTOMER or its affiliates, including, without limitation: (A) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, biometric records, personal electronic mail address, internet identification name, network password or internet password; (B) “Sensitive Personal Data” as defined below; or (C) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information, as well as cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.

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

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

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

(v) “Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

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

destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose.

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

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

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

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

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

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

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

- The Processing activities that will be carried out by VENDOR are in accordance with this agreement
- The categories of Personal Data that will be Processed by VENDOR are in accordance with this agreement
- The categories of Personal Data subjects whose information will be processed by VENDOR are in accordance with this agreement
- The instructions for the Processing of Personal Data are in accordance with this agreement

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

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

(e) As a condition to starting work, VENDOR's employees and other persons authorized, pursuant to the terms of this Rider, to Process Personal Data or Company Data shall acknowledge in writing their agreement to (i) comply with the terms of CUSTOMER's Acceptable Use Requirements set forth in Schedule C hereto, as such Acceptable Use Requirements may be modified or supplemented from time-to-time upon notice from the CUSTOMER, (ii) maintain the confidentiality of Personal Data and Company Data, and (iii) comply with any applicable Technical and Organizational Measures. In addition, VENDOR's employees and other authorized persons that access CUSTOMER's premises shall abide by CUSTOMER's physical security policies, rules and procedures.

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

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

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

- (A) The name and contact details of the VENDOR, any subcontractor, where applicable and as previously authorized by CUSTOMER, the CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;
- (B) The categories of Processing activities carried out on behalf of CUSTOMER;
- (C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;
- (D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:
 - The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;
 - The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
 - A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;

- Pseudonymization and encryption of Personal Data;

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

- (A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;
- (B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;
- (C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented;
- (D) Pseudonymize and encrypt Personal Data, where applicable; and
- (E) Safely secure or encrypt all Sensitive Personal Data, Critical Infrastructure Information and other information that relates to the operation or functionality of plants, factories, networks, or grids of the CUSTOMER or its affiliates or to which they have access, during storage or transmission;

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

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

- (A) Description of the nature of the Data Security Breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of Personal Data records affected;
- (B) Contact details of the data protection officer of the VENDOR, where applicable, or other contact person for further information;
- (C) Description of the possible consequences of the Data Security Breach or violations; and
- (D) Description of the measures taken or proposed to remedy the Data Security

Breach, including, where appropriate, the measures taken to mitigate possible negative effects;

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

(vii) Inform the CUSTOMER, if, where applicable, data subjects exercise their rights of access, rectification, erasure or objection, restriction of processing, data portability and not to be the subject to automated decisions by the VENDOR. The communication must be made immediately and in no case later than one (1) business day following the receipt of the request by VENDOR. VENDOR shall assist CUSTOMER, taking into account the nature of the Personal Data Processing, through appropriate Technical and Organizational Measures, and with any information that may be relevant to the resolution of the request;

(viii) Not use independent contractors or provide Personal Data or Company Data to independent contractors or other personnel that are not full-time employees of VENDOR without CUSTOMER's prior written approval;

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

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

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

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

(xiii) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible

for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider;

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

(h) To the extent VENDOR maintains Personal Data and Company Data at its location, CUSTOMER shall have the right to conduct onsite inspections and/or audits (with no advance notice to VENDOR) of VENDOR's information security protocols, and VENDOR agrees to cooperate with CUSTOMER regarding such inspections or audits; provided, any such inspections or audits shall be conducted during normal business hours and in a manner so as to minimize any disruptions to VENDOR's operations. VENDOR will promptly correct any deficiencies in the Technical and Organizational Measures identified by CUSTOMER to VENDOR;

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

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

(k) To the extent that VENDOR is afforded regular access in any way to "Cardholder Data" as defined below and for so long as it has such access, the following requirements shall apply with respect to the Cardholder Data; provided, that the parties do anticipate that VENDOR will have access to any Cardholder Data:

(i) VENDOR represents that it is presently in compliance and will remain in compliance with the Payment Card Industry Data Security Standard ("PCI Standard"), and all updates to PCI Standard, developed and published jointly by American Express, Discover, MasterCard and Visa ("Payment Card Brands") for protecting individual credit and debit card account numbers ("Cardholder Data").

(ii) VENDOR acknowledges that Cardholder Data is owned exclusively by CUSTOMER, credit card issuers, the relevant Payment Card Brand, and entities licensed to process credit and debit card transactions on behalf of CUSTOMER, and further acknowledges that such Cardholder Data may be used solely to assist the foregoing parties in completing a transaction, supporting a loyalty program, providing fraud control services, or for other uses specifically required by law, the operating regulations of the Payment Card Brands, or this Agreement.

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential

disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

(iv) VENDOR agrees that, in the event of a Data Security Breach arising out of or relating to VENDOR's premises or equipment contained thereon, VENDOR shall afford full cooperation and access to VENDOR's premises, books, logs and records by a designee of the Payment Card Brands to the extent necessary to perform a thorough security review and to validate VENDOR's compliance with the PCI Standards; provided, that such access shall be provided during regular business hours and in such a manner so as to minimize the disruption of VENDOR's operations.

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

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

(n) Notwithstanding anything in the Agreement or this Rider to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses caused by, resulting from, or attributable to VENDOR's breach or violation of applicable laws, regulations or any of the terms and conditions of this Rider. VENDOR's obligation to indemnify, defend, and hold harmless shall survive termination or expiration of the Agreement and this Rider.

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

General Security Requirements

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

(i) "Cyber-infrastructure" means electronic information and communication systems and services, as well as the information contained therein. These systems, both those housed within facilities as well as those that are cloud-based, be they proprietary or third-party, in any manner, are comprised of hardware and software for processing (creating, accessing, modifying and destroying), storing (on magnetic, electronic or other formats) and sending (shared use and distribution) information, or any combination of said elements that include any type of electronic device such as, without limitation, standard computers (desktop/laptop) with internet connections, digital storage methods used on computers (e.g. hard drives), mobiles, smartphones, personal digital assistants, data storage media, digital and video cameras (including CCTV), GPS systems, etc.

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

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

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

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

(i) The connection between the CUSTOMER's and the VENDOR's network is not permitted, unless expressly agreed to in writing, in which case it must be done by establishing encrypted and authenticated virtual private networks, and the number of interconnection points between the two networks must be the minimum that is compatible with the required level of availability. The connection to the VENDOR's network shall be removed as soon as there is no need for it.

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

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

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

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

(ii) VENDOR will maintain an updated inventory of the access granted and will withdraw access from personnel who cease working in connection with the Agreement within a period of less than twenty-four (24) hours. Credentials must always be encrypted when stored and transmitted; and

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

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

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

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

(f) In the event that CUSTOMER has expressly authorized VENDOR to use its own IT equipment for accessing CUSTOMER's Cyber-infrastructure, the VENDOR shall guarantee and undertake that there are adequate security measures to protect the stationary or portable IT equipment and mobile devices used to access such Cyber-infrastructure or for storing, processing or transmitting the Protected Information, including but not limited to:

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

(ii) Protection against malicious software and known vulnerabilities.

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

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

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

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

AVANGRID may request information concerning any Processing of Protected Information by the VENDOR.

(h) The VENDOR shall include security measures appropriate to the nature of the Protected Information Processed in developing, maintaining and testing the equipment that will be used to perform the services being provided by VENDOR. The VENDOR will adopt secure code development standards and ensure that no real data is used in test environments. If necessary, CUSTOMER's express written authorisation will be required, and the same security measures required for the work environment will be applied to these test environments.

(i) When the scope of the Agreement includes the supply of equipment and/or materials, the VENDOR shall prove that best security practices and standards have been applied for the design, fabrication, maintenance, and, where applicable, installation of the supplied equipment and/or materials, including its components.

For any such equipment and/or materials with information processing capacity or network connectivity options:

(i) The VENDOR shall provide evidence or certificates that guarantee design security, firmware/software updates and malware protection.

(ii) The VENDOR shall conduct periodic analyses of vulnerabilities and inform CUSTOMER about any necessary updates, especially those that affect security.

(iii) All internet connected devices shall be protected with adequately complex passwords that can be changed by CUSTOMER.

(iv) The configuration of devices, equipment and materials shall be adjustable exclusively according to AVANGRID's needs, and any unnecessary functionality deactivated. Should the VENDOR conduct any configuration, documentation to that effect shall be provided.

(j) The VENDOR shall implement a procedure to notify of and manage any Data Security Breach or security incidents, which it will disclose among its Personnel, and will act with special diligence in those cases involving critical elements of CUSTOMER's Cyber-infrastructure or Protected Information or when the reputation or legal responsibility of CUSTOMERS or the interests of the persons whose information is Processed may be affected.

(k) The Supplier shall immediately notify CUSTOMER of the existence of any security incident, even if it does not qualify as Data Security Breach, always within a maximum period of one (1) day after becoming aware of it, or if shorter, the shortest legal period, and shall assist and cooperate with CUSTOMER in terms of any necessary communication to third parties and other reasonable measures to remedy the situation when CUSTOMER requests it or as required by law.

Merely by way of example, the Supplier shall notify CUSTOMER the following:

- (i) Access or attempts to access systems, equipment, applications, files, repositories, devices etc. by unauthorised persons or programs.
- (ii) Disclosing or compromising protected Information including but not limited to credentials, authentication or encryption data.
- (iii) Total or partial loss of data or information for any reason.
- (iv) Uncontrolled distribution: sending information to people who should not receive it.
- (v) Loss or removal of computer equipment or storage media, files, repositories or part of their contents.
- (vi) Attacks caused by viruses / malicious software that may affect the exchange of information between the VENDOR and CUSTOMER.
- (vii) Others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this Schedule.

Cyber-Insurance Requirements

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

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

- 1) violations of data privacy or data security laws and regulations; and
- 2) cyber risks, including denial-of-service attacks, risks associated with malware and malicious code, whether designed to interrupt a network or provide access to private or confidential information; and
- 3) other risks specific to the work performed by VENDOR as shall be identified by CUSTOMER.

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

(b) VENDOR warrants that the scope of all coverage evidenced to the CUSTOMER pursuant to this Agreement shall be the sole responsibility of the VENDOR to maintain at committed to levels required by this document and VENDOR, in any event of a loss, will take full responsibility for the payment of any policy deductible, self-insured retention, premium or retrospective premium obligation necessary to maintain coverage, and shall include coverage for any indemnification and hold harmless agreements made by the VENDOR pursuant to the Data Security Rider. VENDOR's failure to pay the applicable deductible, self-insured retention, or retrospective premium shall constitute a material breach of this Agreement, with damages equal to at least the amount of insurance lost or not provided due to such breach.

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

Acceptable Use Requirements

The intent of this Schedule is to document requirements as they pertain to the Acceptable Use of the Electronic Devices and Cyber-infrastructure of Avangrid, Inc. and any of its subsidiaries (hereinafter “Avangrid”) by contractors, consultants or other third parties.

Employees and other persons acting on behalf of Avangrid vendors shall be required to read, acknowledge their understanding of, and commit to comply with these Avangrid Acceptable Use Requirements.

Definitions

- A **User** is defined as any contractor, consultant or other third parties, including any employee of an Avangrid vendor, with access to or using Avangrid Electronic Devices or Cyber-infrastructure.
- **Cyber-infrastructure** Includes electronic information and communications systems and services, and the information contained in these systems and services. Those systems and services are composed of all hardware and software that process (creation, access, modification, and destruction), store (paper, magnetic, electronic, and all other media types), and communicate (sharing and distribution) information, or any combination of these elements.
- **Electronic Devices** include standard computer (workstation desktop/ laptop) with network connections, digital storage media used in standard computers (e.g. hard drives), telephone and voicemail systems, mobile phones, smartphones, tablets, Personal Digital Assistants (PDA), End Point Storage Devices (EPSD), digital and video cameras (including CCTV), mobile navigation systems, printers, photocopiers and scanners, fax machines, and all other similar of associated devices, etc.
 - **Avangrid Electronic Devices** are Electronic Devices owned and managed by Avangrid.
 - **Personally Owned Devices (POD)** are Electronic Devices (e.g. smart phones, tablets, laptops) privately owned and managed by Users.
 - **End Point Storage Devices (EPSD)** applies to the storage of data on devices that can be connected either by a USB drive, data cable or by wireless connection direct to any computing equipment within Avangrid, e.g. USB sticks, drives, thumb nails, pen drives, flash drives, memory cards, etc.

1. Requirements and Practices

1.1 Electronic Devices

Avangrid Electronic Devices and resources are property of Avangrid and may be provided to Users for the pursuit of their professional activity.

- 1.1.1 The determining authority and responsibility for issuance of an Electronic Device shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.
- 1.1.2 Avangrid Electronic Devices shall be provided to Users configured with the required security hardware and software protections.
 - a. Compromising or interfering with the Electronic Devices’ operating system, hardware, software or protection mechanisms is prohibited.

- 1.1.3 Users shall be responsible for the appropriate use of authorized Electronic Devices in accordance with their duties and responsibilities, including, but not limited to:
- a. Protecting Electronic Devices from misuse.
 - b. Logging off or protecting Electronic Devices with a screen and/or keyboard locking mechanism, when unattended and when not in use.
 - i. Desktop and laptop computers shall be switched off or hibernating when unattended for a period more than one hour and always at the end of the workday.
 - ii. Desktop and laptop computer screens shall be locked by Users always when unattended.
 - c. Taking the following preventative measures to ensure that any Electronic Devices used to connect to Avangrid's Cyber-infrastructure are physically secured by:
 - i. Protecting Avangrid assets from unauthorized access and use by others,
 - ii. Leaving Electronic Devices in secured locations (e.g. locked cabinet or drawer, locked rooms in locked buildings as applicable),
 - iii. Not leaving Electronic Devices in plain view in unattended vehicles,
 - iv. Not leaving Electronic Devices in vehicles overnight,
 - v. Carrying laptops as hand luggage when traveling,
 - vi. Positioning Electronic Devices so that they (and the information displayed) are not visible from outside a ground floor window, and
 - vii. Positioning the display screen of Electronic Devices such that it cannot be viewed by others in public places (e.g. train, aircraft, restaurants, etc.).
- 1.1.4 Users shall follow Avangrid procedures for immediately reporting lost, compromised, or stolen Electronic Devices.
- a. The User shall notify the Service (Help) Desk and their Avangrid contact.
- 1.1.5 User shall follow Avangrid procedures for the return of Avangrid owned Electronic Devices when the use of those devices is deemed no longer necessary.
- a. Users shall return all Avangrid Electronic Devices to their Avangrid contact immediately upon separation/ termination, which shall be responsible for collecting all Avangrid Electronic Devices.
- 1.1.6 The use of hot desks/ shared network access equipment shall be reserved for Users who do not regularly require the use of a portable Electronic Device (e.g. laptop) for their professional activities.
- a. Users of hot desks/shared network access shall have a current network login.

1.2 Connection to Avangrid Cyber-infrastructure

- 1.2.1 All Electronic Devices which connect to the Avangrid Cyber-infrastructure network shall be Avangrid approved assets which have been configured in accordance with Avangrid standard configurations.
- a. Non-Avangrid approved Electronic Devices shall not connect directly to the Avangrid Cyber-infrastructure (e.g. through Ethernet connection).
 - b. Wireless connections from an Avangrid office shall only be accomplished through Avangrid Electronic Devices and the Avangrid supported wireless infrastructure.
 - c. Guest wireless network accounts shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.
 - d. Remote desk connections shall only be supplied on 'as-need-be-basis' following Avangrid approval processes.

1.3 Use of Mobile Devices (for Remote Access)

- 1.3.1 The determining authority and responsibility for issuance of a mobile electronic device to perform Avangrid professional activities; access the Avangrid Cyber-infrastructure or store/transmit Avangrid information/data remotely shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.
- a. Users shall remotely access Avangrid's Cyber-infrastructure utilizing only authorized hardware, software and access control standards (e.g. Avangrid approved VPN technology for Avangrid Electronic Devices or Citrix client).
 - b. At no time shall a remote User initiate two simultaneous connections to different networks (e.g., no split tunneling and no multi-homed connection).
 - c. Avangrid issued SIM cards shall not be swapped or used in non-Avangrid issued Electronic Devices.
 - d. Configuring a non-Avangrid issued Electronic Device for connection to the Avangrid corporate email system is strictly prohibited.
 - e. Users should be aware that Avangrid may monitor emails sent from and to non-Avangrid issued devices.

1.4 Personally Owned Devices

- 1.4.1 The use of Personally Owned Devices for access to and/or handling of Avangrid information/data and Avangrid Cyber-infrastructure is prohibited.

1.5 Treatment of Software and Applications

- 1.5.1 The acquisition and installation of software on Avangrid Electronic Devices shall be made using approved methods.
- a. All access to company software and/or applications shall be subject to formal request and approval processes.

- 1.5.2 Users shall be prohibited from introducing or installing any unauthorized software, content or material.
- 1.5.3 The installation of any type of network access program peer (P2P) or similar (e.g., BitTorrent, Emule), as well as any other application for file sharing that could saturate Internet bandwidth, prevent access to other Users or slow down connections to technology and information resources is prohibited.
- 1.5.4 Intellectual property, licensing and regulatory requirements shall be observed always. Downloading, obtaining, copying or redistributing materials protected by copyright, trademark, trade secret or other intellectual property rights (including software, music, video, images) is prohibited, even where such material is to be used for the pursuit of the professional activity.
 - a. Where materials protected by copyright, trademark, trade secret or other intellectual property rights are required for the pursuit of an Avangrid professional activity the appropriate license/permission shall be obtained prior to use.

1.6 Treatment of Information/Data

- 1.6.1 Information/data assets obtained or created during the engagement with Avangrid are the property of Avangrid and shall be treated in accordance with the applicable Agreement and Data Security Rider.
- 1.6.2 The storage of Avangrid information/data on Personally Owned Devices or non-Avangrid controlled or authorized environments, including non-authorized Electronic Devices is prohibited. Users shall not store AVANGRID owned information/data on devices that are not issued by AVANGRID unless explicitly and contractually agreed by both parties.
- 1.6.3 Where access to Personal Data is part of a Users' professional role and responsibilities, access shall be treated in accordance with all applicable data protection and/or privacy law(s) and regulation(s) and under strict access and usage guidelines.
- 1.6.4 Corporate storage spaces and network resources shall be used for file storage and/or exchange of professional information.
- 1.6.5 Users shall store and share information/data in accordance with the terms and conditions with Avangrid and any applicable Data Security Rider.
- 1.6.6 Use of an End Point Storage Device (EPSD) (e.g. USB) shall be limited to those devices acquired through the Information Technology (IT) request process (e.g. ITSM/ServiceNow).
- 1.6.7 Printed information/data (hard copy) shall be:
 - a. Stored based on critically, e.g. hardcopy containing confidential and/or sensitive information/data shall be locked away when not required (or not in use).
 - b. Discarded, when no longer needed, based on criticality, e.g. confidential and/or sensitive hardcopy shall be shredded.
 - c. To be removed from printers, fax machines, copier rooms, and conference/ meeting rooms immediately.

1.7 User Access Credentials and Passwords

- 1.7.1 Requests for access shall be made following access provisioning procedures.
- 1.7.2 Applications and network resources access shall be activated\deactivated in accordance with Avangrid activation\ deactivation procedures.
- 1.7.3 Users requiring duly justified privileged access rights will be assigned a specific "Privileged User ID"
 - a. Privileged User IDs shall be reviewed and confirmed at least semi-annually.
 - b. Regular professional activities shall not be performed from a privileged ID.
- 1.7.4 Users shall use strong, complex passwords and securely maintain secret authentication information (e.g. passwords, cryptographic keys, smart cards that produce authorization codes), including:
 - a. Not sharing or disclosing their Avangrid credentials (log on IDs-user names and/or passwords) with others inside or outside the company.
 - b. Keeping secret authentication information confidential, ensuring that it is not divulged to any other parties, including senior management and technical support.
 - c. Not recording (e.g. on paper, software file or hand-held device) secret authentication information, unless this can be stored securely, and the method of storing has been approved (e.g. password vault) by Corporate Security.
 - d. Changing secret authentication information when there is any indication of a possible compromise.
 - e. Reporting any incidents or suspected compromises by following Avangrid incident reporting procedures.

1.8 Internet Use and Social Media

- 1.8.1 Avangrid may make available internet access to users depending on their role and responsibilities.
 - a. Internet access shall be provided as a tool for business purposes, shall be used with moderation and shall be proportional to the work being undertaken.
 - b. Access to restricted websites shall be enabled at the discretion of Avangrid and shall be provisioned following the security exception process.
 - c. Only Avangrid approved surfing software shall be used to access the Internet.
- 1.8.2 A moderate and proportional use of the internet shall be allowed for non-professional activities, although web surfing is expressly prohibited for:
 - a. Accessing or posting of any racist or sexual content or any material that is offensive or defamatory in nature.
 - b. Accessing games, downloading video, music (MP3 or another format), or downloading any other files not related to the Avangrid related responsibilities.

- 1.8.3 Limited and occasional use of Avangrid Electronic Devices and resources to engage in Social Networking¹ and Blogging² is acceptable, provided that:
- a. It is done in a professional and responsible manner.
 - b. It does not violate the Code of Ethics or any relevant Avangrid policy, procedure or rule.
 - c. It is not detrimental to Avangrid's best interests.
 - d. It does not interfere with regular work duties.
 - e. There is no breach of the prohibitions identified in these requirements.
- 1.8.4 Avangrid reserves the right to determine which websites and social media platforms can be accessible through Avangrid Electronic Devices or Cyber –infrastructure.

1.9 E-mail Use

- 1.9.1 All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.
- 1.9.2 Avangrid reserves the right to monitor, inspect and access such emails and electronic files.
- 1.9.3 The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.
- 1.9.4 Removing or circumventing any of the security controls enforced on the company email system (e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.
- 1.9.5 Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.
- 1.9.6 Limited use of an Avangrid e-mail account for personal purposes shall be regarded as acceptable provided that:
- a. Use does not interfere with the normal performance of professional duties.
 - b. Messaging does not violate applicable laws, regulations, the Code of Ethics, or Avangrid policies.
 - c. Use is moderate both in terms of frequency and amount of memory and resources consumed.
- 1.9.7 Avangrid e-mails or messages containing company information/ data shall not be forwarded to external parties except where there is a specific business 'need to know'.
- 1.9.8 Avangrid electronic messaging shall not be used for transmitting, retrieving or storing any messages, files or attachments which constitute:
- a. Harassing or discriminatory messages which relate to gender, race, sexual orientation,

¹ Social Networking is the use of dedicated websites and applications to interact with other users or to find people with similar interests.

² Blogging: A blog is a website containing a writer's or group of writers' own experiences, observations, opinions, etc., Blogging is posting to that website.

religion, disability or other characteristics protected by applicable laws and regulations.

- b. Defamatory messages which adversely affect the reputation of a person or company.
 - c. Messages that violate copyright, trademark, trade secret or other intellectual property rights.
 - d. Obscene materials or images of a sexual nature.
 - e. Files or documents of an indeterminate origin or that, for any reason, may include computer viruses or in any way breach the security systems of the company or the recipient of the file or document, or may damage their IT systems.
 - f. Any material or images that might reasonably be expected to cause personal offense to the recipient.
 - g. Messages in violation of applicable laws, regulations, the Code of Ethics, or Avangrid policies.
- 1.9.9 The retention period for e-mail messages shall be 18 months. Once the retention period has been reached, emails shall be automatically eliminated from the user's mailbox.
- a. a. Users shall store messages and/or associated attachments in Avangrid provided network folders. Storage of messages and/or associated attachments on hard drives in .pst (personal mail folders) folders is prohibited.
- 1.9.10 Users shall report suspicious email messages (e.g. spam, phishing, etc.) the Service (Help) Desk and/or using the reporting tool REPORTER, available in Outlook.

1.10 Incident reporting

- 1.10.1 Users shall immediately report any unusual activity, incident or suspected event following Avangrid incident reporting procedures (e.g. Service (Help) Desk, REPORTER, etc.)

1.11 Contract Termination

- 1.11.1 Avangrid Electronic Devices assigned to or in the possession of a User shall be returned to Avangrid on or before the contract termination date or whenever it is determined that the use of the Electronic Device is no longer necessary. This includes the return of facility access badges.
- 1.11.2 Access to Cyber-infrastructure shall be deactivated (revoked) on or before a User's termination date in accordance with Avangrid access management processes.

2. No Expectation of Privacy

All contents of the Avangrid Electronic Devices and Cyber-infrastructure are the property of the company. Therefore, Users should have no expectation of privacy whatsoever in any e-mail message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Avangrid's Electronic Devices or Cyber-Infrastructure.

3. Monitoring

- 3.1 Avangrid reserves the right to use monitoring controls, including software, to ensure compliance

with these Acceptable Use Requirements document, and to record and/or monitor one or more Users' Electronic Devices and resources, e-mails and/or internet activity in accordance with regulatory and legal requirements.

- a. This includes the right to monitor, intercept, access, record, disclose, inspect, review, retrieve, print, recover or duplicate, directly or through third parties designated for such purpose, any information/data contained on and any uses of the Electronic Devices and Cyber-Infrastructure. Avangrid may store copies of such information/data for a period of time after they are created and may delete such copies from time to time without notice. Users consent to such monitoring by acknowledging these requirements and using the Electronic Devices and Cyber-Infrastructure.
 - b. Accordingly, Users should not harbor any expectation of privacy in respect to the use of Avangrid Electronic Devices or Cyber-Infrastructure and should not consider the data contained on them as private.
- 4.2 Monitoring may take place at any time and without the need to notify or inform the User in advance, taking into consideration legal or regulatory limitations, where applicable.

4. Non Compliance

Violation and non-conformance to this guidance by third party workers may result in appropriate actions, including contract termination.

[End of Schedule I – Data Security Rider]

[End of Schedule I – Data Security Rider]

SCHEDULE J

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] **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.

[End of Schedule J – Background Check Requirements]

List of Offers Received

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