

20180606-9138



SERVICES AGREEMENT

between

AVANGRID MANAGEMENT COMPANY, LLC

And



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AGREEMENT BETWEEN:

(1) **Avangrid Management Company LLC.**, a Delaware limited liability company, with offices located at 89 East Avenue, Rochester, New York 14649, acting on its own behalf and on behalf of its affiliates (hereinafter, "Company" or "Customer" or "**AMC**")

(2) [REDACTED], a New York corporation, with offices at [REDACTED] [REDACTED] (hereinafter the "**Supplier**" or "[REDACTED]", acting on its own behalf and on behalf of its subsidiaries

together the "**Parties**" and each a "**Party**"

WHEREAS:

(A) On October 5, 2016 the Company issued an invitation to tender to parties (including the Supplier) in connection with the supply of certain telecommunications services to the Company and the Avangrid Group Companies (the "**Tender Request**");

(B) on July 21, 2017, the Supplier submitted its response to the Tender Request in its document entitled "[REDACTED] – Revised Proposal for Avangrid Management Corporation" (the "**Supplier's Proposal**") and on the basis of the Supplier's response and subsequent discussions with the Supplier, the Supplier was selected by the Company as its preferred supplier; and

(C) the Company now wishes to engage the Supplier (and the Supplier has agreed to accept such engagement) to provide the Services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED as follows:

SECTION A – INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement and the recitals, unless the context otherwise requires, the following expressions shall have the meanings set out below.

"Additional Services" means any and all additional services that are to be provided by the Supplier to the Company as set out in an approved Pricing Schedule that is agreed by both Parties;

"Affected Party" means the Party seeking to claim relief in respect of a Force Majeure Event;

"Affiliate" shall mean, with respect to a Party, any other entity that directly or indirectly is 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;

"Agreement" means the clauses of this Agreement together with the Pricing Schedules, the Annexes and any other documents expressly incorporated into it;

"Annex" means any annex appended to this Agreement that is expressly incorporated into this Agreement, and "Annexes" shall be construed accordingly;

“**API**” means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs;

“**██████████**” means software, including APIs, and all associated written and electronic documentation and data owned by ██████ and licensed by ██████ to Customer. ██████ Software does not include software that is not furnished to Customer;

“**Avangrid Group**” means Avangrid, Inc. and each of its direct and indirect subsidiaries from time to time, and “**Avangrid Group Company**” and “**Avangrid Group Companies**” shall be construed accordingly;

“**Business Day**” means any day other than (i) a Saturday or Sunday, or (ii) a day in which the banks in the relevant jurisdiction, are authorized or obligated by law, regulation or executive order to remain closed;

“**Charges**” means the charges for the provision of the Services set out in the relevant Pricing Schedule;

“**Commonly Shared Network**” means (i) the public or shared networks of ██████, its Affiliates and their subcontractors, and the equipment, tools, technologies, software, and other materials that are components thereof; (ii) equipment, tools, technologies, software and other materials used by ██████, its Affiliates and their subcontractors in shared network management and back office environments, including without limitation, iGEMS, BusinessDirect, Billing Edge, the ██████ Global Network Client and ██████ Connect; and (iii) all modifications, upgrades, derivative works, enhancements, improvements and extensions of any of the foregoing;

“**Company Sites**” or “**Sites**” means Company’s physical location, its Affiliate’s, or subcontractor’s property, where ██████ installs or provides a Service;

“**Confidential Information**” means any information however it is conveyed that relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and/or suppliers of a Party and/or (its Affiliate(s) a) share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals, provided such information if disclosed in writing or other tangible form is marked as proprietary information and if disclosed orally a reasonable person would understand such information to be proprietary and confidential information under the circumstances. Notwithstanding the above, the failure of the disclosing Party to designate any written or oral material as Confidential Information shall not relieve the receiving Party of the obligation to maintain the confidentiality of any unmarked material which the receiving Party knows or reasonably should know to contain Confidential Information. For the avoidance of doubt, all written or oral pricing and contract proposals exchanged between the Parties shall be deemed Confidential Information whether or not so designated;

“**Customer Personal Data**” means information that identifies an individual, that Customer directly or indirectly makes accessible to ██████ and that ██████ collects, holds or uses in the course of providing the Services;

“**Cutover Date**” as to each Service purchased hereunder means the date on which the Supplier delivers the Service pursuant to this Agreement and the date Customer’s obligation to pay for Services begins;

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred;

"Default" means any material breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other material default, act, omission, negligence, misconduct or statement of the relevant Party, its employees, servants, agents or subcontractors (or their respective employees) in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

"Dispute" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement;

"Effective Date" means the date on which the last Party signs this Agreement, unless a later date is required by regulation or law;

"Force Majeure Event" means any event, occurring after the Effective Date, which affects the performance by a Party of its obligations and which arises from acts or events resulting from or due to events or circumstances beyond the control and without the fault or negligence of the Affected Party. Force majeure includes but is not limited to acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster;

"Good Industry Practice" means the exercise of the degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be expected from a reputable company within the relevant industry or business sector;

"Insolvency Event" means the occurrence of any of the following events (or any event analogous to any of the following in any jurisdiction) in relation to the relevant entity: (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved; (b) the appointment of an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue; (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; or (d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts, in the case of (a) and (c) other than for the purposes of a bona fide solvent reorganization or reconstruction;

"Intellectual Property Rights" or "IPRs" means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) above that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

"Law" means (in any jurisdiction relevant to the performance of the Services and/or the Parties performance of their obligations under and/or pursuant to this Agreement) any applicable law,

statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"MARC" or **"Minimum Annual Revenue Commitment"** means the minimum annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Company agrees to satisfy during each 12-consecutive month period of the Pricing Schedule Term. If Company fails to satisfy the MARC for any such 12-month period, Company will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and ██████ may withhold contractual credits until Customer pays the shortfall charge;

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that Supplier charges Company for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Company's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges);

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Company is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service;

"Minimum Retention Period" means, in respect to any Service, the period of time for which Company is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service;

"Partial Termination" means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as specified in the relevant notice of termination issued by the Company pursuant to this Agreement;

"Personnel" means all employees, agents, consultants and contractors, and or any authorized Affiliates of a Party;

"Pricing Schedule" means a document that identifies the Services Supplier may provide to Company, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect (**"Pricing Schedule Term"**);

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Supplier (including without limitation the Federal Communication Commission) or any Avangrid Group Company (including, without limitation, the U.S. Federal Energy Regulatory Commission) and any state or federal **"Regulatory Body"** shall be construed accordingly;

"Relevant Requirements" has the meaning given to it in Clause 40.1;

"Replacement Services" means any services which are substantially similar to any of the Services and which the Company or any other Avangrid Group Company receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Agreement, whether those

services are provided by the Company or any other Avangrid Group Company internally and/or by any third party;

“Replacement Supplier” means any third-party service provider of Replacement Services appointed by the Company or any other Avangrid Group Company from time to time;

“Representatives” has the meaning given to it in Clause 12 (Contract Management);

“Service Component” means an individual component of a Service provided under this Agreement;

“Service Credits” has the meaning given to it in the relevant Service Publication and Network Integration Statement of Work;

“Services Description” means the services description set out in the relevant Supplier Publication or Network Integration Statement of Work applicable to the Services provided under this Agreement;

“Service Level Failure” means any failure by the Supplier to provide any part of the Services on or after the Commencement Date in accordance with any of the Service Levels which include the relevant Service Publication and Network Integration Statement of Work;

“Service Levels” means the service levels applicable to the Supplier’s provision of the relevant Core Services with effect from the Commencement Date as set out in the relevant Service Publication and Network Integration Statement of Work;

“Services” means the services to be provided by the Supplier under and in accordance with this Agreement, as described in the applicable Pricing Schedule;

“Site Address” means the Site address stated in the Pricing Schedule;

“Software” means █████ Software and Vendor Software;

“Sub-contract” means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part thereof or facilities or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

“Supplier AUP” means █████ Acceptable Use Policy which applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations █████ may designate;

“Supplier Guidebooks” mean documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Guidebooks may be found at att.com/servicepublications or other locations Supplier may designate;

“Service Publications” means collectively Supplier Tariffs, Guidebooks, Service Guides or the Supplier AUP;

“Supplier Service Guides” mean the description, standard pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations Supplier may designate;

“**Supplier Tariffs**” mean the documents containing the standard descriptions, pricing, and other terms and conditions for a Service that Supplier files with regulatory commissions. Tariffs may be found at att.com/servicepublications or other locations Supplier may designate;

“**Term**” means the term of this Agreement;

“**Termination Assistance**” has the meaning given to it in Clause 30 (Termination Assistance Charges);

“**User**” means anyone who uses or accesses any Service provided to Company;

“**Vendor Software**” means software, including APIs, and all associated written and electronic documentation and data [REDACTED] furnishes to Customer, other than [REDACTED] Software.

1.2. In this Agreement, unless the context otherwise requires:

1.2.1. the singular includes the plural and vice versa;

1.2.2. reference to a gender includes the other gender and the neuter;

1.2.3. references to any law, statutory provision or statutory instrument include a reference to that law, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it.

1.3. The words in this Agreement shall bear their natural meanings. Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

1.4. The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

1.5. Unless expressly stated to the contrary, wherever the consent of one or more of the Parties is required under this Agreement such consent shall be requested (and, where appropriate, required to be given) in writing.

1.6. References in this Agreement to “written” or “writing” shall include e-mail, unless it is said the contrary.

1.7. Words denoting persons shall include natural persons, companies, corporations, firms, partnerships (whether limited or unlimited), joint ventures, trusts, voluntary associations, other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

1.8. References to the Parties shall include their respective successors in title and permitted assignees.

1.9. References to Clauses and the Schedule are, unless otherwise provided, references to the clauses of and schedules to this Agreement.

1.10. In construing this Agreement, neither the rule known as the ejusdem generis rule nor any similar rule or approach shall apply to the construction of this Agreement and accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words and accordingly where the words “include” or “including” appear in this Agreement they are construed as meaning without limitation.

1.11. If there is any conflict between the Clauses and the Schedule and/or any annexures to the Schedule and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence (listed in descending order of precedence):

1.11.1. the relevant Pricing Schedule and its appendices and amendments;

1.11.2. the Clauses of this Agreement;

1.11.3. the Annexes, if any;

1.11.4. any other document referred to and expressly incorporated into this Agreement, and

1.11.5 Supplier Service Publications, provided that, Supplier Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms

SECTION B – COMMENCEMENT AND DURATION

2. COMMENCEMENT AND DURATION

2.1. This Agreement shall commence on the Effective Date and, shall continue in effect unless otherwise terminated by either Party in accordance with the terms of the Agreement.

2.2. For the avoidance of any doubt, Clause 2.1 is without prejudice to the terms of any Termination Assistance processes agreed by the Parties.

2.3. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Company may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. After the expiry of the Pricing Schedule Term ██████ may change such prices, terms or conditions on thirty (30) days' prior notice to Company.

2.4. Execution by Affiliates. An ██████ Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ██████ will cause their respective Affiliates to comply with any such separate and associated contract.

3. GENERAL

3.1. The Supplier shall either provide or arrange to have a Supplier Affiliate provide the Services to Company in accordance with the terms of this Agreement and the relevant Pricing Schedule, subject to availability and operational limitations of systems, facilities and equipment. Where required, a Supplier Affiliate authorized by the appropriate regulatory authority will be the service provider.

3.2. Any software used with the Services will be governed by the written terms and conditions applicable to such Software. Title to Software remains with Supplier or its supplier. Company must comply with all such terms and conditions and they take precedence over this Agreement as to such Software.

3.2.1 License and Other Terms. Software and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Company and either the licensor or the third-party service provider. Company's execution of the Pricing Schedule for or placement of an order for Software or third-party services is Company's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, Supplier's sole responsibility with respect to Third-Party Services is to place Company's orders for Third-Party Services, except that Supplier may invoice and collect payment from Company for the Third-Party Services.

3.3. The Parties acknowledge and agree that the arrangements contemplated in this Agreement do not constitute a commitment by the Company and/or any Avangrid Group Company to use the Supplier exclusively for the provision of services which are the same as or similar to all or any part of the Services.

3.4. Without prejudice to the Supplier's obligations to perform the Services in accordance with the terms of this Agreement, at the request of the Company, the Supplier shall use reasonable commercial efforts to co-operate to the extent necessary with Company and Company's third party service providers where there is interaction or overlap between the Services and any other service being received by Company (including but not limited to any telecom expense management, helpdesk or ordering services provided by third parties to Company). In the event that such cooperation will result in any additional cost being incurred by the Supplier, the Supplier shall notify the Company, and the Parties shall (both acting reasonably) agree in writing on the scope of such request and any charges that will be payable to the Supplier in connection with the provision of the relevant assistance before Supplier can undertake the requested cooperation. For the avoidance of any doubt, no additional charges shall be payable by the Company to the Supplier pursuant to this Clause 3.4 unless the amount of such charges has been agreed between the Parties (both Parties acting reasonably) in advance of the relevant assistance being provided. The Company acknowledges that the Supplier is not obligated to provide any such assistance where the charges for that assistance have not been agreed by the Parties.

SECTION C: THE SERVICES

4. PROVISION OF SERVICES

4.1. Subject to the terms of Clause 3 (General), the Supplier shall provide the Services as set forth in the applicable Pricing Schedule and shall ensure that the Services:

- 4.1.1. comply in all material respects with the Services Description; and
- 4.1.2. are supplied in accordance with the terms of the Pricing Schedule and this Agreement.

5. SERVICE LEVELS AND SERVICE CREDITS

Service specific Service Level Agreements (SLAs) terms and conditions can be found in the relevant [REDACTED] Business Service Guide under Service Level Agreements found at att.com/servicepublications.

5.1. The payment of Service Credits is provided as a sole and exclusive remedy for a Service Level Failure in respect of the relevant Services. **Material SLA Failure.** If Supplier consistently fails to meet the objectives set forth in its service level agreements, such failure materially and adversely affects Customer's use of any Service Component and such failure continues unremedied for 30 days after Supplier's receipt of Company's written notice, Company may terminate the affected Service Components and, if the failure materially and adversely affects the entire Agreement, Company may terminate the entire Agreement.

SECTION D: ADDITIONAL SERVICES

6. ADDITIONAL SERVICES - GENERAL

6.1. The Company may, at its option, order Additional Services from the Supplier subject to mutual agreement of the Parties.

6.2. For the avoidance of doubt, nothing in this Agreement shall bind or oblige the Company to engage the Supplier to perform any Additional Services.

SECTION E – GENERAL OBLIGATIONS

7. SUPPLIER'S DUTIES

7.1. Without prejudice to Clause 23.1 (Quality of the Services) and its other obligations under and/or pursuant to this Agreement, the Supplier shall:

7.1.1 Upon Company's request, provide such general advice, assistance and Information in relation to the Services as the Company may reasonably require and pursuant to this Agreement, and shall comply with all reasonable requests and directions of the Company in connection with the Services;

7.1.2. without prejudice to Clause 29 (Termination Rights), use reasonable efforts to comply with any agreed timescales for performance of its obligations as set out in the Services Description, and/or as the Parties may agree in writing from time to time;

7.1.3. provide the Services at the relevant Sites or other locations specified in the relevant Pricing Schedule and/or at such other premises or locations as the Parties may agree in writing from time to time;

7.1.4. provide the Services during the hours of work specified in the Services Description and/or as the Parties may agree in writing from time to time;

7.1.5. provide and manage all Supplier Personnel, equipment, tools, plant, materials, vehicles and such other items as are required by the Supplier to provide the Services;

7.1.7. establish, maintain, and review its own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materializing;

7.1.8. comply with the Pricing Schedules when performing its obligations under this Agreement;

7.1.9. subject to its other obligations and rights under this Agreement, promote and protect the interests of the Company and the Avangrid Group in connection with the Services (wherever it would reasonably be expected to do so).

7.2. The Supplier acknowledges and agrees that it has:

7.2.1. been afforded the necessary access, information (including details regarding contracts, assets and resources) and support by the Company to enable it to evaluate the Company's requirements in connection with the relevant Services and to develop a solution for provision of those Services in order to meet the Company's requirements; and

7.2.2. satisfied itself of details relating to the nature of the relevant Services.

7.3. The aforementioned is based on the Company having provided to the Supplier complete and accurate information as part of Company's request for services.

8. COMPANY'S DUTIES

8.1. Without prejudice to its specific obligations set out in this Agreement, the Company shall provide the Supplier with such assistance and information as the Supplier may reasonably require in order to perform its obligations under this Agreement. The Company shall, in a timely manner, provide to the Supplier such access as reasonably required by ██████ to property and equipment that Company controls, and will obtain at Company's expense timely access for ██████ as reasonably required for the Services to property controlled by third parties such as Customer's landlord. ██████ will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to ██████ network. Customer must provide ██████ timely information and access to Customer's facilities and equipment as ██████ reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as ██████ reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for ██████ to perform its work according to a mutually agreed schedule.

8.2. Safe Working Environment. Customer will ensure that the location at which ██████ installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "**Hazardous Materials**" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. ██████ shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

8.3. Users. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

8.4. Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without [REDACTED] prior written consent.

8.5. Compliance with AUP. If a Service is provided over or accesses the Internet, Company, Company's Affiliates, and Users must comply with the AUP. A copy of [REDACTED] current AUP is attached as Schedule Part (Acceptable Use Policy).

8.6. The Company warrants to the Supplier that it has the right, power, capacity and authority to enter into and perform its obligations under this Agreement.

8.7. Company Assets. Without prejudice to the Supplier's obligations to provide the Services in accordance with this Agreement, the Parties agree that:

8.7.1 the Company shall be responsible for insuring all Company assets that are located in or on the Company's Sites against relevant insurable risks, including loss, damage and theft.

8.8. Supplier Equipment. Services may include use of certain equipment owned by Supplier that is located at the Site ("**Supplier Equipment**"). Unless the Parties expressly agree otherwise in writing in relation to any particular Supplier Equipment, title to the Supplier Equipment shall remain with the Supplier during the term of this Agreement. Company must provide electric power for the Supplier Equipment and keep the Supplier Equipment physically secure and free from liens and encumbrances. Company will bear the risk of loss or damage to Supplier Equipment (other than ordinary wear and tear) except to the extent caused by Supplier or its agents.

SECTION F SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

9. SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS.

9.1. Avangrid shall retain all of its ownership interest in Intellectual Property in any materials, specifications, designs, programs, reports and any other documentation created by any member of the Avangrid Group or for any member of the Avangrid Group by third parties. Company shall own those copies of any reports, produced and furnished to Company by Supplier ("**Reports**"), and Company is hereby granted, under Supplier's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Company's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

9.2. Supplier and its suppliers shall retain all of their ownership interest in Intellectual Property in any materials, specifications, designs, programs, reports and any other documentation created by Supplier or its associate members and its suppliers prior to the date of this Agreement or independently of this Agreement (collectively "**Supplier Pre-existing Materials**").

9.3. Supplier hereby grants, or shall procure the grant of, a non-exclusive, non-transferable right for Company and or any relevant member of the Avangrid Group to use those Supplier Pre-existing Materials which are provided to Company and/or any relevant member of the Avangrid Group pursuant to this Agreement for the sole purpose of, and solely to the extent reasonably necessary for, using the Services.

9.4. In no event shall a Party'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 such Party.

SECTION G - ACCESS TO PREMISES, HEALTH AND SAFETY AND ENVIRONMENT

10. HEALTH & SAFETY MEASURES AT AVANGRID'S PREMISES

10.1 The scope of work to be performed under this contract by Supplier and its contractors has been determined to be low risk and not of a construction nature to allow Supplier to be exempt from ISNetworld registration for this Agreement with the Company. In the event of a significant change in Supplier's scope of work to then require construction activities, Supplier shall then have to abide by the Company's more stringent safety requirements for that work. In both instances, Supplier shall abide by standard safety requirements for Supplier's work set forth in this Section G.

10.2 In performing work for the Company Supplier shall comply with all federal, state and local laws and regulations governing workplace safety. This includes work authorized to take place at any Company facility, property, designated work site or construction site. Company site policies may exceed the requirements of federal, state and local regulatory agencies, and are in addition to any procedures, policies, guidance, and/or work instructions of the contractor and will be communicated to Supplier in advance of work performed.

10.3 Supplier is and shall remain an independent contractor.

10.4 Supplier is responsible for its own safety compliance. Nothing stated herein shall relieve Supplier of its responsibility for the safety of its employees and public.

10.5 Supplier shall at all times comply with (1) all federal, state, and local safety and health requirements, (2) the Avangrid Contractor Safety Guide work rules applicable to the Sites as communicated to Supplier, and (3) its own safety procedures, policies, guidance, and/or work instructions.

10.6 Supplier shall be responsible for keeping up-to-date with all changes to federal, state, and local safety and health requirements, and for communicating any such changes to its employees, subcontractors, and agents.

10.6 Supplier shall be responsible for communicating any changes to the Avangrid Contractor Safety Guide work rules, as from time to time may be provided by the Company, to its employees, subcontractors, and agents.

10.7 Supplier shall at all times comply with all Company guidance, specific work instructions, site-specific rules, and/or health and safety plans communicated in advance.

10.8 Supplier is required to immediately report to the Company (within 24 hours of occurrence) all accidents, injuries and incidents, including near misses, no matter how insignificant using Avangrid's form (ANHS-FOR-020D) that occur on Avangrid premises or related to Avangrid work. Any additional Company reporting must be communicated in advance to Supplier and on-site technician. No personal information will be released without [REDACTED] Legal review.

10.9 Supplier is required to ensure its employees, subcontractors, and agents are aware (1) of who to contact in case of an emergency and (2) that all accidents, injuries and incidents must be reported immediately (within 24 hours of occurrence) to their Company representative.

10.10 Supplier shall investigate and report on all accidents, injuries and incidents, including near misses, to the Company within five (5) days of each occurrence, in a written report generated and submitted to a Company representative and shall include a root cause analysis and a list of all

corrective actions using Avangrid's form (ANHS-FOR-020D). Any additional Company reporting must be communicated in advance to [REDACTED] and on-site technician. No personal information will be released without [REDACTED] Legal review.

10.11 All written investigation reports are subject to review by the Company.

10.12 In the event Supplier is ever informed by a third party or has reason to suspect that it is not in compliance with any of the foregoing, it shall immediately notify Company (within 24 hours of discovery) of such noncompliance and take all appropriate action to remedy such noncompliance to the Company's satisfaction.

10.13 Neither compliance with the applicable Avangrid Contractor Safety Guide work rules nor the Company's approval of any actions or procedures of contractors shall relieve Supplier of its obligation to always use due care in performing work and to take any additional and necessary precautions to prevent injury, or property damage. Supplier shall ensure safe work practices are employed throughout the course of the project.

SECTION H – PAYMENT AND STEWARDSHIP PROVISIONS

11. CHARGES, INVOICING AND TAXES

11.1. Payments are due within sixty (60) days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. Company will reimburse Supplier for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. Supplier may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments. Company will pay Supplier without deduction (except for withholding taxes as provided under Clause 11.6), setoff (except for disputed charges as provided under Clause 11.2), or delay for any reason.

11.2. Delayed Billing/Disputed Charges. Company will not be required to pay charges for Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Company disputes a charge, Company will provide notice to Supplier specifically identifying the charges and the reason it is disputed within six (6) months after the date of the affected invoice or Company waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). The portion of charges in dispute may be withheld and will not be considered overdue until [REDACTED] completes its investigation of the dispute, but Company may incur late payment fees in accordance with Clause 11.1.. Bona fide disputes concerning invoices shall be addressed by the appropriate Supplier billing dispute center pursuant to Supplier's established methods and procedures, after the dispute is referred to the billing dispute center by either Company or Company's account team. If the dispute cannot be resolved by the billing dispute center within thirty (30) days from the referral to the billing dispute center, the dispute shall be escalated to the Parties' representatives as specified below. Following Supplier's notice of the results of its investigation to Company, payment of all properly due charges, including properly accrued late payment fees, must be made within ten (10) Business Days and [REDACTED] will reverse any late payment fees that were invoiced in error.

[REDACTED]	<u>CUSTOMER</u>	<u>TIME TO ADDRESS</u>
Client Business Manager	Lead Analyst and Manager	30 days

the affected Pricing Schedule prospectively. This Clause 11.8 will not apply to a change resulting from Company's decision to use service providers other than Supplier. Company will provide Supplier notice of the conditions Company believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Company incurs prior to amendment of the affected Pricing Schedule.

11.8.2 If Company, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Company and Supplier may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Company's MARC or other volume or growth discounts and on Company's attainment thereof.

12. STEWARDSHIP

12.1. Service Reviews. Every twelve (12) months during the term of the Agreement or as the Parties may mutually agree, Supplier shall, at no additional charge to the Customer, review the mix and configuration of the Services based on Supplier's reasonable understanding of Customer's expected needs during the succeeding twelve (12) months. Such needs will be communicated by Customer to Supplier in writing or in the course of stewardship meetings held monthly or at other intervals as the Parties may agree. Based on each such review, Supplier shall make recommendations in order for the Customer to improve the efficiency and cost-effectiveness of the Services. Supplier shall also (i) bring to the Customer's attention any Supplier existing or planned promotional offerings that Supplier believes may be of value to the Customer; and (ii) offer to provide advice concerning the Services and their configuration where they do not appear to be the most technically or economically appropriate for addressing the Customer's articulated telecommunication needs.

12.2 Supplier acknowledges the Customer's interest in state-of-the-art technologies that offer improved performance and more efficient and cost-effective ways to meet Customer's articulated network needs. Supplier will meet with Customer twice per year during the term of the Agreement to proactively recommend solutions by the addition of new features and functions and revisions, enhancements, modifications, or improvements to existing Service features. As Supplier develops new enhancements and improvements, it agrees to present them to the Customer when Supplier makes such enhancements and improvements generally available to its enterprise customers. All such information provided by Supplier that is not public, shall be treated as Supplier Confidential Information.

SECTION I: CONTRACT MANAGEMENT

13. CONTRACT MANAGEMENT

13.1. The Parties agree to manage this Agreement from the Effective Date through the governance structure, to be agreed by the Parties. The respective Representatives shall be sufficiently senior within the organization of the appointing Party, and granted sufficient authority by that Party, to ensure full cooperation in relation to the operation and the management of this Agreement.

14. SUPPLIER PERSONNEL

14.1. The Supplier shall procure that all Supplier Personnel engaged in the provision of the Services:

- 14.1.1. are properly trained and adequately supervised;
- 14.1.2. have all appropriate and necessary qualifications and registrations;
- 14.1.3. have all skills required for the performance of the Services for which they are engaged;
- 14.1.4. bear an identification badge which identifies the Supplier and/or the subcontractor and the wearer's name when on Company Sites; and
- 14.1.5. are, where applicable, provided with and wear appropriate protective equipment, clothing and footwear.

14.2. The Supplier shall, and shall procure that all Supplier Personnel and Supplier subcontractors shall, whilst within any of the Company's premises:

14.2.1. are required to comply with the requirements of the Occupational Safety and Health Administration (OSHA), all other applicable federal, state, and local laws, ordinances and regulations, [REDACTED], Health and Safety Policy, the [REDACTED] Health and Safety Management System Manual (both of which can be found at [REDACTED] and any applicable site-specific policy provided by Company in advance of performance of work at Company's physical locations;

- 14.2.2. not consume or have in their possession any alcohol or illegal substances;
- 14.2.3. not be under the influence of alcohol or any illegal substances;
- 14.2.4. only smoke in those areas of any Company Site where smoking is specifically authorized.

14.3. Without prejudice to Clause 21 (Confidentiality), the Supplier shall, and shall procure that all Supplier Personnel, shall:

- 14.3.1. regard as confidential and shall not disclose to any person, any information which is acquired as a consequence of the carrying out of the Services;
- 14.3.2. not read, copy or remove any file, correspondence, literature or photography from any Company's premises unless in accordance with the proper performance of the Services.

14.4. The Supplier shall use reasonable efforts to ensure continuity of Supplier Personnel under its direct control.

14.5. The Supplier shall comply with the requirements of all relevant applicable state and federal data security laws in relation to the Services.

14.6. In performing its obligations under and/or pursuant to this Agreement, the Supplier shall use a sufficient number of Personnel who possess a degree of skill and experience which is appropriate to the tasks to which they are allotted and the performance which they are required to achieve and who shall perform those tasks in a workmanlike and professional manner;

14.7. All Supplier Personnel shall be engaged by the Supplier under appropriate contracts during the period in which they are involved in providing Services directly to Company at Company's premises, if applicable, under and/or pursuant to this Agreement;

14.8. The Supplier shall pay all subcontractors and other suppliers promptly. In no circumstances shall the Supplier jeopardize any Avangrid license and/or permit, permission or other consent on which the Supplier relies upon in order to provide the Services through late or delayed payment of any fees or charges due to any third party.

15. SERVICES IMPROVEMENT

As provided in Clause 12 (Stewardship), Supplier agrees that it will pass on improvements to Company in the form of process and service improvements. Supplier will use its reasonable 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 Company in accordance with Clause 12 (Stewardship). Supplier agrees to work diligently with Company personnel toward attainment of this objective. Supplier is expected to advance its economies of 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 Company, as soon as they become available.

Supplier will provide such information as Company may reasonably request to assist the Company in deciding whether any improvement should be implemented. If the Company wishes to incorporate any improvement identified by Supplier, the Parties shall negotiate in good faith a mutually acceptable amendment to the Agreement.

16. SUPPLIER CORPORATE SOCIAL RESPONSIBILITY

16.1. Supplier acknowledges having been made aware (i) of the Company's Suppliers Code of Ethics ("Suppliers' Code of Ethics") (found at <https://www.iberdrola.com/suppliers/purchasing-portal/contracting-term>) and (ii) that Company requires all of its third-party service providers to comply with the standards as set forth in the Company's Corporate Social Responsibility Policy. Company acknowledges having been made aware of [REDACTED] Code of Conduct and other Corporate Responsibility schedules which may be viewed at [REDACTED], Supplier agrees that the [REDACTED] Code of Conduct, as written and applied, reflects Supplier's commitment to the principles defined in the Company's Suppliers' Code of Ethics (and in particular regarding labor, health and safety, environmental, and ethics) as such relate to the Services to be provided under this Agreement. Supplier agrees that it requires, and will continue to require, that its employees, contractors, Affiliates and any third parties providing services on behalf of Supplier to Company and/or providing or supporting the Services provided to Company comply with the [REDACTED] Code of Conduct.

17. AUDITS

17.1. Billing Audits

17.1.1. The Supplier shall keep or cause to be kept full and accurate billing records (in accordance with Good Industry Practice) relating to the performance of its obligations under this Agreement. Supplier shall preserve all pertinent records supporting payment for Services hereunder according to its own record retention policies.

17.1.2. Subject to Supplier's reasonable security requirements and not more than once every twelve (12) months from the Effective Date of the Agreement, Company may, at its own expense, review Supplier's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of Supplier's invoices to Company. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of ██████████ Confidential Information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Clause 20. Such reviews shall take place at a time and place agreed upon by the Parties. Supplier may redact from the billing records provided to Company any information that reveals the identity or confidential information of other Supplier customers or other Supplier information that is not relevant to the purposes of the review. Supplier shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Company in the form of a credit as soon as reasonably practicable under the circumstances.

17.1.3. This provision shall remain in effect for two (2) years following final payment under this Agreement.

17.2. Security Audits. For certain Services, Supplier retains external auditors for periodic reviews of Supplier's security practices against various standards, such as SSAE18 or its successor (or similar) reports, SysTrust, and Payment Card Industry (PCI) Data Security Standard (DSS). Additional information about external audits and certifications relevant to the Services is available from Company's ██████████ account team upon request. Supplier will provide Service Organization Control (SOC) audit reports to Company for any audits of the Services against the SSAE18 or its successor (or similar) reports that Supplier undertakes as part of its general business operations. Supplier shall provide these reports to Company upon request. Such reports are Supplier's Confidential Information and will be subject to restrictions on use and disclosure.

17.3. Company Inquiries and Audits. If the discussions and responses, along with available reports of independent auditors do not satisfy Customer's needs, once during a rolling 12-month period, Customer may request ██████████ support to respond to a formal inquiry about ██████████ Security Program, including a request to conduct its own security audit of certain ██████████ facilities or services. The Parties shall agree in writing on the scope of the inquiry, fees proportional to ██████████ anticipated costs for responding to the inquiry, timeframe, location (if an audit is to be conducted), and other terms and conditions before work to satisfy the inquiry is commenced. If Customer intends to use a third party to conduct an audit or tests, the third party will be required to enter into an appropriate non-disclosure agreement with ██████████ prior to commencing the audit or testing. Audits and tests may not be conducted by third parties who are direct competitors of ██████████ without ██████████ written consent or by third parties who have previously misused or misappropriated ██████████ confidential information. The following additional terms apply to the conduct of audits. Audits will be performed according to ██████████ Security requirements and during normal ██████████ business hours for the identified location.

- a) ██████████ will require adequate protection for ██████████ Confidential Information. ██████████ will not make any disclosure which would result in the disclosure of information about other ██████████ customers or services.
- b) There may be a limit on the number of onsite auditors.

- c) No copies may be taken of any documents (whether electronic or in hard copy) provided during the course of the audit and no document may be removed from the area where documents are available for inspection.
- d) Physical security audits and on-site reviews of █████ operational facilities and locations will be subject to policies maintained by █████ Asset Protection and █████ Corporate Real Estate or their successor organizations.

If Company is subject to regulation and audit by governmental or other regulatory authorities having authority to examine Company's records, Supplier will provide reasonable assistance as requested by Company to facilitate such examinations, subject to Company's agreement to pay reasonable fees that are proportional to Supplier's anticipated costs in facilitating the examination, and subject to the restrictions and conditions similar to those described above.

17.4. Security Incidents If Supplier discovers that a third party has obtained unauthorized access to Company's data (including, but not limited to, Customer Personal Data) during a security breach of Supplier's network and/or data storage facilities, Supplier will as soon as reasonably possible from the date of obtaining actual knowledge of any security incident notify Customer and promptly conduct an investigation to determine when, and, how the breach occurred. Supplier will reasonably assist Company in investigating and assessing the extent and nature of the breach and will reasonably inform Company of the progress of Supplier's investigation and its remediation and prevention efforts. Similarly, if Company becomes aware of any security breach that affects the Services, Company will promptly notify Supplier of such breach and will reasonably inform Supplier of the progress of and resolution of Company's investigation. Company and Supplier will each provide to the other contact information for such notifications and reporting.

17.5. Company's General Security Responsibilities. Company is responsible for establishing and implementing policies and procedures to safeguard its data and sensitive information against unauthorized access or use. Company may have additional security responsibilities, depending on the nature of the █████ Services used by Company. With respect to use of █████ Services, these responsibilities include the following, without limitation:

- a) Selecting and implementing appropriate security measures (which may include encryption) based on the nature of the Services Company uses and the type of information Company transmits or stores via the Services.
- b) Selecting and using appropriate █████ Services, security features and options, based on Company's specific business practices, security requirements and the type of information Company transmits or stores via the Services.
- c) Developing and maintaining appropriate management and security procedures, such as physical and logical access controls and processes (e.g., application logon security, including unique user identifications and passwords/pins/tokens complying with prudent security policies) on any Company-provisioned or managed networked devices and systems.
- d) Protecting and providing physical security of devices and systems on Company's premises, including, but not limited to, preventing unauthorized sensors, sniffers and eavesdropping devices from being installed on devices and systems located on Company's premises.

- e) Ensuring no security testing or scanning is initiated by Company or its employees, agents or contractors on: (i) ██████████; or (ii) application components outside the responsibility and ownership of Company, except pursuant to the terms of a separate written agreement with Supplier. Promptly notifying Supplier of any actual or suspected security incidents or vulnerabilities Company discovers relating to the Services.

18. CHANGE IN LAW

18.1. The Parties agree to comply with all applicable laws.

19. DISPUTE RESOLUTION

19.1. For other than billing disputes, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the Parties, the Parties shall make a good faith effort to resolve any such disputes by negotiations between their respective representatives having decision-making authority. If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the Technical Contract Manager of IT of Customer and the ██████████ Sales Center Vice President for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the Executive Director of IT of Customer and the ██████████ Regional Vice President for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the CIO of Customer and the ██████████ Sales Vice President. If the dispute cannot be so resolved, then either Party may initiate formal proceedings; however, formal proceedings may not be commenced until the earlier of:

- a) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or

- b) thirty (30) days after the initial request to negotiate such dispute.

19.2. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. Neither Party shall object to state or federal courts located in Manhattan as appropriate venues for any legal action arising from this Agreement. The United Nations Convention on Contracts for International Sale of Goods will not apply

19.3. Any claim arising in connection with this Agreement must be commenced within two (2) years after the cause of action accrues or it will be deemed time-barred and waived. The Parties waive any statute of limitations to the contrary except where statute precludes the waiver of a longer limitation period in which case such longer limitation period shall apply.

20. PROTECTION OF PERSONAL DATA

20.1 In the performance of its obligations under this Agreement, each Party agrees to comply with all applicable laws concerning personal data protection and privacy applicable to its business or to the processing of personal data made under the terms of this Agreement. Furthermore, Supplier shall process Customer Personal Data in accordance with this Agreement. Customer hereby instructs Supplier, and Supplier hereby agrees, to process Personal Data as necessary to perform Supplier's obligations under this Agreement and for no other purpose.

20.2. Supplier shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to Supplier's business. If Company does not want Supplier to comprehend Company data to which it may have access in performing the Services,

Company must encrypt such data so that it will be unintelligible. If required by applicable law, Customer shall give notice to its Users, employees and agents regarding Company's and Supplier's collection and use of the User, employee or agent information in connection with a Service or, if applicable, obtain their consent. Company will only make accessible or provide Company Personal Data to Supplier when it has the legal authority to do so. Unless otherwise directed by Company in writing, if Supplier designates a dedicated account representative as Company's primary contact with Supplier, Company authorizes that representative to discuss and disclose Company's customer proprietary network information to any employee or agent of Company without a need for further authentication or authorization.

21. CONFIDENTIALITY

21.1. Except to the extent set out in this Clause 21 or where disclosure is expressly permitted elsewhere in this Agreement:

21.1.1. each Party (the "**Recipient**") shall, for a period of three (3) years following its disclosure to the other Party (except in the case of Software, for which the period is indefinite);

21.1.1.1. treat all of the Confidential Information of the other Party (the "**Disclosing Party**") as confidential and safeguard it with at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or Confidential Information to prevent its disclosure, unauthorized use or publication; and

21.1.1.2. not disclose the Disclosing Party's Confidential Information to any other person, except as provided in Clauses 21.3 and 21.4, without the Disclosing Party's prior written consent;

21.1.1.3 use the Confidential Information only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of Supplier to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

21.2. Clause 21.1 shall not apply to the extent that:

21.2.1. such disclosure is required by Law, by a court of competent jurisdiction or pursuant to a governmental order, provided that, if permitted by law, the Recipient shall use reasonable efforts to provide prior written notice to the Disclosing Party of any proposed disclosure pursuant to this Clause 21.2.1 to allow the Disclosing Party to make any submissions to such court or other competent authority and/or otherwise seek to prevent or constrain such disclosure;

21.2.2. such information was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

21.2.3. such information was obtained from a third party without obligation of confidentiality;

21.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or

21.2.5. such information was independently developed without access to the Confidential Information.

21.3. Without prejudice to Clause 21.1, the Supplier may only disclose the Company's Confidential Information to Supplier Personnel who are directly involved in the performance of the Supplier's obligations under this Agreement and who need to know the information, and the Supplier shall procure that all Supplier Personnel are made aware of, and comply, with the obligations as to confidentiality set out in this Clause 21. The Supplier shall be liable and responsible to the Company in relation to all acts and omissions of the Supplier Personnel as if they were the acts and omissions of the Supplier.

21.4. Without prejudice to Clause 21.1, the Company may only disclose the Supplier's Confidential Information to the Company's and/or any other Avangrid Group Company's officers, employees, contractors, and/or agents (provided such third parties are not direct competitors of the Supplier) who need to know the information, and the Company shall procure that all such persons are made aware of, and comply, with the obligations as to confidentiality set out in this Clause 21. The Company shall be liable and responsible to the Supplier in relation to all acts and omissions of such persons as if they were the acts and omissions of the Company.

21.5. Without prejudice to Clauses 21.3 and 21.4, if a Recipient becomes aware of any breach of this Clause 21 by any person to whom the Recipient has disclosed the relevant information it shall promptly notify the Disclosing Party and give the Disclosing Party (at the Recipient's own cost) all reasonable assistance in connection with any proceedings or other action which the Disclosing Party may institute or take against any such persons.

21.6. The Supplier shall not, and shall ensure that the Supplier Personnel do not, use any of the Company's and/or any Avangrid Group Company's Confidential Information otherwise than for the purposes of this Agreement without the prior written consent of the Company. The Company shall not, and shall ensure that its Personnel do not, use any of the Supplier's Confidential Information otherwise than for the purposes of this Agreement and/or the Services provided pursuant to this Agreement without the prior written consent of the Supplier.

21.7. Without prejudice to its obligations under this Clause 21, the Supplier shall not use or divulge or communicate to any person (other than those of the Supplier Personnel who need to know the same or with the written authority of the Company):

21.7.1. any confidential information concerning the products, customers, business accounts, finance or contractual arrangements or other dealings transactions or affairs of the Company (and/or any other Avangrid Group Company) which may come to the Supplier's (or for the avoidance of doubt, any Supplier Personnel's) knowledge in the course of providing the Services; or

21.7.2. any Contract-Specific IPRs belonging to the Company (as defined in Clause 9 (Software and Intellectual Property Rights), Company Assets, Company Materials or the substance of any report recommendation advice or test made, given or undertaken by the Supplier in connection with its duties under this Agreement specifically given or undertaken for the Company.

21.8. Without prejudice to its obligations under this Clause 21, the Company shall not use or divulge or communicate to any person (other than those of the Company's Personnel who need to know the same or with the written authority of the Supplier) any confidential information concerning the products, customers, business accounts, finance or contractual arrangements or other dealings transactions or affairs of the Supplier, including Supplier IPRs, which may come to the Company's (or for the avoidance of doubt, any of the Company's Personnel's) knowledge in the course of receiving the Services.

21.9. At the Company's request, the Supplier shall procure that any Supplier Personnel identified by the Company from time to time execute(s) a confidentiality undertaking directly for the Company's benefit, containing undertakings that are substantially similar to the undertakings granted by the Supplier under this Agreement.

21.10. The Supplier acknowledges and agrees that certain of the Avangrid Group Companies are subject to various statutory and regulatory requirements in relation to the disclosure of information to Regulatory Bodies and that the Company and/or other Avangrid Group Companies may, acting in accordance with the relevant statutory and regulatory requirements, be obliged to disclose information (including Confidential Information). The Company shall use reasonable efforts (where possible) to consult with and take the Supplier's views into account prior to making any disclosure pursuant to this Clause 21.10. The Company shall provide to the Supplier details of any of the Supplier's Confidential Information that is disclosed by the Company pursuant to this Clause 21.10 (either before or as soon as reasonably practicably after such disclosure is made).

22. PUBLICITY AND TRADEMARKS

22.1 Without prejudice to each Party's rights and obligations under Clause 21 (Confidentiality), and except to the extent that it is required to do so pursuant to any Law and/or is expressly permitted to do so under any other provision of this Agreement, neither Party shall be entitled to publish any reports, articles, press releases or other documents or information relating to the subject matter of this Agreement without the prior written consent of the other Party. Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice.

SECTION J - INDEMNITY, LIABILITY AND RISK PROTECTION

23. QUALITY OF THE SERVICES

23.1. Without prejudice to its other obligations under and/or pursuant to this Agreement, the Supplier represents and warrants that:

23.1.1. it has the right, power, capacity and authority to enter into and perform its obligations under this Agreement;

23.1.8. it has and shall continue to have all licenses, permissions, authorizations, consents and permits required to perform its obligations under and/or pursuant to this Agreement;

23.1.9. it shall comply with all Laws applicable to the performance of its obligations under and/or pursuant to this Agreement;

23.1.15. it shall not enter into any agreement, arrangement or otherwise act in relation to any matter that will, or is likely to, create a conflict of interest with the Supplier's obligations under and/or pursuant to this Agreement;

23.1.16. it shall take all reasonable steps to ensure that, in the performance of its obligations under this Agreement, interference with the operations of the Company's and all other Avangrid Group Companies' businesses (and that of their respective employees or other contractors and suppliers) is kept to a minimum;

23.2. The Supplier shall operate a quality management system which meets the requirements of an appropriate national and/or international standard.

24. INDEMNITY

24.1. Subject (where applicable) to any limitations set out in this Agreement (but without prejudice to the Company's rights or remedies under this Agreement or at law), Supplier and Company shall indemnify and hold each other and their Affiliates and their respective officers, directors, partner, principal, employees, agents, successors and permitted assignees harmless against Damages arising out of third party claims resulting from bodily injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of the Party from whom indemnity is sought, its agents, employees or subcontractors, in connection with the provision or use of Services. Supplier shall not be liable under this Clause 24.1 for damages caused by service or equipment that is not furnished by Supplier under this Agreement.

24.2. Other Supplier's Obligations. Supplier agrees at its expense to defend and either to settle any third-party claim against Company, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Company under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Company's, its Affiliate's or a User's content; (b) modifications to the Service by Company, its Affiliate or a third party, or combinations of the Service with any non-Supplier services or products by Company or others; (c) Supplier's adherence to Company's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

24.3. Other Company's Obligations. Company agrees at its expense to defend and either to settle any third-party claim against Supplier, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Company's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of Supplier under Clause 24.2; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Clause 24.2; or (c) alleges a breach by Company, its Affiliate or a User of a Software license agreement.

24.4. Infringing Services. Whenever Supplier is liable under Clause 24.2, Supplier may at its option either procure the right for Company to continue using, or may replace or modify the Service so that it is non-infringing.

24.5. Notice and Cooperation. The Party seeking defense or settlement of a third-party claim under this Clause 24 will provide notice to the other Party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other Party is prejudiced by the delay. The Party seeking defense or settlement will allow the other Party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending Party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the Party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the Party being defended is limited to monetary damages that are paid by the defending Party under this Clause 24.

24.6. Supplier's obligations under Clause 24.2 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Software or Third-Party Services.

25. LIMITATIONS ON LIABILITY

25.1. EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE LIMITED TO:

- (i) DAMAGES FOR BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE;
- (ii) FOR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
- (iii) FOR BREACH OF CLAUSE 21 (Confidential Information), CLAUSE 22 (Publicity and Trademarks), PROVEN DIRECT DAMAGES;
- (iv) FOR ANY THIRD-PARTY CLAIMS, THE SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER CLAUSE 24 (INDEMNITY);
- (v) DAMAGES ARISING FROM SUPPLIER'S WILLFUL MISCONDUCT OR FRAUD;
- (vi) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE, NEITHER PARTY'S LIABILITY SHALL IN ANY EVENT EXCEED PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY COMPANY FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT COMPANY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

25.2. EXCEPT AS SET FORTH IN CLAUSE 24 (INDEMNITY), NEITHER PARTY'S LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SHALL IN ANY EVENT EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY COMPANY FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED, AND PROVIDED SUCH DAMAGE(S) ARE PROVEN TO HAVE RESULTED FROM THE CONDUCT OF THE PARTY TO BE CHARGED WITH SUCH DAMAGES. THIS SHALL NOT LIMIT COMPANY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

25.3. SUPPLIER WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR CREDITS FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, NETWORK, OR SYSTEMS.

25.4. DISCLAIMER OF WARRANTIES. SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY

REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING AND ANY IMPLIED CONDITION. FURTHER, SUPPLIER MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT SUPPLIER'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, COMPANY'S DATA AND CONFIDENTIAL INFORMATION.

25.5. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, GOODWILL, ADVANTAGE, BUSINESS, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS (EXCEPT FOR THE COMMERCIALY REASONABLE COST OF NECESSARY REPLACEMENT OF NON-FUNCTIONING SERVICE WHICH SHALL NOT BE EXCLUDED HEREUNDER); REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT AND/ OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES.

26. INSURANCE

26.1. Without limiting any of its other responsibilities or liabilities under and/or pursuant to this Agreement, the Supplier shall take out and maintain or procure the maintenance for the term of this Agreement (and, where applicable, the relevant period after the term of this Agreement) the insurances specified in Schedule Part (Insurance).

26.2. The Supplier shall provide to the Company, on request, evidence (in a form acceptable to the Company) of the insurances in place pursuant to Clause 26.1 from time to time

26.3. For the avoidance of any doubt, the risks, obligations, responsibilities and/or liabilities of the Supplier under and/or pursuant to this Agreement are not limited to taking out the insurance policies required pursuant to this Clause 26, and the Supplier's liability under and/or pursuant to this Agreement shall not be limited or restricted to the amount(s) insured and/or recovered under any insurance policies maintained by the Supplier at any time or from time to time.

26.4. Cyber Insurance Requirements

a) Supplier shall during the term of this Agreement have and maintain the following insurance coverage:

(i) Cyber Errors and Omissions Policy providing coverage, on a per occurrence claims made 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 [REDACTED] per claims and in the aggregate, which policy shall include coverage for all costs or risks associated with:

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

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

(iii) The Cyber E&O Policy shall be endorsed to name Customer, its Affiliates and their respective employees, officers, agents, and representatives as additional insured(s).

26.6. Supplier warrants that the scope of all coverage furnished to the Customer as additional insured pursuant to this Agreement shall be identical to that furnished to the Supplier as named insured, other than responsibility to pay the policy deductible, self-insured retention, or retrospective premium.

26.7. The Supplier (as named insured) shall pay any deductible, self-insured retention, or retrospective premium with respect to any claim or occurrence made under any of the insurance policies or coverage to be provided by the Vendor pursuant to this Agreement. Supplier'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.

27. SECURITY

27.1. Supplier shall maintain and implement commercially reasonable network and data security procedures and controls with respect to the Services provided under this Agreement and with respect to any data in systems owned or managed by Supplier. Specifically, Supplier shall maintain and implement commercially reasonable organizational, administrative, technical, physical and logical safeguards designed to protect Supplier's network, systems, databases, equipment, files, and locations against unlawful or unauthorized access or intrusion by third parties. Upon request, Supplier will provide Company with a copy of the [REDACTED] *Information & Network Security Customer Reference Guide (Mar. 2017/ver 5.4)* which provides an overview of the [REDACTED] Security Program as of the publication date. Supplier anticipates that the [REDACTED] Security Program will continuously evolve, and Supplier therefore hereby advises Company that the policies and procedures described in the [REDACTED] *Information & Network Security Customer Reference Guide* may be changed by Supplier without notice to or consultation with Company.

27.2. Company shall maintain and implement commercially reasonable security procedures and controls to protect its own data, including but not limited to the employment of adequate encrypting and/or camouflaging technologies, and in no event shall Supplier be liable for any damages or losses that could have been prevented by such measures.

27.3. Without prejudice to its other obligations under and/or pursuant to this Agreement, the Supplier shall comply, and shall procure the compliance of the Supplier Personnel, with Supplier Security policies.

28. BUSINESS CONTINUITY AND DISASTER RECOVERY

28.1. Supplier maintains a Business Continuity Management Program ("**Program**") to help prevent or mitigate service disruptions and aims to rapidly respond to any loss of essential Supplier business processes. The Program includes management disciplines, processes, and techniques to support Supplier's essential business processes related to customer service in the event of a significant business disruption. The Program is ISO 22301:2012 certified and also aligned with the Disaster Recovery Institute International (DRII) Professional Practices. Upon request, Supplier may provide Company with a copy of the [REDACTED] *Business Continuity Preparedness Handbook* which outlines the Supplier preparedness planning efforts. At the time

an actual disaster occurs, Supplier network disaster recovery may be implemented by Supplier, as determined necessary to recover the Supplier network, providing no preferential treatment for individual similarly situated commercial enterprises. Communication of activities during any such events that affect the level of service provided to Company, including notification to Company, will follow normal escalation procedures. Supplier provides additional, separately priced, customer specific business continuity products and services to assist in developing plans to protect Company's critical data and business operations.

SECTION K - TERMINATION AND TERMINATION ASSISTANCE

29. TERMINATION RIGHTS

29.1. Termination of Agreement. This Agreement may be terminated immediately upon notice by either Party if the other Party is subject to an Insolvency Event.

29.2. Termination or Suspension. The following additional termination provisions apply:

(a) Material Breach. If either Party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for thirty (30) days after receipt of notice, the aggrieved Party may terminate (and ██████ may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and ██████ may suspend and later terminate) the entire Agreement.

(b) Materially Adverse Impact. If ██████ revises a Service Publication, the revision has a materially adverse impact on Customer and ██████ does not effect revisions that remedy such materially adverse impact within thirty (30) days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to ██████, given not later than ninety (90) days after Customer first learns of the revision to the Service Publication. "**Materially adverse impacts**" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) Internet Services. If Customer fails to rectify a violation of the AUP within five (5) days after receiving written notice from ██████, ██████ may suspend the affected Service Components. ██████ reserves the right, however, to suspend or terminate immediately when: (i) ██████ suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) ██████ is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) ██████ reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if ██████ were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of ██████ network or networks with which ██████ is interconnected or may interfere with another customer's use of ██████ services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to ██████ ██████ customers or its or their respective employees.

(d) Fraud or Abuse. ██████ may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance written notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon ██████; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses

AT&T's network or Service; or (v) interferes with another customer's use of [REDACTED] network or services.

(e) Infringing Services. If the options described in Clause 24.4 (Infringing Services) are not reasonably available, Supplier may at its option terminate the affected Services or Service Components without liability other than as stated in Clause 24.2 (Other Supplier's Obligations).

(f) Hazardous Materials. If [REDACTED] encounters any Hazardous Materials at the Site, [REDACTED] may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

29.3. Effect of Termination.

(a) Termination or suspension by either Party of a Service or Service Component does not waive any other rights or remedies a Party may have under this Agreement and will not affect the rights and obligations of the Parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred for Services received prior and up to the effective date of termination. Nothing herein shall be construed to limit Customer's right to dispute charges under Clause 11.2 (Delayed Billing/Disputed Charges).

29.4. Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if [REDACTED] terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Clause 28.4.

(b) If Customer or [REDACTED] terminates a Service or Service Component prior to Cutover other than as set forth in Clause 28.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse [REDACTED] for time and materials incurred prior to the effective date of termination, plus any third party charges prior to cutover resulting from the termination.

(c) If Customer or [REDACTED] terminates a Service or Service Component after Cutover other than as set forth in Clause 28.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by [REDACTED] from a third party (*i.e.*, not an [REDACTED] Affiliate) due to the termination. The charges set forth in Clauses 29.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "**Minimum Period**") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

30. CONSEQUENCES OF TERMINATION

30.1. In case of Customer termination or expiry of the Agreement in whole or in part, or more generally in case of termination or expiry of certain Services, and for a period up to twelve (12) months after the effective date of termination or expiry, as extended by agreement of the Parties as the case may be (the "**Termination Assistance Period**") the Parties shall cooperate, and the Supplier shall provide the Customer and its designees such assistance as the Customer may reasonably request, in order for the Customer to carry out the seamless transition of the terminated or expired Services from the Supplier to the Customer and/or its designees, without causing any unnecessary interruption of, or causing any unnecessary adverse impact on the Services and any such interruptions shall be scheduled and agreed between the Parties..

30.2. On termination of this Agreement or in the event that Termination Assistance is requested by Customer, at the end of the Termination Assistance Period, for whatever reason:

30.2.1. except where expressly stated to the contrary in this Agreement, each Party shall return to the other Party all (or such part) of that other Party's Confidential Information which is in its possession;

30.3. In the event of termination or expiry (or termination or expiry of Termination Assistance Period, if applicable), the Supplier shall:

30.3.1. refund to the Company all Charges it has been paid in advance in respect of Services not provided by the Supplier as at the date of expiry or termination, after accounting for any outstanding payments or any termination charges under Clauses 29.3 and 29.4;

30.3.2. after all billing and payment obligations have been satisfied, cease to use the Company Confidential Information and, at the direction of the Company (and subject to its obligations for any agreed Termination Assistance):

30.3.2.1. provide the Company and/or the replacement supplier with the relevant and sufficient non-proprietary information and knowledge transfer with respect to all such non-proprietary information in a format and on media agreed with the Company in order to enable the Customer and/or replacement supplier to transition and continue the provision of the Services; and

30.3.2.2. on the earlier of the receipt of the Company's written instructions or twelve (12) months after the date of expiry or termination, destroy all copies of the Company proprietary information; and

30.3.3. comply with its obligations contained in any agreed Termination Assistance Plan.

31. TERMINATION ASSISTANCE CHARGES

31.1. Notwithstanding Clause 2.3 herein, and except for Services provided by an █████ ILEC Affiliate, and unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Supplier shall continue to provide the Services at the discounts, rates or charges and terms and conditions contained in this Agreement, on a month-to-month basis for a period not to exceed twelve (12) months after the expiration or termination of any Attachment or Pricing Schedule (the

“Transition Period”), except where [REDACTED] has terminated the Attachment or Pricing Schedule for cause (as permitted under this Agreement) or due to a Service ceasing to be generally available to similarly situated customers. During the Transition Period, (i) no minimum purchase requirements or commitments of any kind shall apply, (ii) [REDACTED] will not proactively discontinue and will use reasonable efforts to comply with Service Levels, but it will not be obligated to pay or issue service level or performance credits, and (iii) no benchmarking or rate reviews will take place. At the end of the Transition Period [REDACTED] may change such prices, terms or conditions on 30 days’ prior notice to Customer.

31.2. Except as expressly stated to the contrary in this Agreement, the termination of this Agreement or its expiry for whatever reason shall not prejudice or affect any accrued rights or remedies of either Party.

31.3. The termination or expiry of this Agreement for whatever reason shall not affect the coming into force or continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

SECTION L: MISCELLANEOUS

32. FORCE MAJEURE

32.1. Subject to the remaining provisions of this Clause 32, either Party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

32.2. The Affected Party shall immediately give the other Party written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect

32.3. As soon as practicable following after the Affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable efforts to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimize the consequences of the Force Majeure Event.

32.4. The Affected Party shall not be entitled to claim relief under this Clause 32 if (i) it has failed to comply with its obligations under Clause 32.2 and/or (ii) to the extent that the Force Majeure Event has been caused or contributed by the Affected Party’s willful act, delay, neglect or failure to take reasonable precautions against the relevant Force Majeure Event (including, without limitation, any failure to place orders or issue instructions when it ought reasonably to have done so).

32.6. The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be

performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

32.7. For the avoidance of any doubt, the Supplier shall not be entitled to be paid any Charges in respect of any Services not performed as a result of any Force Majeure Event; provided, however, that if Supplier provides substitute services during the Force Majeure Event, the Supplier shall be entitled to be paid for such services. The Parties will mutually agree to any substitute services prior to implementation.

33. ALIENATION

33.1. Subject to Clauses 33.2 and 33.3, neither Party shall be permitted to assign, novate, or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

33.2. Notwithstanding the above, the Supplier may assign all or part of its rights and obligations under this Agreement to any of its Affiliates, and the Supplier will in such case remain responsible for the performance of such obligations.

33.3. The Company may, by written notice to the Supplier, sub-contract, assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement to any other Avangrid Group Company provided that the relevant Avangrid Group Company is manifestly capable of paying the Charges payable to the Supplier under the terms of the Agreement. Subject to a satisfactory credit check by Supplier, the Supplier may not unreasonably contest such transfer.

33.4. Following receipt of notice from the Company under Clause 33.3, or by Supplier under Clause 33.2, the Supplier (or, where applicable, the Company) shall expeditiously execute all forms, agreements and/or other documentation necessary for the sub-contract, transfer or assignment of the Company's (or, where applicable, the Supplier's) rights and/or obligations under this Agreement in accordance with the notice provided by the Company under Clause 33.3 (or, where applicable, by Supplier under Clause 33.2).

33.5. Notwithstanding anything herein to the contrary, the Supplier may subcontract to a third-party work to be performed under the Agreement but will remain responsible for the performance of such obligations.

3236. In countries where the Supplier does not have an Affiliate to provide a Service, the Supplier may assign its rights and obligations related to such Service to a local service provider, but the Supplier will remain responsible to Company for such obligations.

34. WAIVER AND CUMULATIVE REMEDIES

33.1. Any failure to exercise or any delay in exercising a right or remedy by a Party shall not constitute and/or be construed as a waiver of that right or remedy or of any other rights or remedies. The rights and remedies provided to a Party under and/or pursuant to this Agreement may be waived only by written notice by the relevant Party to the other Party in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to in the notice.

34.2. Unless any of a Party's rights or remedies under and/or pursuant to this Agreement are expressly stated to be an exclusive right or remedy, the exercise of such rights and remedies shall be without prejudice to such Party's other rights and remedies.

34.3. A Party's rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law or otherwise under this Agreement.

35. RELATIONSHIP OF THE PARTIES

35.1. Each Party is an independent operator and nothing in this Agreement is intended to (i) create a relationship of employment, partnership or joint venture between the Parties or any other legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party or (ii) authorize either Party to act as agent for the other. The Supplier shall not have the authority to make representations for the Company, act in the name or on behalf of the Company or otherwise bind the Company and shall not hold itself out as having any such authority.

36. SEVERANCE

36.1. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court or administrative body of competent jurisdiction, such provision shall be severed without effect to the remaining provisions of the Agreement that are not affected by such invalidity, illegality or unenforceability. If a provision of this Agreement is held to any extent to be invalid, illegal or unenforceable, the Parties shall immediately commence good faith negotiations to remedy that invalidity and to agree any appropriate alternative provisions which achieve, to the greatest extent possible, the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision(s).

37. FURTHER ASSURANCES

37.1. The Supplier undertakes to the Company that at the request of the Company it shall do all acts and execute all documents which may be necessary to give effect to the meaning and intent of this Agreement.

38. ENTIRE AGREEMENT

38.1. Subject to the terms of Clause 2.3, this Agreement, and any other documents expressly referred to in it and annexed to it, constitute the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersedes, cancels and nullifies any previous agreement between the Parties in relation to that subject matter. For the avoidance of any doubt, this Agreement supersedes (i) any terms and conditions that the Supplier may propose or have proposed, at any time, to apply to the subject matter of this Agreement and/or any of the Services and (ii) any terms and conditions that are annexed to any purchase order issued by the Company in connection with this Agreement and/or any of the Services.

38.2. No purported amendment to this Agreement shall be effective unless and until it is set out in a written document that is signed by authorized representatives of both Parties, which, in the case of the Company, shall require signature by two authorized representatives of the Company.

39. THIRD PARTY RIGHTS

39.1. This Agreement is entered into by the Company for the benefit of all Avangrid Group Companies. The Parties agree that any Avangrid Group Company shall have the benefit of the

terms of this Agreement as if it were a party hereto and without prejudice to the foregoing generality each such Avangrid Group Company shall have the benefit of all licenses, warranties, undertakings and indemnities granted in favor of the Company under this Agreement.

39.2. The Company will be able to enforce any of the benefits, warranties, indemnities, licenses and any other rights on behalf of any Avangrid Group Company. For this purpose, any Losses suffered by members of the Avangrid will not be treated as being indirect, special or consequential in terms of Clause 25 simply because it has been suffered by members of the Avangrid Group and not by the Company directly. For the avoidance of doubt, if the Company or any Avangrid Group Company receives a remedy or makes recovery against the Supplier in respect of any specific losses or damages (or agrees a settlement with the Supplier in respect of those losses or damages) then the Company shall not, and shall make sure that no other member of its Group shall, take legal proceedings or seek recovery of damages in respect of the same losses or damages.

39.3. The limitations of liability in this Agreement will apply to the Avangrid Group as a whole so that they apply to all liabilities incurred under or in connection with this Agreement:

39.3.1. by the Supplier to the Avangrid Group in aggregate; and

39.3.2. by the Avangrid Group in aggregate to the Supplier.

39.4. Without prejudice to Clause 39.2, to the extent to which any Services provided pursuant to this Agreement are provided to and for the benefit of an Avangrid Group Company, that Avangrid Group Company may enforce the terms of this Agreement subject to and in accordance with this Agreement as a third-party beneficiary hereto.

39.5. For the avoidance of any doubt, the Parties may agree to alter, vary, terminate or rescind this Agreement (in accordance with its terms) without the consent of any third party.

40. NOTICES

40.1. Any notice or communication given pursuant hereto shall be in writing and (1) delivered personally (personally delivered notices shall be deemed given upon written acknowledgment of receipt after delivery to the address specified); or (2) mailed by registered or certified mail, postage prepaid (mailed notices shall be deemed given on the actual date of delivery, as set forth in the return receipt, or upon refusal of receipt); or (3) delivered by fax or electronic mail (notices sent by fax or electronic mail shall be deemed given upon confirmation of delivery); or (4) by reputable overnight courier.

41. PREVENTION OF CORRUPTION

41.1. Each Party shall:

41.1.1. comply with all applicable federal, state and local laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including, but not limited to the U.S. Foreign Corrupt Practices Act ("**Relevant Requirements**"); and

41.1.2. have and shall maintain in place throughout the term of this Agreement, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements.

41.2. The Parties agree that:

40.2.1. each Party shall promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement; and

41.2.2. the Supplier shall immediately notify the Company if a public official exerts a direct or indirect influence over the performance of this Agreement.

41.3. The Supplier shall not:

41.3.1. offer or agree to give any person working for or engaged by the Company or any other Avangrid Group Company any gift or other consideration which could act as an inducement or a reward for any act or failure to act in connection with this Agreement, or any other agreement between the Supplier and the Company or any Avangrid Company, including its award to the Supplier and any of the rights and obligations contained within it; nor

41.3.2. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or shall be, paid to any person working for or engaged by the Company or any other Avangrid Group Company by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Company and has been approved by the Company before execution of this Agreement.

41.4. If Supplier is found guilty by a court of competent jurisdiction to be responsible for the violation of FCPA or other Relevant Requirement that is directly related to the performance of [REDACTED] obligation under this Agreement, the Customer shall have the right to terminate this Agreement for breach pursuant to Section 28 of the Agreement.

This Agreement signed by Supplier first, is effective upon Company signature provided that such fully signed Agreement is returned to Supplier not more than forty-five (45) days after Supplier's signature date. Any change made to this document renders the Agreement null and void.

IN WITNESS WHEREOF this Agreement has been executed as follows:

SUBSCRIBED for and on behalf of



AVANGRID MANAGEMENT COMPANY LLC	
By: <u>[Signature]</u>	
Name: <u>JAMES P. TORGERSON</u>	
Title: <u>CEO</u>	
Date: <u>11 June 2018</u>	
By: <u>[Signature]</u>	
Name: <u>Marta Moreno</u>	

Title: <u>CTRL CORPORATE FUNCTIONS CONTROL</u>	
Date: <u>6/11/2018</u>	



Exhibit A

Schedule Part - ██████████ Acceptable Use Policy

The attached is a copy of ██████████ current Acceptable Use Policy ("AUP") as of May 9, 2018. ██████████ may revise the AUP and any Service Publication at any time..To be notified of changes to the Acceptable Use Policy, please complete the form available at ██████████

Introduction

██████████ is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use ██████████ network and the Internet without interference or harassment from other users. The ██████████ Acceptable Use Policy ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. ██████████ reserves the right to change or modify the terms of the AUP at any time, effective when posted on ██████████ web site at ██████████ Customer's use of

the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to the [REDACTED] services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions:

[REDACTED] prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of [REDACTED] network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the [REDACTED]-branded website or from a website that contains [REDACTED]-branded content is a violation of this AUP.

Unlawful Activities:

IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights:

IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of [REDACTED] or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content:

IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In

addition, for those IP Services that utilize [REDACTED] provided web hosting, [REDACTED] reserves the right to decline to provide such services if the content is determined by [REDACTED] to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors:

[REDACTED] complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit [REDACTED]

Child Pornography:

IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: [REDACTED] will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse:

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the [REDACTED] network or of the networks with which [REDACTED] interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;

- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of [REDACTED] (or another party's) server, network, network access, personal computer or control devices,

software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to ██████████ network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. ██████████ has no responsibility for any material created on the ██████████ ██████████ or accessible using IP Services, including content provided on third-party websites linked to the ██████████. Such third-party website links are provided as Internet navigation

tools for informational purposes only, and do not constitute in any way an endorsement by [REDACTED] of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in [REDACTED] taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, [REDACTED] may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

[REDACTED] reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when [REDACTED] reasonably determines that the Customer's use of the affected IP Services may: (1) expose [REDACTED] to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of [REDACTED] network or networks with which [REDACTED] is interconnected; (3) interfere with another [REDACTED] Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to [REDACTED].

Copyright Infringement & Digital Millennium Copyright Act

[REDACTED] respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like [REDACTED]. In accordance with the DMCA and other applicable laws, [REDACTED] maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if Customers are found to be a repeat infringer and/or if Customers' IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). [REDACTED] may terminate IP Services at any time with or without notice to Customers.

[REDACTED] has no obligation to investigate possible copyright infringements with respect to materials transmitted by Customer or any other users of the IP Services. However, [REDACTED] will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for Customer's account will be used as a factor in determining whether Customer is a repeat infringer. In addition, [REDACTED] may voluntarily participate, on terms acceptable to [REDACTED], in copyright alert and graduated response programs.

Incident Reporting

Any complaints (other than claims of copyright infringement) regarding violation of this AUP by an [REDACTED] Customer (or its user) should be directed to [REDACTED]. Where possible, include details that would assist

