



MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the “Agreement”) is made this July 10, 2020 by and between **Avangrid Service Company**, a Delaware Corporation, with offices located at One City Center, 5th Floor, Portland, ME 04101(hereinafter, “Customer”) and [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor” or “AVEVA”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

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

Customer may procure certain software and support from Supplier identified in Schedule B (the “Software”); any such procurement and use of the Software shall be governed by the Software and Support Addendum included in Schedule E.

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

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

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

1. DEFINITIONS

As used in this Agreement:

- (a) “Affiliate” shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights. With respect to Contractor, “Affiliate” shall expressly exclude Schneider Electric SE and its subsidiaries other than [REDACTED] and its

subsidiaries that otherwise satisfy the definition of Affiliate and the requirements of this Agreement.

- (b) “Company” shall mean the Company specified in **Schedule A**, attached hereto and made part hereof.
- (c) “RFP” shall mean a request for proposal for the Services which shall include a reasonably detailed description of the Services required by the Company(ies).
- (d) “Services” shall mean the services described in **Schedule B and E**, attached hereto and made part hereof.
- (e) “Support Services” shall mean the services described in Schedule E
- (f) “Terms and Conditions” shall mean the terms and conditions governing the performance of the Services, Software, and related matters pursuant to a Purchase Order, the form of which is set forth in **Schedule C**, attached hereto and made part hereof.
- (g) “Purchase Order” shall mean a purchase order issued by Company or a Company in accordance with this Master Agreement.
- (h) The “Effective Date” shall mean the date of Execution of this Master Agreement.
- (i) “Term” shall mean the term of this Master Agreement, as extended or terminated early in accordance with this Master Agreement.
- (j) “Small Business Concern” as defined by the Small Business Administration, shall mean a business that is independently owned and operated, and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.
- (k) “Transaction Document” or “TD” means any Purchase Order issued by Customer/Company pursuant to this Agreement, or any Statement of Work or Order Form entered into pursuant to this Agreement by the Parties.

2. PROCESS FOR AWARDING SERVICES

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

- (a) Issuance of Purchase Order. Customer or the Company(ies) requesting the Services shall issue to the Supplier duplicate originals of a Purchase Order for the Services incorporating: (i) a scope of work consistent with the standards set forth in **Schedule B**, (ii) the Terms and Conditions set forth in Schedule C and Schedule E, and (iii) and the pricing terms set forth in

Schedule D. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) Customer or the Company(ies) requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to Customer, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which shall be calculated in accordance with the pricing terms set forth in ***Schedule D as amended for the particular Services under this Agreement***, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, Customer and/or the Company(ies) shall review the Supplier's proposal. If Customer and the Company(ies) requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, the Customer shall forward duplicate original Purchase Orders for the Services (conforming with the requirements of Section 2.1(a), above, but also incorporating the Supplier's proposal) to the Supplier at the address specified in Section 6.1, below. Upon receipt of an authorized Purchase Order, Supplier shall commence performance of the Services in accordance with the terms therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Purchase Order or RFP issued hereunder, Customer makes no representation or warranty that Customer or any Company(ies) will issue any Purchase Orders or RFP's, or any minimum dollar volume of Purchase Orders or RFP's, during the Term of this Master Agreement. Customer or the Company(ies) requesting Services or Software may terminate an RFP for such Services or Software at any time, without penalty or other obligation, prior to commencement of performance of the Services by Supplier in accordance with the terms therein.

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

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

(i) The Purchase Order (exclusive of its pre-printed terms and conditions);

- (ii) The Terms and Conditions attached hereto as Schedule C, as they may be amended or modified for the particular Purchase Order;
- (iii) The Scope of Services document attached hereto as **Schedule B**, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (iv) Schedule E as they may be amended or modified for the particular Purchase Order;
- (v) This Agreement, including all Schedules other than those described in subsections (i), (ii), and (iii) above.

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

3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

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

(b) Supplier agrees that the pricing terms set forth in **Schedule D** shall be fixed for the applicable Services under Schedule B and shall not be subject to increase except as expressly specified in such Schedule.

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

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

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Master Agreement, any subsequently issued RFP, or in any Purchase Order between

Supplier and any Company(ies), that with respect to any Purchase Order for Services or Software issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither Customer nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue Customer or any other Company(ies), for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Supplier shall hold Customer and the other Company(ies) and their respective employees, agents, officers, shareholders, and directors harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Company(ies) and its employees, agents, or representatives pursuant to such Purchase Order.

5. TERM

5.1 This Master Agreement shall remain in effect for a period of five (5) years unless earlier terminated according to the below.

5.2 (a) Customer may terminate this Master Agreement at any time and for any or no reason upon thirty (30) days' prior written notice. Upon the effective date of termination specified in Customer's termination notice: (i) all RFP's and proposals, for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFP's or proposals, , and (ii) this Master Agreement shall be terminated without liability or obligation to the Parties,. If there are any unperformed Purchase Orders at the time of termination, those Purchase Orders for licenses shall not terminate and shall continue to be valid. Any Purchase Orders for unperformed Services can be terminated by Customer or the applicable Company upon written request to Supplier, and upon such written request any obligations of Customer or the applicable Company would terminate for the referenced Services. (See Article 27) Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFP's or proposals, or Purchase Orders for Services (excluding for licenses) that are in process but for which provision of Services has not begun upon the effective date of termination of this Master Agreement by Customer.

6. GENERAL

6.1 Notices. All notices, requests, demands, and determinations under this

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

- 6.2** Governing Law. This Master Agreement and performance under it shall be governed by and construed in accordance with the laws of State of New York; as such laws are applied to contracts between residents that are entered into and to be performed entirely within New York.
- 6.3** Binding Nature and Assignment. This Master Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, except that Customer may assign this Master Agreement and its rights and obligations hereunder to Avangrid Management Company, LLC (an Affiliate of Customer) without the approval of the Supplier, but on prior written notice.
- 6.4** Entire Agreement: Amendment. This Master Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Master Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 6.5** Counterparts. This Master Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.
- 6.6** Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 6.7** Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, except as expressly authorized in this Master Agreement.

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

[Signature page follows]

Avangrid Service Company

DocuSigned by:

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Signature
Robert Fitzgerald

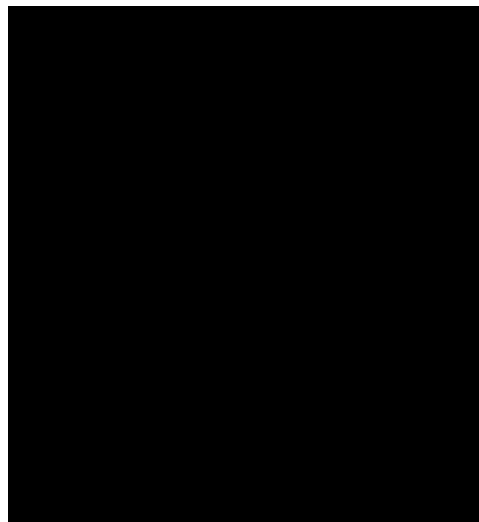
Print Name

VP - Controller AGR Networks

Title

8/5/2020

Date



Avangrid Service Company

DocuSigned by:

6DD9023F347F418...
Signature
Anthony Marone

Print Name

President & CEO

Title

8/5/2020

Date

SCHEDULES:

- Schedule A: Companies
- Schedule B: Services
- Schedule C: Terms and Conditions
- Schedule D: Pricing Terms
- Schedule E: Software and Support Addendum
- Schedule E-1: Liquidated Damages
- Schedule F: Notices
- Schedule G: Insurance Requirements

Schedule H: Data Security Rider
Schedule I: Back Ground Check Rule

SCHEDULE A

Companies

Berkshire Gas Company

115 Cheshire Rd
Pittsfield, MA 01201

New York State Electric & Gas Corporation

89 East Avenue
Rochester, New York 14649

Rochester Gas and Electric Corporation

89 East Avenue
Rochester, New York 14649

Maine Natural Gas Corporation

4 Industrial Parkway
Brunswick, ME 04011

The Southern Connecticut Gas Company

Locations:

SCG Ops Center

Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

Connecticut Natural Gas Corporation

Locations:

CNG Ops Center

East Hartford
76 Meadow Street, East Hartford, CT 06108

SCHEDULE B

Service Description (Statements of Work Attached)

Type text here

Schedule B.1 – Avangrid SOW Phase II Part A New York SCADA System Upgrade

Schedule B.2 – CT Avangrid SOW Phase II Part B Connecticut



Schedule B.1(NY) - Schedule B.2 (CT)
Avangrid-SOW-Phas -Avangrid-SOW-Pha

SCHEDULE C

Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

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

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

The provision of the Services and/or Software shall be governed by the following documentation:

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

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

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

Supplier further agrees to do the following:

- A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.
- B. Supplier has read, understands and shall comply with **Schedule E**, hereby referred to as “Software and Support Addendum”, attached hereto and made a part hereof.
- C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:

- 1) Supplier has examined all available records pertaining to the work.
- 2) Supplier further states that the Agreement Price and detailed schedule for completion of the work are based on Supplier's known knowledge and judgment of the conditions and hazards involved, and representations made by the Customer. Customer represents to Customer's actual knowledge that the information provided by Customer to Supplier prior to the date of this Agreement in connection with the RFP for the Services was accurate at the time provided by Customer to Supplier. Except for the prior sentence, the Customer otherwise assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Customer.

ARTICLE 2 - CONTRACT PRICE

The total price for the Services and Software (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in the Purchase Order and shall be considered fixed unless stated otherwise (time and equipment, for example) on the face of the Purchase Order.

ARTICLE 3 - REIMBURSABLE ITEMS

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

A. Fees

Supplier shall be paid at the rates per hour specified in accordance of the pricing terms specified in ***Schedule D*** to the Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports.

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

B. Travel Expenses

(i) Customer will pay or reimburse Supplier for actual cost of travel expenses incurred during the course of travel undertaken at Customer's request for the performance of Services.

ARTICLE 4 - PAYMENTS

A. Payments of any undisputed portions of an invoice will be made on the 45th day after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

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

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

The following documentation must accompany each invoice:

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

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

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

In addition to any other rights or remedies available to [REDACTED] under the Agreement, (i) if Customer is delinquent in any payment obligation, then (a) [REDACTED] shall send written notice to Customer. If Customer has not paid any undisputed amounts within thirty (30) days of receiving such notice, [REDACTED] may, at its option, suspend all further performance of the Services and any performance obligations to Customer’s Affiliates.

ARTICLE 5 – TAXES

The price does not include sales/use taxes.

Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any

other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services.

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

ARTICLE 6 – CHANGES

No changes in the Scope of Services are authorized unless made by Customer and sustained by written Supplement signed by both Parties. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. A Supplement is a written Purchase Order Supplement, signed by the Customer and Supplier and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or Software or an adjustment in the Contract Price or the Schedule.

No changes in the Agreement will be made without an Agreement Supplement. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 7 - CLAIMS/DISPUTES

A. Any non-payment claims by Supplier relating to this Agreement, must be submitted in writing within ninety (90) days following termination of the applicable Purchase Order. Failure to provide such notification shall be deemed waiver of such claim.

B. Except as otherwise provided herein, any dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

ARTICLE 8 – AUDIT

Supplier shall check all material and labor entering into the Services and shall keep full and detailed accounts as may be necessary to provide proper financial management under this Agreement. At all reasonable times, and at Customer's cost, the Customer shall have access to the Supplier's offices, work and records pertinent to all charges, for inspection, audit and review. Supplier shall permit such examination and make appropriate adjustments as may be required by the results of the audit. This provision shall remain in effect for two (2) years following final payment under this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be

deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

ARTICLE 10 - NON WAIVER OF RIGHTS

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

ARTICLE 11 - SET-OFF

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

ARTICLE 12 - CONFLICTING DOCUMENTS

Intentionally Omitted.

ARTICLE 13 - INDEPENDENT SUPPLIER

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

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

ARTICLE 14 – SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from

any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Failure of the Customer to make objection promptly shall constitute disapproval of such subcontractor.

ARTICLE 15 - THIRD PARTY BENEFITS

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

ARTICLE 16 – SAFETY

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

ARTICLE 17 - ACCIDENT AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions and progress of the work.

ARTICLE 18 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in *Schedule G*. Supplier must maintain applicable insurance. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 19 – INDEMNIFICATION

19.1 Supplier will indemnify, defend at its expense and hold harmless the Customer and its Affiliates, directors, officers, employees, and agents (the "Indemnitee") from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

- (A) any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or

subcontractors under this Agreement. Except that such obligation shall not apply if the alleged infringement or misappropriation results from any of the following, independent of any act, recommendation or omission of Supplier or its representatives, and to the extent not contemplated by this Agreement: (a) use of the Services or Software by Customer or its Affiliates in conjunction or combination with any other software, services, or any product, data, item, or apparatus that [REDACTED] did not provide to Customer (including any third-party services or third-party products); (b) anything Customer provides or designs including configurations, instructions, or specifications (including any Software or products that were provided pursuant to Customer's designs, drawings, or specifications); (c) a modification of the Software or a product by Customer or its Affiliates other than with [REDACTED] prior written consent; (d) Customer's failure to use the latest release or version of the Software or product (including any corrections or enhancements) to the extent provided by [REDACTED] to Customer with reasonable time to incorporate such release or version where such use would have prevented the infringement or misappropriation claim; or (e) any use, storage, distribution, reproduction, or maintenance by Customer or its Affiliates not permitted by the Agreement.;

- (B) any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that (i) the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier; (ii) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; (iii) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and (iv) the Indemnitee is liable to any party, for any reason, caused by the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;
- (C) bodily injury, including death, to any person or persons caused by the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors;
- (D) damage to or destruction of any property, including loss of use thereof, caused by the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors.

19.2 Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other

statute or judicial decision (including, for Work or services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

19.4 Customer shall defend, indemnify, and hold harmless Supplier against claims brought against Supplier by any third party resulting from: (a) any use of the Software or Services by Customer in breach of the Agreement or any applicable law or regulation; (b) any Customer Content; and (c) any material independently provided by Customer to Supplier that violates, infringes, or misappropriates the Intellectual Property Rights of a third party

Customer Content shall mean all software, data (including personal data), information, text, images, audio, video, photographs, [REDACTED] or third-party applications, and other content and material, in any format, provided by Customer, any of Customer's users, or on behalf of Customer that is stored in, or run on or through, the Software and Services.

Intellectual Property Rights shall mean any patent rights, copyrights, trademarks, trade secrets, moral rights, and other proprietary or intellectual property rights worldwide.

ARTICLE 20 – WARRANTY

For a period of ninety (90) days following completion of the Services ("Warranty Period"), the Supplier warrants that the Services performed under this Agreement and Software shall conform to any specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's services and/or Software do not conform to the specifications in the Purchase Order or otherwise under this Agreement, the Supplier shall, during the Warranty Period, without labor charge and adds or other fee to Customer, re-perform such Services or redeliver conforming Software to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law.

Notwithstanding the foregoing, the warranties provided pursuant to this Section 20 will not apply to nonconformities caused solely by any of the following if and to the extent not contemplated by this Agreement: (a) Customer's design or installation of any deliverables not based on a recommendation by Supplier; (b) modification or repair to the deliverables other than by [REDACTED] or as authorized by [REDACTED] in writing; (c) handling, storage, use, or maintenance of the deliverables in a manner inconsistent with the specifications, instructions, or recommendations of [REDACTED]; (d) any third-party services or third-party products not provided by [REDACTED]; (e) any combination of a deliverable with any goods, equipment, hardware,

products, software, services, or other items or materials not provided by [REDACTED] or not authorized by [REDACTED]; (f) normal wear and tear; and (g) any breach or violation by Customer of the Agreement.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT OR ANY TRANSACTION DOCUMENT (INCLUDING ANY APPLICABLE SCHEDULES), AVEVA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR STATEMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

ARTICLE 21 - APPROVAL/ACCEPTANCE

All Services under this Agreement shall be subject to the Customer's inspection and approval before payment. Unless otherwise stated in the Purchase Order, if such approval is not received within fifteen (15) days of AVEVA's notification of completion of the Services, then the Services shall be deemed unaccepted

ARTICLE 22 - FORCE MAJEURE

Supplier shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Supplier, except that adverse weather shall not be deemed a cause beyond the control of Supplier for purposes of this Agreement unless the adverse weather is unusually severe, provided that the Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. If Force Majeure extends for thirty (30) consecutive days, Customer shall have the right at its option and without being under any liability to Supplier to cancel by notice in writing to Supplier the portion or portions of the work so affected and shall owe Supplier for any Services performed and accepted prior to such termination. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

[REDACTED] represents that, as of the Effective Date of the Agreement, considering current applicable laws, we do not anticipate any delays or inability to perform the Services due to the COVID-19 pandemic, and [REDACTED] has enacted a COVID response plan to ensure continued services to our customers. This representation shall in no way limit [REDACTED] rights under this Agreement

ARTICLE 23 - TITLE

████ Ownership. All Intellectual Property Rights in and to the Software, Services, design contributions, related knowledge or processes, and any update, upgrade, modification, enhancement or derivative works of the foregoing, regardless whether or not solely created by █████ shall belong to, and vest in, █████ All Intellectual Property Rights not expressly granted to Customer are reserved to █████

Rights to Customer Content. Customer retains all right, title, and interest in and to the Customer Content. During the Agreement, Customer hereby grants to █████ and its Affiliates a royalty-free, non-exclusive license to use, copy, distribute, modify, display, and perform the Customer Content as necessary for █████ to perform the Services under the Agreement.

Supplier represents and warrants that it has title to all equipment or material, including, without limitation, the Software, furnished hereunder free and clear of all liens and encumbrances.

ARTICLE 24 - PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement and the Purchase Order. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

Customer Personnel. Customer agrees to reasonably cooperate at no additional expense to Customer with █████ in the performance of the project described in the Transaction Document, including, without limitation, using commercially reasonable efforts subject to the terms of this Agreement to provide Supplier with timely access to necessary data, information, and personnel of Customer. Customer acknowledges and agrees that a portion of the Services performed by Supplier may require Customer to submit written information, decisions and approvals to Supplier. Only to the extent that Supplier's performance of the Services requires receipt of prior information, decisions or approvals solely from Customer and independent of any act or omission by Supplier, Supplier shall be entitled to rely upon the accuracy and completeness of such information from Customer in performing Supplier obligations. In the event that █████ incurs direct, substantiated cost or is delayed due to Customer's failure to comply with its obligations under the Agreement, █████ may request a change request to extend the schedule and provide the additional funding for any of █████ costs incurred, which in each instance shall be subject to mutual agreement in writing by the Parties.

Customer's Site. Subject to the terms of this Agreement, if the Services are requested by Customer to be performed at Customer's site, Customer will provide reasonable and necessary access to its site, including appropriate access to Customer's premises, information technology

environment, and other facilities. [REDACTED] employees reserve the right to refuse to work under hazardous conditions. Unless otherwise specifically agreed in the Transaction Document, [REDACTED] personnel shall not perform Services on equipment in operation on Customer's work site.

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

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

ARTICLE 25 - EMERGENCIES

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

ARTICLE 26 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Customer may terminate this Agreement if Supplier fails to provide a qualified work force within seven (7) days of Customer's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 27 - TERMINATION

Customer may for any reason, with or without cause, on thirty (30) days written notice to Supplier terminate all or any part of the unperformed portion of this Agreement or a Purchase Order for Services only (excluding Purchase Orders for licenses). In full discharge of any obligations to Supplier in respect of this Agreement and such Purchase Order for Services and

such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services performed and any costs incurred prior to the effective date of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement. Notwithstanding the above, any amounts pre-paid by Customer for licenses or Services noted as non-refundable in the pricing terms in Schedule D ordered under a Purchase Order shall be non-refundable.

For the avoidance of doubt, a Purchase Order, or any portion of any Purchase Order as it relates to the provision of licenses for Software shall be non-cancellable except for cause.

In the event either Party is in default of any of its obligations under this Agreement, the non-breaching party shall provide the breaching party notice of such breach, and the breaching party shall have thirty (30) days to cure, or longer if thirty days is not reasonably practicable. In the event the breach is not cured in the time period stated above, the preceding paragraph of this Article shall not apply and Customer shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Customer may retain from any money otherwise due for Services rendered prior to termination an amount which Customer reasonably determines in good faith with reasonable documentation provided to Supplier is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates that a cancellation for default is erroneous, the cancellation shall, at Customer's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly.

Supplier may terminate this Agreement or the applicable Purchase Order for cause if Customer commits a material breach of the Agreement or Purchase Order and fails to cure such breach within thirty (30) days of receipt of a notice of default from Supplier.

ARTICLE 28 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4, 7, 9, 10, 13, 14, 18, 19, 22, 31, 37, 38, 39 and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

ARTICLE 29 - REMOVAL OF EQUIPMENT

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

ARTICLE 30 - FINAL PAYMENT

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Customer.

ARTICLE 31 - ASSIGNMENT

Neither Party shall assign its rights or obligations under this Agreement except with the prior written consent of the other Party, except that Customer may assign this Master Agreement and its rights and obligations hereunder to Avangrid Management Company, LLC (an Affiliate of Customer) without the approval of the Supplier, but on prior written notice.. Any assignment made without such consent shall be void ab initio.

ARTICLE 32 - SEVERABILITY

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

ARTICLE 33 - NON WAIVER OF RIGHTS

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

ARTICLE 34 - RESERVED

ARTICLE 35 - KEY PERSONNEL

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

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

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

ARTICLE 37 - LIMITATION OF LIABILITY

To the fullest extent permitted by law, neither Party shall be liable for any special, indirect or consequential damages resulting from or arising out of or related to the Agreement; provided, however, nothing set forth herein shall limit Supplier's liability arising out of fraud, gross negligence, willful misconduct and Intellectual Property indemnity obligations as stated in Section 19.1(A).

Except for Supplier's liability arising out of fraud, gross negligence, and willful misconduct, the aggregate liability of either Party for any loss or damage arising under or in relation to the Agreement, regardless of the basis of liability shall not exceed two times the fees paid or payable by Customer pursuant to the applicable Transaction Document for the specific Software or Service giving rise to such liability in the twelve (12) month period preceding the date of the incident giving rise to the claim.

ARTICLE 38 – CONFIDENTIALITY

Either Party (the "Disclosing Party"), shall treat any information (including but not limited to, the Software and any technical information, experience or data) or Customer or its Affiliates' plans, programs, plants, processes, costs, equipment, operations of Customer which may be disclosed to, or come within the knowledge of, the other Party or its employees and agents (the "Receiving Party") in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the term of this Agreement, and for three (3) years thereafter, except as is necessary to perform the services hereunder, without the Disclosing Party's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by the Receiving Party, its employees, or agents, (ii) has been furnished or made known to the Receiving Party or its Affiliates by third parties (other than those acting directly or indirectly for or on behalf of the Disclosing Party) as a matter of legal right and without restriction on disclosure, (iii) was in the Receiving Party's possession prior to disclosure by the Disclosing Party and was not acquired by the Receiving Party or its Affiliates, its employees and agents directly or indirectly from the Disclosing Party or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentality's when such disclosure is necessary, or otherwise required by law.

In the case of Confidential Information required to be disclosed by law, each party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

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

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

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

ARTICLE 40 - SURETY BOND

Not applicable.

ARTICLE 41 - GOVERNING LAW

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises.

All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or

proceeding brought in connection therewith, will be brought in the appropriate court located in the State of New York.

ARTICLE 42 - PERFORMANCE MONITORING

Customer will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Customer's review. The Customer's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Customer will continuously monitor the Supplier's performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Not applicable.

ARTICLE 44 - NO DISPUTE

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

ARTICLE 45 - SECURITY REQUIREMENTS

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

CIP-004 Excerpt:

R3. Personnel Risk Assessment --The Supplier shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets. A personnel risk assessment shall be conducted pursuant to that program prior to such personnel being granted such access except in specified circumstances such as an emergency. The personnel risk assessment program shall at a minimum include:

R3.1. The Supplier shall ensure that each assessment conducted includes, at least, identity verification (e.g., Social Security Number verification in the U.S.) and seven- year criminal check, except where prohibited by applicable law. The Supplier may conduct more detailed

reviews, as permitted by law and subject to existing collective bargaining unit agreements, depending upon the criticality of the position.

R3.2. The Supplier shall ensure that each assessment conducted includes, at least current residence regardless of duration; and other locations where during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more. If it is not possible to perform a full seven-year criminal history records check, conduct as much of the seven-year criminal history records check as possible and document the reason the full seven-year criminal history records check could not be performed. The Supplier shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment or for cause.

R3.3. The Supplier shall document the criteria or process to evaluate the criminal history records for authorizing access.

R3.4. The Supplier shall document the criteria, process and the results for verifying that personal risk assessments performed for contracts or service vendors are conducted in accordance in R3.1 through 3.3. The results of personnel risk assessments of its personnel, contracts or service vendors having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004.

R3.5. The Supplier shall document criteria, process and the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets, and that personnel risk assessments of contractor and service vendor personnel with such access are conducted pursuant to Standard CIP-004 R3.1 to R3.4 within the last seven years.

ARTICLE 46 - EMPLOYEE SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, except with the prior written consent of the Customer, Supplier shall not offer employment to any employee of the Customer or Customer's current or future Affiliates with whom Supplier has had contact in connection with the negotiation, execution, or performance of this Agreement, and Supplier shall not induce or attempt to induce, directly or through an agent or third party, any such employee to leave the employ of the Customer or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common control with the Customer through majority stock or other ownership interest, direct or indirect. Nothing in this clause shall limit Supplier from employing any person who contacts Supplier on his or her own initiative and without any solicitation by Supplier specifically directed to such employee.

ARTICLE 47 – ETHICS

Supplier shall comply with the Avangrid Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the Avangrid website (www.Avangrid.com).

ARTICLE 48 – COMPLIANCE WITH LAWS GENERALLY

Both Parties will comply with all laws, rules and regulations of any governmental entity, board or agency having jurisdiction over the Software or Services, including, without limitation, State, Federal or local laws, rules and regulations and any applicable Executive Orders (State or Federal) and all applicable international and national export laws, regulations, orders, decrees, and lists including but not limited to the U.S. Export Administration Regulations.

ARTICLE 49 – UTILIZATION OF SMALL BUSINESS CONCERNS

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

ARTICLE 50 – SMALL BUSINESS SUBCONTRACTING PLAN

Some or all of the Goods and Services provided hereunder may be used in a contract with the federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

The Supplier assures that the clause entitled "Small Business Subcontracting Plan" will be included in all subcontracts, that offer further subcontracting opportunities, and all subcontractors (except small business concerns) who receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) will be required to adopt a plan similar to this plan.

ARTICLE 51 - GRATUITIES PROHIBITED

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

SCHEDULE D

Pricing Terms

1. Prices shall remain firm for the duration of the applicable Purchase Order. Fees and other charges described in the Agreement do not include taxes.
2. Payment Terms are Net 45 days from date of invoice.



Avangrid-NY_CT_SC
ADA_URP-Pricing-V1

SCHEDULE E

Software and Support Addendum

This Software and Support Addendum (this “Software and Support Addendum”) supplements and is hereby incorporated into and made a part of the Agreement to which this Software and Support Addendum is attached or included. Capitalized terms used in this Software and Support Addendum without definition shall have the same meanings ascribed to them in the Agreement.

1. ADDITIONAL DEFINITIONS.

1.1 “**[REDACTED]**” means the **[REDACTED]** document that may describe, among other things, the specific (i) support level chosen by Customer, (ii) Support Services to be provided by **[REDACTED]** (iii) any Support Services fee (if applicable), (iv) payment terms (if applicable), (v) Support Term, and (vi) the Goods and/or Supported Software for which support is being provided under the Agreement.

1.2 “CFP User Guide” means the Customer FIRST Program User Guide provided by **[REDACTED]**. A “CFP User Guide” may not be provided or available to Customer for all Supported Services.

1.3 “Documentation” either (i) has the meaning set forth in the applicable Software Schedule or (ii) if no meaning is set forth in the applicable Software Schedule, “Documentation” means the then-current technical and functional documentation provided by **[REDACTED]** to Customer for the Software, including, but not limited to, the technical documentation, program specifications, and operations manual, as applicable.

1.4 “Goods” means all products, equipment, materials, spare parts, hardware, supplies, and accessories for which support has been purchased under the applicable Transaction Document.

1.5 “High Risk Use” shall have the meaning set forth in Section 5.

1.6 “Hot Fix” means unreleased Software which has not been processed through a full QA cycle and which is designed to correct a specific defect in the Software.

1.7 “Normal Workday” or “Normal Working Hours” means 9:00 a.m. to 5:00 p.m. on any business day in the location where on-site Support Services are being performed (excluding any public holidays in such location where such on-site Support Services are being performed).

1.8 “Overtime Rates” means (i) for any on-site Support Services performed on a public holiday in the location where such on-site Support Services are being performed, twice (2x) the standard rate, (ii) for the first twenty (20) hours of on-site Support Services performed outside of Normal Working Hours during a calendar week (other than those performed on public holiday), one and one-half times (1.5x) the standard rate, and (iii) for all on-site Support Services performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours (other than those performed on public holiday), twice (2x) the standard rate.

1.9 “Pre-Production Release” means Software which has not completed **[REDACTED]** formal release requirements and includes beta software, Hot Fixes and SUPs.

1.10 “Product Term” means the initial term and any subsequent renewal term(s) for the Software, as set forth in the applicable Transaction Document.

1.11 “SUP” (Single User Product) means modifications to the Software made for a specific licensee.

1.13 “Supported Software” means Software for which Support Services were purchased, but always excluding Third-Party Products, their related instruction manuals and documentation.

1.14 “Support Term” means (i) for Support Services that are included for Software at no additional cost, the Product Term for such Software, and (ii) for Support Services that are not included for Software at no additional cost, the initial term and any subsequent renewal term(s) for the Support Services as set forth in the applicable Transaction Document.

1.15 “Supporting Hardware” means any dongles or other physical devices supplied by AVEVA to Customer for use with Software.

1.16 “Trial Software” means Software that has been licensed to Customer solely for the purposes of evaluation or that is supplied for the purposes of training, beta testing, or other non-commercial use.

1.17 “Use” means utilization of the Software by copying, transmitting, or loading the same into the temporary memory (RAM) or installing into the permanent memory (e.g. hard disk, DVD ROM or other storage device) of the Customer’s hardware for the processing of the system instructions or statements contained in such Software, subject to any limitations set forth in an applicable Software Schedule or Transaction Document.

1.18 “Updates” means any upgrades, updates, enhancements, improvements, or modifications to the Software generally made available by [REDACTED] as part of any support services but does not include any new version of the Software that may be separately offered by [REDACTED]

1.19 “Work Product” means any art, discovery, improvement, deliverable, process, customization, report, documentation, invention, modification, enhancement, product, software or other item developed, created, or provided in connection with the Support Services, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information.

2. PURCHASE OF SOFTWARE.

2.1 Provision of Software. From time to time, Customer may purchase or license Software by executing a Transaction Document with [REDACTED]. Any additional Software purchased or licensed by Customer will be at the then-current price. [REDACTED] will provide the Software in accordance with the Agreement and the applicable Transaction Document.

2.2 Installation of Software. Except as otherwise stated in an applicable Transaction Document, Customer will be responsible for installing the Software on Customer’s information technology devices (e.g., hard disks and processing units) at Customer’s designated locations in accordance with any installation restrictions set forth in the applicable Transaction Document.

2.3 Updates for Software. If [REDACTED] releases any Updates to the Software (including, but not limited to, any error corrections or patches), then Customer shall install such Updates as soon as reasonably practicable and in no event more than seven (7) calendar days after receiving notice that such Updates have been issued to correct infringement or misappropriation of a third-party’s Intellectual Property Rights.

2.4 Life Cycle for Software. [REDACTED] reserves the right to “end of life” any Software in accordance with its then-current end of life policy, which is located at www.aveva.com/policies/eol/en.

3. LICENSE RIGHTS.

3.1 Grant of License. In consideration of full payment of the fees for the Software and subject to Customer’s compliance with its obligations under the Agreement, [REDACTED] grants to Customer a personal, non-transferable, non-exclusive, non-sublicensable, limited license to Use the Software described in the Transaction Document for the Product Term and in accordance with the license model identified in such Transaction Document. The Software may only be used for purposes of Customer’s ordinary internal business purposes by the particular user(s), in the particular location(s), on the particular device(s) and/or on the particular system(s) for which Customer licensed such Software, as those user(s), location(s), device(s) and/or system(s) are identified in the applicable Software Schedule or Transaction Document. If the Transaction Document fails to state a duration/term of the license granted under the Agreement then such duration/term shall be deemed to be one (1) year from the date the Software is delivered to Customer. For the avoidance of doubt, Customer shall not permit any third parties (except those that are expressly identified as permitted user(s) in a Transaction Document) to access or use the Software without [REDACTED]’s prior written consent and Customer shall be liable for any such unauthorized usage.

3.2 License Restrictions.

(a) Copy Restrictions. Copyright laws and international treaties protect the Software, including the Documentation. Unauthorized copying of the Software, the Documentation or any part thereof, is expressly prohibited. Customer shall reproduce all titles, trademarks, and copyright and restricted rights notices in all copies of the Software.

(b) Use Restrictions. The Agreement only gives Customer some rights to use the Software as expressly permitted in this Agreement and [REDACTED] and its licensors reserve all other rights. Customer does not acquire any rights, express or implied, other than those expressly granted in the Agreement. Unless applicable law gives Customer more rights despite this limitation, Customer may use the Software only as expressly permitted in the Agreement. In doing so, Customer agrees that it will comply with any technical limitations in the Software that only allow Customer to use the Software in certain ways. Customer agrees that it will not, nor will Customer permit others to:

(i) reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate the Software or Documentation or any component thereof, or create derivative works based on the Software or Documentation, except and only to the extent that (a) applicable law expressly permits, despite this limitation, (b) [REDACTED] gives it prior written consent, or (c) the Documentation accompanying the Software expressly permits;

(ii) incorporate the Software into any other software program not provided by [REDACTED], except (a) for incorporation of such Software with application program interfaces that [REDACTED] makes publicly available for such Software or (b) to the extent permitted to customize the Software in accordance with the accompanying Documentation;

- (iii) remove, obliterate, destroy, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of [REDACTED] or its licensors that are included in the Software, except as may be permitted when using application program interfaces that [REDACTED] makes publicly available for such Software;
 - (iv) work around any technical limitations in the Software;
 - (v) make more copies of the Software or Documentation than as allowed in the Agreement or by applicable law, despite this limitation;
 - (vi) publish the Software, including any application programming interfaces included in the Software, for others to copy;
 - (vii) transfer, sublicense, rent, lease, sell, lend, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available, or assign the Software or any part thereof to any other person or entity (except as expressly permitted by the Agreement);
 - (viii) transfer the Software to another location or to other equipment without the prior written consent of [REDACTED] (except as otherwise expressly permitted pursuant to the Agreement);
 - (ix) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material (or to store or transmit material in violation of law or third-party privacy rights);
 - (x) use the Software in a way intended to avoid incurring fees or exceed usage limitations; or
 - (xi) use the Software to build or support, directly or indirectly, products or services competitive to the Software or any other products or services of [REDACTED].
- (c) Return or Destruction of Software. Upon termination or expiration of the Product Term, Customer shall destroy or return at [REDACTED] discretion to [REDACTED] the Software (regardless of the media upon which such Software is fixed) and any related software install kits, licenses, or licensing management software.

4.RECORD KEEPING, AUDITS, AND COMPLIANCE CERTIFICATES.

4.1 Record Keeping. During the Product Term and for a period of two (2) years thereafter, Customer shall maintain complete and accurate records documenting the location and use of the Software in a manner sufficient to permit [REDACTED] to conduct an audit in accordance with Section 4.2 of this Software and Support Addendum. Intentionally omitted.

4.2 Audit Right. During the Product Term and for a period of two (2) years thereafter, [REDACTED] shall be permitted to audit and/or shall be permitted to have its designee audit (at least once annually and in accordance with [REDACTED] standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel) the usage of the Software and Customer's compliance with the Agreement. [REDACTED] will conduct any such audit during regular business hours. Customer shall cooperate reasonably in the conduct of such audits. Any reasonable and actual costs incurred by [REDACTED] for such audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels, underpayment of any fees, or breach of the Agreement.

5. Intentionally omitted.

6. LICENSE COMPLIANCE MEASURES

6.1 [REDACTED] takes all legal steps to monitor Customer's and third-parties' compliance with any license and usage restrictions for [REDACTED] software products (and those software products of [REDACTED] Affiliates). In this context, the Software may include a security mechanism (or security mechanisms) that can detect the installation or use of illegal copies of the Software, and collect and transmit data about those illegal copies. Data collected shall solely be used by [REDACTED] for purposes of confirming Customer's compliance with terms of this Agreement and shall not include any Customer or its Affiliates owned or internal personal data or other confidential information. [REDACTED] is responsible for ensuring that its Software and any such security measures do not create any impacts to Customer or its Affiliates' Services under the Agreement or Customer or its Affiliates' systems, networks, hardware or other software. By using the Software, Customer consents to such detection and collection of data by [REDACTED] solely for the stated purposes herein, as well as its transmission and use if an illegal copy is detected. Notwithstanding the foregoing, [REDACTED] will not access Customer's critical control system (ie. SCADA) without prior authorization from Customer. Subject to the terms of this Agreement, [REDACTED] reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. Customer may not negligently or willfully take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key provided by [REDACTED] is prohibited. For the avoidance of doubt but subject to the terms of this Agreement, Customer shall be responsible for its failure to comply with any license and usage restrictions for [REDACTED] software products to the extent caused by Customer's negligence or willful misconduct.

7. SUPPORTING HARDWARE.

Customer must use any Supporting Hardware in accordance with [REDACTED] instructions. [REDACTED] reserves the right to withdraw or change any Supporting Hardware in its sole discretion and at any time.

8. GOVERNMENT CONTRACTS.

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under [REDACTED] standard commercial license.

9. SUPPORT SERVICES (CUSTOMER FIRST SUPPORT PROGRAM).

9.1 [REDACTED] Proposal. This Software and Support Addendum incorporates by reference all of the terms and conditions contained in the [REDACTED] Proposal and CFP User Guide, as applicable.

9.2 Support Term. Subject to Customer's payment of all applicable fees (including, but not limited to, any license fees for the Software and any fees for the Support Services), [REDACTED] will provide the Support Services during the Support Term. If additional Supported Software or Goods are purchased, licensed, or leased by Customer during the Support Term, then [REDACTED] may require that Customer obtain Support Services for such additional Supported Software or Goods either (a) with a term prorated to expire at the same time as the Support Term or (b) for a different specified term. If Support Services are not included with the Software and Customer

has not purchased Support Services, then [REDACTED] shall not provide to Customer any Support Services.

9.3 Expense Reimbursement. Except as otherwise agreed in writing by Customer and [REDACTED], Customer shall reimburse [REDACTED] for expenses incurred by [REDACTED] to perform the Support Services, including but not limited to travel and living expenses.

9.4 Version Upgrade. The software version upgrade entitlement is a benefit to customers that enroll in the Support Services (Standard, Premium and Elite levels) and are currently licensing the most current version of software (or another preferred minimum version level). If Customer is running a non-current or non-preferred version of the Supported Software, Customer must first purchase an upgrade to the current or preferred version to access this benefit in a new agreement. [REDACTED] may offer incentives for Customer to purchase version upgrades.

9.5 Non-Refundable Support Fee. Customer acknowledges and agrees that any fees paid for Support Services (if any) will be non-refundable and that such fees must be paid for the full Support Term in accordance with the payment schedule set forth in the applicable Transaction Document (or [REDACTED] Proposal, as applicable).

9.6 Support Reinstatement for Lapsed Enrollment. If a lapse in enrollment in the Support Services occurs, then Customer may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

9.7 Support Program Levels. The Customer FIRST Program portfolio offers a wide choice of offerings to meet Customer's business requirements. Specific program level benefits are described in the [REDACTED] Proposal and CFP User Guide, as applicable.

9.8 Scope of Support. [REDACTED] provides Support Services in accordance with the [REDACTED] lifecycle support policy applicable to the Supported Software and Goods. The applicable [REDACTED] lifecycle policy is published on the [REDACTED] brand support websites and may be referenced in the [REDACTED] Proposal or CFP User Guide. Although [REDACTED] and its "Certified Support Providers" (which are third parties retained by [REDACTED] to provide Support Services to Customer, including but not limited to authorized distributors and other support providers) may attempt to resolve issues arising in earlier [REDACTED] goods or software versions, they do not have any obligation to do so under any support level in the Support Services unless extended support for retired versions is available and purchased on a product by product basis.

9.9 Support Exclusions.

(a) Unless otherwise agreed in writing by [REDACTED] does NOT provide Support Services for Third-Party Products, including but not limited to Crystal Reports. If [REDACTED] does provide Support Services for Third-Party Products at Customer's written request, [REDACTED] Support Services for such Third-Party Products shall be rendered "AS-IS" and without warranty of any kind and such Support Services shall be for an additional fee at [REDACTED] then-current service rates.

(b) Customer shall be responsible for payment for [REDACTED] equipment and materials if Customer's employees, agents, consultants or contractors working on [REDACTED] equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, [REDACTED] equipment and materials will be billed to Customer at the then-current rates for such equipment and materials and Customer shall also pay [REDACTED] for any associated services as a result of such malfunction or failure.

(c) [REDACTED] and [REDACTED] system goods and software not specifically listed in the [REDACTED] Proposal or CFP User Guide as covered under the support level purchased by Customer are NOT covered under the Support Services. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by [REDACTED] to resolve an issue involving non-listed goods, software, or equipment is chargeable to Customer at the then-current [REDACTED] service rates.

(d) [REDACTED] will NOT provide Support Services on [REDACTED] software or goods from or repaired by a [REDACTED]-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by [REDACTED] will be subject to invoicing at the then-current [REDACTED] service rates.

(e) Unless specifically purchased as an option under a Transaction Document and described in the [REDACTED] Proposal (or CFP User Guide), planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or Third-Party Programs are NOT covered by the Support Services.

(f) Unless otherwise agreed in writing by [REDACTED] Goods identified as retired phase or due to become retired under the [REDACTED] lifecycle support policy during the Support Term will be excluded and will NOT be supported.

(g) Supported Software identified as mature phase under the [REDACTED] lifecycle support policy will be supported for a maximum of one (1) year.

(h) All decisions made by Customer relating to the implementation of [REDACTED] advice and recommendations are the sole responsibility of Customer. To the extent Support Services are of an advisory nature, no specific business result is assured or guaranteed.

9.10 Access to Facilities and Equipment. Customer will furnish at no cost to [REDACTED] suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Supported Software covered under the Support Services. [REDACTED] shall have full and free access to the Goods and Supported Software in order to provide any on-site corrective Support Services. Customer will identify person(s) who will interface with [REDACTED] or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Supported Software by Customer or third-party personnel resulting in additional material or corrective support service requirements by [REDACTED] will be invoiced at then-current time and material service rates.

9.11 Remote Support Services Security. Remote Support Services communication will be conducted only by [REDACTED] trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Any work accomplished on a Customer system must be authorized by a Customer representative. Communication processors, routers, modems and other equipment used in conjunction with remote Support Services that are the property of [REDACTED] shall be returned to [REDACTED] upon termination or expiration of the Support Term.

9.12 On-Site Support Services.

(a) Support Services or travel in excess of a Normal Workday shall be invoiced at the Overtime Rate.

- (b) Unless otherwise agreed in writing by [REDACTED] and Customer, all on-site Support Services will be billed to Customer at the then-current [REDACTED] service rates. Customer agrees that a minimum of four (4) hours will be charged by [REDACTED] where hourly rates are applicable and a minimum of one (1) day will be charged by [REDACTED] where daily rates are applicable for service and travel time.
- (c) When shift work other than the Normal Workday is required, the Overtime Rate shall apply.
- (d) Support Service time committed in advance by [REDACTED] on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.
- (e) Unless the [REDACTED] representative has been released from the job site, or has completed his assignment, the Customer will pay [REDACTED] charges computed as if the [REDACTED] representative was working a normal work week (five Normal Workdays), regardless of whether or not the representative is prevented from working due to delays beyond his control.
- (f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.
- (g) Standby time is defined as that time during which an [REDACTED] representative is requested to remain in readiness and available for Support Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside of Normal Working Hours, the Overtime Rate will apply. Standby time will be added to time actually worked for the computation of overtime charges, etc.
- (h) [REDACTED] representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. [REDACTED] representatives shall comply with all reasonable policies, procedures, and rules given to such representatives in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost. Additionally, [REDACTED] reserves the right in its sole discretion to remove or replace representatives performing on-site Support Services.
- (i) [REDACTED] representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.
- (j) Unless otherwise agreed in writing by [REDACTED], all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at [REDACTED] then-current list prices.

9.13 Support for Brands. All software licenses and Goods for a given [REDACTED] brand (including but not limited to Avantis, SimSci, Wonderware, OASyS DNA and SimSuite Pipeline™) at a participating site must be covered under the Support Services during the entire license term.

9.14 Customer Approval. If the Support Services require [REDACTED] or its representatives to update, modify, or otherwise interact with Customer's sensitive or critical systems, equipment,

software, or programs, then Customer, at [REDACTED] request, must approve any updates, modifications, or interactions with such systems, equipment, software, or programs.

10. Reserved.

10.2 Suspension of Support Services. Without prejudice to other remedies available by law, [REDACTED] reserves the right to suspend the Support Services if Customer does not comply with its obligations under the Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

[REDACTED] owns all Intellectual Property Rights in and to the Work Product, including techniques, knowledge or processes associated with the Work Product, regardless whether or not solely created by [REDACTED] or jointly with the Customer. Customer agrees to execute and to ensure its third parties execute any such documentation as reasonably necessary to secure [REDACTED] rights in such Work Product. For the avoidance of doubt, Customer and [REDACTED] agree and acknowledge that all Work Product will not be considered "work made for hire" under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as may be modified, amended, or supplemented from time to time.

12. WARRANTIES.

12.1 Limited Software Warranty. [REDACTED] warrants for a period of ninety (90) days following delivery of the Software that the Software will be free from material error that would substantially affect Customer's Use of the Software. During the warranty period and without charge to Customer, [REDACTED] may: (i) replace defective media and/or (ii) use commercially reasonable efforts to provide modifications or fixes with respect to any material error in the Software in a reasonably timely manner (or provide Customer with alternative Software that does not contain the material error). However, if [REDACTED] is unable to make the Software operate as warranted and does not provide Customer with alternative Software, then [REDACTED] will refund the unused portion of the license fees paid to [REDACTED] for the defective Software and the license for such defective Software will terminate. This is Customer's sole and exclusive remedy for a breach of this warranty. Notwithstanding the foregoing, this warranty shall not apply if such material error was caused or arises from: (i) Customer's installation of the Software or misuse of the Software; (ii) modification or repair to the Software other than as expressly permitted by the Agreement; (iii) use or maintenance of the Software in a manner or environment inconsistent with the Documentation; (iv) anything Customer provides or designs including configurations, instructions, or specifications; or (v) the combination of the Software with a product, software, service, or technology not authorized by [REDACTED].

12.2 Limited Support Warranty. [REDACTED] will perform the Support Services in a professional manner and warranted for a period of ninety (90) days from the date of Support Service. [REDACTED] warrants that any parts for Goods which are supplied while performing Support Services under the Agreement, will be free from material defects for a period of ninety (90) days following delivery of such parts. Additionally, [REDACTED] warrants that any Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Support Services under the Agreement, will be free from material defects for a

period of ninety (90) days following delivery of such Supported Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, Customer's exclusive remedy, and [REDACTED] entire liability, shall be the reperformance of the Support Services or repair or replacement of such parts, Supported Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes.

12.3 Pre-Production Releases and Trial Software. As an accommodation to Customer, [REDACTED] may provide Customer from time to time a Pre-Production Release of the Software or Trial Software. All such Pre-Production Releases and Trial Software are provided strictly on an "as-is" basis and for internal, non-commercial purposes and [REDACTED] disclaims all warranties, express or implied, for all Pre-Production Releases and Trial Software (including the warranty set forth in Section 12.1 or Section 12.2 above). If [REDACTED] provides Customer with Trial Software, Customer may not use the Trial Software for more than thirty (30) days from the date of delivery of the license file for such Trial Software and must delete such Trial Software following such thirty (30) day period (and such license to use the Trial Software shall cease).

12.4 DISCLAIMER OF ALL OTHER WARRANTIES. FOR THE AVOIDANCE OF DOUBT, THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 7 (DISCLAIMER OF WARRANTIES) OF THE AGREEMENT IS INCORPORATED INTO THIS SOFTWARE AND SUPPORT ADDENDUM BY REFERENCE.

13. Reserved.

14. CUSTOMER OBLIGATIONS.

14.1 Cooperation of Customer. [REDACTED] performance depends upon Customer's timely and effective cooperation, including providing [REDACTED] with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. [REDACTED] will not be liable for any failure to perform Support Services under the Agreement to the extent that the failure is caused by Customer's lack of cooperation. [REDACTED] may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

14.2 Malicious Code. Customer (i) will use commercially reasonable efforts to ensure that Customer's computer systems and information technology environment are free of viruses, adware, spyware, malware, rootkits, keyloggers, time or logic bombs, trojan horses, worms, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such system ("Malicious Code") and (ii) will not transmit any Malicious Code to [REDACTED] during any electronic interconnection by any means.

SCHEDULE E-1

Liquidated Damages

The Parties agree the following provisions shall apply to the services detailed in Schedules B1 & B2.

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

Such Delay Damages shall never exceed eight per cent (8%) of the Services Value of the Statement of Work . Services Value means the initially agreed price for all Services in the Statement of Work plus any adjustments or reviews carried out, relating to the Services, according with the terms hereunder. For the avoidance of doubt, Services Value shall not include the cost of any software licenses.

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

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

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

SCHEDULE F

Notices

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

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

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

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

SCHEDULE G

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for the duration of the applicable Purchase Order, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the supplier shall require each subcontractor to procure and maintain all insurance as outlined in section one.

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

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

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

1. Required Insurance Coverage's and Minimum Amounts

Each insurance policy shall be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best's Rating of not less than "B+" and a policyholder surplus of at least \$25,000,000.

Each insurance policy, except Workers' Compensation and Employers' Liability, shall be endorsed to add Customer as an additional insured. All insurance where Customer is an additional insured must contain provisions which state that the policy will respond to claims or suits by Customer against the Supplier/Consultant/ Labor supplier/etc. In addition, Customer should be notified of any reduction in the aggregate policy limits.

Supplier shall provide a minimum of thirty (30) days prior written notice of cancellation, intent not to renew, or material change in coverage.

In the event Supplier and/or Subcontractor has a policy(ies) written on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the commencement of Services under this agreement. In addition, the Supplier and/or Subcontractor will guarantee future coverage for claims arising out of events occurring during the course of this agreement.

All of the insurance required hereunder will be primary to any or all other insurance coverage in effect for Customer.

- 1.1 Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of the state in which the Services are provided the minimum limit for Employers' Liability Insurance should be \$500,000 each accident, \$500,000 disease-policy limit, \$500,000 disease-employee each employee.
- 1.2 Automobile Liability insuring any auto, all owned autos, hired autos, and non-owned autos with a bodily injury and property damage combined single limit of \$1,000,000 per occurrence.
- 1.3 General Liability (Comprehensive or Commercial Form), including coverage for Premises/Operations, Products/Completed Operations, Broad Form Property Damage, and Personal Injury, in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

The amount of insurance may be satisfied by purchasing primary coverage in the minimum (or greater) amounts specified or by purchasing a separate excess Umbrella Liability policy together with lower limit primary coverage.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier or Subcontractors are intended to, nor shall they in any manner limit or qualify the liabilities and obligations assumed by Supplier or Subcontractor under this agreement.

SCHEDULE H

Data Security Rider

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

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

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

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

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

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

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

(v) “Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed upon Personal Data or Company Data, whether or not by automatic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval,

consultation, retention, use, disclosure, dissemination, exfiltration, taking, removing, copying, making available, alignment, combination, blocking, deletion, erasure, or destruction.

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

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

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

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

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

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

(i) VENDOR shall Process Personal Data and Company Data only on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR’s services or VENDOR’s possession or Processing of Personal Data and Company Data. CUSTOMER will use its best efforts to ensure that Vendor is not granted access to Sensitive Personal Data, and in any case will always inform Vendor of its access to any Sensitive Personal Data. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR’s obligations under the Agreement and as further described below and for no other purpose. For the avoidance of doubt, (i) VENDOR shall not Process Personal Data or Company Data for any commercial purpose other than providing the services specified in the Agreement nor for any purpose outside the scope of the Agreement; and (ii) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in

writing, or by electronic or other means, Personal Data or Company Data for valuable consideration is prohibited.

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

- The Processing activities that will be carried out by VENDOR are: Handling of Employee Global ID numbers (U#s) for security access provisions as required. IP addresses for configuration of remote access. .
- The categories of Personal Data that will be Processed by VENDOR are: Avangrid Confidential Information
- The categories of Personal Data subjects whose information will be processed by VENDOR are: N/A].
- The instructions for the Processing of Personal Data are: Only those who have to have access to this information should have access. Utilization of data to set up security provisions (U#s); IP Addresses to configure remote access. Retain information to allow for support and maintenance as [per agreement..

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

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

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

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

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

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

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

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

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

plants, factories, networks, or grids of the CUSTOMER or its affiliates or to which they have access, during storage or transmission;

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

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

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

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

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

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

(ix) Not disclose Personal Data or Company Data to any third party (including, without limitation, VENDOR's subsidiaries and affiliates and any person or entity acting on behalf of VENDOR) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out

VENDOR's obligations under the Agreement and this Rider; (B) VENDOR executes a written agreement with such third party whereby such third party expressly assumes the same obligations set forth in this Rider; (C) VENDOR has received CUSTOMER's prior written consent; (D) the Processing is carried out in accordance with the instructions of CUSTOMER, and (D) VENDOR shall remain responsible for any breach of the obligations set forth in this Rider to the same extent as if VENDOR caused such breach;

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

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

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

(xiii) Not transfer any Personal Data or Company Data across a country border, unless directed to do so in writing by CUSTOMER, and VENDOR agrees that CUSTOMER is solely responsible for determining that any transfer of Personal Data or Company Data across a country border complies with the applicable laws and this Rider;

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

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

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

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

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

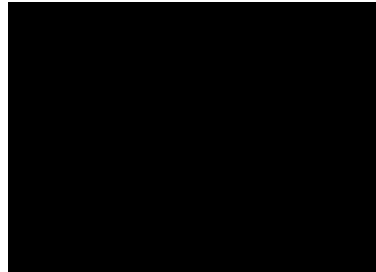
[Signature page follows]

IN WITNESS WHEREOF, CUSTOMER and VENDOR have caused their representatives to execute and deliver this Privacy and Data Security Rider.

Avangrid Service Company

DocuSigned by:

By: _____
Name: Robert Fitzgerald
Title: VP - Controller AGR Networks
Date: 8/5/2020



Avangrid Service Company

DocuSigned by:

By: _____
Name: Anthony Marone
Title: President & CEO
Date: 8/5/2020

[Signature page to Privacy and Data Security Rider]



Schedule A

General Security Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Protection against malicious software and known vulnerabilities.

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

The VENDOR shall maintain an action procedure should the equipment or device be lost or stolen, ensuring, to the maximum extent possible that the event be communicated promptly, Protected

Information be deleted safely in accordance with recognised standards, and access to CUSTOMER's systems or systems containing CUSTOMER's Protected Information be suspended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule B

Cyber-Insurance Requirements

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

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

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

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

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

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

Schedule C

Acceptable Use Requirements

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

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

Definitions

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

1. Requirements and Practices

1.1 Electronic Devices

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

- 1.1.1 The determining authority and responsibility for issuance of an Electronic Device shall rest with the Avangrid Business Area Leader (BAL) or department hiring manager.

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

Electronic Devices.

- 1.1.6 The use of hot desks/ shared network access equipment shall be reserved for Users who do not regularly require the use of a portable Electronic Device (e.g. laptop) for their professional activities.
- a. Users of hot desks/shared network access shall have a current network login.

1.2 Connection to Avangrid Cyber-infrastructure

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

1.3 Use of Mobile Devices (for Remote Access)

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

issued devices.

1.4 Personally Owned Devices

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

1.5 Treatment of Software and Applications

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

1.6 Treatment of Information/Data

- 1.6.1 Information/data assets obtained or created during the engagement with Avangrid are the property of Avangrid and shall be treated in accordance with the applicable Agreement and Data Security Rider.
- 1.6.2 The storage of Avangrid information/data on Personally Owned Devices or non-Avangrid controlled or authorized environments, including non-authorized Electronic Devices is prohibited. Users shall not store AVANGRID owned information/data on devices that are not issued by AVANGRID unless explicitly and contractually agreed by both parties.
- 1.6.3 Where access to Personal Data is part of a Users' professional role and responsibilities, access shall be treated in accordance with all applicable data protection and/or privacy law(s) and regulation(s) and under strict access and usage guidelines.
- 1.6.4 Corporate storage spaces and network resources shall be used for file storage and/or exchange of professional information.
- 1.6.5 Users shall store and share information/data in accordance with the terms and conditions with

Avangrid and any applicable Data Security Rider.

1.6.6 Use of an End Point Storage Device (EPSD) (e.g. USB) shall be limited to those devices acquired through the Information Technology (IT) request process (e.g. ITSM/ServiceNow).

1.6.7 Printed information/data (hard copy) shall be:

- a. Stored based on critically, e.g. hardcopy containing confidential and/or sensitive information/data shall be locked away when not required (or not in use).
- b. Discarded, when no longer needed, based on criticality, e.g. confidential and/or sensitive hardcopy shall be shredded.
- c. To be removed from printers, fax machines, copier rooms, and conference/ meeting rooms immediately.

1.7 User Access Credentials and Passwords

1.7.1 Requests for access shall be made following access provisioning procedures.

1.7.2 Applications and network resources access shall be activated\deactivated in accordance with Avangrid activation\ deactivation procedures.

1.7.3 Users requiring duly justified privileged access rights will be assigned a specific "Privileged User ID"

- a. Privileged User IDs shall be reviewed and confirmed at least semi-annually.
- b. Regular professional activities shall not be performed from a privileged ID.

1.7.4 Users shall use strong, complex passwords and securely maintain secret authentication information (e.g. passwords, cryptographic keys, smart cards that produce authorization codes), including:

- a. Not sharing or disclosing their Avangrid credentials (log on IDs-user names and/or passwords) with others inside or outside the company.
- b. Keeping secret authentication information confidential, ensuring that it is not divulged to any other parties, including senior management and technical support.
- c. Not recording (e.g. on paper, software file or hand-held device) secret authentication information, unless this can be stored securely and the method of storing has been approved (e.g. password vault) by Corporate Security.
- d. Changing secret authentication information when there is any indication of a possible compromise.
- e. Reporting any incidents or suspected compromises by following Avangrid incident reporting procedures.

1.8 Internet Use and Social Media

- 1.8.1 Avangrid may make available internet access to users depending on their role and responsibilities.
- a. Internet access shall be provided as a tool for business purposes, shall be used with moderation and shall be proportional to the work being undertaken.
 - b. Access to restricted websites shall be enabled at the discretion of Avangrid, and shall be provisioned following the security exception process.
 - c. Only Avangrid approved surfing software shall be used to access the Internet.
- 1.8.2 A moderate and proportional use of the internet shall be allowed for non-professional activities, although web surfing is expressly prohibited for:
- a. Accessing or posting of any racist or sexual content or any material that is offensive or defamatory in nature.
 - b. Accessing games, downloading video, music (MP3 or another format), or downloading any other files not related to the Avangrid related responsibilities.
- 1.8.3 Limited and occasional use of Avangrid Electronic Devices and resources to engage in Social Networking¹ and Blogging² is acceptable, provided that:
- a. It is done in a professional and responsible manner.
 - b. It does not violate the Code of Ethics or any relevant Avangrid policy, procedure or rule.
 - c. It is not detrimental to Avangrid's best interests.
 - d. It does not interfere with regular work duties.
 - e. There is no breach of the prohibitions identified in these requirements.
- 1.8.4 Avangrid reserves the right to determine which websites and social media platforms can be accessible through Avangrid Electronic Devices or Cyber –infrastructure.

1.9 E-mail Use

- 1.9.1 All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.
- 1.9.2 Avangrid reserves the right to monitor, inspect and access such emails and electronic files.
- 1.9.3 The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.
- 1.9.4 Removing or circumventing any of the security controls enforced on the company email system

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

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

(e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.

- 1.9.5 Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.
- 1.9.6 Limited use of an Avangrid e-mail account for personal purposes shall be regarded as acceptable provided that:
 - a. Use does not interfere with the normal performance of professional duties.
 - b. Messaging does not violate applicable laws, regulations, the Code of Ethics, or Avangrid policies.
 - c. Use is moderate both in terms of frequency and amount of memory and resources consumed.
- 1.9.7 Avangrid e-mails or messages containing company information/ data shall not be forwarded to external parties except where there is a specific business 'need to know'.
- 1.9.8 Avangrid electronic messaging shall not be used for transmitting, retrieving or storing any messages, files or attachments which constitute:
 - a. Harassing or discriminatory messages which relate to gender, race, sexual orientation, religion, disability or other characteristics protected by applicable laws and regulations.
 - b. Defamatory messages which adversely affect the reputation of a person or company.
 - c. Messages that violate copyright, trademark, trade secret or other intellectual property rights.
 - d. Obscene materials or images of a sexual nature.
 - e. Files or documents of an indeterminate origin or that, for any reason, may include computer viruses or in any way breach the security systems of the company or the recipient of the file or document, or may damage their IT systems.
 - f. Any material or images that might reasonably be expected to cause personal offense to the recipient.
 - g. Messages in violation of applicable laws, regulations, the Code of Ethics, or Avangrid policies.
- 1.9.9 The retention period for e-mail messages shall be 18 months. Once the retention period has been reached, emails shall be automatically eliminated from the user's mailbox.
 - a. a. Users shall store messages and/or associated attachments in Avangrid provided network folders. Storage of messages and/or associated attachments on hard drives in .pst (personal mail folders) folders is prohibited.
- 1.9.10 Users shall report suspicious email messages (e.g. spam, phishing, etc.) the Service (Help) Desk and/or using the reporting tool REPORTER, available in Outlook.

1.10 Incident reporting

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

1.11 Contract Termination

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

2. No Expectation of Privacy

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

3. Monitoring

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

4. Non Compliance

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



SCHEDULE I

Background Check Requirements

Domestic Background Checks

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

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

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background

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

Foreign Background Checks

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

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

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

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

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

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

Contractor Certification Form

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

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

Employee Name	Employer	Date of Last Background Check

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

[End of Schedule I – Background Check Requirements]

List of Offers Received

No other bidders