



MASTER PRODUCTS AND SERVICES PROCUREMENT AGREEMENT

THIS MASTER PRODUCTS AND SERVICES PROCUREMENT AGREEMENT (this “**Agreement**”) is made this December 22, 2020 (the “**Effective Date**”) by and between Avangrid Service Company, a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, “**Customer**”) and [REDACTED] Customer and Supplier may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Background

- I. Customer is authorized to procure and provide certain Products and Services (as defined in Section 1 below) that it may require from time to time in the operations of its business, including the Products and Services described in *Schedules B* and *E* respectively, and the attachments thereto, which are made a part hereof;
- II. Supplier states that it is an established and well-known provider and supplier of the Products and Services possessing the skills, qualifications, and experience necessary to provide and perform the Products and Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and that it has successfully provided and performed such Products and Services for other customers and is willing to provide the Products and Services to Customer in accordance with the terms and conditions of this Agreement; and
- III. 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 Products and Services, which shall be procured and awarded in accordance with this Agreement.

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**” means, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) “**Agreement**” means this Agreement including all Schedules attached hereto as of the Effective Date, as the same may be amended, and all future Order Documents and Statements of Work that are incorporated herein after the Effective Date.
- (c) “**Business Day**” means a calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of New York.

- (d) **“Change Order”** has the meaning set forth in *Schedule E-5* (Professional Services Addendum).
- (e) **“Contract Price”** means, in the aggregate, the total estimated fees for all Products and Services under an Order Document or Statement of Work pursuant to the applicable pricing summary, including any amendment or other modification thereto.
- (f) **“Day”** shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State of New York.
- (g) **“Documentation”** means Supplier’s standard, published user manuals, handbooks, and installation guides relating to the [REDACTED] Equipment (as defined in *Schedule E-2* – Equipment Addendum) or [REDACTED] Software (as defined in *Schedule E-6* – Software Addendum) in any form or media, that describe the functionality, components, features, or requirements of the [REDACTED] Equipment or [REDACTED] Software, including any aspect of the installation, configuration, integration, operation, or use of the [REDACTED] Equipment or [REDACTED] Software.
- (h) **“Effective Date”** shall mean the date specified in the introductory paragraph of this Agreement.
- (i) **“Intellectual Property”** means any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, and any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (j) **“Key Milestone”** means a Project Plan milestone to which Supplier and Customer have agreed shall be assigned Liquidated Damages.
- (k) **“Liquidated Damages”** means damages payable by Supplier in an amount agreed to by the Parties for failure to complete a Key Milestone in accordance with the Project Plan.
- (l) **“Order Document”** means the initial Order Document attached hereto as *Schedule B*; and any other document identified as an Order Document that contains Product and/or Service-specific pricing and/or terms, references this Agreement, and is executed by the Parties after the Effective Date.
- (m) **“Products”** mean those equipment and software products identified in a pricing summary attachment to an Order Document.
- (n) **“Professional Services”** mean professional services such as installation services, implementation services, consulting services, project management services and other similar services, described in a Statement of Work, but excluding cloud services, managed services and support and maintenance services.
- (o) **“Project”** means a project described in the applicable Statement of Work.

- (p) **“Project Plan”** means a written schedule or plan agreed upon by the Parties under a Statement of Work.
- (q) **“Purchase Order”** means a purchase order issued by Customer in accordance with this Agreement.
- (r) **“Statement of Work”** and **“SOW”** mean any of the statements of work under *Schedule B*; and any other statement of work for Professional Services that references this Agreement and is executed by the Parties, or is attached to an Order Document that is executed by the Parties, after the Effective Date.
- (s) **“Services”** means the Professional Services described in the Statements of Work and other services described in the *Schedule E* Special Conditions (**“Other Services”**).
- (t) **“Small Business Concern”** as defined by the Small Business Administration, means 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.
- (u) **“Supplement”** means a written Purchase Order Supplement, signed by the Customer, and accepted by Supplier after the execution of this Agreement, authorizing an addition, deletion, or revision in the Products or Services under the applicable Purchase Order.
- (v) **“Term”** has the meaning set forth in Section 4.1 (“Term”) of this Agreement.
- (w) **“Terms and Conditions”** means the terms and conditions governing the Products and Services and related matters, as set forth in *Schedule C*, attached hereto and made part hereof.

2. AGREEMENT STRUCTURE

21 Purchase Order Requirement. Customer shall issue to the Supplier a Purchase Order (or Purchase Orders) for Products and Services covered by this Agreement. Each such Purchase Order issued by Customer shall reference this Agreement and indicate specific Products and Services, Supplier part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Supplier. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Supplier, and any such additional or conflicting terms are deemed rejected by Supplier.

22 Agreement Schedules. The following Schedules are attached hereto and made a part of this Agreement as of the Effective Date:

- Schedule A: Avangrid Networks Contractor Safety Guide ANHS-SOP-021
- Schedule B: Order Document #1 – NY AMI Project
 - Attachment A: Pricing Summary
 - Attachment B: Statements of Work

- Attachment B-1: Statement of Work – Head End System Implementation for NY AMI Solutions
- Attachment B-2: Statement of Work – IEE MDM Implementation for NY AMI Solutions
- Attachment B-3: Statement of Work – Managed Appliance Installation for NY AMI Solutions
- Attachment C: Forecasting and Ordering Procedure
 - Attachment C-1: Forecast Template
- Attachment D: DI Application Specifications
 - Attachment D-1: Location Awareness Specification
 - Attachment D-2: HAN Enablement Specification
- Schedule C: Terms and Conditions
- Schedule D: Not Used
- Schedule E: Special Conditions
 - Schedule E-1: Distributed Intelligence Platform Addendum
 - Schedule E-2: Equipment Addendum
 - Schedule E-3: Maintenance & Support Addendum
 - Schedule E-4: Managed Appliance Addendum
 - Schedule E-5: Professional Services Addendum
 - Schedule E-6: Software Addendum
 - Schedule E-7: Wireless Data Service Addendum
- Schedule F: Notices
- Schedule G: Insurance Requirements
- Schedule H: Data Security Rider
- Schedule I: Background Check Requirements
- Schedule J: Template Order Document

23 Order of Precedence. Customer and Supplier acknowledge that each Purchase Order processed in accordance with this Agreement for the particular Products and Services set forth in the Purchase Order shall be governed by the following documentation (as they may be amended or modified in accordance with this Agreement) in the following order of precedent:

- (i) The applicable Order Document (not including Statements of Work attached to

an Order Document);

- (ii) Special Conditions attached hereto as *Schedule E*;
- (iii) The Terms and Conditions attached hereto as *Schedule C*;
- (iv) The Data Security Rider attached hereto as *Schedule H*;
- (v) The Insurance requirements attached hereto as *Schedule G*;
- (vi) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), and (v) above; and
- (vii) Statements of Work.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth above.

3. FEES; INVOICING; PAYMENT; AND DISCOUNTS

- 31 **Fees.** Fees for Products and Services orderable by Customer from Supplier under this Agreement are set forth in the applicable Order Document or SOW.
- 33 **Invoicing & Payment Terms.** Invoicing terms for Products and Services are addressed in *Schedule E* (Special Conditions), and associated payment terms are addressed in Article 4 (“Payments”) of *Schedule C* (Terms and Conditions), which may be supplemented or modified by an Order Document.
- 34 **Discounts.** Supplier agrees that, in calculating any discounts or adjustments to pricing that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of Services for all Purchase Orders issued by Customer during the relevant time period.

4. TERM & TERMINATION

- 41 **Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue in full force and effect, unless sooner terminated in accordance with this Section 4, until the later of (a) the 20th anniversary of the Effective Date, and (b) the date upon which all Order Documents and Statements of Work are completed, expired, or terminated. If this Agreement is terminated while any Order Document or Statement of Work is still in effect, then all such Order Document(s) or Statement of Work(s) shall automatically terminate. The Parties may, upon mutual agreement, extend the term of any Statement of Work for additional periods through a Change Order. Each Order Document shall set forth a term and each Statement of Work shall set forth the period of performance and the scope of Professional Services to be performed with respect to that Statement of Work.
- 42 **Termination for Bankruptcy Event.** A Party may terminate this Agreement immediately by written notice to the other Party if the other Party has availed itself of, or been subjected to by any third party, (i) a proceeding in bankruptcy in which the other Party is the named debtor, (ii) an assignment by the other Party for the benefit of its creditors, (iii) the appointment of a receiver for the other Party, or (iv) any other proceeding involving insolvency or the protection of, or from, creditors, and same has not been discharged or terminated without any prejudice

to the other Party's rights or interests under this Agreement within sixty (60) days.

43 Termination for Convenience. Notwithstanding anything to the contrary contained in this Section 4, Customer may terminate this Agreement, and/or any Order Document or Statement of Work, at any time for any or no reason by giving Supplier ninety (90) days written notice of termination, or forty five (45) days if written notice of termination is given by Customer under Section 4.5 (“Termination for Governmental/Regulatory Reasons”), and, if such written notice is provided, this Agreement, and/or the applicable Order Document or Statement of Work, as applicable, shall terminate on the effective date specified in such notice provided. With respect to each Order Document or Statement of Work that is terminated by Customer under this Section 4.3, in addition to paying other amounts properly invoiced by Supplier for Products and Services provided prior to the effective date of termination, Customer shall be obligated to (1) pay fees and reimbursable expenses for Professional Services rendered under a Purchase Order and Statement of Work prior to the time of any such termination (provided, however, that fees to be paid based on milestone achievement will be paid on a pro rata basis based on the percentage of applicable work completed as of the effective date of termination); (2) take deliveries and pay fees, taxes and reimbursable expenses for any equipment that, on the date Supplier receives Customer’s notice of termination, is (i) covered by a binding forecast under an Order Document, (ii) included within Customer’s “last time buy” of equipment under Section 17 (“End of Sale”) of *Schedule E-2* (Equipment Addendum), (iii) scheduled for delivery to Customer within Supplier’s then-current lead time, or (iii) third-party equipment covered by an accepted Purchase Order; (3) pay other termination-related fees (e.g., retroactive price adjustments or early termination fees) if expressly set forth in the applicable Order Document; (4) pay for any reasonable and substantiated costs for winding down and demobilization associated with any terminated Professional Services, which are incurred by Supplier as a result of such termination by Customer; (5) take deliveries and pay fees, taxes and reimbursable expenses of any Products and Services covered by an accepted Purchase Orders issued by Customer on or after the date Supplier receives Customer’s notice of termination; and (6) take deliveries and pay fees, taxes and reimbursable expenses of any Products and Services (including Transition Services) provided by Supplier under Section 4.11 (“Transition”). Following receipt of a termination notice under this Section 4.3, Supplier shall take reasonable steps to mitigate any costs that can be reasonably avoided in connection with the termination.

44 Termination for Cause.

4.4.1 Termination by Customer. Notwithstanding anything to the contrary contained in this Section 4, in the event that Supplier is in material breach of this Agreement (including an Order Document or a Statement of Work), the Customer may terminate this Agreement, or the Order Document or Statement of Work, as applicable, thirty (30) days after written notice of such breach is given to Supplier, if Supplier fails to cure such breach within such thirty (30) day period; provided, however, that for breaches which cannot, by their nature, be cured within such thirty (30) day period, Supplier shall be entitled to an additional thirty (30) day period to cure such breach so long as it promptly commences and continues with diligent efforts to cure such breach. If such a termination right is expressly set forth in an Order Document or *Schedule E*, Customer may terminate this Agreement or the applicable Order Document or SOW in the event of Supplier’s repeated service level failures. In the event that Supplier demonstrates that a termination under this Section 4.4.1 is erroneous, the termination shall, at Customer's option, be withdrawn or be deemed to have been issued as a termination for

convenience pursuant to Section 4.3 (“Termination for Convenience”) and the rights and obligations of the Parties hereto shall in such event be governed accordingly.

- 4.4.2 Termination by Supplier.** Notwithstanding anything to the contrary contained in this Section 4, in the event that Customer is in material breach of this Agreement (including an Order Document or a Statement of Work), Supplier may terminate this Agreement, or the Order Document or Statement of Work, as applicable, thirty (30) days after written notice of such breach is given to Customer, if Customer fails to cure such breach within such thirty (30) day period; provided, however, that (i) for payment default by Customer, Customer shall have a sixty (60) day period to cure such breach so long as it promptly commences and continues with diligent efforts to cure such breach; and (ii) for other breaches which cannot, by their nature, be cured within such thirty (30) day period, Customer shall be entitled to an additional thirty (30) day period to cure such breach so long as it promptly commences and continues with diligent efforts to cure such breach.
- 4.5 Removal of Certain Personnel.** Immediately upon notice from Customer or Supplier otherwise becoming aware that, during or in connection with the Professional Services, Supplier Project personnel (including any of its subcontractor personnel) (A) is/are performing illegal activities, including theft, fraud, hazardous driving, or the use of alcohol or illegal/controlled substances, (B) is engaged in, or has engaged in, misconduct, or (C) is/are acting or have acted in a manner that has or could reasonably be expected to harm persons or property or jeopardize/pose a threat to the safety of persons or property or to the reliability or operation of Customer's gas or electric systems, Supplier shall remove any and all involved individuals from any and all matters related to this Agreement. Supplier's failure to so remove any such individual shall be deemed a material breach of this Agreement.
- 45 Termination for Governmental/Regulatory Reasons.** Customer may terminate this Agreement and/or any Order Document or Statement of Work pursuant to Section 4.3 (“Termination for Convenience”) if required to do so by any governmental or regulatory authority or if Customer reasonably determines that termination is necessary to allow Customer to comply with applicable governmental or regulatory requirements; provided that Customer must provide at least forty-five (45) days advance written notice. In such event, Customer shall pay applicable fees, taxes, expenses, and other amounts pursuant to Section 4.3. Supplier's failure or refusal to comply with any applicable laws or regulatory or permitting requirements in connection with the performance of Professional Services shall be deemed a material breach of this Agreement. Following receipt of a termination notice under this Section 4.5, Supplier shall take reasonable steps to mitigate any costs that can be reasonably avoided in connection with the termination.
- 46 No Payments after Transition.** In the event of termination by Customer under Section 4.2 (“Termination for Bankruptcy Event”) or Section 4.4.1 (“Termination by Customer”), except as otherwise provided in an Order Document, no payments shall be due from Customer to Supplier under the terminated Order Document(s) and/or terminated Statement(s) of Work following the effective date of termination by Customer except with respect to Products and Services provided by Supplier (i) prior to the effective date of termination, or (ii) after the effective date of termination in connection with Section 4.11 (“Transition”) or as otherwise agreed by the Parties in writing.
- 47 Continued Performance.** Following service of a notice pursuant to this Section 4 terminating this Agreement, or requesting cure of any breach under this Agreement, but prior to the

effective date of any subsequent termination, each Party shall continue to abide by the terms and conditions of this Agreement and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of service of a such notice pursuant to this Section 4 and the date of actual termination. Following the date of actual termination, each Party shall continue to abide by the terms and conditions of this Agreement to the extent they survive termination pursuant to Section 5.8 (“Survival”) or any other survival section set forth in a Schedule or Order Document to this Agreement.

- 4.8 Final Invoice.** Upon termination of this Agreement and/or any Order Document or Statement of Work by Customer pursuant to this Section 4.2 (“Termination for Bankruptcy Event”) or Section 4.4.1 (“Termination by Customer”), Supplier shall render an invoice in respect of any Products and Services provided under the terminated Order Document(s) and/or terminated Statement(s) of Work since the date of the last invoice and up to the termination date and Customer shall pay the undisputed amounts of such invoice subject to the payment terms and conditions set forth in this Agreement. Supplier will also invoice Customer for Products and Services (including Transition Services) that the Parties agree in writing shall be provided by Supplier following the applicable termination date and Customer shall pay the undisputed amounts of such invoice(s) subject to the payment terms and conditions set forth in this Agreement or applicable Transition Plan.
- 4.9 Other Rights and Remedies.** Termination under Section 4.4 (“Termination for Cause”) shall be without prejudice to any rights or remedies either Party may have against the other in respect of any breach of the terms of this Agreement. In addition, in the event of Supplier’s default, Customer may retain from any money otherwise due for Services rendered prior to termination an amount which Customer and Supplier reasonably determine is adequate to cover all damage resulting from the Supplier’s default.
- 4.10 Suspension.** Customer may at any time, for any reason (including no reason) immediately suspend Supplier’s performance of the Professional Services by written notice to Supplier’s Program Manager of the applicable Project. Upon Customer exercising the right to suspend, Supplier shall wind down and cease the performance of all Professional Services under the suspended Statement of Work until such time as Customer provides written notice to Supplier to resume performance of the services under the Statement of Work (the “**Resume Notice**”); provided that Supplier may redeploy resources in the event of any suspension lasting more than five (5) Business Days and shall be relieved of any obligation to make any such re-deployed resources available to perform Professional Services in connection with the applicable Project, unless Customer agrees to retain such resources during the suspension period at Supplier’s applicable rates. Customer shall pay Supplier fees and reimbursable expenses for Professional Services performed up to the suspension date and reasonable wind-down and demobilization costs substantiated in writing and incurred by Supplier. Supplier shall use best efforts to resume Professional Services under the suspended Statement of Work as soon as reasonably possible after Customer’s issuance of the Resume Notice, execution of an applicable Change Order, and payment of any reasonable remobilization costs substantiated in writing and incurred by Supplier in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that in no event shall any and all aggregate wind-down, demobilization and remobilization costs requested by Supplier under this Section 4.10 exceed in the aggregate a total of five percent (5%) of the amount of all Purchase Orders under this Agreement.

4.11 Transition. Upon Customer's request and in consultation with Customer, Supplier will develop a detailed plan for the transition of Services from Supplier to Customer or a third party (a "**Transition Plan**") that will provide for the orderly wind-down and transfer of Services provided under an Order Document upon the termination or expiration of that Order Document ("**Transition Services**"). At a minimum, each Transition Plan will: (i) describe the overall approach with respect to the Transition Services; (ii) identify and assign responsibility for the performance of all necessary transition-related activities, including the return of data and records in a format reasonably acceptable to Customer; (iii) specify applicable fees and invoice terms for the Transition Services, and (iv) identify a projected time period and completion date for the Transition Services, which shall not exceed twenty-four (24) months after the date of termination or expiration of the applicable Order Document for any reason (the "**Transition Period**"). During the Transition Period, so long as Customer is not in default of any payment obligation under this Agreement or the Transition Plan, Supplier will, in accordance with the Transition Plan: (a) provide Transition Services; (b) subject to the end of sale and end of support provisions of this Agreement, continue to perform the Services (other than Transition Services) and provide the Products in accordance with this Agreement at the rates and fees set forth in the applicable Order Document (unless such rates are inapplicable or expired, in which case Supplier's then-current rates and fees shall apply, unless otherwise agreed by the Parties in writing); and (c) perform the other obligations specified in the Transition Plan. During the Transition Period, Customer may terminate all or part of the Transition Services in accordance with the Transition Plan. Supplier will use commercially reasonable efforts to minimize: (1) the duration of the Transition Period; (2) the costs to Customer in connection with Transition Services; and (3) any adverse impact on the Products and Services hereunder during the Transition Period. To be valid and enforceable, a Transition Plan must reference this Agreement and be signed by an authorized representative of each Party.

5. GENERAL

5.1 Documentation. The Documentation will include all technical and functional specifications and other such information as may be reasonably necessary by a properly trained individual for the effective installation, testing, and use of the [REDACTED] Equipment and [REDACTED] Software (as defined in *Schedule E*) provided under this Agreement, including the effective configuration, integration, and systems administration of such [REDACTED] Equipment and [REDACTED] Software, and the operation and the performance of all its functions. The Documentation is and will be complete and accurate when provided to Customer such that at no time will the [REDACTED] Equipment or [REDACTED] Software have any material undocumented feature.

5.2 Notices. All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 5.1, or (iv) six (5) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in *Schedule F* attached to this Agreement and made a part hereof. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

5.3 Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this

Agreement without the prior written consent of the other, and any such assignment or attempted assignment without such consent shall be null and void, except that either Party may, after providing written notice to the other Party, assign its rights and obligations, in whole only, without such consent, to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

- 54 Entire Agreement: Amendment.** This Agreement (including its Schedules, Order Documents and Statements of Work) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.
- 55 Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.
- 56 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.
- 57 Relationship of Parties.** Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, unless expressly authorized in this Agreement. The relationship between the Parties is that of independent contractors.
- 58 Survival.** The following sections above shall survive expiration or termination of this Agreement and shall also survive with respect to any expired or terminated Order Document and Statement of Work: 1 (“Definitions”), 2 (“Agreement Structure”), 4 (“Term & Termination”), and 5 (“General”).

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

[Signature page follows]

SIGNATURE PAGE TO MASTER PRODUCTS AND SERVICES PROCUREMENT AGREEMENT

AVANGRID SERVICE COMPANY

DocuSigned by:

Jorge Aith

Signature

Jorge Aith

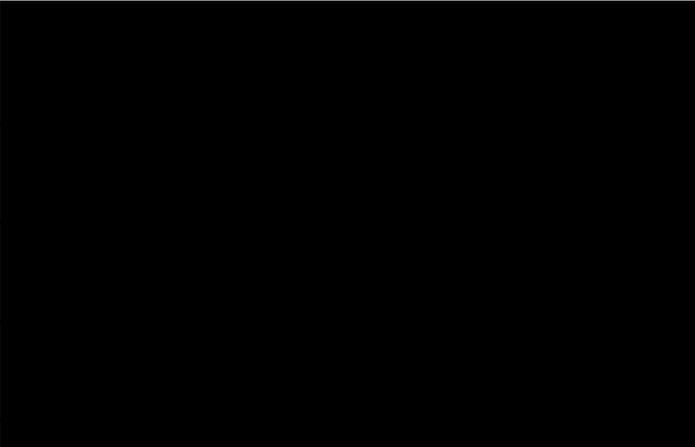
Printed Name

VP Processes & Technology

Title

12/23/2020

Date



AVANGRID SERVICE COMPANY

DocuSigned by:

Bob Fitzgerald

Signature

Bob Fitzgerald

Printed Name

VP - Controller AGR Networks

Title

12/31/2020

Date



SCHEDULE A

Avangrid Networks Contractor Safety Guide

ANHS-SOP-021



Avangrid Networks Contractor Safety Guide

ANHS-SOP-021



TABLE OF CONTENTS

1. INTRODUCTION	3
2. CONTRACTOR RESPONSIBILITIES	3
3. ADMINISTRATIVE SAFETY REQUIREMENTS.....	4
4. CONTRACTOR ORIENTATION.....	6
5. GENERAL SAFETY REQUIREMENTS	7
6. ELECTRIC SYSTEM SPECIFIC SAFETY REQUIREMENTS	18
7. EXCEPTIONS.....	30
8. MULTI-EMPLOYER WORKPLACE.....	30
9. PROGRAM EVALUATION.....	31
10. RECORDKEEPING.....	31
12. SUMMARY OF CHANGES	33

1. INTRODUCTION

Avangrid Networks (Berkshire Gas, Central Maine Power, Connecticut Natural Gas, Maine Natural Gas, New York State Electric & Gas, Rochester Gas & Electric, Southern Connecticut Gas and The United Illuminating – the “Company”) Contractor Safety Guide defines the safety requirements that contractors, subcontractors and agents must adhere to in order to perform work at Company facilities, properties or work sites. These Contractor Safety Work Rules set forth the Company’s minimum expectations on the safety standards and policies of its contractors. Use and reference to this document will provide Contractors with clear expectations and will enable Company Contractors to share in Avangrid Networks’ vision to be a world-class safety organization with zero injuries every day.

It is expected that all contractors who perform work for the Company comply with all federal, state and local laws and regulations governing workplace safety. This includes work authorized to take place at any Company facility, property, designated work site or construction site. Company policies may exceed the requirements of federal, state and local regulatory agencies, and are in addition to any procedures, policies, guidance, and/or work instructions of the contractor.

This document represents policies and safety-related work methods that are unique to the Company and that may go beyond OSHA rules. Contractors must follow these requirements as well as their own rules that meet or exceed OSHA and other regulatory requirements.

Use and reference to this document will provide Contractors with clear expectations and will enable Company Contractors to share in Avangrid Networks’ vision to be a world-class safety organization with zero injuries every day.

These Contractor Safety Requirements shall be reviewed and at least annually and updated as necessary, as a result of a change in safety regulations or Company policies or procedures.

Questions regarding this procedure should be referred to Avangrid Health and Safety.

2. CONTRACTOR RESPONSIBILITIES

During the performance of any work at AVANGRID facilities, properties or work sites:

- 2.1. Contractors are and shall remain an independent contractor.
- 2.2. Contractors are responsible for their own safety compliance. Nothing stated in this Contractor Safety Guide shall relieve Contractors of their responsibility for the safety of its employees and public.
- 2.3. Contractors shall at all times comply with (1) all federal, state, and local safety and health requirements, (2) these Contractor Safety Guide work rules, and (3) its own safety procedures, policies, guidance, and/or work instructions.
- 2.4. Contractors shall inform its employees, subcontractors, and agents of these Contractor Safety Guide work rules prior to the commencement of any work, and shall at all times be responsible for ensuring its employees, subcontractors, and agents comply with these Contractor Safety Guide work rules.
- 2.5. Contractors shall be responsible for keeping up-to-date with all changes to federal, state, and local safety and health requirements, and for communicating any such changes to its employees, subcontractors, and agents.
- 2.6. Contractors shall be responsible for communicating any changes to these Contractor

- Safety Guide work rules, as from time to time may be provided by the Company, to its employees, subcontractors, and agents.
- 2.7. Contractors shall be responsible for informing The Company of any changes to its own safety procedures, policies, guidance, and/or work instructions.
 - 2.8. Contractors shall at all times comply with all Company guidance, specific work instructions, site-specific rules, and/or health and safety plans.
 - 2.9. Contractors are required to immediately report to the Company (within 24 hours of occurrence) all accidents, injuries and incidents, including near misses, no matter how insignificant using Avangrid's form (ANHS-FOR-020D).
 - 2.10. Contractors are required to ensure its employees, subcontractors, and agents are aware (1) of who to contact in case of an emergency and (2) that all accidents, injuries and incidents must be reported immediately (within 24 hours of occurrence) to their Company representative.
 - 2.11. Contractors shall investigate and report on all accidents, injuries and incidents, including near misses, to the Company within five (5) days of each occurrence, which a written report generated and submitted to a Company representative and shall include a root cause analysis and a list of all corrective actions using Avangrid's form (ANHS-FOR-020D).
 - 2.12. All written investigation reports are subject to review by the Company.
 - 2.13. In the event any contractor is ever informed by a third party or has reason to suspect that it is not in compliance with any of the foregoing, it shall immediately notify Company (within 24 hours of discovery) of such noncompliance, and take all appropriate action to remedy such noncompliance to the Company's satisfaction.
 - 2.14. Neither compliance with these Contractor Safety Guide work rules nor the Company's approval of any actions or procedures of contractors shall relieve contractors of its obligation to always use due care in performing work and to take any additional and necessary precautions to prevent injury, or property damage. Contractors shall ensure safe work practices are employed throughout the course of the project.

3. ADMINISTRATIVE SAFETY REQUIREMENTS

3.1. Pre-Bid Meetings

This section applies to all Contractors, as needed.

The pre-bid meeting is coordinated by the Company to provide bidders with an opportunity to acquaint themselves with contractual requirements and specific safety issues concerning the project, including Company-specific safety rules and known site conditions. Pre-bid meetings may be held for some – but not necessarily all – projects, and will be held when determined necessary by the Company.

3.2. Worker Qualification Assurance

This section applies to all Contractors, as needed.

In order to meet Company safety requirements, the Contractor must describe how workers, including subcontractors, are qualified. The Contractor must supply information concerning the type of skills assessment performed, training programs, and how they ensure that employees demonstrate competencies. The Company reserves the right to verify Contractor competency.

The Contractor shall certify that:

- The Contractor has been informed of Company safety requirements;
- Employees and subcontractors have the appropriate qualifications to perform the work; and
- The Contractor agrees to comply with all applicable safety requirements.

The certification shall be in the form of a Letter of Assurance.

The bidder shall supply the background and qualifications for all management personnel through resumes, behavioral observations or other documents. The Company shall interview and approve management personnel if considered necessary.

Contractors bidding on new work shall provide this information to the Company contact or through ISNetwork.

3.3. Project Safety Plan

This section applies to high or medium risk work in detail commensurate with the scope of the project.

Contractors who perform medium or high risk-ranked contracted services shall submit a project-specific safety plan prior to the start of the project and/or at the pre-construction meeting. The Company representative will provide specific requirements of the format and/or forms to be completed.

At a minimum, the project safety plan shall include a completed safety hazards checklist and the Emergency Contact Sheet. This format is ideal for short-duration, small and/or simple projects. This minimum safety plan shall be referred to as the SHORT VERSION.

Long-term, large and/or complicated projects require the Contractor to complete a more detailed safety plan. This plan shall be referred to as the LONG VERSION. At a minimum, the LONG VERSION safety plan shall include the following elements:

- Roles and responsibilities
- Scope of work
- Task and hazard identification and risk assessment of the hazards
- Hazard mitigation/control procedures and work methods
- Incident analysis and reporting
- Compliance and monitoring
- Roles and Responsibilities

The plan shall identify who will be responsible for the project oversight and their qualifications. For example, if the work requires excavation, there must be someone on-site who would be qualified as a competent person as required by OSHA standard.

For multi-employer work-sites, the general Contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

Scope of Work - Briefly state the scope of work as provided by the Company. The plan must specifically address the project or contracted services requested by the Company. Therefore, the scope should be short and to-the-point.

Task Hazard Identification and Risk Assessment - The Contractor shall identify all significant tasks and the anticipated hazards. The Company refers to this process as a risk assessment.

The Contractor's cost to provide adequate safety measures and to comply with Company requirements must be considered and budgeted in the bid/proposal.

Hazard Mitigation Procedures and Work Methods - For each hazard, the Contractor shall specify measures that will be taken to mitigate these hazards. A table format is the simplest way to organize and present the task, hazard and mitigation steps. For example:

Location: Substation Yard

Task	Hazard	Mitigation Steps
Material Handling	Contact with overhead energized lines / equipment	Off load in the clear and have a safety observer present

Incident Analysis and Reporting - Follow the requirements referenced in this document.

Compliance Monitoring - Explain how you will ensure that both your employees and subcontractors will achieve safety compliance.

4. CONTRACTOR ORIENTATION

This section applies to all Contractors, as needed.

- 4.1. Contractor Orientation shall be conducted by a Company Representative, and is intended to serve as a resource in order to provide the Contractor with the tools necessary to educate their employees and subcontractors. The session is not intended to train the Contractor management, their employees or their subcontractors. The extent and content of the orientation session shall be determined by the Company and shall be commensurate with the scope and type of the Contractor's activities. The Contractor shall provide management representation at the orientation session.

After the completion of the orientation session, the Contractor shall certify in writing that:

- The Contractor has been informed of Company safety requirements;
- Employees and subcontractors have the appropriate qualifications to perform the work; and
- The Contractor agrees to comply with all applicable safety requirements.

The certification shall be in the form of a "Letter of Assurance", printed on the Contractor's letterhead, signed by a principal of the Contractor, and delivered to the Contractor's Company contact, or ISNetworld participants will upload this letter into ISNetworld to meet this requirement.

4.2. Information Transfer

As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate

Company User's Representative shall provide the Contractor access to the following information:

- The existing characteristics and conditions of the Company installations that are related to the safety of the work to be performed;
- Information about the design and operation of the Company installations that the Contractor needs;
- Arc flash studies;
- Ground fault studies;
- Voltage levels for tree trimming operations; and
- Danger poles tagging.

As referenced in OSHA 1910.269(a)(3), the Contractor shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and the Contractor shall advise the Company of any hazardous conditions found before and during the work.

5. GENERAL SAFETY REQUIREMENTS

5.1. Pre-Construction Meetings

This section applies to medium or high risk-ranked projects or activities.

5.1.1. Pre-Construction Meeting Guidelines

The Project Manager, Company Construction Supervisor or other designated User's Representative shall hold a pre-construction (project kickoff) meeting prior to the start of a medium or high risk-ranked project/service. Other attendees may include Company Health and Safety, Environmental, or Contractor management as needed.

The Contractor's Project Safety Plan will be discussed at this meeting, including a final review of the safety hazards checklist to ensure a proper hazard mitigation plan.

These hazard mitigation measures shall be reviewed, and work shall not commence, until these hazards have been adequately mitigated. The Owners Representative, or other User's Representative, will discuss with the Contractor the methods by which compliance will be achieved with Company safety requirements.

An Emergency Call List shall be exchanged with the Contractor. This list must contain 24-hour contact information for key Contractor and project personnel, including Owner's Representative and Safety Specialists. This list should be distributed to all concerned, as determined by the project team, prior to the start of work.

For routine contracted maintenance services, a review of associated safety issues and specific facility issues, restrictions or practices, such as evacuation procedures, must be discussed with the Contractor upon initial hiring. Any changes in the facility that may affect the safety of Contractor, Company employees or third parties

must be communicated immediately.

5.1.2. Required Meeting Documents

The User shall document the meeting proceedings using the referenced Attendance Roster and Meeting Agenda:

- **Attendance Roster** (ANHS-FOR-020B): The participants shall print their names, phone numbers, and Company name on the Attendance Roster.
- **Meeting Agenda** (ANHS-FOR-020A): The meeting agenda checklist covers safety topics. A second page is provided to include action items and other significant issues identified during the course of the meeting.

5.2. Related Documents

Related documents may be used during the Pre-Construction Meeting as appropriate. This section explains their purpose.

Contractor Safety Requirements: The User is responsible for ensuring that the Contractor has a copy of the most current **Contractor Safety Guide** (ANHS-SOP-021). This document provides detailed guidance to the Contractor regarding Company safety performance expectations. The most current electronic copy can be obtained from your Avangrid contact and/or the ISN website.

Emergency Contact Sheet: This document can be used as by the User and Contractor to record key contact and emergency contact information.

5.3. Safety Meetings

This section applies to all Contractors, as-needed.

The Contractor shall have regular monthly (or more frequent) safety meetings with documented attendance of their employees and subcontractors.

Minutes of the safety meetings shall be documented in writing, and shall be available for inspection by the Company during the project period and for 30 days after the project is completed.

Weekly safety meetings/calls between the Company and Contractor management are required for all high-risk work. These meetings shall focus purely on safety.

5.4. Job Safety Briefs or Dynamic Risk Assessments

This section applies to all Contractors, as-needed.

Job safety briefs shall be documented in writing. Written job safety briefs, on the Contractor letterhead, shall be available at the job site for inspection, and retained for 30 days after the job is completed.

Each crew shall conduct these job safety briefs or dynamic risk assessments prior to each day's work, when there are changes to the work order or plan, and when a new worker joins the crew.

Each worker must have the opportunity to voice concerns. The work cannot begin until each worker signs off on the job safety brief stating that they have discussed the work and agree with the plan.

5.5. Incident Analysis

This section applies to all Contractors (regardless of risk ranking).

All Contractors are required to report to the Company, any work-related incidents involving injury or illness to employees or the public, or property damage to the Contractor's or Company's equipment. The first priority is to ensure that the injured receive medical treatment. The Company will provide the Contractor with the **Contractor Incident Report** (ANHS-FOR-020D) during the pre-construction meeting.

The Company contact will explain these reporting requirements in more detail prior to commencement of work.

An incident is defined as an event that has a human component, and results in, or could potentially result in, at least one of the following outcomes:

- Injury – incidents that cause harm to people;
- Property Damage – incidents that cause damage to property;
- Adverse Public Impact – incidents that disrupts service to the public or results in adverse public reaction; or
- Near-Miss – an incident which had the potential under different circumstances to result in an injury.

A hazardous condition is defined as a condition that can and is rectified immediately by the person who identified the hazard.

A significant hazard is defined as a condition that requires others to take actions to rectify and requires further investigation as to how the situation came to occur.

5.5.1. Incident Response Steps

In the event of an incident, the Contractor shall provide details of the incident to the Company that follows the steps below, using the **Contractor Incident Report** (ANHS-FOR-020D).

The Contractor supervisor collects basic information about the incident from the employee or witnesses:

- What happened?
- Who and how many people were injured?
- What treatment was administered?
- What was the nature and seriousness of the injury?
- Where did the incident occur?
- When did the incident occur (date, time of day)?
- What was the cause of the accident?
- What type of work was performed?
- Were there any witnesses?

The Contractor shall conduct an investigation and provide a written report to the Owners Representative and Company Health and Safety for review and entry into the Cintellate Incident Data Management System.

The Contractor will then conduct an investigation that will identify contributing factors relating to the incident and the corrective actions that will be taken to prevent reoccurrence. The Contractor will notify the Owners Representative and Company Health and Safety when any action items have been completed. The results of the incident investigation shall be described in a report prepared by the Contractor and provided to the Company.

Contractor vehicle accidents occurring during the performance of work will also be investigated and reported to the Owner's Representative and Company Health and Safety.

5.6. Other Reporting

Company requires the following monthly data for all work activities related to Company operations:

- OSHA Recordable Incident Rate (OIR)
- Lost Time Incident Rate (LTIR)
- Restricted Work Rate
- Number of near misses
- Number of workers
- Number of hours worked

5.7. First Aid / Medical Treatment

Contractors shall be responsible for the medical needs of its employees and its agents. Contractors must be prepared for any type of medical emergency that may occur on the work site. At a minimum, contractors must be equipped with first aid kits fully stocked to handle any type of medical emergency, and shall have procedures in place to transport its employees or agents to nearby medical treatment centers in the event of any employees or agents are injured at the work site.

5.8. Alcohol, Drugs, and Firearms

Under no circumstances may any alcoholic beverages (including those labeled "non-alcoholic"), controlled substances (except for drugs prescribed by a licensed medical professional), or firearms (including when otherwise permitted by law) be allowed on Avangrid facilities, properties or project work sites, including any parking lots. No individual selling, using, or under the influence of alcohol and/or drugs shall be allowed on Avangrid facilities, properties, or work sites. Anyone found with alcohol, drugs or firearms will be removed from the property. The only exception to this rule is that uniformed, government police personnel may carry firearms to the extent permitted by law.

5.9. Smoking



Smoking is strictly prohibited in all AVANGRID facilities and vehicles.

5.10. Housekeeping

Contractors shall be responsible for keeping the work site neat, clean, and free of any debris, trash, and hazards. Contractors shall store any materials or equipment on the work site in a neat and orderly fashion. Contractors shall routinely patrol the work site to ensure it is properly maintained, which, at a minimum, must be performed at the end of each shift.

5.11. Personal Protective Equipment (PPE) Requirements – General

This section applies to all Contractors (regardless of risk ranking).

It is the Contractor's responsibility and obligation to ensure that appropriate PPE is used. The following requirements are for reference by the Contractor but in no way absolve the Contractor from its responsibilities regarding PPE.

Basic PPE attire at construction sites and other similar work zones include, at a minimum:

- Clothing suitable for the work and the conditions under which the work is to be performed. Fire retardant (FR) clothing shall be worn when the contractor is exposed to flash hazard (8 calorie/cm² minimum).
- Safety glasses (including side shields) meeting the ANSI Z87 standard shall be worn on all sites.
- Protective gloves or other hand protection when exposed to hazards that may cause cuts or lacerations, abrasions, punctures; chemical burns, thermal burns or that may be absorbed through the skin.
- Safety hard hats approved for protection against electrical hazards during any work wherever an overhead hazard exists, such as construction areas and substations and during maintenance of overhead lines and undergroundlines, and while working on or with all associated equipment.
- Approved high-visibility warning garments must be worn whenever contractors are working on or adjacent to roads and exposed to moving equipment.
- Safety footwear with a protective toe must be worn whenever contractors are working in areas where there is a danger of foot injuries due to falling and rolling objects or objects piercing the sole. Approved electrical hazard, safety footwear with a protective toe must be worn whenever contractors are working in areas where its employees' feet are exposed to electrical hazards.

The Contractor shall ensure that their employees and subcontractors use protective safety toe footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards. Electrical Hazard (EH) rated footwear is required when entering all substations, working on or around electrical equipment over 50 volts, or in an area of expected downed wires. This requirement is based on OSHA 1910.136 and ASTM standard F-2413-05.

Guidance for additional PPE is referenced in other sections of this document.

5.12. Life Jackets

Contractors must provide its employees with a U.S. Coast Guard-approved life jacket or buoyant work vest whenever contractors are working in areas where there is the potential for falling into a river, lake, forebay, and headwater or where the danger of drowning exists. Such jackets or vests must be worn at all times and fastened properly to ensure adequate protection.

5.13. Site Office Trailers

All site office trailers shall be located on stable ground and located in a manner that does not interfere with site activities. All office trailers shall be kept level at all times. Office trailers shall be secured to the ground in order to prevent rollover during high winds. Access and egress shall be by means of OSHA approved steps and or platforms. All office trailers shall be equipped with fire extinguishers properly mounted on a wall near the door.

5.14. Hazardous Substances

Polychlorinated Biphenyls (PCBs), asbestos, lead, and other hazardous substances may be present on or at AVANGRID facilities, properties and work sites. Avangrid will provide contractors with information regarding the known presence of any hazardous substances in areas where the contractor is expected to perform work for AVANGRID. Contractors shall be responsible for establishing training and information programs for its employees and agents with respect to any such hazardous substances, and for ensuring its own compliance with the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS) (29 CFR § 1910.1200). Contractors must immediately notify Avangrid of any suspect or questionable substances encountered during any work performed for Avangrid, and ensure that all appropriate precautions with respect to such substances, including informing and training its employees or agents, have been taken prior to continuing any work.

5.15. Hot Work

Hot Work is any work that produces a flame, spark, or excessive heat and includes the use of burning or welding equipment, brazing equipment, explosives, open flames, grinders, and powder-actuated tools. Contractors must coordinate their activities with the AVANGRID Safety Department prior to commencing any Hot Work. Contractors must conduct a hazard assessment, demonstrating what appropriate actions will be taken to prevent the ignition of combustible and flammable materials, such as the use of welding tarps and fire watches, and ensuring an adequate number of fire extinguishers are readily available at the site where the Hot Work is to be performed. In all events, any Hot Work must conform to **29 CFR 1910 subpart Q**.

5.16. Tools and Equipment

Contractors shall be responsible for providing the tools and equipment appropriate for the work that is to be performed. AVANGRID will not provide or lend tools or equipment to any contractors. All tools and equipment used at the work shall be maintained in a safe and operable condition and must at all times be used as designed and in

accordance with the manufacturer's instructions. Under no circumstances may any tools or equipment be used that have had any safety guards or other devices removed, defeated or compromised in any way. ***Metal tape measures shall not be used near energized equipment or inside substations at any time.*** Power-operated hand tools shall be used in accordance with **29 CFR 1926.302.**

5.17. GFCI

All electrical tools, lights and extension cords used outside or in damp locations must be insulated, isolated, or GFCI protected, and, in all instances, must conform to **29 CFR 1926.404.**

5.18. Nail Guns and Powder-Actuated Tools

Only individuals who have been trained in the operation of the particular tool in use shall be allowed to operate a powder-actuated tool. Powder-actuated tool must be tested each day before loading to confirm that its safety devices are in proper working condition. In order to prevent striking an unintended object or person, all nail guns, Hilti guns and other similar tools must be used in such a manner that ensures the projected fasteners do not miss or penetrate the intended striking surface, which includes taking reasonable precautions to ensure that fasteners do not become airborne projectiles. Such precautions include, but are not limited to, directing the line of fire away from other persons (including passersby), preventing access to the opposite side of any striking surface (such as walls), and preventing access within 20 feet to any use of powder-actuated tools. All power-actuated tools used by contractors shall meet the requirements of ANSI A10.3-1970, and any use of power-operated hand tools at AVANGRID's work sites shall conform to **29 CFR 1926.302.**

5.19. Ladders

Only ladders constructed of fiberglass may be used in and around electrical equipment, including during any work at AVANGRID's substations. Ladders must always be properly positioned on a stable base. All straight and extension ladders must be tied off at the top and bottom or footed by another person. Step ladders may only be used in the fully open position with the spreader brackets locked in place. All use of ladders must be in accordance with manufacturer's instructions, and no person may stand or sit on the steps or platforms on which standing or sitting is prohibited. All ladders used by contractors and all use of ladders at AVANGRID's work sites shall conform to 29 CFR 1926.1050-1926.1060.

5.20. Scaffolding

Prior to the commencement of any project or contracted work, contractors must establish with AVANGRID a competent person(s), and provide credentials supporting his/her competency, to oversee all aspects of any scaffolding that may be used at the work site. Comprehensive fall protection measures shall be maintained at all times during the erection of any scaffolding at AVANGRID's work sites, unless the person established by the contractor (or other competent person) concludes, and maintains documentation describing his or her conclusion, that using 100% fall protection or other restraint measures is not feasible or creates greater hazards, in which case contractors shall

utilize as close to 100% fall protection or restraint measures as possible based on the conclusions set forth in such documentation. Unless validated by the person established by the contractor (or other competent person), who must be a “qualified person” as defined by 29 CFR 1926.450 and must maintain all documentation supporting his or her conclusion, scaffold components may not be used for fall protection or restraint anchorage points. The person established hereunder shall inspect all scaffolding and associated components at least once prior to each work shift, from the time scaffold erection has begun until scaffold dismantling is completed, and, if necessary, shall be responsible for affixing signs, tags or equivalent markings means to conspicuously indicate whether the scaffolding is safe to use or not safe to use. Any transfer of the established person’s responsibility hereunder must be coordinated and clearly noted among AVANGRID and other parties involved. All scaffolds used by contractors and all use of scaffolds at AVANGRID’s work sites shall conform to 29 CFR 1926 subpart L.

5.21. Rigging and Hoisting

Tag lines must be used any time lifting devices are used to handle or transport loads, except during times where there is any risk of tag lines coming into contact with energized parts. The swing load radius must be kept clear while a suspended load is being moved, and under no circumstances may a load be suspended over people. All lifting devices and its hardware shall be rated, properly maintained and properly connected for its proposed use. No load may be lifted without first determining its weight. Load charts shall be maintained at the work site and be available for AVANGRID’s inspection upon request. All rigging and hoisting conducted at AVANGRID’s work sites shall conform to 29 CFR 1910.176-1910.184.

5.22. Confined Space Entry (including Enclosed Space Entry)

Contractors shall treat all “confined spaces” as “permit-required confined spaces” (as each are defined under 29 CFR 1910.146) until a written hazard assessment is prepared documenting otherwise. Contractors must coordinate all entry into confined spaces (whether a permit-required confined space or a non-permit-required confined space) with an authorized AVANGRID safety representative, the local facilities/building supervisor, and any other work groups involved in the project to ensure the activities at the work site practices and procedures utilized with respect to any entry into confined spaces and permit-required confined spaces conform to 29 CFR 1910.146.

5.23. Excavation Safety

Contractors shall ensure that all its employees and subcontractors who engage in excavation and trenching activities are properly trained and supervised. Prior to excavating, the Company shall follow the appropriate Call Before You Dig (CBYD) (CT) or Dig Safe (MA) procedures to obtain a markout of utilities.

5.23.1. The competent person in charge shall identify the excavation boundaries and employees shall keep the excavation work within these limits.

5.23.2. In New York, any contractor employee(s) involved in excavating into the ground must have completed the Certified Excavator Program through Dig Safely New York, Inc. and have a current certification. In other states, any contractor

employee(s) involved in excavating into the ground must have some training from their respective 811 representatives.

5.23.3. For all excavations, sloping guidelines for Type C soil shall be used unless on-site competent person is able to determine otherwise (Type A or B). Sloping in Type C soil requires a 1.5 horizontal to 1 vertical ratio. Use sloping or protective systems (shoring, trench box):

- Any time the walls of excavations and trenches are unstable and have the potential for cave in.
- Any time the trench is 5 feet or more in depth.

5.23.4. Excavated spoils, materials, and equipment shall not be stored closer than 2 feet from the edge of a trench or excavation. Mobile equipment shall not be operated in close proximity to the edge, unless extra precautions are taken to shore or slope the walls back to a stable slope.

5.23.5. Supporting systems, (e.g., piling, cribbing, shoring, trench box) shall be designed by a qualified person and meet accepted engineering requirements and be in good serviceable condition. Engineering documentation (Tabulated data) of appropriate ratings shall be available on-site.

5.23.6. When employees are required to work in trenches 4 feet deep or more, an adequate means of exit, such as a ladder or steps shall be used and located no more than 25 feet of lateral travel. All ladders used shall extend a minimum of 3 feet above the top of the excavation.

5.23.7. A competent person shall inspect the excavation daily and after each rainstorm or when the conditions change.

5.23.8. Employees shall not work in excavations in which there is standing or accumulating water, unless authorized by a Competent Person.

5.23.9. Do not permit anyone to be under loads handled by power shovels, backhoes, or other material handling equipment.

5.23.10. Excavation equipment in proximity to exposed electrical conductors (backhoes, etc.) shall be grounded when applicable.

5.23.11. All excavations greater than 4 feet, where a potential hazardous atmosphere may exist, (e.g., swamps, landfills) shall be tested before entering. If the atmosphere is found to be hazardous (e.g., oxygen deficient, combustible gas, carbon monoxide, and hydrogen sulfide gas), mechanical ventilation shall be used to clear the atmosphere and continuous monitoring shall be required.

5.23.12. Whenever there is danger of escaping gas, or a potential or confirmed flammable atmosphere an employee will stand by on Fire Watch with an approved fire extinguisher, upwind, near the edge of the excavation.

5.23.13. Check excavations for gas before entering trenches or excavations to use welding equipment or other sources of ignition. Use a Combustible Gas Indicator to test for gas

5.23.14. When openings or obstructions in the street, on sidewalks, walkways, or in private property are being worked on, danger signals (e.g., barricades, warning signs, flags, or cones) shall be effectively displayed. Approved lights, flasher signals, or reflectors shall be prominently displayed at night. In addition, if the job-site is left unattended, adequate barriers, covers, etc., shall be required. Barricades shall meet MUTCD regulations.

5.23.15. All excavating and trenching activities performed at AVANGRID's work sites shall conform to applicable OSHA regulations, including 29 CFR 1926 subpart P.

5.24. Guarding of Holes and Openings

Contractors shall guard or place barricades around temporary openings in floors, walls, excavations, holes or other openings to prevent any inadvertent entry. Covers over or barricades around such openings shall conform to applicable OSHA regulations. Overnight guarding of excavations, holes or other openings must be a minimum of 6' high metal fence to prevent any inadvertent entry.

5.25. Work Zone Traffic Control

This section applies to all Contractors, as needed.

If work activity is on or near a road, the Contractor and their subcontractors will comply with all applicable parts of the most current US Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD).

If working in areas covered by state permits issued to the Company, Contractors are required to comply with the provisions (work practices and notifications) of the permit language.

5.26. Signs, Signals and Barricades

All work areas, whether indoors or outdoors, shall be clearly marked and delineated with appropriate signs, signals and barricades. Any areas restricted to entry by authorized persons will have a conspicuous barrier clearly marked by appropriate "DANGER", "CAUTION" or other signage that (1) clearly notes the nature of the hazard and (2) provides adequate guidance to the reader (the placement of orange cones or signs alone is generally not considered adequate). Any detours, whether for vehicular or pedestrian traffic, shall be clearly marked along the entire route. Contractors are responsible for checking and maintaining all signs, signals and barriers throughout the period of need, and for removing or covering the same when the period of need no longer exists. In the event signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, contractors shall position employees to warn others of such hazards. At all times such signs, barriers or signals, shall conform to 29 CFR 1926 subpart G, MUTCD, ANSI Z35.1-1968 and Z35.2-1968, CT DOT and AVANGRID policy.

5.27. Lockout/Tagout

Work performed at AVANGRID facilities or work sites may require the use of a lockout/tagout system. Contractors must coordinate what lockout/tagout system will

be used with an authorized AVANGRID safety representative prior to commencing any work that would require such a system, which may include AVANGRID's specific lockout/tagout protocols. All lockout/tagout must conform to 29 CFR 1910.147, 29 CFR 1926.417 and AVANGRID's specific protocols.

6. ELECTRIC SYSTEM SPECIFIC SAFETY REQUIREMENTS

6.1. Flame-Resistant Clothing (FRC) Requirements

This section applies to all Contractors, as-needed.

FRC shall be worn prior to personnel breaching electrical boundaries within work zones & substations, work on energized equipment/lines or when distance and position will expose the worker to electric arc or flame hazards. FRC shall also be worn during live gas work. FRC also includes arc-rated rain gear. This additional ensemble may also be required as part of the job.

FRC shall be worn as the outermost layer of clothing.

FRC shall be worn when workers measure voltages or test or ground electrical equipment or lines.

FRC shall be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.

FRC shall be worn when workers control/operate electrical equipment over 50 volts at the device location or are within 10 feet of equipment which is being physically operated by another worker.

FRC shall be worn where a hazard identification sign is posted.

Contractors shall wear the appropriate FRC when working on or near energized equipment or when distance and position will expose the Contractor to electric arc or flame hazards. For LNG plants, visitors are required to wear FRC prior to entry. Note: Gas Contractor FRC requirements may differ slightly.

FRC shall meet a minimum arc rating of 8 cal/cm² (HRC 2) for energized electrical equipment unless otherwise specified based on increased potential of exposure. The FRC system for HRC 2 shall consist of an arc-rated FR shirt and FR pants, or FR coveralls.

In accordance with "Host Employer" requirements of OSHA 1910.269, the Company will provide guidance on the circuit by circuit arc flash studies. Also see **Section 4.2**.

6.2. Rubber Gloves and Sleeves

This section applies to all Contractors, as-needed.

Rubber glove use is required for work on all electrical apparatus at 50 volts or greater. When working at height, rubber gloves shall be donned before the worker leaves the ground and shall be worn until the worker returns to the ground (commonly referred to as "ground to ground" and "cradle to cradle").

- Class 0 gloves are required for exposures up to 1,000 volts.
- Class 2 gloves are required for voltages between 1,000 and 15,000 volts.

Rubber sleeves must be worn where work is conducted within the minimum approach distances of primary electrical apparatus that is not de-energized, tested and grounded.

For voltages 15 kV and above, workers can use specialized equipment or work practices as long as these workers have been appropriately trained and qualified. The Company may request a letter of assurance from the Contractor.

Rubber glove exceptions for specific jobs (other than those listed in this section) are permitted only with the written approval of the local Company Operations Manager. No rubber gloves are required:

- When working in a properly established equipotential zone.
- When the operator remains at the same potential as the equipment by being off the ground and on the equipment.
- When a qualified worker performs transmission "hot stick" work on lines 69 kV or greater and no other energized wires are on the pole or structure below the worker.
- When work is performed on transmission structures carrying only energized conductors (115kV and above) and the Live Line Techniques are not being employed. While performing these activities, the worker shall utilize conductive clothing such as conductive gloves, conductive boots, leg straps and/or any other applicable conductive clothing.
- When climbing a steel structure to perform structural reinforcements, and while maintaining minimum approach distance from energized conductors or apparatus.
- When climbing a steel structure to access an area that has been properly grounded.

6.3. Isolation of Energized Apparatus

This section applies to all Contractors, as-needed.

Non-Reclosing Criteria and Live-Line Maintenance and Construction:

- The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) will be placed on NON-RECLOSING in accordance with the Company Switching and Tagging procedures.

6.4. Tagging Out Lines or Apparatus:

The Owner's Representative or other designated representative shall coordinate all switching and tagging in accordance with the most current Company Switching and Tagging procedures.

6.5. Grounding:

When the Company switches out lines or apparatus, any grounds that may be installed shall only be considered a visual reference, and shall not be considered a means to protect the Contractor's employees.

The Contractor is responsible to install their personal grounds, in accordance with all OSHA, Federal, State and local safety procedures.

In accordance with "Host Employer" requirements of 1910.269, the Company will provide guidance on the minimum size of the grounds to be used based on circuit available fault current. Grounding Mobile Equipment:

When mobile equipment requires grounding, it shall be solidly grounded by means of appropriate sized copper cable. The cable shall be fastened to a securely attached clean metallic portion of the equipment, or shall be fastened to a grounding stud provided for the purpose at one end and an adequate ground at the other end.

6.6. Minimum Approach Distance (MAD):

For Qualified Electrical Workers, follow the MAD tables in OSHA 1910.269.

For non-Qualified Electrical Workers, the OSHA clearances are 10 feet and up, depending on voltage.

6.7. Appointment of a Safety Observer

This section applies to all Contractors, as-needed.

If work is being performed where there is a potential for persons or equipment to come in contact with energized equipment, a Safety Observer will be appointed by the **Company** to aid in protecting employees and others from hazards. The Safety Observer will be a "Qualified Electrical Worker" with the training and experience specified in OSHA regulations, specifically the "Electric Power Generation, Transmission and Distribution Standard" 29 CFR 1910.269.

The Safety Observer will be appointed:

- While positioning trucks, cranes or other equipment and where precise placement is required to avoid contact with or damage to existing equipment or circuits;
- While moving loads overhead that may come within OSHA clearance requirements; or
- At other times where assistance is needed to help direct specific tasks for the protection of personnel or property.

6.8. Qualified Electrical Workers

This section applies to Electrical Projects/Activities.

The Company expects that electrical Contractor employees will already be electrically-qualified as required by OSHA 1910.269.

OSHA defines a qualified electrical worker or "qualified employee" as a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards. According to 1910.269(a)(2)(ii), a qualified employee must be trained and competent in:

- The skills and techniques necessary to distinguish exposed live parts of electrical

equipment;

- The skills and techniques necessary to determine the nominal voltage of exposed live parts;
- The minimum approach distances specified in 1910.269 corresponding to the voltages to which the qualified employee will be exposed;
- The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electrical equipment; and
- The recognition of electrical hazards to which the employee may be exposed and the skills and techniques necessary to control or avoid these hazards.

Until these qualified employees have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at his or her level of training.

The Company requires Contractors with electrically qualified employees to provide documentation on how they qualify their workers.

6.9. Non-Electrical Workers

This section applies to all Contractors, as-needed.

The Contractor must provide Contractor orientation for non-electrical workers for the purpose of entering and working within restricted areas, such as a substation. This is a critical component of Contractor orientation for all non-electrical Contractors who will be working near energized lines and equipment (for example, civil Contractors).

The information provided to these workers must meet the requirements of OSHA 1910.269(a)(2)(ii). However, the orientation and training would not be as comprehensive as the training normally provided to a qualified electrical worker.

They must know:

- What is safe to touch and what is not safe to touch in the specific areas they will be entering;
- The maximum voltage of the area;
- The minimum approach distances for the maximum voltage within the area; and
- Proper use of protective equipment that will be used to provide protection for them and in the work practices necessary for performing their specific work assignments within the area.

Until these workers have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a “qualified employee”, the employee also must have demonstrated an ability to perform work safely at his or her level of training. It is expected that an orientation familiarizing the employee with the safety fundamentals above will be conducted before the worker is allowed to enter a restricted area.

6.10. Asbestos and Lead Hazards

This section applies to all Contractors, as-needed.

Asbestos and/or lead materials associated with electrical and gas equipment includes, but is not limited to:

- Cable covering/wrap;
- Wire covering;
- Coal tar pipe wrap; and
- Transite panels and conduits.

Removal of this material must be done by individuals specifically trained and qualified to handle asbestos or lead.

For projects or activities where asbestos material is present and may be disturbed, the Contractor Safety Plan shall include provisions detailing how the Contractor will address the hazard.

6.11. Overhead Line Work

This section applies to all Contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to overhead line work.

PPE Requirements

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document. In addition, Contractors will follow ground-to-ground and cradle-to-cradle use of rubber gloves while carrying out work on energized overhead lines; commonly referred to as “ground to ground” and “cradle to cradle”.

Any foreign wire constitutes a potential energized source and rubber gloves shall be required. Any foreign wire on a pole or structure constitutes an energized source: cable TV, telephone, fire alarm wire, etc.

Fall Protection

All Contractors who climb structures such as wood poles or transmission towers shall utilize enhanced fall protection equipment and techniques. Enhanced fall protection means the use of a fall arresting device; examples include Buck-Squeeze, Miller or Jelco pole-choking systems when working on wooden structures, and a full-body harness and either a Step Safe or Shepherd's Hook with retractable line when working on steel structures. Climbers shall never be allowed to drop or slide down a pole or structure more than two feet. Fall protection or fall restriction devices shall be used when working at heights over 4 feet, with the exception of ladder use.

Exceptions to fall protection shall be approved by the Owner's Representative or by another qualified User Representative.

Implementation of Safety Specifications for Site Pole Delivery and Handling

The establishment of a section in the specifications for transmission and distribution work involving poles to secure the site from the possibility of poles rolling using methods not easily defeated by the public is required. This section will outline the use of cradles on-site to secure the poles as well as the conditions of temporary storage areas such as grade, distance from changing grades, and ground.

All managers must be educated on the hazards of pole rolling, on identifying current and future hazards regarding the rolling of poles, and periodic refreshers on the safety issues regarding rolling poles through use of internal web communication tools.

The necessary specifications of temporary pole storage must be included in job briefs and the contractor safety SOP in order to ensure a contractor-based workforce (with high volatility and turnover) properly secures poles left on-site, as well as continuous identification of the hazards involved in rolling poles to ensure ongoing awareness.

Continuous safety auditing to ensure the hazards of rolling poles are being addressed and the established specifications for temporary pole storage are being implemented is required.

Pole/Structure Inspection

The Contractor shall ascertain the structural integrity of the pole or other structure prior to installation, removal or repair of equipment on the structure.

When work is to be performed on a wood pole, it is important to determine the condition of the pole before it is climbed. The weight of the employee, the weight of equipment being installed, and other working stresses (such as the removal or re-tensioning of conductors) can lead to the failure of a defective pole or one that is not designed to handle the additional stresses. For these reasons, it is essential that an inspection and test of the condition of a wood pole be performed before it is climbed.

If the pole is found to be unsafe to climb or to work from, it must be secured so that it does not fail while an employee is on it. The pole can be secured by a line truck boom, by ropes or guys, or by lashing a new pole alongside it.

In accordance with "Host Employer" requirements of OSHA 1910.269, the Company will provide guidance on tagging of "danger" poles. Also see **Section 4.2**.

6.12. Overhead Transmission Lines

For work on transmission circuits, red tape shall be placed around any energized pole, pole structure or tower adjacent to the de-energized line on which work is to be done.

When one circuit of a double circuit pole or tower line is de-energized for work, a red or orange flag shall be placed on the energized side of the pole or tower nine feet below the lowest energized conductor. In addition, on the side toward the energized circuit, a red or orange flag shall be placed at each arm level as employees work on them, or pass them, on the tower cage.

All Contractors using ATVs for transmission or forestry work are required to follow all local

requirements for PPE and driving safety.

6.13. Underground Operations Work

This section applies to all Contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to underground operations work.

PPE Requirements

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

Enclosed Space Monitoring and Ventilation

The Contractor shall test each space prior to removing manhole lids and prior to entry in accordance with OSHA 1910.146 and 1910.269.

Atmospheric testing must be continuous for the duration of the entry using an industry-approved monitor.

When performing hot lead work or when indicated by atmospheric monitoring, engineering controls such as forced mechanical ventilation must be used when working in Company manholes during the entire performance of the work.

Enclosed Space Entry and Non-Entry Rescue

All manhole and sidewalk vault entry shall be conducted in accordance with Company confined space procedures.

All Contractors who are qualified electrical workers will treat these spaces as “enclosed spaces” and follow non-entry rescue provisions.

Steel cable or wire rope for non-entry rescue is prohibited.

Equipment Safety Inspection

Inspect underground facilities (manholes, vaults, handholes, splice boxes, junction boxes, padmount transformers, switchgear and submersible equipment) each time a crew performs work at one of these facilities.

“Touch potential” testing of metal street lighting poles is required to be performed as a part of any maintenance work.

All Contractors working for the Company shall use materials and equipment in accordance with the manufacturing guidelines. It is the Contractor’s responsibility to understand the manufacturers’ limits and prescribed use of their tools and equipment before each use.

6.14. Substations

This section applies to all Contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers

requirements that are specific to work in Company substations.

PPE Requirements

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

Contractors will ensure FRC requirements are adhered to within substations.

Contractors will wear an electrical flash PPE ensemble when switching disconnects or grounding in areas of indoor substations in accordance with placards.

Fall arrest or fall restriction devices shall be used when working at heights over four feet, with the exception of ladder use.

Rubber gloves and Fire Resistant Clothing (FRC) are required when hand digging in a substation in or around energized conductors, and shall meet the requirements referenced in **Section 6.2** for FRC.

Contractors who perform any ground breaking activities in a substation within a pre-marked area will require Dig Safe marks to be in place; otherwise, the job must be suspended and a Company contact notified of the condition.

When using non-insulated man-lifts, and if provided by the manufacturer, a secure point of attachment for lifelines, lanyards or deceleration devices shall be utilized which is independent of the means of supporting or suspending the employee.

Notification of Control Authority When Entering a Substation

Before a Contractor enters and immediately after a Contractor exits a Company substation, the Contractor must notify the Energy Control Center (ECC). While work is being conducted, gates must be monitored at all times or the gates shall be closed and locked.

Unescorted entry into substations can only be provided to Contractors who provide assurance that their employees and subcontractors are electrically qualified as specified in OSHA 1910.269.

Substation Work Area Identification

Contractors who will be working in substations shall follow Company Safety Procedures and Company Standard Operating Procedures as designated in the pre-construction meeting or Health and Safety Plan.

Qualified Contractors shall install their own work area identification. The Company shall arrange work area identification for non-qualified workers as required.

Herbicide Application

Substation vegetation spraying shall be conducted unescorted only by Contractor employees who have been designated as a Qualified Electrical Workers where applicable.

The spray applicator will have ID cards issued by Security with background checks available from the Contractor.

Substations and Production management shall require a schedule of the spraying in their areas.

Once spraying begins, the Contractor must contact local management on a daily basis to inform them of progress or changes to the schedule.

The Contractor must post all stations with dated signs indicating when the station was sprayed. These signs should not inhibit access to the station.

The Contractor shall take care to prevent that any stored materials and equipment do not get covered with "overspray". Overspray represents a substantial safety hazard and cannot be allowed.

When applying herbicides, contract employees shall wear goggles and other appropriate PPE to protect them from contact with herbicides in accordance with product labels.

6.15. Gas Operations Work

This section applies to all Contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Gas Operations work.

PPE Requirements

All Contractors shall ensure appropriate PPE is utilized in accordance with applicable requirements and the guidance provided in this document.

The Contractor shall wear all appropriate PPE and Class 2 rubber gloves for personal protection when digging or probing near (within two feet) of known electrical conductors, and when the location of energized conductors is unknown.

Gas Operations

All Contractors must meet the requirements of drug and alcohol testing in accordance with DOT 49 CFR Part 199.

Any Contractor who performs covered tasks shall be operator qualified (OQ) as defined in the DOT 49 CFR Subpart N and all applicable state requirements pursuant to the state the Contractor is working in. Additionally, any qualifications of Contractor personnel shall be in full accordance with the Company's written OQ Plan. Refer to the most current list of covered tasks in accordance with the Company OQ Program and the Northeast Gas Association (NGA).

The OQ status of Contractor employees must be regularly updated and accessible via an on-line database by Company management. This listing must detail employees' current qualifications, current tasks to which they are qualified and the next recertification date, and provide documentation and a letter of assurance on their qualified workers as referenced in **Section 3.2**.

Contractor personnel involved with covered tasks may require certification by the Company and an orientation of the involved tasks and Company standards. The Company reserves

the right to validate Contractor qualifications prior to performing Live Gas work.

Atmospheres are to be tested with a properly calibrated Combustible Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with Company excavation procedures, as required.

Each employee in an excavation shall be protected from cave-ins by an adequate protective system, such as sloping, benching or an appropriate shoring system.

At minimum, an approved 20-pound ABC fire extinguisher must be at the worksite and readily available during all routine and live gas operations, as conditions warrant.

6.16. Forestry and Vegetation Management

This section applies to all Contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to vegetation management work.

PPE Requirements

For work along roads and other areas of vehicular traffic, Contractors shall wear class III high visibility clothing or vests, in addition to other PPE appropriate to the work.

Flame Resistant Clothing is not required per the OSHA applicable Forestry standard. Forestry Contractors must instead wear natural fiber clothing when working within 10 feet of energized equipment.

Forestry Contractors must wear a properly adjusted full-body harness connected to an appropriate lanyard when working from an aerial lift. The lanyard must connect to an attachment anchored to either the boom or bucket mounting hardware. Attachment points anchored through only the fiberglass portion of the bucket are not acceptable.

Forestry Contractors will be required to wear chaps while operating a chainsaw or when assisting and/or working in close proximity to a chainsaw that is being operated.

Saws shall not be left unattended with the engine running.

The chain saw shall be started on the ground or where otherwise firmly supported. Drop starting a chain saw is prohibited.

One handed operation of a chain saw is prohibited.

When a Contractor employee carries a saw, the engine shall be off and/or covered, or the saw shall be carried with the blade to the rear and locked.

Equipment and Work Methods

Forestry Contractors will be required to utilize fiberglass sticks and stick saws for work around energized equipment, and to test/document their integrity annually. Test results and expirations shall be available on each vehicle as needed.

Forestry Contractors will be required to perform and document dielectric testing of all aerial

units annually. Test results and expirations shall be available on each vehicle as needed.

By April 1st of each year, the Contractor shall provide a list of employees that could reasonably be expected to work on Company property. This listing shall include:

Identification of the current pay classification of each employee;

The date of progression to their current pay level;

The dates each employee completed each level of the Contractor line clearance tree trimmer training program;

The dates each employee completed their required OSHA safety and other training, or retraining, including any annual refreshers;

The date each employee last demonstrated their tree rescue and climbing proficiency, where applicable;

The date each employee last completed First Aid and CPR training; and

Identification of each certified pesticide applicator, their certification number and category certified.

Training

Forestry Contractor management will be required to attend safety council meetings hosted by the Company, as required. The Contractor will ensure that all appropriate safety personnel for Company territory are in attendance.

Forestry Contractors shall implement and provide the required training and certification programs necessary to provide OSHA-defined Qualified Line Clearance Tree Trimmers or Qualified Line Clearance Tree Trimmer Trainees.

All Contractors using ATVs for transmission or forestry work are required to follow all local requirements for PPE and driving safety.

Herbicide Applications

Forestry Contractor requirements for vegetation spraying are referenced in **Section 6.16**.

6.17. Safe Vehicle Operations

This section applies to all Contractors, as-needed.

Contractors are required to comply with the requirements of all federal, state and local regulations as well as their own Company policies for safe vehicle operations and licensing. In addition, the Company expects all Contractors to comply with regional as well as the Company policies that may apply.

7. EXCEPTIONS

This document does not reference actions that are required by other laws, rules or regulations. These are requirements that should be understood by the Contractor, and Contractor

compliance with all applicable federal, state and local laws, rules and regulations is expected by the Company as a contractual condition.

8. MULTI-EMPLOYER WORKPLACE

For multi-employer work-sites, the general Contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

9. PROGRAM EVALUATION

The dates of reviews and revisions will appear on the last page of the program in the section titled "Reason for Change".

Health and Safety shall have primary responsibility for annually reviewing this document, soliciting comment from stakeholders, and revising as necessary. The requirements of this policy or any future revision thereof, shall be effective the date of its issue unless otherwise noted.

10. RECORDKEEPING

The Contractor Safety Guide and subsequent reviews and revisions will be maintained by Avangrid Health and Safety. The Contractor Safety Guide shall be made accessible, by the contractor, to all field operations. The paper versions of the program will not be document controlled. The official, current version of this program may be obtained through your Avangrid contact person and / the ISNetwork website.

11. DEFINITIONS

Contracted Services: refers to any activity that is conducted by an organization or individual under the terms of a purchase order. Contracted services may include all types of construction and maintenance services, tree trimming, building maintenance and demolition, electrical structure dismantling, site restoration, engineering design, recycling and waste disposal, drilling, rigging, electrical, and utility pole/structure maintenance.

Project Management and Construction Delivery (P&CM): a department that provides project management expertise to other Company departments, especially for construction and large maintenance projects.

Contractor Orientation: intended to serve as a resource in order to provide the Contractor with the tools necessary to educate their employees and subcontractors. The session is not intended to train the Contractor management, their employees or subcontractors. The extent and content of the orientation session shall be commensurate with the scope and type of the Contractor's activities.

Contractor Safety Requirements: this document outlines Company Contractor safety expectations. Procurement provides this document to all prospective Contractors. This document can be found on the Company Health and Safety intranet.

Core Business Functions: the Company core business functions are transmission and distribution of electricity, and distribution of natural gas.

Owner's Representative: a Company employee or representative who is assigned to certain P&CM-contracted projects to check that the work is being performed in accordance with the contract, including the safety requirements.

Operator Qualifications (OQ): as defined in Transportation 49 CFR 192.801 through 192.809 and/or DOT pipeline qualified for gas Contractors doing work at the Company. Additional state requirements pursuant to the state the Contractor is working may be required. Other training may include American Gas Association (AGA) and The Northeast Gas Association (NGA).

Pre-Construction (Kick-Off) Meeting: a meeting arranged by the user prior to commencement of work by the selected Contractor(s).

Project Safety Plan: a project-specific document prepared by the Contractor prior to the pre-construction meeting. In this plan, the Contractor shall identify all significant tasks, their anticipated hazards and mitigation steps. It is the Contractor's responsibility to conduct their own risk assessment and to ensure that their project safety plan addresses all anticipated hazards.

Project/Service: a planned operation that is characterized by an activity, such as construction of a substation, which has a defined timeline and project close-out, and is typically secured under a one-time Purchase Order (PO). A service would be an activity that tends to be on-going and repetitive such as setting distribution poles where there is no defined project-close-out. Service work is typically secured under a Blanket PO. Both terms have been used interchangeably to describe the nature of the contracted service.

Project Team: a group that consists of the individuals involved with Contractor procurement and management; typically, a purchasing agent, user and Health and Safety representative.

Purchase Order (PO): an agreement/contract between the Company or one of its affiliated Companies and a Contractor to provide contracted services and/or materials. The PO is setup by Procurement. The term "Contract" and "PO" are similar and may be used interchangeably. A "Blanket PO" is set up for Contractors whose work is on-going. A "One-time PO" is set up for project work.

Qualified Electrical Worker: a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards.

Qualified Gas Worker: any Contractor who performs covered tasks shall be operator qualified (OQ) as defined in DOT Part 192 Subpart N and all applicable state requirements pursuant to the state the Contractor is working in. Additionally, any qualifications of Contractor personnel shall be in full accordance with the Company's OQ Plan. Refer to the most current list of covered tasks in accordance with the Company OQ Program and the Northeast Gas Association (NGA).

Requisition: a formal request by the user for Procurement to create a PO.

Request for Proposal (RFP): also known as the bidding document. It consists of the documents prepared by the user and Procurement that are submitted to bidders. The bidders submit their proposals or bids in response to the RFP documents.

Risk and Hazard: a hazard is an object, situation or activity that has the potential to cause

harm. Risk is the likelihood or chance for the harm to occur.

Risk Assessment: the process of identifying hazards and calculating or ranking the associated risks according to:

- The likelihood of occurrence;
- The severity of the harm from the hazard; and
- The amount of time of exposure to the hazard.

User: a Company department, work group, engineer or other individual who directs a contracted service. Departmental management can assign responsibility to others, within or outside their department, to a Contractor hired to manage the project. Where project management duties are shared, it is the responsibility of the User to coordinate and specify the User's Representative's duties.

User's Representative: the User may designate a User's Representative to perform all or part of the User's duties. The User's Representative may include personnel who are engaged in various facets of Contractor management as designated by the User. It is the responsibility of the User to specify the extent of project oversight and responsibilities that shall be required of the User's Representative.

12. SUMMARY OF CHANGES

Effective Date	Section Number	Title	Description	Approved By:
8/5/2017	6.1	6.1.Flame-Resistant Clothing (FRC) Requirements	Change in scope for FRC requirements.	Jay Wahlberg
03/23/2018	6.14	Substations	Changes to FRC language.	Jay Wahlberg
07/2/2018	6.11	Overhead Line Work	Addition of pole delivery placement requirements.	Jay Wahlberg
07/2/2018	All	Format Change	Corrected Fonts	Jay Wahlberg

SCHEDULE B

**Order Document #1
NY AMI Project**

ORDER DOCUMENT #1

NY AMI PROJECT

This Order Document #1 – NY AMI Project (this “**Order Document**”) is part of and governed by the Master Products and Services Procurement Agreement between Customer and [REDACTED] dated as of the Effective Date, including any amendments thereto (the “**Agreement**”). Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them elsewhere in the Agreement.

This Order Document applies only to the Products and Services described in the Pricing Summary attached hereto as Attachment A and the Project described in the Statements of Work attached hereto as Attachment B.

ATTACHMENTS

The following documents are attached to and made a part of this Order Document:

<u>Attachment A:</u>	Pricing Summary
<u>Attachment B:</u>	Statements of Work
<u>Attachment B-1:</u>	Headend System Implementation for NY AMI Solutions
<u>Attachment B-2:</u>	IEE MDM Implementation for NY AMI Solutions
<u>Attachment B-3:</u>	Managed Appliance Installation for NY AMI Solutions
<u>Attachment C:</u>	Forecasting and Ordering Procedure
<u>Attachment C-1:</u>	Forecast Template
<u>Attachment D:</u>	DI Application Specifications
<u>Attachment D-1:</u>	Location Awareness Specification
<u>Attachment D-2:</u>	HAN Enablement Specification

PROJECT-SPECIFIC TERMS & CONDITIONS

1. Additional Definitions. The following defined terms are in addition to those defined elsewhere in the Agreement:

“**Baseline Index**” means the Index for December 2020.

“**Deployment Period**” means the period between the Effective Date and the earlier of June 30, 2025 (which Customer may extend by up to six (6) additional months by providing written notice to [REDACTED] and the termination date of this Order Document.



“**Electric Only and Combo Territory**” means that portion of the electric only and electric and gas combination service territory included within [REDACTED] network design for the Project, excluding the Interoperability Territory.

“**First Sector Acceptance**” means acceptance of the first sector in accordance with Attachment B-1.

“**Index**” means the US Producer Price Index Commodity Data for Final Demand, Seasonally Adjusted (Series ID: WPSFD4), as published by the US Department of Labor, Bureau of Labor Statistics. The Index is accessible at https://data.bls.gov/timeseries/WPSFD4?output_view=pct_1mth.

“**Interoperability Territory**” means the Lancaster service area (and service areas contiguous to Lancaster) where alternative third-party equipment will be deployed, which is an electric only territory with approximately 163,619 electric meters and a size of around 1,308 square miles.

“**Mass Deployment Period**” means the period of high scale field deployment of Electric Meters, Gas Meters, and Gas Modules, which is scheduled to occur from July 2022 through the end of the Deployment Period.

2. **Term.** This Order Document shall commence upon the Effective Date and, unless terminated earlier in accordance with Section 4 (“Term & Termination”) of the main body of the Agreement, shall expire on the twentieth (20th) anniversary of the Effective Date.
3. **Pricing Summary.** Initial pricing for this Order Document is set forth in the Pricing Summary attached hereto as Attachment A (the “**Pricing Summary**”). This initial pricing is subject to adjustments in accordance with this Order Document.
4. **Fixed Pricing Period.** Subject to Section 6 (“Network Price Guarantee”), Section 8 (“Retroactive Price Adjustments”), Section 9.6 (“Second Meter Source”), and Section 14.2 (“Location Awareness”), pricing shall be considered fixed with respect to Products and Services during the corresponding Fixed Pricing Period set forth in the table below:

Product or Service	Fixed Pricing Period
DI Apps	Location Awareness: included in [REDACTED] [REDACTED]: initial ten (10) consecutive annual License Terms Optional [REDACTED] DI Apps: Deployment Period
[REDACTED]	Deployment Period
Maintenance and Support Services	Initial Maintenance Billing Cycle
Managed Appliance Services	Initial five (5) consecutive annual Subscription Terms
Professional Services	Period of Performance of each SOW entered between Parties prior to 12/31/22, unless otherwise provided in applicable SOW
[REDACTED] Software (other than DI Apps)	Deployment Period
Wireless Data Service	Included in [REDACTED] Pricing

5. Prospective Price Increases. Pricing for Products and Services shall increase following expiration of the applicable Fixed Pricing Period in accordance with the table below:

Product or Service	Price Increases Following Expiration of Fixed Pricing Period
DI Apps	Location Awareness: included in [REDACTED] Pricing All other DI Apps: [REDACTED] then-current list price, unless the Parties otherwise agree to a lower price in an amendment to this Order Document or a new Order Document that is signed by an authorized representative of each Party.
[REDACTED]	Until June 30, 2029: prices will be adjusted upon expiration of the Deployment Period, and annually thereafter, by the net increase percentage in the Index between the Baseline Index and the Index for the then-current month. Increases will be applied to then-current contract pricing, as adjusted in accordance with <u>Section 8.3</u> (“Accounting & Adjustments”). After June 30, 2029: [REDACTED] then-current list price, unless the Parties otherwise agree to a lower price in an amendment to this Order Document or a new Order Document that is signed by an authorized representative of each Party.
Maintenance and Support Services	Until June 30, 2029: prices will be adjusted upon expiration of the initial Maintenance Billing Cycle, and annually thereafter, by the net increase percentage in the Index between the Baseline Index and the Index for the then-current month. Increases will be applied to then-current contract pricing. After June 30, 2029: [REDACTED] then-current list price, unless the Parties otherwise agree to a lower price in an amendment to this Order Document or a new Order Document that is signed by an authorized representative of each Party.
Managed Appliance Services	[REDACTED] then current list price, unless the Parties otherwise agree to a lower price in an amendment to this Order Document or a new Order Document that is signed by an authorized representative of each Party.
Professional Services	
[REDACTED] Software (other than DI Apps)	
Wireless Data Service	Included in [REDACTED] Pricing

6. Network Price Guarantee.

6.1. Guarantee. The total purchase price paid by Customer for all Access Points, Relays, and Socket APs (“Network Devices”) required to complete a field area network for the

Electric Only and Combo Territory (the “**Electric Only and Combo FAN**”) that, when implemented in accordance with Attachment B-1, satisfies the coverage and read-rate performance testing requirements specified in Section L3 (“Sector Acceptance”) of Attachment B-1 (the “**FAN Performance Requirements**”), will not exceed 113% of the total estimated price for all Network Devices specified in the Pricing Summary for the Electric Only and Combo FAN (the “**Network Price Guarantee**”). The Network Price Guarantee shall commence once optimization of the Electric Only and Combo FAN under Attachment B-1 commences and expire when the FAN Performance Requirements for Electric Only and Combo FAN have been satisfied. If [REDACTED] determines that the Electric Only and Combo FAN has exceeded or will exceed the Network Price Guarantee, as Customer’s sole and exclusive remedies, to the extent necessary to meet the FAN Performance Requirements for Electric Only and Combo FAN, [REDACTED] will update the Electric Only and Combo FAN design document. Such updates may include adding available alternative networking devices and/or accessories (“**Alternative Network Equipment**”); provided, however, that Customer shall have a reasonable opportunity to conduct any Alternative Network Equipment testing required by the New York State Public Service Commission (“**NYS PSC**”) prior to deployment and may refuse to deploy any Alternative Network Equipment that fails such testing, and the purchase paid by Customer for each unit of Alternative Network Equipment added by [REDACTED] to the updated Electric Only and Combo FAN design document shall be subtracted from the Network Price Guarantee amount. [REDACTED] will also provide Customer with additional Network Devices and Alternative Network Equipment free of charge to complete the Electric Only and Combo FAN per [REDACTED] updated Electric Only and Combo FAN design once Customer has paid the Network Price Guarantee amount.

- 6.2. Exclusions.** Notwithstanding anything to the contrary, the purchase price for additional Network Devices and/or Alternative Network Equipment will be excluded from the Network Price Guarantee amount to the extent that any such devices or equipment are/is required to meet the FAN Performance Requirements due to: (a) materially inaccurate or incomplete information provided by Customer (including but not limited to inaccurate latitude and longitude of endpoints or mounting assets, indoor or outdoor meter locations, and above/below grade meter locations), (b) materially inaccurate assumptions set forth in Attachment B, (c) improper equipment or software installation (including Network Devices or Alternative Network Equipment that are not installed in accordance with [REDACTED] Electric Only and Combo FAN design and/or [REDACTED] installation instructions), operation or maintenance by anyone other than [REDACTED] or a subcontractor of [REDACTED] (d) material changes in the amount, location or field conditions of Electric Meters, Gas Meters and/or Gas Modules, (e) Customer’s discontinuance of Maintenance Services, (f) Customer’s decision to not implement any software or firmware update provided by [REDACTED] (g) opt-out customers, (h) lack of backhaul connectivity, (i) performance interference caused by third party devices, (j) use of any third-party equipment, or (k) use of any Wi-SUN wireless communication standard unless otherwise agreed to by the Parties in an amendment to this Order Document or Change Order to Attachment B. Additionally, Electric Meters, Gas Meters and Gas Modules impacted by any of the foregoing exclusions will be excluded from FAN Performance Requirements. For the avoidance of doubt, any act, omission, condition or circumstance described in an exclusion set forth in this paragraph shall be considered “material” if it has caused, or will cause, the need for

additional Network Devices and/or Alternative Network Equipment to meet the FAN Performance Requirements.

7. Credits. Subject to Section 8 (“Retroactive Price Adjustments”) and the sub-sections below, [REDACTED] will provide Customer with the following credits, which Customer may apply during the Deployment Period (collectively, the “Credits”). Any unapplied portion of the Credits will expire at the end of the Deployment Period.

7.1. System Discount Credit. During the Mass Deployment Period, [REDACTED] will provide Customer with twelve (12) quarterly credit memos in the amount of \$691,667.00 each calendar quarter (totaling \$8,300,000 in the aggregate), which Customer may apply towards any amounts due by Customer under this Order Document (the “System Discount Credit”). [REDACTED] reserves the right to adjust allocations of the System Discount Credit to align with adjustments to the Mass Deployment Period and will provide Customer with prompt notice of any such adjustments.

7.2. Ithaca Pilot Credit. [REDACTED] will also provide Customer with a credit memo in the amount of \$1,500,000, which Customer may apply during the Deployment Period towards amounts due for Electric Meters and Gas Modules (excluding shipping-related expenses) purchased by Customer as replacements for up to 13,435 electric meters and 7,587 gas modules that were previously deployed by Customer as part of the Energy Smart Community Pilot Program in Ithaca, NY.

8. Retroactive Price Adjustments. The Parties acknowledge that the Credits, as well as volume-based pricing for [REDACTED] Equipment, are based on the assumption that Customer will purchase and take deliveries of the total, aggregate quantities of [REDACTED] Equipment specified on the Pricing Summary (collectively, the “Assumed Volume”) prior to the end of the Deployment Period. If Customer purchases and takes deliveries of more or less than the Assumed Volume prior to the end of the Deployment Period, pricing for [REDACTED] Equipment will be retroactively adjusted in accordance with this Section.

8.1. Retroactive Price Increases.

8.1.1. Electric, Gas & Network. If Customer does not purchase and take deliveries of the Assumed Volume of Electric Meters, Gas Modules, and Network Devices prior to the end of the Deployment Period, the fees for Electric Meters, Gas Modules and Network Devices will be retroactively increased, as of the Effective Date, by the product of (i) the applicable unit price set forth in the Pricing Summary, and (ii) the applicable percentage set forth in the tables below:

Electric Meters Purchased & Delivered	Percentage Increase Over Pricing Summary
95% or more of Electric Meter Assumed Volume	0%
75% to 94% of Electric Meter Assumed Volume	4%

Electric Meters Purchased & Delivered	Percentage Increase Over Pricing Summary
50% to 74% of Electric Meter Assumed Volume	8%
30% to 49% of Electric Meter Assumed Volume	12%
Less than 29% of Electric Meter Assumed Volume	18%

Gas Modules* Purchased & Delivered	Percentage Increase Over Pricing Summary
95% or more of Gas Module Assumed Volume	0%
75% to 94% of Gas Module Assumed Volume	5%
50% to 74% of Gas Module Assumed Volume	10%
30% to 49% of Gas Module Assumed Volume	15%
Less than 29% of Gas Module Assumed Volume	20%

* Each Gas Meter that is purchased and delivered within the Deployment Period shall count toward the Assumed Volume for Gas Modules.

Network Devices Purchased & Delivered For Electric Only and Combo Territory	Percentage Increase Over Pricing Summary
95% or more of Network Devices Assumed Volume for Electric and Combo Territory	0%
50% to 94% of Network Devices Assumed Volume for Electric and Combo Territory	25%
Less than 50% of Network Devices Assumed Volume for Electric and Combo Territory	50%

8.1.2. NICs. If Customer purchases more than the Assumed Volume for Gen5 Riva Smart NICs during the Deployment Period, the fees for each Gen5 Riva Smart NIC will be retroactively increased, as of the Effective Date, by the product of (i) the applicable

unit price set forth in the Pricing Summary, and (ii) the applicable percentage set forth in the table below:

Gen5 Riva Smart NICs Purchased	Percentage Increase Over Pricing Summary
150% or more of Gen5 Riva Smart NIC Assumed Volume	55%
100% to 149% of Gen5 Riva Smart NIC Assumed Volume	30%
Less than 100% of Gen5 Riva Smart NIC Assumed Volume	0%

8.1.3. Credits. Additionally, if Customer does not purchase and take deliveries of the combined Assumed Volume of Electric Meters and Gas Modules prior to the end of the Deployment Period, any unapplied portion of the Credits will become null and void and a percentage of any applied portion of the Credits will be refunded by Customer to [REDACTED] in accordance with the table below:

Electric Meters and Gas Modules Purchased & Delivered	Percentage of Applied Credits to be Refunded by Customer
95% or more of combined Electric Meter and Gas Module Assumed Volume	0%
50% to 94% of combined Electric Meter and Gas Module Assumed Volume	50%
Less than 50% of combined Electric Meter and Gas Module Assumed Volume	100%

8.2. Retroactive Price Decreases. If Customer purchases and take deliveries of more than the Assumed Volume of Electric Meters prior to the end of the Deployment Period, the fees for each Electric Meter purchased by Customer and delivered within the Deployment Period will be retroactively decreased, as of the Effective Date, by the product of (i) the applicable unit price set forth in the Pricing Summary, and (ii) the applicable percentage set forth in the table below:

Electric Meters Purchased & Delivered	Percentage Decrease Under Pricing Summary
120% to 139% of Electric Meter Assumed Volume	-1.2%

Electric Meters Purchased & Delivered	Percentage Decrease Under Pricing Summary
140% or more of Electric Meter Assumed Volume	-2%

8.3. Accounting & Adjustments. [REDACTED] will calculate any price adjustments under this Section at the end of the Deployment Period and issue an invoice for any outstanding retroactive price increases and/or Credit refund, and a credit against amounts due under the Agreement for any outstanding retroactive price decreases, to Customer. [REDACTED] will also issue an adjusted Pricing Summary to reflect any permitted price adjustments under this Section. If no additional invoices are anticipated after determination of a credit owed to Customer, upon Customer's request, [REDACTED] shall refund to Customer an amount equal to the credit.

9. Equipment.

9.1. End of Sale. Notwithstanding Section 17 ("End of Sale") of *Schedule E-2* (Equipment Addendum) to the Agreement, the Parties agree that: (a) [REDACTED] will not end the sale of any [REDACTED] Equipment during the Deployment Period, (b) [REDACTED] will not end the sale of any [REDACTED] Equipment after the Deployment Period without making functionally equivalent replacement equipment available for purchase by Customer, (c) any such replacement equipment will be backwards compatible and interoperable with other [REDACTED] Equipment to the same extent as the [REDACTED] Equipment it was designed to replace, and (d) [REDACTED] may disable any new functionality or features provided by changed or replacement [REDACTED] Equipment unless Customer agrees to pay the applicable fees for such functionality or features.

9.2. Forecasting and Ordering. Instead of the forecasting requirements set forth in Section 7 ("Forecasts") of *Schedule E-2* (Equipment Addendum), Customer agrees to adhere to the Forecasting and Ordering Procedure attached hereto as Attachment C with respect to all Equipment covered by this Order Document (the "**Forecast and Ordering Procedure**").

9.3. Warranty Period. For purposes of Section 12 ("[REDACTED] Equipment Warranty") of *Schedule E-2* (Equipment Addendum), the Warranty Period for [REDACTED] Equipment purchased under this Order Document shall be as follows:

[REDACTED] Equipment	Warranty Period
Electric Meters, Gas Meters, Gas Modules, Gen5 Riva Smart NICs, Standard Gen5 NICs, and Network Devices	5 years and 90 days from date of shipment
Other [REDACTED] Equipment	1 year from date of shipment

9.4. Liquidated Damages. If [REDACTED] fails to deliver [REDACTED] Equipment during the Deployment Period in accordance with the Forecast and Ordering Procedure within ten (10) Business Days of the applicable delivery date (the “**Delivery Grace Period**”), and Customer is unable to proceed with all scheduled [REDACTED] Equipment installation-related activities as a sole and direct result of such failure, thereby rendering Customer’s installation resources idle, as Customer’s sole remedy and [REDACTED] sole liability for the delay, [REDACTED] will pay Customer liquidated damages (“**Liquidated Damages for [REDACTED] Equipment Delays**”) in the amount of 1% of the purchase price for the delayed [REDACTED] Equipment per week following the Delivery Grace Period until the delayed [REDACTED] Equipment is delivered, or total liquidated damages for the delayed [REDACTED] Equipment reaches 10% of the purchase price for such equipment, whichever occurs first. Notwithstanding anything to the contrary, [REDACTED] shall not be responsible for Gen5 Riva Smart NIC deliveries until the work described in Section 9.6 (“Second Meter Source”) is completed and they are in production. The Parties agree that Liquidated Damages for [REDACTED] Equipment Delays are not a penalty and represent a genuine pre-estimate of the damages that Customer would suffer in the event of a delay in delivering [REDACTED] Equipment in accordance with the Forecast and Ordering Procedure of up to ten (10) weeks following expiration of the Grace Period (the “**LD Cutoff Point**”). All Liquidated Damages for [REDACTED] Equipment Delays requested by Customer and recoverable under this Section will be applied as credits towards amounts due by Customer to [REDACTED] under this Order Document. The Liquidated Damages for [REDACTED] Equipment Delays are not intended to limit Customer’s ability to pursue other available rights or remedies under this Agreement that may arise from a delay in delivering [REDACTED] Equipment in accordance with the Forecast and Ordering Procedure beyond the LD Cutoff Point; provided, however, that no claim for damages (other than Liquidated Damages for [REDACTED] Equipment Delays) or breach may be asserted by Customer based on any [REDACTED] Equipment delay during any period for which Customer is entitled to receive Liquidated Damages for [REDACTED] Equipment Delays.

9.5. Excessive Failures. In addition to the warranty remedies set forth in Section 13 (“[REDACTED] Equipment Warranty”) of *Schedule E-2* (Equipment Addendum), [REDACTED] will provide the following additional remedies in the event of an Excessive Failure. An “**Excessive Failure**” means the failure of at least five percent (5%) of any of the following [REDACTED] Equipment installed within Customer’s service territory during any rolling twelve (12) month period to comply with the warranties set forth in Section 13 (“[REDACTED] Equipment Warranty”) of *Schedule E-2* (Equipment Addendum) resulting from the same failure mode, as verified by [REDACTED] (each such category of [REDACTED] Equipment may be referred to herein as “**Enhanced Warranty Coverage Equipment**”):

Enhanced Warranty Coverage Equipment
Single Phase and Network Residential Electric Meters
Polyphase Electric Meters
Gas Modules
Gas Meters

Enhanced Warranty Coverage Equipment
Network Devices
Gen5 Riva Smart NIC
Standard Gen5 NIC

An Excessive Failure shall not include warranty failures of any Enhanced Warranty Coverage Equipment that are excluded from warranty coverage pursuant to Section 14 (“██████ Equipment Warranty Exclusions”) of **Schedule E-2** (Equipment Addendum). Nor shall warranty failures of Enhanced Warranty Coverage Equipment from one category specified in the above table be aggregated with warranty failures from another category of Enhanced Warranty Coverage Equipment for purposes of assessing the occurrence or extent of, or remedies associated with, any alleged Excessive Failure. If Customer reasonably believes that an Excessive Failure has occurred, it shall promptly notify ██████. Upon receipt of such notice, ██████ will work diligently to verify the alleged Excessive Failure and determine root cause. Once ██████ has verified that an alleged Excessive Failure has in fact occurred and determined root cause, it will develop a quality assurance plan to eliminate the failure mode in ongoing production and remediation plan to address associated defects in affected Enhanced Warranty Coverage Equipment installed in Customer’s service territory.

To the extent affected Enhanced Warranty Coverage Equipment is de-installed pursuant to the remediation plan during the Warranty Period, in addition to the remedies provided by ██████ under Section 12 (“██████ Equipment Warranty”) of **Schedule E-2** (Equipment Addendum), ██████ will, at its expense: (a) provide qualified field labor to de-install defective and accessible Enhanced Warranty Coverage Equipment installed within Customer’s service territory exhibiting the same failure mode in excess of the Excessive Failure threshold and install any repaired or replacement Enhanced Warranty Coverage Equipment pursuant to a mutually agreed upon Statement of Work, or (b) reimburse Customer’s actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under the Agreement, not to exceed the per unit amount set forth in the table below:

Enhanced Warranty Coverage Equipment	Per Unit Excessive Failure Credit NTE Amount
Single Phase and Network Residential Electric Meters, Polyphase Electric Meters, Gas Module, Gas Meter or Network Devices consisting of Socket APs	\$15
Network Devices, other than Socket APs	\$500

To the extent affected Enhanced Warranty Coverage Equipment is de-installed for replacement after the Warranty Period, for each unit of Enhanced Warranty Coverage Equipment installed within Customer's service territory exhibiting the same failure mode in excess of the Excessive Failure threshold that Customer removes in accordance with the remediation plan, [REDACTED] will provide Customer with a per unit discount against [REDACTED] then current price for replacement [REDACTED] Equipment (each a "**Replacement Discount**"). The Replacement Discount associated with each such unit of Enhanced Warranty Coverage Equipment will be 100%, minus 5% for each year following the original ship date. For example, the Replacement Discount associated with a replaced unit of Enhanced Warranty Coverage Equipment that was shipped six years ago would be 75% off the then-current unit price for applicable replacement [REDACTED] Equipment and the Replacement Credit associated with a replaced unit of Enhanced Warranty Coverage Equipment that was shipped nineteen years ago would be 5% off the then-current unit price for applicable replacement [REDACTED] Equipment.

The additional remedies for an Excessive Failure under this Section will only be available if Customer: (i) promptly investigates all potentially defective Enhanced Warranty Coverage Equipment identified on Customer's most recent system performance and maintenance reports, (ii) promptly returns all Enhanced Warranty Coverage Equipment that fail to satisfy the warranties set forth in Section 12 ("**[REDACTED] Equipment Warranty**") of *Schedule E-2* (Equipment Addendum) below the Excessive Failure threshold to [REDACTED] in accordance with [REDACTED] then-current RMA process, (iii) promptly notifies [REDACTED] in writing once Customer has reason to believe that an Excessive Failure has occurred, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides [REDACTED] with access to such reports and other relevant Customer records and information as reasonably requested by [REDACTED] to verify the occurring of an alleged Excessive Failure and/or to confirm Customer's compliance with the investigation, return and reporting requirements of this Section. The available remedies under this Section and Section 13 ("**[REDACTED] Equipment Warranty Exclusions**") of *Schedule E-2* (Equipment Addendum) shall be Customer's sole remedies for an Excessive Failure. For the sake of clarity, such remedies are specific to the [REDACTED] Equipment warranties provided under Section 13 ("**[REDACTED] Equipment Warranty Exclusions**") of *Schedule E-2* (Equipment Addendum) and do not impact the validity or enforceability of other contractual claims Customer may have under this Agreement, even if such claims arise out of the same underlying act, omission or event giving rise to the [REDACTED] Equipment warranty claim. For example, if defective Equipment causes damage to or destruction of property and such defective Equipment constitutes negligence, reckless or willful actions or omissions of Supplier, Customer may bring an indemnification claim pursuant to Article 19 of *Schedule C*.

9.6. Second Meter Source. Customer desires a Gen5 Riva Smart NIC that is capable of being factory integrated into an Aclara Technologies, LLC ("**Aclara**") electric meter, so Aclara may become a second meter source to Customer. However, the Parties acknowledge that (a) such a Gen5 Riva Smart NIC is not available as of the Effective Date, (b) [REDACTED] and Aclara will need to work together following the Effective Date to design a Gen5 Riva Smart NIC and an Aclara meter that are capable of such integration. Accordingly, [REDACTED] hereby agrees to work in good faith with Aclara to design a Gen5 Riva Smart NIC that is

capable of factory integration into an Aclara electric meter (the “**Aclara Smart NIC**”), and obtain FCC certification for the Aclara Smart NIC, and successful ANSI testing and NYS PSC approval for an Aclara electric meter with integrated Aclara Smart NIC (the “**Second Meter Source Requirements**”), on or before January 31, 2023 (the “**Projected Completion Date**”). For each calendar month following the Projected Completion Date that the Second Meter Source Requirements have not been achieved due solely to the fault of [REDACTED] as Customer’s sole remedy, [REDACTED] sole liability for the delay shall be as follows:

9.6.1. [REDACTED] will pay Customer liquidated damages (“**Liquidated Damages for Second Meter Source Delays**”) in the amounts set forth below until the Second Meter Source Requirements have been achieved, or total Liquidated Damages for Second Meter Source Delays reaches \$630,000, whichever occurs first:

Timing of Actual Completion Date	Liquidated Damage Amounts
Within 1 month after the Projected Completion Date	[REDACTED]
More than 1 month, but less than 2 months after the Projected Completion Date	[REDACTED]
More than 2 months, but less than 3 months after the Projected Completion Date	[REDACTED]
More than 3 months, but less than 4 months after the Projected Completion Date	[REDACTED]
More than 4 months, but less than 5 months after the Projected Completion Date	[REDACTED]
More than 6 months, but less than 7 months after the Projected Completion Date	[REDACTED]

9.6.2. If the Second Meter Source Requirements have not been achieved within 7 months after the Projected Completion Date due solely to the fault of [REDACTED] Customer may purchase up to 20,000 2S Electric Meters per calendar month of additional delay during Mass Deployment (due solely to the fault of [REDACTED] as substitutes for forecasted Aclara Smart NICs (not to exceed 314,000 total substituted 2S Electric Meters) at a discount of 15% below the purchase price for such [REDACTED] Equipment set forth in the Pricing Summary. Each 2S Electric Meter purchased as a substitute for an Aclara Smart NIC shall count toward the assumed volume for Gen5 Riva Smart NICs, rather than the assumed volume for Electric Meters. Customer may also terminate its agreement with Aclara for convenience based solely on the unavailability of an Aclara Smart NIC, in which case [REDACTED] will pay additional liquidated damages in an amount equal to the actual, documented amount paid by Customer to Aclara for such termination for convenience, not to exceed \$5,000,000, minus the aggregate amount of discounts provided by [REDACTED] under this paragraph.

The Parties agree that Liquidated Damages for Second Meter Source Delays are not a penalty and represent a genuine pre-estimate of the damages that Customer would suffer if the Second Meter Source Requirements are not achieved following the Projected Completion Date. All Liquidated Damages for Second Meter Source Delays requested by



Customer and recoverable under this Section will be applied as credits towards amounts due by Customer to [REDACTED] under this Order Document. If no additional invoices are anticipated after determination of a credit owed to Customer, upon Customer's request, [REDACTED] shall refund to Customer an amount equal to the credit.

9.7. Third Meter Source. The Standard Gen5 NIC is available for purchase. Customer's third source meter provider (L+G) is responsible for obtaining NYS PSC Approval for the meter integrating the Standard Gen5 NIC. At Customer's request, [REDACTED] will provide commercially reasonable support with respect to obtaining such approval.

10. Maintenance and Support.

10.1. End of Support. Notwithstanding Section 3 ("Maintenance Commitment; End of Support) of *Schedule E-3* (Maintenance & Support Services Addendum), so long as Customer maintains continuous and uninterrupted Maintenance Services for Covered Software, unless this Order Document terminates or expires beforehand, [REDACTED] shall not (a) discontinue Maintenance Services for such Covered Software prior to the seventh (7th) anniversary of the Effective Date of the Agreement, or (b) discontinue Maintenance Services for such Covered Software after the seventh (7th) anniversary of the Effective Date of the Agreement and during the remaining term of this Order Document without making a functionally equivalent substitute product or service available for purchase by Customer as a replacement for the Covered Software for which Maintenance Services were discontinued. If [REDACTED] discontinues Maintenance Services for Covered Software after the seventh (7th) anniversary of the Effective Date of the Agreement and makes a substitute product or service available for purchase by Customer, [REDACTED] shall cooperate with Customer and provide such Professional Services as are reasonably requested by Customer and agreed to by the Parties in a Statement of Work to facilitate Customer's transition to such substitute product or service.

11. Managed Appliance Services.

11.1. Managed Appliance Lease Terms.

11.1.1. Lease. [REDACTED] agrees to lease to Customer, and Customer agrees to lease from [REDACTED] the equipment described more fully in the final Bill of Materials document under Attachment B-3 attached thereto (the "**Leased Equipment**") for a period of five (5) years commencing upon delivery of the Leased Equipment to Customer (the "**Lease Term**"). Customer acknowledges that [REDACTED] will purchase the Leased Equipment in anticipation of leasing it to Customer. Accordingly, if Customer terminates the Agreement or this Order Document pursuant to Section 4.3 ("Termination for Convenience") of the main body of the Agreement prior to Customer's payment of the Rent (as defined in Section 11.1.3 below), Customer shall promptly pay (but in no case later than thirty (30) days following receipt of [REDACTED] written reimbursement request) all of [REDACTED] out-of-pocket expenses actually incurred in connection with [REDACTED] procurement of the Leased Equipment, which shall not exceed the Rent.

11.1.2. Operation. Customer shall not remove the Leased Equipment from the delivery location without prior written approval of [REDACTED]. Customer shall allow [REDACTED] to enter

Customer's premises at all reasonable times to locate and inspect the state and condition of the Leased Equipment. Except as otherwise provided in Section 11.1 ("Maintenance by [REDACTED] of *Schedule E-4* (Managed Appliance Addendum), Customer shall at its expense keep and maintain the Leased Equipment in a good state of repair, normal wear and tear excepted. The Leased Equipment shall only be used as Managed Appliances, and such use shall be limited to the provision of Managed Appliance Services by [REDACTED] for Customer, in accordance with *Schedule E-4*.

11.1.3. Rent. In consideration of Customer's right to possess and use the Leased Equipment during the Lease Term, Customer shall pay [REDACTED] rent in the amount of \$4,293,466 in advance (the "**Rent**"). The Rent includes the estimated tax costs associated with [REDACTED] ownership of the Leased Equipment, which are Customer's responsibility pursuant to Article 5 ("Taxes") of *Schedule C* (Terms and Conditions). [REDACTED] will invoice Customer for the Rent upon commencement of the Lease Term, and for any adjustments in the Rent based on actual taxes as incurred to the extent they are higher than estimated, and Customer shall pay such invoices in accordance with Article 4 ("Payments") of *Schedule C*. The Rent and taxes are nonrefundable.

11.1.4. Third-Party Equipment. [REDACTED] IS NOT THE MANUFACTURER OF THE LEASED EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE LEASED EQUIPMENT. For purposes of Article 19 ("Indemnification") of *Schedule C*, the Equipment shall be considered as Third-Party Equipment. The Leased Equipment shall be subject to any written warranties, indemnities and remedies provided by the third-party Leased Equipment manufacturer. [REDACTED] will pass through to Customer (or make commercially reasonable efforts to enforce on Customer's behalf) any written warranties, indemnities and remedies received from the third-party Leased Equipment manufacturer.

11.1.5. Title and Risk of Loss. Title to the Leased Equipment remains with [REDACTED] and Customer shall acquire no right, title, or interest in the Leased Equipment. Customer shall not pledge or encumber the Leased Equipment in any way. Customer shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Leased Equipment from any cause whatsoever ("**Loss**"), other than losses caused by [REDACTED] until the Leased Equipment has been returned to [REDACTED] in accordance with Section 11.1.6 ("Return of Leased Equipment"). Customer shall promptly notify [REDACTED] in writing days of any such Loss.

11.1.6. Purchase Option. At the end of the Lease Term, provided Customer is not then in default with respect to any payment obligations under this Section 11, Customer may elect to purchase all, not less than all, of the Leased Equipment. At the end of the Lease Term, the Parties will confer in writing to determine whether Customer desires to purchase the Leased Equipment. Unless Customer elects to purchase the Leased Equipment, Customer shall return the Leased Equipment to [REDACTED] in accordance with Section 11.1.6 ("Return of Leased Equipment"). If Customer elects to purchase the Leased Equipment in accordance with this Section, Customer shall, no later than

thirty (30) days prior to the end of the Lease Term, (a) pay [REDACTED] one dollar (\$1 USD) for the Leased Equipment, and (b) provide [REDACTED] with evidence, to [REDACTED] reasonable satisfaction, that Customer has obtained appropriate license rights to all third-party software included within the Leased Equipment. Upon payment in full of such amount, and receipt and confirmation of such evidence, [REDACTED] shall transfer the Leased Equipment to Customer, as-is, where-is, without recourse, representation, or warranty of any kind, express or implied. For the avoidance of doubt, Customer's rights with respect to any [REDACTED] Software included within the Leased Equipment shall be subject to the terms and conditions set forth in *Schedule E-6* ("Software Addendum").

11.1.7. Return of Leased Equipment. Unless Customer elects to purchase the Leased Equipment in accordance with Section 11.1.6 ("Purchase Option"), Customer shall, at its risk and expense, no later than the expiration of the Lease Term (a) deinstall, inspect, and properly pack the Leased Equipment; and (b) return the Leased Equipment, freight prepaid, to [REDACTED] designated facility by delivering the Leased Equipment on board such carrier as [REDACTED] may specify. Customer shall cause the Leased Equipment returned for any reason under this Order Document to (a) be free and clear of all liens (other than liens of [REDACTED] and rights of third parties; (b) be in the same condition as when delivered to Customer, ordinary wear and tear, and damage caused by [REDACTED] excepted; (c) have all Customer's insignia or markings removed or painted over and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas; and (d) be in compliance with applicable law.

11.1.8. Insurance. During the Lease Term and for a period of one (1) year thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance in a sum no less than \$5,000,000 with financially sound and reputable insurers. Upon [REDACTED] request, Customer shall provide [REDACTED] with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Section. Customer shall provide [REDACTED] with ten (10) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against [REDACTED] insurers and [REDACTED]

11.2. Installation. [REDACTED] will install the Leased Equipment in accordance with Attachment B-3 (Managed Appliance Installation for NY AMI Solutions) and will invoice Customer for the appliance setup fee set forth in the Pricing Summary upon the Commencement Date. Customer shall pay such invoice in accordance with Article 4 ("Payments") of *Schedule C*.

11.3. Subscription Term. The initial Managed Services term begins on the Commencement Date and ends one (1) year thereafter ("**Subscription Term**"); provided, however, that Customer may elect to prepay Managed Appliance Fees for five (5) consecutive annual Subscription Terms at the reduced price set forth in the Pricing Summary by providing [REDACTED] with written notice prior to the Commencement Date. Thereafter, the Subscription Term will automatically renew for successive one-year periods, unless either Party provides the other with written notice of its intent not to renew

at least ninety (90) days prior to commencement of the next renewal period; provided, however, that [REDACTED] may not elect to not renew until after the fifth annual Subscription Term if Customer prepays for five consecutive Subscription Terms in accordance with this paragraph. [REDACTED] will invoice Customer Managed Appliance Fees for the first annual Subscription Term (or five (5) consecutive annual Subscription Terms if Customer elects to prepay Managed Appliance Fees for such Subscription Terms in accordance with this Section) for Managed Appliance Services upon the Commencement Date, and thereafter annually in advance. Customer shall pay such invoices in accordance with Article 4 (“Payments”) of *Schedule C*.

11.4. Transition to On-Premises Implementation. At Customer’s request, the Parties will work in good faith to finalize a Statement of Work under which [REDACTED] will perform Professional Services to facilitate Customer’s transition from Managed Appliance Services to an on-premises implementation of UIQ Suite on computers owned by Customer or Customer’s designated third-party service provider (the “**Transition SOW**”).

11.5. Chronic SLA Failure. In addition to any service level credits available under Attachment 1 to Schedule E-4, from and after the Commencement Date, if the Availability Service Level for the UIQ Suite Production Environment is less than ninety percent (90%) for three (3) consecutive months at any time during the initial Managed Appliance Services term (a “**Chronic SLA Failure**”), as Customer’s sole remedy, Customer will have the right to initiate the Transitional SOW upon at least thirty (30) days’ prior written notice to [REDACTED] in which case, [REDACTED] shall (a) credit Customer for the three (3) months of Managed Appliance Services fees for which the UIQ Suite availability fell below the 90% availability threshold, (b) provide Managed Appliance Services at no charge to Customer during the term of the Transition SOW, up to a maximum of three (3) months, and (c) provide Professional Services under the Transition SOW, up to a cap of \$250,000 plus any prepaid Managed Appliance Fees on a pro rata basis.

12. Professional Services.

12.1. Scope. [REDACTED] will perform Professional Services in accordance with the Statements of Work attached hereto as Attachment B to this Order Document.

12.2. HES & IEE MDM. [REDACTED] will perform Professional Services under the Statements of Work attached hereto as Attachment B-1 and Attachment B-2 to this Order Document on a time-and-materials basis at the rates set forth on the Pricing Summary. Upon completion of each of the following Project milestones, [REDACTED] will invoice Customer for Professional Services performed on or prior to the Project milestone completion date, to the extent such Professional Services were not previously invoiced: (1) Requirements Complete, (2) Functional Testing Complete, (3) Software Acceptance, (4) Back Office System Acceptance, and (5) First Sector Acceptance (each a “**Milestone Completion Invoice**”). Customer shall pay [REDACTED] an amount equal to 90% of the invoiced amount for Professional Services set forth in each Milestone Completion Invoice, other than with respect to First Sector Acceptance. Customer shall pay [REDACTED] the remaining 10% of the invoiced amount for such Professional Services, as well as 100% of the invoiced amount for Professional Services with respect to First Sector Acceptance, upon First Sector

Acceptance. [REDACTED] will invoice Customer on a monthly basis, and Customer shall pay [REDACTED] 100% of the invoiced amount (i.e., there is no percentage holdback), with respect to (a) Professional Services performed after First Sector Acceptance, and (b) reimbursable expenses.

12.3. Managed Appliance Installation. [REDACTED] will perform Professional Services under the Statement of Work attached hereto as Attachment B-3 to this Order Document on a fixed fee basis for the Managed Appliance setup fee set forth on the Pricing Summary. [REDACTED] will invoice, and Customer will pay, such set up fee in accordance with Section 11.2 (“Installation”) of this Order Document.

13. [REDACTED] Software (Other Than DI Apps).

13.1. License Grant – Other Than DI Apps. With respect to [REDACTED] Software (other than [REDACTED] DI Apps) listed on the Pricing Summary and the license thereto granted by [REDACTED] to Customer under Section 5 (“[REDACTED] Software License Grant”) of *Schedule E-6* (Software Addendum): (a) “**Authorized Installations**” means instances of [REDACTED] Software installed on environments at Customer premises, which may not exceed one production environment, five permanent non-production environments, and one temporary non-production environment; (b) “**License Term**” means a perpetual term, subject to payment of applicable license fees; and (c) “**Territory**” means the United States.

14. DI Apps.

14.1. License Grant – DI Apps. With respect to [REDACTED] DI Apps listed on the Pricing Summary and the license thereto granted by [REDACTED] to Customer under Section 5 (“[REDACTED] Software License Grant”) of *Schedule E-6* (Software Addendum): (a) “**Authorized Installations**” do not apply; (b) “**License Term**” means a subscription term, subject to payment of applicable license fees; and (c) “**Territory**” means the United States.

14.2. Location Awareness. DI App Fees for an initial 10-year subscription to [REDACTED] Location Awareness DI App (“**Location Awareness**”) are included in the purchase price of each Electric Meter and Gen5 Riva Smart NIC, which subscriptions will commence as Location Awareness licenses are allocated on the DI Platform for Customer download to the applicable Electric Meters and/or Gen5 Riva Smart NICs following receipt of an accepted Purchase Order for such [REDACTED] Equipment. Such fees are inclusive of all Location Awareness license, subscription, hosting and maintenance and support fees during the 10-year subscription period. The Parties acknowledge that Location Awareness has not been officially released by [REDACTED] as of the Effective Date. However, the Parties anticipate that Location Awareness will be officially released prior to commencement of the Mass Deployment Period. Accordingly, Customer will have an opportunity to test Location Awareness for a period of six months following the official [REDACTED] release date, or the date of First Sector Acceptance, whichever is later (the “**Location Awareness Testing Period**”) to assess whether Location Awareness conforms to the functional specification in Attachment D-1 (the “**Location Awareness Specification**”). If Customer notifies [REDACTED] in writing during the Location Awareness Testing Period that Location Awareness does not materially conform to the Location Awareness Specifications (“**Nonconformity Notice**”), as Customer’s sole remedy, [REDACTED] will repair Location Awareness so it materially

conforms to the Location Awareness Specifications. If [REDACTED] is unable to repair Location Awareness so it materially conforms to the Location Awareness Specification with sixty (60) days (or such longer time as the Parties may agree in writing, acting reasonably), Customer shall discontinue use of Location Awareness and, at Customer's option, [REDACTED] will (i) provide Customer with a refund in the amount of \$5 for each Electric Meter and Gen5 Riva Smart NIC previously purchased by Customer with Location Awareness included and a discount in the same amount for future purchases of Electric Meters and Gen5 Riva Smart NICs which will no longer include Location Awareness until June 30, 2029 to account for the removal of DI App Fees for Location Awareness from the pricing for such [REDACTED] Equipment; or (ii) permit Customer to elect to exchange Location Awareness with other [REDACTED] DI Apps, as described further below, by delivering a written election notice to [REDACTED] (the "**Exchange Notice**"). The Exchange Notice shall specify which of the two following [REDACTED] DI Apps Customer elects to replace each 10-year subscription to Location Awareness: Bypass Theft or High Impedance Detection and Residential Broken Neutral or Intelligent Voltage Monitoring. If [REDACTED] receives the Exchange Notice during the Location Awareness Testing Period, Customer shall cease all use of Location Awareness and [REDACTED] shall allocate the chosen [REDACTED] DI Apps on the DI Platform for Customer Electric Meter and Gen5 Riva Smart NIC download for purchased Electric Meters and Gen5 Riva Smart NICs and the initial 10-year subscription periods shall commence upon the applicable allocation date.

- 14.3. HAN Enablement.** DI App Fees for an initial 10-year minimum subscription to [REDACTED] HAN Enablement DI App ("**HAN Enablement**"), as well as DI Apps Fees for optional incremental HAN Enablement subscriptions, are included in the Pricing Summary for the quantities of Electric Meters and Gen5 Riva Smart NICs specified in the Pricing Summary, which subscriptions will commence as HAN Enablement licenses are allocated on the DI Platform for Customer download to the applicable Electric Meters and/or Gen5 Riva Smart NICs. [REDACTED] published specifications for HAN Enablement are set forth in Attachment D-2.

15. Wireless Data Service.

- 15.1.** For purposes of this Order Document and *Schedule E-7* (Wireless Data Service Addendum): (a) "**Activated Devices**" means Electric Meters with Cellular Meter Adder Option, Cellular 550G ERT Modules, and Socket APs purchased by Customer under this Order Document that have been activated on the Wireless Data Service Network by [REDACTED] (b) "**Headend Software**" means UIQ Suite; and (c) the "**Initial Activation Period**" means ten (10) years from the Activated Device shipment date.

16. Privacy and Data Security Rider. For purposes of Section (d)(ii) of *Schedule H* (Data Security Rider), with respect to Personal Data or Company Data, the Parties agree that:

- 16.1.** The Processing activities that will be carried out by [REDACTED] are: perform installation of Head End and Meter Data Management Systems for the collection and storage of meter data and integration to the Customer Information System.
- 16.2.** The categories of Personal Data or Company Data that will be Processed by [REDACTED] are: meter serial number and usage data, street, city, state, zip code, and service point.

16.3. [REDACTED] The categories of Personal Data subjects whose information will be processed by [REDACTED] are: Internal Use Data.

16.4. The instructions for the Processing of Personal Data or Company Data are: collected using an AMI system network, HES, and MDM validation using standard interfaces and applications.

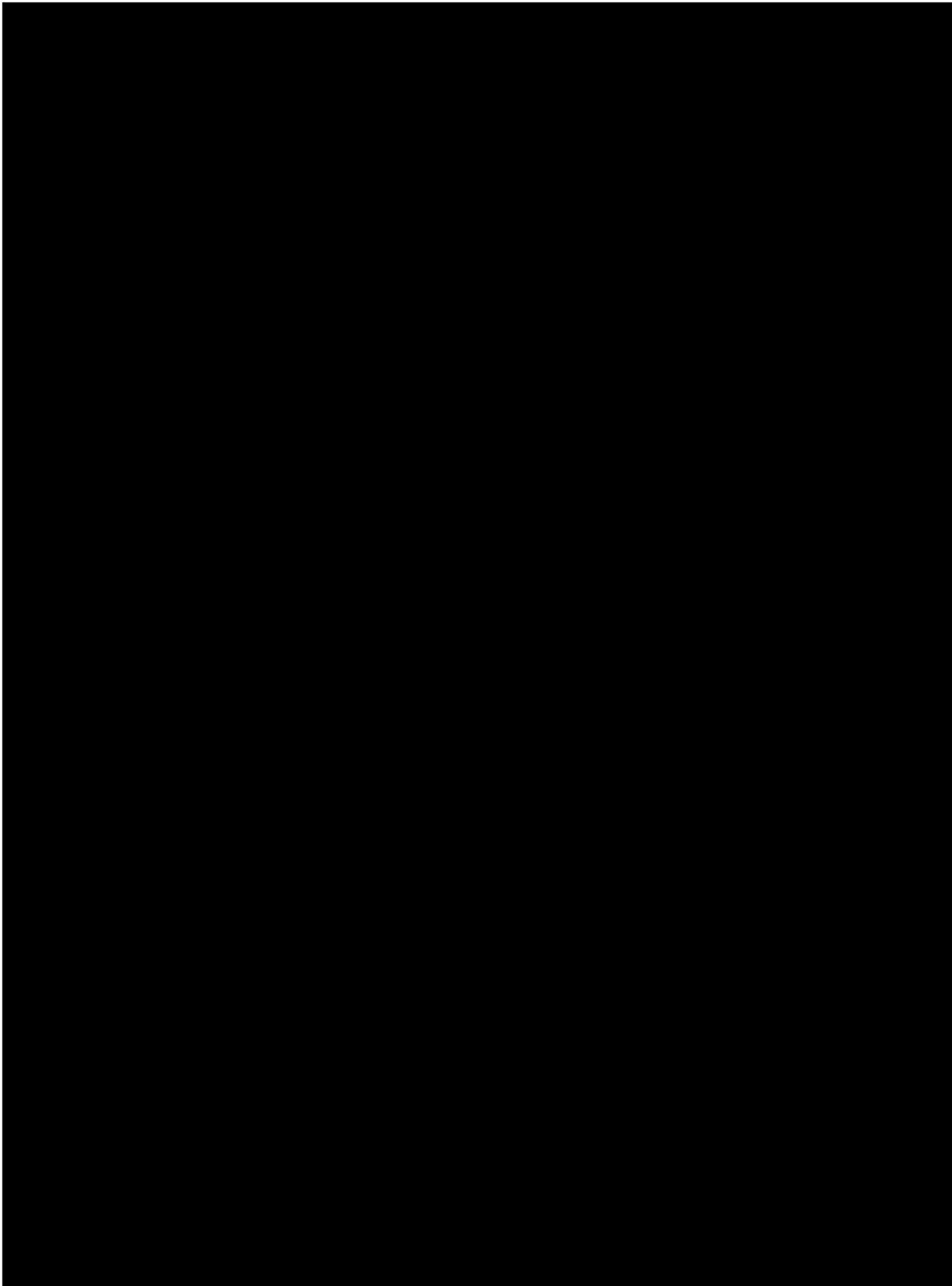
17. Escrow. The Parties acknowledge that, as of the Effective Date, the Escrow Agreements and the Beneficiary Forms (as defined in *Schedule E-6* (Software Addendum) do not cover Communication Tester Software, Field Deployment Manager (“FDM”) or DI Apps. [REDACTED] will update the EscrowTech Agreement, and the Parties will update the EscrowTech Beneficiary Form, to include such [REDACTED] Software as follows:

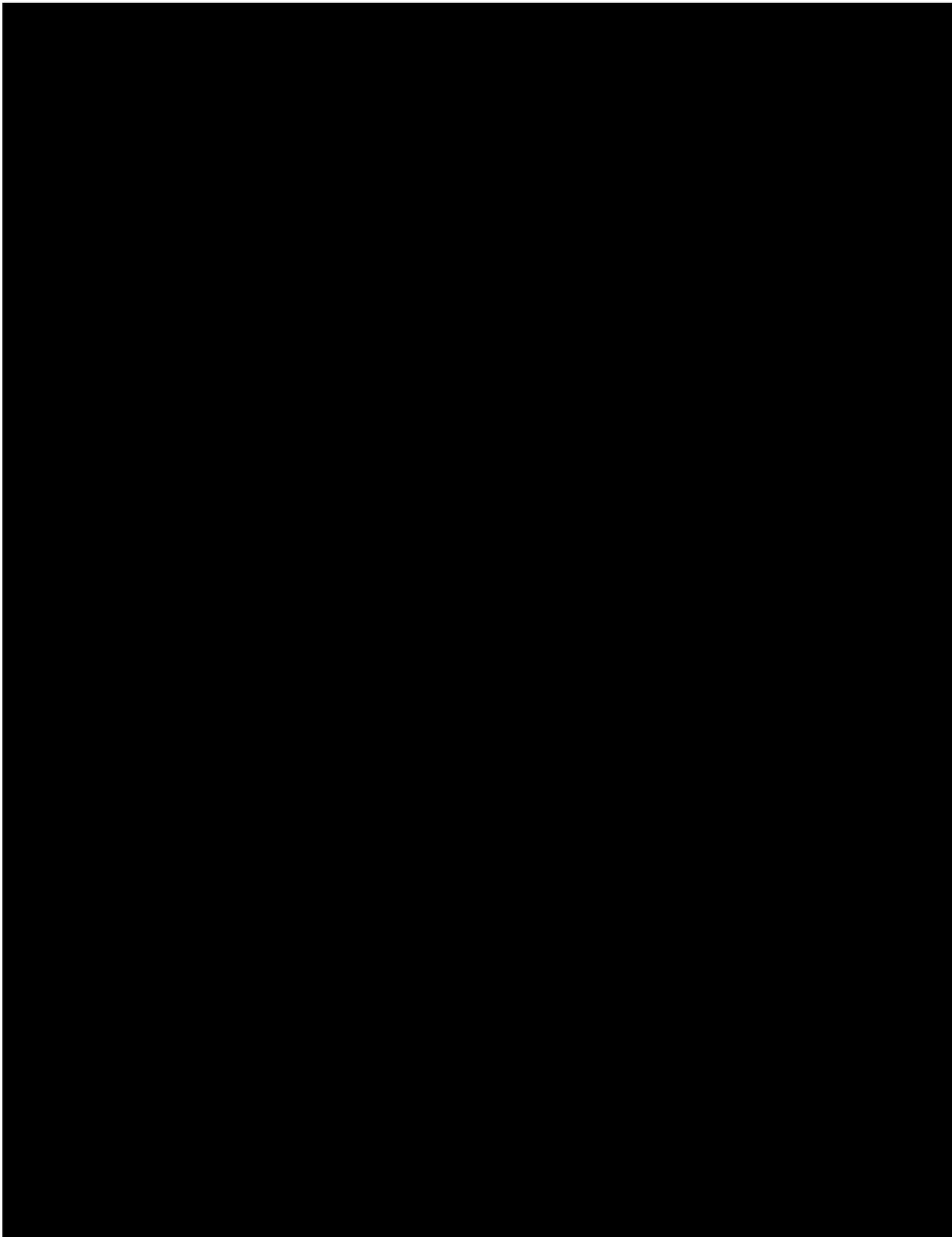
[REDACTED] Software	Update Completion Date
FDM	Within thirty (30) days following [REDACTED] receipt of a Purchase Order for FDM License and Maintenance Services
Communication Tester Software	Within thirty (30) days following the Effective Date
Each DI App	Within thirty (30) days following date initial DI App licenses are allocated on the DI Platform for Customer download to the applicable DI Devices

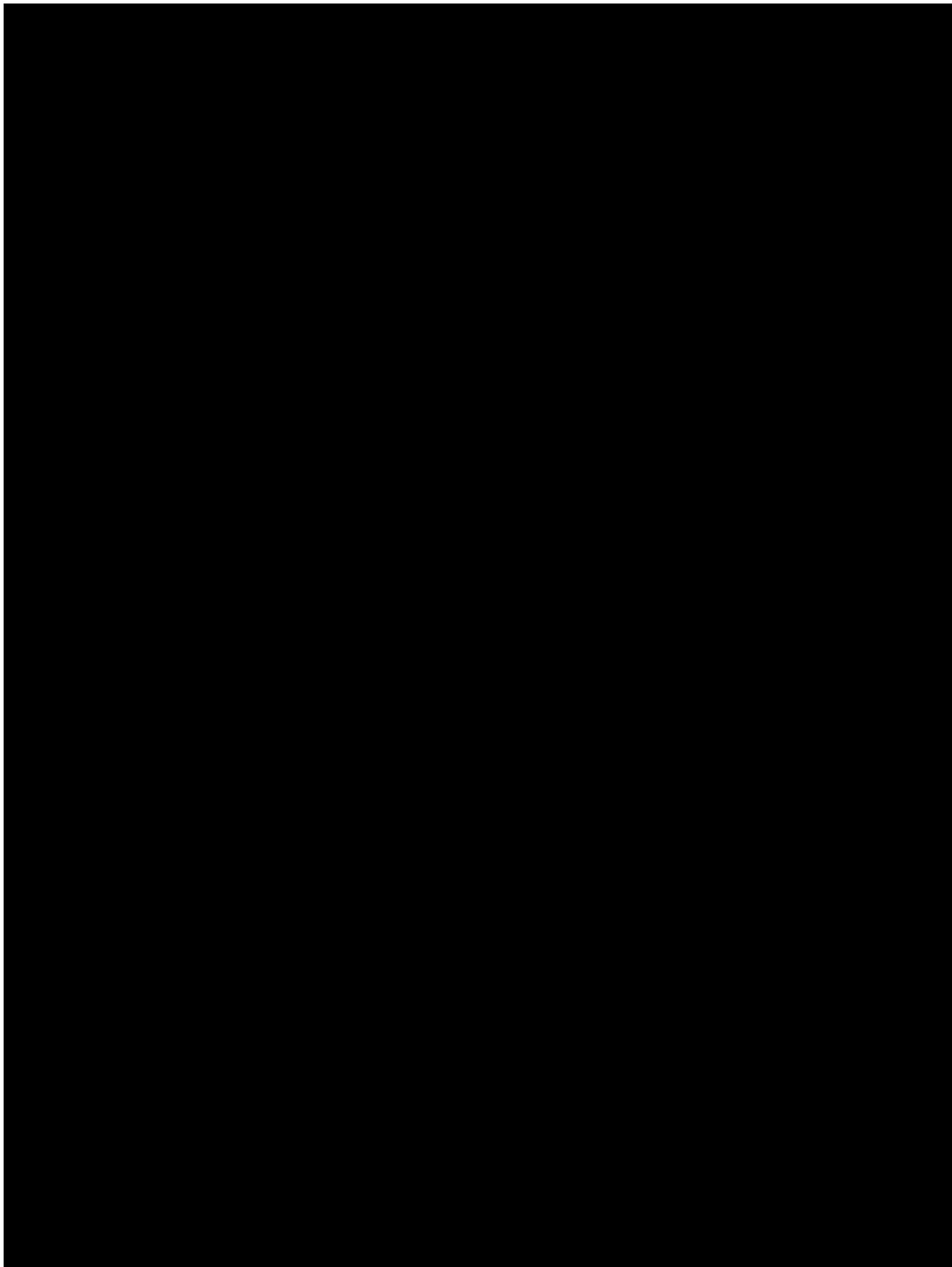
18. Survival. The following sections of this Order Document shall survive termination or expiration of this Order Document: 1 (“Additional Definitions”), 8 (“Retroactive Price Adjustments”), 9.3 (“Warranty Period”), 9.5 (“Excessive Failures”), and any other Section of this Order Document which by its nature is intended to survive termination or expiration of this Order Document.

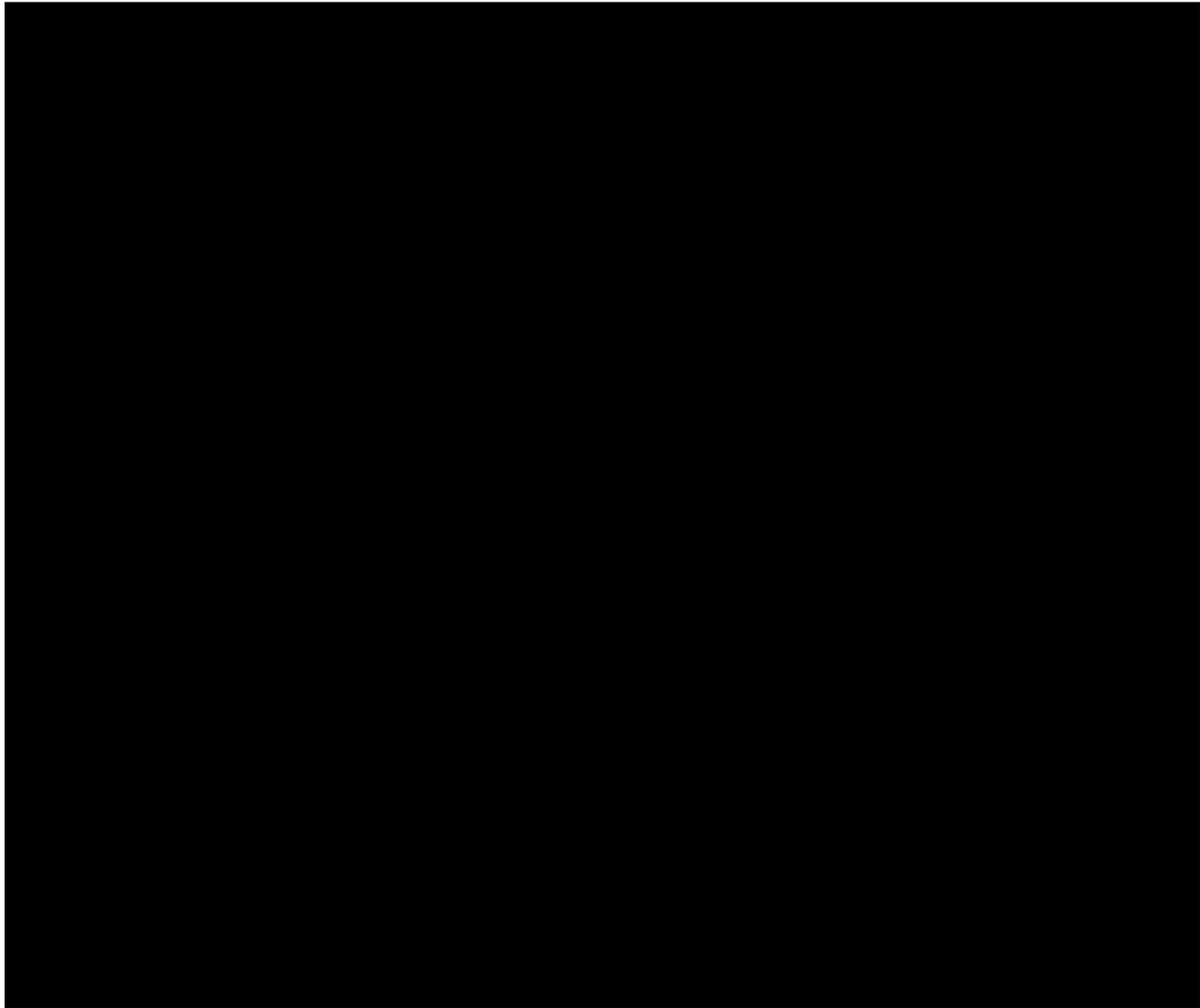
19. Order of Precedent. Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Agreement remain in full force and effect, and (ii) this Order Document and the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications. In the event of a conflict between this Order Document and any other part of the Agreement, this Order Document shall govern. For the avoidance of doubt, nothing in this Order Document is intended to conflict with or govern over any, and this Order Document is expressly subject to and governed by each, of the following Sections of the Agreement: Article 20 (“Warranty”), Article 22 (“Force Majeure”), and Article 37 (“Waiver of Consequential Damages & Limitation of Liability”) of *Schedule C*.

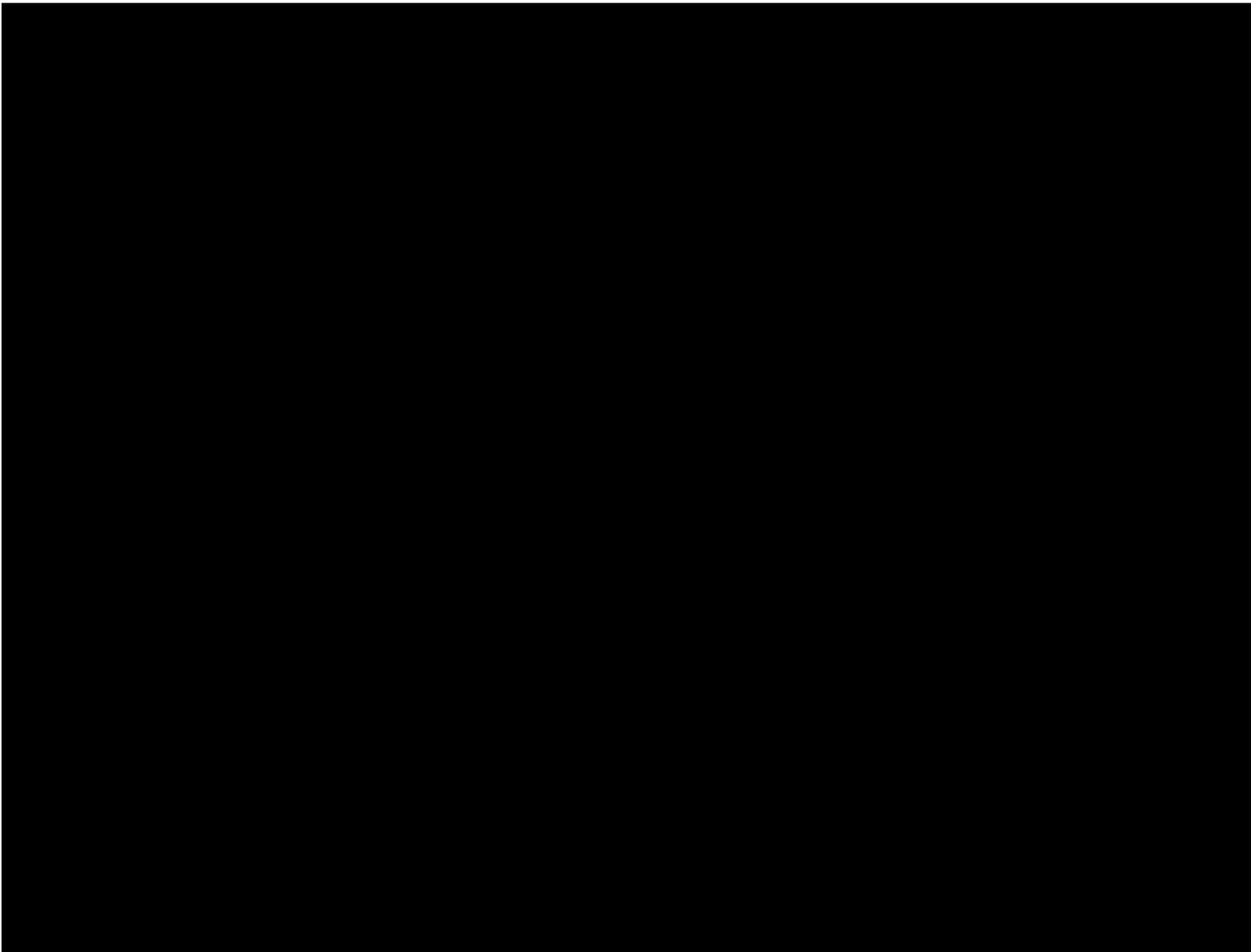
Attachment A
Pricing Summary

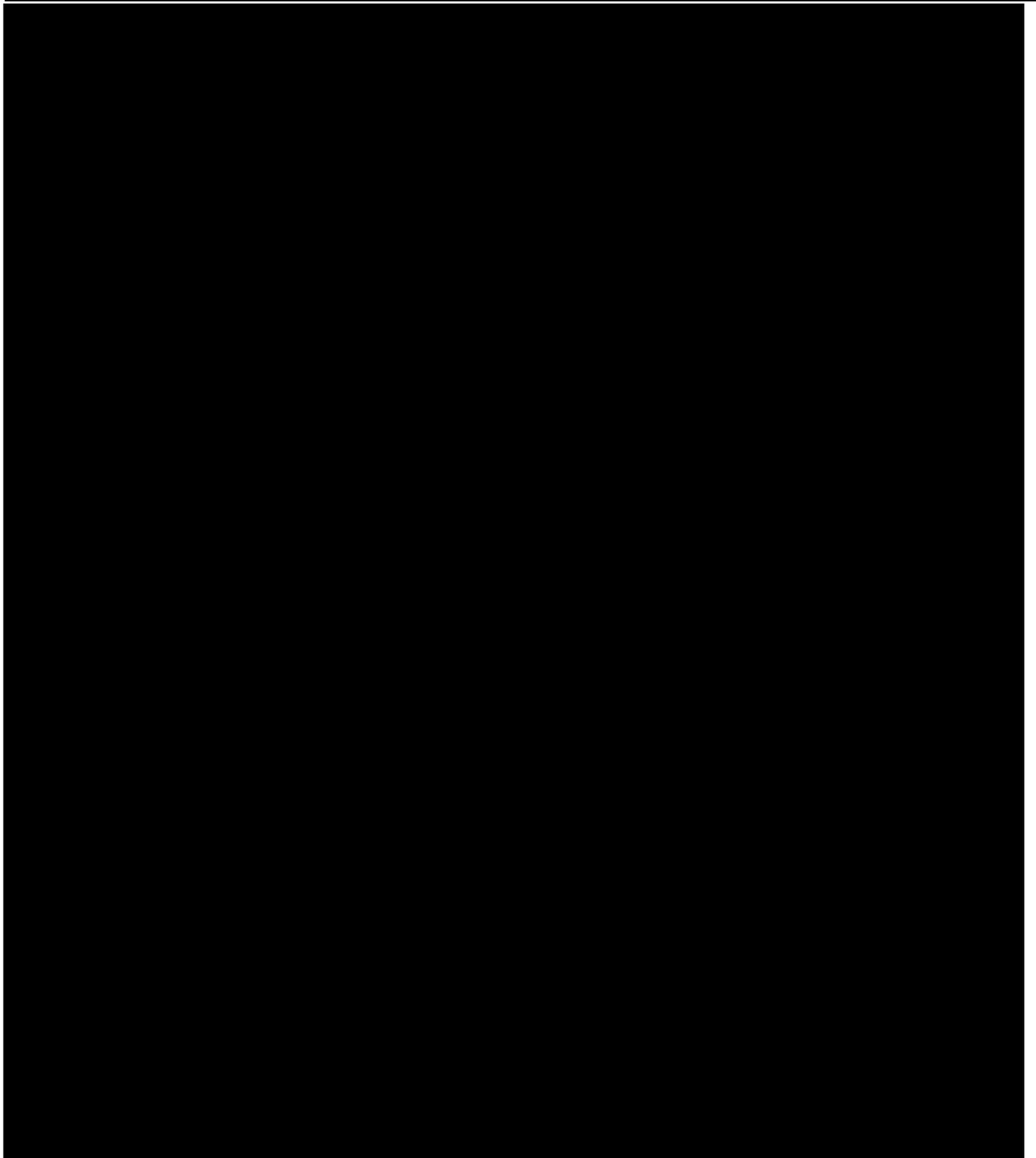
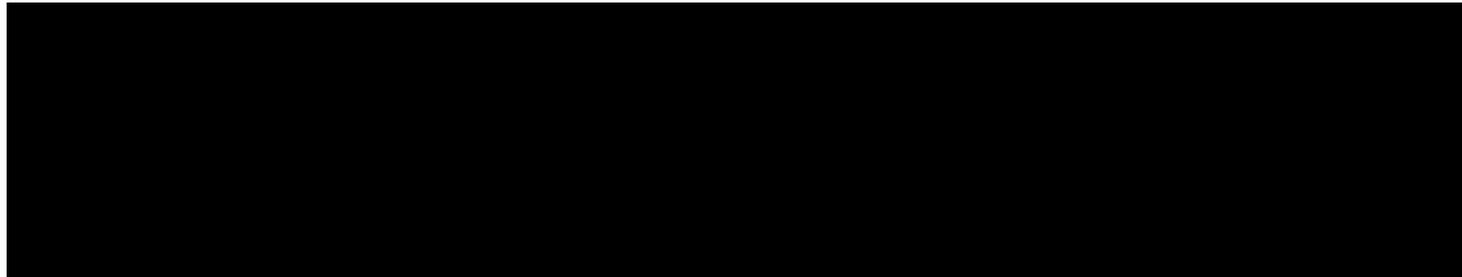


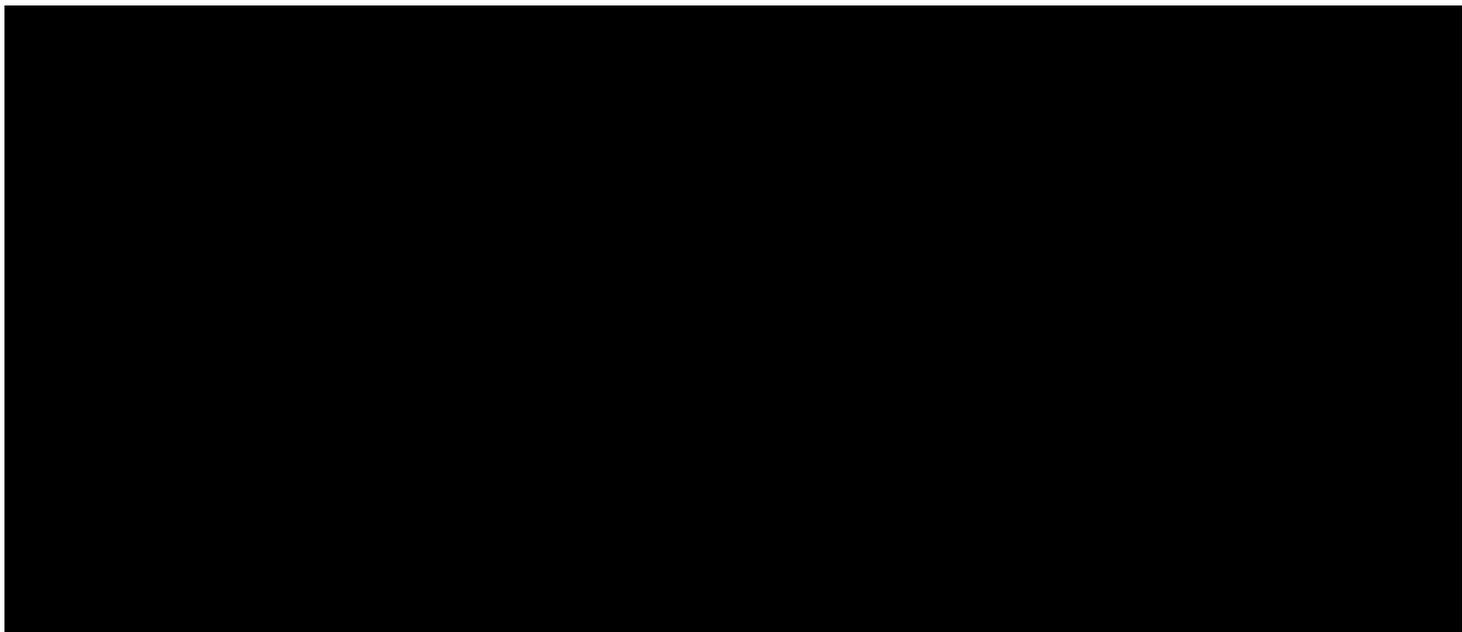


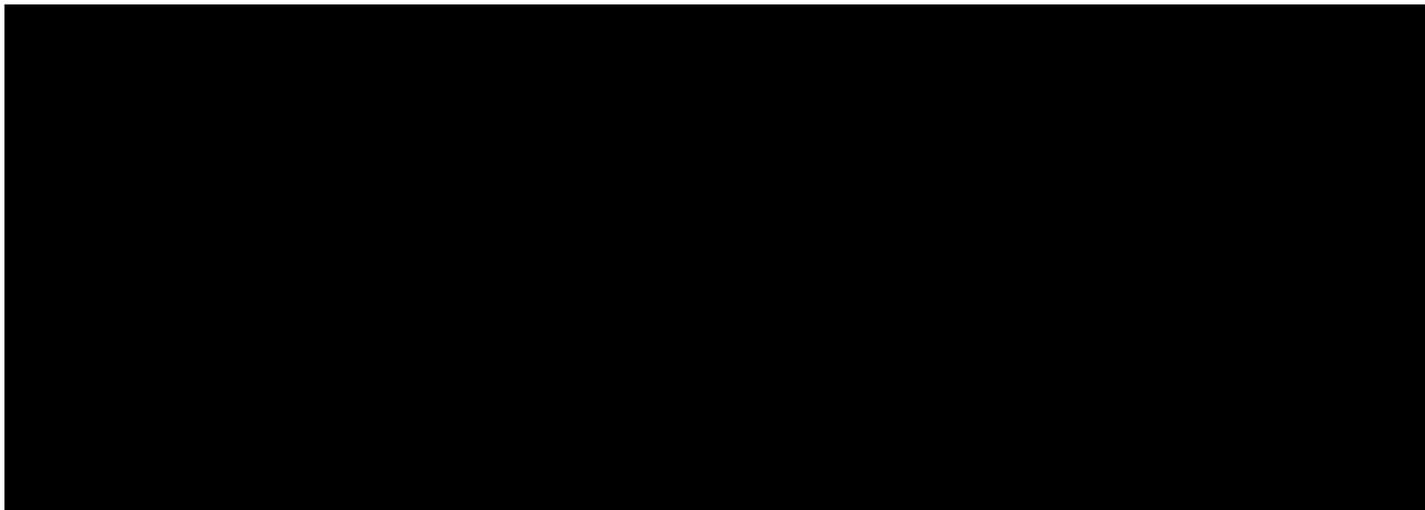
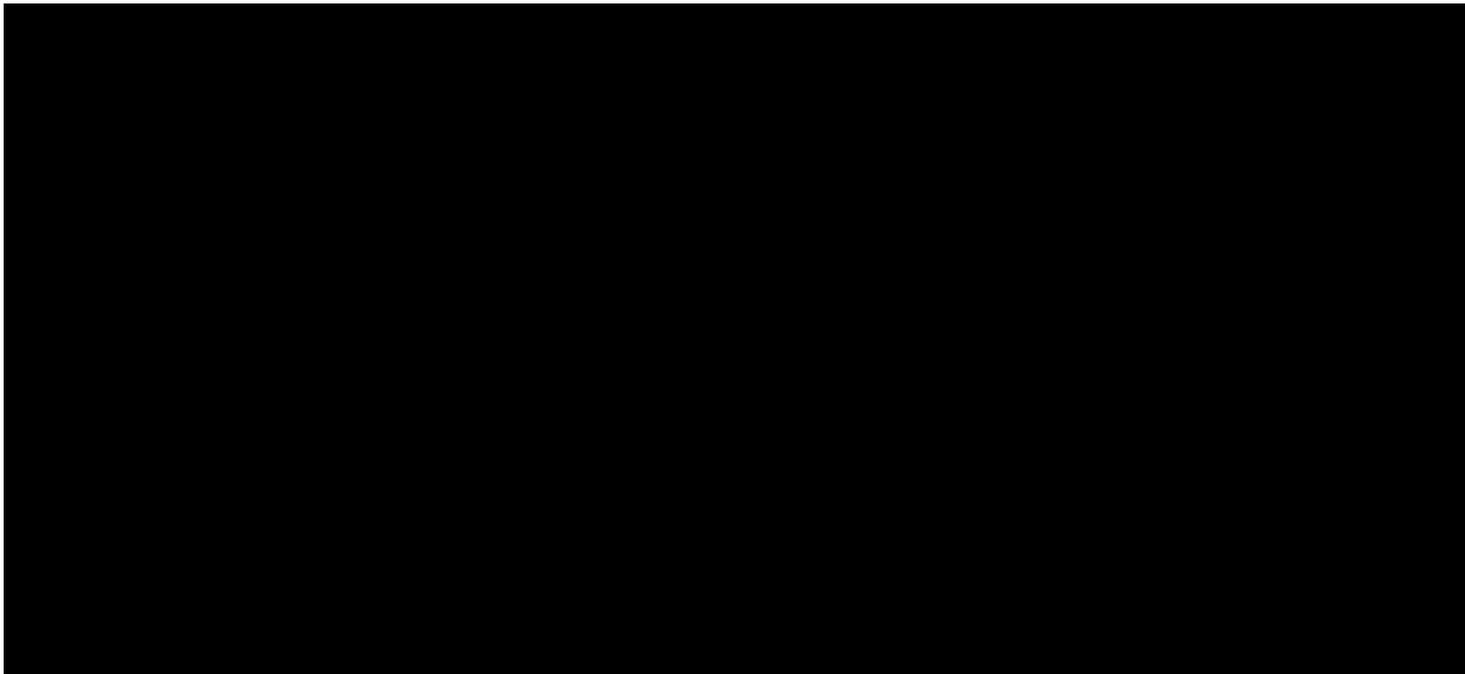












Attachment B
Statements of Work



Attachment B-1

Headend System Implementation for NY AMI Solutions

Statement of Work

HEADEND SYSTEM IMPLEMENTATION FOR NY AMI
SOLUTIONS

AVANGRID Service Company

SOW Point of Contact [REDACTED]

Date: 12/21/2020

Version: 1.6

Table of Contents

A. About this Document	3
B. Document Controls	7
C. Authorization.....	9
D. Project Overview	10
E. Project Scope	12
F. General Project Comments & Clarifications.....	18
G. Project Resources – Roles & Responsibilities.....	20
H. Project Timeline & Resource Planning.....	29
I. Key Activities & Deliverables.....	31
J. Testing	47
K. Training.....	50
L. Project Completion Criteria.....	52
M. Service Fees & Related Details	54
N. Appendix A – Change Control Process.....	55
O. Appendix B – Change Order Form “Sample”.....	56
P. Appendix C – Project Completion Form “Sample”	58
Q. Appendix D – Functional Test Cases	60
R. Appendix E – Reporting Structure	64
S. Appendix F – List of Standard Documentation	65
T. Appendix G – HES RASCI Matrix.....	67
U. Appendix H – HES Integrations	72
V. Appendix I – Network Design Assumptions	73
W. Appendix J – DI Platform Architecture.....	74

A. About this Document

This Statement of Work ("SOW") defines the activities ("Professional Services") to be performed by [REDACTED] Inc. ("[REDACTED]" or "SUPPLIER") for Avangrid Service Company ("AVANGRID" or "CUSTOMER") for the Headend System Implementation for AVANGRID's NY AMI Solutions Program ("Project"). This SOW is entered into as of the last signature date of this SOW ("SOW Effective Date"). The Professional Services shall be governed by the Master Products and Services Procurement Agreement between [REDACTED] and AVANGRID, including Order Document #1 (NY AMI Project) (Schedule B) to which this SOW is attached and any applicable addenda (Schedules E1-E7), including the Professional Services Addendum (collectively, the "Agreement"). This document will describe agreed upon scope, Professional Services to be provided, Deliverables, assumptions, responsibilities, timeline and completion criteria.

Any updates to this SOW shall only be considered as documented through the Change Order process (see Appendix A) throughout the duration of the Project.

A.1. SOW Definitions

Unless otherwise defined in this SOW, capitalized terms and acronyms used herein will have the meanings assigned to them in the Agreement. The following defined terms are in addition to those defined in the Agreement and apply only with respect to this SOW.

Term	Definition
Acceptance Criteria	The acceptance criteria set forth in Section L of this SOW
Advanced Shipment Notification (ASN)	The data file provided by [REDACTED] to AVANGRID listing individual serial numbers, part numbers, Unit Test results and other manufacturing information. This file can be used by AVANGRID's asset management system to populate Electric Meter and Gas Module serial numbers before installation.
AMI	Advanced Metering Infrastructure
AMM	Advanced Metering Manager, part of the Headend UtilityIQ Suite Software
API	Application Programming Interface
As Built Network Design	During deployment and mitigation related field activities, the Planned Network Design is continually updated through System Acceptance with the final design being the As Built Network Design.
Available Meter/Endpoint	A Meter or Endpoint which meets the following criteria: (a) the Endpoint, if installed by Avangrid, has been properly installed and has power, (b) Avangrid has provided all necessary and correct information for [REDACTED] to properly provision the Endpoint in [REDACTED] data collection platform, UIQ (c) the Endpoint is communicating with [REDACTED] data collection platform and a register read has been received from the Endpoint for three (3) consecutive days. An Endpoint will not be considered an Available Endpoint if any of these conditions have not been met; or (a) if an exception is detected by [REDACTED] or reported by Avangrid but the exception cannot be resolved remotely (b) the Endpoint if it is under field investigation, or (c) carrier outages.
BC	Business consultant
Business Requirements and Solution Design (BSRD)	Documentation that maps the requirements to key design decisions that reflect how these requirements will be implemented within the MDMS.
COSEM	Companion Specification for Energy Metering. Used in reference to the DLMS Users Specification.
CRM&B	SAP Customer Relationship Management and Billing

Term	Definition
CSR	Customer Service Representative
Cust Part	An [REDACTED] customer-specific (i.e., utility and/or project specific) part number identifying a specification that documents Endpoint manufacturing parameters for hardware, programming, and firmware version.
Deliverable	Any deliverable identified in this SOW. Note, however, that for purposes of this SOW, a distinction is drawn between "Deliverable (D)," meaning project documents that do not require sign-off, and "Signed Deliverable (SD)," meaning key project document that require AVANGRID sign-off.
Electric Meter	A Gen 5 Riva Meter or equivalent – single phase or polyphase electric meter described on the Pricing Summary.
Electric Only and Combo Territory	That portion of the electric only and electric and gas combination service territory included within [REDACTED] network design for the Project, excluding the Interoperability Territory
Endpoint	An Electric Meter or the Gen5 550G gas ERT® Module.
Enhanced Network Design	[REDACTED] modifications to the Initial Network Design that will be performed after [REDACTED] performs site surveys of the field network locations and conditions
ESB	Enterprise Service Bus
FAN	Field Area Network
FDM Tools	An [REDACTED] tool used in the field and meter shop to investigate Electric Meters that is used to push firmware, configure an Electric Meter, extract log files, investigate performance, as further described in the [REDACTED] user guide. FDM Tools is distinct from the overall Field Deployment Manager application.
First Article Testing (FAT)	A required AVANGRID approval process to ensure the proper operation and physical appearance in accordance with each Cust Part specification before manufacturing full production lots of that Cust Part
FWU	Firmware Upgrader, part of the Headend UtilityIQ Suite Software
GIS	Geographic Information System.
Go-Live	Software is ready for production use and AVANGRID has approved Software acceptance for this SOW.
Integration Design Document (IDD)	Document that describes the interface and data migration design, data map, design assumptions, maintenance and testing requirements. Outlines information so that the Project team has a clear understanding on how the interface was designed so they can test the interface, maintain the interface (if applicable) and troubleshoot any problems.
HES	Headend System (HES) as used in this SOW shall mean the [REDACTED] UtilityIQ Suite AMI Headend Software as configured and implemented for AVANGRID's NY AMI Solutions Program
IEE MDM	[REDACTED] Enterprise Edition Meter Data Management (IEE MDM) is [REDACTED] meter data management (MDM) Software.
Index Read	A recorded energy value as collected from the gas module
Initial Network Design	Modifications made to the Preliminary Network Design based on the most recent Avangrid information
Interval Read	A continuous measurement of energy at pre-determined periods of time recorded by the Electric Meter.
IPsec	Internet Protocol security
ISAIM	[REDACTED] SAP AMI Integration Module (ISAIM) is a Software integration module for CRM&B. This set of webservices will handle uses cases like meter provisioning and the billing request/response process.

Term	Definition
ISM	Security Manager Software
Access	portal that is made available to customers to securely download Software and related Documentation including detailed product information, FAQs, and to submit service requests.
Advantage Methodology	methodology for defining, designing, building and testing the HES by phases.
JUA	Joint Use Agreement or might refer to as pole attachment agreement.
Key Personnel	Key Personnel as referenced in this SOW.
KeySafe	A tamper-resistant Hardware Security Module (HSM) that enables the secure storage and processing of all cryptographic keys and certificates used by the Contractor UtilityIQ application suite.
MDMS	Meter Data Management System (MDMS), as used in this SOW shall mean the IEE MDM Software as configured and implemented for AVANGRID's NY AMI Solutions Program
Missed Read Retry (MRR)	A configurable process by which UIQ will automatically attempt to interrogate and retrieve missed data from Electric Meters.
MPC	Meter Program Configurator, part of the Headend UtilityIQ Suite Software
OMS	Outage Management System
Onboarding Guide	A standard document that is used for onboarding Project resources and includes items such as: network access, facilities, dress code, background checks, etc.
Operational Readiness	AVANGRID is equipped to manage the daily operations of the HES.
Optimization	The procedure by which the network design, Network Equipment configuration and implementation have been validated for the Endpoint locations installed under the SOW's by performing active and passive tests to identify Endpoints / service points for which performance meets the Service Levels upon which the Parties have agreed (such Endpoints / service points would be considered "Optimized"), and (2) identify Endpoints / service points that do not meet such performance Service Levels so that they will be not be considered "Optimized". Optimization will be executed in the Optimization Area after initial Integrated Meter installation reaches a to be agreed upon saturation percentage and all Network Equipment required by the Enhanced Network Design for the area have been installed and validated. Optimization may result in the placement of additional, or relocation of existing, Network Equipment in the area, to meet Service Level Agreements
Optimization Area	A contiguous area (Sector) agreed to by and Avangrid used for Optimizaiton
PCD	Program Configuration Document, document that describes the final configuration as built.
PM	Project Manager
Preliminary Network Design	network design submitted as part of the RFP response to Avangrid
Project	HES Implementation for AVANGRID's NY AMI Solutions program
Project Plan	The schedule for the provision of the Professional Services and Deliverables in accordance with the requirements set out in this SOW that will be created in the define phase. The Project Plan includes all aspects, define, design, build, deploy and transfer, of the HES implementation
Provisioned	An Electric Meter or Endpoint that is located in an area of the FAN which is in any of the following operation states within the UIQ System: "active", "inactive", or "disconnected" and which has been Optimized, but which is not: (i) in a 'discovered', "installed", "initilazing", "unreachable" or "init_failed" state; or (ii) considered to be in the process of being deployed.
Register Read	A recorded energy value as collected from the Electric Meter.
Sector	A contiguous geographic subset of the Avangrid service territory that identifies how deployment will be executed.

Term	Definition
Sector Acceptance	Means the written approval by Avangrid to [REDACTED] that all SLA's and requirements have been met for that Sector
SIT	System Integration Testing
Smart Grid	Automation and remote-control technology applied to the electricity grid in order to improve energy efficiency. The technology allows for two-way communication between the utility and the customer.
System	The capitalized term System without any modifier shall refer to the Headend System (HES) in this SOW.
Technical Architecture Design (TAD)	An Signed Deliverable provided by [REDACTED] and used during the design phase to outline the computing environment of the HES. When complete and accepted, the TAD documents the technical and server environment, the HES configuration and the entity relationship diagram.
TC	Technical Consultant
TLS	Transport Layer Security
User Acceptance Testing (UAT)	Following SIT, this testing combines both functional and structural system testing to verify that the developed HES works-as-a-whole. The objective is to ensure that the HES designed is structurally sound and will function correctly.
UtilityIQ (UIQ) Suite	[REDACTED] Headend Software suite that consists of AMM, MPC, FWU, KeySafe, and ISM
Virtual Private Network (VPN)	A point-to-point connection between disparate networks that ensures the appropriate level of security to the connected systems when the underlying network infrastructure alone cannot provide it.
Wide Area Network (WAN)	The communication solution provided by AVANGRID between FAN and the UIQ. Options may include General Packet Radio Services (GPRS), Single Carrier Radio Transmission Technology (1XRTT), Wi-Max, fiber, broadband over power line (BPL), Wi-Fi or Internet Protocol (IP) over Ethernet.
Web Service Device Language (WSDL)	An XML-based interface definition language that is used for describing the functionality offered by a web service.
Web Services Reference Guide	[REDACTED] Webservice Guide that describes the functionality of the web services.
XML	Extensible Markup Language used to describe data.

B. Document Controls

B.1. Document Record

Date	Author	Version	Change Reference
10/13/2020	██████ Services	1.0	Initial Draft
10/29/2020	██████ Services	1.1	Comments from Avangrid and meeting 10/23
11/21/2020	██████ Services	1.2	Comment from Avangrid meetings
11.24.2020	██████ Services	1.3	Comments from Avangrid Meetings
12/9/2020	██████ Services	1.4	Comments from Avangrid and ██████ Legal Review
12/15/2020	██████ Services	1.5	██████ Legal Review updates
12/21/2020	██████ Services	1.6	Avangrid Legal Review updates

B.2. Reviewers

AVANGRID:

Name	Sign-off Required?	Position
Paul Sisson		NY AMI Program Manager
Paul Booker		NY AMI HES Sr. Technical Project Manager

Name	Sign-off Required?	Position
Adam Broderick	No	Sr Technical Program Manager
Richard A. Coblens	No	Portfolio Account Manager
Joe Mellusi	No	Enterprise Client Executive
Craig Raivitch	No	Portfolio Account Manager
Udo van Rijssen	No	Director Solutions Delivery
██████ Global Managed Services	No	
██████ Legal	Yes	

B.3. Document Owner

This document contains information that is confidential and proprietary to ██████ who is the document owner and is responsible for developing and maintaining this document, and to AVANGRID. It is understood that this document is for the

purposes of the Project. This document or portions thereof should not be referred to, re-produced, distributed or utilized in any manner outside of the project's needs, without prior written consent of [REDACTED] and AVANGRID.

C. Authorization

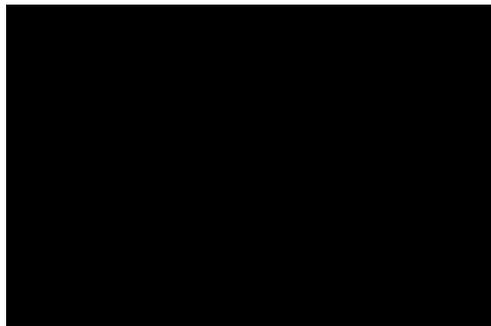
AVANGRID and [REDACTED] agree to the terms of this SOW and by signing below, AVANGRID authorizes [REDACTED] to perform the Professional Services detailed herein.

AVANGRID	
Authorized Signature	
Printed Name	
Title	
Date	

Please Complete:
SOW Identifier: Headend System Implementation for NY AMI Solutions
CUSTOMER Name: Avangrid Service Company
SOW Point of Contact: [REDACTED] Services
Date Created: 12/21/2020
Version: 1.6

Please e-mail a PDF file of the signed SOW to the contact below. E-mailing only the signature page is acceptable. A fully executed copy will be returned to AVANGRID electronically in PDF format by e-mail.

If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number to Name. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.



D. Project Overview

D.1. Project Summary

AVANGRID is deploying [REDACTED] Advanced Metering Infrastructure (AMI) system based on the Gen5 IoT network ("Solution"). The Solution consists of Gen5 Riva Electric Meters, Gen5 Riva Smart NIC, Gen5 550G ERT Modules, [REDACTED] Network Equipment, UtilityIQ Suite, [REDACTED] Enterprise Edition Meter Data Management (IEE MDM) Software, and other solution components.

This SOW sets out the requirements and responsibilities for the implementation of the Headend System (HES) aspect of the overall Solution. The implementation of the HES will be in a staged approach; starting with a Project kick off meeting that is driven by [REDACTED] and supported by the full Project team followed by the development of the system requirements through workshops and stakeholder meetings, establishing the technical design requirements and performing all of the planning required to prepare for the implementation of the System as further defined within this SOW. Based on the requirements outlined in the BSRD, the provision of the Deliverables, back office systems and integration with other AVANGRID systems is then completed in order to prepare the environment for the deployment of the Network Equipment, Electric Meters, and Gas Endpoints.

The responsibilities of each Party are detailed within this SOW. At a very high level, the AMI Project includes the procurement of Electric Meters, Gas Endpoints, Network Equipment, the [REDACTED] Software and the support for the integration of the AMI solution with all corporate systems involved.

As part of the AMI program [REDACTED] will perform work under multiple statements of work that will each have specific Deliverables for the program. The following describes at a high level the scope of four SOWs.

- The Managed Appliance Installation SOW describes the effort to setup the hardware for the Headend solution as well as the installation of the [REDACTED] Software for two managed appliances, five (5) environments; development, (Sandbox (Test), Full Scale Test, Production and Disaster Recovery).
- The Headend System Implementation SOW describes the effort to configure, integrate and test the Headend Software as part of the AMI Program. The effort includes requirements and design session to ensure the solution meets AVANGRID's requirements as defined in the BSRD.
- The Meter Data Management Implementation SOW describes the effort to install, configure and test the IEE MDM Software. The scope also includes the design and integration of the IEE MDM with the SAP CRM&B system.
- The Interoperability SOW describes the Deliverables and process to implement Avangrid's requirements for standards-based interoperability. A second Order Document will be created which will have the Interoperability SOW as an Attachment.

AVANGRID's NY AMI Solutions program consists of the implementation of approximately 1.3M Electric Meters and 600K Gas Endpoints. As part of the overall program implementation [REDACTED] will implement the Utility IQ Suite Headend system in Managed Appliance environments, as well as the [REDACTED] Enterprise Edition Meter Data Management System on Avangrid-provided hardware.

The implementation of the HES includes approximately 1.2M residential electric meters, approximately 100K commercial and industrial Electric Meters and, and 600K Gas Endpoints. The Headend Software applications will be installed at AVANGRID's Vestal Data Center, Disaster Recovery will be located in the Kirkwood data center. noted.

The Project will be delivered in accordance with the Project timeline in Section H.1 ("Project Timeline") of this SOW following the [REDACTED] Advantage Methodology. The System will be defined, designed, built and tested as further defined within this SOW and is being implemented to:

1. Achieve the commitments outlined in this SOW
2. Meet the requirements defined in the BSRD

E. Project Scope

E.1. Professional Services

The scope of the AMI Project includes the following Professional Services as described more specifically throughout the SOW. Specific Professional Services, Deliverables and Milestones are set out in Section H.1 (“Project Timeline”) of this SOW.

██████████ will:

- Deliver Program and Project Management following the ██████████ Advantage Methodology.
- Configure and validate proper installation and configuration of the following ██████████ Software:
 - Utility IQ Suite
 - Advanced Metering Manager (AMM)
 - Meter Program Configurator (MPC)
 - Firmware Upgrader (FWU)
 - ██████████ Security Manager (ISM)
 - KeySafe
 - FDM Tools (used for local/Wi-Fi access to meters for troubleshooting and configuration and gas endpoint programming)
 - Integration to DI headend components and DI App Store (cloud), see reference document in Appendix J (“DI Platform Architecture”)
 - Make the system available for Locational Awareness DI application for Avangrid to download to ██████████ Electric Meters
 - Configure HCM Service to provision the Wifi radio on the Electric Meter
- Configure and perform functional testing of the ██████████ Software in five (5) environments; development, sandbox (test), Full-Scale Test (FSTE), production, and Disaster Recovery
- Participate in meetings, provide guidance on standard adaptors, provide support planning and input for the implementation, business process development and testing of integration between the CRM&B, GIS and Siemens Outage Management System (OMS) using or direct file transfer.
- Provide technical support to customer communications for private and public meetings and hearings related with the AMI deployment in NY.

System requirements gathering/verification and design (business, technical, data migration, integration).

Scale and configure the Headend Software to collect 5 minute and 15 minute interval data for every meter every 15 minutes and export the interval and register data to the IEE MDM.

- Provide operations training, documentation, guidance and support AVANGRID with the process of importing all of the manufacturing files into ██████████ Software and third-party Software, including but not limited to AMM, MPC, FWU, ISM, etc.
- Deliver “train the trainer” training and associated Documentation to support the following minimum needs:
 - AVANGRID’s ability to perform all testing outlined in Section E.3 (“Testing Scope”) of this SOW as AVANGRID responsibility.
 - AVANGRID ability to utilize and operate the System.

- AVANGRID ability to install and operate the Access Points, Relays and SocketAP's.
- AVANGRID's ability to perform troubleshooting on Electric Meters, Gas Endpoints, Network Equipment and all components of the System. Deliver all Documentation related to the installed HES.
- Collect interval, register and event data from the Aclara meter.
- Perform site survey with AVANGRID for Access Point deployment. Support AVANGRID with the installation and commissioning of the Access Points
- Field implementation manager support for the first year of the deployment.
- Field Engineering support for Tier 2 field issues.
- Deliver meter configuration support and workshops for all meter form factors (residential, commercial, industrial and bellwether).
- Support the Endpoint configuration for Gas Endpoints
- Perform System Integration Testing of the HES with the IEE MDM
- Provide support for System Integration Testing,of the HES with CRM&B,and Siemens OMS
- Provide support for System Integraion of configuration data (MDI) and Distributed Equipment Hierarchy (DEH) for DI Cloud Application.
- Avangrid will perform theSystem Acceptance Testing and User Acceptance Testing of the HES
- [REDACTED] will perform back office network analysis in Saturated sectors to aid in the Sector Acceptance achievement for all AVANGRID sectors (estimate around 62 sectors).
- Perform Enhanced Network design based on the assumptions defined in Appendix I ("Network Design Assumptions"), FAN design workshop of this SOW and site surveys performed.
- Deliver a secure, working System that meets the requirements outlined in the BSRD and complies with [REDACTED] standard published specifications.

E.2. [REDACTED] Solution Components

This section outlines the solution components to be delivered to AVANGRID. All quantities are approximate and intended only to indicate general Project scope. **Actual quantities will be determined in accordance with mutually agreed Pricing Summary and Purchase Order documents.**

Solution Component	Scope Included:
Utility/IQ Software, Third Party Software and Equipment	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Utility IQ Suite <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Advanced Metering Manager (AMM) <input checked="" type="checkbox"/> Meter Program Configurator (MPC) <input checked="" type="checkbox"/> Firmware Upgrader (FWU) <input checked="" type="checkbox"/> Field Deployment Manager <ul style="list-style-type: none"> <input type="checkbox"/> Work Order and Inventory for Gas <input checked="" type="checkbox"/> FDM Tools <input checked="" type="checkbox"/> [REDACTED] Security Manager <p>*All components will be [REDACTED] standard including accessories and cables. Any special requests will be considered a Change Order requirement.</p>

Solution Component	Scope Included:
Meters, Endpoints and Equipment	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> █████ Gen5 Riva– Singlephase & Polyphase Meters <input checked="" type="checkbox"/> █████ Gen5 550G ERT– Gas Endpoints <input checked="" type="checkbox"/> █████ Cellular Gen5 550G ERT– Cellular Gas Endpoints <input checked="" type="checkbox"/> Access Points (AP) <input checked="" type="checkbox"/> SocketAP's <input checked="" type="checkbox"/> Repeaters <input checked="" type="checkbox"/> Aclara with Gen 5 Riva communications <p>*All components will be █████ standard including accessories and cables.</p>
Distributed Intelligence	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> DI headend components and DI App Store

E.3. Testing Scope

The following test phases will be undertaken in accordance to the timeline as defined in Section H.1 (“Project Timeline”) of this SOW to ensure that the System achieves the required Acceptance Criteria. In cases where AVANGRID is listed as responsible for the testing, █████ will support AVANGRID in the testing process but AVANGRID will lead the process and provide the resources to perform the testing.

Test Phase	Description	Responsibility	Comments
Electric Meter/Gas Endpoint First Article Testing (FAT)	<p>Testing by AVANGRID to verify Electric Meter and Gas Endpoint functionality per █████ Documentation. The Access Point must be operational to validate communication with the Headend System</p> <p>System Reporting capabilities verification requires the use of Utility IQ Suite.</p> <p>Encryption testing requires the use of the ISM. The ISM must be in place for the testing to be performed with Utility IQ Suite</p> <p>The KeySafe must be set up for the use of certificates.</p> <p>Testing is performed in the environment as determined in the testing strategy and plan which is developed through a mutual effort in the design phase.</p>	AVANGRID	<p>Testing begins in the design phase and includes testing of each meter form, Gas Endpoint configuration Test should include configuration planned for each required environment.</p> <p>This is the first testing that occurs and requires sign off from AVANGRID.</p> <p>Typical duration for completion is 2 weeks.</p>
Access Point, Relays and SocketAP	<p>Testing by AVANGRID to verify that the configuration from UIQ is being pushed down to the Access Point. Testing is typically performed on one or two Access Points (in the Test and Production environments).</p> <p>Conceptually, this testing can be compared to first article testing for meters. Once this testing is completed, then Access Points are put into the production schedule for manufacturing.</p> <p>Testing is performed in the environment as determined in</p>	AVANGRID	<p>Testing begins in the design phase and is completed prior to meter deployment.</p> <p>Typical duration for completion is 2 weeks.</p>

	the testing strategy and plan which is developed through a mutual effort in the design phase.		
Functional Acceptance Testing	<p>Testing by ██████ of Equipment and ██████ Software to validate compliance requirements gathered in the requirements phase and documented in the BSRD Test cases listed in Appendix D (“Functional Test Cases”) will be performed as part of Functional Acceptance Testing</p> <p>Testing is performed in the Full Scale Test Environment environment with a small volume of Access Points, Relays SocketAP’s, and meters in the lab.</p>	██████	<p>Testing begins after the installation and configuration of ██████ Software.</p> <p>██████ performs the testing, AVANGRID participates in the execution of tests as part of knowledge transfer.</p> <p>Typical duration for completion is 2 to 4 weeks.</p>
System Integration Testing (SIT)	<p>Testing by AVANGRID. ██████ supports AVANGRID in the verification that the API is exposed, functioning properly and delivered the information as outlined in the applicable web services documentation.</p> <p>The scope, test cases and objectives for integration testing will be defined under this SOW and the agreed upon APIs will be tested.</p> <p>Testing takes place in the Full Scale Test environment and once approved, the code is then promoted to the Production environment.</p>	AVANGRID	<p>Testing begins after Functional Acceptance Testing is completed and integration development work is deemed ready for testing.</p> <p>Typical duration for completion is 3 to 6 weeks.</p>
User Acceptance Testing (UAT)	<p>End to end testing by AVANGRID following System Integration Testing. This testing combines both functional and structural system testing to verify that the developed System works as a whole. The objective is to ensure that the System designed is structurally sound and will function correctly in accordance with the requirements documented in the BSRD.</p> <p>Testing is performed in the Test environment.</p> <p>User Acceptance will need to be completed before Electric Meter/ Gas Endpoint deployment start.</p>	AVANGRID	<p>Testing begins in the transfer phase, after System Integration Testing is completed and is the validation of the back office / software acceptance.</p> <p>Typical duration for completion is 3 to 6 weeks.</p>
FAN and WAN Connectivity Test	<p>Testing by ██████ during the FAN site survey process for the locations of the Access Points. During this testing, ██████ measures the signal to noise ratio, dBm level for the noise floor, etc. as part of the determination of network coverage. The noise floor must be below -100 dBm for the location to be considered acceptable for the installation of the Network Device.</p>	██████	<p>This testing may occur concurrently with other test streams once the Planned Network Design has been developed.</p> <p>Testing is performed throughout the FAN deployment window</p>
Access Point Acceptance Testing	<p>Testing that will occur after communications between the Utility IQ Suite and the Access Points is validated as functioning, this is a measurement of the communications between the Utility IQ Suite and the Access Points.</p>	AVANGRID	<p>This testing takes place as each Access Point is installed in the field and is measured by whether the Access Point is communicating with the Utility IQ Suite. ██████ will support AVANGRID for the first six (6) months with this testing to</p>

			ensure AVANGRID is comfortable with the process
Sector Acceptance Testing	Testing by AVANGRID where AVANGRID accepts the operational responsibility for the Sector based on the Acceptance Criteria listed in Section L.3 ("Sector Acceptance")	AVANGRID	
Lot Acceptance Testing upon receipt for Electric Meter	Testing by AVANGRID performed in the meter shop on a certain percentage of meters (as defined by AVANGRID) every time a shipment is received to verify meter functionality (would follow the utility's normal onboarding process for accepting meter shipments).	AVANGRID	



E.4. Equipment

For the AMI Project, AVANGRID will purchase quantities specified in the Pricing Summary subject to Order Document #1 Section 6 ("Network Price Guarantee"). If quantities change as a result of the Enhanced Field Network Design or the Final Field Network Design due to Project-specific information not available to [REDACTED] at the time of Initial Network Design, AVANGRID will purchase additional quantities of Equipment as are identified at each of those steps.

The quantities listed in Pricing Summary are expected field deployment quantities based on the network design assumptions listed in Appendix I ("Network Design Assumptions").

AVANGRID will maintain spare inventory for the Project. [REDACTED] recommends ordering at least 3% spares for Electric Meters and Gas Endpoints, and 5% additional AP's, SockAP's and Repeaters for Network Equipment.

F. General Project Comments & Clarifications

Below are general project comments and clarifications in which both [REDACTED] and AVANGRID agree will be adhered to for the duration of the project. Changes to any of these comments and clarifications will be agreed in accordance with the Change Order process defined in the SOW.

1.	All [REDACTED] system data inputs will be formatted per [REDACTED] specification and provided in an electronic format by AVANGRID. [REDACTED] will work with AVANGRID to define the necessary scope allocation within the Project's defined hours for integration of data inputs.
2.	AVANGRID is responsible for data quality and cleansing, to ensure integration challenges are minimal.
3.	No customization of [REDACTED] Software will occur unless otherwise stated in the SOW. (For example, UI changes, reports, extracts, interfaces, etc.)
4.	Scope, effort, price and timeline may be altered due to requirements changes or the results of detailed requirements gathering. Any scope not specially identified in this SOW is expressly excluded. Any changes will be documented and managed via Change Order process.
5.	[REDACTED] and AVANGRID will mutually agree on the level of effort to develop standard operating procedures, once total scope of SOP's is understood a Change Order might be required
6.	AVANGRID will furnish all facilities and related support that are required by [REDACTED] personnel engaged to perform the Professional Services. For example: Access to the buildings where the work will be performed, network access, a location to perform work (desk). [REDACTED] will comply with Avangrid CIP Protocols and Standards when accessing Avangrid facilities to include escorted access in CIP governed areas.
7.	Project related Professional Services under this SOW include a combination of on-site and remote support by [REDACTED]. In all cases, [REDACTED] is obligated to provide resources required to meet Deliverables outlined in this SOW. Resource travel time will accommodate arrival on Monday morning and return on Thursday evening unless remediation of an issue is in progress. Schedule to be determined by [REDACTED] Project Manager in collaboration with AVANGRID Project Manager. On-site support outside these standard hours will be provided as mutually agreed.
8.	[REDACTED] will act as the coordinator, facilitator, and editor of the Deliverables in this SOW. All project resources will use [REDACTED] methodologies, [REDACTED] tools and [REDACTED] templates. Much of the content of these documents is to be provided by [REDACTED] and AVANGRID personnel, individually or via workshops. Delivery quality and schedule is dependent on all parties meeting task schedules and delivering quality content.
9.	[REDACTED] will provide AVANGRID team members with an electronic copy of a standard set of system documentation which shall include user guides, training materials, and where applicable, designs for AVANGRID's use in preparing for and executing the project.
10.	As part of the onboarding process, AVANGRID and [REDACTED] will mutually agree on the use of SharePoint or another method for Project documentation management.
11.	AVANGRID is responsible for the Network backhaul for the Access Points. AVANGRID is responsible to maintain a less than 250ms latency and under 1% communication packet loss measured from the Utility IQ Suite server to the Access Points units. AVANGRID is responsible for monitoring, diagnosing and resolving any non optimal RF or cellular interference post site survey analysis.
12.	[REDACTED] will build as part of the Managed Appliance Statement of Work the following environments: Dev, Sandbox(test), Full Scale Test (FSTE), Production and Disaster Recovery. [REDACTED] will configure and integration with AVANGRID support all environments
13.	First Article testing will be done in 2 environments, Test and Production. Development system will not have any meters but will have API's and web services to test integration.

14.	Residential electric and all gas customers will be billed on registers/meter reads, Intervall billing will be implemented after Go-Live of this scope of work in Q2 2023
15.	█████ provides implementation for all meter form configurations, and Gas Endpoint configurations
16.	AMI interactive use cases like on-demand read, remote connect/disconnect will be issued from the IEE MDM user interface, CRM&B and Siemens Spectrum Outage Management System
17.	█████ will provide mutually agreed integration support in the form of testing support and integration design support. Some development work can be part of this scope.
18.	AVANGRID is responsible for meter investigation requirements. █████ Global Managed Services provide remote support for network operation analysis and desktop investigation of non-registered or non-reporting meters for the duration of the project. Field investigations are the responsibility of AVANGRID.
19.	Requirements for both operating companies (NYSEG & RGE) will be completed together during the workshops.
20.	Full time implementation manager has been included for first year of deployment. █████ and AVANGRID will review time commitment of implementation manager in year 2-3 or 2-4.
21.	Field support / mitigation will largely be completed by customer. █████ has included 40 hours a month for a field engineer for the first year to support AVANGRID with field issues.
22.	All permits, drawings, JUA, etc. associated with installation and maintenance of network equipment will be obtained by AVANGRID. █████ has not included any costs associated with this activity.
23.	Tracking of Firmware will be done outside of Utility IQ.

G. Project Resources – Roles & Responsibilities

The section below identifies the [REDACTED] and AVANGRID roles and responsibilities required for this project delivery and the associated work as identified in this SOW.

G.1. Comments & Clarifications

1.	[REDACTED] and AVANGRID will provide suitably trained and skilled resources to support the project to the effort and timeline agreed upon by both parties. AVANGRID's Technical and Business resources shall be fully familiar with their present IT Operations as it relates to the solution components.
2.	The [REDACTED] PM assigned to this project is responsible for management of all [REDACTED] resources and the associated work schedule used for this project. This may include onsite and/or remote activity, schedule and responsibilities. [REDACTED] resources listed may be either onsite or remote, full-time or part-time, as determined by the [REDACTED] Project Manager.
3.	[REDACTED] will provide resumes for all resources ahead of resource assignment. Based on the provided resumes [REDACTED] will build the team to support AVANGRID's NY AMI program.
4.	If AVANGRID requests an [REDACTED] resource change on the project, the schedule may be impacted. [REDACTED] will assess the impact and adjust the schedule accordingly.
5.	Should any named resources become unavailable due to any reason, a suitable and trained alternative will be provided. Effort will be taken to minimize any schedule delay or impact in any resource transitions.
6.	No other service delivery responsibilities or work requirements will be provided beyond that described below without detailed identification and formal agreement by both parties through the Change Order process.
7.	Delivery quality and schedule is dependent on all parties meeting task schedules and delivering quality content.
8.	[REDACTED] will identify and be responsible for any 3 rd party contractors/resources contracted by [REDACTED] for the project.
9.	[REDACTED] has provided a bucket of hours for integration that does not contemplate the effort that may be required for participation in extensive workshops with a System Integrator; however, does allow for participation in meetings within reason. [REDACTED] has included a RASCI document found in Appendix G that reference the [REDACTED] integration responsibilities scope

G.2. [REDACTED] Project Resources

[REDACTED] Role	Responsibilities	Name	Allocation
Program Manager	AMI Project sponsorship at executive level Responsible for overall executive communications Attends AVANGRID specific executive meetings Point of escalation for issue/risk resolution Overall Project accountability Responsible for AMI Project strategy, planning, staffing and financials Supports [REDACTED] Project Manager, with internal activity requirements Typical IT network access requirements Guest Wi-Fi	Adam Broderick (Key Personnel)	

Role	Responsibilities	Name	Allocation
Project Manager (PM)	<p>Responsible for overall onsite [REDACTED] AMI Project delivery management as it relates to the [REDACTED] Deliverables and responsibilities described in the SOW including:</p> <ul style="list-style-type: none"> - Manages and schedules [REDACTED] Project resources - Secures [REDACTED] resources for work - Manages scope and Project planning - Manages AMI Project financials - Manages the [REDACTED] AMI Project schedule - Manages AMI Project reporting ([REDACTED] standard weekly report) - Manages the reporting of [REDACTED] resource hours expended on AVANGRID's Project on a weekly basis - Manages and reports on [REDACTED] related issues and risks - Manages the Change Order process set out in the General Terms and Conditions - Manages the contract/SOW - Responsible for [REDACTED] internal management tasks and reporting <p>Responsible for [REDACTED] policy management for Project resources</p> <p>Typical IT network access requirements:</p> <ul style="list-style-type: none"> o Network Access o Access to Internet o Access to Project reporting site (SharePoint) e VPN Access to allow for remote work 	TBD (Key Personnel)	
Solution Architect (SA)	<p>Oversees IT architectural design, IT system requirements, and environment design requirements across the System.</p> <p>Point of contact for SA requirements including IT hardware, sizing, security, business processes</p> <p>Delivers IT system requirements (workshops)</p> <p>Develops and finalizes the TAD (Technical Architecture Design) document</p> <p>Provides requirements for SNI system functional, scalability and hardware sizing</p> <p>Provides requirements and validates the [REDACTED] Software functional, scalability and hardware sizing</p> <p>Typical IT network access requirements:</p> <p>Network Access</p> <p>Access to Internet</p> <p>Access to Project reporting site (SharePoint)</p> <p>VPN Access to allow for remote work</p>	TBD	
Business Consultant (BC)	Provides: System Capabilities Overview	TBD (Key Personnel)	

Role	Responsibilities	Name	Allocation
	<p>Facilitates business requirements gathering (BSR/D)</p> <p>Supports AVANGRID in their development of test cases/scripts.</p> <p>Supports AVANGRID in the development of a Deployment Readiness Plan or its evaluation prior to production cutover or Go-Live.</p> <p>Provides initial Training Overview and training support material.</p> <p>Provides any additional product documentation.</p> <p>Support for █████ related SW testing activities (functional and/or integration testing).</p> <p>Typical IT network access requirements:</p> <p>Network Access</p> <p>Access to Internet</p> <p>Access to Project reporting site (SharePoint)</p> <p>Access to the applications to support testing and configuration of the System</p> <p>VPN Access to allow for remote work</p>		
Technical Consultant (TC)	<p>Provides technical services, support and assistance:</p> <p>IT Product Implementation Lead</p> <p>Provides Project technical evaluation / architecture input.</p> <p>Data workflow</p> <p>Configuration modifications (PCD)</p> <p>Systems integration support</p> <p>Scalability and security</p> <p>Installs, configures and test Software</p> <p>Upgrade recovery planning</p> <p>Supports:</p> <ul style="list-style-type: none"> ○ Requirements gathering ○ Review of test cases ○ Test plan preparation ○ Technical Issue evaluation/resolution ○ Technical Training activities ○ Verify results meet objectives ○ Review of Operational Readiness <p>Leads Production upgrade and cutover.</p> <p>Provides “Go-Live” technical support.</p> <p>Assists with System tuning, triage and performance analysis from the office via Utility IQ Suite to</p>	TBD (Key Personnel)	

Role	Responsibilities	Name	Allocation
	<p>support FAN optimization and acceptance activities.</p> <p>Typical IT network access requirements:</p> <ul style="list-style-type: none"> Network Access Access to Internet Access to Project reporting site (SharePoint) Access to the applications to support testing and configuration of the System Access to the application servers to retrieve logs and verify services. VPN Access to allow for remote work 		
Support Specialists	<p>Provide remote or onsite support requirements as determined necessary for items such as IT solution security, database support, system integration, troubleshooting, engineering analysis, training support, transition/production support, etc.</p> <p>Note that most of the work performed by this resource is security related and there may be two support specialist resources utilized on the AMI Project.</p> <p>Typical IT network access requirements:</p> <ul style="list-style-type: none"> Network Access Access to Internet Access to Project reporting site (SharePoint) Access to the applications to support testing and configuration of the System Access to the application servers to retrieve logs and verify services. VPN Access to allow for remote work 	TBD	
RF Network Designer / Analyst	<p>Performs all FAN design work. Updates to Planned Network Design as required based on actual deployment of Network Equipment and Cellular Meters. Work with AVANGRID to select and optimize Access Points locations in mutual consideration of backhaul design.</p> <p>Typical IT network access requirements:</p> <ul style="list-style-type: none"> Network Access Access to Internet Access to Project reporting site (SharePoint) Access to the applications to support testing and configuration of the System VPN Access to allow for remote work 	TBD	
Implementation Manager	<p>Support the startup of the deployment for the installation of Network Equipment.</p> <p>Typical IT network access requirements:</p>	TBD	

Role	Responsibilities	Name	Allocation
	<p>Network Access</p> <p>Access to Internet</p> <p>Access to Project reporting site (SharePoint)</p> <p>VPN Access to allow for remote work</p>		
Field Engineer / Technician(s)	<p>Support for development of Network Equipment installation standards and maintenance planning.</p> <p>Supports first article acceptance and configurations for meters</p> <p>Provides field support for the site survey process by reviewing the selected locations identified in the Planned Network Design.</p> <p>Identify potential better alternatives for Network Equipment.</p> <p>Supports the utility engineer by determining the activities required to make the location ready for Network Equipment; this may include verification of mounting equipment required at the location.</p> <p>Typical IT network access requirements:</p> <p>Network Access</p> <p>Access to Internet</p> <p>Access to Project reporting site (SharePoint)</p> <p>Access to the applications to support testing and configuration of the System</p> <p>VPN Access to allow for remote work</p>	TBD	
Trainer	<p>Works with AVANGRID to define the training plan</p> <p>Prepares training materials for AVANGRID</p> <p>Provide Training on sessions identified in section K.2 ("Training Types and Curriculum")</p>		
Technical Consultant – UIQ	<p>Validate the installation of UIQ</p> <p>Validate the communications of the Access Points with the Utility IQ Suite</p> <p>Supports and documents the registration process of the AP's</p> <p>Typical IT network access requirements:</p> <p>Network Access</p> <p>Access to Internet</p> <p>Access to Project reporting site (SharePoint)</p> <p>Access to the applications to support testing and configuration of the System</p> <p>Access to the application servers to retrieve logs and verify services.</p> <p>VPN Access to allow for remote work</p>		
Integration Consultant	<p>Responsible for the creation of the Interface Design Document.</p>		

Role	Responsibilities	Name	Allocation
	<p>Provide remote or onsite support to gather requirements for the system integration between CRM&B, Siemens OMS, IEE MDM, and Utility IQ Suite, validation of the design, and the troubleshooting support of the interface during testing phase</p> <p>Typical IT network access requirements: Network Access Access to Internet Access to Project reporting site (SharePoint) Access to the applications to support testing and configuration of the System Access to the application servers to retrieve logs and verify services VPN Access to allow for remote work</p>		

G.3. AVANGRID Project Resources

AVANGRID Role	Responsibilities	Name
Project Sponsor	<ul style="list-style-type: none"> - Drives Project Charter for AVANGRID - Provides suitably trained and skilled resources - Provides issue/risk oversight - Provides final reviews and approvals of project Deliverables, documentation, schedule, finance, plans & contract amendments 	Diane Schreiner Paul Sisson
Program/Project Manager	<p>Works collaboratively with Project Manager:</p> <ul style="list-style-type: none"> - Manages and achieves overall project deliverables - Tracks progress and manages schedule - Manages communications and reporting - Manages issues & risks - Manages to project schedule - Reviews key documentation - Manages AVANGRID project resources - Manages financial and contract - Leads organizational change management 	Paul Booker
Business Process Owner	<ul style="list-style-type: none"> - Has in-depth of the meter to cash business process. - Works collaboratively with Business Consultant - Gathers business requirements - Verifies business requirements (for Upgrade) - Leads design and testing - Leads development of test cases - Reviews the BSRD and/or other document requirements - Leads ongoing training - Provides Tier 1* support for system issues encountered during testing to Production - Provides Tier 2* support for system issues encountered during post Production 	Terri VanBrooker

AVANGRID Role	Responsibilities	Name
	Note: * Tiers defined in Testing section of this SOW.	
Technical Resource	<ul style="list-style-type: none"> - Acts as AVANGRID technical lead on the project - Has access to other AVANGRID technical or support resources and systems as may be necessary to support the project work or to troubleshoot systems - Oversees AVANGRID IT standards and IT requirements - Works collaboratively with [REDACTED] Technical Consultant to: <ul style="list-style-type: none"> o Evaluate design requirements and supporting documentation o Supports development of test cases o Leads development of the Software Cutover Plan and/or evaluation prior to production cutover o Leads other system integration. o Provides "Go-Live" technical support o Leads final system performance validation o Provides ongoing administration of other upstream systems (i.e., CRM&B, etc.) 	Tom Cicale (HES) Dennis Sposato (MDM) Tom FitzGerald (Network)
	Note: * Tiers defined in Testing section of this SOW.	
Integration TC	Will be required to manage integration requirements with AVANGRID legacy systems. [REDACTED] TC/s support integration requirements with information, support, and testing support for standard [REDACTED] interfacing.	Stephanie Crisman (SAP) Additional resources (TBD)
Field Deployment Lead	<ul style="list-style-type: none"> - Manages field device and meter related activities including 1st article approvals, configurations, field deployment, and field mitigation efforts. - Manages deployment and hardware device related staff. - Manages field staff responsible for site surveys, site make ready, installation and mitigation activities. 	Angie Capps Josh Sauve/Pete Kourliouros – Meter configuration, testing and approvals Stacy Lovett/Others (TBD) –Meter field deployment Steve Amato, Phil Morneau, Others (TBD)– Network field deployment Chris Longacre -- Gas
Others	<ul style="list-style-type: none"> - Network Administrator – Provides system access. Understands and provides expertise on the interfaces between the various data systems on the network - Testers – Perform AVANGRID specific testing requirements (i.e. Integration testing, SWT, etc.) as agreed in SOW - Meter Techs, Field Engineer/Techs – Assist with meter configurations, Field site surveys, meter/AP /MicroAP make ready and installations, field investigations for hard to read meters & inside meters, meter/network mitigation and optimization. Logistics – Coordinates order entry, forecasting, RMA, etc. - System Operators – AVANGRID to provide Operators to be trained on the system operations, and manage operations for 	TBD – Network/HES TBD – MDMS /TBD – Deployment/logistics Steve Amato - Network Engineering

AVANGRID Role	Responsibilities	Name
	Utility IQ Suite ties to other systems including billing operational requirements, OMS, etc. AVANGRID will provide an Operator Lead to manage AVANGRID operations requirements and provide Tier 1 support to operators.	

For avoidance of doubt, AVANGRID reserves the right to change the individuals assigned to the above-listed AVANGRID Roles in AVANGRID's sole discretion.

G.4. ██████████ Project Resources per timeline

The following tables shows the resource allocation per month for the duration of the AMI back office implementation. The table below shows the resource allocation per month for 2021 and 2022.

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total 2021
Phase	Start Up / Blue Printing				Design, Configuration, Build and Test							Integration Testing	
Resource													
Program Manager	60	60	60	60	60	60	60	60	60	60	60	60	720
Project Manager	120	120	120	120	120	120	120	120	120	120	120	120	1440
Solution Architect	0	80	80	80	0	0	0	0					240
Business Consultant	80	80		80	80		80	80					480
Technical Consultant			160	160	80	80	80	80	80	80	80		880
Integration Consultant						80	80	80					240
Technical Consultant (Network)					80	80	80	80	80	80	80	80	640
Technical Consultant (Testing)								160	160	160	160	160	800
Trainer		40					40	40	40				160
Field Engineer (Site Surveys)	160	160	160	160	160	240	240	160	160				1600
Implementation Manager										80	80	80	240
Network Engineer - Sector Optimization *										80	80	80	240

Field Engineer (Field Support)											40	40	40	120
Total	420	540	580	660	580	660	780	860	700	700	700		620	7800

Phase	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total 2022	Total 2021+2022
Resource	Integration Testing			UAT							
Program Manager			Performance Test		Cut Over Preparation						
Project Manager	60	60	60	60	60	60	60	60	60	540	1260
Solution Architect	120	120	80	80	80	80	80	80	80	800	2240
Business Consultant										0	240
Technical Consultant										0	480
Integration Consultant							80	80	80	240	1120
Technical Consultant (Network)										0	240
Technical Consultant (Testing)										0	640
Trainer	160	160	80	80	80	80				640	1440
Field Engineer (Site Surveys)										0	160
Implementation Manager										0	1600
Network Engineer - Sector Optimization *	80	80	80	80	80	80	80	80	80	720	960
Field Engineer (Field Support)	80	80	80	80	80	80	80	80	80	720	960
Total	40	40	40	40	40	40	40	40	40	360	480
Total	540	540	420	420	420	420	420	420	420	4020	11820

*Network Engineer – Sector Optimization effort was placed in 2021-2022 time frame, but this effort be utilized as needed until all sector acceptance is completed.

H. Project Timeline & Resource Planning

This section outlines the high-level timeline of the project by phase. It also includes estimated effort by [REDACTED] resource.

The level of Professional Services estimated, assumes that the project timeline is consistent with the schedule specified in the work plan provided by [REDACTED]. Changes to the schedule, including changes in the project start date and/or changes in project duration, may require changes in the estimated effort.

H.1. Project Timeline

The Project timeline consists of seven major components/phases as outlined in the table below. The below table identifies the start, end, and duration of activities and Deliverables within each phase.

Description	Start Date	End Date
Start-Up	Month 1	Month 1
Project Kick-Off	Month 1	Month 1
Project Plan/Requirements	Month 1	Month 1
Define		
Requirements session	Month 1	Month 3
Requirements Complete (Milestone)	Month 3	Month 3
Design		
Business Solution Design	Month 4	Month 9
Technical Architecture	Month 4	Month 9
Integration Design	Month 4	Month 9
Build		
Order Managed Appliance Non-Prod	Month 1	Month 9
Order Managed Appliance Prod	Month 9	Month 9
Build Managed Appliance Non-Prod	Month 3	Month 4
Build Managed Appliance Prod	Month 5	Month 6
Install Managed Appliance Non-Prod	Month 4	Month 5
Install Managed Appliance Prod	Month 6	Month 7
Ship Managed Appliance Non-Prod	Month 5	Month 5
Ship Managed Appliance Prod	Month 7	Month 7
Configure Managed Appliance Non-Prod	Month 7	Month 7
Configured Managed Appliance Prod	Month 7	Month 7
Test		
Managed Appliance – Non Prod Networking Test	Month 6	Month 7
Managed Appliance - - Production Networking Test	Month 8	Month 9
Functional Tester Training	Month 8	Month 9
Functional Acceptance Testing	Month 8	Month 9
Functional Testing Complete (Milestone)	Month 9	Month 9
System Integration Testing	Month 10	Month 13

Regression Test	Month 13	Month 14
Performance Test	Month 13	Month 14
User Acceptance Testing	Month 14	Month 16
Software Acceptance (Milestone)	Month 16	Month 16
Cut Over		
Cut Over Dry Run 1	Month 16	Month 16
Cut Over Dry Run 2	Month 17	Month 17
Parallel Billing period	Month 17	Month 18
Go-Live Date	Month 19	Month 19
Back Office System Acceptance (Milestone)	Month 20	Month 20
Deploy	Month 19	Month 20
Post Go-live Support	Month 19	Month 21
Train/Transfer		
Operational Training	Month 14	Month 15
Transition to Global Managed Services	Month 19	Month 19
Network Optimization	Month 22	Month 54
1 st Sector Acceptance (Milestone)	Month 24	Month 24

I. Key Activities & Deliverables

This section identifies the activities and Deliverables by phase.

I.1. Phase Description

█████ delivers the AMI Project by following the █████ Advantage Methodology. The methodology is a series of best practice activities and Deliverables which are organized by phases that include both the technical and the administrative support to ensure success. Specific Project controls incorporate the following as further defined in the SOW:

- Project scheduling and coordination
- Development of controls for Project accountability and scope management
- Risk assessment, mitigation, and management
- Regular Project and status reporting, coordination and support Project meetings, problem escalation, and risk management
- Document and issue meeting notes and track open items for all meetings and workshops
- Technical expertise on product and procedures

The activities in each of the phases have been separated into the categories listed below for clarity and organizational purposes only.

Project Management Related Work

System Design and Implementation Related Work

FAN design and implementation related work (Includes FAN deployment related work)

Note: Each activity / Deliverable listed below will be identified with an **A**, **D** or **SD**.

- Activity (A) – Project activity and/or task.
- Deliverable (D) – Project documents that do not require sign-off.
- Signed Deliverable (SD) – Key project documents that require AVANGRID sign-off.

I.2. Startup

Startup – During this phase, the SOW is reviewed by all assigned key Project team members. Project governance is established, the Project charter is prepared, and a detailed Project Plan is developed with AVANGRID to ensure alignment and a successful Project launch. Project logistics are addressed through multiple meetings that are led by the █████ and AVANGRID Project Managers (through a combination of on-site and off-site presentations as required).

I.2.1. Comments & Clarifications

1.	None noted.
----	-------------

I.2.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	█████	AVANGRID
1.	Introductions & Logistics Planning	A	Refer to the Onboarding Guide for topics to discuss. Items to include: network access, facilities,	PM sets up meeting.	PM participates supported by SMEs.

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
			dress code, background checks, etc. Discuss activities leading up to kickoff meeting and schedule.		
2.	Complete Review of SOW	A	Walk through the SOW to understand the Deliverables, roles and responsibilities and preliminary Project Plan. Identify and discuss any gaps.	PM sets up meeting.	PM participates supported by SMEs.
3.	Prepare Project Plan	D	Create a detailed Project Plan with assigned resources, effort and delivery dates. AVANGRID and [REDACTED] mutually agree on a baseline Project Plan within two (2) months of Project start; the Project Plan will be updated and maintained by AVANGRID and [REDACTED] through the completion of the AMI Project. Changes to the Project Plan will be mutually agreed upon.	PM prepares internal [REDACTED] Project schedule and provides [REDACTED] specific Project schedule input as well as [REDACTED] specific project updates through the duration of the AMI Project	PM incorporates [REDACTED] specifics into the overall Project schedule.
4.	Establish Project Team	A	Finalize resources for the Project teams. Gain organizational commitment of each resource and each resource's role on the Project team.	PM finalizes [REDACTED] Project resources.	PM Finalizes AVANGRID Project resources
5.	Review Project Charter & Governance	SD	This document summarizes the AMI Project business drivers and benefits, along with the success criteria and how success/benefits will be measured and tracked. It defines the Project team roles and responsibilities and identifies the Project stakeholders. It also includes governance items such as processes and guidelines for status reporting, risk management, meeting schedules and overall Project communications. Changes to the Project Charter and Governance will be mutually agreed upon Note: [REDACTED] to provide a standard weekly Project status report based on [REDACTED] template.	PM provides [REDACTED] standard template updated with Project specifics.	AVANGRID develops and completes

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
6.	Prepare for Project Kickoff (Agenda, Presentation)	D	To ensure alignment and preparedness, both [REDACTED] and AVANGRID PMs meet to review the materials.	PM prepares agenda and presentation materials.	PM reviews and contribute to materials. Coordinates attendees, facilities and invites.
7.	Prepare As-Is Processes & System Architecture	D	AVANGRID's as is business processes and system architecture are referenced in the requirements gathering workshops and considered a starting point for discussions.	PM meets with AVANGRID to review document.	AVANGRID updates document or provides similar information required by the [REDACTED] Project team
8.	Ready / Review Hardware Specifications & System Infrastructure Requirements (excluding the SNI)	SD	These documents form part of the TAD and provide the hardware/system requirements so that AVANGRID IT team may procure and prepare for the system deployment. It is critical that AVANGRID understands and applies these specifications for a successful implementation.	PM meet with AVANGRID to review document.	PM and IT Manager reviews and understands the document(s).
9.	[REDACTED] provides standard documents to AVANGRID for reference (documents are not customized for AVANGRID)	A	[REDACTED] provides the standard documents listed in Appendix F ("List of Standard Documentation") to AVANGRID so that AVANGRID has this information as part of their due diligence process:	PM provides documents to AVANGRID	AVANGRID reviews

I.3. Define

Define – In this phase the Project team will be gathering information to initiate and manage the Project. Key activities include a Project kickoff, a System capabilities overview ([REDACTED] System presentations) and workshops (meetings to gather/validate the standard System design and operational requirements being offered).

I.3.1. Comments & Clarifications

1.	AVANGRID is responsible for the development of documentation related to business processes such as standard operating procedures (SOPs).
2.	AVANGRID is responsible for internal organizational change management activities.
3.	If AVANGRID requires more than listed environments, AVANGRID is responsible for the installation and configuration activity related to the installation of [REDACTED] Software.

I.3.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
1.	Kick-off Meeting - First on-site meeting of the Project Team.	A	<p>This one-day session will include:</p> <ul style="list-style-type: none"> - Review of Project Charter (██████████ & AVANGRID PMs) - Review of SOW (██████████ PM) - Review of Project Plan (AVANGRID PM) - High level review of As Is Process & System Architecture (AVANGRID PM) - Introduction to Define Phase: System Capability Overview, Workshops, etc. (██████████ PM) - Introduction to Workshops, etc. (██████████ PM) - Establish "Next Steps" & Action Items (██████████ & AVANGRID PM) - Establish Regular AMI Project Review Meetings Schedule (██████████ & AVANGRID PM) - Define process for ██████████ communications with AVANGRID resources 	Leads sessions as noted on the description.	Leads sessions as noted on the description.
2.	Operations & Maintenance (O&M) Roles & Responsibilities	SD	<p>Outlines AVANGRID O&M Roles and Responsibilities for the System.</p> <p>Note: This document may evolve throughout the life of the AMI Project.</p>	Presents standard document, submits for review.	Reviews and provides the right resources to support O&M.
3.	Operational Effectiveness Plan	D	The operational effectiveness plan is created in collaboration with AVANGRID.	Presents standard document.	Reviews and provides input.
4.	Workshops	A	Workshops are working sessions where requirements are gathered and/or reviewed against the standard OW and MDM system offering.	Prepares the materials and presents the workshops.	Coordinates attendees, facilities and invites for each identified session.

Workshops:

There are workshops, which are interactive sessions delivered as part of the AMI Project that support the creation of the base line draft documents.

Workshops are typically 4 hours each within a 2 to 3-week timespan. █████ resources then build out the documents and contact AVANGRID resources as required to acquire additional information. █████ shall facilitate and document the output of each Workshop;

#	Workshop	Description	Goal	Output/Deliverable
1.	Presentation: System Capabilities Overview (SCO)	At the beginning of the AMI Project, █████ delivers an Utility IQ System capabilities overview.	This ensures all Project members have a baseline understanding of the System.	N/A
2.	Business process overview	To discuss the processes (as a whole) and ensure everyone understands what the output will look like when the workshops are complete	Overview of the System capabilities and review of key █████ document Deliverables that will be created during the define and design phase of the AMI Project. Used to promote structure and understanding across the Project team.	BSRD
3.	Data collection (As-Is)	To gather all data collection requirements. What are the data sources? For each data source, what format, frequency, etc.	Review of business requirements to ensure the Project team has a clear understanding of System architecture and business processes required data elements to minimize gaps identified later in the AMI Project.	BSRD
4.	Data distribution (To-Be)	To gather all data distribution requirements. Where is data sent, For each data source, what format, frequency, etc.	Review of how business requirements will be met with the System post implementation. Includes specific requirements, timing requirements, etc. to support critical business processes.	BSRD, IDD
5.	Business System Requirements	To gather and document System requirements required to meet the Operational Specification.	Using a foundation of known product capabilities; █████ and AVANGRID will review business requirements, investigate implementation options, review known constraints and any dependencies with other systems.	BSRD
6.	FAN design	To review Planned Network Design delivered as part of the AMI Project to validate design and key assumptions with technical teams. Review and incorporates Access Points, Relays and SocketAP locations, installation guidelines and FAN coverage assumptions as defined within this SOW. Workshop includes review of site selection and make-ready assessments.	Using a foundation of known product capabilities; █████ and AVANGRID will review the Planned Network Design. Additionally, team will review/discuss the site selection process, make-ready requirements, WAN requirements, AVANGRID specific field access requirements and deployment guidelines/objectives in relation to FAN design activities.	FAN Design
7.	Field tools and procedures	Capture expected field processes using FDM Tools	Review System capabilities, field processes and access to deployed Equipment as it relates to deployment, optimization and troubleshooting.	N/A
8.	System technical architecture & security	To discuss the overall System architecture designs for the to-be environment(s). To review best practice strategies for hardware sizing, environment design and data migration/integration. Includes	Using a foundation of known product capabilities; █████ and AVANGRID review, document and formalize the technical architecture and security of the System given key assumptions/requirements. Formalized with the TAD and IDD, this series of workshop supports initial hardware and software procurement.	TAD, IDD, LLD, HLD

I.4. Design

Design – In this phase, the design specifications and plans required to meet the AMI Project scope are prepared. This phase also includes the preparation of the plans required to build, test, train and deploy the System. Information acquired in the workshops during the define phase is utilized in the preparation of the documentation Deliverables. AVANGRID may choose to begin training within this phase on the Access Points, Relays and SocketAP's installation requirements and the FAN design and build plan that is defined in the Project Plan. The First Article process is established, and testing is performed in this phase. Access Points/Relays / SocketAP's First Article Testing is also performed in this phase.

I.4.1. Comments & Clarifications

1.	For this project, [REDACTED] will provide one meter configuration for residential meters, one for commercial meters for other configuration requirements, [REDACTED] will train AVANGRID on how to create, test, etc.
----	---

I.4.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	[REDACTED]	AVANGRID
1.	Business Solution Design (BSRD)	SD	The Business System Requirements and Design (BSRD) document is prepared. This document maps the requirements to key design decisions. It also outlines the key process designs in maps and narratives.	Prepares and submits for review/sign-off.	Reviews and signs upon agreement.
2.	Technical Architecture Design (TAD)	SD	The Technical Architecture Design (TAD) is documented. This Deliverable document the to-be environment(s) and provides a final minimum recommendation for hardware sizing which will be utilized by AVANGRID for procuring hardware. The final data flow of the System is also included.	Prepares and submits for internal [REDACTED] review	Reviews and procures hardware based on TAD
3.	Integration Design Document (IDD)	SD	[REDACTED] Technical Consultant works with AVANGRID administrators to document the data sources, acquisition processes, integration requirements, and method employed. Once the requirements have been gathered and integration strategy has been determined, this information is documented along with a detailed design to include: data design, design	Prepares and submits for review.	Reviews Responsible for the integration of the systems using standard [REDACTED] formats, unless otherwise noted.

#	Project Deliverables / Activities	A/D/SD	Description	██████████	AVANGRID
			assumptions, testing requirements, etc.		
4.	System Test Plan	D	Once the System has been designed, test plans will be prepared. This plan identifies the test approach, participants, schedule, environment setup, test case listing, success criteria, and test problem management process.	Prepares template w/ functional testing inputs. Supports AVANGRID in the completion of the Plan. Reviews final document.	Completes the Plan w/ inputs required for AVANGRID specific testing (i.e., Integration Testing, System Testing).
5.	Software Cutover Go-Live Plan	D	The Software Cutover Go-Live Plan is started in this phase. This is a living breathing document that will continue to be updated collaboratively throughout the AMI Project. Reviews will be documented as record of agreement/acceptance along with documentation for any delays.	Provides Template and assists with updating the document	Responsible for the document with ██████████ assistance
6.	System Training Plan	SD	██████████ prepares and provides a training plan for the standard training being offered for the implementation.	Prepares and submits for review.	Reviews document and initiates activities as identified.
7.	Project Status Meetings	A	Facilitate regular Project Review Meetings	Prepares Project status report and facilitates meetings	Participates
8.	Planned Network Design	D	Updated Planned Network Design with validated GIS inputs from define stage. Used for Access Point site survey requirements and base planning.	Provides design.	Reviews.
9.	RF Network build/installation standards	SD	Review of installation standards provided by ██████████ and further discussed during the FAN design workshop. AVANGRID identifies preferred installation standards for Network Equipment.	Provides Network Equipment Installation documentation.	Prepares build/installation standards.
10.	Electric Meter / Gas Endpoint Configuration Requirements	SD	Configuration parameters to be used for programming Equipment. Document serves as input into manufacturing specifications, part number generation, etc.	Prepares final configuration documents.	Reviews and signs.

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
11.	Electric Meter and Network Equipment Installation Training, FAN mitigation overview, Access Point site survey process, etc.	D	Provide training to Avangrid Field Deployment Leads on recommended procedures for FAN HW installation requirements.	Provides training session on FAN HW installation requirements as it relates to equipment, and typical process for FAN mitigation activities and site surveys.	AVANGRID Deployment Leads attend training and take material to include in the development of their utility specific installation training standards for field crews.
12.	Creation of Deployment Plan	D	Part of the Project Plan and is used in the process for all Electric Meter and Network Equipment deployment. Includes deployment/completion by area, mitigation steps, etc.	Support and Review	Primary
13.	First Article Process	A	Utilizes the online order specification form (applies to Electric Meters, Network Equipment) Determine numbering scheme Determine Electric Meter, Access Point, Relays and SocketAP's configurations and estimated quantities by type Determine Meter nameplate design and information Order Meters, Endpoints, for First Article Testing	Support and Review	AVANGRID is responsible for providing information and sign-off
14.	Complete First Article Testing	A	Complete First Article Testing	Support	Primary and sign-off

I.5. Build

Build – In this phase, plans to build and configure the [REDACTED] standard System as per the design(s) are executed, people are trained, and the System is tested. Testing completed in this phase will include: Functional Acceptance Testing, System Integration Testing and User Acceptance Testing.

[REDACTED] will install the following [REDACTED] Software on the Managed Appliance:

- Utility IQ Suite
 - Advanced Metering Manager (AMM)
 - Meter Program Configurator (MPC)
 - Firmware Upgrader (FWU)
- ISM
- FDM Tools

I.5.1. Comments & Clarifications

1.	Ongoing system configuration (adding, removing, changing meters, security, accounts, points, customers, etc.) will be the responsibility of AVANGRID.
2.	AVANGRID will provide Test Lead/Tier 1 Support for internal testing. ██████ will provide Tier 2 Support either onsite or remote as determined by the ██████ PM. Note: Tiers defined in the Testing section of this SOW.
3.	██████ will manage ██████ solution specific defects.
4.	Assignment of the severity levels to each testing issue or defect will be reviewed and agreed to by both Parties. Any discrepancy will be resolved by AVANGRID & ██████ Project Managers. Note: Severity levels for ██████ Software are defined in the M&S Addendum.
5.	Training may be provided either onsite or remotely using Microsoft Teams as mutually agreed to by the ██████ Project Manager and AVANGRID Project Manager.
6.	No customization of ██████ Software is included in the SOW. If there is a need for customizations to meet Avangrid business requirements, Software changes might become part of the core product or are being addressed outside the core product.
7.	AVANGRID will proactively monitor all AVANGRID owned infrastructure components (i.e., disk space, machine health, etc.) and resolve problems. ██████ will provide guidance and recommendations on thresholds, normal conditions of operation, etc.
8.	During the Project, Performance Testing criteria will be developed by Avangrid with support from ██████

I.5.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	██████	AVANGRID
1.	Configure ██████ Software in AVANGRID hosted environment.	A	Standup ██████ Software components of the System in AVANGRID hosted environment (up to 4 environments).	Primary	Participate
2.	Complete Systems Integration	A	Integrates systems per IDD. Communicates completion.	██████ will support as defined in Appendix G ("HES RASCI Matrix")	Primary
3.	Review and Update Base Functional Test Cases	D	The Functional Test Cases verify accurate setup and configurations. Note: ██████ utilizes standard Functional Test Cases.	Primary	Review
4.	Conduct Functional Acceptance Testing of ██████ Software	A	Functional Acceptance Testing verifies feature design and that parts of the ██████ system function as designed. Commonly used to validate larger features, user interface items, and intra-product capabilities.	Primary	Review

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
5.	Train Testers	A	Tester Training ensures that AVANGRID is approaching the testing activity with the necessary skills and knowledge to confidently write, run and validate the results of the tests. In addition, they learn how to provide Tier 1 support during the testing activity.	Delivers tester training	Manages training logistics and resources
6.	Develop System Integration Test cases	D	System Integration Testing verifies integration-level work and configurations, critical to the enterprise solution. Often verifies correct security configuration as it relates to the transport and authentication for data that is passing between the two systems. These test cases verify data is passing as expected.	will support as defined in Appendix G ("HES RASCI Matrix")	Primary AVANGRID will develop overall system testing plans
7.	Develop User Acceptance Test cases for integration	D	User Acceptance Test cases validates agreed upon AVANGRID business requirements with entire System in place for some key use cases.	Supports testing and reviews completed Test Cases	Primary
8.	Transition to Support Plan Initiated & Meeting Scheduled with Support Services	SD	prepares the plan which identifies key details needed by Support Services to effectively support AVANGRID. It ensures that Support Services is informed and prepared to support AVANGRID upon Project completion. It also provides an excellent opportunity for AVANGRID to understand the service levels and protocols provided by Support.	Primary	Reviews
9.	Conduct System Integration Tests	A	Execute the System Integration Test Cases.	will support as defined in Appendix G ("HES RASCI Matrix")	Leads testing and provides Tier 1 support. Conducts and manages all testing activity.

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
10.	Conduct User Acceptance Tests	A	Execute the User Acceptance Test Cases. The tests should meet and validate agreed upon System design objectives.	██████████ will support as defined in Appendix G ("HES RASCI Matrix")	Leads testing and provides Tier 1 support. Conducts and manages all testing activity.
11.	Deliver End User Training	A	End user has the knowledge to operate the System. Example: CSR	Delivers first offering of training.	Delivers all additional training.
12.	Deliver Operational Training	A	Operator has the operational knowledge to maintain and troubleshoot the System and provide Tier 1 support while in Production. Example: Administrator that understand the configurations and use cases of the ██████████ System.	Delivers first offering of training.	Delivers all additional training.
13.	Execute Operational Readiness Checkpoint	A	Per Operational Effectiveness Plan & Assessment, this proactively ensures that everyone has what they need to operate and own the system. If they do not, to develop action plans to fill in the gaps of required skills and knowledge.	Review	Validate readiness to Operational Effectiveness Plan.
14.	Review & Execute Software Cutover Plan Tasks	A	Per the Software Cutover Go-Live Plan started in the Design Phase, the team reviews the Plan and executes accordingly.	Supports ██████████ specific tasks in the Plan.	Owns management, execution and coordination of Plan.
15.	Production Environment Operational	A	AVANGRID has Production use of System	Provides Tier 2 support until transition to ██████████ Global Managed Services.	Owns full operational responsibilities.
16.	Project Status Meetings	A	Facilitate regular Project Review Meetings	Prepares Project status reports and facilitates meetings	Participates

I.6. Deploy phase

Deploy/Operate - In this phase the Project team will focus on field deployment activities, AVANGRID will validate the System, which will include end-to-end system integration validation in production.

AVANGRID will:

- be responsible for the installation, inventory receipt and inventory management of the Access Points, Relays and SocketAP's

- create the Project Plan
- identify the ordering requirements for the Access Points in accordance with Section 5.3 of the Order Document (Forecasting and Ordering Procedures).
- validate the connectivity after installation of the Access Points.
- perform FAN mitigation activities with [REDACTED] support
- conduct site visits to verify that the Access Point installation work has been performed properly.

[REDACTED] will:

- complete the site surveys (with support from AVANGRID)
- provide the information on the site locations for the Access Points, Relays and SocketAP installations
- provide complete and clear installation guide together with guidelines to avoid interferences and improve RF signal
- identify the ordering requirements for the Relays for FAN mitigation
- Provide network tuning to ensure sector acceptance criteria is achieved
- Provide and work with Avangrid telecomms to develop additional redundancy, optimal device placement, and multi-day backup power options for improved resiliency

WAN Backhaul:

AVANGRID will procure and maintain the WAN backhaul for the System. Access Points will utilize fiber/Ethernet, as selected by AVANGRID. The initial WAN design will be completed by AVANGRID, tested and ready for full rollout. [REDACTED] will be responsible for the Planned Network Design, FAN Design and As Build Network Design.

AVANGRID is responsible for Electric Meter/ Gas Endpoint deployment and meter/gas endpoint mitigation

The Deploy/Operate Phase field services include the Network Equipment build and test activities and Deliverables, as further described below.

I.6.1. Network Equipment Deployment

	Network Deployment
1.	The System will be deployed in a staged approach based on the Planned Network Design beginning with the rollout of Access Points, followed by the installation of specified SocketAP's and Electric Meters/Gas Endpoints as per the Project Plan; followed by FAN optimization and the inclusion of additional Network Equipment and available alternatives as may be required to meet the FAN coverage.
2.	Final number of Access Points, Relays and SocketAP's may vary based on actual field conditions. A site survey will be performed to determine the final configuration.
3.	In accordance with local building codes, AVANGRID standards, best practices and [REDACTED] installation instructions, AVANGRID will deploy Access Points in an area prior to Electric Meter/ Gas Endpoint installations. (Any specialized networking equipment such as sniffers or to measure noise is time and material based)
4.	AVANGRID and [REDACTED] will hold recurring (at least monthly) network performance and design reviews over the duration of the AMI Project.
5.	All required permits and access rights associated with installation and maintenance of Network Equipment will be obtained by AVANGRID.
6.	AVANGRID is responsible for joint use agreements and/or cost associated with pole leases or taxes.
7.	AVANGRID and [REDACTED] representatives will work together to perform physical site surveys to assess viability of proposed Access Points, Relays and SocketAP locations. Locations not suitable for installation will be reviewed by both AVANGRID and [REDACTED] to identify alternate locations and will be documented in the FAN Design documentation with the date of survey completion and a short description for the reason for the location change.
8.	AVANGRID will create any engineering drawings for pole installations if required. [REDACTED] shall provide installation specifications which will include power requirements, grounding requirements, FCC compliance and RF exposure safety documentation. AVANGRID will mount Access Points per construction standards and codes. AVANGRID will complete any make ready work required in support of Access Point equipment installations.
9.	AVANGRID will deploy Access Points as per preferred installation standards. Access Points will be deployed at heights in accordance with the Planned Network Design. AVANGRID to provide as-build network specifications that confirms build was in accordance to design



Network Deployment	
10.	AVANGRID supports the registration process of the Access Points on the Wide Area Network, by opening firewalls and the configuration of routing devices.
11.	Once a Sector is accepted (set acceptance criteria) AVANGRID will employ regular system monitoring and field maintenance activities to determine degradation in System performance. AVANGRID will remediate any non-communicating Electric Meter.
12.	Electric Meters and Gas Endpoints that have been added or removed from the FAN will be updated in CRM&B in a timely manner to ensure accurate performance metrics.
13.	Avangrid is responsible for any field remediation of the installed Network Equipment.
14.	AVANGRID will employ regular monitoring and field maintenance activities (Endpoint Management) to determine degradation in Field Network performance. AVANGRID will make commercially reasonable efforts to remediate as follows for any non-communicating Electric Meters or Gas Endpoints: <ul style="list-style-type: none"> - Work Days 1-2 – Monitor - Work Days 3-5 – Tier I investigation - Work Days 6-10 – Tier II Investigation - Work Days 11-15 – Field Remediation (including replacement as required) - Days 16+ - Escalation to ██████ for support
15.	█████ will assist in identifying network device issues that cannot be corrected remotely and cannot be corrected from the managed service, at which point it will be Avangrid's responsibility to correct the issue.

I.6.2. Deliverables/Activities/Tasks Network Deployment

#	Deliverables/Activities	A/D/M	Description	█████ Responsibility	AVANGRID Responsibility
FAN Implementation Related Work					
1.	Procure and maintain the WAN backhaul for the System	A	Access Point will utilize fiber/Ethernet, as selected by AVANGRID.	Will support decision-making process and sit in on meetings with AVANGRID's communication team to optimize Access Point placement.	Primary
2.	Test the initial WAN design to ensure it is ready for full rollout.	A	Verify that the WAN connectivity is in place and the firewall settings between the WAN provider and AVANGRID data center are functioning.	Supports from a Access Point location / coverage perspective.	Primary
3.	Complete the Enhanced Network Design.	SD	Perform the Planned Network Design and site surveys to determine optimal locations for Network Equipment based on WAN coverage and preferred AVANGRID locations (WAN base or subscriber locations, street lights or other identified sites). Radius provided in Planned Network Design to allow alternate location	Primary	Support

#	Deliverables/Activities	A/D/M	Description	Responsibility	AVANGRID Responsibility
			installation without revisiting the Planned Network Design.		
4.	Meter Data	A	Provide accurate Meter data including GIS coordinates, inside/outside designations and other agreed upon attributes.	N/A	Primary
5.	As Built Network Design	SD	Primary responsibility for FAN Design document delivered as part of the Design Phase as well as the As Built Network Design, to include any incremental changes that additional equipment required for Electric Meter coverage mitigation in accordance with the FAN coverage requirement prior to completion of Final Acceptance.	Primary	Support
6.	Order Electric Meters, Gas Endpoints and Network Equipment per Forecasting and Ordering Procedures set forth in AMI Order Document.	A	Includes the ordering of Electric Meters, Gas Endpoints and Network Equipment required to meet AMI Project objectives and in accordance with the Forecasting and Ordering Procedure throughout the AMI Project.	Support – provide direction on requirements	Primary to place order accordance with the Forecasting and Ordering Procedure
7.	Complete the Site Surveys for the Access Points	A	Jointly perform site surveys for Access Points to confirm asset viability and FAN Design.	Primary to validate Planned Network Design location	Primary for asset viability
8.	Manage the inventory for the Access Points, Relays and SocketAP's	A		N/A	Primary
9.	Provide secure warehouse facilities for the Access Points, Relays and SocketAP's	A		N/A	Primary
10.	Make-Ready	A	Responsible for Make-Ready activities and installation in accordance with specifications to prepare the site for the installation of Access Points.	N/A	Primary
11.	Perform the Access Point installation which includes; confirm clearance for hanging the Access Point at the required height on the pole, and run power.	A	AVANGRID will follow the Network deployment plan to perform the installations.	N/A	Primary
12.	Validate the connectivity after installation of a Access Point	A	Verify communications of Access Point in accordance with the deployment plan outlined in the Project Plan.	N/A	Primary
13.	Perform initial meter mitigation activities which includes validating that	A	Back office provisioning and field analysis are the responsibility of AVANGRID and is the loading of the meter	N/A	Primary

#	Deliverables/Activities	A/D/M	Description	█ Responsibility	AVANGRID Responsibility
	meters have registered to Utility IQ Suite.		manufacturing file into Utility IQ Suite.		
14.	FAN optimization	A	AVANGRID deployment team uses Utility IQ Suite to look at communicating meters. AVANGRID deployment team identifies poor or non-communicating meters as part of this activity. After Sector Acceptance then this responsibility moves to AVANGRID Operations team.	Support	Primary
15.	Sector Acceptance Test	A	AVANGRID performs Sector Acceptance Testing.	Support	Primary for all other Sectors

I.7. Transfer

- **Transfer** – The final phase in the methodology, the Transfer phase, involves transitioning the full operations and maintenance of the Head End System to █ Global Managed Services for the term of the Managed Services contract and closing out the AMI Project. . Details on the transition and close out of activities are outlined in Section L. (“Project Completion Criteria”) of this SOW.

I.7.1. Comments & Clarifications

1.	Transfer of IT system and its completion of activities will occur prior to network/meter deployment completion.
2.	IT solution transition to █ Global Managed Services will occur post System testing and/or first productive use. Productive use is considered the initiation or enabling of billing from AMI captured meter register data regardless of network or meter deployment completion.

I.7.2. Deliverables/Activities

#	Project Deliverables / Activities	A/D/SD	Description	█	AVANGRID
1.	Technical Architecture As Built Design	D	Update TAD to final design. Note: █ Support Services requires a final version of this design document.	Primary	
2.	As Built Product Configuration Design	D	Provide PCD to final design.	Primary	
3.	Final Transition of Project to Global Managed Services Plan Completed & Transition Meeting Conducted	D & A	This key activity formalizes the transfer of the project to █ Global Managed Services.	Primary	Attends
4.	Final “As Built” RF Network design	SD	After completion of all deployment and mitigation related field activities, the	Provides final “As Built” design information.	Reviews and signs.

#	Project Deliverables / Activities	A/D/SD	Description		AVANGRID
			Planned Network design which has been continually updated is provided in an "As Built" Network Design.		
5.	Sign-off on Project Completion Form	SD	Conduct checklist review of completion criteria.	Prepares and submits for review/sign-off.	Reviews and signs upon agreement.

J. Testing

While testing activities were identified in the prior section E.3 (“Testing Scope”), there are some testing items which require further definition. This section provides further details.

See Appendix D (“Functional Test Cases”) to be completed by [REDACTED]

J.1. Tier Support Levels

To address issues encountered during testing and post production, it is recommended that the project team implements the Tier support model as described below.

During testing, issues may be encountered that require support from resources that are trained in the [REDACTED] solution. This section defines the tiers referenced in an earlier section.

Tier Levels	Defined	Examples	Testing Responsibility	Post Production Responsibility Examples
1	<p>A resource that is trained on the [REDACTED] solution. They are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process:</p> <ul style="list-style-type: none"> – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps. 	<p>End user can't run a report. Tier 1 Support would provide support to this user.</p>	[REDACTED]	[REDACTED]
2	<p>If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also trained in the [REDACTED] solution but have deeper product knowledge. If Tier 2 is unable to resolve, they will engage appropriate [REDACTED] resource(s).</p>	<p>Through Tier 1 troubleshooting, it was determined that the issue was a system failure vs. a training issue. Tier 1 would escalate to Tier 2.</p>	[REDACTED]	[REDACTED]

J.2. Severity Parameters

Severity levels, descriptions, and actions to be followed until Software Acceptance is achieved, are outlined in the table below.

If issues are encountered through the Software testing cycle, and those issues require Software updates, the agreed upon severity level will be utilized by [REDACTED] and AVANGRID to manage the defect and to estimate resolution time. AVANGRID will

track issues identified by AVANGRID resources during testing and report issues to [REDACTED] as required. [REDACTED] will track, monitor and report on the status of defect tickets related to [REDACTED] Software.

Both Parties will review all issues found through the associated testing process and follow the applicable course of action as detailed below.

Level	Severity Description	Actions
Severity Level 1	<p>Critical Business Impact / System Down: An Error for which there is no work-around, which causes the Product / Software or a critical business function / process of the [REDACTED] system to be unavailable but excluding Errors in a non-production environment. System use and operation cannot continue.</p> <p>Severity 1 Errors will be reported to the Project team by phone to initiate the Severity 1 response process.</p>	<ul style="list-style-type: none"> - Issue recorded and reported to: <ul style="list-style-type: none"> o [REDACTED] Project Sponsor o [REDACTED] Engineering/Product Management - Review project/testing mitigation with AVANGRID. - Conduct regular meeting updates to track resolution. - If resolution is a scheduled Software hotfix, AVANGRID specific testing will be required to validate resolution.
Severity Level 2	<p>Moderate Business Impact / Degraded Operation: An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the Software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion. An Error identified in a test environment that would cause a Severity Level 1 or Severity Level 2 Error if put into production will be treated as a Severity Level 2 Error.</p> <p>*Severity 2 errors will be reported to the Project Team by phone or email to initiate the Severity 2 response process.</p>	<ul style="list-style-type: none"> - Issue recorded and reported to: <ul style="list-style-type: none"> o [REDACTED] Project Sponsor o [REDACTED] Engineering/Product Management - Review project/testing mitigation with AVANGRID. - Conduct regular meeting updates to track resolution. - If resolution is a scheduled Software hotfix, AVANGRID specific testing will be required to validate resolution.
Severity Level 3	<p>Minor Business Impact / Compromised Operation: An Error other than a Severity Level 1, a Severity Level 2 Error that has an inconvenient use of or access to a Software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).</p>	<ul style="list-style-type: none"> - Review work around/mitigation with AVANGRID. - If resolution is a scheduled Software hotfix, AVANGRID specific testing will be required to validate resolution. - Requirement for future Software hotfix implementation supported through [REDACTED] Support Services post project.

Level	Severity Description	Actions
Severity Level 4	No Business Impact / Standard Operation: An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degrade AVANGRID's use of the system.	<ul style="list-style-type: none"> - Review work around/mitigation with AVANGRID. - Resolution is not part of a scheduled hotfix, fix will be managed by [REDACTED] Product Marketing and considered for future system release.
Severity Level 5	AVANGRID SR for an enhancement or new functionality	<ul style="list-style-type: none"> - Issue recorded as an enhancement request and reported to [REDACTED] Product Management through standard process. - Improvement will be managed by [REDACTED] Product Marketing and considered for future system release.



K. Training

█████ employs a train-the-trainer approach. AVANGRID is required to supply normal classroom equipment and access to the appropriate systems if applicable. The number and type of training sessions required are scheduled during development of the detailed Project Plan. Knowledge transfer is performed through the testing activities.

Comprehensive training and technical support is included with all new systems. The █████ training staff has many years of implementation and training experience. Our goal is to ensure that all users are knowledgeable and prepared to perform their functions. The target audience includes field personnel, office personnel, IT staff, and system administrators. Training is conducted onsite at AVANGRID's location or via remote (as mutually agreed by the Project team). Personnel selected for training participate in a combination of classroom and on-the-job training. Classroom training includes lectures, discussions, instructor-led learning exercises, and knowledge confirmations. Training will be conducted in the field where skills discussed in the classroom are put to use.

K.1. Comments & Clarifications

1.	To position AVANGRID for long-term success, █████ recommends that AVANGRID identifies a Trainer (and/or Training Lead) to assume ownership of the training sessions after the initial session/s have been provided and deliver any further additional training session requirements.
2.	Training materials typically include: Agenda (MS Word), Presentation (PowerPoint)
3.	Training may be delivered onsite (AVANGRID site) or via remote communications at █████ discretion. Training site location to be determined in the Training Plan.
4.	All training will use AVANGRID data if possible. However, if it is not possible AVANGRID will provide test data for training.
5.	AVANGRID agrees to provide appropriate facilities for training as required by █████ Includes: Dedicated training space (not shared with other concurrent company work activities), white board and/or tablet space with markers for instructor notations, diagrams and projection equipment. For software-based training, █████ recommends one training computer per student (computer provided by AVANGRID) – a minimum of one training computer for every two students is required. Training class size will be no more than 10 participants (unless approved by █████)
6.	AVANGRID will ensure qualified resources participate in attendance of the scheduled training sessions. AVANGRID will prepare the participants with the necessary background information to ensure a valuable training session. (For example: What is the training? What is the training objective? How long is the training? Why am I taking this training? Who is the delivering the training? What if I have more questions?)
7.	Training material reproduction fees will be charged to AVANGRID at cost or files may be provided to AVANGRID, so they may print.
8.	█████ will deliver one training class per identified training course. The delivery of any repetitive courses to be the responsibility of AVANGRID training lead or if █████ support is required, addressed through the Change Order process
9.	█████ will provide two (2) sets of FDM Gas workflow training to accommodate up to 20 participants in a train-the-trainer format.

K.2. Training Types

This section provides an overview of the typical training types offered as described in the Activities and Deliverables section. We use these types to group our training offerings, during workshops the appropriate training courses will be identified

#	Type	Description
1.	Tester Training	To ensure that AVANGRID is approaching the testing activity with the necessary skills and knowledge to confidently write, run and validate the results of the tests. In addition, they learn how to provide Tier 1 support during the testing activity.
2.	End User Training	End user has the knowledge to operate the system to accomplish the project objectives. Example End User: CSR
3.	Gen 5 Meter Technical Training	AVANGRID Metering and meter installation personnel are introduced to operational, installation, and troubleshooting of Gen 5 Riva Meters.
4.	Access Point Technical Training	AVANGRID RF Network installation personnel are introduced to operational, installation, and troubleshooting of Access Points
5.	FAN Site Survey & Mitigation Training	This will be hands on field training on how to perform Access Points site surveys, and mitigation of Field Area Network equipment and performance.

L. Project Completion Criteria

During the project close out, both [REDACTED] and AVANGRID will review the completion criteria identified in this section. This review will be noted on the attached Project Completion Form in the Appendix. If all criteria, as identified, have been completed and the transition to [REDACTED] Global Managed Services is complete, AVANGRID will provide a signed acknowledgement.

If AVANGRID does not agree that the completion criteria have been met, it is AVANGRID's responsibility to provide written details as to what and how the Professional Services have not conformed to the SOW or the agreed upon criteria within (10) days of this review. Once provided, [REDACTED] may compile an action plan to correct in a timely manner and the process for formal acceptance can be repeated.

L.1. Document Deliverables

All Deliverables identified in the **Scope** section have been provided to AVANGRID.

AVANGRID will review and provide comment on Signed Deliverables to [REDACTED] within ten (10) Business Days of receipt, unless otherwise agreed.

Upon signature/approval, all Signed Deliverables are considered final and no updates will be made unless otherwise agreed.

L.2. Software Acceptance

Software Acceptance will be achieved when the following criteria have been achieved:

- Successful completion of the Functional Acceptance Testing as defined in Appendix D ("Functional Test Cases)
- Successful completion of [REDACTED] Led System Integration Testing (test cases to be mutually agreed to by the Parties prior to the completion of the build phase)
- Successful completion of Avangrid performed User Acceptance Testing as defined in Appendix D ("Functional Test Cases")
- Successful completion of Access Point first article testing.
- Successful completion of First Article Testing.
- AVANGRID has been trained on the System
- No Severity Level 1 Errors or Severity Level 2 Errors (as defined in Section J.2 ("Severity Parameters") of this SOW) are open

L.3. Sector Acceptance

For the first sector (at least 5% of meters) [REDACTED] will lead the Sector Acceptance testing until the following acceptance criteria are met, Acceptance testing will start once 98% of sector is deployed and has been optimized, and target KPIs are met for seven consecutive days.

Performance Test will be performed for Provisioned Available endpoints

- Daily register read success rate of 99.5% for both electric and gas by 2:00 pm the next day
- Daily interval consumption data read success rate of 99.0% by 4:00 pm the next day and delivery rates to AMI head-end based on every meter being read every 15 minutes.;
- Execution of service connects and disconnects for electric residential and network Meters with a 98.5% success rate (execution within 1 minute);
- Execution of on demand reads for Electric Meters with a 98.5% success rate on average within 30 seconds.
- Execution of on demand reads for Gas Endpoints with a 98.5% success rate on average within 60 seconds

For Sectors that meet the saturation criteria in the months of October, November, December, January, February, March or April, "provisional" Sector Acceptance testing will be performed as described above during the following month of May any Sectors that were provisionally accepted and meet the Sector Acceptance criteria will be considered accepted. Any Sectors that were accepted and are not meeting the Sector Acceptance criteria will go through the Optimization process again which might result in the installation of additional Network Equipment to meet Sector Acceptance criteria and will be subject to the Sector Acceptance testing.

L.4. Project Closeout Activities

1. The Acceptance Criteria (Section L.1, L.2 and L3) have been reached.
2. AVANGRID has been formally transitioned to [REDACTED] Global Managed Services and Support Services groups.

M. Service Fees & Related Details

M.1. Services Fees

Fees are addressed in the Pricing Summary attachment to the Order Document.

M.2. Comments & Clarifications

Subject to Articles 3 through 5 of Schedule C to the Agreement:

1.	Taxes, Tariffs and Duties are not included in the prices per rate table above; and AVANGRID shall pay all taxes, if any, due for Professional Services provided by ██████ to AVANGRID under this SOW (except for taxes based on AVANGRID's net income).
2.	Travel expenses will be invoiced based on actuals on a monthly basis.
3.	<p>For Federal and state personal income tax purposes, expense reimbursements paid to ██████ employees who are expected to work at a project location (that is 50 miles from their home) for greater than one (1) year will be included in their "wages" and reported as taxable income subject to withholding taxes. The 1-year period consists of 12 consecutive months and is not based on a calendar year reporting. Additionally, it doesn't matter if employees are on the same project at the same geographic location for 25% or 75% of each month, as long as they are committed to the project.</p> <p>Employees who take a "service break" from the project will not be impacted by this tax treatment. If an employee does not take a service break during a (12 month for US) (24 months for Canada) consecutive period, the additional Federal and state payroll taxes will be assessed and charged directly to AVANGRID via a Change Order.</p> <p>Service break – Per ██████ Policy, an employee must be at least 50 miles away from the project site for a reasonable period of time within a 1-year period. Employees may remain working on AVANGRID assignment remotely during the service break. This will be planned with the ██████ and AVANGRID project manager(s) in advance such that remote work is possible. The employee cannot take vacation days during the service break.</p>

M.3. Billing Information

To ensure that ██████ has all the correct billing information, please verify the following:

Requested	AVANGRID Data
Billing Contact Name	
Billing Contact Phone # (s)	
Billing Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

N. Appendix A – Change Control Process

N.1. Change Control Process

Consistent with Section 10 of the Professional Services Addendum to the Agreement:

Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. An [REDACTED] Change Order Form (a “**Change Order Form**”) will be used for communicating Change Requests. The Change Request must describe the Change requested, the rationale for the Change, the estimated price and the effect the Change will have on the overall project. No Change Order will be binding upon AVANGRID or [REDACTED] until signed by authorized representatives of both Parties.

#	Step	[REDACTED]	AVANGRID	Notes
1.	Identify scope change.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Either party may identify a scope change.
2.	Submit a formal request for a Change Order.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Party identifying the scope change should submit the change request via email. – Request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare brief summary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.	Report impact results and submit Change Order form.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Should include: – Scope change described – Cost change – Project schedule impacts
5.	Authorize Change Order and email executed copy to [REDACTED] Legal.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6.	[REDACTED] Legal executes Change Order and emails copy to AVANGRID and [REDACTED] Project Manager.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

O. Appendix B – Change Order Form “Sample”

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
PM Approval:		
Contract Auth.:		

Send Pricing Summary to Client? Yes No

Has contract been signed? Yes No

General Comments:

Order Processing:

PO/Contract #: _____

Comments: _____

Hardware Changes:

Qty	Item Description	Unit Price

Qty	Item Description	Unit Price

Comments:

Software Changes:

Modifications Meter Licenses Other

Description	Unit Price



Description	Unit Price

Implementation Labor and Expense:

Billable Non-billable Charge to: _____

Purpose	Description	Days	@ \$	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

Change Order:

Please return this signed Change Order for formal  Contract Authorization and Execution to:



– a fully executed version will be returned.



P. Appendix C – Project Completion Form “Sample”

P.1. About This Document

This document will be used to formally acknowledge the completion of the project related work and criteria as defined in the SOW. A meeting will be conducted by the [REDACTED] Project Manager with AVANGRID Project Manager to review the completion criteria and the close out of the project. This document will record agreements reached during that meeting.

[REDACTED] Project Manager with AVANGRID Project Manager should refer to the SOW for guidelines on acceptance.

Upon formal acknowledgement of completion, the project delivery and related SOW will be considered complete.

P.2. Notification Review Meeting Participation & Acknowledgement

Name	Company	Position	Date of Meeting
	AVANGRID	Project Manager	
	[REDACTED]	Project Manager	

P.3. Project Details

Project Number	
AVANGRID	
SOW Description	

P.4. Completion Criteria

Please check the boxes below to confirm that the following items have been completed:

- Project Completion Criteria, as defined in the Project Completion Criteria section of the SOW, have been met
- Signed Deliverables, as defined in the Project Scope section of the SOW, have been received by AVANGRID.
- All invoices have been received by AVANGRID.
- The project has been transitioned to [REDACTED] Global Managed Services.
- AVANGRID agrees to the completion of the Professional Services as described within the SOW and the Completion Criteria identified.

P.5. Authorization

AVANGRID	[REDACTED]
Authorized Signature <<<SAMPLE – DO NOT SIGN>>>	Authorized Signature <<<SAMPLE – DO NOT SIGN>>>
Printed Name	Printed Name
Title	Title

AVANGRID	
Date	Date



Q. Appendix D – Functional Test Cases

The following list of Functional Test Conditions to be completed by [REDACTED]

Item #	Parameter	Test Description	Performance Criteria	Test Type	Notes
Meter Provisioning / Communication Tests					
Meter State Transition					
1	Meter State Transition: New -> Installed -> Initializing -> Active	Test meter state transition. Device and location files are loaded immediately. Allow device to join the network. Approve meter program. Observe state transition during the test.	Verification	Field Test	
2	Meter State Transition: New -> Discovered -> Initializing -> Active	Test meter state transition. Load device file and wait for it to join the network. Load location file. Approve meter program. Observe state transition during the test.	Verification	Field Test	
3	Meter Program Validation	Export data from already approved meter program for reference and review.	Verification	Field Test	
Last Gasp Outage and Restoration Events					
4	Meter Outage Message	Verification of receipt of outage message (last gasp) from meter(s).	Verification	Lab Test	Interrupts service
5	Meter Restoration Message	Verification of power restoration message from meter(s).	Verification	Lab Test	Interrupts service
Meter / NIC Firmware and Program Updates					
Remote Firmware Upgrade					
6	Remote AMI Meter Firmware Audit	Assess ability to audit AMI Meter Firmware version remotely.	Verification	Field or Lab Test	[REDACTED] supplies firmware
7	Remote AMI Meter Firmware Upgrade	Assess ability to update AMI Meter Firmware remotely.	Verification	Field or Lab Test	[REDACTED] supplies firmware.
8	Remote Meter Firmware Audit	Assess ability to audit meter(s) firmware remotely.	Verification	Field or Lab Test	[REDACTED] supplies firmware.

Item #	Parameter	Test Description	Performance Criteria	Test Type	Notes
9	Remote Meter Firmware Upgrade	Assess ability to update Meters' firmware remotely.	Verification	Field or Lab Test	█ supplies firmware.

Remote Meter Program Change					
10	Remote Meter Program Audit	Assess ability to audit a meter(s) for meter program, remotely.	Verification	Field or Lab Test	AVANGRID supplies program.
11	Remote Meter Program Change	Assess ability to change/update a meter(s) program remotely.	Verification	Field or Lab Test	AVANGRID supplies program.
Core Meter Functionality and Read Performance					
Remote Provisioning (US)					
12	Remote Get Status	Send a remote Get Status command to the meter via AMM.	Verification	Lab Test	Interrupts Service
13	Remote Disconnect	Send a remote Disconnect command to the meter via AMM.	Verification	Lab Test	Interrupts Service
14	Remote Reconnect	Send a remote Connect command to the meter via AMM.	Verification	Lab Test	Interrupts Service
Meter Read Performance					
15	Meter Read Performance	Create a Network Summary Report to determine average read time for all Active meters on the network.	Report generated and average read time presented.	Field Test	
16	On Demand Read: Interval Data	Assess single meter(s) ability to read interval data.	Verification	Field Test	
17	On Demand Read: Register Data	Assess single meter(s) ability to read register data.	Verification	Field Test	
18	On Demand Read: Register Read (All Stored Self Reads)	Assess single meter(s) ability to read all stored register self-reads.	Verification	Field Test	
19	On Demand Read: New Data Reads	Assess single meter(s) ability to retrieve unread interval data.	Verification	Field Test	

20	Time Required to Complete On Demand Meter Read (Single Meter)	Assess time read a single meters register data.	Consistent with Meter Read Performance.	Field Test	
21	Report: Read Performance	Show report of meter read speed for selected read job.	Verification	Field Test	
22	Packet Error Rate	Assess the proportion of network capacity consumed for application layer packet retransmission (Re-queues).	<10% Re-queues	Field Test	
23	Report: Time That Meter Was Read	Highlight, from scheduled and on demand reads of meter, via AMM; the time the meter was read.	Verification	Field Test	
Failure Detection, Failover and Automated Recovery					
AP / WAN / Battery / Back Office Failure Performance					
24	Access Point: Failure	Verify that devices will migrate to other AP's. Verify that AMM will read the meters through other AP's.	Verification	Field Test	Performed, or simulated during Optimization. Can be repeated, if required.
25	Battery Backup	Verify battery backup performance.	AP will run for a specified minimum number of hours on backup battery.	Field Test	
Network Performance & Monitoring Capabilities					
26	Network Ping and Traceroute	Validate that the FAN and WAN are capable of IP communication and that devices can be reached from AMM.	Ping <=15-seconds Traceroute: <=15-seconds	Field Test	Mean Response Time
27	Network Monitoring	Validate that Access Points can be pinged on a 15-minute schedule and that unreachable devices are noted by AMM.	Device unreachable shown in AMM within 15-minutes.	Field Test	Requires backbone outage(s).
28	Alternate Routing	Verify that meters have multiple routes to Access Points	Verification	Field Test	
Network Performance / Service Levels					
Data Collection Performance					

29	Daily Register Data	Register reads provided for all active meters in the network.		Field Test	
30	Daily Interval Data	Intervals collected for all active meters in the network.		Field Test	
31	Health Flags	Critical meter event flags collected for the prior day.		Field Test	
Reports / Diagnostics					
Reports					
32	Report: Good Neighbors Per Node	Generate a report which displays all current, active, links to a given device. Highlight RSSI values and validate that there are multiple links above -90dBm RSSI.	Verification	Field Test	
33	Report: AP Performance	Show a report of AP throughput over time.	Verification	Field Test	
34	Report: Hop Counts	Show charts/data of mesh hop count breakdown, per AP.	Verification	Field Test	
35	Diagnostics: Display Available Diagnostics for Field Use	Show diagnostic console, and available diagnostics in Network Center.	Verification	Field Test	

R. Appendix E – Reporting Structure

This appendix outlines the data required for reporting on the Key Performance Indicators (KPIs) of the NY AMI project. It is essential that AMI KPIs are reported periodically in order to operate the system efficiently. UIQ reporting is described in the advanced metering Manager 5.0 User Guide which will be delivered as part of standard documents listed in Appendix F (“List of Standard Documentation”)

R.1. Reporting structure

Three different reports are required for delivery: The Operational Report Daily, the Business Team Report Daily, and the Business Team Report Weekly.

The Operational Report Daily is for the operational team. It must be delivered daily after an attempt has been made to read the entire network at least once. This report contains meter reading rates, both registers and intervals, as well as network statistics.

The Business Report Daily is for the business team. It must be delivered daily with the final statistics from the previous day. This report contains only meter reading statistics.

The Business Report Weekly is for overall reporting, and it may be presented to AVANGRID Executive team. The Business Report Weekly must be delivered weekly using the final statistics from the previous week. This report contains only meter reading statistics.

R.2. Appendix

Installed Meters	Provisioned meters, meters pending registration (non-communicating), registered meters not provisioned
Reading Rates Calculations	<p>To calculate percentage:</p> <p>Read Meters (Load Profile): system considers partial reads of a meter</p> <p>Read Meters (Load Profile all intervals): system considers meter read for all the intervals in a day</p> <p>For example, for a population of 10 meters with hourly intervals, 240 intervals are expected per day. If 6 intervals of one meter are missing:</p> <p>Read Meters (Load Profile): $236/240=98.33\%$</p> <p>Read Meters (Load Profile all intervals): $9/10=90.00\%$</p>
Not Accessible Access Point	A Access Point is considered not accessible after 60 minutes of not responding.

S. Appendix F – List of Standard Documentation

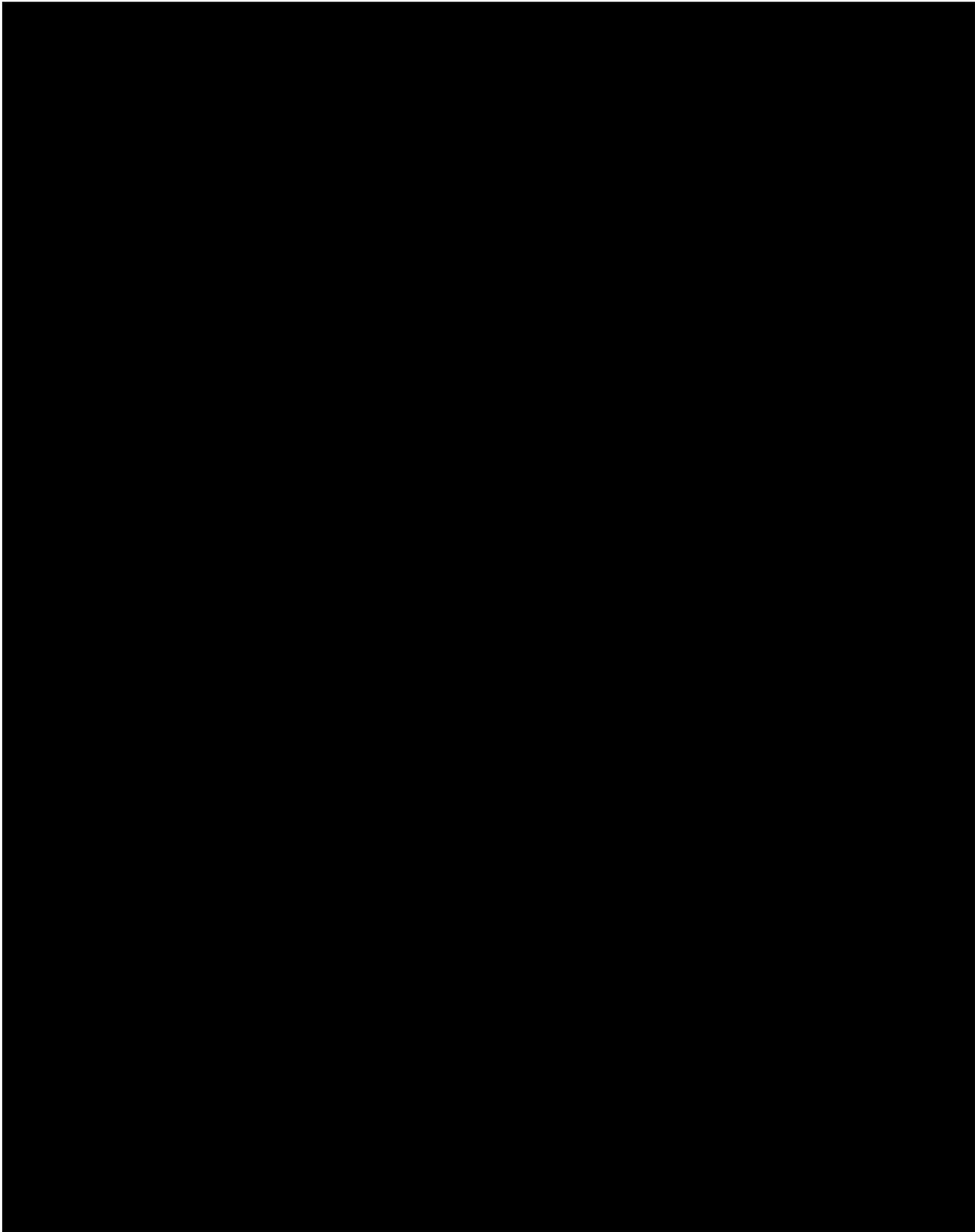
The following documents will be provided as part of the HES implementation project

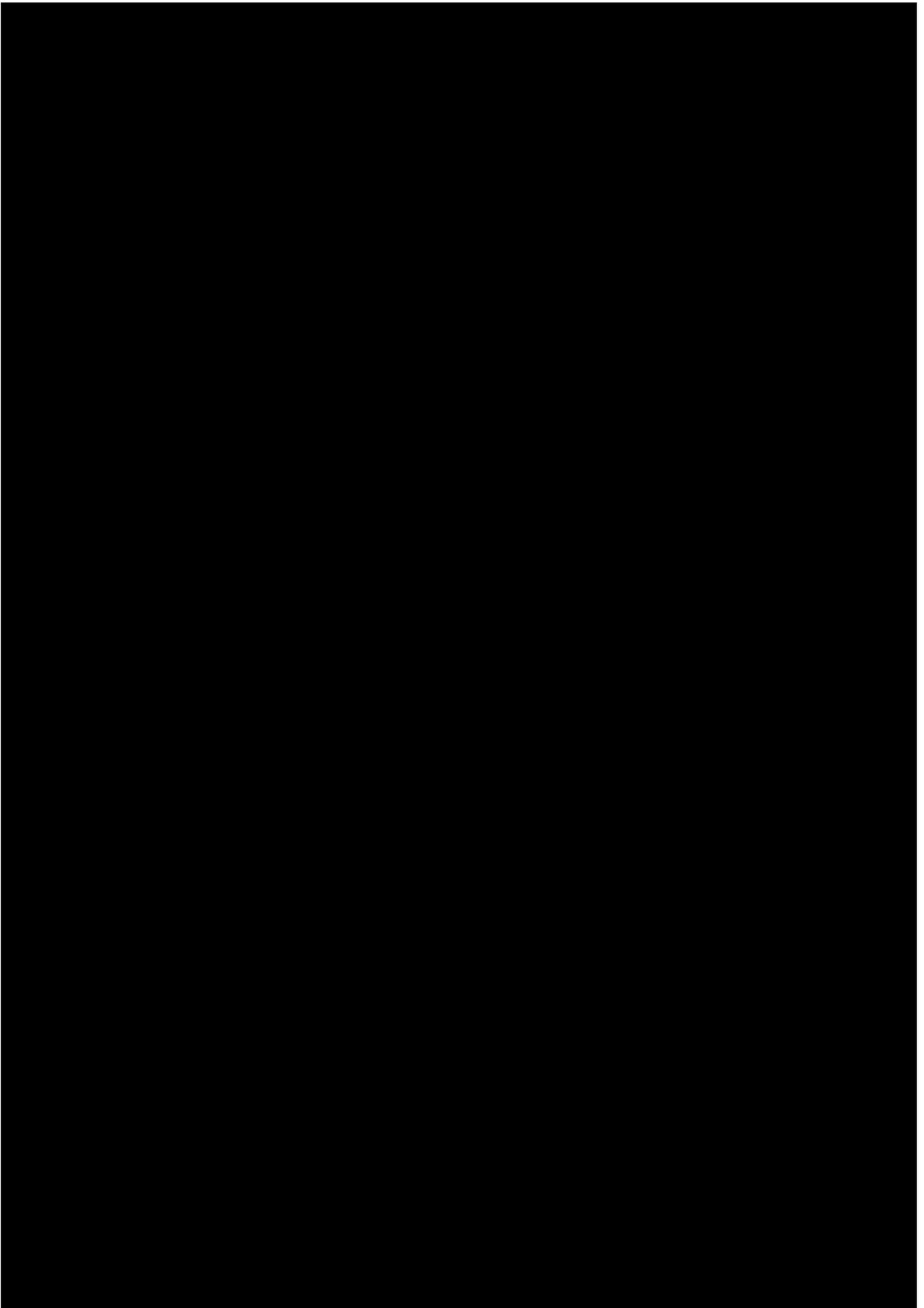
Product	Component	Document	Version	Status
UIQ	Advanced Metering Manager	Advanced Metering Manager 5.0 Integration Guide	2020	Active
		Advanced metering Manager 5.0 User Guide	2020	Active
		AMM/NIC Meter Support in AMM 5.0 & NIC Firmware 5.0 System Reference	2020	Active
	Firmware Upgrade	Firmware Upgrader (FWU) User Guide	2020	Active
	Meter Program Configurator	Meter Program Configurator (MPC) 4.15 User Guide	2020	Active
		Meter Program configurator (MPC) 4.16 Web Services 2.2 Guide	2020	Active
	UtilityIQ	Roles and Privileges 5.0	2020	Active
		UtilityIQ 5.0 Installation Guide	2020	Active
		UtilityIQ 5.0 and Gridscape Ports and Protocols	2020	Active
		Sizing Requirements UtilityIQ 5.0 and Supported Protocols	2020	Active
	Network Operations Center	Network Center Datasheet	2020	Active

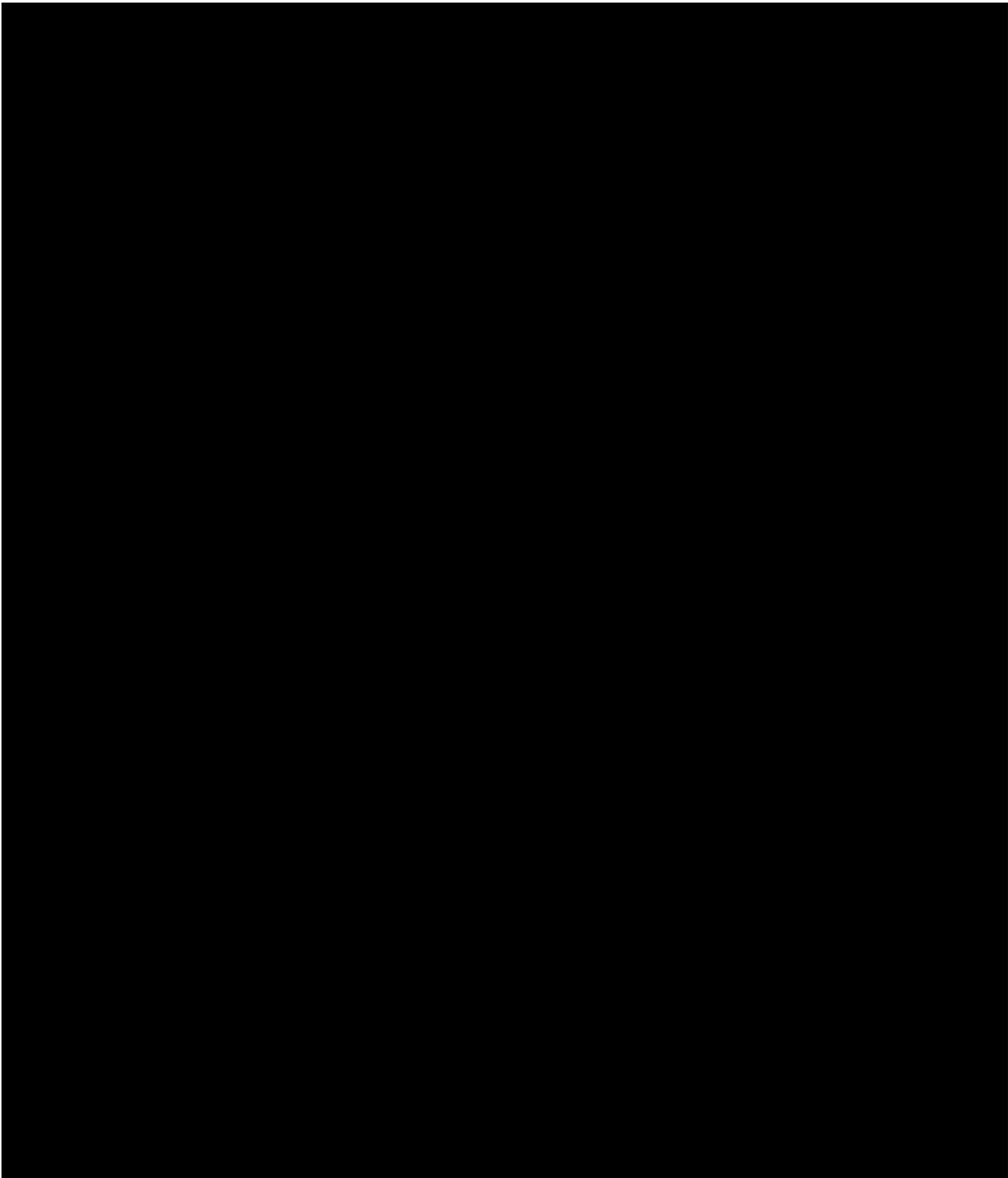


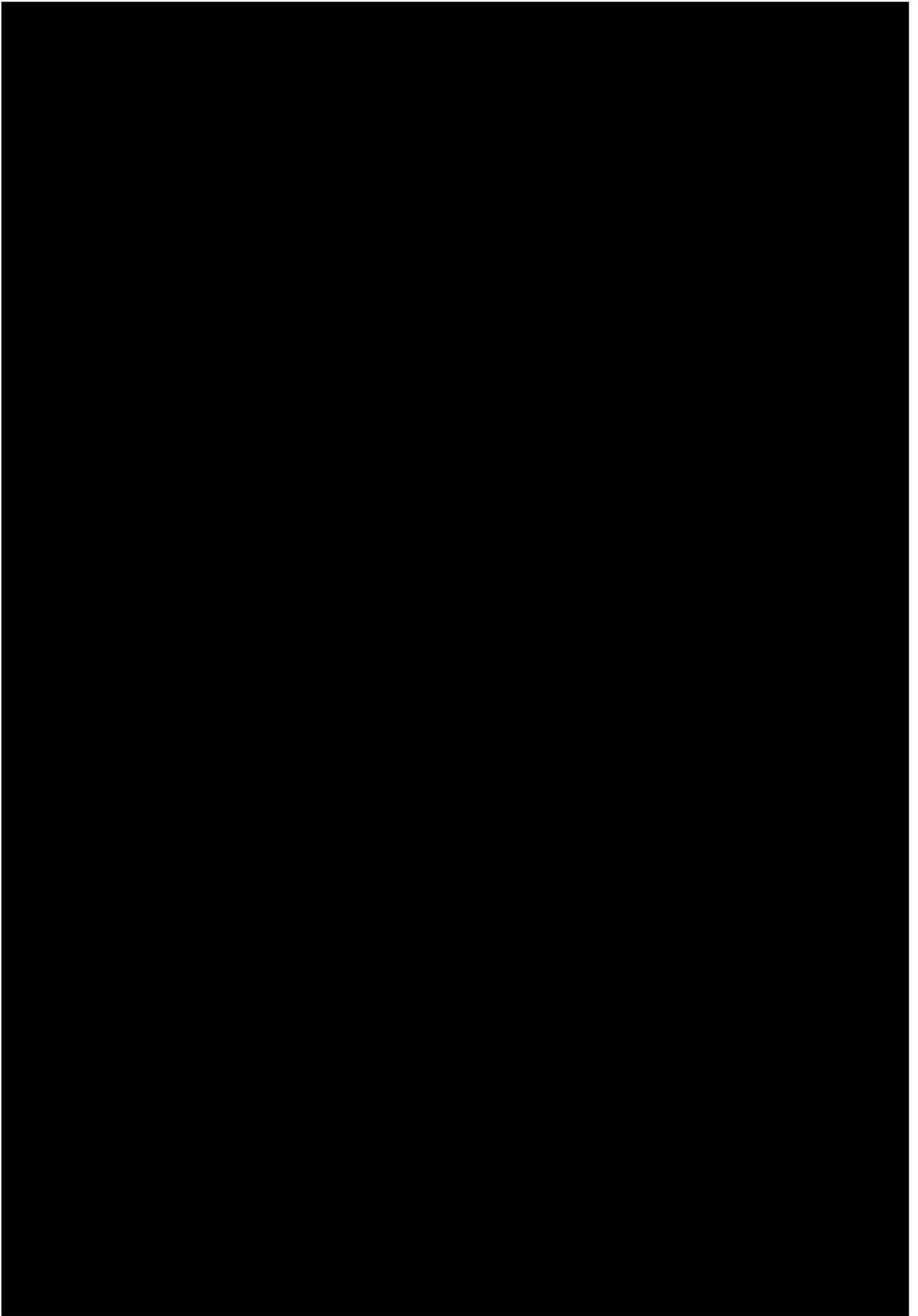
		Network Center 1.8 User Guide	2020	Active
		Network Center 1.8.0 Installation Guide	2020	Active

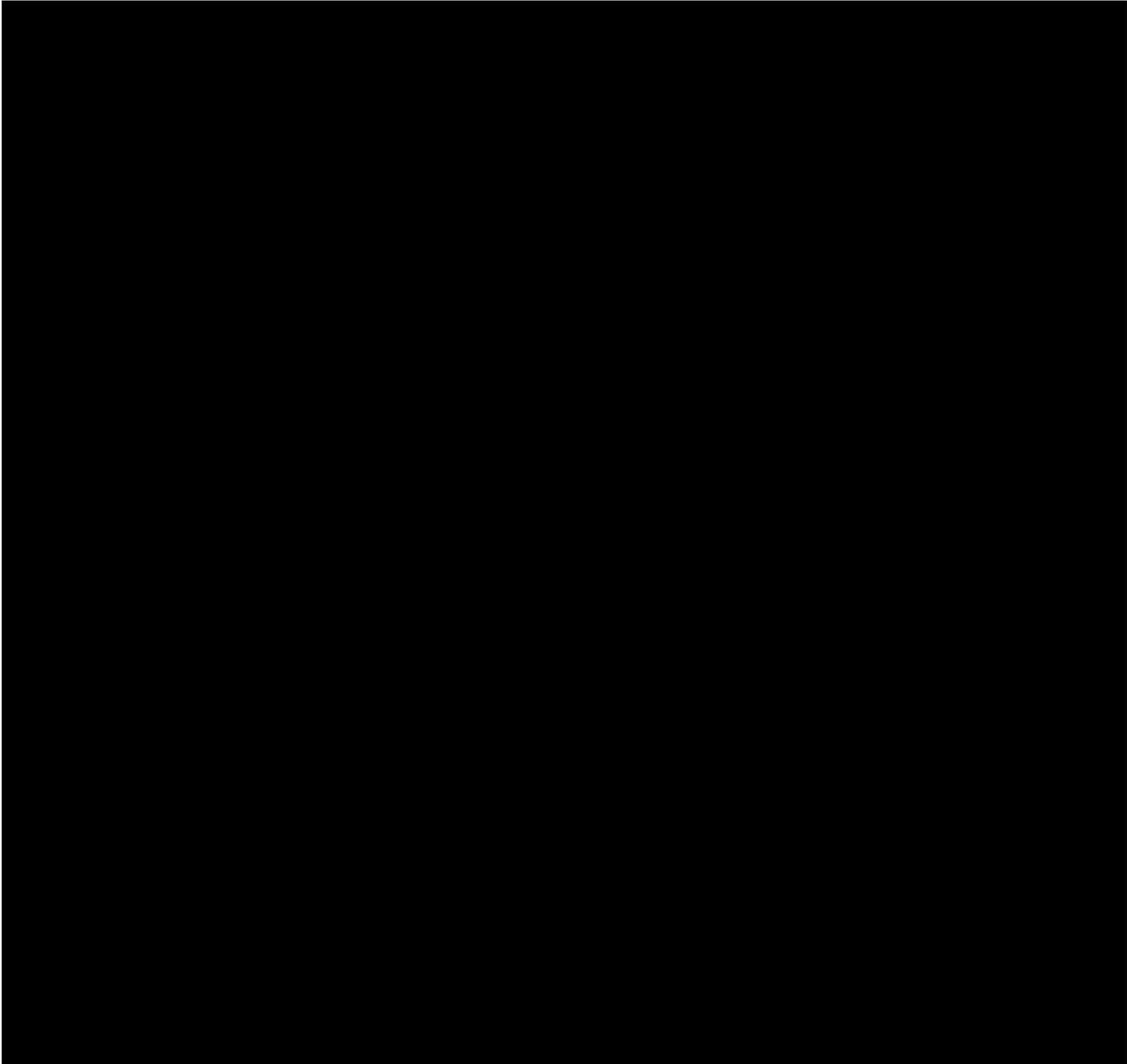




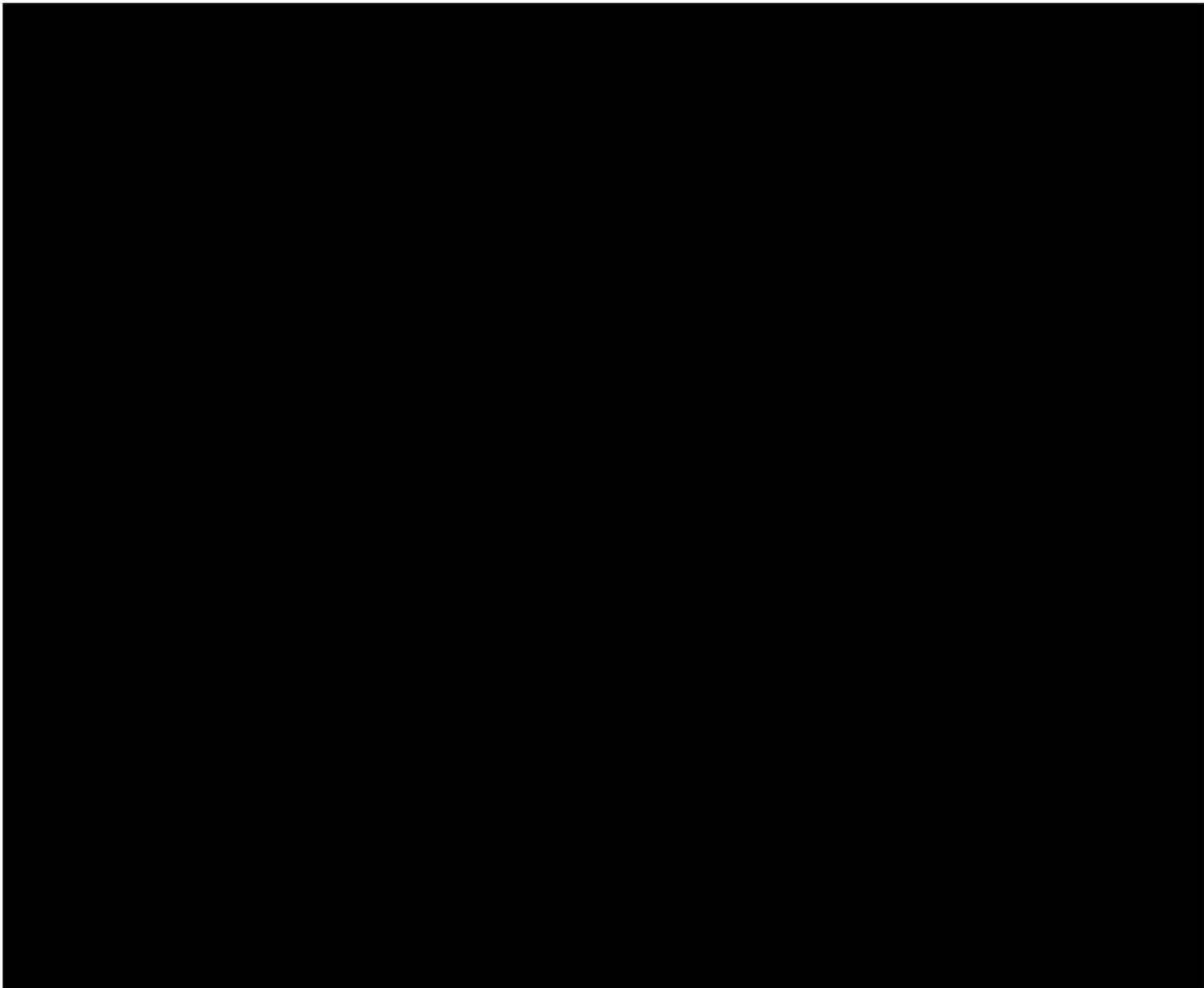


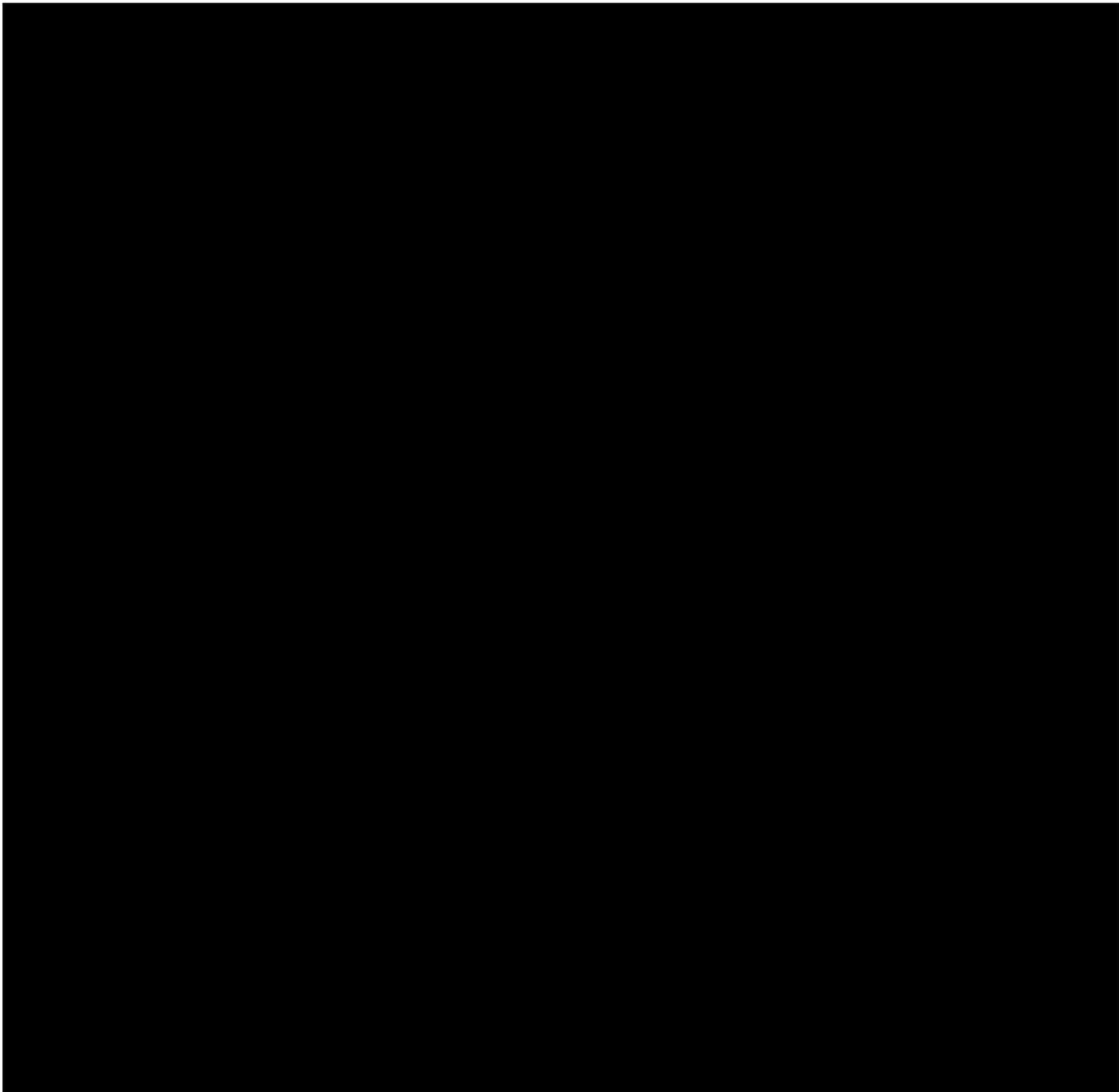


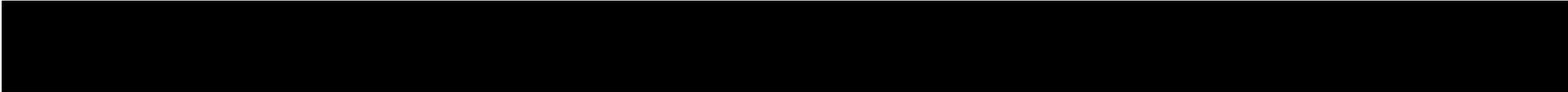












Attachment B-2

IEE MDM Implementation for NY AMI Solutions

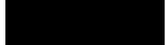
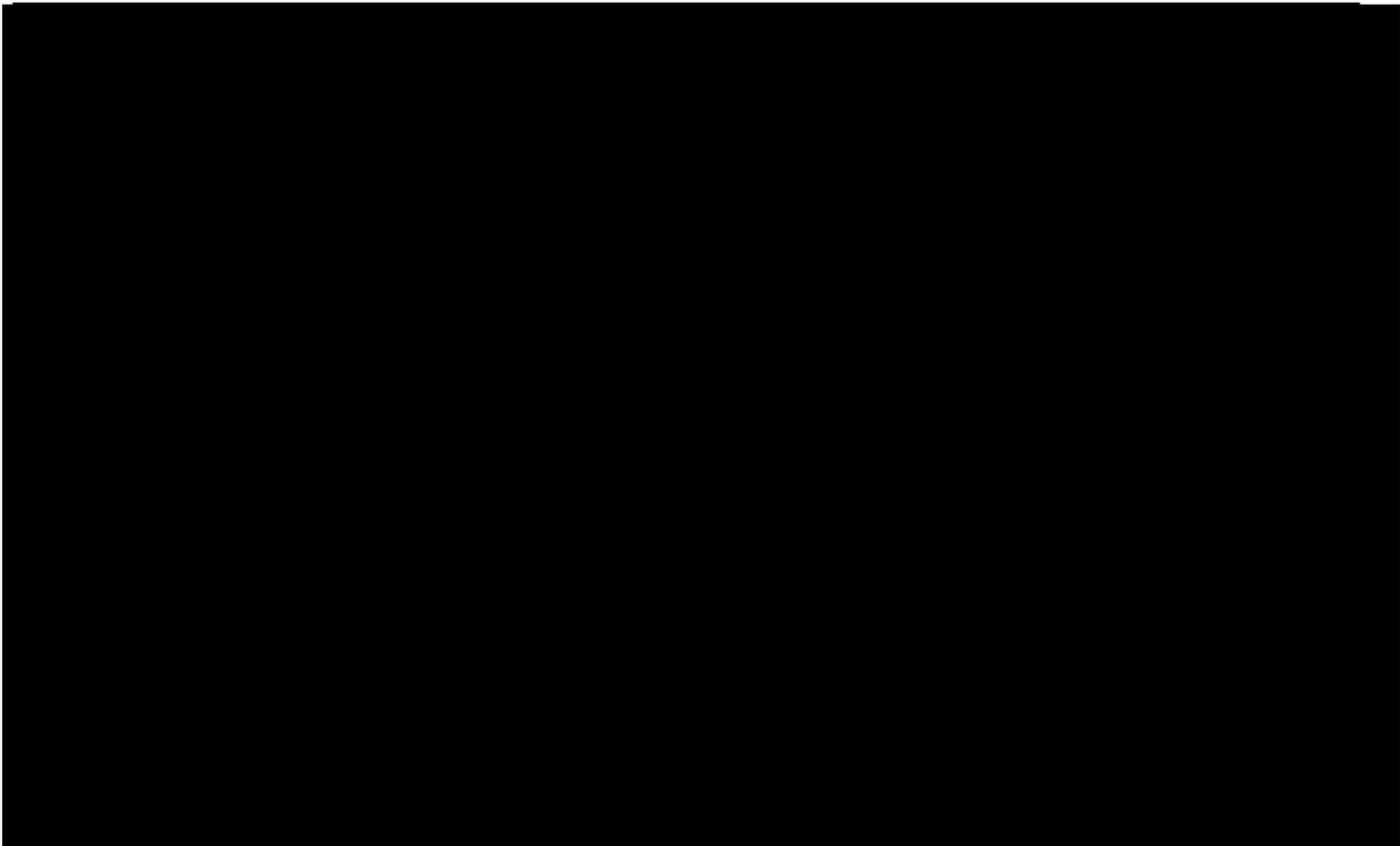
Statement of Work

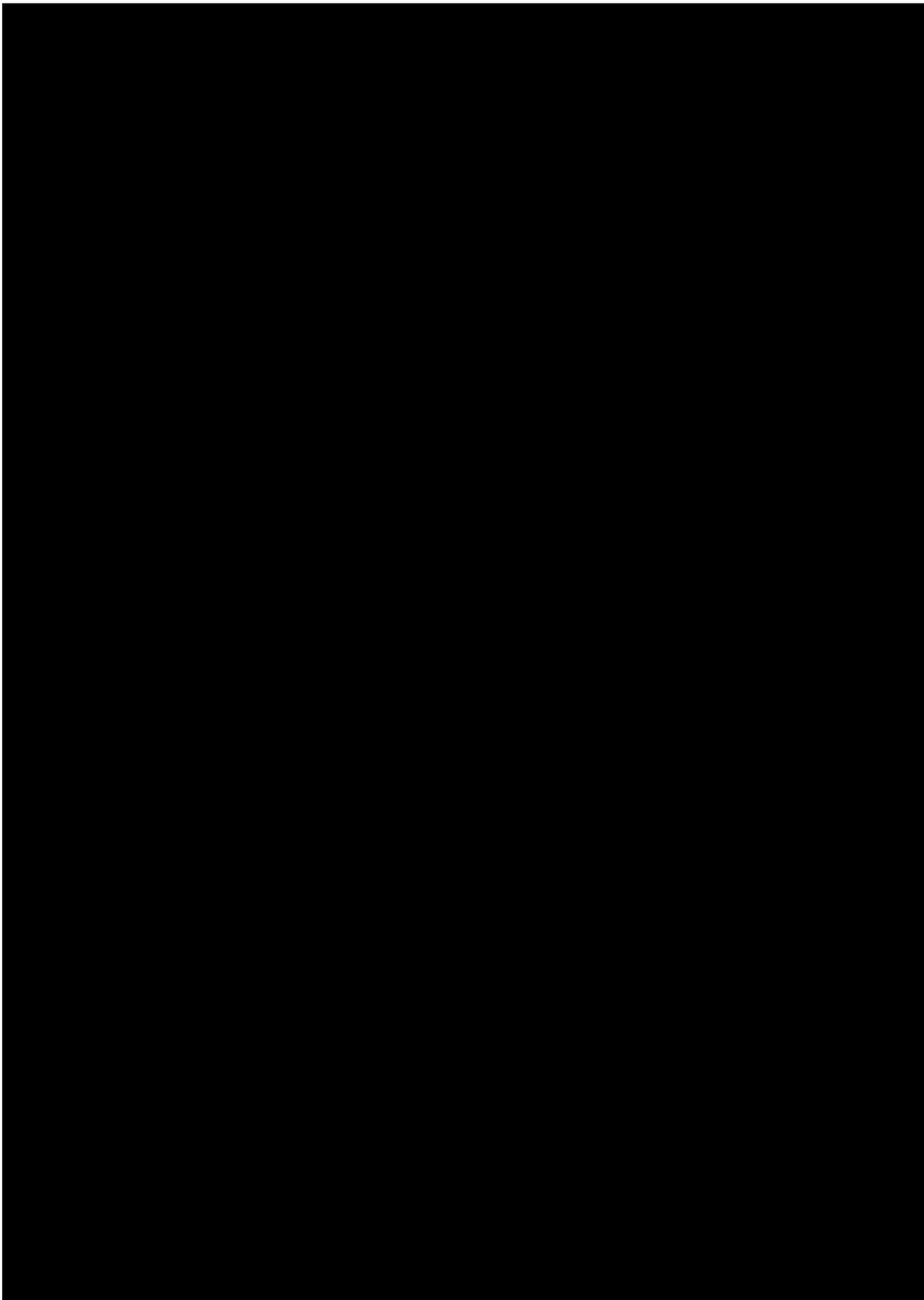
IEE MDM IMPLEMENTATION FOR NY AMI SOLUTIONS Avangrid Service Company

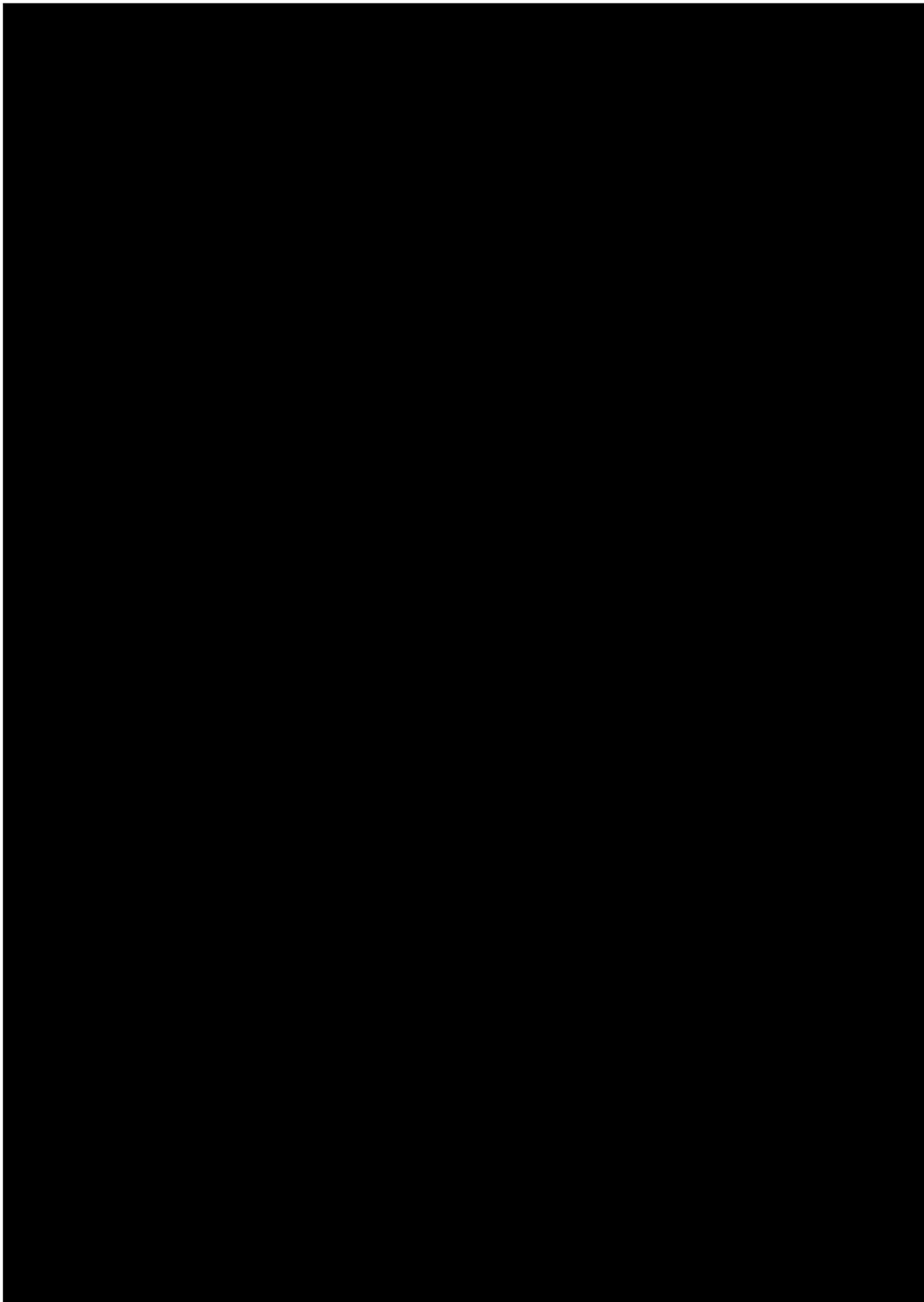
SOW Point of Contact [REDACTED]

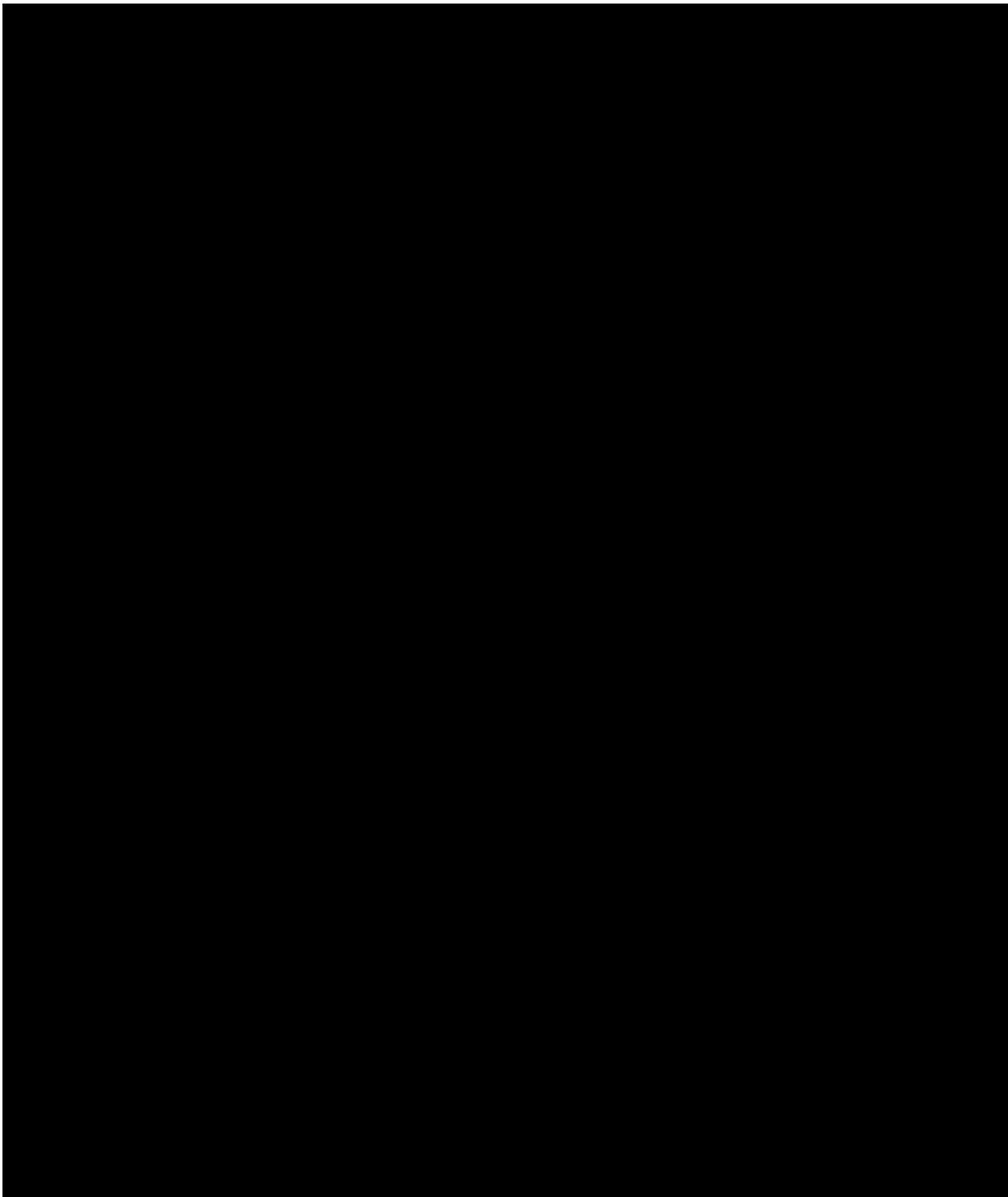
Date: 12/21/2020

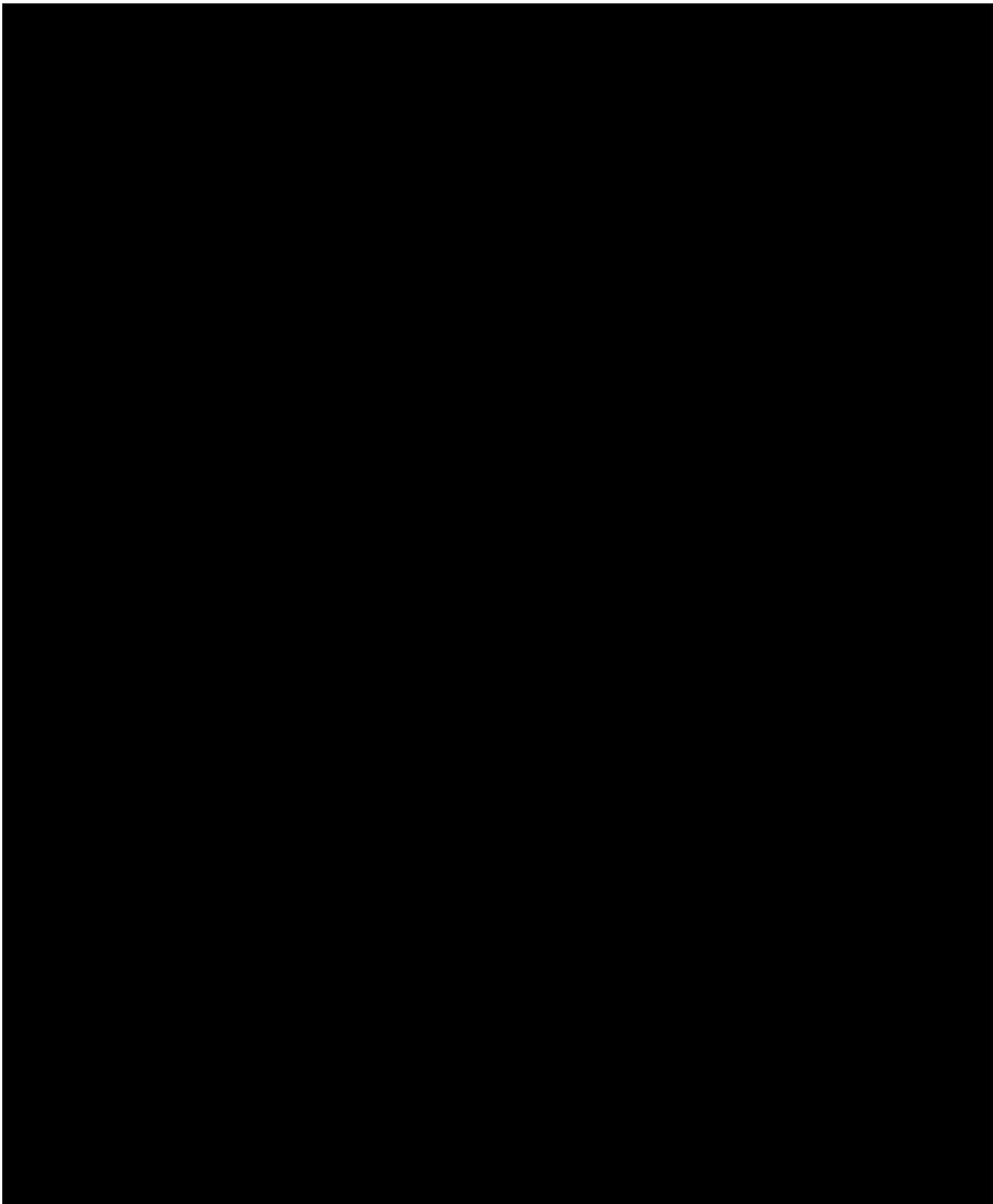
Version: 1.6

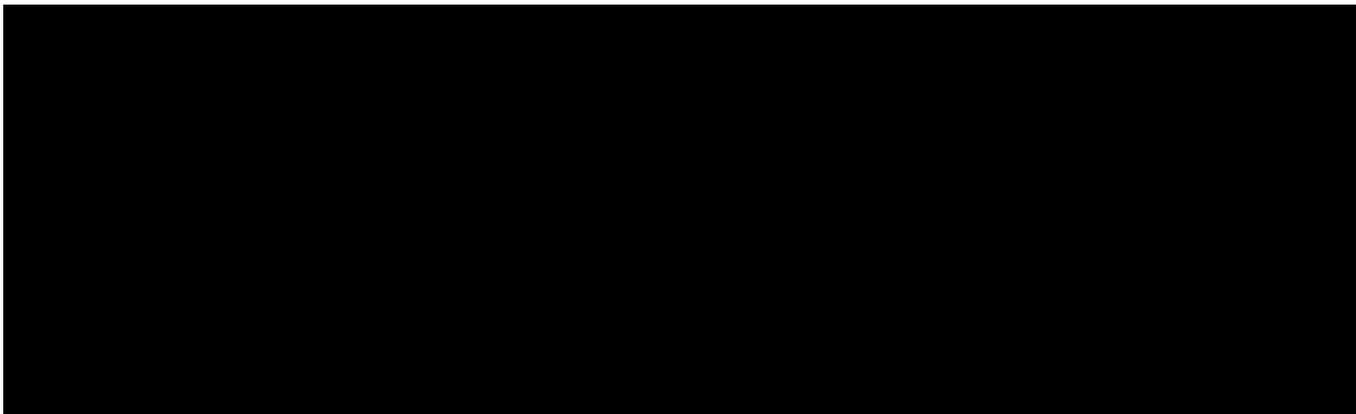


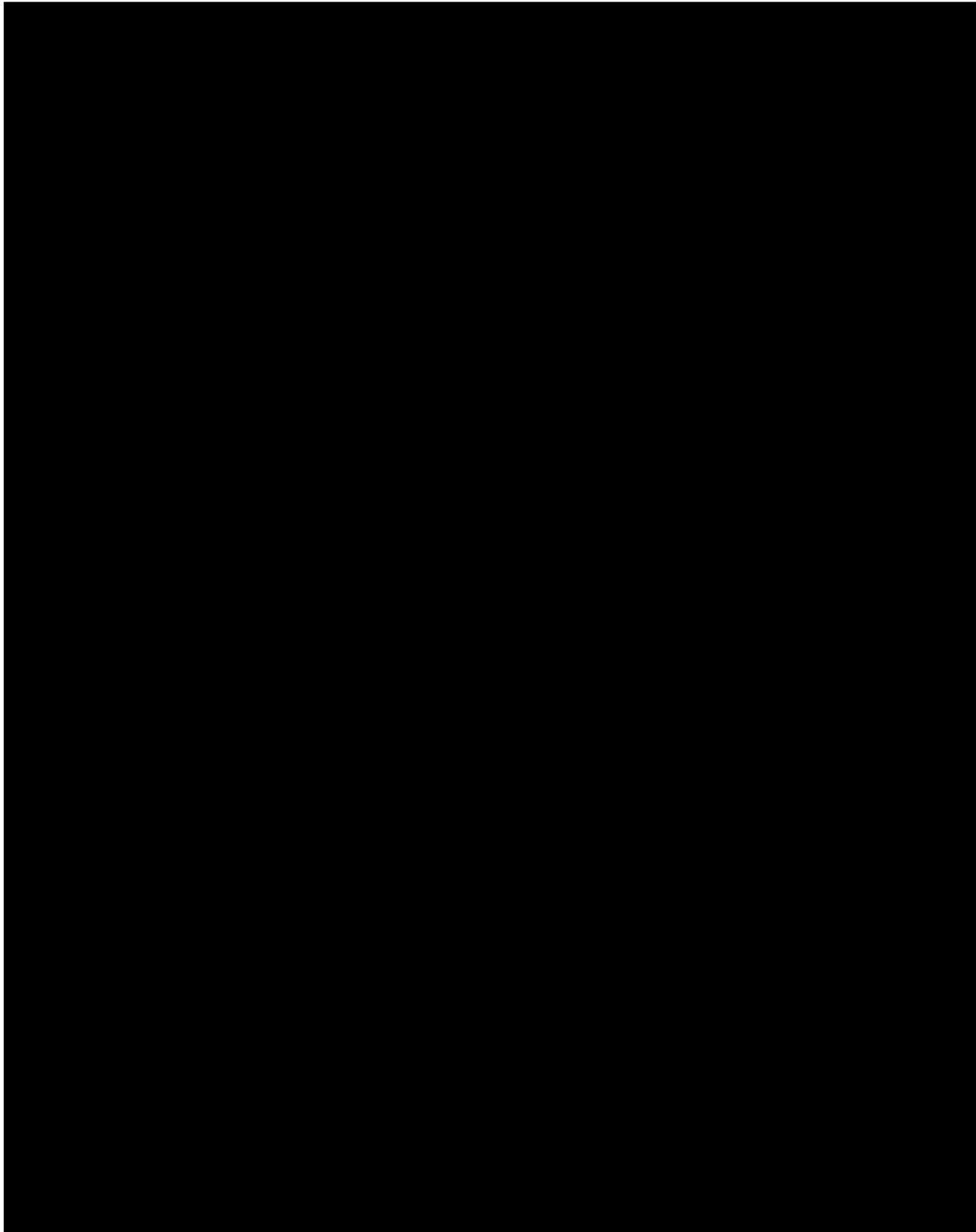


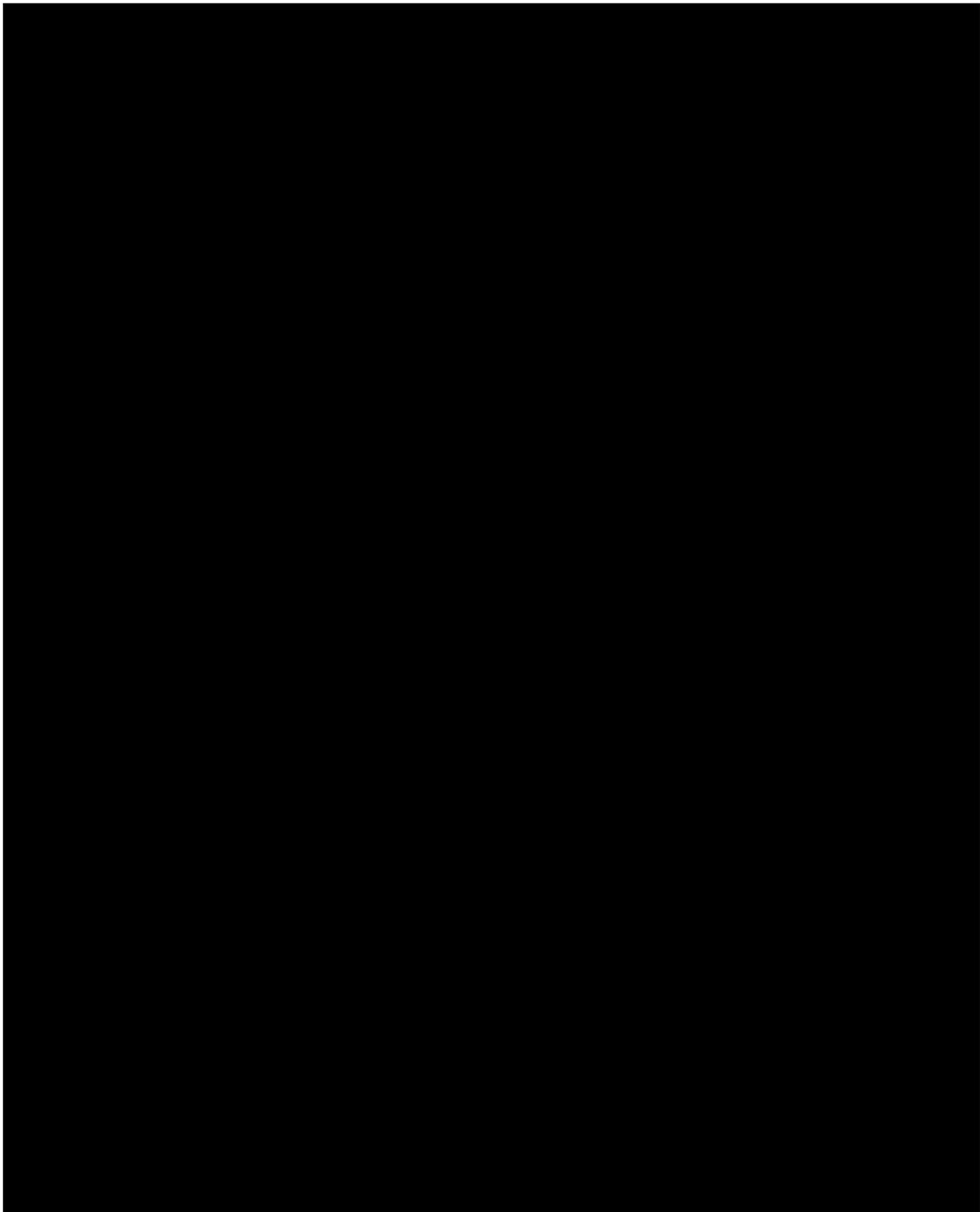


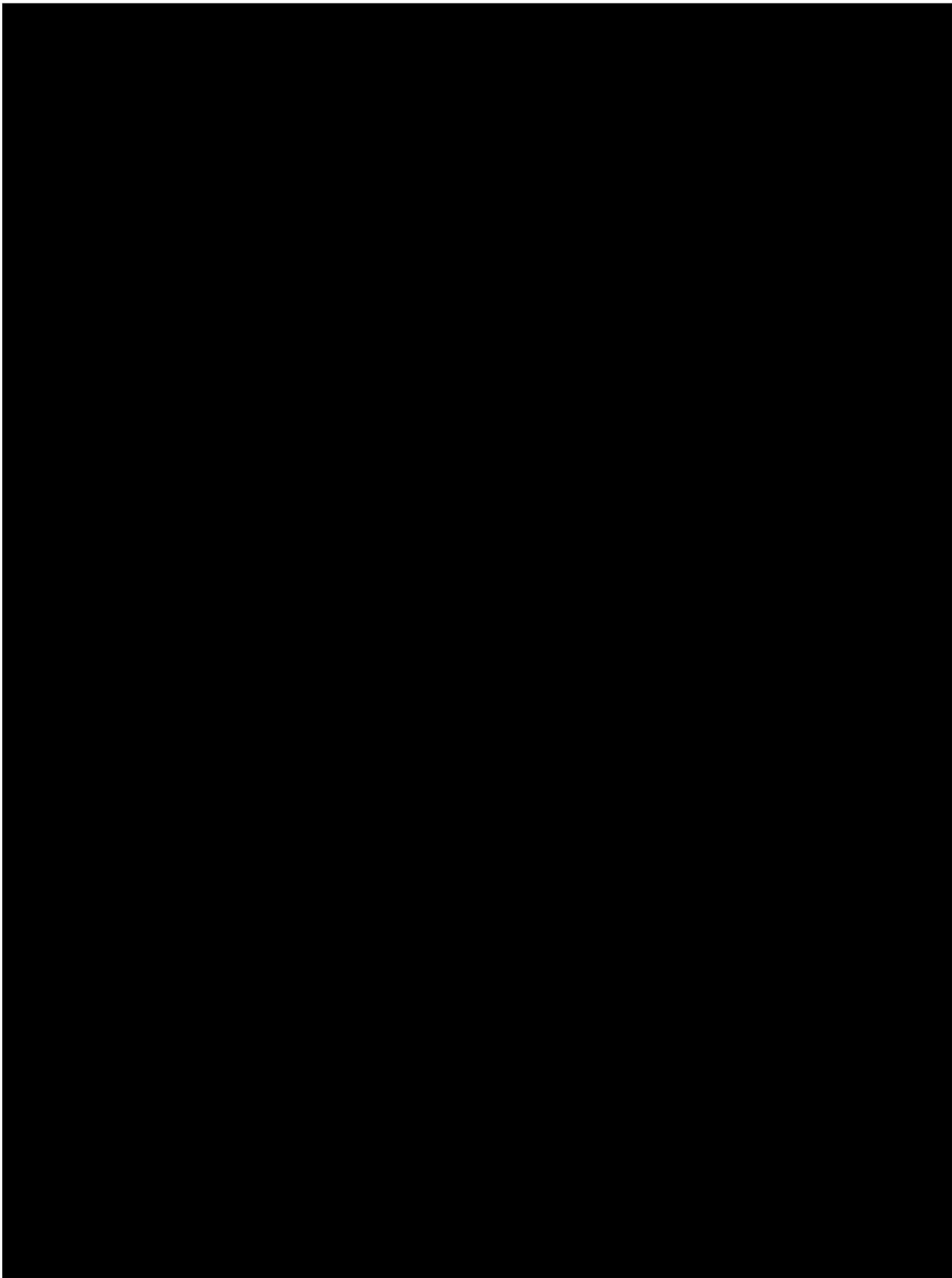


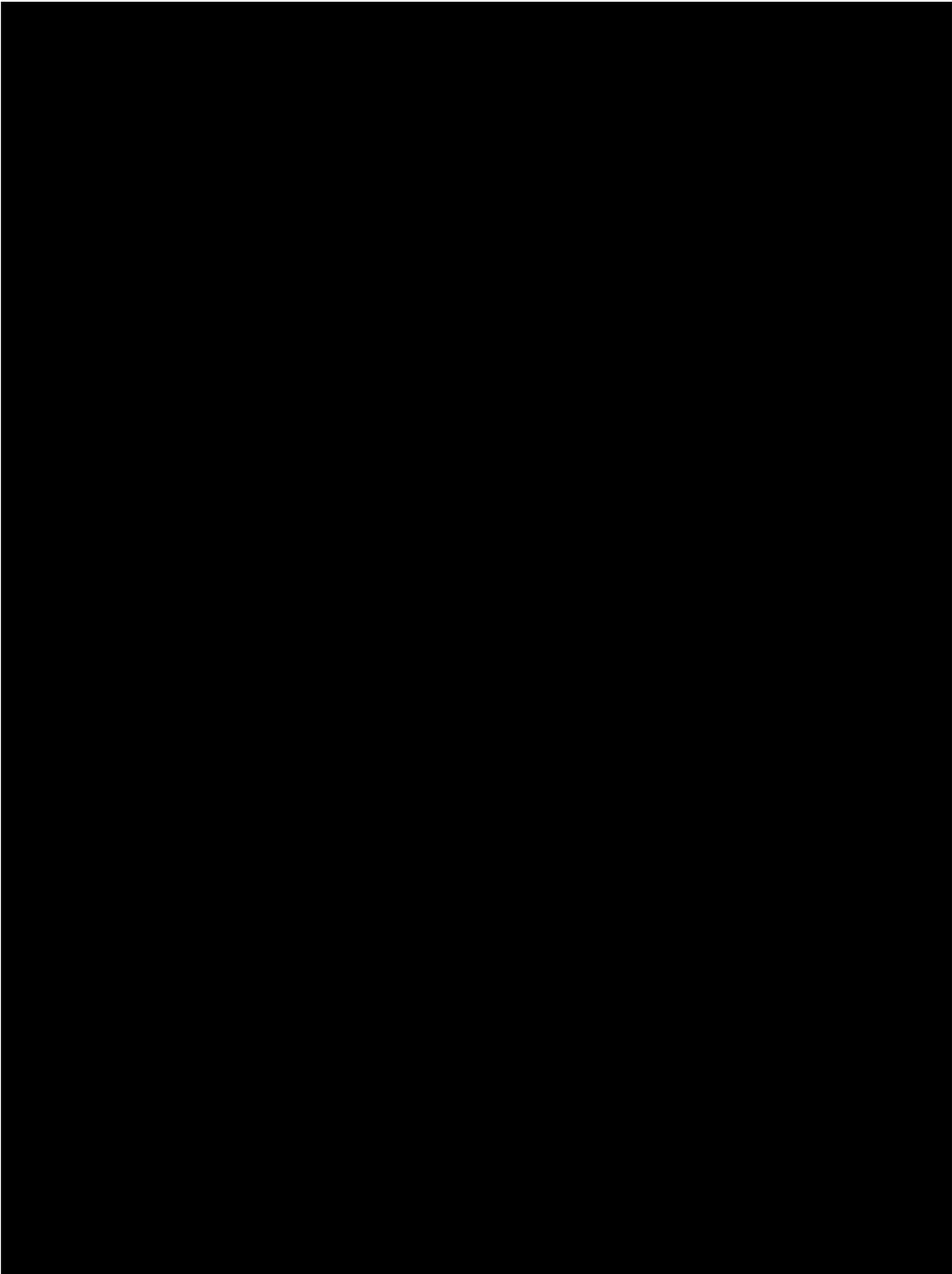




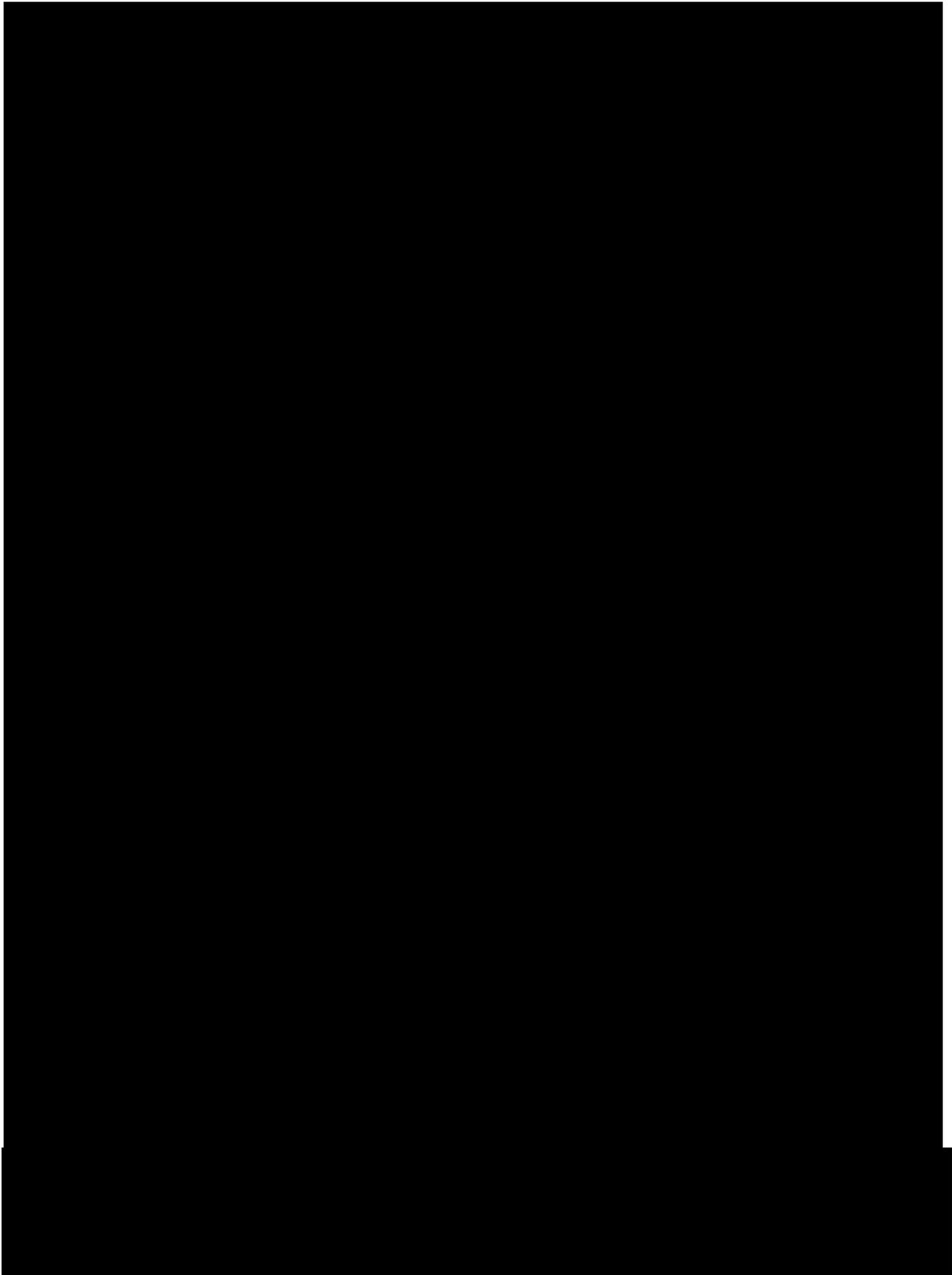


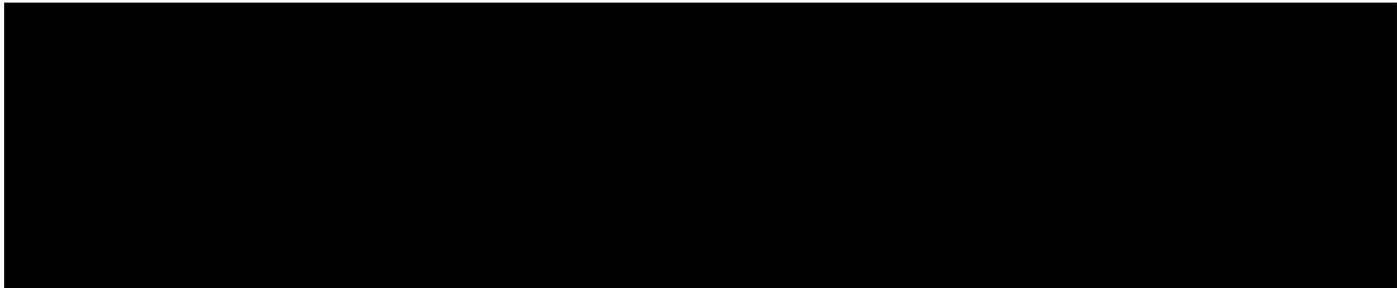


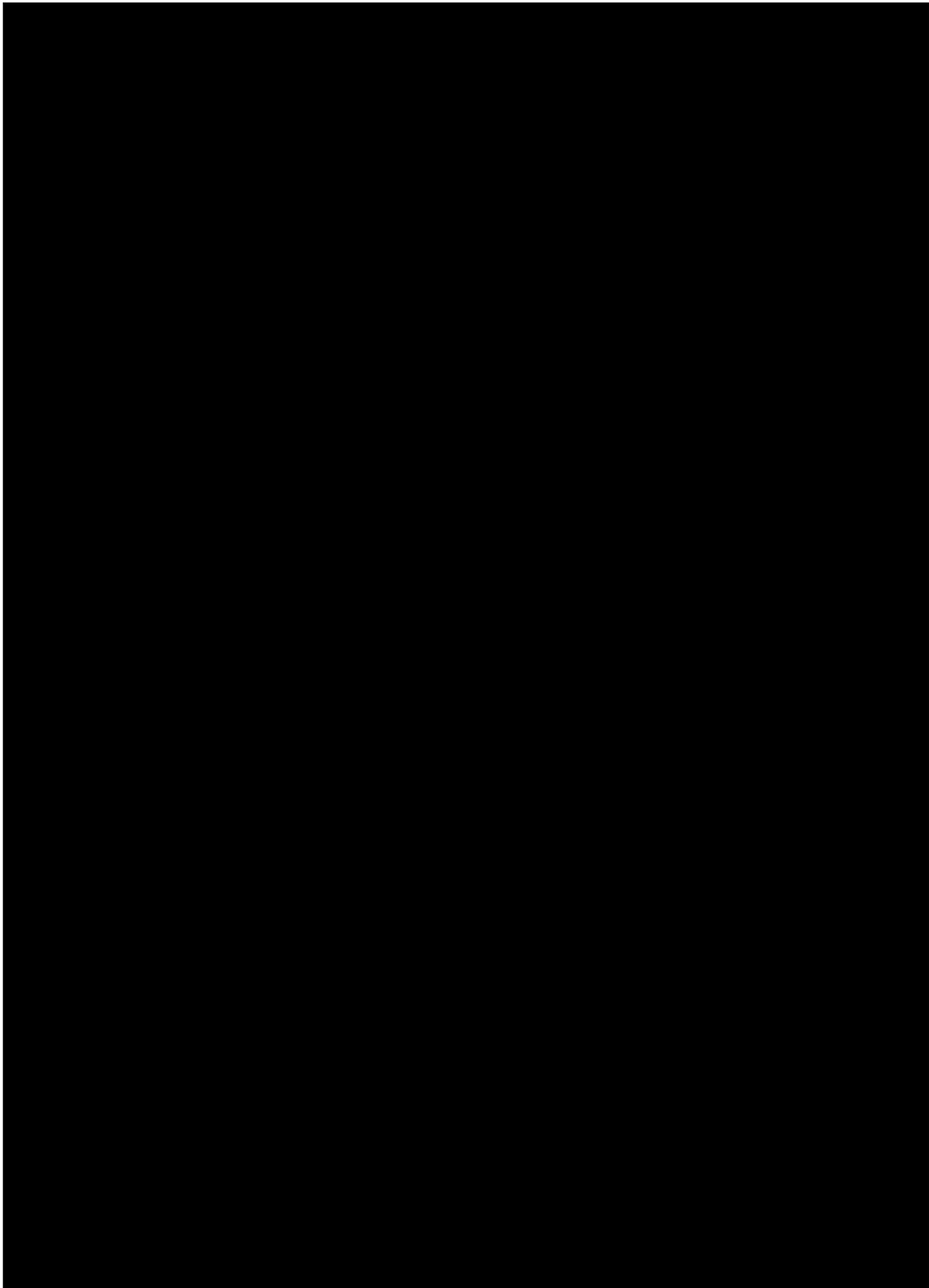


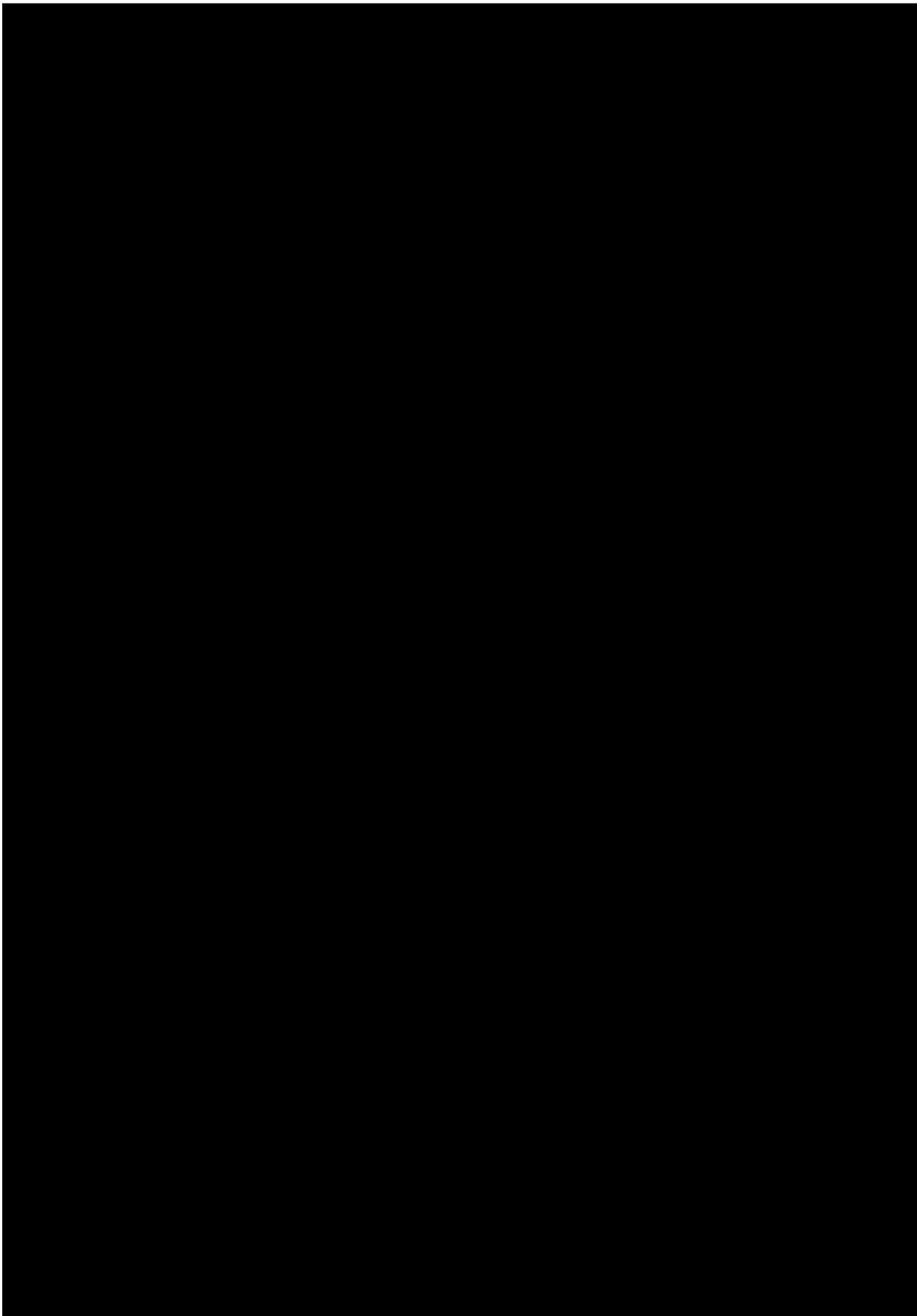


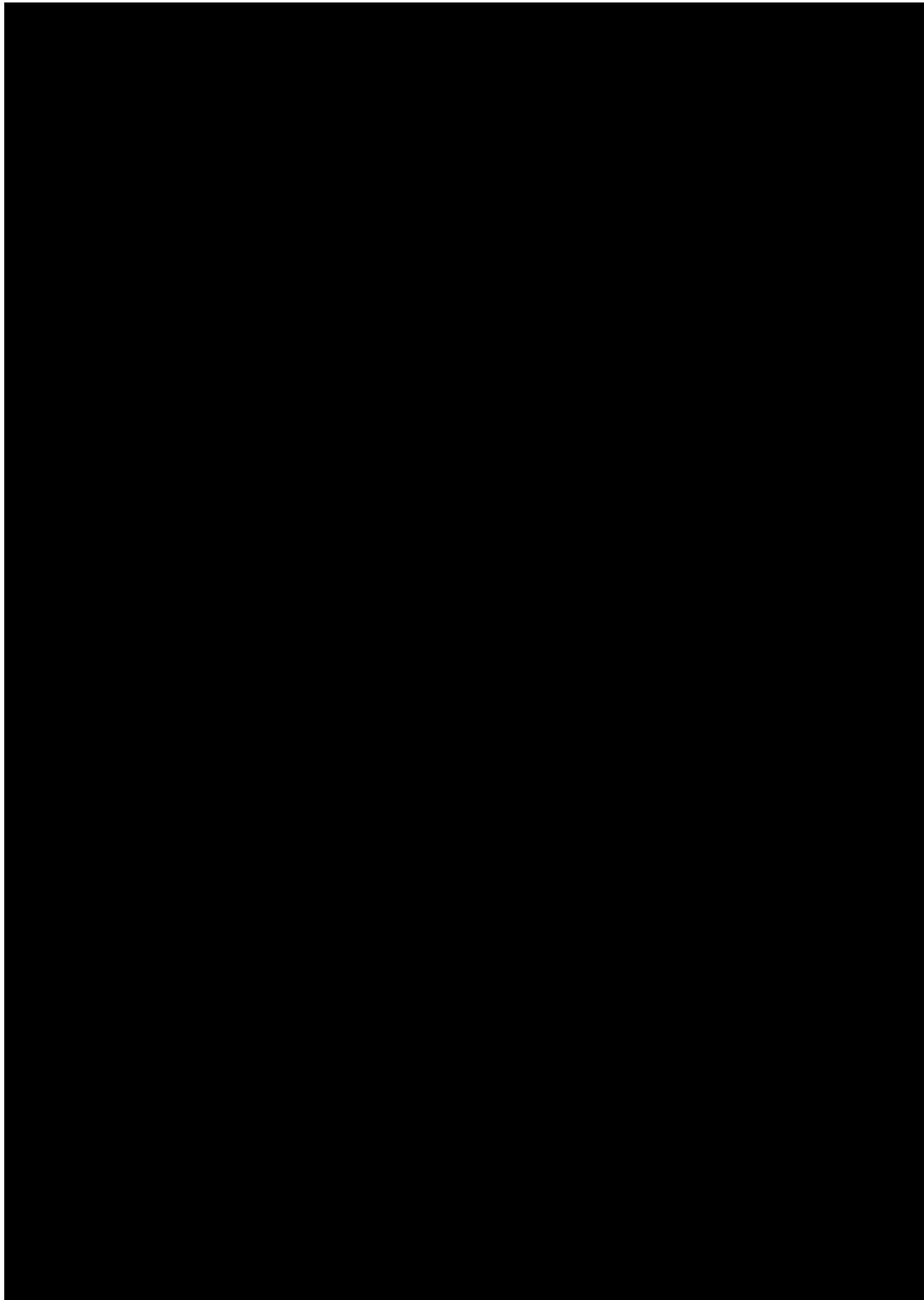


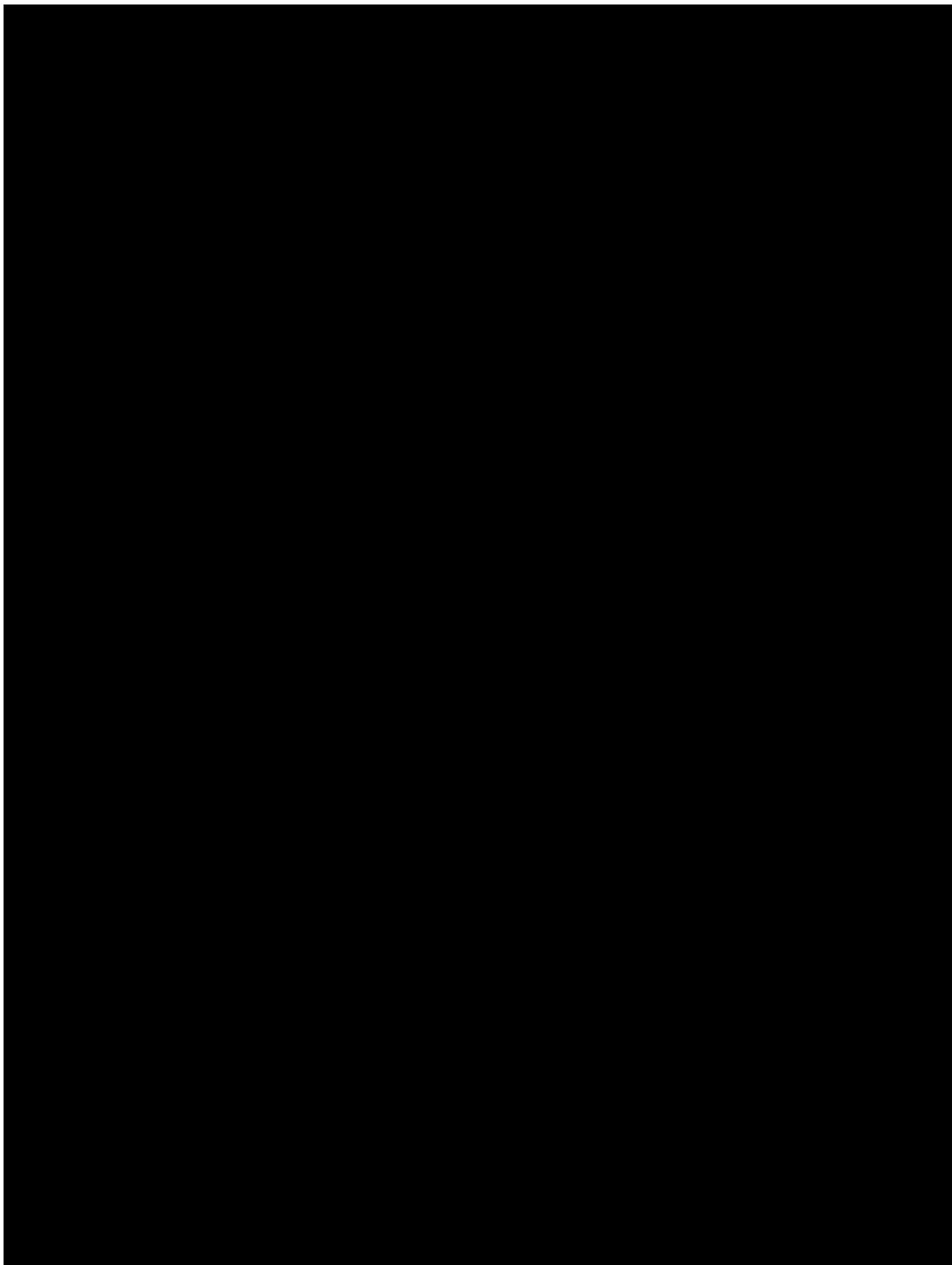


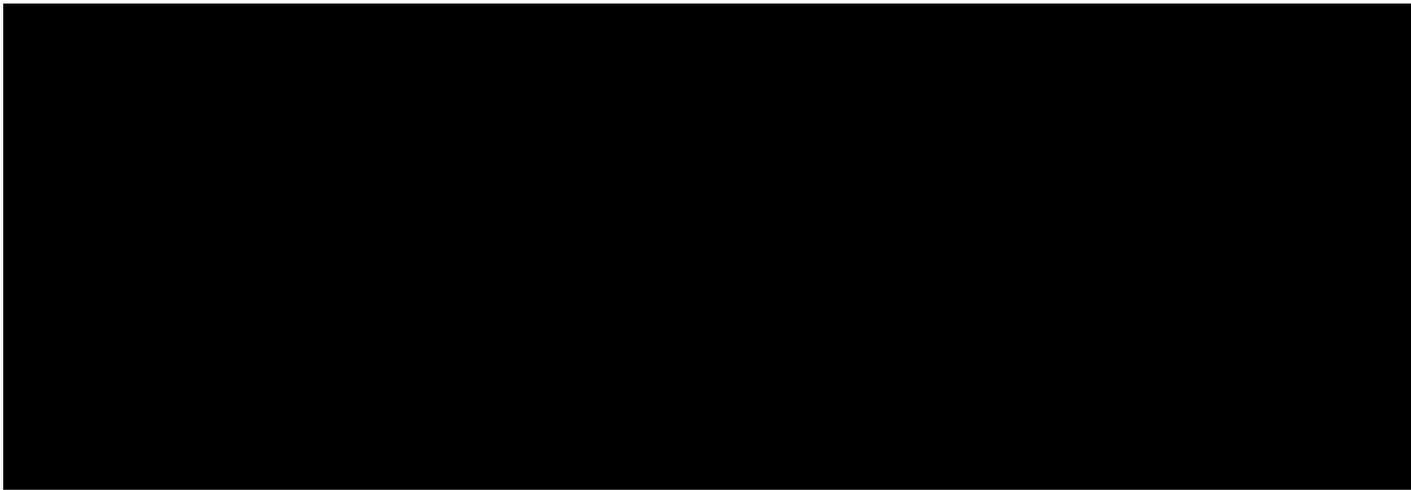


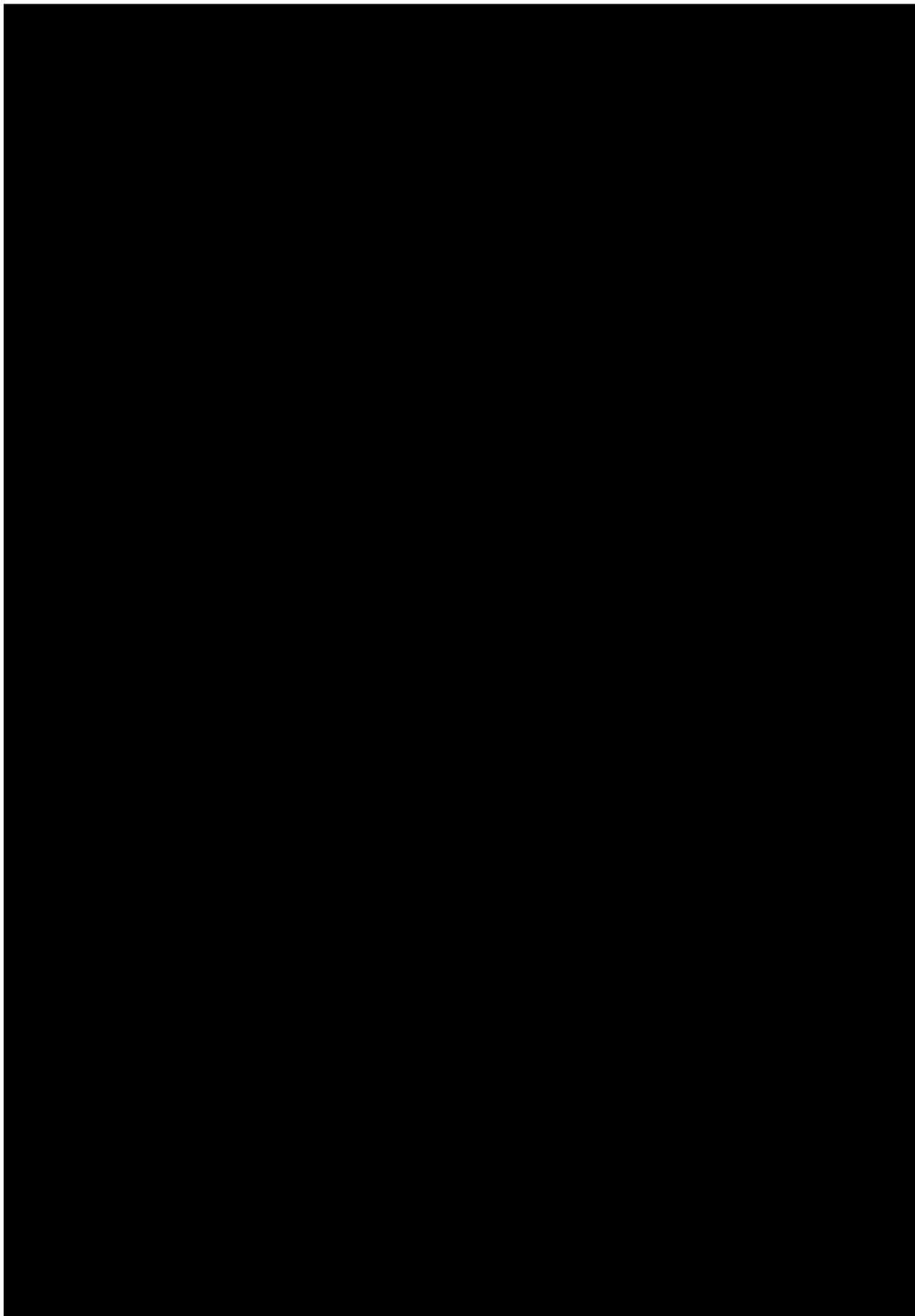


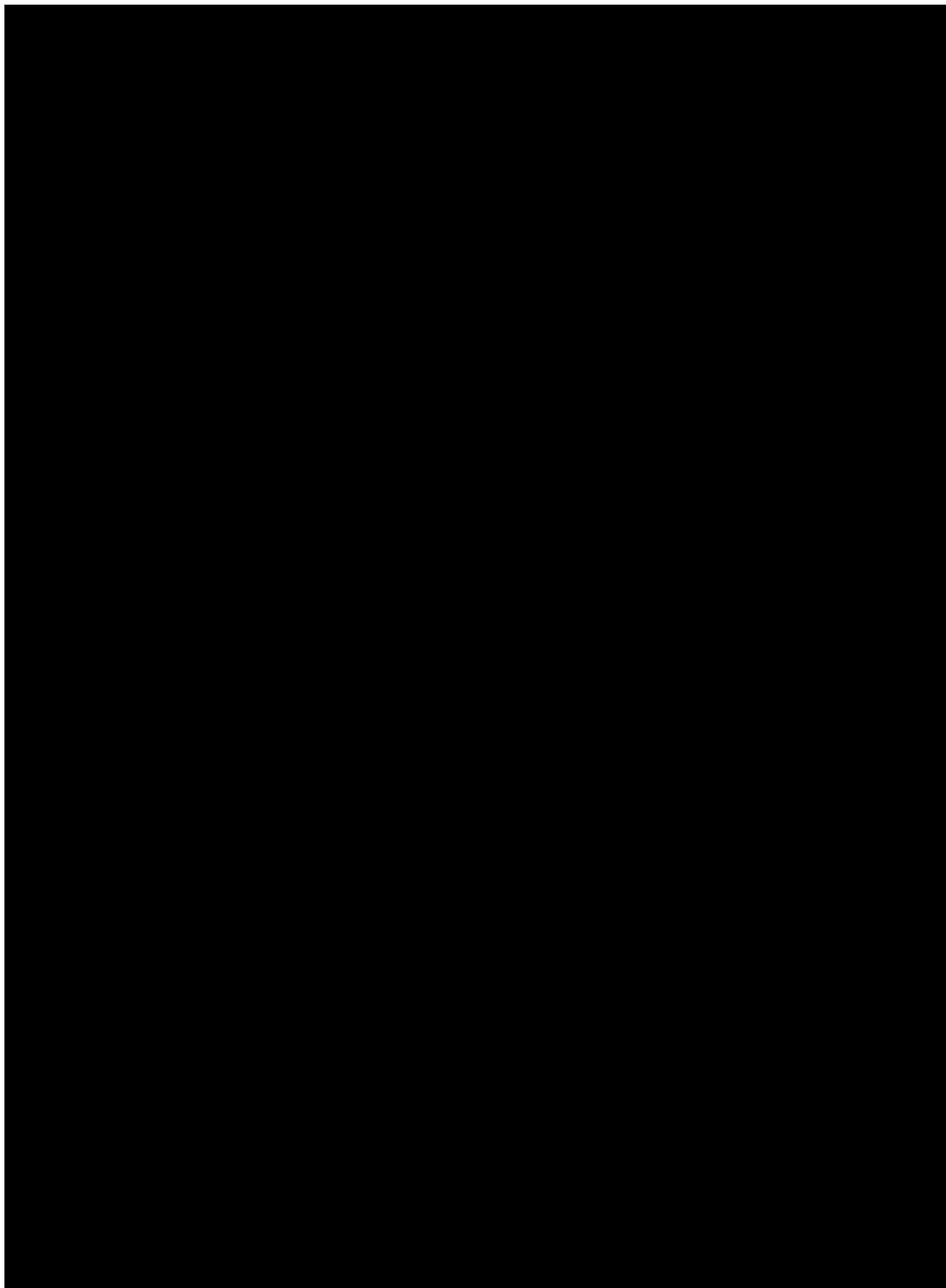


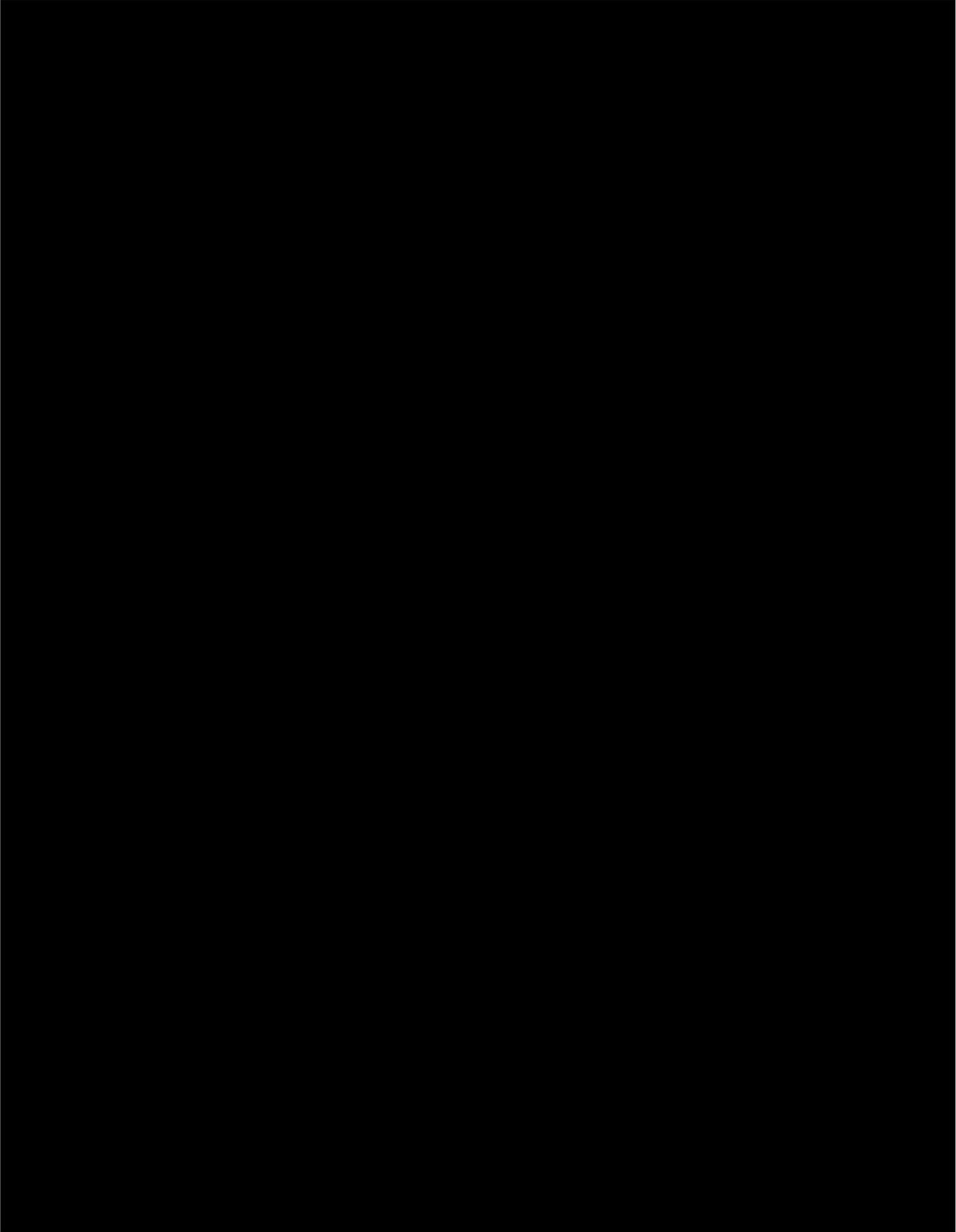


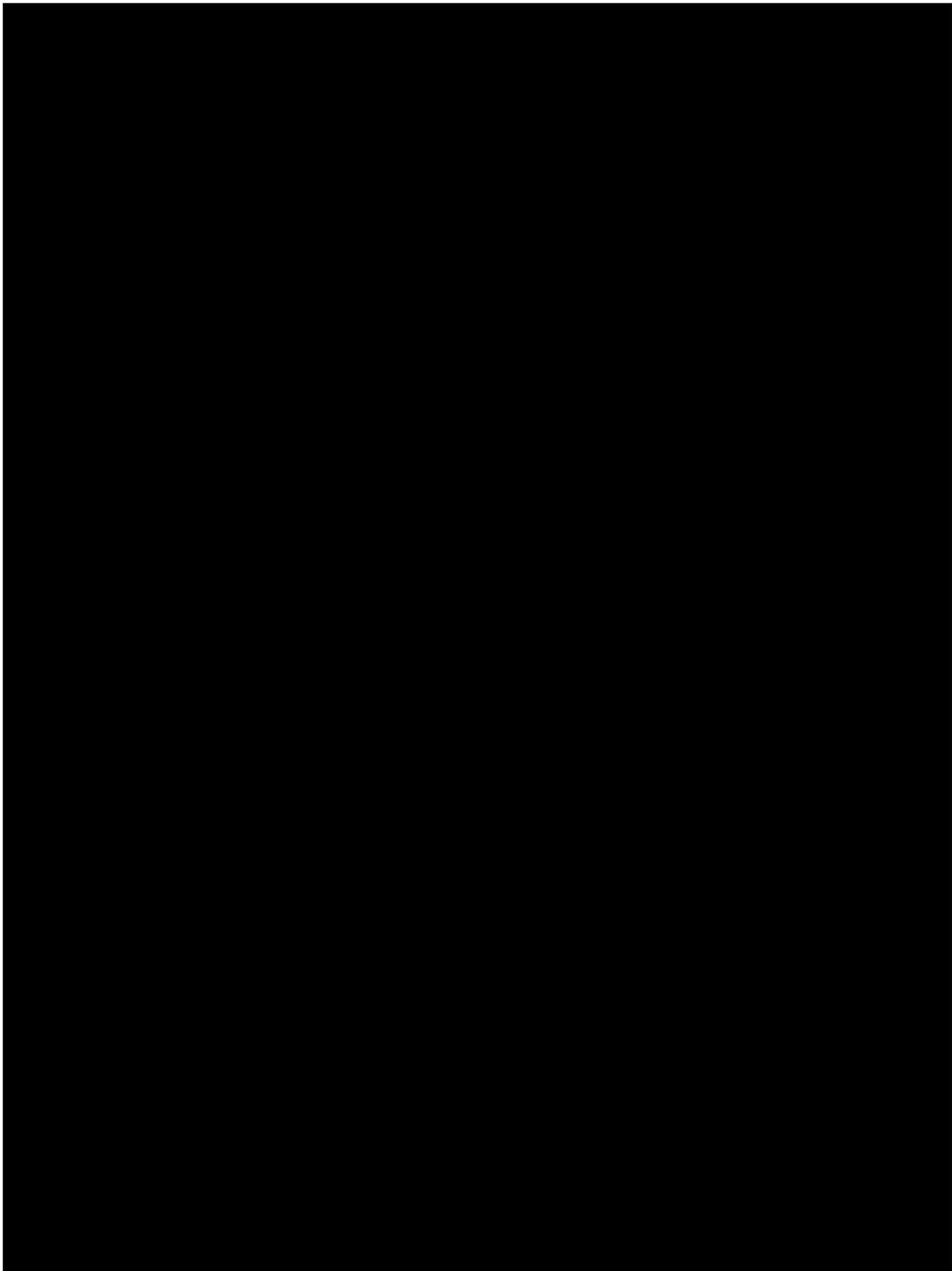


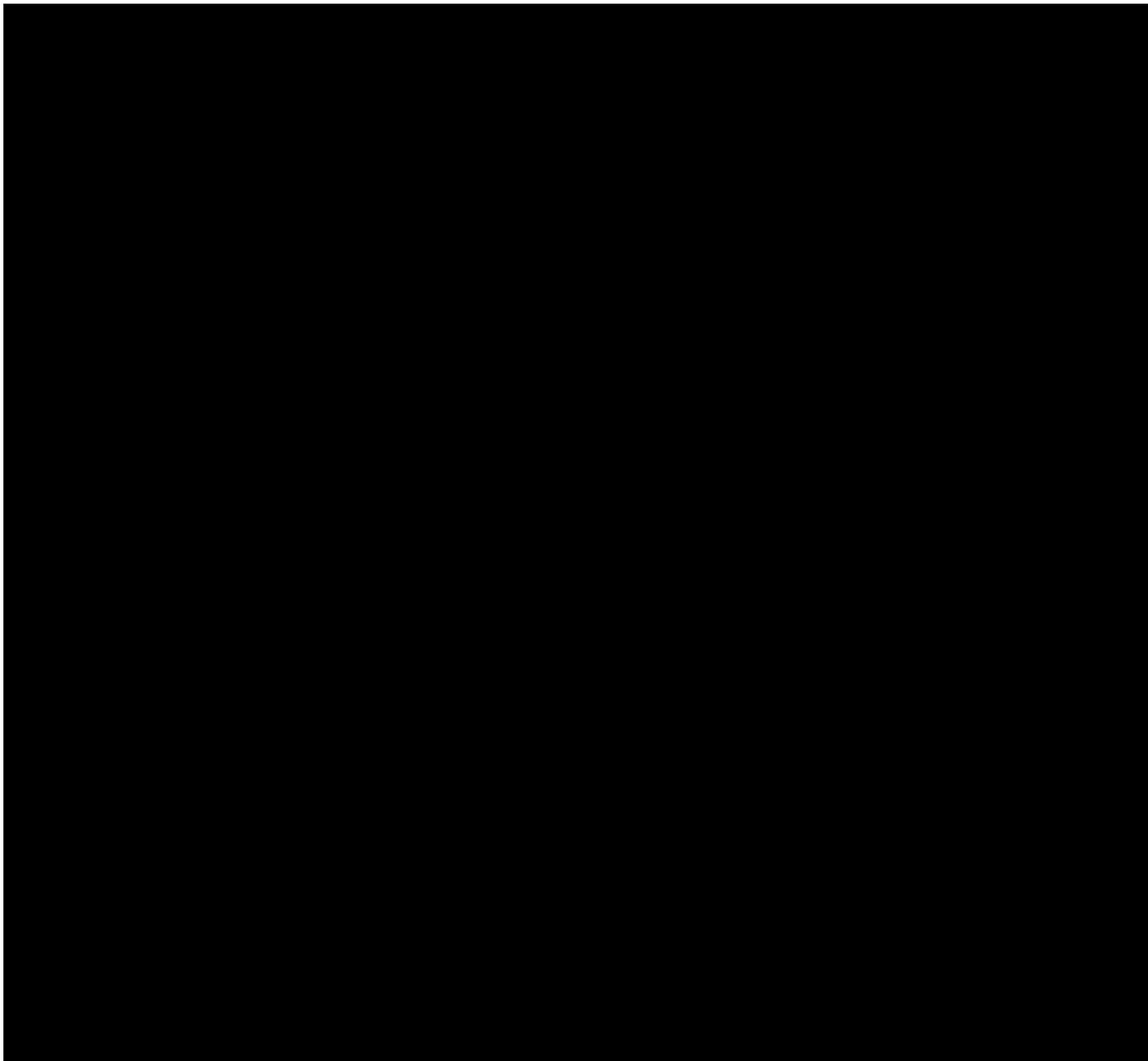


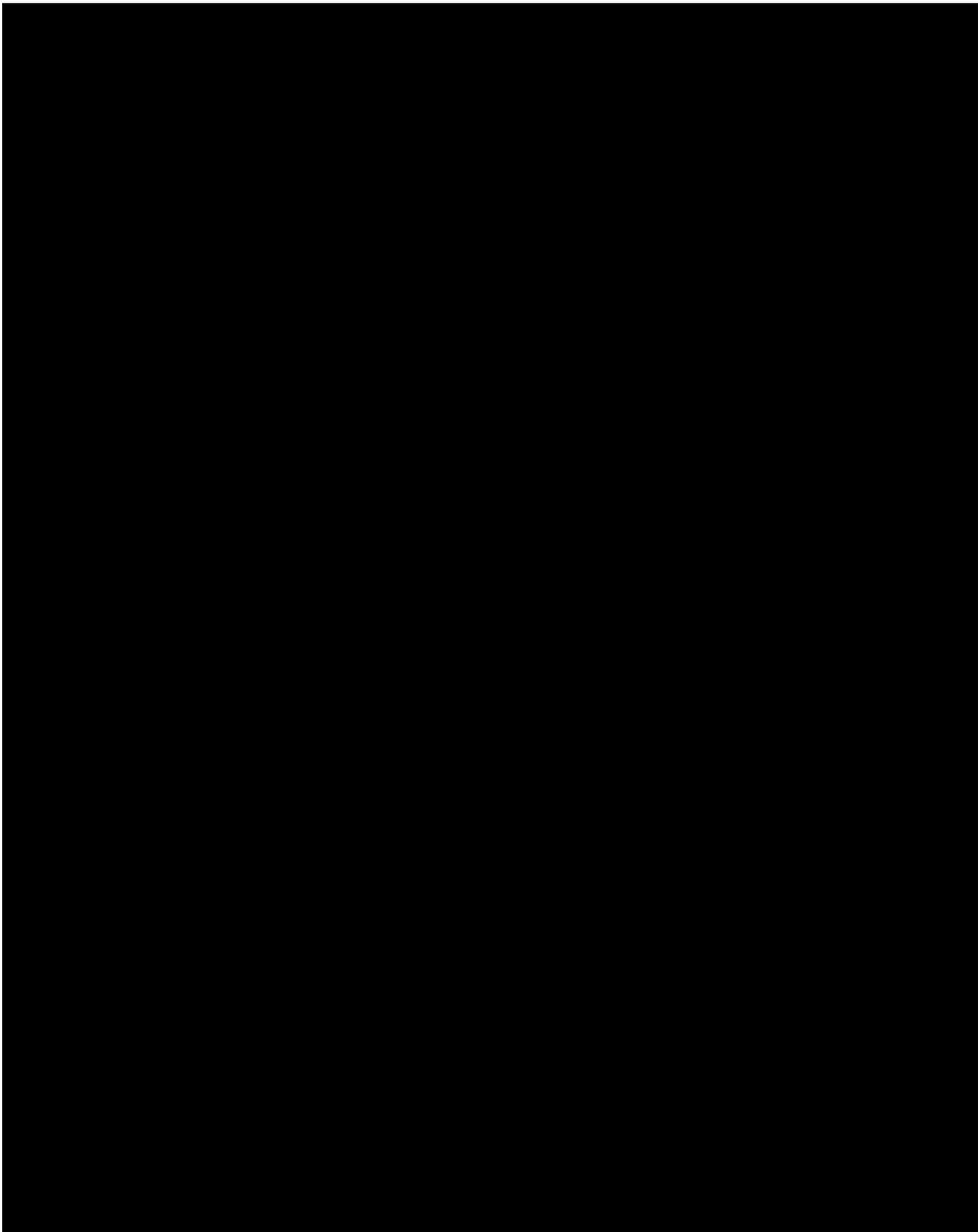


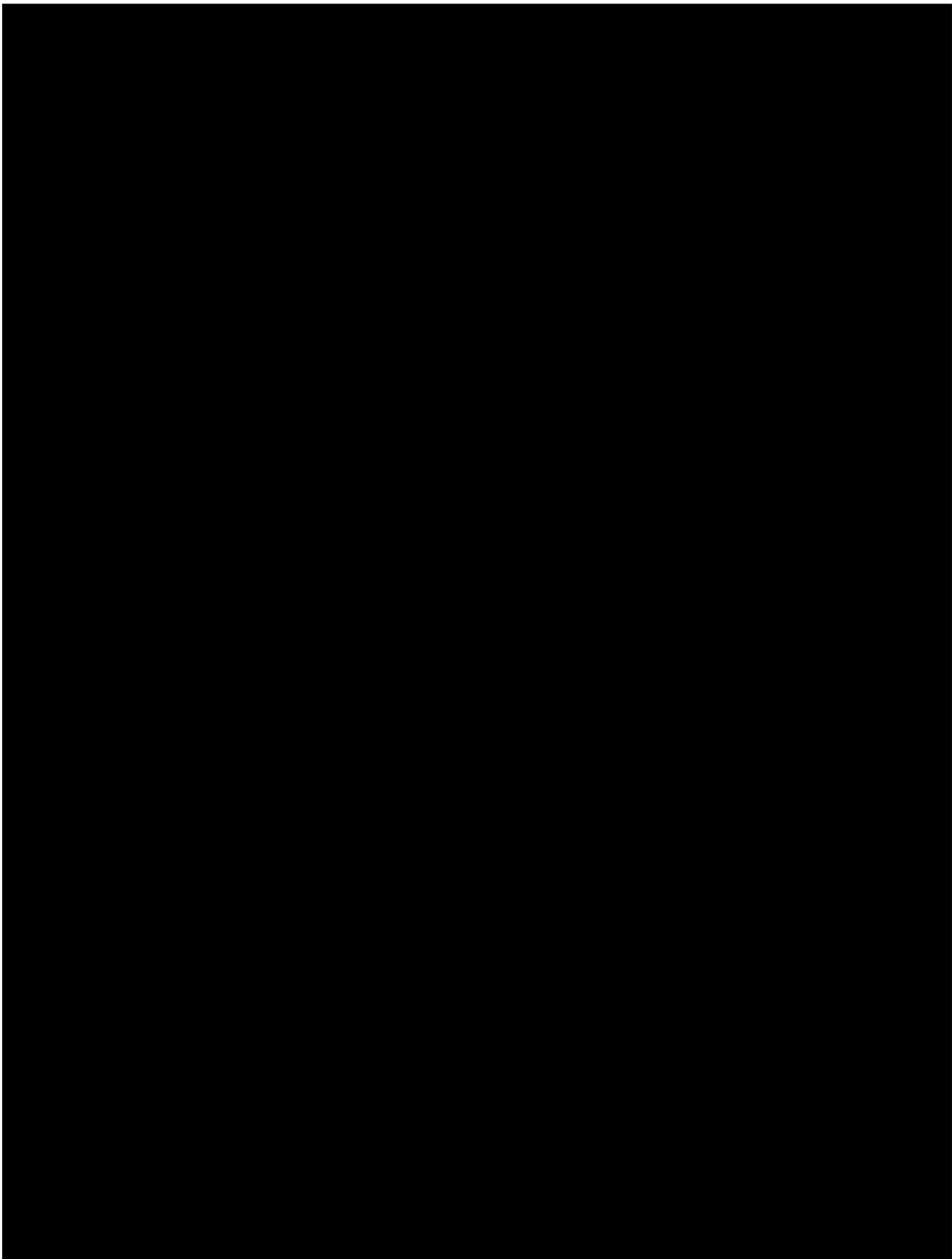


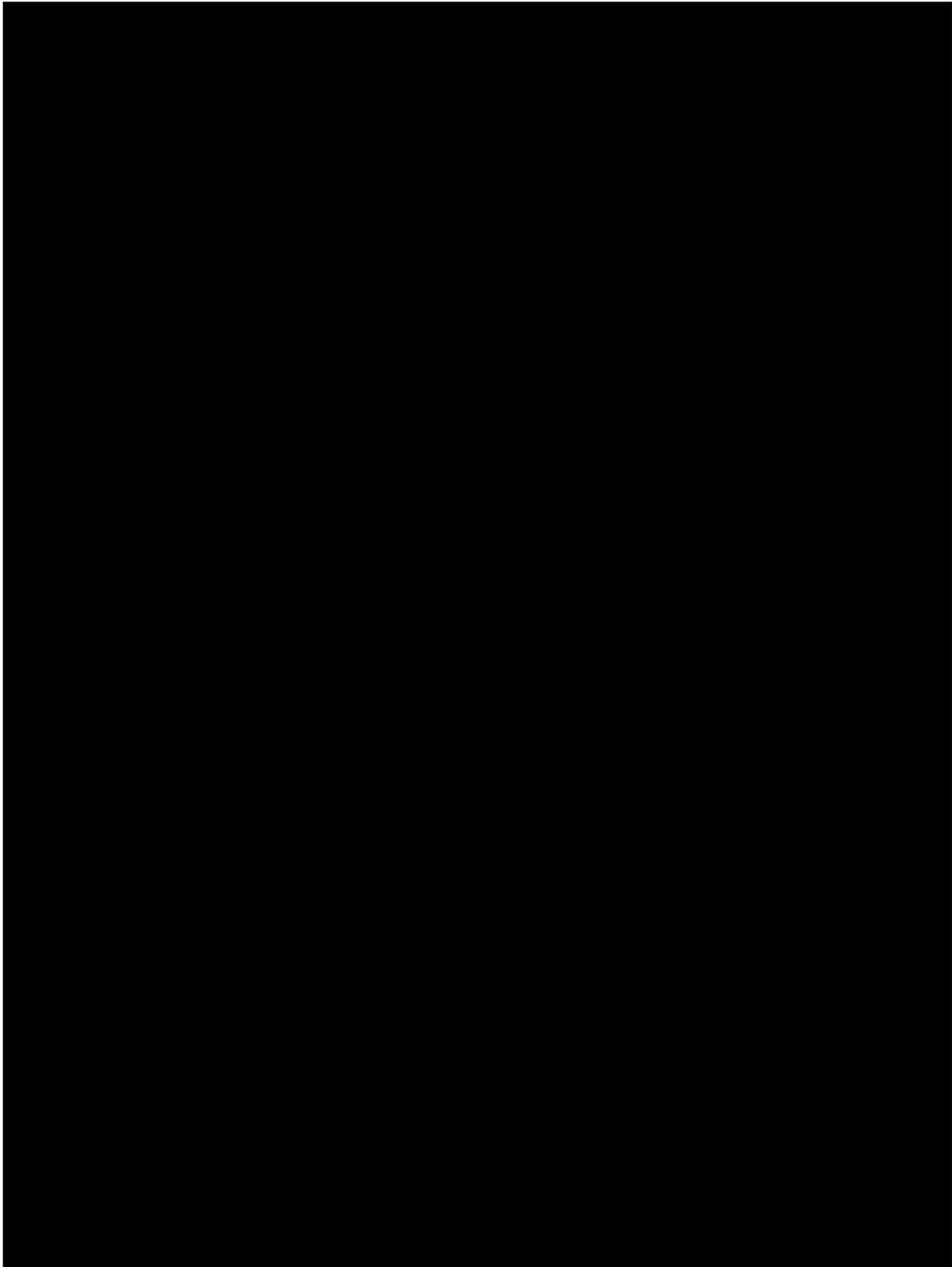


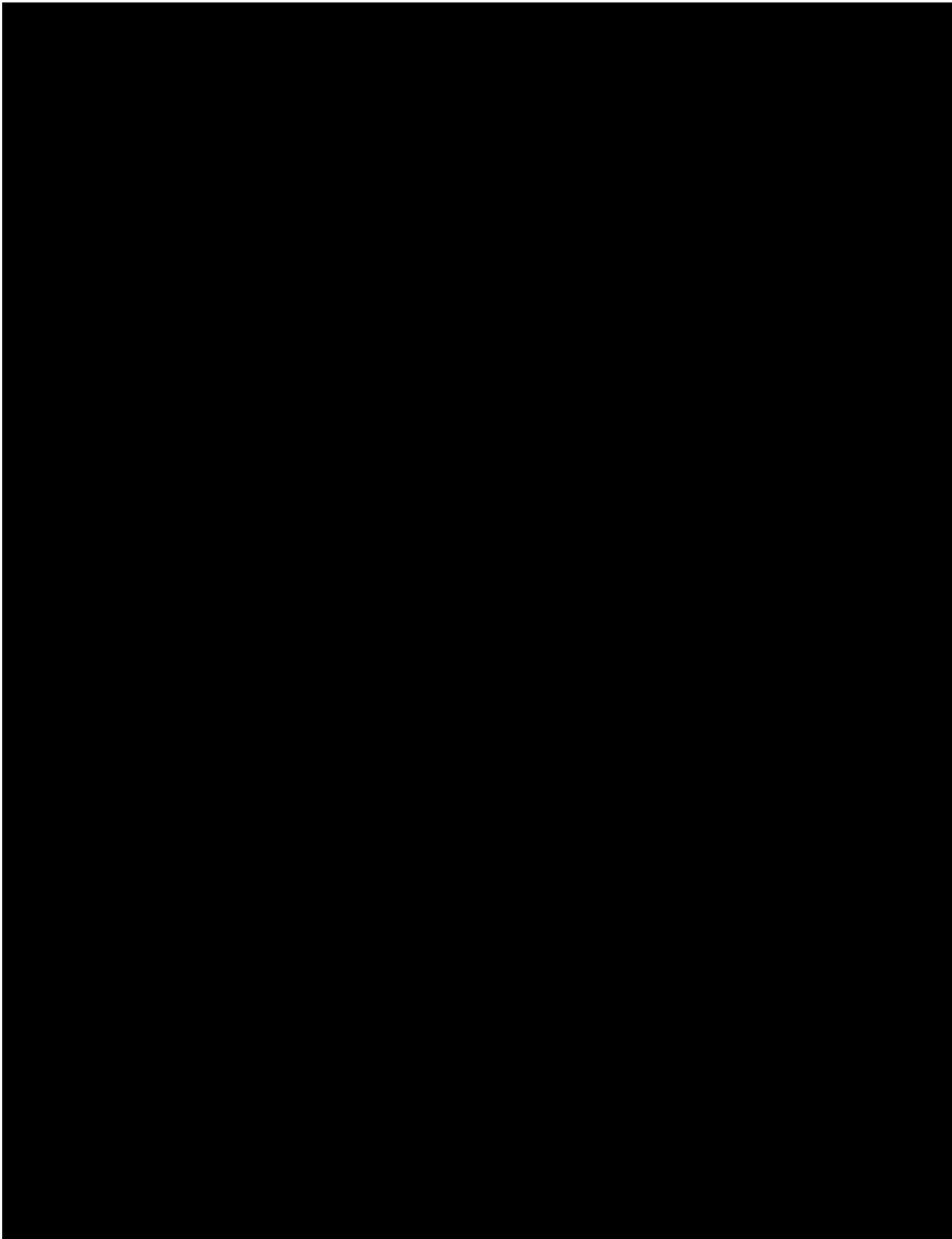


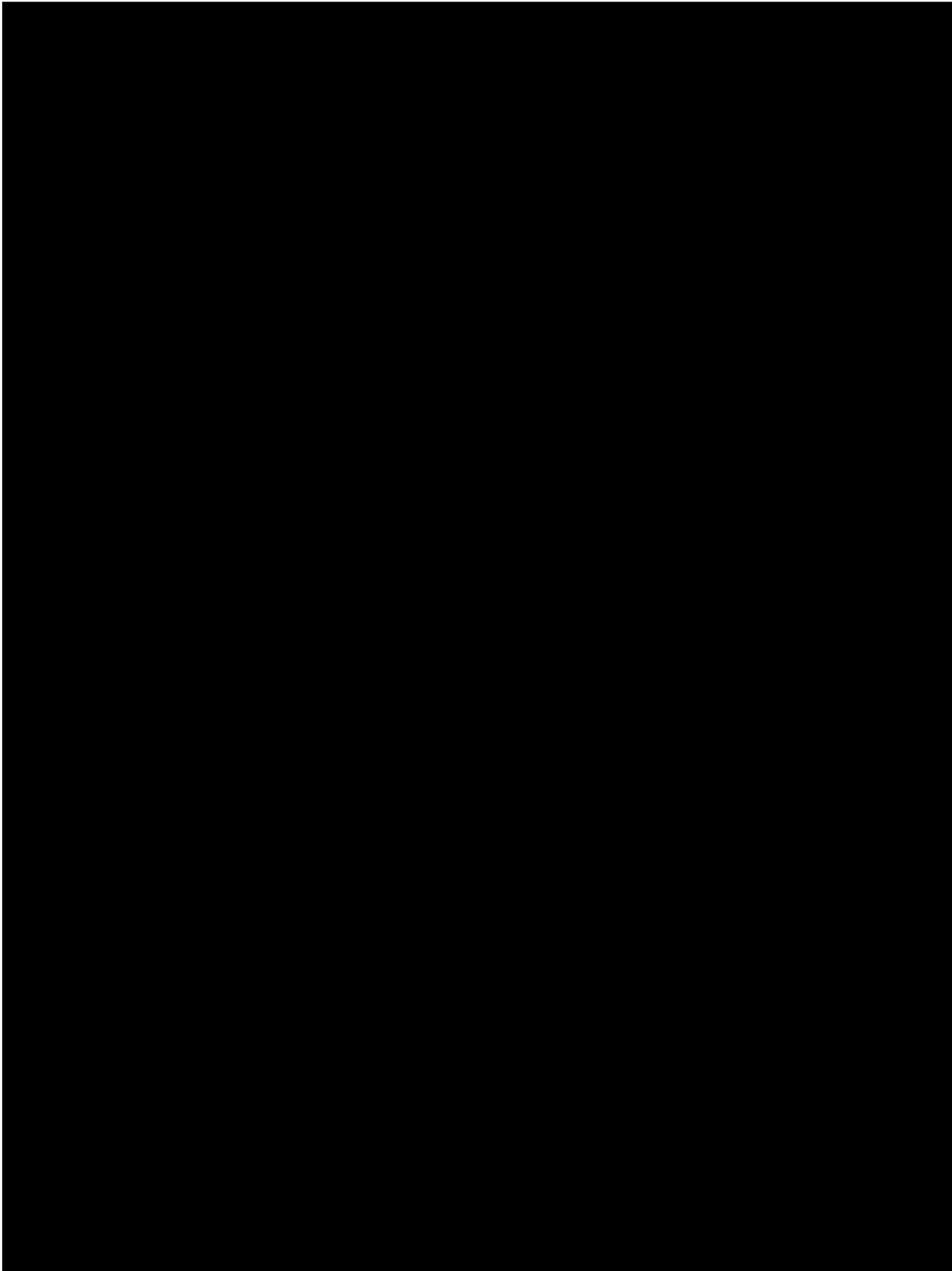


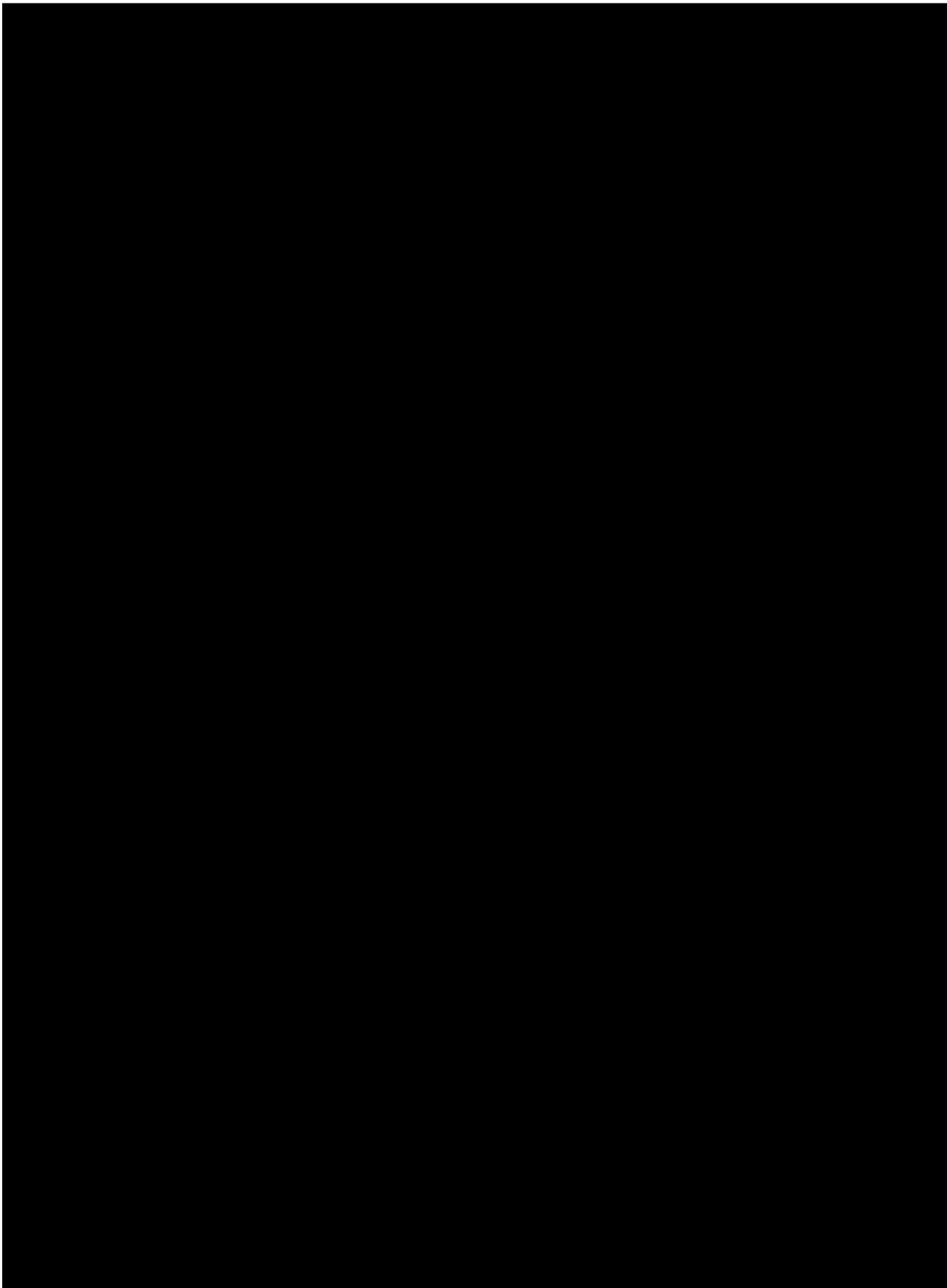


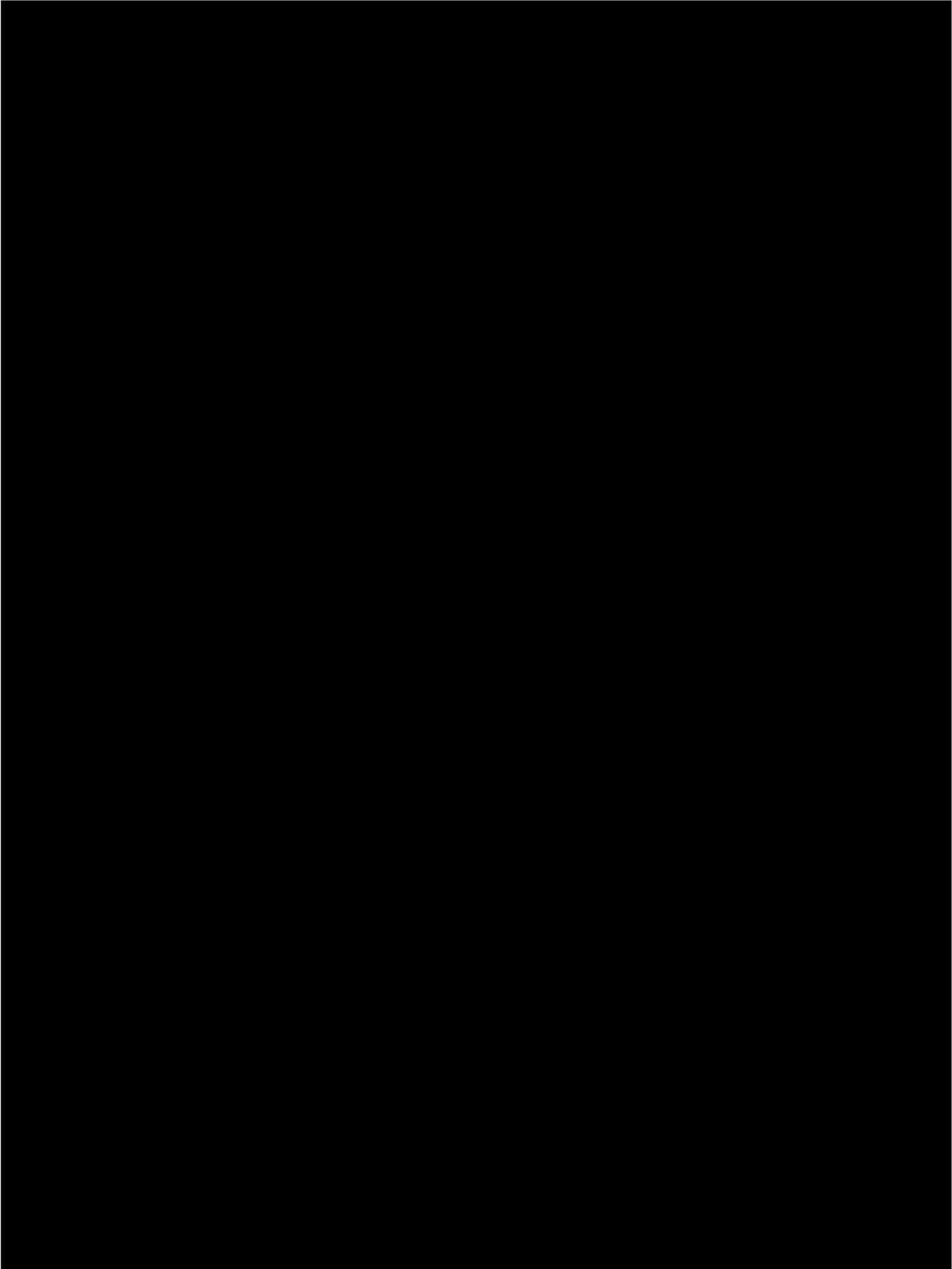


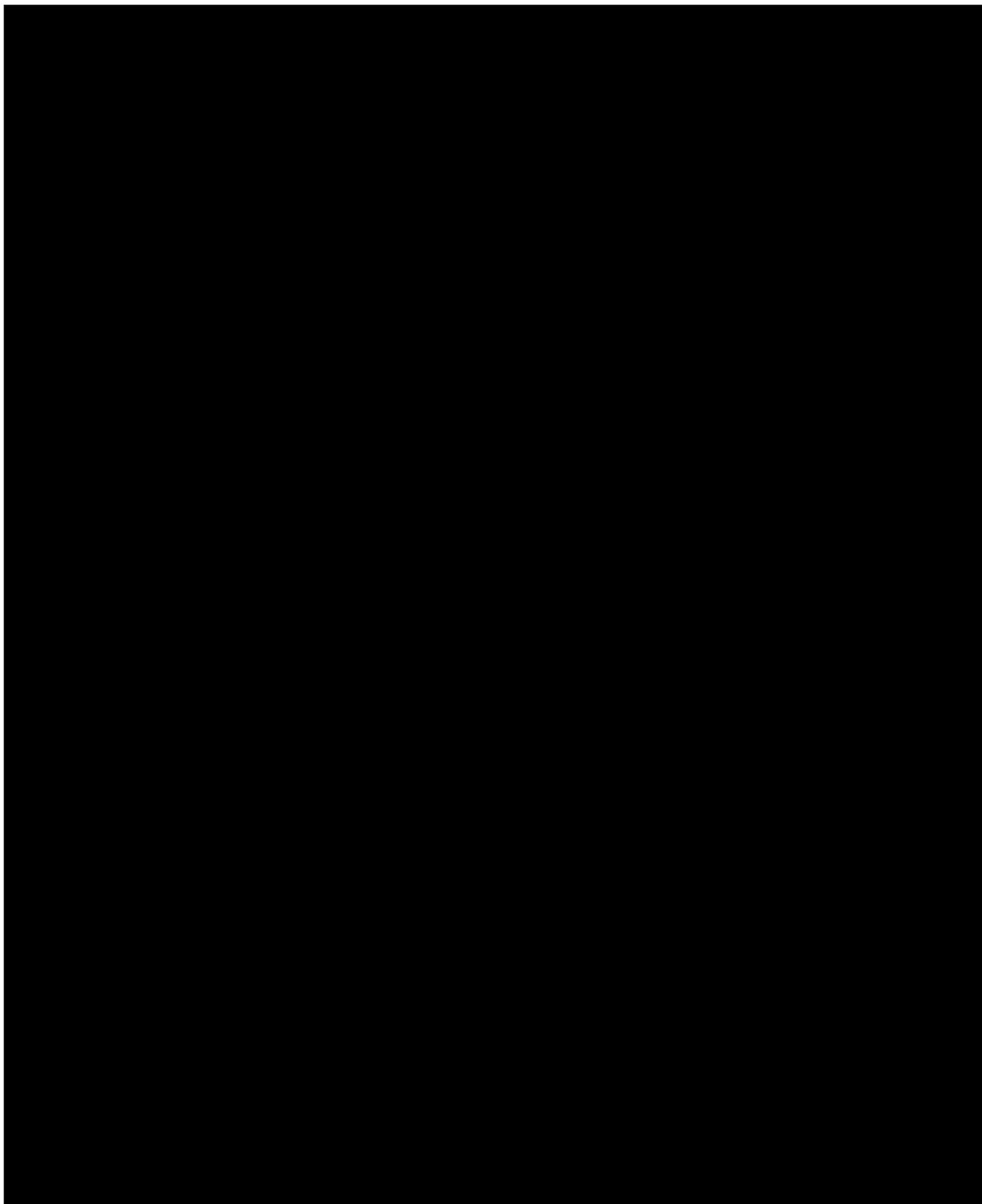


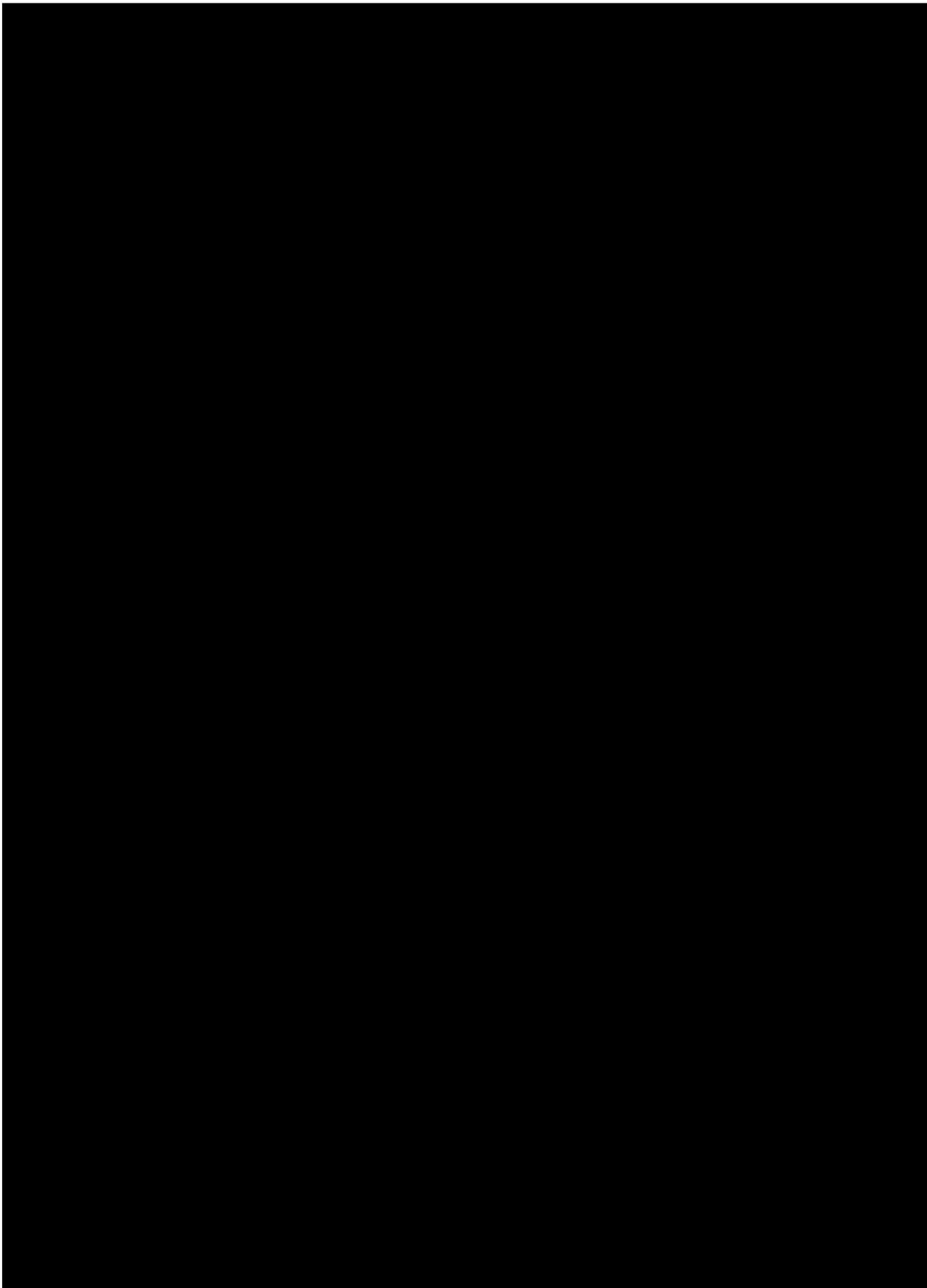




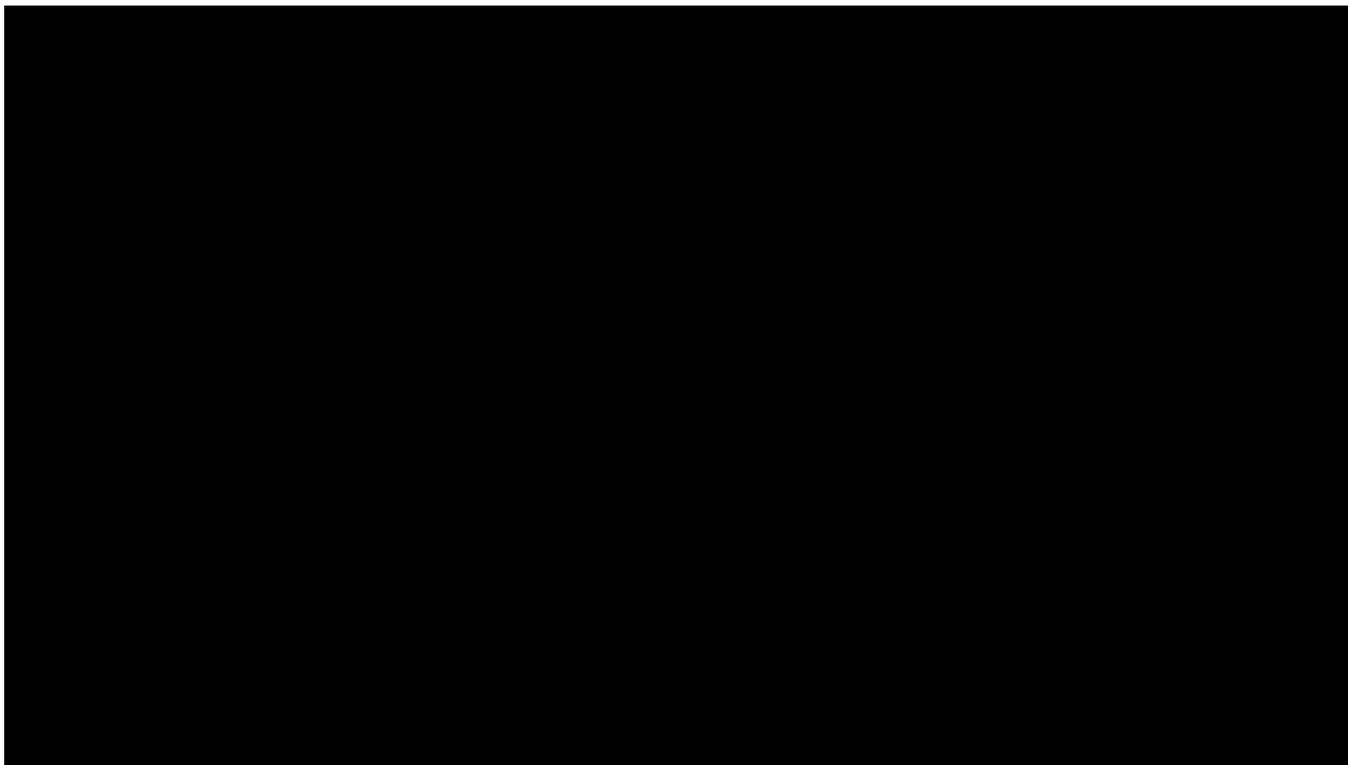


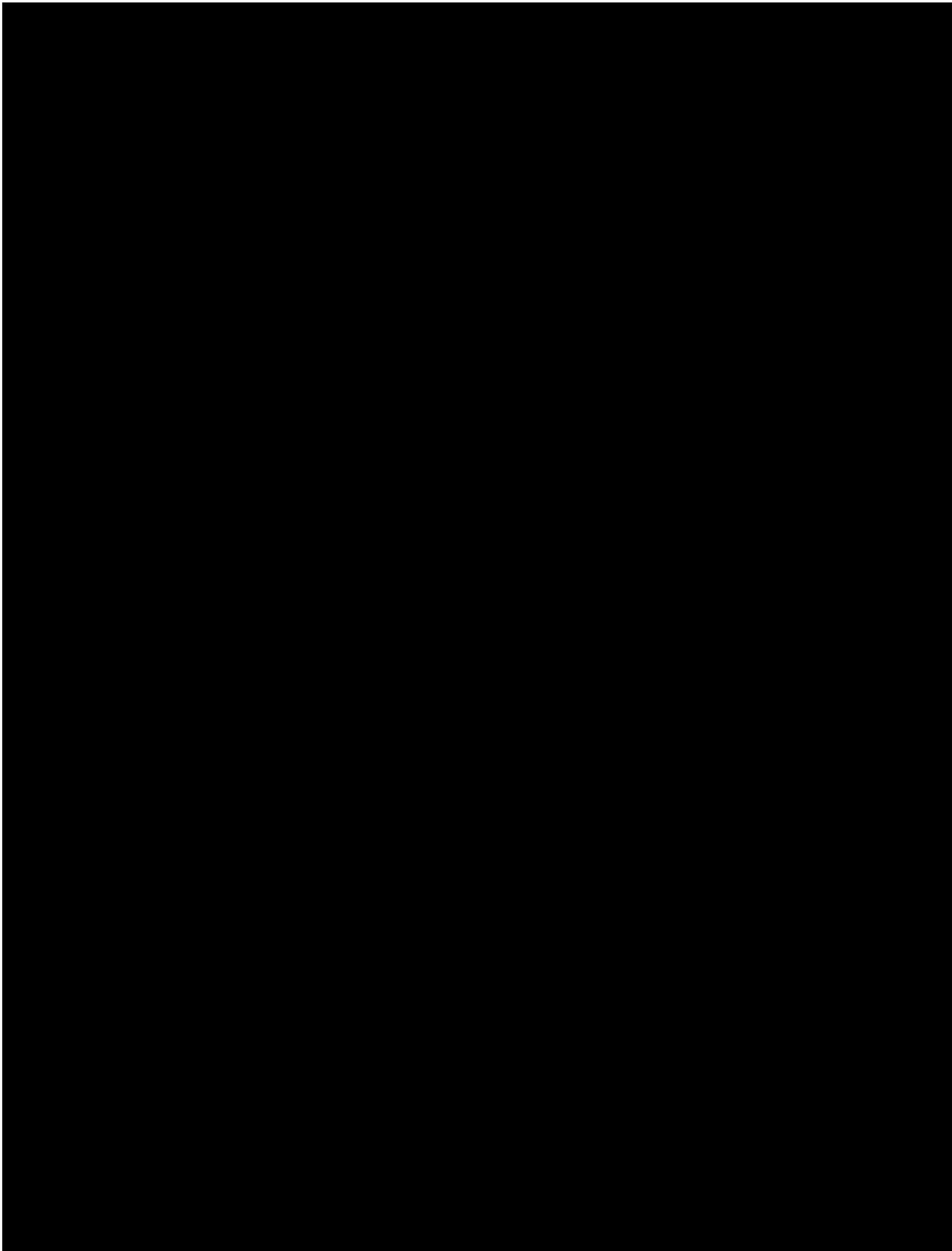


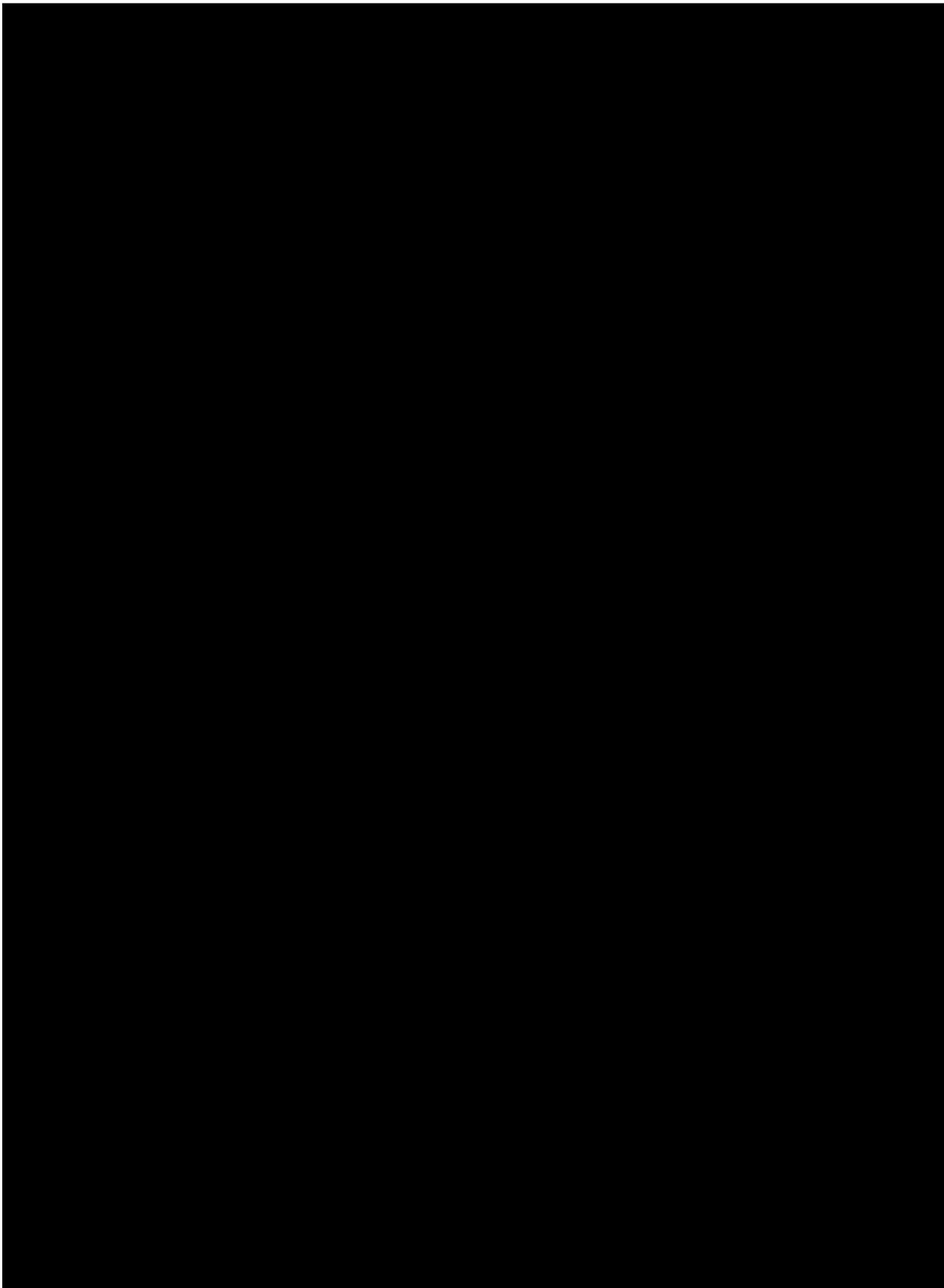


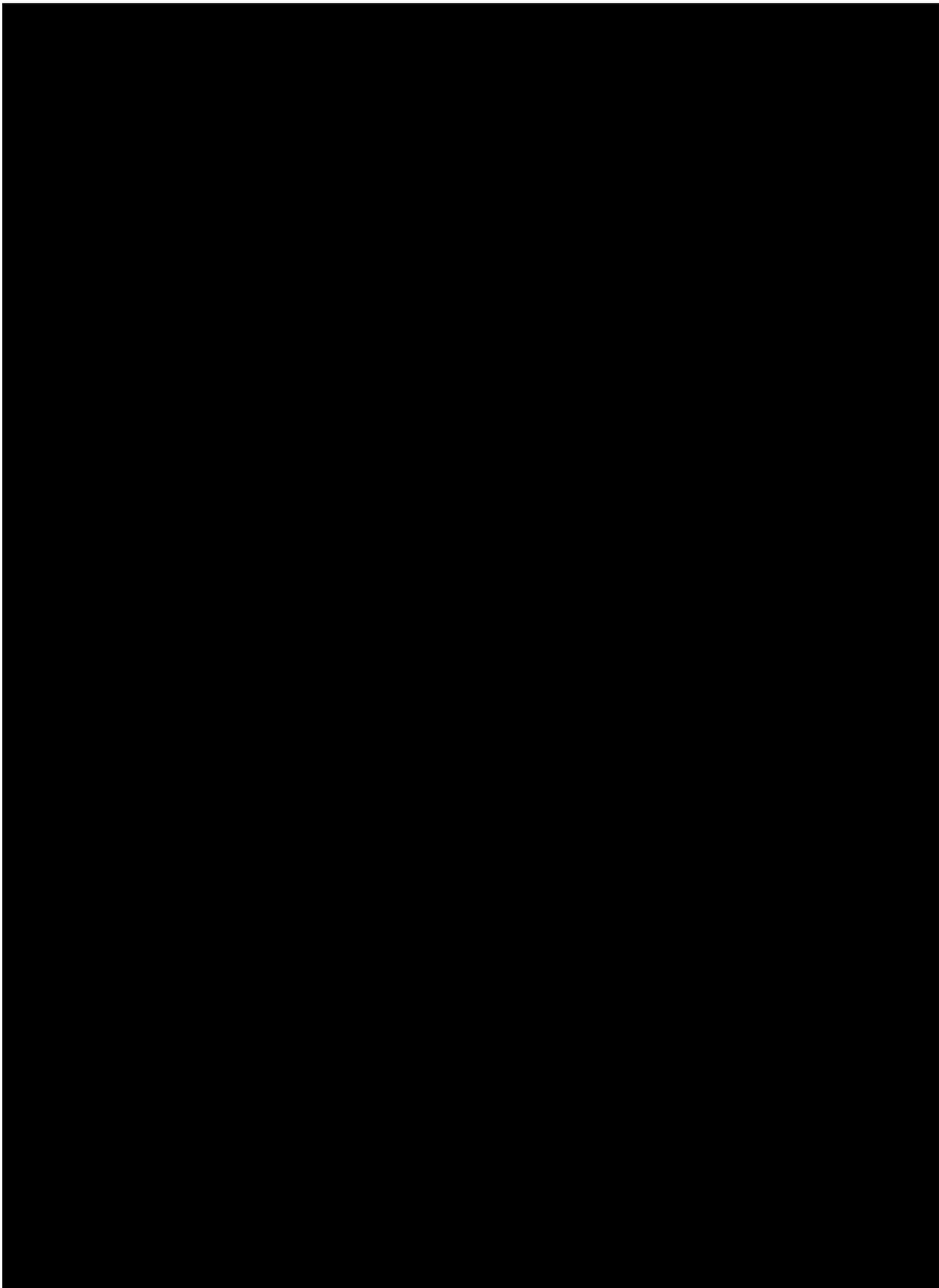


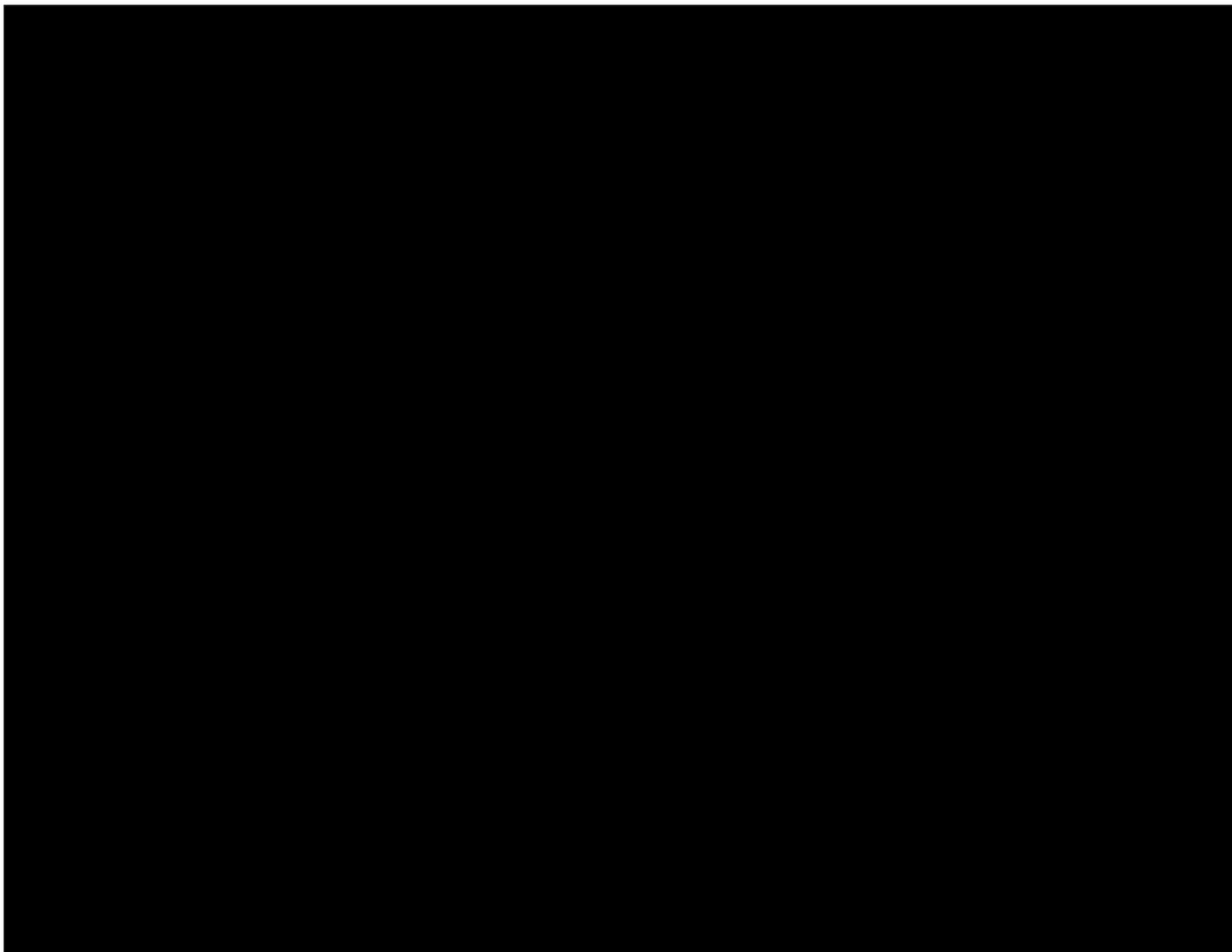
12593932.2

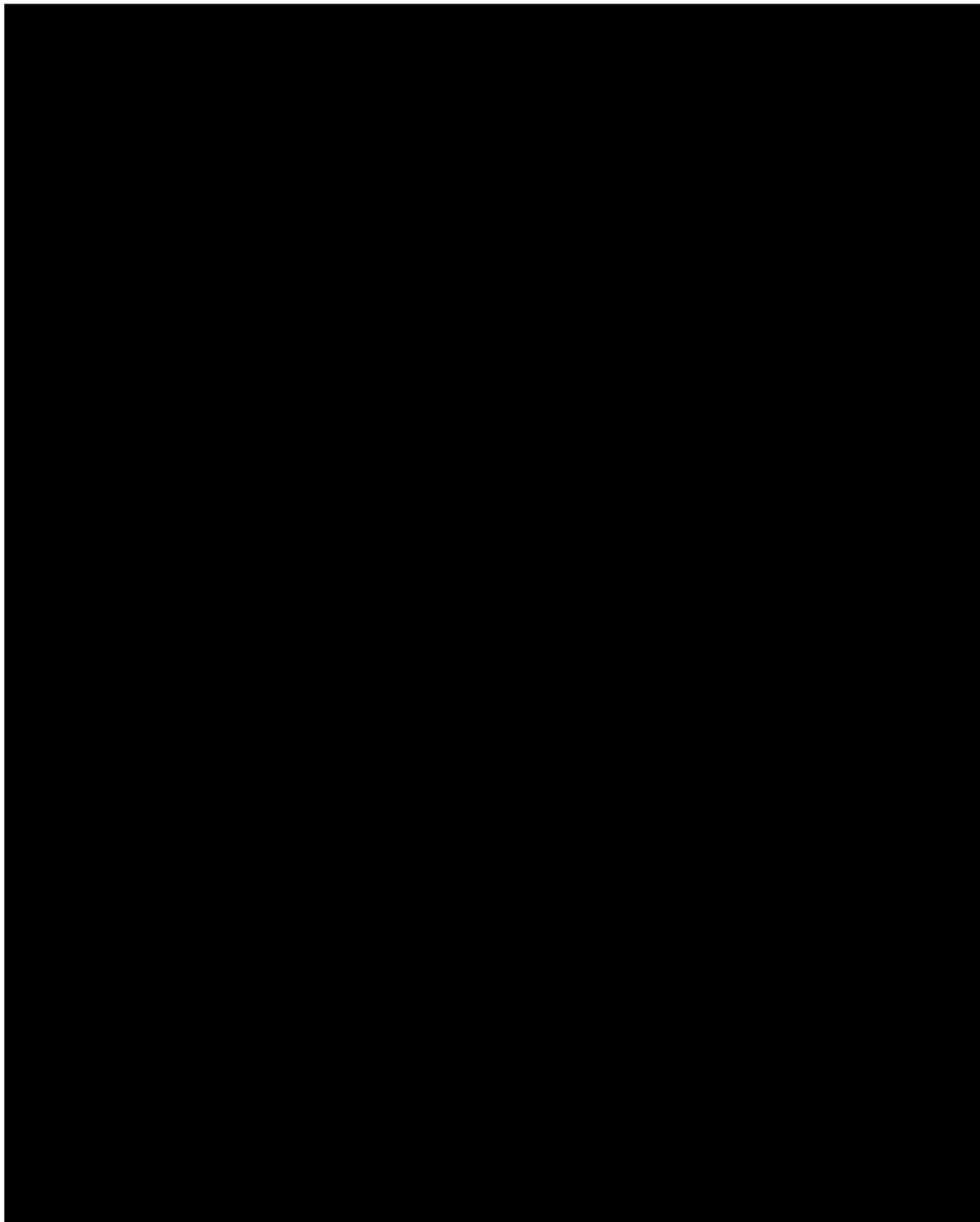


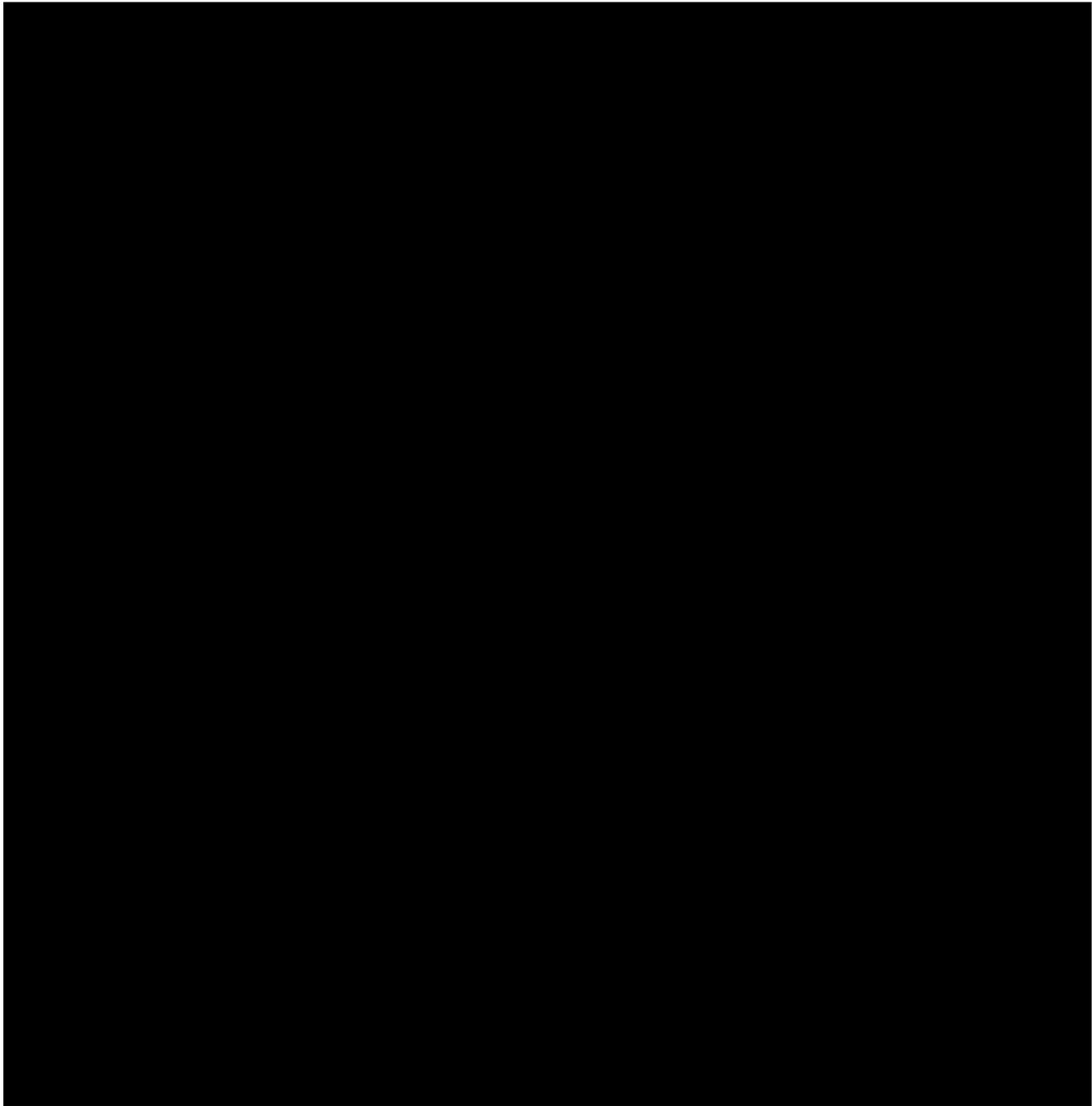


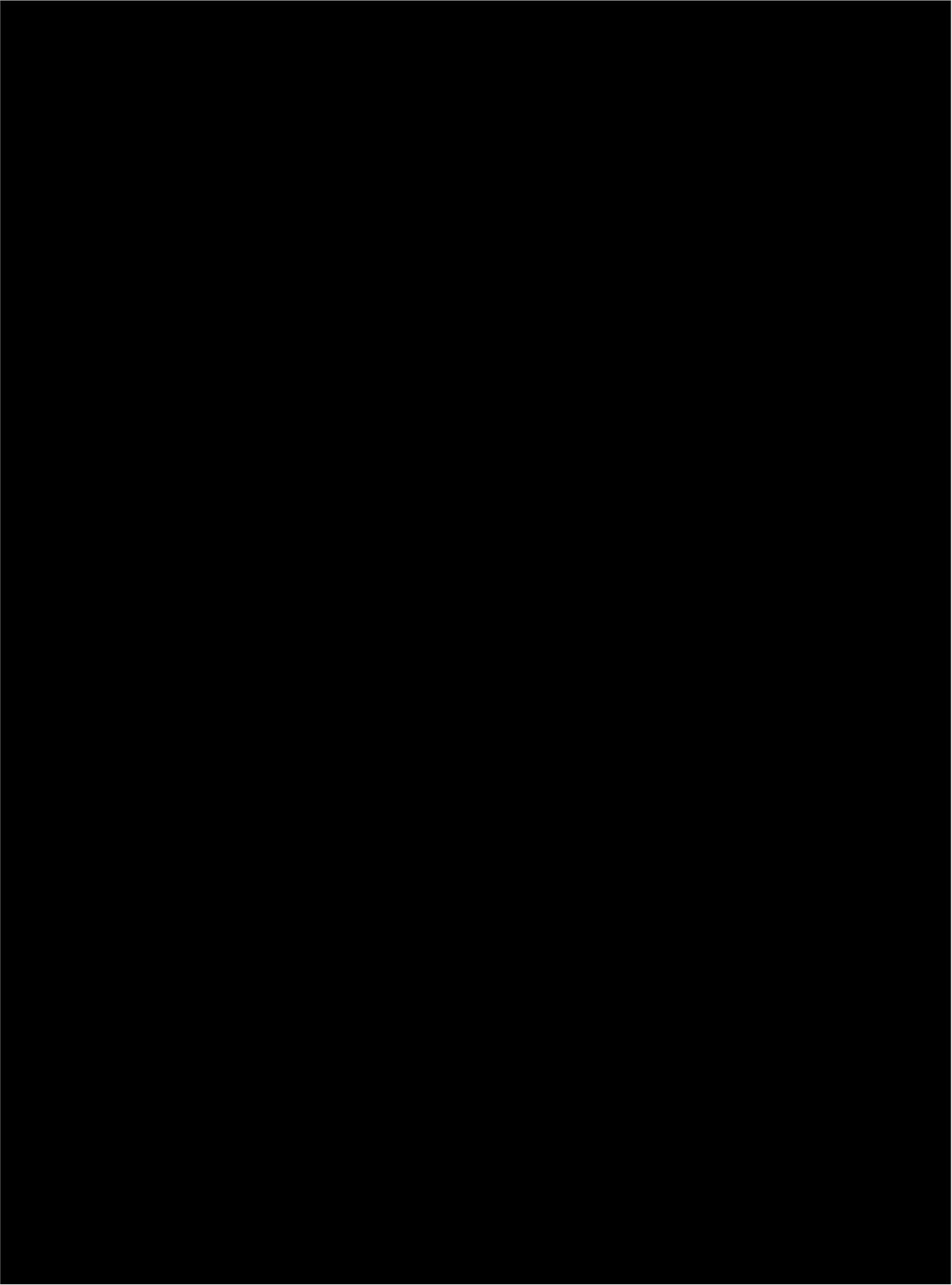


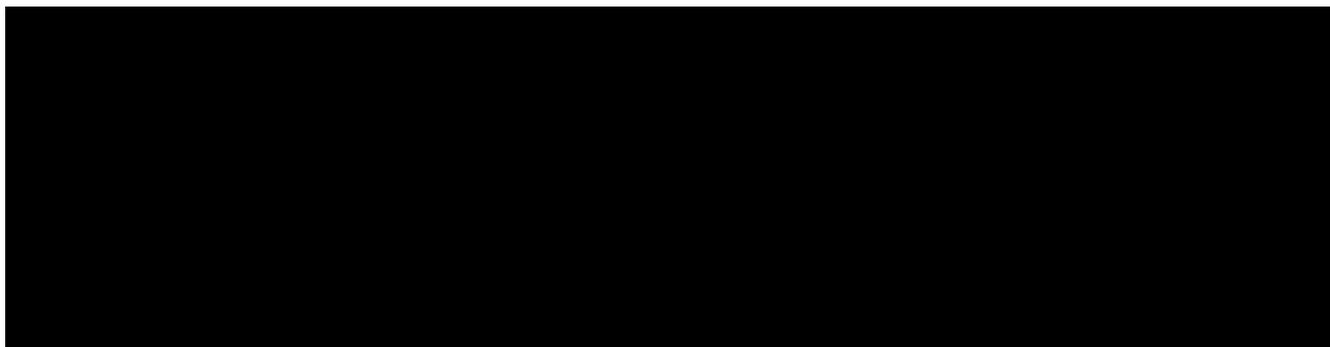












O. Appendix B – Change Order Form “Sample”

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
PM Approval:		
Contract Auth.:		

Send Pricing Summary to Client? Yes No

Has contract been signed? Yes No

General Comments:

Order Processing:

PO/Contract #: _____

Comments: _____

Hardware Changes:

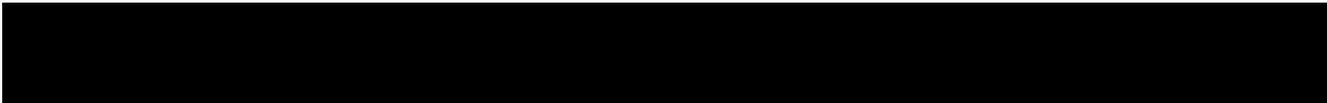
Qty	Item Description	Unit Price

Qty	Item Description	Unit Price

Comments:

Software Changes:

Modifications Meter Licenses Other



Description	Unit Price

Implementation Labor and Expense:

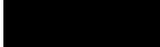
Billable Non-billable Charge to: _____

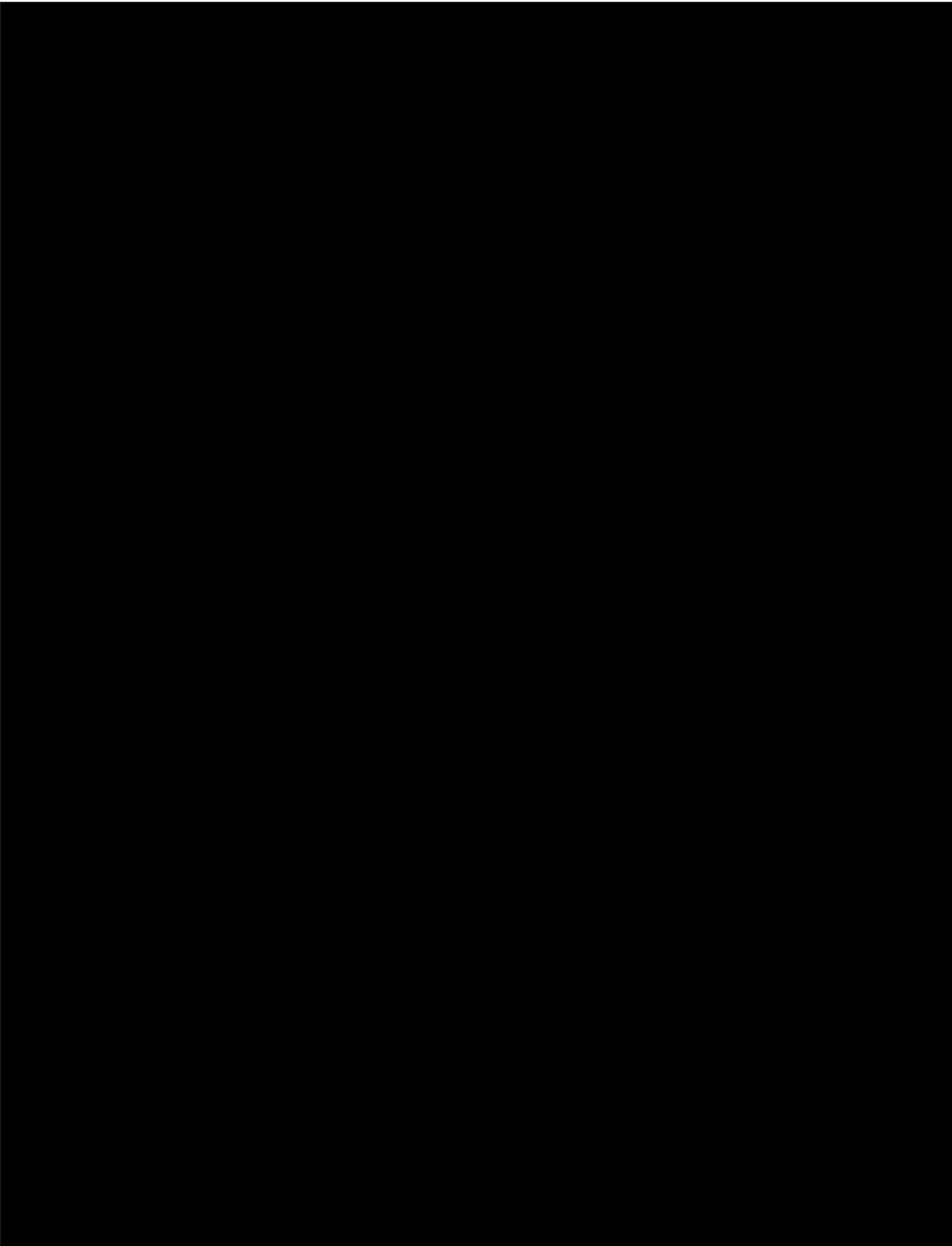
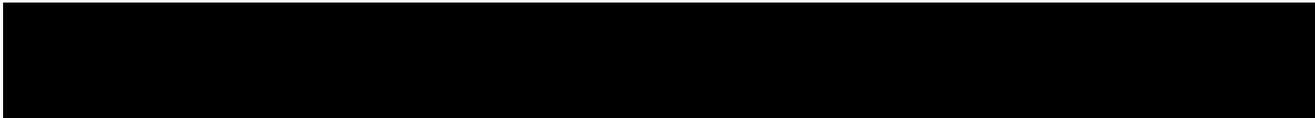
Purpose	Description	Days	@ \$	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

Other Changes:

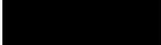
Change Order:

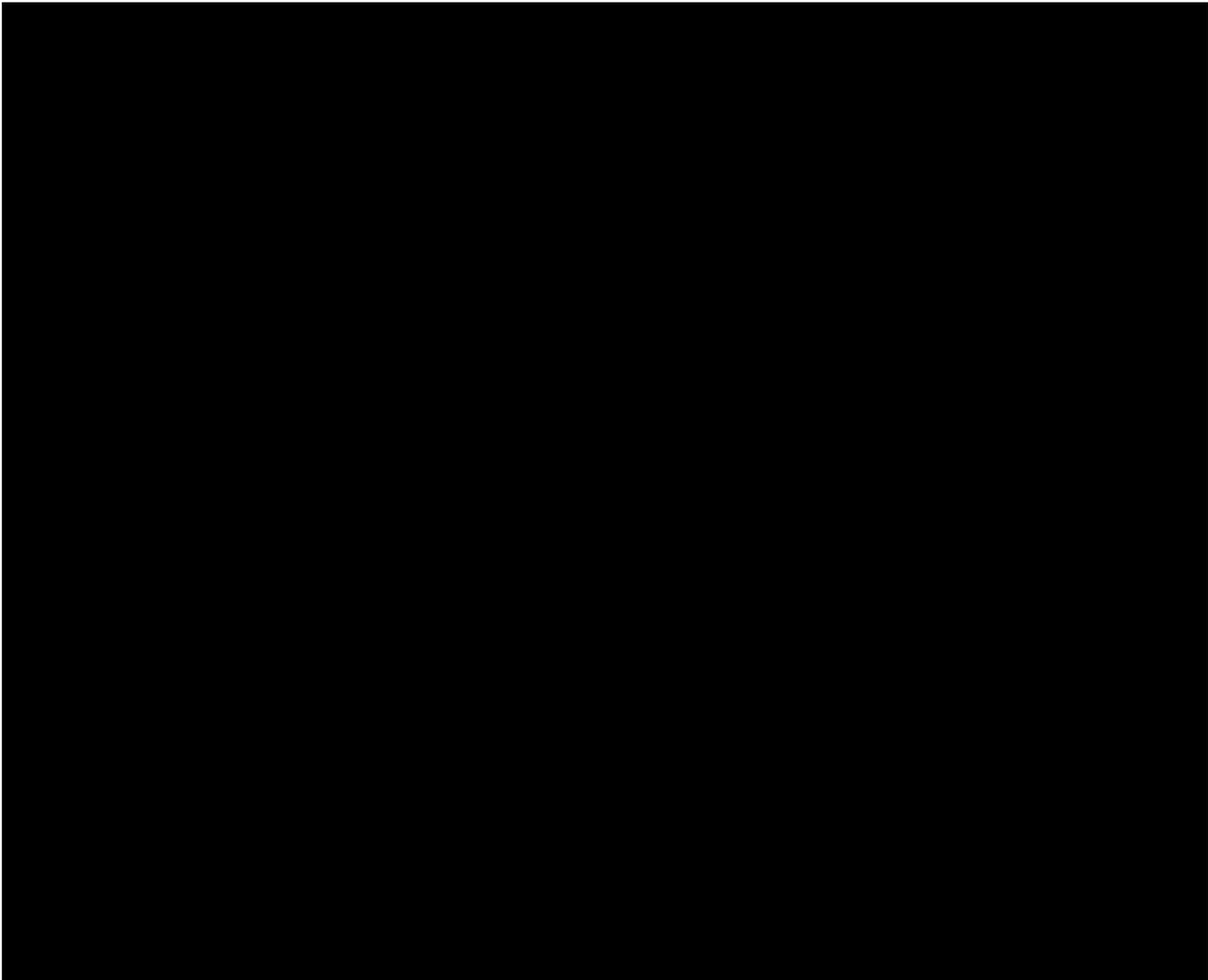
Please return this signed Change Order for formal  Contract Authorization and Execution to:

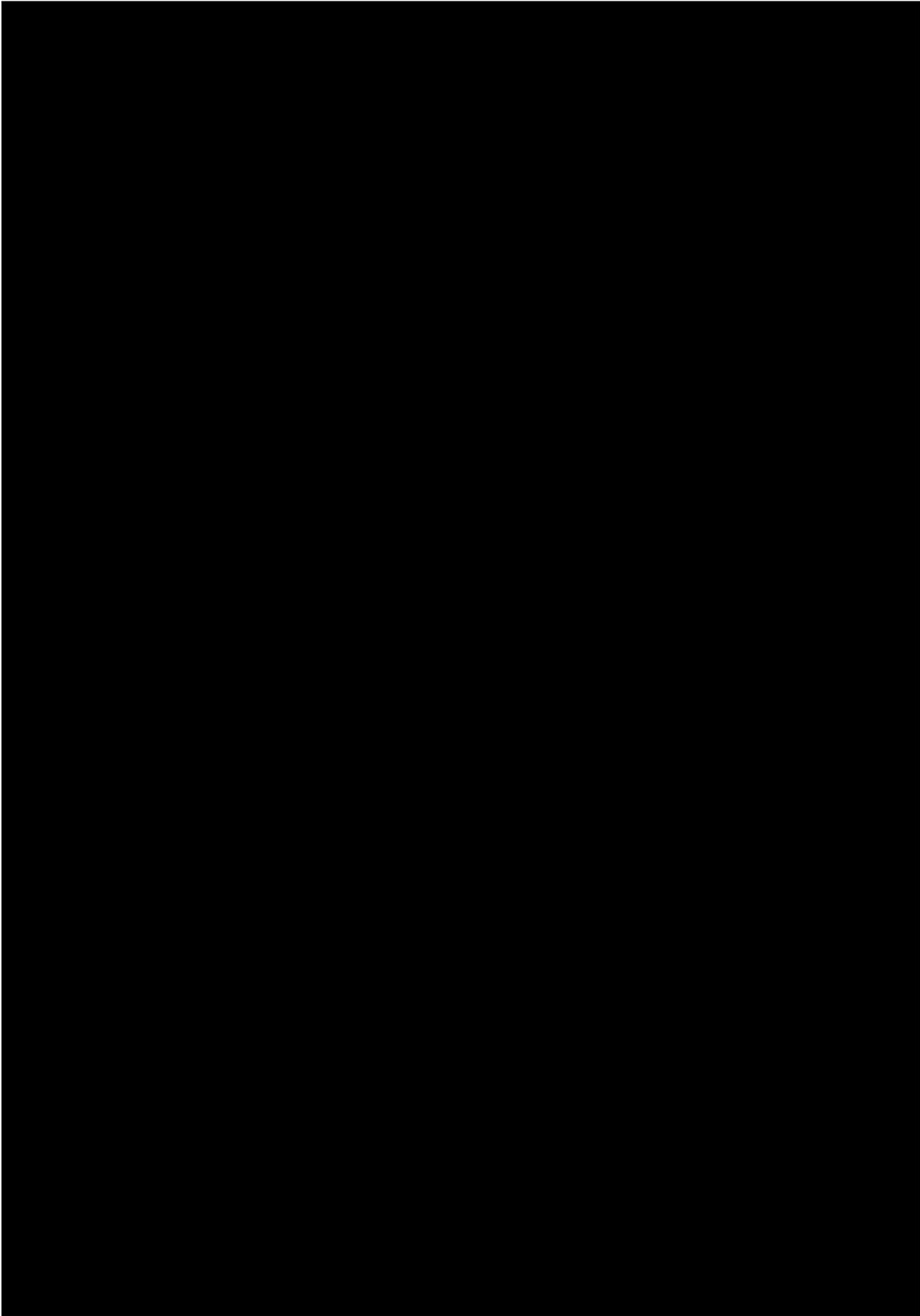


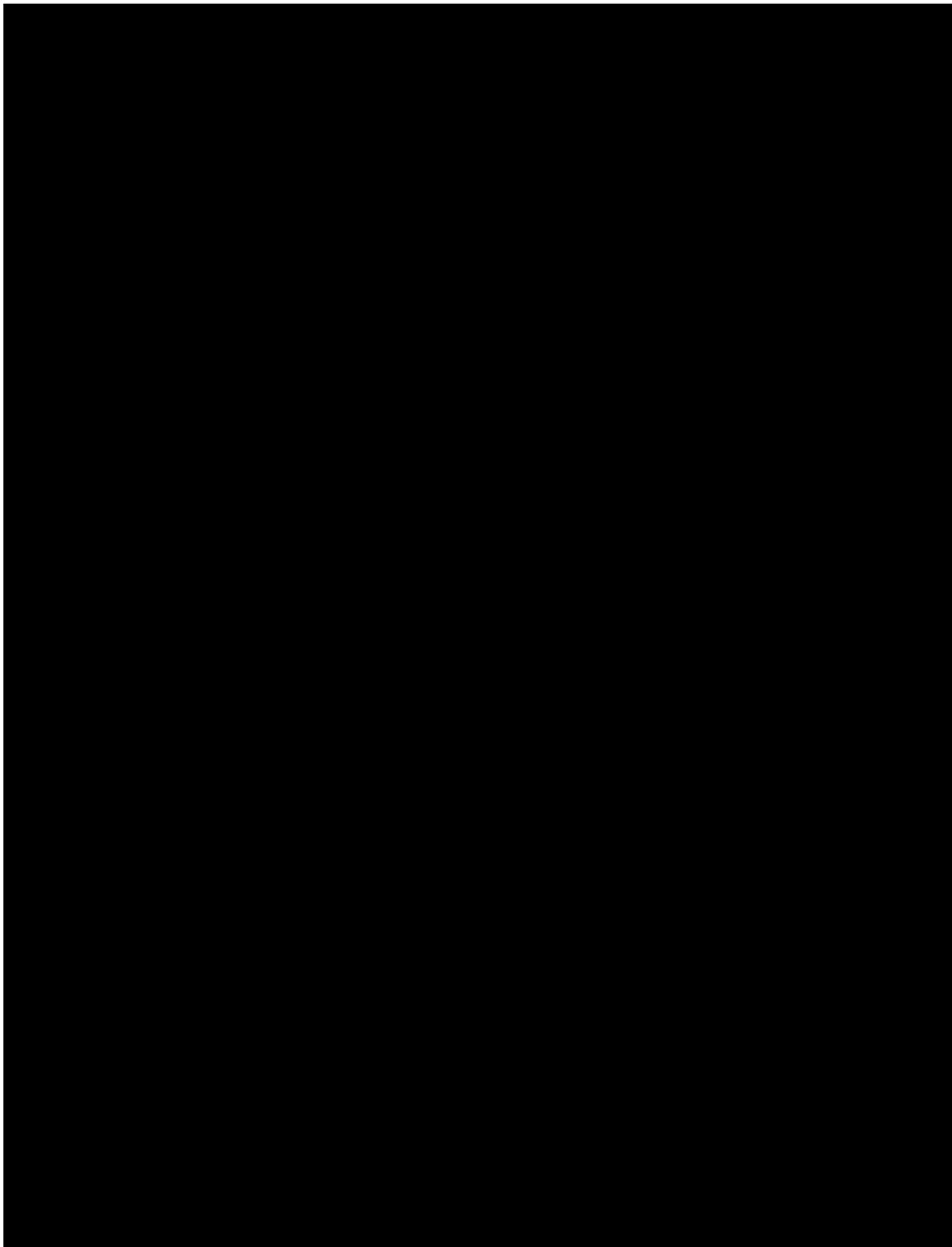


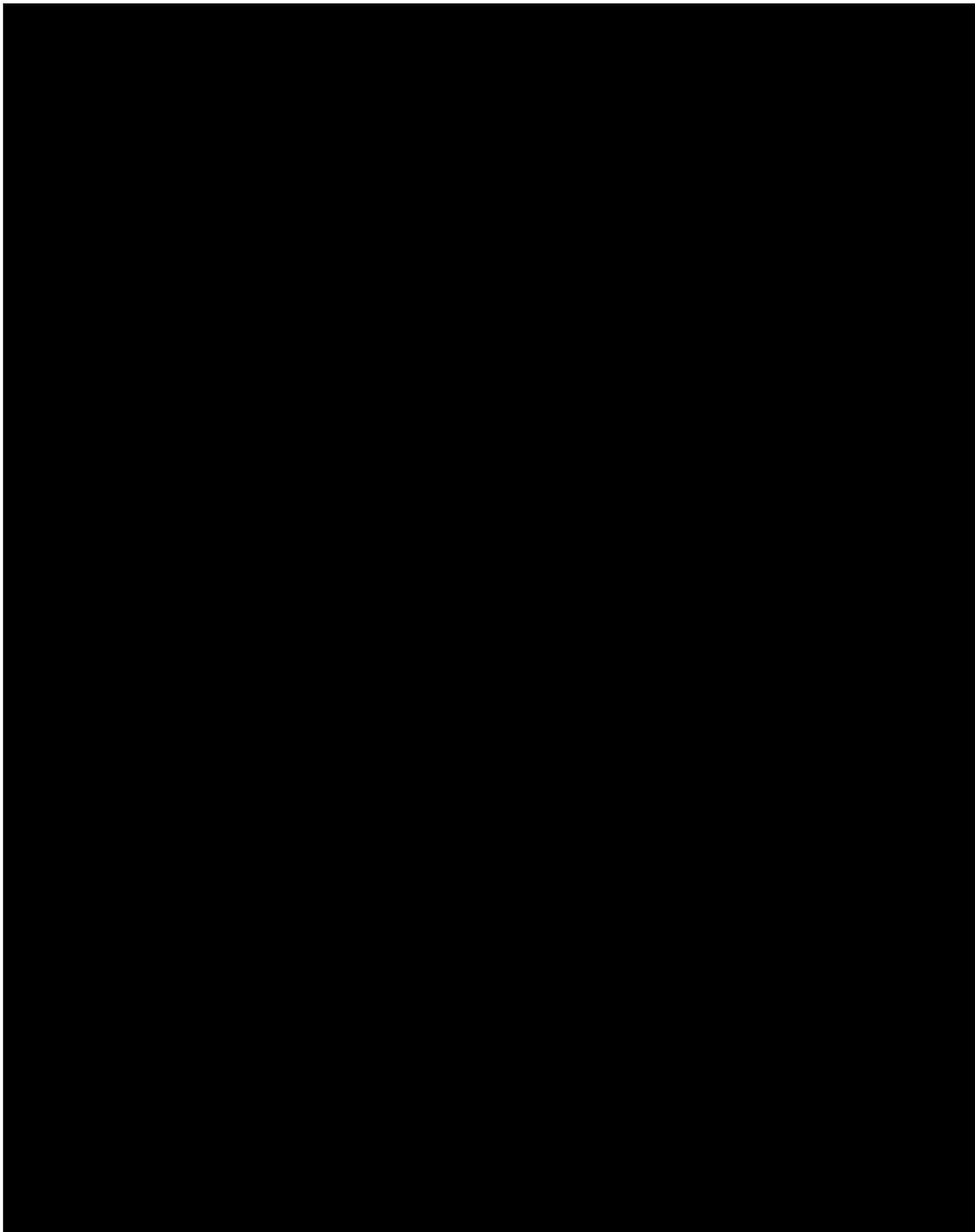
12893932.2

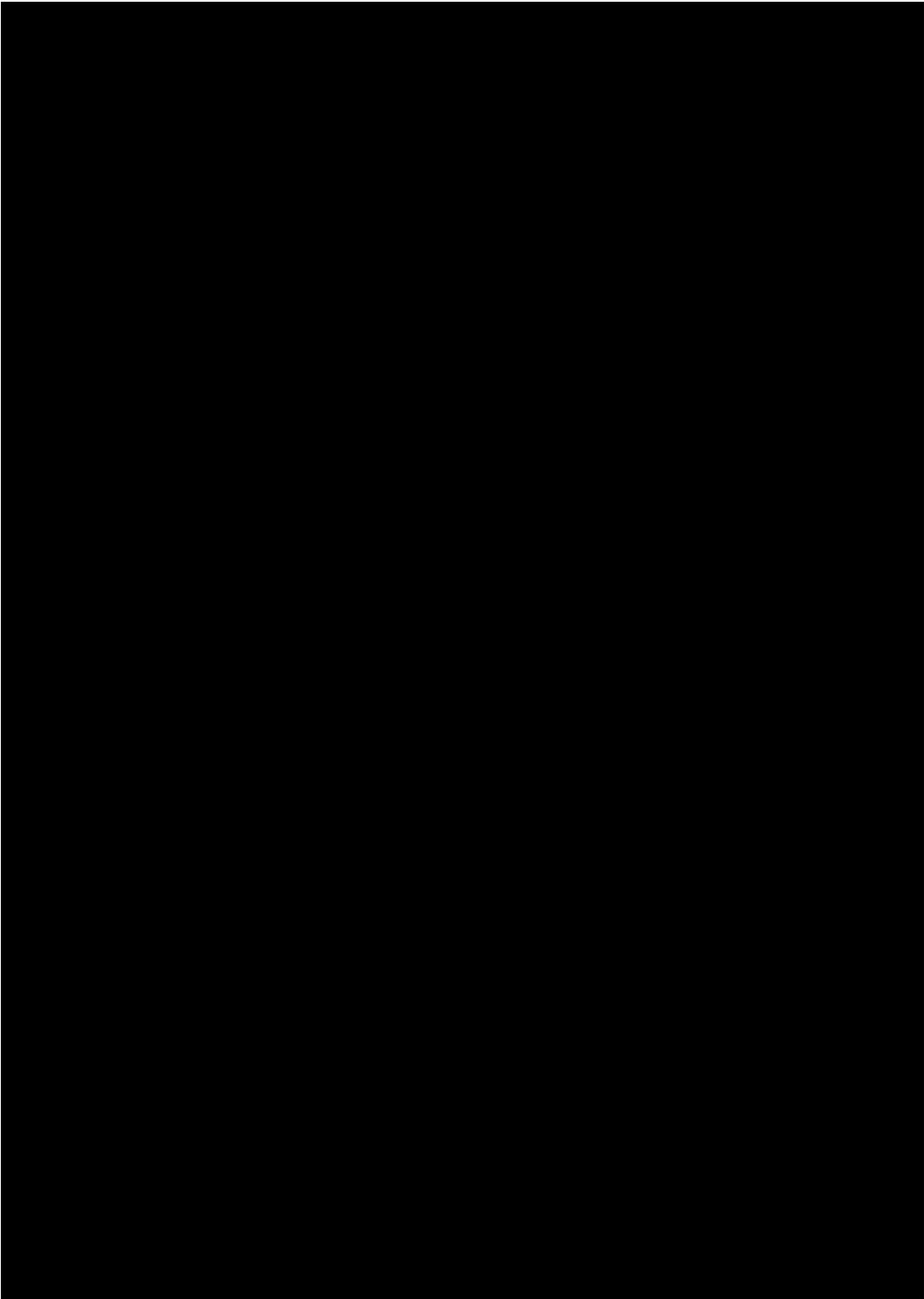


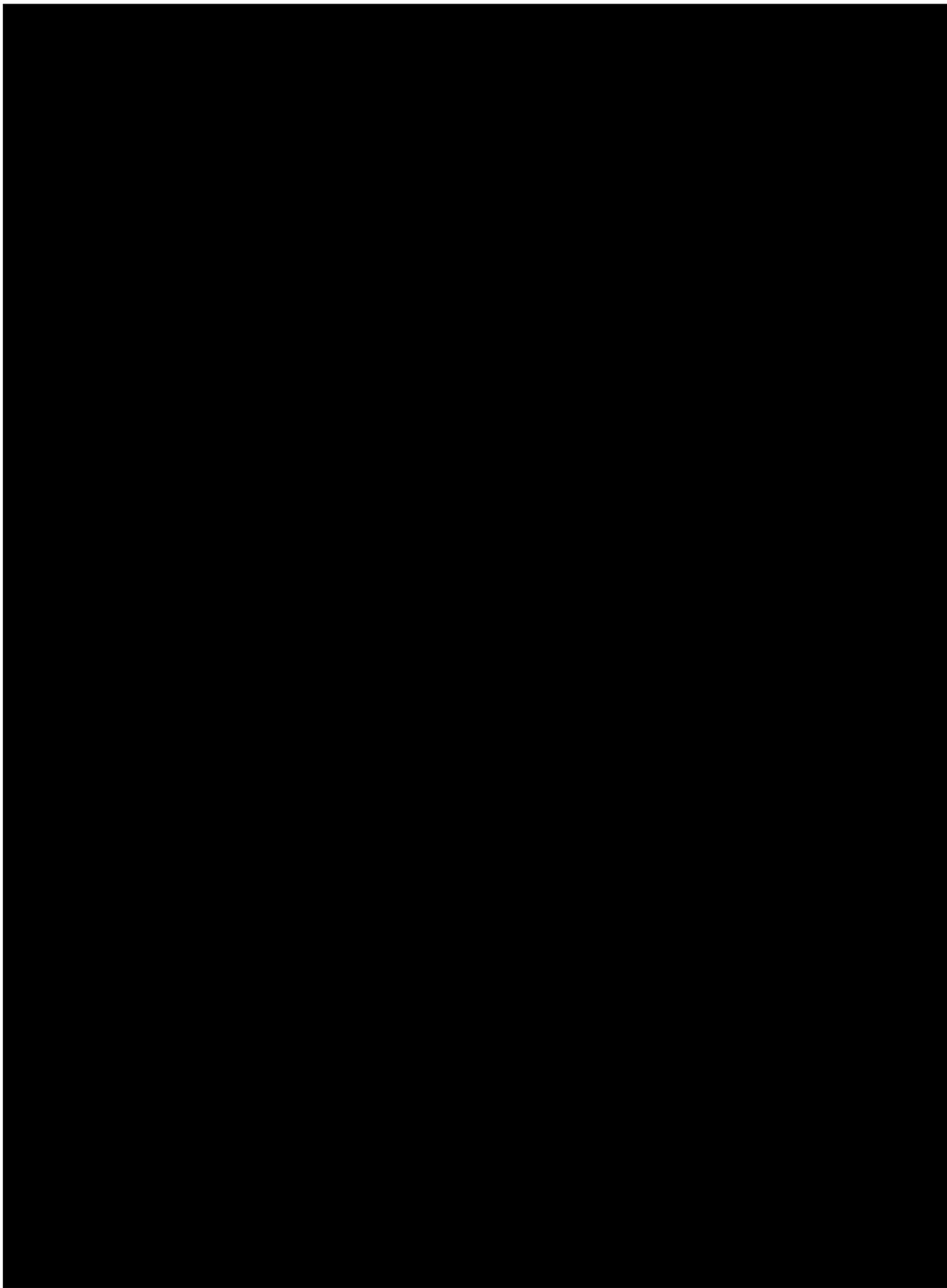


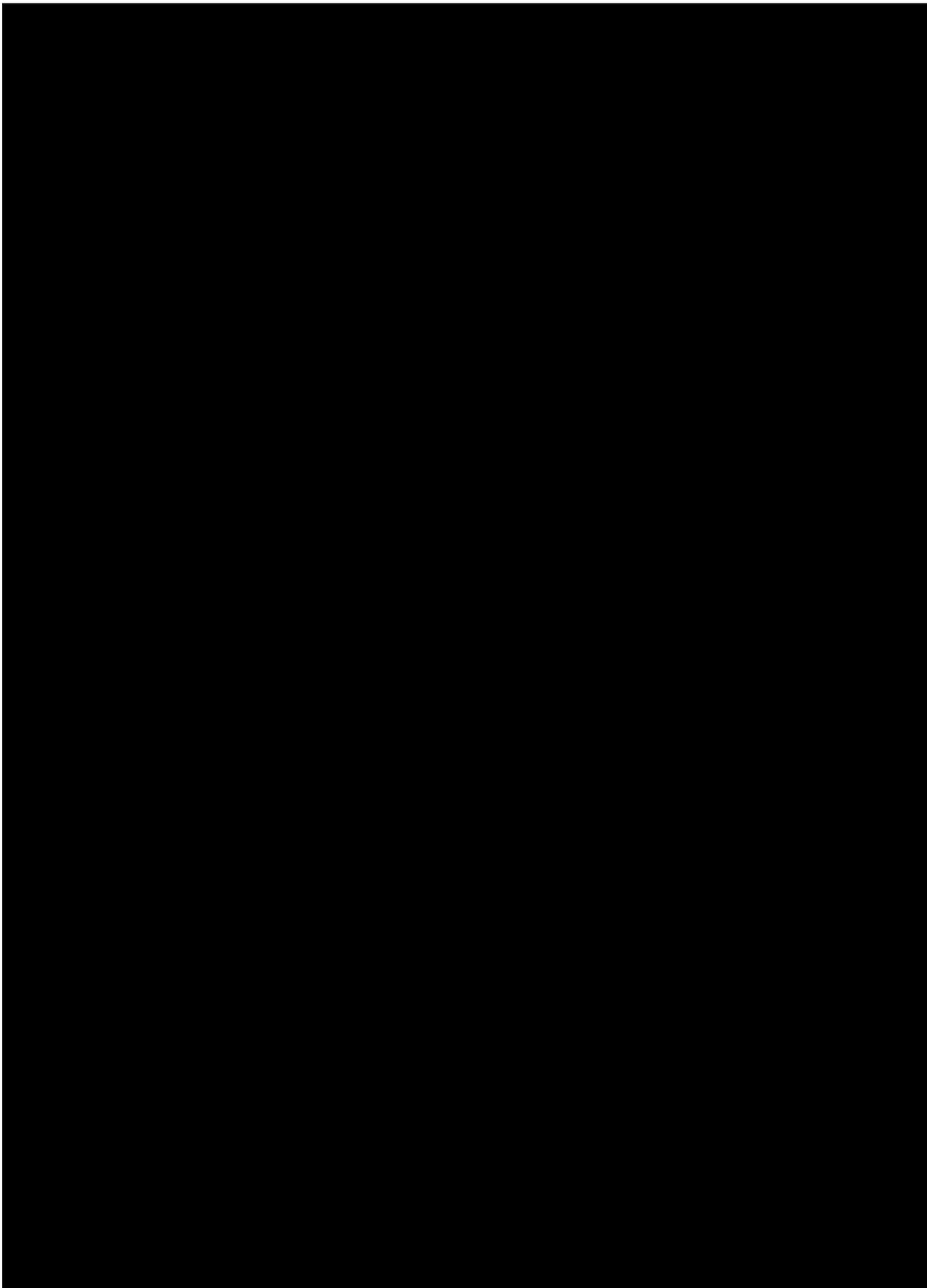


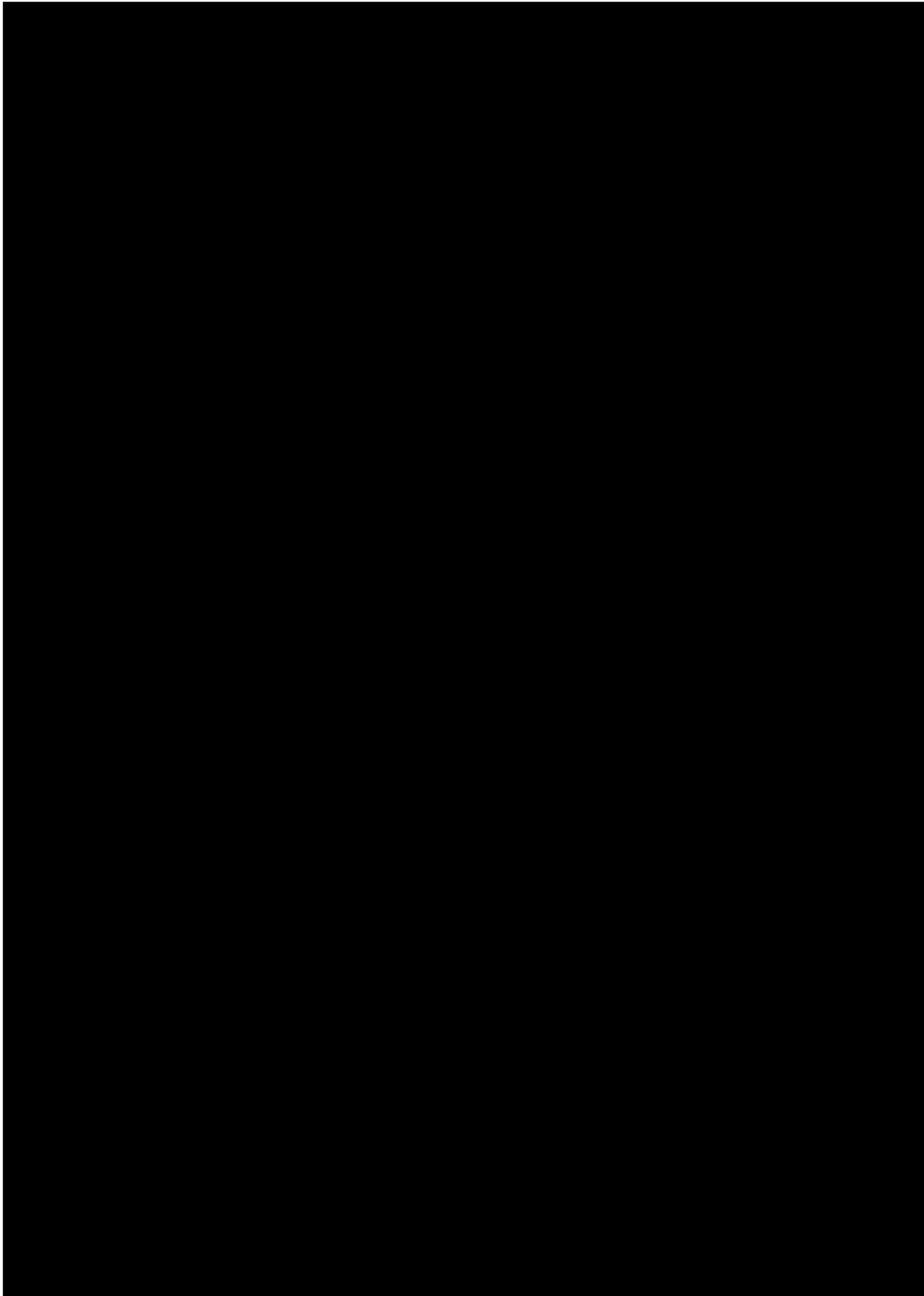


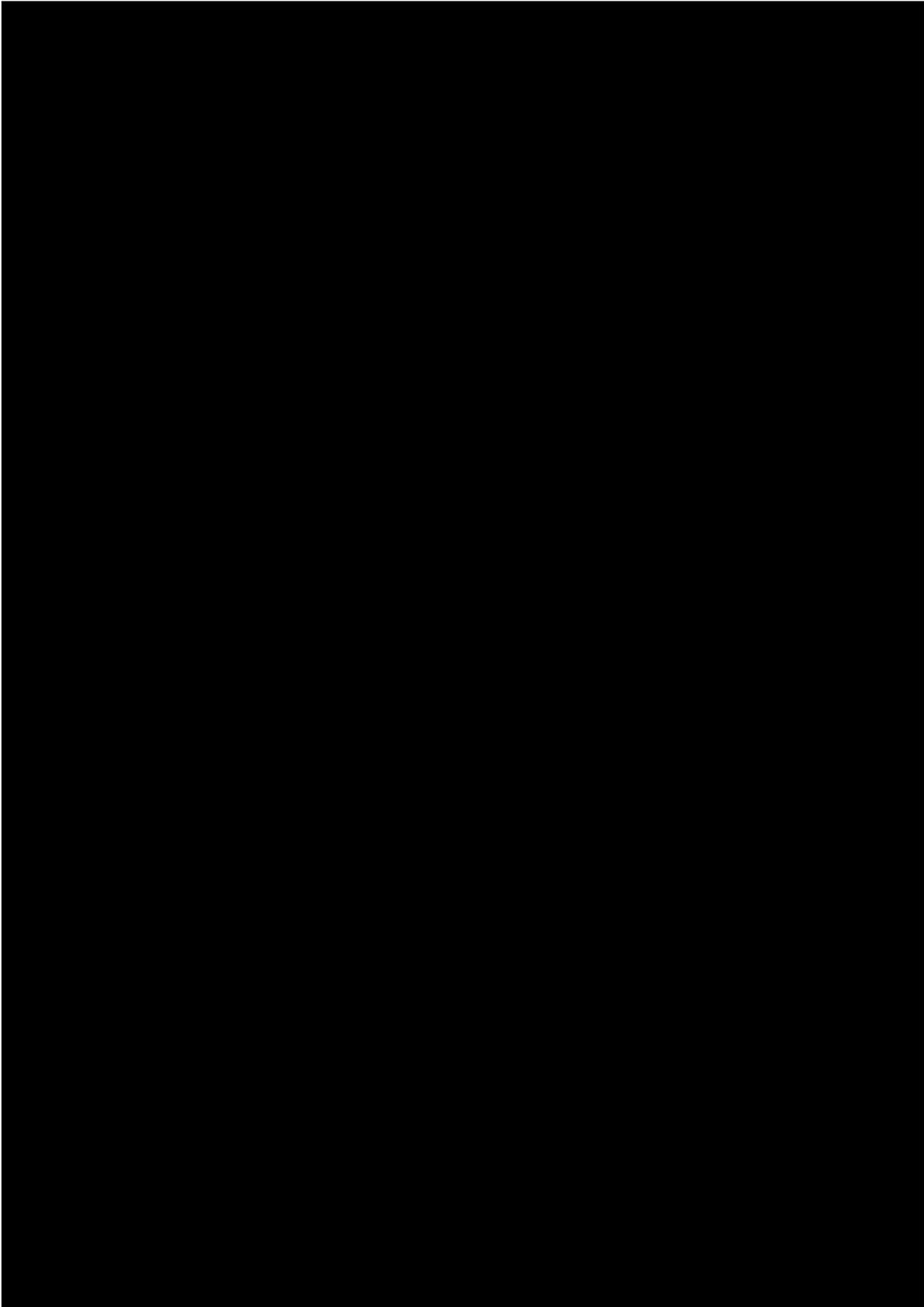




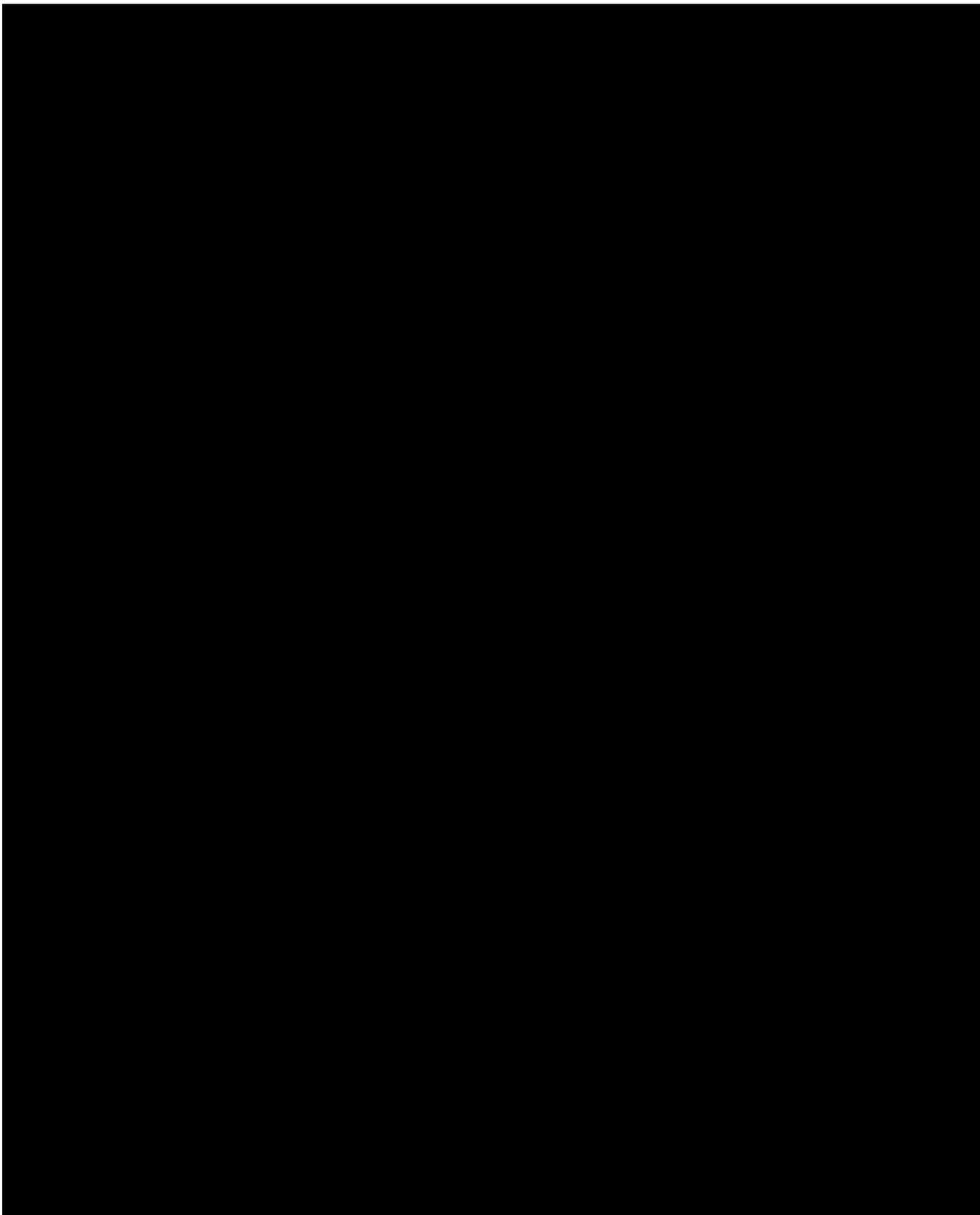


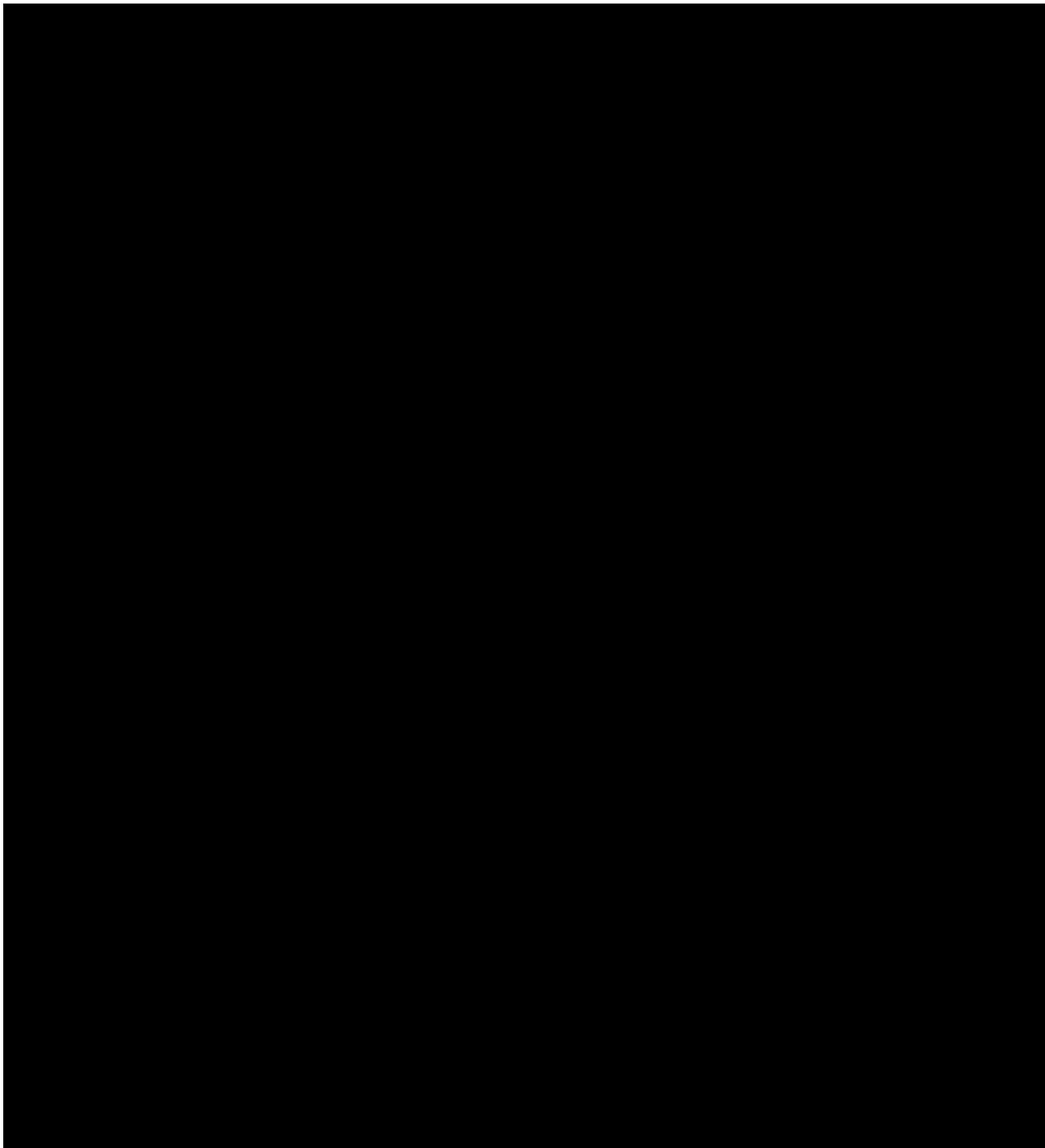


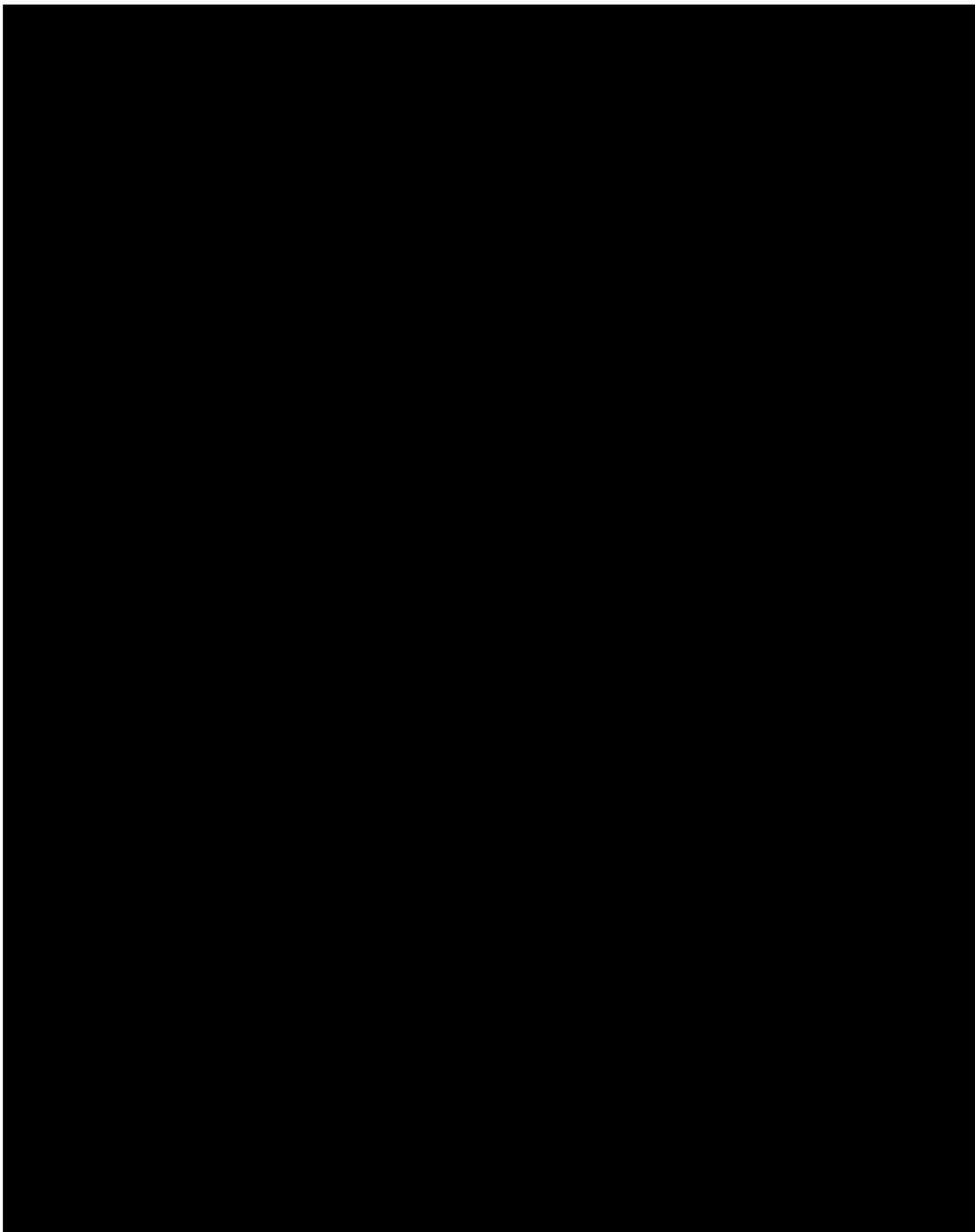


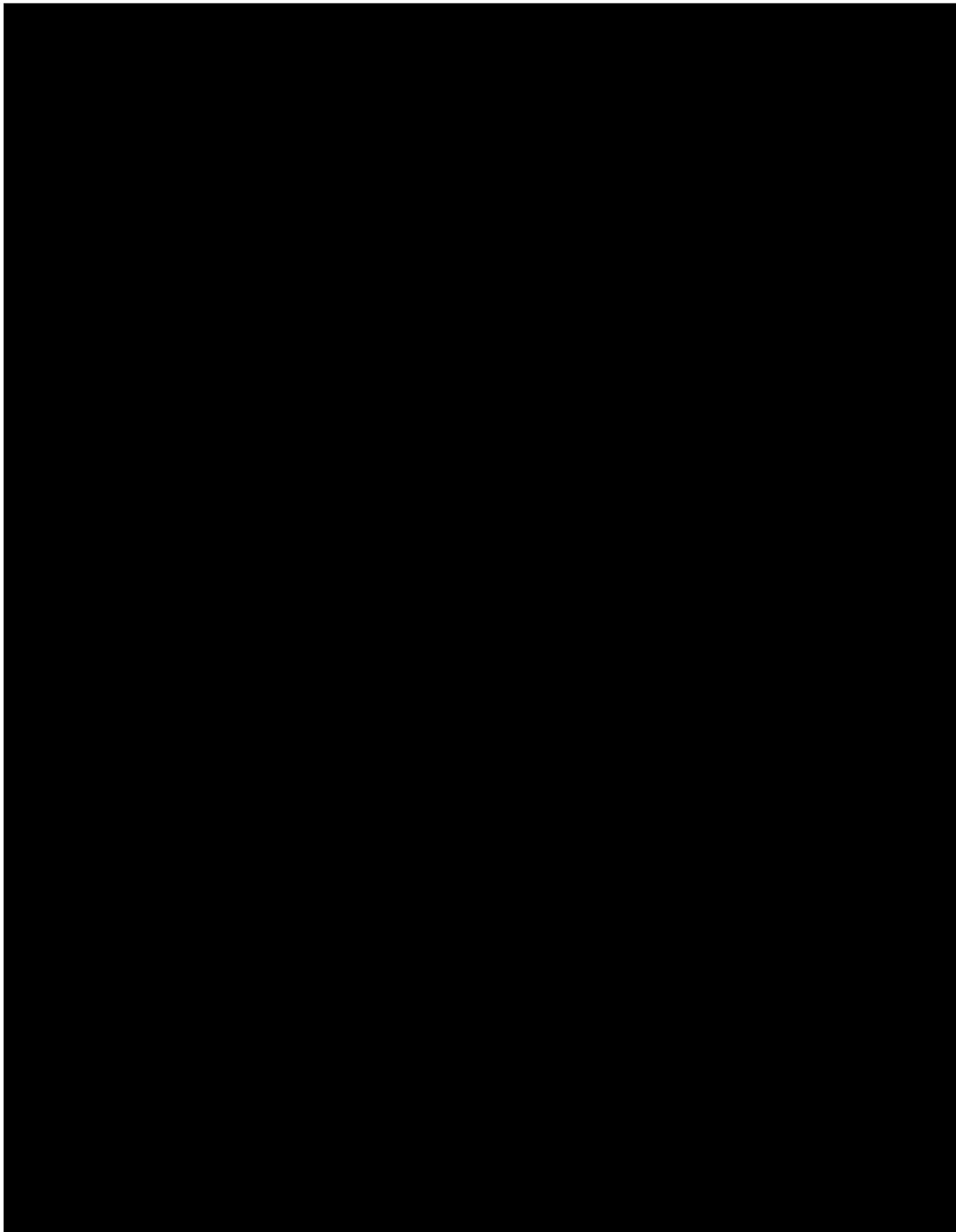


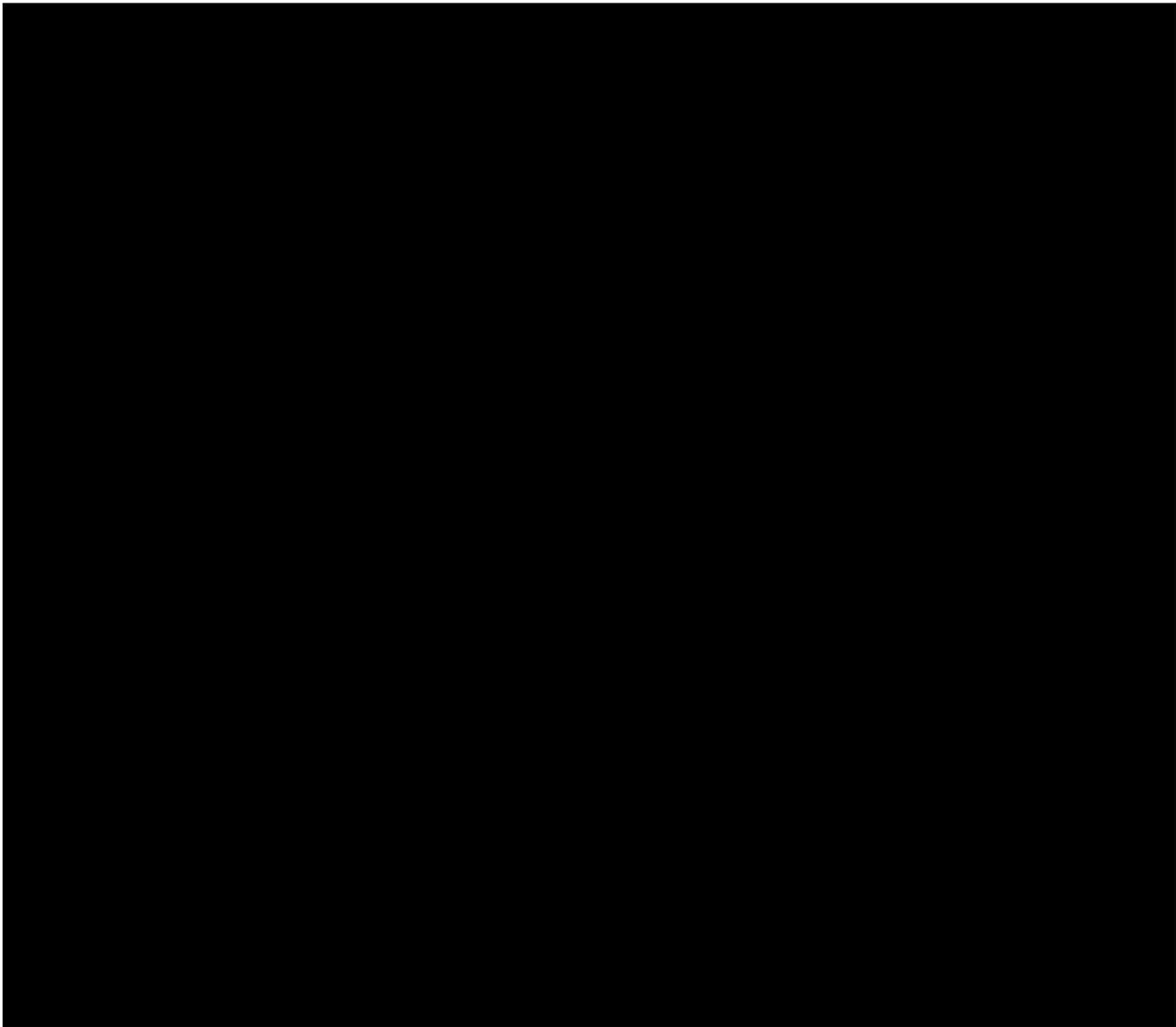


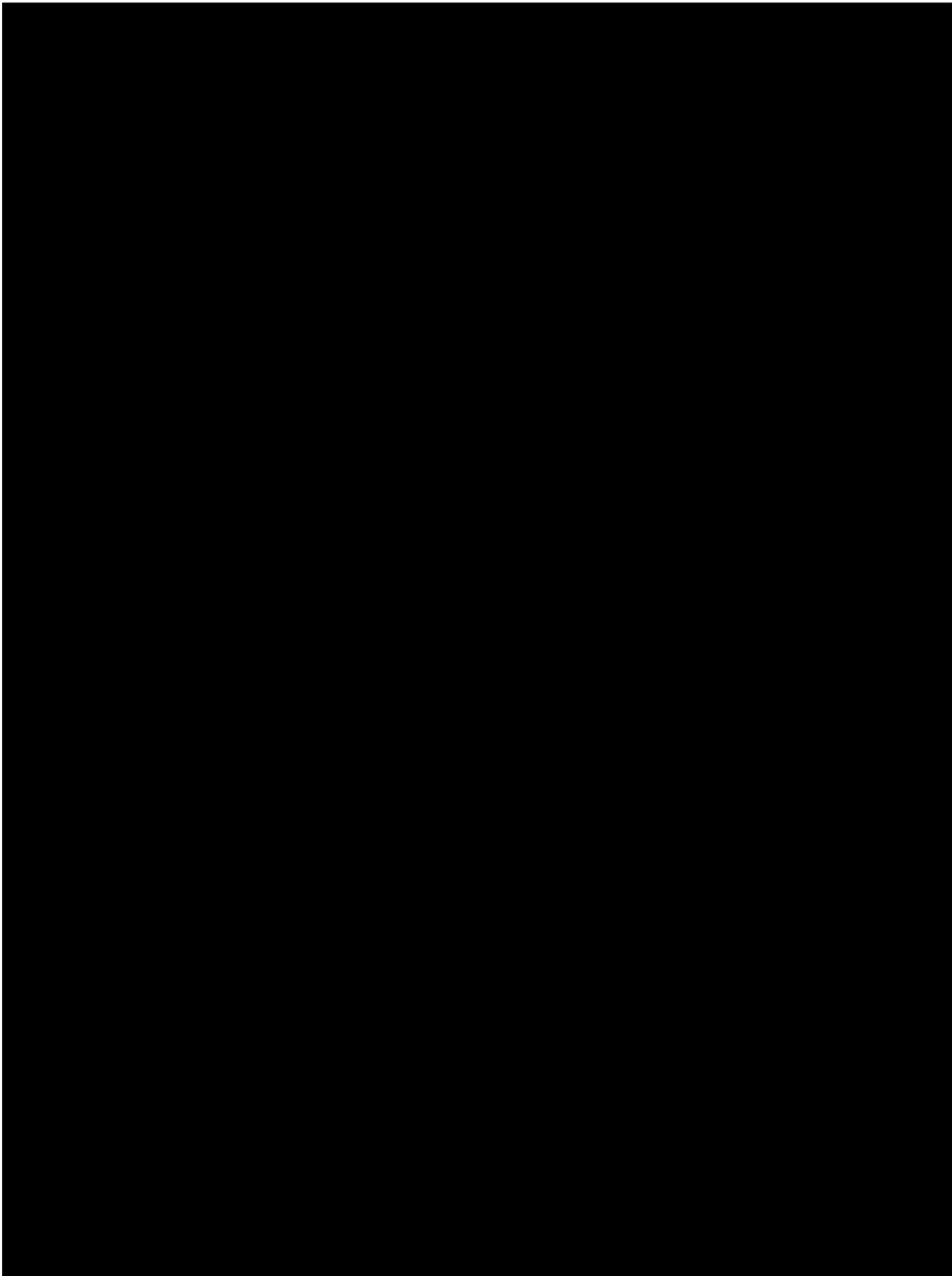


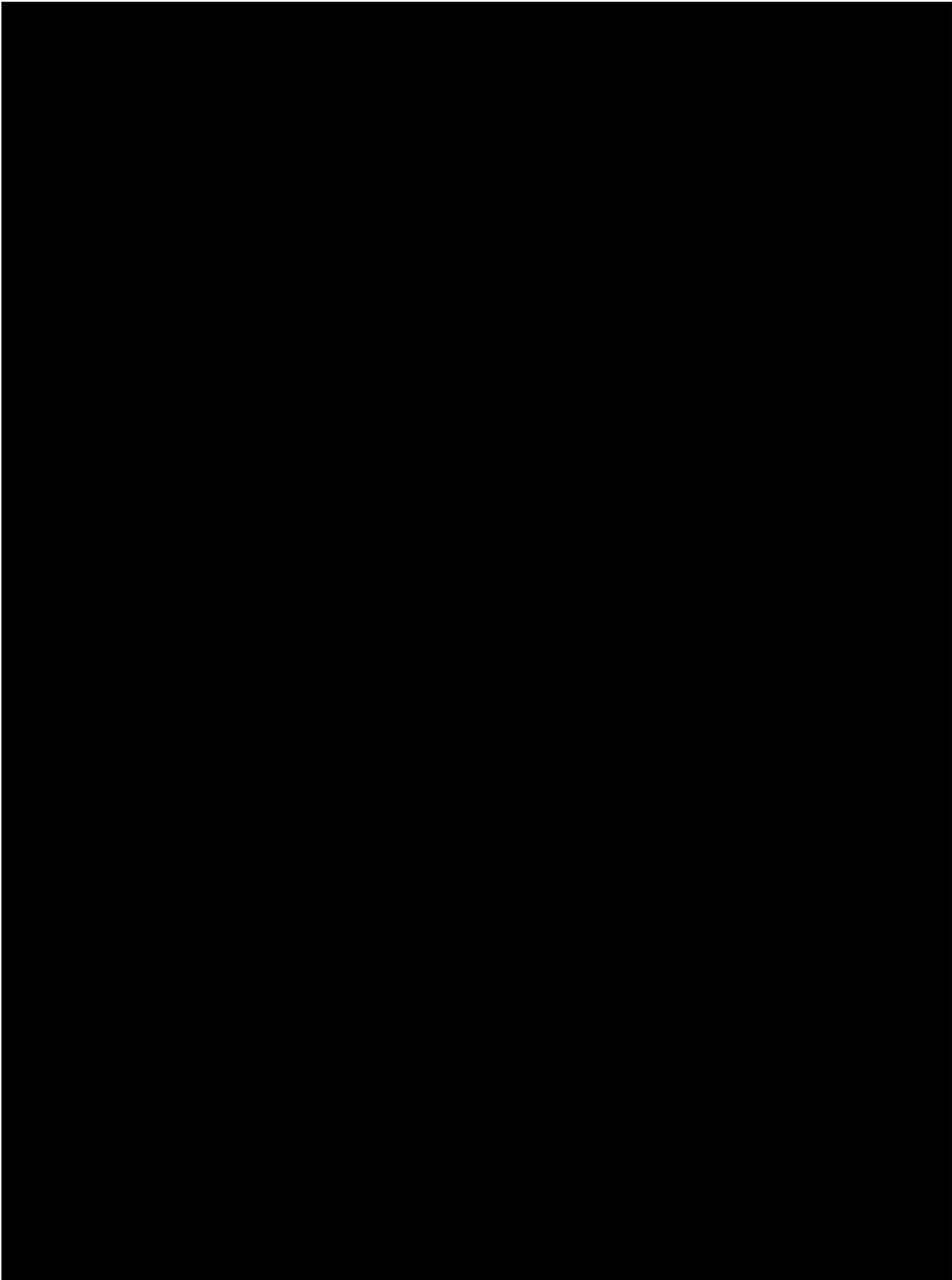


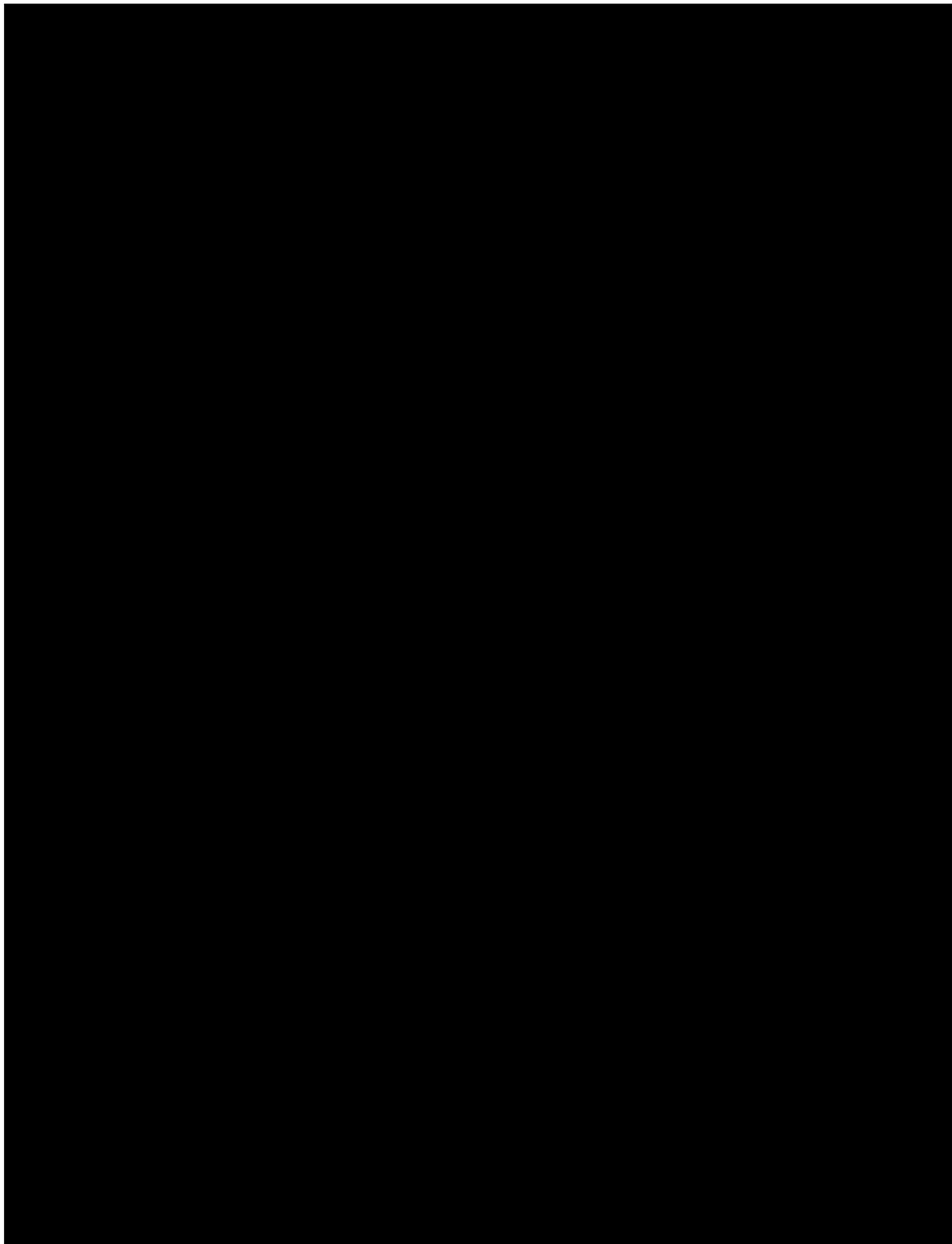


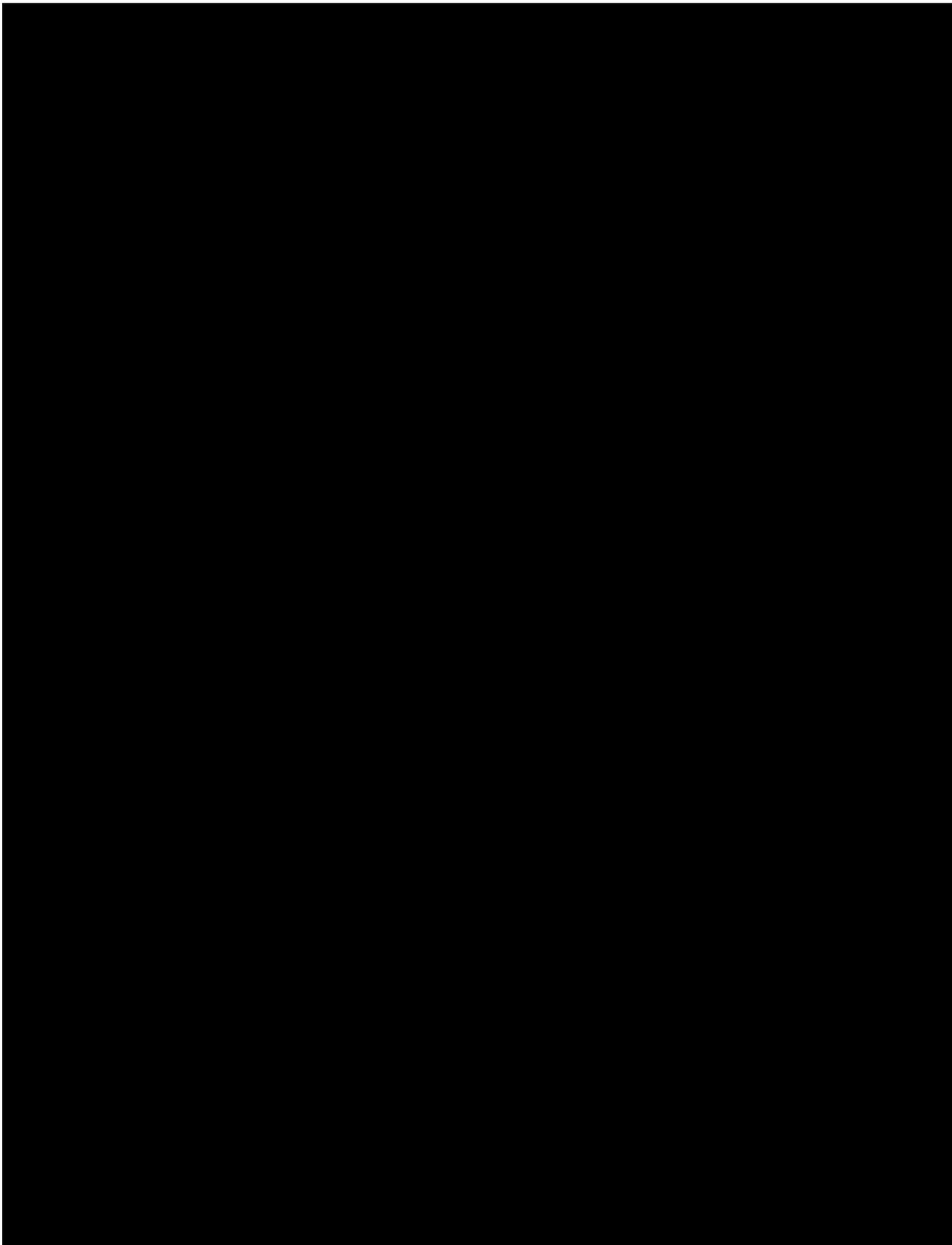


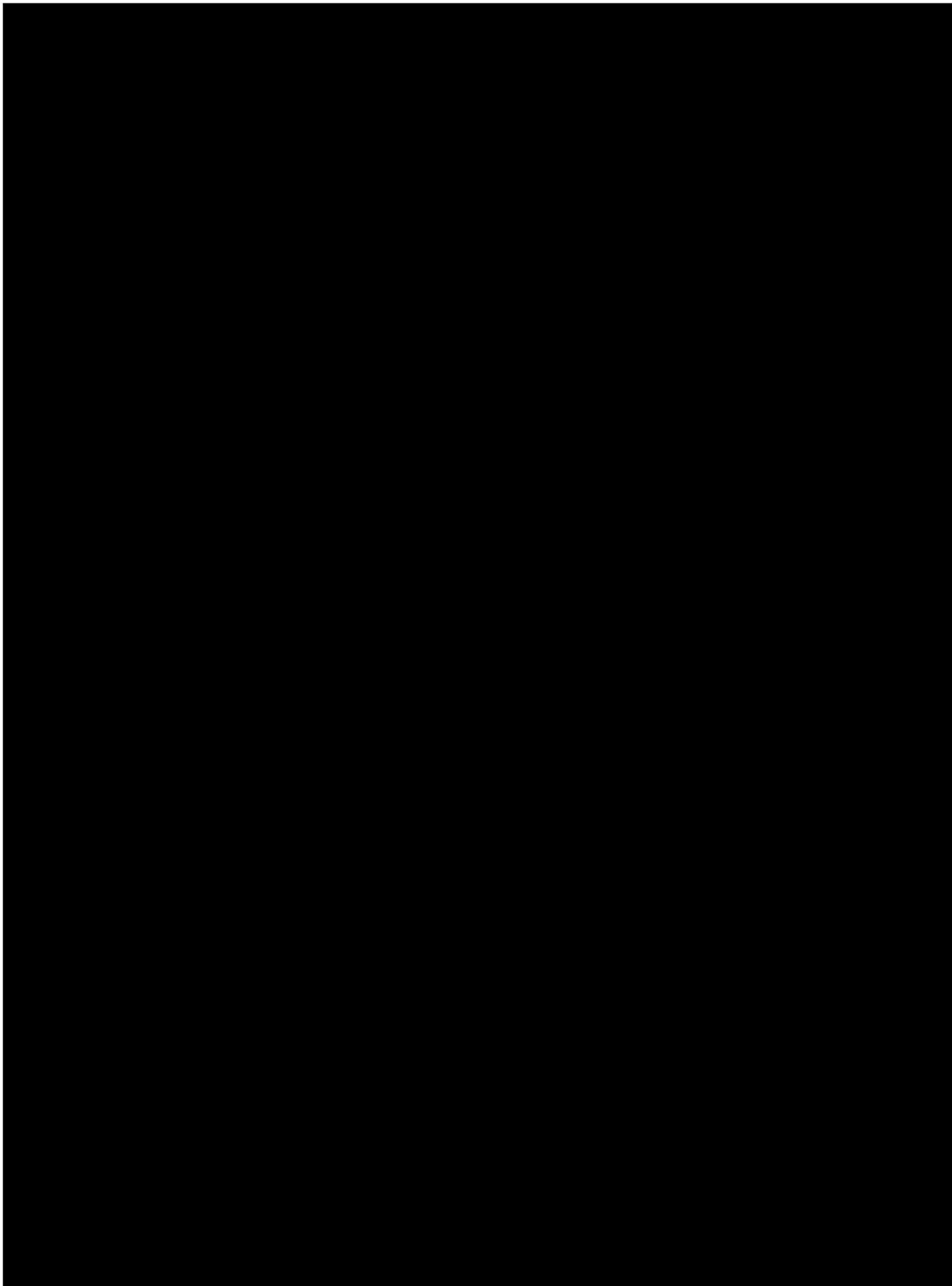












Attachment B-3

Managed Appliance Installation for NY AMI Solutions

Statement of Work

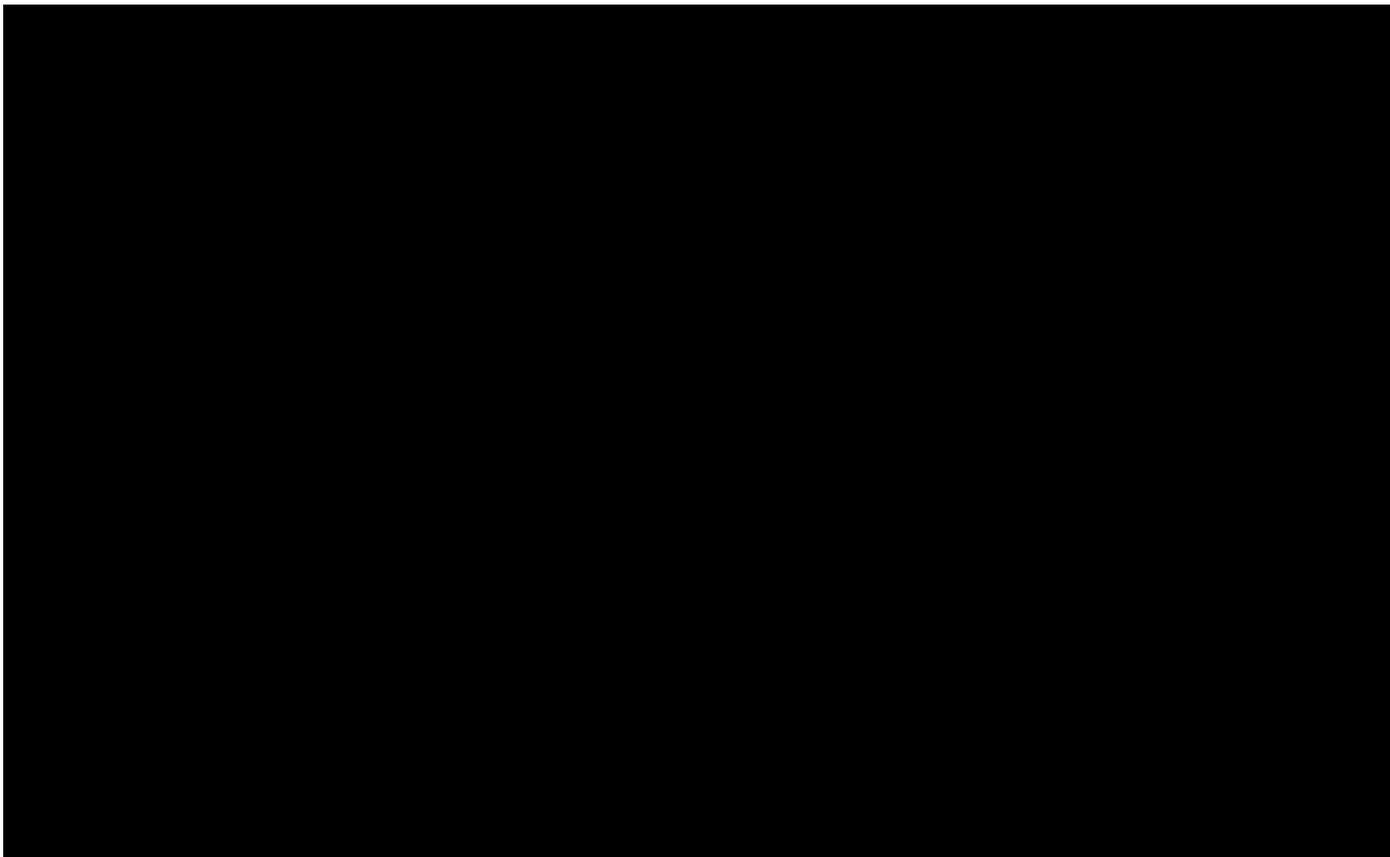
MANAGED APPLIANCE INSTALLATION FOR NY AMI SOLUTIONS

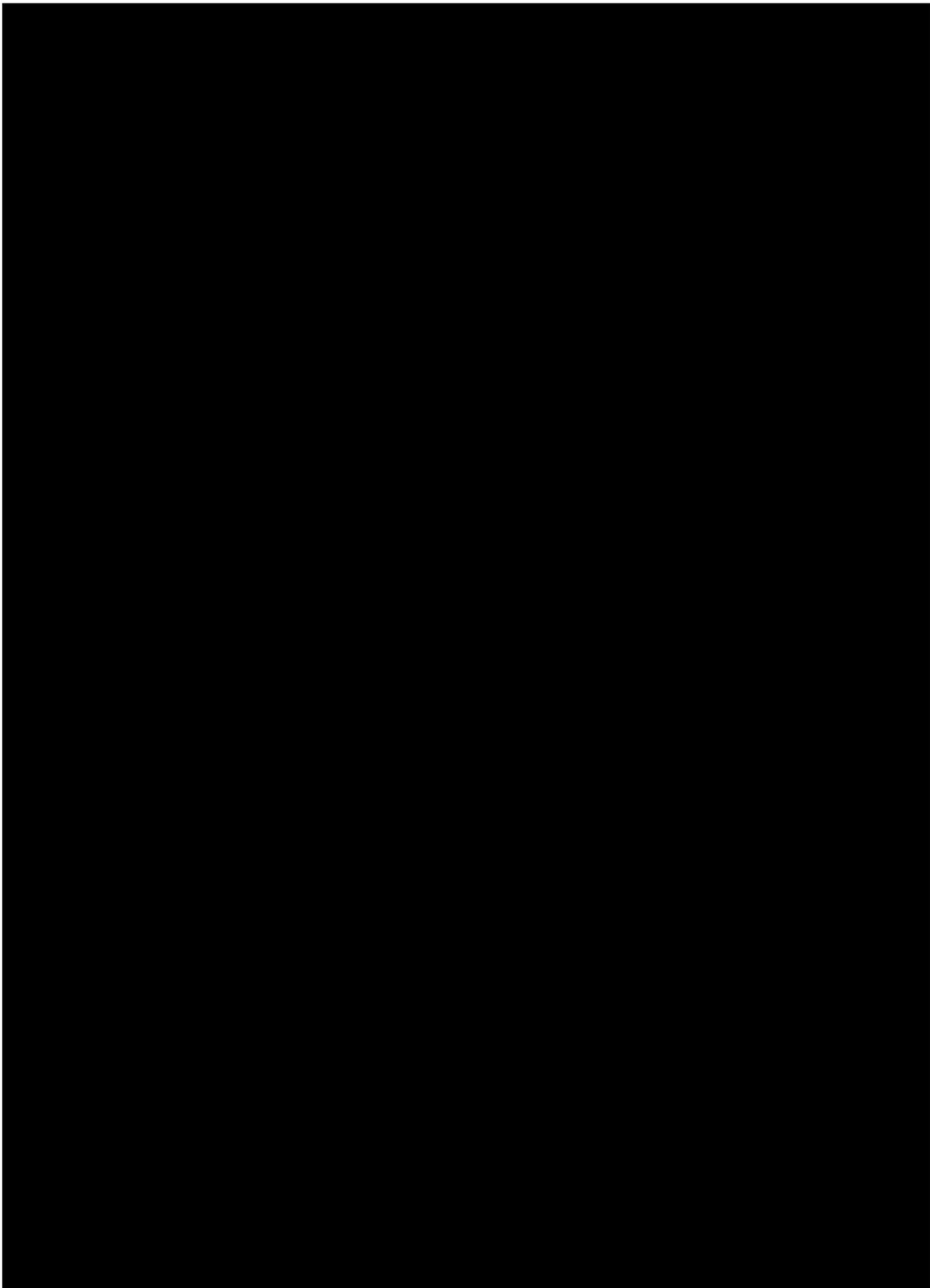
Avangrid Service Company

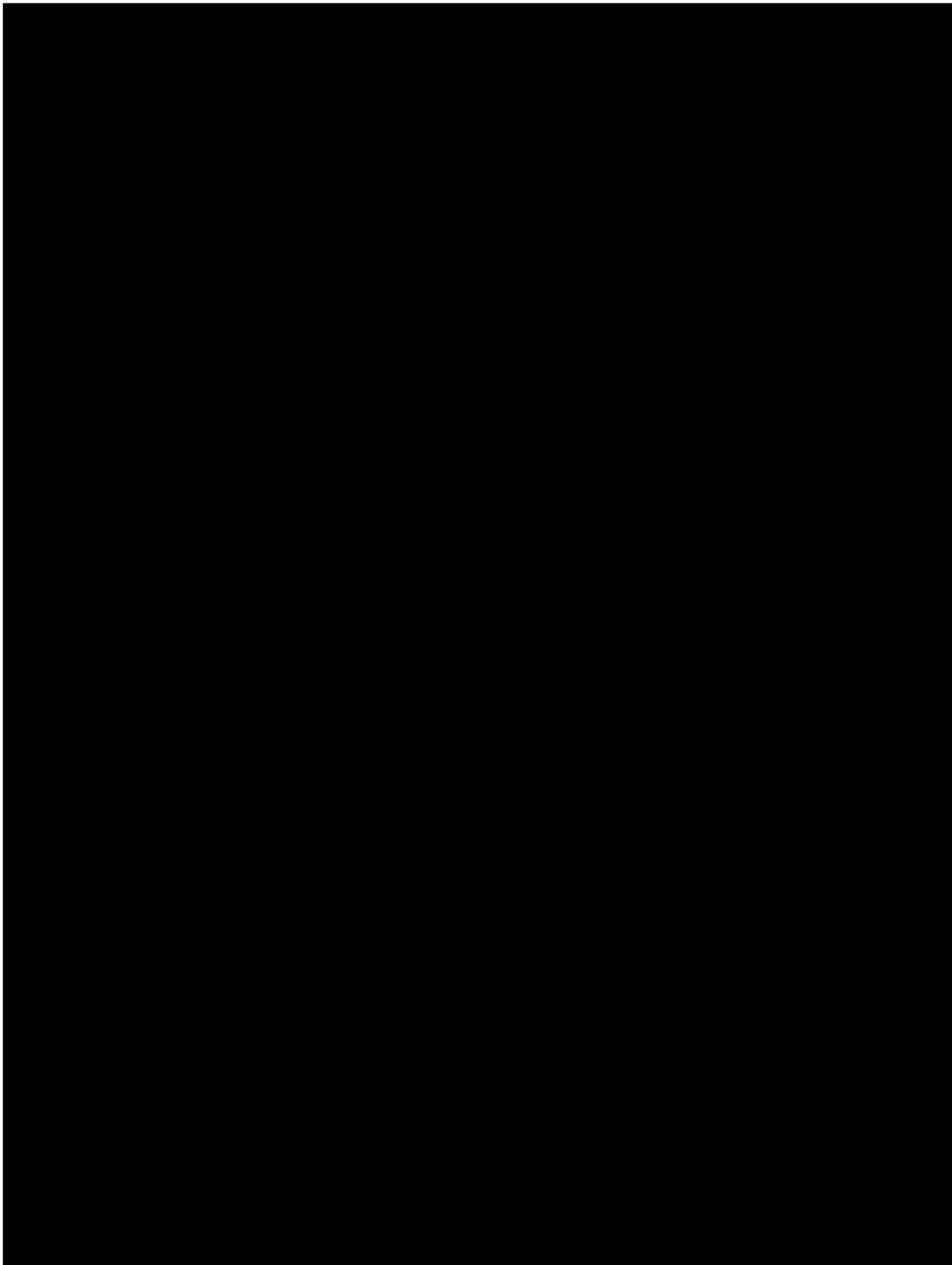
SOW Point of Contact: [REDACTED]

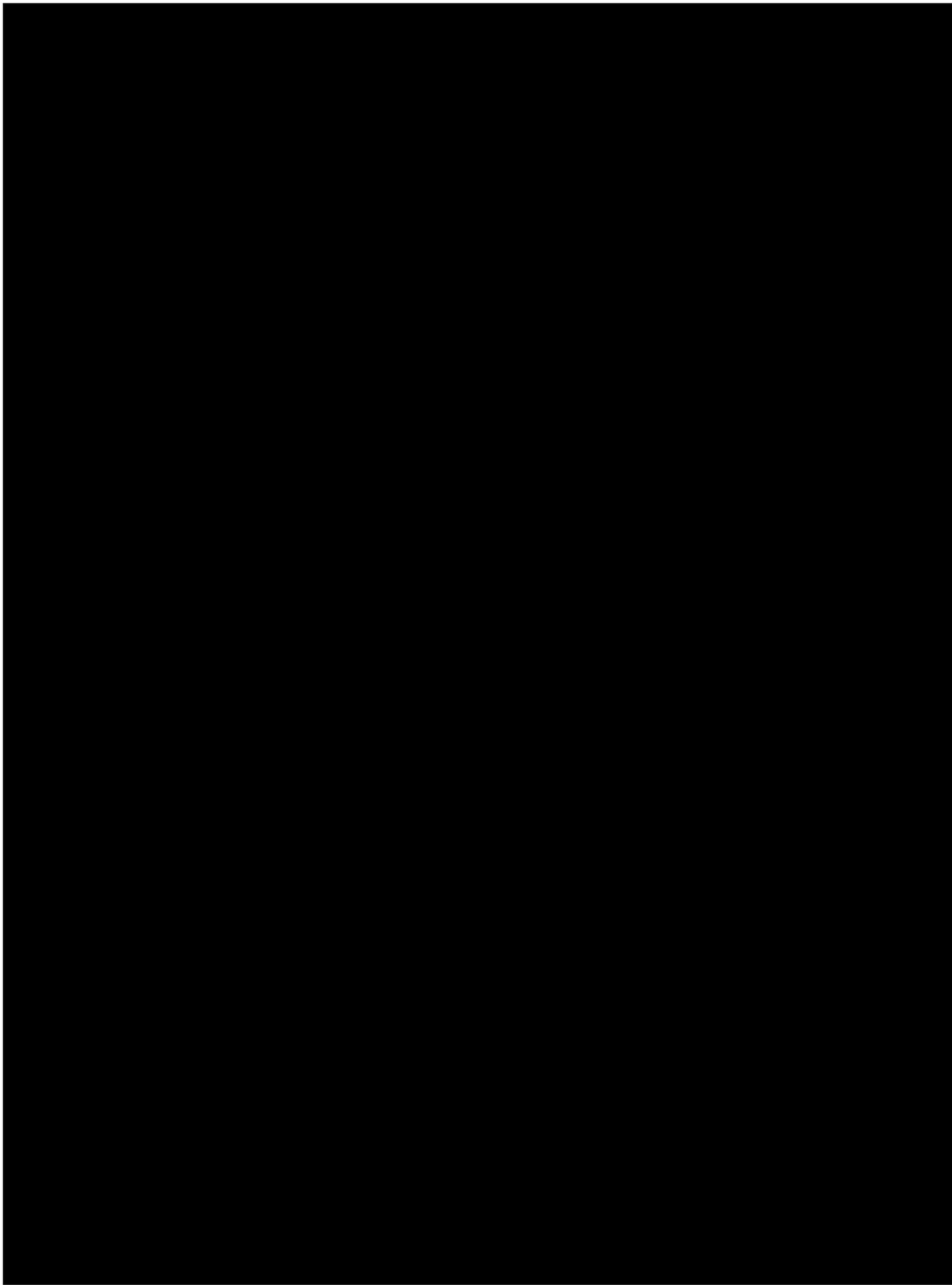
Date: 12/21/2020

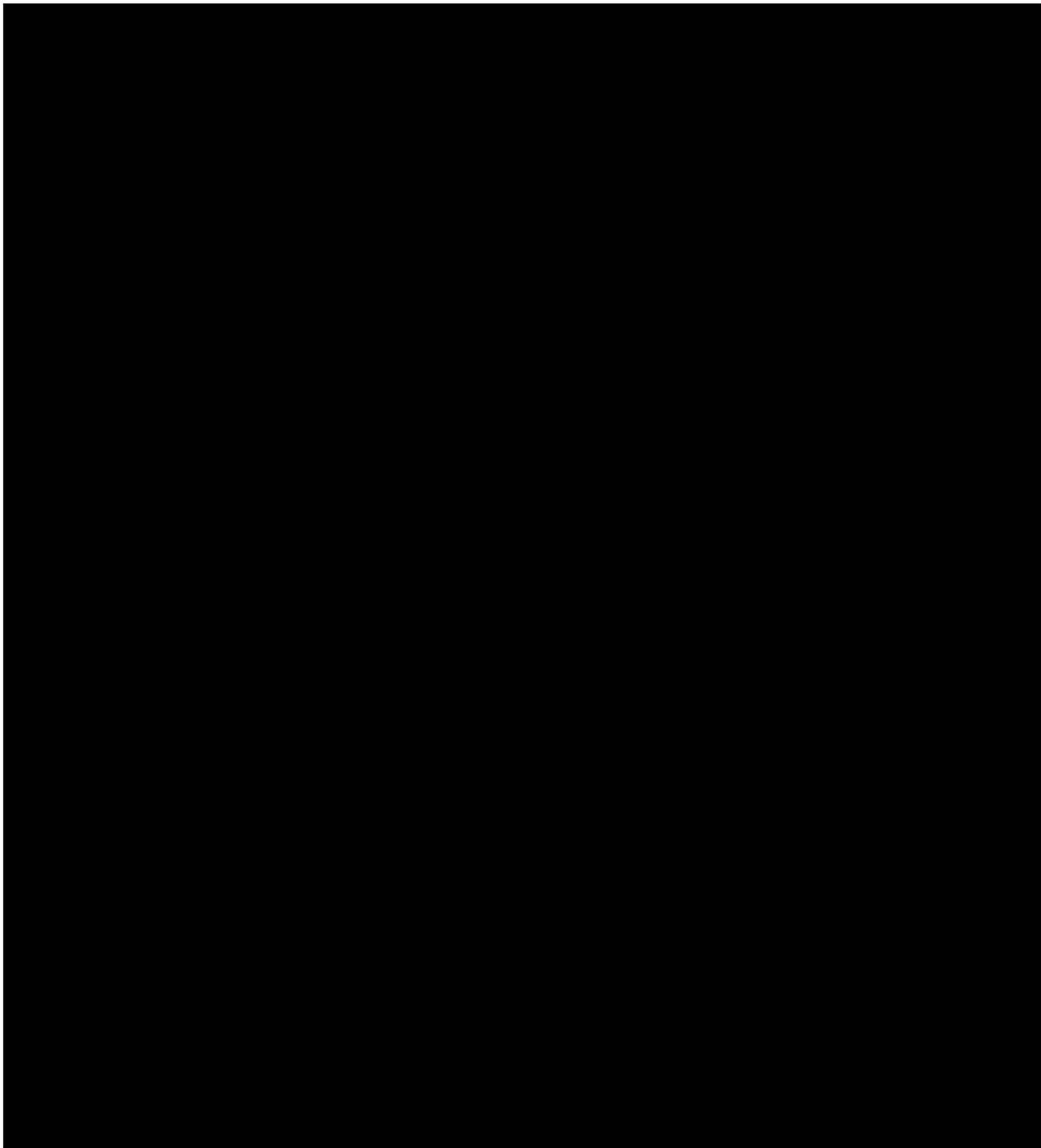
Version: 1.5

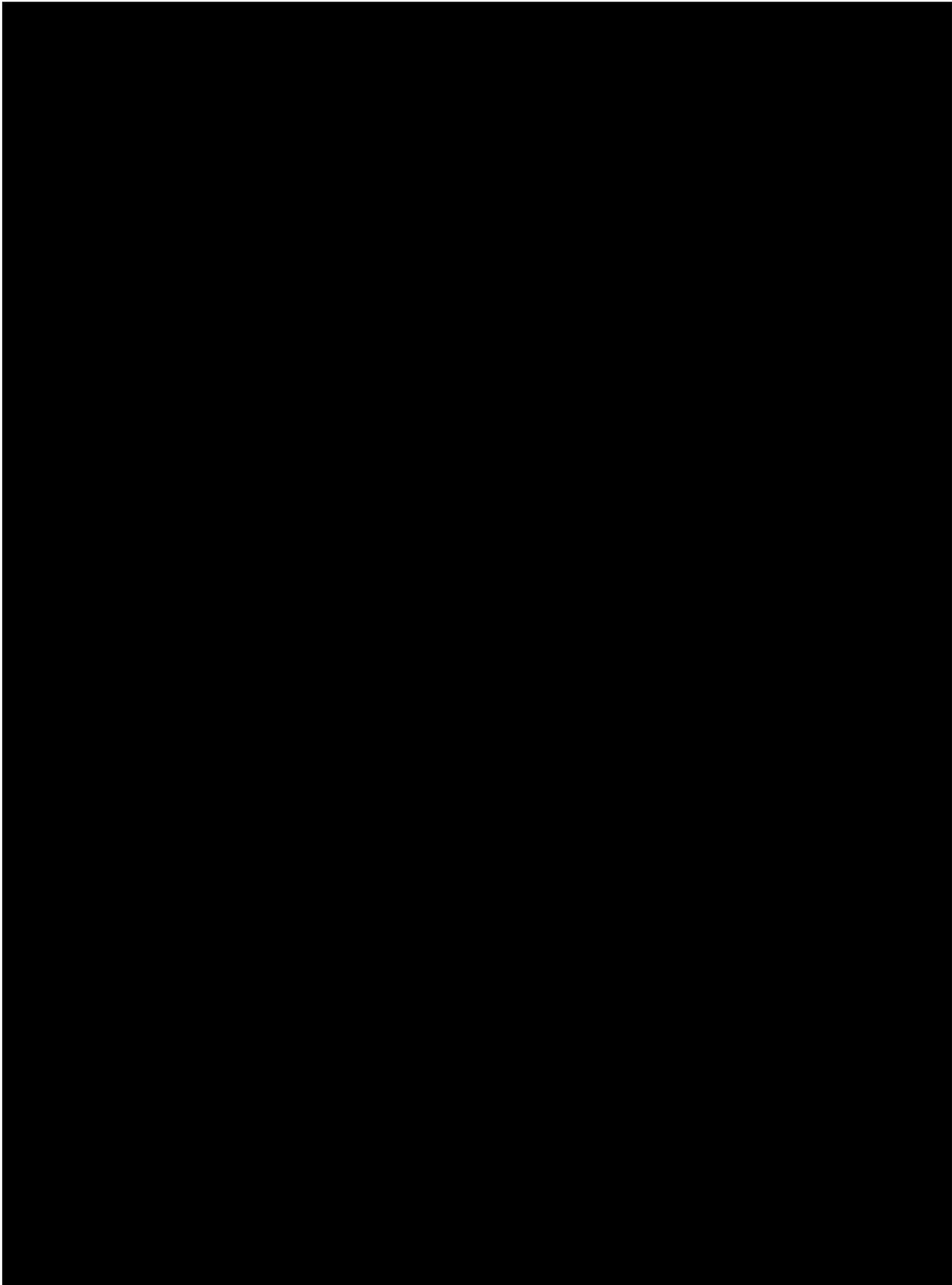


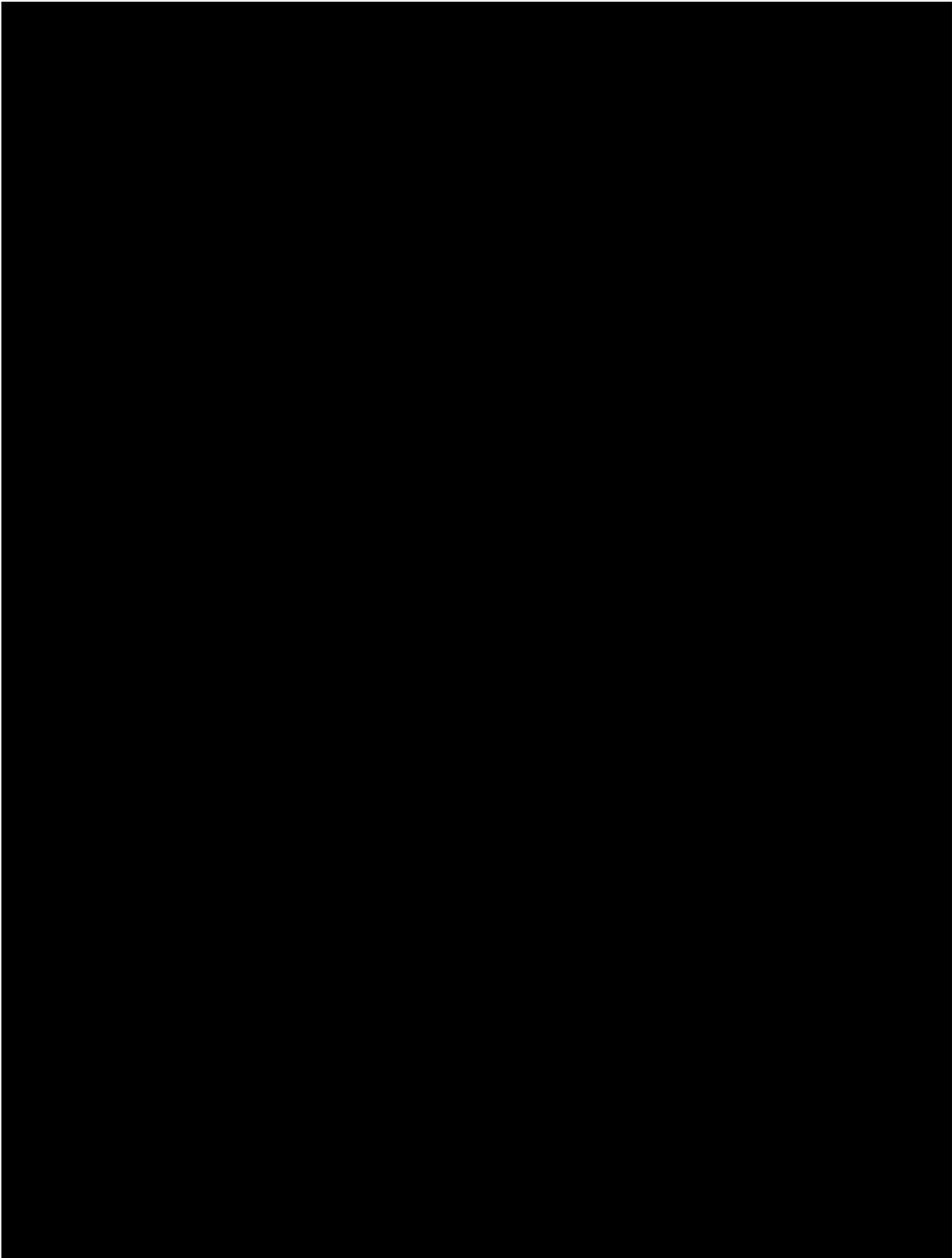


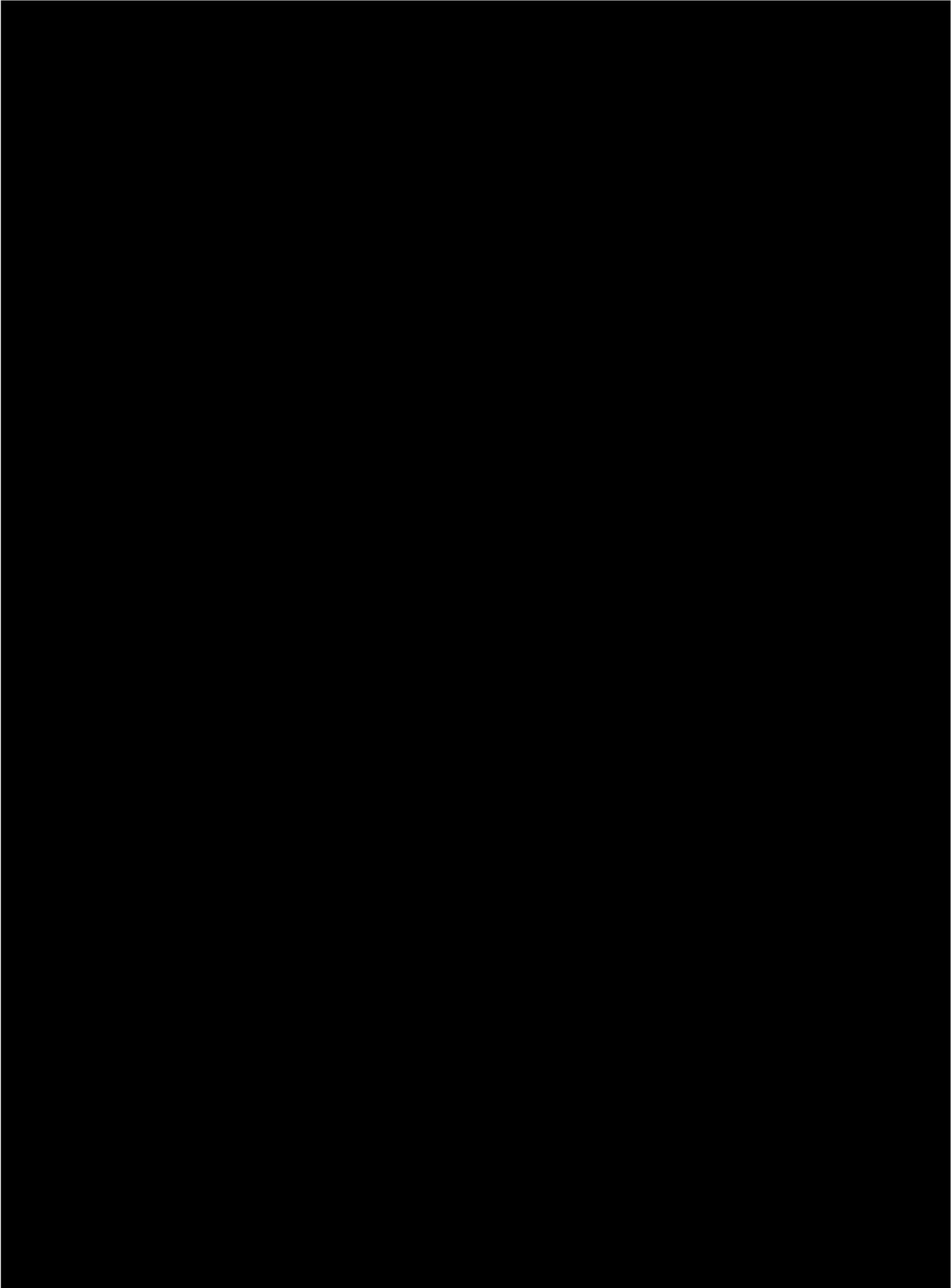


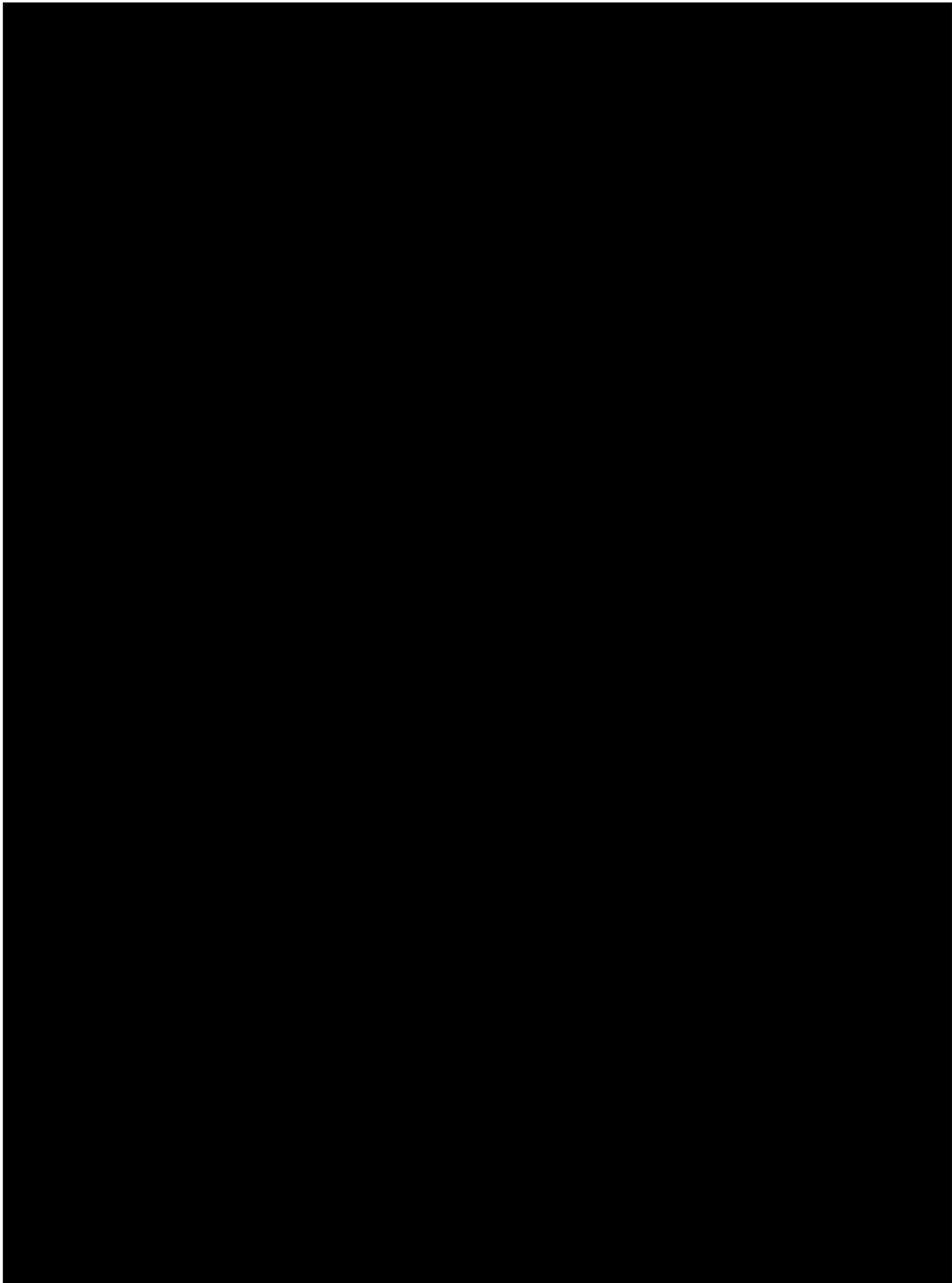


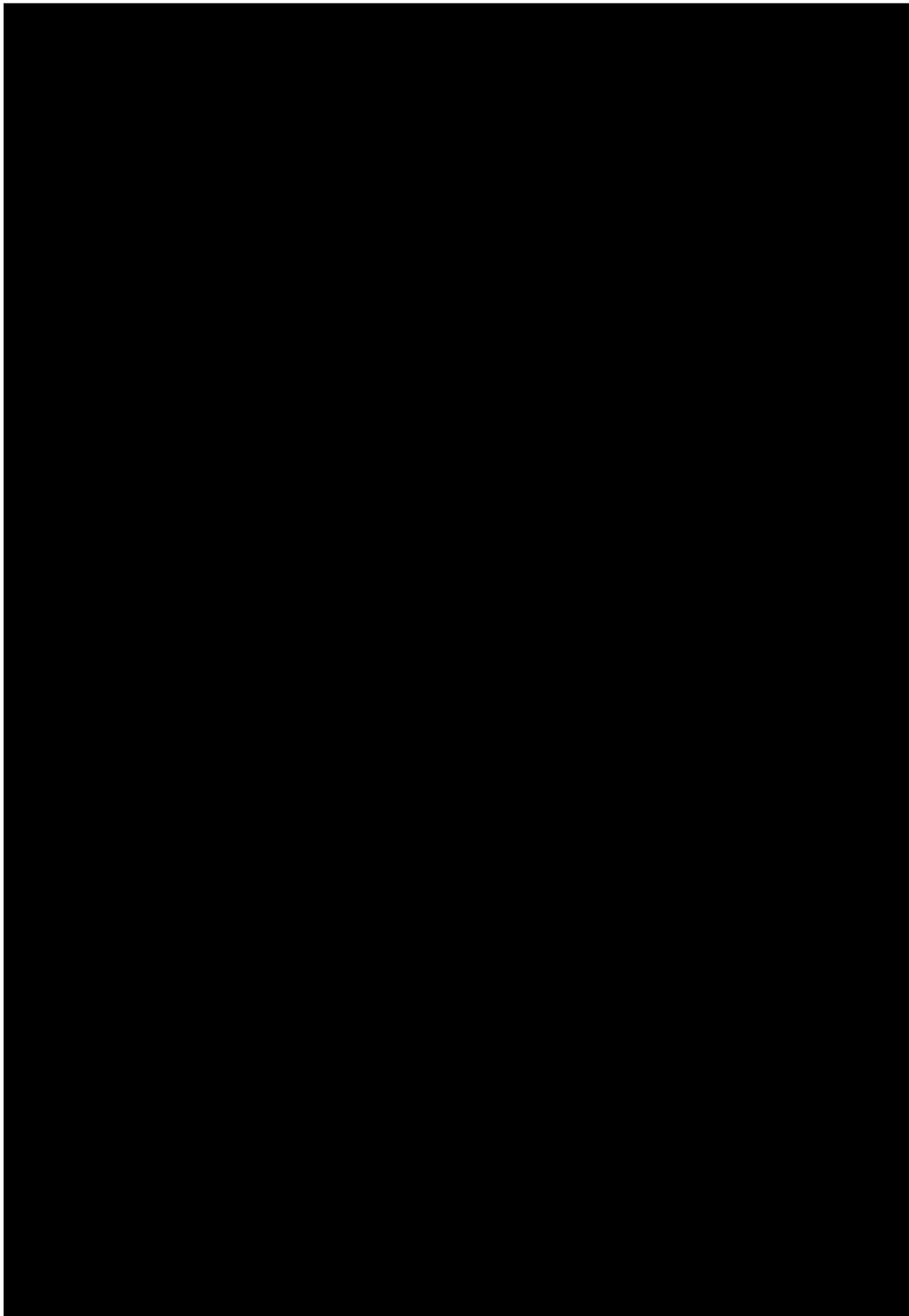


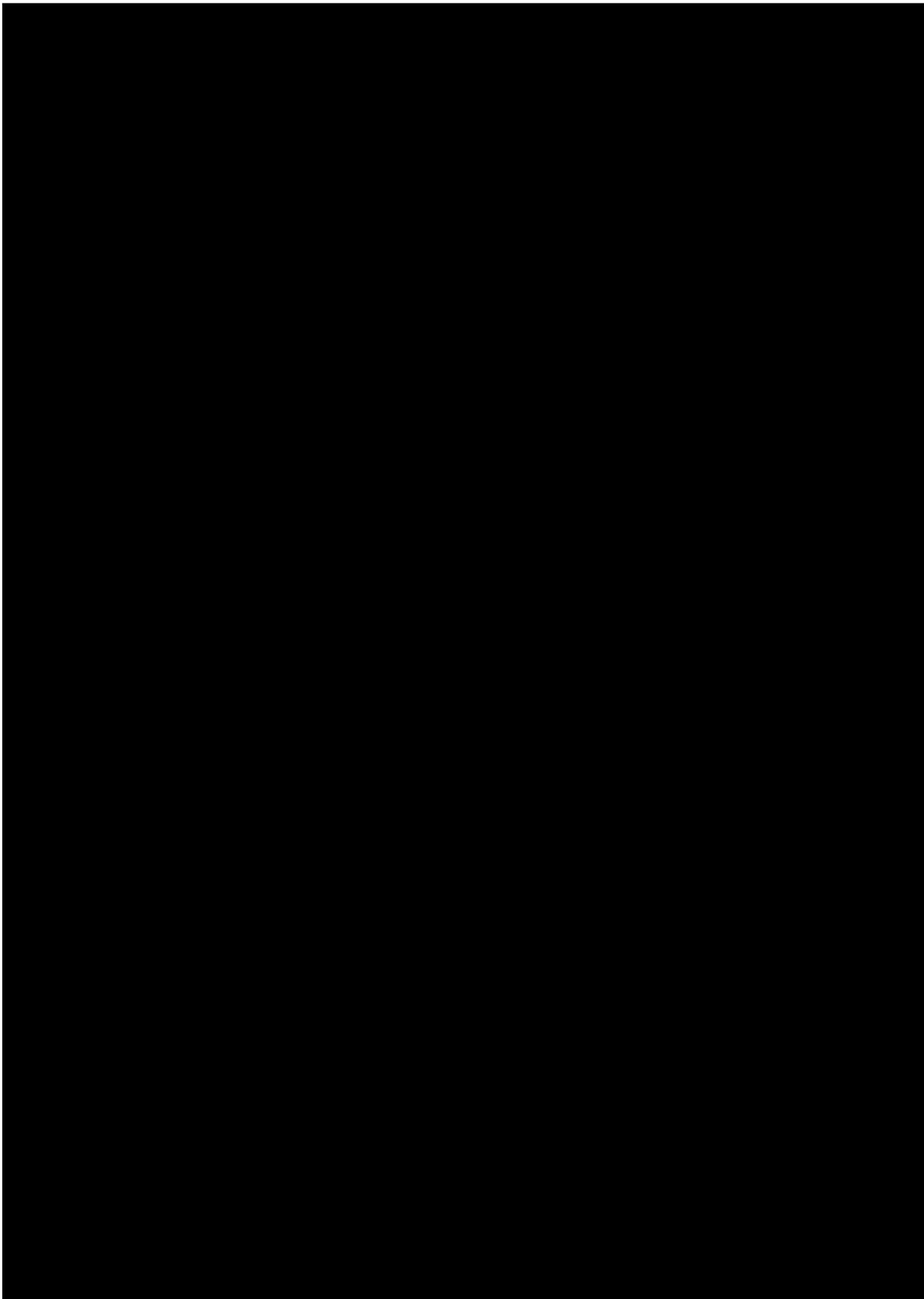


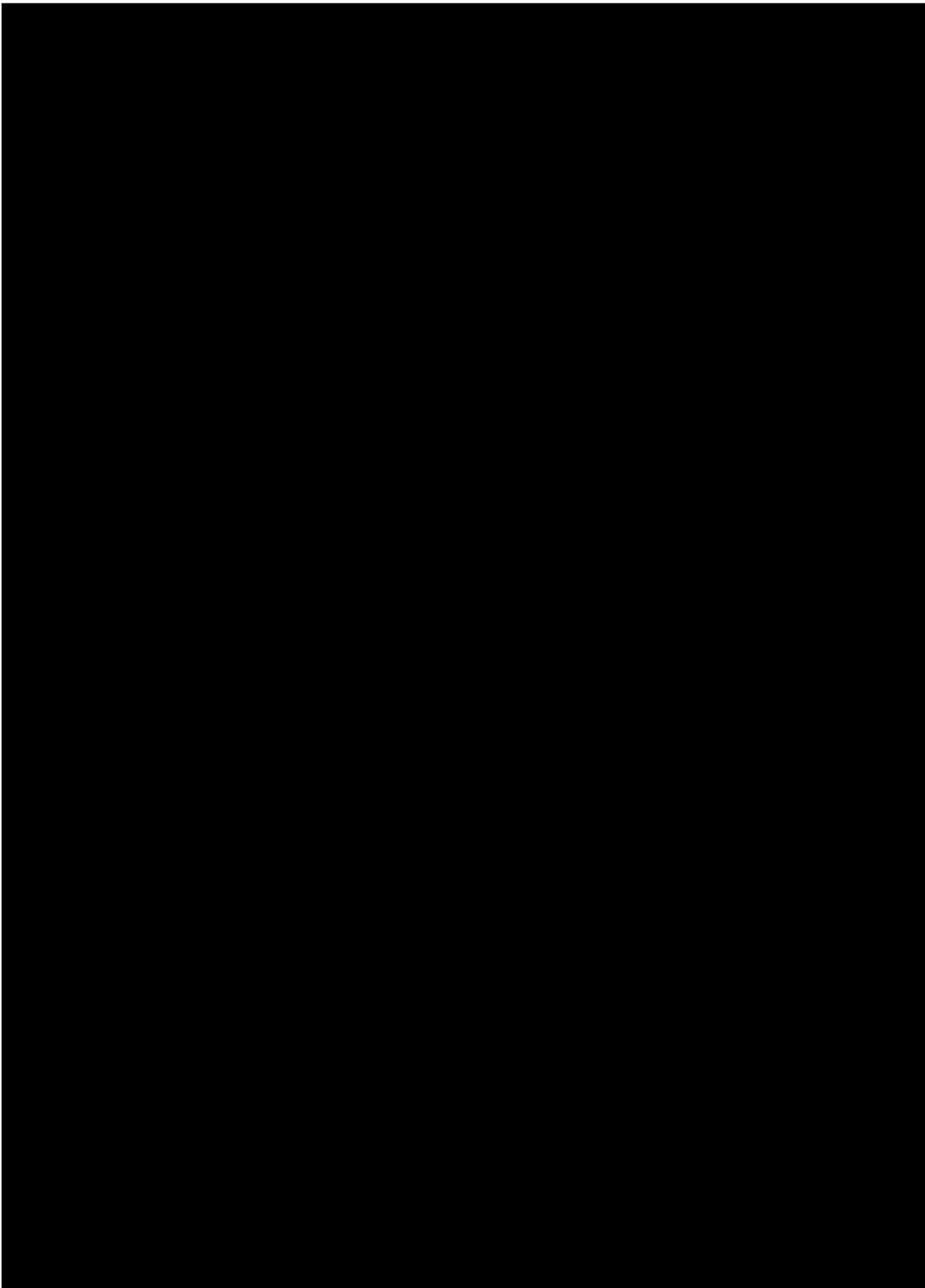


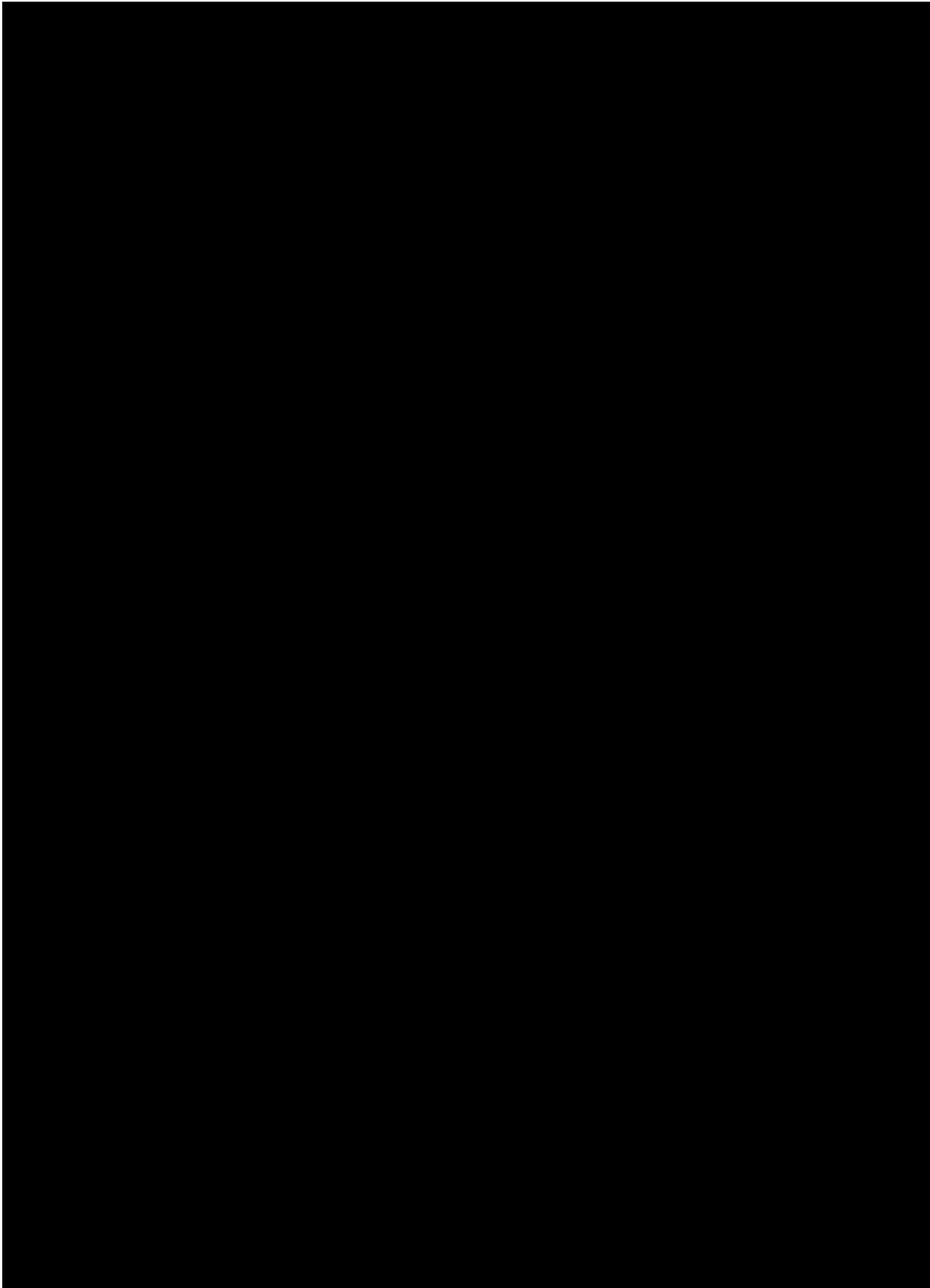


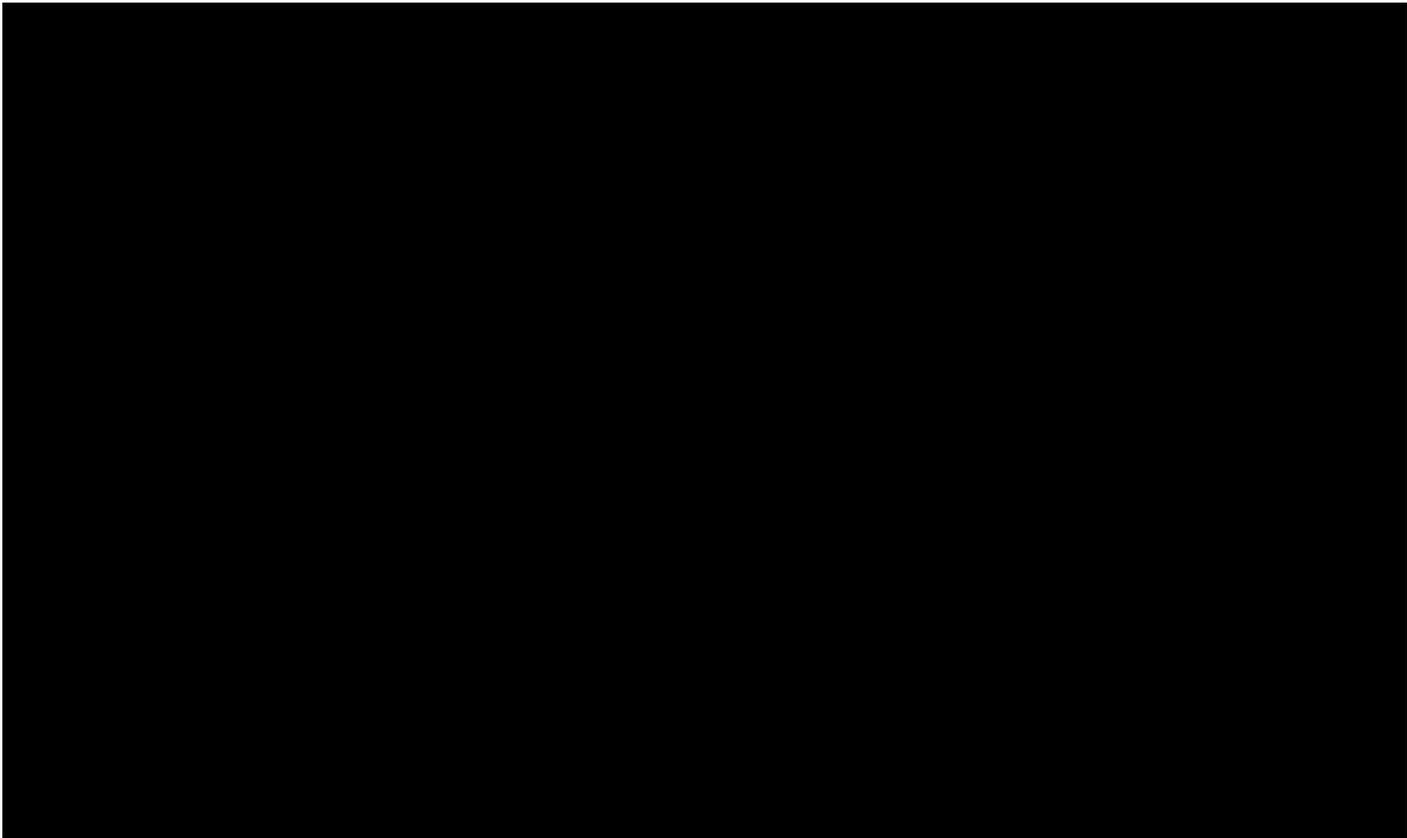


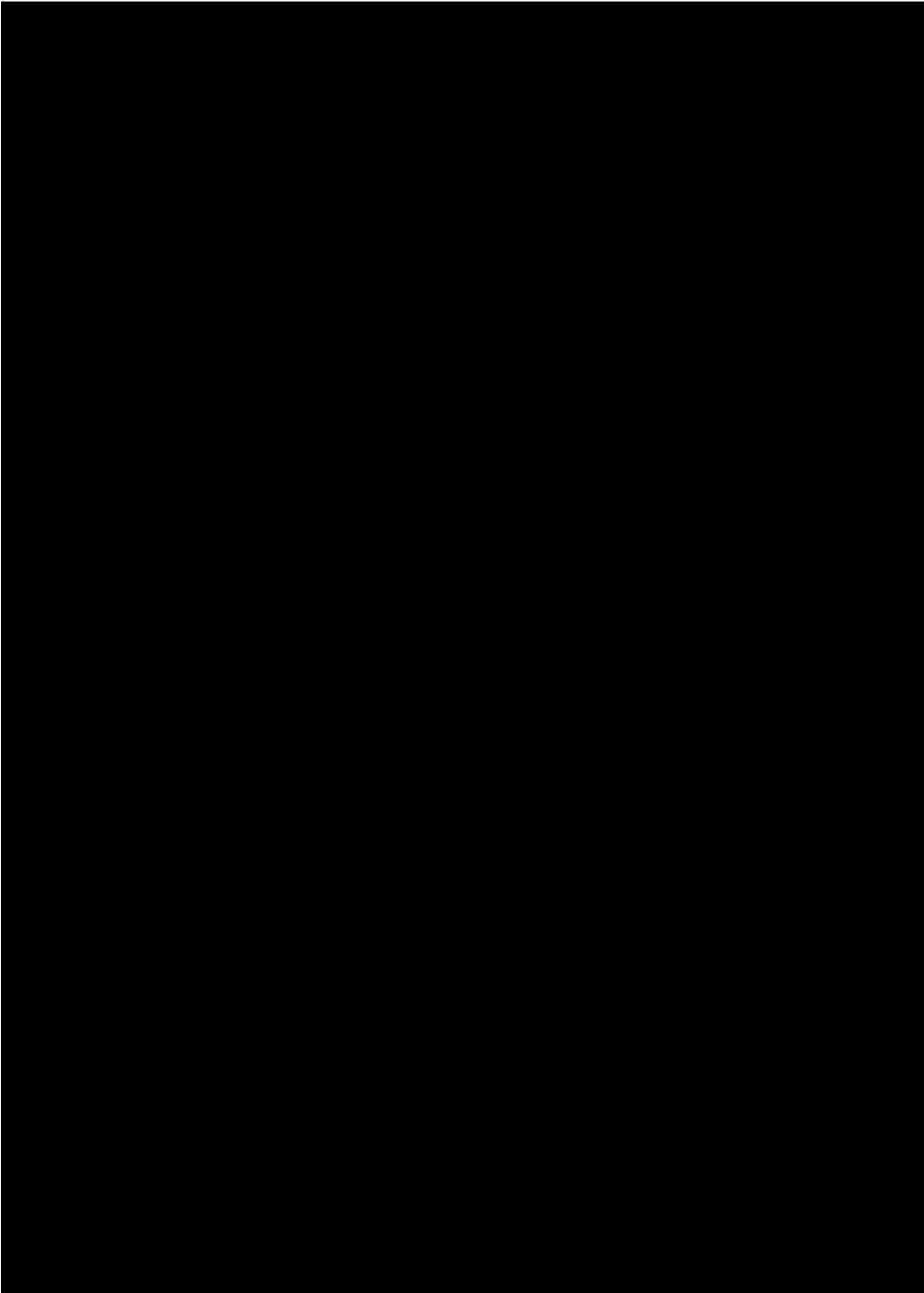


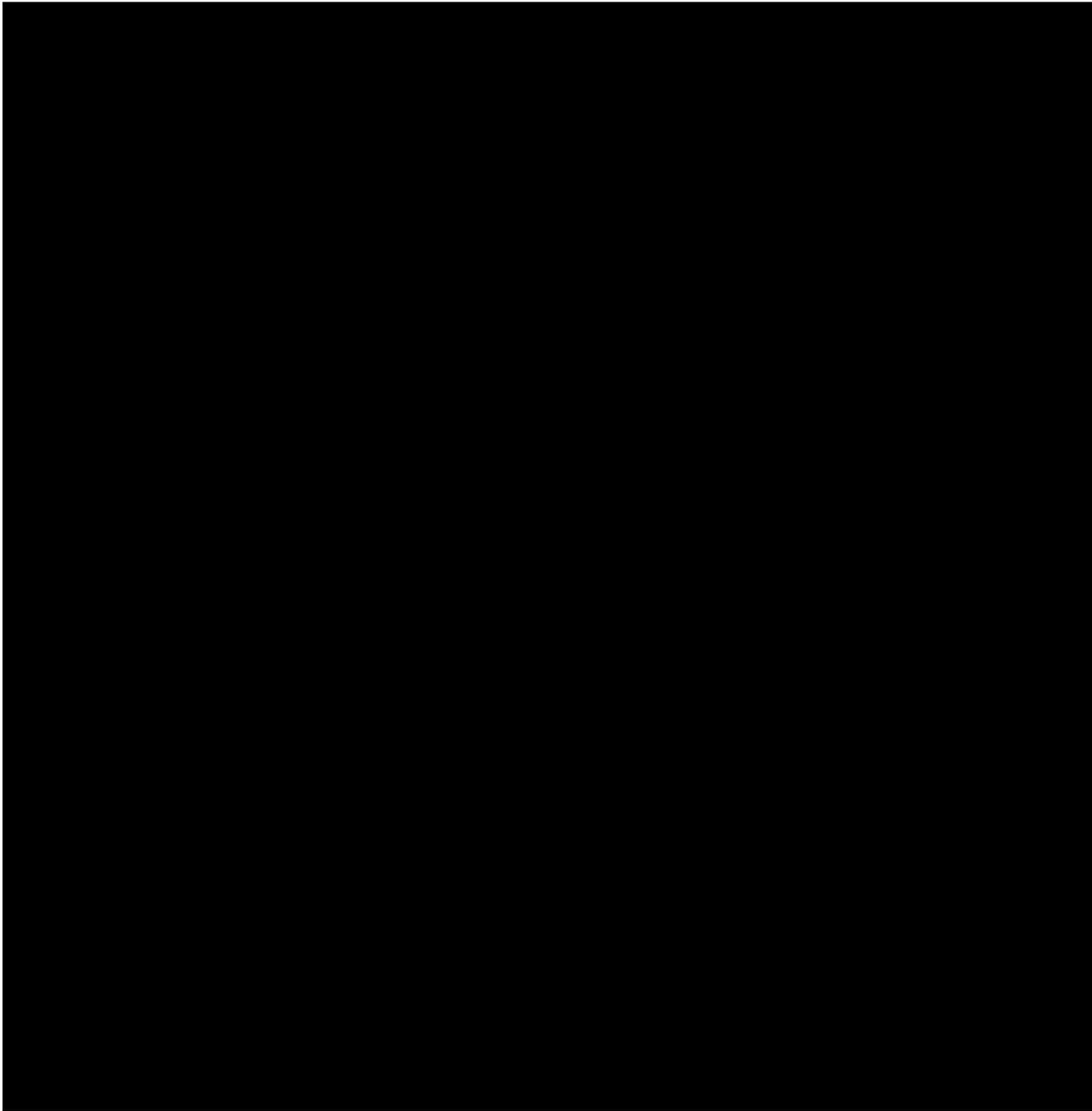


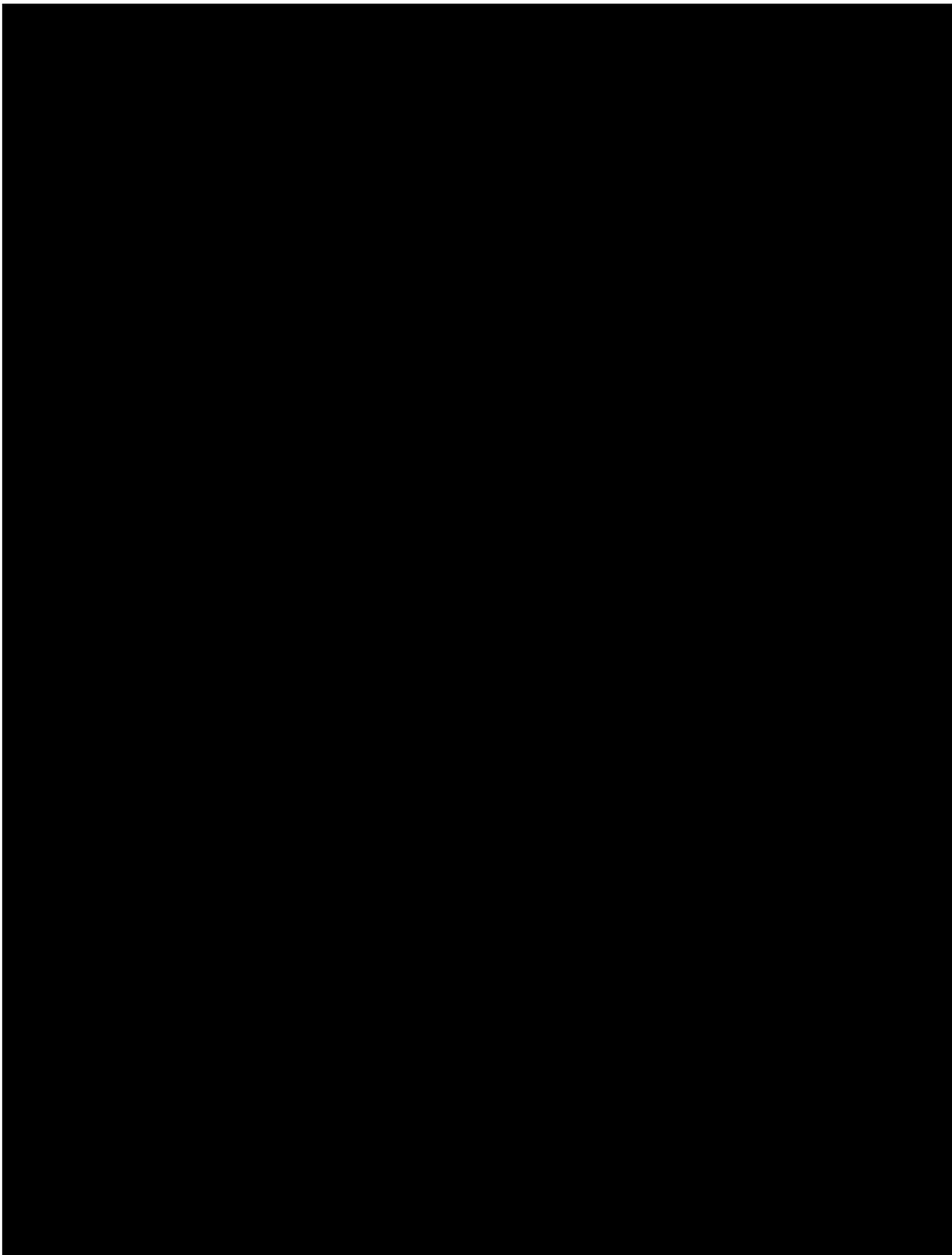


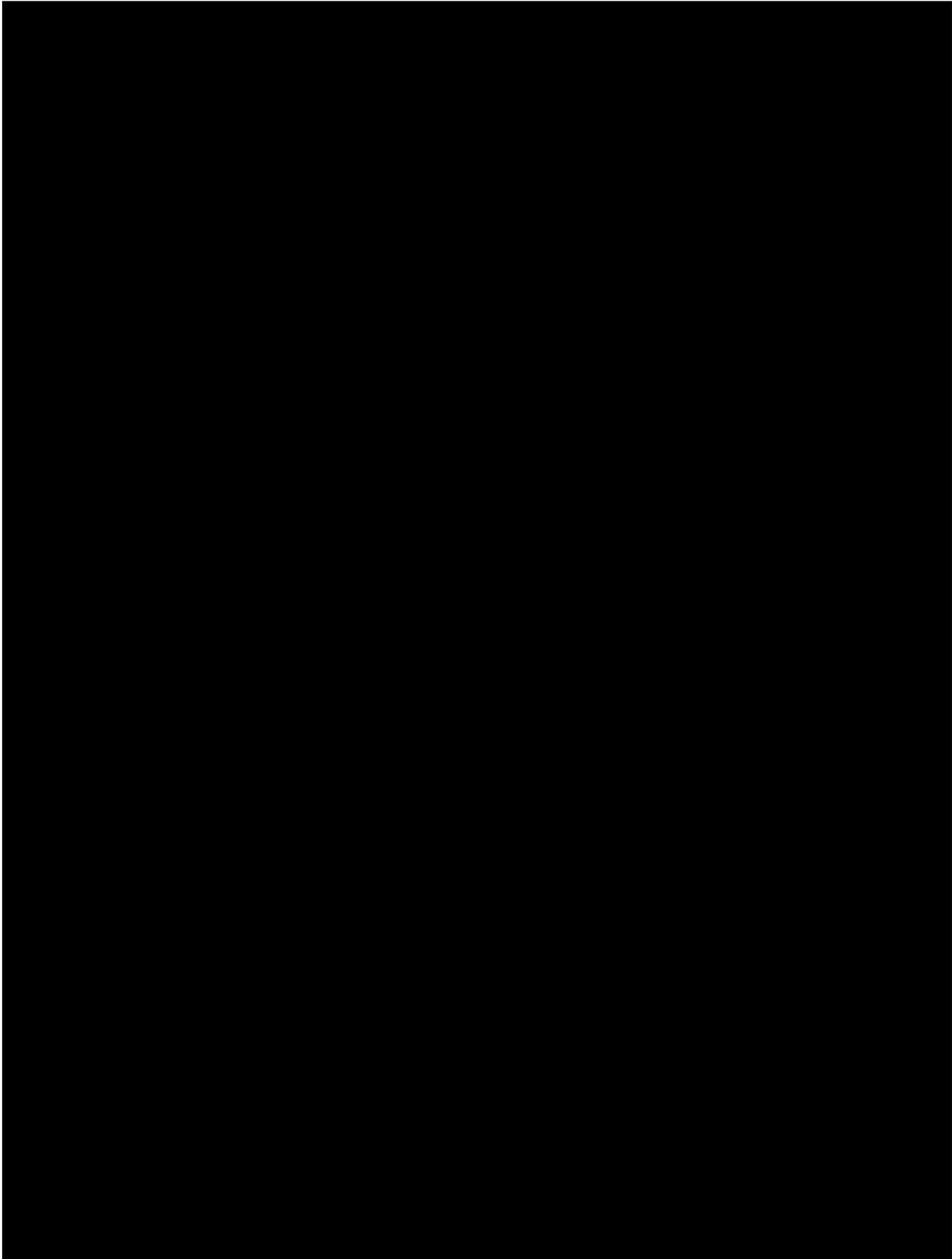


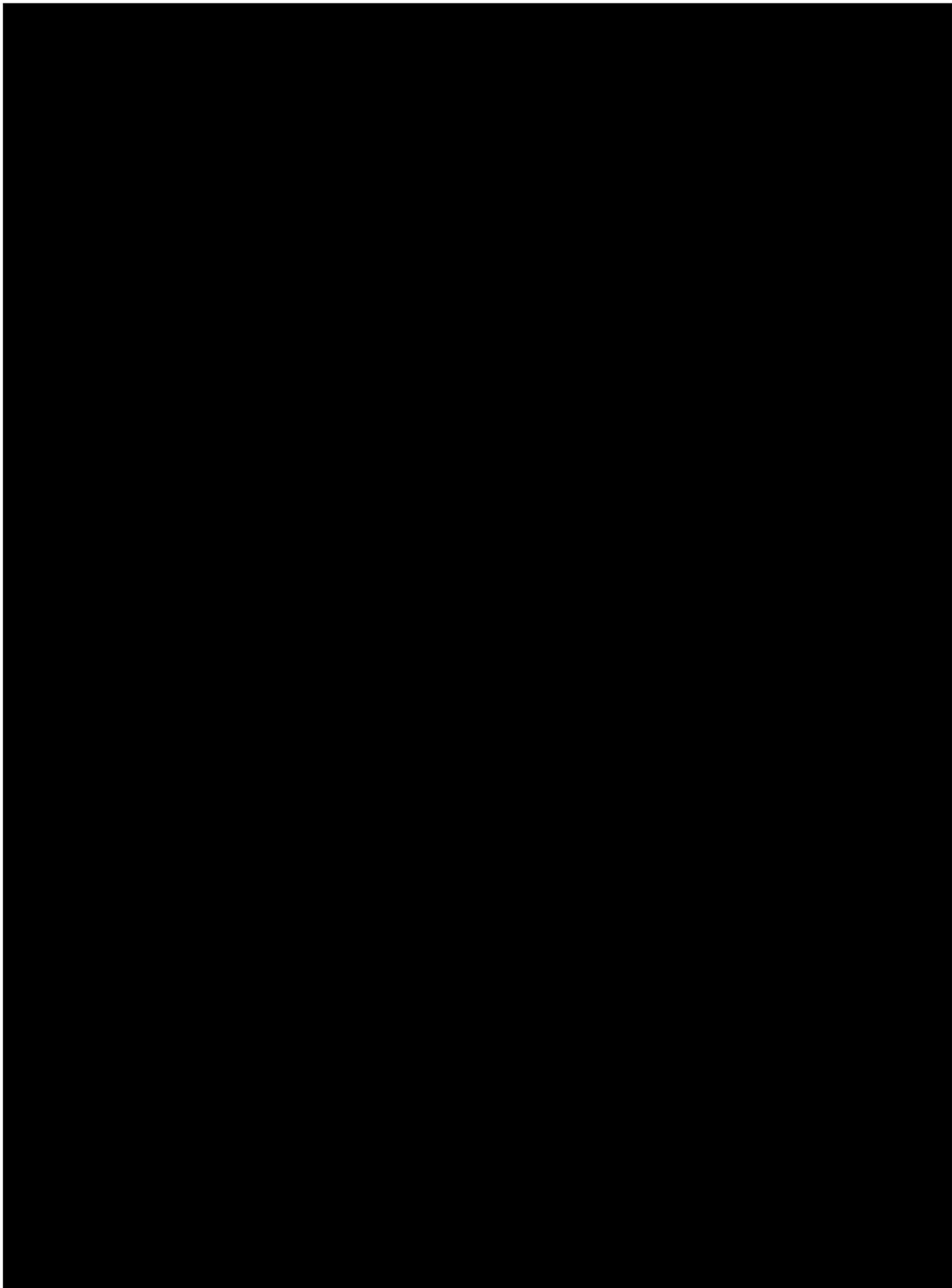


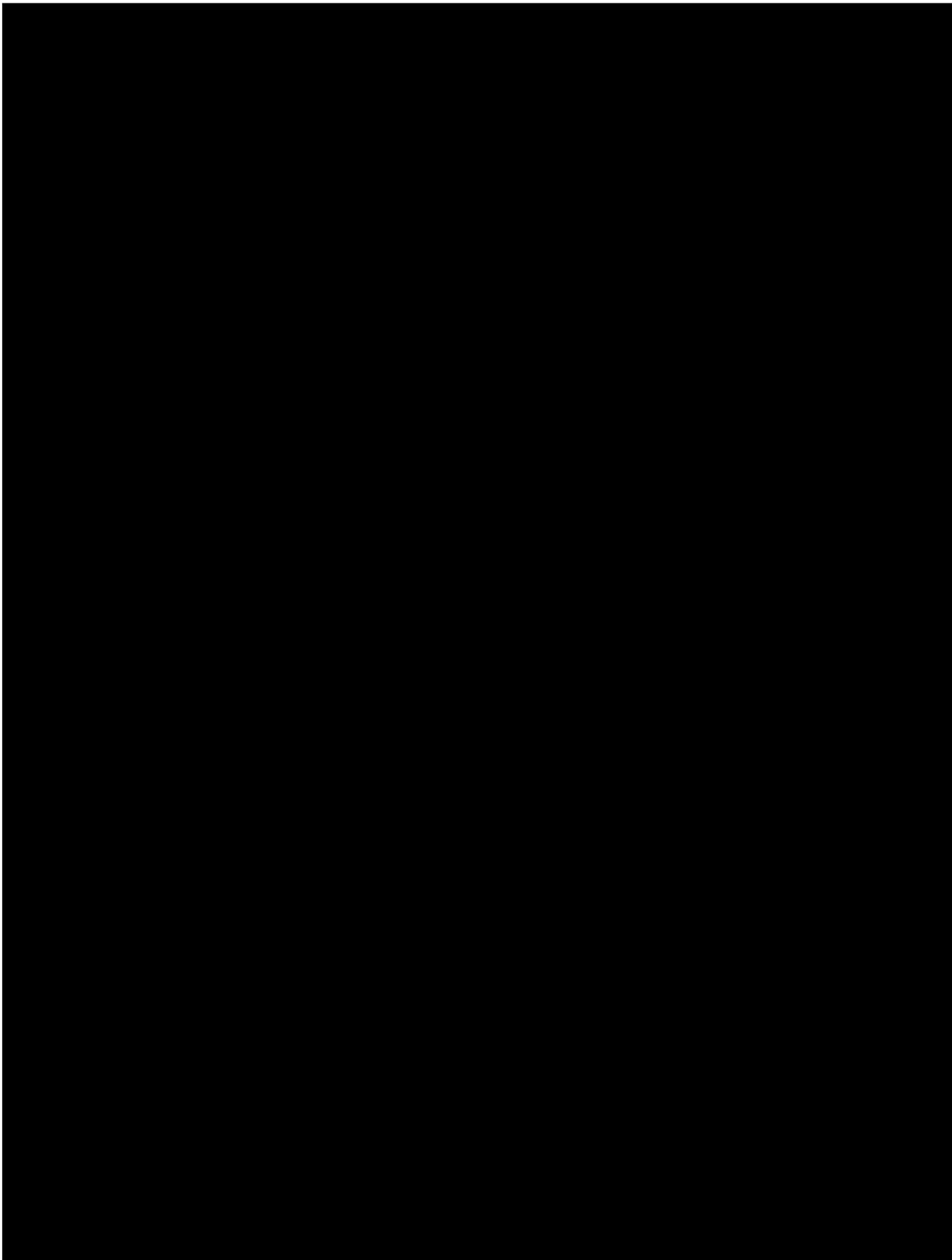


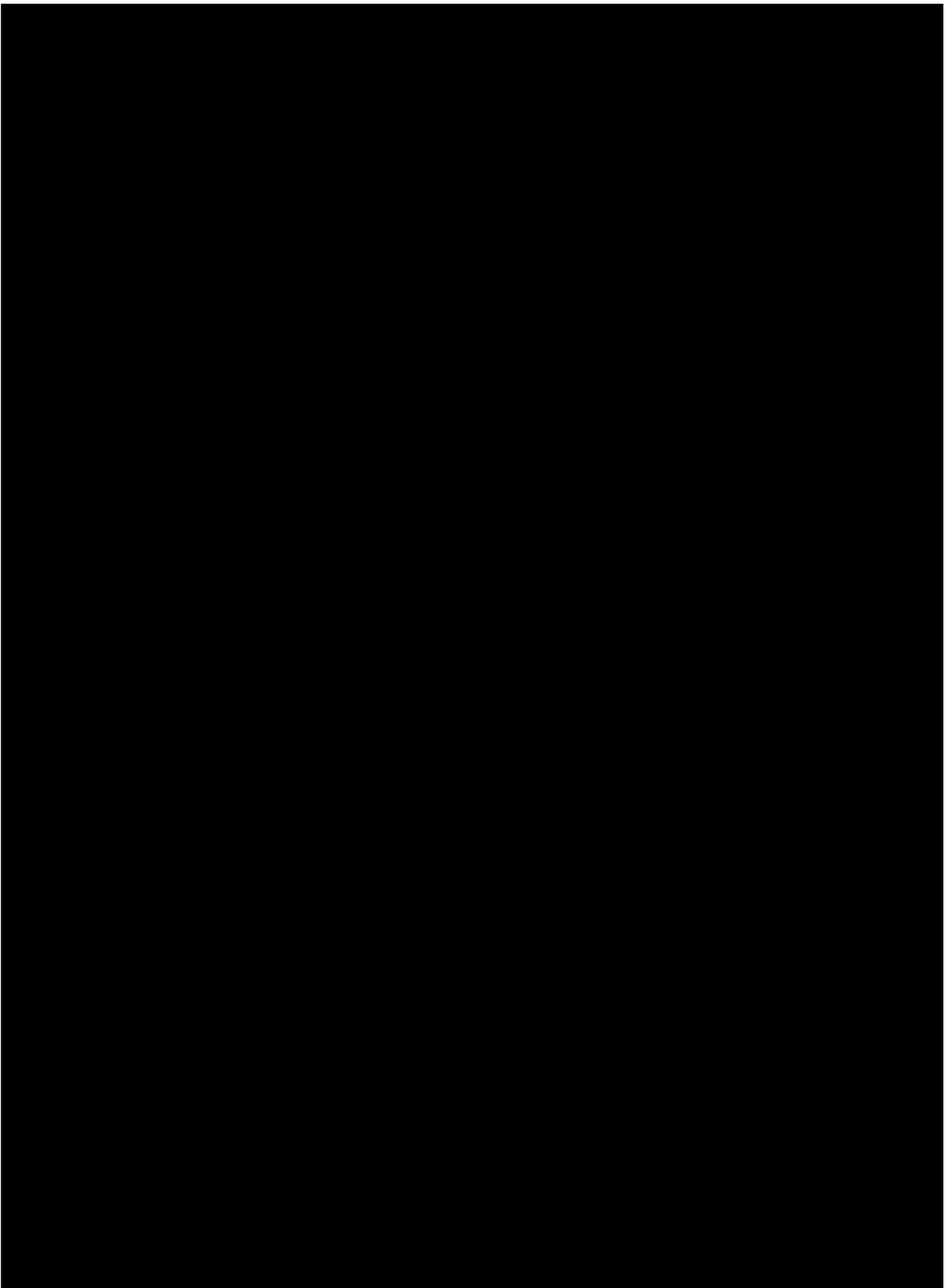


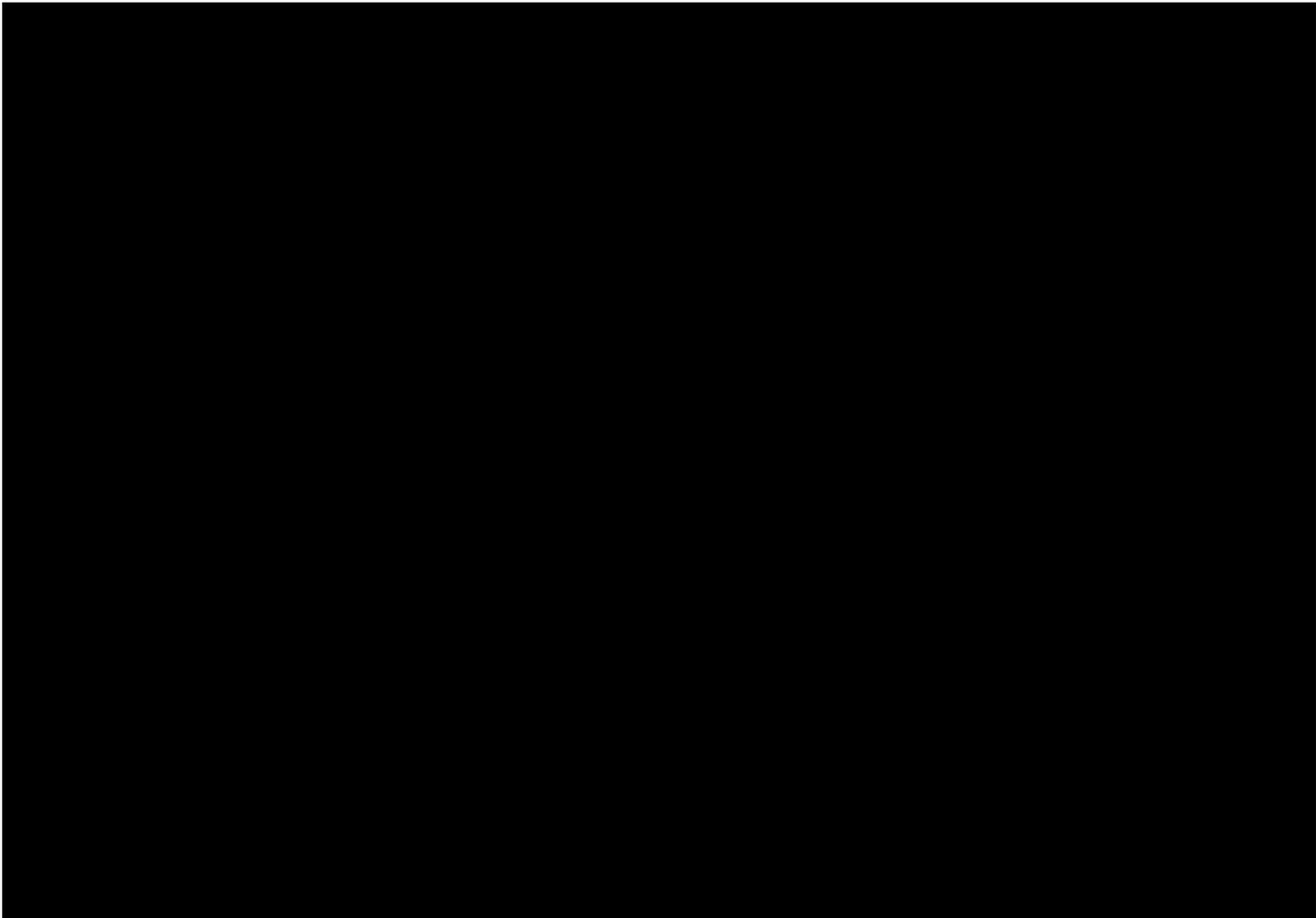


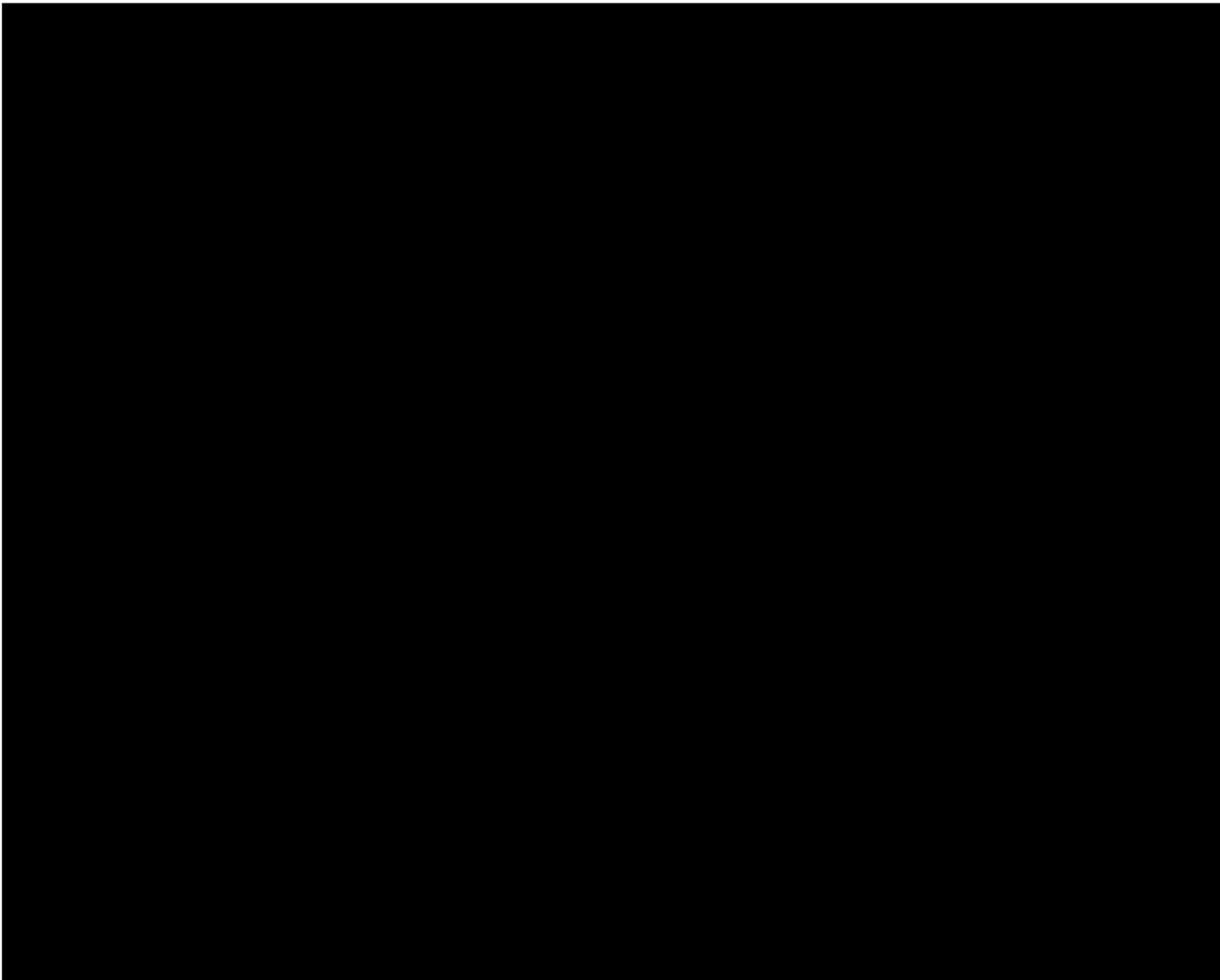


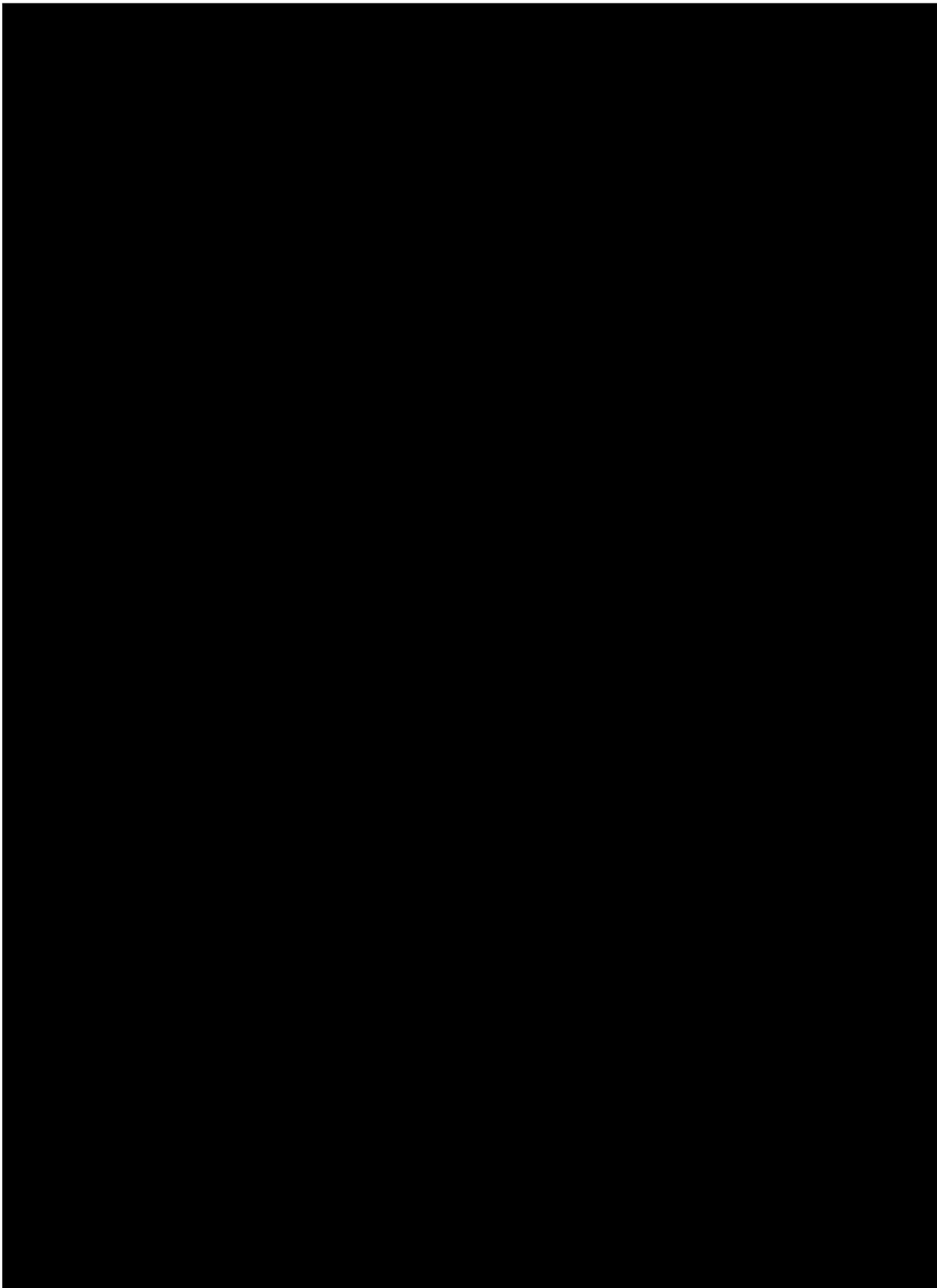


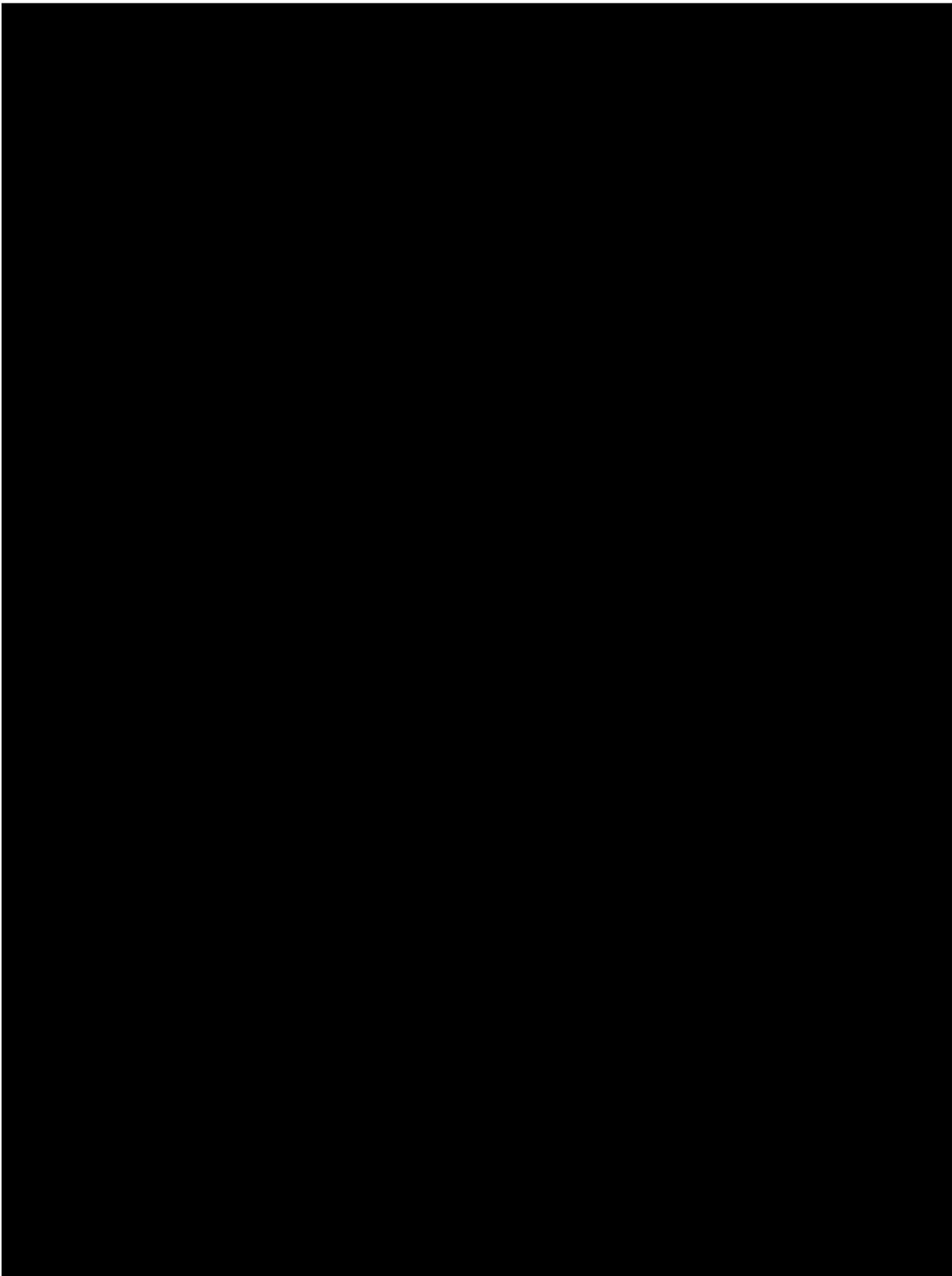


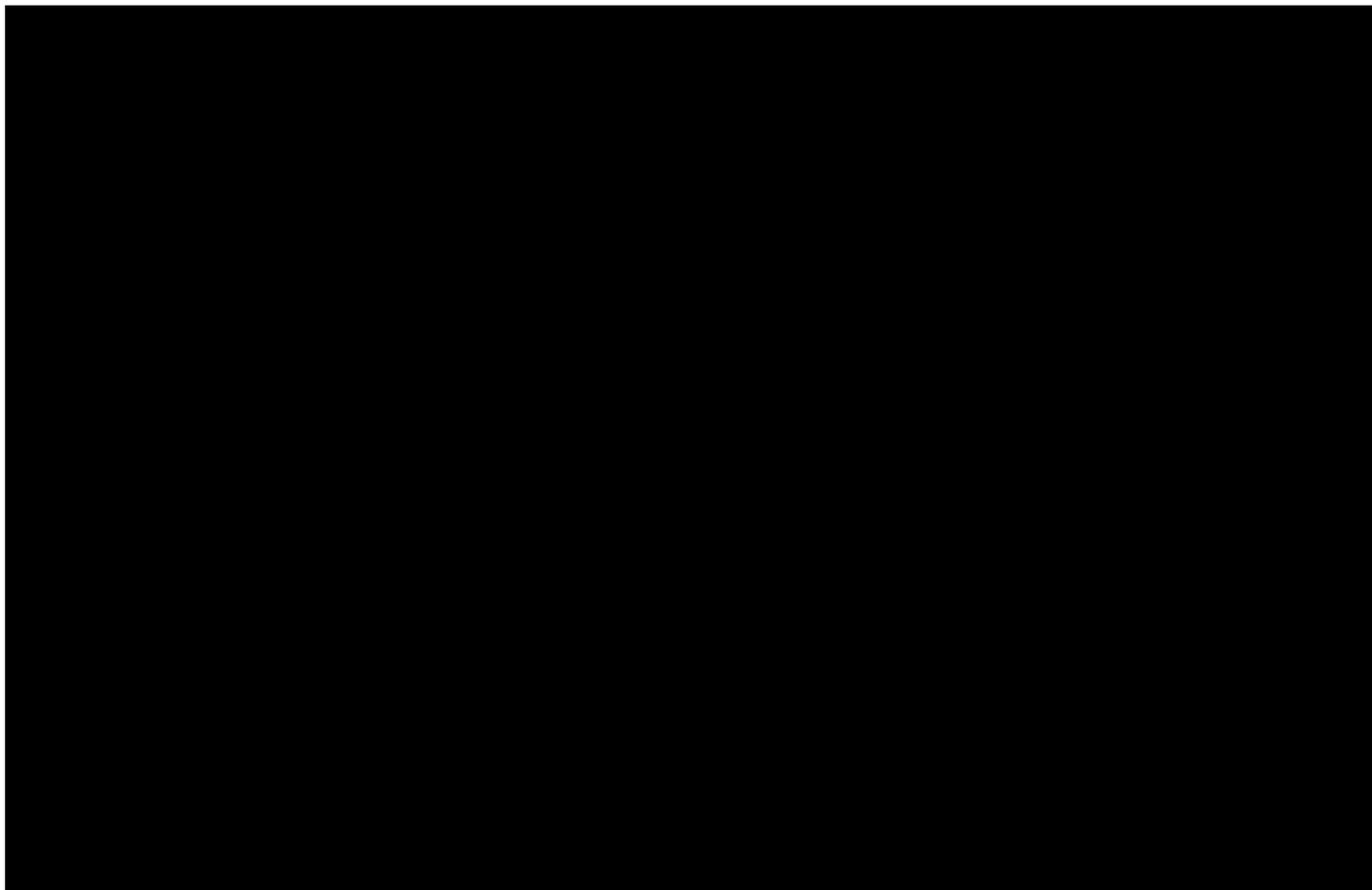


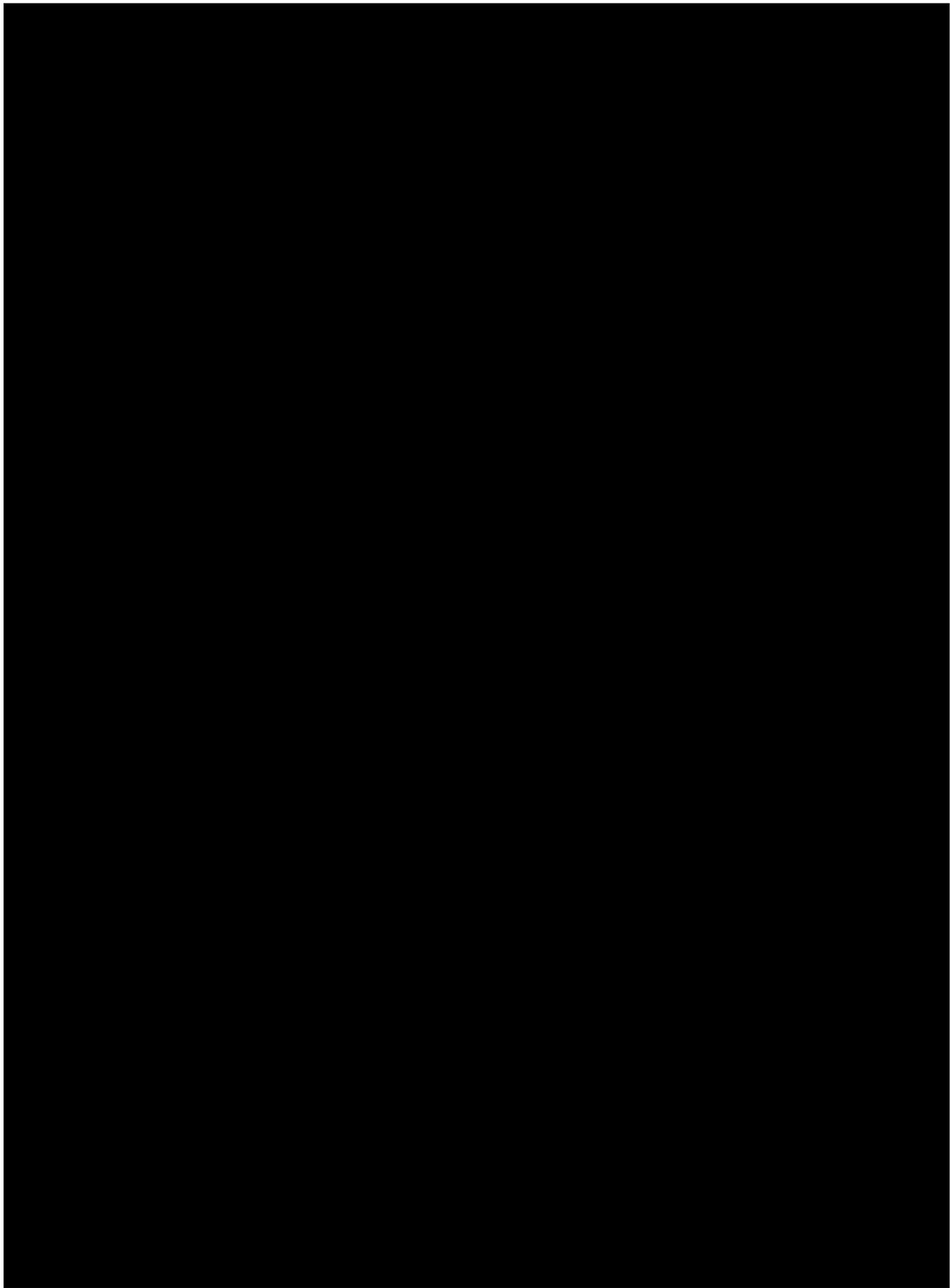


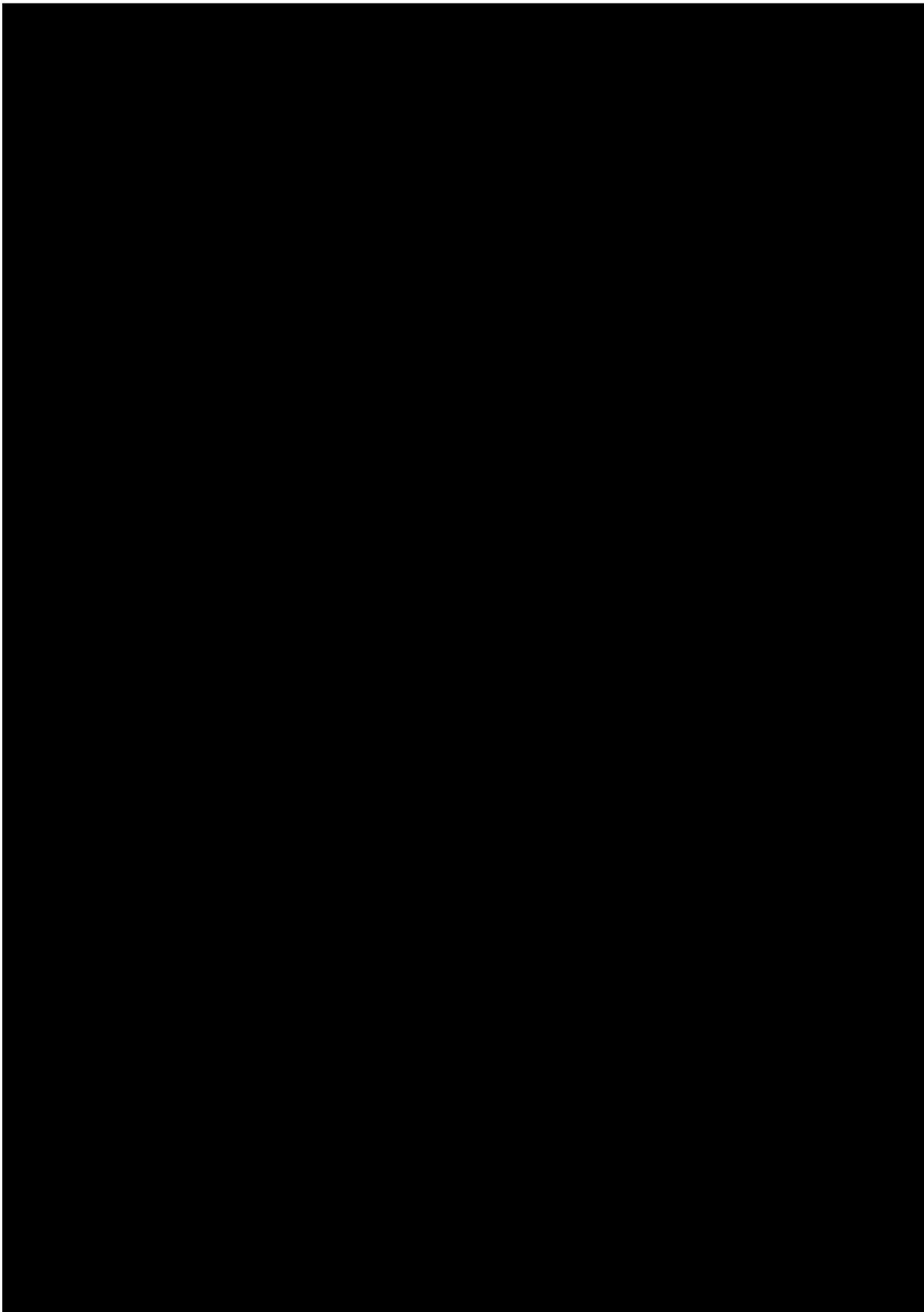


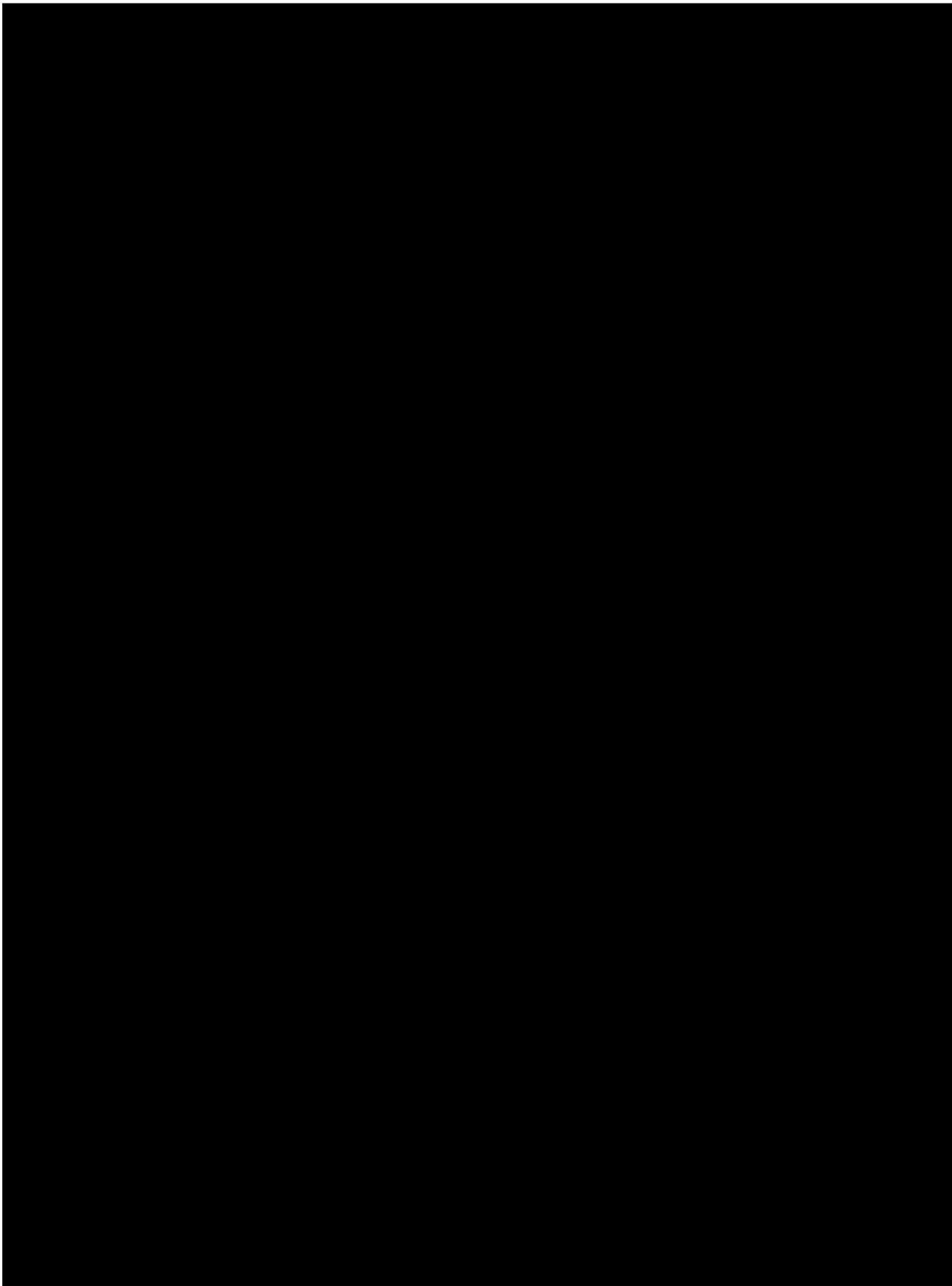


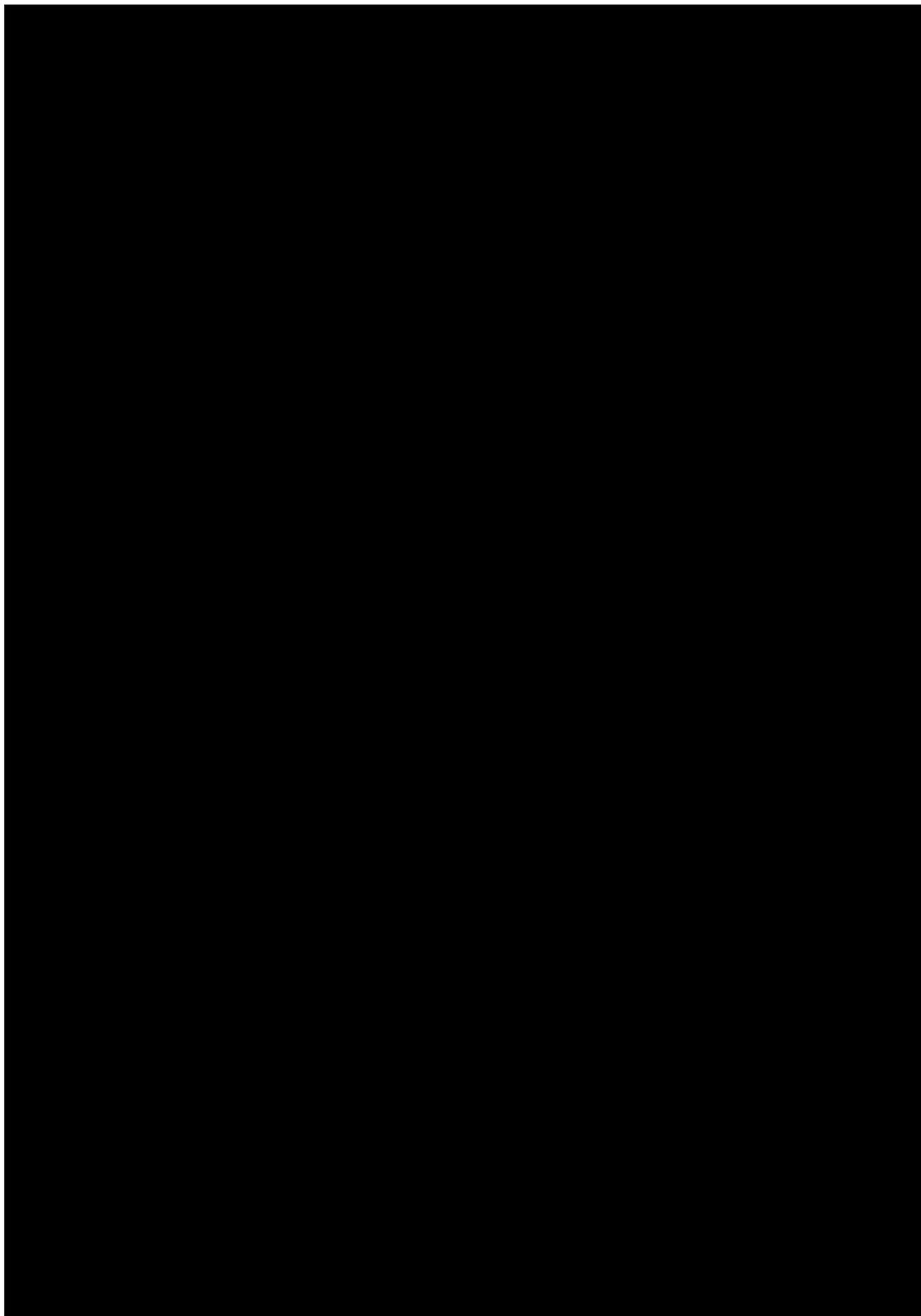


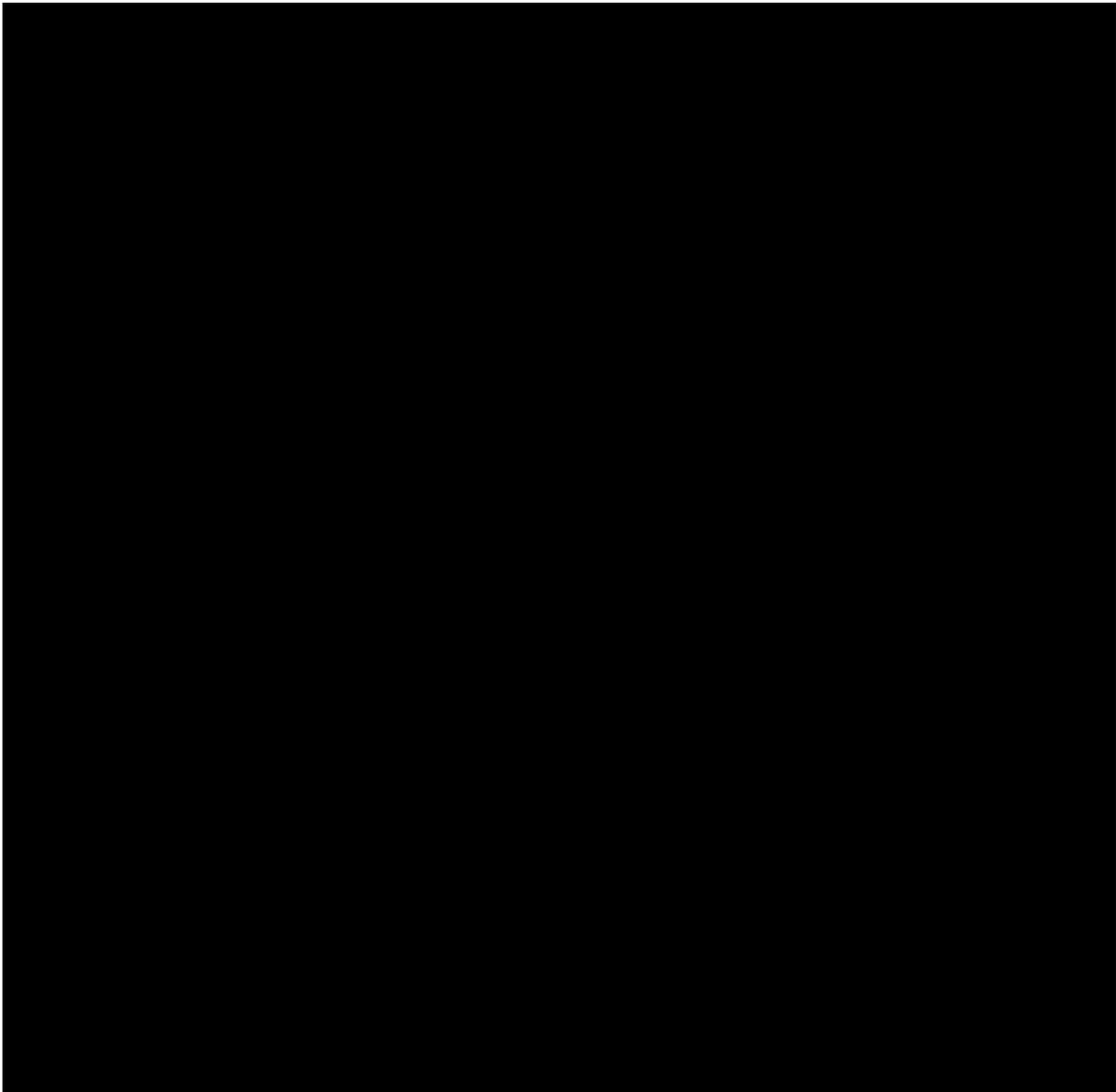


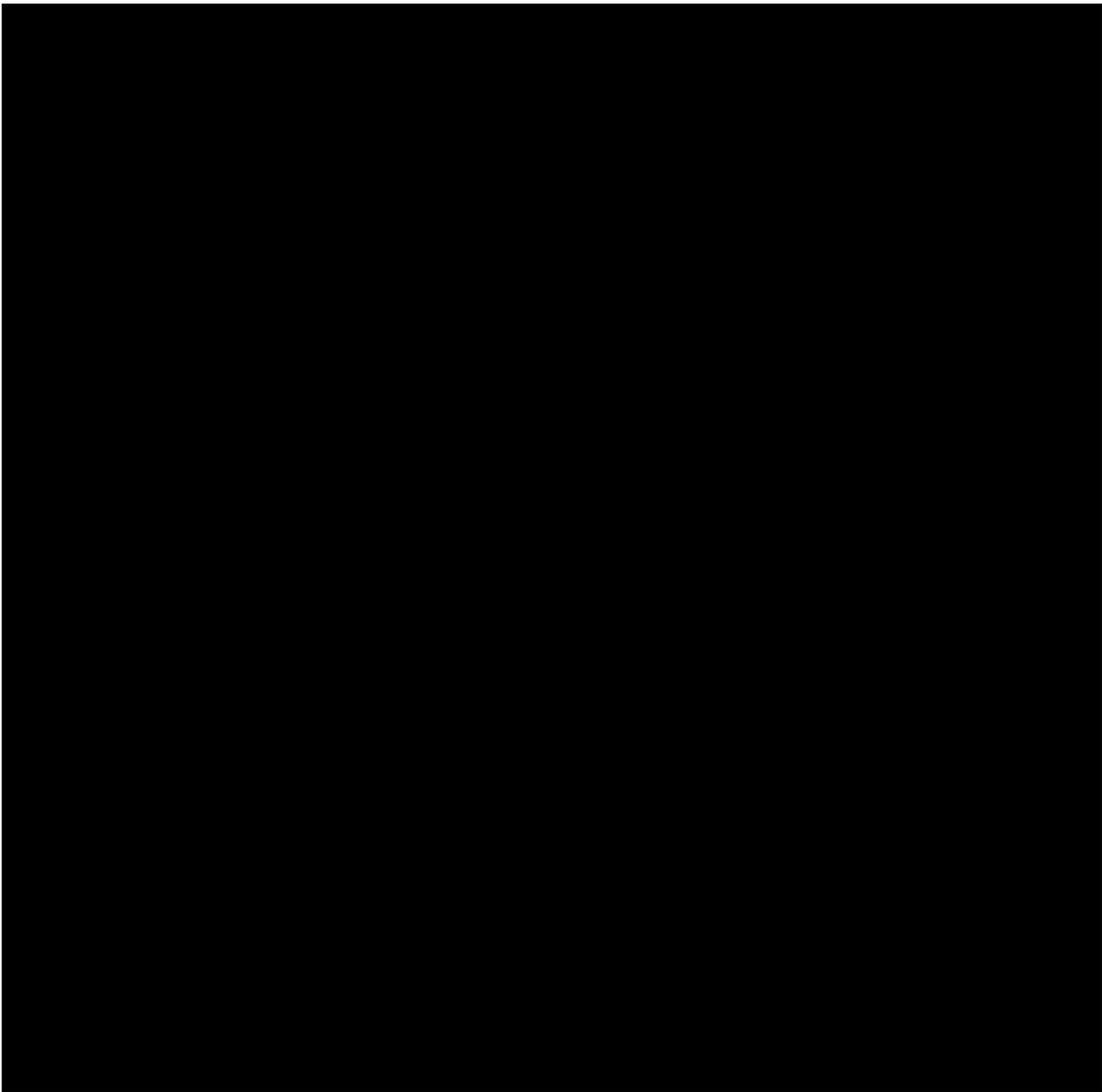


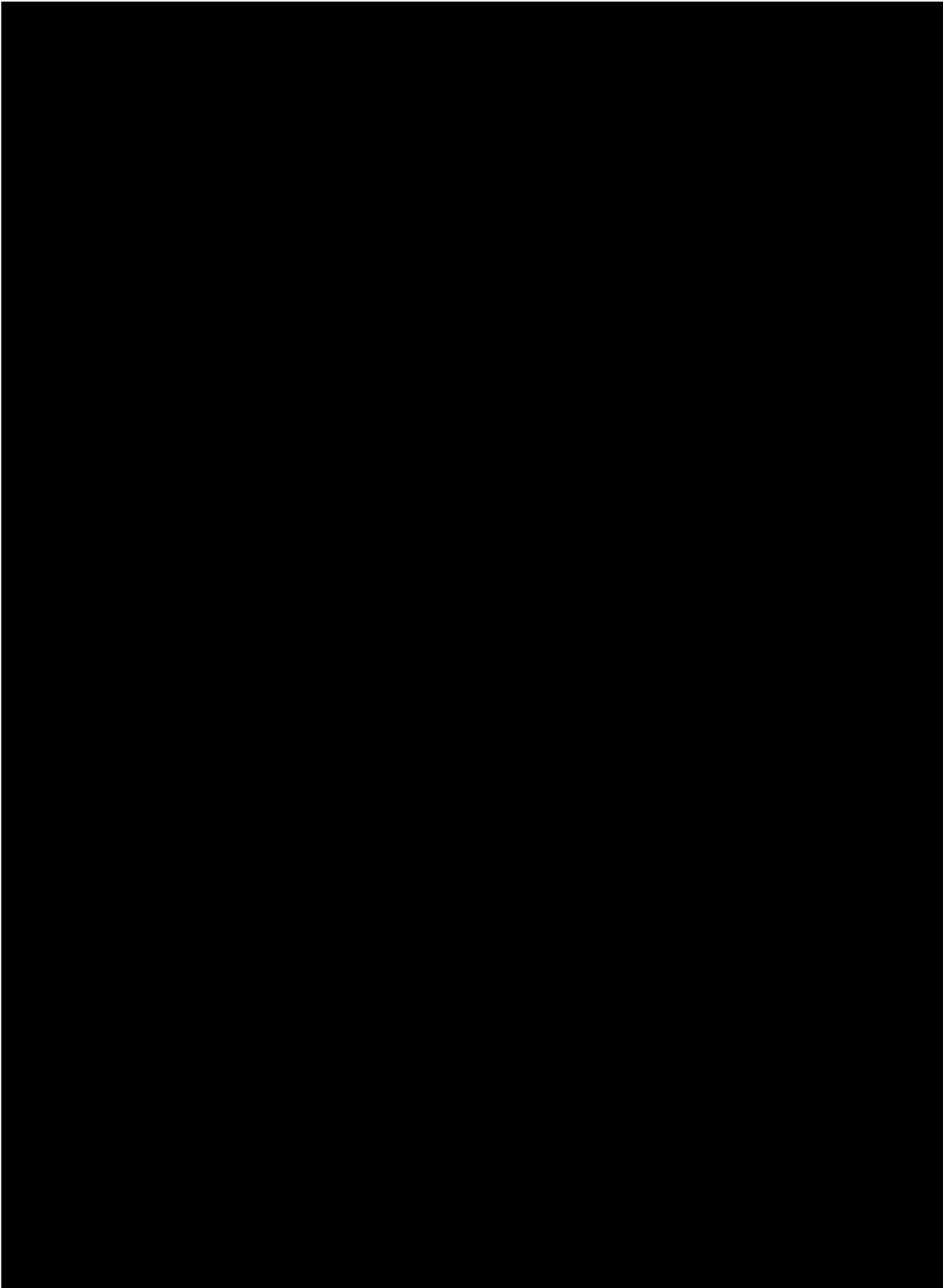


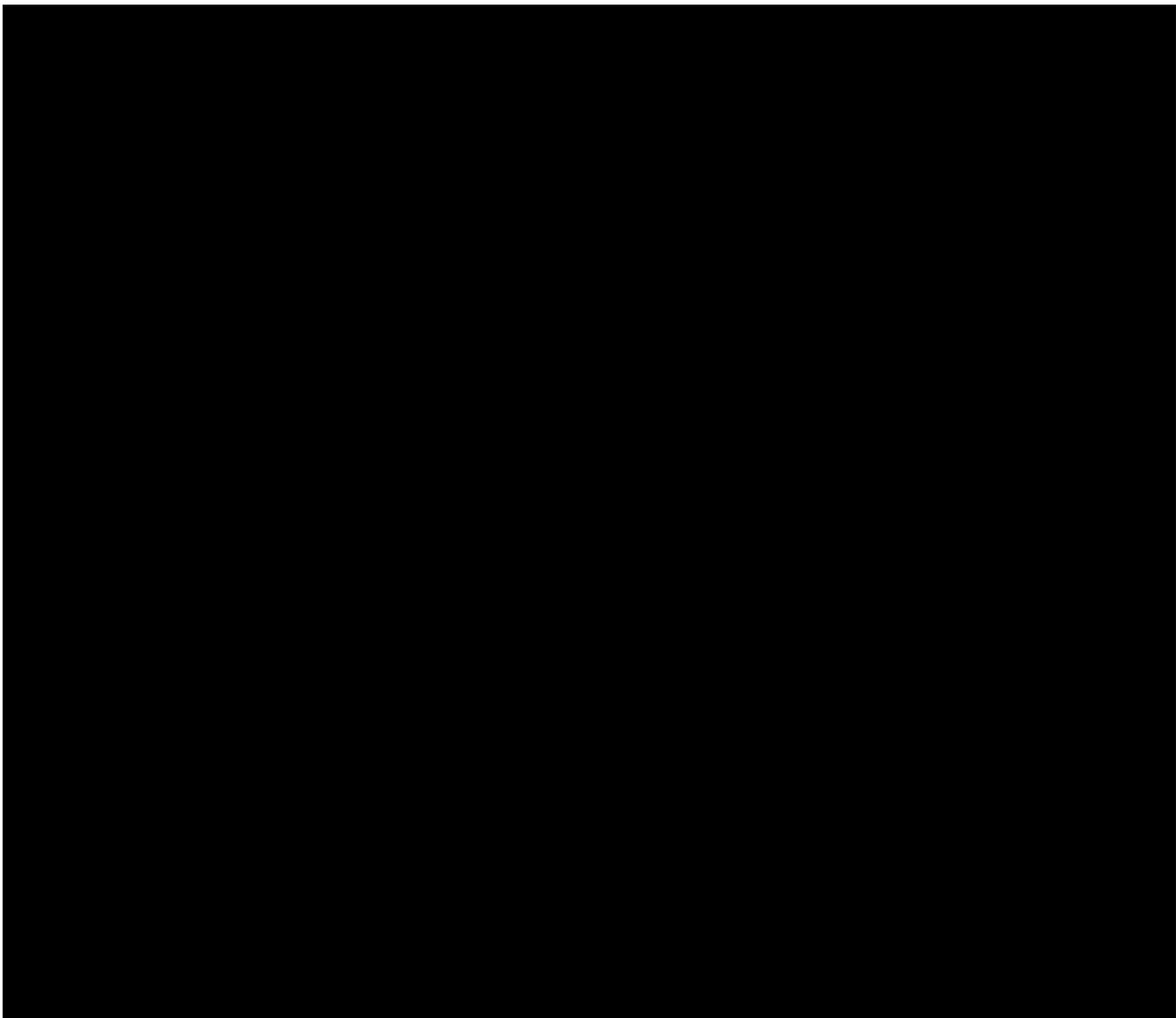












Attachment C

Forecasting and Ordering Procedures

On or before the fifth (5th) Business Day of each calendar month, Customer shall meet with and provide [REDACTED] with a written forecast of its anticipated weekly [REDACTED] Equipment delivery requirements for the then current calendar month and the following eleven (11) calendar months (each a “**Forecast**” covering a total twelve (12) month period). Each Forecast shall be provided by Customer in a format consistent with the template presented in Attachment C-1.

Unless otherwise agreed to by the Parties in writing, on a case by case basis, Customer’s anticipated weekly Electric Meter and Gas Meter requirements for the first four (4) calendar months of each Forecast (each a “**Firm Meter Forecast**”), Customer’s anticipated weekly Gas Module, Gen5 Riva Smart NIC, and Standard Gen5 NICs requirements for the first five (5) calendar months of each Forecast (each a “**Firm Module Forecast**”), and Customer’s anticipated weekly Network Device requirements for the first five (5) calendar months of each Forecast (each a “**Firm Network Device Forecast**”) may collectively be referred to herein as be a “Firm Forecast”. Each Firm Forecast shall be a binding commitment on Customer to order and schedule deliveries of [REDACTED] Equipment in accordance with the Firm Forecast. Moreover, the requirements and corresponding delivery schedule of a Forecast (including the Firm Forecast portion of a Forecast) may not be adjusted by Customer in a subsequent Forecast, except as otherwise provided in the following table and provisions below:

Permitted Increase/Decrease of Equipment Forecasted in Prior Month’s Forecast	
Month One	+/- 0% of [REDACTED] Equipment forecasted in month two of the prior month’s Forecast
Month Two	+/- 0% of [REDACTED] Equipment forecasted in month three of the prior month’s Forecast
Month Three	+/- 0% of [REDACTED] Equipment forecasted in month four of the prior month’s Forecast
Month Four	+/- 0% of [REDACTED] Equipment forecasted in month five of the prior month's Forecast
Month Five	+/- 25% of Electric Meters, +/- 25% of Gas Meters, and +/-0% of other [REDACTED] Equipment, forecasted in month six of prior month's Forecast

Month Six	+/- 50% of Electric Meters, +/- 50% of Gas Meters, +/-25% of Gas Modules, +/-25% of Gen5 Riva Smart NICs, +/-25% Standard Gen5 NICs, and +/-25% of Network Devices, forecasted in month seven of prior month's Forecast
Month Seven	+/- 75% of Electric Meters, +/- 75% of Gas Meters, +/-50% of Gas Modules, +/-50% of Gen5 Riva Smart NICs, +/-50% Standard Gen5 NICs, and +/-50% of Network Devices, forecasted in month eight of prior month's Forecast
Month Eight	+/- 75% of Electric Meters, +/- 75% of Gas Meters, +/-75% of Gas Modules, +/-75% of Gen5 Riva Smart NICs, +/-75% Standard Gen5 NICs, and +/-75% of Network Devices, forecasted in month nine of the prior month's Forecast
Month Nine	+/- 100% of Electric Meters, +/- 100% of Gas Meters, +/-75% of Gas Modules, +/-75% of Gen5 Riva Smart NICs, +/-75% Standard Gen5 NICs, and +/-75% of Network Devices, forecasted in month ten of the prior month's Forecast
Month Ten	+/- 100% of █████ Equipment forecasted in month eleven of the prior month's Forecast
Month Eleven	+/- 100% of █████ Equipment forecasted in month twelve of the prior month's Forecast
Month Twelve	Unlimited

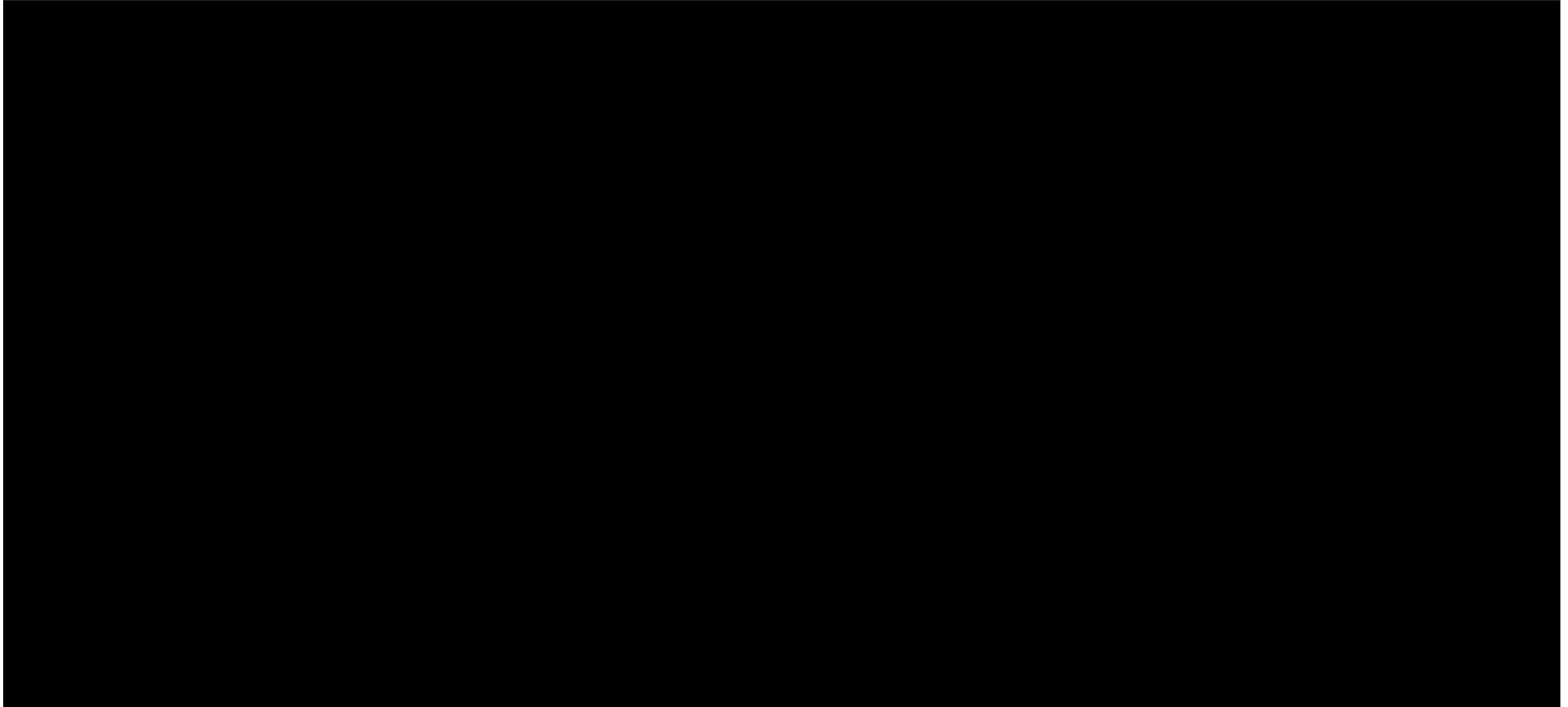
With each Forecast, Customer shall issue a Purchase Order (or Purchase Orders) to █████ no later than the tenth (10th) Business Day of each calendar month. The Purchase Order(s) will be for that portion of the Firm Forecast to be delivered during the period of the Firm Forecast which was not included within any previous Purchase Order. In no event shall any portion of the Forecast, other than the Firm Forecast, be construed as a binding commitment to order or purchase Equipment from █████ Customer's right to assert any breach or damages against █████ relating to late deliveries of █████ Equipment is contingent upon Customer's compliance with the forecasting and ordering procedures set forth above with respect to the applicable █████ Equipment.

Attachment C-1

Forecast Template

Attachment C-1

Forecast Template – Sample form for Metering Equipment



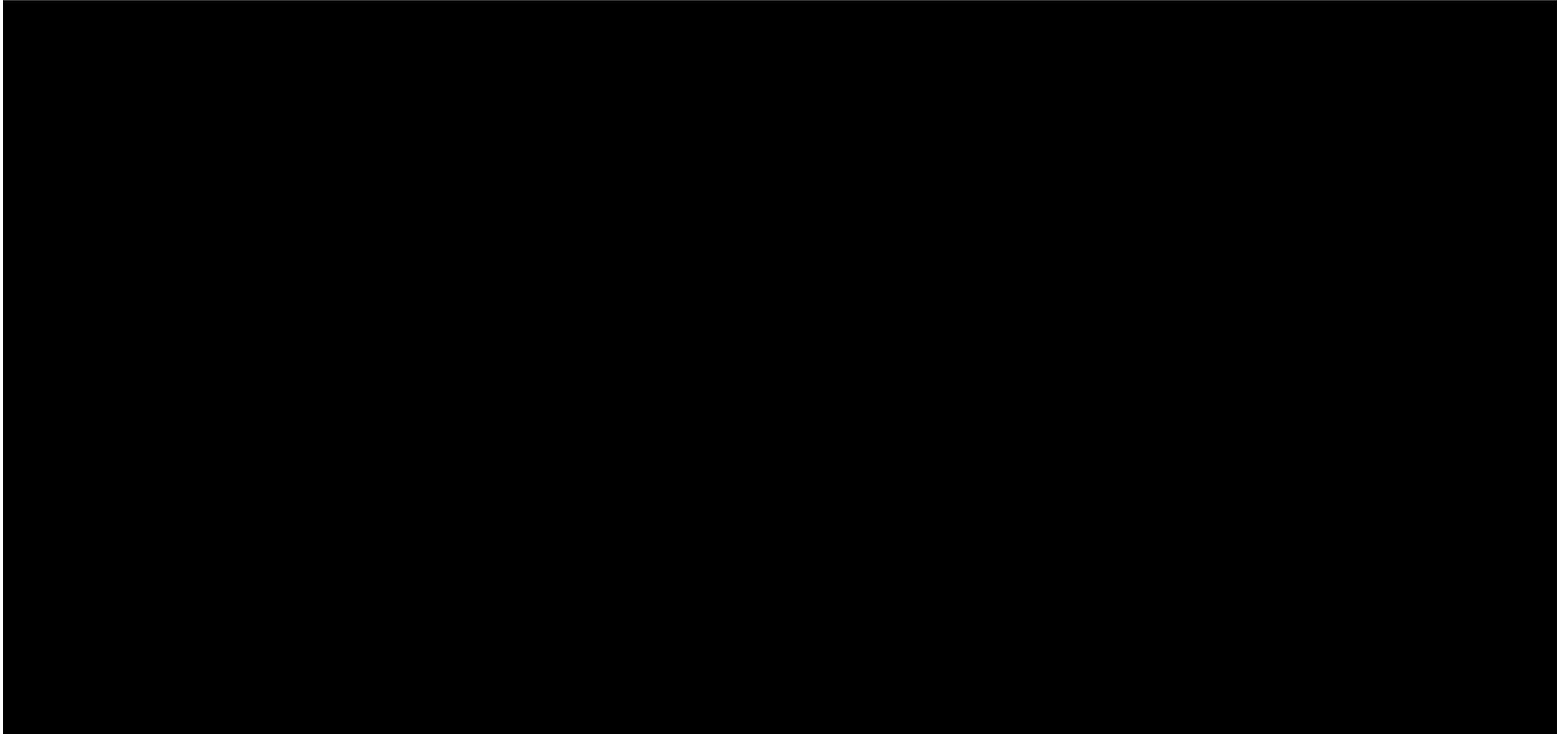
Attachment C-1

p. 2 of 3



Attachment C-1

Forecast Template – Sample form for Network Equipment



Attachment D

DI Application Specifications

Attachment D-1

Location Awareness Specification

The Location Awareness Distributed Intelligence (DI) app determines the electrical connectivity of each meter within the distribution grid. The electrical connectivity derived by the Location Awareness app includes the meter to transformer connectivity, transformer to phase connectivity, and transformer to feeder connectivity.

Accurate electrical connectivity information for electric meters enables the use of AMI meters as sensing and monitoring points for multiple grid operations and planning use cases. Historical lack of accurate meter electrical connectivity has inhibited use of AMI technologies for these purposes in the past.

Meter to transformer connectivity is derived using the Power Line Carrier (PLC) capabilities standard on the Gen 5 Riva meter, whereby meters can electrically sense the presence of other meters on the same distribution transformer. This process is continuous and accurate to greater than 95%.

Transformer to phase connectivity is derived using a combination of the relative phase angle evaluation based on zero crossing that is inherent in the PLC network protocols and voltage signature analysis aggregated to the transformer level from the individual meters on the transformer, using peer to peer (P2P) communications among meters. The logic for determining phase connectivity is distributed between the DI agents on the meters and logic in the App Platform. Phase connectivity for meters and transformers is derived as one of:

- A
- B
- C
- AB
- BC
- CA
- ABC

These are relative relationships. That is, one phase is chosen as “A” and all others are indicated relative to that. If the absolute phase of one meter on each feeder is identified by the utility and provided to the Location Awareness app, then phase indication for meters and transformers will be absolute phase. This process is continuous accurate to greater than 90%.

Transformer to feeder connectivity is derived from voltage signature analysis using the same aggregated transformer voltage signature described for phase determination above and similarly uses a combination of logic distributed between DI agents on the meter and is continuous and accurate to greater than 90%.

Location Awareness connectivity results can be exported from the App platform for update of GIS and other utility systems. Exports can be in ESRI or generic flat file format and can be configured to include full connectivity or only changes since last export. Connectivity information included in the export is meter to transformer, meter/transformer to phase, transformer to feeder. To include utility specific IDs for transformer and feeder, rather than application generated unique IDs, transformer IDs and feeder IDs must be imported into the App Platform from GIS or another utility source. Location Awareness agent information is collected from the meters as part of the meter reading process and exports to utility systems can occur as often as Location Awareness information is collected. This would typically be a daily process, but can be more frequent.

Location Awareness accuracy levels apply in areas where full saturation of Location Awareness enabled meters exists. Accuracy at all levels of the hierarchy will be continually improved beyond the stated performance in updated app versions as we gain more field experience and insight.

Attachment D-2

HAN Enablement Specification

Following is the specification for the HAN Enablement Distributed Intelligence (DI) app:

Two-step customer device registration. [REDACTED] will provide a back-office API via the [REDACTED] software component, HCM, that will allow a Customer-provided (i.e., Avangrid-provided) mobile app and back-office applications to establish and revoke Wi-Fi connectivity between a meter and a customer-supplied (i.e., end customer or ratepayer) Wi-Fi router acting as an AP. Once the transport layer is in place, the Customer mobile app running as an IEEE 2030.5 client will be able to self-discover the [REDACTED] IEEE 2030.5 meter server running on the meter.

Provide kW and kWh data to customer devices in a secure manner. [REDACTED] will provide via the HAN DI 2030.5-2018 Meter Read Application kW and kWh data in a manner compliant with the IEEE 2030.5-2018 standard. At a minimum, this will consist of kW and kWh data as follows:

- kW will be the IEEE 2030.5 Metering Function Set Attribute **Instantaneous Demand** which represents the Instantaneous Watts Aggregate measured by the meter. This value is updated once per second. The latency may not exceed 0.5s from close of the 1 second interval.
- kWh will be the IEEE 2030.5 Metering Function Set Attributes **Current Summation Delivered** and **Current Summation Received**. These kWh values represent the cumulative kWh delivered and cumulative kWh received values computed by the meter register and commonly shown on the meter display. Cumulative kWh values are updated in the 2030.5 agent every 5 seconds. The latency may not exceed 0.5s from close of the 5 second interval. As cumulative values, previous values must be subtracted from current values to compute kWh consumed between values.

SCHEDULE C**Terms and Conditions****Table of Contents**

ARTICLE 1 – RELATIONSHIP TO AGREEMENT.....	3
ARTICLE 2 - CONTRACT PRICE.....	3
ARTICLE 3 – SERVICES REIMBURSABLE ITEMS.....	4
ARTICLE 4 – PAYMENTS.....	5
ARTICLE 5 – TAXES.....	6
ARTICLE 6 – CHANGES.....	7
ARTICLE 7 - CLAIMS/DISPUTES.....	7
ARTICLE 8 – AUDIT.....	8
ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES; NON WAIVER.....	8
ARTICLE 10 - NON WAIVER OF RIGHTS.....	8
ARTICLE 11 - SET-OFF.....	9
ARTICLE 12 - CONFLICTING DOCUMENTS.....	9
ARTICLE 13 - INDEPENDENT SUPPLIER.....	9
ARTICLE 14 – SUBCONTRACTS.....	9
ARTICLE 15 - THIRD PARTY BENEFITS.....	10
ARTICLE 16 - SAFETY.....	10
ARTICLE 17 - ACCIDENT, SECURITY AND LOSS PREVENTION.....	10
ARTICLE 18 – INSURANCE.....	11
ARTICLE 19 – INDEMNIFICATION.....	11
ARTICLE 20 – WARRANTY.....	13
ARTICLE 21 - APPROVAL/ACCEPTANCE.....	13
ARTICLE 22 - FORCE MAJEURE.....	14
ARTICLE 23 - TITLE AND LIENS.....	15
ARTICLE 24 - PROGRESS AND COMPLETION OF SERVICES.....	16
ARTICLE 25 – EMERGENCIES.....	17
ARTICLE 26 - WORK STOPPAGE.....	17
ARTICLE 27 – TERMINATION.....	17
ARTICLE 28 –SURVIVAL.....	17
ARTICLE 29 - REMOVAL OF EQUIPMENT.....	18
ARTICLE 30 - FINAL PAYMENT.....	18
ARTICLE 31 – [Not Used].....	18

ARTICLE 32 – SEVERABILITY.....18
ARTICLE 33 - NON WAIVER OF RIGHTS.....18
ARTICLE 34 - OWNERSHIP OF PLANS.....18
ARTICLE 35 - KEY PERSONNEL.....18
ARTICLE 36 - PUBLIC RELEASE OF INFORMATION.....18
ARTICLE 37 – WAIVER OF CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY.....19
ARTICLE 38 – CONFIDENTIALITY.....19
ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.....20
ARTICLE 40 - SURETY BOND.....21
ARTICLE 41 - GOVERNING LAWS.....21
ARTICLE 42 - PERFORMANCE MONITORING.....21
ARTICLE 43 - CONTINUOUS IMPROVEMENT.....21
ARTICLE 44 - NO DISPUTE.....22
ARTICLE 45 - SECURITY REQUIREMENTS.....22
ARTICLE 46 - EMPLOYEE SOLICITATION.....22
ARTICLE 47 – ETHICS.....22
ARTICLE 48 – UTILIZATION OF SMALL BUSINESS CONCERNS.....22
ARTICLE 49 – SMALL BUSINESS SUBCONTRACTING PLAN.....23
ARTICLE 50 - GRATUITIES PROHIBITED.....23
ARTICLE 51 – INTELLECTUAL PROPERTY.....23

ARTICLE 1 – RELATIONSHIP TO AGREEMENT

- A. Pursuant to that certain Master Products and Services Procurement Agreement (the “**Agreement**”) between Avangrid Service Company (hereinafter, “**Customer**”) and [REDACTED] Inc. (hereinafter, “**Supplier**”), Customer engages the Supplier, and the Supplier hereby agrees to provide the Products and Services.
- B. The initial Products and Services shall be as described in *Schedule B* of the Agreement; as such Schedule may be amended, modified or supplemented in accordance with Section 5.4 (“Entire Agreement: Amendment”) of the main body Agreement. Customer may engage Supplier to provide additional Products and Services described in additional Order Documents and Statements of Work.
- C. The provision of the Products and Services shall be governed by the order of precedence set forth in Section 2.3 (“Order of Precedence”) of the main body of the Agreement.
- D. Fees, taxes and expenses for all Products and Services shall be invoiced in accordance with the invoicing terms included in *Schedule E*, attached hereto and made a part hereof, unless otherwise agreed to in writing by the Parties in the applicable Order Document or Statement of Work.
- E. Supplier further agrees to do the following:
- (i) 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.
 - (ii) The Parties have read, understand and shall comply with *Schedule E*, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.
 - (iii) Upon execution (for purposes hereof execution means when Supplier has begun to provide Products and Services pursuant to the Purchase Order) of a Purchase Order:
 - 1) Supplier has examined all available records pertaining to the work; and
 - 2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved, as represented by the Customer. The Customer assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement.

ARTICLE 2 - CONTRACT PRICE

The Contract Price for the Products and Services shall be set forth in the applicable Order Document or Statement of Work and shall be considered fixed for the applicable term or period of performance set forth in Order Document or Statement

of Work, unless stated otherwise on the Order Document or Statement of Work.

ARTICLE 3 – PROFESSIONAL SERVICES INVOICING AND EXPENSES

- A.** The Supplier shall invoice Customer for Professional Services performed under this Agreement, and related expenses, as follows:
- (i) Supplier will invoice Customer for Professional Services as set forth in the applicable Statement of Work. Supplier shall be paid at the rates per hour specified in the Statement of Work for time spent in the actual performance of Professional Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both Parties for all or part of the work, the criteria of which would take precedence as referenced therein. Unless otherwise provided in the applicable Statement of Work, Supplier will invoice Customer for Professional Services at the end of the month in which they are performed and for expenses as incurred.
 - (ii) Unless otherwise expressly agreed upon under a Statement of Work, time spent in Normal Commuting is not a billable expense. The term **“Normal Commuting”** means, with respect to Supplier’s personnel, the first trip from Supplier’s Base to any Work Location in a given day and the last trip from any Work Location back to Supplier’s Base in a given day; provided, however, that trips in excess of 50 miles shall not be considered Normal Commuting. The term **“Work Location”** shall mean any location at which Professional Services are or are to be performed by the Supplier. The term **“Supplier’s Base”** shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier personnel will normally travel to Work Locations to perform Professional Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Professional Services for the Customer.
- B.** If expressly agreed to by the Parties in the applicable Statement of Work, Customer will not reimburse Supplier for additional travel-related expenses invoiced separately under a fixed bid project, and the Supplier must include all the expected travel-related expenses from the quoted project within the fixed bid proposal.
- C. Travel Expenses**
- (i) Customer will pay or reimburse Supplier for actual cost of travel-related expenses incurred in connection with the performance of Professional Services, including travel to and from Work Locations (not including Normal Commuting), and meals, as follows:
 - Customer will pay or reimburse Supplier for the actual cost of reasonable meals; and
 - Customer will not reimburse Supplier’s meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

- (ii) Supplier will use Supplier's travel agency to book the necessary travel arrangements (e.g., car rental, hotel, plane/train, etc.).
- (iii) The Supplier will be reimbursed actual cost of renting a car to travel to and from Work Locations. Supplier will also be reimbursed actual cost of all parking, highway, and/or bridge charges paid *en route*.

ARTICLE 4 - PAYMENTS

- A.** Customer shall make payments of any undisputed portions of an invoice by the 45th day after the date the invoice is received via email in accordance with subsection B below. Customer shall notify Supplier in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within twenty (20) days from the original invoice date. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Article 7 ("Claims/Disputes") below. If resolution results in the issuance of a corrected invoice, Customer shall make payment of any undisputed portions of the corrected invoice as soon as practical, but in no case later than ten (10) Business Days after the date the corrected invoice is received via email in accordance with subsection B below.
- B.** Supplier will issue invoices to Customer via email to an email address, which Customer shall designate.

Each invoice shall show the Purchase Order Number, payment terms and the job name and other information as applicable, which may be reasonably requested by Customer.

The following documentation must accompany each invoice for Products and Services, to the extent applicable:

- (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, rentals, contracts, and other items purchased or rented in connection with the Products and Services, for which Supplier is seeking reimbursement from Customer.

- (iii) Itemize expense account summary data for each individual performing Professional Services will be provided. The summary data 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 in accordance with Article 8 ("Audit") below. Supplier shall preserve all pertinent records supporting payment for Products and Services hereunder for a period of two (2) years after final payment for the Products and Services.

- (iv) For the initial invoice submitted by Supplier for the Products and Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in

such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

Supplier acknowledges that invoices which do not contain the above information (to the extent applicable) may cause payment delay.

C. Method of payment

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

Any change in the bank details of the Supplier must be duly notified to Customer, including the relevant supporting documentation. Otherwise, Customer will not be obligated to make payment to the new account and payment to the former account will constitute payment by Customer under the applicable invoice. In any case, Customer may withhold the corresponding payment, without incurring any type of liability, until the provider proves reasonable evidence of the ownership of the bank account. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the “**Obligations**”) unless such Obligations are disputed by Supplier, 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.

D. Communications

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement other than invoices, which shall be issued to Customer via email) shall be made in writing through the secure communication channel implemented for that purpose by Customer. If such secure communication channel is not available, such notifications, requests and other such communications by Supplier must be given to Customer in accordance with *Schedule F* to this Agreement.

ARTICLE 5 – TAXES

The Contract Price does not include any taxes, however designated, including value added, sales, use and withholding taxes, which are levied or based upon the fees or expenses invoiced under this Agreement. In accordance with applicable law, Supplier will collect from Customer and remit to the applicable taxing authority, and Customer shall pay, any taxes related to Products and Services provided pursuant to this Agreement (except for taxes based on Supplier’s net income), unless Customer provides an exemption certificate or direct pay permit acceptable to all relevant taxing authorities. To the extent Customer leases equipment from Supplier under this Agreement, Customer shall also pay for the tax costs actually incurred by Supplier in connection with ownership of the leased equipment, including personal property tax,

sales/use tax, and any other incremental tax costs that Supplier is charged. Applicable taxes, shall, to the extent practical, be billed as a separate item on the invoice. The Parties agree to fully cooperate with one another regarding taxes and any related issues arising from this Agreement. Customer shall indemnify and hold Supplier harmless from any tax liability assessed against Supplier but rightfully owed by Customer arising from or related to transactions set forth herein. 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 Supplier employees engaged in connection with the Products and 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. Where Supplier cannot recover such withheld taxes, Customer shall “gross up” the invoice values to ensure Supplier receives 100% of the amounts invoiced.

ARTICLE 6 – CHANGES

- A.** Changes to Professional Services shall be requested, managed, and agreed to in accordance with Section 10 (“Change Requests & Change Orders”) of *Schedule E-5* (Professional Service Addendum). To be effective, a change to Professional Services must be documented in a Change Order to the applicable Statement of Work. Absent such a Change Order, Supplier shall have no obligation to perform, and Customer shall have no obligation to pay for, changes to Professional Services.
- B.** Unless otherwise set forth in an Order Document, Customer may only change an accepted Purchase Order via a Supplement to the applicable Purchase Order. To be effective, a Customer-requested change to a Purchase Order must be approved by Supplier and documented in a Supplement to the applicable Purchase Order. Absent such a Supplement, Supplier shall have no obligation to change any Purchase Order.
- C.** Changes to the terms and conditions of this Agreement, including any Order Document, must be agreed to by the Parties in written amendment that is signed by an authorized representative of each Party.

ARTICLE 7 - CLAIMS/DISPUTES

- A.** The Parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a “**Dispute**”) in accordance with this Article.
- B.** A Party shall send written notice to the other Party of any Dispute (“**Dispute Notice**”).
- C.** The Dispute Notice shall include the particulars and shall specify the cause or other basis of the Dispute, including substantiation of the amount and/or extension to which the Party issuing the Dispute Notice considers itself to be entitled in connection with the Agreement.
- D.** Each Party shall continue performing its obligations under this Agreement during a Dispute including payment by Customer of all undisputed amounts due and payable

and the diligent provision by Supplier of the Products and Services.

- E.** The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the Dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the Dispute, either Party may refer the Dispute to a court under Article 41 (“Governing Laws”) which is to be the sole legally binding forum available to the Parties for resolution of a Dispute hereunder.

ARTICLE 8 – AUDIT

Supplier shall keep full and detailed records as may be necessary to provide proper financial management under this Agreement (“**Records**”). Subject to the requirements of this Article, the Customer shall have access to the Supplier's offices, work and records pertinent to all such Records for inspection, audit and review as necessary to validate the accuracy of any amounts invoiced by Supplier under this Agreement. Each Party shall bear its own costs of the audit. If the audit determines an undercharge or overcharge to Customer for the relevant audited period, Supplier shall make appropriate adjustments to amounts charged to Customer, and issue a credit or revised invoice to Customer, as may be required by the verified results of the audit. All results of these audits must be kept confidential between the Parties in accordance with Article 38 (“Confidentiality”). Unless required by a governmental or regulatory authority, all audits and examinations will be limited to Records relating to the current calendar year in which the audit is conducted and the immediately preceding calendar year. The audit shall (i) not unreasonably interfere with Supplier's normal business operations, (ii) be conducted at Supplier's designated facility (except to the extent Supplier determines that relevant Records are available electronically, and may be transmitted securely and without undue burden or expense, in which case Supplier will transmit them to Customer by encrypted email or other secure method), (iii) if at a Supplier designated facility, be escorted by one of Supplier's authorized representatives, (iv) be fully disclosed and transparent to Supplier, including any audit results, (v) be made upon no less than thirty (30) days prior written notice to Supplier, and (vi) be limited to once per calendar year, unless required by a governmental or regulatory authority or an audit conducted within the same calendar year uncovered a material violation by Supplier. All Customer representatives involved in an audit shall be bound by a written nondisclosure agreement with Customer that is no less protective of Supplier's confidential information as Article 38 (“Confidentiality”). This provision shall remain in effect for two (2) years following termination or expiration of this Agreement.

ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES; NON WAIVER

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

ARTICLE 10 - NON WAIVER OF RIGHTS

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

ARTICLE 11 - SET-OFF

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

ARTICLE 12 - CONFLICTING DOCUMENTS

To the extent, if any, that the terms and conditions of this Schedule or the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.3 (“Order of Precedent”) of the main body of this Agreement shall govern such conflict.

ARTICLE 13 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Customer, where Supplier’s personnel work out of Customer’s offices under Customer’s direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other Party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement. Customer shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

ARTICLE 14 – SUBCONTRACTS

If Supplier shall cause any part of the Services to be performed by a sub-contractor, Supplier shall also cause the sub-contractor to comply with the provisions of this Agreement as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, and all acts and omissions of the sub-contractors in connection with the Services shall be deemed to be the acts and omissions of Supplier employees for purposes of this Agreement.

Nothing hereunder shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of Services which it plans to subcontract and the names of Supplier's subcontractor proposed for the work together with all materials reasonably requested by Customer for an evaluation by Customer's Corporate Security Group. Supplier's subcontractor may not be changed by Supplier without the written approval of the Customer, which shall not be unreasonably withheld. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of subcontracts shall not be furnished to the applicable Customer contract management representative. The Parties agree that no notice or approval under this paragraph is required with respect to: (i) third parties engaged by Supplier of its Affiliates to provide staff augmentation in connection with the Services, or (ii) Supplier Affiliates engaged by Supplier to perform Services.

At Customer's request, and subject to agreement of the applicable subcontractor, Supplier shall (i) assign to Customer any subcontractor warranties applicable to the Services that extend beyond the applicable warranty period under this Agreement upon the expiration or termination of such warranty period, and (ii) assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy. To the extent Customer elects to pursue any such assigned warranties, Supplier shall be relieved of its warranty obligations with respect to the applicable Products and/or Services.

ARTICLE 15 - THIRD PARTY BENEFITS

No provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

ARTICLE 16 – SAFETY

Customer may at any time suspend the Professional Services or any part thereof, immediately for reasons of safety in accordance with Section 4.10 ("Suspension") of the main body of the Agreement. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Customer's Safety Rules and Regulations for Suppliers, attached as *Schedule A*, shall apply to all Professional Services performed under this Agreement.

ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take reasonable and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain reasonable and advisable safeguards as required by the conditions, prudent industry practice, and progress of the work. Unless otherwise agreed, Supplier is responsible for the security and protection of its own equipment, supplies, and tools used in connection with the Products and Services. Supplier must use due care to protect any of the Customer's property in its possession or under its control at any time while performing the Products and Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is

responsible for any damage to such property to the extent resulting from its negligence.

ARTICLE 18 – INSURANCE

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

ARTICLE 19 – INDEMNIFICATION

- A. General.** Supplier will indemnify, defend at its expense and hold harmless, to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, shareholders, managers, members, partners, agents, successors, permitted assigns, and all affiliated and subsidiary companies, corporations, trusts, partnerships, joint ventures (including joint venture partners), associated companies, associations, subsidiaries of the foregoing and individuals which are now or may hereafter be owned, controlled, operated, or directed by or a subsidiary to Customer (the “**Indemnitees**”), from and against any and all third party claims, demands, suits, losses, costs, fees (including reasonable attorneys’ fees and expenses), damages or expenses (“**Third Party Claims**”) for which an Indemnitee may be held liable by reason of:
- (i) an allegation that any Supplier Products or Services as delivered to Customer, or Customer’s authorized use thereof infringes upon, misappropriates, or violates third-party’s Intellectual Property rights (“**Infringement Claims**”);
 - (ii) an allegation by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier, to the extent based on Products and Services provided by Supplier under this Agreement, that:
 - a) 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;
 - b) the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier; and
 - c) any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees.
 - (iii) bodily injury, including death, to any person or persons to the extent caused by the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; or
 - (iv) damage to or destruction of any property, including loss of use thereof, to the extent caused by the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors.

Individual employees, agents and subcontractors of the Supplier who are performing Services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for work or Services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity.

B. Infringement Claim Indemnity Limitations, Conditions, and Exclusions.

Supplier shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) an Indemnitee's use of a Product or Service, other than as permitted or contemplated under this Agreement, if the infringement would not have occurred but for such use; (ii) an Indemnitee's use of any Product or Service in combination with any other product, equipment, or software (excluding data transfer or sharing), if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware by an Indemnitee, other than the most current release delivered by Supplier to the Indemnitee with reasonable prior written notice and time to incorporate such release, if the infringement would not have occurred but for such use, (iv) an Indemnitee's use of a Product after Supplier has informed Customer of modifications or changes to the Product required to avoid such claims and offered to implement those modification or changes at no cost to Customer, if such claim would have been avoided or mitigated by the implementation of Supplier's suggestions, (v) any modification to a Product made by Customer or its authorized contract other than a person other than Supplier or an authorized representative of Supplier, if the infringement would not have occurred but for such modification, (vi) compliance by Supplier with detailed and non-discretionary specifications or instructions supplied independently by the Indemnitee, or (vi) Third Party Equipment and/or Third Party Software, as defined in *Schedule E*.

C. Supplier's Right to Defend Third-Party Claims.

Customer shall, on behalf of itself and each Indemnitee: (i) promptly notify Supplier in writing of the Third-Party Claim; (ii) give Supplier all reasonably requested information and assistance in connection with the Third-Party Claim in a timely manner; and (iii) give Supplier the sole right to control the defense and settle of the Third Party Claim; provided, however, that Customer's failure to do any of the following shall not relieve Supplier of any such obligations, except to the extent Supplier is materially prejudiced. The Indemnitee may, at its expense, assist in such defense, subject to Supplier's sole right to control the defense and settlement of any Third-Party Claim. Supplier shall not enter into any settlement of a Third-Party Claim without Customer's prior written consent unless: (a) there is no admission of fault of

the Indemnitee; (b) there is no injunctive or other non-monetary relief against the Indemnitee; and, (c) the settlement includes the claimant's or plaintiff's release of the Indemnitee from all liability in respect of the Third-Party Claim.

- D. Mitigation Options.** If a Product or Service has become or is likely to become subject to an Infringement Claim, Supplier shall – at Supplier's expense –either, (i) ensure the right of Customer to continue using the Product or Service in accordance with this Agreement or (ii) replace or modify the Product or Service so that it becomes non-infringing, provided that replacements or modified Products and Services are functionally equivalent to and meet or exceed specifications of the Product or Service being replaced or modified and have been previously approved by Customer in writing prior to replacement or modification. If the foregoing alternatives are not available on commercially reasonable terms, Supplier may require Customer to cease using the affected Products or Services in which case Supplier will refund to Customer the depreciated value of the affected Products or Services.

ARTICLE 20 – WARRANTY

- A.** All warranties for Products and Services provided by Supplier to Customer are set forth in the *Schedule E* Special Conditions, as the same may be modified or supplemented under an Order Document.
- B.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY [REDACTED] UNDER SCHEDULE E AND THE ORDER DOCUMENT(S), SUPPLIER MAKES NO WARRANTY OF ANY KIND RELATING TO PRODUCTS AND SERVICES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. SUPPLIER AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT PRODUCTS OR SERVICES WILL BE FREE FROM BUGS, ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. SUPPLIER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ITS DATA CENTERS OR DATA CENTERS OF ITS VENDORS VIA PUBLIC WAN, CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT. FOR AVOIDANCE OF DOUBT, THE FOREGOING DISCLAIMER OF LIABILITY DOES NOT APPLY TO ANY PRIVATE NETWORK MADE AVAILABLE BY SUPPLIER TO CUSTOMER HEREUNDER. THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

ARTICLE 21 - APPROVAL/ACCEPTANCE

The Parties may agree to acceptance criteria and procedures, as set forth in the Statement of Work, for Professional Services, related deliverables and/or milestones including Key Milestones. Acceptance by Customer does not relieve Supplier from any of its obligations, and does not constitute waiver of any of the rights and remedies of Customer, under Article 20 (Warranty) or any maintenance and support terms under *Schedule E*.

ARTICLE 22 - FORCE MAJEURE

- A. For purposes of this Agreement, “**Force Majeure Event**” means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that (i) was not caused by that Party’s breach of this Agreement, violation of applicable laws or negligent acts or omissions, and (ii) prevents that Party from complying with any of its obligations under this Agreement. The Party claiming the occurrence of a Force Majeure Event (the “**Nonperforming Party**”) shall furnish the other Party with prompt notice when it appears that such event or circumstance will result in non-performance or shall threaten to impair such Party’s performance, such notice shall include the anticipated impact of the Force Majeure Event, including how long the Nonperforming Party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. A Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affects only the Nonperforming Party, late delivery or breakage of equipment or materials (except to the extent do to a Force Majeure Event otherwise excusable hereunder), change in economic conditions, failure of performance of subcontractors (except to the extent do to a Force Majeure Event otherwise excusable hereunder), an increase in prices, a failure to pay amounts due under this Agreement, a change in market demand, or weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the relevant vicinity. Force Majeure Events may include, without limitation, the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier’s personnel, subcontractors and other employees of the Supplier; (d) ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such radiation or radio-activity; (e) unless caused by the acts or omissions of the Nonperforming Party, fires, floods, explosions, Acts of God and natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon; (f) except as otherwise expressly provided in Section 23(B) below, epidemics or pandemics; (g) acts or omissions of a governmental authority; and (h) shortage of adequate power. The Nonperforming Party shall use its best efforts to remedy the cause of the Force Majeure Event and recommence performance as soon as practicable. The Nonperforming Party shall be excused for failure of performance herein due to any Force Majeure Event. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other Party resulting from the Force Majeure Event. The Nonperforming Party shall also furnish the other Party with timely reports every ten (10) Business Days during the continuation of each Force Majeure Event with respect

thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, the Parties will mutually agree to an equitable adjustment in a Change Order. If Products or Services are delayed by a Force Majeure Event by more than six (6) months, upon no less than thirty (30) days' written notice to Supplier, Customer may cancel any such delayed Products or Services.

- B.** Customer and Supplier expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic (the "**Pandemic**") exists worldwide; (ii) to the best of Supplier's knowledge as of the Effective Date of this Agreement, the Pandemic shall not render Supplier unable to fulfill any of its obligations under this Agreement, and (iii) Contractor shall not assert any claim, action or cause of action against Customer to relieve Supplier from any obligations under this Agreement or extend any period of performance in connection with the Pandemic, including any claim under this Article 22 or for frustration of purpose, change in circumstances, economic balance or impossibility, based on any specific Pandemic-related delays that Supplier knew, or reasonably should have known, existed as of the Effective Date. This provision shall survive the completion or earlier termination of this Agreement. Without limiting any other requirement in this Agreement or under applicable laws, Supplier is employing and will employ in performing its obligations under this Agreement the current industry practices in response to the Pandemic, including regular workforce training, social distancing and use of recommended PPE, as required by applicable law. In the event of publicly announced governmental restrictions related to the Pandemic after the Effective Date of this Agreement which prevent Supplier from meeting any Key Milestone dates, Supplier shall have the right to claim the occurrence of a Force Majeure Event and be excused from any resulting failure to perform in accordance with paragraph (A) above. In such event, as part of the equitable adjustment of Supplier's schedule for performance required under paragraph (A) above, Supplier and Customer also agree to work together in good faith to agree on mutually-acceptable adjustments to the affected Key Milestone dates. Any adjustments agreed to by the Parties for the original Key Milestone dates shall be factored into the calculation of Liquidated Damages under this Agreement. For the sake of clarity, however, Supplier shall have no liability, including liability for Liquidated Damages associated with a Key Milestone, to the extent delays are caused by a Force Majeure Event. This paragraph of Article 22 shall survive the completion or earlier termination of this Agreement.

ARTICLE 23 - TITLE AND LIENS

- A.** Title and risk of loss to each item of equipment delivered by Supplier under this Agreement shall pass to the Customer in accordance with Section 8 ("Shipment, Title & Risk of Loss") of *Schedule E-2* (Equipment Addendum). This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.
- B.** Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the

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

ARTICLE 24 - PROGRESS AND COMPLETION OF SERVICES

- A.** It is expressly understood by the Supplier that **TIME IS OF THE ESSENCE** in the performance of this Agreement. The Supplier shall provide the Products and Services as required by this Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the applicable Project Plan.
- B.** Supplier and Customer may agree upon Key Milestones for a Project under the applicable Statement of Work. Key Milestones shall be identified in the Project Plans attached to the Statement of Work.
- C.** Supplier shall notify Customer if Supplier has reason to believe that Key Milestone will not be met. Notice shall set forth in reasonable detail the basis for Supplier's inability or anticipated inability to meet the Key Milestone and anticipated duration of the delay. Such notice shall be given promptly to the Customer by the Supplier, but in no event later than five (5) days after such delay becomes apparent to Supplier.
- D.** If Supplier fails to meet a Key Milestone in accordance with the Project Plan, 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, as liquidated damages for the delay (the "**Liquidated Damages**"). Liquidated Damages will be applied by Supplier as a credit against amounts due by Customer under this Agreement. Application of such credit shall be Supplier's sole liability and entire obligation and Customer's exclusive remedy for Supplier's failure to meet a Key Milestone, unless otherwise expressly provided in the applicable Order Document.
- E.** The Parties acknowledge and agree that because of the unique nature of the Products and Services and each Project, 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 Key Milestones to which Liquidated Damages are assigned. Supplier and Customer further acknowledge and agree that such Liquidated Damages are not a penalty, but instead represent a fair and reasonable estimate of damages to Customer for failure to meet Key Milestones.
- F.** Customer shall have the right to deduct any undisputed Liquidated Damages due from the payment of any pending invoices to Supplier. In no event shall the payment of any Liquidated Damages for failure to meet a Key Milestone in accordance with the Project Plan excuse Supplier from performance of any of its other obligations under this Agreement.
- G.** Without limiting Customer's rights under this Agreement, in the event that Supplier

materially fails to meet any deadline set forth in the Statement of Work, then: (a) Supplier and Customer shall promptly convene a meeting to discuss the reasons for such failure (the “**Cure Conference**”) at which Cure Conference, Supplier and Customer shall work to develop a reasonable recovery plan (the “**Recovery Plan**”); and, (b) Supplier and Customer shall execute and comply with the terms and conditions of any agreed Recovery Plan. Supplier shall be deemed to be in material breach of this Agreement if it does not comply with a Recovery Plan.

- H.** Supplier shall not be responsible for delays to the extent caused by Customer.
- I.** Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

ARTICLE 25 - EMERGENCIES

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

ARTICLE 26 - WORK STOPPAGE

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

ARTICLE 27 - TERMINATION

Termination is addressed in the main body of the Agreement, Section 4 (“Term and Termination”).

ARTICLE 28 –SURVIVAL

All terms of this Agreement which contain obligations or duties which by their nature are to be or may be performed beyond termination or expiration of this Agreement, including the following Articles of this **Schedule C** (Terms and Conditions): Article 4 (“Payments”), Article 5 (“Taxes”), Article 7 (“Claims/Disputes”), Article 8 (“Audit”), Article 9 (“Rights, Privileges, Remedies: Non Waiver”), Article 10 (“Non Waiver of Rights”), Article 13 (“Independent Supplier”), Article 14 (“Subcontractors”), Article 16 (“Safety”), Article 17 (“Accident, Security and Loss Prevention”), Article 18 (“Insurance”), Article 19 (“Indemnification”), Article 20 (“Warranty”), Article 22 (“Force Majeure”), Article 23 (“Title and Liens”), Article 28 (“Survival”), Article 36 (“Public Release of Information”), Article 37 (“Waiver of Consequential Damages & Limitation of Liability”), Article 38 (“Confidentiality”),

Article 39 (“Equal Employment Opportunities Compliance”), Article 41 (“Governing Laws”), Article 47 (“Ethics”), and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination or expiration hereof, shall survive the termination (without regard to the reason for termination) or expiration of this Agreement..

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, upon no less than 30 days’ notice, to remove such equipment and supplies at the expense of the Supplier. For the sake of clarity, this Article does not apply to Products delivered by Supplier pursuant to a Purchase Order.

ARTICLE 30 - OMITTED

ARTICLE 31 – OMITTED

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 - OMITTED

ARTICLE 35 - KEY PERSONNEL

Personnel assigned to perform Professional Services hereunder who are designated as Key Personnel in the Statement of Work shall devote their working time to the work as required by that Statement of Work and shall not be removed, without the prior written consent of Customer, until their assignments are completed, unless such removal is due to illness, termination, resignation or other circumstances outside Supplier’s reasonable control. The Customer shall have the right to approve replacements for Key Personnel, which approval shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 36 - PUBLIC RELEASE OF INFORMATION

Dates, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Customer for approval two (2) weeks prior to the desired release date, unless otherwise required by law. 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, unless required by law, which approval may be withheld without reason or explanation to Supplier.

ARTICLE 37 – WAIVER OF CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY

A. WAIVER OF CONSEQUENTIAL DAMAGES.

EXCEPT WITH RESPECT TO (I) SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 19 (“INDEMNIFICATION”), (II) EITHER PARTY'S OBLIGATIONS UNDER ARTICLE 38 (“CONFIDENTIALITY”), AND/OR (III) EITHER PARTY'S GROSS NEGLIGENCE FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS, OTHER THAN AMOUNTS DUE BY CUSTOMER) OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. CAP ON LIABILITY.

- (i) **BASE LIABILITY CAP.** THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT – WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE – SHALL NOT EXCEED THE GREATER OF (A) FIFTY PERCENT (50%) OF THE CONTRACT PRICE SET FORTH IN THE APPLICABLE ORDER DOCUMENT (INCLUDING ALL STATEMENTS OF WORK ATTACHED TO THAT ORDER DOCUMENT) OR STATEMENT OF WORK (IF EXECUTED WITHOUT A COORESPONDING ORDER DOCUMENT); OR (B) THE TOTAL AMOUNTS PAID AND PAYABLE UNDER THE APPLICABLE ORDER DOCUMENT (INCLUDING ALL STATEMENTS OF WORK ATTACHED TO THAT ORDER DOCUMENT) OR STANDALONE STATEMENT OF WORK (IF EXECUTED SEPARATELY WITHOUT A COORESPONDING ORDER DOCUMENT) DURING THE SIXTY (60) MONTHS PRECEDING THE DATE UPON WHICH THE LIABILITY AROSE.
- (ii) **EXCLUSIONS TO BASE LIABILITY CAP.** THE SECTION 37(B)(i) LIABILITY CAP (“BASE LIABILITY CAP”) SHALL NOT APPLY TO THE FOLLOWING: (I) SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 19 (“INDEMNIFICATION”), (II) EITHER PARTY'S OBLIGATIONS UNDER ARTICLE 38 (“CONFIDENTIALITY”), AND/OR (III) EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 38 – CONFIDENTIALITY

- A.** Supplier, and its employees and agents, shall treat any information, (including any technical information, experience or data) regarding Customer or Customer’s plans, programs, plants, processes, costs, equipment, operations, of Customer (or of

Customer's Affiliates), which may be disclosed to, or come within the knowledge of, Supplier its employees and agents in the performance of this Agreement, as confidential, and will not use or disclose this information to others, during the Term of this Agreement, and for three (3) years thereafter, except as is necessary to provide the Products and Services hereunder, without Customer's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no effort by Supplier, its employees, or agents, (ii) has been furnished or made known to Supplier or Supplier's Affiliates by third parties (other than those acting directly or indirectly for or on behalf of Customer) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Customer and was not acquired by Supplier or Supplier's Affiliates, its employees and agents directly or indirectly from Customer or, (iv) is required by law or by any other governmental regulatory authority to be disclosed.

- B.** Any information, which is supplied by the Supplier to Customer will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Customer will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, employees, and consultants, to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.
- C.** 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.
- D.** 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.
- E.** All inquiries received by either Party from any governmental, business, or other entity, including media, relating solely to any work performed or to be performed by Supplier for Customer under this Agreement shall be shared between the Parties and they shall work together to prepare a response.

ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

- A.** 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.
- B.** Without limiting the foregoing, the Supplier and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).

These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE 40 – SURETY BOND

The Parties may agree in an Order Document to require the Supplier to furnish a bond covering faithful performance of this Agreement and the payment of all obligations arising hereunder (i.e., Performance Bonds, Mechanics Liens), including any damages that may be payable under Article 24 (“Progress and Completion of Services”). The amount, form, premium cost, and surety Company issuing such surety bond shall be mutually agreed to by the Parties.

ARTICLE 41 - GOVERNING LAWS

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

ARTICLE 42 - PERFORMANCE MONITORING

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

ARTICLE 43 - CONTINUOUS IMPROVEMENT

Continuous improvement is the foundation of this Agreement. Supplier will use its best efforts to improve continuously its performance in all areas. In particular, Supplier will evaluate opportunities for cost/price reductions on items and services ordered and to be ordered and communicate them promptly to Customer. Supplier is expected to advance its economies of production, service, service delivery, material handling and technical prowess at least as fast as

other competitors in its industry, and to offer the price and performance benefits of those improvements to Customer, as soon as they become available.

ARTICLE 44 - NO DISPUTE

As of the Effective Date, 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 that would have a material impact on Supplier's ability to perform its obligations under this Agreement.

ARTICLE 45 - SECURITY REQUIREMENTS

- A. Supplier shall comply with Customer's General Security Requirements in performance of Services as provided in the attached Avangrid Privacy and Data Security Rider.
- B. With respect to Services that involve access, process, storage or transmission of non-public information, Supplier and each of its subcontractors (if any) shall comply with the Avangrid Privacy and Data Security Rider attached hereto as *Schedule H*.

ARTICLE 46 - EMPLOYEE SOLICITATION

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

ARTICLE 47 – ETHICS

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

ARTICLE 48 – UTILIZATION OF SMALL BUSINESS CONCERNS

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

ARTICLE 49 – SMALL BUSINESS SUBCONTRACTING PLAN

- A.** 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.
- B.** 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 50 - GRATUITIES PROHIBITED

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

ARTICLE 51 – INTELLECTUAL PROPERTY

- A. Reservation of Intellectual Property.**
 - (i) Reservation by Supplier.** Subject to the limited rights expressly granted by Supplier to Customer under this Agreement: (i) Supplier reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) Supplier owns all rights, title and interest in and to Supplier’s Confidential Information and the Products, Services, and related deliverables provided by Supplier under this Agreement.
 - (ii) Reservation by Customer.** Subject to the limited rights expressly granted by Customer to Supplier under this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) Customer owns all right, title and interest in and to its Confidential Information.
- B. General.** All rights, titles, and interests not specifically and expressly granted by

either Party hereunder are hereby reserved. Nothing in this Agreement will be understood to preclude or limit Supplier from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those delivered to Customer.

- C. Customer Suggestions.** Supplier shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any Products and Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, subject to Customer's reservation under this Article.
- D. Customer Owned Deliverables.** As used herein, "Customer-Owned Deliverables" means work product that is (i) unique and specific to Customer's operations (e.g., custom interfaces); and (ii) specifically identified in the Statement of Work as a Customer-Owned Deliverable that will be assigned by Supplier to Customer in accordance with this Article. To the extent that the Parties agree that Supplier will provide Customer-Owned Deliverables under a Statement of Work, Supplier shall and does hereby assign to Customer all right, title and interest in an to such Customer-Owned Deliverables, including all Intellectual Property rights embodied therein or related thereto, but excluding all Intellectual Property and associated rights that were developed or acquired by or on behalf of Supplier or its Affiliates or their respective suppliers or partners prior to or outside the context of the applicable Statement of Work (such excluded Intellectual Property and associated rights are collectively referred to herein as "**Supplier Background IP**"). Customer's license rights with respect to any Supplier Background IP included within a Customer-Owned Deliverable are governed by Section 11 ("Project Deliverables") of *Schedule E-5* ("Professional Services Addendum").

SCHEDULE D

NOT USED

SCHEDULE E

Special Terms and Conditions

This *Schedule E* is composed of the following Product and Services Addenda which follow this cover sheet.

- Schedule E-1: Distributed Intelligence Platform Addendum
- Schedule E-2: Equipment Addendum
- Schedule E-3: Maintenance & Support Addendum
- Schedule E-4: Managed Appliance Addendum
- Schedule E-5: Professional Services Addendum
- Schedule E-6: Software Addendum
- Schedule E-7: Wireless Data Service Addendum

Performance Measurements

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

Reporting

Project Cost & Schedule Management

It will be the responsibility of each project team to track their progress against budget and schedule. Each Project will provide a weekly status report to the Project Management Office that will summarize the project's progress against budget and schedule.

The project status report will include the following schedule items:

- Status of key project milestones and deliverables
- Planned vs. forecast or actual dates of key project milestones and deliverables
- Total number of active tasks previous and current period
- Number of tasks schedule to start/complete vs. actually started/completed current period
- Number of tasks schedule to start/complete next period

If any of the following conditions apply, the project manager will provide an explanation and a recovery plan in an e-mail to the Project Management Office accompanying their weekly status report:

- Any key milestone or deliverable is forecast more than one week late
- Any key milestone or deliverable actually occurs more than one week late
- Any tasks that were scheduled to start/complete within the current period did not start/complete

The project status report will include the following financial items:

- Project budget in dollars

- Actual project dollars spent to date
- Estimated dollars required to complete the project
- Percent complete of project

From the information provided to in the weekly status reports, the Project Management Office will calculate the following earned value variables (in dollars):

- $\text{Earned schedule} = \text{Budget} * \text{Percent Complete}$
- $\% \text{ Budget Burned} = \text{Actuals to Date} / \text{Budget}$
- $\text{Variance of earned schedule vs. burned schedule} = \% \text{ Complete} - \% \text{ Budget Burned}$
- $\text{Estimate at Completion} = \text{Actuals} + \text{Estimate to Complete}$
- $\text{Variance at Completion} = \text{Budget} - \text{Estimate at Completion}$
- $\text{Estimate at Completion Burn \%} = \text{Estimate at Completion} / \text{Budget}$

If any of the following conditions (for hours or dollars) are identified by the Project Management Office, they will ask the Project Manager via e-mail for an explanation and recovery plan, which will be due to the Project Management Office within 2 Business Days:

- $\text{Variance of earned schedule vs. burned schedule} < -5\%$
- $\text{Estimate at completion burn \%} > 105\%$

In addition, Supplier will provide additional information and reporting as reasonably requested by ASC or Companies, including as needed by ASC or Companies to comply with requests from regulatory authorities, senior management, or Affiliates.

Training

In addition to any training obligations set forth in the SOW, Supplier may be requested to work with Customer and its Affiliates to develop an incremental comprehensive training plan, with specifically identified timing, personnel, content, and deliverables, and Supplier provide pricing to support that plan..

When requested and when including in pricing, Supplier shall provide on-site training. On-site training shall be held at each Customer or Customer Affiliate location where impacted personnel are based.



SCHEDULE E-1

DISTRIBUTED INTELLIGENCE PLATFORM ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents. This Addendum covers Customer’s use of the DI Platform, [REDACTED] DI Apps, and Third-Party DI Apps for internal business purposes. The Addendum additionally covers the development and distribution of Commercially Available Customer DI Apps to third-party end customers.

2. **Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Certification**” “**Certified**” or “**Certify**” means the process by which [REDACTED] verifies that Customer DI Apps operate in accordance with the technical and security requirements as defined by [REDACTED] DI App Developer Program Guidelines. Certification does not verify the performance, results, or accuracy of DI Apps, which is the sole responsibility of Customer.

“**Commercially Available Customer DI App**” means any Customer DI App that Customer has elected to make available (either with or without charge) to [REDACTED] other customers through the DI Platform.

“**Customer DI App**” means a DI App that is made, invented, developed, created, conceived, reduced to practice, or otherwise acquired by or on behalf of Customer.

“**DI App**” means, in general, an application developed under requirements of the [REDACTED] DI App Developer Program Policies capable of distribution to and use by a DI Device.

“**DI App Fees**” means the fees to be paid for download and use of a DI App using the DI Platform.

“**Customer DI Software**” means (1) a Commercially Available Customer DI App and, (2) any additional software or services that rely on the Commercially Available Customer DI App.

“**DI**” means [REDACTED] distributed intelligence technology.

“**DI Device**” means any device or device type that is capable of receiving and executing DI Apps from the DI Platform.

“**DI App Deployment License**” means an annual entitlement to use the DI Platform in connection with a single Customer DI App on a single DI Device.

“**DI App Store**” means an application and/or services for management, download, licensing, upgrade, configuration, resource usage tracking, and health tracking of DI Apps.

“**DI Platform**” means [REDACTED] Distributed Intelligence platform. The DI Platform includes the DI Platform Services and infrastructure necessary to deploy and operate a DI App.



“**DI Platform Services**” means the SaaS services provided by [REDACTED] to Customer with respect to the DI Platform.

“**[REDACTED] DI App**” means a DI App that is made, invented, developed, created, conceived, reduced to practice, or otherwise acquired by or on behalf of [REDACTED]. For the sake of clarity, [REDACTED] DI App includes any DI App which is jointly developed or jointly owned by [REDACTED] and a Third Party.

“**[REDACTED] DI App Developer Program Policies**” means the set of program policies and documentation governing the [REDACTED] DI App Developer Program, which may be updated from time-to-time during the term of this Agreement. The [REDACTED] DI App Developer Program Policies are available on the [REDACTED] developer portal.

“**[REDACTED] Brand Guidelines**” means [REDACTED] guidelines for use of its brand features, which are available at [https://www.\[REDACTED\].com/na/legal/trademarks](https://www.[REDACTED].com/na/legal/trademarks).

“**[REDACTED] DI App Developer Program**” means [REDACTED] developer program for developers of DI Apps as described in the [REDACTED] DI App Developer Program Guidelines.

“**[REDACTED] DI App Developer Program Guidelines**” means the set of program guidelines and documentation governing the [REDACTED] DI App Developer Program, which may be updated from time-to-time during the term of this Agreement. The [REDACTED] DI App Developer Program Guidelines are available on the [REDACTED] developer portal or will be provided separately.

“**Software Development Kit**” or “**SDK**” has the meaning set forth in Section 5.2.

“**Software Support Services**” means the software maintenance and support services, as described in *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement, that [REDACTED] provides upon payment of applicable fees, if any.

“**Third Party**” means an individual, partnership, corporation, business trust, limited liability company, unincorporated association, trust, joint venture or any other entity or governmental authority, other than Customer and [REDACTED] and their respective Affiliates.

“**Third Party DI App**” means a DI App that is made, invented, developed, created, conceived, reduced to practice or otherwise owned by a Third Party.

“**Third Party DI Software**” means (1) a Third Party DI App and, (2) any additional software or services that rely on the Third Party DI App.

3. Distributed Intelligence Platform.

3.1. Provision of DI Platform. During the Term of the Agreement, subject to Customer’s payment of applicable DI Platform and DI App fees, [REDACTED] shall maintain and make the DI Platform available to Customer. [REDACTED] shall provide the DI Platform Services to Customer on a SaaS basis.



- 3.2. Service Levels.** [REDACTED] shall endeavor to make the DI Platform available through the DI Platform Services purchased by Customer at least 99.5% of the time, excluding any downtime resulting from maintenance or circumstances beyond [REDACTED] reasonable control.
- 3.3. DI App Installation.** Customer shall have and maintain sole and exclusive control of authorization, approval and access to DI Apps on Customer's systems and DI Devices. Without limiting the generality of the foregoing, Customer's end-users, [REDACTED] and other Third Parties shall not be able to directly purchase and/or install DI Apps on Customer's systems and DI Devices. For the sake of clarity, Customer will only be entitled to access and deploy DI Apps which are owned by or properly licensed by Customer. [REDACTED] is excused from providing Services to the extent access to Customer's systems and DI Devices is required to provide such Services, and Customer denies access.
- 4. Software Support Services.** [REDACTED] will provide Software Support Services for the DI Platform and [REDACTED] DI Apps, subject to Customer's payment of applicable DI Platform and [REDACTED] DI App fees. The cost for Software Support Services is included within the fees set forth in the applicable Order Document and there shall be no separate fees for such support services. [REDACTED] obligation to provide Software Support Services is contingent upon Customer downloading and installing all updates to DI Apps made available in connection with Software Support Services.
- 5. DI Application Development and Distribution.** [REDACTED] provides the DI App Developer Program to enable developers to create and distribute DI Apps. [REDACTED] will not permit the distribution of a DI App through the DI Platform unless the developer is in good standing under the [REDACTED] DI App Developer Program and the DI App has been Certified.
- 5.1. Software Development Kit.** [REDACTED] shall make available for download, under separate terms, its standard Distributed Intelligence Application software development kit ("SDK"), including simulation and test tools. The SDK and related terms are located at [https://developer.\[REDACTED\].com/](https://developer.[REDACTED].com/).
- 5.2. Testing Environment for DI Apps.** [REDACTED] may provide and make available to Customer, under a separate Statement of Work (SOW) for additional fees, DI Platform Services for testing purposes, including, but not limited to DI Application Development, first article testing, and end-to-end testing. Associated fees shall be set forth in a SOW.
- 5.3. DI App Certification.** In exchange for the fees set forth in Exhibit A, [REDACTED] shall Certify and, upon such Certification, make available to Customer and [REDACTED] other customers, as applicable, any Customer DI App which is submitted by Customer to [REDACTED] subject to the following:
- 5.3.1.** Certification will be limited to one app concurrently;
- 5.3.2.** Customer must provide a simulated data set with the submitted Customer DI App that creates each condition that the app is designed to detect; and
- 5.3.3.** During the Certification process for a Customer DI App, Customer will promptly respond to [REDACTED] queries relating to Certification of that Customer DI App.

5.4. DI App Store Access. Subject to Customer's compliance with this Agreement, Customer may add to the DI App Store for distribution to Customer's end users or other third parties any Customer DI App, including Commercially Available Customer DI Apps, that have successfully completed Certification.

5.5. Internal Use of Customer DI Apps. Customer shall pay the DI App Deployment License fee set forth in an applicable Order Document for each Customer DI App deployed to each DI Device.

5.6. Sales of Commercially Available Customer DI Apps. Either [REDACTED] or Customer may sell Commercially Available Customer DI Apps directly to an end customer. Pricing and revenue sharing terms governing sales of Commercially Available Customer DI Apps are set forth in Exhibit A.

6. No Joint Development. The Parties agree that detailed provisions addressing joint development work are out of scope for this Agreement. In the event that joint development work is contemplated at some point following the Effective Date, the Parties shall enter into a separate written agreement or amendment to this Agreement that will govern the Parties' rights and obligations with respect to such joint development work.

7. Payment and Fees.

7.1. DI App Fees. Fees payable by Customer for [REDACTED] DI Apps, Software Support Services, Third Party DI Apps, Third Party DI Software, DI App Deployment Licenses, and any other product or service provided by [REDACTED] to Customer under this Addendum are set forth in an applicable Order Document. The fees described therein are inclusive of all license, subscription, hosting and maintenance and support fees. Subject to Customer's express obligations to pay the fees set forth herein, and any fees and costs associated with installing and deploying software on Customer's premises (as mutually agreed to in a separate statement of work or similar document), [REDACTED] shall be responsible for all costs incurred in deploying and maintaining the DI App Store.

7.2. Invoicing. [REDACTED] will invoice Customer for [REDACTED] DI Apps, Third Party DI Software, and the DI App Deployment License for Customer DI Apps, as applicable, when initial DI App licenses are allocated on the DI Platform for Customer DI Device download following receipt of an accepted Purchase Order. [REDACTED] will invoice for renewal licenses for [REDACTED] DI Apps, Third Party DI Software, and the DI App Deployment License for Customer DI Apps, as applicable, annually on the first anniversary of allocation of the licenses on the DI Platform, unless Customer provides notice at least ninety (90) days prior to the start of the renewal license term.

7.3. Third Party DI Software. The fees for any Third Party DI Software shall be set by the Third Party owner of such app. Customer shall be entitled to directly negotiate the fees for any Third Party DI Software with the provider of such DI App. In some cases, [REDACTED] may be a reseller of Third Party DI Software. If [REDACTED] resells Third Party DI Software, [REDACTED] will invoice Customer for such Third Party DI Software in accordance with Section 7.2, above.

8. Intellectual Property

8.1. Ownership of DI Platform. [REDACTED] and its licensors own and shall retain all right, title, and interest in all aspects of the DI Platform, including any Intellectual Property rights therein. Customer shall not obtain any other right, title or interest in the DI Platform by virtue of this Agreement and the activities contemplated hereunder. [REDACTED] shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

8.2. Ownership of DI Apps.

8.2.1. Customer DI Apps. Unless expressly granted by Customer, in its sole discretion, to [REDACTED] in writing and then only to the extent granted, Customer shall have and shall maintain sole and exclusive rights, title, interest, and ownership in Customer DI Apps to the extent developed by or on behalf of Customer, including any Intellectual Property rights therein. For the sake of clarity, Customer does not own nor shall Customer claim ownership in any [REDACTED] Intellectual Property rights that are necessary or were otherwise used to develop Customer DI Apps, including but not limited to the DI Platform or the SDK.

8.2.2. [REDACTED] DI Apps. [REDACTED] shall have and shall maintain sole and exclusive rights, title, interest, and ownership in [REDACTED] DI Apps, including any Intellectual Property rights therein. Customer's use of [REDACTED] DI Apps is governed by the Software Addendum to the Agreement.

8.2.3. Joint DI Apps. The Parties agree that detailed provisions addressing joint development work are out of scope for this Agreement. In the event that joint development work is contemplated at some point following the Effective Date, the Parties shall enter into a separate written agreement or amendment to this Agreement that will govern the Parties' rights and obligations with respect to such joint development work, including any ownership rights with respect to Joint DI Apps. Such terms shall be consistent with the terms of this Agreement.

8.2.4. Third Party Apps. Customer's use of Third-Party DI Apps will be governed by terms and conditions agreed between Customer and the Third Party DI App provider.

8.3. License to Customer DI Apps. Customer grants [REDACTED] a non-exclusive, worldwide, and royalty-free license to use, reproduce, perform, display, and analyze usage and performance of Customer DI Apps solely for the purposes of (a) storage of Customer DI Apps in connection with the DI Platform; (b) making improvements to the DI Platform; and (c) checking for compliance with this Agreement. Additionally, Customer grants [REDACTED] a non-exclusive, worldwide, and royalty-free license to use, reproduce, perform, display, and analyze usage and performance of Commercially Available Customer DI Apps in connection with (1) the marketing and operation of the DI Platform; (2) the marketing of DI Devices and other [REDACTED] products and services that support the use of the Commercially Available Customer DI Apps.

9. Damage Caused by Customer DI Apps. [REDACTED] disclaims all responsibility or liability for any harm caused by Customer DI Apps. Customer shall indemnify, defend and hold [REDACTED] harmless from all Third Party Claims (defined in *Schedule C* of the Agreement) that the Customer DI Apps infringe upon or misappropriate third party Intellectual Property rights. Customer shall have no obligation hereunder to the extent any claim of infringement or misappropriation results from: (i) an [REDACTED] use of a Customer DI App, other than as permitted or contemplated under this Agreement, if the infringement would not have occurred but for such use; (ii) [REDACTED] use of a Customer DI App in combination with any other product, equipment, or software if the infringement or misappropriation would not have occurred but for such combination; (iii) any use of any release of a software or any firmware by an [REDACTED] other than the most current release delivered by Customer to [REDACTED] with reasonable prior written notice and time to incorporate such release, if the infringement would not have occurred but for such use, (iv) [REDACTED] use of a Customer DI App after Customer has informed [REDACTED] of modifications or changes required to avoid such claims and offered to implement those modification or changes at no cost to [REDACTED] if such claim would have been avoided or mitigated by the implementation of such modifications or changes, (v) any modification to a Customer DI App made by [REDACTED] or its agents, if the infringement would not have occurred but for such modification, (vi) compliance by Customer with detailed and non-discretionary specifications or instructions supplied independently by [REDACTED] including the [REDACTED] DI App Developer Program Guidelines. [REDACTED] shall: (i) promptly notify Customer in writing of the Third-Party Claim; (ii) give Customer all reasonably requested information and assistance in connection with the Third-Party Claim in a timely manner; and (iii) give Customer the sole right to control the defense and settlement of the Third Party Claim; provided, however, that [REDACTED] failure to do any of the following shall not relieve Customer of any such obligations, except to the extent Customer is materially prejudiced. [REDACTED] may, at its expense, assist in such defense, subject to Customer's sole right to control the defense and settlement of any Third-Party Claim. Customer shall not enter into any settlement of a Third-Party Claim without [REDACTED] prior written consent unless: (a) there is no admission of fault of [REDACTED] (b) there is no injunctive or other non-monetary relief against [REDACTED] and, (c) the settlement includes the claimant's or plaintiff's release of [REDACTED] from all liability in respect of the Third-Party Claim.

10. Removal from DI Platform.

10.1. Customer Initiated Removal. Customer may remove Customer DI Apps from the DI Platform at any time. Customer may remove Commercially Available Customer DI Apps from the DI Platform at any time, subject to any Customer commitments to end-users regarding removal. Removing Commercially Available Customer DI Apps from the DI Platform shall not (a) affect the rights of end-users who have previously purchased or downloaded Commercially Available Customer DI Apps; (b) remove Commercially Available Customer DI Apps from DI Devices or from any part of DI Platform where previously purchased or downloaded Commercially Available Customer DI apps are stored on behalf of an end-user; or (c) change Customer obligations to deliver or support Commercially Available Customer DI Apps or services that have been previously purchased by or distributed to an end-user.

10.2. Legal Removal. Notwithstanding Section 10.1, [REDACTED] shall remove from the DI Platform (including, without limitation, that part of DI Platform where previously purchased or distributed applications are stored on behalf of Customer) any Customer DI App for which Customer has provided written notice to [REDACTED] of (a) any alleged or actual infringement of any third party Intellectual Property Right; (b) any alleged or actual violation of third party rights; or (c) any alleged or actual violation of applicable law involving such Customer DI App (collectively “**Legal Takedown**”).

10.3. [REDACTED] Initiated Removal. [REDACTED] reserves the right to monitor the Customer DI Apps. If [REDACTED] determines, in its reasonable discretion, that a Customer DI App (a) violates any applicable law; (b) violates this Agreement, applicable DI App Developer Program Policies & Documentation, or other terms of service, as may be updated by [REDACTED] from time to time; (c) violates the terms of any distribution agreement with DI Device manufacturers; or (d) creates liability for or has an adverse impact on [REDACTED] or a customer; then [REDACTED] may reject, remove, or suspend distribution of the Customer DI App from the DI Platform or from DI Devices. If a Customer DI App creates a risk of serious harm to Customer devices, networks, or data, [REDACTED] may disable the Customer DI App or remove it from DI Devices on which it has been installed. If Customer DI App is rejected, removed, or suspended from DI Platform or from DI Devices pursuant to this Section 10.3, then [REDACTED] may withhold payments due to Customer, if any. Unless immediate action is necessary to avoid imminent harm, [REDACTED] will provide Customer with advance written notice before taking any action and reasonably cooperate with Customer to mitigate adverse impact to Customer and its end user customers.

11. Representations and Warranties by Customer.

11.1. Intellectual Property Rights in Customer DI Apps. Customer represents and warrants that Customer owns or has all license rights Intellectual Property rights in and to Customer DI Apps.

11.2. Third-Party Materials Distribution. If Customer uses third-party materials, Customer represents and warrants that Customer has the right to distribute the third-party material in the Customer DI App. Customer agrees that Customer will not submit material to the DI Platform that is subject to third party Intellectual Property rights unless Customer is the owner of such rights or has permission from their rightful owner to submit the material.

**EXHIBIT A – PRICING TERMS FOR
COMMERCIALLY AVAILABLE CUSTOMER DI APPS**

1. Relationship to General Terms and Conditions. This Exhibit A is governed by the Agreement, including the Distributed Intelligence Platform Addendum to which it is attached. In the event of a conflict or inconsistency between this Exhibit A and the Agreement, the terms of this Exhibit A shall govern.

2. Definitions.

“**Royalty Amount**” means the amount [REDACTED] receives for all sales of Customer DI Software, which shall be; (a) the greater of: (1) twenty five cents per Commercially Available Customer DI App per DI Device per year, or (2) the applicable Royalty Percentage applied to the total sales of Commercially Available Customer DI Apps, plus (b) mutually agreed royalties for any additional Customer DI Software.

“**Royalty Percentage**” means thirty percent (30%) for Commercially Available Customer DI Apps that Customer or a third party sells directly to customers or fifty percent (50%) for Commercially Available Customer DI Apps that [REDACTED] sells directly to customers.

3. Name and Description of Customer DI Software.

Customer DI Software Name	Customer DI Software Description	DI App	Other DI Software
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

4. Proposed Commercially Available Customer DI Software Fees. Customer will distribute [NAME of App] under a subscription model with a fee of \$X per DI Device per year. [ALTERNATIVELY: Customer will distribute [NAME of App] under a licensed model with a fee of \$X per DI Device for a X-year term.] Unless otherwise agreed in writing by the Parties, the Royalty Amount shall be calculated based on the pricing set forth in this section, irrespective of the actual sale price of the Commercially Available Customer DI App.

Subscription Model	\$ per DI Device per year
Licensing Model	\$ per DI Device for a 5-year term
Other DI Software	To be negotiated

5. Minimum Deployment. If a DI Device is a meter, Customer shall ensure that each end customer agrees to a minimum volume of each Commercially Available Customer DI App. The minimum volume of licenses to each Commercially Available Customer DI App purchased shall be the greater of a) one thousand licenses, or b) one percent (1%) of the end customer's DI Devices.

6. Certification Fees. For each Commercially Available Customer DI App that Customer distributes in the DI App Store, non-refundable fees for the initial Certification, which includes one re-certification of updates, will be five thousand dollars (\$5,000). Non-refundable fees for subsequent re-certification of updates to Commercially Available Customer DI Apps will be one thousand dollars (\$1,000) per each Certification.

7. Fees and Payment Terms.

7.1. Revenue Sharing. For any Customer DI Software sold, [REDACTED] will be entitled to receive the Royalty Amount.

7.1.1. If Customer contracts directly with an end customer, the Royalty Amount shall become due as of the activation or renewal of Customer licenses in the DI App Store. No later than 10 days after the end of the quarter [REDACTED] will submit to Customer a statement showing end customer license activations in the previous quarter and the proforma calculation of amount due to [REDACTED]. [REDACTED] will issue an invoice to Customer following the delivery of this statement.

7.1.2. If [REDACTED] contracts directly with an end customer, fees for Customer DI Software in excess of the Royalty Amount (excluding taxes) shall become due to Customer when an end customer submits payment to [REDACTED]. No later than 10 days after the end of the quarter [REDACTED] will submit to Customer a statement showing Customer payments received in the previous quarter and proforma calculation of amount due to Customer. [REDACTED] will issue a credit on the next invoice to Customer.

7.1.3. The Parties shall negotiate in good faith an equitable commercial agreement for royalties related to Customer DI Software, excluding Commercially Available Customer DI Apps, that Customer intends to offer for sale.

7.1.4. In no event will the Royalty Amount be refunded to Customer.

7.2. Commercially Available Customer DI App Fees. Customer shall establish pricing for Customer DI Software. Customer may set Commercially Available Customer DI App Fees in currencies permitted by [REDACTED] but [REDACTED] shall not be responsible for the accuracy of currency rates or currency conversion. [REDACTED] shall have the right to include in or add to the price charged to Commercially Available Customer DI App users any applicable taxes. Commercially Available Customer DI App fees may be structured in one of the following models:

7.2.1. **Subscription.** For Customer DI Software distributed under an ongoing subscription model, the Royalty Amount is due upon Customer activation of the subscription and annually thereafter.

7.2.2. **License.** For Customer DI Software delivered under a license model, the maximum license term shall be up to five years. The Royalty Amount for the entire five-year term is due upon Customer activation of the license.



- 7.3. **Reinstalls and Transfer of Licenses.** Customer may, in its sole discretion, permit end customers to reinstall a DI App on a DI Device or transfer a DI App from one DI Device to another (collectively, a “**Reinstall**”). The end customer may perform a Reinstall up to once per quarter at no additional cost. Notwithstanding the foregoing, if a Commercially Available Customer DI App has been removed from the DI Platform due to a violation of [REDACTED] DI App Developer Program Policies, Customers shall not be permitted to perform a Reinstall of the affected Commercially Available Customer DI Apps.
- 7.4. **Invoices.** [REDACTED] will invoice the Royalty Amount quarterly in arrears for all Customer DI App licenses activated in the previous quarter.
8. **Taxes.** All prices are exclusive of any taxes, fees and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charge or upon this Agreement. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on [REDACTED] net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice. Where [REDACTED] cannot recover local withholding taxes, Customer should “gross up” the invoice values to ensure [REDACTED] receives 100% of the value of the invoice.
9. **End User License Agreement.** Customer will include Attachment 1 to this Exhibit A with all end-user contracts for the sale of Commercially Available Customer DI Apps.
10. **Customer Responsibilities to End-Users.** Customer is responsible for providing end-users with User Documentation. Customer is solely responsible for support and maintenance of Customer DI Apps. Customer shall instruct end-users to contact Customer about any defects or performance issues with Customer DI Apps. Customer shall not withdraw support for or remove from the DI App Store any Commercially Available Customer DI App without providing end-users at least 180 days’ prior written notice. [REDACTED] shall have no obligation to assume support of Commercially Available Customer DI Apps upon termination of this Agreement or upon removal of Commercially Available Customer DI Apps pursuant to Section 10 of the Distributed Intelligence Platform Addendum.

ATTACHMENT 1 – DI App End User License Agreement

1. **Scope.** DI Apps are licensed to Customer subject to Customer's prior acceptance of this End User License Agreement ("EULA"). Customer's license to any [REDACTED] DI App under this EULA is granted by [REDACTED] and Customer's license to any Third Party DI Apps under this EULA is granted by the provider of that Third Party DI App. Any DI App that is subject to this EULA is referred to herein as the "Licensed DI App." The Third-Party provider of the DI App or [REDACTED] as applicable ("Licensor") reserves all rights in and to the Licensed DI App not expressly granted to Customer under this EULA.
2. **Additional Definitions.** The following defined terms have the meanings set forth below:
 - Customer** means the purchaser of the Licensed DI App.
 - DI Device** means any device or device type that is capable of receiving and executing DI Apps from the DI Platform.
 - DI App** means, in general, an application capable of distribution to and use by a DI Device.
 - DI Platform** means [REDACTED] Distributed Intelligence platform that enables distribution and operation of DI Apps. The DI Platform includes the application and/or services for management, download, licensing, upgrade, configuration, resource usage tracking, and health tracking of DI Apps and the infrastructure necessary to deploy and operate a DI App.
 - License Term** means the duration of the Licensed DI App license granted by Licensor to Customer under this EULA.
 - Territory** means the jurisdiction(s) in which the Customer conducts business.
 - Third-Party** means a party other than Customer or Licensor.
 - Third-Party Software** means the machine readable (object code) version of computer programs that are not developed by or on Licensor's behalf.
3. **Licensor DI App License.** For the term purchased by Customer, and subject to Customer's payment of applicable fees and compliance with all terms and conditions governing Customer's use of the Licensed DI App, Licensor hereby grants to Customer a non-exclusive and non-transferable license to use the Licensed DI App and related User Documentation for Customer's internal business purposes within the Territory. Customer's use of Licensed DI Apps shall not exceed the number of DI Devices for which licenses have been purchased by Customer.
4. **Documentation.** Licensor will provide instructions to Customer to download its standard User Documentation for a Licensed DI App.
5. **Licensed DI App License Restrictions.** Customer is not permitted to (i) modify or create any derivative works from Licensed DI App, (ii) include or combine Licensed DI App with any software, equipment, or hardware other than as authorized by Licensor, (iii) use Licensed DI

App to provide services to third-parties, (iv) reverse assemble, decompile, reverse engineer Licensed DI App or otherwise attempt to derive its source code, (v) export Licensed DI App out of the Territory, or (iv) use any Licensed DI App to create products or services that compete with any of Licensor's products or services. Customer is not permitted to copy Licensed DI App. Customer's breach of these restrictions shall constitute a material breach of this Agreement and shall result in revocation and immediate termination of all rights and licenses granted under this Agreement. Revocation does not preclude Licensor from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

- 6. Limited Licensed DI App Warranty.** For a period of ninety (90) days from the date of delivery, Licensor warrants solely to Customer that the Licensed DI App will substantially conform in all material respects to the applicable Licensor published specifications. As Customer's sole and exclusive remedy for any breach of this warranty, Licensor will, at its option, during the warranty period set forth in this section, repair or replace non-conforming Licensed DI App to substantially conform to the foregoing warranty, provided that Licensor will have no obligation to repair or replace any non-conforming Licensed DI App if this Agreement has terminated or expired. The foregoing warranty does not apply to non-conformities in Licensed DI App due to: (i) modifications not made or approved by Licensor in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install Licensed DI App in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) third party software, hardware or firmware not provided or authorized by Licensor in writing; (vi) a Force Majeure event; or (vii) viruses or security vulnerabilities introduced into the Licensed DI App or Customer's systems through no fault of Licensor. After the ninety (90) day period described above, any Licensed DI App errors will be addressed under maintenance and support terms.
- 7. Licensor Disclaimer of Third-Party Software Warranty.** Licensor is not the owner of Third-Party Software and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Software. Third-Party Software shall be subject to any warranties provided by the Third-Party Software provider. Licensor will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Software provider.
- 8. Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY LICENSOR UNDER THIS EULA, LICENSOR MAKES NO WARRANTY OF ANY KIND RELATING TO THE LICENSED DI APP AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. LICENSOR DOES NOT WARRANT OR REPRESENT THAT**

PRODUCTS OR SERVICES WILL BE FREE FROM BUGS, ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM ITS DATA CENTERS OR DATA CENTERS OF ITS VENDORS VIA WAN, CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

- 9. Termination.** This EULA is effective until terminated by Customer or Licensor. Customer's rights under this EULA will terminate automatically if Customer fails to comply with any of its terms.
- 10. Effect of Termination for Cause.** Upon termination of a Licensed DI App license for cause or expiration of a License Term, whichever occurs first, Customer shall immediately discontinue use of the applicable Licensed DI App and related User Documentation, and Customer will destroy or return to Licensor any and all copies. Upon Licensor's request, Customer will confirm in writing that Customer has destroyed or has returned Licensed DI App and related Documentation in compliance with this section. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of a Licensed DI App license for cause will not restrict Licensor from pursuing any other remedies available to it, including injunctive relief, nor will it relieve Customer of its obligation to pay all fees that accrued prior to such termination.
- 11. U.S. Government Contracts Only.** If a Licensed DI App license is acquired under a United States government contract, Customer acknowledges that Licensed DI App, updates and associated Documentation are (i)"Commercial Computer Software" as defined in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (FAR) and in 48 C.F.R. 227.7014(a)(i) of the Department of Defense Federal Acquisition Regulations Supplement (DFARS), and (ii) are provided with only the commercial rights and subject to the restrictions described in this EULA.
- 12. Consent to Use of Data.** Customer agrees that [REDACTED] and Licensor may collect and use technical data and related information that is gathered periodically to facilitate the provision of software updates, product support, and other services (if any) to Customer related to the Licensed DI App. [REDACTED] and Licensor may use this information, as long as it is in a form that does not personally identify Customer or Customer's end customers, to improve their products or to provide services or technologies to Customer.

13. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED DI APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to Customer for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
14. **Choice of Law.** Except to the extent expressly provided in contract documents between [REDACTED] and Customer, this EULA and all matters arising out of or relating to this EULA, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
15. **Venue.** Licensor and Customer agree to submit to the personal and exclusive jurisdiction of the United States District Court for the Western District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Travis County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
16. **Survival.** The following sections of this EULA shall survive termination or expiration of this Agreement: 1 ("Scope"), 2 ("Additional Definitions"), 3 ("Licensor DI App License") except to the extent applicable license rights expire or are terminated in accordance with this Agreement, 5 ("Licensed DI App License Restrictions"), 6 ("Limited Licensed DI App Warranty"), 7 ("Licensor Disclaimer of Third Party Software Warranty"), 10 ("Effect of Termination for Cause"), 8 ("Warranty Disclaimer"), 11 ("U.S. Government Contracts Only"), and 14 ("Survival").



SCHEDULE E-2

EQUIPMENT ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is governed by the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents.
2. **Additional Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:
 - “**Equipment**” means [REDACTED] Equipment and Third-Party Equipment. For avoidance of doubt, Equipment is a “Product” as that term is used in the Agreement.
 - “**Firmware**” means the object code version of software embedded in Equipment. For avoidance of doubt, Firmware is part of a “Product” as that term is used in the Agreement.
 - “**[REDACTED] Equipment**” means equipment listed on an Order Document for sale to Customer under this Agreement that is manufactured by or on behalf of [REDACTED]
 - “**Third-Party Equipment**” means equipment listed on an Order Document for sale to Customer under this Agreement that is not manufactured by or on behalf of [REDACTED] and is expressly identified as Third-Party Equipment on the applicable Order Document.
 - “**Warranty Period**” means the [REDACTED] Equipment warranty period specified on the attached [REDACTED] Equipment Warranty Table, if no other applicable Warranty Period is specified in the Order Document, or the Warranty Period set forth in the Order Document, if the Order Document specifies the applicable Warranty Period.
3. **Ordering Equipment.** Customer shall order Equipment by issuing a Purchase Order to [REDACTED] in accordance with this Agreement.
4. **Invoicing.** [REDACTED] will invoice Customer for Equipment and prepaid shipping costs incurred by [REDACTED] upon the date of shipment.
5. **Ordering, Lead Time & Ship Date.** Scheduled shipping dates will be assigned by [REDACTED] as close as possible to Customer’s requested date based on [REDACTED] then-current lead times for the Equipment. Upon Customer’s request, [REDACTED] will communicate current lead times. [REDACTED] will also communicate scheduled shipping dates in the order acknowledgment or on [REDACTED] customer portal.
6. **Order Cancellation & Rescheduling.** Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by [REDACTED] acting reasonably, or in accordance with the terms of an Order Document.





7. **Forecasts.** Each month Customer will provide [REDACTED] with a rolling, nonbinding, minimum 12-month forecast of Customer's anticipated Equipment demand.
8. **Shipment, Title & Risk of Loss.** [REDACTED] will ship Equipment at Customer's expense to the delivery location specified in the applicable Purchase Order (the "**Delivery Location**"). Customer will reimburse [REDACTED] for all reasonable costs actually incurred by [REDACTED] to ship Equipment to the Delivery Location. Title and risk of loss for Equipment will pass to Customer upon delivery at the Delivery Location.
9. **Inspection.** [REDACTED] will inspect and test all [REDACTED] Equipment prior to shipment to the Delivery Location. Within thirty (30) days after delivery at the Delivery Location, Customer may return any [REDACTED] Equipment in accordance with this Section that (i) fails any acceptance testing criteria set forth in an Order Document or otherwise agreed to by the Parties in writing, or (ii) has visible damage at the time of delivery by [REDACTED] designated carrier ([REDACTED] Equipment described in item (i) or (ii) is referred to herein as "**Nonconforming Equipment**"). Customer must report Nonconforming Equipment to [REDACTED] with thirty (30) calendar days of delivery thereof at the Delivery Location or the applicable [REDACTED] Equipment will be considered accepted by Customer (the "**Inspection Window**"); provided, however that acceptance by Customer does not waive the Parties' rights and obligations under Section 13 ("**Equipment Warranty**") with respect to any [REDACTED] Equipment. If Customer properly notifies [REDACTED] of Nonconforming Equipment within the applicable Inspection Window: (a) Customer will promptly return the Nonconforming Equipment to a repair facility designated by [REDACTED] in accordance with [REDACTED] instructions, (b) [REDACTED] will pay the cost of shipping Nonconforming Equipment to the repair facility designated by [REDACTED] (c) [REDACTED] will repair or replace the Nonconforming Equipment, and ship repaired or replacement [REDACTED] Equipment to the Delivery Location, at [REDACTED] expense, and (d) Customer's payment obligations with respect to the Nonconforming Equipment under Article 4 ("Payments") of *Schedule C* to the Agreement shall be suspended until such Nonconforming Equipment has been repaired or replaced and delivered to the Delivery Location.
10. **Documentation.** [REDACTED] will make its standard Documentation for [REDACTED] Equipment available via download. [REDACTED] will provide Customer with download instructions.
11. **Equipment Firmware.** The purchase of [REDACTED] Equipment includes a nonexclusive license under [REDACTED] copyrights to use Firmware in [REDACTED] Equipment. The license to any Firmware in Third-Party Equipment purchased by Customer through [REDACTED] shall be between Customer and the manufacturer of the Third-Party Equipment.
12. **Returns.** Except as provided in Section 9 above and Section 12 below, [REDACTED] does not accept returns of [REDACTED] Equipment unless: (i) [REDACTED] shipped a product other than as specified in the Purchase Order, and (ii) the product is returned in accordance with [REDACTED] then current RMA policy and procedures. Customer returns of Third-Party Equipment will be subject to the terms of the applicable Third-Party Equipment manufacture.
13. **Equipment Warranty.** [REDACTED] warrants solely to Customer that (a) Supplier shall transfer clear title to [REDACTED] Equipment upon delivery at the Delivery Location in accordance

[REDACTED]

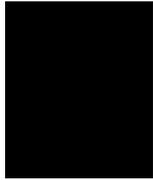
with Section 8 (“Shipment, Title & Risk of Loss”) free and clear of all liens and encumbrances, and (b) during the Warranty Period, [REDACTED] Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable [REDACTED] published specifications included in the Documentation. In the event of any breach of the warranty provided under sub-section (a), [REDACTED] will discharge, remove, or satisfy the applicable liens or encumbrance, at no additional charge. In the event of any breach of the warranties provided under sub-section (b), [REDACTED] will, at its option and expense: (i) repair or replace faulty [REDACTED] Equipment under warranty after it has been returned to an [REDACTED] repair facility during the Warranty Period in accordance with [REDACTED] then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if [REDACTED] determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, [REDACTED] will provide Customer with a depreciated refund of the purchase price for the applicable [REDACTED] Equipment. Unless otherwise set forth in an Order Document or agreed to by the Parties in writing, Customer will pay the cost of returning [REDACTED] Equipment to the [REDACTED] designated repair facility and [REDACTED] will pay the cost of returned repaired or replacement [REDACTED] Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of [REDACTED] Equipment. Repaired and replacement [REDACTED] Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced [REDACTED] Equipment, whichever is longer. Additional warranty terms for specific [REDACTED] Equipment may be specified in the attached [REDACTED] Equipment Warranty Table or in an Order Document. For the sake of clarity, the foregoing remedies are Customer’s exclusive remedies and [REDACTED] sole obligation for breach of the express warranties in this paragraph, but do not impact the validity or enforceability of other contractual claims Customer may have under this Agreement, even if such claims arise out of the same underlying act, omission or event giving rise to the [REDACTED] Equipment warranty claim. For example, if defective Equipment causes damage to or destruction of property and such defective Equipment constitutes negligence, reckless or willful actions or omissions of Supplier, Customer may bring an indemnification claim pursuant to Article 19 of *Schedule C*.

14. **[REDACTED] Equipment Warranty Exclusions.** The above warranty and additional warranty terms in the attached [REDACTED] Equipment Warranty Table do not cover [REDACTED] Equipment in poor operating condition due to: (a) changes made to [REDACTED] Equipment without [REDACTED] prior written consent, unless contemplated in the Documentation; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that [REDACTED] has not provided to Customer, contemplated in the Documentation or approved in writing for use with [REDACTED] Equipment; (c) Customer’s or a third party’s misuse, abuse, negligence, or failure to install, test, handle or operate [REDACTED] Equipment in accordance with its Documentation; (d) a Force Majeure Event; or (e) incorrect data, or data entry or output by Customer or a third party not under [REDACTED] control. Additional warranty exclusions for specific [REDACTED] Equipment may be specified in the attached [REDACTED] Equipment Warranty Table. Customer may request that [REDACTED] repair [REDACTED] Equipment damaged by any of the foregoing; if [REDACTED] agrees to make such repairs, Customer may be charged additional Fees.
- [REDACTED]



- 15. Integration of [REDACTED] Equipment.** In the event of a breach of warranty with respect to [REDACTED] Equipment purchased for integration into third-party devices or other third-party hardware, Customer must initiate warranty service for such [REDACTED] Equipment from the third-party integrated device provider. [REDACTED] will interface with the third-party integrated device provider with respect to returning, repairing, or replacing any such [REDACTED] Equipment in accordance with Section 13 above. Any so-called “cracking” fees (i.e., fees charged by the third-party integrated device provider to inspect the integrated device) will be agreed to and paid for between [REDACTED] and the third-party integrated device provider and will not be the responsibility of Customer.
- 16. Third-Party Equipment Warranty.** [REDACTED] is not the manufacturer of the Third-Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. [REDACTED] will pass through to Customer, or make commercially reasonable efforts to enforce on Customer’s behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.
- 17. End of Sale.** [REDACTED] will provide Customer with no less than one hundred and eighty (180) days’ notice before discontinuing the sale of any [REDACTED] Equipment set forth in an Order Document. During the foregoing notice period, Customer may place “last time buy” Purchase Orders for the any [REDACTED] Equipment identified in the end of sale notice. [REDACTED] will provide Customer with any end of sale notice for Third Party Equipment that [REDACTED] receives from the Third-Party Equipment manufacturer.
- 18. Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (“Relationship to General Terms and Conditions”), 2 (“Additional Definitions”), 4 (“Invoicing”), 6 (“Order Cancellation & Rescheduling”), 8 (“Shipment, Title & Risk of Loss”), 11 (“Equipment Firmware”), 12 (“Returns”), 13 (“[REDACTED] Equipment Warranty”), 14 (“[REDACTED] Equipment Warranty Exclusions”), 15 (“Integration of [REDACTED] Equipment”), 16 (“Third-Party Equipment”) and 18 (“Survival”).





Equipment Warranty Table

Product or Repair Service	Warranty Period and Additional Warranty Terms						
100W and 100W+ series Water Module (including battery)	<p>Each 100W and 100W+ series Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:</p> <p>Warranty Period: 10 years from date of shipment</p> <p>Discount Period: If a 100W or 100W+ series Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “Discount Period”), subject to applicable warranty exclusions under Section 13 (Equipment Warranty Exclusions), will provide Customer with a discount off then-current list price for any available water module to replace the failed 100W or 100W+ series Water Module (including battery) per the discounts set forth below:</p> <table border="1" data-bbox="657 1115 1414 1325"> <thead> <tr> <th>Discount Period</th> <th>Discount</th> </tr> </thead> <tbody> <tr> <td>Years 1 through 5</td> <td>50%</td> </tr> <tr> <td>Years 6 through 10</td> <td>25%</td> </tr> </tbody> </table> <p>does not guarantee that replacement water modules will be backwards compatible.</p> <p>Warranties on 100W and 100W+ series Water Modules shall be void if the module is used in connection with a third-party reading system that has not been approved by in writing.</p>	Discount Period	Discount	Years 1 through 5	50%	Years 6 through 10	25%
Discount Period	Discount						
Years 1 through 5	50%						
Years 6 through 10	25%						
CAM	Warranty Period: 5 years from date of shipment						
Gen5 Riva electricity meters	Warranty Period: 3 years from date of shipment						
Intelis Gas Meter	Warranty Period: 3 years from date of shipment						
OpenWay Riva Leak Sensor	Warranty Period: 5 years from date of shipment						





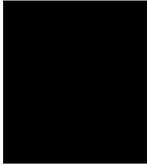
Product or Repair Service	Warranty Period and Additional Warranty Terms						
<p>OpenWay Riva Water Module (including battery)</p>	<p>Each OpenWay Riva Water Module (including battery) receives a 20-year warranty consisting of 10 years of warranty coverage under Section 12 (█ Equipment Warranty) followed by 10 years of discounts against replacement products, as described below:</p> <p>Warranty Period: 10 years from date of shipment</p> <p>Discount Period: If a OpenWay Riva Water Module (including battery) fails during the ten-year period following expiration of the applicable Warranty Period (the “<i>Discount Period</i>”), subject to applicable warranty exclusions under Section 13 (█ Equipment Warranty Exclusions), █ will provide Customer with a discount off █ then-current list price for any available █ water module to replace the failed OpenWay Riva Water Module per the discounts set forth below:</p> <table border="1" data-bbox="657 1003 1414 1213"> <thead> <tr> <th>Discount Period</th> <th>Discount</th> </tr> </thead> <tbody> <tr> <td>Years 1 through 5</td> <td>50%</td> </tr> <tr> <td>Years 6 through 10</td> <td>25%</td> </tr> </tbody> </table> <p>█ does not guarantee that replacement water modules will be backwards compatible.</p> <p>Warranties on OpenWay Riva Water Module shall be void if the module (1) is used in connection with a third-party reading system that has not been approved by █ in writing, (2) is configured to other than factory default network settings of 60 minutes of interval data, three network transmissions per day, or (3) exceeds 5 firmware downloads over the life of the product.</p>	Discount Period	Discount	Years 1 through 5	50%	Years 6 through 10	25%
Discount Period	Discount						
Years 1 through 5	50%						
Years 6 through 10	25%						
<p>METRIS Meters and I-250 Meters</p>	<p>Additional Warranty Terms: █ warrants that eighty five percent (85%) or more of the METRIS Meters and I-250 Meters shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open</p>						





Product or Repair Service	Warranty Period and Additional Warranty Terms
	and check) (“ Calibration Warranty ”). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter and I-250 Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.
Repairs or updates for out-of-warranty electricity meters	Additional Warranty Terms: [REDACTED] shall perform the repairs or updates with reasonable care and in a diligent and competent manner. [REDACTED] sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to [REDACTED] in writing within 90 days of shipment to receive the remedies described herein.
Socket Based Router, Pole Mounted Router, and Routing Node	Warranty Period: 3 years from date of shipment
Repairs or upgrades for out-of-warranty handhelds or Mobile Collectors	Additional Warranty Terms: [REDACTED] shall perform the repairs or updates with reasonable care and in a diligent and competent manner. [REDACTED] sole obligation in connection with repair or update failures shall be, at its option, to correct or re-perform repairs/updates or refund to Customer the amount paid for the repairs/updates. Customer must report any deficiencies in repair work to [REDACTED] in writing within 90 days of shipment to receive the remedies described herein.
All other [REDACTED] Equipment not listed above	Warranty Period: 1 year from date of shipment





SCHEDULE E-3

MAINTENANCE & SUPPORT SERVICES ADDENDUM

- 1. Relationship to General Terms and Conditions.** This Addendum is governed by the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents.
- 2. Additional Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Annual Adjustment**” means [REDACTED] annual price increase.

“**Annual Fees**” means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

“**Client Services Guidelines Documents**” means the following documents as they may be updated by [REDACTED] from time to time: “Product Contact Information Sheet”, “After Hours Support”, “[REDACTED] Equipment Repair Center Locations”, and “Working Effectively with [REDACTED] Global Services”. Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by [REDACTED] to Customer.

“**Covered Equipment**” means [REDACTED] equipment identified as “Covered Equipment” in an Order Document.

“**Covered Firmware**” means [REDACTED] network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

“**Covered Products**” mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

“**Covered Software**” means [REDACTED] software identified as “Covered Software” in an Order Document.

“**Error**” means a failure of Covered Firmware or Covered Software to conform in all material respects to the applicable [REDACTED] published specifications included in the Documentation.

“**Fix**” means a correction that cures, or workaround that reasonably addresses, the Error.

“**Global Support Services**” means those support services provided by [REDACTED] technical representatives via telephone, email, website or other means to assist Customer’s Primary Service Contacts with questions or issues related to the operation of Covered Products.



“Improvement” means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

“M&S Commencement Date” means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	First day of month following date Covered Software is made available to Customer
DI Apps	Date initial DI App licenses are allocated on the DI Platform for Customer DI Device download
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (1) validation of Software-as-a-Service implementation by [REDACTED] pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

“Maintenance Billing Cycle” means a period of one year beginning on January 1st of each calendar year.

“Maintenance Services” means services provided under this Addendum.

“Malicious Code” means any (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (ii) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the [REDACTED] Software, other than any control mechanism which limits the use of [REDACTED] Software to the purchased number of Endpoints and/or License Term.

“Operating Condition” means performance in accordance with the applicable published [REDACTED] specifications included in the Documentation.

“Primary Services Contacts” means Customer’s primary support staff who provides internal support to Customer’s operations personnel and who are key interface to [REDACTED] for all Maintenance Services.

“**Release**” means a collection of Fixes and/or Improvements made available by [REDACTED] to Customer.

“**Service Levels**” means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

“**Service Request**” means an [REDACTED] tracked Customer request for Global Support Services.

“**Third Party Covered Products**” means third-party equipment and third-party software expressly identified as “Third Party Covered Products” in an Order Document.

3. Maintenance Commitment; End of Support.

Except as otherwise expressed agreed by the Parties in the applicable Order Document, [REDACTED] may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by [REDACTED] to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer’s request, or as defined in a related SaaS addendum / Order Document, [REDACTED] may elect to provide custom support for products for which Maintenance Services have been discontinued at [REDACTED] then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, [REDACTED] shall have no obligation to provide Maintenance Services with respect to Covered Products for which [REDACTED] has discontinued Maintenance Services in accordance with this Section 3.

Periodically, [REDACTED] will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline [REDACTED] general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

4. Principal Services Contacts.

4.1. Designation by Customer. Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to [REDACTED] customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into [REDACTED] support tracking system. Although it is Customer’s sole right to choose its Primary Services Contacts, Customer and [REDACTED] acknowledge that each Primary Services Contact must have the

appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to [REDACTED] customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with [REDACTED] support personnel.

4.2. Training of Principal Services Contacts. Before a Primary Services Contact interfaces with [REDACTED] support personnel, he/she will attend training sessions offered by [REDACTED] an [REDACTED] approved trainer, or Customer's training program approved by [REDACTED] to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform [REDACTED] approved training or may engage [REDACTED] to perform training of Primary Services Contacts at [REDACTED] then current rates. [REDACTED] will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an [REDACTED] designated facility (e.g., at a Customer-proposed facility), [REDACTED] pre-approved travel-related expenses will be reimbursed by Customer. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. [REDACTED] may update Covered Product training from time to time and, upon receiving notice of such updates from [REDACTED] Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

5. Global Support Services & Service Requests.

5.1. Global Support Services. [REDACTED] will make support representatives available to provide technical support during its then current normal business hours as set forth in the Product Contact Information Sheet included within the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or [REDACTED] professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

5.2. Service Request Process. Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and [REDACTED] will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-1 to this Addendum. [REDACTED] will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical.

5.3. Field Support. At Customer's request, and [REDACTED] approval, [REDACTED] will dispatch support

personnel to Customer's location to provide onsite Global Support Services (“**Requested Field Support**”) related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at [REDACTED] then-current rates, and Customer will reimburse [REDACTED] travel-related expenses, unless the cause of the reported problem is found to be the fault of [REDACTED].

6. [REDACTED] Firmware and Software Maintenance.

6.1. Scope. Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as any of the following: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription for software residing in the [REDACTED] cloud.

6.2. Modifications. [REDACTED] may modify Covered Firmware and Covered Software at no cost to Customer so long as such modifications conform in all material respects with the applicable published [REDACTED] specifications included in the Documentation for the Covered Firmware or Covered Software being modified or replaced.

6.3. Fixes. [REDACTED] shall provide Fixes in accordance with the Service Levels; provide, however, that [REDACTED] shall be relieved from complying with the Service Levels to the extent Customer's failure to comply with this Section prevents [REDACTED] from doing so. Customer shall (i) devote the same level of effort to resolving the Error as is required of [REDACTED] (ii) respond to requests made by [REDACTED] within the applicable Response Time, (iii) assign only qualified personnel to help [REDACTED] address the Error, and (iv) provide all information, access, and assistance reasonably requested by [REDACTED] to address the Error.

6.4. Improvements. [REDACTED] shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to [REDACTED] customers generally at no charge. Improvements released as new add-on modules/features and not part of the products original specifications, may require additional licensing and support fees and will be made available at [REDACTED] then current rates.

6.5. Malicious Code. So long as Customer maintains continuous and uninterrupted Maintenance Services for the applicable Covered Software, [REDACTED] warrants solely to Customer that prior to making a Release available to Customer, [REDACTED] shall take commercially reasonable precautions, in accordance with industry standards, to detect and prevent the introduction of Malicious Code into that Release. In the event of any breach of the warranty provided under this Section, [REDACTED] will (a) at its option, repair or replace Covered Software to remove any introduced Malicious Code, and (b) exercise commercially reasonable efforts, at no additional charge, to eliminate and reduce the effects of any Malicious Code introduced as a result of the breach and, if such Malicious Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques. The warranty provided under this Section is subject to the exclusions set forth in Section 6.15

(“Exclusions”) and the remedies provided under this Section are Customer’s exclusive remedies and [REDACTED] sole obligation for breach of that warranty, but do not impact the validity or enforceability of other contractual claims Customer may have under this Agreement, even if such claims arise out of the same underlying act, omission or event giving rise to the Malicious Code claim. For example, if Malicious Code causes a Data Security Breach, Customer may bring a claim and seek remedies for such Data Security Breach in accordance with the Data Security Rider in *Schedule H*.

6.6. Software Releases.

6.6.1. Release Numbering Convention. Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, [REDACTED] current practice (which may be changed by product, at any time in [REDACTED] discretion) is to provide Software Releases using the numbering guideline, “X.X.X.X”

6.6.2. The first place, “X.X.X.X”, in [REDACTED] numbering convention refers to a “**Major Release**”, or “System Release”, which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

6.6.3. The second place, “X.X.X.X”, in [REDACTED] numbering convention refers to a “**Minor Release**”, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3rd party updates. Minor Release are provided to [REDACTED] customers on a regularly scheduled basis.

6.6.4. The third place “X.X.X.X”, in [REDACTED] numbering convention refers to a “**Service Pack**”, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

6.6.5. The fourth place, “X.X.X.X”, in [REDACTED] numbering convention refers to a “**Hot Fix**,” which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all [REDACTED] software product lines, Hot Fix releases are not made available to [REDACTED] customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

6.7. Support for Covered Firmware. [REDACTED] will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of being made available to Customer, and (ii) tests and installs the latest

Covered Firmware Improvement within twenty-four (24) months of being made available by [REDACTED]

6.8. Support for On Premise [REDACTED] Enterprise Edition and UIQ Software. [REDACTED] will only provide Maintenance Services for on premise [REDACTED] Enterprise Edition and UIQ software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within thirty-six (36) months of such Software Release being made available by [REDACTED]

6.9. Support for Other On Premise Covered Software. [REDACTED] will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by [REDACTED]

6.10. Support for SaaS or IaaS. [REDACTED] will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by [REDACTED] either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

6.11. Support for Unsupported [REDACTED] Software and Firmware. At Customer's request, [REDACTED] may elect to provide Maintenance Services for an unsupported Release at its then-current rates.

6.12. Mandatory Revisions. Customer must use commercially reasonable efforts to install all on premise Mandatory Revisions. "Mandatory Revisions" are releases intended to address an Error, a material security breach, or a third-party infringement claim or suit of any kind. [REDACTED] DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S FAILURE TO INSTALL AN ON PREMISE MANDATORY REVISION IN A TIMELY FASHION.

6.13. Installation Services for On Premise Releases. Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on [REDACTED] approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, [REDACTED] may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. [REDACTED] will install Releases to Covered Software sold as a Software-as-

a-Service or Infrastructure-as-Service subscription in accordance with the applicable terms and conditions for such services.

6.14. Restoring Firmware or Software to Maintenance Services. If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify ██████ in writing of its request for Maintenance Services and pay ██████ then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

6.15. Exclusions. ██████ shall have no obligation to provide Maintenance Services to the extent Errors are caused by (i) use of Covered Firmware or Covered Software by anyone other than ██████ in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than ██████ (iii) Customer's failure to perform Customer responsibilities describe in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than ██████ (v) Customer's failure to implement an on premise Mandatory Revision; or (vi) maintenance and/or support of Covered Firmware or Covered Products other than by ██████ Notwithstanding the foregoing exclusions, at Customer's request, the Parties will negotiate customer support and applicable fees for unsupported versions of Covered Firmware and/or Covered Software.

6.16. Documentation and Backup. ██████ will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. ██████ will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by ██████ as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and managed its Covered Firmware or on-premise software installation as part of ongoing system operation.

6.17. Customer Responsibilities. The provision of Maintenance Services for Covered Firmware or Covered Software by ██████ assumes that Customer will facilitate such services as follows:

6.17.1. Service Requests. Customer will support ██████ investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions



and workarounds recommended by [REDACTED] in a timely fashion. When escalating a Service Request with [REDACTED] Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

6.17.2. Data Review. If [REDACTED] determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with [REDACTED] standard test data sets, Customer will provide [REDACTED] with reasonable access to such data. [REDACTED] shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to [REDACTED]

6.17.3. Installation and Upgrades. Customer will engage [REDACTED] Global Support Services or their [REDACTED] account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

6.17.4. Remote Access. Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by [REDACTED] support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. [REDACTED] shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to [REDACTED]

6.17.5. System Configuration, Operation and Maintenance. Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will consult with [REDACTED] prior to making any material changes that may affect the installation or operation of on premise Covered Software.

6.17.6. Network Administration. Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published [REDACTED] specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

6.17.7. Database Administration. Customer is responsible to administer the agreed upon



database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

7. [REDACTED] Equipment Maintenance.

7.1. Preventive and Corrective Maintenance. Upon receipt of an item of Covered Equipment, [REDACTED] shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

7.2. Maintenance Procedures. Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable [REDACTED] Certified Repair Center identified on the [REDACTED] Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with [REDACTED] then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under [REDACTED] RMA procedures, [REDACTED] shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, [REDACTED] shall provide the applicable Maintenance Services and return the item of Covered [REDACTED] Equipment to Customer at [REDACTED] expense within the applicable turnaround time identified on the [REDACTED] Equipment Repair Table. If [REDACTED] determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then [REDACTED] will proceed in accordance with the estimation fees section below.

7.3. Exclusions. Covered Equipment Maintenance Services do not include repairs required for: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published [REDACTED] specifications included in the Documentation; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by [REDACTED] (iii) use of parts, configurations or repair depots not certified or authorized by [REDACTED] or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

- 7.4. Estimation Fees.** [REDACTED] will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which [REDACTED] determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, [REDACTED] will return the item of equipment at Customer's expense and [REDACTED] may charge Customer its then-current inspection fee.
- 7.5. Adding/Restoring Equipment to Maintenance Services.** Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, [REDACTED] may, prior to such equipment being included as Covered Equipment, inspect such equipment at [REDACTED] then current rates to determine whether it is in Operating Condition and/or charge [REDACTED] then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "**Re-initiation Costs**"). At Customer's request, [REDACTED] will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.
- 7.6. Equipment Responsibilities.** [REDACTED] shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist [REDACTED] with performing Maintenance Services
- 8. Fees and Invoicing.** As compensation for the Maintenance Services, Customer shall, in advance, pay to [REDACTED] Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. [REDACTED] shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, [REDACTED] shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing [REDACTED] with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, [REDACTED] shall provide Customer with an invoice for Annual Fees payable by Customer for the forthcoming Maintenance Billing Cycle. [REDACTED] may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S

Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

9. Support for Third Party Products. [REDACTED] shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, [REDACTED] shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, [REDACTED] sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

10. Survival. The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 ("End of Support"), 6.7 ("Exclusions"), 7.4 ("Exclusions"), Section 8 ("Fees and Invoicing") and 10 ("Survival").

Attachment 1 to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
-----------------------	-----------------------	-------------------------------------	-------------------



<p>Severity Level 1*</p> <p>Business Impact: Critical Impact / System Down. A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue.</p> <p>Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down</p>	<p>During regular business-hours █████ will begin the Service Request process during Customer's initial call.</p> <p>During after-hour periods, █████ will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process.</p> <p>Following the start of the Service Request process █████ will respond to Customer's Service Request within two (2) business hours with an investigation response.</p> <p>█████ will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties.</p> <p>Customer will respond to an █████ inquiry or request within three (3) hours.</p>	<p>█████ will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to:</p> <ul style="list-style-type: none"> i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4. <p>Customer Support Staff must be available 24x7 to work cooperatively with █████ continuously until such time restoration is achieved.</p>	<p>An unresolved Service Request shall be escalated to █████ management as follows:</p> <p>After 30 minutes: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 16 hours: Director, Global Support Services</p> <p>After 48 hours: Service Request. Vice President, Services and Delivery</p> <p>After 72 hours: President, █████</p>
---	---	---	--

<p>Severity Level 2*</p> <p>Business Impact: Major impact, degraded</p> <p>Operation. An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion.</p> <p>Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.</p>	<p>During regular business-hours [REDACTED] will respond to Customer regarding Service Request within one (1) business day.</p> <p>While Service Request remains unresolved, [REDACTED] will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties.</p> <p>Customer will respond to an [REDACTED] inquiry or request within one (1) business day.</p>	<p>[REDACTED] will make diligent efforts during normal business hours to:</p> <ul style="list-style-type: none"> i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4. 	<p>An unresolved Service Request shall be escalated to [REDACTED] management as follows:</p> <p>After 1 hours: Technical Customer Support Team Lead</p> <p>After 8 hours: Manager, Technical Client Services</p> <p>After 24 hours: Director, Global Support Services</p> <p>After 30 Days: Vice President, Services and Delivery</p>
--	--	--	---

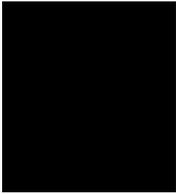


Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 3**</p> <p>Business Impact: Minor Business Impact, compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities.</p> <p>Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.</p>	<p>During regular business-hours █████ will respond to Customer regarding Service Request within two (2) business days.</p> <p>While Service Request remains unresolved, █████ will update the Service Request weekly, or as otherwise agreed by the parties.</p> <p>Customer will respond to an █████ inquiry or request within two (2) business days.</p>	<p>█████ will work during normal business hours to:</p> <ul style="list-style-type: none"> i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. 	

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p>Severity Level 4</p> <p>Business Impact: Standard Operations intact. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality</p> <p>Example:</p> <p>Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.</p>	<p>During regular business-hours [REDACTED] will respond to Customer regarding Service Request within three (3) business days.</p>	<p>[REDACTED] GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to [REDACTED] product and delivery teams.</p>	

* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.



SCHEDULE E-4

MANAGED APPLIANCE ADDENDUM

- 1. Relationship to General Terms and Conditions.** This Addendum is governed by the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents.
- 2. Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Anchor Read**” means the “register values” stored once daily in a register in the Communication Module as installed in the Endpoint (usually at midnight).

“**Application Availability**” means the total number of minutes in a calendar month that Software in a production environment on the Managed Appliance is (1) available via (a) a web browser client and (b) web services interface; and (2) operating without any Severity Level 1 Errors (as defined in *Schedule E-3* (Maintenance & Support Services Addendum)). A determination of availability will be based on 24x7 accessibility, less any exclusions set forth in the Addendum. This metric will be measured by simulating a login to the Software with a valid username/password. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., “Presentation Layer”, “Application Tier”, and “Database”).

“**Commencement Date**” means the date Customer first logs into the Managed Appliance.

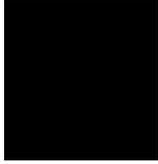
“**Communications Module**” means  network interface card that is installed in an Endpoint, Network Equipment, or other devices, connected to the network, regardless of whether it is based on radio frequency technology (also referred to as “NICs”) or cellular technology (also referred to as a “MicroAP”).

“**Endpoints**” means and includes any device into which a Communications Module has been installed (including, but not limited to, AMI Meters) or other device identified as such in the Order Documents.

“**Equipment**” means all materials, supplies, manufactured equipment (including the Endpoints, Managed Appliances and Network Equipment), parts, components, firmware, hardware, appliances, and appurtenances thereto and related accessories that  provides for operation of the Managed Appliance.

“**Malicious Code**” means any (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (ii) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the  Software, other than any control mechanism which limits the use of  Software to the purchased number of Endpoints and/or License Term.





“**Managed Appliance Fees**” means annual fee for Managed Appliance Services identified in the applicable Order Document or Pricing Summary.

“**Managed Appliance**” means the Customer-owned, leased or licensed headend appliance that runs Software and may include one or more operating environments, such as production, test, and/or data recovery.

“**Managed Appliance Services**” means the arrangement in which [REDACTED] operates and maintains Software on a Managed Appliance located in Customer’s or [REDACTED] data center(s).

“**Network**” means the communications network that [REDACTED] will deliver to Customer that facilitates two-way wireless, “machine-to machine” data communications between the Endpoints and the Managed Appliance so that the Software can communicate with the Endpoints.

“**Network Equipment**” means Access Points, Relays, SocketAPs and MicroAPs.

“**Software**” has the meaning set forth in *Schedule E-6* (Software Addendum) to the Agreement.

“**Optimization**” means the procedure by which the layout of the Network, Equipment configuration and implementation have been validated (“**Optimized**”) by performing active and passive tests to confirm that performance and redundancy meet the design specifications and other requirements of the Agreement. In accordance with the applicable Statement of Work, Optimization is to be executed in a on an Area-by-Area basis (or specified portion thereof), after a sufficient number of Endpoints have been deployed to achieve the required level of saturation of the mesh.

“**Provisioned**” means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: "active," "inactive," or "disconnected," and which has been Optimized, but which is not: (i) in a "discovered," "installed," "initializing," "unreachable" or "init_failed" state; or (ii) considered to be in the process of being deployed or being repaired under warranty. Endpoint operational states are defined in the Meter Lifecycle Reference document.

- 3. Term.** Unless otherwise set forth in the Order Document, the initial Managed Appliance Services term begins on the Commencement Date and ends one (1) year thereafter (“**Subscription Term**”). Thereafter, the Subscription Term will automatically renew for successive one-year periods, unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to commencement of the next renewal period. During the Subscription Term, [REDACTED] will provide Managed Appliance Services to Customer as set forth in this Addendum.





4. **Invoicing.** Unless otherwise set forth in the Order Document, [REDACTED] will invoice Customer for the first year of Managed Appliance Services upon the Commencement Date, and thereafter annually in advance.

5. **Software License.** The Software licensing provisions included in the Software Addendum attached as *Schedule E-6* to the Agreement apply to all Software managed by [REDACTED] under this Addendum.

6. **Managed Appliance Services.** In connection with [REDACTED] delivery of Managed Appliance Services, the Parties' respective responsibilities are as follows.

6.1. **[REDACTED] Responsibilities.** [REDACTED] will perform each of the following tasks:

6.1.1. Install, configure, and test Customer's network and external connections, including routers, switches, and firewalls associated with the Managed Appliance. To facilitate the installation of the network components and enable remote access, [REDACTED] will provide an on-site resource as set forth in a Statement of Work or as otherwise mutually agreed upon. Any on-site resource required beyond the period set forth in the Statement of Work or as otherwise agreed upon, will be provided by [REDACTED] at an additional fee.

6.1.2. Install, configure and test third-party software required for operation of the Managed Appliance Services.

6.1.3. Work with third party vendors to diagnose any problems with third party hardware and agree on a resolution plan. If necessary, [REDACTED] will coordinate with Customer and arrange for third party vendor access to Customer's data center.

6.1.4. Provide server, database, storage and application administration for the relevant environments, including configuration management as well as the gathering and analyzing of operations statistics and trends. [REDACTED] will manage, operate, maintain, and monitor the managed appliance twenty-four (24) hours per day, every day of the year. [REDACTED] will execute such administration and monitoring remotely from its Network Operations Center. When an incident triggers an alert, [REDACTED] will communicate with Customer as set forth in a Maintenance and Support Addendum, track the incident, troubleshoot the problem, and escalate to [REDACTED] subject matter experts or third-party vendors as needed. Customer will cooperate with reasonable requests that [REDACTED] makes as part of its efforts to respond to incidents.

6.2. **Customer Responsibilities.** Customer will:

6.2.1. Provide [REDACTED] with reasonable assistance for activities that require a physical presence (including without limitation, power cycle hardware, escort vendor technician to replace failed hardware, etc.). At Customer's request, [REDACTED] resources can be available at Customer's facilities as mutually scheduled for an additional fee.





6.2.2. Provide facilities to meet the network capabilities, space, power and cooling requirements for the Customer data center, and maintain the agreed-to hardware and software data storage solution.

6.2.3. If Customer is purchasing disaster recovery services, provide network connectivity between Customer's primary and secondary data centers to meet the RPO and RTO design requirements for disaster recovery.

7. Service Levels. [REDACTED] will maintain availability of the Managed Appliance in accordance with the service levels set forth in Attachment 1 (Service Levels).

8. Network Connectivity. [REDACTED] and Customer will maintain multiple connections between the Managed Appliance, secondary data center, and [REDACTED] network operations Centers. The connections will leverage existing Internet connections at each site and be used by [REDACTED] as a means of remote access to the Managed Appliance. Each Party shall be responsible for any expenses associated with Internet connectivity at their respective locations. Each Party will pay its expenses associated with VPN connectivity at its location and will provide ongoing monitoring and management of the VPN termination equipment. Any additional VPN connection or dedicated telecommunications circuits that Customer may require for its connectivity will be configured or installed and maintained at Customer's expense.

9. Incident Management. [REDACTED] will provide customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to [REDACTED] subject matter experts or third-party vendors, in accordance with the Maintenance and Support Addendum.

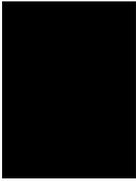
10. Malicious Code Warranty. [REDACTED] warrants solely to Customer that [REDACTED] shall take commercially reasonable precautions, in accordance with industry standards, to detect and prevent the introduction of Malicious Code into the Managed Appliance. The foregoing warranty does not apply to the extent Malicious Code is introduced into the Managed Appliance by: (i) modifications not made or approved by [REDACTED] in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install software in accordance with the applicable documentation, by Customer or a third party; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by [REDACTED] in writing; (vi) a Force Majeure Event; or (vii) viruses or security vulnerabilities introduced into the Managed Appliance through no fault of [REDACTED]. In the event of any breach of the warranty provided under this Section, [REDACTED] will (a) at its option, repair or replace the Managed Appliance to remove any introduced Malicious Code, and (b) exercise commercially reasonable efforts, at no additional charge, to eliminate and reduce the effects of any Malicious Code introduced as a result of the breach and, if such Malicious Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques. The remedies provided under this Section are Customer's exclusive remedies and [REDACTED] sole obligation for breach of the warranty provided under this Section, but do not impact the validity or enforceability of other contractual claims Customer may have under this Agreement, even if such claims arise out of the same underlying





act, omission or event giving rise to the Malicious Code claim. For example, if Malicious Code causes a Data Security Breach, Customer may bring a claim and seek remedies for such Data Security Breach in accordance with the Data Security Rider in *Schedule H*.

- 11. Backups and Restoration of Data.** Each business day, [REDACTED] will conduct daily backups of application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by Customer for testing or analysis purposes. If any data associated with Managed Appliance Services are corrupted or lost, [REDACTED] will restore from available backup storage upon [REDACTED] request. [REDACTED] will periodically test the restore capability of its backup solution.
- 12. Changes to the Managed Appliance.** [REDACTED] reserves the right to periodically update, improve, or discontinue components or functionality of the Managed Appliance, provided that such changes do not have a material adverse effect on the Managed Appliance or Customer and provided further that it gives Customer prior written notice of any such change.
- 12.1. Maintenance by [REDACTED]** [REDACTED] will perform maintenance on the Managed Appliance during a weekly four-hour maintenance window at a regularly scheduled time or as otherwise mutually agreed. The Maintenance Window will always be available to [REDACTED] but may not always be used.
- 12.2. Planned Changes.** For any planned change related to the Managed Appliance, [REDACTED] will follow its standard change management process and will implement the change during a Maintenance Window.
- 12.3. Urgent Changes.** [REDACTED] will attempt to notify Customer by email and phone in advance of any emergency change related to the Managed Appliance (“Urgent Change”). However, [REDACTED] will execute an Urgent Change even if no representative of Customer is reached or responds to such attempted notification before the Urgent Change commences. In such case, [REDACTED] will notify Customer within four (4) hours after completion of the Urgent Change.
- 12.4. Database Maintenance.** Unless otherwise mutually agreed in writing, [REDACTED] will purge data older than forty-five (45) days, other than Customer Content (as defined herein). Additional charges will apply for the retention of data beyond such forty-five (45) day period.
- 13. Failure to Comply.** Customer will notify [REDACTED] immediately if Customer suspects someone has obtained unauthorized access to the Managed Appliance. If [REDACTED] reasonably believes that Customer or any of Customer’s users have breached this Addendum, [REDACTED] may notify Customer of the breach and provide twenty-four (24) hours to rectify the issue.
- 14. Legal Process.** [REDACTED] may disclose information related to Customer’s use of the Managed Appliance, including Customer’s Content, as required by law, regulation or legal process (such as responding to a subpoena, warrant, audit, or agency action, or to prevent fraud).
- 



MANAGED APPLIANCE ADDENDUM

Attachment 1: Service Levels

1. **Service Level Triggers.** Each Service Level listed below will start to be enforceable, and to be reported on, upon the satisfaction of the condition noted below (each a “**Service Level Trigger**”).
2. **Availability Service Level.** The Service Level Trigger for the Application Availability service level is the Commencement Date.
 - 2.1. **Service Level.** Provided Customer has paid all Managed Appliance Fees, Application Availability will be at least 99.5%, measured and reported monthly beginning in the first full calendar month following the Commencement Date. Monthly Application Availability will be measured and calculated separately for each Software application that Customer has licensed. [REDACTED] records and data will be the sole basis for all Application Availability measurements and calculations.
 - 2.2 **Service Level Credits.** Customer will be entitled to credits for [REDACTED] failure to meet the foregoing target for the production environment only, as follows:

Application Availability (Production Environments Only)	
Monthly Availability Performance	Credit (% of monthly Managed Appliance Fee)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

3. **Meter Read Data Service Level.** The Service Level Trigger for Service Levels related to Meter Read Data is for Provisioned Endpoints within a given Optimization area. As each additional area is Optimized, [REDACTED] will identify the Endpoints that will be added to the set of Provisioned meters subject to the Service Levels.
 - 3.1. **Provisioned Integrated Meters.** For newly available data on the Communication Module, the UIQ system will gather and process Anchor Reads captured at midnight and all available previous collected interval reads from Provisioned Endpoints and deliver, via the “export” mechanism of the UIQ system no later than 6:00^{am}, at least ninety-eight percent (98.0%) of anchor reads and all available previously collected interval reads and no later than 2:00^{pm} that same day following the midnight read at least ninety-nine point zero percent (99.0%) of anchor reads.



- 3.2. Service Level Credits for Failure to Deliver Meter Read Data.** If [REDACTED] fails to meet the Provisioned Endpoint read data service levels described in Section e.1 above, the service level credits specified below.

Meter Read Data	
No. of Daily Failures in the Applicable Month	Credit (% of monthly Managed Appliance Fee)
1 – 3	0%
4 – 10	8%
11-15	15%
16 – 20	30%
21 +	50%

- 4. On Demand Requests.** The Service Level Trigger for Service Levels related to on demand requests is the Optimization of meters within a given Optimization area. As each additional area is Optimized, [REDACTED] will identify the meters that are Optimized, and such meters will be added to the set of provisioned meters subject to the Service Levels.

- 4.1. On-Demand Meter Read Requests.** The UIQ system will successfully execute at least ninety-eight percent (98.0%) of all on-demand anchor or interval read requests (collectively, on-demand meter read requests) made to provisioned meters.

Provided that the minimum number of on-demand anchor and interval meter read requests has been met as shown in the table below, if [REDACTED] fails to meet the on-demand Service Level, the following Credits apply:

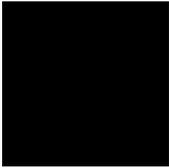
On Demand Requests	
% of On-Demand Meter Read Requests Successfully Executed in the Applicable Month	Credit* (% of monthly Managed Appliance Fee)
$\geq 98.0\%$ and 100.0%	0%
$\geq 95.0\%$ and $< 98.0\%$	5%
$\geq 90.0\%$ and $< 95.0\%$	20%
$\leq 90.0\%$	30%
*Credits will apply only if there is a minimum of 500 on-demand meter read requests in the applicable month. Multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt.	

- 4.2. On-Demand Remote Connect and Disconnect Requests (electric meters only).** The UIQ system will successfully execute at least ninety-eight percent (98.0%) of all on-demand remote connect and disconnect requests made to provisioned meters.

- 4.3. **Service Level Credits for On-Demand Requests.** Provided that the minimum number of on-demand remote connect and disconnect requests has been met as shown in the table below, if [REDACTED] fails to meet the on-demand Service Level, the following Credits apply:

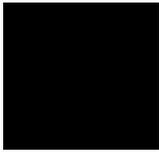
On Demand Remote Connect/Disconnect Requests	
% of On-demand Remote Connect Requests Successfully Executed in the Applicable Month	Credit* (% of monthly Managed Appliance Fee)
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	30%
*Service Level credits will apply only if there is a minimum of 500 on-demand remote connect requests in the applicable month. Multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt.	

5. **Service Level Report.** [REDACTED] will deliver a monthly service level report that identifies daily performance and monthly average. Upon customer request, if [REDACTED] does not meet the service level commitment, the report will give the reason the service level was not achieved and describe the corrective actions taken.
6. **Exclusions.** [REDACTED] shall not be liable for failing to meet a service level commitment to the extent such failure is attributable to any one or more of the following: (a) planned maintenance, unplanned urgent maintenance, or scheduled upgrades; (b) an event triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 11 of this Addendum; and (d) conditions beyond [REDACTED] reasonable control, such as (i) failure of any backhaul between the Managed Appliance and the meters, endpoints, or other devices; (iii) failures in external Internet or VPN configurations not managed by [REDACTED] (iv) a Force Majeure Event; (v) false reports of unavailability as a result of outages or errors of any [REDACTED] measurement system; (vi) an act or omission of Customer or third parties (other than [REDACTED] contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonable have been prevented by [REDACTED] (viii) failures of third-party equipment, hardware, software, or services not provided by [REDACTED] (ix) unexpected RF interference; and (x) Customer's delay in performing tasks designated as its responsibility in this Agreement.
7. **Remedies.** [REDACTED] will provide service level credits to Customer if [REDACTED] fails to meet the service level commitments specified in this Addendum. If [REDACTED] fails to meet more than one service level commitment in a single measurement month due to the same root cause, only the highest applicable service level credits will be credited to Customer. UNLESS



THE APPLICABLE ORDER DOCUMENT (EXCLUDING ANY ATTACHED SOW) EXPRESSLY PROVIDES ADDITIONAL OR DIFFERENT REMEDIES, THE SERVICE LEVEL CREDITS SPECIFIED IN THIS ADDENDUM WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR [REDACTED] FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED IN THIS ADDENDUM. FOR THE SAKE OF CLARITY, SUCH REMEDIES ARE SPECIFIC TO THE [REDACTED] FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED HEREIN AND DO NOT IMPACT THE VALIDITY OR ENFORCEABILITY OF OTHER CONTRACTUAL CLAIMS CUSTOMER MAY HAVE UNDER THIS AGREEMENT, EVEN IF SUCH CLAIMS ARISE OUT OF THE SAME UNDERLYING ACT, OMISSION OR EVENT GIVING RISE TO THE SERVICE LEVEL FAILURES. FOR EXAMPLE, IF [REDACTED] FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED IN THIS ADDENDUM IS DUE TO AN ERROR IN COVERED SOFTWARE, THE ERROR SHALL BE ADDRESSED BY [REDACTED] IN ACCORDANCE WITH *SCHEDULE E-3* (MAINTENANCE & SUPPORT SERVICES ADDENDUM).





SCHEDULE E-5

PROFESSIONAL SERVICES ADDENDUM

1. **Relationship to General Terms and Conditions.** This Addendum is subject to the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents.

2. **Additional Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Change**” means a change to the scope of Professional Services or related deliverables to be provided by [REDACTED] under a Statement of Work.

“**Change Request**” means a request made by [REDACTED] or by Customer for a Change.

“**Change Order**” means a written document describing a Change agreed to by [REDACTED] and Customer that is signed by both Parties.

“**Professional Services**” means professional services such as installation services, implementation services, consulting services and project management services and other similar services described in a Statement of Work, but excluding cloud services, managed services and support and maintenance services.

3. **Statement of Work Requirement.** [REDACTED] has no obligation to provide Professional Services in the absence of a Statement of Work agreed to by [REDACTED] and the Customer and a Purchase Order issued by Customer to purchase Professional Services under that Statement of Work. Customer shall order Professional Services by issuing a Purchase Order to [REDACTED] in accordance with this Agreement.

4. **Expenses & Invoicing.** [REDACTED] will invoice Customer for Professional Services and related expenses in accordance with Article 3 (“Professional Services Invoicing and Expenses”) of *Schedule C* (Terms and Conditions).

5. **Customer Responsibilities.** Customer shall timely perform all its assigned roles, responsibilities and tasks under each Statement of Work using qualified personnel. Customer shall also provide [REDACTED] with reasonable cooperation with respect to the Professional Services, including for example, by providing [REDACTED] with reasonable access to Customer’s facilities, service territory, personnel, systems, and information.

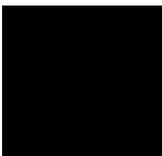
6. **Reference Information.** If Customer provides [REDACTED] any designs, technical information, or other information required by [REDACTED] to provide Professional Services and/or related deliverables (collectively, “**Reference Information**”), [REDACTED] shall be entitled to reasonably rely on the accuracy of such information and documents. To the extent Customer’s failure to provide accurate and complete Reference Information results in any delay or increases [REDACTED] cost of performing Professional Services, [REDACTED] shall promptly notify Customer of such delay or increase in costs and the delay shall be excused. [REDACTED] will provide Customer with reasonable





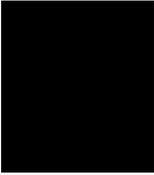
evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances. If agreed to by Customer (which agreement shall not be unreasonably withheld), [REDACTED] shall have the right to increase its Fees as necessary to offset its increased costs caused by Customer's failure to adhere to Customer's responsibilities and requirements.

- 7. Delays.** To the extent Customer's failure to adhere to Customer's responsibilities and requirements under an Order Document or Statements of Work results in any delay or increases [REDACTED] cost of performing Professional Services, [REDACTED] shall promptly notify Customer of such delay or increase in costs and the delay shall be excused. [REDACTED] will provide Customer with reasonable evidence of its increased costs of performing the Professional Services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances. If agreed to by Customer (which agreement shall not be unreasonably withheld), [REDACTED] shall have the right to increase its Fees as necessary to offset its increased costs caused by Customer's failure to adhere to Customer's responsibilities and requirements.
 - 8. Express Warranties for Professional Services.** [REDACTED] warrants to Customer that Professional Services will be provided by personnel with the requisite experience, skills, knowledge, training, and education and in a timely, professional, and workmanlike manner in accordance with the applicable Statement of Work.
 - 9. Remedies.** In the event of any noncompliance by [REDACTED] with the express warranties provided above for Professional Services, [REDACTED] shall correct the noncompliance within a reasonable period of time under the circumstances, if Customer gives [REDACTED] written notice (which notice must describe the noncompliance in sufficient detail to enable [REDACTED] to provide the required corrective action) within ninety (90) days of performance of the applicable noncompliant Professional Services. If [REDACTED] in its reasonable discretion, is unable to correct the noncompliance, it will refund to Customer a pro-rata amount paid for the nonconforming Professional Services. For the sake of clarity, the foregoing remedies are not intended to limit other remedies Customer may have pursuant to this Agreement.
 - 10. Change Requests & Change Orders.** Either Party may propose a Change Request. All Changes must be approved pursuant to the Change Order. The Parties will adhere to any Change Request procedures set forth in the applicable Order Document or Statement of Work. If [REDACTED] receives a Change Request from Customer, [REDACTED] will prepare and submit a proposed Change Order to Customer describing the Change and associated fees. No Change Order will be binding upon Customer or [REDACTED] unless signed by authorized representatives of both Parties. All Change Orders will be governed by the terms and conditions of this Agreement.
 - 11. Project Deliverables.** [REDACTED] shall provide Customer with project-related documentation and other deliverables identified in the applicable Statement of Work. Customer shall have a non-exclusive, non-transferable license to use such documentation and other deliverables for Customer's and its Affiliates' internal businesses in furtherance of the purpose for which they were provided by [REDACTED]. For clarity, the foregoing license does not apply to software or firmware licensed by Customer under other Addenda to this Agreement.
 - 12. Survival.** The following sections of this Addendum shall survive termination or expiration of
- 



this Agreement or any Order Document or Statement of Work: 1 (“Relationship to General Terms and Conditions”), 2 (“Additional Definitions”), 3 (“Statement of Work Requirement”), 4 (“Expenses & Invoicing”), 6 (“Reference Information”), 7 (“Delays”), 8 (“Express Warranties for Professional Services”), 9 (“Remedies”), 11 (“Project Deliverables”), and 12 (“Survival”).





SCHEDULE E-6

SOFTWARE ADDENDUM

- 1. Relationship to General Terms and Conditions.** This Addendum is subject to the Master Products and Services Procurement Agreement (the “**Agreement**”) and applicable Order Documents.
- 2. Additional Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Authorized Installations**” means instances of [REDACTED] Software (other than DI Apps, as defined in *Schedule E-1*) installed on environments at Customer premises, which may include up to one production environment and one non-production environment, unless additional environments are agreed to in an Order Document.

“**Customer Personnel**” means employees of Customer, Affiliates of Customer and third-party contractors to Customer.

“**Endpoints**” means a physical device (e.g., a meter, encoder-receiver-transmitter module, or other measuring, monitoring or sensing device) capable of being used in connection with [REDACTED] Software.

“**[REDACTED] Software**” means the machine readable (object code) version of computer programs listed on an Order Document to be licensed to Customer under this Agreement that are developed by or on behalf of [REDACTED]. For the avoidance of doubt, [REDACTED] Software includes [REDACTED] DI Apps (as defined in *Schedule E-1*) that are licensed to Customer under this Agreement.

“**License Term**” means the duration of the [REDACTED] Software license granted by [REDACTED] to Customer as specified in the applicable Order Document.

“**Malicious Code**” means any (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (ii) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the [REDACTED] Software, other than any control mechanism which limits the use of [REDACTED] Software to the purchased number of Endpoints and/or License Term.

“**Software**” means [REDACTED] Software and Third-Party Software. For avoidance of doubt, Software is a “Product” as that term is used in the Agreement.

“**Software Warranty Period**” means a period of 90 days from the date of license allocation on the DI Platform (as defined in *Schedule E-1*) for Customer download with respect to DI Apps, or the date of first log in access to the applicable [REDACTED] Software by Customer or a



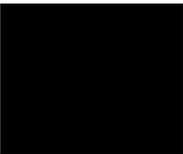
Customer Personnel with respect to other Software, unless otherwise specified in the applicable Order Document.

“**Territory**” means the country in which Supplier delivers Products and Services to Customer, unless otherwise specified in the applicable Order Document.

“**Third-Party Software**” means the machine readable (object code) version of computer programs listed on an Order Document to be licensed to Customer by a third-party and that are not developed by or on behalf. For avoidance of doubt, Software will not be deemed Third-Party Software unless expressly identified as Third-Party Software in the applicable Order Document. For the avoidance of doubt, Third-Party Software includes Third Party DI Apps (as defined in *Schedule E-1*) that are licensed to Customer under this Agreement.

3. **Ordering Software.** Customer shall order Software by issuing a Purchase Order to in accordance with this Agreement.
4. **Invoicing.** will invoice Customer for Fees due for Software upon the date of delivery.
5. **Software License Grant.** Subject to Customer’s payment of all applicable license fees, hereby grants to Customer and Customer Personnel a non-exclusive, non-transferable (except as set forth in Section 5.3 (“Binding Nature and Assignment”) of the main body of the Agreement), irrevocable license during the License Term to use Authorized Installations of Software and related Documentation for Customer’s and its Affiliates internal business purposes solely: i) within the Territory; ii) in connection with the number of Endpoints or other devices specified on the applicable Order Document; and iii) in accordance with the restrictions set forth in Section 8 (“ Software License Restrictions”) below and any other restrictions specified on the applicable Order Document. Customer is not permitted to copy Software other than to make and use Authorized Installations. Customer may grant Customer Personnel access to Software and related Documentation for the sole purpose of using Software for the benefit of Customer and its Affiliates in accordance with the licensing terms and restrictions set forth in this Addendum. Customer shall cause such Customer Personnel to comply with the applicable terms and restrictions set forth in this Addendum. Customer agrees that the acts or omissions of Customer Personnel in connection with Software shall be considered the acts or omissions of Customer for purposes of this Addendum.
6. **Third-Party Software.** All Third-Party Software and related documentation are separately licensed to Customer by the applicable third-party, and Customer’s rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor’s applicable software license. If Customer chooses to order Third Party Software, Customer shall enter into or accept one or more separate third-party agreements as part of the ordering, fulfilment, installation and/or download processes for such Third-Party Software.
7. **Documentation.** will make its standard Documentation for Software available via download. will provide Customer with download instructions.

8. **Software License Restrictions.** Customer is not permitted to (i) modify or create any derivative works from [REDACTED] Software, (ii) distribute the [REDACTED] Software, (iii) include or combine [REDACTED] Software with any software, equipment, or hardware other than as expressly authorized in writing by [REDACTED] or the Documentation, (iv) use [REDACTED] Software to provide services to third-parties, other than services provided to rate payer customers of Customer and its Affiliates in the ordinary course of their respective businesses, (v) reverse assemble, decompile, reverse engineer [REDACTED] Software or otherwise attempt to derive its source code except as may be permitted by applicable law or if Customer has been granted access to the source code for the [REDACTED] Software under the terms of this Agreement or any escrow agreement, (vi) export [REDACTED] Software out of the Territory in violation of applicable export control laws, or (vii) use any [REDACTED] Software to create products or services that compete with any of [REDACTED] products or services. Customer's breach of these restrictions or use of [REDACTED] Software or Documentation other than as licensed hereunder shall constitute a material breach of this Agreement in which case [REDACTED] may exercise its contractual rights and remedies as set forth elsewhere in the Agreement.
9. **Limited [REDACTED] Software Warranty.** [REDACTED] warrants solely to Customer that (a) prior to making [REDACTED] Software available to Customer, [REDACTED] shall take commercially reasonable precautions, in accordance with industry standards, to detect and prevent the introduction of Malicious Code into that [REDACTED] Software, and (b) for the Software Warranty Period [REDACTED] Software will conform in all material respects to the applicable [REDACTED] published specifications included in the Documentation. In the event of any breach of the warranties provided under this Section, [REDACTED] will, at its option, during the Software Warranty Period, repair or replace non-conforming [REDACTED] Software to conform to those warranties, and to remove any Malicious Code introduced as a result of the breach, provided that [REDACTED] will have no obligation to repair or replace any non-conforming [REDACTED] Software, or to remove any Malicious Code, if this Agreement or applicable Order Document has terminated or expired. In addition, in the event of any breach of the Malicious Code warranty provided under this Section, [REDACTED] shall also exercise commercially reasonable efforts, at no additional charge, to eliminate and reduce the effects of any Malicious Code introduced as a result of the breach and, if such Malicious Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques. The foregoing warranty does not apply to the extent non-conformities in [REDACTED] Software are caused by: (i) modifications not made or approved by [REDACTED] in writing; (ii) Customer's or any third party's negligence or intentional acts; (iii) misuse or abuse, including the failure to use or install [REDACTED] Software in accordance with the Documentation; (iv) incorrect data, or data entry or output, as applicable, by Customer or a third party; (v) use with third party software, hardware or firmware not provided or authorized by [REDACTED] in writing; (vi) a Force Majeure Event; (vii) viruses or security vulnerabilities introduced into the [REDACTED] Software or Customer's systems through no fault of [REDACTED]. After the Software Warranty Period, any [REDACTED] Software errors or Malicious Code will be addressed under *Schedule E-2* (Maintenance & Support Addendum), if Customer purchases Maintenance Services under that Schedule for the applicable [REDACTED] Software. For the sake of clarity, the foregoing remedies are Customer's exclusive remedies and [REDACTED] sole obligation for breach of [REDACTED] Software warranties provided under this Section, but do not impact the validity or enforceability of other contractual claims Customer may have under this



Agreement, even if such claims arise out of the same underlying act, omission or event giving rise to the warranty claims hereunder. For example, if Malicious Code or otherwise defective  Software causes a Data Security Breach, Customer may bring a claim and seek remedies for such Data Security Breach in accordance with the Data Security Rider in *Schedule H*.

10. Effect of Expiration or Termination for Cause. Upon termination of the Agreement by  for cause or expiration of a License Term, whichever occurs first, Customer shall, immediately after the end of the Transition Period (if applicable), discontinue use of the applicable  Software and related Documentation, and destroy or return to  any and all copies thereof. Upon  request, Customer will confirm in writing that Customer has destroyed or has returned  Software and related Documentation in compliance with this section. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not merged into other files or materials. Termination of the Agreement for cause will not restrict  from pursuing any other remedies available to it, including injunctive relief, nor will it relieve Customer of its obligation to pay all fees that accrued prior to such termination.

11. Third-Party Software Warranty.  is not the owner of Third-Party Software and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of any Third-Party Software. Third-Party Software shall be subject to any warranties provided by the Third-Party Software provider.  will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third Party Software provider.

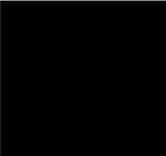
12. License Use Verification & Audit.

12.1. Unless  has access to such information without the need for an audit,  has the right to audit Customer records to verify the number of Endpoints and other devices being managed by Customer using  Software and otherwise confirm Customer's compliance with license restrictions and Fee obligations of this Agreement.  must provide Customer with at least thirty (30) days prior written notice of the audit. The audit must be conducted during Customer's normal business hours at a mutually agreeable location.  right to conduct an audit under this section is limited to one time per year.  has the right to use an independent auditor to conduct the audit. The audit shall be at  sole cost and expense. All amounts found to be owed by Customer under this Section will be payable within thirty (30) days after receipt of invoice from .

13. Source Code Escrow.

13.1. Registration, Deposit, License. Concurrent with the execution of the Agreement, (a) the Parties will execute the Beneficiary Registration Form attached hereto as Attachment A-1 (EscrowTech Beneficiary Form) thereby registering Customer as an escrow beneficiary under that certain Software Escrow Agreement between  and EscrowTech International, Inc. ("**EscrowTech**") dated as of October 23, 2008 (the "**EscrowTech Agreement**"), and (b) Customer will execute the Registration





Agreement attached hereto as Attachment A-2 (NCC Beneficiary Form) thereby registering Customer as an escrow beneficiary under that certain Software Escrow Agreement between [REDACTED] Networks Solutions, Inc. (formerly Silver Spring Networks, a wholly owned Affiliate of Supplier) and NCC Group, Inc. (“NCC”) dated as of April 4, 2007 (the “NCC Agreement”). EscrowTech and NCC are each referred to herein as an “Escrow Agent” and collectively as the “Escrow Agents”. The EscrowTech Agreement and NCC Agreement are each referred to herein as an “Escrow Agreement” and collectively as the “Escrow Agreements”. The EscrowTech Beneficiary Form and NCC Beneficiary Form are each referred to herein as a “Beneficiary Form” and collectively as the “Beneficiary Forms”. Upon such execution, [REDACTED] shall, at Customer's expense, deposit and keep current a copy of the fully documented human-readable source code form of the [REDACTED] Software, all source code documentation for the [REDACTED] Software (the “Deposit Materials”) in escrow with the applicable Escrow Agent, as specified in the Beneficiary Forms, for so long as Customer purchases continuous and uninterrupted Maintenance Services for the [REDACTED] Software under *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement. The Parties acknowledge that, as of the Effective Date, the [REDACTED] Software is limited to [REDACTED] Software products listed on the pricing summary attached to *Schedule B* (Order Document #1 – NY AMI Deployment), which are being licensed to Customer under this Addendum. Concurrent with the execution of additional Order Documents for the licensing of additional [REDACTED] Software products under this Addendum, the Parties will amend the applicable Beneficiary Form to register Customer as a beneficiary under the Escrow Agreement with respect to such additional [REDACTED] Software products. To the extent that [REDACTED] Software includes third party software components, the corresponding Deposit Materials do not need to include the source code for those components and it will be sufficient if the Deposit Materials include an identification of those components (including release or version numbers, as applicable), the sources from which Customer may obtain those components, and instructions for including those components in the [REDACTED] Software. Customer may, at Customer’s expense, obtain full verification services for the [REDACTED] Software by the applicable Escrow Agent, or otherwise contact the Escrow Agents for purposes of confirming the existence of the Deposit Materials, including updates thereto; provided such verification services or third-party confirmation will not relieve [REDACTED] of any of its obligations under this Agreement or the Escrow Agreements.

- 13.2. Release Conditions.** Provided Customer purchases continuous and uninterrupted Maintenance Services for the [REDACTED] Software under *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement, Customer shall have the right to obtain from the Escrow Agents one copy of the Deposit Materials in escrow, under any of the following conditions (each, a “Release Condition”): (A) a receiver, trustee, or similar officer is appointed for the business or property of [REDACTED] (B) [REDACTED] files a petition in bankruptcy, makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment of all or substantially all of its assets for the benefit of creditors; (C) any involuntary petition or proceeding under bankruptcy or insolvency laws that is not stayed, enjoined or
- 



discharged within 60 days is instituted against [REDACTED] (D) [REDACTED] initiates any action to wind up or liquidate its business voluntarily or otherwise; or (E) [REDACTED] ceases doing business in the ordinary course. Notwithstanding anything to the contrary in this Agreement or the Escrow Agreements, [REDACTED] agrees that the terms of the Escrow Agreements, or any future escrow agreement under which Customer is a beneficiary or a party, shall contain, at a minimum, the foregoing Release Conditions.

13.3. License Grant. Upon the release of the Deposit Materials to Customer in accordance with Section 13.2 (“Release Conditions”), [REDACTED] grants to Customer a fully paid-up, royalty-free, non-exclusive license to: (i) make only those copies of the Deposit Materials that Customer reasonably requires to use the [REDACTED] Software in accordance with the license granted under Section 5 (“[REDACTED] Software License Grant”) of this Addendum; (ii) make modifications to the Deposit Materials as necessary to enable compliance with changes in Applicable Law, to enable interoperability with changes in Customer’s network environment, and to correct Errors (as defined in *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement) in the [REDACTED] Software; (iii) recompile versions of the [REDACTED] Software, including any permitted modifications thereof, from the Deposit Materials, which recompiled versions shall be deemed to form part of the [REDACTED] Software and be subject to the terms hereof; and (iv) reveal the Deposit Materials, or any part thereof, only to agents, employees or independent contractors of Customer as reasonably required for the purposes set out in Sections 13.3(i) to 13.3(iv), provided that Customer shall ensure that anyone to which it reveals the Deposit Materials agrees to and is bound by confidentiality and restricted use obligations consistent with the requirements of Article 38 (“Confidentiality”) of the Agreement with the understanding that Deposit Materials shall be deemed to be [REDACTED] Confidential Information.

13.4. Replacement Escrow. [REDACTED] may enter a new escrow agreement with a replacement escrow agent on terms and conditions substantially the same as the applicable Escrow Agreement, in which case [REDACTED] will deposit the Deposit Materials under such new agreement, and Customer will become a beneficiary to that new agreement with respect to the Deposit Materials. As a further condition to Supplier’s obligations under this Section 13, Customer will promptly take all steps reasonably requested by [REDACTED] to facilitate the replacement of an escrow agent.

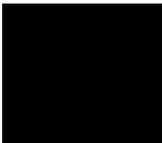
14. Effect of Licensor Bankruptcy. All rights and licenses granted by [REDACTED] hereunder are and will be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Agreement, including all Software and Documentation, is and will be deemed to be “embodiments” of “intellectual property”, for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the “Code”) (11 U.S.C. § 365(n)). Customer shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Agreement, the Escrow Agreements and the subject matter hereof. Without limiting the generality of the foregoing, [REDACTED] acknowledges and agrees that, if [REDACTED] or its estate becomes subject to any bankruptcy or similar proceeding: (i) subject to Customer’s rights of election, all rights and licenses granted to Customer under this Agreement and the Escrow Agreements will continue





subject to the terms and conditions hereof and thereof, and will not be affected, even by  rejection of this Agreement or the Escrow Agreements; and (ii) the automatic stay under Section 362 of the Code (11 U.S.C. § 362) will not apply to any instructions from Customer to the Escrow Agent relating to the Deposit Materials made in accordance with Section 13 (“Source Code Escrow”) and the Escrow Agreements.

15. Survival. The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (“Relationship to General Terms and Conditions”), 2 (“Additional Definitions”), 4 (“Invoicing”), 5 (“ Software License Grant”) except to the extent applicable license rights expire or are terminated in accordance with this Agreement, 6 (“Third-Party Software”), 8 (“ Software License Restrictions”), 9 (“Limited  Software Warranty”), 10 (“Effect of Termination for Cause”), 11 (“Third-Party Software Warranty”), 12 (“License Use Verification & Audit”), 13 (“Source Code Escrow”), 14 (“Effect of Licensor Bankruptcy”), and 15 (“Survival”).



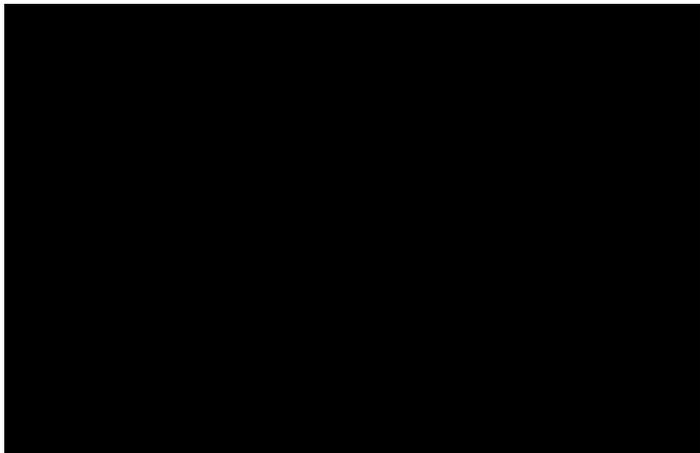
Attachment A-1

EscrowTech Beneficiary Form



Agreed to and accepted by Owner and Beneficiary:

Date of Beneficiary Registration



Avangrid Service Company

Authorized Signature

Name

Title

This Beneficiary Registration must be sent to EscrowTech International, Inc.

EscrowTech Authorized Signature

Date Received

Appendix 1

1. RELEASE CONDITION:

The Release Condition shall be deemed to have occurred if:

Release Conditions. Provided Customer purchases continuous and uninterrupted Maintenance Services for the [REDACTED] Software under *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement, Customer shall have the right to obtain from the Escrow Agents one copy of the Deposit Materials in escrow, under any of the following conditions (each, a “*Release Condition*”): (A) a receiver, trustee, or similar officer is appointed for the business or property of [REDACTED] (B) [REDACTED] files a petition in bankruptcy, makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment of all or substantially all of its assets for the benefit of creditors; (C) any involuntary petition or proceeding under bankruptcy or insolvency laws that is not stayed, enjoined or discharged within 60 days is instituted against [REDACTED] (D) [REDACTED] initiates any action to wind up or liquidate its business voluntarily or otherwise; or (E) [REDACTED] ceases doing business in the ordinary course. Notwithstanding anything to the contrary in this Agreement or the Escrow Agreements, [REDACTED] agrees that the terms of the Escrow Agreements, or any future escrow agreement under which Customer is a beneficiary or a party, shall contain, at a minimum, the foregoing Release Conditions.

2. PERMITTED USE OF RELEASED DEPOSIT MATERIALS:

The following apply to Deposit Materials released to Beneficiary in accordance with the Software Escrow Agreement:

License Grant. Upon the release of the Deposit Materials to Customer in accordance with Section 1 above (“Release Conditions”), [REDACTED] grants to Customer a fully paid-up, royalty-free, non-exclusive license to: (i) make only those copies of the Deposit Materials that Customer reasonably requires to use the [REDACTED] Software in accordance with the license granted under Section 5 (“[REDACTED] Software License Grant”) of this Addendum; (ii) make modifications to the Deposit Materials as necessary to enable compliance with changes in Applicable Law, to enable interoperation with changes in Customer’s network environment, and to correct Errors (as defined in *Schedule E-3* (Maintenance & Support Services Addendum) to the Agreement) in the [REDACTED] Software; (iii) recompile versions of the [REDACTED] Software, including any permitted modifications thereof, from the Deposit Materials, which recompiled versions shall be deemed to form part of the [REDACTED] Software and be subject to the terms hereof; and (iv) reveal the Deposit Materials, or any part thereof, only to agents, employees or independent contractors of Customer as reasonably required for the purposes set out in Sections 2(i) to 2(iv) above, provided that Customer shall ensure that anyone to which it reveals the Deposit Materials agrees to and is bound by confidentiality and restricted use obligations consistent with the

requirements of Article 38 (“Confidentiality”) of the Agreement with the understanding that Deposit Materials shall be deemed to be [REDACTED] Confidential Information.

3. TERMINATION OF REGISTRATION – TERMINATION CONDITIONS

(see Subsection 16(b) of the Software Escrow Agreement)

In addition to other grounds for termination under Section 16 or 17, Beneficiary’s Registration will terminate if any of the following termination conditions is satisfied:

1. The License Agreement terminates; or
2. The License terminates; or
3. Owner’s obligations to provide maintenance and support services to Beneficiary for the Software have ended.

Appendix 2 Additional Contacts

1. General Counsel Contact

Attorney Company Name

Counsel Contact

Address Line 1

Telephone

Address Line 2

Facsimile

City, State, Zip Code

e-mail Address

Country

2. Billing Contact

Beneficiary Company Name

Billing Contact

Address Line 1

Telephone

Address Line 2

Facsimile

City, State, Zip Code

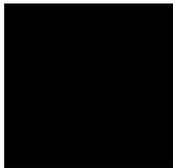
e-mail Address

Country



Appendix 3 Additional Services

Services	Description of Services	Fees	Payor
<input type="checkbox"/> Level 1 File Listing Verification Report	<p>In addition to the Confirmation Receipt of Deposit and Standard Inspection of Deposit Materials, EscrowTech will send to Beneficiary a File Listing Verification Report. The File Listing Verification Report includes a file listing, a file classification table, Cryptographic hash function (MD5) for each file, a virus scan outputs, and a Deposit Inventory Form.</p> <p>The annual fee includes this service to be performed on up to four Deposits per year. A fee of \$100 USD will be charged to perform this service on each Deposit to the escrow in excess of four. This service can only be performed on Deposit Materials that are readable on a PC running Windows.</p>	\$595 per year	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 2 Technical Verification – Deposit Analysis	<p>In addition to the File Listing Verification Report, EscrowTech will perform an analysis of the Build Instructions included with the Deposit Materials. The report will identify the hardware, operating system, programming languages, third party software, and library dependencies. The Owner will be required to complete a Technical Verification Questionnaire to complete the Deposit Analysis.</p>	\$1095 per Analysis	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 3 Technical Verification – Build and Compile	<p>EscrowTech will perform a Technical Verification on deposit and any subsequent deposits upon request, which includes the outputs of the Technical Verification – Deposit Analysis as described above. EscrowTech will compile the source code in Deposit Materials and will build an executable program following build instructions and configuration information from the Owner (with respect to programs that are not compiled into executable programs in normal operations, EscrowTech will then test that the interpreted code operates). The development environment included in the Deposit Materials will be used by EscrowTech for this purpose. Owner must provide the programming documentation, build and compile instructions, and any other materials, resources, equipment, or tools needed by EscrowTech to enable or facilitate the technical verification.</p> <p>The Parties and EscrowTech will agree on a custom Technical Verification Addendum prior to start of fulfillment.</p>	Starting at \$2995 per verification or based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 4 Technical Verification – Binary Comparison	<p>Per the Technical Verification Addendum, EscrowTech will compare and analyze the files and executables against those being used by the Beneficiary. The comparison will include a file size match and an md5/sha1 checksum.</p>	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 5 Technical Verification – Test Plan	<p>Per the Technical Verification Addendum, EscrowTech will install the executables on a target computer and will test the program for functionality following the steps agreed upon by the Owner and Beneficiary.</p>	Based on Technical Verification Addendum	<input type="checkbox"/> Owner, or <input type="checkbox"/> Beneficiary



Attachment A-2

NCC Beneficiary Form



Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) [REDACTED] ("Licensor");
- (2) [REDACTED]
- (3) Licensee's Name: Avangrid Service Company, a Delaware corporation whose principal office is at One City Center, 5th Floor, Portland, Maine 04101("Licensee");

Agreement:

- 1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 38105 dated 4/4/2007 ("**Escrow Agreement**") and the following Deposit Account Agreement Numbers between Licensor and NCC Group:
 - Deposit Account #52043: AMM
 - Deposit Account #58402: MPC
 - Deposit Account #58401: FWU
 - Deposit Account #64929: Network Center
 - Deposit Account #52045: SSC
 - Deposit Account #59007: Keysafe
- 2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, NCC Group and Licensee in accordance with the terms of the Escrow Agreement.
- 3. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
- 4. Licensor and Licensee agree to compensate NCC Group for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$ 820	100%	NIL
2	Annual Escrow Management Fee	\$ 995	100%	Nil

- 5. This Registration Agreement shall take effect when NCC Group has registered Licensee as a party to the relevant Deposit Account Agreement.
- 6. The Release Events for the undersigned Licensee are as follows. Capitalized terms not defined in this Registration Agreement are defined in the Master Products and Services Procurement Agreement ("MPSPA") between Licensor and Licensee.
 - a. Provided Licensee purchases continuous and uninterrupted Maintenance Services for the [REDACTED] Software under Schedule E-3 (Maintenance & Support Services Addendum) to the MPSPA, Licensee shall have the right to obtain from NCC Group one copy of the Deposit Material, under any of the following conditions (each, a "Release Event"): (A) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; (B) Licensor files a petition in bankruptcy, makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment of all or substantially all of its assets for the benefit of creditors; (C) any involuntary petition or proceeding under bankruptcy or insolvency laws that is not stayed, enjoined or discharged within 60 days is instituted against Licensor; (D) Licensor initiates any action to wind up or liquidate its business voluntarily or otherwise; or (E) Licensor ceases doing business in the ordinary course.

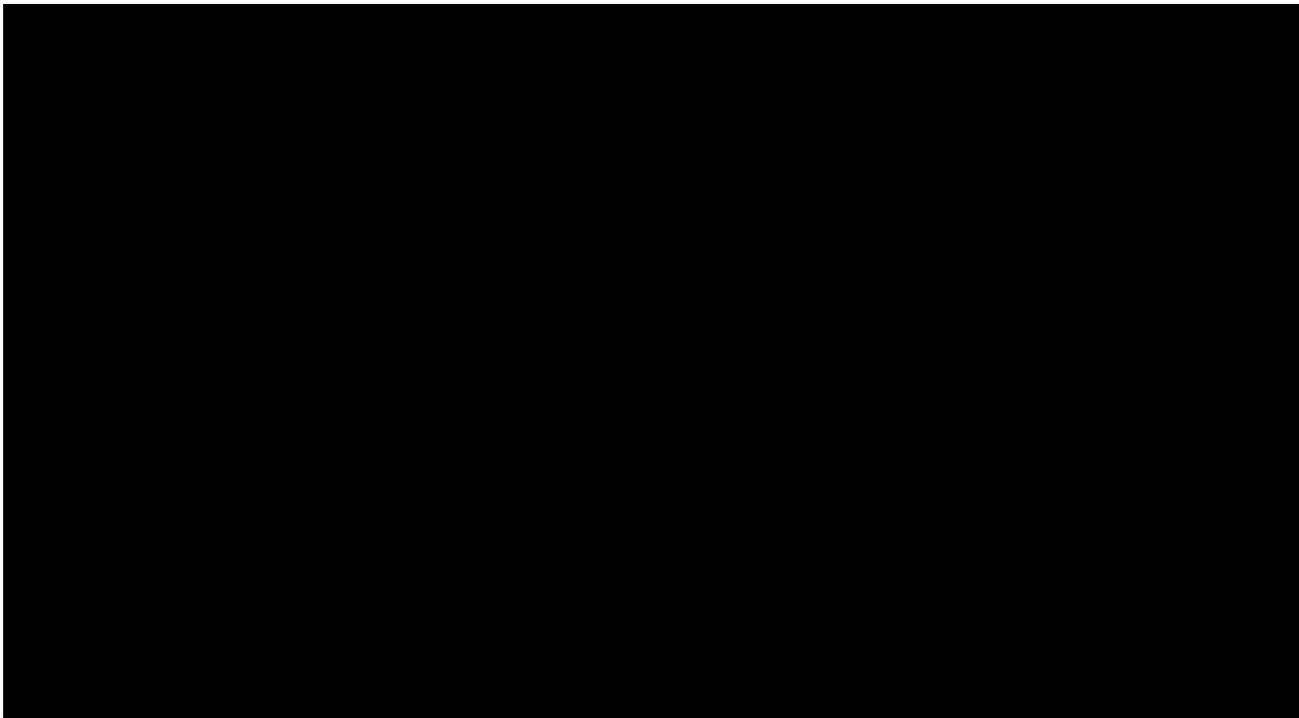


Signed for and on behalf of Avangrid Services Company

Name: |

Position: | (Authorized Signatory)

Date: |





SCHEDULE E-7

WIRELESS DATA SERVICE ADDENDUM

- 1. Relationship to General Terms and Conditions.** This Addendum is governed by the Master Products and Service Procurement Agreement (the “**Agreement**”) and applicable Order Documents.
- 2. Additional Definitions.** The following defined terms are in addition to those defined in the main body of the Agreement:

“**Activated Device**” means an [REDACTED] endpoint or network device purchased by Customer under the Agreement that has activated on the Wireless Data Service Network by [REDACTED]

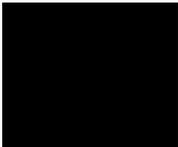
“**Headend Software**” means [REDACTED] software licensed by Customer under the Agreement that communicates with Activated Devices through the Wireless Data Service.

“**Wireless Data Service**” means wireless data telecommunication service purchased by Customer under the Agreement that enables communication between an Activated Device and the Headend Software.

“**Wireless Data Service Network**” means a third-party wireless carrier network that provides Wireless Data Service.

- 3. Ordering and Activation.** Customer shall order Wireless Data Service by issuing a Purchase Order to [REDACTED] in accordance with the Agreement.
- 4. Line Term.** All Activated Devices will be activated by [REDACTED] at the time of shipment. Each Activated Device comes with Wireless Data Service for the initial period indicated on the Order Document (the “**Initial Activation Period**”). Upon expiration of the Initial Activation Period for an Activated Device, [REDACTED] shall continue to provide Wireless Data Service for successive one-year periods (each a “**Renewal Activation Period**”), unless Customer provides [REDACTED] with written notice of non-renewal no less than 90 days, or [REDACTED] provides Customer with written notice of non-renewal no less than 365 days, prior to the end of the Initial Activation Period or the then-current Renewal Activation Period. Upon Customer’s request, [REDACTED] will develop a Transition Plan with respect to Wireless Data Service in accordance with Section 4.11 (“Transition”) of the main body of the Agreement.
- 5. Invoicing.** [REDACTED] will invoice Customer for Wireless Data Service fees set forth in the applicable Order Document for the Initial Activation Period upon shipment of the Activated Device. Unless other monthly fees are provided in the Order Document, during each Renewal Activation Period, [REDACTED] will invoice Customer monthly for Wireless Data Service at the then-current list price charged by [REDACTED] for Wireless Data Service. [REDACTED] also shall pass through to Customer, and Customer shall be responsible for, any tariffs, surcharges or other fees that are assessed directly or indirectly on [REDACTED] by any governmental or regulatory authority with respect to the provision of the Wireless Data Service.



- 
6. **Authorized Use.** The Wireless Data Service shall be used solely by Customer to provide wireless data connectivity between the Headend Software and Activated Devices for which the Wireless Data Service was provided and shall not be re-sold or otherwise provided to third parties by Customer. Wireless Data Service is not transferrable. Activated Devices shall be located only in the United States within the Wireless Data Service Network.  or the applicable wireless service carrier may suspend or terminate Wireless Data Service if Customer uses the Wireless Data Service or Activated Devices: (a) in an illegal or unauthorized manner; (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has a material adverse impact on the Wireless Data Service Network or its operations. If Customer continues using the Wireless Data Service in such a manner,  may deny activation to new lines or, upon written notice, may seek to terminate the Agreement in accordance with Section 4.4.2 (“Termination by Supplier”) of the main body of the Agreement.
 7. **Failure to Pay.**  may, upon prior written notice to Customer, suspend Wireless Data Service to some or all Activated Devices or deny new activations due to Customer’s failure to make required payments of undisputed Wireless Data Service fees, provided that  provides Customer with written notice of such a failure and Customer does not cure the payment default within thirty (30) days after receiving such notice.
 8. **Wireless Data Service Availability.**  provision of Wireless Data Service to Customer shall always be subject to the terms and conditions set forth in this Addendum and to the continued provision of the Wireless Data Service by the network carrier. Wireless Data Service uses radio technologies which may be subject to service area limitations, interruptions and dropped transmissions caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Data Service operation. Wireless Data Service and/or may not be available in all areas.
 9. **Responsibilities.** In the event that the Wireless Data Services become unavailable or degraded,  will use commercially reasonable efforts in collaboration with the network carrier to resolve the issue as soon as reasonably practicable.
 10. **Customer Responsibilities.** Customer shall be solely responsible for (a) procuring any and other equipment, hardware or Service required for the Wireless Data Service, (b) provide the IP subnets (private IP ranges) to be used for Activated Equipment, and (c) providing a publicly routable IP for the termination of the IPSEC/GRE tunnel required to terminate the carrier VPN tunnel.
 11. **Enhancement of Wireless Data Service.** Due to regulatory requirements regarding wireless network licenses, Customer shall obtain  prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Data Service.
 12. **Limitation of Liability.** IN ADDITION TO THE LIMITATIONS ON LIABILITY SET FORTH IN ARTICLE 37 (“WAIVER OF CONSEQUENTIAL DAMAGES &
- 



LIMITATION OF LIABILITY”) OF SCHEDULE C (“TERMS AND CONDITIONS”) TO THE AGREEMENT, WITH RESPECT TO THE WIRELESS DATA SERVICE ONLY, [REDACTED] AND ITS AFFILIATES WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THE ACTS OR OMISSIONS OF THE UNDERLYING CARRIER OR ANY OTHER THIRD-PARTY, INCLUDING, WITHOUT LIMITATION: (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS DATA SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS DATA SERVICE NETWORK, AND/OR (III) DISCONTINUANCES OR CHANGES IN THE WIRELESS DATA SERVICE.

- 13. Warranty; Disclaimer.** [REDACTED] represents and warrants that it has all necessary rights, licenses and authority to provide the Wireless Data Service to Customer in accordance with this Addendum. [REDACTED] is willing to provide the Wireless Data Service to Customer pursuant to its agreement with the applicable wireless carrier and to facilitate billing for the Wireless Data Service. HOWEVER, [REDACTED] IS NOT A WIRELESS CARRIER AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MAKES NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, AVAILABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS DATA SERVICE OR WIRELESS NETWORK. [REDACTED] SHALL HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR ANY INDEMNITEES UNDER ARTICLE 19 OF SCHEDULE C (“INDEMNIFICATION”) OR OTHERWISE FROM OR AGAINST ANY INFRINGEMENT CLAIMS RELATING TO THE WIRELESS DATA SERVICE.
 - 14. No Third-Party Beneficiary.** CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, AS IT RELATES TO THIS AGREEMENT, IT IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [REDACTED] AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER UNDER THE AGREEMENT BETWEEN [REDACTED] AND SUCH PARTIES AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
 - 15. Survival.** The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: 1 (“Relationship to General Terms and Conditions”), 2 (“Additional Definitions”), 4 (“Line Term”), 5 (“Invoicing”), 6 (“Authorized Use”), 7 (“Failure to Pay”), 8 (“Wireless Service Availability”), 9 (“Customer Responsibilities”), 10 (“Enhancement of Wireless Data Service”), 11 (“Limitation of Liability”), 12 (“Warranty Disclaimer”), 13 (“No Third Party Beneficiary”), and 14 (“Survival”).
- 

SCHEDULE F

Notices

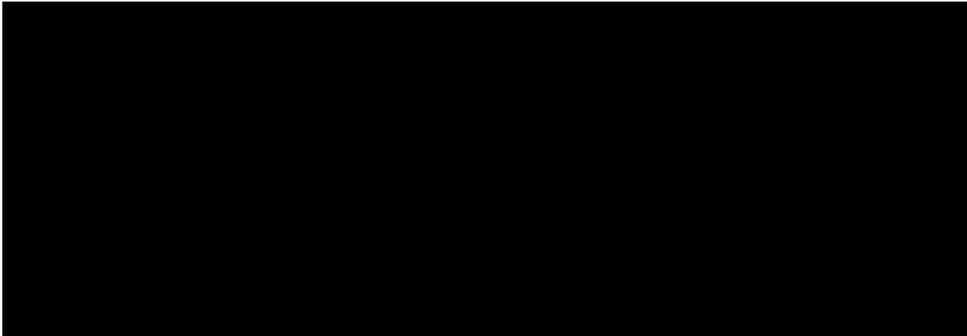
Along with all other correspondence requirements included in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S.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

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

Avangrid Service Company
Attn: Contract Administration
89 East Ave., 4th Floor, Rochester, New York 14649
Office: 585-724-8028
Fax: 585-771-2820

With Copy To:

Avangrid Service Company
Attn: General Counsel
89 East Ave., Rochester, New York 14649



SCHEDULE G

Insurance Requirements

Before providing Products or performing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond termination or expiration of this Agreement, the insurance types, limits, terms, and conditions listed below. The amounts as specified are minimums only and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Professional Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below.

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

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

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

A. General Insurance Requirements Each insurance policy shall:

- 1) be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best Rating of not less than "A- VII" and a policyholder surplus of at least \$25,000,000.
- 2) have defense costs outside of the limits of liability;
- 3) add Customer and its Affiliates as additional insureds except of any required professional liability or cyber liability or workers compensation coverage, s
- 4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
- 5) With the exception of Professional Liability and Cyber Liability, provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
- 6) notify Customer of any reduction in the aggregate policy limits;
- 7) With the exception of Workers Compensation, Professional Liability and Cyber Liability, be primary and non-contributory with respect to Customer and its Affiliates;
- 8) With the exception of Professional Liability and Cyber Liability, contain a waiver of subrogation in favor of Customer and its Affiliates;
- 9) contain a separation of insureds clause; and
- 10) contain a choice of law provision which states that the policy shall be governed by the State in which the Services are being performed.

B. Required Coverages

- 1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy:

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

Endorsements;

Voluntary Compensation - WC 00 03 11 A FELA – If any basis

2) Automobile Liability

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

Uninsured/Underinsured – Minimum allowed by State law Hired/Non-owned liability - \$5,000,000

Employees as Insureds

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

Per Occurrence - \$5,000,000

General Aggregate - \$5,000,000

Products Completed - \$5,000,000

Personal and Advertising Injury - \$5,000,000

Endorsements:

- Contractual Liability Amendment
Explosion, Collapse,
Underground Coverage
Independent Contractors
Coverage
- Broad Form Property Damage
- No Punitive or Exemplary Damages Exclusion
- No Subsidence Exclusion

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

Per Occurrence - \$10,000,000

General Aggregate - \$10,000,000 Products/Completed Operations - \$10,000,000

Personal & Advertising Injury - \$10,000,000

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

5) Professional Liability:



Per Claim - \$5,000,000
Policy Aggregate - \$5,000,000

Coverage:

Retroactive Date – Date of first design

SCHEDULE H

Privacy and Data Security Rider

This Privacy and Data Security Rider (the "Rider") is entered into by [REDACTED] Inc. ("VENDOR") and Avangrid Services Company. For the purposes of this Rider, Avangrid Services 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 things, 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 to which it has access during the execution of the Agreement, and establish the obligations and responsibilities of the VENDOR derived from such Processing; and define the VENDOR's security obligations with respect to the Personal Data and Company Data.

(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. Personal Data does not include any business contact information shared between parties and excludes publicly available data to the same extent that any applicable data privacy laws also exclude that data.

(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, or as defined in any applicable data privacy laws.

(iii) "Company Data" means any and all information, including, without limitation under subparagraph (d)(ii) below, obtained from CUSTOMER and its affiliates and their respective business in any form, or to which the CUSTOMER or its affiliates have access, that requires reinforced protection measures, including but not limited to private or secret information, Personal Data, Cardholder Data, commercially sensitive information, Critical Infrastructure Information, strategic business information, credentials, encryption data, system and application access logs, or any other information that may be subject to regulation.

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

(v) "Processing" (including its cognate, "process") means any operation,

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

(vi) "Data Security Breach" means, to the extent caused by VENDOR's acts or omissions: (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 Attachment 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 or as required by law.

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

(i) VENDOR shall Process Personal Data and Company Data only on the instruction of CUSTOMER and in accordance with the Agreement, this Rider and privacy and security laws applicable to VENDOR's services or VENDOR's possession or Processing of Personal Data and Company Data. CUSTOMER hereby instructs VENDOR, and VENDOR hereby agrees, to Process Personal Data and Company Data only as necessary to perform VENDOR's obligations under the Agreement and as further described below or as required by law. For the avoidance of doubt, (i) VENDOR shall not Process Personal Data or Company Data for any commercial purpose other than providing the services specified in the Agreement nor for any purpose outside the scope

of the Agreement; and (ii) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data or Company Data for valuable consideration is prohibited.

(ii) With regards to Personal Data or Company Data, the parties agree that all of the following will be described in the applicable Order Document:

- The Processing activities that will be carried out by VENDOR;
- The categories of Personal Data or Company Data that will be Processed by VENDOR;

The categories of Personal Data subjects whose information will be processed by VENDOR;

- The instructions for the Processing of Personal Data or Company Data.

(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 Attachment C hereto, (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 VENDOR;

(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 designed 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 by law or regulation, or in connection with providing services to CUSTOMER in accordance with this Agreement not use or maintain any Personal Data or Company Data on an unencrypted 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 within 72 hours from the date of obtaining actual knowledge of any Data Security Breach, or from the date the VENDOR reasonably believes that a Data Security Breach has taken place, whatever is earlier, and at VENDOR's cost and expense, assist and cooperate with CUSTOMER concerning any disclosures to affected parties and other reasonable 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 any rights they may have under applicable data protection laws without undue delay and in no case later than five (5) business days 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; provided, however, that the Parties agree that no prior written approval is required with respect to third parties engaged by VENDOR or its Affiliates to provide staff augmentation in connection with services provided by VENDOR to CUSTOMER or VENDOR Affiliates engaged by VENDOR to perform such services.

(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) 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 annual onsite inspections and/or audits with the exception of a confirmed breach 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, with reasonable notice, 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 that VENDOR determines are reasonable and necessary;

(i) VENDOR shall keep and make accessible to CUSTOMER, upon CUSTOMER's reasonable request, documentation that evidences compliance with the terms of this Rider.

(j) VENDOR shall cease Processing Personal Data and Company Data and return, delete, or destroy, or cause or arrange for the return, deletion, or destruction of, all Personal Data and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of

such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

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

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

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

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

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

(l) VENDOR represents that the security measures it takes in performance of its obligations under the Agreement and this Rider are, and will at all times remain, at the highest of the following: (a) Privacy & IT Security Best Practices (as defined by ISO 27001/27002); and

(b) any security requirements, obligations, specifications, or event reporting procedures set forth in Attachment A.

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

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

termination or expiration of the Agreement and this Rider.

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

Attachment A to Schedule H

General Security Requirements

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

(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 Attachment 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 anticipated 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 Attachment. 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 security incidents.

(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 protect against loss or unauthorised processing of files, computer media and paper documents containing Protected Information and 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 apply best security practices and standards 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 upon request evidence or certificates that demonstrate 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 as documented in accordance with a SOW or otherwise under this Agreement, and any unnecessary functionality deactivated if so documented. 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 promptly notify CUSTOMER of the existence of any

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

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

(i) Access or attempts to access systems, equipment, applications, files, repositories, devices etc. by unauthorised persons or programs.

(ii) Disclosing or compromising Protected Information including but not limited to credentials, authentication or encryption data.

(iii) Total or partial loss of data or information for any reason.

(iv) Uncontrolled distribution: sending information to people who should not receive it.

(v) Loss or removal of computer equipment or storage media, files, repositories or part of their contents.

(vi) Attacks caused by viruses / malicious software that may affect the exchange of information between the VENDOR and CUSTOMER.

(vii) Others: any irregularity or deficiency detected regarding compliance with the safety criteria indicated in this Attachment.

Attachment B to Schedule H

Cyber-Insurance Requirements

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

(i) Technology Errors and Omissions Policy providing coverage, on a per claim basis, for acts, errors, omissions, and negligence of vendor's employees and independent contractors as respect to their work related to this agreement and 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;

(ii) Such coverage shall be furnished by an insurance company with an A.M. Best Financial Strength Rating of A- or better.

(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. 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.

Attachment C Schedule H

Acceptable Use Requirements

The intent of this Attachment is to document requirements as they pertain to the Acceptable Use of both 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.

1.4.2 Reserved.

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 (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.

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.

- 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. 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

**Contractor Background Check
Requirements**

To the extent permissible by law, [REDACTED] shall be responsible to ensure that Supplier shall at all times maintain and enforce lawful background check policies and procedures to verify that the individuals assigned by Supplier to provide Services do not have criminal conviction histories that would render such individuals unqualified to competently and safely (as to themselves and Customer's employees and customers) perform the Services. Customer may audit any documents that will verify Supplier and are in compliance with this provision. Customer has the right to request that the verifications required by this provision be refreshed from time to time

SCHEDULE J

Template Order Document

ORDER DOCUMENT #[X]

[ORDER DOCUMENT NAME]

This Order Document #[X] – [Order Document Name] (this “**Order Document**”) is made this [day/month/year] (the “**Order Document Effective Date**”) by and between Avangrid Service Company, a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, “**Customer**”) and [REDACTED]

[REDACTED] Customer and Supplier may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

This Order Document is governed by the Parties’ Master Products and Services Procurement Agreement (the “**Agreement**”). Except as otherwise defined in this Order Document, capitalized terms herein have the meanings assigned to them elsewhere in the Agreement.

This Order Document applies only to the [Products and Services] described in the Pricing Summary attached hereto as Attachment A [and the Project described in the Statement(s) of Work attached hereto as Attachment B].

ATTACHMENTS

The following documents are attached to and made a part of this Order Document:

Attachment A: Pricing Summary

[Attachment B]: Statements of Work]

[other attachments TBD]

ORDER DOCUMENT-SPECIFIC TERMS & CONDITIONS

1. Additional Definitions. The following defined terms are in addition to those defined elsewhere in the Agreement:

[defined terms TBD]

2. Term. This Order Document shall commence upon the Order Document Effective Date and, unless terminated earlier in accordance with Section 4 (“Term & Termination”) of the main body of the Agreement, shall expire on [date].

3. Pricing Summary. Pricing for this Order Document is set forth in the Pricing Summary attached hereto as Attachment A (the “**Pricing Summary**”). [Specify fixed pricing period per Article 2 (“Contract Price”) of Schedule C to the Agreement].

4. [placeholder for additional pricing-specific provisions. Delete if not used]

5. [placeholder for equipment-specific provisions. Delete if not used]

6. [placeholder for maintenance and support-specific provisions. Delete if not used]



7. [placeholder for managed appliance-specific provisions. Delete if not used]
8. [placeholder for professional service-specific provisions. Delete if not used]
9. [placeholder for software (including DI App)-specific provisions. Delete if not used]
10. [placeholder for wireless data service-specific provisions. Delete if not used]
11. **Surety Bond.** [placeholder for Surety Bond, if required. See Article 40 of Schedule C.]
12. **Small Business Subcontracting Plan.** Article 49 of **Schedule C** [does/does not] apply to this Order Document.
13. **Privacy and Data Security Rider.** For purposes of Section (d)(ii) of **Schedule H** (Data Security Rider), with respect to Personal Data or Company Data, the Parties agree that:
 - 13.1. The Processing activities that will be carried out by [REDACTED] are: [TBD]
 - 13.2. The categories of Personal Data or Company Data that will be Processed by [REDACTED] are: [TBD]
 - 13.3. The categories of Personal Data subjects whose information will be processed by [REDACTED] are: [TBD]
 - 13.4. The instructions for the Processing of Personal Data or Company Data are: [TBD]
14. **Survival.** The following sections of this Order Document shall survive termination or expiration of this Order Document: [TBD – sections of order doc that will survive termination/expiration]
15. **Order of Precedent.** Except as otherwise expressly provided or modified in this Order Document, the (i) terms and conditions of the Agreement remain in full force and effect, and (ii) this Order Document and the Agreement constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof, and supersede all proposals and prior agreements, oral or written, and all other communications. In the event of a conflict between this Order Document and any other part of the Agreement, this Order Document shall govern. For the avoidance of doubt, nothing in this Order Document is intended to conflict with or govern over any, and this Order Document is expressly subject to and governed by each, of the following Sections of the Agreement: Article 20 (“Warranty”), Article 22 (“Force Majeure”), and Article 37 (“Waiver of Consequential Damages & Limitation of Liability”) of **Schedule C**.

**SIGNATURE PAGE TO
ORDER DOCUMENT #[X]
[ORDER DOCUMENT NAME]**

AVANGRID SERVICE COMPANY



Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

AVANGRID SERVICE COMPANY

Signature

Printed Name

Title

Date



Attachment A

Pricing Summary

***[Attachment B
Statements of Work]***

List of Offers Received

