



## **MASTER SERVICES PROCUREMENT AGREEMENT**

**THIS MASTER SERVICES PROCUREMENT AGREEMENT** (the “Agreement”) is made this May 3, 2021 (the “Effective Date”) by and between Avangrid Service Company, a Delaware corporation, with offices located at One City Center, 5<sup>th</sup> Floor, Portland, Maine 04101 (hereinafter, “Customer”) and [REDACTED] (hereinafter, “Supplier” or “Vendor” or “Contractor”). Customer and Supplier may be referred to individually as a “Party” and collectively as the “Parties.”

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

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

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

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

### **1. DEFINITIONS**

As used in this Agreement:

- (a) “Affiliate” shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term “Control” and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.
- (b) “Business Day” – A calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of New York, Maine, Connecticut, Massachusetts if applicable.

- (c) “Company” shall mean the company(ies) specified in **Schedule A**, attached hereto and made part hereof.
- (d) “Company Department” shall mean the business unit in AVANGRID that coordinates and manages this Agreement.
- (e) “Contract Price” shall mean, in the aggregate, the total maximum dollar amount of all Services pursuant to this Agreement, including, without limitation, 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, Maine, Connecticut, Massachusetts if applicable.
- (g) The “Effective Date” shall mean the date specified in the recitals of this Agreement.
- (h) “Industry Standards” - Any of the practices, methods, standards and acts engaged in, or approved by, a significant portion of the independent power industry for the engineering, procurement, construction and maintenance of a static synchronous compensator similar to the Project and located in the United States that, at a particular time, in the exercise of prudent and reasonable judgment by those experienced in the industry, in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, health, safety and expedition. “Industry Standards” are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods and acts generally accepted in the United States, having due regard for, among other things, manufacturers’ warranties, contractual obligations, the requirements or guidance of any Governmental Authority, Applicable Law, applicable NERC reliability requirements and the requirements of applicable insurance policies.
- (i) “Intellectual Property “ – In relation to any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (j) “Project” means the Real Estate Services project under this Agreement pursuant to which the Supplier will provide the Services.
- (k) “Project Completion Date,” means the date in which the Project is fully realized to the satisfaction of the Customer and applicable Company(ies).

- (l) "Purchase Order" shall mean a purchase order issued by Company or a Company(ies) in accordance with this Agreement.
- (m) "RFP" shall mean a request for proposal for all or a portion of the Services by Customer or the Company.
- (n) "Scope of Work" shall mean the services described in **Schedule B**, attached hereto and made part hereof.
- (o) "Services" shall mean the services and/or related materials described in **Schedule B**, attached hereto and made part hereof.
- (p) "Small Business Concern" as defined by the Small Business Administration, shall mean a business that is independently owned and operated and which is not dominant in its field of operation. The law also states that in determining what constitutes as small business, the definition will vary from industry to industry to reflect differences accurately.
- (q) "Supplement" is a written Purchase Order Supplement, signed by the Customer and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (r) "Term" shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.
- (s) "Terms and Conditions" shall mean the terms and conditions governing the performance of the Services and related matters pursuant to a Purchase Order, as set forth in **Schedule C**, attached hereto and made part hereof.

## 2. PROCESS FOR AWARDING SERVICES

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

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

OR

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

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

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

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

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

- (i) The Purchase Order (exclusive of its pre-printed terms and conditions);
- (ii) Special Conditions attached hereto as **Schedule E**.
- (iii) The Terms and Conditions attached hereto as **Schedule C**, as they may be amended or modified for the particular Purchase Order;

- (iv) The Data Security Rider attached hereto as **Schedule H**;
- (v) The Insurance requirements attached hereto as **Schedule G**
- (vi) The Scope of Services document attached hereto as **Schedule B**, as it may be amended, modified or supplemented for the particular Purchase Order; and
- (vii) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), (v), (vi) and above.

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

### **3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS**

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

(b) Supplier agrees that the pricing terms set forth in **Schedule D** shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule. If **Schedule D** does not specify a time period, pricing terms shall be fixed for the Term of this Agreement.

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

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

### **4. NO GUARANTY; HOLD HARMLESS**

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, or in any Purchase Order between Supplier and any Company(ies), that with respect to any Purchase Order for Services issued by any Company(ies) pursuant to this Agreement:

- (a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from Services rendered by Supplier pursuant to such Purchase Order shall be solely for the account of such Company(ies), and neither Customer nor any other Company(ies) shall be considered a guarantor or surety of any charges, fees, and expenses arising under such Purchase Order;
- (b) All communications, notices, invoices, and reports resulting from Services rendered by Supplier pursuant to such Purchase Order shall be directed to the representative(s) of the Company(ies) identified in such Purchase Order;
- (c) Supplier covenants not to sue Customer or any other Company(ies) except the Company issuing the Purchase Order, for any charges, fees, expenses, or claims arising from or attributable to Services rendered by Supplier pursuant to such Purchase Order; and
- (d) Pursuant to Article 19 of **Schedule C**, Supplier shall hold Customer and the other Company(ies) and their respective employees, agents, officers, shareholders, affiliates, managers, directors, members, partners, successors, and permitted assigns harmless from and against any and all damages or liabilities arising from or attributable to, directly or indirectly, the performance, non-performance, or other acts of the Supplier and its employees, agents, or representatives pursuant to such Purchase Order.

## 5. TERM

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

5.2 (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Article 27 of **Schedule C** to this Agreement. Upon the effective date of termination specified in Customer's termination notice: (i) all RFPs, proposals, and Purchase Order for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Company(ies) requesting or issuing such RFPs, proposals, and/or Purchase Orders, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising under any Purchase Orders issued by Customer or Company(ies) for which Supplier has already completed Services in accordance with the terms of this Agreement. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFPs, proposals, or Purchase Orders that are in process but for which provision of Services has not been completed upon the effective date of termination of this Agreement by Customer.

(b) Termination of this Agreement by Customer shall not effect, or result in, termination of any Purchase Orders issued by Customer or a Customer and for which Supplier has begun to deliver Services prior to the effective date of termination set forth in Customer's termination

notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Customer pursuant to the terms and conditions of such Purchase Orders.

## **6. GENERAL**

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

**6.2** Governing Law. This Agreement and performance under it, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise), shall be governed by and construed in accordance with the laws of State of New York, including without limitation New York laws relating to applicable statute of limitation and burdens of proof and available remedies.

**6.3** Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, and any such assignment or attempted assignment without such consent shall be null and void, except that Customer may assign this Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice.

**6.4** Entire Agreement: Amendment. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

**6.5** Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.

**6.6** Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

**6.7** Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, except as expressly authorized in this Agreement.

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

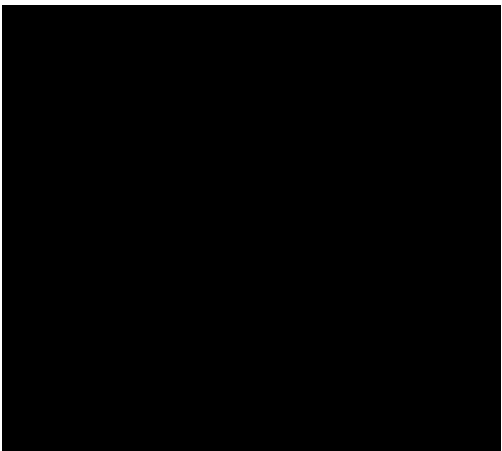
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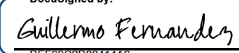
Avangrid Service Company

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Signature

Peter Church  
Print Name  
Chief HR officer  
Title



Avangrid Service Company

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Guillermo Fernandez  
Print Name  
Controller - Corporate Functions  
Title



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**SCHEDULES:**

Schedule A: Companies  
Schedule B: Services  
Schedule C: Terms and Conditions  
Schedule D: Pricing Terms  
Schedule E: Special Conditions  
Schedule F: Notices  
Schedule G: Insurance Requirements  
Schedule H: Data Security Rider  
Schedule I: Background Check Requirements

## **SCHEDULE A**

### Companies

#### **Central Maine Power Company**

Augusta General Office  
83 Edison Drive, Augusta, Maine 04336

#### **New York State Electric & Gas Corporation**

89 East Avenue  
Rochester, New York 14649

#### **Rochester Gas and Electric Corporation**

89 East Avenue  
Rochester, New York 14649

#### **The Berkshire Gas Company**

115 Cheshire Road  
Pittsfield, MA 01201

#### **Maine Natural Gas Corporation**

4 Industrial Parkway  
Brunswick, ME 04011

#### **UIL Holdings Corp.**

180 Marsh Hill Rd, Orange, CT 06477

#### **The United Illuminating Company Ops Center**

100 Marsh Hill Rd, Orange, CT 06477

#### **The Southern Connecticut Gas Company**

Locations:

#### **SCG Ops Center**

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

#### **SCG LNG**

775 Oronoque Rd, Milford, CT 06461

#### **Connecticut Natural Gas Corporation**

Locations:

**CNG LNG**

1376 Cromwell Ave, Rocky Hill, CT 06067

**CNG Ops Center**

East Hartford

76 Meadow Street, East Hartford, CT 06108

**Union Water Power**

83 Edison Drive Augusta, ME 04332

**Maine Electric Power Company**

83 Edison Drive Augusta, ME 04332

**NECEC Transmission LLC**

One City Center, 5th Floor, Portland, Maine 04101

## **SCHEDULE B**

### **Services, Warranty, Deliverables, and Vendor Requirements**

The life cycle of real estate assets includes the acquisition, sale and management and administration of them. The main workload will be focused in the acquisition of rights and properties in addition to the clerical support required to the management and administration.

The portfolio of services provided by the vendor/s awarded must include the following:

#### **Project planning and acquisition**

The supplier will be provided with the scope of work. It will make a proposal including unit prices and hourly rates. The hourly rate estimate must include a breakdown of estimated hours to accomplish the specific assignment, broken down on the different profiles required. The agents and personnel proposed must have the adequate qualifications including the mandatory licenses required by law depending on the state.

Research target parcels and abutter properties, including landowner's information. Populate the database in the format required by the OpCo, keep it updated. Provide reports from it as required. Also included is the creation of line lists and inputting as much information as possible.

Participate in public outreach as part of the Project Team as required, including meetings with municipal officials, regulators, elected officials, special interests, and landowner groups.

Due Diligence: investigate and/or obtain title information, title reports and title insurance policies as required. Perform Title exam to identify correct parcel/owners and major title issues as well as relevant physical and environmental features; assess for encumbrances or other legal issues. Resolve all title issues prior to acquisition as necessary.

Property evaluation, including land value study and appraisals. Estimate value and price ranges for each target parcel.

Negotiate terms and conditions of transaction on and over public and private land. Report significant issues make recommendations regarding special circumstances; provide alternative solutions when negotiations stall.

Crossing permits. Identify federal, state, highway, railroad, river, tribal lands, forest, lakes, county, town, city, and other authorities or governmental agency permits and licenses and other land uses as required.

Right of entry for studies, surveys, archeological, etc....including obtain written permission, Handle documentation of restrictions or special instructions.

Prepare draft Options or Purchase-Sale Agreements, easements, right of way agreements deeds including parcel description and sketch upon reaching tentative agreement with landowner.

In case of condemnation/eminent domain process, prepare offer letters including the information agree with AVANGRID Legal Dept. Condemnation appraisals, presentation of documents as request.

Obtain W-9 Forms and landowner signatures on approved documents. Log landowner-signed options or contracts and related documents into the application provided by AVANGRID and following the given instructions.

Provide and administer an Escrow Account, with no monthly fee, for use in doing transactions on behalf of Avangrid Real Estate or their Project teams. Monthly reporting on transactions and distinct financial tracking per project.

Initiate Check Request for Option Consideration payment / Earnest Money Deposit / EASEMENT PAYMENTS / recording fees, prepare the supporting documents and route the contracts to obtain appropriate corporate signatures; track executed documents in Property Management System.

Deliver Option Consideration & Easement payment check to landowner with a fully-executed copy of the agreement; record Memorandum of Option/ Easement.

Prepare and provide forecast, budgets, following the instructions given. Report as required in time and format manner.

All final negotiations for any purpose, or amendments thereto, will be in the form of written documentation. No verbal agreements made by an agent will be acceptable to AVANGRID.

### **Acquisition Closings**

Track pending status dates (Expire / Exercise / Extend) for each landowner agreement including post-closing agreements using data entered into the Property Management System.

Contact Project Manager as deadlines approach and request decision (Expire, Exercise, or Extend (if available)).

If Expire - Notify Land Agent & Send Notice to Target Landowner.

If Exercise - Notify Land Agent & Send Notice to Target Landowner.

If Extend – Order check, notify Land Agent & Send Notice / Extension Payment to Landowner. Log in all notices (Expire, Exercise, & Extend) to CMP/PMS; file in e-folders and paper files.

Exercised Options & Purchase-Sale agreements - Prepare for closing once Terms and Conditions, mandated by the MPUC or PSC and Environmental Assessments are cleared. If they are not, work with

project management, land agent, outside counsel, Landowner and others to fix, or decline to acquire and find alternatives.

Assist in compiling information required to prepare deed with legal description and all other required closing documents once satisfactory Due Diligence is completed.

Review Closing Documents and circulate them for signatures and notarized as required. Upload final scan document into the Property Management System and/or Livelink and complete the data required into the corporate database PMS.

Recording of closing documents at the appropriate County Clerk's offices.

### **Management and Administration**

Report, as required, using the provided tool named as External Resource Management Tool ("ERMT") or equivalent

Accurate submission of monthly billing accruals.

Use of Avangrid email for any work related to Avangrid.

Compliance with using Avangrid's real estate asset management tool, to be defined.

Damage settlement management during construction works.

For the State of Maine; Timber Management – land and forest management including accurate weekly reporting, annual State reporting and other reports as necessary and as required.

Clerical support, as required.

Lease Administration - maintain all forms, reports, leases, and spreadsheets in electronic and paper Lease Folders by project. The activities involved in this role will be in compliance with AVANGRID policy and processes, including, but not limited to, verification of lease payments, receivables, escalations, expirations, collections and other activities as assigned. Scanning services: aside the documents created in an specific project (t

heir digitalization will be included on the rate bid), the vendor might be ask to scan

## **JOB DESCRIPTIONS**

### **Management Representative / Program Manager**

Principal / Officer, Director of Operations or Program Manager - Must hold a Project manager certificate (PMP or equivalent) and is responsible for preparing proposals, cost estimates, billing rates, budgets, and schedules for proposed and actively managed projects. Communicates closely with Managers of Real Estate. Tracks the project quality, timeliness, and performance against project goals, work plans and schedules. Assists the Project Manager and client in establishing policies and procedures and ensures they are adhered to by the project team. Reviews the current and future resource requirements and proactively adjusts staffing levels to optimize efficiencies while maintaining schedules. Provides invoicing and project forecasting in the format and frequency required by the client. Monitors purchase orders and updates estimates and budgets as needed.

### **Project Manager**

Must hold a Project manager certificate (PMP or equivalent) and is responsible for leading large complex land, lease and right of way acquisition projects from inception through execution. Tasked with planning, implementation and managing the real estate components of the project including all resources assigned. Create and set clear and attainable goals for their team and lead them through successful completion. Responsibilities include the management of office, field and spread supervisors who oversee the acquisition of land rights, licenses, leases, permits, and other real estate rights necessary for the construction, operation, and maintenance of transmission lines and/or distribution facilities. Knowledgeable in real estate values and appraisal practices; advises and assists in establishing a range of fair market values to be used in the acquisition of land and land rights. The Project Manager prepares cost estimates, budgets, project schedules and issues periodic project reports indicating the status and cost of the managed projects. Tracks the project quality, timeliness, and performance against project goals and work plans. Attends regular project and client meetings. Adjusts staffing levels to optimize efficiencies while maintaining schedules. Communicates closely with overall project managers, the clients and all consultants assigned to the project.

### **Right of Way Supervisor / Lead Right of Way Agent**

Supervises the real estate component of small to medium sized projects or a segment of a large complex project. Responsible for the supervision and acquisition of land, land rights, licenses, leases, permits, and other real estate rights necessary for the construction, operation, and maintenance of transmission lines and/or distribution facilities. Supervises and directs project personnel in the settlement of complex damage claims with landowners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance, or removal of transmission and/or distribution facilities. Knowledgeable in real estate values appraisal practices; advises and assists in establishing a range of fair market values to be used in the acquisition of land and land rights. Supervises the preparation of documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase, and other documents as may be necessary to acquire adequate rights for the client's transmission and/or distribution facilities. Prepares cost estimates, budgets, project schedules and issues periodic project reports indicating the status and cost of the supervised projects. Tracks the project quality, timeliness, and performance against project goals and work plans. Attends all regular project and client meetings. Adjusts staffing levels to optimize efficiencies while maintaining schedules. Assumes additional responsibilities as required, and communicates closely with overall project managers, the client and all consultants assigned to the project.



### **Senior Right of Way Agent**

Usually works under the Right of Way Supervisor / Lead Right of Way Agent and has 4 or more years of progressive experience as a Right of Way Agent. Responsible for the acquisition of land, land rights, licenses, leases, permits, and other real estate rights necessary for the construction, operation, and maintenance of transmission lines and/or distribution facilities. Handles diverse and complex negotiations and/or supervises and directs personnel in the settlement of complex damage claims with land owners (or their designees) relative to property damage caused or created during the construction, reconstruction, enlargement, maintenance, or removal of facilities. Prepares and issues periodic reports indicating the status of negotiations. Publishes timely contact diaries after every meeting with landowners and other stakeholders. May research property records to determine current ownership and the extent of interest therein. Understands appraisal methods and reports and can effectively communicate property valuation information to landowners. May prepare documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase, and other related documents as may be necessary to acquire adequate rights for the transmission lines and/or distribution facilities. Computer literate and capable in software programs such as Microsoft Word, Excel and Access. Skilled in researching information on the internet and communicating via email. Assumes additional responsibilities as required.

### **Right of Way Agent**

Usually works under the Right of Way Supervisor / Lead Right of Way Agent and has 0 - 4 years of experience as a Right of Way Agent. Responsible for the acquisition of land, land rights, licenses, leases, permits, and other documents necessary for the construction, operation, and maintenance of client's transmission lines and/or distribution facilities. Handles routine negotiations with landowners (or their designees) for the acquisition of rights relative to the construction, reconstruction, enlargement, or maintenance of transmission lines and/or distribution facilities. Prepares and issues periodic reports indicating the status of negotiations. Publishes timely contact diaries after every meeting with landowners and other stakeholders. Capable of simple tax assessor searches to determine the current owner of record. Understands appraisal methods and reports and can effectively communicate property valuation information to landowners. May prepare documents for rights of entry, damage claims, contracts, easements, licenses, leases, permits, options to purchase, and other related documents as may be necessary to acquire adequate rights for the transmission lines and/or distribution facilities. Computer literate and capable in software programs such as Microsoft Word, Excel and Access. Skilled in researching information on the internet and communicating via email. Assumes additional responsibilities as required.

### **Title Supervisor / Title Examiner**

Directs the day to day work of Title Agents and Clerical Support involved in obtaining and documenting all title research activities including tax records, deeds, easements, mortgages, liens and other encumbrances on record. Reviews all title searches completed by the Title Agents and supervises and checks the preparation of all title reports required for the project such as Limited Title Certificates (LTC's), condemnation title reports, and curative title reports. Responsible for all work related to title research and title reporting for the project. Prepares cost estimates, budgets, project schedules and issues periodic project reports indicating the status and cost of all title activities for the project. Tracks the project quality of the title research and reporting, timeliness, and performance against project goals and work plans. Adjusts staffing levels to optimize

efficiencies while maintaining schedules. Works with Title Agents to resolve difficult title research problems. Must have extensive experience, preferably both in the field and as an employee or owner of a title company. This position also requires advanced and continuing education due to the changing laws and regulations imposed by federal and state entities. The Title Supervisor provides quality control and expertise that are critical to the project's success.

### **Title Agent**

Researches and examines the property records of landowners potentially affected by a project requiring land rights acquisition. Initially, Title Agents research the tax assessor rolls and copy all pertinent information related to the subject properties and landowners. Once the initial database and line list is built from the tax assessor rolls, the Title Agents begin researching each individual property potentially affected. Utilizing available public records, Title Agents examine the deeds to the chain of title for a specified period for each property. Research may include checks for all mortgages, liens and other encumbrances potentially affecting title to the subject property to ensure the property is free of restrictions that may affect the construction, operation, and maintenance of facilities to be installed. Copies or summarizes (abstracts) recorded documents which affect title to the property (e.g., mortgages, deeds, and contracts). Verifies ownership and the legal descriptions of the properties in the chain of title researched to determine if the vesting deed is correct. Prepares title reports/certificates for the properties researched in the format approved for the project such as a Limited Title Certificate (LTC). May provide administrative support with the generation of the title reports/certificates. Works closely with the Title Supervisor to ensure the property records are being examined properly and the reports/certificates prepared in the correct format. May scan project documents for indexing and electronic storage in the project database or other locations designated by the client. Assumes additional responsibilities as required.

### **Data / Document Specialist**

Reports to the Right of Way Coordinator / Document Supervisor and has 2 years of experience on real estate rights acquisition projects or its equivalent. Responsible for the preparation of all documents needed for the acquisition of real estate rights for the construction, reconstruction, enlargement, or maintenance of transmission and/or distribution facilities including: easements, deeds, leases, licenses, permits, damage agreements, right of entry agreements, option agreements, contracts, and other documents as required. Records legal documents with appropriate public record venues and maintains document files (electronic and hard copies) at the project level. Working with Clerical Support, prepares other documents such as letters, memos, transmittals, schedules, reports, budgets, charts, payment schedules and presentations using standard computer tools such as word processing (Word) and spreadsheets (Excel), and presentation software (PowerPoint). Generates mass mailings of letters, notices and other correspondence to multiple property owners and other stakeholders related to project activities, status and schedules potentially affecting their property. May prepare working files, project files, offer letters and packets for delivery by mail or in person by the agents assigned to the project. Updates and maintains the project database on platforms provided by the client and/or real estate services provider. Oversees all landowner data and generates project lists and reports required by the Project Manager, Supervisor and client. Assists and may be responsible for the generation and monitoring of progress and status reports for all phases of the project. May scan project documents for indexing and electronic storage in the project

database or other locations designated by the client. Assumes additional responsibilities as required.

### **Clerical Support**

The Clerical Support position provides administrative support to the project team members with 0 - 2 years of experience as an administrative assistant. Working under a Supervisor or Data/Document Specialist, duties include the generation of documents such as letters, memos, transmittals, schedules, reports, budgets, charts, payment schedules and presentations using standard computer tools such as word processing (Word) and spreadsheets (Excel), and presentation software (PowerPoint). Scanning files and documents for electronic storage and the input of data into the project database. Maintain document files (electronic and hard copies) at the project level. Responsible for handling front office reception, answering phones, handling inquiries, sorting and distributing mail and ordering office supplies. Assumes additional duties as required.

### **Graphical Information System (GIS) Supervisor**

Graphical Information System (GIS) Supervisor is responsible for posting new or editing data in GIS and associated database applications in accordance with system-wide graphics and data standards and for providing related graphics/mapping services. Responsible for supervising employees involved with providing timely and accurate GIS data. Accountable for data management, which includes creating, analyzing, reporting, converting or transferring data using specialized applications program software. Supervise employee activities required to post, maintain and correct work orders in GIS and associated databases, customer tie links between GIS and customer records systems, and land base exchanges within GIS. Manage activities required to field check data for GIS and associated databases. Supervise employee activities associated with providing help services to users of the various GIS applications and databases. Work to resolve problems associated with maps, sketches and drawings being processed, including computer application methodology and software functionality. Check work performed by personnel for accuracy and compliance with all Company standards and methods. Responsible for ascertaining that all mapping, design and drawing standards are maintained and that all subordinates are trained in the proper procedures of GIS work. Develop opportunities and new ideas and approaches that have system-wide impact. Identify, clarify, resolve, and initiate solutions to complex problems that require multi-functional, or organizational, interfacing and/or multi-disciplined analytical techniques. Lead project and development activity related to specific, unique, and/or highly specialized areas of the GIS application.

### **GIS Technician**

The Graphic Information System (GIS) Technician reports to the Supervisor and is responsible to perform computer graphics duties to maintain data, prepare maps, sketches, diagrams and other technical drawings and reports. Interpret and enter field data into GIS, and various support functions. Performs methods of data capture including the creation/downloading of land parcels, obtaining current base maps, locating pertinent cultural and environmental data, and various other support functions as needed to ensure a correct and complete spatial and tabular database. Create, revise and maintain technical data used for reports maps and sketches, and maintain material and property equipment records. Obtain information required to perform work from multiple resources including; verbal/electronic communications, sketches, marked drawings, field notes and technical

reference manuals. Work to resolve discrepancies to assure that data reflects accurate field conditions. Responsible for the organization, collection, maintenance and consistency of data for the GIS. Uses spatial data software and principals, methods and techniques of GIS analysis to assist management in land and resource analysis. Develops, assembles, edits and revises maps and map products using GIS cartographic concepts, principles and processes. Design and run moderately complex queries and reports defined to pull data from graphical and non-graphical databases. Demonstrate a proficiency in various related data systems utilized to perform GIS duties.

#### OTHER CONDITIONS

- Laptops and cell phones will not be provided or pay separately.
- Mileage and Per Diem shall be authorized in advance by Real Estate AVANGRID. Only the mileage above and beyond the normal commute to the primary work location will be paid.
- Agent License fees will not be assumed by AVANGRID.
- The vendors must take the AVANGRID Ethic and Compliance training and will be required to comply with the AVANGRID processes, policies, procedures and forms.

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## **ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES**

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

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

The provision of the Services shall be governed by the order of precedence set forth in the Agreement, Section 2.2(c) of the Agreement.

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

Supplier further agrees to do the following:

A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.

B. Supplier has read, understands and shall comply with **Schedule E**, hereby referred to as “Special Conditions”, attached hereto and made a part hereof.

C. Upon execution (for purposes hereof execution means when Supplier has begun to provide Services pursuant to the Purchase Order) of a Purchase Order:

1) Supplier has examined all available records pertaining to the work.

2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier’s known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Customer. The Customer assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Customer.

## **ARTICLE 2 - CONTRACT PRICE**

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

### **ARTICLE 3 - REIMBURSABLE ITEMS**

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

#### **A. Fees**

Supplier shall be paid at the rates per hour specified in **Schedule D** to the Agreement for time spent in the actual performance of Services hereunder, including the preparation of reports, UNLESS a predetermined firm lump sum price has been agreed upon by both parties for all or part of the work, the criteria of which would take precedence as referenced therein. Time spent in Normal Commuting is not a billable expense. The term "Normal Commuting" means Supplier's first trip to any Work Location in a given day and Supplier's last trip from any Work Location in a given day. The term "Work Location" shall mean any location at which Services are or are to be performed by the Supplier. The term "Supplier's Base" shall mean the location or respective locations (which shall be disclosed to Customer in advance) from which Supplier will normally travel to Work Locations to perform Services. The Supplier agrees whenever possible, to coordinate travel arrangements that will maximize time spent in performing Services for the Customer.

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

(ii) Customer reserves the right to renegotiate or reject expenses when the Supplier's local office personnel are not utilized for the awarded project but meet the required job classification/criteria to complete the project and Supplier utilizes resources from other Supplier's offices.



## **B. Travel Expenses**

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

- Customer will pay or reimburse Supplier for the actual cost of reasonable meals; and
- Customer will not reimburse Supplier's meal expenses for travel when an individual leaves their home base and returns to their respective home base within the same day.

(ii) Supplier will use the travel agency online platform provided by Customer and the choices therefore offered to book the necessary travel arrangements. (car rental, hotel, plane/train, etc.).

(iii) The Supplier may rent a car to travel from Work Location to Work Location. Supplier will be reimbursed actual cost of all parking, highway, and/or bridge charges paid en route.

## **ARTICLE 4 - PAYMENTS**

**A.** Payments of any undisputed portions of an invoice will be made by the 60<sup>th</sup> day after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

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

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

The following documentation must accompany each invoice:

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

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

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

(iv) For the initial invoice submitted by Supplier for the Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer and/or Company under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer and Company with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

Supplier acknowledges that invoices which do not contain the above information or are not addressed as stated in the Purchase Order may cause payment delay.

#### **A) Method of payment**

All payments by Customer and/or Company will be made by bank transfer to the following bank account owned by the Supplier: \*\*\* (preferred option). Supplier must prove the account ownership and the identifying details of the bank account.

Any change in the bank details of the Supplier must be duly notified to Customer and/or Company, including the relevant supporting documentation. Otherwise, Customer and Company will not be obligated to make payment to the new account and payment to the former account will constitute a discharge of all obligations by Customer and Company. In any case, Customer and Company may withhold the corresponding payment, without incurring any type of liability, until the provider proves reasonable evidence of the ownership of the bank account. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

#### **B) Communications**

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement shall be made in writing through the secure communication channel implemented for that purpose by Customer and/or Company. If such secure communication channel is not available, such notifications, requests and other such

communications by Supplier must be either: (i) delivered personally; (ii) sent by fax or e-mail (with confirmation); or (iii) sent by mail (with proof of delivery) to the address listed as belonging to each party in the Agreement.

#### **ARTICLE 5 – TAXES**

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

#### **ARTICLE 6 – CHANGES**

No changes in the Scope of Services are authorized unless made by Customer and sustained by written Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. No changes in the Agreement will be made without a Supplement agreed by Customer and/or Company(ies). Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

#### **ARTICLE 7 - CLAIMS/DISPUTES**

**A.** Any claims by Supplier relating to this Agreement, must be submitted to the Customer in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.

**B.** The notice of claim shall include the particulars and shall specify the cause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Supplier considers itself to be entitled in connection with the Agreement.

**C.** dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

**D.** The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may

refer the dispute to a court under Article 41 which is to be the sole legally binding forum available to the Parties for resolution of a dispute hereunder.

#### **ARTICLE 8 – AUDIT**

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

#### **ARTICLE 9 - RIGHTS, PRIVILEGES, REMEDIES; NON WAIVER**

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

#### **ARTICLE 10 - NON WAIVER OF RIGHTS**

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

#### **ARTICLE 11 - SET-OFF**

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

#### **ARTICLE 12 - CONFLICTING DOCUMENTS**

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.2(c) of the Agreement shall govern such conflict.

**ARTICLE 13 - INDEPENDENT SUPPLIER**

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Customer, where Supplier's personnel work out of Customer's offices under Customer's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement.

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

**ARTICLE 14 – SUBCONTRACTS**

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing hereunder shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work together with all materials for an evaluation by Customer's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer, which shall not be unreasonably withheld. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of all subcontracts shall be furnished to the applicable Customer contract management representative.

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

### **ARTICLE 15 - THIRD PARTY BENEFITS**

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

### **ARTICLE 16 – SAFETY**

Customer may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Customer's Safety Rules and Regulations for Suppliers are attached hereto and made a part hereof, as ***Appendix 1 to this Schedule C*** and shall apply to all work performed under this Agreement.

### **ARTICLE 17 – ACCIDENT, SECURITY AND LOSS PREVENTION**

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions, prudent industry practice, and progress of the work. Supplier is responsible for the security and protection of its own equipment, supplies, and tools used in connection with the Services. Supplier must use due care to protect any of the Customer's or Company(ies)'s property in its possession or under its control at any time while performing the Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is responsible for any damage to such property resulting from its failure to use such care. For the avoidance of doubt, this Article shall be subject to the terms of the Data Security Rider, if applicable.

### **ARTICLE 18 – INSURANCE**

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

### **ARTICLE 19 – INDEMNIFICATION**

Supplier will indemnify, defend at its expense and hold harmless, to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, shareholders, managers, members, partners, agents successors, permitted assigns, and all affiliated and subsidiary companies, corporations, trusts, subsidiaries of the foregoing and individuals which are now or may hereafter be owned, controlled, operated, or directed by or a subsidiary to Customer (the

"Indemnatee"), from and against any and all claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

- A. any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement;
- B. any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement;
- C. any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that:
  - i. the Indemnatee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier;
  - ii. the Indemnatee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier;
  - iii. any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnatee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnatee's employees; and
  - iv. the Indemnatee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;
- D. bodily injury, including death, to any person or persons due to the negligent, reckless or willful actions or omissions of the Supplier or its agents or subcontractors; or
- E. damage to or destruction of any property, including loss of use thereof, due to the negligent, reckless or willful actions or omissions of the Supplier, or its agents or subcontractors.

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

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

## **ARTICLE 20 – WARRANTY**

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any Customer and applicable Company's technical documentation, standards, manuals and procedure or and other procedure specified in the RFP together with the specifications set forth in a Purchase Order or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's Services are faulty, the Supplier shall for a period of one (1) year after completion of Services, without labor charge and adders or other fee to Customer, promptly re-perform such Services to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law. The warranty hereunder is transferable to any assignee of Customer's rights under this Agreement, including for any remaining warranty period should an assignment occur.

## **ARTICLE 21 - APPROVAL/ACCEPTANCE**

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

## **ARTICLE 22 - FORCE MAJEURE**

For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party's performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), an increase in prices, a change in market demand, a change in law, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric*



*Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier's compliance, or failure to comply, with Applicable Laws, Permits, or Governmental Authority-imposed measures. Force Majeure may include the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier's Personnel, Subcontractors and other employees of the Supplier; (d) ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such radiation or radio-activity; or, (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean conditions). Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than twenty (20) days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall furnish timely reports every 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, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than twelve (12) months, that shall entitle Customer to terminate the Agreement or Purchase Order, as the case may be.

### **ARTICLE 23 - TITLE AND LIENS**

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

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Customer, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Customer, the Customer shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

#### **ARTICLE 24 - PROGRESS AND COMPLETION**

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

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

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

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

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

The Parties acknowledge and agree that because of the unique nature of the performance it is difficult or impossible to determine with precision the amount of damages that would or might be

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

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

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

#### **ARTICLE 25 - EMERGENCIES**

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

#### **ARTICLE 26 - WORK STOPPAGE**

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

#### **ARTICLE 27 - TERMINATION**

Customer may for any reason, with or without cause, on written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Customer except as stated in this Article. Termination of a scope of work or a Purchase Order under this Article 27 does not terminate this Agreement unless expressly stated in the notice of termination. In full discharge of any obligations to Supplier with respect to this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services satisfactorily performed prior to receipt by Supplier of notice of termination; provided,

however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

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

In the event of such termination, the preceding paragraph of this Article shall not apply and Customer shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Customer may retain from any money otherwise due for Services rendered prior to termination an amount which Customer reasonably determines is adequate to cover all damage resulting from the Supplier's default. In the event that Supplier demonstrates

that a cancellation for default is erroneous, the cancellation shall, at Customer's option, be withdrawn or be deemed to have been issued as a termination for convenience pursuant to the preceding paragraph and the rights and obligations of the parties hereto shall in such event be governed accordingly. The value of Services performed not in accordance with this Agreement shall be subject to audit, assessment and approval by Customer.

#### **ARTICLE 28 – TERM AND SURVIVAL**

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4 Payments, Article 5 Taxes, Article 7 Claims/Disputes, Article 8 Audit, Article 9 Rights, Privileges, Remedies, Article 10 Non Waiver of Rights, Article 13 Independent Suppliers, Article 14 Subcontractors, Article 16 Safety, Article 17 Accident, Security and Loss Prevention, Article 18 Insurance, Article 19 Indemnification, Article 22 Force Majeure, Article 23 Title and Liens, Article 31 Assignment, Article 36 Public Release of Information, Article 37 Limitation of Liability, Article 38 Confidentiality, Article 39 Equal Employment Opportunities Compliance, Article 41 Governing Laws, Article 47 Ethics, and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

#### **ARTICLE 29 - REMOVAL OF EQUIPMENT**

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

#### **ARTICLE 30 - FINAL PAYMENT**

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

#### **ARTICLE 31 - ASSIGNMENT**

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

### **ARTICLE 32 - SEVERABILITY**

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

### **ARTICLE 33 - NON WAIVER OF RIGHTS**

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

### **ARTICLE 34 - OWNERSHIP OF PLANS**

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description whether furnished to or prepared by Supplier under this Agreement shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, (iii) be deemed to have been prepared by Supplier for Customer on a work-made-for-hire basis, and (iv) shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Customer without further consideration all of its right, title, and interest in such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Customer, information and other data developed or acquired by or furnished to the Supplier in the performance of this Agreement shall be used only in connection with the work under this Agreement.

### **ARTICLE 35 - KEY PERSONNEL**

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

### **ARTICLE 36 - PUBLIC RELEASE OF INFORMATION**

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

### **ARTICLE 37 - LIMITATION OF LIABILITY**

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

### **ARTICLE 38 – CONFIDENTIALITY**

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

Any information, which is supplied by the Supplier to Customer will be similarly restricted, including clauses (i) through (iv) in the paragraph above. Customer will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, employees, and

consultants, to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.

Each Party agrees that they will cooperate with the other in an effort to minimize the amount of such information, which will be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

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

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

#### **ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

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

Without limiting the foregoing, the Supplier and each of its subcontractors (if any) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **ARTICLE 40 - SURETY BOND**

#### **ARTICLE 41 - GOVERNING LAWS**



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

#### **ARTICLE 42 - PERFORMANCE MONITORING**

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

#### **ARTICLE 43 - CONTINUOUS IMPROVEMENT**

#### **ARTICLE 44 - NO DISPUTE**

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

#### **ARTICLE 45 - SECURITY REQUIREMENTS**

Supplier shall comply with Customer's Security Requirements in their performance of Services as provided herein.

Services that involve access, process, storage or transmission of non-public information, the Parties agree that the Supplier and each of its subcontractors (if any) shall comply with the data security rider attached hereto as ***Schedule H*** and made a part hereof, which includes, without limitation, the following Annexes thereto:

- a) Annex 1 (the “Cyber Insurance Rider”)
- b) Annex 2 (the “Third Party Lite Assessment”). For purposes of clarity, Supplier and each of its subcontractors (if any) agree to complete the Third Party Lite Assessment that assesses the Supplier’s security program and maturity level; provided, however, additional questions may be required by Customer based on the answered submitted by Supplier.
- c) Annex 3 (the “Security Scope Framework”). For purposes of clarity, Supplier and each of its subcontractors (if any) agree to complete the security scope framework; provided, however, additional questions may be required by Customer based on the answered submitted by Supplier.
- d) Annex 4 (the “IT Service Provider Requirements).
- e) Annex 5 (the Third Party Mobile Attestation”).
- f) Annex 6 (the “Cloud Security Assessment”). For purposes of clarity, Supplier and each of its subcontractors (if any) agree to complete the Cloud Security Assessment to assess and determine the risks associated with a cloud computing provider and compliance to the Annex 7 (the “Cloud Controls Matrix.”).
- g) Annex 8 (the “Cybersecurity Cloud SaaS Requirements”).
- h) Annex 9 (the “ NERC CIP TCA and RM”).
- i) Annex 10 (the “TCA\_RM Vendor Attestation”).
- j) Annex 11 (the “CIP 13 Supplier Risks Requirements”)
- k) Annex 12 (the “CIP 004 Cyber Security Personnel & Training Requirement”). For the purposes of clarity Supplier and each of its subcontractors (if any) shall have a documented personnel risk assessment program, in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements, for personnel having authorized cyber or authorized unescorted physical access to Critical Cyber Assets.

#### **ARTICLE 46 - EMPLOYEE SOLICITATION**

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

#### **ARTICLE 47 – ETHICS**

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

#### **ARTICLE 48 – UTILIZATION OF SMALL BUSINESS CONCERNS**

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

#### **ARTICLE 49 – SMALL BUSINESS SUBCONTRACTING PLAN**

Some or all of the Goods and Services provided hereunder may be used in a contract with the Federal government and, therefore, may be subject to the requirements of FAR section 52.219-9. If applicable, each Supplier (except small business concerns) whose contract is expected to exceed \$650,000 (\$1,500,000 for construction) and has subcontracting possibilities is required to submit

an acceptable subcontracting plan to the Customer. The plan shall include spending goals with businesses that are defined by the U.S. Small Business Administration as small, women-owned small, veteran-owned small, service-disabled veteran-owned small, HUBZone, small disadvantaged (SDB), Alaskan Native Corporations, and Indian tribes. If the Supplier fails to submit a plan within the time limit prescribed by the Customer, Customer may terminate this Agreement.

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

#### **ARTICLE 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.

**SCHEDULE D**

**Pricing Terms**

- 1. Prices shall remain firm for orders placed during the term of this Agreement.
- 2. Payment Terms are Net 60 days from date of invoice.

|                                                   |  |
|---------------------------------------------------|--|
|                                                   |  |
| STATE of NY                                       |  |
| Management Representative / Program Manager       |  |
| Project Manager                                   |  |
| Right of Way Supervisor / Lead Right of Way Agent |  |
| Senior Right of Way Agent                         |  |
| Right of Way Agent                                |  |
| Title Supervisor / Title Examiner                 |  |
| Title Agent                                       |  |
| Right of Way Coordinator / Document Supervisor    |  |
| Data / Document Specialist*                       |  |
| Clerical Support*                                 |  |
| GIS Supervisor                                    |  |
| GIS Analyst*                                      |  |
| GIS Technician*                                   |  |

|                                                          |  |
|----------------------------------------------------------|--|
|                                                          |  |
| <b>STATE of CT</b>                                       |  |
| <b>Management Representative / Program Manager</b>       |  |
| <b>Project Manager</b>                                   |  |
| <b>Right of Way Supervisor / Lead Right of Way Agent</b> |  |
| <b>Senior Right of Way Agent</b>                         |  |
| <b>Right of Way Agent</b>                                |  |
| <b>Title Supervisor / Title Examiner</b>                 |  |
| <b>Title Agent</b>                                       |  |
| <b>Right of Way Coordinator / Document Supervisor</b>    |  |
| <b>Data / Document Specialist*</b>                       |  |
| <b>Clerical Support*</b>                                 |  |
| <b>GIS Supervisor</b>                                    |  |
| <b>GIS Analyst*</b>                                      |  |
| <b>GIS Technician*</b>                                   |  |

### **Supplier Expenses**

Supplier will bill project-related reimbursable expenses at cost and supported by receipts. Real Estate Department must approve the expense in advance

Supplier will bill per diem costs per the current US General Services Administration (“GSA”) Continental US (“CONUS”) 2021 rates. Real Estate Department must approve the expense in advance

Supplier will bill mileage reimbursements at the approved US Internal Revenue Service (“IRS”) 2021 rate per business mile. Real Estate Department must approve the expense in advance

### **Additional Terms**

Overtime to eligible employees and approved in advance by Avangrid, shall be incurred after 40 hours per week. The premium paid for overtime is 1.3x times the base hourly rate.

## **SCHEDULE E**

### **Special Conditions**

#### **Mini-tender process and Unit Pricing**

For Services with specific scope and deliverables, the Supplier will be invited to provide a best and final offer through a mini-tender proposal process. The proposal shall include two (2) components:

- **Firm-fixed Unit Prices Cost**  
Estimate for activities/deliverables as agreed with the Customer.
- **Time and Material Cost**  
Estimate: For any deliverable(s) not requested under Firm-fixed unit pricing, the Supplier shall provide a time and materials estimate that includes at least the following:
  - Unit Quantity (Labor Hours etc.)
  - Resource Type Description
  - Rate of Resource
  - Reimbursables (if applicable)
  - Sub-total of services and reimbursable (if applicable)
  - Total (notation including inclusion/exclusion of any taxes)

#### **Escrow**

Supplier shall provide an Escrow account, funded by Customer, for the purposes of payments made on behalf of Customer for projects, i.e. easement payments, property purchases, etc. This Escrow will be made available to Customer free of charge, without monthly maintenance or Escrow agent and administrative fees. This excludes any fees which may be paid by Customer to Supplier to process end of year 1099 statements and alike.

#### **Resource management**

- The Customer requires timely submission of reporting related to time allocation by activity for all Supplier resources that are considered under the Firm-fixed unit price.
- The Customer requires that invoicing must include firm fixed unit and time and material invoicing. The classification and/or categorization of activities shall be determined by the Customer and defined as part of the request for proposal process. For time and material invoicing, the Customer will not be invoiced for resources at forty (40) hours a week if the resources are not fully utilized for all 40 hours.
- The Customer is not responsible or expected to approve timesheets or time spent on specific services or activities. This shall be the responsibility of the Supplier.

- The Supplier will be responsible for answering any Customer questions or inquiries with respect to any items pertaining to Firm-fixed unit and/or time and material scope of service pricing.
- Project manager/resource coordinator: Supplier will provide a single point of contact to coordinate resource needs and allocation. The project manager must hold a Project Manager certificate (PMP or equivalent) and will be responsible for the performance of the Supplier's resources.
- In no case shall the Customer be responsible for providing the Supplier with access to equipment or supplies required to perform any services requested.

### **MSA management**

The Supplier acknowledges and understands that the current MSA will be managed by Customer's Real Estate Department. All Purchase Orders will not be issued without direct approval by Real Estate, regardless of which Avangrid department has requested Supplier's services or amount of Purchase Order.

If a Supplier does receive a purchase order supplied by any other business area other than Real Estate, without Real Estate's explicit approval, the Supplier agrees to notify the Real Estate Management Team of the following within two (2) business days of receipt:

- Purchase Order Number and Notice received.
- Scope of Service provided to obtain Purchase Order.
- Responses to any questions following up to the items above.

### **Reporting**

The Supplier shall use the data management system and reporting required by AVANGRID Real Estate to create, update, or maintain any data, documents, or alike specific to the activities performed on behalf of the Customer. Document templates for reports and other requirements or requests will be provided to the Supplier, and Customer will not accept data or format of reports other than what has been requested.

### **Accrual and Invoice Submission**

The Supplier shall submit monthly accrual and invoices for approval and shall use the document templates that will be provided by the Customer. Unless otherwise noted, Customer will not accept data or format of accrual submissions in any other format other than what has been provided by Customer. Additionally, all accruals or invoices must be submitted to Real Estate in a timely manner – within 5 business days after the end of the service period. All invoices and accruals must be sent to Real Estate directly for approval.

### **GIS and Data Services**

Supplier shall be responsible for GIS and data updates for all activities or scopes of services requested from said Supplier. Unless otherwise noted, Supplier shall utilize the GIS platform as provided by the Customer.



**Quality Management**

Supplier shall be responsible for developing, maintaining, and updating a quality management process that will ensure quality control and management over all processes and workstreams related to the services provided by Supplier. Quality management plans relevant to the Supplier's scope of services shall be submitted to Customer.

**Off-site (Remote) Services**

The Supplier shall be responsible for providing off-site (remote) support services for mailings and other assignments as requested and needed. In no case shall the Customer be responsible for providing the Supplier with access to equipment or supplies required to perform any services requested.

Supplier will provide its personnel with the necessary phones and computers. Upon request and after assessing the need, Customer may provide Supplier with computers based on the project needs.

**Office space**

Upon the Customer's sole decision, Supplier's personnel will be assigned to an office.

## **SCHEDULE F**

### **Notices**

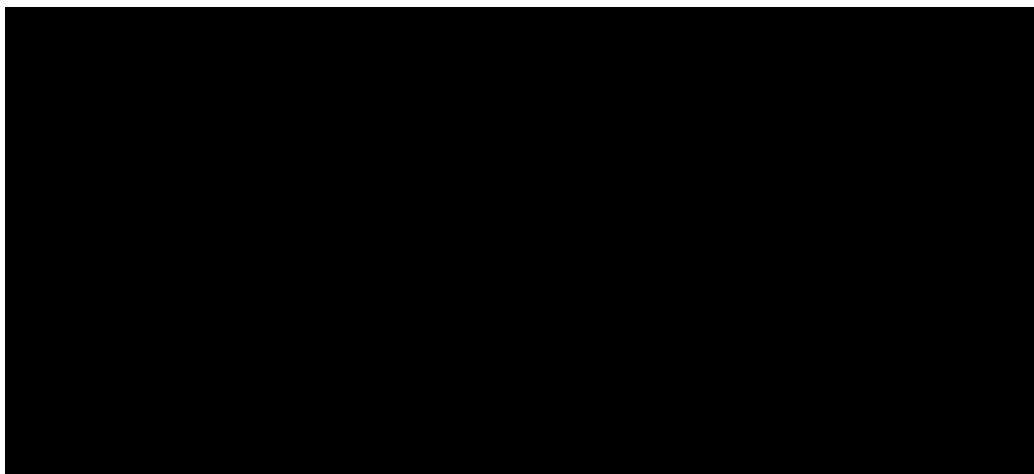
Along with all other correspondence requirements included in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. 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:  
Esther Serra  
Contract Administration  
89 East Avenue  
Rochester, NY 14649  
Phone: 585-724-8028  
Fax: 585-771-2820

With Copy To :

Real Estate Services  
89 East venue  
Rochester, NY 14649  
Phone: 585-441-4220  
Email: esther.serra@avangrid.com



## **SCHEDULE G**

### **Insurance Requirements**

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below.

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

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

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

#### **A. General Insurance Requirements**

Each insurance policy shall:

- 1) be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best Rating of not less than "A- VII" and a policyholder surplus of at least \$25,000,000.
- 2)
- 3) add Customer and its Affiliates as additional insureds except of any required professional liability coverage, which shall name Customer and its Affiliates as indemnified parties, and except for Workers Compensation;
- 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;
- 5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
- 6) notify Customer of any reduction in the aggregate policy limits;
- 7) ;
- 8) for general liability and automobile, be primary and non-contributory with respect to Customer and its Affiliates;
- 9) contain a waiver of subrogation in favor of Customer and its Affiliates;

- 10) for general liability, contain a separation of insureds clause; and
- 11) contain a terrorism provision;
- 12)

## B. Required Coverages

### 1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory

Coverage B: Limits apply per issued annual policy

Bodily Injury by Accident - \$500,000 each Accident

Bodily Injury by Disease - \$500,000 each Employee

Bodily Injury by Disease - \$500,000 Policy Limit

Policy Information Page Requirements:

Item 1 – First Named Insured and Other Named Insureds

Item 3.A. – State(s) of Operations

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

Endorsements;

Voluntary Compensation – WC 00 03 11 A

### 2) Automobile Liability

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

Uninsured/Underinsured – Minimum allowed by State law

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

Symbol – 1

Endorsements:

Employees as Insureds

Fellow Employee Coverage

### 3) General Liability: ISO Form CG 00 01 or its functional equivalent

Per Occurrence - \$1,000,000

General Aggregate - \$2,000,000

Products Completed - \$2,000,000

Personal and Advertising Injury - \$1,000,000

Endorsements:

Contractual Liability Amendment To discuss, what does this mean?

Independent Contractors Coverage

No Punitive or Exemplary Damages Exclusion (not covered where they cannot be covered by law)

No Subsidence Exclusion

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

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

5)

Coverage:

- 6) Professional Liability:  
Per Claim - \$5,000,000  
Policy Aggregate - \$5,000,000

Coverage:

Extended Reporting Period – 120 months

Retroactive Date – Date of first design

No Exclusion for punitive damages to the extent insurable (**Punitive damages are not covered where they cannot be covered by law.**)

## **SCHEDULE H**

### **Data Security Rider**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The Processing activities that will be carried out by VENDOR are: Property mapping, line list generation, landowner consultation management, landowner agreement preparation, landowner agreement execution, landowner data collection, payment coordination. .
- The categories of Personal Data that will be Processed by VENDOR are: Line list and W9.
- The categories of Personal Data subjects whose information will be processed by VENDOR are: n/a.
- The instructions for the Processing of Personal Data are: n/a.

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

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

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

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

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

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

(A) The name and contact details of the VENDOR, any subcontractor, where applicable and as previously authorized by CUSTOMER, the CUSTOMER on whose behalf the VENDOR is Processing Personal Data, their respective representatives and, where applicable, the data protection officer;

(B) The categories of Processing activities carried out on behalf of CUSTOMER;



(C) Where applicable, international transfers of Personal Data to a third country or international organization, identifying the third country or international organization, and identification of appropriate safeguards;

(D) A general description of the appropriate Technical and Organizational Measures that VENDOR is implementing relating to:

- The ability to ensure the continued confidentiality, integrity, availability and resilience of Personal Data Processing systems and services;
- The ability to quickly restore availability and access to Personal Data in the event of a physical or technical incident; and
- A process of regular verification, evaluation and assessment of the effectiveness of Technical and Organizational Measures to ensure the security of the Personal Data Processing;
- Pseudonymization and encryption of Personal Data;

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

(A) Ensure the continued confidentiality, integrity, availability and resilience of Processing systems and services;

(B) Quickly restore availability and access to Personal Data and Company Data in the event of a physical or technical incident;

(C) Verify and evaluate, on a regular basis, the effectiveness of the Technical and Organizational Measures implemented;

(D) Pseudonymize and encrypt Personal Data, where applicable; and

(E) Safely secure or encrypt all Sensitive Personal Data, Critical Infrastructure Information and other information that relates to the operation or functionality of plants, factories, networks, or grids of the CUSTOMER or its affiliates or to which they have access, during storage or transmission;

(iv) Except as may be necessary in connection with providing services to CUSTOMER (and provided that immediately upon the need for such Personal Data and Company Data ceasing, such Personal Data or Company Data is immediately destroyed or erased), not use or maintain any Personal

Data or Company Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit; and ensure that any such portable device or unit is encrypted.

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) VENDOR shall cease Processing Personal Data and Company Data and return, delete, or destroy, or cause or arrange for the return, deletion, or destruction of, all Personal Data and Company Data subject to the Agreement and this Rider, including all originals and copies of such Personal Data and Company Data in any medium and any materials derived from or incorporating such Personal Data and Company Data, upon the expiration or earlier termination of the Agreement, or when there is no longer any

legitimate business need (as determined by CUSTOMER) to retain such Personal Data and Company Data, or otherwise on the instruction of CUSTOMER, but in no event later than ten (10) days from the date of such expiration, earlier termination, expiration of the legitimate business need, or instruction. If applicable law prevents or precludes the return or destruction of any Personal Data or Company Data, VENDOR shall notify CUSTOMER of such reason for not returning or destroying such Personal Data and Company Data and shall not Process such Personal Data and Company Data thereafter without CUSTOMER's express prior written consent. VENDOR's obligations under this Rider to protect the security of Personal Data and Company Data shall survive termination of the Agreement.

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

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

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

(iii) To the extent Cardholder Data is regularly maintained on the premises or property of VENDOR, VENDOR shall maintain a business continuity plan addressing the possibility of a potential disruption of service, disaster, failure or interruption of its ordinary business process, which business continuity plan provides for appropriate back-up facilities to ensure VENDOR can continue to fulfill its obligations under the Agreement.

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

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

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

(n) Notwithstanding anything in the Agreement or this Rider to the contrary, VENDOR shall indemnify, defend and hold CUSTOMER, its affiliates, and their respective employees, officers, representatives and contractors, harmless from and against all Losses 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.

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## Schedule A

### **General Security Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Protection against malicious software and known vulnerabilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Schedule B

**Cyber-Insurance Requirements**

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

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

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

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

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

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

## Schedule C

### Acceptable Use Requirements

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

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

### Definitions

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

## 1. Requirements and Practices

### 1.1 Electronic Devices

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

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

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

Devices.

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

## **1.2 Connection to Avangrid Cyber-infrastructure**

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

## **1.3 Use of Mobile Devices (for Remote Access)**

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

#### **1.4 Personally Owned Devices**

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

#### **1.5 Treatment of Software and Applications**

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

#### **1.6 Treatment of Information/Data**

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

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

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

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

## **1.7 User Access Credentials and Passwords**

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

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

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

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

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

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

## **1.8 Internet Use and Social Media**

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

## **1.9 E-mail Use**

- 1.9.1 All information created, sent, or received via Avangrid's e-mail system(s), including all e-mail messages and electronic files shall be the property of Avangrid.
- 1.9.2 Avangrid reserves the right to monitor, inspect and access such emails and electronic files.
- 1.9.3 The forwarding of Avangrid owned information/data to a personal e-mail account is prohibited.
- 1.9.4 Removing or circumventing any of the security controls enforced on the company email system (e.g. SPAM filtering, automatic email disclaimers, etc.) is prohibited.
- 1.9.5 Users shall not permit others to use their e-mail accounts. Based on user established permissions; calendars and/or mailboxes may be shared.



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

## **1.10 Incident reporting**

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

## **1.11 Contract Termination**

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

## **2. No Expectation of Privacy**

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

## **3. Monitoring**

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

## **4. Non Compliance**

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

## **SCHEDULE I**

### **Contractor Background Check Requirements**

#### *Domestic Background Checks*

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

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

The Background Check must be completed prior to initial access by Contractor Representative(s) and must, at minimum, meet the criteria specified in this Rule and be repeated every two (2) years for Contractor(s) and Contractor Representative(s) under continuing engagements. Any Contractor Representative who separates employment or other commercial relationship with the Contractor must undergo another Background Check prior to renewed access to the Company. The Company Department charged with managing the relationship with the Contractor hereunder (the “Company Liaison”) shall have the right to require more frequent Background Checks of Contractor Representatives or to require checks from other or additional sources than those listed above, and shall have the right to require that the Contractor furnish Background Check results to them. The Company reserves the right to audit Contractor’s Background Check process using either a third-party auditor or representatives from the Company’s Audit Department or the Company Liaison. All Contractor Representatives are responsible to self-disclose any misdemeanor or felony conviction(s) that occur during the course of their assignment hereunder within three (3) business days of the conviction. The conviction must be reported to the Contractor and the Company Liaison. If reported first to the Contractor, the Contractor shall notify the Company Liaison and the Company Director of Security within three (3) days of learning of the conviction. If, at any time during the term of this Agreement, it is discovered that any Contractor Representative has a

criminal record that includes a felony or misdemeanor conviction, the Contractor is required to inform the Company Liaison who will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Representative will be placed on, or continue in, the assignment with the Company, and consistent with, and to the extent permitted by, applicable state law. The Company may withhold its consent in its sole and absolute discretion. The failure of the Contractor to comply with the terms of this provision shall constitute good cause for termination of this Agreement by the Company, in whole or in part.

### *Foreign Background Checks*

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

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

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

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

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

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

# Contractor Certification Form

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

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

| Employee Name | Employer | Date of Last Background Check |
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Further, I attest that the employees, contractors, or subcontractors listed above working for **Avangrid Service Company** are in good standing and have been in good standing since their last background check.