



Amendment Number 1 to The Dark Fiber IRU Agreement

This Amendment Number 1 to the Agreement (as defined below) (this “Amendment”) is entered into as of September 30, 2021 by and between **Avangrid Service Company** (“Customer”) and [REDACTED] (“Supplier” or “STN”). Customer and STN each may be referred to individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the Parties to a Dark Fiber IRU Agreement dated as of November 28, 2016 (the “Agreement”); and

WHEREAS, the Parties desire to enter into this Amendment to reflect changes to the Agreement as are set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Amendment by reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the Parties hereby agree to amend the Agreement as follows:

- A) The Agreement is hereby modified to amend the Agreement to add the following Exhibit as part of Exhibit A to the Agreement, which are each attached to this Amendment and made a part of the Agreement, and which pricing terms shall be part of “Fees” under the Agreement:
 - EXHIBIT A-2: Pricing Terms for Dark Fiber IRU 2021-2024.
- B) The Parties acknowledge and agree that the pricing terms and payment amounts set forth in Exhibit A-2 to this Amendment for the additional fibers and segments are fixed for a period from the Effective Date of this Amendment through and including the later of (i) December 31, 2023 or (ii) three (3) years from the Effective Date of this Amendment (the “Pricing Term”). Customer and STN acknowledge and agree that there are no MRCs or usage-based charges for the Fiber IRU strands set forth in Exhibit A-2 to this Amendment and that Customer shall only pay a one-time fee for any Fiber IRU strands selected by Customer pursuant to a purchase order issued by Customer. Notwithstanding the foregoing, Customer is under no obligation to issue any purchase order for any or all Fiber IRU strands during the Pricing Term.
- C) STN’s prices reflected in Exhibit A-2 are based upon Customer’s November 2019 make-ready, pole attachment, cost allocation, and practices (billable and non-billable) rates consistent with applicable laws and regulatory requirements, which

STN used with the carriers and service providers which attached to and/or utilized Customer's poles and conduits. The Parties acknowledge and agree that Customer shall apply the applicable make-ready, pole attachment, cost allocation and practices (billable and non-billable) rates at Avangrid's November 2019 rates for the Pricing Term consistent with applicable laws and regulatory requirements; provided, however, that Customer may reasonably update applicable application / licensing processing fees and rental rates from time to time during the term of this Agreement consistent with applicable laws and regulatory requirements and then-applicable rates for Customer and to the extent that Customer raises such fees and rental rates, STN may impose a dollar-for-dollar increase in its charges.

- D) Section 28 of the Agreement is hereby modified to add the following provision to the Agreement:

“28. CODE OF ETHICS


STN shall comply with the Avangrid Suppliers' Code of Ethics ("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).”

- E) All references in the Agreement to defined terms shall be deemed to refer to such terms as such terms have or may have been amended, modified, or supplemented by this Amendment.
- F) Except as expressly amended by this Amendment, the Agreement shall remain unchanged and in full force and effect and the Parties hereby ratify and confirm the Agreement and each of its obligations.
- G) To the extent it is inconsistent with any provision of the Agreement, this Amendment will govern and, to that extent, this Amendment shall act as a modification and amendment of the Agreement.
- H) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflict of laws provisions.
- I) This Amendment may be executed in any number of counterparts, including electronic counterparts, each of which shall be deemed an original and, when taken together, shall constitute one and the same document.
- J) Capitalized terms used in this Amendment, which are defined in the Agreement and not otherwise defined herein, shall have their respective meanings as set forth in the Agreement.

[Signature page(s) follow.]


IN WITNESS WHEREOF, the Parties hereto have each caused this Amendment to be executed as of the date first set forth above.

Avangrid Service Company

By: 
Name: Robert L. Kump
Title: AVANGRID USA NETWORKS



Avangrid Service Company

By: 
Name: Andrea Vanluling
Title: VP Controller - Networks

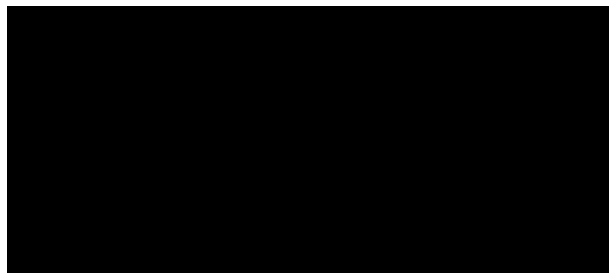


EXHIBIT A-2: Pricing Terms for Dark Fiber IRU

1. Prices shall remain fixed for orders placed during the Pricing Term of this Amendment.
2. Payment terms are Net 60 days from date of invoice.

