



Request for Proposals for Evaluation, Measurement, and Verification Consultant

for

**Electric Storage Program
per Docket No. 17-12-03RE03**

September, 2021

APPLICATIONS ACCEPTED BY **3 WEEKS AFTER RELEASE, 2021**

Connecticut Green Bank
Incentive Programs – Electric Storage Program
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Table of Contents

Contents

1. SECTION 1: SUMMARY 3

 1.1 STATEMENT OF PURPOSE 3

 1.1.1 EM&V Consultant and Project Filings 4

2. RESPONSE REQUIREMENTS 6

 2.1. ELIGIBLE APPLICANTS..... 6

 2.2 RFP SCHEDULE 6

 2.3 RFP RESPONSE PROCESS 7

 2.4 EVALUATION PROCESS 7

SECTION 3 - RFP RESPONSE FORMAT 8

 3.1 APPLICATION DELIVERY 9

 3.2 APPLICATION CONTENT REQUIREMENTS..... 9

SECTION 4 – SERVICES AND DELIVERABLES 10

SECTION 5 – TERMS AND CONDITIONS OF RFP PARTICIPATION 12

 5.1. RESERVED RIGHTS. 12

 5.2. FURTHER RESERVED RIGHTS. 12

 5.3. APPLICANT REPRESENTATIONS..... 12

 5.4. APPLICANT’S COSTS. 12

 5.5. NO COMMITMENT..... 12

 5.6. PROFESSIONAL SERVICE AGREEMENT. 12

EXHIBIT A..... 14

ADDENDUM A – ELECTRIC PROGRAM STORAGE SUMMARY 26

ADDENDUM B – ELECTRIC PROGRAM STORAGE DECISION BY PURA..... 27

Section 1: Summary

1.1 Statement of Purpose

On July 28, 2021 the Connecticut Public Utilities Regulatory Authority issued a final Decision in Docket No. 17-12-03RE03¹, which establishes a statewide electric storage program (Program), available to all customers and customer classes within the service territories of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) and The United Illuminating Company (UI), collectively the electric distribution companies (EDCs). The program will be delivered over nine years, beginning in 2022, in three-year cycles, giving the parties and the Authority opportunities to update the program guidelines as new circumstances may dictate.

The Authority has identified the following objectives for an electric storage program in Connecticut:

1. Provide positive net present value to all ratepayers, or a subset of ratepayers paying for the benefit that accrue to that subset of ratepayers;
2. Provide multiple types of benefits to the electric grid, including but not limited to, customer, local, or community resilience, ancillary services, peak shaving, and avoiding or deferring distribution system upgrades or supporting the deployment of other distributed energy resources;
3. Foster the sustained, orderly development of a state-based electric energy storage industry;
4. Prioritize delivering increased resilience to: (1) low-to-moderate income (LMI) customers, customers in environmental justice or economically distressed communities, customers coded medical hardship, and public housing authorities as defined in Conn. Gen. Stat. t. § 8-39(b); (2) customers on the grid-edge who consistently experience more and/or longer than average outages during major storms; and (3) critical facilities as defined in Conn. Gen. Stat § 16-243y(a)(2);
5. Lower the barriers to entry, financial or otherwise, for electric storage deployment in Connecticut;
6. Maximize the long-term environmental benefits of electric storage by reducing emissions associated with fossil-based peaking generation; and
7. Maximize the benefits to ratepayers derived from the wholesale capacity market.

The Program will be administered jointly by the Connecticut Green Bank (CGB) and the EDCs. In the final Decision, the Authority directs the EDCs and Connecticut Green Bank, collectively the Program Administrators, to retain a third-party EM&V Consultant for the first of the program cycles (2022-2024) to evaluate, measure, and verify results of the Program and prepare annual reports of varying scopes for review and approval by the Authority. The final Decision by PURA, in its entirety, provides the basis for the

¹ The final Decision is available at [click here](#)

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

scope of work to be performed by a third-party EM&V Consultant retained through this RFP.

The Authority anticipates that an amount not to exceed five percent of the total Program costs for any three-year program cycle will be available for services procured through this RFP.

1.1.1 EM&V Consultant and Project Filings

Through this RFP, the Program Administrators seek to retain a third-party company, or team of companies, to evaluate, measure, verify, and report results of the Electric Storage Program, in accordance with the guidance and directives of the Public Utilities Regulatory Authority (PURA) in its final Decision in Docket No. 17-12-03RE03. The EM&V Consultant will develop Program metrics, associated calculation methodologies, and data requirements for verifying Program performance based on the established metrics.

The selected EM&V consultant will be responsible for the following tasks:

- Program Metrics
- Annual Reporting

Program Metrics

The selected EM&V Consultant will be responsible for developing the Program metrics specified in PURA's final Decision, which include, but is not limited to:²

- The actual, realized benefit-cost ratios for all five cost tests listed in Section IV.;
- Program incentive funds disbursed (\$);
- Program administrative costs (\$);
- Installed system cost (\$/kW and \$ \$/kWh);
- Installed capacity (number of units, kW, and kWh);
- Number of residential, LMI and underserved community, and C&I units installed;
- Percentage of total residential deployment receiving the upfront incentive adder for low-income customers and underserved communities;
- Percentage of residential deployment in underserved communities;
- Percentage of residential deployment to customers enrolled in a utility hardship program;
- Amount of kW per called event;

² As noted by PURA in its final Decision, it encourages additional reporting proposed by the CGB in its RFPD Response – [click here](#). See specifically responses in Sections H.1.1.2 and H.1.3 within the original Solarize Storage proposal submitted by the CGB on July 31, 2020.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

- Peak demand savings (kW) based on ISO-NE definition for both active and passive demand response;
- Fraction of usable solar energy used for back-up power, as well as passive and active demand response by location, anonymized and aggregated for public reporting;
- Number of back-up power incidents and peak dispatch events, and battery availability for the incident and events by location, anonymized and aggregated for public reporting;
- Aggregate avoided emissions (CO₂, NO_x, SO_x);
- Emissions data (CO₂, NO_x, SO_x) at the most granular level practicable; and
- Average project metrics, such as:
 - Incentive per unit,
 - Electric storage system size (kW),
 - Electric storage system size (kWh)

The selected EM&V Consultant and the Program Administrators must meet the EM&V requirements as outlined in the PURA final Decision, and jointly they may identify additional metrics to be included in the program performance verification process (e.g., process to verify participant participation in the ISO-NE markets to better understand how such participation impacts the expected Program benefit-cost ratios and any implications for the Program's active and passive dispatch settings, and the quantification of non-energy benefits such as added resilience for underserved communities and small businesses, or the local health benefits of replacing fossil fuel-based peaking generation and back-up generators).³

In preparation for a submittal by the Program Administrators to the Authority on or before December 15, 2021, the selected EM&V Consultant will prepare, for each metric proposed to be included in the program performance verification process, the associated calculation methodologies and data requirements for verifying Program performance.

Annual Reporting

The EM&V Consultant will be involved in the preparation of several reports to be submitted to PURA during the first three-year program cycle:

- 1) The EM&V Consultant will support the Program Administrator's filing of an annual report in each of the three years to be submitted in the appropriate Annual Review proceeding, which will be conducted on or around August 1 of each year during the first two years of each three-year Program Cycle (i.e., 2022 and 2023), to review key metrics and to make strategic adjustments, and will include, among other information, details of the savings delivered and progress on the Authority-approved Program metrics.

³ PURA final Decision (p. 26 and 34)

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

- 2) The EM&V Consultant will submit a full report on the established Program metrics on or around June 15 of the last year of each three-year program cycle (as applicable to this RFP, on or around June 15, 2024).

As part of the annual reporting, the EM&V consultant shall work with the Program Administrators to securely aggregate all relevant program data needed to produce the program metrics. The Consultant shall produce a draft version of the metrics on a regular basis for the Administrators on at least a quarterly basis. It is the desire of the Program Administrators to monitor program metrics and analyze the data often. A solution and partner that fosters data transparency is the ultimate goal.

The Green Bank will act as a central data aggregator for the three program Administrators. It will implement API's or other automated processes to collect raw data with regard to program participant information and system use and dispatch from the EDC's. The data will live in a secure data warehouse built by the Green Bank to which the EM&V consultant will have access. The Green Bank will also grant access to the Department of Energy and Environmental Protection, the Office of Consumer Counsel, and the Authority.

The EM&V Consultant will maintain the privacy and data security policies of the program administrators at all times. They will anonymize data and restrict the sharing of Personally Identifiable Information (PII) where appropriate.

2. Response Requirements

2.1. Eligible Applicants

This is not an open solicitation. Only applicants approved through the CGB's recent 2021 Request for Qualifications process, on the CT Energy Efficiency Board's Evaluation Committee's list of pre-qualified contractors, or on the EDCs' list(s) of qualified EM&V contractors will be considered. In addition, each must be an established company in good financial standing and must demonstrate to the Program Administrators satisfaction that they can meet the requirements specified in this RFP. Applicants must also demonstrate experience with battery storage technologies and provide evidence they can assemble the team needed to meet the responsibilities presented in this RFP.

2.2 RFP Schedule

Description	Date
RFP Issued	September 17, 2021
Due date for Applicant questions	October 1, 2021

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

Q&A webinar	Week of September 20 th or Week of September 27 th
Applicant Final Responses Submission Due Date	October 15, 2021
Program Administrators' Decision & Bidder(s) Notification	November 5, 2021
Professional Services Agreement Signature Due Date	November 19, 2021

2.3 RFP Response Process

The RFP Response process is as follows:

- Questions regarding the RFP may be addressed to RFP-Responses@ctgreenbank.com. The Green Bank will collect questions and post answers on our website by October 5.
- The Program Administrators will host a webinar to answer questions the week of September 20.
- A complete RFP response will be submitted by the Applicant to the Green Bank at RFP-Responses@ctgreenbank.com
- The Green Bank will send an email notifying the Applicants that their application has been received.
- The Program Administrators will review the RFP Response application and request missing documentation if applicable. Staff shall assess completeness and responsiveness of proposals to eliminate non-conforming proposals. If the no additional information is received, the Green Bank will send an email notifying Applicants that their application has been rejected.
- During their review of applications, the Program Administrators may contact an Applicant with questions and request a meeting to discuss specific plans for developing metrics, methodologies and data requirements.
- The Program Administrators will evaluate all complete applications and the Green Bank will send an email to each Applicant indicating if their application has been selected or not.

2.4 Evaluation Process

The information provided in each RFP Response will be evaluated first for completeness and consistency with the documentation requirements outlined above. The Program Administrators may ask the Applicant for additional information to complete the application and will ultimately reject incomplete submissions.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

RFP responses will be evaluated based on the following criteria and anticipated weightings indicated below, but subject to change at the Program Administrator's discretion:

- **Technical Approach – [40%]**
 - Approach to managing data collection from the Program Administrators including the solution for sharing draft metrics and creating data transparency
 - Approach to providing required evaluation, measurement and verification activities
 - Approach to preparing the required annual report materials
 - Ability to safeguard sensitive program participant data
 - Ability to meet the timelines ordered by the authority
 - Ability to help articulate the impact and cost effectiveness of the program in lay terms.
 - Demonstration on the part of the vendor that they understand the project scope
- **Qualifications and Experience – [30%]**
 - Relevant experience and qualifications
 - Reputation and capability of the Applicant as evidenced by a combination of customer references, peer review
 - Knowledge and practical experience that the organization possesses, including that of the staff
 - Diversity of staff on the team
 - Organizational and management capability
 - Experience and qualifications in providing similar services in other states and to other companies or government agencies
 - Ability to meet the timeframe as ordered by PURA
 - Availability and accessibility of staff assigned to the engagement
- **Cost / Budget– [30%]**
 - Detailed presentation of the proposed project budget, including the proposed team, proposed billing rate for each, hours for each by task, anticipated expenses, any proposed discounts
 - Any billing rate escalations over the project period (2021-2024) must be included in the proposal

Section 3 - RFP Response Format

This section outlines the content and format required for all RFP Responses. The Program Administrators may contact the Applicant to clarify or obtain any information omitted from an RFP Response. All RFP Responses must address the requirements outlined in the following sections of this RFP.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

3.1 Application Delivery

RFP Responses will only be accepted in electronic format and must be submitted to RFP-Responses@ctgreenbank.com. RFP Responses must be submitted as complete packages, not piecemeal (e.g., one PDF file that includes all forms, excepting confidential information). Confidential material must be in a separate PDF, labeled “CONFIDENTIAL” in the title of the document, and clearly marked “CONFIDENTIAL” on each page as it prints. Applications are subject to the CT Freedom of Information Act (FOIA), as described in section 17 of the example Standard Professional Services Agreement, provided in Exhibit A.

3.2 Application Content Requirements

Responses should be limited to twenty-five (25) pages. Supporting materials such as billing rates or key personnel resumes may be included in an appendix.

Responses should have the following format and address the points noted as follows:

- I. Executive Summary
- II. Corporate/Company Information
 - Relevant experience working with EDCs or public entities
 - Relevant experience evaluating battery storage programs
 - Relevant experience with benefit-cost analysis
 - Experience with battery storage technologies related to the work described in the RFP.
 - Experience with CRM (e.g., Power Clerk), DRMS (e.g., Energy Hub), and other data collection platforms related to the work described in the RFP.
 - Any technical certification such as a SOC 2 that supports the applicant’s ability to safeguard data
 - Provide the names of the employees, and any subcontractors, who would be assigned to these the Program Administrators for this program. Give a description of each person’s experience and qualifications, and indicate probable areas of responsibility.
 - Identify any potential conflicts of interest arising from continued representation of your current clients and any engagements for the Program Administrators. If there are such conflicts, identify how you would propose addressing them.
- III. Description of Proposal
 - Describe your overall approach and qualifications for accomplishing the specific services described (data collection, metrics identification & calculation, and reporting) above. Please specifically define metrics and describe how you will measure savings. Please include capsule descriptions of any specific projects in an Appendix to your proposal; you may also include links to analysis, reports and other examples or relevant previous work.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

IV. Detailed Program Budget

- An annual budget and milestones to complete the aforementioned scope. While the program administrators expect the consultant to bill costs on a monthly basis we are open to other suggestions
- Provide your proposed billing rates for all personnel expected to be assigned to the Program Administrator for this program. Also include rates for any other services provided for which you routinely bill.
- Rates quoted will be applicable to the entire term of the contract and will not be subject to alteration unless an extension of the scope is warranted.

V. References applicable to program:

- Please provide, as references, a minimum of three clients, for whom you have performed similar services as those required by this RFP. Please include the name, email address, and telephone number(s) of the contact person at each reference.

VI. Confirm your acceptance of the Terms and Conditions of RFP Participation (Section 5.0).

VII. Appendices with the requested information in section 2.2

- Financial Information – Last three years of audited financial statements

Section 4 – Services and Deliverables

This RFP is open to prequalified contractors only.

All responses shall be delivered electronically to Eric Shrago, Managing Director, Operations, at RFP-Responses@ctgreenbank.com per the above.

The Program Administrators reserve the right to reject responses received after the time and date set forth above. Responses will be opened at the Program Administrators' convenience on or after the RFQ due date. The Program Administrators intend to select, by November 5, a contractor from among those that submit responses to this RFP to provide the above-stated services for a period extending through December 31, 2024. The Program Administrators, however, reserve the right to utilize the services or retain the services of any additional EM&V Contractors related to any ongoing program related matters at its sole discretion.

Note that all the information submitted in response to this RFP is subject to Connecticut's Freedom of Information Act.

All questions regarding this RFQ must be submitted and received in writing to Emma Saavedra, by email (RFP-Responses@ctgreenbank.com) no later than 3:00 p.m., OCTOBER 15, 2021. RESPONSES WILL BE AVAILABLE BY NOVEMBER 5.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

Any oral communication concerning this RFP is not binding and shall in no way alter a specification, term or condition of this RFP or indicate any selection preference other than that identified herein.

Section 5 – Terms and Conditions of RFP Participation

5.1. Reserved Rights.

Each of the Program Administrators reserves the right to reject any or all of the proposals received in response to the RFP, to waive irregularities or to cancel or modify the RFP in any way (subject to any applicable regulatory requirements), and at any time the Program Administrators choose, in its or their sole discretion, if the Program Administrators determine that it is in the interest of one or more Program Administrators.

5.2. Further Reserved Rights.

The Program Administrators further reserve the right to make awards under this RFP without discussion of the proposals received. Proposals should be submitted on the most favorable terms from a technical, qualifications, and price standpoint. The Program Administrators reserve the right not to accept the lowest priced proposal.

5.3. Applicant Representations.

Proposals must be signed by an authorized officer of the Applicant. Proposals must also provide name, title, address and telephone number for individuals with authority to negotiate and contractually bind Applicant, and for those who may be contacted for the purpose of clarifying or supporting the information provided in the proposal.

5.4. Applicant's Costs.

The Program Administrators will not be responsible for any expenses incurred by any proposer in conjunction with the preparation or presentation of any proposal with respect to this RFP.

5.5. No Commitment.

The Program Administrator's selection of an Applicant through this RFP is not an offer and the Program Administrators reserve the right to continue negotiations with the selected Applicant until the parties reach a mutual agreement. The Program Administrators reserve the right to select additional Applicants depending on workload, progress, and deadlines.

5.6. Professional Service Agreement.

The Program Administrators will negotiate a final contract with the consultant. Applicant will execute a Professional Service Agreement (PSA) similar to the one set forth in the attached example form, Exhibit A and would need to complete other forms and contracts and adhere to the terms and conditions of all program administrators such as those set forth in the documents listed on Exhibit B and in the other exhibits. If the Applicant does not agree with any of the terms set forth herein, provided herewith, or referenced herein or on any exhibit, the Applicant must set forth such terms and rationale in your response to this RFP.

GREEN BANK IS SUBJECT TO THE REQUIREMENTS OUTLINED IN SECTIONS 16-245N OF THE CONNECTICUT GENERAL STATUTES. THE PROGRAM ADMINISTRATORS SHALL HAVE

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

NO LIABILITY OR OBLIGATION OF ANY SORT HEREUNDER, INCLUDING, WITHOUT LIMITATION, IF FOR ANY REASON OR NO REASON A BINDING AGREEMENT IS NOT ENTERED INTO WITH ANY PROPOSER. IN MAKING THEIR SELECTION OF A SUCCESSFUL BIDDER, THE PROGRAM ADMINISTRATORS MAY CONSIDER ANY AND ALL FACTORS AND CONSIDERATIONS WHICH ONE OR MORE OF THE PROGRAM ADMINISTRATORS, IN ITS OR THEIR SOLE DISCRETION, DEEMS RELEVANT, THE RELATIVE IMPORTANCE OF WHICH SHALL BE IN THE SOLE DISCRETION OF SUCH PROGRAM ADMINISTRATOR(S).

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

EXHIBIT A

STANDARD PROFESSIONAL SERVICES AGREEMENT

This Standard Professional Services Agreement ("Agreement") is made on **INSERT DATE** ("Effective Date"), by and between the CONNECTICUT GREEN BANK ("Green Bank"), a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, CT 06067, and **INSERT NAME** ("Consultant"), having its business address at **INSERT ADDRESS**. Green Bank and Consultant together are the Parties and each individually is a Party to this Agreement.

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY; and

WHEREAS, INSERT SUMMARY LANGUAGE AS NECESSARY;

NOW, THEREFORE, Green Bank and Consultant, intending to be legally bound, agree as follows:

1. **Scope of Services.** Consultant shall provide Green Bank with professional consulting services ("Work") as detailed in Consultant's proposal in Attachment A, which is incorporated into this Agreement. **In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in the Proposal, this Agreement shall control.**

[INSTEAD OF AN ATTACHMENT, YOU MAY DROP-IN THE SCOPE OF SERVICES.]

2. **Period of Performance.** Green Bank agrees to retain Consultant, and Consultant agrees to perform the Work under this Agreement, beginning on the Effective Date and ending twelve (12) months from the Effective Date ("Period of Performance"), unless earlier terminated in accordance with Section 8 of this Agreement. The Parties can extend the Period of Performance only by a written amendment to this Agreement signed and dated by Green Bank and Consultant.

3. **Payment.** Green Bank agrees to pay Consultant for the Work performed within the Scope of Services of this Agreement, but in an amount not-to-exceed **INSERT AMOUNT** inclusive of hourly fees and any other expenses. The person(s), and their title and their hourly rate, performing the Work under this Agreement are as follows:

INSERT NAME(S) AND TITLE(S)

INSERT HOURLY RATE

THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT CAN BE MODIFIED BY THE PARTIES ONLY BY A WRITTEN AMENDMENT SIGNED AND DATED BY GREEN BANK AND CONSULTANT PRIOR TO ANY WORK TO BE PERFORMED BY CONSULTANT WHICH WOULD RESULT IN PAYMENTS IN EXCESS OF THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

4. **Invoices.** Consultant shall submit itemized monthly invoices with detailed accounting for hourly fees **and expenses**. **All out of pocket expenses are subject to the Green Bank's prior written approval.** All invoices shall be subject to Green Bank's approval for conformity with the terms and conditions of this Agreement. For approved invoices, Green Bank will pay Consultant within thirty (30) days of receipt by Green Bank of an invoice. Consultant agrees to include the PSA #, which can be found at the top of this Agreement, on all invoices submitted to Green Bank in connection with Work performed under this Agreement. Invoices shall be submitted to:

Connecticut Green Bank
75 Charter Oak Street
Hartford, CT, 06106
Attn: Accounts Payable Department

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

UNDER NO CIRCUMSTANCES WILL GREEN BANK ACCEPT INVOICE(S) SUBMITTED BY CONSULTANT WHICH THE TOTAL AMOUNT OF THE INVOICE(S) EXCEEDS THE NOT-TO-EXCEED AMOUNT OF THIS AGREEMENT.

5. Subcontracting or Assignment. Consultant shall not subcontract, assign, or delegate any portions of the Work under this Agreement to any other person or entity not identified in Section 3, above, without prior written approval from Green Bank.

6. Independent Contractor. Consultant understands that it is acting as an independent contractor and shall not hold itself out as representing or acting in any manner on behalf of Green Bank except within the Scope of Work of this Agreement or any other active agreements between Green Bank and Consultant.

7. Disclosure of Information. Consultant agrees to disclose to Green Bank any information discovered or derived in the performance of the Work required under this Agreement. Consultant shall not disclose to others any such information, any information received or derived in performance of this Agreement, or any information relating to Green Bank without the prior written permission of Green Bank, unless such information is otherwise available in the public domain.

8. Termination. (a) This Agreement may be terminated by either Party giving ten (10) business days prior written notice to the other Party. In the event of such termination, Green Bank shall be liable only for payment in accordance with the payment provisions of the Agreement for the Work actually performed prior to the date of termination.

(b) If this Agreement is not renewed at the end of this term, or is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this Agreement, all reasonable transition assistance requested by Green Bank, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to Green Bank or its designees. Such transition assistance will be deemed by the Parties to be governed by the terms and conditions of this Agreement, except for those terms or conditions that do not reasonably apply to such transition assistance. Green Bank will pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If Green Bank terminates this Agreement for cause, then Green Bank will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages Green Bank may have otherwise accrued as a result of said termination.

9. Indemnification and Limitation of Liability. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Green Bank, its officers, directors, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special, or consequential damages arising out of this Agreement, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless, or grossly negligent conduct or omissions on the part of either Party.

10. Quality of Service. Consultant shall perform the Work with care, skill, and diligence in accordance with the applicable professional standards currently recognized by his/her profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all work product and/or Work furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in any work product and/or Work furnished under this Agreement.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

11. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto, and supersedes any previous agreement or understanding. This Agreement may not be modified or extended except in writing executed by the Parties.

13. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Connecticut. All disputes which arise in connection with, or in relation to, this Agreement or any claimed breach thereof shall be resolved, if not sooner settled, by litigation only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. To this end, Consultant waives any rights it may have to insist that litigation related to this Agreement to which Consultant is a party be had in any venue other than the above court, and covenants not to sue Green Bank in court other than the above courts with respect to any dispute related to this Agreement.

14. **State Contracting Obligations.** Consultant understands and agrees that Green Bank will comply with Conn. Gen. Stat. Sections 4a-60 and 4a-60a. Consultant agrees to comply for the Period of Performance with the state contracting obligations in this Section 14. For purposes of this Section 14, Contractor and Consultant shall have the same meaning and Contract and Agreement shall have the same meaning.

Conn. Gen. Stat. § 4a-60(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

(4) The contractor agrees to comply with each provision of C.G.S. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to C.G.S. Sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities (the "commission") with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of C.G.S. Sections 4a-60 and 46a-56."

Conn. Gen. Stat. § 4a-60a(a):

"Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under C.G.S. Section 4a-60a, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of C.G.S. Section 4a-60a and with each regulation or relevant order issued by said commission pursuant to C.G.S. Section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of C.G.S. Sections 4a-60a and 46a-56."

Nondiscrimination Certification. Consultant represents and warrants that, prior to entering into this Agreement, Consultant has provided Green Bank with documentation evidencing Consultant's support of the nondiscrimination agreements and warranties of the statutory nondiscrimination sections, above. A form of the Nondiscrimination Certification to be signed by the Consultant is attached.

Campaign Contribution Restrictions. For all state contracts, as defined in Conn. Gen. Stat. § 9-612(g)(1)(C), having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf.

Occupational Safety and Health Act Compliance. Consultant certifies it (1) has not been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the date of the Agreement, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) has not received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the date of the Agreement.

Consulting Agreements. Consultant hereby swears and attests as true to the best knowledge and belief that no consulting agreement, as defined in Conn. Gen. Stat. § 4a-81, has been entered into in connection with this Agreement. Contractor agrees to amend this representation if and when any consulting agreement is entered into during the term of the Contract. See Affidavit Regarding Consulting Agreements, attached.

15. Limitation on Recourse. All liabilities and obligations of Green Bank under this Agreement are subject and limited to the funding available under Connecticut law.

16. Available Funding. Green Bank shall not be obligated to provide payment or any portion of the payment under this Agreement if there are insufficient funds for such purpose because of any legislative or regulatory action expressly curtailing, reducing, or eliminating Green Bank funding.

17. Freedom of Information Act. Green Bank is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). This Agreement and information received pursuant to this Agreement will be considered public records and will be subject to disclosure under the FOIA, except for information falling within one of the exemptions in Conn. Gen. Stat. Sections § 1-210(b) and § 16-245n(d).

Because only the particular information falling within one of these exemptions can be withheld by Green Bank pursuant to an FOIA request, Consultant should specifically and in writing identify to Green Bank the information that Consultant claims to be exempt. Consultant should further provide a statement stating the basis for each claim of exemption. It will not be sufficient to state generally that the information is proprietary or confidential in nature and not, therefore, subject to release to third parties. A convincing explanation and rationale sufficient to justify each exemption consistent with General Statutes §1-210(b) and § 16-245n(d) must be provided.

Consultant acknowledges that (1) Green Bank has no obligation to notify Consultant of any FOIA request it receives, (2) Green Bank may disclose materials claimed by Consultant to be exempt if in its judgment such materials do not appear to fall within a statutory exemption, (3) Green Bank may in its discretion notify Consultant of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but Green Bank has no obligation to initiate, prosecute, or defend any legal proceeding, or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (4) Consultant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (5) in no event shall Green Bank or any of its officers, directors, or employees have any liability for the disclosure of documents or information in Green Bank's possession where Green Bank, or such officer, director, or employee, in good faith believes the disclosure to be required under the FOIA or other law.

18. Execution and Facsimile. This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, shall together constitute but one and the same agreement.

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President and CEO

CONSULTANT

By: _____
INSERT NAME
INSERT TITLE

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)



STATE OF CONNECTICUT CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Contractor Name

Connecticut Green Bank
Awarding State Agency

State Agency Official or Employee Signature

Date

Printed Name

Title

Sworn and subscribed before me on this day of , 20

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of _____.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)

committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

I further acknowledge receipt of SEEC Form 10, Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contributions and Solicitation Limitations found in Section 14 above.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this day of , 20

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

Evaluation, Measurement, and Verification (EM&V) Request for Proposals (RFP)



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)	
_____ Start Date	_____ End Date	_____ Cost	_____
Description of Services Provided: _____			

Is the consultant a former State employee or former public official? c YES c NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Printed Name of Bidder or Contractor	_____ Signature of Principal or Key Personnel	_____ Date
_____ Printed Name (of above)		_____ Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Exhibit B Eversource Program Requirements

- ISNetworld subscription
- Eversource New Vendor Form
- Supplier Code of Business Conduct
- Energy Efficiency Program Documents, including
 - Cover Agreement
 - Other Exhibits and Attachments as referenced in the Cover Agreement, including
 - Exhibit A – General Terms and Conditions
 - Exhibit F: Commercial Forms –
 - Attachment F-1: Property Impact and Incidental Damage
 - Attachment F-5: Background Checks
 - Attachment F-6 Contractor Screening Matrix
 - Exhibit H: Owner's Safety, Health, & Environmental Documents
 - Attachment H-1: Eversource Contractor Safety and Health Work Rules (Appendix H)
 - Attachment H-2: Contractor's Responsibilities for Safety and Health Compliance (Appendix F)
 - Exhibit I: OTHER:
 - Attachment I-1: Mutual Non-Disclosure and Confidentiality Agreement, Version 2/5/2020
 - Attachment I-2 Hosted Services Agreement
 - Attachment I-3 Due Diligence Questionnaire
 - Attachment I-4 IT Security Requirements

Addendum A – Electric Program Storage Summary

Pursuant to Public Act (PA) 21-53 and §§ 16-11 and 16-244i of the General Statutes of Connecticut (Conn. Gen. Stat.), and in accordance with the Interim Decision dated October 2, 2019 in Docket No. 17-12-03, PURA Investigation into Distribution System Planning of the Electric Distribution Companies (Equitable Modern Grid Decision), the Authority establishes the statewide electric storage program (Electric Storage Program or Program) defined herein, which shall be available to all customers and customer classes within the service territories of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) and The United Illuminating Company (UI; collectively, electric distribution companies). The electric distribution companies (EDCs) and the Connecticut Green Bank (CGB; collectively, Program Administrators) shall develop, for the Authority's review and approval, the appropriate program documents and additional program rules as directed in this Decision, as well as all associated documents necessary to effectively implement the final version of the Program (Program Design Documents). The Program Administrators shall not deviate from or modify in any way the final Program Design Documents without approval by the Authority. A Program Summary is appended as Appendix A.

Addendum B – Electric Program Storage Decision by PURA

Final Decision:

<http://www.dpuc.state.ct.us/2nddockcurr.nsf/8e6fc37a54110e3e852576190052b64d/6991ef77ba07bae185258752007994f7?OpenDocument>

ISNetworld Subscription

It is Eversource's policy to achieve and maintain a high level of Contractor safety performance. Contractors working for Eversource shall have effective safety and environmental practices to protect both Eversource and Contractor personnel from workplace injury and illness, and to prevent losses associated with safety and environmental incidents. As part of our commitment to safety, Eversource has recently established a business relationship with ISN (www.isn.com) to further enhance our contractor management program. As a result of this action, contractors performing services for Eversource are required to become subscribers to ISNetworld.

If your company is a current subscriber to ISNetworld, there is no additional fee; however, please ensure your company has completed the requirements specific to Eversource. If your company is new to ISNetworld, there is an annual fee for this service. Eversource believes the benefits to both parties will far exceed any associated costs. **For further details about ISNetworld, please contact the ISN Customer Service Team at (800) 976-1303 or visit their website at www.isn.com.**

As a condition of award, your company's subscription must be in place and all required data must be posted within 30 days of receipt of award. Should an awarded Contractor fail to maintain their ISNetworld subscription and achieve an acceptable safety score, Eversource reserves the right to terminate such award(s).

Eversource will require the following information in ISNetworld:

- Company Profile
- Health, Safety and Environmental (HSE) Questionnaire
- HSE Programs
- Document Submittal: Insurance, OSHA Forms and Experience Modifier

Do you agree to maintain an ISNetworld subscription, as a condition of award?

Supplier Code of Business Conduct



Introduction

At Eversource we value the relationships we have with our suppliers.

Eversource believes in doing business with suppliers that embrace and demonstrate high principles of ethical business behavior. We share the following core values with the intent of providing business standards for suppliers who desire to conduct business with us:

- Maintain and adhere to the highest ethical standards.
- Comply with all federal, state and local laws and regulations, as well as all company policies and procedures, including this Code.
- Embed safety in every aspect of work performed.
- Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity.
- Avoid any and all conflicts of interest, as well as the appearance of such.
- Keep property, resources and information secure, including confidential and non-public Eversource shareholder, customer, and employee information.

Because we place such a high priority on ethical and legal conduct, we require all suppliers and the individuals they assign to support Eversource to read, understand, acknowledge and comply with our Supplier Code of Business Conduct. As an Eversource supplier, you are expected to apply these business standards in all dealings with, and on behalf of, Eversource. You will be fully responsible for ensuring that any employees, subcontractors, agents or other third parties that you employ in your work for Eversource, as permitted by your agreement with Eversource, act consistently with these business standards, as well as any requirements specified in Terms & Conditions.

Failure to conduct business in a manner that meets these standards could result in a termination of the supplier relationship.

Conducting Business with Eversource

Eversource requires all Suppliers to comply with the following business standards.

For purposes of this Supplier Code of Business Conduct, “suppliers” refers collectively to any business, company, corporation, person or other entity that sells, or seeks to sell or provide, any kind of goods or services to Eversource. This also includes the supplier’s employees, agents and other representatives that may also be referred to as vendors, contractors, subcontractors, contingent workers and/or their agents and employees.

General Compliance

Suppliers must conduct business in accordance with the highest ethical standards and with integrity, honesty, fairness, safety, respect, and in compliance with all applicable laws and regulations.

We expect and require that our suppliers demonstrate a serious commitment to the health and safety of their workers, treat their employees fairly and with respect, and operate in compliance with human rights laws, including those associated with equal employment opportunity and non-discrimination, child labor, forced or compulsory labor, working hours, wages and benefits, the right to collectively bargain, freedom of association, health and safety, and a harassment-free work environment.

Eversource will not knowingly use suppliers that:

- Supply unsafe products or services;
- Violate U.S., state, or international laws or regulations;
- Use child labor or forced labor;
- Use physical punishment to discipline employees even if it is allowed by local law.

All suppliers must follow all applicable wage and hour laws and regulations and provide a minimum living wage and maximum working hours. Anyone employed by or performing work, as defined by applicable state and federal wage and hour laws, for a supplier on behalf of Eversource must report and record all time worked accurately in accordance with established local procedure and must be compensated by the supplier for all such time as required by applicable state and federal wage and hour laws.

Insider Trading

Suppliers are prohibited by law and the Code from trading in securities of Eversource while in possession of material, non-public information about Eversource. Suppliers must not use confidential or other non-public information for personal benefit, or provide inside information to others. Suppliers are also prohibited from sharing such "insider" information with anyone outside the company unless expressly authorized by Eversource and only after appropriate nondisclosure and other arrangements to protect the information have been made with Eversource. In addition, if suppliers are aware of material, non-public information about any other company (including Eversource’s customers, suppliers, vendors or other business partners) obtained by virtue of interaction with Eversource, then the supplier may not buy or sell that company’s securities or engage in any other action to take advantage of that information, including passing that information on to others.

Supplier Code of Business Conduct

Antitrust and Fair Competition

Suppliers must conduct business in compliance with international, and U.S. federal and state antitrust and fair competition laws and avoid pricing discrimination and unfair trade practices. Suppliers are prohibited from conducting business in a manner that restricts open and fair competition.

Tax Evasion

Suppliers are prohibited from taking any action in the conduct of their business for, or on behalf of, Eversource to unlawfully evade payment of local, state and federal taxes required by law.

Conflict of Interest

Eversource suppliers must not enter into a financial or any other relationships with an Eversource employee that creates any actual, potential or perceived conflict of interest. A conflict of interest is an activity or interest that is inconsistent with or opposed to the best interests of Eversource and may arise when a supplier takes actions or has ownership interests that influence the ability to perform his or her work objectively and effectively on behalf of Eversource. Further, Eversource property and information should never be used for personal gain or for the benefit of a supplier's family or friends or anyone who may use the property or information for personal gain. Giving and receiving business gifts and entertainment can create a sense of obligation or appearance of favoritism. Such exchanges may also violate Eversource Policy or the law. Suppliers must not provide gifts, entertainment, or preferential personal treatment or services with the intent to, or that could, influence or create the appearance of influencing decision-making by Eversource employees, customers or business partners.

All such conflicts, or potential conflicts, must be disclosed to Eversource and corrected. Even the appearance of a conflict of interest can be damaging to Eversource and to the supplier, and must be disclosed and approved in advance by Eversource Procurement management and the Eversource Chief Compliance Officer (860.665.3495 or Duncan.mackay@eversource.com). To disclose any conflict of interest, contact the Procurement office at procurement@eversource.com or the Corporate Compliance Hotline at 855-832-5552 or www.eversource.ethicspoint.com.

Affiliate Businesses

Suppliers will comply with all laws and regulations, rules, and standards and codes of conduct governing utility interactions and transactions by and between affiliate companies to ensure that Eversource's actions do not discriminate in favor of or provide an unfair competitive advantage, preferential treatment or improper subsidy to its non-utility subsidiaries. Suppliers will refrain from exchanging, communicating or disclosing any competitively sensitive information between Eversource affiliates unless expressly authorized by Eversource. Questions about compliance with the affiliate transaction rules should be raised with the Eversource Chief Compliance Officer.

Political Contributions

As an Eversource supplier, you are not authorized to make any type of political contribution or donation on Eversource's behalf.

Unauthorized Lobbying

As an Eversource supplier, you are not authorized to engage in any type of lobbying or other similar representative efforts on Eversource's behalf with or before any international, federal, state or local government entity, official, body or representative without the express written consent of Eversource's Government Affairs Group.

Supplier Code of Business Conduct

Anti-Corruption/Anti-Bribery

The United States and many other countries have laws that prohibit bribery, kickbacks, and other improper payments. The Foreign Corrupt Practices Act (FCPA) and other U.S. laws prohibit payment of any money or providing anything of value to a foreign or domestic official, political party (or official thereof), or any candidate for political office for the purposes of obtaining, retaining or directing of business. All Eversource employees, suppliers, agents or independent contractors acting on behalf of Eversource must strictly abide by these laws and may not offer or provide bribes or other improper payments, benefits or anything of value to obtain business or an unfair advantage for or on behalf of Eversource.

Suppliers must conduct business with Eversource employees, customers and any government agencies without giving or accepting bribes, including (but not limited to), commercial bribes and kickbacks.

- Commercial bribery involves a situation where something of value is given to a current or prospective business partner with the intent of improperly obtaining business or influencing a business decision.
- Kickbacks are agreements to return a sum of money to another person or party in exchange for making or arranging a business transaction.

Suppliers must conduct their business in strict adherence to the Foreign Corrupt Practices Act, which regulates certain business transactions with foreign governments and their agents. Accordingly, Eversource suppliers are prohibited from making improper payments to, or for the benefit of, officials of foreign governments for or on behalf of Eversource. A payment is improper if it is given or promised with the intent of obtaining or retaining business, or it is given or promised to influence a foreign official to do something to benefit the company that he or she would not ordinarily do. All financial transactions with foreign governments must be reported clearly and completely, particularly transactions involving the expenditure of funds. Failure to properly report and account for any gift or expense incurred to benefit a foreign official may subject the supplier to civil or criminal penalties and termination of the supplier relationship.

Protecting Eversource Assets

Company Assets

Suppliers are responsible for protecting the company's intellectual, physical and financial assets from loss, damage, misuse, theft, fraud or embezzlement. Eversource relies on suppliers' vigilance to protect some of its most valuable intangible assets, such as proprietary information, a good reputation and the trust of regulators and customers.

Antifraud

All suppliers' activities should be conducted with honesty and integrity. Suppliers are prohibited from engaging in theft, misappropriating money or property, deliberately misstating or changing accounting or financial statements and reports, or otherwise engaging in fraudulent activity. It is never acceptable to take any part in any activity that involves theft, fraud, embezzlement, extortion or misappropriation of property. Participation in a fraud occurs any time that a supplier helps conceal, alter, falsify or omit material information in business records, for a supplier's or Eversource's benefit or at the direction of others.

Anti-Money Laundering

As an Eversource supplier, you are expected to commit to full compliance with anti-money laundering laws and to cooperate fully with the efforts of law enforcement agencies to prevent, detect and prosecute money laundering. Money laundering, the act of disguising the source of money generated through illegal activities so that it resembles legitimate income, is a serious crime often connected with drug trafficking, embezzlement or financing terrorism. Anti-money laundering laws require transparency of payments and the identity of all parties to transactions.

Computer Software and Electronic Communications

Suppliers may not improperly use or duplicate proprietary computer software or any other intellectual property. Suppliers who have legitimate access to such material are expected to ensure that it is not used improperly, as well as not obtained by individuals who have no business need for the material.

Eversource policy and/or federal, state and local laws prohibit suppliers from knowingly creating, transmitting, retrieving, printing, storing, accessing or attempting to access certain information using Eversource technology, including but not limited to inappropriate, offensive and/or sexually explicit websites.

Access to Eversource electronic systems are provided to suppliers solely for use in transacting business for or on behalf of Eversource.

Cyber Security

Eversource reserves the right, without notice, to monitor the use of its computer systems and information systems to ensure the integrity of the systems and to identify unauthorized use, access or release of company data and systems.

Suppliers are expected to safeguard Eversource system integrity and confidentiality by protecting passwords, taking precautions against intrusion by computer viruses from the internet, email, and unauthorized software, and by preventing unauthorized persons from obtaining access to Eversource systems. Additionally, suppliers are expected to comply with all provisions of software and other license agreements Eversource has with third parties.

Suppliers are expected to understand their responsibilities for cyber security by completing all required training and by exercising sound judgment when using Eversource systems including not clicking on unsolicited emails and attachments, using strong passwords and following all Eversource Information Technology (IT) Security policies and procedures.

Intellectual Property

Suppliers are expected to protect intellectual property assets and rights (including patents, trademarks, and other proprietary information relating to Eversource's operations or technologies) by limiting public discussion and dissemination except as required for business and with proper authorization from Eversource. Inventions and creative works developed in the course of supplier's work for or on behalf of, and in certain cases at the end of, a supplier's engagement with Eversource, are the sole property of Eversource unless otherwise agreed to in writing.

Records and Retention

All suppliers are expected to commit to maintain accurate company records and accounts to ensure legal and ethical business practices and to prevent fraudulent activities. All business records, including, among others, payroll, timecards, travel and expense reports, emails, accounting and financial data, operation, maintenance and testing records, maps, drawings, plans, and diagrams, measurement and performance records, electronic data files, and all other records maintained in the ordinary course of our business must accurately reflect transactions and events and conform both to generally accepted accounting principles and to internal Eversource controls, and must be complete, accurate and reliable in all material respects. Further:

- No entry may be made in any record that intentionally hides or disguises the true nature of a transaction.
- All Eversource information related to a given subject is to be preserved when the supplier is notified of pending litigation or issued a "legal hold" order by Eversource.
- Except as required under a "legal hold" order, Eversource records are to be discarded in accordance with Eversource's standard records retention schedule.
- Suppliers are prohibited from altering, removing or destroying Eversource documents or records in violation of Eversource policies, including specifically if covered by a legal hold.

Confidential, Proprietary and Nonpublic Information

Eversource relies on individuals to protect proprietary information and all other confidential information. Proprietary information is defined as information not in the public domain pertaining to company business—including financial, technical and commercial materials or data, whether it belongs to Eversource, its customers or suppliers. All proprietary information should be treated as confidential.

Suppliers are prohibited from sharing proprietary information, unless expressly authorized by Eversource and only after appropriate non-disclosure and other arrangements to protect the information have been made with Eversource. Likewise, confidential and personal information pertaining to Eversource customers, employees and shareholders (such as Social Security numbers and banking information) should only be accessed as required for Eversource business purposes, and with proper authorization from Eversource, and must be safeguarded to ensure their privacy and non-disclosure.

Eversource Work Environments

Safety

Eversource is committed to maintaining a safe workplace, managing its business and conducting operations in a manner that complies with applicable regulations and promotes safety for all individuals involved in its business, its customers, and the general public, and will only do business with suppliers that embrace and demonstrate the same commitment to and compliance with these safety expectations, and have a rating in EEL's [safety program] deemed acceptable by Eversource. Each supplier is responsible for knowing and observing all safety rules, standards, procedures and practices applicable to specific job responsibilities and for taking appropriate measures to minimize safety risks to protect its employees and others, including Eversource customers and the public.. All suppliers and contractors are expected to follow all safety rules, standards, procedures and practices, and cooperate with Eversource Safety personnel and state and federal officials who monitor and enforce safety rules, standards, procedures and practices. All suppliers and contractors must immediately report to the appropriate Eversource representative or Safety personnel all occupational accidents, injuries or illnesses, and report to the appropriate Eversource representative or Safety personnel and address any unsafe or hazardous activities or conditions.

Eversource Safety Contact Information: () ____ - ____.

Suppliers are responsible for ensuring all workers are aware of, understand, and strictly follow all safety rules, standards, procedures and practices applicable to the work, have the appropriate training and personal protective equipment to perform the work safely and in compliance with safety rules, standards, procedures and practices.

Drugs and Alcohol

Eversource expects its suppliers and their employees will be physically and mentally fit to perform their jobs safely and reliably at all times. Suppliers must have and follow an adequate and legally compliant drug and alcohol policy that at a minimum prohibits the use (including being under the influence of), possession, distribution, sale or purchase of illegal drugs or controlled substances, including marijuana, alcohol, or certain legal or prescription drugs on Eversource property, in Eversource vehicles, or while performing work for, or on behalf of, Eversource. Additionally, such policy must prohibit driving a motor vehicle or operating equipment while under the influence of alcohol and/or drugs while on the job for, or on behalf of, Eversource

The off-duty use, possession, distribution, sale or purchase of illegal drugs, the abuse of legal drugs or controlled substances, and the misuse of alcohol is also strictly prohibited if it affects the supplier's work performance, jeopardizes the safety of others, including Eversource employees, customers, suppliers or the public, or undermines government and public confidence in Eversource or the supplier.

Workplace Violence

Any acts of verbal or physical intimidation, assaults or threats of violence against another person, including Eversource employees, customers, or the public, or the destruction of Eversource or personal property, are strictly prohibited. To preserve workplace safety and security, suppliers may not possess weapons, firearms, ammunition, explosives or other incendiary devices on Eversource property. Suppliers may not store a weapon in any Eversource vehicle, regardless of its location, or store a weapon in a personal vehicle while on Eversource property.

Supplier Code of Business Conduct

SEE SOMETHING, SAY SOMETHING In the event of an emergency, please call 911 and then call Eversource Corporate Security. Please report any suspicious activity, item or security concerns:

Corporate Security Office Location	Phone
Berlin, CT (available 24/7)	860-665-5900
Hartford, CT	860-728-4600
Windsor, CT	860-607-6100
Eastern MA – Westwood, MA	781-441-3979
Eversource Gas of Massachusetts	866-218-0530
Manchester, NH	603-634-2233
Aquarion Water	203-395-3205

Discrimination

Suppliers must provide fair treatment and equal employment opportunities for all candidates for employment irrespective of a candidate's race, color, religion, national origin, ancestry, sex, marital status, gender identity or expression, age, handicap (disability), sexual orientation, genetics, active military or veteran status, or other characteristic protected by local, state or federal law. All supplier job applicants for work on behalf of Eversource must be evaluated based on qualifications and demonstrated skills and achievements without regard to race, color, gender, national origin, age, religion, disability, veteran status, sexual orientation, marital status, ancestry or other protected classification.

Discriminatory Harassment including Sexual Harassment

Eversource is committed to a workplace that is free of all forms of discriminatory harassment, including sexual harassment, intimidation, and retaliation. Discriminatory harassment, including harassment on the basis of race, color, religion, ethnic or national origin, ancestry, sex, marital status, gender identity or expression, age, handicap (disability), sexual orientation, genetics, active military or veteran status, pregnancy or pregnancy-related conditions, or other characteristic protected by local, state or federal law is unlawful and will not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that tends to create a hostile or offensive work environment is sexual harassment. Verbal, visual, or physical conduct of a sexual nature is not acceptable in the workplace and may be determined to be sexual harassment. Sexual harassment is unlawful and will not be tolerated.

Retaliation against an individual who has made a complaint concerning discrimination, discriminatory harassment, including sexual harassment, or against individuals cooperating with an investigation of a discrimination or harassment complaint, is also unlawful and will not be tolerated.

Diversity and Inclusion

Eversource is committed to:

- Creating an inclusive workplace where all employees, customers and stakeholders are respected and valued.
- Leveraging the talent, unique perspectives, cultural and life experiences of every employee to ensure continued success.
- Attracting, developing and retaining a diverse workforce that:
 - Can work together to meet the changing needs of the customers we serve, and

Supplier Code of Business Conduct

- Deliver reliable energy and superior customer service.

Eversource seeks to do business with suppliers that create an inclusive environment where diverse ideas are communicated openly, directly and honestly; where every individual is a respected and valued contributor; and where differences are welcomed, understood and drawn upon to support all aspects of its business. Eversource expects all suppliers to actively work to develop and retain a diverse and inclusive workforce and be committed to diversity with respect to their own suppliers.

Environmental Regulation

Eversource is environmentally responsible in all business decisions and operations, and all suppliers are expected to adhere to, and must ensure all workers are aware of, understand, and strictly follow, the letter and spirit of environmental protection laws and Eversource policies and procedures. Suppliers must be committed to environmental compliance, stewardship, leadership and accountability. Suppliers must be environmentally responsible in all business decisions and operations for or on behalf of Eversource. Suppliers must ensure Eversource procedures are strictly followed with respect to the environment of the communities Eversource serves. All suppliers must also adhere to our Eversource Environmental Policy.

Sustainability

Eversource is committed to environmental stewardship and sustainability principles that guide how we develop and provide energy solutions for our customers in a manner that is good for people, protects our environment and rewards our shareholders. Within this framework we examine what we do – our operations, our supply chain and our product's end use – and seek better solutions to the economic, environmental and societal needs we face. Our suppliers must similarly work collaboratively in support of our sustainability objectives in the scope of their engagement, including responding to requests regarding related performance and management practices.

Supplier Code of Business Conduct

Eversource and Communities

Representing Eversource

Eversource is committed to provide accurate, consistent, and timely communication to employees, suppliers, customers, community and government officials, and the general public.

All suppliers who communicate with the public in the normal course of business, whether in the field or on the phone, should be friendly, polite, respectful, and mindful of their role as an Eversource company representative. Suppliers should always advance customer concerns for resolution if they can't resolve the issue on their own.

Eversource Corporate Relations organization is responsible for all public statements, news releases, internal and external publications and any graphic representations, including company logos and photos, issued by the company.

Any supplier who is contacted by a member of the media for an official company response should immediately notify the Media Relations organization within Corporate Relations. Media Relations will determine the appropriate company response, respond to media requests, and determine the appropriate company representative for media interviews, government, regulatory, and community meetings, discussions, or events.

Questions and Guidance

The Supplier Code of Business Conduct is not intended to be an all-inclusive catalog of compliance and ethical practices, but is rather a framework that describes Eversource's intent to mandate and guide ethical conduct for all suppliers conducting business with and on behalf of Eversource. No waivers of the provisions of the Supplier Code of Business Conduct may be granted without the review and approval of Eversource's Chief Compliance Officer.

Suppliers should direct questions concerning the Supplier Code of Business Conduct to their management, their Eversource business contact, the Eversource Procurement Department at procurement@eversource.com or the Eversource Chief Compliance Officer, 107 Selden Street, Berlin, CT 06037.

Reporting Supplier Code of Business Conduct Violations

Eversource expects its suppliers to follow the standards outlined in this code. All suppliers must promptly report any situation that they believe in good faith violates, any law, regulation, company policy, procedure, rule, or this Code to the Eversource Chief Compliance Officer.

Complaints, including anonymous filings may also be made through Eversource's Corporate Compliance Hotline at 855-832-5552 or www.eversource.ethicspoint.com.

Consequences for Violations

Failure to conduct business in a manner that meets the standards of this Code could result in removal of supplier employees from Eversource jobs or termination of the supplier relationship with Eversource. Under some circumstances, action may include referral to law enforcement authorities.

Retaliation

Retaliation by anyone for any reason, regardless of level or position, against an individual who raises a

Supplier Code of Business Conduct

compliance or ethics issue in good faith, or engages in any other activity protected by law will not be tolerated and may result in termination of the supplier relationship.

RATER REFERENCES TO SUPPLIER SUSTAINABILITY

Sustainalytics:

The company's green procurement initiatives are weak

Eversource's Requests for Proposal require all suppliers to provide information regarding the environmental impact of their products and services. However, the company does not disclose a policy that requires suppliers to adhere to environmental standards that go beyond legal compliance or that it preferentially selects suppliers with a lower environmental impact.

- ☐ Policy addressing process related requirements
- ☐ Policy addressing product related requirements
- ☒ Policy or initiatives addressing office products
- ☒ Engagement with suppliers to improve environmental performance

Supplier Environmental Programmes

E.2.1.1

100

Raw Score: 100

Weight: 1.10 %

→ Weighted score: 1.10

The company has a strong programme

- ☒ Company-wide managerial responsibility for environmental management of suppliers
- ☒ Systematic consideration of suppliers' environmental performance during procurement
- ☒ Compliance with environmental standards included in legally binding agreements with suppliers
- ☒ Monitoring of suppliers' environmental performance
- ☒ Engagement with suppliers to address non-compliance or improve their environmental performance
- ☐ Targets and deadlines for the environmental improvement of suppliers
- ☐ External certification (ISO 14001, organic, etc) covering over 50% of the company's suppliers
- ☒ Engagement with NGOs or industry peers to address environmental issues in the supply chain
- ☐ Reporting on environmental issues in the supply chain

MSCI:

Supplier Code of Business Conduct

BUSINESS ETHICS POLICIES & PRACTICES

Indicators	Company Practice	Best Practice
Oversight for Ethics Issues	Special task force or risk officer	Board-level committee or C-suite or Executive com
Bribery and Anti-Corruption Policy	General statements of commitment to address bribery and corruption issues	Detailed formal policy on bribery and anti-corrupt
Regular Audits of Ethical Standards	No evidence	Audits of all operations at least once every three y
Whistleblower Protection	Formal anonymous whistleblower system with legal protection	Formal anonymous whistleblower system with leg
Employee Training on Ethical Standards	Programs covering all security providers	Programs covering all employees (including part-ti contractors
Anti-Corruption Policy for Suppliers	NA	All suppliers are required to have anti-corruption p programs to verify compliance
Policies Related to Anti-Money Laundering	NA	Policy and implementation strategy articulated

COVER AGREEMENT

This Cover Agreement ("Cover Agreement" or "Agreement"), dated (**), together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company ("Eversource"), for itself and/or as agent for those affiliates identified in the applicable Purchase Order (as defined in Exhibit C) ("Owner") and **Vendor** ("Consultant" or "Contractor") for (Program).

All capitalized terms used herein but not defined below shall have the meanings ascribed to them in Exhibit A.

THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF:

- Exhibit A: General Terms and Conditions, Title,
- Exhibit B: RESERVED
- Exhibit C: Purchase Order (to be furnished upon execution)
- Exhibit D: Pricing Schedule – Included in SOW
- Exhibit E: Technical Requirements
 - Attachment E-1: Technical Specifications (Scope of Work)
 - Attachment E-2: Reserved
 - Attachment E-3: Reserved
- Exhibit F: Commercial Forms -
 - Attachment F-1: Property Impact and Incidental Damage
 - Attachment F-2: Reserved
 - Attachment F-3: Reserved
 - Attachment F-4: Reserved
 - Attachment F-5: Background Checks
 - Attachment F-6 Contractor Screening Matrix
- Exhibit G: Reserved
- Exhibit H: Owner's Safety, Health, & Environmental Documents
 - Attachment H-1: Eversource Contractor Safety and Health Work Rules (Appendix H), February 1, 2017
 - Attachment H-2: Contractor's Responsibilities for Safety and Health Compliance (Appendix F), February 2, 2015
- Exhibit I: OTHER:
 - Attachment I-1: Mutual Non-Disclosure and Confidentiality Agreement, Version 2/5/2020
 - Attachment I-2 Hosted Services Agreement - Reserved
 - Attachment I-3 Due Diligence Questionnaire - Reserved
 - Attachment I-4 IT Security Requirements - Reserved

I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date until Contractor completes the Work or until the expiration date of this Agreement on ****Date*** (with options), unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), until final acceptance, except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term. Owner reserves the right to exercise its option to extend the Agreement, if agreed upon by contract. Owner reserves the right to not exercise the option at its discretion. In the event the Owner exercises the option; all terms and conditions will remain in effect as originally stated in this Agreement.

II. ENTIRE AGREEMENT; INTERPRETATION

Contractor shall undertake the Project and provide Work in accordance with applicable provisions of this Agreement. Contractor shall not commence any Work under this Agreement before the Effective Date. Any Work performed by Contractor without a duly executed Agreement will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONTRACTOR. CONTRACTOR HEREBY AGREES THAT OWNER SHALL BE ENTITLED TO RELY ON CONTRACTOR'S COMMENCEMENT OF PERFORMANCE OF WORK AS EVIDENCING CONTRACTOR'S ACCEPTANCE OF THE PURCHASE ORDER, IN WHICH CASE SUCH WORK PURCHASE ORDER SHALL CONSTITUTE AN AGREEMENT DOCUMENT AND SHALL BIND THE PARTIES AS THOUGH COUNTERSIGNED BY EACH OF THEM. Unless specifically indicated in the applicable Purchase Order, each Purchase Order shall not amend, change or otherwise modify the then current terms and conditions of this Agreement. The Parties have established the foregoing structure to expedite Owner's engagement of Contractor for Work as and when Owner elects to do so. If awarded to Contractor, the Purchase Order will include all Services and/or Equipment to be provided by Contractor, either directly or through the retention of Subcontractors, as authorized under the applicable Purchase Order.

III. PRICE

Work shall be performed pursuant to this Agreement and in accordance with Exhibit D.

IV. TECHNICAL REQUIREMENTS

All Work under this Agreement shall be as set forth in Exhibit E, and as contemplated in this Agreement, including any and all Exhibits, Attachments and/or Appendices to these documents and any items incorporated therein by reference.

V. INVOICING

The Purchase Order number shall be referenced on all correspondence and invoicing associated with the Work. Failure to include this information may lead to delayed payment or rejection of the invoice.

VI. SALES TAX

The Connecticut Light and Power Company dba Eversource Energy (CL&P), Yankee Gas Services Company dba Eversource Energy (YG) and Eversource Energy Service Company (Eversource) have each been issued a Direct Payment Permit by the Connecticut Department of Revenue Services ("DRS"). This permit allows CL&P, YG and Eversource to pay Connecticut Sales Tax directly to the DRS. As a result of this permit, suppliers to these companies should not charge Connecticut sales tax for purchases by CL&P, YG or Eversource for Work associated with this Agreement. Please review the .pdf files of the CL&P, YG and Eversource Direct Payment Permits at <https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/supplier-sourcing/connecticut-direct-payment-permits>. Copies of these permits should be retained with in your company's records to support not collecting sales tax from CL&P, YG and Eversource.

Massachusetts laws require that Owner pay a 6.25% sales tax on all materials such as building materials, consumables, tools, fencing, painting, etc. (except those materials used directly in the generation, transmission and distribution of electricity or gas), and on certain services including paving and equipment rentals. All invoices to Owner shall include accurate Massachusetts Sales Tax amounts for the above items or they may not be processed. Owner pays all sales taxes to Contractors and does not make tax payments directly to the Massachusetts Department of Revenue. If applicable, a copy of the Massachusetts Department of Revenue Exempt Use Certificate (ST-12) will be provided to Contractor for use in purchasing tax exempt materials. It is the sole responsibility of the Contractor to interpret and apply tax rules.

The state of New Hampshire does not require sales tax; therefore, sales tax is not applicable.

VII. PRIORITY OF DOCUMENTS

In the event of any conflict, inconsistency or ambiguity between or among the documents comprising the Agreement, the order of priority shall be as follows: (1) the Cover Agreement; (2) the Special Terms and Conditions, if applicable; (3) the General Terms and Conditions; (4) the Technical Requirements; and (5) any other documents referred to on the Purchase Order. Exhibits, appendices, addenda or any other documents attached to and/or otherwise made a part of any of the foregoing documents shall have the priority of the document to which they are attached and/or made a part of.

The parties have executed this Agreement and acknowledge the Effective Date is as of the date pursuant to Section I of this Cover Agreement:

Vendor, Consultant	Eversource Energy Service Company, Owner
By _____	By _____
Printed _____	Printed _____
Title _____	Title _____
Date _____	Date _____

**EVERSOURCE ENERGY
GENERAL TERMS AND CONDITIONS
CONSERVATION and LOAD MANAGEMENT**

IN WITNESS, WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

_____,
Contractor or Consultant

**Eversource Energy Service Company,
Owner**

By: _____

By: _____

**Printed
Name:** _____

**Printed
Name:** _____

Title: _____

Title: _____

Date: _____

Date: _____

**Eversource Energy GENERAL TERMS and CONDITIONS
CONSERVATION and LOAD MANAGEMENT**

1.	DEFINITIONS	3
2.	CONTRACTOR'S BILLING RATES.....	5
3.	TERMS OF PAYMENT	5
4.	TAXES	6
5.	CHANGES AND ADDITIONS	7
6.	INFORMATION.....	8
7.	ELECTRONIC DELIVERY OF INFORMATION	9
8.	DELAYS.....	9
9.	FORCE MAJEURE.....	10
10.	INSPECTION.....	10
11.	REQUIREMENTS FOR ACCEPTANCE.....	11
12.	RESERVED.....	11
13.	SUSPENSION OF WORK	11
14.	TERMINATION FOR CAUSE	11
15.	TERMINATION FOR CONVENIENCE	12
16.	OWNER'S REPRESENTATIVE STATUS	13
17.	CONTRACTOR'S SUPERVISORY DUTIES	13
18.	INDEPENDENT CONTRACTOR	13
19.	SUBCONTRACTING.....	14
20.	COMPLIANCE.....	14
21.	SITE REQUIREMENTS	15
22.	INCIDENTAL MATERIALS AND CONSUMABLES	16
23.	HAZARDOUS MATERIALS.....	16
24.	RESERVED.....	17
25.	SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY	17
26.	DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS	19
27.	CLEANUP	19
28.	RESERVED.....	19
29.	RESERVED.....	19
30.	REMOVAL OF EQUIPMENT	19
31.	INSURANCE BY CONTRACTOR.....	20
32.	INDEMNIFICATION BY CONTRACTOR.....	21
33.	INFRINGEMENT OF PROPRIETARY RIGHTS.....	21
34.	CONFIDENTIAL INFORMATION.....	21
35.	WARRANTY.....	23
36.	LIMITATION OF LIABILITY	24
37.	RIGHTS AND LIABILITIES OF PRINCIPALS	25
38.	WAIVER OF MECHANIC'S LIENS	25
39.	DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION	25
40.	ADVERTISING	26
41.	BINDING EFFECT; ASSIGNMENT	26
42.	WAIVERS	27
43.	APPLICABLE LAW	27
44.	NOTICES; DEMANDS	27
45.	RIGHT TO AUDIT	27
46.	DOCUMENT RETENTION.....	27
47.	SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN	28
48.	PRIORITY OF DOCUMENTS	28
49.	SEVERABILITY.....	28
50.	FINANCIALS	28
51.	PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES	29
52.	NO GIFTS OR INDUCEMENTS.....	29
53.	MOONLIGHTING RESTRICTION	29
54.	CONFLICTS OF INTEREST	29
55.	RESERVED	30
56.	RESERVED	30
57.	INTERPRETATION AND CAPTIONS	30
58.	SURVIVAL	30
59.	COMPLETE AGREEMENT	30

1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

- 1.1 **ACCEPTANCE:** The Owner's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE".
- 1.2 **AFFILIATE:** Any company or other business entity that (i) is controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 **AGREEMENT:** The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.
- 1.4 **BUSINESS DAYS:** Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.
- 1.5 **CONFIDENTIAL INFORMATION:** Confidential and/or proprietary information of a party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Owner designates as confidential and desires to protect against unrestricted disclosure or competitive use, including, business plans, marketing strategies, bidding activities, commercial, technical and performance information, Agreements, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 **CONTRACTOR:** The entity issued an Order by Owner.
- 1.7 **CONTRACTOR'S REPRESENTATIVE:** The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.
- 1.8 **CONTRACTOR RESOURCES:** Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.
- 1.9 **CUSTOMER:** An entity or person that is a utility customer for whom Contractor is providing conservation and load management services authorized by Owner.

- 1.10 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.
- 1.11 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.
- 1.12 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.
- 1.13 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.14 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.15 FINAL PAYMENT: That payment to be made to Contractor by Owner after Final Acceptance.
- 1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement
- 1.18 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.19 The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the default Purchase Order General Terms and Conditions referenced in the Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Agreement form, for any procurements by any Eversource Affiliate provided however, that the default Purchase Order General Terms and Conditions referenced in the preprinted terms on the back of Owner's Purchase Order or Agreement form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s),

and shall be of no force and effect.

- 1.20 OWNER: shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Contractor for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.
- 1.21 OWNER'S REPRESENTATIVE: The individual(s) identified in Owner's Order with authority to act on behalf of Owner concerning the Agreement, or otherwise identified by the Owner in writing in the Agreement.
- 1.22 RESERVED
- 1.23 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement and as part of the Work. Such Services may include the following services: design, engineering, technical, consulting, preparation and/or compilation of Information; procurement maintenance, equipment replacement or modification, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.
- 1.24 SITE: The location at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, Customer's premises or property, or other property not owned by Owner where Work is to be performed.
- 1.25 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.26 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Owner.
- 1.27 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.
- 1.28 WORK: The terms used to describe collectively, all Equipment, materials, Information and Services, as referenced in the Agreement documents and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Agreement) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices using billing rates that are inconsistent with Owner's current rate schedule on file.

3. TERMS OF PAYMENT.

- 3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request,

Contractor shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

- 3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced
- 3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Owner's billing instructions.
- 3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Owner in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Agreement; or (h) failure of Contractor to pay any amounts due Owner. Owner shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.
- 3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Contractor under the Agreement any claims Owner may have against Contractor under the Agreement or, under any other agreement between Owner and Contractor, or that Owner may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.\
- 3.6 Except for Work performed at a fixed price, Contractor shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.

3.7 RESERVED.

3.8 RESERVED.

4. TAXES.

- 4.1 Taxes on Owner's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement include all tariffs, imports or similar duties but exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

- 4.2 Taxes on Contractor's Purchases. If Owner informs Contractor that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Contractor's use in, and/or equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.
- 4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.
- 4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Owner a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Owner in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Owner shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.
- 5. CHANGES AND ADDITIONS.**
- 5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Contractor.
- 5.2 Owner shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.
- 5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

- 5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.
- 5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

5.6 RESERVED.

6. INFORMATION.

- 6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Owner.
- 6.2 Once Information has been approved by Owner, Contractor shall not make any changes in Information without the prior written approval of Owner.
- 6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Owner of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Owner and request additional instruction in writing whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner. The Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.
- 6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawing shall be submitted to Owner for approval in the requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Contractor shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner and/or Customer, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

- 6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.
- 6.7 Contractor shall provide Owner and Customer with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Contractor may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to owner's Confidential Information.
- 6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.
- 6.9 The interpretation of the Specifications shall rest with the Owner's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third-party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement

8. DELAYS.

- 8.1 Schedule Commitment/Notice of Delay. Time of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

- 8.2.1 Owner or Customer, to the extent authorized by Owner, may at any time request Contractor to delay performance or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Owner's request, it shall notify Owner

in sufficient time for Owner to take alternative measures, including, but not limited to, directing Contractor to place the affected Work or portion thereof, including any materials or supplies, in storage at a site authorized by Owner.

8.2.2 Risk of loss and liability for Equipment, materials, and/or supplies placed in storage shall remain with Contractor until transferred to Owner or Customer in accordance with Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS".

8.2.3 If Work or any portion thereof is ready for performance or shipment, but performance or shipment is delayed beyond the scheduled performance or shipment date by Owner, the parties will adjust the payment schedule accordingly and for any Direct Actual Costs resulting from such delays, use good faith efforts to negotiate a change order to address such costs.

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to conditions or circumstances which are beyond that party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Contractor's performance to the extent such condition directly affects completion of Work. Contractor shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Contractor to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Contractor for the agreed Direct Actual Costs incurred by Contractor in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Owner in writing of each location where Work is being performed, or where materials or Equipment are being manufactured, stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Owner to

witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

- 10.2 Contractor shall provide Owner timely notice of the date of all tests affecting the Work and provide test results promptly to Owner. Owner shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Owner set forth in the Agreement. Owner's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work. concerning the Work.

- 10.3 RESERVED.

- 10.4 If any Work should be enclosed without Owner's inspection, Contractor shall, at Owner's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Owner's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Owner's Representative, and/or Customer to the extent applicable, the following:

- 11.1 written documentation that the Work is complete;
- 11.2 for Work performed for any Customer, certification by Customer that the Work has been completed to Customer's satisfaction;
- 11.3 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work; and
- 11.4 all Information required under the Agreement.
- 11.5 RESERVED.

12. RESERVED

13. SUSPENSION OF WORK

Owner may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Contractor promptly after written notice from Owner to Contractor to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

- 14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Contractor, Owner may terminate the Agreement without any liability being owed thereby by Owner to Contractor, in the event of the occurrence of any of the following:
- 14.1.1 insolvency of Contractor;
 - 14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
 - 14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
 - 14.1.4 appointment of a receiver or trustee for Contractor;
 - 14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

- 14.1.6 commencement of any legal proceeding against Contractor that, in Owner's opinion, may interfere with Contractor's ability to perform in accordance with the Agreement; or
- 14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.
- 14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Owner may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.
- 14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs.
- 14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Owner's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Owner or Customer completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner or Customer such ownership, rights and benefits of Contractor with respect to the Work.
- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.
- 15. TERMINATION FOR CONVENIENCE.**
- 15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Contractor shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Contractor under the Agreement.
- 15.2 Upon Owner's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Owner has made payment, and Contractor shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner

such ownership, rights and benefits of Contractor with respect to the Work.

- 15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative may perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONTRACTOR'S SUPERVISORY DUTIES.

- 17.1 Prior to commencing any Work, Contractor shall identify to Owner a Contractor's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Contractor's Representative for any reason.

- 17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.

- 17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request Contractor to remove any person determined by Owner to be unqualified or unfit to perform the Work.

- 17.4 In the event Contractor Resources are given access to any of Owner's computer systems or equipment or Owner Information (including without limitation, Owner's Confidential Information), Contractor agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.

- 17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Contractor shall provide to Owner, the names, classifications and job locations of Contractor Resources providing and/or expected to provide Services. Owner shall have the right to request that Contractor remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Owner and/or Owner affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Owner's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

- 17.6 RESERVED.

- 17.7 RESERVED.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors and shall not be deemed to

be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

- 19.1 Contractor shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.
- 19.2 Irrespective of Owner's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Owner for acts and omissions of all Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.
- 19.3 Owner shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.
- 19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.
- 19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.
- 19.6 RESERVED.

20. COMPLIANCE.

- 20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.
- 20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL**

GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT: In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

- 20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures, including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.
- 20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

21. SITE REQUIREMENTS.

- 21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Owner's and Customer's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Owner shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Owner's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or

activities at the Site. Contractor's Contractor Resources shall work in harmony with all such other personnel, and in accordance with Owner's schedules.

- 21.3 Contractor represents that prior to commencing Work it has advised its Contractor Resources of Owner's and Customer's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Owner and Customer concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.
- 21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.
- 21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Owner and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at the Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

- 23.1 Contractor shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.
- 23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Contractor shall defend and indemnify Owner, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by

Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 **RESERVED.**

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Contractor is solely responsible for any costs or expenses incurred by Owner as a result of Contractor's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Contractor shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. RESERVED

25. SAFETY PRACTICES. SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed and comply with (1) all Owner policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto, and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to protect the Owner's or Customer's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Owner's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Owner's Site-

- 25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.
- 25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Contractor shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.
- 25.6 For any Work that takes place at Owner facilities, Contractor shall comply with Owner's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Contractor shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Contractor for loss of or damage to such tools or equipment.
- 25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8 RESERVED.
- 25.9 In the event that Owner personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Owner, Owner personnel, other persons or the public, Owner shall have the right, at Contractor's expense, to correct or make arrangements for another contractor to correct the nonconforming Work or place the nonconforming Work in a safe condition. Owner shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. If Owner has not yet paid for the Work, Owner may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Owner has already paid for the Work, Contractor shall reimburse Owner for Owner's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.
- 25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Owner of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Owner's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.
- 25.11 Contractor shall have obtained criminal background checks and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work for Customers at Customer Sites.

Contractor shall not assign Work to Contractor Resources that present a risk of injury to any individual or damage to or loss of property.

- 25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.
- 25.13 For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Owner within five (5) Days after such safety incident.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

- 26.1 Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Customer, if performed at Customer's Site, or Owner, if performed for Owner or at Owner's Site, upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.
- 26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass to Customer if performed at Customer's Site or Owner, if performed for Owner or at Owner's Site, upon Acceptance of Work by Owner or Customer, as applicable.
- 26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.
- 26.4 RESERVED.
- 26.5 Contractor shall deliver the equipment and materials purchased by Owner location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Owner, Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. RESERVED.

29. RESERVED.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of

Contractor.

31. INSURANCE BY CONTRACTOR.

As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement, unless a longer period is specified below:

- 31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than \$1,000,000.
- 31.2 Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.
- 31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per accident.
- 31.4 RESERVED
- 31.5 All policies contemplated in this Article 31 other than Workers' Compensation shall be endorsed to include Owner, its affiliates and their respective directors, officers, employees, and agents (including the Owner's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. Upon Owner's request, such endorsement shall be extended to include Customers as additional insureds. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. All policies shall require thirty (30) days written notice to be given to Owner of cancellation, termination and/or material change in any policy.
- 31.6 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates and additional insured endorsements shall be grounds for withholding payment and/or termination of the Agreement. Owner shall have the right to review policy documents in the event a claim is filed thereunder.
- 31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates and shall not be deemed to limit Contractor's liability under the Agreement.
- 31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including

Contractor's warranty obligations

- 31.9 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31 regardless of the number of losses.
- 31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Owner, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants, and the Customer for whom the Work has been performed (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

- 33.1 Contractor shall indemnify, defend and hold harmless Owner, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.
- 33.2 If Owner provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

34. CONFIDENTIAL INFORMATION.

- 34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party, in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information and in no event less than a reasonable degree of care and security. Contractor agrees to use Owner's Confidential Information solely for the provision of Work and not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. However, if Owner, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, Subcontractors, consultants, agents and those under its, and/or their respective control of these requirements for confidentiality with regard to Confidential Information.
- 34.2 Owner shall have the right, without Contractor's approval, to disclose Contractor's Confidential

Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Contractor's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

- 34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.
- 34.4 Contractor shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.
- 34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.
- 34.6 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.7 In the event any Confidential Information of Owner is disclosed to Contractor by Owner under this Article 34, Contractor shall not make use of such Confidential Information, other than for Owner's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.
- 34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns
- 34.9 RESERVED.
- 34.10 **THIS SECTION IS APPLICABLE TO CUSTOMER PERSONAL INFORMATION:** Customer Confidential Information shall be kept confidential by Contractor and its agents, employees, and representatives in compliance with all applicable federal and state laws, including Connecticut, New Hampshire and Massachusetts (M.G.L. c. 93H) personal information laws and laws and regulations applicable to persons who own, license, store or maintain personal information about residents of

Connecticut and New Hampshire and the Commonwealth of Massachusetts, and Contractor shall take appropriate measures to protect Customer Confidential Information in compliance with Section 17.4 and industry best practices. Contractor shall encrypt all personal information containing financial account or credit or debit account numbers, driver's license numbers, state issued identification numbers or Social Security numbers when such personal information is stored on laptops or other portable devices or transmitted across public networks or wirelessly.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Contractor warrants that any Services performed or provided by, though, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, though, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Contractor hereunder or otherwise any amount owed by Contractor to Owner under this Article 35.

35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK:** In addition to the remedies set forth in Section 35.1.2, Owner shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.

35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

35.3 Information Warranty. Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 Equipment and Materials Warranty.

35.4.1 For a period of two (2) years after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.

35.4.2 Within the period of two (2) years after Final Acceptance of the Equipment and materials, if Owner determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Owner's option, either repair or replace the affected Equipment and materials.

35.4.3 Contractor shall have no obligation for breach of warranty if Owner fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Owner as part of the Work provided that Owner shall not be required to comply with standards that exceed those generally accepted in the industry.

35.5 Completion Warranty. Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.

35.6.1 Owner shall notify Contractor in writing of any breach of warranty.

35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Owner for Owner's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.

35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Owner's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.

35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

35.6.6 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO OWNER UNDER THE CONTRACT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS (\$2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE CONTRACT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT

HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

- 36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST UTILITY FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE CONTRACT.
- 36.4 The parties understand and agree that the liability of Contractor to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".
37. **RIGHTS AND LIABILITIES OF PRINCIPALS.**
All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.
38. **WAIVER OF MECHANIC'S LIENS.**
Owner may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Owner property or equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Owner's request, Contractor shall obtain, without additional cost to Owner, a bond satisfactory to Owner to indemnify Owner against such liens and charges.
39. **DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.**
- 39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.
- 39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing party's notice, or if the Parties failed to meet or arrange to meet within sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.
- 39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety

(90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owners option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), and for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule 6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts.

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost-effectively as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut, State of New Hampshire or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null,

void, and of no force or effect.

42. WAIVERS.

The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

43. APPLICABLE LAW.

43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

44. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Contractor's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Contractor shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

46. DOCUMENT RETENTION.

Except as set forth in Section 6.5 "INFORMATION", Article 34 "CONFIDENTIAL INFORMATION" and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Contractor shall preserve Owner's Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Contractor shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner's prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Contractor's possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Contractor's possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Contractor agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Contractor agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Contractor shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Contractor and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Contractor to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and

restrictions regarding disclosure of Information in this Article 46 shall not apply to Contractor's Confidential Information, which shall be governed by Article 34 "CONFIDENTIAL INFORMATION". The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN

47.1 Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2 **For all** Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

Eversource Energy; Manager of Supplier Diversity Program; Procurement Department; P.O. Box 270; Hartford, CT 06141-0270.

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3 The text of FAR 52.219 may be accessed electronically at the following address: <https://www.acquisition.gov/far/>. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (i.e. Software or Web-Hosted Application Addendums, if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

49. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

50. FINANCIALS.

Upon written request by Owner, Contractor shall furnish the Owner, the Contractor's financial

statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

51. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES

- 51.1 Owner may require prior to the signing of the Agreement that Contractor provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, any performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Contractor shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Contractor. The Agreement compensation shall include Contractor's cost of procuring such performance assurance but shall not include any cost for Contractor's extension of such performance assurance due to failure of Contractor to complete Work in accordance with the applicable Work schedule.
- 51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Owner that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Owner that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

53. MOONLIGHTING RESTRICTION.

Contractor shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

54. CONFLICTS OF INTEREST.

- 54.1 Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.
- 54.2 Contractor shall disclose to Customer any potential conflict of interest between the Contractor and Subcontractor that the Contractor recommends to perform work and receive written permission from the Customer prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Subcontractor employees who can make decisions impacting Subcontractor's business; or 2) Contractor's employees or their family members who have an ownership interest in Subcontractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Subcontractor, or affiliated company of Subcontractor.

55. RESERVED.

56. RESERVED.

57. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Agreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections [and Articles](#) contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

58. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

59. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

Property Impact and Incidental Property Damage Procedure

I. PURPOSE

This procedure serves as the standard for customer communications, work site management and remediation of property damage to be followed when an Eversource employee(s) and/or contractor(s):

- Anticipates customer property impacts to the original condition of a customer's property while performing work on behalf of the company or the customer.
- Encounters a situation where property impacts were not anticipated but were determined to be required.
- Causes incidental customer property damage while performing work on behalf of the company or the customer.

This procedure excludes property impacts caused by minor and major storm events and necessary rights-of-way activities. This procedure also provides requirements for employees when the recovery and claims processes are implemented and does not waive Eversource's rights and remedies.

II. AREAS/PERSONS AFFECTED

- Eversource employees
- Eversource contractors

III. POLICY

Eversource's mission to deliver reliable energy and superior customer service requires all of us to conduct work in a manner that ensures our employees' and customers' safety, and results in the desired customer outcomes through proactive communications. This includes taking steps to avoid causing property impacts and/or incidental customer property damage, when possible. Doing so will further our commitment to meet the highest expectations of our customers.

IV. DEFINITIONS

Customer Property Impact – Changes to the original condition of a customer's property that are anticipated and/or known prior to, or while performing, the work.

Customer Resolution Group – The department within the Customer Group responsible for implementation and management of the recovery process associated with customer property impacts and incidental property damage.

Emergent Work – Work that is performed to ensure public or employee safety or to restore service to our customers.

Incidental Customer Property Damage – Customer property damage that occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence while performing work.

Local Control – Decisions made by operating company leadership.

Feasible – Practical and achievable activities within work scope, timing and resources.

Property Impact and Incidental Property Damage Procedure

V. WORK SITE STANDARDS AND MANAGEMENT PROTOCOL

Treat each customer interaction as an opportunity to build trust, instill confidence and demonstrate respect for our customers' time, property and information needs.

Attempt to notify the customer(s) prior to beginning any work on their property.

Minimize our impact to customer property when performing our work.

If impact or damage occurs, work with the customer to safely restore his or her property to its pre-work condition, or to the extent feasible.

Procedure Description

Workers will ensure work sites are free from accumulations of waste material, debris or rubbish associated with the work.

Cleaning will be conducted on a daily basis. All equipment, temporary structures, waste and other surplus construction materials will be removed at the end of the day, unless required for later stages of the work. Materials left on site will be secured through job completion.

When planned field work has the potential to result in an impact to the customer's property, steps will be taken to notify the customer of the impact and any necessary repairs.

If a customer's property is damaged, the field worker(s) on site will talk with his or her supervisor. Then he or she will attempt to notify the customer/property owner of what happened and how we are going to fix it.

If the customer is not at the location where impact occurred, the worker will place a door hanger to provide notification, reassuring the customer of the company's commitment to make it right. This may include remediation steps to restore the customer's property to its pre-work condition, to the extent feasible. If this cannot be achieved, the recovery process (see Appendix A) will begin.

Known Property Impact

VI. PROCEDURE

A. Known or Potential Customer Property Impact Associated with Planned or Emergent Work and Further Repair

Steps shall always be taken to avoid customer property impact, when possible. Examples include positioning a vehicle to avoid impact to customer property and consideration of boring versus direct burial excavation.

When customer property impact cannot be avoided, the field employee will attempt to notify the customer of the impact beforehand, when possible. If the customer is not at the location (for example, at the home or business) nor available by telephone, a Supervisor or Designee will follow up and contact the customer as soon as possible, but no more than two business days, to:

- a. Discuss the work and repairs completed and/or under way.
- b. Schedule the repairs at a mutually agreed upon date and time.

Responsibilities

Employee/Contractor in Charge of the Job

1. Notify the customer (face to face, door hanger, telephone call) with general work scope and impact to the property. This includes explaining how repairs shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (see Appendix F)

2. Complete the work associated with the job and the repair(s), if possible.

If the repair has commenced or is completed immediately following the job, proceed to Step 3.

If the repair was not completed immediately following the job, i.e., repairs will be made at a later date/time, proceed to Step 4.

3. Review the repair(s) with the customer, if possible.

- If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact/Incidental Damage Form (See Appendix B for the form).
- If the customer is not satisfied with the work, document that a call-back is required on the Property Impact/Incidental Damage Form and inform the customer that a company representative will be in contact within two business days or less.
- If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.

4. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

Known Property Impact

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

If the work in the field was completed as specified, there is no follow up work, and the customer was directly notified and is satisfied, the process ends. If not, proceed to step 5.

5. The Supervisor or Designee shall contact the customer(s) involved as soon as possible, but no more than two business days, to:
 - Explain the property impact and the repair action plan to the customer(s) not present at the location when the work was done (including the schedule for repairs, if not already completed), or
 - Further discuss the repair(s) if they are not to the customer's satisfaction.
 - If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/Incidental Property Damage Form and forward to the appropriate Manager or Designee as soon as possible, but no more than two business days.
6. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.
7. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact/Incidental Damage Tracking and Reporting System.
8. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and will record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact /Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

9. For those jobs where the customer has or will be required to file a claim, scan the Property Impact/Incidental Damage Form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

Known Property Impact

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com
- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

10. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

11. If the customer remains dissatisfied and the concern is elevated to the Director level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, and within two business days of being notified, scan and email the Property Impact/Incidental Property Damage Tracking Form, along with a summary in the body of the email of the conversation with the customer and any other pertinent information not included on the form, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix D, Known Customer Property Impact Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

B. Incidental Customer Property Damage or Further Repair

Steps shall always be taken to avoid incidental customer property damage.

Incidental customer property damage occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence.

Examples include, but are not limited to, damaging a fence, a mailbox or causing landscape damage, such as putting a rut in a lawn or damaging a flower bed.

When incidental customer property impact occurs, the employee/contractor in charge of the job shall immediately report the incident to the Supervisor or Manager responsible for the job.

Responsibilities

Employee/Contractor in Charge of the Job

1. When incidental customer property damage occurs, immediately report the incident to the Supervisor or Manager responsible for the job.
2. Notify the customer (face to face, door hanger, telephone call) of the incidental property damage. This may include explaining how repair(s) shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (See Appendix F)

3. Complete the work associated with the job and the repair(s), if possible.
4. Review the repair with the customer, if possible.
 - If repair is not complete, provide status to customer and indicate that follow-up contact will be made by a company representative, within 2 business days.
 - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact /Incidental Property Damage Tracking Form and notify the Supervisor. (See Appendix B for the form)
 - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact /Incidental Damage Form and inform the customer that the Supervisor responsible for the job will be in contact as soon as possible, but no more than two business days.
 - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.
5. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the

Incidental Property Damage

planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

6. The Supervisor or Designee shall contact the customer(s) involved by telephone as soon as possible, but no more than two business days to:

- Reach a customer who was not at home and received a door hanger to explain the property impact and the repair action plan (including the schedule for repairs).
- Reach a customer who was dissatisfied with our repairs to discuss the repairs and opportunities to achieve customer satisfaction.
- Notify the customer that a Claims Representative will call to discuss the situation if the required repair cannot be completed via local control (see Appendix C). Do not make a commitment on behalf of the company.

If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/Incidental Damage Form and forward to the appropriate Manager or Designee.

7. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to Section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.

8. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact /Incidental Damage Tracking and Reporting System.

9. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact/Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

10. For those jobs where the customer will be required to file a claim, scan the form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com.

Incidental Property Damage

- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

11. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

12. If the customer remains dissatisfied and the concern is elevated to the Director Level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair or the repair plan with the customer and the customer agrees to further repairs, proceed with the repairs and update the additional action steps in the Property Impact /Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, within two business days of being notified, scan and email the Property Impact/Incidental Damage Form, along with a summary in the body of the email of the conversation with the customer, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix E, Incidental Customer Property Damage or Further Repair Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

C. Property Impact/Incidental Damage Tracking and Reporting System

As previously outlined in this procedure, employees responsible for the job in the field will complete a Property Impact/Incidental Damage Form and provide the Supervisor responsible for the job with a copy of the completed form.

The Supervisor or Designee is required to track each Property Impact/Incidental Damage Form in the Property Impact/Incidental Damage Tracking and Reporting System.

In addition to the data on the form being completed by the employee or contractor involved in the property impact or incidental property damage, the Supervisor or Designee is also required to include the additional information referenced in this procedure. This includes, and is not limited to, the date the work is scheduled (if not completed on same day as the property impact or damage), the date the work is completed, the scope of the required work, the employee or contractor who performed the work, and the cost or cost estimate for the work.

This information will be combined into reports which will track activity for the new process over time, and the information will be shared with employees, contractors and management.

VII. REVISION HISTORY

<u>Revision Number</u>	<u>Date</u>	<u>Reason</u>
Rev 0	August 2013	Original issue
Rev 1	October 2013	Appendix F Revision
Rev 2	November 2013	Purpose and Definition Revisions, Page 1
Rev 3	February 2015	As of 2/2/15, Northeast Utilities is doing business as Eversource Energy ("Eversource")

VIII. APPENDIX

Appendix A – Recovery Process

Appendix B – Property Impact/Incidental Damage Form

Appendix C – Claims Process

Appendix D – Known Customer Property Impact Process Flow

Appendix E – Incidental Customer Property Damage or Further Repair Process Flow

Appendix F – Eversource Remediation Standards

The logo for Eversource Energy, featuring the word "EVERSOURCE" in a bold, sans-serif font. The letter "E" is stylized with a horizontal bar that extends to the right, ending in a circle, resembling a power symbol.

Property Impact and Incidental Property Damage Procedure, Appendix A

Recovery Process

The recovery process was designed to resolve customer issues involving property impacts or incidental property damage that have been escalated beyond the management staff within the business area responsible for the field work or the Claims area. The recovery process is being managed by the Customer Resolution Group, which currently handles other escalated customer issues for Eversource.

- If a customer is not satisfied after speaking with management staff in the area responsible for the field work or the Claims representative, then the Customer Resolutions Group – which is responsible for the recovery process – will be notified. Specifically, the Property Impact/Incidental Damage Form completed by the field employee will be scanned and sent to the Executive Inquiries email box at ExecutiveInquiries@eversource.com. Also included in the body of the email will be a summary of any subsequent conversations that took place with the customer and any other pertinent information not included on the Property Impact/Incidental Damage Form. The originator of the email will receive an email confirming receipt of the form.
- The Customer Resolutions staff will contact the customer within two business days of receipt of scanned form, and explain that his or her issues are under additional review.
- The Customer Resolutions staff will then review what has happened, and will determine whether or not the resolution offered to the customer was consistent with the new Property Impact and Incidental Property Damage Procedure. If additional action is required, the Customer Resolutions staff will work with their single point-of-contact in the business area responsible for the field work, and the customer, to bring the issue to closure. If the action taken was deemed to be appropriate, then the Customer Resolutions staff will notify the customer. Bringing the issue to closure with the customer will occur within three business days.
- The Customer Resolutions staff will notify the single point of contact responsible for field work and the Claims representative (if applicable) of issue closure.

Property Impact and Incidental Property Damage Procedure, Appendix B

Property Impact / Incidental Damage

☐ PROPERTY IMPACT ☐ INCIDENTAL DAMAGE

BUSINESS GROUP		
ELECTRIC <input type="checkbox"/> CT <input type="checkbox"/> EAST MA <input type="checkbox"/> NH <input type="checkbox"/> WEST MA	GAS <input type="checkbox"/> CT <input type="checkbox"/> MA	TRANSMISSION <input type="checkbox"/>
DIVISION	DISTRICT / AWC	DEPARTMENT
DATE OF INCIDENT		TIME OF INCIDENT
EMPLOYEE NAME	CREW LEAD NAME	<input type="checkbox"/> EVERSOURCE <input type="checkbox"/> CONTRACTOR
RESPONSIBLE EVERSOURCE SUPERVISOR	CONTRACTOR COMPANY NAME (IF APPLICABLE)	CONTRACTOR SUPERVISOR NAME
WORK ORDER OR TROUBLE TICKET NUMBER (IF APPLICABLE)		
ADDRESS OF INCIDENT		TOWN / STATE
TYPE OF DAMAGE / IMPACT		
CONTACT TYPE <input type="checkbox"/> FACE-TO-FACE <input type="checkbox"/> NONE <input type="checkbox"/> TELEPHONE <input type="checkbox"/> OTHER (DESCRIPTION) _____ <input type="checkbox"/> DOOR HANGER		
CONTACT NAME	CONTACT PHONE NO.	CONTACT E-MAIL (OPTIONAL)
IS THE CONTACT PERSON THE PROPERTY OWNER? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY OWNER NAME OR BUSINESS	PROPERTY OWNER PHONE NO.
STATUS OF REMEDIATION <input type="checkbox"/> COMPLETED <input type="checkbox"/> NOT COMPLETED	RESOLUTION	
IF REPAIR HAS BEEN COMPLETED, IS CUSTOMER SATISFIED OR IS A CALL-BACK FROM SUPERVISOR OR DESIGNEE REQUIRED? <input type="checkbox"/> CUSTOMER IS SATISFIED <input type="checkbox"/> CALL-BACK REQUIRED		
EMPLOYEE SIGNATURE		TODAY'S DATE

SUPERVISOR SECTION

INITIAL FOLLOW-UP CALL:

SUPERVISOR NAME

DATE CONTACT MADE

CONTACT NAME

SUMMARY

Property Impact and Incidental Property Damage Procedure, Appendix C

Claims Process

The goal is to have repairs made via local control; however, there will be instances based on cost considerations and the availability of contractor resources when the customer will be asked to work through the Claims process for compensation. The first step will be for a Claims Representative to contact the customer.

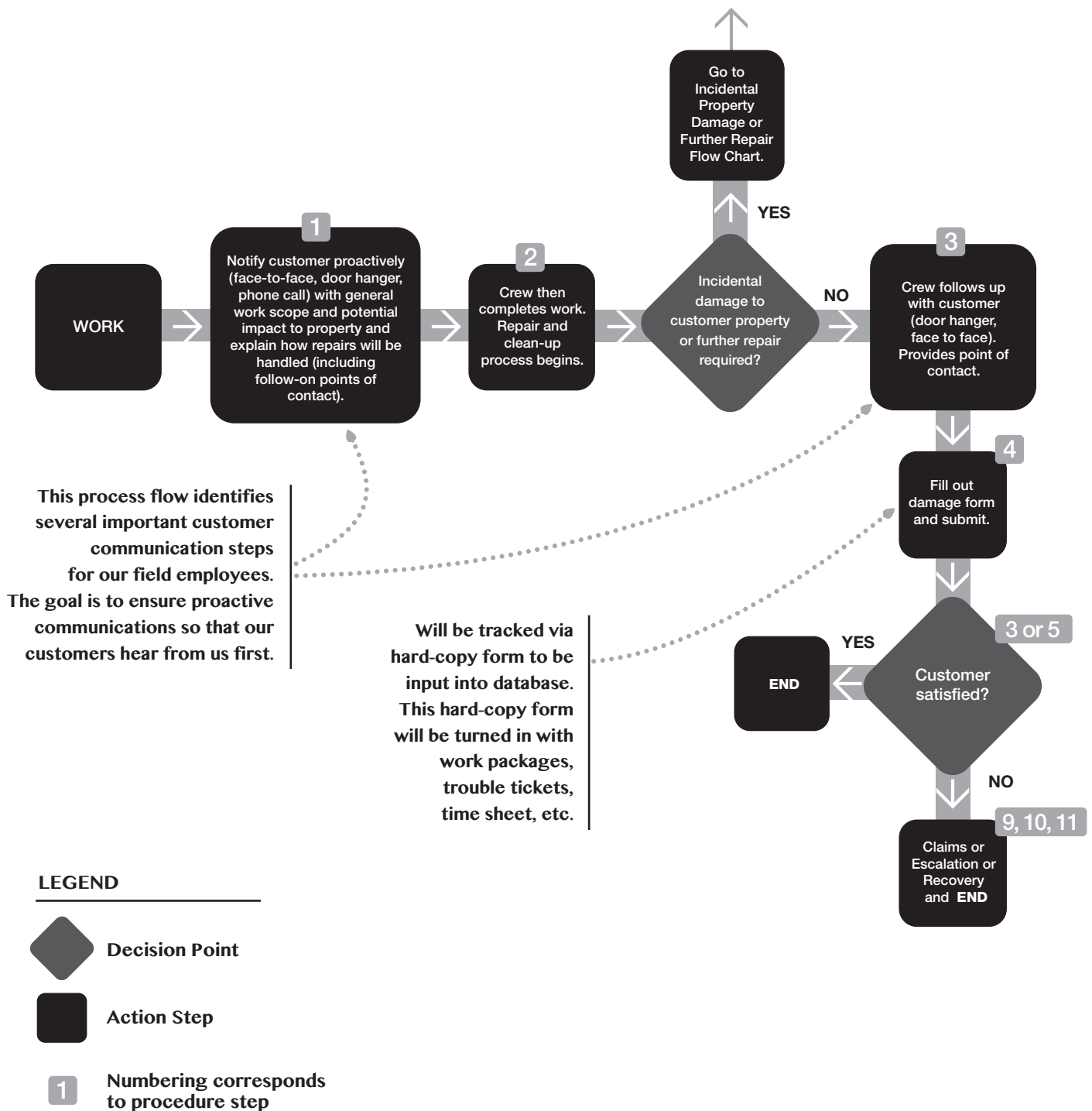
- When a property impact or incidental property damage occurs, the field employee or contractor will complete a Property Impact/Incidental Damage Form and will submit it to a Supervisor or his or her Designee.
- The Supervisor or Designee will scan the Property Impact/Incidental Damage Form completed by the employee and send it to the Claims email box at claims.admin@eversource.com for eastern Massachusetts and TrsNU-Claims_Administration_@eversource.com for Connecticut, New Hampshire and western Massachusetts.
- The Claims Representative will contact the customer and begin the process of opening a claim. This initial contact with the customer will take place within two business days of the Claims Representative receiving the scanned Property Impact/Incidental Damage Form.
- The Claims Representative will make a decision within five business days regarding what level of compensation will be offered, will notify the customer, and will contact the Supervisor or Designee with the same information.
- In the event that a customer is not satisfied after these process steps have occurred, the Claims Representative will contact the Customer Resolution Group, which is responsible for managing the Recovery process. The Claims Representative will scan the completed employee form received from the field manager and send it to the Executive Inquiries email in-box (ExecutiveInquiries@eversource.com). Also included in the email will be the name and telephone number for the customer and any other pertinent information, including a summary of any interactions that took place with the customer after the form was completed by the field employee. The Claims Representative will receive an email confirming receipt of the form.

Property Impact and Incidental Property Damage Procedure, Appendix D

Process Flow: Planned or Emergent Work (Excludes New Service for Gas Operations)

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

WORK THAT HAS **KNOWN** CUSTOMER PROPERTY IMPACT

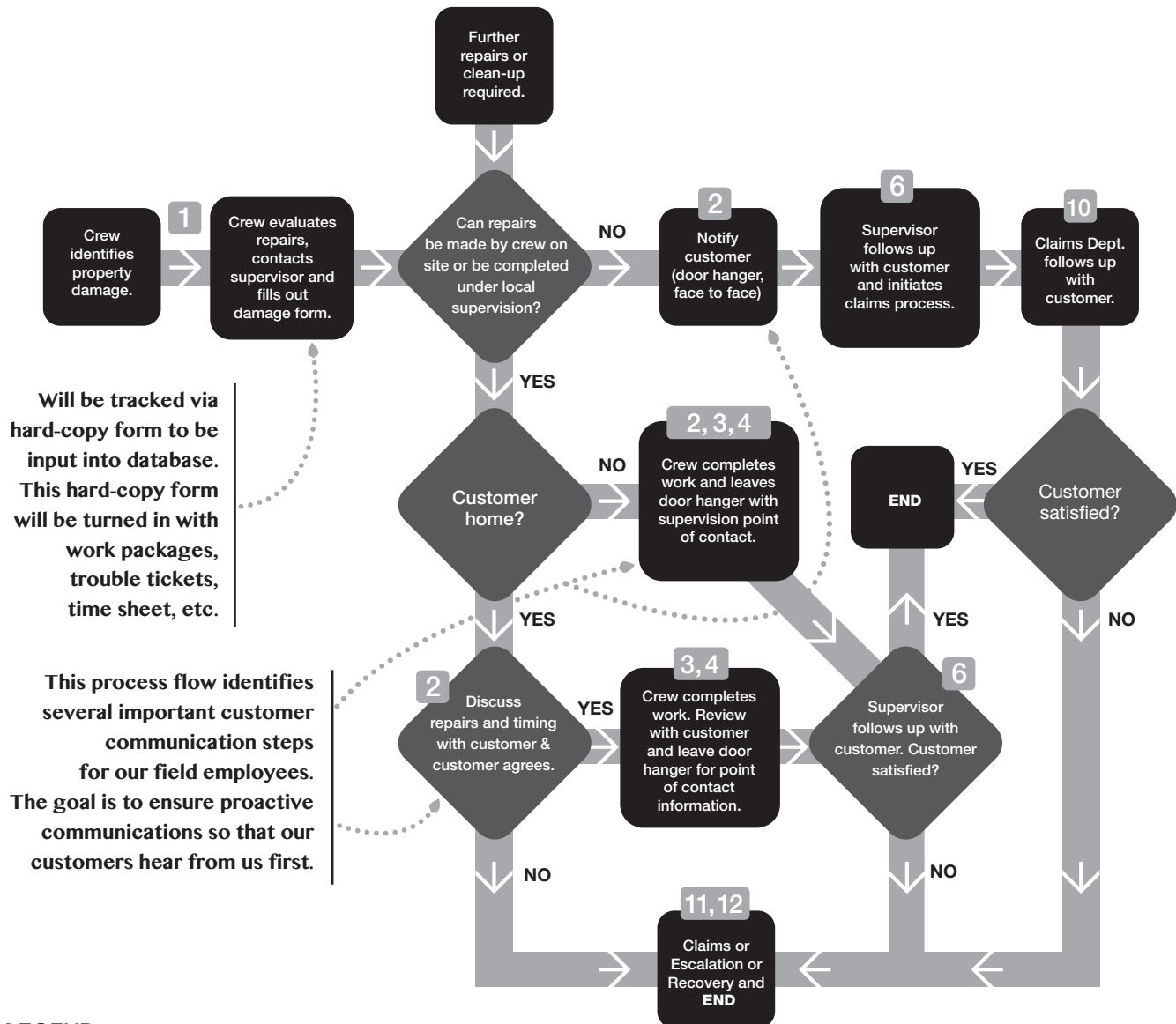


Property Impact and Incidental Property Damage Procedure, Appendix E

Process Flow: Planned or Emergent Work

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

INCIDENTAL CUSTOMER PROPERTY DAMAGE OR FURTHER REPAIR



LEGEND



Decision Point



Action Step

1

Numbering corresponds to procedure step

Property Impact and Incidental Property Damage Procedure, Appendix F

Eversource Remediation Standards

With proactive communications with our customers, we take a first and important step in ensuring their confidence in us. Together with one company-wide standard for how we will remediate any damage, we ensure a consistent and positive service experience.

These minimum standards have been developed for in-scope activities and impacts. They describe the steps we will take to return the customer's property to its pre-work condition.

Minimum Remediation Standards We Will Follow

Damage Types	Minimum Standards We Will Follow
Oil spill remediation to fix a stained driveway	<ul style="list-style-type: none">• Clean the driveway with an absorbent to ensure the surface is functional and safe and meets the customer's satisfaction.
Debris removal from non-storm related tree maintenance work/capital projects	<ul style="list-style-type: none">• Remove and dispose of all trimmings and debris associated with the tree work from the job site unless directed otherwise by the customer/property owner. Wood that can be chipped is removed. Firewood-sized pieces are left for the customer/property owner.• After 7 days, we will retrieve the wood, if required.
Transmission Rights-of-Way (ROW) work	<ul style="list-style-type: none">• For routine maintenance, all stumps shall be less than 3 inches in height and all slash shall be wind-rowed along the right-of-way edge or diced in general areas. In sensitive areas, slash shall be diced, chipped or removed from the right-of-way depending on the physical limitations of the site.• For reclamation and risk tree removal, property owners will be provided options for wood disposal and site cleanup.
Integrated Rights-of-Way (ROW) vegetation management work	<ul style="list-style-type: none">• Current policies specify a variety of control methods for brush on ROWs.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Removal of plantings around padmount transformers (identified during surveys/inspections)	<ul style="list-style-type: none">• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible, while ensuring minimum clearances for padmount transformers are maintained.
Structure damage – siding, mailboxes, stone walls, fences, attic vents, vehicles	<ul style="list-style-type: none">• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible.• If this can't be achieved, the recovery process will continue to the next step.
Subsurface damage – underground dog fencing, underground sprinkler system, septic systems, well cap damage, customer-owned electrical wiring	<ul style="list-style-type: none">• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible.• If this can't be achieved, the recovery process will continue to the next step.
Surface repairs – damaged driveways, pavers or sidewalks	<ul style="list-style-type: none">• Repair/replace the property to the customer's satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible.• If this can't be achieved, the recovery process will continue to the next step.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Damaged Driveway	<ul style="list-style-type: none">• A qualified contractor will be hired by Eversource to excavate and remediate the damaged section plus a 1-foot extension for the integrity of the repair.• The contractor will make repairs consistent with/appropriate for the existing type/style and condition of the driveway area.• If this can't be achieved, the recovery process will continue to the next step.
Damaged Sidewalk	<ul style="list-style-type: none">• Workers are required to adhere to all local town/city/state construction standards.• Same-day patch repair will be made to address local public safety.• Follow-up repairs will be made within 90 days (as seasonal conditions permit) to permanently remediate the damaged area and may include:<ul style="list-style-type: none">▪ Saw cutting and paving 1 foot beyond the damaged section for a continuous bituminous concrete surface▪ Seam-to-seam replacement up to the expansion joint for a concrete surface
Landscaping – ruts, trenching, shrub damage, sod, debris, emergency tree trimming, dirt mounds by pole sets (dead grass), holes from removed poles	<p>Customers will be provided these options:</p> <ul style="list-style-type: none">• Eversource will authorize first-line management to offer alternative solutions to the customer, e.g., reimbursement if customer makes own repairs.• Eversource will repair or replace the landscaping materials to restore the condition of the property/site to its pre-work condition.• If this can't be achieved, the recovery process will continue to the next step.• Removal of debris resulting from maintenance on our equipment (e.g., pole setting) <p>Note: Debris from emergent tree or limb work will be the responsibility of the tree owner.</p>

EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY

Definitions

As used in this Policy: (i) Owner refers to any subsidiary(ies) of Northeast Utilities dba Eversource Energy contracting for services; (ii) Contractor refers to the individual or entity contracting to provide services to Owner; (iii) Contract refers to any purchase order, Contract or agreement between Owner and Contractor; (iv) Contractor Representative(s) refers to employees, subcontractors and agents of the Contractor that may provide services to Owner pursuant to a Contract.

Policy Statement

Throughout the Contract term, Contractors are required to ensure that each Contractor Representative providing services for Owner successfully passes a background check which meets the minimum requirements set forth in this Policy, as such may be amended from time to time. These background checks are to be completed by the Contractor at the Contractor's expense prior to the commencement or continuation of work for Owner. The Contractor shall maintain documentation regarding these background checks through the term of the Contract and for a period of three years following the expiration or termination of the Contract, which documentation shall be made available for review and audit by Owner upon request. Notwithstanding any provision in this Policy, Contractor shall comply with all applicable laws and regulations in conducting background checks and maintaining information relating thereto including, without limitation, the Fair Credit Reporting Act and the Consumer Credit Reporting Reform Act of 1996.

Minimum Requirements

Two levels of baseline background checks are required for Contractor Representatives, depending upon the nature and location of the work that they will perform. Additional requirements beyond these minimums may be required by Owner based upon risk assessments or legal requirements.

Level 1 baseline background checks require identity verification and verification of legal rights to work in the USA (or other host country where the services for Owner are performed) and are required of all Contractor Representatives performing services for Owner.

Level 2 baseline background checks require, in addition to Level 1 checks, a seven-year criminal history search, a seven-year Sex Offender Registry check, a seven-year residential address verification, three-year employment history verification, and motor vehicle driving record checks (if responsibilities include driving) and are required for all Contractor Representatives performing services for Owner and meet any one or more of the following criteria:

- When a criminal background check is required by law, regulation or other legal requirement.
- Where a Contractor Representative will have direct contact with customers in a non-public location.
- Where a Contractor Representative will have access to non-public personal information or other information required to be protected under applicable law, regulation or other legal requirement.
- Where a Contractor Representative will have unescorted access to locations containing critical cyber assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate

stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.

- Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).
- Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance, or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.
- Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

In the event that Contractor determines to employ or retain any person who has a current misdemeanor case pending or has been convicted of a misdemeanor in the last five years, Contractor shall notify Owner by email and telephone (Scott.McKenzie@NU.com, 860-665-5297) of its intention to do so, together with Attachment C "Contractor Background Check Exception Request Form." In no event shall Contractor assign a person who the Contractor has actual knowledge of having a current felony case pending or having been convicted of a felony.

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.

Supplemental checks that may be required include, but are not limited to the following:

- Five (5) panel drug screening
- Education/verification of degrees
- Validations of required licenses (professional and/or legally required)
- Credit history
- Global screening of offshore international/foreign national persons
- Homeland Security checks
- US Citizenship and Immigration Services E-Verify
- Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country

Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives

and match results of this check with other identification documents provided by Contractor Representatives.

2. Criminal History Background Checks

Contractors shall ensure that all Contractor Representatives performing work or providing services to Owner are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include County, State, and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. Checks must be performed on all current Contractor Representatives and any new Contractor Representatives hired or assigned to support the Owner Contract. If the Contractor has had a pre-employment criminal history check process in place and can provide documented evidence that Contractor Representatives assigned to the Owner Contract have been subjected to the criminal history check within the last 3 years, then additional checks are not necessary. Contractor Representatives who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional criminal history checks. See Supplemental Background Check Requirements above.

The following criteria will be used as guidance by Contractor in making the determination of whether a given Contractor Representative will be allowed to perform work specified in the Contract. These criteria should also be evaluated by the Contractor prior submitting Attachment #1 "Contractor Background Check Exception Request Form" to Owner:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

During the term of the Contract, if the Contractor becomes aware of information concerning a criminal conviction of a Contractor Representative that would fit the above criteria, this information shall be immediately provided to Owner's Security Department for determination whether the Contractor Representative should be allowed to continue providing services for Owner.

3. Sex Offender Registry Search

Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative's provided and developed names, in the state(s) of the Contractor Representative's residence and place of work, if a statewide repository is maintained and accessible as public record.

4. Residential Address Verification

Contractors must perform a seven-year address verification on all **new** Contractor Representatives hired or retained to support the Contract.

5. Employment History Verification

Contractors must perform a three-year prior employment history verification on all **new** Contractor Representatives hired to support the Contract. This check may also reveal prior employment with Owner that must be further explored by Contractor.

6. Motor Vehicle Driving Record Check

All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver

license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

7. Contractor Representatives Previously Terminated or Removal from Owner Work for Cause

Contractor shall not permit Contractor Representatives to perform services for Owner who were: (i) previously employed by Owner and were terminated by Owner for cause; or (ii) who were previously removed from working on any Contract for Owner.

8. Owner's Right to Amend Requirements for Contractor Background Checks

Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

ATTACHMENT #1

Eversource Background Check Exception Request Form

Section A: Contractor Background Check Exception Request	
Requestor's First and Last Name and Phone Number:	Name of Contractor:
Date of Exception Request:	PO or Contract Number:
Description of work/services provided by Contractor:	
Location where work/services are provided:	
Description of exception requested and rationale for exception:	

ACKNOWLEDGEMENT BY REQUESTOR

By signing below, I hereby certify that the information submitted on this form is accurate and complete.

Requestor's Signature: _____ Date: _____

Section B: Eversource Management Review/Authorization		
Conclusion, recommendation, and agreed action, if any:		
Business Risk Description/Impact Assessment:		
Start and end period for which exception is granted:		
Name of Procurement Manager:	Title:	
Signature:		Date:
Name of Corporate Security Manager:	Title:	
Signature:		Date:

Note: Exceptions shall not be granted that:

- Allow unescorted access to critical assets
- Violate regulatory requirements

CONTRACTOR/VENDOR SCREENING MATRIX

In accordance with the background check policy, please use the below reference table to determine when a contractor/employee meets the requirements in Eversource's background check Policy. (ex. If a single misdemeanor is found the individual will Fail check for Year 1, Year 2, and Year 3).

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Any felony conviction	F	F	F	F	F	F	F
More than one misdemeanor conviction for violence	F	F	F	F	F	F	F
Single misdemeanor conviction for violence	F	F	F	P	P	P	P
Misdemeanor drug possession conviction	F	F	F	P	P	P	P
Misdemeanor conviction for computer crimes	F	F	F	P	P	P	P
All other convictions not included in the above categories	P	P	P	P	P	P	P
DMV – Multiple D.U.I. / D.W.I	F	F	F	P	P	P	P
Multiple DMV Moving Violation (s)	P	P	P	P	P	P	P

P = Pass

F = Fail

Eversource CRIMINAL OFFENDER RECORD

INFORMATION (“CORI”) POLICY

This policy is applicable to the criminal history screening of prospective and current employees.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, the following practices and procedures will be followed.

I. CONDUCTING CORI SCREENING

CORI checks will be conducted only as authorized by the Massachusetts Department of Criminal Justice Information Services (“DCJIS”) and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. If a new CORI

check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

II. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information will be limited to those individuals who have a “need to know.” This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. Eversource must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six(6) months and is subject to inspection upon request by the DCJIS at any time.

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource.

will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if (Requestor Organization Name) is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

V. VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

VI. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

VII. DETERMINING SUITABILITY

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

VIII. ADVERSE DECISIONS BASED ON CORI

If an authorized person is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be immediately notified. The subject shall be provided with a copy of this CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

IX. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

Eversource Contractor Safety and Health Work Rules
Appendix H
(Effective Date 2/1/17)

I. Introduction

1. These Work Rules govern the safety and health aspects of the way that Contractors and their subcontractors and agents perform work at Eversource facilities, properties or work sites.

These Work Rules convey Eversource's minimum expectations regarding safety and health practices and may exceed the requirements of federal, state and local regulatory agencies.

All Contractors are required to comply with the requirements of the Occupational Safety and Health Administration (OSHA), all other applicable federal, state, and local laws, ordinances, regulations, and other project and site-specific permits. If policies and safety related work methods are unique to Eversource Energy that go above and beyond the minimum requirements set forth by OSHA or regulatory standard; contractors will achieve compliance of these Eversource safety rules or policies either by adopting the Eversource methodology or providing a method which will meet or exceed the Eversource safety rules. These Work Rules are in addition to any safety and health procedures, policies, guidance, and/or work instructions of the Contractor. Failure to comply with any portion of these Work Rules is a breach of contract, and is just cause for placement in a probationary program and/or expulsion from Eversource properties and/or termination of the contract.

2. Contractors are required to inform their employees, subcontractors, and agents of these Work Rules prior to the start of work and to ensure compliance with the Work Rules.
3. All Contractors and their employees are responsible for ensuring safety and health compliance. This includes adherence to the following:
 - a) State, federal, and local safety and health requirements that are in effect or that may take effect during the work;
 - b) Guidance and work instructions;
 - c) Site-specific rules and/or addenda.

It is the responsibility of the Contractor to enforce these safety requirements with her/his own personnel as well as with personnel of sub-contractors who he/she engages for performing the requested work action. Compliance with these safety requirements does not (1) relieve or diminish the responsibility of the Contractor to perform the work in a manner that complies with applicable Federal, State and local laws, rules, regulations and/or requirements and with all applicable provisions of the Contractor's contract with Eversource regarding the work (the "Contract"), nor (2) relieve the Contractor from liability to Eversource or others for negligent or improper performance of the work, as provided in the Contract.

4. Each Contractor is and shall remain an independent Contractor as to all work performed under the contract. Nothing herein shall relieve Contractors of their sole responsibility for the safety of their employees and their work performance. As such, Eversource expects them to take appropriate action to ensure that safety and health requirements are adhered to.
5. Neither compliance with these Work Rules nor Eversource's approval of any actions or procedures of the Contractor shall relieve the Contractor of its obligation to always use due care in performing work and to take any additional precautions necessary to prevent injury, adverse effects to the public, and/or property damage. The Contractor shall ensure safe work practices, protect their employees and monitor the project's safety and health effects during the work.

6. **Safety Statistics** - Contractors, subcontractors, and other Contractor representatives must maintain work site records of miles driven, hours worked, and of all incidents, near miss events, injuries and illnesses occurring and reported at the work site, specifically identifying those injuries that meet the Occupational Safety and Health Administration (OSHA) definition of "recordable." Eversource shall be provided with copies of such work site injury, work hour and mileage records at the completion of the job or as requested.

Eversource's focus on evaluating Contractor safety performance, as demonstrated by work site injury and illness statistics, indicates to Contractors that satisfactory performance extends far beyond pre-bid and pre-job submittals and discussions. Such statistics can also be used to measure the effectiveness of Contractor safety programs and the Contractor's performance of the work.

7. The Contractor shall assign or designate a competent person(s) as required per OSHA at each job site. The competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Contractors will document such designation and shall maintain such documentation upon the work site and make it available to Eversource representatives at their request.

Contractor's competent person shall take appropriate corrective actions for safety violations committed by personnel of Contractor or its sub-contractors. However, if the Eversource liaison notes safety violations either as to personnel or equipment, the Eversource liaison will be empowered to halt work progress at the Contractor's expense until such time that the unsafe condition has been corrected.

8. **Penalty for Non-Conformance** - Any Contractor or sub-contractor who fails to take the necessary safety corrective measures to conform to these safety requirements shall be brought to the attention of Eversource, with a recommendation for one or more of the following remedies with regard to the contractor:
 1. Suspension of work in progress.
 2. Probation or termination of any and all active contracts.
 3. Removal of the contractor from Eversource's approved contractor list.

II. General Safety and Health Rules

1. **Planning and Forethought** - The Contractor shall exercise planning and forethought regarding all work. As a minimum, this requires the Contractor to apply the same planning and management skills to the safety aspects of the job as to the bid preparation, work assignment, job scheduling, and other productivity and quality aspects.

To facilitate this planning process, Contractors are required to complete a Job Hazard Assessment (JHA) for each phase of the job they are working. The JHA shall be communicated to all workers. In some cases, a Contractor shall develop a site specific safety plan for the work and/or assign a person with full-time or collateral safety oversight responsibilities. These documents along with documentation showing that JHAs have been reviewed with employees shall be maintained by the contractor and provided to Eversource upon request.

2. **Emergency Response/Medical** - Prior to the start of work, Contractors must coordinate their emergency response/E-911 protocol plans with Eversource. This may include preferred means of reporting and responding to medical, security emergencies, evacuation alarms and routes, available medical treatment facilities, etc. Contractors shall be equipped with their own first aid kits and are responsible for arranging for transportation for their employees to receive medical attention for minor injuries.

3. Safety Oversight - Certain jobs based on size and/or complexity may require contractor safety oversight. At a minimum, jobs with 30 or more employees (including sub-contractors) for extended periods of time (2 weeks or greater) shall require a full time safety professional. Oversight shall be coordinated with Eversource and jobs meeting the size or complexity requiring contractor safety oversight will be identified during the pre-bid process.
4. Job Brief - High Exposure Contractors (Civil, Line, Electrical, Test, Vegetation Management, Gas, General Construction, etc.) must conduct documented Job Briefs (commonly known as Safety Briefs, toolbox discussions, tailboard discussions, etc.) with all workers that will be involved in the job at the start of each shift, when the scope of work changes, and/or before new work assignments. These discussions must cover at a minimum: Hazards associated with the job, work procedures involved, special precautions, energy source controls, source of where energy is coming from, personal protective equipment requirements, scope of work, location, rescue process, special tools and equipment required to perform work safely and Eversource site specific safety requirements. Contractors shall maintain such documentation upon the work site and make it available to Eversource representatives at their request.

All other contractors (Low Exposure) shall perform a similar Job Brief, but it need not be documented.

5. Training - Contractors shall have training and certification records, licenses, and other such documentation for their employees that are pertinent to the work to be performed either on site or available within twenty-four hours and subject to review by Eversource, upon formal request.
 - A. Eversource Safety Orientation Review - Contractors shall provide a review of the Eversource Contractor Safety and Health Work Rules (and applicable addendums) and all specific JHAs and safety plans to all personnel and all subcontractors prior to commencing work activities. The review shall be documented (Appendix E Eversource Contractor Safety Awareness of the pre-qualification questionnaire).
 - B. OSHA 10 Hour Training - All Vegetation Management, General Construction, Civil, Line, Electrical and Test contractor Supervisors with greater than 6 employees under their routine direct supervision shall have at a minimum a 10-hour OSHA training certificate (General Industry, Construction or Transmission & Distribution (T&D)). Contractors under other contract types may be required to have training at the discretion of Eversource.
6. Inspection and Maintenance Records - Inspection, maintenance, repair, and certification records of cranes, hoists, personnel lifts, scaffolds, excavations, etc., are subject to Eversource review and must be readily available, upon formal request.
7. Alcohol, Controlled Substances, and Weapons - No alcoholic beverages, beverages labeled as non-alcoholic, controlled substances (other than prescribed drugs), or weapons are allowed on Eversource facilities, properties or work sites, including parking lots, nor shall any worker under the influence of alcohol and/or drugs be allowed on Eversource facilities, properties, or work sites. The sale or use of alcohol and/or controlled substances on Eversource facilities, properties, or work sites is strictly prohibited. All Contractor and sub-contractor personnel reporting for work in an unfit condition to safely perform assigned work functions shall be immediately dismissed from the work site.
8. Regulatory Inspections - Contractors shall promptly inform the Eversource liaison of any and all inspections, visits, observations, audits, or inquiries of any kind (telephone, electronic, in-person, etc.) (collectively "Inspections") affecting or pertaining in any way to the Contractors' work under the contract by any federal, state or local agency, and the reasons therefore. Contractors shall keep the Eversource liaison updated on the status of any regulatory matters arising out of such Inspections, including but not limited to safety, health citations and/or violations.

III. Specific Safety and Health Rules

1. Trenching and Excavating - No trenching or excavation work may begin until the Contractor has designated a competent person to oversee the work and has informed Eversource of the name(s) of the competent person(s) and the basis for such determination. Contractors are to assume the soil is Type C unless they prove otherwise with appropriate engineering tests. Contractor is responsible for contacting the appropriate "Call Before You Dig" or "Dig Safe" agency the requisite number of days (typically 2 to 3 business days) prior to the planned start of any excavation. An active "Call Before You Dig" or "Dig Safe" clearance is required before any mechanical excavation work. All unattended trenches and excavations at a minimum shall be guarded to prevent inadvertent falls. Contractors must also comply with all state specific regulations, including responsibility for maintaining and renewing mark-outs.

Work areas shall be cleaned up at the end of each day or more often if conditions warrant. Excess backfill material shall be removed promptly and transported to designated facilities in accordance with Eversource Environmental Materials Handling Guidelines. All street surfaces and sidewalks swept clean at the end of each day.

2. Scaffolding - No scaffolding work may begin until the Contractor has designated a competent person to oversee the work and has informed Eversource of the name(s) of the competent person(s) and the basis for such determination. 100% fall protection or restraint is required at all times during erection, maintenance, use and dismantling of the scaffold whenever the fall hazard is six (6) feet or greater unless the competent person possesses documentation clearly describing why using 100% fall protection or restraint is not feasible or creates greater hazards. The documentation shall also describe the methods that will be implemented to achieve as close to 100% fall protection or restraint as possible. Scaffold components may not be used for fall protection or restraint anchorage unless Contractor similarly possesses documentation by a "qualified person" as defined by OSHA 29CFR 1926.450 validating the suitability of the components for such use. All documentation must be readily available for review by Eversource. In addition, from the time scaffold erection is begun until scaffold dismantling is completed, the competent person shall inspect all scaffolding and associated components at least once each work shift prior to their use and shall affix signs, tags, or equivalent means to conspicuously mark whether the scaffolding is or is not safe to use. Transfer of responsibility for the maintenance and inspection of the scaffolding must be coordinated and clearly noted among Eversource and other parties involved.
3. Fall Protection - 100% fall protection is required for all workers exposed to fall hazards of four (4) feet or greater from structures that support overhead electrical lines (e.g., poles, towers, structures), six (6) feet or greater, in other construction activities, and lesser heights with the potential for serious injury, unless the competent person possesses documentation clearly describing why using 100% fall protection or restraint is not feasible or creates greater hazards. The documentation shall also describe the methods that will be implemented to achieve as close to 100% fall protection or restraint as possible.
4. Housekeeping - Contractors shall keep the job site neat, clean, and free of debris, trash, and hazards. Contractor shall store all materials in a neat and orderly fashion. At a minimum, the Contractor shall police the work area at the end of each shift.
5. Hot Work - Hot work is any work that involves the use of burning or welding equipment, brazing equipment, explosives, open flames, grinders, and any other activity that produces a flame, spark, or excessive heat. Hot work shall be coordinated with the Eversource liaison in advance. Hot work requires the Contractor to conduct a hazard assessment and take appropriate actions to prevent the ignition of combustible and flammable materials, including but not limited to the use of welding tarps, fire watches, and the ready availability of fire extinguishers rated for the specific nature of the anticipated fire hazard(s). Fire watches shall remain in place 30 minutes after hot work stops. Any local or state required hot work permits shall be secured by the contractor.

6. Smoking - Smoking is prohibited in and within 25 feet of all Eversource facilities, within 25 feet of flammable materials, and in other areas designated as such.
7. Hoisting and Rigging - Contractors must certify that all operators of mobile equipment such as cranes, derricks, boom lifts, etc., have been trained and certified on the proper operation of the equipment. Non-operators, such as Signal Persons, shall also be trained and have proper certifications. Copies of this training and certification shall be maintained on the project by the Contractor and provided to Eversource upon request. Mobile crane operators must be qualified on each specific crane (type & rating) they are assigned to operate through a testing and qualification procedure.

The Contractor shall not move loads suspended from mobile equipment without the load being secured to prevent swinging. Tag lines shall be used on all loads except when there is a danger of the equipment, load, or tag line making contact with energized parts. Swing load radius must be flagged and kept clear during operation of all cranes. Lifting devices and hardware (slings, chain, shackles, etc.) shall be rated and properly connected for the application. Load charts shall be available and no load may be lifted until its weight has been determined.

Certain high risk hoisting operations will require a comprehensive lift plan. Plans shall be coordinated with the Eversource liaison.

8. Guarding of Holes and Openings - The Contractor shall guard or place appropriate barricades around temporary openings in floors, walls, excavations, etc., to prevent inadvertent entry. Covers over excavations or floor holes shall be of sufficient strength (2 times maximum load), conspicuously marked to indicate the hazard and the danger of removal, and secured to prevent inadvertent movement or removal whenever feasible.
9. Ladders - Only ladders constructed of fiberglass may be used in and around electrical equipment, including substations. Ladders are to be properly positioned. Straight and extension ladders are to be tied off at the top and bottom or footed by another person. Step ladders may be used only in the fully open position with the spreader brackets locked in place. No person may stand or sit on the steps or platforms on which standing or sitting is prohibited.
10. Tools and Equipment - Contractors are responsible for providing proper tools and equipment. Except in rare or emergency situations, Eversource will not provide or lend tools or equipment, including personal protective equipment (PPE). Tools and equipment shall be maintained in safe condition and used as designed and without removing, defeating, or otherwise compromising guards or other safety devices.
11. Walks and Roadways - When working on Eversource facilities, properties, or work sites, Contractors shall not hinder or obstruct the normal flow of vehicular or pedestrian traffic without prior coordination with the Eversource Liaison. In such cases, appropriate actions must be taken to alert traffic of the hazard and/or control the flow of traffic to ensure safety. In such cases, Contractor shall provide approved lights, barriers, signs, warning devices, signal persons, and/or other precautions appropriate to the situation.
12. Lock out/Tag out - Work at Eversource facilities may require the use of a lock out/tag out system. The Contractor is to coordinate lock out/tag out with the Eversource liaison. In some cases, the Contractor may be required to comply with Eversource's lock out/tag out requirements.

Switching and Tagging - all T&D switching and tagging must comply with the applicable operating company procedures, including placement on the Eversource Qualified Person's Lists (QPL). Request additional information from your Eversource liaison.

13. Confined Space Entry (including Enclosed Space Entry) - Contractor is to consider all confined spaces as permit-required confined spaces (except enclosed spaces per OSHA 1910.269) until informed otherwise by Eversource or until Contractor conducts a written hazard assessment that documents otherwise. The Contractor is to coordinate all entries into confined spaces (whether permit-required confined spaces, non-permit confined spaces, or enclosed areas) with the Eversource liaison, the local facilities/building supervisor, and other work groups to ensure each other's activities will not affect the safety or health of any person.
14. Personal Protective Equipment (PPE) - As a minimum, most physical work requires the use of safety glasses (including side shields) meeting the ANSI Z87 standard, safety shoes meeting the ASTM F 2413-05 international standard, and head protection shall be ANSI Z89.1 Type I class E&G. EH Rated Safety Footwear meeting ASTM F2413-05 (M I/75/C75/Mt75), (steel toe or composite) footwear will be required for all electrical overhead, underground and substation work. Contractors shall comply with local Eversource PPE requirements for the location or the type of work. Determining any additional PPE requirements is the responsibility of the Contractor. The Contractor's PPE hazard assessment certifications are subject to review by Eversource.

OH Line Work - Class II high voltage rubber gloves and sleeves or greater are required to be worn at all times whenever an employee is exposed to conductors that could be energized or become energized. Exceptions to this requirement will be provided by the Eversource liaison and/or Eversource Safety.

15. Barriers, Warnings, Signs, and Signage - Work areas, whether indoors or outdoors, restricted to entry by authorized persons shall be clearly marked and delineated. Unless otherwise permitted, such marking shall consist of conspicuous rope or tape barrier with appropriate DANGER, CAUTION, or other appropriate signs that (1) note the nature of the hazard and (2) provide guidance to the reader. When the signs or barriers are not available or their use is not practicable, such as for a momentary hazard exposure, the Contractor shall post employees to prevent others from being exposed to the hazard(s).
16. Work Area Protection - Traffic control must meet the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) guideline. Minimize traffic hazards by establishing a good work area protection zone. This zone of protection needs to: warn oncoming travelers of your presence. establish a zone or barrier that gives you enough time to react to an out of control traveler and guide traffic in an orderly direct path around you and your work zone.

All workers, who are exposed either to traffic (vehicles using the highway for purposes of travel) or to work vehicles and construction equipment within the work zone must wear high-visibility safety apparel that meets performance Class 2 or 3 requirements.
17. Communications with Eversource Personnel - Planned work activities which may affect Eversource personnel or disrupt their work shall be coordinated with the Eversource liaison and communicated to such personnel far enough in advance to allow for coordination, accommodations, or resolution of conflicts.
18. Asbestos, Lead, and Other Hazardous Substances - Asbestos, lead, and other hazardous substances may exist on or at Eversource facilities, properties and work sites. Eversource will inform the Contractor of the known presence, location, and quantity of such substances in or adjacent to areas in which the Contractor is expected to work, and the Contractor shall so inform its employees, bring to Eversource's attention any suspect or questionable substances that may be encountered during the course of work, and take appropriate precautions.
19. Nail Guns and Powder-Actuated Tools - Nail guns, Hilti Guns, powder activated nail gun and similar tools shall be used in such a manner to ensure the projected fastener cannot miss or penetrate the intended surface and strike an unintended person or object, including but not limited to the fastener becoming an airborne projectile. Precautions include but are not limited to directing the line of fire

away from other persons, including passersby, preventing access to the opposite sides of nailing surfaces (e.g. walls) and preventing access closer than 20 feet to Hilti or powder activated nail i.e., gun use. Powder actuated tools shall require the use of a Hot Work Permit in the area of natural gas, propane or LNG facilities (see Rule #5)

20. Arc Rated Flame Resistant (FR) Clothing/Arc Flash Protection - The wearing of arc rated flame resistant clothing is required in certain locations (e.g., substations, energized distribution primary zone) and while performing certain electrical or natural gas activities. The Contractor is to consult with the Eversource liaison to determine the specific requirements for FR Clothing, including arc flash protection. All FR clothing shall meet ASTM F1506 or ASTM F1959 and OSHA 29 CFR 1910.269 for electrical work. All FR clothing shall meet NFPA 2112 and 2113 for affected natural gas, propane or LNG work activities.

21. Electrical Awareness - Low and high voltage electrical lines and equipment exist throughout the Eversource system. The Contractor must provide, to all persons working under a contract, or ensure they have received, electrical awareness training appropriate to the work they will be performing. The intent of the training is to ensure persons understand the hazards of electricity and the actions they must take to prevent inadvertent contact.

Persons may enter a substation or switchyard only if they have: (1) attended a pre-entry safety training class and are escorted by an approved escort; (2) received a pre-entry safety briefing appropriate to the work they will be performing and are escorted by an approved escort; or (3) completed unescorted access training and been granted unescorted access privileges by appropriate Eversource personnel.

22. Grounding for the Protection of Employees - To work lines or equipment as deenergized, the lines or equipment shall be deenergized, tested for potential and grounded according to current OSHA regulations. Equipotential zone - Temporary protective grounds shall be placed at such locations and arranged in such a manner as to prevent each employee from being exposed to hazardous differences in electrical potential.

Protective grounding equipment shall be capable of conducting the maximum fault current that could flow at the point of grounding for the time necessary to clear the fault. Contact your Eversource liaison for specifics on work location fault currents. Work on transmission lines shall require an ampacity greater than or equal to that of 4/0 copper, unless engineering study proves otherwise.

23. Vehicle Operation - Vehicles shall be parked to avoid backing whenever practical. If backing is necessary, it shall be done upon arrival. Before moving a parked vehicle, operators shall conduct a circle safety check to identify persons and objects. If more than one employee is in/on/near a vehicle, one employee shall be positioned outside the vehicle to aid the driver when backing is necessary.
24. Hazard Communication - All Safety Data Sheets and associated instruction/warning sheets must be provided to Eversource upon request. Contractor must also have a copy of its Hazard Communication program available. All containers used to handle chemicals, fluids, or hazardous material must be labeled. Minimum label requirements are product name, manufacturer or distributor, and hazard warning and shall meet OSHA and/or the United Nations Globally Harmonized System (GHS) of Classification and Labeling of Chemicals.

25. Event Reporting - Contractors shall report immediately (no later than end of shift) to the Eversource liaison, the following:
- all workplace hazards, unsafe conditions / concerns, injuries, illnesses, vehicle accidents, near miss events, outages (gas and electric) damage to property or equipment and other safety-related or environmental incidents (e.g., near-misses, fires, spills);
 - safety, health, or environmental inspections or other inquiries by governmental authorities, deviations from governmental or site requirements;
 - All work related fatalities, inpatient hospitalizations, amputations and losses of an eye.

Eversource also requires Contractor management to analyze all occupational injuries, illnesses, vehicle accidents and other safety-related or environmental incidents, identify their causes and actions taken to prevent recurrence in a written report; and, provide copies of all injury reports and analysis to Eversource. All Incident Analysis Reports (including corrective actions) shall be completed and submitted within 10 days. Shorter time frames (eg: within 24 hours) may be imposed by Eversource for serious events.

IV. Host Employer and Contract Employer Responsibilities (also refer to Appendix I)

1. Employer Information Transfer Policy - When a contract employee is performing work at a location owned by a particular employer, the contractor's direct employer (the Contract Employer) and the Host Employer have certain specific responsibilities. The *Host Employer* is the employer that operates or controls the operating procedures for an electric power generation, transmission, or distribution installation on which a contract employer is performing work. The *Contract Employer* is the direct employer (other than a host employer), of a contract employee performing work for the Host Employer.
2. Before contractor work begins, the Host Employer informs contract employers of:
 - The characteristics of the Host Employer's installation that are related to the safety of the work to be performed.
 - This Host Employer provides known information based on Existing Characteristics and Conditions. (Existing Characteristics and Conditions are facts the host employer can obtain from its existing records through the exercise of reasonable diligence of the electric system.)
 - Conditions related to the safety of the work to be performed, that are known to the host employer.
 - The Host Employer is only required to provide information to contract employers that the host employer can obtain from its existing records through the exercise of reasonable diligence.
 - Information about the design and operation of the host employer's location that the contract employer might need in order to make assessments.
 - Any other information about the design and operation of the host employer's installation that is known by the host employer, which the contract employer requests (and that are related to the protection of the contract employees).
3. Similarly, Contract Employers must comply with the following requirements:
 - The Contract Employer ensures that each of its employees is instructed in the hazardous conditions relevant to the employee's work that the Contract Employer is aware of as a result of information communicated to the Contract Employer by the Host Employer.
 - Before work begins, the Contract Employer advises the Host Employer of any unique hazardous conditions presented by the Contract Employer's work.
 - The Contract Employer advises the Host Employer of any unanticipated hazardous conditions found during the Contract Employer's work that the Host Employer did not mention. The Contract Employer provides this information to the host employer upon discovering the hazardous condition.
 - The Contract Employer and the Host Employer coordinate their work rules and procedures so that every employee of the contract employer and the host employer is protected, as required.
 - Contractors conduct a detailed Job Briefs to cover all known hazards.

APPENDIX F

CONTRACTOR'S RESPONSIBILITIES FOR SAFETY AND HEALTH COMPLIANCE

Any questions pertaining to these specifications should be directed to the Procurement Agent or a Eversource company representative.

1. Contractor is aware of and has reviewed all safety and health practices, programs or specifications which Contractor has agreed to use and abide by, including without limitation, the following:
 - Eversource Contractor Work Rules and addenda;
 - All safety and health practices and programs;
 - All safety and health practices, programs or specifications set forth in the General Terms and Conditions or other contract documents;
 - All safety and health special conditions or other specifications;
2. All Contractor employees and subcontractors have been or will be made aware of all such specifications before starting work.
3. All Contractor employees and subcontractors will utilize and abide by these specifications.

1. In connection with discussions between Eversource Energy Service Company ("**Eversource**") and _____ ("**Company**"), with respect to potential transactions involving the purchase and/or sale of goods, services and/or other items (the "**Transactions**"), each party (as to information disclosed by it, the "**Disclosing Party**") is prepared to furnish the other party (as to information received by it, the "**Receiving Party**") with certain confidential and proprietary information. "**Confidential Information**" as used in this agreement (the "**Agreement**") shall mean all such confidential information that is or has been disclosed by the Disclosing Party or its Affiliates (defined below), including information that is clearly marked "Confidential" or otherwise identified as confidential, including the subject matter and content of any discussions or communications between the parties (or any of its officers, directors, shareholders, employees, agents or affiliates), whether in writing or otherwise, and irrespective of the method or medium of transmission, which may relate to, concern or contain the Disclosing Party's confidential information relating to, without limitation, operations, systems, assets, critical infrastructure information, policies and procedures, business objectives, products, product designs, technology, pricing, finances or financial performance; acquisition, operational or marketing strategies or projections. Confidential Information also includes, but is not limited to, personal data as defined in this Agreement or by applicable law, whichever is broader, and personal data shall not be required to be marked "Confidential" or "Proprietary" to be treated as Confidential Information under this Agreement. As used in this Agreement, "**personal data**" means any information relating: (x) to an identified; or (y) to a directly or indirectly identifiable, natural person. Personal data shall be subject to Eversource's Information Security Addendum requirements. All other information shall be deemed to be non-confidential. As used in this Agreement, an "**Affiliate**" with respect to a party means any entity (including without limitation any individual, corporation, company, partnership, limited liability company or group) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

2. The Receiving Party agrees, except as required by law, to: (a) protect the confidentiality of the other party's Confidential Information in whatever form maintained, including any notes, summaries, reports, analyses, or other material derived by the Receiving Party, its Affiliates, or its or their Authorized Parties (defined below), in whole or in part, from the Confidential Information (collectively, "**Notes**"); (b) use the Confidential Information and Notes only for the purposes of evaluating possible Transactions and the terms thereof; (c) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information and Notes, except to its Affiliates, and its or their officers, directors, employees, agents, advisors, representatives, service providers, consultants and/or subcontractors (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist the Receiving Party in evaluating Transactions; and (d) not disclose to persons (other than those described in clause (c) above) that the Confidential Information has been made available, that the Receiving Party is considering Transactions or that the parties have had or are having discussions or negotiations with respect thereto. The Receiving Party further agrees that prior to disclosing any Confidential Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, the Receiving Party shall advise such Affiliates and/or Authorized Parties of the confidential nature of the Confidential Information, and either: (x) direct them to abide by the terms of this Agreement; or (y) ensure they are under written agreement with the Receiving Party that establishes confidentiality and use restrictions regarding such Confidential Information that are no less restrictive than those set forth herein. The Receiving Party agrees to be responsible for any breach of this Agreement

by it, its Affiliates, or its or their Authorized Parties. Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to seek equitable relief, including injunctive relief, specific performance, or both (although neither party shall be entitled to any special, consequential, indirect, punitive, or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain. Company shall limit its disclosure to Eversource to Confidential Information directly related to the Transaction. All other information disclosed to the Receiving Party shall be considered non-confidential, unless the information disclosed contains any confidentiality markings.

3. This Agreement shall be inoperative as to particular portions of the Confidential Information disclosed by the Disclosing Party if such information: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its Affiliates, or its or their Authorized Parties; (b) was available on a non-confidential basis prior to its disclosure to the Receiving Party; (c) is or becomes available to the Receiving Party, its Affiliates, or its or their Authorized Parties on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with the Disclosing Party; or (d) was independently developed by the Receiving Party, its Affiliates, or its or their Authorized Parties, without reference to the Confidential Information, and the Receiving Party can verify the development of such information by written documentation.

4. If either party decides not to proceed with a Transaction, or upon any other termination of this Agreement, the Receiving Party will, upon request from the Disclosing Party, promptly: (a) return or destroy all Confidential Information disclosed to it; and (b) destroy, with such destruction to be certified by the Receiving Party, all Notes, without retaining any copy thereof. No such termination of the Agreement or return or destruction of the Confidential Information or Notes will affect the confidentiality obligations of the Receiving Party, its Affiliates, or its or their Authorized Parties, all of which will continue in effect as provided in this Agreement. Nothing in this Section 4 shall require either party or any of their respective Affiliates and/or Authorized Parties to return, destroy, or delete copies of any computer records and/or files containing the Confidential Information that have been created pursuant to automated processes such as document retention/archiving and/or back-up policies/procedures, provided that each and any such copies: (x) are kept confidential and cannot be accessed in the regular course of business; (y) are maintained and archived in compliance with reasonable information security standards including the Eversource Information Security Addendum; and (z) are properly deleted as required by the Receiving Party's document retention/archiving and/or back-up policies/procedures.

5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to commencement of the discussions and evaluation referred to in this Agreement. Eversource shall own exclusively all rights in ideas, strategies, plans, and data, created in or resulting from Transaction related discussions between Company and Eversource, including all proprietary information and other intellectual property rights. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.

EVERSOURCE MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

6. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any Confidential Information or Notes, such party agrees to provide the Disclosing Party with prompt written notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information or Notes, the Receiving Party may disclose such Confidential Information or Notes to the persons and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information or Notes so disclosed.

7. This Agreement contains the entire understanding between the parties relating to the subject matter contained herein and supersedes all prior and collateral communication, reports, and understandings between the parties relating thereto. This Agreement is not intended as a teaming, joint venture, or other such arrangement. No change, modification, addition to, or waiver of, any provision of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties. Except as provided herein, the parties agree that any disclosures contemplated hereunder, and any discussions or communications between the parties relating thereto, shall not restrict either party's right to take whatever future actions such party unilaterally determines to be in its best interests, including: (a) the right to discontinue discussions with the other party at any time; or (b) to undertake similar discussions or to enter into agreements or relationships with third parties covering subjects related to the matters covered herein. All provisions of this Agreement are severable, and if any provision or part thereof is deemed invalid or otherwise unenforceable, then such term shall be construed to reflect the closest lawful interpretation of the parties' original intent, and the remaining provisions of this Agreement shall remain valid, enforceable, and binding. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party. The Receiving Party shall notify the Disclosing Party in writing immediately upon discovery of any loss, unauthorized disclosure, or use of the Confidential Information and/or Notes, or any other breach of this Agreement by the Receiving Party, its Affiliates, or its or their Authorized Parties. In any such event, the Receiving Party shall help the Disclosing Party in every reasonable way to regain possession of the Confidential Information and/or Notes, and shall prevent any further unauthorized disclosure or use. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign this Agreement or any of their rights and obligations hereunder, or delegate the performance thereof to a third party without the prior written consent of the other party. For the avoidance of doubt, the Disclosing Party's Affiliates disclosing Confidential Information under this Agreement shall be third party beneficiaries of this Agreement. Except as expressly provided in the foregoing sentence, nothing in this Agreement is intended to or shall confer to any third party any benefit or right to enforce any term of this Agreement. Any failure by a party hereto to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of that party's right to subsequently enforce such provision or any other provision of this Agreement.

8. Company and Eversource each agree to take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure. The Receiving Party shall indemnify and hold the Disclosing Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from its, its Affiliates, or its or their Authorized Parties failure to comply with this clause and/or applicable export control laws and regulations.

9. This Agreement shall be effective when duly signed by both parties and shall continue for a period of two (2) years from such date and thereafter will not be automatically renewed. This Agreement can be terminated by either party in writing upon thirty (30) days' written notice. Any and all obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for a period of five (5) years unless otherwise agreed between the parties in writing provided however that for Confidential Information containing personal data or critical infrastructure information, Company's obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for so long as such information is under the control of Company.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of laws rules. If the parties have a controversy, dispute or difference arising out of this Agreement, either party may initiate litigation in the courts of Hartford County, Connecticut with subject matter jurisdiction. The parties submit to the jurisdiction of said courts and waive any defense of *forum non conveniens*. The parties waive all rights to jury trials.

This Agreement shall commence on the date last signed below.

Company: _____
Signature: _____
Print or Type Name: _____
Title: _____
Date: _____

Eversource Energy Service Company

Signature: _____
Print or Type Name: _____
Title: _____
Date: _____

Exhibit A

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor's Representative and Affiliates to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives or Affiliates.

1.0 DEFINITION

1.1 "Personal Information" – Information that identifies a specific person, including but not limited to first name and last name or first initial and last name in combination with anyone or more of the following data elements: home and work addresses; telephone numbers; e-mail addresses; social security numbers; medical insurance numbers, state issued identification card number; birthdates; gender; marital status; driver's license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or protected health information. Without limiting the foregoing, Personal Information includes all private data of Eversource and its affiliates' employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and Eversource policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

2.0 SECURITY

2.1 Contractor hereby agrees to comply with all federal and state laws and regulations applicable to Personal Information it receives from individuals or Eversource, including, without limitation, the Massachusetts Data Security Regulations, 201 CMR 17.00, as applicable.

2.2 Contractor agrees to: (a) implement and maintain appropriate physical, technical, and administrative security measures for the protection of Personal Information as required by any applicable law, including, without limitation, 201 CMR 17.00; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted

wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any Personal Information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by all applicable laws, including, without limitation, 201 CMR 17.00.

2.3 Contractor shall not, directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Eversource

2.4 All records pertaining to the Personal Information, whether developed by the Eversource or others, are and shall remain the property of Eversource;

2.5 Contractor shall adopt, implement, and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Eversource and in compliance with all applicable statutory and regulatory requirements. Contractor shall have in place a written information security program ("WISP") consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs") to govern the protection of all Personal Information. Contractor maintains on behalf of Eversource, and Contractor agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of the Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for Eversource's review, at Eversource's request, (a) Contractor's WISP and (b) other applicable security program documents, including its incident response policies, encryption standards, and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Contractor shall provide Eversource with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy, or program.

2.6 Contractor shall notify Eversource immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Contractor shall promptly and in writing provide Eversource with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Eversource, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated. Contractor's failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.

2.7 Contractor shall notify Eversource immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information and shall work with Eversource to mitigate such risk.

2.8 Contractor shall, from time to time during the term of the Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit Eversource or its representatives to perform audits of Contractor's facilities, equipment, books, records (electronic or otherwise), operational systems, and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all

applicable regulations and laws, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

2.9 Contractor shall have a process for managing both minor and major security incidents.

Contractor shall report security incidents to the Eversource. Contractor shall cooperate with and follow the instructions of Eversource in responding to any such incident related to Personal Information that was provided to Contractor by Eversource, or by Eversource employees, agents, or customers, hereunder. Contractor incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Eversource data and services, physical security breaches into facilities directly responsible for

supporting Eversource data and services, and other directed attacks on systems directly responsible for supporting Eversource data and services.

2.10 Contractor understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Eversource would suffer irreparable harm, for which damages would not be an adequate remedy, if Eversource's Personal Information were improperly disclosed. Contractor therefore agrees that Eversource shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.

2.11 Contractor further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless Eversource and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Contractor or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Contractor's negligence, except to the extent caused by the sole negligence of Eversource. Further, Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Agreement and such insurance coverage shall apply to all services provided by Contractor or its agents or subcontractors. Contractor shall indemnify, hold harmless, and defend Eversource, its employees, agents, Representatives and subcontractors from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Contractor, its employees, agents, representatives or subcontractors, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

2.12 In the event that the Contractor fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Eversource shall be entitled to all legal and equitable

remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.0 DATA SCRUBBING VERIFICATION

3.1 Upon termination of the Agreement, Contractor shall return to Eversource all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Eversource's procurement agent. Upon termination of the Agreement, the Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Eversource's procurement agent, and providing Eversource with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds

Eversource's data handling standards and industry best practices for the disposal/destruction of sensitive data.

4.0 MISCELLANEOUS

4.1 The terms of this Addendum shall survive the termination of the Agreement.

Contents

Instructions	2
Definitions	2
Priority of Documents	4
Pilot/Services Acceptance Period	4
Services Performance	4
Services Usage.....	5
Backup	5
Disaster Recovery	5
Assignment and Subcontracting.....	5
Infringement Indemnity	6
Compliance with Applicable Laws and ADA Standards, Export Control Laws And Economic Sanctions Programs	7
Notice of Hosting Arrangement	7
Insurance	7
Advertising	8
Services Renewal.....	8
Data Availability and Representation	8
Company Data Ownership, Storage, Retention and Return	8
Company Data Protection and Security.....	10
Services Availability.....	15
Continued Enhancements	16
Incident Problem Resolution.....	17
Service Level Credits.....	18
Service Level Default	19
Reporting and Credit Application	19
Notices, Dispute Resolution, Choice of Law.....	20

EVERSOURCE

Hosted Services Requirements

Instructions	
To be filled out by Company IT Department	Any section highlighted in Light Blue must be reviewed and approved, revised or filled out before being sent to Contractor.

Definitions	
All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.	
AGREEMENT	The collective term used to describe all documents comprising each agreement between the parties for the Services, including the Order, terms and conditions, exhibits and attachments, statements of work, specifications, Services Documentation, the Eversource Hosted Services Requirements and any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Company to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties.
BREACH EVENT	A known or suspected security breach of Contractor's Services and or information technology systems involving Company Data, any unauthorized access, acquisition, misuse or loss of Company Data under the control of Contractor or exploited vulnerabilities impacting Company Data under the control of Contractor.
BUSINESS DAYS	Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Company.
COMPANY	"Company" shall mean Eversource Energy Service Company for itself and as agent for its affiliates, dba Eversource Energy.
COMPANY DATA	Company Data means the electronic data or information submitted by Company or Authorized Parties to the Service for storage.
CONFIDENTIAL INFORMATION	Confidential and/or proprietary information of a party to the Agreement. Company's Confidential information includes Company Data and written, oral, or electronic information and Information containing personal financial information, employee or customer personally identifiable information, protected health information, proprietary information or any other information that Company designates as confidential and desires to protect against unrestricted disclosure or competitive use, including business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Company does business, information considered by Company to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency.
CONTRACTOR	The entity issued an Order by Company
CONTRACTOR RESOURCES	Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Contractor or any Subcontractor.
ESCROW AGREEMENT	The escrow agreement in place between Contractor and a third party escrow agent that shall be shall maintained by Contractor throughout the Term of the Agreement, that includes on deposit the most current version of the following items, (collectively, the "Escrow Materials"): <ul style="list-style-type: none"> (i) All source code to the Services applications; (ii) All related documentation; (iii) All 3rd party software necessary to develop, modify, compile, and operate



Hosted Services Requirements

	<p>the Services platform;</p> <p>(iv) All metadata necessary to operate the platform; and</p> <p>(v) All installation, migration, and upgrade software scripts, code, and tools.</p>
INFORMATION	All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written Services developed or capable of being developed during the course of the Agreement
ORDER	The document issued by Company for specific Services.
SERVICES	Those services furnished by or on behalf of Contractor under the Agreement, as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.
SITE	The location at which the Services are to be performed. The Site can include Company's property, Company rights of way, or other property not owned by Company where Services is to be performed.
SPECIFICATIONS	The Services requirements, specifications or technical specifications, which may include instructions, scope or statement of Services, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Services and performance of Services, as provided, supplemented or revised from time to time by Company.
SUBCONTRACTOR	Any subcontractor or supplier who furnishes any portion of the Services hosting facilities and/or Services to Contractor to meet Contractor's obligations to perform Services under the Agreement.
INFRASTRUCTURE	Infrastructure shall mean the equipment comprising and/or used to support Contractor's information technology system operations, including but not limited to, storage, hardware, servers, and networking components.
RECORDS RETENTION SCHEDULE	Records Retention Schedule means the Company's retention schedule for Company Data.
RELEASE EVENT	Any of the following conditions constitute a "Release Event": (i) Contractor has defaulted in performance or otherwise has failed to perform its obligations under (i) the Agreement and such default or failure to perform has continued for a period of thirty (30) days following written notice thereof to Contractor from Company; (ii) Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (iii) A trustee or receiver of Contractor or of any substantial part of Contractor's assets has been appointed by any court; (iv) An involuntary proceeding has been commenced by any party against Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Contractor has been decreed or adjudged a debtor; (v) A voluntary petition has been filed by Contractor under any of the chapters of Title 11 of the United States Code; or (vi) Contractor has or announces it will discontinue support, upgrades, or enhancements of any of the Services.

Priority of Documents	
Order of Priority	In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Company: (1) Company's Order; (2) these Hosted Services Requirements; (3) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Company to the contrary, the more/most stringent requirements of the Agreement documents shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.
Pilot/Services Acceptance Period	
Pilot Services Acceptance Period.	Use of Services shall not constitute acceptance until Company has accepted the Services or portion thereof in accordance with acceptance criteria agreed to by the Company. Following demonstration of the satisfactory completion of Services testing by the Contractor, upon delivery of the Services, Company will have 30 days to review and evaluate the Services to assess whether such Services meet its requirements and specifications as well as industry standards for professional and technical quality (the "Acceptance Period"). If Company rejects the Services during the Acceptance Period, Company may, in its sole discretion and with a reservation of its rights under the Agreement, elect to: (1) extend the time for Contractor to modify the Services for acceptance testing; (2) revise its specifications and negotiate an appropriate reduction in the fees to reflect the revised specifications; or (3) terminate the Agreement and to the extent applicable, receive a refund of any payments made to Contractor.
Services Performance	
Services Performance Warranties	<p>Functionality – The Services shall function in accordance with the Agreement and, in addition to any other rights and remedies available to Company set forth in the Agreement, Contractor shall provide Company with specified credits set forth below for Contractor's failure to satisfy the Service Levels set forth in the Agreement.</p> <p>Performance Warranty for Services. The following performance warranties shall apply to the Services under this Agreement.</p> <p>a) Contractor warrants that the Services will conform with the Agreement documentation and standards accepted by Company. Company will provide notice of any non-conformity. Contractor may modify the Services and Services Documentation, provided in no event will the functionality of the Services as set forth in the Agreement be decreased or impaired during the Term. In the event of any breach of the foregoing warranty, Contractor (i) shall fix, provide a work around, or otherwise repair or replace the Service or, (ii) if Contractor is unable to fix, provide a work around, or otherwise repair or replace the Service, Company shall have the right terminate the applicable Services, and in such event Contractor shall refund any fees paid by Company for the development or implementation of the terminated Services plus the fees associated with the period commencing from Company's notice of nonconformity through the remainder of the Term or extension Term, as applicable.</p> <p>b) Contractor warrants that:</p> <ol style="list-style-type: none"> the Services will meet, at a minimum, the service level requirements set forth in the Agreement and in the event of a breach of the foregoing warranty, Contractor will provide the applicable remedy/credit set forth in the Agreement. it will provide services (including, without limitation, support services) in a professional and workmanlike manner consistent with good industry standards and practices and in accordance the Agreement. all software used in the performance of the services is free of vulnerabilities at the



Hosted Services Requirements

	<p>time of deployment into production that could result in unauthorized access to or a compromise of Company's data. Contractor will provide applicable remediation to prevent exploitation of all critical vulnerabilities</p> <p>For any breach of the foregoing warranty, Contractor will promptly provide a work around, or correct the nonconformity, or otherwise promptly re-perform the services.</p> <p>d) In no event shall the products or functionality for the Services described in the Documentation be diminished by any updates or modifications thereto and in the event that the products or functionality described are repackaged, renamed or re-bundled, and are substantially similar, then for the duration of the Agreement, Company shall be entitled to the similar functionality as part of the Services at no additional charge.</p>
Services Usage	
Affiliate Rights	All affiliates of the Company shall have the right to use the Services without additional cost or restriction.
Backup	
Backup Procedure	Contractor shall perform daily backups of all Company Data. Where required by the Company, these backups must be encrypted and Contractor confirms that capabilities exist to encrypt the backups as part of the contracted services.
Disaster Recovery	
Disaster Recovery and Business Continuity Plan	<p>Contractor shall have a business continuity plan and supporting infrastructure and services for the protection of the Company Data and continuity of Services without interruption during catastrophic or other disruptive events. Contractor shall periodically test these plans to ensure their effectiveness, and shall provide Company with documentation confirming such testing and satisfactory performance as requested by Company. Such plan shall include disaster recovery, business continuity and redundancy of systems and the capacity for activation of services at a remote location while restoration of systems is undertaken.</p> <p>Contractor shall provide expected times to restore service to the Company based on execution of the Disaster Recovery and Business Continuity plans.</p>
Assignment and Subcontracting	
Assignment and Subcontracting	<p>Contractor will not assign the Agreement or subcontract any part of the Services to be performed or provided thereunder without the advance written approval of Company and, notwithstanding any such subcontract approved by Company, Contractor shall remain liable for the acts and omission of any subcontractor. Contractor will also disclose any third parties used or planned to be used in the performance of the services.</p> <p>Hosting Services Changes. Contractor agrees that any hosting arrangement may only be suspended, terminated or assigned with Company's written consent, and further agrees to promptly notify Company in the event Contractor receives any notice of suspension or termination of the hosting service. Contractor further agrees (i) that in the event of a Release Event or suspension or termination or unauthorized assignment of the hosting service, Contractor consents to the automatic assignment of the hosting environment supporting Company's use of the Services from Contractor to Company, and (ii) in the event Contractor fails to make the Services available to Company in breach of the Agreement (which breach has not been cured as provided under the Agreement), then Contractor shall assign the hosting environment supporting Company's use of the Services from Contractor to Company and Company shall have the right to continue to have the Services hosted at no additional cost for remainder of any annual term pre-paid by Contractor or to host such Services with a third –party service provider.</p> <p>In addition to the foregoing, Contractor shall upon the Company's request facilitate the negotiation and execution of a three party agreement by and among Contractor, Company and a third party service provider acceptable to Company ("Three-Party</p>

	Agreement") in a form acceptable to Company. The Three-Party Agreement shall provide capabilities and services including without limitation the hosting of a fully operational copy of the Services application and Company Data for Company's benefit, thereby providing Company access to the Services in operational form.
Infringement Indemnity	
Infringement Indemnity	<p>Contractor will (i) defend Company against any claim, suit or proceeding by a third party that any of the Services provided to Company pursuant to this Agreement (the "Indemnified Product(s)") infringes any valid patent, copyright or other third party intellectual property right, or misappropriates any valid trade secret enforceable under the laws of the United States or a jurisdiction thereof, or improperly licensed 3rd party software used in the performance of the services, and (ii) indemnify and hold Company harmless from and against any and all liabilities, damages, costs, fines, penalties, and attorney fees related to such claim, suit or proceeding (or agreed to under any final settlement of such claim).</p> <p>Company will promptly notify Contractor in writing of the third-party claim, suit or proceeding (in any event, within thirty (30) days after Company becomes aware of such claim). If Contractor has acknowledged, by notice given to the affected Indemnified Person(s) within a reasonable period after receiving the notice from such Indemnified Person(s) (but no more than five (5) Business Days after receipt of such notice), its indemnification obligation with respect to an infringement claim, Contractor, in giving such notice to such Indemnified Person(s), may assume, at its sole cost and expense, the defense of such claim. Counsel selected for such defense shall be reasonably acceptable to such Indemnified Person(s), and such Indemnified Person(s) shall be entitled to participate in (but not control) such defense through its/their own counsel and at its/their own expense; provided that if the counsel selected by Contractor advises that, due to actual or potential conflicts, separate counsel should represent such Indemnified Person, the expense of such separate counsel shall be an indemnified expense in accordance with the terms hereof, the full cost of which shall be borne by Contractor. Such Indemnified Person(s) shall reasonably cooperate with Contractor in connection with the defense of such claim. Notwithstanding anything to the contrary in the applicable Contract Documents, each Indemnified Person shall have the right to retain separate counsel to represent such Indemnified Person, at the sole cost and expense of such Indemnified Person unless such cost and expense are subsequently determined to be an indemnified expense.</p> <p>If Contractor does not acknowledge its indemnification obligation for a particular claim, or does not timely assume the defense thereof, such Indemnified Person may defend such claim in such manner as it may deem appropriate. Contractor shall bear all of the costs and expenses including attorneys' fees incurred by each Indemnified Person in connection with such defense. Contractor shall be entitled to participate (but not control) such defense through its own counsel and at its own expense. Contractor shall reasonably cooperate with each Indemnified Person in connection with the defense of such claim.</p> <p>In the event of a claim relating to the Indemnified Products, Contractor will, at its sole option and expense: (a) procure for Company the right to use the Indemnified Products under the terms of this Agreement; (b) replace or modify the Indemnified Products to be (or to make it more likely to be) non-infringing; or (c) if the foregoing options are not reasonably practicable, then Contractor may terminate Company's rights to use the Indemnified Products and refund all amounts paid by Company to Contractor attributable to Company's future usage or access to the Indemnified Products and assist Company in retrieving all Company Data.</p>



Hosted Services Requirements

	Contractor shall have no liability for intellectual property infringement, and the aforementioned Contractor obligations shall not apply to any claim based on or relating to (1) infringement caused by the use of the Indemnified Products in combination with any other product, service or device, if such infringement claim would have been avoided by the use of the Indemnified Products without such other product, service or device; and (2) use of an Indemnified Products other than as expressly authorized pursuant to the Agreement.
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Compliance with Applicable Laws and ADA Standards, Export Control Laws And Economic Sanctions Programs

Compliance	<p>Contractor shall comply with all international, federal, state and local laws and regulations applicable to Contractor in the provision of the Services and applicable to the Company Data that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to or is under Contractor's control. Contractor shall be responsible for compliance with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of Services.</p> <p>To the extent applicable, for any services performed by Contractor involving the creation of content or web development that impacts or interfaces with the Eversource.com website or any other websites of Company that are visible to customers, Contractor shall ensure that such deliverables or services comply with the general accessibility mandate of the Americans with Disabilities Act (ADA) and associated standards and guidelines, including without limitation, Section 508 standards and Level A and Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) published by the World Wide Web Consortium.</p>
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Notice of Hosting Arrangement

Multi-Tenancy Model	Contractor shall provide, as part of the implementation plan, technical description of any shared components, or infrastructure used by Company and other customers, to be referred to as "multi-tenancy" – which includes, but is not limited to shared application servers, shared databases, or virtual systems under a common hypervisor. Infrastructure or systems that are dedicated exclusively for Company use, should be defined as such.
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Insurance

Insurance	<p>Contractor Insurance: Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by the Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in the Agreement with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under the Agreement:</p> <p>i. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Cyber Insurance with a combined single limit of not less than Ten Million Dollars (\$10,000,000). Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under the Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to Breach Events, network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy,</p>
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Hosted Services Requirements

	<p>damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.</p> <p>ii. The Professional Liability and Cyber Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain coverage for two (2) years after termination of the Agreement.</p> <p>iii. Contractor shall ensure that (i) the insurance policy listed above contain a waiver of subrogation against Company and its affiliates, (ii) the Professional Liability policy names Company and its affiliates and assignees as additional insureds, and (iii) all policies contain a provision requiring at least thirty (30) days' prior written notice to Company of any cancellation, modification or non-renewal. Within seven (7) days following the Effective Date, and upon the renewal date of each policy, Contractor will furnish to Company certificates of insurance and such other documentation relating to such policies as Company may reasonably request. In the event that Company reasonably determines the coverage obtained by Contractor to be less than that required to meet Contractor's obligations created by the Agreement, then Contractor agrees that it shall promptly acquire such coverage and notify Company in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.</p>
Advertising	
Advertising	Unless authorized in writing by Company or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the Company or the relationship between the parties or that Services are being furnished to Company.
Services Renewal	
Renewal Right and Services Fee Cap	Company shall have the right to renew the Services for additional one year terms upon written notice to Contractor prior to the expiration of the then current Term. For any renewal term, the fees for Services shall not exceed the previous year's charges by an amount that is the lesser of (a) 3%, or (b) the change in the Consumer Price Index for All Urban Consumers (CPI-U) in the Northeast Region.
Environment	Contractor shall provide a minimum of three (3) additional non-production environments (e.g. Test, User Acceptance Testing, or Training).

Data Availability and Representation	
Data Availability	Once Company Data has been uploaded, Contractor shall have Services and Company Data available in a timely fashion and in accordance with the project schedule agreed upon by the parties and Contractor shall provide Company with reports demonstrating such availability upon Company request.
Data Representation	Contractor will provide Company with data relationships, data models, and data definitions within five (5) business days of Company's request. Contractor agrees to inform Company of any data representation changes thirty (30) days before they are implemented into the production release to allow for integration testing.

Company Data Ownership, Storage, Retention and Return	
Company Data Ownership	All Company Data shall be the property of Company and Contractor shall have no right, title and interest to Company Data.



Hosted Services Requirements

Company Data Storage	Contractor agrees to access, store and process Company Data only within the United States, unless Company contractually agrees otherwise. In no event will Company Data be co-mingled with the data of Contractor's other customers or clients, nor will the data be stored in a location or manner that allows individuals access to the data who are not acting in support of the contracted services.
Retention Policies	The Contractor agrees to comply with and ensure that its employees, agents and contractors comply with the Company's retention, policies and periods., when Contractor is using, accessing, creating, storing, transmitting or otherwise has care, custody and control of Company Data. Contractor shall inform Company of its data search, retention and destruction practices, and, if necessary, shall provide the data search, retention and destruction capabilities required by Company, efficiently effectuate litigation holds, and locate, collect and preserve relevant data, including metadata. Subject to the section regarding the Termination and Transition of Data, Contractor shall not destroy any Company Data absent express written authorization from Company. Contractor shall also build in processes and controls that allow for the efficient authentication of data (e.g. accurate time-stamping; metadata; chain-of-custody indicators, etc.).
Electronic Discovery Assistance	Contractor agrees to make their best efforts to respond in a timely fashion and within five (5) days to Company's request to find, access, preserve and/or produce any and all Information that may be needed by Company in the context of lawsuits, audits, arbitrations, investigations and/or other formal proceedings. Contractor understands that responding in a timely manner is of extreme importance. If Contractor is contacted regarding the service of any subpoena or other legal process, including a request for discovery, Contractor agrees to provide Company and Company's Deputy General Counsel and Chief Compliance Officer, Duncan MacKay (duncan.mackay@eversource.com) with notice (within one (1) business day) of such request and shall assist and cooperate with Company in responding to such legal process.
Return of Company Data upon Termination	Upon request by Company made within six (6) months after any expiration or termination of the Agreement, Contractor will make Company Data available to Company through the Services for a period of up to six (6) months after such request is received by Contractor and upon Company's request, Contractor shall provide Company for download a file of all Company Data in the current format in which it is stored in the Services, and in a standardized CSV file format. As requested by Company, all data will be in either an encrypted or an unencrypted ANSI compliant readable format or such other format mutually agreed upon by the parties. One file per database table will be provided along with a data dictionary, which will include all field level descriptions, metadata descriptions, and table descriptions. All field level relationships, indexes and types will be described in a SQL format. All non-database content will be made available, along with its relational information to any database records. After such six month period and upon the provision of a complete Company Data file as required to Company, Contractor will have no obligation to maintain or provide any Company Data and shall thereafter, unless legally prohibited, destroy all Company Data in accordance with industry standards and in a manner preventing forensic restoration, for data destruction and provide Company with written certification as to such destruction provided however, to the extent that Contractor maintains any Company Data after the termination of the Agreement or applicable Services due to legally mandated requirements, Contractor shall continue to be bound by all confidentiality and compliance with laws obligations of the Agreement which shall survive any termination of the Agreement. Additionally, during the Term of the Agreement, Company can export, backup, delete or extract Company Data at any time.

Company Data Protection and Security	
Due Diligence Questionnaire and Cyber-security Standards	<p>Contractor shall complete and submit to Company for review and approval the Due Diligence Questionnaire (DDQ) and shall comply with the representations and statements made therein for the term of the Agreement. Responses to the DDQ must include areas where a 3rd party to the Contractor is providing a portion of the services, e.g. infrastructure as a service or a company providing data center facilities. Upon Company's request, Contractor shall complete updated DDQs from time to time for continuing services.</p> <p>Contractor must notify the Company of any changes to Contractor's 3rd parties who were included in the DDQ and if requested by Company, update Contractor's responses to the DDQ so that the Company will have an opportunity to review an updated DDQ for the new service provider. The Company retains the right to terminate the agreement in accordance with the Termination section, if the new service provider is found to have insufficient controls (and is unwilling to correct the deficiencies) in place to adequately protect the Company's data.</p> <p>In addition, Contractor agrees to provide periodic affirmations that the Contractor's responses in the DDQ have not changed and that the Contractor's control environment is consistent to that represented in the DDQ, and will make these affirmations upon Company's written request. In lieu of the affirmation, Company may request vendor to provide the most current (If available) versions of the following:</p> <ul style="list-style-type: none"> • SSAE 16 Audit Report • SOC 2 or SOC 3 Audit Reports • Independent ISO 27001 certification • Independent IEC 62351 security certification • Updated Due Diligence Questionnaire <p>Contractor acknowledges that the representations and statements made in the Due Diligence Questionnaire and supporting documents to the DDQ will be consistent with the cyber security controls, policies, procedures and practices Contractor uses when performing services for Company.</p>
Background Checks	<p>1. Contractor represents and warrants that all Contractor personnel assigned to perform Services for Company having access to Company's Confidential Information or systems or applications containing Company Data must have:</p> <ul style="list-style-type: none"> (i) their identity affirmatively confirmed using such checks and verifications as are necessary; (ii) been subjected to a rigorous background check by Contractor, including but not limited to verification of employment (the "Background Check"); and (iii) a 5 panel drug screening. <p>2. Contractor shall ensure the Background Check of each Contractor personnel shall include, without limitation:</p> <ul style="list-style-type: none"> (i) Proof of identity validation; which must include a document with a photograph (ii) court records searches of a Contractor personnel's criminal convictions in all jurisdictions where such Contractor personnel has lived and worked during the most recent ten (10) years; (iii) if applicable or available, a trace using Contractor's personnel's Social Security Number (SSN) or other substantially equivalent unique identifier assigned by governmental authorities; (iv) verification of Contractor personnel's educational, employment, and living (i.e., home addresses) history over the most recent seven (7) years;

	<p>(v) verification of any criminal convictions in all jurisdictions where such Contractor personnel has lived and worked during the most recent seven (7) years, including but not limited to verification for offenses that involve the taking of a false oath, the making of a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion or misappropriation of funds, or securities or a conspiracy to commit any of these offenses or substantially equivalent activity in a domestic, military, or foreign court; and any additional information Customer may from time-to-time request to be included</p> <p>(vi) verification of authorization to work in country from an official government agency, such as the Department of Homeland Security's E-Verify process;</p> <p>(vii) Export Regulation Controls Review, including employees from Embargoed Countries, and Government Terrorist Lists Check</p> <p>(viii) verification that each of Contractor personnel required to operate a motor vehicle is legally licensed and holds a valid driver's license appropriate to the vehicle to be operated, including a commercial driver's license search; and</p> <p>(ix) any additional information Company may from time-to-time request to be included.</p> <p>3. Contractor represents and warrants that none of Contractor personnel assigned to perform Services have been convicted of, or have agreed to enter into a pretrial diversion or similar program in connection with the prosecution of, a criminal offense involving theft, dishonesty, breach of trust, money laundering, the illegal manufacture, sale, distribution of or trafficking in controlled substances, a felony, or substantially equivalent activity in a domestic, military or foreign court. Examples of such criminal offenses include, but are not limited to, the taking of a false oath, the making of a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion or misappropriation of funds, or securities or a conspiracy to commit any of these offenses.</p> <p>4. Contractor represents that it will comply with all applicable laws and regulations in conducting and maintaining Background Checks.</p>
Identity Management/ Authentication	Contractor shall submit, in collaboration with Eversource IT Enterprise Architecture, a plan to provide provision for Single Sign On (SSO), using mutually agreed upon authentication standards (i.e., SAML 2.0). In no cases will the Contractor's solution be implemented with a separate user ID repository used for authentication, without prior written approval from the Eversource Enterprise Architecture Review Board (EARB).
Company Data Protection and Security	<p>Contractor shall, in accordance with industry standards such as ISO 27001, ensure the confidentiality, integrity and availability of the Company Data under its control. Contractor complies with and has measures in place that satisfy the following minimum security requirements:</p> <p>a. Contractor has a written confidential information security program and a published set of comprehensive security policies that stipulate technical controls, user responsibilities, meet all business and Contractor's legal and regulatory requirements applicable to Contractor for protecting the Contractor's information technology systems and networks and Company Data that ensures the confidentiality, integrity and availability of the Company Data accessed or stored by Contractor;</p>

	<p>b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;</p> <p>c. the Contractor's information technology level of protection has been defined using a risk assessment process;</p> <p>d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;</p> <p>e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;</p> <p>f. attempted unauthorized activity is monitored by Contractor 7x24 for identified critical cyber assets (i.e., the Internet gateway, dial-in, or a high risk application) and Contractor has associated incident handling procedures in place to ensure timely and appropriate response in compliance with all laws applicable to Contractor as a provider of the services to be rendered by Contractor pertaining to Company Data;</p> <p>g. Contractor has change control processes and associated security in place to ensure that only authorized hardware and software is installed on the Contractor's network;</p> <p>h. Contractor has security services such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and internal vulnerability scanning of critical cyber assets and applications used in the performance of the services, in place and up to date, and Contractor shall keep such security services current and up to date (implementing the latest versions, patches, new virus definitions, etc, in accordance with its internal testing and implementation plan), and periodically test these services to ensure effective on-going operation;</p> <p>i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;</p> <p>j. any information technology used by Contractor to access or store Company Data shall be encrypted. These technologies include but are not limited to servers, storage devices, personal computers, and mobile devices (tablets, smartphones).</p> <p>k. all records and files containing Company Data that will travel across public networks or will be transmitted wirelessly, shall be encrypted.</p> <p>m. Contractor shall apply the same level security controls and configuration to the test or support environment, as provided to production and will "sanitize" Company Data that is copied to these environments so unneeded data fields are not brought into test systems.</p> <p>n. Contractor shall ensure that all application development practices used as part of the System Development Life Cycle (SDLC) and used in support of the contracted services will include secured coding practices. Contractor will incorporate practices to prevent coding errors identified by industry standards such as the SANS top 25 Coding</p>
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EVERSOURCE
Hosted Services Requirements

	<p>Errors.</p> <p>o. Contractor shall ensure a vulnerability management program is in place to not less than quarterly, scan the infrastructure supporting application providing the contracted services. Contractor will also scan the application at least annually and all changes prior to deployment to production. Contractor will remediate all vulnerabilities that could lead to a direct compromise of the system and the Company's data within 30 days.</p> <p>p. Contractor shall establish and apply rules for the development of both software and systems to ensure that information security is designed and implemented within the development lifecycle of information systems in accordance with industry best practices (e.g. OWASP.org and SANS.Org),</p> <p>q. Contractor shall establish and appropriately protect secure development environments for system development and integration efforts that cover the entire system development lifecycle for the duration of this contract/SOW. This includes segregation of development activities, protection of subversion system to maintain source code integrity, and access/authorization control.</p> <p>r. Contractor shall supervise and monitor the activity of any outsourced system development.</p> <p>s. Information involved in application services passing over public networks shall be protected from fraudulent activity, contract dispute and unauthorized disclosure and modification and information involved in application service shall be protected to prevent incomplete transmission, mis-routing, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay; therefore, Contractor shall develop a Secure Systems & Applications Development Lifecycle Plan incorporating these requirements as applicable.</p> <p>t. Requirements for the technical review of applications and/or services during and after development efforts shall be identified and executed to ensure applications and services have no adverse impact on organizational operations or security; therefore, testing requirements of security functionality shall be identified in partnership with Eversource Energy and carried out by Contractor.</p> <p>u. Changes to systems within the development lifecycle shall be controlled by the use of formal change control procedures between Eversource Energy and Contractor.</p> <p>v. Contractor shall ensure the protection of data used for testing. Test data shall be selected carefully, protected and controlled.</p> <p>w. Contractor shall provide adequate security resources to carry out workshops to help define specific security requirements derived from design and development sessions.</p>
Security Reporting	<p>During each calendar year for the term of the Agreement, as it may be extended, Contractor will provide, at Contractor's cost, reports with a joint opinion under both the SSAE 16 standards for Contractor locations (i.e., service centers from which services are provided to Company). The scope of these reports shall address the controls specific to the Services being provided to Company and may be the common controls that support Company as well as multiple clients, including Company, served from Contractor locations. The control objectives shall be at a minimum, based upon guidance from the Information Technology Governance Institute. Company and its</p>

	<p>external auditor will be provided copies of relevant reports upon issuance (not later than thirty days thereafter). Contractor will provide Company a representation letter (otherwise referred to as a “bridge letter”) in relation to the time period which is not covered by the reports. For the avoidance of doubt, no Company Data or information that could potentially identify Company as a customer of Contractor will be disclosed in the reports. Contractor will comply with future guidance relating to SSAE 16 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Company Accounting Oversight Board.</p>
Company Data / Security Breaches	<p>Contractor shall, in accordance with industry standards such as ISO 27001, ensure the confidentiality, integrity and availability of the Company Data under its control.</p> <p>Prior to execution of the contract, Contractor agrees to identify a point of contact and contact information, to whom an Eversource Cybersecurity person can contact directly regarding related questions, events, or notifications.</p> <p>Upon the occurrence of a Breach Event, Contractor will promptly notify via e-mail and telephone and within the same day of discovery the following contacts:</p> <ul style="list-style-type: none"> • Contractor should IMMEDIATELY CALL, regardless of the day or time the ITS Support Center at (860) 665-4000 (24x7) AND email sharcis@eversource.com with Breach Event details; and • Company’s Deputy General Counsel and Chief Compliance Officer: Duncan MacKay (duncan.mackay@eversource.com); and • Company: Any other contacts set forth in the notice provisions of the Agreement. <p>Contractor shall investigate, contain and mitigate the impact of the Breach Event on Company and coordinate, cooperate, and communicate with Company regularly regarding Contractor’s activities, and Contractor shall provide Company with a copy of the incident forensics report upon completion. Company shall have the right to conduct its own forensic assessment and investigation of the Breach Event. Each party will reasonably assist the other party in remediating or mitigating any potential damage.</p> <p>Upon Company’s written request, Contractor shall provide all legally required notices regarding the Breach Event, provided that the content of all notices to Company’s impacted persons shall be subject to Company’s review and prior approval. Any notices to impacted persons mandated by law relating to a Breach Event involving personally identifiable information shall also include an offer for credit monitoring and identity theft restoration services from a provider approved by Company for any period mandated by law but not to exceed twenty-four (24) months. Company may, at its option, elect to undertake the notifications to impacted persons, subject to the terms set forth below. Contractor shall be responsible for the costs and damages for the following categories, or for the indemnification of Company for any such costs or damages incurred by Company for such categories, as a result of Breach Event:</p> <ol style="list-style-type: none"> i. the cost of providing required notice of the Breach Event to impacted persons; ii. the cost of providing required notice to government agencies, credit bureaus, and/or other required entities; iii. the cost of providing individuals affected by the Breach Event and receiving required notices, with credit monitoring and identity theft restoration services designed to protect potential fraud associated with identity theft crimes for a minimum period that is the greater of (a) twenty-four (24) months or (b) period mandated by law;



Hosted Services Requirements

	<ul style="list-style-type: none">iv. call center support for person impacted by the Breach Event for a specific period not to exceed one-hundred eighty (180) days;v. costs associated with Company's internal investigation and remediation of the Breach Event;vi. fees associated with computer forensics work required for Breach Event investigations; andvii. fines or penalties assessed by governments or regulators for Contractor's failure comply with its defined protection and/or security obligations and directly attributable to the Breach Event. <p>In addition, Contractor shall defend, indemnify and hold Company harmless from all claims, costs and liabilities arising from or related to any Breach Event.</p>
Audit Rights	<p>Company reserves the right to independently audit the cyber security controls of Contractor, at any time. Company may also request updated information Audit documents – such as SSAE-16 reports, or systems and network scans or penetration tests, or PCI-DSS Attestation of Compliance (AOC) within the Agreement period.</p> <p>Upon the occurrence of a Breach Event, Contractor shall provide access for an onsite audit and inspection of its applicable facility or facilities and Contractor's information systems involved in the Breach Event. For purposes of the Breach Event audit, Company and Contractor will meet in good faith to agree upon the auditor. For purposes of the Breach Event audit, Company and the auditor will not be entitled to audit (i) data or information or shared infrastructure of other customers or clients of Contractor; (ii) any cost information; (iii) contract management reports; or (iv) any other Proprietary Information of Contractor that is not directly relevant for the authorized purposes of the audit. Contractor shall develop an action plan acceptable to Company to correct the causes of the Breach Event and all material vulnerability or vulnerabilities discovered during the audit or inspection. Promptly after Company approves the action plan Contractor shall correct each such Breach Event cause or vulnerability at its sole cost and expense. Notwithstanding the foregoing, in the event the Breach Event occurs on Contractor Infrastructure that is shared between Company and any other Contractor client, then Company shall not have the right to approve the action plan; provided however that Contractor notifies Company of the action plan and gives Company the opportunity to review the action plan before its implementation and in the event Company is dissatisfied with the plan, Company may terminate the Agreement and be refunded any prepaid fees for the duration of the Agreement after the effective termination date. Contractor shall confirm in writing to Company that it has corrected all such Breach Event causes and vulnerabilities. Contractor shall bear (and if applicable, shall reimburse Company for) all reasonable costs and expenses of an audit or inspection following a Breach Event.</p>

Services Availability	
Services Availability	Contractor's Services Availability for a given calendar month is 99.9% (~44 minutes per month) excluding Planned Maintenance. In the event Contractor becomes aware of significant availability of functionality issues with Contractor's Services, Contractor should promptly contact Eversource's Data Center Operations at 860-607-6000 to report such issues.

EVERSOURCE
Hosted Services Requirements

Uptime Calculation	<p>The “Monthly Uptime Percentage” for Services is calculated by the following formula:</p> $\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$ <p>Where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month.</p> <p><u>Definitions</u> “User Minutes” means the total number of minutes in a month, less all <i>Planned Maintenance</i> (See Planned Maintenance).</p>
Planned Maintenance	<p>Planned Maintenance such as security patches and upgrades shall not occur during the core production time-frame of [7am-7pm Mon-Fri], unless approved beforehand by the Company.</p> <p>There should be at least 24 hours pre-notice for any planned maintenance.</p>
Company Integration Downtime Procedure	<p>In the event that the Contractor solution is integrated with Company services and/or systems, the Contractor will need to adhere to the following Integration Downtime procedure:</p> <p>Company will inform the Contractor to make the solution/services unavailable by [Provide the notification details here – for example the number of hours pre-notice and/or if emergency shut off desired, who you will call, etc]</p> <p>Contractor will make the solution/service unavailable upon Company request and in accordance with requested time periods, and provide appropriate notifications, including web page displays for the period that the system is not available with the content requested by Company.</p> <p>Company will inform the Contractor in writing of the time period that Company is ready for Contractor to re-enable the solution/services</p> <p>Company initiated downtime will not be counted against the Contractor in the Uptime Calculation.</p>

Continued Enhancements	
Continued Enhancements	<p>Contractor will seek inputs from Company periodically as part of its client outreach, to upgrade systems and application technology consistent with its regular business practices in order to provide efficient servicing to its customers.</p> <p>Contractor will hold periodic meetings, in person or virtual, and invite Company and other customers for stakeholders to review and provide inputs and suggestions on the product roadmap, product enhancements and release schedules with respect to the licensed application. Contractor shall provide Company, in advance, with information regarding all application product updates and upgrades for review and discussion. Contractor will work with Company collaboratively to scope and prioritize future business critical application development and enhancement work and develop application enhancements to support Company business or any regulatory requirements.</p>

EVERSOURCE
Hosted Services Requirements

Incident Problem Resolution		
Response & Resolution	Severity	Response Timeframe from receipt of service call
		Resolution Timeframe from receipt of service call
<p>Severity Level 1: “Severity 1” means (i) Company is unable to use the Services, (ii) a confirmed breach of Company Data, (iii) a critical vulnerability that allows for a direct compromise of the system or Company data; (iv) a Severity 2 problem has remained unresolved for 48 hours; or (v) a Severity 3 problem has remained unresolved for 96 hours.</p> <p>“Severity 2” means (i) production is degraded, impeding critical business processing and/or causing disruption to normal production Services flow; (ii) development is down, disrupting critical development; or (iii) a Severity 3 problem has remained unresolved for 48 hours (iv) A suspected breach of Company data.</p> <p>“Severity 3” means non-critical development is down, critical development is degraded, or non-critical production is experiencing problems.</p> <p>“Severity 4” means non-critical development is degraded, or minor production problems and/or questions exist.</p> <p>Contractor warrants that Company's calls for service will be responded to within the time period specified below, and that Contractor will immediately, diligently and continuously work to resolve the problem until the Service is returned to normal operation and the issue is resolved in accordance with the terms and conditions set forth below. Company shall provide the Severity Level of the problem when Company places a service call to Contractor. Company will be notified of status changes and Contractor will escalate the problem to the appropriate Contractor organization to resolve the problem and secure additional support as needed. The escalated problem will have higher priority than ongoing support, development or operations initiatives. Contractor warrants that it will use qualified technical personnel with the appropriate technical experience in the operation of the Services or resolution of the problem. If resolution requires a Contractor bug fix, Contractor will add the bug fix to its development queue for future update and suggest potential workaround until the problem is resolved in a future update.</p> <p>i. <i>Support:</i> Contractor will provide telephone support not less than 24 hours per day, 7 days per week for Severity 1 problems, 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday for Severity 2 problems and, for Severity 3 and Severity 4 problems, 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.</p> <p>ii. <i>Resolution:</i> Problem resolution is defined as a permanent fix.</p> <p>iii. <i>Timeframe for Resolution:</i> Contractor's service technician will respond to service calls as follows:</p>		

Hosted Services Requirements

	Severity 1	30 minutes	4 hours
	Severity 2	2 hours if call is received prior to 12:00 p.m. EST	8 hours
	Severity 3	2 hours if call is received prior to 3:00 p.m. EST	24 hours
	Severity 4	24 hours	72 hours
<p>If Company reaches a recorded message when it makes the service call, Contractor must respond back to Company by personal telephone call within the Response Timeframe to notify Company that Contractor received the service call and Contractor is working on a resolution.</p> <p>Contractor will provide Company with a patch or adequate Services-around to the problem while working on resolution during the initial response to the service call. Such patch or work-around shall render the Services usable until a permanent resolution is provided by Contractor.</p>			

Service Level Credits

Availability	<p>If the Monthly Uptime Percentage falls below 99.9% for any given month, Company will be provided the following Service Credit:</p> <table><tr><th>Monthly Uptime Percentage</th><th>Service Credit</th></tr><tr><td>< 99.9%</td><td>25%</td></tr><tr><td>< 98.0%</td><td>50%</td></tr><tr><td>< 96.5%</td><td>100%</td></tr></table>	Monthly Uptime Percentage	Service Credit	< 99.9%	25%	< 98.0%	50%	< 96.5%	100%
Monthly Uptime Percentage	Service Credit								
< 99.9%	25%								
< 98.0%	50%								
< 96.5%	100%								
Performance	<p>If the Services Processing Time falls below 14400 seconds for any given month, Company will be provided the following Service Credit:</p> <table><tr><th>Services Processing Time</th><th>Service Credit</th></tr><tr><td></td><td>25%</td></tr><tr><td></td><td>50%</td></tr><tr><td></td><td>100%</td></tr></table>	Services Processing Time	Service Credit		25%		50%		100%
Services Processing Time	Service Credit								
	25%								
	50%								
	100%								
Incident Response & Repair	<p>If there are 2 or more failures to achieve Severity 1 or Severity 2 Problem Resolutions in any given month, Company will be provided the following Service Credit:</p> <table><tr><th>Severity 1 or 2 Problem Resolution Deficiencies (Monthly)</th><th>Service Credit</th></tr><tr><td></td><td></td></tr></table>	Severity 1 or 2 Problem Resolution Deficiencies (Monthly)	Service Credit						
Severity 1 or 2 Problem Resolution Deficiencies (Monthly)	Service Credit								



Hosted Services Requirements

		Up to [3]	25%	
		Between [4] and [5]	50%	
		[6] or more	100%	
Transaction Processing Time	Transaction Processing Time. The mean transaction processing time shall not exceed [14400 seconds] and no individual transaction processing time shall exceed [28800 seconds]. For this Service Level, Transaction shall be defined as User is able to complete user validation process.			
		Transaction Processing Time	Service Credit	
		Up to [14400 seconds]	25%	
		Between [14400 seconds] and [28800 seconds]	50%	
		[28800 seconds] or more	100%	
	OTHER SERVICE LEVELS: (to be provided): N/A			

Service Level Default	
Multiple Service Level failures	In the event of a failure to achieve any of the Service Levels for any two continuous months or any three months over a twenty-four (24) month period, such multiple Service Level failures shall constitute a material default of the Agreement and the Company shall have the right to terminate the Agreement for default with a full reservation of claims and rights, and shall receive a refund of all prepaid service fees that are unearned as of the effective termination date.

Reporting and Credit Application	
Functionality and service level reporting	Contractor shall track the Services performance metrics for service levels and functionality set forth in the Agreement and upon Company's request and as otherwise set forth in the Agreement, provide Company with requested reports of Contractor's performance metrics for such service levels and Agreement functionality. In the event that Contractor does not achieve one or more Service Levels, the Contractor shall report such event(s) to the Company and the foregoing applicable Service Level credits shall be provided to Company within 60 days of the applicable period giving rise to the credit. In the event that the service level credit cannot be applied to any fees that are due and payable for the remainder of the Term, Contractor shall issue a payment in the amount of the credit to Company within 60 days of the applicable period giving rise to the credit.



Hosted Services Requirements

Notices, Dispute Resolution, Choice of Law	
Notices	All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed and, unless otherwise indicated in the Contract Documents, with respect to Company, to the individual set forth on the "Direct Inquiries" line on Company's Purchase Order at the address set forth thereon.
Dispute Resolution.	<p>If any dispute between Company and the Contractor arises, as evidenced by written notice from one party to another describing the matter the dispute, and/or Company disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good-faith discussions between the parties by executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Contract, Company shall pay the amount due under the Agreement less the disputed amount, and the parties shall diligently Services to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Company delivers a written statement to the Contractor describing the basis of the dispute and the amount being withheld by Company; and (ii) all other amounts due from Company that are not in dispute have been paid in accordance with the terms of this Contract. All negotiations pursuant to this dispute resolution process shall be confidential and treated as compromise and settlement negotiations. If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals. Any dispute arising out of or relating to this Contract, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), of whom each party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Contract. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Company, Contractor shall continue performance of the Services in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Company from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding. Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Contract, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be</p>



Hosted Services Requirements

	paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the state of Connecticut for enforcement of all arbitration procedures and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.
Choice of Law	The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law.

Instructions

This questionnaire is to be completed by the Eversource Project Team, the 3rd Party Vendor and the Eversource CIS/Security Architecture Team.

- 1

The Eversource Project Team completes the "Project Team Questionnaire" and "Infrastructure Questionnaire" worksheets (blue tabs).
The Project Team may update some of the questions (e.g. if not a hosted solution, change it to appropriate service) to help us put questions and answers into better context.
- 2

The Eversource Project Team forwards this questionnaire to the 3rd Party Vendor. The 3rd Party Vendor completes all "Vendor Response" sections on tabs numbered 0 through 9 (green tabs).
- 3

Once completed, the 3rd Party vendor sends the questionnaire back to the Eversource Project Team.
- 4

The Eversource Project Team forwards the questionnaire to Eversource Energy Enterprise Security Architect CISRAQ Assessor (Paulo H. Silva)
The CISRAQ Assessor engages with the Project Team as needed to clarify vendor responses, gather additional information, and communicate the project's security risks. Once these steps have been completed, the questionnaire is updated and approved with recommendations which will be tracked throughout the lifecycle of the project.
- 5

Vendor Questionnaire Completion	# of Questions	Completion
0 - Vendor Overview	10	0.0%
1 - Information Security Management	22	0.0%
2 - Personnel Security	6	0.0%
3 - Systems Development and Maintenance	6	0.0%
4 - Application Security	18	0.0%
5 - System Security	10	0.0%
6 - Network Security	11	0.0%
7 - Data Security	14	0.0%
8 - Access Control	24	0.0%
9 - Vulnerability Management	11	0.0%
Total	122	0.0%

Information Security Completion	Expectations Met	Follow Up Required	Completion
1 - Information Security Management	0.0%	0	0.0%
2 - Personnel Security	0.0%	0	0.0%
3 - Systems Development and Maintenance	0.0%	0	0.0%
4 - Application Security	0.0%	0	0.0%
5 - System Security	0.0%	0	0.0%
6 - Network Security	0.0%	0	0.0%
7 - Data Security	0.0%	0	0.0%
8 - Access Control	0.0%	0	0.0%
9 - Vulnerability Management	0.0%	0	0.0%
Total	0.0%	0	0.0%

Document Change Log

Project Team Questionnaire

#	Question	Response/Rational
1	Project Name	
2	Estimated Project Implementation Date	
3	Project PM or Point of Contact	
4	Product Center Manager	
5	Vendor Name	
6	Solution Name	
7	Vendor Contact Information (Account Manager Name, Phone, e-mail, address, etc)	
8	How long is this engagement / service contracted for? (applicable for Hosted & Cloud solutions)	
9	Will the hosted solution require user authentication (login)?	
10	Will the hosted solution require different levels of access/authorization for different users?	
11	Will the hosted solution be accessed by external Eversource customers or business partners?	
12	Will the hosted solution be accessed over public networks (e.g. over the Internet)?	
13	How many users will be accessing this hosted solutions (estimate)?	
14	Will the hosted solution be accessed from mobile devices (e.g. smartphone, PDA)?	
15	Will the hosted solution store or process regulatory or company confidential information?	
16	Will the hosted solution transmit regulatory or company confidential information over the internal network?	
17	Will the hosted solution transmit NERC-CIP or company confidential information over public networks (e.g. the Internet)?	
18	Will the hosted solution accept user input via forms or other mechanism?	
19	Will the hosted solution require authentication to other infrastructure platforms or components (e.g. database server)?	
20	Will the hosted solution integrate with other Eversource internal systems? If so, please describe those systems and where they are located.	

Infrastructure Questionnaire

#	Describe the change in Infrastructure	New Solution	Current Solution (if applicable)	Resource Increase or Decrease?
1	Database / Storage			
2	Network Traffic			
3	Servers (i.e. Application, Web)			
4	Projected Monthly Maintenance Cost (including Human Support)			
5	Provide other Infrastructure changes here			

Vendor Overview

The questions in this section are intended to help ensure that the vendor's understanding of the project aligns with Eversource's understanding.

Vendor Response			Notes	Eversource Evaluation
ID	Question	Response/Rational		
VO-01	Will your organization process or store Eversource data?			
VO-02	Will your organization operate or host Eversource applications?			
VO-03	Will your organization operate or host an application for use by Eversource?			
VO-04	Will your organization install or service Eversource applications or systems?			
VO-05	Will your organization have access to Eversource employee or customer PII data?			
VO-06	Will your organization have physical access to secured Eversource computer facilities?			
VO-07	Will your organization have network access to Eversource computer facilities?			
VO-08	Will your organization transmit files to or from Eversource?			
VO-09	Does your organization utilize a third party for infrastructure (or other) hosting related to delivery of your product or service? If so, please identify all relevant third parties and the type of hosting (SaaS, PaaS, IaaS, etc...). If some responses in this questionnaire will be provided by the third party, please include identifying information with those responses.			
VO-10	Eversource requires that its data must be stored and processed only within the United States. If your services do not comply with these requirements, please describe where your company stores and processes Eversource data			

Security Management

Security Management refers to the policies and processes related to the management and governance of the organization's information security program.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
SM-01	Is your organization certified in an industry accepted control standard (e.g. SAS 70, ISO 9000, PCI)? If yes, provide standard(s) and certification date.				
SM-02	Would your organization allow/consider a third-party assessment/attestation of your controls?				
SM-03	Does your organization have processes and procedures for monitoring compliance against your internal security policies and/or external regulatory security requirements (e.g. NERC, SOX, PCI, etc)? Please describe.				
SM-04	Do you have a written Information Security policy, sponsored and approved by senior management, published and available to all employees?				
SM-05	Is your Information Security policy and program modeled after an industry framework (e.g. ISO, COBIT, NIST, etc)? Please describe.				
SM-06	Are your Information Security policies reviewed and updated periodically? If yes, how often?				
SM-07	Does your Information Security policy include a formal process to address changes in privacy laws/regulations and regulatory guidance?				
SM-08	Are existing employees required to periodically sign-off on your Information Security policy? How often?				
SM-09	Are your employees notified, and required to acknowledge, when changes or updates are made to Information Security policies and procedures?				
SM-10	Are new employees required to sign-off that they understand and agree to your company policies, including Information Security policies?				
SM-11	Do your information security policy include a written employee "acceptable use" policy?				
SM-12	Do you implement segregation-of-duties controls to reduce opportunities for unauthorized modification or misuse of information or services? Please describe.				
SM-13	Do you have documented processes for patch management to ensure that security-related patches (e.g. desktops, laptops, server OS, Database, Application, etc) are addressed within a reasonable timeframe? Please describe.				

SM-13.1	Describe your process for ensuring integrity and authenticity of software to be used by Eversource. (CIP-013 R.1.2.5)				
SM-14	Do you have a written disaster recovery and business continuity program that is sponsored and approved by senior management?				
SM-15	Does your business continuity plan include appropriate risk management and business impact analysis activities to identify recovery priorities?				
SM-16	Do you conduct regular testing and review of your business continuity plans to ensure their continuing effectiveness?				
SM-17	Do you employ physical security controls (e.g. card-controlled entry doors, security guards, etc.) to protect your data processing facilities? Please describe.				
SM-18	If there is a third party involved in the delivery of your application or service, does your contract with that third party include requirements for privacy, security, service level agreements, and non-disclosure agreements?				
SM-19	If there is a third party involved in the delivery of your application or service, does your agreement with that third party include provisions for performing a risk assessment or audit to ensure they have appropriate security controls in place?				
SM-20	If there is a third party involved in the delivery of your application or service, is that third party required to notify you of any changes that might affect the delivery of your application or service?				
SM-21	Are your third party vendors required to notify you of any exceptions to policies, procedures or compliance matters that might require escalation to Eversource legal and/or compliance?				

Personnel Security

Personnel Security refers to the processes and controls related to ensuring an organization's personnel are qualified and adequately trained.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
PS-01	Do you conduct background checks (e.g. credit, criminal, drug, employment checks, etc) for all employees? Please describe.				
PS-02	Do you have a formal Information Security Awareness program developed and implemented for all employees?				
PS-03	Do your employees receive Information Security awareness training at regular intervals? If yes, how often?				
PS-04	Are employees asked to sign a confidentiality or non-disclosure agreement as part of their terms and conditions of employment?				
PS-05	Are contractors and part-time/temporary employees bound by your information security policy, and confidentiality and/or non-disclosure agreements?				
PS-06	Does your organization utilize (or plan to utilize) offshore resources as part of your overall delivery strategy? If yes, where are the resources located? Would the offshore resources have access to Eversource data?				

System Development and Maintenance

System Development and Maintenance refers to the processes and controls related to the organization's software and system development and maintenance.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
SD-01	Does your organization enforce strict change management controls (including appropriate review, approval, and testing) for changes to production applications and servers?				
SD-02	Does your organization have a formal Asset Management program? Please describe.				
SD-03	Does your organization have a formal Configuration Management program that covers the development and maintenance of standard server/device configurations (e.g. hardening standards)? Please describe.				
SD-04	Does your organization maintain separate test and development facilities that are isolated from production facilities?				
SD-05	Provide your product support contact information (phone, email) and provide support hours.				
SD-06	Describe your Problem Reporting process. What's the response and resolutions time for Critical / High Severity issues?				

Application Security

Application Security refers to the processes and controls related to the organization's data validation, user access, integration, and audit capabilities.

The questions in this section apply to the organization's application controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
AS-01	Does your application perform data validation for inbound data to identify common attacks (e.g. SQL Iniection. XSS)? Please describe.				
AS-02	Does your application perform data validation/filtering for outbound data to ensure that sensitive information (e.g. username or password) is not presented back to the end-user following data validation errors? Please describe				
AS-03	Does your application perform both client-side and server-side data validation? Please describe.				
AS-04	Does your application employ encryption technologies to protect customer data during transit? Please describe. If SSL is used, what versions are supported?				
AS-05	Does your application support role-based access models for user access, with specific permissions assigned to each role?				
AS-06	Does your application provide protection (encryption/hashing) for stored passwords and other sensitive data? Please describe.				
AS-07	Does your application implement password enforcement policies, such as minimum length, complexity, expiration, and reuse restrictions? Please describe.				
AS-08	Does your application have a password history functionality enabled such that passwords cannot be reused within a predefined period of time? Please describe.				
AS-09	Does your application implement user lockout after a certain number of failed authentication attempts? Please describe, including any limitations.				

AS-10	Does your application have the ability to integrate with LDAP (e.g. Active Directory) or other directory service for authentication and/or authorization?			
AS-11	Does your application have the ability to integrate with federated single sign-on solutions/protocols (i.e. OKTA? using SAML)? Please describe.			
AS-12	Does your organization have a formal Software Development Lifecycle (SDLC) program or methodology? Please describe.			
AS-13	Does your application enforce a session time-out and/or lockout that would be triggered after a pre-defined amount of user inactivity? Please describe the timeframe and whether it is configurable.			
AS-14	Does your application display a banner to end-users informing them that the application should only be accessed by authorized individuals? Please describe the banners and where they are implemented.			
AS-15	Does your application implement user login/session functionality? If so, please describe the methods used to maintain a user's session (e.g. cookie, dynamic URL, hidden form field. etc.).			
AS-16	Does your application provide an audit trail linking users to specific data transactions? Please describe.			
AS-17	Do the servers on which your applications run utilize anti-virus protection? Please describe.			
AS-18	Do you have a process for communicating application or product vulnerability information to Eversource? Please describe and include time parameters for the notification. Is Eversource allowed to notify E-ISAC and other utilities of vulnerabilities identified by Eversource after notifying your company?(CIP-013 R1.2.4)			

System Security

System Security refers to the processes and controls related to the organization's control and monitoring of systems.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
SS-01	Do you utilize Antivirus software on all employee desktops, laptops, and servers that are running the Windows operating system? Please disclose if Kaspersky Antivirus products are utilized. Please describe.				
SS-02	Do you update your Antivirus signatures at least daily? Please describe.				
SS-03	Does your Antivirus software run on-access scans? Please describe.				
SS-04	Does your Antivirus software run full system scans on a periodic basis? Please describe.				
SS-05	Does your Antivirus software include spyware detection and protection?				
SS-06	Do you restrict administrative access to desktops and laptops? Please describe.				
SS-07	Do you leverage Data-Loss Prevention (DLP) or Host-Based Intrusion Detection/Prevention (HIDS/HIPS) solutions? Please describe.				
SS-08	Do you have documented standard security configurations (i.e. hardening standards) for each system type? Please describe how these are managed (e.g. reviewed, modified, enforced, etc).				
SS-09	Are your systems configured to capture and log successful and failed user authentication (login) attempts and user authorization failures? Please describe.				
SS-10	Do you retain system log files for a specified period of time to assist in access control monitoring and security investigations? Please describe.				

Network Security

Network Security refers to the processes and controls related to securing and monitoring data across the organization's network environment.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
NS-01	Do you employ firewalls to protect the systems that will support Eversource data? Please describe the types of firewalls used and how they are deployed and managed.				
NS-02	Do you employ network-based IDS/IPS tools to monitor traffic for malicious content? Please describe.				
NS-03	Do you utilize network segmentation (physical or logical) on a client-by-client basis? Is this a standard business practice, or based on client request? Please describe.				
NS-04	Do you utilize utilities to check all email traffic originating from untrusted networks for viruses and other malware? Please describe.				
NS-05	Do your systems provide protection/encryption for sensitive data (e.g. login credentials, sensitive personal information) during network transit? Please describe.				
NS-06	Do you employ encryption technologies or other controls to safeguard confidentiality and integrity of client data being accessed over public networks (e.g. the Internet)? Please describe.				
NS-07	Do you support email encryption (SMTP/TLS or other)? Please describe.				
NS-08	Do you monitor for unauthorized network connection points such as wireless access points, modems, etc.? Please describe.				

NS-09	Will you require access to the Eversource network environment? If yes, will servers be accessed only from your internal networks, or will access also be required over the Internet? Please describe the type of access required, and how access is typically provided.				
NS-10	Do you employ wireless networks within your data processing facilities? If so, please describe the security controls applied to the wireless network.				
NS-11	Do you enforce host integrity checks that only allow endpoint devices that have adequate security controls (e.g. antivirus, up-to-date OS patches, etc.) to connect to your network? Please describe.				

Data Security

Data Security refers to the processes and controls related to the organization's data protection through logical controls, encryption, monitoring, and data backups.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
DS-01	Do you have written policies/procedures/guidelines for maintaining and monitoring the security of customer data?				
DS-02	Do you employ encryption technologies or other controls to protect client data while stored on your information systems? Please describe the type of encryption (symmetric/asymmetric), encryption key standards (e.g. minimum key length, etc.), and how encryption keys are managed.				
DS-03	Do you employ hard disk encryption technologies (e.g. whole disk, file level, etc) on your desktops and laptops? Please describe.				
DS-04	Will Eversource data be co-mingled with data from other clients? Please describe the environment, and also the controls (logical or physical) that are employed to protect data confidentiality.				
DS-05	Do you provide data masking capabilities at the database level to obscure/replace sensitive data elements? Please describe.				
DS-06	Do you employ encryption controls for client data that contains Personally Identifiable Information (PII)? Please describe.				
DS-07	Do you employ additional security controls for access to client data that contains Personally Identifiable Information (PII)? Please describe.				
DS-08	What secure data transfer methods does your organization support? Can you support SFTP with PGP encryption?				
DS-09	Do you perform regular backups of client data? Please describe the schedule and process.				

DS-10	Does your organization store backup media at an on-site location that is separate from your computing facilities?			
DS-11	Do you take measures to ensure that backup media containing client data is protected from unauthorized access and misuse (such as encrypting)? Please describe.			
DS-12	Do you send backup media off-site for archiving? Please describe your schedule and process, and define whether backups are encrypted prior to being sent off-site.			
DS-13	Do you periodically test backup media to ensure data completeness and consistency, and to ensure that data can be restored within a defined timeframe? Please describe.			
DS-14	Do you have policies and procedures for the disposal of Eversource information? Please describe.			

Access Control

Access Control refers to the processes and controls related to the organization's management of access to systems and applications.

The questions in this section apply to the organization's entire infrastructure and operational controls.

Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
AC-01	Do you have a formal and documented process for employee and customer account management that includes provisioning, password requirements, access controls, and deprovisioning? Please describe.				
AC-02	Do you change default system account names and passwords across all systems? Please describe.				
AC-03	Do you provide your personnel with guidelines for selecting and maintaining secure passwords?				
AC-04	Do your systems enforce a minimum password length requirement?				
AC-05	Do your systems enforce a maximum password age?				
AC-06	Do your systems enforce password strength requirements requiring the use of a combination of upper-case letters, lower-case letters, numbers, and non-alphanumeric symbols? Please describe.				
AC-07	Do your systems restrict the use of the account or userID as part of the password?				
AC-08	Do your systems have a password history functionality enabled such that passwords cannot be reused within a predefined period of time? Please describe.				
AC-09	Do you have a process to ensure that access privileges are immediately revoked for employees leaving the company or moving to a new job role? Does this process include notification to Eversource when on-site or remote computer access to Eversource is no longer required? Please describe. (CIP-013 R1.2.3)				

AC-10	Do you ensure that all users have a unique userID, and that user accounts are not shared among multiple people (with the exception of privileged administrative accounts)?			
AC-11	Where shared user accounts are used (e.g. administrator account), do you employ compensating controls to maintain user accountability? Please describe.			
AC-12	Do your systems enforce user account lock-out after a specified number of incorrect authentication attempts? Please describe, including any limitations.			
AC-13	Do your systems provide protection (encryption/hashing) for stored passwords? Please describe.			
AC-14	Do you use any system scripts that may have user or system passwords hard coded in them? Please describe.			
AC-15	Do your systems (e.g. servers, employee workstations, etc) display banners to end-users informing them the systems should only be accessed by authorized individuals? Please describe the banners and where they are implemented.			
AC-16	Do your systems (e.g. servers, employee workstations, etc) enforce a session time-out and/or lockout that would be triggered after a pre-defined amount of user inactivity? Please describe.			
AC-17	Do your systems (e.g. Servers, Databases, etc) support role-based access models for user access, with specific permissions assigned to each role?			
AC-18	Do you employ access controls on all systems that house or process client information? Please describe.			
AC-19	Do you have a formal and documented access request process for approving and revoking privileges/entitlements? Please describe.			
AC-20	Do your access control mechanisms block access by default and provide access using a least-privileges methodology? Please describe.			

AC-21	Do you review access rights on a periodic basis for both internal employees and clients? Please describe.				
AC-22	Do you utilize Two-Factor Authentication controls for employees accessing your internal network from remote locations? Please describe.				
AC-23	Please describe how your administrators access the systems that will support Eversource. Is server access allowed only from within your organization's internal network, or do you allow access from remote locations? If remote access is allowed, please describe.				
AC-24	If Remote Access to Eversource is required, please confirm that you will comply with Eversource security policies and settings for remote access. (CIP-013 R1.2.6)				

Vulnerability Management

Vulnerability Management refers to the processes and controls related to identifying and remediating vulnerabilities across the organization's systems and applications.

The questions in this section apply to the organization's entire infrastructure and operational controls.

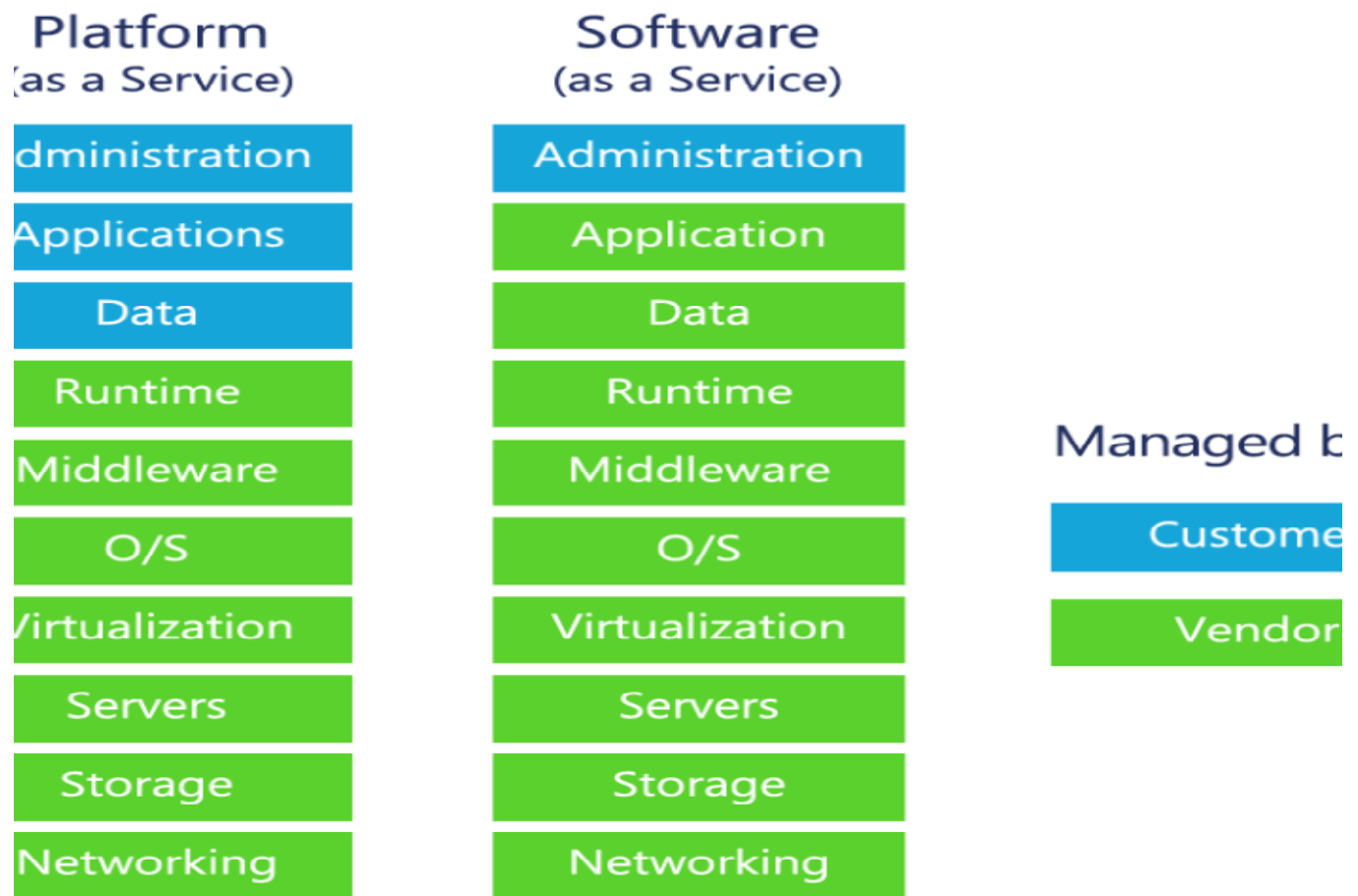
Vendor Response			Eversource Evaluation		
ID	Question	Response	Ex Met?	Fol Up?	Notes
VM-01	Do you have a formal and documented Incident Response plan for handling security incidents that addresses incident management responsibilities, evidence preservation, chain-of-custody procedures and coordination with Eversource? Does the plan include notification to Eversource ? Please describe and include timing parameters.(CIP-013 R1.2.1, R1.2.2)				
VM-02	Do you perform periodic vulnerability scanning against your systems (both internal and client-related systems)? Please describe the technology and the frequency, and also describe how vulnerability information is communicated to your security administrators.				
VM-03	Do you have a formal process for identifying threats and vulnerabilities (either through early detection alerts, vulnerability scans, etc.) and tracking remediation? Please describe this process and any remediation timeframes that are required				
VM-04	Do you perform periodic penetration tests against your Internet-facing network and systems? If yes, are your tests conducted by internal personnel or by a third party? Please describe the frequency and scope of the exercise				
VM-05	Do you have auditing/logging enabled for all systems? Please describe the layers where enabled (e.g. applications, operating systems, databases, network devices. etc).				
VM-06	Are your systems configured to capture and log activity performed by system administrators or users with elevated privileges? Please describe.				

VM-07	Do audited events include data attributes for date and time of the event, type of event, username/userID associated with the event, hostname or IP address of the system affected, key details about the event? Please describe				
VM-08	Are your servers configured to synchronize their time/clocks to a common source?				
VM-09	Do you have processes and procedures for reviewing security events (e.g. audit log reviews)? Please describe.				
VM-10	Do you have a Security Information and Event Management (SIEM) technology in place for storing security logs long-term, monitoring and correlating security events, and alerting on specific events? Please describe				
VM-11	Would your organization support activities by Eversource to conduct intrusion testing or audits against those systems that house or process Eversource data at your site?				

Cloud Services – Distributed

On Premises	Infrastructure (as a Service)	Platform (as a Service)
Administration	Administration	Administration
Applications	Applications	Applications
Data	Data	Data
Runtime	Runtime	Runtime
Middleware	Middleware	Middleware
O/S	O/S	O/S
Virtualization	Virtualization	Virtualization
Servers	Servers	Servers
Storage	Storage	Storage
Networking	Networking	Networking

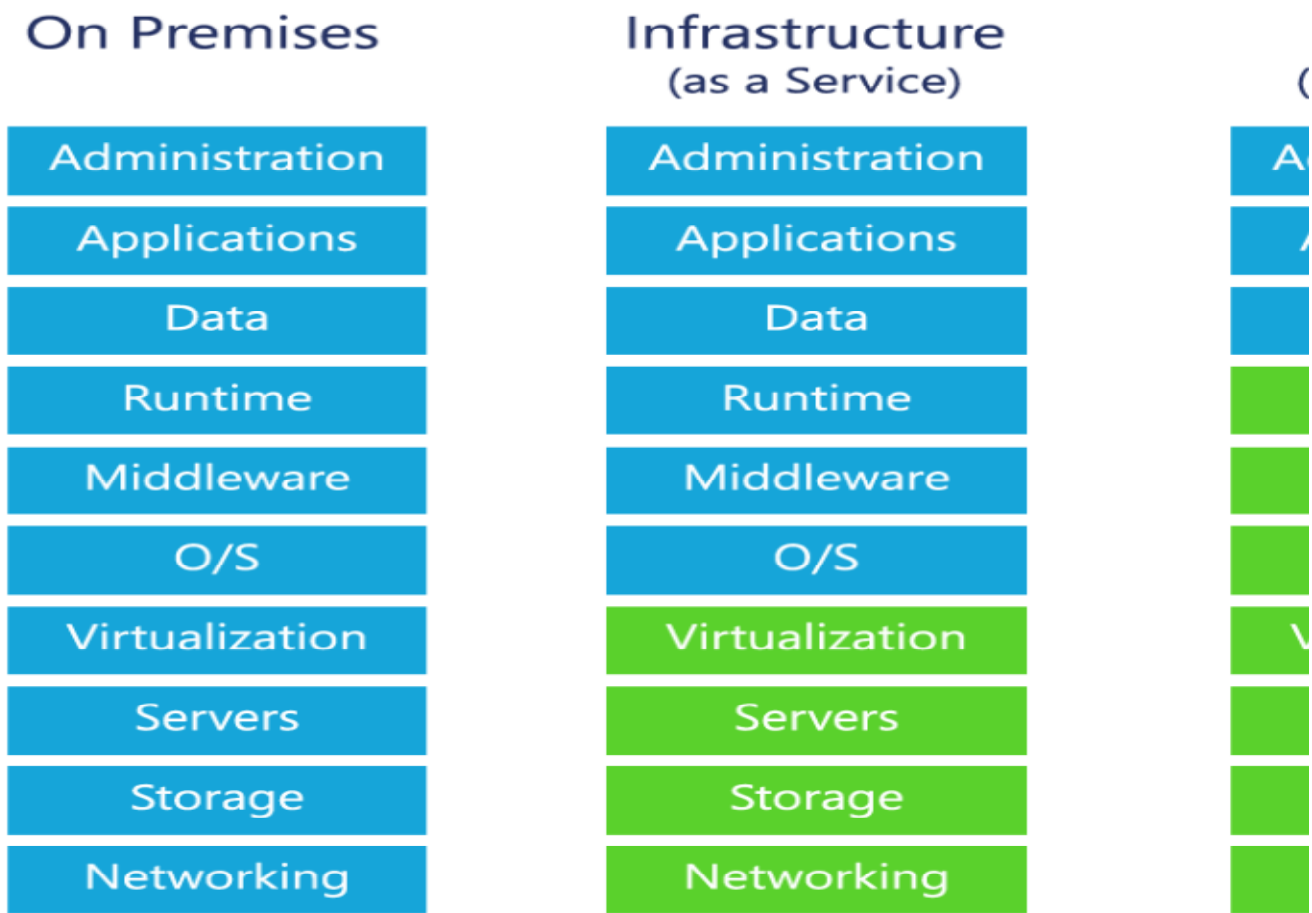
Shared Responsibility



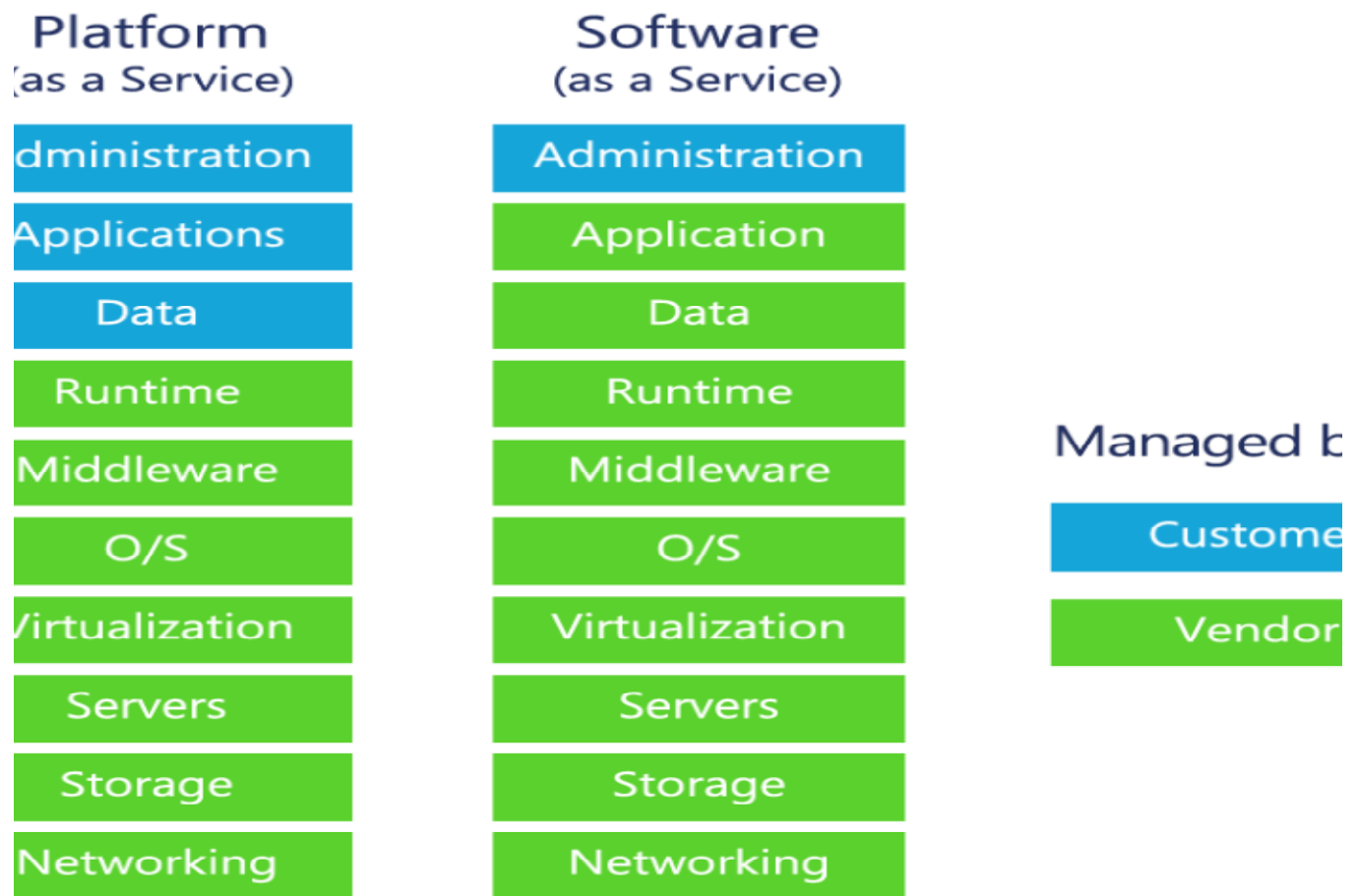
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Cloud Services – Distributed



Shared Responsibility



by:

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IT SECURITY REQUIREMENTS

1. The following security requirements and terms and conditions ("Requirements") apply to any third party, vendor or contractor ("Contractor") that electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to confidential information belonging to Eversource Energy and its affiliates (collectively "Utility") in mission critical company applications, including the following:
 - a. Critical Infrastructure Information (CII), which includes without limitation, Critical Energy Infrastructure Information (CEII), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection (CIP), as defined by the North American Energy Reliability Corporation;
 - b. Personal Identifiable Information (PII) shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;
 - c. Protected Health Information (PHI) shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or
 - d. Any information deemed by Utility to be confidential and proprietary such as confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that the Company desires to protect against unrestricted disclosure or competitive use.

The foregoing information shall be collectively referred to as ("Confidential Information").

2. Contractor shall make commercially best efforts consistent with industry standards as stipulated in ISO/IEC 17799 Code of Practice for Information Security Management or its equivalent to ensure the confidentiality, integrity and availability of the Confidential Information within its control.
3. Contractor shall provide Utility with documentation to certify that it satisfies the following **minimum security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Utility:
 - a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for protecting the Contractor's cyber assets and Utility's Confidential Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;
 - b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;
 - c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;

- d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;
 - e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;
 - f. attempted unauthorized activity is monitored by Contractor 7x24 for identified critical cyber assets (i.e., the Internet gateway, dial-in, or a high risk application) and Contractor has associated incident handling procedures in place to ensure timely and appropriate response in compliance with all applicable laws;
 - g. Contractor has change control processes and associated security in place to ensure that only authorized hardware and software is installed on the company's network;
 - h. Contractor has security services such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc, and periodically test these services to ensure effective on-going operation;
 - i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;
 - j. all laptops used by Contractor to access or store CEII, PHI or PII shall be encrypted.
 - k. all records and files containing PII, PHI, CEII or CIP information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.
 - l. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.
4. When Confidential Information is required to be stored on a technology system managed by a Contractor, Contractor is required to complete Utility's Information Security Vendor Due Diligence Questionnaire. The responses must be reviewed and approved by Corporate Information Security prior to executing the contract or issuing the Purchase Order.
- a. Contractor warrants and represents that Contractor's responses to the Due Diligence Questionnaire attached hereto are true and correct.
 - b. Utility has the right to audit Contractor's computer systems to ensure all such systems and Utility information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements and Contractor's responses contained in Utility's Information Security Vendor Due Diligence Questionnaire.
5. The following provisions related to information security are hereby added to the General Terms and Conditions or agreement to which these Requirements are attached:
- a. If Contractor is a publicly held company and has performed a Statement on Auditing Standards (SAS) No. 70 or SSAE 16 audit, prior to the execution of the agreement with Contractor, Contractor shall provide Utility with the Contractor's most current

Statement on Auditing Standards (SAS) No. 70 Report or SSAE 16 for Utility's review and approval.

- b. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Utility Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;
- c. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Massachusetts customer or employee, the more stringent standards of Massachusetts laws (e.g. 202 CMR 17.00) regarding personal information shall apply to all customer or employee information being managed by Contractor);
- d. Contractor shall obtain written authorization from Utility prior to sending, communicating, delivering or transmitting Confidential information to a subcontractor or an affiliate;
- e. Insurance: Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in the Agreement with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:
 - i. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.
 - ii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period.
 - iii. Contractor shall ensure that (i) the insurance policy listed above contain a waiver of subrogation against Utility and its affiliates, (ii) the Professional Liability policy names Utility and its affiliates and assignees as additional insureds, and (iii) all policies contain a provision requiring at least thirty (30) days' prior written notice to Utility of any cancellation, modification or non-renewal. Within thirty (30) days following the Effective Date, and upon the renewal date of each policy, Contractor will furnish to Utility certificates of insurance and such other documentation relating to such policies as Utility may reasonably request. In the event that Utility reasonably determines the coverage obtained by Contractor to be less than that required to meet Contractor's obligations created by this Agreement, then Contractor agrees that it shall promptly acquire such coverage and notify Utility in

writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.

- f. to the extent applicable, Contractor shall comply with Utility's Customer Service and/or Human Resources privacy policies and Corporate Information Security procedures as specified in a separate exhibit attached hereto if applicable;

6. Security Incident Management:

- a. Utility's IT Security (ITS) assists in responding to and investigating incidents related to misuse or abuse of Utility or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Utility or personal data, Contractor must take immediate action to report the incident to ITS *as soon as the incident is suspected*.
- b. Contractor should **IMMEDIATELY CALL**, regardless of the day or time the ITS Support Center at **(860)665-4357** (24x7); Please **ALSO** email **sharcis@eversource.com** with details of the suspected exposure. Please **DO NOT** simply leave voicemail or send email - please ensure you reach an employee, because it is **CRITICAL** that Utility begins response procedures immediately.
- c. **DO NOT** take any other action until advised by the ITS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Utility information or systems caused by an incident if ITS is advised of such efforts at the time of or before they are undertaken.
- d. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.
- e. When ITS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; ITS' mission is to provide assistance and guidance to the Contractor to appropriately and timely resolve any incident.