COVER AGREEMENT
EVERSOURCE ENERGY SERVICE COMPANY
AND
Vision Utilities, INC
FOR
WIRES DOWN GUARDS
FOR
ELECTRIC UTILITY DISTRIBUTION EMERGENCY RESPONSE PROGRAM WORK

This Cover Agreement ("Cover Agreement") dated as of April 8, 2024 (the "Effective Date") is part of the agreement between Owner, as defined in Section 1.18 of the General Terms and Conditions ("Owner"), and **Vision Utilities** ("Contractor"), a **INC** with offices at 69 Clementon Rd, Berlin NJ 08009, for the Contractor's performance of Emergency Response Program Work (as defined in Section 56.1 of the General Terms and Conditions).

THE CONTRACT BETWEEN THE PARTIES INCLUDES ALL DOCUMENTS REFERENCED IN SECTION 1.3 OF THE GENERAL TERMS AND CONDITIONS INCLUDING THIS COVER AGREEMENT AND THE FOLLOWING DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF:

- **Purchase Order (Excluding Terms and Conditions Printed on Reverse Side)**
- **Eversource Energy General Terms and Conditions – Services, Equipment and Construction ("GTCs") rev 22 dated 05.10.2023.**

Exhibit A: **Pricing Schedule**
Exhibit B: **Wires Down Guards Contacts and Resources**

I. DEFINED TERMS; INTERPRETATION.

Capitalized terms used in the Contract have the meaning given in the applicable document forming a part of the Contract, including in Articles 1 and 56 of the GTCs or within this Cover Agreement, including the Pricing Schedule. For purposes of the Contract, the definition of Equipment in Section 1.11 of the GTCs and all references to "Equipment" shall include all equipment and mobile equipment, including automobiles, trucks, vans, tractors, trailers, carts, flatbeds, and any other type of rolling stock provided by Contractor for use in the performance of Emergency Response Program ("ERP") Work. As used in the Contract, the terms "include(s)," "included" and "including," as well as any variations thereof, are used without limitation.

II. PRIORITY OF DOCUMENTS.

Notwithstanding anything to the contrary set forth in the Contract, if the provisions of this Cover Agreement are inconsistent with or conflict with the provisions of the GTCs, the terms of this Cover Agreement shall control. Article 48 of the GTCs is amended to provide that this Cover Agreement shall have second priority among the documents that form the Contract, behind the Purchase Order (and any ERP Work Releases thereunder) and before the Special Terms and Conditions (if any).

III. TERM OF THE CONTRACT.

The Contract shall be in effect for the period from the Effective Date through **December 31, 2026**, and shall be automatically renewed for successive one (1) year periods unless Owner notifies Contractor, in writing, at least sixty (60) calendar days before the end of the initial term or the end of any one (1) year renewal term, as the case may be, that Owner elects not to renew the Contract. Upon Owner's delivery of such non-renewal notice to Contractor, this Contract shall terminate at the end of the applicable term.

IV. SCOPE OF ERP WORK.

Contractor shall perform and complete ERP Work in accordance with the Contract, including Owner's ERP Work Protocols. Owner may require Contractor to perform ERP Work in all or any part of Owner's service territories. Contractor's commencement of ERP Work awarded to it by Owner pursuant to each ERP Work Release shall constitute Contractor's acceptance of all the provisions of the applicable ERP Work Release.

V. CONTRACTOR RESOURCES AND EQUIPMENT INFORMATION; RESPONSE TIME.

Contractor shall provide Owner with emergency contact information and other information requested by Owner from time to time. Contractor shall keep the Contractor information current and promptly notify Owner of any changes to the Contractor information in writing or using other processes that Owner may make available from time to time.

Contractor shall use best efforts to make Contractor Resources and Equipment available for ERP Work. Within two (2) hours after Owner's request for information regarding the availability of Contractor Resources and Equipment to provide ERP Work, Contractor shall provide Owner with the requested information.

If, prior to Owner's award of such ERP Work to Contractor, the availability of Contractor Resources or Equipment changes, Contractor shall immediately notify Owner.

If Owner awards such ERP Work to Contractor, then Contractor shall:

- immediately confirm to Owner the amount of Contractor Resources and Equipment committed to such ERP Work;
- provide the following information regarding the Contractor Resources and Equipment being mobilized:
    - The number of persons available and the town from which they originate;
    - The name and contact information for the supervisor for each available person;
    - The period Contractor Resources and Equipment will be available for such ERP Work;
- expeditiously mobilize the committed Contractor Resources and Equipment to the Site **or onboarding location designated by Owner** in accordance with the mobilization schedule specified by Owner;

- provide at least one (1) supervisor for Contractor Resources; and
- provide English speaking personnel.
- Ensure all Contractor Resources attend Wires Down Guards training as requested by Company.

In addition to complying with all other applicable provisions of the Contract, Contractor Resources performing ERP Work shall:

- be qualified and fit for duty (including no use of illegal drugs or alcohol, and no use of legal drugs that could adversely impact job performance);
- comply with all of Owner's ERP Work Protocols;
- not include Subcontractors or other third parties who are not employees of Contractor;
- Present a professional, business-like image in their clothing, grooming, and personal hygiene. Contractor Resources with improper attire, inappropriate personal appearance or inappropriate behavior with the public, Owner's customers or Owner's employees will be required to correct the situation immediately; and
- Attend a Wires Down Guards training session provided by the Company prior to performing services as a Wires Down Guard.

VI. EQUIPMENT AND VEHICLES

All Contractor Resources will arrive at the Site or Owner-designated onboarding site fully equipped with a vehicle necessary and appropriate to perform ERP Work properly, safely and diligently, including all Personal Protective Equipment (PPE) and all items that are required by OSHA, federal, state or Owner safety and health regulations.

Pursuant to Article 56 of the GTCs, any tools or equipment provided by Owner to Contractor Resources, including any field technology (e.g. GPS, wireless communications equipment), shall be returned to Owner upon the completion of the ERP Work or otherwise as directed by Owner. Contractor will be charged for any tools or equipment not returned to Owner in good working condition.

All vehicular Equipment provided by Contractor and used by Contractor Resources shall be fully equipped and comply with all applicable state and federal laws and regulations as well as applicable safety standards.

VII. SCHEDULE

Contractor recognizes the emergency nature of ERP Work and the importance to Owner of Contractor's prompt response and diligent and timely completion of all ERP Work, and accordingly, time is of the essence for Contractor's response to Owner's request for information, Contractor Resources and Equipment mobilization, Contractor performance of ERP Work and meeting all of Contractor's obligations under the applicable provisions of the Contract. ERP Work shall begin as specified in each ERP Work Release and shall end when Contractor Resources have completed ERP Work and have returned and/or are returned to facilities of origin.

ERP Work shall be subject to any government agency mandated rest time.

VIII. INVOICING AND PRICING TERMS.

Contractor shall record its labor time and Equipment usage time on a daily basis using timesheets and provide them to the Owner's Representative for signature. Contractor shall invoice Owner upon completion of ERP Work, unless such ERP Work assignment extends beyond two (2) weeks, in which case Contractor may invoice Owner every two (2) weeks. Each invoice for ERP Work submitted by Contractor shall be accompanied by time sheets and receipts for expense reimbursement items for the period covered that have been approved in writing by the Owner's Representative. Contractor shall comply with any and all reasonable requests made by Owner to expedite the invoicing process for ERP Work, including the electronic submission of timesheets and expense receipts. Notwithstanding the provisions of Section 3.1 of the GTCs, Owner shall process and pay each correct invoice for ERP Work or provide written objections to all or any portion of each disputed invoice for ERP Work within thirty (30) days after receipt by Owner. Likewise, with respect to ERP Work, if Owner disputes a portion of an invoice submitted by Contractor, at Owner's request Contractor shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within sixty (60) days after receipt thereof.

All ERP Work shall be invoiced at the rates set forth in the Pricing Schedule.

IX. OWNER'S ERP WORK PROTOCOLS.

Contractor and all Contractor Resources shall comply with all ERP Work Protocols in effect at the time Contractor Resources perform ERP Work, which Owner may make available at the www.eversource.com website.

X. EXECUTION.

This Cover Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile and portable document format (PDF) copies of signatures shall constitute original signatures.

[*Signatures on next page*]

The parties hereto have executed this Agreement as indicated below.

Vision Utilities, INC, Contractor	Owner By: Eversource Energy Service Company
By: [signature]	By: [redacted]
Printed Name: Gladys Salazar	Printed Name: [redacted]
Title: CEO	Title: Procurement Manager
Date: 04/10/2024	Date: 04/10/2024

EXHIBIT A
PRICING SCHEDULE

Unless otherwise agreed to in writing by Owner, all ERP Work shall be performed on a time and material price basis (such rates, the "ERP Work Rates").

1. For purposes of this Pricing Schedule, the following capitalized terms shall have the following definitions:

"Emergency Response Program Rates for Labor" ("ERP Rates for Labor") are the agreed labor rates payable from the commencement of applicable ERP Work through the termination of such ERP Work, excluding rest time during that ERP Work. ERP Rates for Labor are comprised of a Straight Time Response Rate and an Overtime Response Rate as shown on Schedule A. The time periods as to when Straight Time Response Rates and Overtime Response Rates are in effect are set forth in the table along with all applicable holidays.

2. Subject to the provisions of Section 4 (Rate Changes) of this Pricing Schedule, Contractor shall be compensated for ERP Work performed in compliance with the Contract in accordance with the Contractor Billing Rates attached hereto as Schedule A.

3. Reimbursable Expenses: In no event shall Owner reimburse Contractor for any expenses relating to tobacco products, alcohol, laundry, personal hygiene products or other non-ERP Work-related personal expenses.

4. Rate Changes: The Contractor Billing Rates set forth in Schedule A shall be in effect for a minimum period of one year and shall not be subject to change until after the end date of the effective billing rates, as set forth in the applicable Pricing Schedule A attached hereto and as the same may be amended from time to time by mutual written agreement of the parties ("Effective Rate End Date"). If and when Contractor proposes to modify its then-applicable billing rates for the period subsequent to the Effective Rate End Date, Contractor shall provide Owner with proposed updated rates to be used for the period set forth in such proposal (which may not be for a duration of less than one year). Such proposed revised billing rates shall be added to and incorporated into the Contract only upon written approval by Owner. Any dispute regarding proposed rate adjustments will be resolved in accordance with the dispute resolution process set forth in the GTCs. In the event that Contractor does not make adjustments to its rates applicable to ERP Work after the applicable Effective Rate End Date, then the last ERP Work Rates on file with Owner shall be used by Owner to compensate Contractor for ERP Work performed after such Effective Rate End Date. No changes to the billing rates for ERP Work shall be effective unless and until approved by Owner in writing.

Exhibit A – Contractor Billing Rates - Labor

	Home Office Address	Straight Time Response Time	Overtime Response Time	Effective Rate Start Date	Effective Rate End Date
uard	707 N Valley Forge RdLansdale, PA 19446	[redacted]	[redacted]	10/24/2023	12/31/202

Address:

· ***Straight Time Response Rate:***
is in effect for the first forty (40) hours per week, within Eversource's territory. Holidays are paid as overtime but are include in the (40) hour week.

ponse Rate:
effect once an individual exceeds (12) hour shift or (40) hours in a week.

Start Date
End Date

mean a weekday that is a holiday observed by Owner and includes, at a minimum, the following holidays: New Year's Day; Martin Luther King Day; Presidents Day; Memorial Day
Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day; provided that if the holidays specified fall on a weekend day and Owner observes the
Friday immediately preceding such weekend day Holiday or on the Monday immediately following the weekend day Holiday, such day of observance shall be deemed the Holida
end holiday day itself shall not be considered a Holiday.

Exhibit B - Wires Down Guards Contacts and Resources

Company Name	Home Office Address	Contact: Phone and Email	Contractor considers as Primary Region CT/WMA/EMA/NH/ or Company Wide	Crew Count to Prime Location in 24 hours	Additional Crews to Prime Location in 48 Hours	Additional Regions you can cover in 48+ hours	Total Additional Crews to those regions
Vision Utilties	707 N Valley Forge RdLansdale, PA 19446	617-921-5689	Company Wide	20	40	60	0

Note:

Available resources is defined as the number of Wires Down Guard personnel ready to accept first assignment within Eversource dictated area at Owner's event start time. Guaranteed available resources of the Cover Agreement.