REDACTED

COVER AGREEMENT

This Cover Agreement ("Cover Agreement"), dated January 1, 2025 together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and Alorica Inc. ("Contractor") for First Party Call Handling Services. (Contract Number: CW2329012)

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 AND SHALL APPLY TO ALL PURCHASE ORDERS THAT REFERENCE THIS AGREEMENT.:

Exhibit A: General Terms and Conditions, Consulting, Rev 3, 4.15.24 (Negotiated)
Exhibit B: Special Terms and Conditions, Call Handling Services, December 2024
Exhibit C: Pricing Schedule & Statement of Work (SOW)
Exhibit D: Reserved
Exhibit E: Reserved
Exhibit F: Reserved
Exhibit G-1: IT Security Requirements
Exhibit G-2: Waiver of Subrogation
Exhibit G-3: Non-Disclosure Agreement
Exhibit G-4: Eversource Contractor Background Check Policy

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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 through December 31, 2027, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term.

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 before the Effective Date 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 on a Time and Material basis pursuant to this Agreement and in accordance with Exhibit C. Except as otherwise expressly provided in Exhibit C, the pricing is fixed until December 31, 2027.

IV. TECHNICAL REQUIREMENTS

All Work under this Agreement shall be as set forth in Exhibit C, 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.

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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

When providing Work in 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.

When providing Work in 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.

When providing Work in 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:

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Alorica Inc., Contractor	**Eversource Energy Service Company**
By 	**By** 
Printed Elizabeth (Cece) Lan Pan	**Printed** Craig Dikeman
Title SVP - Controller	**Title** VP, Supply Chain
Date 6/02/2025	**Date** 6/2/25

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EVERSOURCE ENERGY
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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: Owner's determination that the Consultant has completed 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) 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 Consultant 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 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 information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provides to Consultant, including, without limitation, 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 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 Consultant's Information as Confidential Information shall be limited to non-public financial information and other non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONSULTANT: The entity issued an Order by Owner.

1.7 CONSULTANT RESOURCES: Consultant's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Consultant or any Subcontractor.

1.8 CONSULTANT'S REPRESENTATIVE: The individual identified by Consultant with authority to act on behalf of Consultant in performance of the Agreement.

1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

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1.10 ENVIRONMENTAL LAWS: 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.

1.11 RESERVED.

1.12 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Consultant 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.

1.14 FINAL PAYMENT: That payment to be made to Consultant by Owner after Final Acceptance.

1.15 FORCE MAJEURE: Conditions or circumstances which are beyond a party's control, and that result from: 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 caused by the foregoing to facilities required in order to satisfy the party's obligations under the Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies at any price on the market; 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 preparation or reasonable precautions taken by the non-performing party or could not reasonably be circumvented by the non-performing party through the use of alternate resources or other means.

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 LAWS: 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, including, without limitation, 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. Laws shall also include any and all constitutions, charters, acts, statutes, laws, ordinances, codes (including codes of conduct), rules, regulations, orders, consent decrees, legislative or administrative actions, final decrees, judgments or orders of any court, specified standards or objective criteria of any governmental authority having

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jurisdiction concerning all or any portion of the Work or the Agreement and applicable to all or any portion of the Work or the Consultant or the Agreement; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law

1.19 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 Consultant's confirmation thereof, or Consultant'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: 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 underwhich the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No Eversource Affiliate that is not 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 identified by Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.22 PARTY: Each of Owner and Consultant.

1.23 SERVICES: A specific service furnished by or on behalf of Consultant under the Agreement and as part of the Work. The Services are specified in the Agreement documents.

1.24 SITE: The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, 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, supplemental or revised from time to time by Owner.

1.27 SUBCONTRACTOR: Any subcontractor, independent contractor, licensor or supplier, at any tier, who furnishes materials, supplies, facilities and/or Services to Consultant to meet Consultant's obligations to perform Work under the Agreement.

1.28 WORK: The terms used to describe collectively, all Services and all related duties, obligations and responsibilities undertaken or required to be undertaken by Consultant under the Agreement and any materials, information or deliverable created on behalf of or solely for the benefit of Owner.

2. CONSULTANT'S BILLING RATES

Whenever Consultant 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) Consultant 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 and approval in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices which contain billing rates that are inconsistent with Owner's approved rate schedule on file.

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3. TERMS OF PAYMENT

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant 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 Consultant 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, Consultant 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 Consultant must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Consultant 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 Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) 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, Consultant 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 Consultant and/or Owner in connection with the Work; (c) failure of Consultant 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 Consultant; (g) failure of Consultant to perform any of its obligations under the Agreement; or (h) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant 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 Consultant under the Agreement any claims Owner may have against Consultant under the Agreement, or under any other contract between Owner and Consultant, or that Owner may otherwise have against Consultant 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, Consultant 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 but not limited to: 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 Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

4. TAXES.

4.1 Taxes on Owner's Purchases from Consultant. Consultant'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. Owner shall provide any applicable tax exemption

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certificates to Consultant upon Consultant's request.

4.2 Taxes on Consultant's Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant'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 Consultant and Consultant's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant'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 Consultant'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 Consultant that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant 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 Consultant 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 Consultant for any taxes levied against Consultant's income, property or payroll.

4.4 RESERVED.

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 Consultant 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 Consultant.

5.2 Owner shall have the right to require Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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, Consultant. In all instances, Consultant shall orally notify 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

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writing within twenty-four (24) hours after such occurrence. Thereafter, Consultant 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 Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant 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.

6. INFORMATION.

6.1 If Consultant 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 Work shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Consultant shall not make any changes in Information without the prior written approval of Owner.

6.3 Consultant shall immediately notify Owner and request additional instruction whenever Owner- provided Information is found to be unclear, incorrect or conflicting. Consultant shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner.

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form 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, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant'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, 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 Consultant 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 Consultant.

6.7 Consultant shall provide Owner 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 any filing or disclosure requirement required under Law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant 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. Consultant 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 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Consultant 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

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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 Consultant 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 Consultant agrees to transmit information or documents relating to this Agreement using E-Business, Consultant 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 is 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). Consultant 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. Consultant 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 may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant 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.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant 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 a Force Majeure.

9.2 Force Majeure shall extend the time for Consultant's performance only to the extent such condition directly affects completion of Work. Consultant 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 Consultant to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Consultant for the agreed Direct Actual Costs incurred by Consultant 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

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performance of Consultant due to any failure of Consultant to prepare for the Work or due to any commercial impracticability experienced by Consultant, including market changes, increased costs or insufficient money or other resources. The party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in Work or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. If Consultant's performance is impaired by Force Majeure for a period of thirty (30) days or more, Owner shall have the right to terminate the Agreement upon written notice and without further liability.

10. INSPECTION.

10.1 RESERVED.

10.2 Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

10.3 Owner shall have the right to test or monitor the Services or inspect the status of all Work at any time. No Acceptance of Work shall be construed to result from such monitoring or inspections by Owner.

10.4 RESERVED

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Consultant submitting to Owner's Representative the following:

11.1 RESERVED.

11.2 RESERVED

11.3

11.4 evidence of satisfactory completion of Work;

11.5 all Information required under the Agreement; and

11.6 Return of all property or information provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Consultant a certificate or other written acknowledgement of partial completion. Upon the issuance of such certificate or other written acknowledgement, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Consultant therefrom. The issuance of a certificate of partial completion or other written acknowledgement will not release Consultant from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Consultant will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Consultant. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Consultant promptly after written notice from Owner to Consultant 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.

REDACTED

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 Consultant, Owner may terminate the Agreement without any liability being owed thereby by Owner to Consultant, in the event of the occurrence of any of the following:
14.1.1 insolvency of Consultant;
14.1.2 filing of a voluntary petition in bankruptcy by Consultant;
14.1.3 filing of an involuntary petition in bankruptcy against Consultant;
14.1.4 appointment of a receiver or trustee for Consultant;
14.1.5 execution by Consultant 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 Consultant that, in Owner's commercially reasonable opinion, may interfere with Consultant's ability to perform in accordance with the Agreement;
14.1.7 Consultant 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; or
14.1.8 Owner fails to remit undisputed payment as required under Section 3 of this Agreement and such failure is not cured within thirty (30) days of Consultant's written notice to Owner.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant other than payment for services rendered in accordance with the Agreement, upon giving Consultant written notice of default and allowing Consultant a period of ten (10) 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, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of Consultant.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Consultant relating to the Work, and Consultant 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 Consultant 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 thirty (30) days' prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner's notice. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant 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. Consultant 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, Consultant 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 Consultant under the Agreement.

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15.2 Upon Owner's request, Consultant 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 Consultant relating to the Work for which Owner has made payment, and Consultant 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 Consultant 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 will 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. Owner's Representative also has the 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 Consultant and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONSULTANT'S SUPERVISORY DUTIES.

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

17.2 Consultant shall efficiently and continuously supervise its Consultant Resources performing the Services or Work. Consultant shall be fully liable for the acts and omissions of Consultant Resources. Consultant shall provide an experienced, trained and competent supervisory staff throughout the course of the Work.

17.3 Consultant shall at all times enforce strict discipline and good order among Consultant 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 that Consultant remove and replace (at no cost to Owner) any person determined by Owner in its reasonable discretion, as evidenced by such person's conduct, performance or lack thereof, to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

17.4 In the event Consultant Resources are given access to any of Owner's computer systems or equipment or Owner Information (including, without limitation, Owner's Confidential Information), Consultant agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Consultant further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems and procedures approved by Owner and compliant with Owner's IT Security Requirements and applicable Law. Consultant agrees to cause its Consultant 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, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources. Owner's requests and/or reviews concerning any Consultant 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 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

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17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES.** In addition to the requirements of Section 17.5, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources that were former employees of Owner or any of its Affiliates, that Consultant desires to assign to provide Services on behalf of Consultant and/or any Subcontractor at least three (3) Business Days prior to those Consultant Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Consultant 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 Consultant 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 Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant 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 Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall include all Agreement provisions related to any subcontracted Work in the written agreement between Consultant and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Consultant 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 Consultant terminate any subcontract and remove any Consultant 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 Consultant shall not allow access to the Site(s) or any portion thereof under the control of Consultant by any person not acting under the direction and control of Consultant, other than Owner, Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 RESERVED

20. COMPLIANCE.

20.1 Consultant and Consultant 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 Consultant and Consultant shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Consultant's noncompliance with this Article 20.

REDACTED

20.2 Consultant and Consultant 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 **RESERVED.**

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Consultants and their Consultant 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. Consultant'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 RESERVED.

20.6 Applicable to Work or Services requiring the processing the personal data of Connecticut Residents, compliance with the Connecticut Consumer Data Privacy Act.

20.6.1 To the extent that Consultant processes any personal data of customers of Owner that are Connecticut residents, Consultant agrees to comply with the Connecticut Consumer Data Privacy Act, Public Act No. 22-15, ("CTDPA") available at: https://www.cga.ct.gov/2022/act/Pa/pdf/2022PA-00015-R00SB-00006-PA.PDF

20.6.2 Limited Use of Personal Information. At all times during the term of the Agreement, Consultant shall collect, access, use, disclose, process or retain Personal Data solely for the purpose of rendering the contracted services to Owner and not for any other purpose. In no event shall Consultant sell any Personal Data to any third party. Consultant shall not share or otherwise disclose any Personal Data to any third party except as is necessary to provide services to Owner and provided Owner has been notified and has consented in writing to such disclosure.

20.6.3 Assistance by Consultant. Consultant shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined in section 36a-701b of the general statutes, of the Consultant's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

20.6.4 Consultant Obligations. Consultant shall: 1) Ensure that each person processing Owner personal data is subject to a duty of confidentiality with respect to the data; (2) at Owner's direction, delete or return all personal data to Owner as requested at the end of the provision of services, unless retention of the personal data is required by law; (3) upon the reasonable request of Owner, make available to Owner all information in its possession necessary to demonstrate Consultant's compliance with the obligations of the CTDPA; (4) after providing Owner an opportunity to object, engage any subcontractor pursuant to a written contract that requires the subcontractor to meet the obligations of Consultant with respect to the personal data; and (5) allow, and cooperate with, reasonable assessments by Owner or Owner's designated assessor, at Owner's expense, or Consultant may arrange for a qualified and independent assessor to conduct an assessment of Consultant's policies and technical and organizational measures in support of the obligations of the CTDPA, using an appropriate and accepted control standard or

REDACTED

framework and assessment procedure for such assessments. Consultant shall provide a report of such assessment to Owner upon request.

20.6.5 Nothing in this Agreement shall be construed to relieve Owner or Consultant from the liabilities imposed on Owner or Consultant by virtue of Owner's or Consultant's role in the processing relationship, as described in the CTDPA.

20.6.6 Controller and Processor Relationships. The Parties acknowledge and agree that determining whether Owner or Consultant are acting as a controller or processor with respect to a specific processing of data is a fact-based determination that depends upon the context in which personal data is to be processed. If Consultant is not limited in processing personal data pursuant to Owner's instructions, or if Consultant fails to adhere to such instructions, Consultant acknowledges and agrees that Consultant is a controller and not a processor with respect to a specific processing of data. If Consultant continues to adhere to Owner's instructions with respect to a specific processing of personal data, then Consultant shall remain a processor. If Consultant begins, alone or jointly with others, determining the purposes and means of the processing of personal data, Consultant is a controller with respect to such processing and may be subject to an enforcement action under the CTDPA.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including among others 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 Consultant's forces at the Site to perform work not included in the Agreement. All Work performed by Consultant shall be undertaken in full cooperation with Owner's personnel or the personnel of other Consultants 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. Consultant's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Consultant represents that prior to commencing Work it has advised its forces of Owner'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 Consultant's execution and completion of the Work. Consultant agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Consultant from its obligation to independently assess the requirements of the Work.

22. RESERVED.
23. RESERVED.
24. RESERVED

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

25.1 Because Owner places such a high priority on safety, Owner requires all Consultants and their Consultant Resources to read, understand and comply with Owner's Safety Policy, available on the Eversource.com website. Consultant and Consultant Resources shall be instructed in, 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 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; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

25.2 Consultant shall establish and maintain safeguards, controls, work rules, or other measures to protect

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Owner's property that is placed under Consultant's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Consultant shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including among others 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 Owner's web-site. Consultant shall conduct safety briefings and job hazard assessments. Upon Owner's request, Consultant shall provide documentation, confirming Consultant'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 Consultant Resources during the performance of the Work on Owner's Site.

25.3 While performing all Work, Consultant shall, and shall ensure that Consultant 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. Consultant 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 RESERVED.

25.5 RESERVED.

25.6 For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant 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 Consultant 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 RESERVED

25.10 RESERVED

25.11 RESERVED

25.12 Consultant shall have obtained background checks, including without limitation identity verification, criminal background checks (federal, state and county checks for prior seven (7) years) and drug tests for all Consultant Resources prior to using such Consultant Resources to perform Work Consultant shall not assign Work to Consultant Resources that have any record of convictions (including any record since employment with Consultant) 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 RESERVED.

26. RESERVED.
27. RESERVED.
28. RESERVED.
29. RESERVED.

REDACTED

30. RESERVED.

31. INSURANCE BY CONSULTANT

As a condition to undertaking the Work, Consultant 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 Contract or Acceptance of all Work under the Contract, 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 [redacted] each accident, [redacted] each employee – disease, and [redacted] policy limit – disease.

31.2 Comprehensive or Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding coverage for Professional Liability but including coverage for Operations, Products and Completed Operations, Contractual Liability and Property Damage Liability with a combined single limit for Bodily Injury and Property Damage of [redacted] per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for three (3) years from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all non-owned, and hired vehicles, with a combined single limit for Bodily Injury and Property Damage of [redacted] per accident.

31.4 If applicable, Technology Errors and Omissions coverage for professional Services and products provided by Consultant, including coverages for intellectual property infringement and related risks, with limit of [redacted] per claim and annual aggregate, which coverage Consultant shall maintain in effect for a period of seven (7) years following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.

31.5 All policies contemplated in this Article 31 other than Workers' Compensation, Employers Liability and Technology Errors and Omissions shall be endorsed to include, Owner, its Affiliates and their respective directors, officers, employees and agents (including, Owner's Representative), as additional insureds using ISO additional insured CG 20 10 and CG 20 37 or equivalent coverage endorsements for the commercial general liability policy for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Consultant's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. Where not prohibited by law and except for Technology Errors and Omissions, the foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds.

31.6 Consultant shall provide certificates of insurance and copies of relevant additional insured endorsements and all applicable endorsements to Owner to evidence Consultant's insurance policies required within thirty (30) days of the award of any Contract but in no event later than prior to the commencement of any Work. Consultant shall ensure that its broker shall provide Owner with replacement certificates and relevant additional insured endorsements evidencing required insurance coverage at the time of renewal. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Contract.

31.7 Such insurance coverage affording additional insured status, shall be primary and non-contributory to any other coverage available to Owner or its Affiliates, and shall not be deemed to limit Consultant's liability under the Contract.

31.8 Consultant shall have and maintain in effect the insurances required by this Article 31 for the duration of the Contract and thereafter for any period of continuing contractual obligations, including Consultant's warranty obligations. In addition, Consultant and any Subcontractor whose scope of work may include technology professional services shall procure tail coverage (extended reporting period) through the applicable

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warranty period on each technology errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless Consultant's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.9 Consultant 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, Consultant 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 CONSULTANT.

To the fullest extent permitted by Law, Consultant shall be responsible for and shall indemnify, and shall defend and save Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (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 Consultant Resources or related to the Work or Consultant's obligations under the Agreement Documents. Consultant 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 Consultant's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

33.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its 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) Consultant 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 Consultant 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, Consultant 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. Consultant agrees to use Owner's Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only, and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. Consultant also agrees to comply with all other applicable state, federal and local laws, regulations, codes and policies regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws C93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

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34.2 Consultant shall give immediate notice to the Owner of any incident that may cause Owner Confidential Information to be disclosed or otherwise used in an unauthorized manner. Such immediate notice shall be given first by telephone and shall be followed by a more complete written notice to be sent by express mail overnight courier by the close of business on the day that the incident took place and capable of delivery on the day following the date of the notice. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure / use, the measures taken and to be taken to retrieve and restore the Confidential Information and/or to otherwise prevent the unauthorized use or disclosure of the Confidential Information.

34.3 If Owner, within one hundred eighty (180) days of receipt of Consultant's Confidential Information, disputes the proprietary nature of such Information by written notice to Consultant, the parties shall consult to resolve such dispute. In the event that the parties are unable to resolve such dispute after an initial consultation, the Parties shall proceed to mediation and, if necessary, arbitration pursuant to the terms of Section 39 hereof.

34.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the 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 Consultant'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 Consultant prior to disclosure and, at Consultant's sole cost and expense, cooperate in any effort by Consultant 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 Consultant's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.5 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; (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 or (e) if such Party independently discovers or develops such Information..

34.6 Consultant shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

34.7 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.

34.8 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Consultant. Within fifteen (15) days of receipt of such notice, Consultant 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, Consultant 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.

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34.9 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

35. WARRANTY.

35.1 Services Warranty.

35.1.1 Consultant warrants that any Services performed or provided by, through, or on behalf of Consultant as part of or in connection with the Agreement shall (i) be performed by Consultant 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, through, and/or on behalf of Consultant fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Consultant 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 Consultant hereunder or otherwise any amount owed by Consultant to Owner under this Article 35.

35.1.3 RESERVED

35.2 Supplier Warranties
Consultant 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. Consultant warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 RESERVED

35.5 Performance Metrics and SOW Warranty. Consultant warrants that it shall complete the Work in accordance with the Performance Metrics attachment and Statement of Work. If the Work or Services fail to meet Performance Metrics and SOW due to causes attributable to Consultant or Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to Performance Metrics and SOW, including but not limited to the following measures: placing Consultant Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Consultant's resources and obligations to ensure that the Work is completed in accordance with Performance Metrics and SOW.

35.6 Additional Warranty Provisions.

35.6.1 **RESERVED**.

35.6.2 Owner shall notify Consultant in writing of any breach of warranty.

35.6.3 **RESERVED**.

35.6.4 **RESERVED**.

35.6.5 Corrective Work performed by Consultant 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.

REDACTED

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

35.6.7 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 Consultant shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Consultant. Consultant 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 Consultant's obligations to Owner hereunder.

36. LIMITATION OF LIABILITY.

36.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EITHER PARTY'S LIABILITY UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL NOT EXCEED THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT OVER THE TWENTY-FOUR (24) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR [redacted] PAID BY OWNER WITH RESPECT TO THE WORK.

RESERVED.

36.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER 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 CONSULTANT'S WORK UNDER THE AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT RESOURCES IN CONNECTION WITH THE AGREEMENT EXCEPT TO THE EXTENT CAUSED BY OWNER"S NEGLIGENCE.

36.4 The parties understand and agree that the liability of Consultant 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 CONSULTANT".

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. RESERVED.

39. DISPUTE PREVENTION & RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

39.1 **Dispute Prevention Process**. The parties shall attempt in good faith to prevent any conflict,

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disagreement or misunderstanding arising out of or relating to this Agreement (a "Potential Dispute") from becoming a Formal Dispute, as defined in 39.3 below, through timely discussions and negotiations between persons with direct responsibility for administration of this Agreement ("Agreement Administrators"), who shall be identified by each Party and communicated to the other at the outset of the Work, and be kept current through the term, of the Agreement. The Agreement Administrators shall meet at mutually acceptable times and places within ten (10) Business Days after a Party's initial notice to the other of a Potential Dispute, unless otherwise agreed, to attempt to prevent the Potential Dispute from becoming a Formal Dispute.

39.2 **Escalated Dispute Prevention Process**. If direct discussions and negotiations between the Agreement Administrators do not resolve the Potential Dispute within five (5) Business Days after their last meeting, discussion or negotiation, or if for any reason the Agreement Administrators do not meet in accordance with 39.1, either Party may give the other written notice of its intent to escalate the Dispute Prevention Process ("Dispute Prevention Escalation Notice") to executives with authority to resolve the potential dispute and who are at a higher level of management than the Agreement Administrators ("Designated Executives"). The Dispute Prevention Escalation Notice shall include a summary of that Party's position on the Potential Dispute, its proposed solution, and the name and title of the executive who will represent that Party during the escalated dispute prevention discussions and negotiations. Within five (5) Business Days after delivery of the Dispute Prevention Escalation Notice, unless otherwise mutually agreed, the receiving Party shall respond with a summary of that Party's position on the Potential Dispute, its proposed solution, and the name and title of the executive who will represent that Party during the escalated dispute prevention discussions and negotiations. The Parties' Designated Executives shall meet at mutually acceptable times and places within ten (10) Business Days after receipt of the Dispute Prevention Escalation Notice, unless otherwise mutually agreed, to attempt to prevent through discussions and negotiations, the Potential Dispute from becoming a Formal Dispute.

39.3 **Dispute Resolution Process**. Any Potential Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof not resolved by direct discussions and negotiations between the Designated Executives within ten (10) Business Days after their last meeting, discussion or negotiation, or if for any reason the Designated Executives do not meet in accordance with 39.2, may be considered by either Party as a "Formal Dispute" by notifying the other Party ("Dispute Resolution Notice") thereby commencing the Dispute Resolution Process. The first step of the Dispute Resolution Process is mandatory mediation under the then-current CPR Mediation Procedure with a mediator selected from the CPR Panels of Distinguished Neutrals, unless the Parties mutually agree otherwise.

39.4 **Information Requests/Confidentiality**. The Parties agree to cooperate with respect to reasonable requests for non-privileged documents made by one Party to the other that are relevant and material to the outcome of a Potential Dispute or Formal Dispute, and for which the requesting Party has a demonstrable need to enable it to present its position regarding the Potential Dispute or Formal Dispute under 39.1 through 39.3. All documents and information provided in connection with a Potential Dispute or Formal Dispute under 39.1 through 39.3shall be deemed "Confidential Information" pursuant to Article 34. All discussions and negotiations in connection with a Potential Dispute or Formal Dispute under 39.1 through 39.3 shall be treated as compromise and settlement negotiations under the applicable rules of evidence.

39.5 **Escalated Dispute Resolution Process**. Any Formal Dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved at the first step of the Dispute Resolution Process in 39.3 within thirty (30) days of the last mediation session, unless the Parties mutually agree otherwise, shall be escalated and finally resolved by mandatory binding arbitration in accordance with the then-current CPR Administered or Non-Administered Arbitration Rules, unless the parties otherwise mutually agree to arbitration in accordance with the then-current CPR Fast Tracked Administered or Non-Administered Arbitration Rules or under another provider's arbitration rules or process.

39.6 **Arbitrators; Arbitrator Selection**. Unless otherwise agreed, Formal Disputes shall be decided as

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follows: (i) by a sole arbitrator in cases in which the stated amount of the claim or counterclaim does not exceed [redacted] exclusive of interest or costs, selected in accordance with Rule 5.3 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases; and (ii) by three arbitrators in cases in which the stated amount of the claim or counterclaim exceeds [redacted] exclusive of interest or costs, selected in accordance with Rule 5.4 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases. Unless otherwise agreed, any arbitrator not appointed by a party shall be a member of the CPR Panel of Distinguished Neutrals ("CPR Panel")

39.7 **Venue, Jurisdiction**. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Unless otherwise mutually agreed to by the parties, the Place of Arbitration shall be, at Owner's option: Hartford, Connecticut; Manchester, New Hampshire; or Boston, Massachusetts. The parties hereby consent to the exclusive jurisdiction of the state or federal courts of the Place of Arbitration 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.

39.8 **Compelling Dispute Resolution.** If a Party refuses to participate in either the first step (mandatory mediation) or the second step (mandatory arbitration) of the Dispute Resolution Process as required by this Agreement, the other Party may petition any court or governmental authority having proper jurisdiction for an order directing the refusing party to participate in the specific step of the Dispute Resolution Process. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party.

39.9 **Efficiency, Disclosure of Documents and Presentation of Witnesses**. Each party will proceed in good faith to conclude the arbitration proceeding as quickly, efficiently, and cost-effectively as reasonably possible. The disclosure of documents and information, including electronically stored information, in connection with the Escalated Dispute Resolution Process shall be implemented by the arbitrator(s) consistent with the CPR Protocol on Disclosure of Documents and Presentation of Witnesses in Commercial Arbitration ("CPR Protocol"), and, unless otherwise mutually agreed, in accordance with Mode C in Schedule 1 and Mode B in Schedule 2 to the CPR Protocol, with no more than five (5) designated custodians. Unless proceeding by agreement under the CPR Expedited Arbitration Rules, the arbitrator(s) may consider early disposition of claims, counterclaims, defenses and other issues consistent with the provisions of Rule 12.6 of the CPR Administered Arbitration Rules. The parties and/or the arbitrator(s) may propose settlement negotiations and/or mediation during the proceeding consistent with Rule 21 of the CPR Administered Arbitration Rules.

39.10 **Awards, Damages & Costs, Contract Performance**. 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) is (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, Consultant shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Potential or Formal Dispute between the parties. Nothing herein shall prejudice, impair or otherwise prevent a party from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

40. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable Law, Consultant 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.

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Owner may assign this Agreement to any Affiliate of Owner. Consultant 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 Consultant, upon discovering that Consultant 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, Consultant or the Consultant'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 Consultant's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Consultant 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. Consultant 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. Consultant 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 Consultant'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 Consultant'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. Consultant 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. Consultant 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

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and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Consultant shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Consultant 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 Consultant 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 Consultant'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 diverse suppliers such as 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. For all Work awarded to Consultant 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, 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.

47.2 In addition to the foregoing, Owner has a Supplier Diversity Program that supports diverse suppliers for Work performed for Owner that include SDB, WOSB, SDVOSB, VOSB and HUBZone, as well as other diverse suppliers, including, without limitation, Disadvantaged Business Enterprises (DBE), Disability Owned Business Enterprises (DOBE), Lesbian, Gay, Bisexual, Transgender Business Enterprises (LGBTBE), Alaskan Native Corporation (ANC).

47.3 Consultant shall be required to submit data and/or subcontracting plans regarding Consultant's utilization and intended utilization of diverse suppliers during the term of the Agreement for such work as directed by Owner's Supplier Diversity Program Manager. For any questions, please contact: [redacted]

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 (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, Consultant shall furnish the Owner, the Consultant's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal

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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 Consultant and shall be reviewed annually by an independent certified public accountant hired by Consultant. All such non-public financial information shall be considered Consultant's Confidential Information.

51. PERFORMANCE ASSURANCE.

51.1 Owner may require prior to the signing of the Agreement that Consultant 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, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Consultant shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance at the time of the Agreement but shall not include any cost performance assurance due to Consultant noncompliance.

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.

Consultant warrants and represents to Owner that neither it nor its Consultant 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. Consultant 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 Consultant offers any such gifts, payments or inducements. Consultant also represents and warrants to Owner that it and its Consultant 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.

Consultant 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

Consultant shall disclose to Owner any potential conflict of interest between Consultant and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Consultant who has business or non-business relationships with Owner employees who can make decisions impacting Consultant's business; 2) Owner employees or their family members who have an ownership interest in Consultant's business; or (3) Consultant 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 Consultant who performs Work.

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.

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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, without limitation, all of Consultant'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 Agreement shall be binding upon the parties unless made in writing and signed by both parties.

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Exhibit B
Special Terms and Conditions
Call Handling Services
December 2024

A. Audits and Compliance

a. Regulators perform random CSR call audits, including, without limitation, listening for both content and context to determine if information is being appropriately conveyed to customers in compliance with the approved CSR call script and communications requirements. For example, some customers are reluctant to engage with the CSRs regarding the hardship prequalification procedure, so it would be appropriate to explain hardship benefits to those customers at the beginning of the call to encourage customers to complete the questions; other customers, however, willingly answer the hardship prequalification questions and it would be more appropriate to explain hardship benefits to those customers in more detail.

b. All Consultant Credit CSRs must complete Diversity and Inclusion, Soft Skill and refresher training and the Consultant services performed must comply with the script preapproved by regulators and all related communication requirements.

c. Consultant will be responsible for all penalties and costs related to any noncompliance with the foregoing, including, without limitation, any notices of violation or financial penalties to Eversource.

B. **Additional Insurance Requirements:**

a. **Crime Insurance/Employee Dishonesty Insurance**: Consultant shall provide Owner with commercial crime insurance, also known as employee dishonesty insurance, covering Owner as a loss payee against theft of money or other Owner property by a Consultant's agent or employee as well as coverage for forgery and fraud, in amounts of $[redacted] per occurrence. Owner shall be included as a Loss Payee as provided in the Insurance section of the General Terms and Conditions.

b. **Cyber Liability/Technology Errors and Omissions Insurance:** Consultant agrees to purchase and maintain throughout the term of this Agreement Cyber Liability/Technology Errors and Omissions Insurance covering liability for intellectual property infringement, and data protection for financial loss resulting or arising from negligent acts, errors, or omissions, in connection with the services provided under this agreement including:

   i. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
   ii. breaches of security;
   iii. violation or infringement of any privacy right, breach of federal, state, or foreign security and/or privacy laws;

REDACTED

iv. data theft, damage, destruction, or corruption, including but not limited to, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on a third party with a limit of [redacted] each and every claim and in the aggregate.

Policy shall include coverage for costs of notification, compliance with state or federal notification laws, credit monitoring and other remediation and public relations expenses.

Such Cyber Liability/Technology Errors and Omissions insurance must address all of the foregoing liability caused by an employee of the Consultant in performing services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for three years (either as a policy in force or extended reporting period) after contract termination. The Consultant shall pay all costs and expenses within the deductible or self-insured retention, regardless of the number of losses.

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Exhibit C– Statement of Work

SOW Title	First (1st) Party Call Handling Services
Project Name	Statement of Work for First (1st) Party Call Handling Services
Governing Contract (or other applicable documents)	Cover Agreement CW2329012 (the "Contract" or "Agreement") between Eversource Energy Services Company ("Owner" or "Eversource") and Alorica Inc. ("Consultant")
Procurement Project Lead	Prescott Fields [redacted] or his designee
Eversource Project Manager/Contact	Berney Bhajjan [redacted] or his designee(s)
Term	January 1, 2025 – December 31, 2027
RFP#	DOC4533679075

This Statement of Work, effective the first day of January, 2025 (referred to as "SOW") is subject to and entered into pursuant to Cover Agreement CW2329012 dated December 20, 2024, between Eversource Energy Service Company (**"Eversource"**, "Owner" or "**ES**") and Alorica Inc. ("**Consultant**") collectively (the "Parties"). The specific provisions within this SOW demonstrate the scope of work being requested.

1. Project Overview

1.1 Project Name

Call Handling Services

1.2 Summary of the Project

The specific provisions within this SOW demonstrate the scope of work being requested for the handling of inbound first party calls for electric and gas utility customers.

The Consultant is expected to provide exceptional call handling performance while also delivering within service level requirements; adhering closely to Eversource established policies, practices, procedures, and guidelines and in compliance with all pertinent Federal and State Regulatory Requirements; and authentically representing Eversource's values and culture as further defined herein.

Consultant Customer Service Representatives ("CSR" or "Agent" or "Agents") will respond to, and at times initiate, Customer Care calls on behalf of Eversource in Consultant 's designated location. Consultant 's Work or Services shall include, but not be limited to, providing complete, accurate, and high-quality assistance, transactional support, and advice to Eversource customers for both inbound and outbound calls. Work includes the timely and accurate phone support for ES customers, including foreign language customers, requesting the following transactions: account balance or payment posting inquiry; payment reporting; due date extension; payment plan creation, revision, and deletion; assessment and collection of security deposits; handling of customer account protection claims, payment processing; customer education on policies, special programs, regulations, and financial assistance options; processing transactions to re-establish service following disconnection; assisting callers with web transactions, when necessary; redirecting of customers back to Eversource when appropriate and necessary; and proper escalation of calls when necessary. From time to time, Eversource may require telephone support regarding the handling of electric outage calls during outage events, as further described in Exhibit 6 Outage Support.

REDACTED

The Consultant shall provide the necessary labor, supervision, training, coaching, workforce management, quality assurance assessment, equipment, and materials to support inbound telephone contacts fully and completely from Eversource's customers as well as those resources necessary to fully and completely support outbound dialing efforts including all necessary disaster backup and recovery ("DBAR") equipment, personnel, and facilities.

Consultant 's Agents shall perform Services on Eversource's phone systems in accordance with this SOW. Eversource agrees to provide access for Consultant to retrieve required phone report data to manage performance. Consultant shall provide any other reports or analysis to Eversource on Eversource's request.

All Services performed by Consultant will be conducted exclusively in the name of Eversource in accordance with the Work Standards provided by Eversource. Consultant will provide a level of transparency in communication to an Eversource consumer that is acceptable to Eversource, at its sole discretion.

Provider shall endeavor to provide prompt, courteous service to Eversource's customers and shall perform in full compliance with all Eversource's standard operating procedures. Provider's performance approach will 1) encourage full payment, 2) establish payment arrangements, when necessary, 3) facilitate and increase cash recovery in accordance with the requirements set forth within the Agreement; and 4) strive for continuous improvement in quality.

1.3 Current State

The current environment is as follows:

Call handling in the Eversource environment is handled internally across three (3) customer call centers for Residential customer accounts and by a third-party vendor for customer accounts. These workstreams are further delineated by their service territory, Connecticut ("CT"), New Hampshire ("NH"), Western Massachusetts ("WMA"), and Eastern Massachusetts ("EMA"). Customer data is housed across four (4) customer information systems for the handling of all Residential and Commercial customers.

The specific provisions within this SOW demonstrate the scope of work being requested for the handling of inbound first party calls for electric and gas utility customers. Eversource utilizes two customer information systems to serve its customers: an SAP Customer Information System Eversource has named Omni and the Legacy Customer Information System Eversource has named C2.

1.4 Future State

The goal for the future state is as follows:

Eversource's current environment will remain active. The Consultant will set up their environment like the Eversource environment, delineating workstreams by Residential and customer accounts.

External Consultant Resources will respond to, and at times initiate, customer calls on behalf of Eversource. The Company is planning for a fixed period currently estimated to be three (3) year, during which Consultant Resources will be needed to support anticipated increases in workload.

2. Project Schedule & Deliverables

As further described within **Exhibit 1 – Project Milestone Schedule**, Consultant shall develop a detailed Project Plan including the following specifics:

- Project plan that delivers complete support by expected Full-Service start date ("Day 1")

REDACTED

- Mutually agreed upon telephony and systems technology plan.
- A system and application access/security plan.
- Testing plans for all systems and redundancies.
- A knowledge transfer plan.
- Plan for the hiring and training of all initial project management, supervisory, support, and Consultant Resource resources to support full service go live on Day 1.
- Daily staffing plans, ramp up staffing plan.
- Quality assurance services plan.
- Mutually agreed upon timeframes to accomplish goals.
- Any other plan(s) necessary to facilitate successful transition and management of Work/Services against agreed upon terms.

A Transition Process shall be defined to provide a framework and more specifics to the above overview. Service Transition Phase specifics and timeline shall be defined in advance of beginning or ending the transition.

The project will be implemented with the milestone schedule outlined in Exhibit 1 – Project Milestone Schedule, at the end of this document.

3. Project Responsibilities

This section articulates the roles and responsibilities of Consultant and Eversource throughout the project as specified in this SOW.

3.1 Consultant Responsibilities

3.1.1 Consultant will be responsible for the following:

Responsible for the quality and on-time delivery of all Consultant Services and Deliverables and to support efforts of the Eversource's Vendor Manager(s) to achieve targeted schedule and business objectives.

3.1.2 Call Handling and Support Services

- Conduct professional and accurate inbound and outbound call support, process system transactions, provide advice or instruction, and make account notes or actions in support of customers, etc. as mutually agreed upon.
- Consultant's hours and days of operation in support of Services shall generally be:
  - 8:00AM – 6:00PM Eastern Prevailing Time, Monday through Friday

    Eversource to have the ability to transfer calls to Consultant from internal contact centers until 6:15PM Eastern Prevailing Time.
- Additional hours by agreement of the Parties. The call center Operations will be closed on Saturdays and Sundays and on days Eversource observes as holidays. Please refer to **Exhibit 6 2024 Holiday Calendar**. 2025 Holiday calendar will be made available to Consultant no later than January 1, 2025.
- These hours may fluctuate, and all staffing levels are subject to change at Eversource's sole discretion upon thirty (30) days' prior written notice to the Consultant when possible. In instances where thirty (30) days' notice is not possible, the Parties will discuss the options and come to mutual agreement on the solution. Eversource will communicate changes to call drivers as soon as they are known.

3.1.3 Workforce Management and Staffing

Maintaining appropriate staffing levels and performing to Eversource service level requirements shown below shall be the responsibility of the Consultant.

REDACTED

Service level: 70% of calls answered in 120 seconds.

- Provide dedicated English/Spanish bilingual representatives' equivalent to ten (10) to twenty-five (25) percent (%) of the total number of representatives. All other foreign language calls shall utilize the Consultant's interpretation services. English Speaking Agents will not be skilled to take Spanish calls once the 25% threshold is met.
- Hire and train enough phone Consultant Resources for the project to ensure the required daily on-phone staffing requirements are met despite planned absence, attrition, training, coaching, communication, etc.
- Staffing levels maintained shall be adequate to deliver service requirements. Consultant shall determine the monthly resource plan. Both Parties agree to meet regularly to discuss the process and methods used for forecasted call volumes, average handle time (AHT), shrinkage, occupancy, and turnover. Appropriate staffing is the responsibility of the Consultant. Both Parties will work together to assess projected call volumes in advance so that any required hiring can be done.
- To handle increases in volume significantly above forecasts, Consultant will deploy creative resource allocation processes including the following methods, as mutually agreed upon:
  - Phase 1: Short-term Increases
    - Increase work hours of part-time consultants.
    - Call in consultants to report earlier than their scheduled shift start time.
    - Deploy supervisors and coaching specialists to work during spikes.
    - Schedule overtime for consultants currently working and if needed, call in consultants who are scheduled to be off.
    - Contact on-call consultants to work. This list is maintained by each manager to document consultants who volunteer to be "on call" in case of an emergency or when unexpected volume spikes occur.
  - Phase 2: Long-term Peak Processing Solution
    - Cross-train Consultant Resources from similar programs.
    - Work with ES to alter forecasts and then follow recruiting and training processes to upgrade staff.
- Understand ES business objectives and regulatory requirements as provided to Consultant by Eversource; use the information to guide projected staffing decisions.
- Provide workforce management services (forecasting, scheduling, real-time adherence monitoring, etc.) in accordance with Eversource call handling standards described herein this SOW and the related training material.
- Monitor daily attendance and adherence of Consultant Resources, ensuring Workforce Management systems are updated efficiently and accurately as determined by ES.
- Monitor Consultant Resource groups and call volumes.
- Manage Consultant Resource schedule adherence and attendance.
- Provide daily performance updates and reporting as determined by Eversource.
- Take actions (e.g., penalties, incentives, earlier start times) to ensure phone Consultant Resources are ready to take calls when needed.
- Real-time Adherence Monitoring: Utilizing Eversource platform, Consultant's WFM Real Time Analyst (RTA) is responsible for monitoring the following:
  - Performance Management – Monitor using the Eversource's WFM platform as well as ACD tools.

REDACTED

- Management of Agents across multiple Transaction Types (Inbound Calls/Outbound Calls/Virtual Supervisor Support)
  - Agent Activity Management - Monitor Agent Activities based on thresholds set for the program and communicate to Operations any deviations via the communication channels established.
  - AUX or Off Phone Activities such as Breaks, Meetings, Coaching, Trainings, etc.
  - In-call Activities such as Talk Time, Hold Time, After Call Work, etc.
  - Out of Adherence Activity (i.e., unauthorized early outs, early breaks, system issues, etc.)
  - FTE Load Balancing & Strategy Formulation with Operations – Addressing Over/Under Staffing
  - Tool & Site Outage Notification & Escalation
  - The WFM Real Time Analyst (RTA) will communicate with Operations through web chat, email, or open phone bridge.
- Consultant shall keep Eversource informed of staffing changes as they occur. Consultant will provide written communication (via email) when increasing or decreasing staffing levels.
- Consultant shall provide staffing and scheduling requirements when requested by Eversource.
- Both Parties will work together to ensure all aspects of WFM are being managed appropriately.

3.1.4 Training

- As further described within this SOW, Eversource has several training materials which must be clearly understood by Consultant Resources to properly provide Services to Eversource customers. This training and a specific familiarity with Eversource systems necessary to document Eversource compliance may be required by regulatory or legislative decisions and are subject to change. Eversource's goal is to ensure Customer calls are properly addressed, resulting in a positive customer experience, while managing and reducing the time associated with accurately conveying pertinent information and efficiently addressing customer's inquiries.
- Consultant shall provide Eversource ongoing assessments of its Consultant Resources' performance and educational needs and manage the scheduling of agreed upon Eversource training necessary to maintain service levels. A copy of Eversource-approved Training Materials shall be made available by Trainer Consultant Resources to Consultant Resources. When making, or receiving Eversource calls, Consultant Resources shall have the training materials and any associated reference guide(s) available to ensure appropriate protocols are followed and the call is completed quickly and accurately according to the training. Eversource has sole discretion to determine final Eversource training materials and to resolve any dispute or discrepancy with the final delivery or accuracy in the delivery of the Services to Eversource Customers. Upon receiving any new training or training updates from Eversource, Trainer Consultant Resources shall coordinate with Eversource to train Consultant personnel in a timely manner to perform these tasks as further described herein and in accordance with Eversource Work Standards. Additional functions may be required as business processes evolve and/or system changes occur. As solely determined by Eversource, changes to Work functions will be communicated to Consultant Resources in a timely manner and appropriate training materials provided by Eversource.
- Trainer Consultant Resources shall attend Eversource-hosted Train-the-Trainer sessions to fully understand Eversource systems, procedures, and requirements necessary to efficiently manage and train Consultant Resources to effectively adhere to Eversource specific Work requirements and attain consistent proficiency with said Eversource systems, processes, and procedures.
- Become proficient in deploying Eversource training and Consultant training.
- Run and complete Eversource training classes or refresher training sessions as applicable.
- Within a reasonable time, provide Consultant Resources with any Eversource provided updates to the policies/processes/procedures/quality standards, etc.

REDACTED

- Consultant shall continue to employ training and development programs ranging from the Consultant Resource level through trainers and upper management. In support of training requirements, Consultant's training program will employ dedicated trainers with deep industry-specific, contact center knowledge, SAP for utilities experience, and broad training experience.
- Consultant's dedicated program management team (Consultant's Representatives), in conjunction with its training Consultant Resources, shall continually update materials and resources, as provided by Eversource, and conduct recurring training as necessary to ensure Consultant meets or exceeds Eversource program requirements.

Consultant Resource Training

- New Hire Training for Consultant Resources supporting Eversource programs will consist of basic system navigation, survey call handling, training followed by a period of skill reinforcement exercises. Only upon Consultant final review and approval shall Consultant Resource be deployed to support Eversource.
- Training shall be billed at the applicable hourly rate at the time of new hire. Billable training shall include the costs of Consultant Resources during new hire training and training resulting from ramp staffing, up-staffing to meet call forecast trends, up-training for new product or other up-training where formal Consultant Resource training is requested / required by Eversource. Consultant will not bill Eversource for any attrition-related training.
- The Consultant Resources training shall be focused on providing every Consultant Resource with the tools necessary to work with the Eversource customer in a consultative manner to resolve the problem, to show empathy for the clients' situation, and to comply with all Eversource survey guidelines and state Eversource regulations.
- For any required attrition back-fill classes, Consultant shall conduct all systems training and basic survey methodology before deploying the fully trained and capable Consultant Resources into a nesting environment where the Consultant Resource shall begin to take Eversource calls for a period of no less than five (5) days or at Eversource's sole discretion before they are absorbed into the various work groups assigned to the Eversource program. The nesting environment will combine call taking experience with substantial additional supervisory support (5:1 Consultant Resource to support personnel ratio), where necessary, to help the Consultant Resources with some of the more challenging call types, enabling them to become comfortable with the use of the systems. During the nesting period, Consultant Resources should be provided the opportunity to periodically meet with the training class for small periods of time in order to discuss specific situations which were encountered while taking calls, to ask questions or to get clarification about the application of policies and procedures during certain circumstances, and to provide feedback that will be used to improve the training program for future classes.
- The CSR training curriculum should include Soft Skill and Eversource approved Diversity and Inclusion Training. All CSRs supporting Connecticut calls are mandated to go through a quarterly Eversource approved refresher training along with documented training participation.
- A typical training outline for an Eversource Consultant Resource shall include, but not be limited to, the following training modules:

Customer Services Skills

Listening and Empathy training.

- Understand the difference between hearing and listening
- Learn how to become an effective listener
- Understand why Effective Listening is a critical component of your skill set
- Expressing Appropriate Empathy
- Finding Customer Emotions: Translating Expressions

REDACTED

- Understand the Situation: Ask Questions for Clarity
- Explain the Solution: Provide Options for Resolution
- Listen Actively: To Show Sensitivity
- Effective Questioning Techniques

All training participants must demonstrate the knowledge, skills and abilities associated with general business competencies. Failure to effectively perform these competencies results in Consultant Resource disqualification from the program. The modules covered by training shall include:

- Introduction to Training
- Industry Specific Training
- Preventing Common Errors
- Mastering Short-term Memory and Note-taking
- Managing Sessions with Proper Protocols
- Code of Ethics
- Review and Session Mastery
- Aptitude to use and comply with Eversource customer account related systems, processes, and procedures
- Training Evaluation and Conclusion
- Candidate Evaluation and Screening

PCI/NPI Training

Handling Eversource's confidential and personal information securely

Client/Program Orientation – Consultant / Eversource Collaborative Program

This module is an introduction to Eversource (vision, mission, values). During this module, Eversource's expectations of the Consultant, Key Performance Indicators (KPIs), and Consultant Resource goals will be reviewed. This module is built with specific Eversource input and approval to ensure Consultant captures the Eversource culture and requirements.

Customer Satisfaction

- Customer Rights
- What Do Customers Really Want
- Develop customer focused personalized call opening
- Demonstrate call ownership
- Use empathy to improve customer connection
- Deliver differentiating customer service experiences
- Deliver Meaningful Close

Quality

- Call Monitoring Basics
- Key elements of Quality Customer service
- Call Handling
- Requirements for Every Call
- One Call Resolution
- Avoiding/Preventing Mistakes

Billing

- Bill Overview
- Understanding Charges
- Common Customer Disconnects

REDACTED

- Bill Problem Solving
- Resolution Options

Skills Integration Module (Structured Role Play)

Skills integration exercises shall be utilized throughout each module of the training process, to ensure learned concepts will be applied effectively in every Eversource customer contact situation.

- System knowledge and navigation
- Appointment documentation
- Proper use of correspondence
- Call listening and call handling
- Call Demonstration
- Graduation

Eversource Specific Training

- As part of Eversource Specific Training, both new Consultant Resources answering phone calls and support Consultant Resources (including but not limited to Supervisors/Leads, Managers, and Quality Assurance representatives) learn and master Eversource requirements in a combination of classroom training, CBTs (Computer Based Training), hands-on training, side-by-sides, teach-backs, and skill reinforcement exercises.
- To make sure that standards are maintained and improved upon, 100% of all calls shall be recorded for review by the Supervisor and by Eversource if they wish to do so. Eversource is responsible for all call recordings. Consultant's training shall be subject to Eversource requirements and procedures and shall be set up to accommodate those requirements and procedures.
- Prior to being fully deployed to support Eversource, each Consultant Resource shall complete at least eighty hours (80) hours of classroom instruction in Compliance, Expectations, Objectives, Regulation, System Navigation, and other Eversource business related training. Consultant Resources should also complete at least forty hours (40) of OJT (On Job Training Post), where consultant resources will take live calls and receive feedback for those calls before independently taking calls.
- In addition to learning Customer Care processes and procedures, Consultant Resources answering phone calls and support Consultant Resources shall also learn essential terminology, best practices, and protocols. Consultant Resources will learn to facilitate a complete and accurate flow of communication and familiarity and compliance with Eversource systems and procedural requirements provided.

3.1.5 Quality

- Provide Quality Assurance (QA) Program services in accordance with Eversource call handling standards described herein this SOW and the related training material by regularly monitoring live phone calls as well as calls recorded by the call recording system.
- Consultant shall have a QA monitoring process in place to ensure compliance with all Eversource practices, requirements, policies, procedures, and guidelines. All Consultant Resources deployed onto the Eversource project shall be evaluated per Eversource-provided standards. Consultant shall take a zero-tolerance approach to poor customer service or rude behavior.
- The QA Program shall be performed by dedicated and trained QA Consultant Resources who have successfully attended and completed all required training. These individuals will monitor calls and provide a minimum of four (4) written call summary feedback (discussed during Supervisor coaching sessions) per Consultant Resource per month. The number of calls monitored per Consultant Resource may vary depending on tenure and past performance but should not be fewer than four

REDACTED

(4). Supervisor monitored calls, over and above the four (4) call monthly minimum, are also to be a part of the overall quality reporting. All calls used for the QA Program shall include screen capture.

- Supervisors shall also monitor and provide feedback on calls both live and recorded. The QA Program shall be a 360-degree approach with feedback from training, quality, and leadership to ensure coordination across the Parties.
- If requested and as applicable, Consultant shall provide all information for the purposes of monitoring or auditing the Consultant QA Program or for Eversource to run a parallel QA Program.
- Eversource Feedback
  - Consultant will investigate all Service feedback, complaints, and commendations (praise) promptly, and its feedback process shall be regularly audited under and in accordance with its ISO 9001:2008 certifications or another mutually agreed upon standard.
  - Any time before, during, or after a call, Eversource can provide Consultant feedback, including complaints, for specific calls. Eversource will provide feedback it receives from customers or internal quality assessments to the contractor at any time. Feedback shall also be provided on any other aspect of Consultant's Service to Eversource.
  - If requested during a call, Eversource customer will be transferred to Consultant Resource's supervisor, who shall then take necessary and appropriate action. In the case of a formal complaint, Eversource will be notified by close of business on the date the complaint was received. Feedback will be provided to any individual Consultant Resources, as necessary. Consultant will maintain and provide to Eversource documentation on all feedback.

3.1.6 Manage performance to comply with Key Performance Indicators (KPIs).

- See section 4.4 Key Performance Indicators

3.1.7 Consultant Account Management:

- Eversource will be provided a dedicated Strategic Account Manager as a single point of contact for all account Services, from transition to ongoing account management. This Strategic Account Manager will maintain regular contact with Eversource Vendor Manager(s) or their designee(s) to identify opportunities for efficiencies, discuss activity and trends, and provide direct support and reporting to enhance Eversource's use of the Services. The Strategic Account Manager will review Service transition, facilitate staff training and/or re-training, review performance metrics, and work to resolve any performance issues. The Strategic Account Manager shall be assigned to work with the utility to ensure a fluid and successful partnership across all areas and leadership chains. The Strategic Account Manager shall be available during Eversource normal full-service business hours of operation. Strategic Account Manager or designee and Consultant management shall be engaged and support Consultant Resources when called upon to support Eversource.
- Managerial, Supervisory, and Support Consultant Resources:
  - Ensure supervisors and support team have close reporting and coaching relationships with phone Consultant Resources.
  - Require Supervisors to attend certain new hire training sessions for new hires (Consultant Resources with a tenure of < 90 days) to improve relationship building, assessment of Consultant Resources' development, and supervisory engagement.
  - Ensure new hire nesting model provides sufficient supervisory support and leverages skills of tenured phone Consultant Resources
  - Continually develop supervisory and support staff by having them periodically take live customer calls.
- Pro-actively communicate with Eversource team regarding attendance and performance concerns, providing insight and expertise.

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- Monitoring entire Eversource Account including but not limited to notifying Eversource immediately if Consultant encounters any unusual or unexpected situations impacting Eversource Customers such as: possible system or channel problems, unanticipated call volumes, letters sent to customers that were not anticipated, customer complaint trends, etc.
- Timely delivery of monthly invoicing and/or reporting. The Consultant must provide a proforma invoice by the tenth (10th) calendar day of the month. The Consultant must provide a final invoice with in five (5) business days after an Eversource audit of the proforma invoice review has been completed. Eversource will provide feedback within 10 business days of receiving the proforma invoice.
- Outside Regular Hours Support: Client Services
  - In addition to Consultant's dedicated assigned Strategic Account Manager, Eversource will have access to Consultant's Client Services team for any urgent matter outside the Regular Hours. Consultant's Client Services Team shall be dedicated to customers for all service needs, questions, issues, and resolutions. The Client Services Team on-call Manager or designee is accessible by phone for any urgent matter outside the Regular Hours.
- Review program performance daily. Coordinate / status day-to-day project activities.
- With the Eversource's Vendor Manager(s), conduct daily and ad hoc calibrations, weekly and monthly project status and performance review meetings (or as needed).
- Conduct comprehensive quarterly business reviews ("QBRs") to discuss performance and Eversource satisfaction. The purpose of the quarterly business review is to analyze a summary of the relationship over the past three (3) months, to develop plans and strategies for the future, to review and evaluate ongoing specific projects, and to discuss any upcoming strategic business initiatives.
- Notify Eversource's Vendor Manager(s) when unresolved issues threaten to impact the project schedule, cost, and or performance including but not limited to notification by Consultant and receiving approval from Eversource before stopping any agreed upon work activities.
- Review all Consultant Deliverables for delivery to Eversource.
- Identify project risks and assist in devising strategies for their mitigation or resolution; manage risks that are within Consultant control.
- Manage and communicate team schedules and commitments.
- Monitor project scope throughout the project to ensure project scope is controlled.
  - Utilize effective techniques to address customer inquiries.
  - Transfer customers who want to discuss processes other than those provided through training to the correct Eversource Customer Service Center through a mutually agreed upon transfer process.
  - Return all requests for Supervisor (escalated) calls in accordance with the following.
    - Consultant shall assume responsibility for managing all escalated calls (customer complaints) and agrees to handle them, including the closure of associated work tickets, as follows:
    - Requests for escalation will be answered by, returned, and managed by a Supervisory or Support Consultant Resource who is not a frontline Consultant Resource, such as a team lead, resolution specialist, QA specialist, supervisor, or trainer. These requests will be answered within a period not to exceed two (2) minutes. Both Parties agree changes from this plan will not be implemented without notification and consent from both Parties.
    - Requests for a supervisor call back shall be returned no later than close of business on the same day if a supervisor was unavailable at the time of the initial request.

REDACTED

- Advise Eversource immediately of any data, telephony, system access, or staffing issues which may impact the delivery or quality of the Work or Services provided to Eversource.
- Conduct targeted calling campaigns as directed by Eversource.

3.1.8 Consultant Resources

Consultant shall provide Consultant Resources qualified to perform the Work described herein.

- Consultant Resource's qualification process shall comprise several steps. Potential employees shall undergo an in-depth screening interview and Qualification Assessment process which will identify their aptitude to become a Consultant Resource in support of Eversource accounts.
- Consultant shall require all Consultant Resources to have earned a High School Diploma or equivalent.
- Successfully pass both pre-employment, drug tests and background/criminal activity screenings which screen for both arrests and convictions across multiple background check types: County Criminal Checks, Social Security Number Trace (Address History Search), E-Verify, and the Sex Offender Registry.
- Consultant Resources who fail to meet the requirements of other accounts that the Consultant is providing services to may not be moved to the Eversource account, unless mutually agreed to otherwise. Including failure of any background or criminal screenings while on other projects.
- Previous experience in Customer Service required. Customer Contact, or Collection Services preferred for call handling, but not required.
- Proficient in English Language (speaking, reading, and writing). If Consultant Resource is Spanish/bi-lingual, must be proficient in both English and Spanish (speaking, reading, and writing) and must pass English and Spanish language proficiency assessments.

  -Oral Proficiency assessments shall review the following aspects:
  -Pronunciation: clear and understandable
  -Syntax: proper grammatical arrangement
  -Fluency: smooth, minimal interruptions in flow
  -Listening comprehension
  -Terminology: breadth, accuracy, and relevance
- All Consultant Resources must be able to type a minimum of twenty-five (25) words per minute and have working knowledge of Microsoft Office products and 365 applications.
- Adhere to privacy guidelines and regulations.
- Ability to handle extended periods of high call volume.
- General professional knowledge, skills, abilities: financial acumen, financial analysis, diagnosis skills, proven success in contributing to a team, proven ability to work creatively and analytically in a problem solving environment, excellent leadership and interpersonal skills, high quality communication skills, ability to multi-task effectively, ability to plan and use time effectively, high level of flexibility, excellent soft skills and attitude, displays a passion for customer service, technical competence in Microsoft, windows and internet, motivated to improve personal technical skills, ability to follow instructions, ability to remain calm and courteous under stress, ability to work with a broad range of experience skills, good administrative and organizational skills, effectively articulate customer options, policies, and procedures, ability to utilize phone system including appropriate transferring calls.
- Ability to perform all Work efficiently and in accordance with all policies and procedures and all quality assurance standards.
- Effective survey skills, including listening, empathy, patience, even temperament, communications, compliance, flexibility, persuasion, and negotiation.

REDACTED

- Consultant Resource candidates shall agree to and sign the Consultant's code of ethics and confidentiality and compliance documents.
- Without diminishing Consultant's obligation to be primarily responsible for the acts and omissions of its employees, if Eversource reasonably determines that a Consultant employee who has significant contact with Eversource is not performing in a reasonably satisfactory manner, then Eversource shall give Consultant written notice to that effect, requesting that the Consultant employee be suspended or replaced, and stating the reason. Promptly after the receipt of such a request by Eversource, Consultant shall replace that Consultant employee as soon as reasonably practicable with a person of suitable ability and qualifications. Nothing in this provision shall be deemed to give Eversource the right to require Consultant to terminate any Consultant employee's employment; rather it is intended to give Eversource only the right to request that Consultant discontinue using a Consultant employee in the performance of the Work or Services for Eversource.
- Consultant shall make every effort to notify Eversource Vendor Manager(s) the same day, but no later than one (1) business day after Consultant Resource no longer works for Contract or is no longer actively deployed to support Eversource.
- On a monthly basis, or as staffing changes occur, Consultant shall provide a full list of assigned Consultant Resources working on Eversource accounts. This list shall include but not be limited to name and ID. If no changes are realized in any given month an updated list shall still be sent with a newly revised date stamp reflecting the current date.
- Subcontractors. At the sole discretion of Eversource, Consultant may utilize subcontractor(s) or supplementary provider(s) in performance of this SOW. Use of Subcontractors must be pre-approved in writing prior to deployment in support of Eversource Work. Consultant shall not utilize any Offshore Subcontractors in the capacity of providing Services to Eversource.

3.1.9 Adherence to minimum system requirements.

- As further described in Section 3.3, IT Requirements, Consultant will access Eversource systems via a mutually agreed upon Secured connection, to perform the Work described herein this SOW.

3.1.10 Adherence to minimum site and Business Continuity requirements

- As further defined within Section 3.3, IT Requirements subsection Business Continuity, any type of disaster-related calls shall be transferred or handled as mutually agreed upon by Eversource and Consultant.

3.1.11 Ensure the Consultant team has an adequate working environment.

- Conditions include, but are not limited to, an assigned and fully functional phone system, headset, computer, and desk set up for each Consultant Resource.
- Office or conference room space for Eversource's Vendor Manager(s) while on site.
- Partner with Eversource to map out critical and key performance metrics; develop a plan and tracking mechanism to meet these targets. Consultant will initiate all the necessary operational tools, processes, and performance management structure to drive results.
- During ongoing account management reviews, the Consultant shall also make notes of any deficient performance that, in its judgment, are sufficient to warrant correction. The Consultant shall formulate a report to Eversource detailing its findings, in summary form.
- Consultant shall be responsible for all Document Destruction requirements as further defined within the Contract and/or Non-Disclosure Agreement between the Parties.

3.1.12 Consultant Resource Privacy Policies, Procedures and Guidelines

- Consultant shall take appropriate measures to ensure that all Consultant Resources are advised of confidentiality obligations, particularly with respect to customer information, and have executed confidentiality agreements.

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- Consultant shall be required to provide all its employees access to the Federal laws and Regulations designed to protect the confidentiality of information obtained through the provision of services. The confidentiality standards and obligations set forth General Terms and Condition and Confidentiality Agreement apply equally, without exception, to all information obtained from all Consultant clients, and remain in effect without time limit, regardless of the employee's employment or contract status with Consultant.
- It is expressly agreed by Consultant that the provisions of Confidentiality shall survive the termination, for any reason, of the Contract and shall be binding on Consultant, its successors and assigns for the benefit of Eversource and its affiliated companies and their successors and assigns.
- Training on Consultant's confidentiality requirements shall include but not be limited to customer personal information. These requirements shall be included in the Consultant's new hire orientation for all new employees deployed to support Eversource Work. Consultant's Privacy and Confidentiality Policy shall clearly state that any violation of confidentiality will result in corrective action including termination of employment or termination of contract.

3.2 Eversource Responsibilities

3.2.1 Eversource will be responsible for the following:

- Generate User and Administration data elements required to support this SOW.
- Provide system access, initial system training and system training materials.
- Provide Consultant with Train-the-Trainer information necessary for Consultant to then train all deployed Consultant Resources successfully in Eversource specific requirements and procedures.
- Participate in system and training design and testing procedures as mutually agreed upon.
- Provide staff as is reasonably required to assist the Consultant.
- Provide reasonable access to Eversource management.
- If Consultant is on the Eversource ACD, provide access to mutually agreed upon reporting necessary for Consultant to provide service.
- Consultant and Client to meet weekly/monthly to discuss volume, AHT, shrink, occupancy etc. to decide the staffing need and adjust accordingly.
- Provide daily reporting required for Consultant Resource performance evaluation and building monthly invoice. Review and approve the project deliverables.
- Coordinate and oversee Consultant's work to be performed on Eversource's platform.
- Provide necessary facilities for on-site meetings and Consultant work area while on-site.
- Provide quality program evaluation form.
- Connection Process
  - Mutually agreed upon Consultant Processes shall be fully defined within the training documentation as well as ongoing Consultant Performance Reviews. Mutually agreed upon changes to steps and processes shall be incorporated as necessary in support of system and telephony requirements or other high-performance Consultant capabilities designed to support the Services.

4. IT Requirements

4.1 Data Exchange

Security Encryption and the method to exchange data shall be mutually agreed upon in advance of any such exchange. Should connectivity or data exchange methods be transitioned, the Parties agree to

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proceed according to Section 7.3, Change Management Process, Consultant shall draft a transition plan including the following.

- A system and application access security plan
- A ramp down plan.
- A call recording and screen capture transfer plan.
- What will Eversource pay for this change in method(s) if anything.
- What will be the timeframe; and
- Any other plan which Consultant and Eversource agree will become necessary to facilitate successful Transition.

4.2 Connectivity / Thin Client / PC Requirements

It is the Consultant's sole responsibility to supply Consultant Resources with equipment meeting and maintaining the minimum system requirements. The Consultant would need equipment capable of running Eversource's Citrix Client through VPN and associated browser to remotely access the Eversource Network and customer systems. For specific information regarding Citrix specifications and requirements, please refer to: https://docs.citrix.com/en-us/citrix-workspace-app-for-windows/system-requirements.html.

A minimum speed of 100-200 mbps is the optimal bandwidth to utilize Eversource's tools via Citrix/VDI. The Eversource VDI platform can support iGel endpoints if the bandwidth is consistent and maintains a minimum speed of 100-200 mbps.

Telephony connectivity will occur through the Eversource ACD platform. Consultant must have and maintain Thin Client for NICE MAX Agent softphone. For more information regarding specifications and requirements of NICE MAX Agent please refer to: https://help.nice-incontact.com/content/platformrequirements/platformrequirements.htm?tocpath=Platform%20Requirements%7CPlatform%20Requirements%7C_____0. Once at the site, select the Filter by Application, and go to Integrated Softphone.

Additionally, Microsoft Office would be required to access policies, procedures, training materials, etc. Supervisory and Support Staff Consultant Resources will need access to email. Dual monitors are required for all Consultant Resources.

4.3 Service Levels

The Parties agree calls for service will be responded to and resolved in accordance with the terms and conditions set forth below. Each Party shall provide the severity level of the problem to the other Party when it places a service call.

A. "Severity Levels 1 Problems (Critical)" means (i) the production system or environment, or a major portion of the systems or environment, is down resulting in an inability to login to the Programs or a major portion of the Program or (ii) a Severity 2 problem has remained unresolved for 48 hours; or (iii) a Severity 3 problem has remained unresolved for 96 hours.

B. "Severity Level 2 Problems" means (i) production system, or environment, or a major portion of the systems or environment is degraded, impeding critical business processing and/or causing disruption to normal production workflow; (ii) development is down, disrupting critical development; or (iii) a Severity 3 problem has remained unresolved for 48 hours.

C. "Severity Level 3 Problems" means non-critical production system, or environment, or a major portion of the systems or environment, is down, is degraded, or is experiencing problems.

D. "Severity Level 4 Problems" means non-critical production system, or environment, or a major portion of the systems or environment is degraded, or minor production problems and/or questions exist.

Both Parties shall use qualified technical personnel with the appropriate technical experience in the

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operation of the particular resolution of the problem.

Support: The Parties will provide telephone support 24 hours per day, 7 days per week for Severity 1 problems; 6:00 a.m. to 8:00 p.m. Eastern Prevailing Time, Monday through Friday for Severity 2 problems; and 7:00 AM to 7:00 PM Eastern Prevailing Time, Monday through Friday for Severity 3, and Severity 4 problems ("Support Time").
Resolution: Problem resolution is defined as a permanent fix.
Timeframe for Response: Each Party's service technician will respond to service calls as follows:

Severity	Response Timeframe (in accordance with the above referenced Support Time)
Severity 1	30 minutes
Severity 2	2 business hours
Severity 3	4 business hours
Severity 4	24 hours

If either Party reaches a recorded message when it makes the service call, the receiving Party must respond back by personal telephone call within the Response Timeframe to notify the other Party has received the service call and is working on a resolution. If either Party reaches a recorded message when it responds to the other Party with a resolution within any agreed upon Resolution Timeframe, the obligation of responding Party shall be deemed satisfied and the responding Party shall not be held further liable so long as the responding Party leaves a message with the resolution or otherwise sends the resolution within any agreed upon time frame.
Both Parties shall work as necessary to provide the other Party with a patch or adequate work-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 within the agreed upon Resolution Timeframe.

4.4 Consultant Data Center: Overview, Design, Storage, Access Control and Communications

- All calls will remain on the Eversource platform and secure Data Centers. Consultant will connect to Eversource using a secure Virtual Desktop Infrastructure (VDI).
- Data Security is critical when working with Eversource data, and a breach can have enormous consequences both for the Consultant and Eversource. Consultant should not only have extensive experience working with and protecting sensitive data, but it has also designed its infrastructure specially to address the necessity of keeping such data protected.

4.5 Network Data Integrity

- Consultant shall not capture or store confidential information related to Eversource or its customers. The Consultant system shall not be designed to be able to capture information such as bank account numbers, credit card numbers, or any private Eversource information. Consultant's data survey shall be strictly limited to call metrics (date, begin time, end time, service(s) requested, Consultant Resource assigned, notes, etc.).

The Eversource ACD platform will be leveraged for call recording data and QA requirements. No call recordings or screen capture should be captured or stored in Consultant systems or data centers.

5. System Services Availability

- Consultant System's Services Availability for a given calendar month is 99.9% or higher during Eversource business hours (see below), excluding Planned Maintenance as set forth herein this SOW.

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- Consultant shall ensure Consultant System Service Availability during Eversource normal business hours Monday through Friday 8:00 AM to 6:00 PM, or other business hours as determined by Eversource.
- Planned Maintenance such as security patches and upgrades shall be limited to periods of lowest customer use between 12 AM and 5 AM Eastern Prevailing Time. Consultant will provide Eversource with its maintenance schedule and will endeavor to pre-notify Eversource of any non-scheduled maintenance. Consultant will provide Eversource with at least 24 hours pre-notice for any planned maintenance.
- Reporting Consultant Down Time;

  Consultant will effectively and timely communicate with Eversource in relation to potential or real outages including but not limited to;

  - Consultant Resource's inability to take a call – All instances shall be reported to the Eversource representative within ten (10) minutes from occurrence.
  - System Issues – shall be reported through Eversource IT ticket process and further notified to Eversource via email within fifteen (15) minutes from first occurrence.
  - Scheduled Maintenance – shall be reported to Eversource no later than forty-eight (48) hours before planned occurrence. Additionally, Consultant shall complete testing on any and all affected systems with notification to Eversource no later than six (6) hours from scheduled Eversource business operations. Where possible, all system down time shall be limited to between the close of business Friday and 3 PM on Sunday.
- Consultant agrees to include within the Work or Services the following support and shall manage to the following Eversource requirements and processes.

  1) Acknowledge to Eversource immediately should Consultant realize any Cyber Attack or Invasion
  2) Basic Trouble shooting of incident will include sharing steps, and procedures taken
  3) Consultant to perform active monitoring and report on unsolved and unreconciled issues impacting business continuity
  4) Consultant must log "Incident Ticket" via their internal incident management process or open a ticket within Eversource Incident Ticket systems.
  5) All Severity 1's ticket with have Root-Cause Analysis completed using template supplied by Eversource within 30 Days of the resolution of the incident
  6) Root-Cause Analysis may be requested for lower severity incidents on an ad hoc basis
  7) Monthly review meeting of all Technical issues will be held by Consultant to review pending corrections and service level agreements
  8) Dashboard of Service Level Agreements (SLA) Availability supplied each month by Consultant tracking YTD (year to date) Targets to Actual
  9) Consultant shall follow Eversource Change Management process for all infrastructure, Security and Applications they use to support our engagement.
     a. Two-week min. notice with scope and test plans T– 2 Weeks
     b. One (1) week min. notice of testing complete and Consultant management signoff T-1
     c. Consultant shall coordinate and share with Eversource Business and IT implementation steps, including post validation and back out plans
     d. Emergency Changes must be shared immediately and followed up within 2 business Day post change RCA (Root Cause Analysis) and change management
- BUSINESS CONTINUITY
  - The Parties agree to further amend this SOW within three (3) months of Term Date to be inclusive of mutually agreed upon Business Continuity specifics.
  - Implementation of Plans. In the event the Consultant is unable to, or is likely to become unable to, perform the Services for any reason, including physical damage to equipment and/or facilities, equipment malfunction, telecommunications links and devices or software failure, Consultant is required to make a best faith effort to notify the appropriate personnel at Eversource within four (4) hours of the actual or potential incident or outage. Consultant shall

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test their Disaster Backup and Business Continuity Plans at least annually and provide written notification to Eversource of test plan and results. In the event that Consultant is unable to comply with the stipulations of their Disaster Backup and Recovery or Business Continuity plans or the stipulations of this SOW, then they are to notify Eversource in writing promptly, but not to exceed, twenty-four (24) hours, as to the reason and provide a timetable as to when the plans will again be functional.

6. Communication Plan

- Required communication vehicles are:
  - Weekly meetings on project updates including the status of schedule, deliverables, and milestones (refer to **Exhibit 1 – *Project Milestone Schedule***).
  - Daily Performance Reports from services post Service Go-Live.
  - Escalations are to be communicated immediately and not held until scheduled meetings.

7. Project Governance

The primary points of contact between Eversource and Consultant shall be the respective project managers. The Parties will work collaboratively through the existing governance structure outlined further within this SOW.

7.1 Consultant Project Personnel

The project shall be staffed with a core project team. Additional personnel shall be assigned to work under the direction of the core team as required to effectively implement and manage program requirements.

Consultant	Contact Information	Roles & Responsibilities
Supervisor/Lead / Strategic Account Manager		Manages and oversees Consultant performance and Consultant Resource adherence to SOW and all other contract requirements.

Consultant shall inform Eversource of any pending or possible changes in the use or status of all Consultant project personnel.

Any changes to Consultant staff, including work assignments and participation level, shall be subject to Eversource approval.

Eversource shall have the right to have any Consultant staff replaced or removed from the project for cause.

Consultant will maintain the following operational ratios: To Be complete when SOW is executed.

Description	Ratio	Dedicated/Shared	On Site/Remote
Operations Director			
Operations Managers (Reporting to Ops Director)			

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Supervisors (Reporting to Ops Manager)			
Coaches, Team Leaders, Escalation Support or Floor Walkers (Virtual Chat Support SMEs)			
Workforce Management (forecasting, scheduling, planning)			
Workforce Management (real-time Consultant Resource monitoring)			
Quality Assurance Support			
Training (training and training development)			
Account Management			

7.2 Eversource's Resources

Eversource	Contact Information	Roles & Responsibilities
Project Manager / Coordinator	Tim McGrath – [redacted] Berney Bhajjan	Manages and oversees Consultant performance and Consultant adherence to SOW and all other contract requirements. Also acts as relationship liaison between Consultant and Eversource.
Procurement	Prescott Fields – [redacted]	Agreement & PO creation

Eversource Project Manager/Coordinator / Leads will provide additional training and support to the Consultant Supervisor/Lead by identifying all material to be trained to the Consultant Resources. Should Consultant Supervisor/Lead need assistance, Eversource management will support them by providing documentation and/or training on Eversource Department standards and expectations.

7.3 Change Management Process

- Changes in scope will be managed by a formal change management process that will address changes in scope, schedule, and dollars. Changes in scope will be subject to written approval by Eversource and Consultant. The Parties may mutually agree to offset the requested scope addition with a corresponding scope reduction.
- "Change Request" means a written instrument by which either Party may request a change or modification to the Work which shall detail the cost of the change and impact of the change on the total cost of the Work, the impact of the change on the SOW and the technical description or specification of the requested change.

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- Change Procedure. Either Party may request changes to the scope of the Work at any time. When a change could affect the cost, delivery schedule or other terms of the Contract, both Eversource and Consultant must approve the change before the change is implemented, by executing a Change Request. If either Party wishes to make a change, it shall notify the other Party of the requested change in writing, including sufficient details to enable the other Party to evaluate the change. Within a reasonable period, Consultant shall deliver a Change Request to Eversource. Upon acceptance and execution of the Change Request (now "Change Order" or "Amendment") by Eversource, the Change Request shall be incorporated into the Work. Both Parties shall continue to proceed in accordance with the agreed upon terms and conditions then in effect while Change Requests are being reviewed and approved.

7.4 Key Performance Indicators

Consultant Work shall be provided in accordance with Performance Standards. Performance Levels shall be evaluated periodically during review meetings. Consultant and Eversource shall develop measurement standards and report them to the other party.

FAILURE TO MEET PERFORMANCE CRITERIA: Consultant and Eversource agree that the damage resulting from Consultant's failure to meet performance criteria with regards to the Materials and /or Services being provided under this SOW may be difficult to calculate. In the event that Consultant fails to meet certain performance criteria or KPIs in conjunction with this SOW, Consultant and Eversource agree that, as liquidated damages for such failure and not as a penalty, Eversource shall be entitled to receive, with respect to each such failure, a credit. The Performance Credits shall not be Eversource's sole and exclusive remedy for such failure. Eversource may, in its sole discretion, may terminate and receive a refund of all monies paid and/or pursue any other remedies that may be available to it in law or equity or otherwise.

7.4.1 Performance Criteria (KPIs), Performance Penalties and other Tracked Performance Metrics:

Tracked performance metrics are defined within Exhibits 3 and 4 of this document. In the interest of continuous improvement, Performance Criteria, etc. as noted will be mutually reviewed for modification, and or, removal or replacement of metrics, incentives, penalties, etc. as needed. Exhibit 3, Performance Criteria (KPIs), Performance Credits, and other Tracked Performance Metrics and Exhibit 4 Incentive Plan are incorporated herein by reference.

Consultant should always staff in accordance with the Eversource forecasted requirement. Consultant shall support creative resource allocation processes further defined in Section 3.1 Consultant Responsibilities, subsection Workforce Management and Staffing, if a situation arises where additional hours are needed temporarily. Eversource will provide approval in writing and only after approval by Eversource will the Hours Delivery Bonus be processed.

Continuous Improvement

Consultant and Eversource agree to cooperate to explore opportunities to improve the quality and/or the cost-effectiveness of the Services being provided by Consultant under this SOW. The Parties will share and leverage non-proprietary best practice information to improve training materials.

Innovations in technology may include such things as improvements in Consultant Resource performance based on actively monitoring for verbal queues yielding opportunity to positively impact performance and results. Eversource may schedule one (1) or more continuous improvement meetings and will provide five (5) days written notice to Consultant Representative of such meetings.

Consultant Representative will work with Eversource to meet regularly to discuss areas which can be improved. Consultant's approach to continuous process improvement includes but is not limited to technological interventions which enable the survey of program data, and incentive and recognition

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programs to reward individual performance. In terms of Consultant Resource performance and incentives, Consultant shall keep internal statistics on virtually every aspect of customer service activity. Management reports shall be maintained for each Consultant Resource. Items tracked include but are not limited to: time logged into the system, number of contacts, number of calls made / taken, quality scores, and length of calls, attendance, and schedule adherence.

Incentive compensation plans are based upon meeting and exceeding goals set by Eversource. Consultant will meet with Eversource to establish base goals for survey and program performance. Individual and team goals will be based on these targets. Incentive plans are developed to reward those Consultant Resources and team for exceeding goals.

Quality measurements shall be incorporated into Consultant Resources overall performance evaluation as well as part of their incentive programs. Consultant shall value quality as much as quantifiable results and as mutually agreed upon, may reward Consultant Resources based upon their performance in both categories. Rewards are given for exceeding expectations and corrective actions shall be implemented when expectations are not met.

Productivity benchmarks shall be designed to meet the goals and standards of the Eversource program. Consultant's management process shall encompass the entire process from start to finish, including training, establishing standards, evaluation of employees, measurement of the process, and evaluation of the goals established.

The overall success of each call shall be determined by grading the Consultant Resources technical and communication skills, the customer's overall satisfaction, and whether action fell within Eversource Affiliate and regulatory guidelines.

Consultant shall measure, track, report, and evaluate (as applicable) Consultant Resource total performance based upon productivity as well as quality. Performance metrics examples listed below are independent of the metrics in the PBRM and their calculations are to be determined by Eversource. Examples include, but are not limited to, the following:

- **Required Hours** – Minimum productive hours worked by Consultant Resources (excluding on-site or off-site shrinkage)
- **Call Quality Scores** - Results of Quality Assurance Program managed by **Consultant** using standards and requirements determined by Eversource
- **First Contact Resolution** - Measured by **Consultant** using phone number data, system data, or customer survey data.
- **Average Call Handle Time** - Average time in seconds that a representative spends handling a call, including talk time, hold time and any related after-call work time.
- **Average Talk Time** - Average time in seconds that a representative spends on the telephone working with a customer.
- **Average Hold Time** - Average time in seconds that a customer spends on hold while connected with a Consultant Resource
- **Average After-Call Work Time (Not Ready)** – Average time in seconds that a Consultant Resource uses to complete work related to the customer's call while no longer being connected with the customer.
- **Transfer Rate** – Percentage of customer calls transferred from Consultant Resources to any other representative or approved phone number (such as the credit card payment line).
- **% of Calls Escalated** – Percentage of customer calls escalated to a supervisor or other support staff
- **Calls Per Hour** -Average number of calls a representative can answer in one hour.
- Feedback Manager - Based on post-transaction surveys performed by the Eversource to collect feedback regarding quality of service offered by CSRs

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- **Best Pan Offered** - Measure of agent procedural or transaction processing rate that results in offering the best plan to the customer in tandem with regulatory and program requirements for, MPP & 18 monthly flat plan in CT. Overall target percentage to be at 97% or higher.
- **Compliance with Credit and Collection Requirements, Practices, Policies, and Procedures** - A measure of agent compliance with credit and collection rules, policies, and procedures (e.g., collecting payments, offering appropriate payment arrangements, enrolling customers in appropriate programs, etc.) during the handling of customer calls.
- **CSR Error Rate** - Measure of CSR Critical Errors (resulting in customers being disconnected or not being reconnected due to an agent error)
- **Notice of Violation (NOVs)** – Measure compliance versus approved CSR script on calls submitted to Regulatory Authority for audit.
- **Silent Time –** an interval or period of silence when neither the agent nor customer is speaking. This also includes any time the customer spends on hold. Silent time can be measured in seconds or as a percentage. The total silence percentage for an interaction is relative to the length of the whole interaction.
- **Working Rate -** Total time the agent was logged in and available or actively handling contacts. ([Available Time] + [Inbound Time] + [Outbound Time] + [ACW Time] + [Consult Time]) / Login time, The final metric will be reviewed and agreed upon once the first quarter benchmarking period is complete.

Additional metrics can be added to Consultant Resource evaluations with 45-day postproduction burn-in timelines upon review and mutual agreement between the Parties. The 45-day postproduction burn-in period does not apply to Performance Based Rate Mechanism ("PBRM") metrics.

Consultant will ensure compliance with all Key Performance Indicators through daily / weekly / monthly reporting as defined in this Scope of Work and by the pricing and KPI model supported by the contract. The Parties agree Monthly Business Reviews will be scheduled as necessary with key leadership representatives to review and discuss performance and the locations of such shall be mutually agreed upon. Consultant agrees to maintain open lines of communication with front line leadership daily will ensure any issues which may arise are addressed immediately.

Consultant also agrees to share quality monitoring evaluations and scores for standards calibration and for collaboration on improving performance metric effectiveness and performance outcomes. Additionally, Consultant will monitor Consultant Resource level call quality following the quality process detailed within this SOW.

Quality Scorecards

Consultant's QA Program shall ensure each of the Eversource customer contacts are conducted with the highest degree of professionalism, courtesy, and effectiveness. Consultant shall use quality scorecards to ensure:

- The customer is appropriately greeted and always treated professionally and respectfully
- The caller's intent is interpreted accurately
- Customers are offered appropriate solutions as well as accurate, clear, and concise information
- Applicable instructions or requirements are communicated accurately
- Questions are answered completely and courteously
- All applicable requirements, policies, procedures, regulations, and standards are followed

To meet its objective of providing the highest possible quality for each of the Eversource customers, Consultant will calibrate its scorecard on an ongoing basis by using Eversource for quality customer contact. The scorecard will incorporate Eversource key quality measures and apply a weighting based upon the importance to each of the Eversource quality elements. Consultant will work with the Eversource team to design a scorecard that meets all Eversource requirements.

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7.5 Escalation Process

This section describes the escalation process for issues that arise between Owner and the Consultant outside of the regular operational (Governance) Processes. Both Parties will participate and adhere to the Escalation Process as defined within this SOW.

Reference Exhibit 5 – *Eversource/Consultant Escalation Process* for more details.

7.6 Payment Schedule

Payment terms are thirty (30) days calculated from date the invoice was received at Eversource Accounts Payable Department (Berlin, Connecticut) facility. Invoices submitted six (6) months after the Work/Services were rendered are presumed to have been paid and it shall become Consultant's burden to demonstrate otherwise. Consultant will provide monthly invoicing by respective serviced operating company.

7.7 Acceptance Procedure

Acceptance shall be at the reasonable discretion of the Eversource Vendor Manager(s). If at any time during the Project, an Eversource Vendor Manager reasonably determines that the Project is not proceeding in the direction as discussed and outlined herein, Eversource reserves the right to halt or redirect the Project and / or cancel it; and /or halt or delay payment as he / she deems appropriate. Eversource shall provide Consultant with written notice of such action. Any services not meeting such acceptance will be corrected as detailed in a written communication to the Consultant according to the Contract and will be at no additional cost to Eversource.

8. Term of the SOW

Start Date	January 1, 2025
End Date	December 31, 2027

This SOW is effective without any price or Fee increase from the date signed, unless mutually agreed in writing between the Parties. Should Eversource wish to terminate the agreement before the end of the contract period, Eversource will put their intent in writing and honor the terms of the Contract for the next thirty (30) days.

Eversource shall have the option for two (2) consecutive one (1) year renewal periods at no additional cost greater than the lesser of the Consumer Price Index ("CPI") for the most recent calendar year or two and one-half percent (2.5%), provided Eversource must put their renewal intensions in writing no less than sixty (60) days prior to the then established End Date.

8.1 Termination – Transition Plan:

Note: This section will state how the Project will be returned to Eversource or another Consultant at the end of the SOW/Project.

Consultant shall develop a Transition Plan to include the following:

- ❑ A system and application access security plan;
- ❑ A ramp down plan;
- ❑ What will be the timeframe;
- ❑ How will the Confidential Information be returned back to Eversource; and or sent to Consultant; and

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- ❑ Any other plan which Consultant and Eversource agree will become necessary to facilitate successful Transition.

9. Pricing

The pricing for this SOW will follow a performance-based model, which will align hourly rates directly to the performance of the KPI metrics listed below. The hourly base rate for this model will be $[redacted] Alorica's rate submitted through Ariba Doc4533679075, RFP – First Party Call Handling Services, conducted in 2024.

Alorica will invoice based upon the actual results on a monthly basis and will be categorized on a tier basis with 2 tiers above and 2 tiers below the base rate. Please refer to the KPI/Tier Threshold, Pricing Tiers and KPI Weighting/Pricing Example charts below.

Weighting / Pricing Example**

	ACW	CSR Hold Time	Transfer Rate	Quality Assurance	Feedback Manager	Hours Delivery	Silent Time	Working Rate (Call Taking Prod CSRs)	
Tier	*Top Tier - Max*	*Top Tier - Max*	*Top Tier - Max*	*Lowest Tier*	*Lowest Tier*	Base Rate	Base Rate	Base Rate	Monthly Price
Price/Tier	[redacted]								
Metric Weight									

KPI/ Tier Range

KPI	Tier	Min	Max
ACW	Lowest Tier	[redacted]	
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
CSR Hold Time	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
Transfer Rate	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
Quality Assurance	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
Hours Delivery	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV w/ ES approval		
	Top Tier - Max w/ ES Approval		
Feedback Manager/Survey	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
Silent Time	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
Working Rate	Lowest Tier		
	Tier II		
	Base Rate		
	Tier IV		
	Top Tier - Max		
SONP Errors	[redacted] per error		

Pricing Tiers

Tier	Per Hour Price
Lowest Tier	[redacted]
Tier II	
Base Rate	
Tier IV	
Top Tier - Max	

* The parties agree to track actual results for silent time and working rate during Q1 2025 and execute an Amendment to Section 9, Pricing, which will add the KPI for the 2 metrics. Until the metrics are finalized, the rate will be set at the base rate of [redacted]

** For purposes of clarity, the pricing depicted in the chart above is for example purposes only.

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The parties agree to track actual results for silent time and working rate during Q1 2025 and execute an Amendment to **Section 9 - Pricing** which will add the KPIs for the 2 metrics. Until the metrics are finalized, the rate for these two metrics will remain at the base rate of [redacted]

- Performance based rate targets to be reviewed on a biannual basis (every six months)
  - Dec-May review period for July-December performance
  - June-Nov review period for Jan-May performance
- PBR Target *Review* to be calculated by looking at rolling [redacted] average with [redacted] weight to last [redacted] and [redacted] rate to [redacted]
- Adjusted targets to be reviewed and agreed by both parties
- Unexpected operational impacts we will collectively evaluate if waivers would apply

This pricing model will be in effect from January 1, 2025 – December 31, 2027 (unless mutually agreed in writing). Eversource shall have the option for two (2) consecutive one (1) year renewal periods at no additional cost greater than the lesser of the Consumer Price Index ("CPI") for the most recent calendar year or two and one-half percent (2.5%), provided Eversource must put their renewal intensions in writing no less than sixty (60) days prior to the then established End Date.

Hourly Rates, Payroll Hourly Productive Rate assumes that all agent time while in the center and logged on to the company's telephony system, is billable, including talk time, hold time, after call work, time spent waiting for a call, breaks, coaching, developmental training, call-taking periods during nesting, team meetings and other Eversource related off phone time. A payroll hour does not include paid time off, unpaid time off, lunches or non-Eversource related training or meetings. Monthly billing for each agent will include a breakout of their hours and how much time spent on the individual activities- (Overtime and Holiday will be billed at @ [redacted] of Rate)

Services included in Rate

- Overtime - Premium Hourly Rate [redacted]
- Attrition-related Training
- Holiday Pay - Premium Hourly Rate [redacted]
- Language Translation Services
- Bi-lingual Consultant Resources
- Licensing, Connectivity, Systems, Equipment, Internet
- Account Management
- Project Management
- **Supervisors 1/15 ratio**
- Team Leaders / Support / Escalation/Chat Support/Auditors Error mitigation process
- Recruiting, Testing, Screening, Drug-testing, Background-check, Criminal-check (including arrests and convictions), Hiring, Onboarding, Trainer Time
- Required Ongoing Periodic Drug-testing and Criminal Checks (including arrests and convictions)
- Quality Assurance Program / Regulatory Call Time Study / Call Transcripts/Call Summaries/PURA and PUC Requests
- Workforce Management: Forecasting, Planning, Scheduling
- Workforce Management: Real-time Adherence Monitoring
- Consultant Resource Incentive Programs
- Consultant-Initiated Refresher Training / Attrition Backfill Training
- Consultant Resource Coaching / Communications
- Facilities
- Business Continuity

New Hire Training Hourly Rate- [redacted] USD
Spanish CSR Hourly Rate - [redacted] USD

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Eversource will pay for Hourly Productive Rate hours for the tasks applicable to each role above.

For purposes of clarity, if an employee is performing duties outside of his/her scope of responsibilities, these hours will not be charged to Eversource.

10. Approval

The authorized representatives of the parties agree to this Statement of Work on the date signed below, contingent on execution of an Eversource purchase order for this SOW.

Eversource Energy Service Company, Owner	**Alorica Inc., Consultant**
By: Craig Dikeman	By:
Name: Craig Dikeman	Name: Elizabeth (Cece) Lan Pan
Title: VP, Supply Chain	Title: SVP - Controller
Date: 6/2/25	Date: 6/02/2025

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Exhibit 1

Performance Criteria (KPIs), Performance Credits, and other Tracked Performance Metrics

1. Performance Criteria

Consultant shall provide Work in accordance with the mutually agreed upon Performance Criteria and Service Levels defined below and in Section 9.

a. If the Consultant has not met the Performance Criteria as defined below, the Eversource Coordinator shall advise Consultant in writing of such non-performance within thirty (30) days of the Incident.
b. Consultant shall credit Eversource for any proven Credit Amounts through the monthly Services invoicing for the total Credit Amount due.
c. Consultant's Performance Criteria:

Failure to report Consultant Down Time as defined within Section 3.4, System Services Availability shall result in a mutually agreed upon individual Performance Credit for each occurrence.

2. Consultant Errors

Critical Transaction Processing Errors (errors with the potential to result in a customer's service being disconnected or not being restored), the Consultant and the client shall track CSR Error Rate - (Measure of CSR Critical Errors resulting in customers being disconnected or not being reconnected due to an agent error) daily. Notwithstanding both parties (Consultant and the Client) are in Agreement that there will be continuous collaboration to improve process and consultant CSR skills to find ways to not only control and reduce the count of errors but to bring the CSR Errors down to zero each month. The Consultant shall demonstrate the process and progress of the steps taken to completely eradicate the errors and improve the overall Customer Experience. Consultant and the Client will meet regularly to review progress of the plan and agree to implement changes if the existing plan is not eradicating errors.

Examples of errors include, without limitation, the following:

1. Consultant representative fails to cancel disconnect order after receiving a call from the customer and customer has made arrangements for payment in sufficient time for the disconnect order to be cancelled.
2. Consultant representative taking a call where a reconnect was not issued and telling the customer they were all set rather than verify the order was pending.
3. Consultant representative fails to issue the appropriate reconnect order causing the incorrect Meter & Service crew to respond and also a delay in service restoration for the customer (i.e. representative issued a meter order instead of a pole reconnect).
4. Consultant representative fails to protect the account allowing the account to proceed with credit disconnect activity resulting in a shut off (i.e. payment taken but representative did not create an arrangement; customer made first claim of medical and representative did not provide protection)

Eversource and Consultant will track all errors and review the reports on a monthly basis. All errors will be tracked monthly, logged by representative and tracked for repeat occurrences.
Agent auditors will be provided and billed until the audit BOT is successfully implemented. As mutually agreed, once successfully implemented, Consultant errors resulting in disconnects or delayed reconnections should not occur. If an auditor's work results in disconnect error, Consultant will be charged the [redacted] Disconnect/Reconnect Error Credit. Both the Client and Consultant will proactively collaborate on a monthly and quarterly basis to continuously find solutions to improve the existing process.

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3. Changes to Performance Levels

Continuous Improvement. The Parties agree that the Performance Levels shall be subject to continuous improvement, and accordingly the Performance Levels shall be modified with effect from the end of each annual period during the Term (each, a '"Contract Year")

PERFORMANCE LEVEL DEFAULT. In the event that a Violation, despite the good efforts of both Parties, agreement cannot be reached upon a reasonable amount of time within which performance shall be brought to an acceptable level then a Performance Level Default shall be deemed to exist based on the monthly Performance Report, if the same Performance Level Violation occurs for three (3) consecutive months in any calendar year during the Term or if any combination of Performance Level Violations occur eight (8) or more times during the Term, then such fourth (4th) or ninth (9th) occurrence shall constitute a Performance Level Default under the Agreement and Eversource shall have the right to terminate the Agreement per Section 14 of the General Terms and Conditions.

4. Call Audit – Notice of Violation

Connecticut Regulatory body performs random CSR call audits, and it listens for context to determine if the utilities are conveying information appropriately to its customers as required as per the approved CSR call script. For example, some customers are reserved to engage with the CSRs regarding the hardship prequalification procedure and it would be appropriate to explain hardship benefits to those customers at the beginning of the call to encourage their willingness to complete the questions; other customers, however, willingly answer the hardship prequalification questions and it would be more appropriate to explain hardship benefits to those customers in more detail. The Consultant is expected to complete Diversity and Inclusion, Soft Skill and refresher training for all Credit CSRs ***and the Consultant services performed must be in compliance*** *with the approved script by the Regulatory Authority* ***and all related communication requirements****.*

The Regulatory Authority completes random audit ***of both the approved call script and CSR compliance with the script and content that must be communicated by CSRs to customers. If the Authority issues any notices of violation or financial penalties to Eversource arising from or related to Consultant's noncompliance with its obligations, the Consultant will be responsible for all penalties and costs related to such notices or penalties.***

5. Additions, Deletions, and Modifications

(i) Subject to the remainder of this Section 5 and Section 6 both Parties must consent in writing and such consent cannot be unreasonably withheld to changes to the Performance Level Agreement, which if applicable shall occur at least ninety (90) calendar days prior to the effective date of the change(s) which:

a) add, modify or delete Performance Levels
b) modify the Weight Factors for the Performance Levels

The addition or substitution of new Performance Level or Performance Level Measurements by either party in accordance with Section S(i) above shall be in order to achieve a fair, accurate and consistent measurement of Consultant performance of the Performances. Where additions or substitutions may occur in conjunction with changes to the environment and the introduction of new equipment or software or means of Performance delivery: provided however that where such equipment or software or such means of Performance delivery is a replacement or upgrade or existing technology, there shall be a presumption of equivalent or improved performance.

(ii) If at any time abnormalities occur causing the measurement data not to reflect steady state performance, the Performance Level measurement may be suspended by Eversource and new measurement criteria establish ed. The reasons for this to occur, may include, but are not limited to:

a) Changes to the operating environment
b) Problems with the validity of the measurement data
c) Business unit changes which change Performance Level objectives

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d) Performance Level performance that does not meet the business requirements

(iii) Following any change:

a) The sum of the Weight Factor for all Performance Level Criteria shall continue to equal one hundred percent (100%);

and

b) If a Performance-Level Credit Weight Factor has not been allocated against a Performance Level Criteria, then the Performance Level Credit Weight Factor for such Performance Level shall be zero (O)

6. Establishing Performance Levels

(iv) All new or additional Performance Levels shall:

a) be quantifiable, measurable, objective and mutually agreed; and
b) have an Expected Performance Level

(v) With respect to new or additional Services, **Consultant** and Eversource shall establish initial Performance Levels that shall be measured during the Measurement Period as specified below.

(vi) Eversource shall define the Performance Levels to be measured and obtain agreement with **Consultant** that Performance Levels can be measured.

(vii) The Measurement Period shall have a duration of six (6) months, unless otherwise agreed in writing by both Parties or, if the specific measurement data exists, the Measurement Period shall be waived and the Performance Level shall be established as stated below and shall commence on the first (I5[1]) day of the month following the establishment of the SLA.

(viii) If at any time during the Measurement Period abnormalities occur causing the measurement data not to reflect steady state performance, then the Performance Level measurement shall be suspended by Eversource and a new measurement period shall be established when appropriate. The reasons for this to occur may include, but are not limited to:

a) changes to the operating environment
b) problems with the validity of the measurement data
c) business unit changes which change Performance Level objectives
d) Performance Level performance that does not meet the business requirements

(ix) At the end of the Measurement Period, the single month with the highest data point, and the single month with the lowest data point shall be removed and the remaining four (4) months measurement data shall be used as follows:

a. Performance Level shall equal the average of the four (4) months of data points

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Exhibit 2

Eversource/Consultant Escalation Process

The purpose of the Escalation Process is to resolve issues at the appropriate, most efficient level for both Parties and may be amended from time to time. *This process should be utilized only when the contract does not include a Governance Process or when a Governance Process does not address a particular issue.* There are four (4) potential Levels of Escalation which must be **Initially activated by written request to the Eversource Corporate Procurement (C.P.) Rep.**

Escalation Levels	Contact Name	Role and Responsibilities	Contact Info**
Level I – The Eversource C.P. Representative will work with the Consultant Operational Account Representative or Eversource Business Project Leader Relationship Manager, upon written notification from either of an issue. If a Level 1 Issue remains unresolved for approximately 5 business days*, the Eversource C.P. Representative will escalate to Level 2, Eversource C.P. Manager	Eversource Corporate Procurement (C.P.) Representative Consultant Operational Account Representative Eversource Business Project Leader Relationship Manager	Works with Consultant's Account Rep. and Eversource Business Project Leader and Eversource Contract Administrator to understand and define issues and works towards resolution. Also determines need to notify and/or escalate to Manager. Works with Consultant's internal services team members, Eversource Business Project Leader, Eversource Contract Administrator and Eversource C.P. Representative to understand, define and resolve issues and support the delivery of the Work defined in the SOW. Works with Consultant Representative, Eversource Contract Administrator and C.P. Representative to understand, define and *document* issues and works towards resolution.	Prescott Fields [redacted]
Level 2 – The Eversource C.P. Manager will work with the Consultant Account Executive/Delivery Manager and Eversource Business Project Manager & Eversource Contract Administrator to resolve. If a Level 2 issue remains unresolved, for approximately 5 business days*, the Eversource C.P. Manager will escalate to Level 3, Eversource C.P. Director & Legal Counsel.	Eversource C.P. Manager Consultant Account Executive Delivery Manager Eversource Business Project Manager	Coordinates Eversource's C.P. resources with the Consultant resources and Eversource's Business Area Project Manager & Contract Administrator. Evaluates severity/risk of issues and determines inclusion of legal resources. Decides what additional internal resources should be notified or added to resolve issues. Coordinates Consultant's internal services team, with the Eversource Business Project Manager & Contract Administrator and Eversource's C.P. Manager to resolve issues and ensure the delivery of Work defined in SOW. Coordinates Eversource's Business Area resources with the Consultant resources and Eversource's C.P. Manager. Evaluates severity/risk of issues. Decides what additional internal resources should be notified or added to resolve issues.	Kelly Kurban [redacted]
Level 3 – The Eversource C.P. Director & Legal Counsel will work with the Consultant Account Manager and the Eversource Business Cost Center Head. If Level 3 Issue remains unresolved for approximately 3 business days*, the Eversource C.P. Director and Legal Counsel, will escalate to Level 4, Eversource Chief Procurement Officer.	Eversource C.P. Director and Legal Director Consultant Account Manager Eversource Business Cost Center Head	Leverage C.P. and legal resources, works with Consultant Account Manager and Eversource Business Cost Center Head to achieve resolution of issues as defined. C.P. and Legal Directors should be advised when the issues center on costs, payment or risk related or will affect budget, and additionally when issues involve any legal issues. Leverages Consultants resources and works with the Eversource	Mark Raak [redacted]

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		Business Project Cost Center Head and Eversource C.P. Director to achieve resolution of issues and deliver Work defined in SOW. Leverage Business Areas resources and works with Consultants Account Manager and Eversource's Corporate Procurement Director to achieve resolution of issues as defined. Business Cost Center Head should be advised when the issues are costs, payment or risk related or will affect budget.	
Level 4 – The Eversource Chief Procurement Officer will work with the Consultant Senior Account Manager and the Eversource Business Area Head. *** Level 4 – 3 business days**	**Eversource Chief Procurement Officer** **Consultant Senior Account Manager** **Eversource Business Area Head**	**Partners with Consultant and Business Area senior level peers to resolve defined issues. Evaluate any issues involving monetary or legal risk for unresolved Level 3 issues and when contractual or key business initiatives are in jeopardy.** **Partners with Eversource senior level peers committing enterprise level resources to resolve issues and ensure the delivery of Work as defined in the SOW.** **Partners with Consultant and Corporate Procurement senior level peers to resolve issues, evaluate risk and address issues were costs, payment or risk will affect get. Business Area Head should be made aware of any issues involving risk to the company as determined by the Business Project Manager.**	Craig Dikeman [redacted]

The business days to resolve or escalate within each level are guidelines. The Parties may choose to escalate sooner or later.

** Subject to change; Eversource to advise Consultant of all changes in personnel as they occur

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Exhibit 3

Outage Support

- All CSRs, regardless of the Eversource Operating Companies supported, should be trained to handle Outage Calls during their initial new hire training delivered prior to nesting.
- Regular quarterly thirty (30) minute refresher training shall be provided to ensure CSRs are aware of the process as and when the need arises.
- The Parties shall work together when requirements for Outage Support are beyond regular schedule (Mon - Fri 8am - 6pm). Overtime may be possible in certain situations and upon mutual agreement between the Parties. Consultant and Eversource shall work together to discuss the plan to support each Outage Event on a case-by-case basis.
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Version 6.1.2023

EXHIBIT G-1

CORPORATE INFORMATION SECURITY REQUIREMENTS

The following security requirements and terms and conditions ("Requirements") apply to any third party, vendor or contractor ("Contractor") that physically or electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to "Confidential Information" belonging to Eversource Energy and subsidiaries and their affiliates (collectively "Eversource") in mission critical company applications.

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

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 or taxpayer identification number; (b) identity protection personal identification number issued by the Internal Revenue Service; (b) driver's license number or state-issued identification card number, passport number, military identification number or other identification number issued by the government that is commonly used to verify identity; (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; and (d) user name or electronic mail address, in combination with a password or security question and answer that would permit access to an online account;
c. Protected Health Information ("PHI") shall mean any information relating to the past, present and future physical and/or mental condition of an individual, including any information about their participation or coverage in our health plan; or
d. Any information deemed by Eversource to be confidential and proprietary such as, but not exclusively, 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.

2. Contractor shall make commercially best efforts consistent with industry standards as stipulated in ISO/IEC 27002 Code of Practice for Information Security Management or its equivalent (i.e. SOC 2 Type 2, etc.) to ensure the confidentiality, integrity and availability of the Confidential Information within its control.

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3. Contractor shall provide Eversource with documentation, as provided by a independent third party, 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 Eversource:

    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 Eversource'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 SDLC and change control processes in addition to 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, scheduled 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

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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, CIP, PHI or PII shall be encrypted.

k. Any information technology used by Contractor to access, store, or process Company data shall be encrypted using industry standards (e.g. NIST). These technologies include but are not limited to: servers, storage devices, personal computers, mobile devices (tablets, smartphone), cloud services (S3 buckets, RDS, etc.), and backups/snapshots.

l. 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.

m. 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.

n. Eversource has the right to audit Contractor's computer systems to ensure all such systems and Eversource information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements.

o. Penetration testing of external assets is performed annually and independently verified by a 3rd party using industry standards (OWASP, Mitre ATT&CK Framework, etc.).

4. If Contractor processes or stores PII, Contractor shall have in place a cybersecurity program covering the services being provided to Eversource that conforms to the current version of one or more of the following industry standards or frameworks:

a. The "Framework for Improving Critical Infrastructure Cybersecurity" published by the National Institute of Standards and Technology;
b. The National Institute of Standards and Technology's special publication 800-171;
c. The National Institute of Standards and Technology's special publications 800-53 and 800-53a;
d. The Federal Risk and Management Program's "FedRAMP Security Assessment Framework";
e. The Center for Internet Security's "Center for Internet Security Critical Security Controls for Effective Cyber Defense"; or

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f. The "ISO/IEC 27000-series" information security standards published by the International Organization for Standardization and the International Electrotechnical Commission.
g. The security requirements of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, as set forth in 45 CFR 164, Subpart C, as amended from time to time;
h. Title V of the Gramm-Leach-Bliley Act of 1999, P.L. 106-102, as Substitute House Bill No. 6607 Public Act No. 21-119 amended from time to time;
i. "Payment Card Industry Data Security Standard" as amended from time to time;
j. The Federal Information Security Modernization Act of 2014, P.L. 113-283, as amended from time to time; or
k. The security requirements of the Health Information Technology for Economic and Clinical Health Act, as amended from time to time, as set forth in 45 CFR 162, as amended from time to time.

Contractor shall update their cybersecurity program to conform to any revisions to the foregoing not later than six (6)months after the publication date of such revision. Prior to the effective date of the agreement referencing Eversource's IT Security Requirements (and to which these requirements apply) and thereafter, periodically upon Eversource's request, Contractor shall provide Eversource with satisfactory independent third-party documentation confirming Contractor's cybersecurity program compliance with one or more of the foregoing frameworks or standards.

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. 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 Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;

b. 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 Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information as well as Eversource IT Security Requirements shall apply to all customer or employee information being managed by Contractor);

c. Contractor shall obtain written authorization from Eversource prior to sending, communicating, delivering or transmitting Confidential information to a subcontractor or an affiliate;

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d. Insurance: Contractor warrants that it will maintain insurance coverage to enable it to meet its obligations created by this Agreement and by law. 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 the following insurance covering its obligations under this Agreement:

i. Cyber Liability/Technology Errors and Omissions Insurance with limits of [redacted] per claim and aggregate. Such insurance shall cover technology errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such cyber liability/technology 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 Cyber Liability/Technology Errors and Omissions Insurance retroactive coverage date shall be no later than the Effective Date of this Agreement. Contractor shall either maintain such insurance annually or provide an extended reporting provision 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 Cyber Liability/Technology errors and Omissions insurance policy listed above contain a waiver of subrogation against Eversource and its affiliates, (ii) the Professional Liability policy names includes Eversource 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 Eversource of any cancellation, modification or non-renewal.

iv. Within thirty (30) days following the Effective Date, and at the time of renewal of each policy, Contractor will furnish to Eversource certificates of insurance and relevant endorsements relating to such required policies as Eversource may reasonably request. Should Eversource reasonably determine 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 provide Eversource, in writing, confirmation 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 affording additional insured status will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.

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e. To the extent applicable, Contractor shall comply with Eversource's Customer Service and/or Human Resources privacy policies and Corporate Information Security procedures, as such policies and procedures may be amended from time to time;

2. Security Incident Management:

a. Eversource's Corporate Information Security (CIS) assists in responding to and investigating incidents related to misuse or abuse of Eversource 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 Eversource or personal data, Contractor must take immediate action to report the incident to CIS *as soon as the incident is suspected. Examples of incidents to be reported include, but are not limited to, suspected network breaches or theft/loss of a computer.*

b. **Contractor should,** *as soon as the incident is suspected*, **IMMEDIATELY CALL**, regardless of the day or time the Corporate Information Security at [redacted] Please **ALSO** email [redacted] Chief Compliance Officer, Duncan MacKay, [redacted] with details of the suspected exposure. Please ensure you reach an employee, because it is **CRITICAL** that Eversource begins response procedures immediately.

c. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident if CIS 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 CIS 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; CIS' mission is to provide aid and guidance to the Contractor to appropriately and timely resolve any incident.

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EXHIBIT G-2

SPECIFIC ENTITY WAIVER OF SUBROGATION ENDORSEMENT

It is agreed that, in the event of any payment under this policy, **we** specifically waives **our** right of subrogation against any person or entity scheduled below, but only to the extent **you** are obligated to secure **our** waiver of subrogation pursuant to written contract with each such person or entity, and provided that such contractual requirement was in force prior to the date the **Event** occurred.

Name of the customer: Eversource Energy Services Company

Address of the customer: Attn: Manager Corporate Insurance
247 Station Drive,
Westwood, MA
02090

All other provisions of the policy remain unchanged.

AAL 2012
ASL 1955
23.05.2025

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EVERSOURCE MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

1. In connection with discussions between Eversource Energy Service Company ("**Eversource**") and Alorica Inc. ("**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. 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; 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 that include Eversource Confidential Information, 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.

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

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EVERSOURCE MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

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.

Eversource Energy Service Company

Signature: Craig Dikeman

Print or Type Name: Craig Dikeman

Title: VP, Supply Chain

Date: 6/2/25

Company: Alorica Inc.

Signature:

Print or Type Name: Elizabeth (Cece) Lan Pan

Title: SVP - Controller

Date: 6/02/2025

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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

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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 ([redacted] 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

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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

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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 form 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.

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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