**SPEEDPAY MASTER SERVICES AGREEMENT**

**CONVENIENCE FEE**

This agreement (the "**Agreement**") is between Speedpay, Inc. ("**SPI**"), 199 Water Street, New York, New York 10038 and Client as set forth below.

| 1. Legal Name of Client: | Contact (person signing contract): | |
|---|---|---|
| Eversource EnergyService Company | | |
| DBA: | Title: | |
| Eversource Energy or Eversource | | |
| 2. Street Address: | Floor/Suite: | |
| 107 Selden Street | | |
| City: | State: | Zip Code: |
| Berlin | CT | 06037 |
| Telephone: | Fax: | |

By signing this Agreement, Client certifies that the information herein is complete and accurate, and agrees to the Terms and Conditions attached hereto. This Agreement is not binding on SPI until signed by SPI ("**Effective Date**") and any due diligence documentation that may be requested is approved by SPI. Client shall provide SPI with updated due diligence information from time-to-time upon SPI's request.

EVERSOURCE ENERGY SERVICE COMPANY
("**Client**")

By: [redacted]
*(signature required)*

Name: [redacted]
*(print name)*

Title: IT Category Lead Procurement

Date: 9-2-16

SPEEDPAY, INC.
("**SPI**")

By: [signature]
*(signature required)*

Name: Randy Acocelli
*(print name)*

Title: VP. Operations

Date: 9/6/16

**SPEEDPAY MASTER SERVICES AGREEMENT TERMS AND CONDITIONS**

**CONVENIENCE FEE**

1. **Service**. SPI and, if applicable, the "**Designated Processor**" identified on Exhibit 1, will provide the Western Union Speedpay payment service to Client (the "**Service**") as described in Schedule A. The parties shall perform and comply with their respective responsibilities set forth in Schedule A.

2. **Online Banking Payments.** In addition to the Service described in Schedule A, SPI, in coordination with its affiliates, will provide the online banking payment service ("**Online Banking Payments**") to Client to enable the delivery of bill payments from or through online banking portals. Customer Payments that are initiated through Online Banking Payments will be integrated into your existing Service and processed, delivered, and settled by SPI in a manner operationally consistent with the terms of Schedule A. SPI will not charge Client or Client's customers ("**Customers**") a fee for payments processed through the Online Banking Payments service. Online Banking Payments may result in a charge to the Customer from the Customer's bank.

3. **Use of Marks.** Each party is granted the nonexclusive right to use the other party's trademarks, service marks and logos (collectively, "**Marks**") for the limited purpose of providing and promoting the Services specific to Client's customers; provided, however, each party shall obtain the written consent of the party whose Marks are being used, prior to any such use. Each party agrees that use of the other party's Marks or other intellectual property shall not confer any proprietary right thereto in any manner, and each party agrees to cease all use of the other party's Marks and other intellectual property immediately upon termination of this Agreement.

4. **Payments and Billings.** For the Service, Customers will pay the fee set forth in Schedule A ("**Convenience Fee**").
   A. Commencing twelve (12) months after the Effective Date, SPI may adjust the Convenience Fee upon not less than sixty (60) days' written notice ("**Fee Notice**"); provided, however, if Client objects to the Fee Notice within thirty (30) days of the issuance of the Fee Notice ("**Fee Objection**"), the Parties shall negotiate for a period of no longer than thirty (30) days, in good faith, a mutually-agreeable modification to the Convenience Fee. If no mutually-agreeable modification to the Convenience Fee is reached within thirty (30) days of the Issuance of the Fee Objection, SPI may terminate the Agreement upon ninety (90) days' written notice, provided that if Client requires a longer period to transition the Services, upon Client's receipt of a termination notice from SPI, the Convenience Fee may be adjusted by SPI and applied for the remaining transition period.

   B. SPI may also adjust the Convenience Fee upon sixty (60) days written notice to Client in the event of one or more of the following "**Experience Metrics**" occurs, as calculated over a three (3) month rolling average: i) average Customer Payment amount increases by 25% from Baseline, or ii) the ratio of Speedpay Card Payments conducted via "Pure Credit Card" to all Speedpay Card Payments (as defined in Schedule A, Section 1) increases 5% from Baseline. "**Baseline**" measures of Experience Metrics are: (x) average Customer Payment amount (residential) is $135; (y) average Customer Payment amount (commercial) is $400; (z) ratio of Pure Credit Card Customer Payments to all Speedpay Card Payments (25%). "**Pure Credit Cards**" are Customer card accounts that are linked to a line of credit, and not a demand account.

   Example 1: If the 3 month rolling average (January, February and March) for residential payments is $160, then no adjustment would be permissible. Example 2: If the 3 month rolling average (January, February and March) for commercial payments is $500, then SPI may issue its 60-day notice on April 1st, for a Convenience Fee adjustment to be effective in June.

5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, SPI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, WHETHER OF MERCHANTABILITY, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF ANY OTHER TYPE OR KIND WHATSOEVER.

6. **Indemnification.**
   A. Client agrees to indemnify SPI and its agents, employees, officers, directors, affiliates, subsidiaries, successors and assigns and hold them harmless from and against all third party claims resulting from and cause solely by Client's breach of this Agreement.
   B. SPI agrees to indemnify and hold harmless Client and its agents, employees, officers, directors, affiliates, subsidiaries, successors and assigns from and against all third party claims resulting solely from SPI and the Designated Processors' breach of this Agreement.

7. **Compliance with Laws.** Client shall comply (and shall cause its employees, agents, and subcontractors to comply) with all laws, orders, rules and regulations applicable to Client's business and the payments to be made by Client's customers as contemplated hereby, including but not limited to: (a) the Fair Debt Collection Practices Act and any applicable debt collection regulations or statutes set forth under state or local law, (b) the Electronic Fund Transfer Act and its implementing rules and regulations of the Federal Reserve Board and Regulation E, and (c) privacy laws, orders, rules and regulations. Each party shall also comply (and shall cause its employees, agents, and subcontractors to comply) with the rules and regulations established by NACHA, any card association and any Network Rules, including those with respect to the use of On-line PIN-less Debit. SPI shall also comply and represents that its Services shall comply with all laws, orders, rules and regulations and industry standards applicable to SPI's payment processing business and the Services being provided to Client, including, without limitation, privacy laws, orders, rules and regulations, and Payment Card Industry Data Security Standard (PCI DSS). Each party represents and warrants that all information disclosed to the other party in connection with this Agreement for Services, is true, accurate and complete. This representation and warranty shall be deemed an ongoing representation and warranty from the providing party.

8. **Limitation of Liability.** Except as set forth in this Section 8, under no circumstances will either party and their affiliates or any of its directors, officers, employees, agents or subcontractors be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, indirect, incidental, special, consequential, exemplary, incidental, or punitive damages, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether either party or any entity has been advised of the possibility of such damages provided the foregoing shall not limit or impair SPI's obligation to settle Customer Payments in accordance with the terms of this Agreement. Notwithstanding anything in this Agreement to the contrary, other than and excepting SPI's obligation to settle Customer Payments under this Agreement and liabilities and damages caused by a Party's Breach Event involving Personal Information, SPI's cumulative liability, including for claims, expenses, damages or indemnity obligations arising out of this Agreement, shall not exceed (a) except as provided in clause (b) two million five hundred thousand dollars ($2,500,000) of direct actual damages or (b) in the case of a claim involving a Customer of Client other than damages caused by a Breach Event, a refund of the service fee paid in connection with the affected transaction.

9. **Confidential Information and Regulatory Matters.** Each party agrees to treat as confidential all information received from the other party regarding the Service, and comply with the provisions of the Security and Confidentiality Exhibit attached hereto as Exhibit 2. In addition each Party shall keep secure and confidential all Client Customer Personal Information in accordance with all applicable laws

10. **Term and Termination.** Subject to any termination rights set forth in the agreement, the term of this Agreement shall be for a period of three (3) years from the Effective Date (the "**Initial Term**") and automatically renewing for successive one-year terms (each a "**Renewal Term**"). Either party may terminate this Agreement for material breach if such breach is not cured upon thirty (30) days' notice. Each Party shall give the other party written notice, no less than 180 days prior to the expiration of the Initial Term, or any Renewal Term, of that Party's intent not to renew the Agreement for a Renewal Term. Notwithstanding any other provision of this Agreement to the contrary SPI or Client may immediately terminate this Agreement in the event that the terminating party determines, in its reasonable discretion, that compliance with this Agreement would cause the terminating party or any of its affiliates to violate or potentially violate any local, state or federal law or regulation or any court order, or any compliance policy of the terminating party or any of its affiliates. In addition to the foregoing, the parties acknowledge that Client is in discussions with regulators regarding the waiving of fees from and after 2018 for certain classes of customers and that, as part of these discussions, Client is reviewing the pricing and pricing structures for credit card processing services. Client agrees that SPI will be considered as a bidder in an RFP for such services. In the event Client receives regulatory orders authorizing such convenience fee waivers and the results of the RFP necessitate a revision in the terms of this Agreement with SPI, the parties will execute such mutually agreeable amendments and related documentation to reflect revised terms of the Agreement based on the applicable regulatory orders.

11. **Suspension.**
    A. Notwithstanding any other provision of this Agreement to the contrary, SPI may suspend the Service and/or SPI's performance hereunder: (i) in the event of a material breach of the Agreement by Client, (ii) to investigate or remedy a Customer fraud that would impact SPI's continued provision of the Service, or (iii) SPI determines, in its reasonable discretion, that compliance with this Agreement would cause SPI or any of its affiliates to violate any local, state or federal law or regulation or any court order, or any compliance policy of SPI . Provided, however, SPI will: (x) limit the scope and duration of a suspension issued pursuant to this Section to the least extent

necessary under the circumstances (y) provide, if possible, Client with as much prior notice of any suspension as is reasonably possible under the circumstances, but no less than immediate or concurrent notice of a suspension and (z) actively communicate with Client and provide additional information regarding the reasons and/or basis for any such suspension.

B. Notwithstanding any other provision of this Agreement to the contrary, Client may provide a suspension notice to SPI and SPI will suspend the Service and/or SPI's performance hereunder: (i) in the event of a material breach of the Agreement by SPI, (ii) to investigate or remedy a Customer fraud that would impact SPI's continued provision of the Service, or (iii) Client determines, in its reasonable discretion, that SPI's performance under this Agreement would cause Client or any of its affiliates to violate any local, state or federal law or regulation or any court order, or any compliance policy of Client. Provided, however, Client will: (x) limit the scope and duration of a suspension issued pursuant to this Section to the least extent necessary under the circumstances (y) provide, if possible, SPI with as much prior notice of any suspension as is reasonably possible under the circumstances, but no less than immediate or concurrent notice of a suspension and (z) actively communicate with SPI and provide additional information regarding the reasons and/or basis for any such suspension. SPI and Client shall cooperate and take all reasonable steps and actions necessary to investigate and otherwise promptly resolve the basis for any suspension.

12. **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war or terrorism, acts of God, acts of government, earthquakes, floods, embargoes, fires, natural disasters, accidents, riots, sabotage, strikes, labor disputes or labor shortages, shortages of materials or supplies, failures of transportation, communication or digital transmission, Internet failures or delays and third party mechanical or other equipment breakdowns.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

14. **Notices.** All notices required to be given under this Agreement shall be in writing and shall be deemed given if sent and delivered by facsimile and confirmed by overnight courier addressed to the President of each party and SPI's General Counsel or to such other address or addresses as either party may from time to time designate to the other by notice pursuant to this Section. Notice sent to SPI's General Counsel should be sent to: General Counsel, Speedpay, Inc., 12500 E. Belford Ave., Englewood, CO 80112 Fax: 720-332-0515. Notice to Client's General Counsel should be sent to Eversource Legal Department, 107 Selden Street, Berlin, CT 06037.

15. **Assignment.** Neither party may assign or otherwise transfer its rights and obligations pursuant to this Agreement without the other party's prior written consent; provided, however, SPI may assign this Agreement to an affiliate of SPI upon prior written notice of the assignment and provision to Client of written confirmation executed by the assignee of assignee's assumption of all of SPI's obligations under the Agreement. Absent such written confirmation, SPI shall continue to be liable for all obligations under the Agreement, notwithstanding such assignment.

16. **Other.** This is the entire Agreement between the parties, including any attached addenda and the Service Application, with respect to its subject matter, and any previous or contemporaneous understanding is merged herein. This Agreement may not be amended or modified except in a writing that is signed by both parties. Email exchanges between the parties do not constitute an amendment to the Agreement. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition. Captions are included for convenience only and have no substantive significance.

17. **Survival.** The provisions of Sections 3, 5, 6, 8, 9, 13 and 17 of this Agreement shall survive termination or expiration of this Agreement.

**Schedule A**

**CONVENIENCE FEE SERVICE**

1) **Service Description.** SPI, as agent for Client, will process and settle payments in U.S. Dollars ("**Customer Payments**") from Client's customers ("**Customers**") via the Payment Types, and through the means of Payment Entry, set forth below in this Section 1. SPI shall perform the services described in Schedule A in accordance with Attachment A.

a) Payment Type: Client may receive Customer Payments via the following Payment Types:

☒ Charges to credit cards and offline debit cards (collectively "**Speedpay Card Payments**"); the "**Card Networks**" accepted shall be the following selected Card Networks: ☒ Visa, ☒ MasterCard, ☒ American Express and ☒ Discover Card. The parties acknowledge that the use and availability of Speedpay Card payments is subject to the rules and regulations of applicable Card Networks (as in effect from time to time, the ("**Card Network Rules**").
☒ Debits to Customers' bank accounts through transfers using Customer's on-line debit cards without personal identification number entry or verification ("**PIN-less Debit**"). The parties acknowledge that the use and availability of PIN-less Debit is subject to the rules and regulations of applicable "**PIN-less Debit Networks**," as in effect from time to time.
☐ Debits to Customers' bank accounts through an automated clearing house ("**ACH**") electronic transfer. The parties acknowledge that the use and availability of ACH payments hereunder is subject to applicable law, including Regulation E and the NACHA Rules.

b) Payment Entry: Customers may initiate Customer Payments to Client for processing into a U.S. account using the Service through:

☒ an Internet-based system operated by SPI on Client's behalf, which is accessed directly by Customers via a website hosted by SPI (the "**Speedpay Website**"). The Speedpay Website pages relating to Client shall be developed and displayed in accordance with the mutual agreement of the parties. To the extent that the Speedpay Website interfaces with the Eversource.com website or any other websites of Client that are visible to Customers, SPI shall, pursuant to a mutually-agreed-upon schedule and plan implementation (attached hereto and incorporated by reference as Exhibit 3) ensure that the Customer-facing Speedpay Website page(s) take measures to comply with the general accessibility mandate of the Americans with Disabilities Act (ADA) and associated standards and guidelines including without limitation, Section 508 standards and, Level A and Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) published by the World Wide Web Consortium.
☒ an Internet-based system operated by SPI and accessed by Client employees on behalf of Customers via a secure website (the "**Speedpay Extranet Service**") for the purpose of inputting Customer Payment information when such Customer requests that a Customer Payment be made.
☒ an interactive voice response ("**IVR**") system operated by SPI and accessible by Customers (the "**Speedpay IVR Service**").

2) **SPI Responsibilities.**

a) Resources. SPI will provide, as applicable, the materials and services necessary to process Customer Payments through the Service ("**Resources**"). SPI shall ensure that the Resources will accurately and correctly perform the functions required to make Customer Payments using the Service. SPI shall be responsible for ensuring that the Designated Processor performs its duties set forth or referenced in this Agreement.

b) IVR. For the Speedpay IVR Service, SPI will (i) make available a toll free (800 or similar) telephone number to access the Speedpay IVR Service, (ii) provide IVR equipment and software, as necessary to allow Customers to input their account number, payment amount and credit card or checking account information through the Speedpay IVR Service; and (iii) maintain the IVR unit.

c) Transit numbers. SPI shall maintain an updated national database of ABA/Transit numbers for banks and bank verification throughout the country as necessary to provide the Service.

d) Card Association Charges. SPI shall submit all Speedpay Card Payments and PIN-less Debit payments to the appropriate Card Network or PIN-less Debit Network. SPI shall be responsible for paying all merchant processing costs and fees associated with Speedpay Card Payments and PIN-less Debit payments.

e) Downtime. SPI reserves the period from 12:01 AM through 6:01 AM EST on Sundays for maintenance, repairs, inspections, modifications and improvements to the Service (**"Downtime"**), during which period the Service may not be available. Such scheduled Downtime is subject to change.

g) ACH Payments. On Client's behalf, SPI will create and submit a file to the Originating Depository Financial Institution (**"ODFI"**) for processing, prepare and send confirmation letters (where applicable) and will be responsible for ODFI fees.

3) **Client Responsibilities.**

a) Vendors. Client represents that it has retained certain authorized vendors designated by Client in writing (**"Vendor"**) to manage certain aspects of Client's Payment processing. Client directs SPI to provide Vendor with access to the Speedpay Extranet Service and authorizes Vendor, solely on behalf of Client, to access the Speedpay Extranet Service, access the information and data provided through the Speedpay Extranet Service, and to enter Customer Payments into and otherwise use of the Speedpay Extranet Service and functionality. Client represents and warrants that it has conducted a detailed review and evaluation of Vendor, and that Vendor has the systems, expertise and authorizations necessary to access and/or otherwise use the Speedpay Extranet Service. Vendor shall comply with industry best practices with regard to information security, and Client shall ensure that Vendor complies with terms no less stringent than those contained in Exhibit 2 to this Agreement. Client is responsible for any and all acts and/or inactions of Vendor with regard to the Speedpay Extranet Service, and Client shall indemnify and hold SPI harmless for any acts or inactions of Vendor with regard to Vendor's services and use of the Speedpay Extranet Services and any SPI systems. SPI reserves the right to suspend Vendor's access to any data or information, SPI systems, or the Speedpay Extranet Service, as SPI reasonably deems necessary.

b) Hardware and Software Requirements. Client's internet browser must be Internet Explorer 6.0 or above, support javascript and have cookies enabled. SPI will not be responsible if Client's systems do not meet these requirements.

b) System Access/Posting Charges. All expenses Client incurs with respect to accessing or posting Customer Payments to Client's servicing system are Client's sole responsibility. Client is responsible for all credits, returns, disputes, chargebacks and for the accuracy and authenticity of all data provided by Client to SPI.

c) Fraudulent/Unauthorized Transactions/Errors. Client (including Vendor) shall not knowingly accept, deposit or submit a Customer Payment that has not been properly authorized by the Customer concerned. Client shall be responsible for reversing any unauthorized or fraudulent charges that arise out of unauthorized or fraudulent Customer Payments. SPI is not responsible for errors made by Customers in entering credit card numbers and other Customer Payment information and any resulting unauthorized debits or credits to Customer or other third party accounts provided Client shall be responsible for any credits issued pursuant to any resulting unauthorized Customer Payments.

d) Customer Relationship; Credits. Client is responsible for all relationships with all Customers, including without limitation, delivery of all communications and disclosures to Customers, resolution of Customer inquiries and complaints (unless specifically provided by SPI as indicated herein. The parties acknowledge and agree that (i) the funds comprising the Customer Payments are property of the Client. (ii) SPI (and/or the Designated Processor) is acting as agent for Client in the provision of the Services and receipt of Customer Payments, (iii) the completion of Customer Payments and/or receipt of money from Customers hereunder shall be considered to be payment to Client. SPI and Client shall each maintain complete and accurate records of inquiries and complaints from Customers arising out of the Service, including the manner of disposition or resolution thereof, and shall promptly notify the other party in writing of such complaints and provide the other party with any information reasonably

requested related to the disposition or resolution of such complaints.

e) Password Protection. SPI may provide Client/Vendor user names and/or passwords ("**Credentials**") in order for Client/Vendor employees to access and use the Speedpay Extranet Service and/or the Speedpay Extranet Reporting Tool. The "**Speedpay Extranet Reporting Tool**" means the internet-based functionality provided by SPI to Client which allows Client/Vendor' employees to and/or access certain data and reports regarding Customer Payments. Client is solely responsible for maintaining the confidentiality of all such Credentials, and is fully responsible for all activities that occur under the Credentials. Client may not disclose or provide the Credentials to any third party, other than Vendors. Client agrees to immediately notify SPI of any unauthorized use of Credentials or any other breach of security. SPI is not responsible for any loss to Client that arises from such use or action or from Client or Vendor's failure to comply with these provisions.

f) Authorizations. Client is responsible for obtaining all required authorizations in form and manner from Customers who make Customer Payments via the Speedpay Extranet Service, including the authorization for the Convenience Fee.

g) Promotion of the Service. Client shall make commercially reasonable efforts to promote the Service to their Customers and contemplates making promotional communications to Customers. Client agrees to make commercially reasonable efforts to promote the Service by appropriate measures, in Client's discretion. All Client communications, descriptions and other references to SPI and/or the Services shall be accurate and complete; Client shall promptly remedy any defects identified by SPI with regard to these communications, descriptions and references

h) Miscellaneous. Client represents and warrants that all sums owed by Customers, to the best of its knowledge and information, shall be bona fide, just and lawfully due and owing, and that Client has all necessary licenses and authorities to conduct its business and lawfully collect the sums from the Customers. SPI represents and warrants that SPI has all necessary licenses to conduct its business and lawfully process the Customer Payments as set forth hereunder

4) **Reporting and Settlement**

a) Election of Merchant Processor. For Speedpay Card Payments, Client shall use its own merchant processor agreement or relationship (including submitter merchant processor agreements). SPI or Designated Processor may advance Speedpay Card Payment funds to the Client's designated bank account and receive reimbursement for the advance of such funds from the applicable Card Networks. For PIN-less Debit payments, SPI will use its own relationship with the PIN-less Debit Network to debit Customer's accounts for PIN-less Debit payments. PIN-less Debit payment funds may be held temporarily in SPI or Designated Processor accounts for a period not to exceed one (1) business day and swept into the Client's designated bank account.

b) Process. SPI shall provide Client with a Posting File and a separate Reversal File each business day for all Customer Payments entered and scheduled for processing since the last processing cycle (usually the same time the prior business day).
   1) The "**Posting File**" contains information as agreed-to by the Parties for processing Customer Payment amounts and includes, at a minimum,: (i) information on the Customer receiving credit for the Customer Payment, (ii) the Client's account number assigned to the Customer (as provided by the Customer); (iii) the amount of the Customer Payment; (iv) the effective date of the Customer Payment, and (v) any additional information required to post the Customer Payment to the Client's accounts receivable system.
   2) The "**Reversal File**" contains information as agreed to by the Parties for processing Customer Payment amounts that have been returned on that processing day for any reason, including NSF (non- sufficient funds), chargebacks, account closed, etc. (each a "**Reversal**"), and includes information on the Customer who originally received credit for the Customer Payment, including, at a minimum : (i) Client's account number assigned to the Customer (as provided by the Customer); (ii) the amount of the Customer Payment; (iii) the effective date of the Customer Payment, and (iv) additional information required to complete the Reversal of the Customer Payment from the Client's accounts receivable system.
   3) SPI will submit Customer Payments included in the Posting File to the merchant processor, PIN-less Debit Network (as applicable) for the debit of the Customer's account in the amount of the principal amount plus

any applicable Convenience Fee. The total dollar value of these charges/debits is the **"Payment Total"** for each Payment Type.

c) Settlement to Client. SPI (which, for purposes of this Section 4c shall include the Designated Processor) will provide net settlement to Client by transfer of the Client Total for each Payment Type, as set forth below. The "**Client Total**" shall be computed as the Payment Total amount minus: (i) the aggregate dollar amount of any authorized Convenience Fees, and (ii) the dollar amount of all applicable Reversals received and/or processed by SPI since the prior settlement. Each Reversal will be netted from the Payment Total on the day when SPI receives notice of the Reversal through this net settlement process. Client shall promptly provide credit to Customer's account upon receipt of the Posting File; the completion of settlement of the Customer Payment shall not be a condition precedent to Client's provision of credit to the Customer.
i) On-line PIN-less Debit: SPI shall credit the Client Total using an ACH credit to the account designated by the Client PIN-less Debit payments within two business day.
ii) Speedpay Card Payments. The Payment Total shall be deposited into SPI's designated account by Client's merchant processor. SPI shall credit the Client Total for Credit Card using an ACH credit to the account designated by the Client within two business day.

5) **Customer Payments and Fees.** Customers will be assessed a Convenience Fee for each Customer Payment. Prior to completing a Customer Payment, Customer will be advised of the existence and amount of the Convenience Fee through the means of Payment entry set forth in Section 1 and shall be provided the option of accepting or rejecting Client's Convenience Fee and the attendant Service. Through the Extranet Service interface, Client may, in its sole election and discretion, waive its Convenience Fee; in such case, Client shall pay SPI a fee equal to the amount of the Convenience Fee directly. SPI shall determine the number of Customer Payments that have been waived by Client during each calendar month and shall bill Client an amount equal to the total waived Customer Payments multiplied by the applicable Convenience Fees (or such other amounts as may be mutually agreed to pursuant to Section 10 of the SPEEDPAY MASTER SERVICES AGREEMENT TERMS AND CONDITIONS) and track waived fees and provide or make available reasonable information for verification of waived fees being invoiced. Client shall pay SPI the invoiced amount within thirty (30) days of invoice receipt.

The initial Convenience Fees are as follows:
Residential Customer Payments: $2.25 Convenience Fee where the maximum payment amount per Customer Payment is $600.
Non-Residential Payments: $7.95 Convenience Fee where the maximum payment amount per Customer Payment is $1,500.
Velocity Controls. Customers shall not make more than five (5) On-line PIN-less Debit or Speedpay Card Customer Payments per Customer utility account in a thirty (30) day period.

6) **American Express.** Client agrees to defend, indemnify and hold harmless SPI from any third party claim arising from the unauthorized disclosure of Customers' American Express cardholder information caused by the acts or omissions of Client provided that the foregoing defense and indemnity obligations shall not extend to any liabilities arising from the acts or omissions of SPI or its Designated Processor. SPI may cease acceptance of American Express cards from Customers if: (i) America Express Travel Related Services Company, Inc. ("**AmEx**") ceases processing American Express card payments from SPI or from Client, or (ii) SPI's agreement with Amex terminates or expires, or (iii) continued acceptance of AmEx otherwise become commercially impracticable. SPI will provide no less than thirty (30) days written notice of such termination except that, in the event that cessation of such service is necessary on shorter notice in order to comply with AmEx rules or other requirements, or if AmEx elects to stop processing American Express card payments from SPI or from Client, then SPI may cease such acceptance on such shorter period as is necessary and shall provide Client such notice as is reasonably practicable.

7) **Other.** All Customer Payments shall be in U.S. Dollars and no foreign exchange will be provided. In accordance with its anti-money laundering, anti-fraud, and other compliance policies and practices, SPI may impose reasonable limitations and controls on any person or entity's ability to utilize the Service. Such limitations may include but are not limited to payment velocity controls rejecting Customer Payments, or restricting particular individuals or entities from using the Service. SPI shall periodically advise Client of all applicable restrictions and controls.

**Attachment A**

**Western Union Service Levels**

| **Services Availability** | |
|---|---|
| Services Availability | SPI's Services Availability for a given calendar month, including without limitation web IVR uptime, is 99.9% (~22 minutes per month) excluding Planned Maintenance.<br><br>Availability Is calculated excluding any Planned Maintenance, including scheduled maintenance or scheduled system outages. |
| Uptime Calculation | The "Monthly Uptime Percentage" for Services is calculated by the following formula:<br>$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$<br><br>Where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month.<br><br>Definitions<br>"**User Minutes**" means the total number of minutes in a month, less all *Planned Maintenance* (See Planned Maintenance). |
| Planned and Unplanned Maintenance and Related Activities | Planned Maintenance such as security patches and upgrades shall occur only during Sundays 12:00 a.m. – 6:00 a.m. (ET), except as necessary and upon notice as provided herein. SPI shall contact Client at least ten (10) business days in advance of any planned maintenance and notify Client of any unplanned maintenance with four (4) hours notice, security patches or upgrades that could impact the availability of the system, with notification prior to such unplanned activities. In addition, there shall be no more than two (2) system outages during each twenty-four (24) hour period (measured from midnight to midnight), and the aggregate time of the System Outages for planned and unplanned Maintenance during that period shall not exceed two (5) hours. A Penalty of $1,000 for each occurrence of maintenance system outages exceeding two (2) hours shall be applied.<br><br>Additionally, in the event of a planned or scheduled System Outage, it is expected that SPI will adhere to the following guidelines:<br><br>1. Downtime will be scheduled during standard maintenance windows Sunday 12:00 AM - 6:00 AM Eastern Time (ET), except as necessary and upon notice as provided above.<br>2. For all jointly scheduled releases to production that require application downtime, SPI will work with Client to implement a web page on the payer site notifying that the system will be unavailable during the scheduled downtime.<br>3. For all jointly scheduled releases to production that require application downtime, SPI will remove this notification page following completion of the deployment and QA.<br>4. For all jointly scheduled releases to production that require application downtime, SPI will implement a message on the IVR notifying that the system is unavailable during the scheduled downtime and remove this message following completion of the schedule deployment and QA.<br>5. For all planned maintenance on Sunday from 12a to 6a that requires downtime, SPI will put forth best efforts when possible to implement a web page on the payer site and a message on the IVR indicating that the system is unavailable and promptly remove such |

| | |
|---|---|
| | messaging following completion of the deployment and QA. |
| Client Integration Downtime Procedure | When the SPI solution is integrated with Client services and/or systems, the SPI will need to adhere to the following Integration Downtime procedure:<br><br>Client will inform the SPI to make the solution/services unavailable by contacting:<br><br>Eversource<br>[redacted]<br><br>[redacted]<br><br>SPI will make the solution/service unavailable upon Client request and in accordance with requested time periods, and provide appropriate notifications, including web page displays for the period that the system is not available with the content requested by Client.<br><br>Client will inform the SPI in writing of the time period that Client is ready for SPI to re-enable the solution/services<br><br>Client initiated downtime will not be counted against the SPI in the Uptime Calculation. |
| Web and IVR Disaster Recovery | Speedpay maintains redundant applications across two regionally diverse data centers with real time replication for database recovery<br>RTO of 4 hours is maintained and systems tested annually. |
| Web and IVR Backup Recovery Testing | The backup recovery systems to be tested annually. |

| Transaction Processing Time | |
|---|---|
| Transaction Processing Time | The Client will provide Customer Files (C2 and CIS) to the SPI team by 6:00 a.m. EST Tuesday thru Saturday. SPI will import the Customer Files by 7:00 a.m. EST Tuesday thru Saturday in accordance with their daily delivery schedule. SPI will process the Customer Files upon receipt from the Client. If the Client does not deliver Customer Files on time the SPI team will make best efforts to meet the 7 a.m. delivery response time but will not guarantee a 7 a.m. delivery time, but SPI will deliver Customer Files the next business day. |
| Client Customer Transaction Processing Time | 99% of transactions processed in under 5 seconds (from point Client Customer submits the transaction). |
| Standard Next Day Remittance File Processing | The SPI team will deliver a Posting Files of LNU Customer payments to the Client Monday through Friday, excluding Federal Reserve holidays for any payments received prior to the cutoff time as outlined in the BRD. The file will be sent to Client no later than 4:00 a.m.<br>Posting Files of EMA Customer payments to the Client daily (seven days a week), excluding Federal Reserve holidays for any payments received prior to the cutoff time as outlined in the BRD. The file will be sent to Client no later than 11:30 a.m. |

| Services | |
|---|---|
| Production Expectations and Services Requirements | When SPI system for Client is in production, SPI will be responsible for the following in addition to the service levels identified herein:<br>• Housing the system in a secure environment and adherence to regulatory and audit requirements of this kind of payment system.<br>• Security is defined as including utilizing proper encryption and access control standards.<br>• Authentication of users as they enter the system pursuant to SPI policies and procedures.<br>• Archival of pre-registration file (Customer File) for 2 weeks after acceptance for possible retrieval.<br>• Initiation of the RTPC (Real Time Payment Confirmation) transactions in the appropriate format or to be mutually agreed upon.. (OptionalService)<br>• Processing payments through the appropriate payment channels as configured during set up.<br>• Making data available for reporting queries initiated through the SPI Administrative system for rolling two years standard<br>• Send emails as indicated In the Functional Specification to either Internal resources or to the Payer directly based on events in the payment process.<br>• Customer Files as described in the SLA herein<br>• Posting Files as described in the SLA herein<br><br>When SPI system for Client is in production, Customer will be responsible for the following:<br>• Providing daily Customer Files (if selected) for retrieval by SPI by 6:00 a.m. Tuesday through Saturday ET.<br>• Retrieve the -Posting Files as outlined in the BRD.<br>• Ensure that all data required in the session transfer or as part of the Customer Files is made available as appropriate for processing payments<br><br>• Notify SPI in advance of Infrastructure changes that may impact session transfer, email confirmations, SFTP transmissions, and successful RTPC (Real Time Payment Confirmation) receipt when implemented. |

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

| Incident Reporting, Severity, Response and Resolution | | |
|---|---|---|
| Response & Resolution | **Severity Levels:**<br>**"Severity 1"** means:<br>(i) Client is unable to use the Services (e.g. The Service production system is partially or fully offline and cannot complete Payment entry or Payment processing; this occurs when: 1) Customers cannot complete Payment entry; or 2) an essential Payment process is inoperable;<br>(ii) a critical vulnerability that allows for a direct compromise of the system or Client data;<br>(iii) a Severity 2 problem has remained unresolved for 48 hours; or<br>(iv) a Severity 3 problem has remained unresolved for 96 hours.<br>(v) a confirmed breach of Personal Information, as defined by applicable laws,<br>"Severity 2" means:<br>(i) production is degraded, impeding critical business processing and/or causing disruption to normal production Services flow; (e.g. Service production systems are up and running, but there are material issues that need resolution for proper Payment processing; this occurs when: 1) Customers are able to enter Payments, but are experiencing degraded Service performance, or 2) a Payment process is inoperable and the deadline for the payment process is due to occur within the business day but not within the hour.)<br>(ii) development is down, disrupting critical development; or<br>(iii) a Severity 3 problem has remained unresolved for 48 hours<br>(iv) A suspected breach of Client data. | **Severity Level 1 Incident:**<br>**Response time: 30 Minutes.**<br><br>**Resolution time for (i) – (iv):ASAP up to 3 Hours but no later than the Payment process deadline for the day Severity Level 1 incident is discovered by SPI or reported by Client.**<br><br>**Resolution time for (v) : as required by applicable law and Data Breach requirements under the Agreement.**<br><br>**Severity Level 2 Incident:**<br><br>**Response time: 60minutes.**<br><br>**Resolution time (i) – (iii): ASAP up to 6 Hours but no later than the Payment process deadline for the day Severity Level 2 incident is discovered by SPI or reported by Client.**<br><br>**Resolution time for (iv) : as required by applicable law and Data Breach requirements under the Agreement for confirmed Data Breach.** |

| | | |
|---|---|---|
| | "Severity 3" means:<br>(i) non-critical development is down, critical development is degraded, or non-critical production is experiencing problems;<br>(ii) There is an issue that affects other non-core/essential Payments processes (e.g. reports); Payment/Service production related calls that do not meet criteria for Priority One or Priority Two are, by definition, Priority Three.<br><br>"Severity 4" means:<br>non-critical development is degraded, or minor production problems and/or questions exist. | **Severity Level 3 Incident**<br><br>**Target Response time: Same Business Day.**<br><br>**Target Resolution time: 3 Business Days.**<br><br>**Severity Level 4 Incident**<br>**Addressed during scheduled maintenance.** |
| Response | SPI's service technician will respond to service calls as follows:<br><br>If Client reaches a recorded message when it makes the service call, SPI must respond back to Client by personal telephone call and email within the Response timeframe to notify Client that SPI received the service call and SPI is working on a resolution.<br><br>~~SPI warrants that~~ Client's calls for service will be responded to within the time period specified above and ~~that SPI will immediately and continuously and that~~ SPI will ~~immediately~~ promptly ~~and continuously~~ work to resolve the problem until the Service is returned to normal operation and the issue is resolved in accordance with the terms and conditions set forth below.<br><br>Client shall provide the Severity Level of the problem when Client places a service call to SPI. Client will be notified hourly of status changes and SPI will escalate the problem to the appropriate SPI organization to resolve the problem and secure additional support as needed. The escalated problem will have higher priority than ongoing support, development or operations initiatives. SPI ~~warrants that it will~~shall use qualified technical personnel with the appropriate technical experience in the operation of the Services or resolution of the problem. If resolution requires a SPI bug fix,- SPI will add the bug fix to its development queue for future update and suggest a potential workaround until the problem is resolved in a future update. | |
| Support Availability | SPI will provide telephone support not less than 24 hours per day, 7 days per week for Severity 1 problems, , Monday through Friday for Severity 2 problems and, for Severity 3 and Severity 4 problems, 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. | |
| Resolution: | Problem resolution is defined as a permanent fix. SPI will put forth best effort to -provide Client with a patch or temporary fix to the problem while working on resolution during the initial response to the service call when it is within the SPIs control to do so. Such patch -or temporary fix shall render the Services usable until a permanent resolution is provided by SPI within 5 business days. SPI is at times dependent upon other third parties which is out of SPIs control. | |

<table>
<tr><th colspan="2">Service Level</th></tr>
<tr><td>Service Level Nonperformance</td><td>The parties acknowledge and agree that for any month that any Service Level is not achieved, the period for any increases of Customer Convenience Fees during the scheduled review periods shall be ~~cumulatively~~ delayed by the applicable periods set forth below. Provided, however, this delay shall not apply to increases of Customer Convenience Fees conducted pursuant to Section 4B of the Agreement, and any delays shall run concurrently with the fee changes conducted pursuant to Section 4A of the Agreement. ~~(e.g., if SPI fails to maintain an uptime percentage of 99.9% and website load time exceeds 3 seconds, then any increase in Convenience Fee shall be delayed by three months)~~</td></tr>
<tr><td>Availability</td><td>If the Monthly Uptime Percentage falls below 99.9% for any given month, Client will be provided the following Resolution:
<table>
<tr><th>Monthly Uptime Percentage</th><th>Resolution</th></tr>
<tr><td>< 99.9%</td><td>any increase in Convenience Fee shall be delayed by one month</td></tr>
<tr><td>< 98.0%</td><td>any increase in Convenience Fee shall be delayed two months</td></tr>
</table></td></tr>
<tr><td>Website Performance</td><td>If the Website Page Load Time falls below 2 seconds for any given month, SPI to track from the point it receives the (request). Client will be provided the following Resolution:
<table>
<tr><th>Page Load Time</th><th>Resolution</th></tr>
<tr><td>2</td><td>any increase in Convenience Fee shall be delayed by one month</td></tr>
<tr><td>3</td><td>any increase in Convenience Fee shall be delayed by two months</td></tr>
</table></td></tr>
<tr><td>Transaction Processing</td><td>If the Transaction Processing Time falls below 5 seconds for any given month, Client will be provided the following Resolution:
<table>
<tr><th>Transaction Processing Time</th><th>Resolution</th></tr>
<tr><td>2</td><td>any increase in Convenience Fee shall be delayed by one month</td></tr>
</table></td></tr>
</table>

| | | | |
|---|---|---|---|
| | | 3 | any increase in Convenience Fee shall be delayed by two months |
| Incident Response & Repair | If there are 1 or more failures to achieve Severity 1 or Severity 2 Problem Resolutions in any given month, Client will be provided the following Resolution: | | |
| | | **Severity 1 or 2 Problem Resolution Deficiencies (Monthly)** | **Resolution** |
| | | ***1 Resolution Deficiency*** | any increase in Convenience Fee shall be delayed by one month |
| | | 2 or more **Resolution Deficiencies** | any increase in Convenience Fee shall be delayed by two months |

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

| Service Level Reporting and Applicable Resolution | |
|---|---|
| Functionality and service level reporting | SPI shall track the Services performance metrics for service levels and functionality set forth in the Agreement and upon Client's request and as otherwise set forth in the Agreement, provide Client with requested reports of SPI's performance metrics for such service levels and Agreement functionality. In the event that SPI does not achieve one or more Service Levels, the SPI shall promptly report such event(s) to the Client. Service Level performance adjustments shall be applied or implemented as described above. |
| Ad Hoc Reviews | The Parties agree to participate in periodic project and production meetings using any mutually acceptable means of communication. The Parties agree to provide at least seven (7) Business Days' notice when requesting an Ad Hoc review.<br>These reviews will include the following elements:<br>• Review the Issues Log, service levels, cost savings opportunities, industry best practices, and short and long-term milestones.<br>• Facilitate a frank discussion of key mutual objectives and assess the Parties 'progress towards those objectives. |

**Exhibit 1**
**DESIGNATED PROCESSOR**

This Exhibit 1, which shall become part of the Agreement, SPI designates, and Client approves, Western Union Financial Services, Inc. as the **"Designated Processor"** and the parties expressly set forth the relationships established by the Agreement.

The parties acknowledge and agree that (1) the funds comprising the Customer Payments are property of Client; (2) SPI and/or the Designated Processor will act as Client's agent in the receipt of Customer Payments; (3) the completion of Customer Payments and/or the receipt of money from Customers hereunder by SPI or Designated Processor shall be considered payment to Client for the purpose of extinguishing Customer's payment obligation to Client (in the principal amount paid by Customer) as if the Customer had paid the Client directly, even if the Customer Payment is not received by Client from SPI or Designated Processor; (4) SPI, and not the Customer, is solely liable to Client for Customer Payment funds if SPI or Designated Processor fails to remit Customer Payment funds to Client; (5) neither SPI nor Designated Processor is involved in the collection of any Customer's debt nor the provision of Client's goods and/or services to Customers; and (6) each Customer Payment is subject to SPI's terms and conditions, a current copy of which is attached hereto (Client shall be advised on any material changes to SPI terms and conditions).

For the duration of its designation, Designated Processor shall be joined as a party to the Agreement for the limited purpose of receiving Customer Payments from Customers as agent on Client's behalf, and Designated Processor's sole obligations under this Agreement will be as set forth in this Exhibit 1 and to accept Customer Payments on Client's behalf and remit Customer Payments to Client in accordance with Section 4(C) of Schedule A to the Agreement, with all other activities required for the performance of the Service being obligations of SPI. SPI may terminate the designation of the Designated Processor by written notice to Client. Notwithstanding any such termination, the express appointment of SPI as Client's agent as provided herein shall continue in effect for the Initial Term and any Renewal Term; provided, however, and in the event SPI elects to utilize a new Designated Processor, such Designated Processor shall be subject to Client's approval.

Designated Processor agrees to comply with all applicable laws in the performance of its duties under the Confidentiality and Information security obligations of the SPEEDPAY MASTER SERVICES AGREEMENT (**"Agreement"**), and those obligations as more specifically set forth in Exhibit 2 of the Agreement between SPI and Client (which are hereby incorporated by reference). Designated Processor shall have in place insurance in accordance with Exhibit 2 to the Agreement.

| **SPEEDPAY, INC.** | **EVERSOURCE ENERGY SERVICE COMPANY** |
|---|---|
| By: [signature] | By: [redacted] |
| Name: Randy Acocelli | Name [redacted] |
| Title: VP, Operations | Title: IT Category Lead Procurement |
| Date: 9/6/16 | Date: 9-2-16 |

By signing below, Western Union Financial Services, Inc. accepts the designation of Designated Processor under the Agreement and agrees to be joined as a party to the Agreement and comply with those terms related to its limited responsibilities of receiving Customer Payments from Customers as agent on Client's behalf as set forth in this Exhibit 1.

**WESTERN UNION FINANCIAL SERVICES, INC.**

By: [signature]
Name: Randy Acocelli
Title: VP. Operations
Date: 9/6/16

**Exhibit 2**
**Confidentiality and Security**

1) **Confidential Information.**

a) As used herein "**Confidential Information**" shall mean any nonpublic information disclosed (whether in writing, orally, or by another means) by (i) a Party to the other Party or (ii) by a Client Customer to SPI or the Designated Processor in the course of providing Services under this Agreement, including (v) information expressly marked or disclosed as confidential, or information which a reasonable person would appreciate as confidential, (w) information traditionally recognized as proprietary trade secrets, (x) all forms and types of customer information, financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, programs, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which may be identified with the legend "CONFIDENTIAL"; (y) Personal Information (as defined below); and (z) all copies thereof. If the Confidential Information is provided orally, the Disclosing Party shall clearly identify it as being proprietary or confidential. In the event the Disclosing Party inadvertently fails to clearly identify any tangible or oral information it provides to the recipient party, as confidential or proprietary, in the manner or fashion as set forth herein, such information shall still be treated by the Receiving Party as confidential or proprietary information, if such information would otherwise be reasonably construed as Confidential Information hereunder. "**Disclosing Party**" shall mean a Party that discloses Confidential Information to the Receiving Party; and "**Receiving Party**" shall mean a Party who receives Confidential Information from the Disclosing Party or from a Customer in the course of performing under this Agreement. For purposes of this Exhibit 2, "**Party**" shall mean Client, SPI or Designated Processor.

b) The Receiving Party agrees to keep in confidence, using the same degree of care it uses to protect its own Confidential Information. The Receiving Party also agrees not to use such Confidential Information for any purpose except as contemplated by the Agreement without the prior written consent of the Disclosing Party, and not to disclose any Confidential Information received by it from the Disclosing Party to any unauthorized third party.

c) The restrictions set forth in this Section shall not apply to any information that: (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by applicable law, (including any judicial or administrative proceeding)(but in such event, only to the extent required to be disclosed; or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. Within 30 business days of the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the Disclosing Party, or shall promptly certify in writing the destruction of such materials to the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall be entitled to retain (and not return or destroy) sufficient information to maintain legally required records to support their business functions, but only to the extent as legally required. Neither party will be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with such party's security and/or disaster recovery procedures, provided that such archived copy will (i) eventually be erased or destroyed in the ordinary course of such party's data processing procedures and (ii) will remain fully subject to the obligations of confidentiality stated herein.

d) Confidential Information that contains nonpublic personal information (as defined in 16 CFR Part 313, the "**Personal Information**") about customers is subject to the protections created by

the Gramm-Leach-Bliley Act of 1999 and under the standards for safeguarding Customer Information, 16 CFR Part 314 (2002), including its implementing regulations ("**GLB**"). In addition to GLB, other federal and/or state laws may regulate how certain Confidential Information or personal information is used, stored and/or otherwise protected and/or safeguarded (collectively "**Data Protection Laws**"). The parties agree to take appropriate measures in accordance with the Data Protection Laws, as necessary to protect the security of the Personal Information and to take reasonable steps to ensure there is no disclosure of Personal Information other than as authorized under the Data Protection Laws and or this Agreement. With respect to Personal Information, the Receiving Party agrees that:

i) It will use commercially reasonable efforts to safeguard and protect the confidentiality of any Personal Information.
ii) It has or will implement and maintain appropriate safeguards to safeguard and protect the confidentiality of any Personal Information.
iii) It will not disclose or use Personal Information provided except for the purposes as set forth in the Agreement and as permitted under the Data Protection Laws.
iv) The Disclosing Party may be required by the Data Protection Laws, or other applicable law, to take reasonable steps to assure itself that its service providers maintain sufficient procedures to detect and respond to security breaches, and maintain reasonable procedures to discover and respond to widely-known security failures by its service providers.
v) Regulatory authorities or bodies, including, but not limited to, the Consumer Financial Protection Bureau, Federal Trade Commission, Office of the Comptroller of Currency, as applicable may, from time to time, issue amendments to and interpretations of Data Protection Laws, and the Receiving Party hereto may be required to modify its policies and procedures regarding the collection, use, protection, and/or dissemination of Personal Information to conform to such changes in law. To the extent such regulations are so amended or interpreted, each Party hereto agrees to use reasonable efforts to comply with any such new applicable requirements.

e) In the event Receiving Party uses Confidential Information/Personal Information in an unauthorized manner, discloses Confidential Information/Personal Information in violation of this section, or experiences a security breach of Confidential Information/Personal Information, the Receiving Party shall: as soon as practicable, notify the Disclosing Party of the unauthorized use, disclosure or security breach of Confidential Information/Personal Information, reasonably cooperate with the Disclosing Party to mitigate the unauthorized disclosure of Confidential Information and any resulting damage and assist in the Disclosing Party in notifying affected persons. In addition, the Disclosing Party shall be entitled to all other remedies available at law or equity including injunctive relief.

2) **Information Security.**

a) Each Party agrees:
i) to maintain physical, electronic, and procedural safeguards that comply with federal and other applicable legal standards to guard such Confidential Information and to implement and apply appropriate information security and disposal measures designed to meet the applicable law and the objectives of this Agreement;
ii) to implement, administer and maintain written information security policies and procedures consistent with the best industry standards and practices ("**IS Policies**");
iii) to implement, administer and maintain a written disaster recovery plan ("**Disaster Recovery Plans**") consistent with the best industry standards and practices; and
iv) to comply with all applicable laws and regulations regarding the security, handling, use and disclosure of Confidential Information.

b) Each Party shall ensure that the IS Policies include administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Confidential Information provided to Receiving Party by the Disclosing Party; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; (iii) protect

against unauthorized access, disclosure or use of such Confidential Information; and (iv) ensure the proper disposal of Confidential Information.

c) SPI and its Designated Processor will provide reasonable documentation and/or summaries of their IS Policies and Disaster Recovery Plan to the other Party, and will make its personnel reasonably available for questions and assurances regarding the IS Policies and Disaster Recovery Plan.

i) SPI's and its Designated Processor's Information Security Policies are based upon ISO and other industry recognized security standards, policies and procedures.
ii) SPI's and its Designated Processor complete annual assessments for PCI and SOC 2, as applicable and will make the attestation on compliance for PCI and the SOC 2 report available upon written request.

d) Disabling Devices. Each Party shall (i) take all commercially reasonable and industry standard measures to ensure that the its systems, and any services or deliverables prepared, developed, or provided in connection with this Agreement, shall not knowingly or intentionally contain, and shall not knowingly or intentionally result in the creation or insertion of, any Disabling Device (as defined below); (ii) routinely and consistently employ best industry practices to identify, screen, and prevent any Disabling Device in it systems, and any other materials and resources utilized by the Party in connection with this Agreement and to prevent any such Disabling Device from infiltrating or otherwise moving from any resources of the Party to any resources of the other Party; (iii) not knowingly or intentionally install any Disabling Device in its systems, or in any other materials and resources utilized by the Party in connection with this Agreement; and (iv) promptly assist and cooperate with the other Party in eliminating and mitigating the effects of any Disabling Device discovered in its systems, or in any other materials or resources utilized by the Party in connection with this Agreement. As used in this Agreement, "**Disabling Device**" means any virus, timer, clock, counter, time-lock, time-bomb, or other limiting design, instruction, or routine (including, but not limited to, any "bots," "spiders," "spy-ware," "mal-ware" or "ad-ware") that would or is intended to erase data or programming or cause any of the foregoing materials or any portion thereof, or any other software, hardware, equipment, or data, to become inoperable or otherwise become incapable of being used in the full manner for which designed, intended, and created.

3) **Audit.**

a) At no charge to a Party ("**Assessing Party**"), the other Party ("**Assessed Party**") shall provide the Assessing Party and Regulatory Bodies, as Assessing Party may from time to time reasonably designate in writing, reasonable access (and in the case of Regulatory Bodies at any time required by such Regulatory Bodies): (i) to Assessed Party's designated employees who have knowledge of the facts relevant to the issues or topics of the assessment, (ii) to data and records directly relating to the subject matter of the Agreement, during the term of this Agreement, solely in order to: (A) verify the accuracy of amounts due either Party hereunder; (B) verify the confidentiality, integrity and availability of Confidential Information and to examine the systems that process, store, support and transmit that Confidential Information; (C) examine Assessed Party's performance of its obligations and conformance to the terms of the Agreement; and (D) inspect the books and records of the Assessed Party which are directly relevant to the Services, including the calculation, collection and payment of fees set forth in the Agreement.

b) "**Regulatory Body**" means any governmental authority (including courts) with jurisdiction over, as applicable, each Party, with respect to the Service or performance under the Agreement. With regard to examinations by Regulatory Bodies, Assessed Party shall provide such Regulatory Body with such reasonable access to Confidential Information to which such Regulatory Body is entitled under Applicable Law.

c) The foregoing rights shall be subject to the following: (i) the Assessing Party shall provide at

least ten (10) Business Days' notice to Assessed Party prior to such assessment, except in the case of an assessment required by Regulatory Bodies, in which case Assessing Party shall give Assessed Party the maximum notice reasonably possible; (ii) any such assessment will be conducted for a reasonable duration during regular business hours (except as required by Regulatory Bodies) in such a manner as not to interfere with normal business activities of Assessed Party; (iii) in no event will Assessing Party conduct an assessment pursuant to this Section more frequently than once per calendar year (except as required or conducted by Regulatory Bodies); and (iv) the Assessing Party's employees and other representatives shall comply with the reasonable confidentiality and security requirements of Assessed Party. Nothing set forth in this Amendment or the Agreement, shall compel or otherwise obligate SPI or the Designated Processor to provide or disclose any highly sensitive, confidential or proprietary information and/or data, this includes, but is not limited to, network architecture diagrams, disaster recovery plans/program schematics or information.

d) Each Party shall bear its own costs in connection with any assessment. Assessing Party shall promptly make the results of any review or assessment conducted pursuant to this Section available to the Assessed Party. Any information regarding Assessed Party or Assessed Party's affiliates and subcontractors learned by Assessing Party in the course of any assessment conducted pursuant to this Section shall be considered Assessed Party's Confidential Information.

**ADDITIONAL CONTRACT PROVISIONS:**

**4) SPI Insurance:** SPI shall maintain sufficient insurance coverage to enable it to meet its obligations created by the Agreement and by law. Without limiting the foregoing, SPI will maintain (and shall cause its Designated Processor Western Union Financial Services, Inc. performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under the Agreement:

a) Professional Liability Insurance with a combined single limit of not less than Five Million Dollars ($5,000,000) per occurrence and Cyber Insurance with a combined single limit of not less than Fifteen Million Dollars ($15,000,000). Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under the Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to Breach Events, network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

b) The Professional Liability and Cyber Insurance retroactive coverage date shall be no later than the Effective Date. SPI shall maintain coverage for two (2) years after termination of the Agreement.

c) SPI shall ensure that the insurance policies listed above contain a waiver of subrogation against Client and its affiliates. Upon written request, SPI will furnish to Client certificates of insurance and such other documentation relating to such policies as Client may reasonably request. In the event the coverage obtained by SPI is less than that required above, SPI agrees that it shall promptly acquire such coverage and notify Client in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. SPI's insurance will be deemed primary with respect to all obligations assumed by SPI under the Agreement.

**5) Due Diligence Questionnaire and Cyber-Security Standards**

a) As of the Effective Date, the parties acknowledge that SPI and the Designated Processor have completed and submitted Client's Due Diligence Questionnaire (DDQ) Version 7 and SPI and Designated Processor shall comply with their representations and statements made therein for the term of the Agreement and will be consistent with the cyber security controls, policies, procedures and practices included in the performance of the contracted services, as set forth in the DDQ. Responses to the DDQ must include areas where a third party to the SPI is providing a

portion of the services, (e.g. Western Union Financial Services, Inc. as the "Designated Processor"). To the extent that SPI uses any third party contractor to perform any portion of the services, the SPI and Designated Processor responses in their DDQ must include areas where a third party to the SPI is providing a portion of the services, e.g. infrastructure as a service or a company providing data center facilities.

b) SPI must notify the Client of any changes to the Designated Processor and a separate DDQ acceptable to Client is required prior to the use of any replacement Designated Processor. The Client retains the right to terminate the Agreement in accordance with the Termination section, if the new service provider is found to have insufficient controls (and is unwilling to correct the deficiencies) in place to adequately protect the Client's data.

c) In addition, SPI shall review and update the DDQ every 2 years, or at Agreement renewal, whichever is sooner, provided that Client, at its option, may elect to accept, in lieu of a DDQ update, the submission of documentation acceptable to Client reflecting SPI's and its Designated Processor's compliance with an independent ISO 27001 certification.

d) SPI and Designated Processor shall conduct no less than industry-standard background screening of SPI employees performing any Services for Clients in accordance with its written policy; SPI policy currently provides the following:
   A. A Social Security/Address History search for addresses associated with a SSN.
   B. Criminal County searches (petty, misdemeanor or felony offense) and Federal criminal district searches for every county the candidate has lived in, worked in, and attended school under each name the individual has used in the past seven (7) years.
   C. Employment Verification on past two employers or past seven years, whichever is shorter.
   D. National Criminal Database Search This search acts as a supplemental search to other criminal records searches by identifying criminal records that may exist outside on an applicant's home or work area. SPI and Designated Processor shall obtain verification of no criminal convictions in all jurisdictions where such SPI and Designated Processor personnel has lived and worked during the most recent seven (7) years, including but not limited to verification for offenses that involve the taking of a false oath, the making of a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting, fraudulent concealment, embezzlement, fraudulent conversion or misappropriation of funds, or securities or a conspiracy to commit any of these offenses or substantially equivalent activity in a domestic, military, or foreign court; and any additional information Customer may from time-to-time request to be included.
   E. National Sex Offender Registry.
   F. Global Sanctions and Enforcement Database Search including OFAC (Office of Foreign Assets Control) Specially Designated Nationals List and Financial Crimes Enforcement Network (FinCen).
   G. Professional Certification.
   H. Motor Vehicle Report. Conducted only for positions that require a driving role.
   I. Vice President level and above – due diligence conducted by GDD analyst through additional research tools.
   J. A 5-Panel drug test.
   K. Proof of identity validation; which must include a document with a photograph
   I. If not a US citizen, verification of authorization to work in country from an official government agency, such as the Department of Homeland Security's E-Verify process;

g) No SPI and Designated Processor personnel assigned to perform Services shall have been convicted of, or have agreed to enter into a pretrial diversion or similar program in connection with the prosecution of, a criminal offense involving theft, dishonesty, breach of trust, money laundering, the illegal manufacture, sale, distribution of or trafficking in controlled substances, a felony, or substantially equivalent activity in a domestic, military or foreign court. Examples of such criminal offenses include, but are not limited to, the taking of a false oath, the making of a false report, bribery, perjury, burglary, larceny, theft, robbery, extortion, forgery, counterfeiting,

fraudulent concealment, embezzlement, fraudulent conversion or misappropriation of funds, or securities or a conspiracy to commit any of these offenses.

h) The Parties acknowledge and agree that SPI and the Designated Process must comply with all applicable laws, regulations and SPI and Designated Processor policies in conducting and maintaining Background Checks, and with conditions of employment for SPI and Designated Processor employees; nothing set forth herein shall impair or otherwise affect SPI's ability to comply with such obligations.

6) **Personal Information Protection and Security:** SPI and Designated Processor shall, in accordance with industry standards such as ISO 27001, ensure the confidentiality, integrity and availability of the Personal Information under their control. SPI and Designated Processor comply with and have measures in place that satisfy the following minimum security requirements:

a) SPI and Designated Processor have a written confidential information security program and a published set of comprehensive security policies that stipulate technical controls, user responsibilities, meet all business and legal and regulatory requirements applicable to SPI and Designated Processor for protecting their information technology systems and networks and Personal Information that ensures the confidentiality, integrity and availability of the Personal Information accessed or stored by SPI and Designated Processor;

b) SPI and Designated Processor have 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. SPI and Designated Processor shall have communicated these policies and procedures to all users of their respective computer resources with user acknowledgement retained on file;

c) SPI's and Designated Processor's information technology level of protection have been defined using a risk assessment process;

d) each user shall be uniquely identified to ensure accountability and SPI and Designated Processor have processes in place to ensure only authorized and appropriate level of access is granted to computer resources;

e) user activity is logged and SPI and Designated Processor have a process in place for reporting suspected unauthorized activity to facilitate investigations;

f) attempted unauthorized activity is monitored by SPI and Designated Processor 7x24 for identified critical cyber assets (i.e., the Internet gateway, dial-in, or a high risk application) and SPI and Designated Processor have associated incident handling procedures in place to ensure timely and appropriate response in compliance with all laws applicable to SPI and Designated Processor as a provider of the services to be rendered by SPI and Designated Processor;

g) SPI and Designated Processor have change control processes and associated security in place to ensure that only authorized hardware and software is installed on their networks;

h) SPI and Designated Processor have security services such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and internal vulnerability scanning of critical cyber assets and applications used in the performance of the services, in place and up to date, and SPI and Designated Processor shall keep such security services current and up to date (implementing the latest versions, patches, new virus definitions, etc, in accordance with its internal testing and implementation plan), and periodically test these services to ensure effective on-going operation;

i) where wireless technology is used, SPI and Designated Processor have sufficient controls (e.g.,

encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;

j) any information technology used by SPI and Designated Processor to access or store Personal Information shall be encrypted. These technologies include but are not limited to servers, storage devices, personal computers, and mobile devices (tablets, smartphones).

k) Personal Information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.

l) SPI and Designated Processor shall apply the same level security controls and configuration to the test or support environment, as provided to production and will "sanitize" Personal Information that is copied to these environments so unneeded data fields are not brought into test systems.

m) SPI and Designated Processor shall ensure that all application development practices used as part of the System Development Life Cycle (SDLC) and used in support of the contracted services will include secured coding practices. SPI and Designated Processor will incorporate practices to prevent coding errors identified by industry standards such as the SANS top 25 Coding Errors.

n) SPI and Designated Processor shall ensure a vulnerability management program is in place to not less than quarterly, scan the infrastructure supporting application providing the contracted services. SPI and Designated Processor will also scan the application at least annually and all changes prior to deployment to production. SPI and Designated Processor will remediate all vulnerabilities that could lead to a direct compromise of the system and the Client's data within 30 days.

o) SPI and Designated Processor shall establish and apply rules for the development of both software and systems to ensure that information security is designed and implemented within the development lifecycle of information systems in accordance with industry best practices (e.g. OWASP.org and SANS.Org),

p) SPI and Designated Processor shall establish and appropriately protect secure development environments for system development and integration efforts that cover the entire system development lifecycle for the duration of this contract/SOW. This includes segregation of development activities, protection of subversion system to maintain source code integrity, and access/authorization control.

q) SPI and Designated Processor shall supervise and monitor the activity of any outsourced system development.

r) Information involved in application services passing over public networks shall be protected from fraudulent activity, contract dispute and unauthorized disclosure and modification and information involved in application service shall be protected to prevent incomplete transmission, mis-routing, unauthorized message alteration, unauthorized disclosure, unauthorized message duplication or replay; therefore, SPI and Designated Processor shall develop a Secure Systems & Applications Development Lifecycle Plan incorporating these requirements as applicable.

s) Requirements for the technical review of applications and/or services during and after development efforts shall be identified and executed to ensure applications and services have no adverse impact on organizational operations or security; therefore, testing requirements of security functionality shall be identified in partnership with Eversource Energy and carried out by SPI.

t) Changes to systems within the development lifecycle shall be controlled by the use of formal change control procedures between Eversource Energy and SPI.

u) SPI and Designated Processor shall ensure the protection of data used for testing. Test data shall be selected carefully, protected and controlled.

v) SPI and Designated Processor shall provide adequate security resources to carry out workshops to help define specific security requirements derived from design and development sessions.

**8) Security Reporting:** During each calendar year for the term of the Agreement, as it may be extended, SPI and Designated Processor will provide upon written request reports with a joint opinion under the AICPA standards (SOC reports) for locations from which services are provided to Client. The scope of these reports shall address the controls specific to the Services being provided to Client and may be the common controls that support Client as well as multiple clients, including Client, served from SPI and Designated Processor locations. The control objectives shall be at a minimum, based upon guidance from the Information Technology Governance Institute. Client will be provided copies of relevant reports upon written request. SPI will provide Client a representation letter (otherwise referred to as a "bridge letter") in relation to the time period which is not covered by the reports until the end of the audit year cycle. For the avoidance of doubt, no Personal Information or information that could potentially identify Client as a customer of SPI will be disclosed in the reports. SPI will comply with future guidance relating to SSAE 16 as issued by the AICPA, IAASB, the Securities and Exchange Commission or the Public Client Accounting Oversight Board.

9) **Breaches of Customer Personal Information and Other Confidential Information.**

a. SPI and Designated Processor (individually "an SPI Party" and collectively, the "**SPI Parties**") shall, in accordance with industry standards such as ISO 27001, ensure the confidentiality, integrity and availability of the Client Customers' Personal Information received under the Agreement and under their control. A "**Personal Information Breach Event**" shall mean (i) a known security breach of a SPI Party's information technology systems involving the Client's Customer Personal Information, or (ii) any unauthorized access, acquisition, misuse or loss of the Client's Customer Personal Information under the control of an SPI Party or (iii) exploited vulnerabilities impacting Client's Customer Personal Information under the control of a SPI Party. Upon the occurrence of a Personal Information Breach Event, SPI will assume responsibility to manage and respond such Personal Information Breach Event and serve as the point of contact for Client. SPI will promptly notify the Client as follows:
   i. in the event of a Personal Information Breach Event, SPI shall promptly (within forty-eight hours of confirmed discovery) notify Client of a Personal Information Breach Event via e-mail and telephone to the ITS Support Center at (860) 665-4000 (24x7);
   ii. email sharcis@eversource.com with Personal Information Breach Event details;
   iii. Client's Deputy General Counsel Chief Compliance Officer: Duncan MacKay (duncan.mackay@eversource.com); and
   iv. any other contacts set forth in the notice provisions of the Agreement.

b. In the event of a Personal Information Breach Event, SPI shall investigate, contain and mitigate the impact of the Personal Information Breach Event on Client and coordinate, cooperate, and communicate with Client regularly regarding SPI's activities, and SPI shall provide Client with a copy of an auditor's report upon completion. Each Party will reasonably assist the other party in remediating or mitigating any potential damage. In the event of a Personal Information Breach Event, Client and the auditor will not be entitled to audit (i) data or information or shared infrastructure of other customers or clients of SPI; (ii) any cost information; (iii) contract management reports; or (iv) any other Proprietary Information of SPI that is not directly relevant for the authorized purposes of the audit. SPI shall develop a reasonable action plan to correct the causes of the Personal Information Breach Event and all material vulnerability or vulnerabilities discovered during the audit or inspection. SPI shall correct each such Personal Information Breach Event cause or vulnerability at its sole cost and expense. Notwithstanding the foregoing, in the event the Personal Information Breach Event occurs on SPI Infrastructure that is shared between Client and any other SPI client, then Client shall not have the right to approve the action plan; provided however that SPI notifies Client of the action plan and gives Client the opportunity to review, if reasonably possible under the circumstances, the action plan before its implementation and in the event Client is dissatisfied with the plan, Client may terminate the Agreement and be refunded any prepaid fees for the duration of the Agreement after the effective termination date. SPI shall confirm in writing

to Client that it has corrected all such Personal Information Breach Event causes and vulnerabilities.

c. SPI shall provide all legally-required notices (**"Breach Notices"**) to Customers whose Personal Information was disclosed due to Personal Information Breach Event (**"Impacted Customers"**), provided that the content of all such Breach Notices to Impacted Customers shall be subject to Client's prior review. Any Breach Notice mandated by law relating to a Personal Information Breach Event involving personally identifiable information shall also include, if (i) required by law, (ii) required by SPI policy, or (iii) requested by Client if financial account numbers or SSNs or other Personal Information is involved, an offer for credit monitoring and identity theft restoration services from a mutually-agreeable provider for the period mandated by law but not to exceed twenty-four (24) months. Client may, at its option, elect to undertake to provide the Breach Notices to Impacted Customers, subject to the terms set forth below. If the Personal Information Breach Event was solely caused by the acts or inactions of SPI or its Designated Processor, SPI shall be responsible for the actual and reasonable costs or damages caused by the Personal Information Breach Event for the following categories, as a result of Personal Information Breach Event:

i. the cost of providing notices to Impacted Customers;
ii. the cost of providing required notices to government agencies, credit bureaus, and/or other entities by SPI, but only to the extent required by law;
iii. the cost of providing Impacted Customers with credit monitoring and identity theft restoration services designed to protect potential fraud associated with identity theft crimes for a specific period not to exceed twenty-four (24) months;
iv. call center support for Impacted Customers for a specific period not to exceed 180 days;
v. SPI's own costs and fees associated with computer forensics work required for Personal Information Breach Event investigations;
vi. and fines or penalties assessed by governments or regulators directly attributable to the Personal Information Breach Event.

In addition to the foregoing, subject to Section 8 of the Agreement, to SPI and Designated Processor shall defend, indemnify and hold Client harmless from all claims, costs and liabilities arising from or related to any Personal Information Breach Event

d. In the event that there is any breach of Client's Customer Personal Information while such information is on Client's systems or under the control of Client, such breach shall not be a "Personal Information Breach Event," as defined above, and Client shall be solely responsible for the performance of all actions associated with or related to such breach, and liable for all costs arising therefrom.

e. Other Confidential Information Breaches. For any breaches of any Party's Confidential Information other than Client's Customer Personal Information, the Receiving Party shall promptly notify the Disclosing Party of any breaches of that Confidential Information and each Party will reasonably assist the other Party in remediating or mitigating any potential damage or impacts from the unauthorized disclosure of the Confidential Information.

**Exhibit 3**
**ADA Requirements Document**

Web Content Accessibility Guidelines (WCAG) Guidelines

Western Union represents it is materially Double AA compliant to ADA Guidelines and will be fully Double AA compliant by 3rd quarter 2017.

Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive.

Guideline 1.1 Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **1.1.1. Non-text Content:** All non-text content that is presented to the user has a text alternative that serves the equivalent purpose, except for the situations listed below. (Level A) | We have alt tags for CVV images – but not descriptive enough.<br>We do not have alt tag for ACH. | **Phase 2** |
| - **Controls, Input:** If non-text content is a control or accepts user input, then it has a name that describes its purpose. (Refer to Guideline 4.1 for additional requirements for controls and content that accepts user input.) | Input controls have names but not descriptive | **Phase 2** |
| - **Time-Based Media:** If non-text content is time-based media, then text alternatives at least provide descriptive identification of the non-text content. (Refer to Guideline 1.2 for additional requirements for media.) | **NA** | |
| - **Test:** If non-text content is a test or exercise that would be invalid if presented in text, then text alternatives at least provide descriptive identification of the non-text content. | **NA** | |
| - **Sensory:** If non-text content is primarily intended to create a specific sensory experience, then text alternatives at least provide descriptive identification of the non-text content. | **NA** | |
| - **CAPTCHA:** If the purpose of non-text content is to confirm that content is being accessed by a person rather than a computer, then text alternatives that identify and describe the purpose of the non-text content are provided, and alternative forms of CAPTCHA using output modes for different types of sensory perception are provided to accommodate different disabilities. | **NA for the standard 4.01 site<br>If customized – Yes-- complies** | |
| - **Decoration, Formatting, Invisible:** If non-text content is pure decoration, is used only | **NA we don't use content for decoration** | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| for visual formatting, or is not presented to users, then it is implemented in a way that it can be ignored by assistive technology. | | |

Guideline 1.2 Time-based Media: Provide alternatives for time-based media.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **1.2.1 Audio-only and Video-only (Prerecorded):** For prerecorded audio-only and prerecorded video-only media, the following are true, except when the audio or video is a media alternative for text and is clearly labeled as such: (Level A) | NA | |
| - Prerecorded Audio-only: An alternative for time-based media is provided that presents equivalent information for prerecorded audio-only content. | NA | |
| - Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. | NA | |
| **1.2.2 Captions (Prerecorded):** Captions are provided for all prerecorded audio content in synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | NA | |
| **1.2.3 Audio Description or Media Alternative (Prerecorded):** An alternative for time-based media or audio description of the prerecorded video content is provided for synchronized media, except when the media is a media alternative for text and is clearly labeled as such. (Level A) | NA | |
| **1.2.4 Captions (Live):** Captions are provided for all live audio content in synchronized media. (Level AA) | NA | |
| **1.2.5 Audio Description (Prerecorded):** Audio description is provided for all prerecorded video content in synchronized media. (Level AA) | NA | |
| **1.2.6 Sign Language (Prerecorded):** Sign language interpretation is provided for all prerecorded audio content in synchronized media. (Level AAA) | NA | |
| **1.2.7 Extended Audio Description (Prerecorded):** Where pauses in foreground audio are insufficient to allow audio descriptions to convey the sense of the video, extended audio description is provided for all prerecorded video content in synchronized media. (Level AAA) | NA | |
| **1.2.8 Media Alternative (Prerecorded):** An alternative for time-based media is provided for all prerecorded synchronized media and for all prerecorded video-only media. (Level AAA) | NA | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **1.2.9 Audio-only (Live):** An alternative for time-based media that presents equivalent information for live audio-only content is provided. (Level AAA) | **NA** | |

Guideline 1.3 Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| 1.3.1 Info and Relationships: Information, structure, and relationships conveyed through presentation can be programmatically determined or are available in text. (Level A) | **Yes** | |
| 1.3.2 Meaningful Sequence: When the sequence in which content is presented affects its meaning, a correct reading sequence can be programmatically determined. (Level A) | NA ( the sequence does not affect content's meaning ) | |
| 1.3.3 Sensory Characteristics: Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound. (Level A) | **Yes** | |
| Note: For requirements related to color, refer to Guideline 1.4. | Not a requirement | |

Guideline 1.4 Distinguishable: Make it easier for users to see and hear content including separating foreground from background.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **1.4.1 Use of Color:** Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. (Level A) | **Yes** | |
| *Note:* This success criterion addresses color perception specifically. Other forms of perception are covered in Guideline 1.3 including programmatic access to color and other visual presentation coding. | Not a requirement | |
| **1.4.2 Audio Control:** If any audio on a Web page plays automatically for more than 3 seconds, either a mechanism is available to pause or stop the audio, or a mechanism is available to control audio volume independently | **NA ( No audio on our site )** | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| from the overall system volume level. (Level A) | | |
| *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether or not it is used to meet other success criteria) must meet this success criterion. See Conformance Requirement 5: Non-Interference. | Not a requirement | |
| **1.4.3 Contrast (Minimum):** The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: (Level AA) | **Yes for Buttons**<br>**No for footer links** | **Phase 2** |
| - Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; | **Yes** | |
| - Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. | **NA** | |
| - Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | **NA** | |
| **1.4.4 Resize text:** Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality. (Level AA) | **No** | **Phase 3** |
| **1.4.5 Images of Text:** If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following: (Level AA) | **Yes** | |
| - Customizable: The image of text can be visually customized to the user's requirements; | **NA** | |
| - Essential: A particular presentation of text is essential to the information being conveyed. | **NA** | |
| *Note:* Logotypes (text that is part of a logo or brand name) are considered essential. | Not a requirement | |
| **1.4.6 Contrast (Enhanced):** The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: (Level AAA) | **No** | **Phase 3** |
| - Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; | | **AAA: Out of scope** |
| - Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that | | **AAA: Out of scope** |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. | | |
| - Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. | | **AAA: Out of scope** |
| **1.4.7 Low or No Background Audio:** For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true: (Level AAA) | **Yes ( no audio)** | |
| - No Background: The audio does not contain background sounds. | **NA** | |
| - Turn Off: The background sounds can be turned off. | **NA** | |
| - 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. | **NA** | |
| *Note:* Per the definition of "decibel," background sound that meets this requirement will be approximately four times quieter than the foreground speech content. | Not a requirement | |
| **1.4.8 Visual Presentation:** For the visual presentation of blocks of text, a mechanism is available to achieve the following: (Level AAA) | | **Yes** |
| 1. Foreground and background colors can be selected by the user. | **No** | **Phase 3** |
| 2. Width is no more than 80 characters or glyphs (40 if CJK). | **No** | **Phase 2** |
| 3. Text is not justified (aligned to both the left and the right margins). | **Yes** | |
| 4. Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. | **No** | **Phase 3** |
| 5. Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. | **No** | **Phase 3** |
| **1.4.9 Images of Text (No Exception):** Images of text are only used for pure decoration or where a particular presentation of text is essential to the information being conveyed. (Level AAA) | **No** | **Phase 3** |
| *Note:* Logotypes (text that is part of a logo or | Not a requirement | Out of Scope |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| brand name) are considered essential. | | |

**Principle 2: Operable - User interface components and navigation must be operable.**

Guideline 2.1 Keyboard Accessible: Make all functionality available from a keyboard.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **2.1.1 Keyboard:** All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints. (Level A) | **Yes** | |
| *Note 1:* This exception relates to the underlying function, not the input technique. For example, if using handwriting to enter text, the input technique (handwriting) requires path-dependent input but the underlying function (text input) does not. | Not a requirement | |
| *Note 2:* This does not forbid and should not discourage providing mouse input or other input methods in addition to keyboard operation. | Not a requirement | |
| **2.1.2 No Keyboard Trap:** If keyboard focus can be moved to a component of the page using a keyboard interface, then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away. (Level A) | **Yes** | |
| *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference. | Not a requirement | |
| **2.1.3 Keyboard (No Exception):** All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes. (Level AAA) | **Yes** | |

Guideline 2.2 Enough Time: Provide users enough time to read and use content.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **2.2.1 Timing Adjustable:** For each time limit that is set by the content, at least one of the following is true: (Level A) | **No** | **Phase 2** |
| - Turn off: The user is allowed to turn off the time limit before encountering it; or | **No** | |
| - Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or | **No** | |
| - Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or | **No** | **Phase 2** |
| - Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or | **No** | |
| - Essential Exception: The time limit is essential and extending it would invalidate the activity; or | **No** | |
| - 20 Hour Exception: The time limit is longer than 20 hours. | **No** | |
| *Note:* This success criterion helps ensure that users can complete tasks without unexpected changes in content or context that are a result of a time limit. This success criterion should be considered in conjunction with Success Criterion 3.2.1, which puts limits on changes of content or context as a result of user action. | Not a requirement | |
| **2.2.2 Pause, Stop, Hide:** For moving, blinking, scrolling, or auto-updating information, all of the following are true: (Level A) | **NA** | |
| - Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and | **NA** | |
| - Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. | **NA** | |
| *Note 1:* For requirements related to flickering or flashing content, refer to Guideline 2.3. | Not a requirement | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| *Note 2:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non-Interference. | Not a requirement | |
| *Note 3:* Content that is updated periodically by software or that is streamed to the user agent is not required to preserve or present information that is generated or received between the initiation of the pause and resuming presentation, as this may not be technically possible, and in many situations could be misleading to do so. | Not a requirement | |
| *Note 4:* An animation that occurs as part of a preload phase or similar situation can be considered essential if interaction cannot occur during that phase for all users and if not indicating progress could confuse users or cause them to think that content was frozen or broken. | Not a requirement | |
| **2.2.3 No Timing:** Timing is not an essential part of the event or activity presented by the content, except for non-interactive synchronized media and real-time events. (Level AAA) | NA. Timing is not a part of the event. However, the session has to time out due to security. | |
| **2.2.4 Interruptions:** Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency. (Level AAA) | **NA** | |
| **2.2.5 Re-authenticating:** When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating. (Level AAA) | **No** | **Not possible.** |

Guideline 2.3 Seizures: Do not design content in a way that is known to cause seizures.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **2.3.1 Three Flashes or Below Threshold:** Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds. (Level A) | **NA** | |
| *Note:* Since any content that does not meet this success criterion can interfere with a user's ability to use the whole page, all content on the Web page (whether it is used to meet other success criteria or not) must meet this success criterion. See Conformance Requirement 5: Non- | Not a requirement | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| Interference. | | |
| **2.3.2 Three Flashes:** Web pages do not contain anything that flashes more than three times in any one second period. (Level AAA) | **NA** | |

Guideline 2.4 Navigable: Provide ways to help users navigate, find content, and determine where they are.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **2.4.1 Bypass Blocks:** A mechanism is available to bypass blocks of content that are repeated on multiple Web pages. (Level A) | **NA** | |
| **2.4.2 Page Titled:** Web pages have titles that describe topic or purpose. (Level A) | **Yes** | |
| **2.4.3 Focus Order:** If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability. (Level A) | **Yes** | |
| **2.4.4 Link Purpose (In Context):** The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general. (Level A) | **Yes** | |
| **2.4.5 Multiple Ways:** More than one way is available to locate a Web page within a set of Web pages except where the Web Page is the result of, or a step in, a process. (Level AA) | **No** | **Phase 3** |
| **2.4.6 Headings and Labels:** Headings and labels describe topic or purpose. (Level AA) | **Yes** | |
| **2.4.7 Focus Visible:** Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible. (Level AA) | **Yes** | |
| **2.4.8 Location:** Information about the user's location within a set of Web pages is available. (Level AAA) | **Yes** | |
| **2.4.9 Link Purpose (Link Only):** A mechanism is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be ambiguous to users in general. (Level AAA) | **No** | **Phase 2** |
| **2.4.10 Section Headings:** Section headings are used to organize the content. (Level AAA) | **yes** | |
| *Note 1:* "Heading" is used in its general sense and includes titles and other ways to add a heading to different types of content. | Not a requirement | **AAA: Out of scope** |
| *Note 2:* This success criterion covers sections | Not a requirement | **AAA: Out of scope** |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| within writing, not user interface components. User Interface components are covered under Success Criterion 4.1.2. | | |

**Principle 3: Understandable - Information and the operation of user interface must be understandable.**

Guideline 3.1 Readable: Make text content readable and understandable.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **3.1.1 Language of Page:** The default human language of each Web page can be programmatically determined. (Level A) | **No** | **Phase 2** |
| **3.1.2 Language of Parts:** The human language of each passage or phrase in the content can be programmatically determined except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text. (Level AA) | **No** | **Phase 3** |
| **3.1.3 Unusual Words:** A mechanism is available for identifying specific definitions of words or phrases used in an unusual or restricted way, including idioms and jargon. (Level AAA) | **NA** | |
| **3.1.4 Abbreviations:** A mechanism for identifying the expanded form or meaning of abbreviations is available. (Level AAA) | **No** | **Phase 3** |
| **3.1.5 Reading Level:** When text requires reading ability more advanced than the lower secondary education level after removal of proper names and titles, supplemental content, or a version that does not require reading ability more advanced than the lower secondary education level, is available. (Level AAA) | **Other than legal text like T & C and Privacy policy, the text does not need advanced level** | |
| **3.1.6 Pronunciation:** A mechanism is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation. (Level AAA) | **NA** | |

Guideline 3.2 Predictable: Make Web pages appear and operate in predictable ways.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **3.2.1 On Focus:** When any component receives | **Yes** | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| focus, it does not initiate a change of context. (Level A) | | |
| **3.2.2 On Input:** Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component. (Level A) | Yes | |
| **3.2.3 Consistent Navigation:** Navigational mechanisms that are repeated on multiple Web pages within a set of Web pages occur in the same relative order each time they are repeated, unless a change is initiated by the user. (Level AA) | Yes | |
| **3.2.4 Consistent Identification:** Components that have the same functionality within a set of Web pages are identified consistently. (Level AA) | Yes | |
| **3.2.5 Change on Request:** Changes of context are initiated only by user request or a mechanism is available to turn off such changes. (Level AAA) | Yes | |

Guideline 3.3 Input Assistance: Help users avoid and correct mistakes.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **3.3.1 Error Identification:** If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text. (Level A) | Yes | |
| **3.3.2 Labels or Instructions:** Labels or instructions are provided when content requires user input. (Level A) | Yes | |
| **3.3.3 Error Suggestion:** If an input error is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content. (Level AA) | Yes | |
| **3.3.4 Error Prevention (Legal, Financial, Data):** For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: (Level AA) | Yes | |
| 1. **Reversible:** Submissions are reversible. | Yes | |
| 2. **Checked:** Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. | Yes | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| 3. **Confirmed:** A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | Yes | |
| **3.3.5 Help:** Context-sensitive help is available. (Level AAA) | No | Phase 3 |
| **3.3.6 Error Prevention (All):** For Web pages that require the user to submit information, at least one of the following is true: (Level AAA) | | |
| 1. **Reversible:** Submissions are reversible. | Yes | |
| 2. **Checked:** Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. | Yes | |
| 3. **Confirmed:** A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission. | Yes | |

**Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.**

Guideline 4.1 Compatible: Maximize compatibility with current and future user agents, including assistive technologies.

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| **4.1.1 Parsing:** In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features. (Level A) | Yes | |
| *Note:* Start and end tags that are missing a critical character in their formation, such as a closing angle bracket or a mismatched attribute value quotation mark are not complete. | | |
| **4.1.2 Name, Role, Value:** For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that can be set by the user can be programmatically set; and notification of changes to these items is available to user agents, including assistive technologies. (Level A) | No | Phase 3 |
| *Note:* This success criterion is primarily for Web | Not a requirement | |

| Requirement | Phase 1 by August 25, 2016, Does Speedpay meet this requirement (e.g., yes, no, NA, and/or comments). | Meet Requirement Phase 2 by Feb 15, 2017 Phase 3 by 3rd quarter 2017 |
|---|---|---|
| authors who develop or script their own user interface components. For example, standard HTML controls already meet this success criterion when used according to specification. | | |
| Section 508: (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology. | No | Phase 2 |
| Section 508: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l). (a) through (k) are outlined in the WCAG guidelines. (l) per above. | NA | |
| Section 508: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | This is addressed in detail with the above guidelines | |
| Section 508: (o) A method shall be provided that permits users to skip repetitive navigation links. | This is addressed in detail with the above guidelines | |
| Section 508: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required. | This is addressed in detail with the above guidelines | |

**Conformance**

This section lists requirements for conformance to WCAG 2.0. It also gives information about how to make conformance claims, which are optional. Finally, it describes what it means to be accessibility supported, since only accessibility-supported ways of using technologies can be relied upon for conformance. Understanding Conformance includes further explanation of the accessibility-supported concept.

**Conformance Requirements**

In order for a Web page to conform to WCAG 2.0, all of the following conformance requirements must be satisfied:

**1. Conformance Level:** One of the following levels of conformance is met in full.

- **Level A:** For Level A conformance (the minimum level of conformance), the Web page satisfies all the Level A Success Criteria, or a conforming alternate version is provided.

- **Level AA:** For Level AA conformance, the Web page satisfies all the Level A and Level AA Success Criteria, or a Level AA conforming alternate version is provided.
- **Level AAA:** For Level AAA conformance, the Web page satisfies all the Level A, Level AA and Level AAA Success Criteria, or a Level AAA conforming alternate version is provided.

*Note 1:* Although conformance can only be achieved at the stated levels, authors are encouraged to report (in their claim) any progress toward meeting success criteria from all levels beyond the achieved level of conformance.

*Note 2:* It is not recommended that Level AAA conformance be required as a general policy for entire sites because it is not possible to satisfy all Level AAA Success Criteria for some content.

**2. Full pages:** Conformance (and conformance level) is for full Web page(s) only, and cannot be achieved if part of a Web page is excluded.

*Note 1:* For the purpose of determining conformance, alternatives to part of a page's content are considered part of the page when the alternatives can be obtained directly from the page, e.g., a long description or an alternative presentation of a video.

*Note 2:* Authors of Web pages that cannot conform due to content outside of the author's control may consider a Statement of Partial Conformance.

**3. Complete processes:** When a Web page is one of a series of Web pages presenting a process (i.e., a sequence of steps that need to be completed in order to accomplish an activity), all Web pages in the process conform at the specified level or better. (Conformance is not possible at a particular level if any page in the process does not conform at that level or better.)

*Example:* An online store has a series of pages that are used to select and purchase products. All pages in the series from start to finish (checkout) conform in order for any page that is part of the process to conform.

**4. Only Accessibility-Supported Ways of Using Technologies:** Only accessibility-supported ways of using technologies are relied upon to satisfy the success criteria. Any information or functionality that is provided in a way that is not accessibility supported is also available in a way that is accessibility supported. (See Understanding accessibility support.)

**5. Non-Interference:** If technologies are used in a way that is not accessibility supported, or if they are used in a non-conforming way, then they do not block the ability of users to access the rest of the page. In addition, the Web page as a whole continues to meet the conformance requirements under each of the following conditions:

1. when any technology that is not relied upon is turned on in a user agent,
2. when any technology that is not relied upon is turned off in a user agent, and
3. when any technology that is not relied upon is not supported by a user agent

In addition, the following success criteria apply to all content on the page, including content that is not otherwise relied upon to meet conformance, because failure to meet them could interfere with any use of the page:

- **1.4.2 - Audio Control,**
- **2.1.2 - No Keyboard Trap,**
- **2.3.1 - Three Flashes or Below Threshold**, and
- **2.2.2 - Pause, Stop, Hide.**

*Note:* If a page cannot conform (for example, a conformance test page or an example page), it cannot be included in the scope of conformance or in a conformance claim.

For more information, including examples, see Understanding Conformance Requirements.

AMENDMENT NO. 1 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (**"Amendment No. 1"**), entered into and effective as of the last signature date indicated below (**"Amendment Effective Date"**), modifies SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the (**"Agreement"**), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates (**"Client"**) and SPEEDPAY, INC (**"SPI"**). All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

WHEREAS, SPI and Client desire to amend the Agreement to include the agreed upon changes set forth below for the addition of a Client Fee payment option for Client so that instead of certain Convenience Fees charged to Customers for Customer Payments for residential utility services, Client pays Client Fees for those Customer Payments pursuant to Subsection B of Section 5 of Schedule A of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"1. **Service**. SPI and the **"Designated Processor"** identified on Exhibit 1, will provide the Western Union Speedpay payment service to Client (the **"Service"**) as described in Schedule A. The parties shall perform and comply with their respective responsibilities set forth in Schedule A. In addition to Eversource Energy Service Company (**"Eversource"**), the Service will be provided to those affiliates of Eversource that: (i) meet SPI's Service requirements and (ii) are specifically accepted and approved in writing by SPI as an additional party to the Agreement (with each approved entity to be added as an **"Approved Affiliate"**). The initial list of Approved Affiliates is set forth on Exhibit 4. Client agrees to provide such reasonable information and documentation regarding each entity it wishes to add as an Approved Affiliate, as SPI may reasonably request. Each Approved Affiliate shall be a party to the Agreement. Eversource, for itself and as agent for all Approved Affiliates shall be considered **"Client"** as set forth and described in the Agreement. Eversource represents and warrants that it has the authority to execute this Agreement and amendments, addenda, and exhibits to the Agreement as agent on behalf of each Approved Affiliate."

2. Section 4 of the Agreement, entitled Payments and Billing is hereby revised to add Section C below:

"4. C. After the Client-Fee Conversion, as defined in Section 10 (B), is implemented for an Approved Affiliate, then the Client-Fee Pricing Matrix structure set forth in Section 5 of Schedule A of the Agreement shall apply for that Approved Affiliate. In the event that the Average Customer Payment amount exceeds $289.99 or the Pure Credit Card Percentage exceeds 54.99%, and therefore falls outside of the Client-Fee Pricing Matrix, subject to timely submission by Client of such adjustment for any required regulatory review or approval, SPI may adjust the Client Fee upon not less than sixty (60) days' written notice (**"Fee Notice"**); provided, however, if Client objects to the adjustment set forth in the Fee Notice within thirty (30) days of the issuance of the Fee Notice (**"Fee Objection"**), the Parties shall negotiate for a period of no longer than thirty (30) days, in good faith, a mutually-agreeable modification to the Client Fee. If (a) no mutually-agreeable modification to the Client Fee is reached within thirty (30) days of the Issuance of the Fee Objection, or (b) if the applicable regulatory review and approval of the mutually-agreeable modification to the Client Fee is not obtained within thirty (30) days after timely submission to the regulator, then the Client Fee adjustment shall not be implemented and SPI may terminate the Agreement upon ninety (90) days' written notice, provided however, in either case, that if SPI Client requires a longer period to transition the Services, upon Client's receipt of a termination notice from SPI, the Client Fee may be adjusted by SPI and applied for the remaining transition period."

3. Section 7 of the Agreement, entitled Compliance with Laws, is hereby revised to add the following to the end of Section 7:

"At any time during the term of the Agreement, if an issue arises regarding the compliance of the terms of the Agreement with any of the foregoing, the Parties together shall take appropriate measures to seek to address and resolve such compliance issue, which may include a mutually-agreed upon amendment to the Agreement."

4. Section 10 of the Agreement, entitled Term and Termination is hereby deleted in its entirety and replaced with the following:

"10. Term and Termination.

A. Subject to any termination rights set forth in the Agreement, and the extension contemplated in Section 10 B, the term of this Agreement shall be for a period of three (3) years from the Effective Date (the "**Initial Term**") and thereafter shall automatically renew for successive one-year terms (each a "**Renewal Term**").

B. In the event that Client receives regulatory approval for Client, or any Approved Affiliate, to change current Convenience Fee arrangements so that instead of certain Convenience Fees charged to Customers for Customer Payments for residential utility services ("**Residential Utility Services**"), Client pays Client Fees for those Customer Payments pursuant to Subsection B of Section 5 of Schedule A of the Agreement ("**Client Fee Conversion**"), then the Initial Term of this Agreement shall be extended for a period of five (5) years from the date that the Client (or any Approved Affiliate) has the Client Fee implemented into the Service. Thereafter, the term of the Agreement shall automatically renew for successive one-year Renewal Terms unless terminated pursuant to Section 10 (C) below.

C. Either party may terminate this Agreement for material breach if such breach is not cured upon thirty (30) days' notice. Each Party shall give the other party written notice, no less than 180 days prior to the expiration of the Initial Term, or any Renewal Term, of that Party's intent not to renew the Agreement for a Renewal Term. Notwithstanding any other provision of this Agreement to the contrary SPI or Client may immediately terminate this Agreement in the event that the terminating party determines, in its reasonable discretion, that compliance with this Agreement would cause the terminating party or any of its affiliates to violate or potentially violate any local, state or federal law or regulation or any court order, or any compliance policy of the terminating party or any of its affiliates and the parties are unable to mutually agree to revise the Agreement so that the Agreement is compliant with the foregoing requirements. "

5. In contemplation of the Client-Fee Conversion, the parties desire to amend Section 5 of Schedule A of the Agreement. Upon receipt of applicable regulatory approvals for the Client-Fee Conversion, Client shall notify SPI of such approval(s) and, the proposed effective date that Client desires to move forward with the Client Fee Conversion for Client (or any specified Approved Affiliate). The Parties shall work in good faith to implement the Client Fee Conversion for the specified Approved Affiliate in accordance with a statement of work that includes a Business Requirements Document ("**BRD**") that shall be mutually agreed to by the parties. Accordingly, the first sentence of Section 5 of Schedule A to the Agreement is deleted in its entirety and replaced with the following paragraph A, and paragraph B, as set forth below, is hereby added to Section 5:

"**5) Customer Payments and Fees.**

A. For each Customer Payment, either: (i) Customers will be assessed a "**Convenience Fee**, or (ii) Client/Approved Affiliate will pay a "**Client Fee.**" Initially, all Customers of Client and all Approved Affiliates will be assessed a Convenience Fee for each Customer Payment in accordance with this Section 5.

B. In order to complete the Client-Fee Conversion, the parties shall execute a mutually-agreed-upon BRD for each Client and/or Approved Affiliate that will shall undertake the Client-Fee-Conversion Client Fees Upon the implementation of each BRD for each Approved Affiliate's Client Fee Conversion, each Customer Payment for Residential Utility Services conducted for Client, or Approved Affiliate, shall be subject to a Client Fee paid by Client/Approved Affiliate.

i. Client Fees shall apply only to Customer Payments for Residential Utility Services. Customer Payments for Non-Residential Utility Services shall continue to be subject to a Convenience Fee. Client shall identify whether a Customer receives "**Residential**" utility services or "**Non-Residential**" utility services.
ii. Based upon the estimated Average Customer Payment Amount and Pure Credit Card Percentage set forth in the Client-Fee Pricing Matrix, the initial amount of the Client Fee shall be **$1.40** per Customer Payment.
iii. For each calendar month, SPI shall invoice Client for the applicable Client Fees, and Client shall pay such invoice within thirty (30) days of invoice receipt.
iv. Each calendar quarter, SPI may adjust the amount of the Client Fee applicable to future Customer Payments pursuant to the "**Client-Fee Pricing Matrix**" set forth below and Client's actual experience of Average Customer Payment Amount and Pure Credit Card Percentage.
v. The maximum payment amount per Customer Payment for Residential Utility Services shall be $600.
vi. Customers shall not make more than five (5) On-line PIN-less Debit or Speedpay Card Customer Payments per Customer account for Residential Utility Services in a thirty (30) day period.
vii. "**Average Customer Payment Amount**" shall be computed as the mathematical mean of the dollar amount all Customer Payments conducted in an identified period.
viii. "**Pure Credit Card Percentage**" shall be computed as a percentage as the number of Customer Payments conducted as Pure Credit Card divided by the total number of Customer Payments conducted in an identified period.

| **Client Fee Pricing Matrix:** | |
|---|---|
| | **Pure Credit Card Percentage** |
| **Average Customer Payment Amount** | [redacted] |

For example: if, for a calendar quarter, the Pure Credit Card Percentage is 42.62% and the Average Payment Amount is $255.68, then the Client Fee shall be adjusted to $1.68. In the event that the Average Customer Payment amount exceeds $289.99 or the Pure Credit Card Percentage exceeds 54.99%, and SPI

desires to adjust the Client Fee, the parties shall comply with the procedures set forth in Section 4 C of the Agreement."

5. Section 6 of Schedule A to the Agreement is hereby amended to add the following to the beginning of the section:

"Prior to the Client-Fee Conversion, Customers making Customer Payments for Residential and Non-Residential Utility Services may make Speedpay Credit Card Customer Payments using a Visa, MasterCard or Discover Card, or American Express. After the Client Fee Conversion, Client will not accept American Express for Customer Payments for Residential Utility Services but Client will continue to accept AmEx for Customer Payments for Non-Residential Utility Services."

6. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 1 and the terms of the Agreement, the terms of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed by authorized representatives of the parties hereto effective as of the Amendment Effective Date.

| EVERSOURCE ENERGY SERVICE COMPANY | | SPEEDPAY, INC. | |
|---|---|---|---|
| By: | [redacted] | By: | (signature required) |
| Name: | (print name) | Name: | Ramona J. Acocella (print name) |
| Title: | IT Category Lead Procurement | Title: | VP Operations |
| Date: | 12-16-16 | Date: | 12/16/16 |

Exhibit 4
**Approved Affiliates**

The Approved Affiliates listed below are subject to the due diligence and approval process set forth in Section 1 of the Agreement.

[TO BE DETERMINED]

AMENDMENT NO. 2 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 2 ("**Amendment No. 2**"), entered into and effective as of the last signature date indicated below, modifies SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and SPEEDPAY, INC ("**SPI**"). All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

WHEREAS, SPI and Client desire to amend the Agreement to include the agreed upon changes set forth below for the addition of a new service schedule for the Eversource Distributed Energy Resources Interconnection Business Customers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The first two sentences of Section 1 of the Agreement are deleted and replaced with the following:

> 1. **Service**. SPI and the "**Designated Processor**" identified on Exhibit 1, will provide the Speedpay payment service to Client (the "**Service**") as described in Schedule A and the Speedpay transaction fee service (the "**TR Service**") as described in Schedule B. The parties shall perform and comply with their respective responsibilities set forth in Schedule A and Schedule B.

2. The following is added as Subsection C of Section 4 of the Agreement:

> C. For the TR Service, Client shall pay SPI the fees ("**Fees**") as set forth in Schedule B.

3. Schedule B, Speedpay Hosted Transaction Fee Service, attached hereto is hereby made part of the Agreement and is incorporated herein.

4. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 2 and the terms of the Agreement, the terms of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, this Amendment No. 2 has been duly executed by authorized representatives of the parties hereto.

| EVERSOURCE ENERGY SERVICE COMPANY, on behalf of itself and as agent for its Approved Affiliates | | SPEEDPAY, INC. | |
|---|---|---|---|
| By: | [redacted] | By: | *(signature required)* |
| Name: | *(print name)* | Name: | Alexis Blackstead *(print name)* |
| Title: | IT Category Lead Sourcement | Title: | VP, Product |
| Date: | 7/25/17 | Date: | 7/27/17 |

**Schedule B**
**SPEEDPAY HOSTED TRANSACTION FEE SERVICE**

1) **TR Service Description.** SPI, as agent for Client, will facilitate Client's acceptance of payments in U.S. Dollars ("**Customer Payments**") from Client's customers ("**Customers**") via the Payment Types, and through the means of Payment Entry, set forth below in this Section 1. The TR Service as set forth in this Schedule B applies solely to Client's Distributed Energy Resources Interconnection Business Customers making payments associated with **Clean Power Energy applications.**

a) Payment Type: Client may receive Customer Payments via the following Payment Types:

☒ Charges to credit cards and offline debit cards (collectively, "**Speedpay Card Payment**"); the "**Card Networks**" accepted shall be the following: ☒ Visa, ☒ MasterCard, ☒ American Express and ☒ Discover Card. The parties acknowledge that the use and availability of Speedpay Card Payments is subject to the rules and regulations of applicable Card Networks (as in effect from time to time, the ("**Card Network Rules**").

☒ Debits to Customers' bank accounts through transfers using Customer's on-line debit cards without personal identification number entry or verification ("**PIN-less Debit**"). The parties acknowledge that the use and availability of PIN-less Debit is subject to the rules and regulations of applicable "**PIN-less Debit Networks,**" as in effect from time to time.

b) Payment Entry: Customers may initiate Customer Payments to Client for processing into a U.S. account using the TR Service through:

☒ an Internet-based system operated by SPI on Client's behalf, which is accessed directly by Customers via a website hosted by SPI (the "**Speedpay Website**"). The Speedpay Website pages relating to Client shall be developed and displayed in accordance with the mutual agreement of the parties. To the extent that the Speedpay Website interfaces with the Eversource.com website or any other websites of Client that are visible to Customers, SPI shall, pursuant to a mutually-agreed-upon schedule and plan implementation (attached hereto and incorporated by reference as Exhibit 3) ensure that the Customer-facing Speedpay Website page(s) take measures to comply with the general accessibility mandate of the Americans with Disabilities Act (ADA) and associated standards and guidelines including without limitation, Section 508 standards and, Level A and Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) published by the World Wide Web Consortium.

2) **SPI Responsibilities.**

a) Resources. SPI will provide, as applicable, the materials and services necessary to process Customer Payments through the TR Service (**"Resources"**). SPI shall ensure that the Resources will accurately and correctly perform the functions required to make Customer Payments using the TR Service. SPI shall be responsible for ensuring that the Designated Processor performs its duties set forth or referenced in this Agreement.

b) Card Association Charges. SPI shall submit all Speedpay Card Payments and PIN-less Debit payments to the appropriate Card Network or PIN-less Debit Network. SPI shall be responsible for paying all merchant processing costs and fees associated with Speedpay Card Payments and PIN-less Debit payments.

c) Downtime. SPI reserves the period from 12:01 AM through 6:01 AM EST on Sundays for maintenance, repairs, inspections, modifications and improvements to the TR Service ("**Downtime**"), during which period the TR Service may not be available. Such scheduled Downtime is subject to change.

3) **Client Responsibilities.**

a) Vendors. Client represents that it has retained certain authorized vendors designated by Client in writing ("**Vendor**") to manage certain aspects of Client's Payment processing. Client directs SPI to provide Vendor with access to the Speedpay Extranet Service and authorizes Vendor, solely on behalf of Client, to access the Speedpay Extranet Service, access the information and data provided through the Speedpay Extranet Service, and to enter Customer Payments into and otherwise use of the Speedpay Extranet Service and functionality. Client represents and warrants that it has conducted a detailed review and evaluation of Vendor, and that Vendor has the systems, expertise and authorizations necessary to access and/or otherwise use the Speedpay Extranet Service. Vendor shall comply with industry best practices with regard to information security, and Client shall ensure that Vendor complies with terms no less stringent than those contained in Exhibit 2 to this Agreement. Client is responsible for any and all acts and/or inactions of Vendor with regard to the Speedpay Extranet Service, and Client shall indemnify and hold SPI harmless for any acts or inactions of Vendor with regard to Vendor's services and use of the Speedpay Extranet Services and any SPI systems. SPI reserves the right to suspend Vendor's access to any

data or information, SPI systems, or the Speedpay Extranet Service, as SPI reasonably deems necessary.

b) Software Requirements. Client's internet browser must be Internet Explorer 9.0 or above, support javascript and have cookies enabled. SPI will not be responsible if Client's systems do not meet these requirements.

c) System Access/Posting Charges. All expenses Client incurs with respect to accessing or posting Customer Payments to Client's servicing system are Client's sole responsibility. Client is responsible for all credits, returns, disputes, chargebacks and for the accuracy and authenticity of all data provided by Client to SPI.

d) Fraudulent/Unauthorized Transactions/Errors. Client (including Vendor) shall not knowingly accept, deposit or submit a Customer Payment that has not been properly authorized by the Customer concerned. Client shall be responsible for reversing any unauthorized or fraudulent charges that arise out of unauthorized or fraudulent Customer Payments. SPI is not responsible for errors made by Customers in entering credit card numbers and other Customer Payment information and any resulting unauthorized debits or credits to Customer or other third party accounts provided Client shall be responsible for any credits issued pursuant to any resulting unauthorized Customer Payments.

e) Customer Relationship; Credits. Client is responsible for all relationships with all Customers, including without limitation, delivery of all communications and disclosures to Customers, resolution of Customer inquiries and complaints (unless specifically provided by SPI as indicated herein. The parties acknowledge and agree that (i) the funds comprising the Customer Payments are property of the Client. (ii) SPI (and/or the Designated Processor) is acting as agent for Client in the provision of the TR Services and receipt of Customer Payments, (iii) the completion of Customer Payments and/or receipt of money from Customers hereunder shall be considered to be payment to Client. SPI and Client shall each maintain complete and accurate records of inquiries and complaints from Customers arising out of the TR Service, including the manner of disposition or resolution thereof, and shall promptly notify the other party in writing of such complaints and provide the other party with any information reasonably requested related to the disposition or resolution of such complaints.

f) Password Protection. SPI may provide Client/Vendor user names and/or passwords (**"Credentials"**) in order for Client/Vendor employees to access and use the Speedpay Extranet Service and/or the Speedpay Extranet Reporting Tool. The **"Speedpay Extranet Reporting Tool"** means the internet-based functionality provided by SPI to Client which allows Client/Vendor' employees to and/or access certain data and reports regarding Customer Payments. Client is solely responsible for maintaining the confidentiality of all such Credentials, and is fully responsible for all activities that occur under the Credentials. Client may not disclose or provide the Credentials to any third party, other than Vendors. Client agrees to immediately notify SPI of any unauthorized use of Credentials or any other breach of security. SPI is not responsible for any loss to Client that arises from such use or action or from Client or Vendor's failure to comply with these provisions.

g) Promotion of the TR Service. Client agrees to make commercially reasonable efforts to promote the TR Service by appropriate measures, in Client's discretion. All Client communications, descriptions and other references to SPI and/or the TR Services shall be accurate and complete; Client shall promptly remedy any defects identified by SPI with regard to these communications, descriptions and references

h) Miscellaneous. Client represents and warrants that all sums owed by Customers, to the best of its knowledge and information, shall be bona fide, just and lawfully due and owing, and that Client has all necessary licenses and authorities to conduct its business and lawfully collect the sums from the Customers. SPI represents and warrants that SPI has all necessary licenses to conduct its business and lawfully process the Customer Payments as set forth hereunder.

4) **Reporting and Settlement**

a) Election of Merchant Processor. For Speedpay Card Payments, Client shall use its own merchant processor agreement or relationship (including submitter merchant processor agreements). SPI or Designated Processor may advance Speedpay Card Payment funds to Client's designated bank account and receive reimbursement for the advance of such funds from the applicable Card Networks. For PIN-less Debit payments, SPI will use its own relationship with the PIN-less Debit Network to debit Customer's accounts for PIN-less Debit payments. PIN-less Debit payment funds may be held temporarily in SPI or Designated Processor accounts for a period not to exceed one (1) business day and swept into the Client's designated bank account.

b) Process. SPI shall provide Client with access to reports, each business day, for all Customer Payments entered and scheduled for processing. SPI will submit Customer Payments on a daily basis to the merchant processor,

and PIN-less Debit Network (as applicable) for the debit of the Customer's account in the amount of the principal amount. The total dollar value of these charges/debits is the **"Payment Total"** for each Payment Type.

c) Settlement to Client. SPI (which, for purposes of this Section 4c shall include the Designated Processor) will provide net settlement to Client by transfer of the Client Total for each Payment Type, as set forth below. The **"Client Total"** shall be computed as the Payment Total amount minus the dollar amount of all applicable chargebacked or disputed items (**"Reversals"**) received and/or processed by SPI since the prior settlement. Each Reversal will be netted from the Payment Total on the day when SPI receives notice of the Reversal through this net settlement process. Client shall promptly provide credit to Customer's account upon payment notification; the completion of settlement of the Customer Payment shall not be a condition precedent to Client's provision of credit to the Customer.

i) On-line PIN-less Debit: SPI shall credit the Client Total using an ACH credit to the account designated by the Client PIN-less Debit payments within two (2) business days.

ii) Speedpay Card Payments. The Payment Total shall be deposited into SPI's designated account by Client's merchant processor. SPI shall credit the Client Total for Speedpay Credit Card Payments using an ACH credit to the account designated by Client within two (2) business day.

5) **Customer Payments and Fees.** For the TR Service, Client shall pay SPI the Fees set forth below. SPI shall provide Client with a monthly invoice for the Fees, and Client shall pay SPI the Fees within thirty (30) days of invoice receipt. The initial Fees are as follows:

i. Client shall pay SPI a **Fee of 3.25% of the principal payment amount** for each Customer Payment.
ii. The maximum payment amount per Speedpay Card Payment or PIN-less Debit Customer Payment is $1,000.
iii. **Pricing Proposal.** The amount of the Convenience Fee is contingent upon the accuracy of the projected Customer Payment assumptions set forth in the **"Pricing Proposal"** dated May 16, 2017 (attached hereto as Attachment 1 to Schedule B); in the event that (i) one or more of the assumptions set forth in the Pricing Proposal are not met or are otherwise incorrect, or (ii) the Card/ATM Networks materially increase interchange or assessments, then SPI may adjust the Fee in an amount proportionate to the deficiency resulting from the incorrect/unmet assumptions or changes upon not less than sixty (60) days' written notice (**"Fee Notice"**); provided, however, if Client objects to the Fee Notice within thirty (30) days of the issuance of the Fee Notice (**"Fee Objection"**), the parties shall negotiate for a period of no longer than thirty (30) days, in good faith, a mutually-agreeable modification to the Fee. If no mutually-agreeable modification to the Fee is reached within thirty (30) days of the Issuance of the Fee Objection, SPI may terminate the Agreement upon sixty (60) days' written notice. If Client requires a longer period to transition the TR Services, Client may request such a transition period and the Fee may be adjusted by SPI as set forth in the Fee Notice and applied for the remaining transition period.

6) **American Express.** Client agrees to defend, indemnify and hold harmless SPI from any third party claim arising from the unauthorized disclosure of Customers' American Express cardholder information caused by the acts or omissions of Client provided that the foregoing defense and indemnity obligations shall not extend to any liabilities arising from the acts or omissions of SPI or its Designated Processor. SPI may cease acceptance of American Express cards from Customers if: (i) America Express Travel Related Services Company, Inc. (**"AmEx"**) ceases processing American Express card payments from SPI or from Client, or (ii) SPI's agreement with Amex terminates or expires, or (iii) continued acceptance of AmEx otherwise become commercially impracticable. SPI will provide no less than thirty (30) days written notice of such termination except that, in the event that cessation of such service is necessary on shorter notice in order to comply with AmEx rules or other requirements, or if AmEx elects to stop processing American Express card payments from SPI or from Client, then SPI may cease such acceptance on such shorter period as is necessary and shall provide Client such notice as is reasonably practicable.

7) **Other.** All Customer Payments shall be in U.S. Dollars and no foreign exchange will be provided. In accordance with its anti-money laundering, anti-fraud, and other compliance policies and practices, SPI may impose reasonable limitations and controls on any person or entity's ability to utilize the TR Service. Such limitations may include but are not limited to payment velocity controls rejecting Customer Payments, or restricting particular individuals or entities from using the TR Service. SPI shall periodically advise Client of all applicable restrictions and controls.

8) **Business Requirements Document.** The parties shall draft and agree-to a Business Requirements Document (**"BRD"**) which shall set forth certain technical and operational details of the TR Service. The parties, upon mutual agreement, may periodically update and/or otherwise modify the BRD.

**Attachment 1 to Schedule B**
**Pricing Proposal**

## Bundled Transaction Fee Model

Speedpay® Bill Payments

**Client Name:** Eversource Clean Power Energy (Client)
**Client ID:** TBD
**Date:** May 16th, 2017
**Provider:** Speedpay, Inc. (SPI)

[redacted]

### PRICING TERMS

A 3.25% of principal fee would apply to all ATM/Debit/Credit Card transactions accepted through the Speedpay service, where the maximum payment amount allowed for ATM/Debit/Credit card payments is $1,000.

The above fees cover the following costs:

- Set-up and deployment
- Cost of using the Speedpay service
- ATM card processing fees (STAR, NYCE, Pulse and ACCEL)
- Merchant processing fees (VISA, MasterCard, Discover, AMEX)
- Application hosting
- 24x7x365 technical support

### ASSUMPTIONS

The amounts quoted above are based on the following information provided by Client:

- [redacted]

If any of the above mentioned assumptions are inaccurate, SPI has the right to re-evaluate the provided pricing.

**Previous Pricing Proposals:** This pricing proposal may not be altered or amended in any way and may not be combined with any previous pricing proposals, pricing discussions or verbal price quotes. If more than one pricing option is presented, such pricing options are independent and may not be combined with one another.

[redacted]

***This proposal is valid 60 days from the date listed above.***

AMENDMENT NO. 4 TO THE CONVENIENCE PAY SERVICE AGREEMENT

THIS AMENDMENT NO. 4 ("**Amendment No. 4**"), entered into as of the last signature date indicated below, modifies the CONVENIENCE PAY SERVICE AGREEMENT, as amended, modified and supplemented from time to time, the ("**Agreement**"), dated September 29, 2004 between NORTHEAST UTILITIES SERVICE COMPANY ("**NUSCO**") and WESTERN UNION FINANCIAL SERVICES, INC. ("**Western Union**") and any addenda thereto, as previously amended. Western Union and NUSCO are individually referred to herein as a "Party" and collectively as the "Parties". This Amendment No. 4 only amends or modifies the Agreement to the specific extent set forth herein. All capitalized terms defined in the Agreement, as amended, are incorporated herein.

WHEREAS, Western Union and NUSCO desire to amend the Agreement to include the agreed upon changes set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. In addition to accepting payments through its Convenience Pay Services at the locations identified in the Agreement, Western Union may accept payments through its Quick Collect service at Western Union agent locations throughout the United States. For payments submitted through Quick Collect, Western Union shall charge the fees set forth below for and shall transmit transaction data and settlement funds together with the transaction data and settlement funds for the Convenience Pay Customer payments.

[redacted]

2. The following is added as Section 1.12 to the Agreement.

1.12. Agent Directory.

i) Western Union may provide NUSCO, in a mutually agreed-upon format, an electronic file with data regarding Western Union Agent Locations (the "**Agent Directory**") at which the Quick Collect service is offered by Western Union. NUSCO acknowledges and agrees that the Agent Directory is considered Western Union's Confidential Information and is confidential, proprietary, sensitive, and competitively-valuable information. NUSCO is authorized to disclose the information contained in the Agent Directory to the public under the following conditions:

(1) NUSCO shall use and/or display certain of the information contained in the Agent Directory as part of its on-line functionality, hosted and available exclusively through NUSCO's web-sites, in the course of advertising or promoting of the Quick Collect service; NUSCO shall not disclose, display or otherwise make use of the Agent Directory for any other purpose;

(2) NUSCO shall not make the Agent Directory available to any third-party on an aggregate basis; NUSCO shall limit the results of Agent Locations displayed or available per search to no more than ten (10) Agent Locations per query.

(3) NUSCO shall ensure that the Agent Directory is protected from unauthorized access, use and display, including protection of the Agent Directory from systematic searches through which a third-party could obtain a substantial portion of the Agent Directory for any given geographic location (e.g. "screen-scraping").

(ii) Western Union shall provide NUSCO with updates to the Agent Directory and NUSCO agrees to incorporate such updates promptly. Western Union shall not be responsible or liable for out-of-date information. NUSCO agrees to promptly respond to complaints, issues or requests with regard to the use or display of specific Agent Locations. NUSCO understands and agrees that the Agent Directory is purely informational and that each Agent reserves its rights with regard to its intellectual property (e.g. trademarks, service marks, logos, etc.); Western Union is not providing any licenses or other right to use Agent intellectual property. NUSCO shall promptly cease using

and destroy all copies of the Agent Directory upon (i) the termination of the Agreement, or (ii) upon Western Union's written request.

3. The following is added as Section 2.5 to the Agreement.

2.5 In case of any overpayment by Western Union to Company, for any reason, Company agrees to promptly, upon request, refund the overpayment to Western Union. Company also agrees to promptly, upon request, reimburse Western Union for any duplicate payments, any payments refunded to Customers by Western Union or any incorrect payments. If Company does not reimburse Western Union promptly, Western Union, at its option, may deduct any overpayment, duplicate payment, any payment returned to a Customer or any other incorrect payment from future payment amounts transmitted by Western Union to Company hereunder and shall promptly notify Company of any such deductions.

4. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the Parties. In the event of any inconsistency between the terms of this Amendment No. 4 and the terms of the Agreement, the terms of this Amendment No. 4 shall control.

IN WITNESS WHEREOF, this Amendment No. 4 has been duly executed by authorized representatives of the Parties hereto.

| NORTHEAST UTILITIES SERVICE COMPANY | | WESTERN UNION FINANCIAL SERVICES, INC | |
|---|---|---|---|
| By: | [redacted] | By: | Amy Kelly *(signature required)* |
| Name: | *(print name)* | Name: | Amy Kelly *(print name)* |
| Title: | Manager, Payments + Bill Print | Title: | Director |
| Date: | 3/13/18 | Date: | 4/2/18 |

DocuSign Envelope ID: 20198D26-0389-44B3-BDFC-7F1FD194EFF3

AMENDMENT NO. 6 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 6 ("**Amendment No. 6**"), entered into and effective as of the last signature date indicated below, modifies the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and ACI PAYMENTS, INC ("**ACI**") formerly known as Speedpay, Inc. ("**SPI**") All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

WHEREAS, on July 1, 2020 ACI and SPI merged with ACI as the surviving entity;

WHEREAS, ACI and Client desire to amend the Agreement to reflect such merger and to include the agreed upon changes set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Service as described in the Agreement will be provided by ACI and all references to "SPI" in the Agreement shall be deemed as "ACI".

2. Upon implementation of the fees outlined below, Section 5(A) of Schedule A to the Agreement is hereby deleted in its entirety and replaced with the following:

5) **Customer Payments and Fees.**

A. For each Customer Payment, either: (i) Customers will be assessed a "**Convenience Fee**, or (ii) Client/Approved Affiliate will pay a "**Client Fee.**" Initially, all Customers of Client and all Approved Affiliates will be assessed a Convenience Fee for each Customer Payment in accordance with this Section 5. Through the Extranet Service interface, Client may, in its sole election and discretion, waive its Convenience Fee; in such case, Client shall pay SPI a fee equal to the amount of the Convenience Fee directly. SPI shall determine the number of Customer Payments that have been waived by Client during each calendar month and shall invoice Client an amount equal to the total waived Customer Payments multiplied by the applicable Convenience Fee and track waived fees and provide or make available reasonable information for verification of waived fees being invoiced. Client shall pay SPI the invoiced amount within thirty (30) days of invoice receipt.

The Convenience Fees are as follows:



d) Velocity Controls. Customers shall not make more than five (5) On-line PIN-less Debit or Speedpay Card Customer Payments per Customer utility account in a thirty (30) day period.

DocuSign Envelope ID: 20198D26-0389-44B3-BDFC-7F1FD194EFF3

3. Upon implementation of the fees outlined below, Section 5(B) subsection ii, of Schedule A to the Agreement is hereby deleted in its entirety and replaced with the following:

ii. Based upon the estimated Average Customer Payment Amount and Pure Credit Card Percentage set forth in the Client-Fee Pricing Matrix, the amount of the Client Fee shall be $[redacted]

4. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 4 and the terms of the Agreement, the terms of this Amendment No. 4 shall control.

IN WITNESS WHEREOF, this Amendment No. 4 has been duly executed by authorized representatives of the parties hereto.

EVERSOURCE ENERGY SERVICE COMPANY, on behalf of itself and as agent for its Approved Affiliates

[redacted]

ACI PAYMENTS, INC.

By: DocuSigned by: Amy Kelly 2F8D3AFE152E4B2...

Name: Amy Kelly

Title: Director

Date: 14-Oct-2020

DS AMG

AMENDMENT NO. 7 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 7 ("Amendment No. 7"), supplements and amends the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016 (as previously amended, the "Agreement"), between **EVERSOURCE ENERGY SERVICE COMPANY**, for itself and as agent for its Approved Affiliates ("Client") and **ACI PAYMENTS, INC.** successor in interest to Speedpay, Inc. ("ACI"). This Amendment is effective as of the last date set forth in the signature block below. All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

WHEREAS, ACI and Client desire to amend the Agreement to include the agreed upon changes set forth below for the addition of a new Approved Affiliate;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Exhibit 4 to the Agreement, Approved Affiliates, is hereby deleted in its entirety and replaced with the Exhibit 4 attached hereto.

2. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 4 and the terms of the Agreement, the terms of this Amendment No. 4 shall control.

****This Amendment is null and void at the discretion of ACI unless signed by Client within 14 days of ACI's execution.****

**ACI PAYMENTS, INC.**
("ACI")

By: _____
(Signature)

_____
(Printed Name)

_____
(Title)
Date: _____

**EVERSOURCE ENEERGY SERVICES CMPANY**
("CLIENT")

[redacted]

DocuSign Envelope ID: E16C199E-3E2A-43D7-BDD0-62483A7ADC6C

**"Exhibit 4**

**Approved Affiliates**

The Approved Affiliates listed below are subject to the due diligence process set forth in Section 1 of the Agreement.

- The Connecticut Light and Power Company
- Public Service Company of New Hampshire
- Western Massachusetts Electric Company
- NSTAR Electric Company
- Yankee Gas Services Company
- NSTAR Gas Company
- Eversource Gas Company of Massachusetts"

DocuSign Envelope ID: CDABDB89-51CF-410C-81B1-4382DFFA6C8C

AMENDMENT NO. 8 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 8 ("**Amendment No. 8**"), entered into and effective as of the last signature date indicated below, modifies the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and ACI PAYMENTS, INC ("**ACI**") formerly known as Speedpay, Inc. ("**SPI**") All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

WHEREAS, ACI and Client desire to amend the Agreement to include the agreed upon changes set forth below to revise the Convenience Fees assessed to individuals remitting payments to Client for First Party Claims ("Claimants");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Section 4 of Schedule A to the Agreement is hereby deleted in its entirety and replaced with the following:

   4) Settlement and Reversals. ACI will initiate consolidated settlement to Customer for the Customer Total (as defined in this subsection) of all Payment Types based on Customer cutoff and/or processer cutoff. Notwithstanding the preceding sentence, ACI reserves the right to withhold making settlement to Customer until it receives good and available funding for each End User Payment, in an amount matching the total amount of the payment file for the End User Payment. The "**Customer Total**" equals the Payment Total amount excluding the aggregate dollar amount of any Service Fees.

      a) Reversals. ACI will initiate consolidated debits to Customer's account for Reversals related to chargebacks, ACH Returns and refunds on the day when ACI receives notice. Customer agrees to allow ACI to debit the designated account for all Reversals.

      b) Uncollected Remittances. ACI will notify Customer of any End User Payment included in Posting Data for which ACI has been unable, for any reason to collect the corresponding funds from the End User's funding account, or any payment that is returned for any reason. ACI will use reasonable efforts to provide notice within three (3) business days of its receipt of notice of such occurrence (the date that ACI notifies Customer is referred to as the "**Notification Date**"). Customer will accept an electronic debit or credit to the Customer's Designated Account for the aggregate amount of uncollected remittances of which ACI notifies Customer. No action on the part of Customer, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or execution by any third party shall affect ACI's rights under this subsection. ACI will initiate the debit (as applicable) on the next business day following the Notification Date. If for any reason the reversal debit described in this Subsection is not successful and is returned, then no later than the third (3rd) business day after the Notification Date, Customer will send to ACI by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that the Customer had the funds.

2. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 8 and the terms of the Agreement, the terms of this Amendment No. 8 shall control.

DocuSign Envelope ID: CDABDB89-51CF-410C-81B1-4382DFFA6C8C

IN WITNESS WHEREOF, this Amendment No. 8 has been duly executed by authorized representatives of the parties hereto.

**ACCEPTED:**

**ACI PAYMENTS, INC.**
("ACI")

DocuSigned by:
By: Mandy Killam
(Signature) 6DADAEDE1FA746F...

Mandy Killam
(Printed Name)

Head of Commercial, North America
(Title)

Date: 30-Mar-2022

**ACCEPTED:**

**EVERSOURCE ENERGY SERVICE COMPANY**
("Customer")

[redacted]

DocuSign Envelope ID: 9C214E0F-F1D8-40E7-8A74-7F289B2CB05F

AMENDMENT NO. 9 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 9 ("**Amendment No. 9**"), entered into and effective as of the last signature date indicated below ("**Amendment Effective Date**") modifies the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and ACI PAYMENTS, INC (successor in interest by merger to Speedpay, Inc.; herein, "**ACI**") All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

1. The following shall be added as Section 5.A(e) to Schedule A of the Agreement:

"e) **Agent Card Assist**. The following fee schedule will apply to Customer calls that originate in the Client call center that use the Agent Card Assist IVR for transactions accepted through the Speedpay service.

| TOTAL MONTHLY VOLUME OF PAYMENT CALLS | | FEE PER CALL |
|---|---|---|
| From | To | $ |
| [redacted] | | |

All calls will be priced at the lowest tier based on total monthly volume.

**The above fees cover the following costs:**

- Set-up and deployment
- Cost of using the Speedpay Service
- Telephone toll charges
- Application hosting
- 24x7x365 technical support

Applicable convenience fees will be assessed to Customer."

2. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 9 and the terms of the Agreement, the terms of this Amendment No. 9 shall control.

IN WITNESS WHEREOF, this Amendment No. 9 has been duly executed by authorized representatives of the parties hereto.

**ACCEPTED:**

**ACI PAYMENTS, INC.**
("ACI")

DocuSigned by:
By: Neil Williams
9EABD2729558471...
(Signature)

Neil Williams
(Printed Name)

Senior Vice President
(Title)

Date: 02-Sep-2022

**ACCEPTED:**

**EVERSOURCE ENERGY SERVICE COMPANY**
("Client")

DocuSigned by:
[redacted]

DocuSign Envelope ID: A8875BCF-9AAD-49C2-91FB-3E2C23CD55CC

AMENDMENT NO. 10 TO THE SPEEDPAY MASTER SERVICES AGREEMENT

THIS AMENDMENT NO. 10 ("**Amendment No. 10**"), entered into and effective as of the last signature date indicated below ("**Amendment Effective Date**") modifies the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and ACI PAYMENTS, INC (successor in interest by merger to Speedpay, Inc.; herein, "**ACI**"). All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

1. **PAYMENTS AND BILLING**

1.1. Upon the Amendment Effective Date, Section 4(B) of the Agreement shall be deleted in its entirety and replaced with the following:

"B. ACI may also adjust the Convenience Fee upon sixty (60) days written notice to Client in the event the following "**Experience Metrics**" occurs, as calculated over a twelve (12) month rolling average: [redacted]

1.2. Upon the Amendment Effective Date, the following shall be added as Section 4(F) of the Agreement:

"F. In the event Client is required by the Public Utility Commission to remove Client Fees, ACI and Client will negotiate on a new Convenience Fee price within ninety (90) days from formal notification from Client. The timeframe for such negotiations may be extended by the mutual agreement of the parties. Client Fees will remain in place until new Convenience Fees are determined.

2. **TERM**

Notwithstanding Section 10 of the Agreement, the term of the Agreement shall be extended for three (3) years from and after the Amendment Effective Date ("**Extension Term**", together with "**Renewal Extension Terms**", the "**Term**"). Thereafter, the Term will automatically renew for two (2) one (1) year renewal terms (each a "**Renewal Extension Term**"), unless either Party gives the other written notice of non-renewal at least one hundred-eighty (180) days prior to the end of the Extension Term or the Renewal Extension Term.

**3. SERVICE LEVELS**

3.1. Severity Level 1 Incident. Upon the Amendment Effective Date, the following shall be added to the end of "Security Level 1 Incident" in the "Incident, Reporting, Severity, Response and Resolution" table set forth on Attachment A to Schedule A to the Agreement:

"Escalation chain for resource to join Eversource bridge. H24 P1 Team, Customer Success Manager, Project Manager and Director of Customer Success."

3.2. Service Level Nonperformance. Upon the Amendment Effective Date, the "Service Level Nonperformance"; "Availability"; "Website Performance; "Transaction Processing"; and "Incident Response and Repair" line items on the "Service Level" table set forth on Attachment A to Schedule A to the Agreement shall be deleted in its entirety and replaced with the following:

| **"Service Level** | | |
|---|---|---|
| Service Level Nonperformance | If the Monthly Uptime Percentage falls below the following percentages for any given month, ACI will pay to Client the corresponding SLA Penalties. | |
| | **Monthly Uptime Percentage** | **Penalty $ Amount** |
| | [redacted] | |

DocuSign Envelope ID: A8875BCF-9AAD-49C2-91FB-3E2C23CD55CC

| | | |
|---|---|---|
| | Below 96%<br>• If during two (2) months in a twelve (12) month period the Monthly Uptime Percentage falls below 96%, then a material breach of the Agreement and Client can terminate by providing 180 days written notice within 60 days of this SLA being exceeded. | [redacted] |
| | Below 95%<br>• If during two (2) months in a twelve (12) month period the Monthly Uptime Percentage falls below 95%, then a material breach of the Agreement and Client can terminate by providing 180 days written notice within 60 days of this SLA being exceeded. | [redacted] |
| | Below 90%<br>If during two (2) months in a twelve (12) month period the Monthly Uptime Percentage falls below 90%, then a material breach of the Agreement and Client can terminate by providing 180 days written notice within 60 days of this SLA being exceeded. | [redacted] |

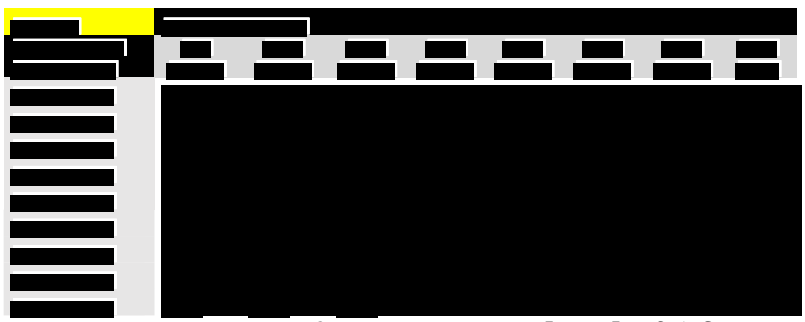
**4. CONVENIENCE FEES**

4.1. Upon the Amendment Effective Date, Sections 5(A)(b), 5(A)(c), and 5(A)(d) of Schedule A to the Agreement are hereby deleted in their entireties and replaced with the following:

"b) Non-Residential Customer Payments: $11.40 Convenience Fee where the maximum payment amount per Customer Payment is $1,500.

c) Velocity Controls. Customers shall not make more than five (5) On-line PIN-less Debit or Speedpay Card Customer Payments per Customer utility account in a thirty (30) day period."

4.2. Upon the Amendment Effective Date, the table set forth following Section 5(B)(viii) shall be deleted in its entirety and replaced with the following:



DocuSign Envelope ID: A8875BCF-9AAD-49C2-91FB-3E2C23CD55CC

[redacted]

5. Upon the Amendment Effective Date, Section 5(B)(iv) of Schedule A shall be deleted in its entirety and replaced with the following:

   "iv) Each calendar year on April 1st, ACI may adjust the amount of the Client Fee applicable to future Customer Payments pursuant the "**Client-Fee Pricing Matrix**" set forth below and Client's actual experience of Average Customer Payment Amount and Pure Credit Card Percentage."

6. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 10 and the terms of the Agreement, the terms of this Amendment No. 10 shall control.

IN WITNESS WHEREOF, this Amendment No. 10 has been duly executed by authorized representatives of the parties hereto.

**ACCEPTED:**

**ACI PAYMENTS, INC.**
("ACI")

DocuSigned by:
By: Neil Williams
9EABD2729558471...
(Signature)

Neil Williams
(Printed Name)

Senior Vice President
(Title)

Date: 26-Mar-2024

**ACCEPTED:**

**EVERSOURCE ENERGY SERVICE COMPANY**
("Client")

[redacted]

Docusign Envelope ID: F82AA037-B469-4AC9-8D26-FB21DC722336

**AMENDMENT NO. 11 TO THE SPEEDPAY MASTER SERVICES AGREEMENT**

THIS AMENDMENT NO. 11 ("**Amendment No. 11**"), entered into and effective as of the last signature date indicated below ("**Amendment Effective Date**") modifies the SPEEDPAY MASTER SERVICES AGREEMENT, dated September 6, 2016, as amended, modified and supplemented from time to time, the ("**Agreement**"), between EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its Approved Affiliates ("**Client**") and ACI PAYMENTS, INC (successor in interest by merger to Speedpay, Inc.; herein, "**ACI**"). All capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Agreement.

**1. CONVENIENCE FEES**

Upon the Amendment Effective Date, the following shall be added as Section 5(A)(d) to Schedule A of the Agreement:

"d) New Hampshire Residential Customer Payments [redacted]

2. Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the parties. In the event of any inconsistency between the terms of this Amendment No. 11 and the terms of the Agreement, the terms of this Amendment No. 11 shall control.

IN WITNESS WHEREOF, this Amendment No. 11 has been duly executed by authorized representatives of the parties hereto.

**ACCEPTED:**

**ACI PAYMENTS, INC.**
("ACI")

DocuSigned by:
By: Neil Williams
D8833C27BECF4F9...
(Signature)

Neil Williams
(Printed Name)

Senior Vice President
(Title)

Date: 15-Sep-2025

**ACCEPTED:**

**EVERSOURCE ENERGY SERVICE COMPANY**

[redacted]