**CORPORATE SERVICES AGREEMENT**

This Corporate Services Agreement, dated October 6___, 2023 ("**Effective Date**"), is by and between Master Services Provider, **Allegis Global Solutions, Inc.** ("**MSP**"), a Maryland company having offices at 7312 Parkway Drive South, Hanover, MD 21076, and **Eversource Energy Service Company**, for itself and as agent for its affiliates ("**Eversource**"), a Connecticut corporation having offices at 107 Selden Street, Berlin, CT 06037. Each of MSP and Eversource may individually be referred to as a "**Party**", as the case may be (and collectively, the "**Parties**").

**RECITALS**

**A.** MSP is engaged in the business of providing managed service provider services related to Eversource's engagement of Contract Workers (as defined below in Section 1.2) and suppliers of temporary personnel and, if applicable, certain other human capital management services as described in this Agreement and an applicable Statement of Work.

**B.** The purpose of this Agreement is to establish an ongoing relationship between Eversource and MSP so that MSP may provide such services and, if applicable, certain other services to Eversource as described in this Corporate Services Agreement, together with the following exhibits and attachments (collectively "**Agreement**"):

- Exhibit A - IT Security Requirements
- Exhibit B– Statement of Work
- Exhibit C - Eversource Background Screening Manual
- Exhibit D – MSP CIP Contractor Compliance Agreement
  - Attachment A: CIP CONTRACTOR COMPLIANCE AGREEMENT FOR MSP STAFFING SUPPLIERS
    - Schedule A: Criminal Background Check Standards Matrix
    - Schedule B: Authorized Personnel Certification
    - Schedule C: Confidential CII Nondisclosure Agreement
- Exhibit E – Staffing Supplier Agreement Template
  - Attachment A – Right to Hire Fees
  - Attachment B – Insurance Requirements
  - Attachment C – Customer IT Security Requirements
  - Attachment D – Background Screening Manual
  - Attachment E – Contractor CIP Compliance Agreement
  - Attachment F – Assignment Attestation Form
  - Attachment G – Contract Worker Agreement

**C.** The Parties wish to set forth herein the general terms and conditions of their working relationship, under which MSP would provide the MSP services, and if applicable, certain other services, to Eversource.

In consideration of the mutual promises, covenants, warranties and representations exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows as of the date first set forth above:

**1. Services:**

**1.1** This Agreement applies only to the Services. If the Parties desire to add additional services, they will execute additional amendments and related Statements of Work under this Agreement. Such services, once added to this Agreement pursuant to the terms of this Agreement, shall be deemed to fall within the definition of "Services". Although Eversource will be MSP's customer of record for purposes of this Agreement (and will be financially, contractually and legally responsible to MSP under this Agreement), MSP acknowledges and agrees that: (i) the Services may be received, accessed and used not only by Eversource, but also by Eversource Affiliates (as defined in Section 4.1 (Indemnification)) in the United States; (ii) Services provided to any Eversource Affiliate in the United States will be deemed to be Services provided to Eversource; and (iii) all references to Eversource Confidential Information will extend to both Eversource and to each of the Eversource Affiliates receiving, accessing and using the Services in the United States, as applicable.

**1.2** Definitions:

**"Contract Worker"** or **"Contract Workers"** shall mean the individual or individuals employed by Staffing Suppliers to work for Eversource or its affiliates on a temporary basis but shall not be employees of Eversource or MSP.

**"MSP"** shall mean Master Services Provider, Allegis Global Solutions, Inc.

**"MSP Staff"** shall mean the persons supplied by MSP and employed by MSP to perform the Services.

**"Program"** shall mean the program under which MSP provides the Services under this Agreement.

"**Services**" shall mean the services described in a Statement of Work to be performed by MSP in compliance with the terms of this Agreement.

**"Staffing Suppliers"** shall mean third parties identified by Eversource and/or MSP to provide Contract Workers to fill Eversource assignments pursuant to the Staffing Supplier Agreements between MSP and such Staffing Suppliers.

**"Staffing Supplier Agreement"** means an agreement between MSP and a Staffing Supplier under which the Staffing Supplier agrees to provide Contract Workers to work on assignments for Eversource in a form substantially similar to that attached hereto as Exhibit E.

**1.3** Pricing, invoicing and payment terms for Services performed under this Agreement shall be as set forth in the applicable Statement of Work under which such Services are performed.

**1.4** The Agreement documents are complementary; what is called for by one is as binding as if called for by all. Insofar as possible, all requirements, terms, conditions, and provisions of the Agreement documents shall be construed and interpreted consistently. In any case of inconsistency, conflict, or ambiguity between the Corporate Services Agreement and an exhibit to the Agreement ("**Exhibit**"), the Exhibit will control with respect to the Services provided thereunder; provided that in all instances, the more stringent requirement applicable to MSP's obligations shall be deemed to apply. The Exhibits or other documents attached to this Corporate Services Agreement shall be deemed part of the Agreement. Expiration or termination of the Agreement shall terminate the Exhibits or other documents attached to this Agreement, unless such Exhibit or other documents attached to this Agreement explicitly state the same shall survive such expiration or termination of the Agreement.

**1.5** Nothing in this Agreement shall be deemed to restrict the right of either Party to enter into similar agreements with third parties (without restriction as to number, location and subject matter of such agreement) or to deal with, obtain from or provide services to third parties. This Section 1.5 shall not restrict Eversource from securing staffing resources or entering into separate agreements with any staffing suppliers for staffing resources that are not under contract with MSP or contacting **S**taffing Suppliers that are under an Agreement with MSP, to solicit candidates for temporary contract worker positions. Eversource agrees to make good faith efforts to drive adoption of the Program within its organization.

**2.** **Term of Agreement:** The term of this Agreement will commence on the Effective Date, and shall continue in full force and effect for an initial term ending **March 31, 2029** (the "**Initial Term**"), unless earlier terminated by either Party in accordance with the terms of this Agreement. This Agreement may be renewed by Eversource at the end of the Initial Term for successive one (1) year terms or such other mutually agreed upon term (each, is a "**Renewal Term**") by providing MSP with prior written notice at least ninety (90) days before expiration of the then current term, unless MSP has provided written notice to Eversource at least one hundred and twenty (120) days before expiration of the then current term of MSP's decision to not renew this Agreement, in which case, this Agreement shall expire at the end of the then current Term. Collectively, the Initial Term and the Renewal Term(s) shall be referred to as the "**Term**". For each Renewal Term, unless the Parties otherwise agree in writing, the Agreement will extend on the same terms and conditions.

**3.** **Representations and Warranties:**

**3.1** MSP and Eversource represent and warrant to each other that: (i) it has full power and authority to enter into the Agreement and to perform the obligations set forth herein, and (ii) the execution, delivery and performance by

such Party of the Agreement will not conflict with or violate any law, rule or regulation to which it is subject, or any agreement or other instrument applicable to it.

**3.2** MSP further represents and warrants to Eversource that: (i) Services shall be performed in accordance with applicable professional standards and quality and in compliance with all applicable laws and the terms of the Agreement; (ii) it and its employees performing Services (the **"MSP Staff"**) have all of the necessary qualifications, licenses, permits and/or registrations to perform the Services in accordance with the terms and conditions of the Agreement, and at all times during the Agreement Term, all such qualifications, licenses, permits and/or registrations shall be current and in good standing; and (iii) prior to the assignment of any Contract Workers to Eversource, MSP shall validate in the System that the Staffing Supplier has uploaded and completed all screening, background checks and testing documentation as attested to by the Staffing Supplier via an executed attestation form (in the form attached to the Staffing Supplier Agreement as Attachment F) and the background check and identity verification certification cover sheet provided by the third party background check vendor, including an executed Contract Worker Agreement, as required under the Staffing Supplier Agreement, or required by Eversource, for each such Contract Worker and if applicable, the completed documentation required for each Contract Worker that constitute "Authorized Personnel" under the Contractor CIP Compliance Agreement for MSP Staffing Suppliers (attached hereto as Exhibit D, Attachment A) including, for each Contract Worker that is an Authorized Personnel, an executed MSP/Staffing Supplier Authorized Personnel Certification (Schedule B of Attachment A) and a CIP Information and CII Nondisclosure Agreement and Personal Information Sharing Acknowledgement (Schedule C of Attachment A); provided, however MSP makes no representations or warranties as to the accuracy or authenticity of each supplier document and the Staffing Supplier remains solely responsible and liable for the truthfulness, legitimacy and accuracy of each document presented to MSP to verify.

**3.3** Each Party represents that (a) it is not owned or controlled by any party which is, and neither Party nor any of its or their subsidiaries, nor any directors, officers or employees of it or of any of its subsidiaries are, a party targeted by Sanctions (as defined below) and (b) that no party which owns or controls it and none of the Party nor any of its subsidiaries, directors, officers or employees of it are or have ever been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions. Each Party shall take reasonable measures to ensure that that such Party and its subsidiaries comply with Sanctions and not engage in activities that would cause the other Party or the other Party's employees to violate Sanctions. "Sanctions" shall mean any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any (relevant) sanctions authority.

**3.4** THE WARRANTIES SET FORTH IN THIS AGREEMENT AND IN ANY STATEMENT OF WORK EXECUTED HEREUNDER CONSTITUTE THE ONLY EXPRESS WARRANTIES PROVIDED BY EITHER PARTY WITH RESPECT TO THIS AGREEMENT AND THE SERVICES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

**4. <u>Indemnification</u>:**

**4.1** MSP shall defend, hold harmless and indemnify Eversource, its Affiliates and their respective officers, directors, employees, and agents from and against all claims, losses, liabilities, damages, or expenses, including reasonable attorney's fees and other costs of legal defense arising from: (i) a breach by MSP of any of the representations, warranties or covenants of Article 3 (Representations & Warranties) of the Agreement; (ii) any legal noncompliance by MSP in its performance of Services; (iii) any claim that any Product (defined below) infringes any intellectual property rights of any third party; or (iv) MSP's errors, negligent acts or omissions or willful misconduct, or willful misrepresentation in the performance of Services. Notwithstanding anything to the contrary in this Agreement, MSP shall not have any duty to indemnify Eversource, its Affiliates and their respective officers, directors, and employees for any liabilities to the extent arising from the negligent acts or omissions of, or violation of applicable law by Eversource, its Affiliates and their respective officers, directors, and employees.

"**Affiliate(s)**" shall mean any entity directly or indirectly controlling, controlled by, or under common control with a Party. "Control", "controlling", "controlled by", or "common control" means, with respect to any entity, the power to direct, or cause the direction of, the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

If Eversource provides MSP notice of a claim of infringement with respect to any material, technology or information used in connection with the Services (collectively, the "Product") or Eversource's use of all or any portion of the Product is enjoined due to such claim of infringement, MSP shall promptly and at its sole expense either (i) procure for Eversource the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Eversource's uninterrupted use of the Product, provided that the foregoing shall not be construed to limit MSP's indemnification obligation set forth in this Section 4.1.

MSP's obligations relating to intellectual property in this Section 4.1 will not apply to the extent any infringement arises as a result of (i) modifications to Products made by any party other than MSP or MSP's authorized representative, (ii) the combination or use of Products with materials, products, system, software or equipment not furnished by MSP, or (iii) use of Products by Eversource outside the scope of this Agreement.

**4.2** Eversource agrees: (a) to notify MSP in writing of any asserted claim promptly and make commercially reasonable efforts to notify MSP within fifteen (15) business days of learning of the claim, (b) to permit MSP to defend or settle the claim, and (c) to cooperate fully in any investigation, defense or settlement negotiations.

**5. Limitation on Liability**:

**5.1 Exclusion of Damages.** EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

**5.2 Cap on Damages.** EXCEPT FOR CLAIMS SUBJECT TO THE SUPER CAP (AS DEFINED BELOW), THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL DAMAGES OR LIABILITIES HOWEVER ARISING IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE GREATER OF (I) THE SUM OF ALL FEES PAID OR PAYABLE TO MSP BY EVERSOURCE UNDER THE APPLICABLE STATEMENT OF WORK FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE OR (II) FIVE (5) MILLION DOLLARS ("**General Liability Cap**"). THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

**5.3 Super Cap.** IN THE EVENT OF (I) LOSSES OR LIABILITIES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE ACTS OR OMISSIONS OF MSP EMPLOYEES IN THE PERFORMANCE OF SERVICES OR (II) THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM FOR WHICH MSP HAS OBLIGATIONS UNDER SECTION 4.1(III) OR (III) A BREACH BY MSP OF ITS OBLIGATIONS UNDER SECTION 3.2(iii), THE LIMITATION OF LIABILITY IN SECTION 5.2 (Cap on Damages) SHALL NOT APPLY AND MSP'S LIABILITY FOR ANY SUCH DAMAGES OR LIABILITY ARISING SHALL BE SUBJECT TO A SUPER CAP EQUAL TO TEN MILLION DOLLARS ($10,000,000) ("**Super Cap**").

5.4 **Replenishment of General Liability Cap and Super Cap**. In the event a Party has at any point during the Term brought claims with respect to losses or liabilities that in the aggregate exceed seventy-five percent (75%) of either the General Liability Cap or the Super Cap, the General Liability Cap or Super Cap shall respectively be automatically replenished.

**6. Insurance:** MSP shall maintain at its expense: (i) Workers' Compensation Insurance with statutory minimum limits, and Employer's Liability Insurance in an amount not less than one million dollars per accident or injury; and (ii) Commercial General Liability Insurance coverage for MSP, its agents and employees, with a liability limit of not less than one million dollars per occurrence. Certificates of Insurance evidencing said insurance coverage will be produced

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

**6.1** Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000.

**6.2** Commercial General Liability Coverage form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement, unless the Services are to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

**6.3** Comprehensive Automobile Liability Coverage, including all non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident.

**6.4** Professional Liability Insurance with a limit of not less than Five Million Dollars ($5,000,000) per claim and Cyber Insurance with a limit of not less than Five Million Dollars ($5,000,000) per claim. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. MSP shall maintain such coverage in effect for a period of at least seven (7) years following the final payment under the Agreement.

**6.5** All policies contemplated in this Article 6 other than Workers' Compensation, Employer's Liability, and Errors and Omissions shall be endorsed to include, Eversource, its Affiliates and their respective directors, officers, employees and agents (including, the Owner's representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 or equivalent providing equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of MSP's operations hereunder. The limits required under this Article 6 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation and excluding Errors and Omissions, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above-described policies be cancelled before the expiration date thereof, agent/broker shall endeavor to provide thirty (30) days' notice in accordance with policy provisions.

**6. 6** MSP shall provide certificates of insurance to Eversource to evidence MSP's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Services. MSP shall ensure that its broker shall provide Eversource with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the contract.

**6.7** Such General, Automobile and Umbrella Liability insurance coverage shall be primary to any other coverage available to Eversource and shall not be deemed to limit MSP's liability under the Agreement.

**6.8** MSP shall have and maintain in effect the insurances required by this Article 6 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including MSP's warranty obligations. In addition, MSP and any subcontractor whose scope of Services may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or non-renewal thereof, unless MSP's replacement errors and omissions policy provides continuing coverage for the Services through the applicable warranty period.

**6.9** MSP shall be solely responsible for payment of any and all deductible amounts relating to any and all of the policies of insurance required by this Article 6.

**6.10** In addition to the foregoing, MSP shall require via the Staffing Supplier Agreement that all Staffing Suppliers to obtain the insurance coverages and certificates required in the Staffing Supplier Agreement Template (Exhibit E) for the term of applicable Staffing Supplier Agreement, including any extensions, and for the duration that any Contract Worker provided by the Staffing Supplier is performing services for Eversource. Such Staffing Supplier insurance certificates shall reflect MSP and Eversource as additional insured parties for the required insurance coverages, with the exception of Workers' Compensation, Employer's Liability, and Errors and Omissions, and shall be provided to Eversource upon request.

**7. Confidential Information:**

**7.1** "**Confidential Information**" shall mean information (whether acquired before, during or after the Term of this Agreement) that (a) is marked "Confidential", or (b) is, by its nature, reasonably understood under the circumstances to be proprietary or competitive information related to the disclosing party's (as defined below) business. Confidential Information shall not include information that the receiving party (as defined below) can demonstrate (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party; (ii) is already known by or in the possession of the receiving party at the time of disclosure by the disclosing party; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) is obtained by the receiving party from a third party that has not breached any obligations of confidentiality. The Party disclosing its Confidential Information hereunder is referred to as a "disclosing party", and the Party receiving such information is a "receiving party." Eversource Confidential Information that may be made available to MSP also includes confidential infrastructure information, including, without limitation, any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13 applicable to Eversource or the Services; and information regarding critical assets or critical cyber assets, as defined by North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards applicable to Eversource or the Services.

**7.2** The receiving party shall only use the disclosing party's Confidential Information for the purpose of performing under this Agreement. The receiving party shall protect Confidential Information of the disclosing party using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. The receiving party shall not disclose or otherwise make available any of the disclosing party's Confidential Information to anyone, including employees, agents or representatives, except those employees, agents and representatives of the receiving party who need to know the disclosing party's Confidential Information for the purpose of performing its obligations under this Agreement and who are bound by obligations of non-use and non-disclosure substantially similar to those in this Agreement. The receiving party shall be responsible for any breach of the confidentiality obligations by the receiving party's employees, agents or representatives, who the receiving party allowed to have access to the confidential information of the disclosing party.

**7.3** The receiving party may disclose the Confidential Information of the disclosing party to the extent required by law or regulation, by order of a governmental agency or by court order; provided that, to the extent permitted by applicable law, the receiving party promptly provides the disclosing party prior notice of such disclosure and provides assistance in obtaining an order protecting the disclosing party's Confidential Information from public disclosure.

**7.4** The Parties shall comply with the terms of this Section 7 for the duration of the Agreement and five (5) years following the expiration or termination of this Agreement.

**7.5** Confidential Information of MSP shall include, without limitation, whether copyright protected or not, (a) pricing; (b) time-keeping software programs; (c) operating system software programs and the reports generated therefrom; (d) quarterly and annual review documents; (e) process flows or delivery mechanics and documentation; (f) any personnel information; (g) operational studies and program design documents; (h) all information regarding current and former employees of MSP (including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information); and (i) all information, personal data and material disclosed by or on behalf of Staffing Suppliers participating in a MSP program or Contract Workers that is related to the terms and conditions of the Agreement or the fees charged by MSP in connection with the Agreement. Eversource agrees that any disclosure, copying, distribution or use of MSP Confidential Information in connection with

a request for proposal or any other similar solicitation is strictly prohibited. For the avoidance of doubt, nothing in this Section 7.5 shall limit the generality of the provisions of this Section 7 (including the definition of Confidential Information in Section 7.1 or restrictions on use of Confidential Information under Section 7.2).

**8. Data Protection:** The Parties shall comply with all applicable data privacy and protection laws and regulations. In addition, to the extent MSP obtains any Personal Information from Eversource or its Affiliates or from any Staffing Suppliers or Contract Workers, MSP shall comply with Eversource privacy and data security requirements, including the requirements set forth in **Exhibit A** (Eversource IT Security Requirements). "**Personal Information**" shall mean any legally protected personal information, as so defined by all applicable data protection or privacy laws.

**9. Proprietary Rights:**

**9.1** Eversource shall retain all rights in any samples, data, works, materials and intellectual and other property provided by Eversource to MSP ("**Eversource Materials**"). All deliverables and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, products and other work product, produced by MSP or MSP Staff or any Contract Worker (per contractual requirements in Staffing Supplier Agreements between MSP and Staffing Suppliers) specifically for Eversource under the Agreement ("**Work Product**") shall be deemed "works made for hire". To the extent that any of the Work Product may not, as a matter of law, be deemed a "work made for hire," MSP hereby assigns to Eversource all right, title and interest in the Work Product. MSP shall execute and deliver any documents and do such things as may be necessary or desirable in order to carry into effect the provisions of this Section.

**9.2** Eversource acknowledges that MSP's ability to perform Services is dependent on MSP's past experience in providing similar service to others, and that MSP expects to continue such work in the future. Therefore, MSP retains and is not conveying to Eversource its know-how, techniques, methods of business or operation or expertise relating to services that it provides (collectively, "**Residual Knowledge**"), so long as (a) such Residual Knowledge is of a generalized nature and not specific to Eversource or the Work Product, and (b) MSP acquires and applies such Residual Knowledge without disclosure of any Confidential Information.

**9.3** Eversource hereby grants MSP a limited license to use Eversource's logo and trademark (i) to require Staffing Suppliers via the Staffing Supplier Agreements to specify in applicable recruiting materials and related activities that all Contract Workers will not be Eversource's employee, (ii) solely as necessary to perform its obligations under this Contract. This limited license shall terminate immediately upon termination of this Agreement. Except as expressly provided otherwise herein, no licenses under any patents, copyrights, trademarks, or other intellectual property are granted by either Party to the other Party under this Agreement.

**10. Compliance:** MSP represents, warrants and covenants that (a) it shall strictly comply with all federal, state and local laws, rules, regulations, ordinances, orders and directions (as such may be amended from time to time) applicable to it and the Services it performs hereunder; and (b) there are no prior commitments with a third party that might interfere with its obligations hereunder. Eversource represents, warrants and covenants that (y) it shall strictly comply with all federal, state and local laws, rules, regulations, ordinances, orders and directions (as such may be amended from time to time) applicable to it and its receipt of Services hereunder and its use and treatment of MSP Staff and Contract Workers provided in connection with such Services; and (z) except for the continuing obligations and winding down of Eversource's arrangements with its current service provider as it transitions the Services to MSP, there are no prior commitments with a third party that might interfere with its obligations or the rights granted by it hereunder.

**11. Record Keeping and Audit:** Eversource acknowledges and agrees that MSP will maintain Records (as defined below) for the greater of (a) as required under applicable laws or (b) one (1) year after termination of the Agreement. During the Term of the agreement and for one (1) year thereafter, Eversource or its duly authorized representative(s) shall have access during MSP's normal business hours, with at least ten (10) days' advance notice in writing to MSP on no more than an annual basis unless required by a regulatory agency, and at Eversource's own expense, to MSP's business records directly related to its obligations under the Agreement ("**Records**") for the purpose of verifying its performance of its obligations hereunder.

**12. Termination:**

**12.1** Eversource may terminate the Agreement for any reason by providing MSP with ninety (90) days' prior written notice of termination. Either Party has the right to terminate the Agreement upon thirty (30) days written notice to the other Party if there are no active Statements of Work. Each Party shall have the right to terminate Agreement if the other Party materially breaches the Agreement and fails to cure such breach within fifteen (15) days after receiving written notice from the non-breaching Party specifying such default. A Party will be deemed in material breach of the Agreement if such Party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. In addition, if MSP fails to diligently perform the Services in accordance with the Agreement or if MSP otherwise materially breaches any of the terms of the Agreement, Eversource shall have the right without any liability being owed thereby by Eversource to MSP (with the exception of payment for Services performed in compliance with the Agreement), upon giving MSP written notice of default as noted above and allowing MSP fifteen (15) days after receiving written notice to cure, or such other period as may be agreed upon by the Parties or as may be determined by Eversource to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to cancel the Agreement in whole or in part upon giving written notice to MSP.

**12.2** Notwithstanding any provisions to the contrary, Eversource shall pay MSP for all Services rendered in accordance with the Agreement on or before the effective date of termination. For all Services the Parties agree to be performed after the termination of the Agreement, Eversource shall pay MSP for all such Services rendered in accordance with the rates and fees provided for under the Agreement, unless otherwise specified in a written instrument signed by the respective Parties. Should Eversource elect to terminate the Agreement for convenience, Eversource agrees to pay MSP for any termination fees expressly listed in the applicable Statement of Work.

**13. Management and Oversight:** Both Parties will designate a contact that shall be the Parties' primary liaisons in connection with the Agreement.

**14. Notices:** Any notice or other communication provided under the Agreement shall be in writing and shall be effective either when delivered personally to the other respective Party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested, or first class postage prepaid) or overnight delivery services (with confirmation of delivery), addressed to such Party at the address set forth below. Either Party may designate a different address by notice to the other given in accordance with this Agreement.

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| If to Eversource: | HR Staffing Manager<br>Eversource Energy Service Company<br>107 Selden Street<br>Berlin, CT 06037 | With a copy to: | Deputy General Counsel<br>Eversource Energy Legal Dept.<br>107 Selden Street<br>Berlin, CT 06037 |
| If to MSP: | General Counsel<br>Allegis Global Solutions, Inc.<br>7301 Parkway Drive South<br>Hanover, MD 21076 | With a copy to: | Director of Finance<br>Allegis Global Solutions, Inc.<br>7312 Parkway Drive South<br>Hanover, MD 21076 |

**15. Miscellaneous:**

**15.1 Assignment:** The Agreement may not be assigned without the written consent of both Parties. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies hereunder on any person or party other than the Parties hereto and their respective successors and assigns. With Eversource prior written consent, MSP may use third-party technology providers and/or its local and international Affiliates to assist in the performance of the Services in accordance with the applicable Statement of Work.

**15.2 Counterparts**: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

**15.3 Amendments; Waivers; Consents & Approvals**: This Agreement and the provisions hereof, may not be altered, amended, modified or superseded except by a writing executed by both of the Parties. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such

right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any other, or any succeeding, breach of any other covenant. All waivers must be signed by the Party waiving its rights. Except as specifically set forth in this Agreement, all consents and approvals to be given by either Party under this Agreement shall not be unreasonably withheld, conditioned or delayed, and each Party shall make only reasonable requests under this Agreement.

**15.4 Survival**: Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed in writing, as signed by both Parties, including this Agreement, shall survive any such termination or expiration; or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, including, without limitation, the terms of Section 1.3 (Fees; Invoicing and Payment), Section 3 (Warranties) (and such other warranties as may be defined in this Agreement), Section 4 (Indemnification)( and such other indemnities as may be defined in this Agreement), Section 7 (Confidentiality) and this Section 15.4 (Survival).

**15.5 Remedies Cumulative**: Except as otherwise provided in this Agreement, no right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under applicable law, whether now or hereafter existing.

**15.6 Negotiated Terms**: The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties, and this Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party participated in the preparation of this Agreement.

**15.7 Headings**: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent or intent of this Agreement.

**15.8 Ambiguities:** The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

**15.9 Third Party Beneficiaries**: Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

**15.10 Severability:** Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of the Agreement shall not render the other provisions of such agreements unenforceable, invalid or illegal.

**15.11 Independent Relationship:** The Parties agree that the Agreement is not intended to create nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither of the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other, nor will either Party have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party. At all times during the Term of this Agreement, MSP and its employees, including MSP Staff, shall remain independent contractors of Eversource. In no event shall any MSP Staff be considered an employee of Eversource. MSP will include a similar provision in the executed Staffing Supplier Agreements as a requirement for the Staffing Suppliers with respect to the Contract Workers (unless hired directly by Eversource). MSP agrees that the MSP Staff assigned to perform Services for Eversource under this Agreement shall be employees of MSP. MSP will include a provision in the executed Staffing Supplier Agreements requiring that the Staffing Suppliers agree that (i) the Contract Workers assigned to perform work and services for Eversource shall be employees of the Staffing Suppliers and (ii) in no event shall any Contract Workers be considered, by reason of their assignment to Eversource, an employee of Eversource. MSP shall also require via the Staffing Supplier Agreement that Staffing Supplier obtain and submit a fully executed Contract Worker Agreement.

There shall be no partnership or joint venture created by this Agreement. Neither Party shall have the power to bind or commit the other.

Regardless of the nature or duration of any assignment with Eversource, no MSP Staff assigned to perform Services for Eversource shall be an employee of Eversource and shall not be eligible for or entitled to participate in any of Eversource's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; workers' compensation benefits, any profit sharing, stock option, bonus or incentive compensation plan; any life or health insurance plan; any vacation or holiday pay plan; or any separation· payment plan. MSP will include a similar provision in the Staffing Supplier Agreements as a requirement for the Staffing Suppliers with respect to the Contract Workers and independent contractors/consultants assigned to perform services for Eversource.

**15.12 Force Majeure:** Neither Party shall be liable to the other for non-performance or delay in performance caused by any events or matters beyond its control, including without limitation, acts of God, acts or omissions of the other, acts of government, terrorism, war, strikes, lockouts or embargoes.

**15.13 Governing Law; Venue:** This Agreement and all claims related to it shall be governed by and construed according to the laws of the state of New York, without regard to its choice or conflict of law provisions. Subject to the dispute resolution obligations set forth in Section 15.14, any action brought by either Party to enforce any of the terms and conditions of this Agreement must be brought in the state or federal courts located in New York.

**15.14 Dispute Resolution/Arbitration**. The Parties agree that all disputes arising under this Agreement, except for breaches of the Agreement for which injunctive relief is an appropriate remedy, shall be subject to dispute resolution between the Parties. Such dispute resolution shall be performed in the first instance by the MSP account manager assigned to Eversource and the Eversource representative designated by Eversource. Any dispute not settled by such representatives within ninety (90) days from the date it was referred to them shall be referred to the Parties' respective Presidents (or other officer to whom such responsibility has been delegated in writing by such President). If the Parties' Presidents (or delegated officers) do not settle such dispute, either Party may elect to proceed with mediation with a mutually agreed upon mediator selected by the Parties, and failing resolution through mediation, if such option is elected, the unresolved dispute shall be settled by arbitration, commenced by either Party, in accordance with this Article 15.14. Such arbitration shall be conducted under the commercial arbitration rules of the American Arbitration Association. No arbitrator shall have any authority to award damages in excess of those specified in this Agreement. Notwithstanding the foregoing, the Parties hereto agree that any claims for injunctive relief may be brought before any court of competent jurisdiction. In the event of any claim arising out of or in connection with this Agreement, or the Services provided under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred including, court costs, attorney fees and all other related expenses incurred in such claim.

**15.15 Aggregate Statistical Usage:** Eversource acknowledges and agrees that MSP will collect anonymized and deidentified data derived from and related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Eversource acknowledges and agrees that MSP shall have the perpetual right to use and disclose such anonymized and deidentified data collected relating to the Services, in any manner, as long as such data collected is done on an anonymized basis, with Eversource's data aggregated with data from other MSP customers, so as to be non-specific to Eversource or including any personally identifiable information of an individual.

**15.16 Entire Agreement:** This Agreement constitutes and represents the entire Agreement between the Parties hereto and supersedes any prior understandings or agreements, written or oral, between the Parties hereto respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by all of the Parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein.

(***Signature Page Follows***)

IN WITNESS WHEREOF, the Parties have executed this Corporate Services Agreement on the day and year first above written.

**MSP: Allegis Global Solutions, Inc.**

By: EricKnorr

Name: Eric Knorr

Title: Director, Finance

**EVERSOURCE ENERGY SERVICE COMPANY**

By: [redacted]

Name [redacted]

Title: VP, Supply Chain

**EXHIBIT A**

**CORPORATE INFORMATION SECURITY REQUIREMENTS**

**EXHIBIT A**

**CORPORATE INFORMATION SECURITY REQUIREMENTS**

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

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

a. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number or taxpayer identification number; (b) identity protection personal identification number issued by the Internal Revenue Service; (c) driver's license number or state-issued identification card number, passport number, military identification number or other identification number issued by the government that is commonly used to verify identity; (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; and (e) user name or electronic mail address, in combination with a password or security question and answer that would permit access to an online account; or

b. Any information deemed by Eversource to be confidential and proprietary such as, but not exclusively, confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that Eversource desires to protect against unrestricted disclosure or competitive use.

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

3. Contractor shall provide Eversource with documentation, as provided by an independent third party, to certify that it satisfies the following **minimum-security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Eversource:

a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for

protecting the Contractor's cyber assets and Eversource's Confidential Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;

b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;

c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;

d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;

e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;

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

g. Contractor has SDLC and change control processes in addition to associated security in place to ensure that only authorized hardware and software is installed on Contractor's network;

h. Contractor has security services such as anti-virus, anti-spyware, firewalls, scheduled patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc., and periodically test these services to ensure effective on-going operation;

i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;

j. all laptops used by Contractor to access or store PII shall be encrypted.

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

l. all records and files containing PII information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.

m. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.

n. Eversource has the right to audit Contractor's computer systems to ensure all such systems and Eversource information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements. The scope and testing methods of any such audit shall be mutually agreed upon and shall occur no more than once per calendar year (12 months) or as required by applicable law, except in cases of a data breach.

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

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

a. The "Framework for Improving Critical Infrastructure Cybersecurity" published by the National Institute of Standards and Technology;

b. The National Institute of Standards and Technology's special publication 800-171;

c. The National Institute of Standards and Technology's special publications 800-53 and 800-53a;

d. The Federal Risk and Management Program's "FedRAMP Security Assessment Framework";

e. The Center for Internet Security's "Center for Internet Security Critical Security Controls for Effective Cyber Defense";

f. The "ISO/IEC 27000-series" information security standards published by the International Organization for Standardization and the International Electrotechnical Commission; or

g. Title V of the Gramm-Leach-Bliley Act of 1999, P.L. 106-102, as Substitute House Bill No. 6607 Public Act No. 21-119 amended from time to time.

Contractor shall update their cybersecurity program from time to time in response to conform to any revisions to the foregoing in line with industry best practices.

5. The following provisions related to information security are hereby added to the General Terms and Conditions or agreement to which these Requirements are attached:

a. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;

b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information as well as Eversource IT Security Requirements shall apply to all customer or employee information being managed by Contractor);

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

d. Insurance shall be as set forth in Section 6.4 of the Agreement.

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

6. Security Incident Management:

*a.* Eversource's Corporate Information Security (CIS) assists in responding to and investigating incidents related to misuse or abuse of Eversource or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Eversource or personal data, Contractor must take immediate

action to report the incident to CIS *as soon as the incident is confirmed. Examples of incidents to be reported include, but are not limited to, confirmed network breaches or theft/loss of a computer.*

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

c. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident if CIS is advised of such efforts promptly.

d. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.

e. When CIS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide aid and guidance to the Contractor to appropriately and timely resolve any incident.

**EXHIBIT B**

**STATEMENT OF WORK**

ALLEGIS GLOBAL SOLUTIONS™
An Allegis Group Company

# STATEMENT OF WORK – MSP SERVICES

This STATEMENT OF WORK – MSP SERVICES ("**SOW**"), including all Schedules attached hereto, is entered into as of this <Insert Day Here> day of <Insert Month Here>, 20<Insert Year Here> ("**SOW Effective Date**") and is subject to and incorporated into the Corporate Services Agreement ("**Agreement**") dated as of <Insert Month Here> <Insert Day Here>, <Insert Year Here> by and between **Eversource Energy Service Company**, for itself and as agent for its affiliates ("**Eversource**") and Allegis Global Solutions, Inc. ("**AGS**") (each a "**Party**" and, collectively, the "**Parties**").

**RECITALS:**

WHEREAS, Eversource desires to obtain centralized management services in connection with its use of Contract Workers;

WHEREAS, Eversource and/or AGS will cooperate to identify potential Staffing Suppliers and Eversource will maintain responsibility for the day to day direction and supervision of Contract Workers; and

WHEREAS, AGS will manage the Staffing Suppliers in accordance with this SOW and utilize the System to automate the process by which such Contract Workers are requisitioned from Staffing Suppliers.

NOW, THEREFORE, Eversource and AGS hereby agree as follows:

## 1. DEFINITIONS

Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this SOW have the meaning set forth in the Agreement.

**"AGS Implementation Project Manager"** means the AGS employee who oversees managing the Implementation.

"**Bill Rates**" means the rates billed for services performed by Contract Workers pursuant to the Staffing Supplier Agreement. Bill Rates are inclusive of the fees for the Staffing Services provided by the Staffing Suppliers, System Administrator Services provided by the System Administrator and the MSP Services provided by AGS.

"**Business Days**" means an individual twenty-four (24) hour day between and including Monday and Friday, excluding Eversource holidays.

"**Candidate**" means an individual candidate submitted by Staffing Supplier via the System to evaluate for hire as a Contract Worker pursuant to an approved Job Posting.

"**Consolidated Invoice**" means the periodic invoice to be provided by AGS or System Administrator to Eversource to cover the MSP Services provided by AGS under this SOW, the Staffing Services provided by the Staffing Suppliers under the Staffing Supplier Agreements and the System Administrator Services provided by the System Administrator under a separate agreement between AGS and System Administrator.

**"Contract Worker"** means an individual employee or contractor (i.e. 1099s) employed by a Staffing Supplier to work for Eversource or its affiliates on a temporary basis but shall not be employees of Eversource or AGS.

"**Distribution Rules**" means all rules governing the routing of Contract Worker requests to Staffing Suppliers.

**"Eversource Account Manager"** means the Eversource employee who has responsibility to be the primary day-to-day liaison with AGS.

**"Eversource's Implementation Project Manager"** means the Eversource employee who has responsibility and oversight of the Implementation.

**"Go Live Date"** means the date in which AGS begins performing MSP Services on a steady-state basis using the System in a production environment.

**"Hiring Manager(s)"** means the Eversource personnel responsible for requesting Contract Worker(s).

"**Hours of Operation**" means 8:00 a.m. – 5:00 p.m., in the time zone in which the AGS personnel is located, during Business Days.

**"Implementation Plan"** means the details of timing and resources used by AGS to achieve the Implementation.

**"Job Posting"** means an electronic document entered into the System that sets forth a position for which Eversource desires to engage a Contract Worker.

**"Kickoff Date"** means the date in which the Parties first meet to begin Implementation, such date to be no later than 28 days following the Effective Date.

**"MSP Services"** means the centralized Staffing Supplier management services, which generally shall consist of: (a) administering Eversource's use of Staffing Suppliers and the Contract Workers they supply, including utilizing the System to automate the process by which such Contract Workers are requisitioned from Staffing Suppliers, (b) in its capacity as Purchasing Agent, consolidating the charges for the services provided by the Staffing Suppliers and System Administrator in one Consolidated Invoice submitted by AGS or System Administrator to Eversource, and (c) in its capacity as Purchasing Agent, disbursing payment to the Staffing Suppliers and System Administrator of amounts received from Eversource with respect to each such Consolidated Invoice.

**"Program"** means the program under which AGS provides the MSP Services under this SOW.

**"Program Manager"** means the individual assigned by AGS to manage the Program.

**"Program Manual"** shall have the meaning set forth in Section 4.6 and shall be attached hereto as Schedule 8.

**"Program Office"** means the office staffed by AGS employees through which AGS provides the MSP Services.

"**Purchasing Agent**" means the role AGS assumes in the Agreement with respect to the preparation of invoices to Eversource as to its purchase of staffing services from its Staffing Suppliers and serving as payment agent for Eversource to the extent applicable. AGS duties and obligations do not include (i) AGS acting as dealer or other party liable for Transaction Taxes, (ii) AGS being responsible as Eversource's Purchasing Agent for the calculating, reporting or remitting of Transaction Taxes to the correct state and local tax authorities, and (iii) AGS being responsible for confirming that Eversource or Staffing Suppliers properly calculated, reported or remitted Transaction Taxes to the correct state and local tax authorities.

**"Staffing Services"** means the services that Staffing Supplier(s) will provide for the benefit of Eversource pursuant to the Staffing Supplier Agreements.

**"Staffing Supplier"** means third parties identified by Eversource and/or AGS to provide Contract Workers to fill Eversource assignments pursuant to the Staffing Supplier Agreements between AGS and such Staffing Suppliers.

**"Staffing Supplier Agreement"** means an agreement between AGS and a Staffing Supplier under which the Staffing Supplier agrees to provide Contract Workers to work on assignments for Eversource in a form substantially similar to Schedule 6 attached hereto.

**"System"** means Fieldglass, a web-based application software program provided by the System Administrator and utilized by AGS in conjunction with the MSP Services.

**"System Administrator"** means SAP.

**"System Administrator Services"** means the services that System Administrator will provide through the System for the benefit of Eversource.

**"Tools"** shall have the meaning set forth in Section 3.2 herein.

"**Transaction Taxes**" means sales, use, excise, value-added, gross receipts, services, consumption and/or other similar transaction taxes, however designated, that are levied by any taxing authority upon Contract Services.

**"Work Order"** means an electronic document in the System identifying a Job Posting and the names and Bill Rates of the Contract Workers assigned to perform Contract Worker services under such Job Posting.

## 2. TERM; TERMINATION FEE

2.1 **Term.** The term of this SOW will commence on the SOW Effective Date, and shall continue for a period of five (5) years from the Go Live Date (the "**Initial SOW Term**"), unless earlier terminated by either Party in accordance with the terms of the Agreement. This SOW may be renewed by Eversource at the end of the Initial Term for successive one (1) year terms or such other mutually agreed upon term (each, is a "**Renewal Term**") by providing AGS with prior written notice at least ninety (90) days before expiration of the then current term, unless AGS has provided written notice to Eversource at least one hundred and twenty (120) days before expiration of the then current term of AGS's decision to not renew this SOW, in which case, this SOW shall expire at the end of the then current Term. Collectively, the Initial SOW Term and the Renewal SOW Term(s) shall be referred to as the "**SOW Term**". For each Renewal SOW Term, unless the Parties otherwise agree in writing, the SOW will extend on the same terms and conditions.

2.2 **Termination Fee**. In the event Eversource terminates this SOW for convenience in accordance with Section 12 of the Agreement, Eversource shall pay AGS the unamortized portion of the Termination Fee. The monthly amortization of costs will be based on $200,000 for the Initial SOW Term ("**Termination Fee**") divided by the remaining months of the Initial SOW Term. The Termination Fee will be reduced by $3,333 per month beginning on the SOW Effective Date. For example, if the SOW is terminated at the end of month twenty-four (24), the Termination Fee would be $120,008 calculated as $200,000 less $79,992 already amortized. For the avoidance of doubt, Eversource is not required to pay any Termination Fee if this SOW is terminated during the Renewal SOW Term or for any reason other than by Eversource for convenience.

## 3. GENERAL

**3.1. Scope**. As of the SOW Effective Date, the following countries are within the scope of this SOW:

**3.1.1.** United States of America

Additional countries may be added within the scope of this SOW by the mutual written agreement of the Parties.

**3.2.** **Tools**. AGS utilizes various tools in the performance of the MSP Services. As of the SOW Effective Date, AGS will be using the following software tools:

**3.2.1.** Acumen Workforce Intelligence Solution: AGS' web-based data analytics platform.

AGS may change the tools being used in the performance of MSP Services; provided, however that changes to the tools will not materially impact the delivery of MSP Services.

**3.3.** **Invoicing and Payment**. AGS will submit invoices to Eversource, and Eversource shall pay such invoices, in accordance with Schedule 3.

**3.4.** **Staffing Services.** Eversource hereby appoints AGS as its managed service provider to procure the Staffing Services, and act as Purchasing Agent, on Eversources's behalf. AGS agrees to enter into Staffing Supplier Agreements with Staffing Suppliers to engage such Staffing Suppliers to provide Contract Workers who will perform services for the benefit of Eversource. Eversource shall be responsible for directing the day-to-day activities of the Contract Workers and will instruct all Contract Workers to direct all complaints related to their assignment to their Staffing Supplier.

**3.5.** **Staffing Suppliers and Staffing Supplier Agreements.** AGS and Eversource shall partner to identify and recruit potential Staffing Suppliers to provide Contract Workers to work on assignment for Eversource, subject to the right of Eversource to independently identify potential Staffing Suppliers and each Party to reject any such potential Staffing Supplier that, in such Party's reasonable judgment, is unacceptable due to business, financial, or performance reasons. AGS shall use reasonable efforts to enter into a Staffing Supplier Agreement with each such potential Staffing Supplier. Each executed Staffing Supplier Agreement shall contain any provision specifically required by the terms of this Agreement to be in such Staffing Supplier Agreement unless Eversource provides a specific waiver (with email an acceptable format) to AGS related to any such terms that are inconsistent with those required provisions, including but not limited to, minimum insurance requirements. Each Staffing Supplier Agreement will acknowledge that the services being provided thereunder by the Staffing Supplier are for the benefit of Eversource and that AGS is entering into such Staffing Supplier Agreement. AGS shall include in each Staffing Supplier Agreement a provision naming Eversource as an express third party beneficiary of such Staffing Supplier Agreement. The Parties agree that Staffing Suppliers and the Contract Workers they provide to Eversource to perform contract services are not subcontractors to AGS.

**3.6.** **Staffing Supplier Defaults.** AGS shall notify Eversource upon becoming aware of a breach by a Staffing Supplier of any obligation under a Staffing Supplier Agreement (a "**Staffing Supplier Default**"). In the event a Staffing Supplier Default occurs, the following terms shall apply:

**3.6.1.** AGS and Eversource will meet promptly to discuss the Staffing Supplier Default;

**3.6.2.** AGS will use commercially reasonable efforts to rectify the situation with the Staffing Supplier through informal means;

**3.6.3.** If any such resolution is not possible and/or if the Staffing Supplier Default has damaged Eversource, AGS, if directed by Eversource, will terminate the Staffing Supplier Agreement and Eversource itself may undertake a Formal Enforcement Action; "**Formal Enforcement Action**" means a formal dispute resolution or legal proceeding under a Staffing Supplier Agreement (e.g., a lawsuit that seeks damages and/or specific performance), where in either

case the Staffing Supplier is not in compliance with the terms of the Staffing Supplier Agreement and Eversource is seeking to exercise its third-party beneficiary rights; and

**3.6.4.** In connection with any Formal Enforcement Action, AGS will reasonably cooperate with Eversource and provide Eversource with any information and reasonable support that Eversource requires to pursue the action.

**3.7. Contract Workers.**

AGS shall include in each Staffing Supplier Agreement a representation, warranty and agreement from the Staffing Supplier to the effect that the Staffing Supplier will treat each of its Contract Workers as a Staffing Supplier Employee for all purposes and shall require the Staffing Supplier to do the following with respect to its Contract Workers providing contract services under the Staffing Supplier Agreement: (a) assume responsibility to recruit, interview, select (with Eversource approval), hire, assign, counsel, discipline and discharge Contract Workers; (b) provide for all compensation or other benefits; (c) make all appropriate tax, social security, Medicare and other withholding deductions and payments required by applicable federal, state or local laws, on behalf of Contract Workers; (d) provide worker's compensation insurance coverage; (e) make all appropriate unemployment tax payments; and (f) maintain payroll and personnel records.

AGS shall additionally include the following obligations for the Staffing Suppliers in each Staffing Supplier Agreement: (a) prior to assigning any Contract Worker to Eversource, verify work eligibility, including screening, background and reference checks, required testing, verifying the identity and right to work of each Contract Worker under the immigration laws of the United States, completing and maintaining Form I-9s, and, if applicable, completing and maintaining the personnel risk assessment documentation required for each Contract Worker that constitute "Authorized Personnel" under the MSP Contractor CIP Compliance Agreement (attached as Exhibit D to the Agreement and incorporated herein); (b) complete an attestation form (attached to the Staffing Supplier Agreement as Attachment F) attesting to the successful verification of the requirements in sub-section (a) above and upload the same to the System; (c) upload to the System the background check and identity verification certification cover sheet provided by the third party background check vendor; and (d) require all Contract Workers to sign the agreement required by and approved by Eversource acknowledging certain matters regarding Eversource's company policies, benefits entitlement, confidentiality and assignment of work product (or the results thereof) performed by Contract Workers (attached to each Staffing Supplier Agreement as Attachment G) and upload the same to the System.***

The Contract Workers provided by the Staffing Suppliers to provide contract services for Eversource shall be employees of, or independent contractors to, the Staffing Suppliers. In no event shall any such Contract Worker be regarded as an employee of Eversource or AGS.

In addition, AGS shall require each Staffing Supplier (via the Staffing Supplier Agreements) to screen Contract Workers, using the criteria provided by AGS and/or Eversource for all new similar personnel hires, including verifying the work authorization and identity of the Contract Worker as required by the U.S. Immigration Reform and Control Act of 1986 (as amended), and as otherwise required by Eversource under the Agreement. For all Contract Workers, Staffing Supplier shall upload written certification that the process and screening set forth above were conducted and AGS shall provide Eversource with such certification through a System report and confirmation that such Contract Worker has "passed" background summary sheet. Additionally, AGS shall implement an auditable process to document the scrceening of all Contract Workers and the records necessary to demonstrate compliance with such processes; provided, however, for the avoidance of doubt, that copies of the following: I-9 forms, background check and/or drug screen results, and/or any payroll records containing tax burden/withholding details, shall not be provided to Eversource in the ordinary course. If Eversource has concerns that a Staffing Supplier has not complied with this provision or any obligations under the Agreement, Eversource may request that AGS review Staffing Supplier's records and request additional information from Staffing Supplier, and a certification from Staffing Supplier, to confirm that the processes and screenings set forth above were conducted and that such Contract Worker "passed." AGS will require (via the Staffing Supplier Agreements)

that each Staffing Supplier warrants and represents that the Staffing Supplier's employee screening processes do and shall comply with applicable laws and industry standards and Eversource's provided policies and requirements. AGS shall promptly notify Eversource if during the term of the Agreement, AGS believes that the screenings in Schedule 5 would violate any applicable law, and propose a suitable alternative, if available. The Parties will suspend any component of screenings that violates applicable laws and mutually agree to revise such Schedule to ensure that no element(s) of such screenings trigger any violation of applicable laws. In the event Eversource requires additional background or credit or drug screenings not contemplated under the Agreement, Eversource shall reimburse the Staffing Suppliers, without mark-up, for the expense of such additional screenings.

AGS shall require each Staffing Supplier (via the Staffing Supplier Agreement) to comply with all provisions of the Patient Protection and Affordable Care Act ("ACA") applicable to Contract Workers, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time employees" and their "dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable information reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations. This Section is intended by the Parties as the full and complete expression of AGS' and Staffing Supplier's ACA obligations, and the ACA shall not be deemed within the scope of any other more general provision of the Agreement.

AGS acknowledges that Eversource, its contractors and its contractor and subcontractor personnel are required to comply with the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards when accessing CIP information on Eversource's systems and accessing or performing services and work on Eversource's CIP critical or cyber assets, and accordingly will comply with the MSP CIP Contractor Compliance Agreement, dated as of the date hereof, executed by AGS (the "MSP Contractor CIP Compliance Agreement" attached to the Agreement as Exhibit D and incorporated herein), and will require each Staffing Supplier to sign and comply with the form of the CIP Contractor Compliance Agreement for MSP Staffing Supplier referenced and attached to the MSP Contractor CIP Compliance Agreement.

## 4. IMPLEMENTATION OF THE MSP SERVICES

### 4.1. Implementation

On the Kickoff Date, AGS, with the reasonable cooperation of Eversource, shall begin the orderly transition of Eversource's staffing procurement and oversight function to AGS ("**Implementation**") in accordance with this SOW, the Implementation Plan attached hereto as Schedule 1 (Implementation Plan) and the RASCI attached hereto as Schedule 1(a), which may be modified from time to time by mutual agreement of the Parties. Implementation will be completed in a timely, orderly manner, so as to minimize any adverse effect upon Eversource while also minimizing any adverse impact on any of: (i) Eversource resources; (ii) the functions, services, operations, usage, development, support, or maintenance of the underlying IT infrastructure; or (iii) any user or recipient of the MSP Services.

The Implementation Plan sets forth the tasks, activities, and projects to be completed by AGS and Eversource beginning on the Kickoff Date and concluding on the Go Live Date to ensure that all of the MSP Services are successfully transitioned to AGS. The AGS Implementation Project Manager and Eversource's Implementation Project Manager shall provide each other with weekly written updates, and participate in weekly meetings, to review the status and progress of the activities described in the Implementation Plan, commencing on the Kickoff Date and continuing until all such Implementation Plan activities have been successfully completed.

Subject to Section 15.12 in the Agreement, implementation will be completed no later than twenty-four (24) weeks following the Kickoff Date ("**Expected Implementation Period**"). Eversource acknowledges that AGS is incurring material costs in connection with the Implementation, that such

costs are based on an Implementation timeline equal to the Expected Implementation Period. If the Go Live Date is delayed past the Expected Implementation Period and such delay is substantially due to Eversource's documented actions or inactions (a "**Eversource Delay**") then, on a monthly basis, Eversource agrees to reimburse AGS its actual and reasonable costs incurred (including any pre-approved and documented travel and living expenses) as a result of the Eversource Delay until such time as the Implementation is complete. Eversource will be responsible, at the standard hourly rates listed below, for the costs of any (i) additional work that is requested by Eversource and outside the scope of the Implementation or (ii) any Eversource Delay (collectively, "**Additional Implementation Charges**"). AGS will provide Eversource with a written account of the Additional Implementation Charges incurred. Any Additional Implementation Charges shall be invoiced monthly by AGS and payable by Eversource via electronic transfer within thirty (30) days of receipt.

| | |
|---|---|
| Implementation Director | [redacted] |
| Implementation Manager | |
| Solutions Architect | |
| Implementation Consultant | |
| Supply Chain Manager | |
| Solutions Analyst | |
| Business Analyst (Data and Reporting) | |
| Market Analyst | |
| Integration Center Analyst | |

If, after the Go Live Date, Eversource requests AGS to conduct any subsequent Implementation activities ("**Additional Implementation Activities**"), the Parties shall work together to agree on the terms and the fees (if any) that will govern the Additional Implementation Activities; provided, however that no Additional Implementation Activities shall be performed until such time as the Parties agree in writing to the applicable SOW. Examples of Additional Implementation Activities include, but are not limited to (i) changes to geographical scope of MSP Services, (ii) material changes to System configuration or design, (iii) change to the System Administrator (and System), and (iv) expansions/changes to Program scope.

**4.2. Kickoff Meeting**

AGS and Eversource shall conduct a project kickoff meeting. The kickoff meeting shall consist of:

**4.2.1.** Introduction of key stake holders for Eversource and AGS;

**4.2.2.** A summary by Eversource of the way Eversource is then performing for itself, or receiving from a third-party service provider, the kinds of services that are encompassed in the MSP Services;

**4.2.3.** A summary by AGS of the Implementation work-streams and Implementation timeline;

**4.2.4.** Discussion of the Implementation Plan;

**4.2.5.** Review the standard Eversource escalation procedures and resolution plan for any issues that may arise during Implementation;

**4.2.6.** Discussion and confirmation of critical Eversource information;

**4.2.7.** Validation of Implementation strategy and timeline;

**4.2.8.** Validation of integration requirements with current Eversource systems; and

**4.2.9.** Program governance process will be reviewed.

**4.3. Define and Document Eversource Requirements**

AGS shall define and document in further detail, and provide to Eversource for Eversource's review and approval, Eversource's requirements with respect to the System, as follows:

**4.3.1.** Assess Eversource's business environment by reviewing relevant information, materials, business processes, literature, and strategies of or about Eversource;

**4.3.2.** Understand and document the key business drivers that dictate Eversource's strategy, requirements, and needs with respect to the MSP Services and the System;

**4.3.3.** Review and document the processes that Eversource has been using to receive the kinds of services that are encompassed in the MSP Services prior to the SOW Effective Date;

**4.3.4.** Identify and hold meetings with stakeholders from Eversource's Finance, Human Resources, Information Technology, and user groups to determine usage and functionality requirements and drive development of integration between Eversource systems and the System;

**4.3.5.** Prepare, define, and document the requisition process model that AGS will configure in the System based on Eversource's existing processes and the functionality of the System. The System configuration, as implemented by AGS, should be as identical as possible to the existing processes and functionality of the current Fieldglass system; and

**4.3.6.** At any time during the term of the Agreement, upon Eversource's written request, the license held by AGS for its use of the System shall be assigned or otherwise transferred to Eversource or its designee, in which event, Eversource or its designee shall assume responsibility for the fees for the license and support of the transferred System. Upon such assignment, to the extent the Agreement has not terminated, the Parties agree to negotiate in good faith an adjustment in the MSP Fee to remove the license and support fees for the System that are no longer an AGS responsibility.

**4.4. Configure System**

AGS will, as part of the Implementation and as further described in the Implementation Plan, configure and integrate the System with Eversource's internal systems as directed by Eversource, which services shall include, but shall not be limited to, the following:

**4.4.1.** The development and documentation of the System design specifications, subject to Eversource's review and approval;

**4.4.2.** AGS shall identify any issues through system integration and user acceptance testing and shall correct any such issues;

**4.4.3.** AGS will configure the System to accept, and process required data feeds from Workday with minimal changes (i.e., Supervisor listing, locations, supervisor hierarchy file, list of cost centers and business unit structure);

**4.4.4.** AGS will configure the System to enable Single Sign-On, compatible with Eversource SSO standards; and

**4.4.5.** AGS and Eversource will incorporate System configurations to improve efficiencies where applicable, including, but not limited to, implementing pre-approval of OT.

**4.4.6.** AGS will furnish a copy of the configuration file to Eversource upon go-live. As a part of any quarterly business review, AGS will furnish a copy of the supplemental program documentation detailing any applicable updates that occur due to functional or systematic changes. Eversource will, as part of the Implementation, and as further described in the Implementation Plan, participate in conjunction with AGS to make minor modifications to existing interfaces in an effort to redirect interface to the System.

**4.5. Creation of Consolidated Invoice File**

**4.5.1.** AGS and Eversource will collaborate to mutually determine, define and approve all process and technical requirements necessary to create the Consolidated Invoice to be generated in an automated and secure manner.

**4.5.2.** AGS shall manage the System development life cycle process to test and deploy the Consolidated Invoice file per the agreed upon requirements as set forth in the Implementation Plan.

**4.5.3.** The Consolidated Invoice file format shall be developed and deployed in a manner that follows industry standards and protocols, and in accordance with EDI 810 File specification as provided by Eversource to AGS as established during the implementation, as may be modified from time to time.

**4.5.4.** AGS will provide a link and the necessary access in the System to allow the use of the Eversource chargecode web validation tool.

**4.6. Process Documentation**

**4.6.1.** With respect to the processes that AGS will use to perform the MSP Services, AGS and Eversource shall develop and memorialize in writing the procedures, roles and responsibilities that outline how the Parties will operationally execute the Program ("**Program Manual**"), which shall be in a form substantially similar to Schedule 8 attached hereto with the understanding that the Parties will continue to modify by mutual agreement of the Parties such Program Manual during Implementation, and which may be further modified from time to time by mutual agreement of the Parties.

**4.6.2.** Upon Eversource notification, and AGS and Eversource acceptance, AGS shall provide any and all applicable operational documentation, including the Program Manual, in advance of or concurrently with executing any mutually agreed upon changes in any process that AGS uses to provide the MSP Services.

**4.6.3.** AGS shall provide explanatory written materials and job aids explaining how Eversource shall utilize the System.

**4.7. Staffing Supplier Engagement**

As part of Implementation (and the MSP Services), AGS shall perform the following tasks related to the engagement of Staffing Suppliers:

**4.7.1.** Assist and provide consultation to Eversource in Eversource's evaluation of its current staffing suppliers with respect to their capabilities, skill types, ability to fill multiple requests for personnel, and such other criteria as AGS or Eversource may determine are appropriate;

**4.7.2.** Conduct Staffing Supplier vetting and registration activities, which shall include, but not be limited to: (i) completing the supplier registration; (ii) executing a confidentiality agreement with AGS; (iii) executing a Staffing Supplier Agreement in the form agreed upon by the Parties; (iv) obtaining the executed end user license agreement (if applicable); (v) obtaining Staffing Supplier's certificate of insurance in accordance with Program requirements; (vi) obtaining Staffing Supplier's Articles of Incorporation or alternate approved documentation; (vii) obtaining Staffing Supplier's Tax ID Form (W9); (viii) obtaining Staffing Supplier's most recent Financial Statements or alternate approved documentation; (ix) completing the AGS payment registration form; and (x) obtaining diversity certification(s) (if applicable);

**4.7.3.** Create a Staffing Supplier communications plan pursuant to which AGS will communicate with all Staffing Suppliers throughout the SOW Term with respect to the Staffing Services that the Staffing Suppliers will provide to Eversource;

**4.7.4.** In conjunction with Eversource, conduct meetings with the Staffing Suppliers to orient Staffing Suppliers to the Staffing Services; and

**4.7.5.** Provide the Staffing Suppliers with Eversource's policies, procedures and requirements. AGS will promptly provide the Staffing Suppliers with updates to such Eversource policies, procedures and requirements as received by AGS from Eversource.

**4.8. Data Collection**

AGS and Eversource shall perform the following tasks in accordance with the Implementation Plan:

**4.8.1.** Obtain a list from Eversource of Contract Workers providing services to Eversource as of the Kickoff Date; and

**4.8.2.** Obtain a list from Eversource of Staffing Suppliers performing services for Eversource as of the Kickoff Date.

**4.9. Load Master Data**

As part of the Implementation and as described in further detail in the Implementation Plan, AGS shall manage the gathering, converting (if necessary), and loading into the System all data received from Eversource's current MSP, Randstad, related to the MSP Services, and AGS shall perform the following additional data-related services:

**4.9.1.** Provide Eversource with timely data requests with respect to the data reasonably required by AGS to populate the System;

**4.9.2.** Develop and document a reasonable strategy for maintaining such data throughout the SOW Term for Eversource's review and approval;

**4.9.3.** Obtain and load (or oversee the load as applicable) all appropriate Eversource data provided by Eversource's current MSP into the System and the validity of such data to be confirmed through reports generated by Eversource's current MSP and AGS, subject to Eversource's review; and

Original start date for all current Contract Workers will be captured, validated with Staffing Suppliers and incorporated into the System.

**4.10. Enable Staffing Suppliers to use the System**

AGS will, as part of the Implementation, facilitate the services required to enable the Staffing Suppliers to use the System, which services shall include, but shall not be limited to:

**4.10.1.** Managing the configuration of the System to enable each Staffing Supplier to access and use the System;

**4.10.2.** Mapping Staffing Suppliers to job titles, job classifications, geographies and tiers;

**4.10.3.** Conducting meetings with Staffing Suppliers to explain all of the policies related to the MSP Services and the use of the System; and

**4.10.4.** Providing reasonable training required for Staffing Suppliers to use System.

**4.11. Go Live Readiness**

AGS will, as part of the Implementation, facilitate the services required to prepare the System for the Go Live Date, which services shall include, but not be limited to:

**4.11.1.** Validating that the System is ready to be launched; and

**4.11.2.** Upon Eversource's approval of the System as described above, commence training and other actions detailed in the Implementation Plan in preparation for the commencement of MSP Services on the Go Live Date.

**4.12. Training and On-Going Support Services**

As part of the Implementation (and the MSP Services), AGS shall provide Eversource with the following training and on-going support services:

**4.12.1.** Develop appropriate training materials for the Program and System, which may be training classes, written materials, on-line interactive instructional tools or desk level job aids for Eversource employees, suppliers and workers. These job aides will include instructions for hiring a contingent worker, including, but not limited to, hiring process, inclusive of intake meeting, requisition/work order creation, candidate interviews, Worker Onboarding, AGS to manage all communication with suppliers and workers after Go-Live;

**4.12.2.** Provide support services during the Hours of Operation; and

**4.12.3.** Schedule and deliver, prior to the Go Live Date, sufficient training for Eversource users to enable them to create Job Posting and utilize the functionalities of the System.

**4.13. AGS Change Request Form**

**TO:** **Eversource ("Customer")**

**FROM:** **Allegis Global Solutions, Inc. ("AGS")**

**RE:** **Description of scope**

Change Request proposal number:
This Change Request – Rough Order of Magnitude is an estimate of the work effort detailed below and the charges associated. Once agreed upon, AGS will complete through a Change Request Form.

**Description of Change:**

**Items in Scope:**

| Item | AGS Resource(s) | Description |
|---|---|---|
| Discover and Design | Solutions Architecture, PMO | Partner with VMS and client during the review of the design of the updated solution. This will include data mapping, migration strategy, testing and deployment |
| Development | Solutions Architecture | Development and validation will be an activity facilitated between AGS, client and VMS. We will consult and validate from a business perspective that all developed targets and connectors meet requirement within design requirements |
| Testing | Solutions Architecture, PMO | AGS will partner with VMS and client to create test plan and key test scenarios to validate the integrations are working as expected with receiving system |
| Cutover Strategy | Solutions Architecture, PMO | AGS will coordinate with the client and VMS partner all |

| | | |
|---|---|---|
| | | activities related to transition from test environment to production environment |
| Deployment/Hypercare | Solutions Architecture, PMO | AGS will stay engaged for up to 4 weeks post deployment to ensure the migration to production was successful and to allow for quick response should issues arise with the deployed solution |

**Items out of Scope:** Anything not listed In Scope Section.

**Delivery Schedule:**

**Fees associated with Change Request:** Estimated cost for this Change Request is **$TBD USD.** Should the scope of the Change Request deviate from above, AGS and Customer shall collaborate to build a new Change Request form, or an amendment to this Change Request form, to modify such fees.

| AGS Resources | Hours | Total Fees |
|---|---|---|
| | | |
| | | |
| **Total** | | **$TBD** |

**Cancellations/Terminations:** If this Change Request is cancelled early, for convenience, prior to the targeted completion then Customer shall be eligible for a refund of the difference in hours worked to the date in which the termination shall be effective.

**Allegis Global Solutions, Inc.**

Per: _____
(Signature)

_____
(Name)

_____
(Date)

**Eversource Energy Service Company**

Per: _____
(Signature)

_____
(Name)

_____
(Date)

## 5. OPERATIONAL MANAGEMENT OF THE MSP SERVICES

### 5.1. Manage Contract Worker Sourcing and Recruitment

AGS or Eversource shall provide the following services related to executing requests for Contract Workers (except this process may differ for the light-industrial labor category):

**5.1.1.** Hiring Manager shall create and approve a Job Posting in the System for potential Contract Worker(s);

**5.1.2.** Upon receipt of an approved Job Posting from Eversource, AGS shall host an intake meeting with the Hiring Manager as necessary to review and align requisition details to sourcing strategy;

**5.1.3.** Upon completion of intake, AGS shall release the Job Posting via the System to the Staffing Suppliers based on the Distribution Rules;

**5.1.4.** AGS, in conjunction with Eversource, shall periodically analyze and review the Distribution Rules based upon Staffing Supplier performance. If merited, AGS, with Eversource approval, will make modifications to the Distribution Rules;

**5.1.5.** AGS shall review all submitted Candidates in the System and create a short list of Candidates;

**5.1.6.** Via the System, AGS shall forward to the Hiring Manager selected short listed Candidates submitted by Staffing Suppliers that meet the Job Posting requirements;

**5.1.7.** Based upon Hiring Manager feedback of all short-listed Candidates, AGS shall coordinate any required Candidate interviews between Eversource and the Staffing Supplier representing the Candidate via the System;

**5.1.8.** Hiring Manager to interview short listed Candidates. AGS shall debrief with Hiring Manager post interview to capture and document feedback for all interviewed Candidates;

**5.1.9.** Once the Hiring Manager approves a Candidate, AGS shall create a Work Order via the System and shall notify the Staffing Supplier of the start date of the applicable Contract Worker; and

**5.1.10.** AGS and Eversource shall establish and agree upon procedures to address Candidate referrals that will not be subject to the competitive sourcing process. At Eversource's request, AGS will take any Eversource referred Contract Workers for a specific job requisition and facilitate onboarding of such Contract Worker with the designated payroll Staffing Supplier, who shall adhere to all applicable onboarding and screening requirements as outlined within the Supplier Agreement. Interns and Co-op Students shall be selected by Eversource and managed by AGS as Pre-Identified Personnel.

### 5.2. Staffing Supplier Requirements for Onboarding Contract Workers

AGS shall verify in the System that each Staffing Supplier has satisfied the requirements set forth in Section 3.7 above and the Program Manual, and uploaded the following information or documentation into the System prior to a Contract Worker performing services for Eversource:

**5.2.1.** All Contract Worker information, including, but not limited to, qualifications, prior experience, and certifications, to the extent necessary;

**5.2.2.** All necessary Eversource compliance documentation for all Contract Workers; and

**5.2.3.** All applicable requirements and documentation, including, but not limited to, an Eversource certification form and/or acknowledgement of the Eversource code of conduct.

**5.3. AGS Responsibilities for Onboarding Contract Workers**

AGS shall perform the following tasks prior to a Contract Worker performing services for Eversource:

**5.3.1.** Coordinate with the Hiring Manager and Staffing Supplier representative to establish the start date of the applicable Contract Worker;

**5.3.2.** During the Implementation, the Parties will work to determine the appropriate onboarding documentation necessary for Contract Workers prior to Contract Workers' start date. Such documentation and verification of such documentation shall be detailed within the Program Manual and agreed upon by the Parties; and

**5.3.3.** Utilize the System to maintain accurate and complete statuses of Contract Workers.

**5.4. Contract Worker Orientation Services**

AGS, upon receipt and instruction from Eversource of all Eversource requirements for Contract Workers, shall communicate to the Staffing Supplier the Eversource's requirements that each Staffing Supplier provide its Contract Workers with an appropriate orientation communication prior to them performing any services for Eversource. Contract Worker orientation shall be defined as the dissemination of information and documentation necessary to ensure that each Contract Worker become familiar with Eversource and applicable Eversource policies and procedures, including, but not limited to, confidentiality and security policies. Eversource is responsible for providing AGS with any updates to any applicable policies and procedures.

**e-Learning Training**

Contract Workers must also complete all e-learnings required by Eversource within the first five (5) Business Days of receiving the Learning Assignment (Security, Code of Conduct, other e-learnings). Each Contract Worker must have executed the Contract Worker Agreement. AGS will be responsible for ensuring compliance trainings have been completed to the extent Eversource provides proper access to records to verify completion.

**5.5. Contract Worker Assignment Management**

**5.5.1.** The System will automatically send end of assignment reminders to the Hiring Manager at frequencies specified by Eversource, which may be revised from time to time. If the Hiring Manager wants to extend an assignment, the Hiring Manager is responsible for initiating an extension Work Order via the System.

**5.5.2.** If no extension Work Order has been initiated in the system on or before seven (7) days prior to the assignment end date, AGS shall notify the Hiring Manager that they must complete the end of assignment survey.

**5.6. Contract Worker Assignment, Termination, Removal and Offboarding**

1. AGS shall ensure that each Staffing Supplier perform the following tasks related to the end of any of its Contract Workers' assignments with Eversource (whether due to termination or the completion of the applicable assignment):

**5.6.1.** Validate that all electronic time cards are completed and submitted for all time worked within fifteen (15) Business Days of the assignment termination or completion date;

**5.6.2.** Validate that all travel and expenses are submitted within fifteen (15) Business Days of the assignment termination or completion date; and

**5.6.3.** At Program Go Live, ensure that each Contract Worker is off-boarded in accordance with Eversource requirements, including, but not limited to, canceling CIP, badge and systems access and AGS to ensure Contract Workers will be off boarded in accordance with Eversource requirements. AGS will require that the Staffing Supplier returns all Eversource property to Eversource for each terminated Contract Worker and provides written notification of such return of property to Eversource using a general email address, which will be provided prior to the Go Live Date. AGS will ensure all offboarding responsibilities are completed, including but not limited to cancelling CIP access, badge access, and system access. AGS to ensure that AGS follow the same process for tenure breaks. This includes suspending badge and system access (CIP access) for Contract Workers taking required breaks in service. Further details and complete process will be outlined in the Program Manual. The parties acknowledge they will work in good faith to automate provisioning and de-provisioning within six (6) months of the Go Live Date.

If a Contract Worker's engagement is terminated prior to the completion of the assignment, Staffing Supplier informs the AGS Program Office, who will revise the date in System.

2. Eversource shall have the right during the SOW Term to cause the immediate removal, from any assignment with Eversource, of any Contract Worker in accordance with any Federal, state or local labor laws.

**5.7. Staffing Supplier Management Services**

In addition to the obligations set forth in Section 3.7 above, AGS' management of the Staffing Suppliers shall include the following tasks:

**5.7.1.** Request the Staffing Supplier to train all of its respective Contract Workers on proper use of System, including, but not limited to, time entry;

**5.7.2.** Recommend to Eversource any Staffing Supplier whose actions or behaviors may require Eversource to suspend or remove an approved Staffing Supplier from the approved list of Staffing Suppliers;

**5.7.3.** Monitor and measure Staffing Supplier performance. In conjunction with Eversource, review the approved Staffing Supplier list on an annual basis, during which review either Party may identify Staffing Suppliers that have poor performance. If the Parties agree that a Staffing Supplier shall be removed from the Program, AGS will coordinate disengagement;

**5.7.4.** If necessary after completion of the annual review set forth in Section 5.7.3, or anytime during the year as necessary, AGS shall propose additional Staffing Supplier(s) to augment the existing approved Staffing Supplier list;

**5.7.5.** Monitor work period duration ("**Tenure**") for each Contract Worker in accordance with Eversource requirements. Tenure is based on the length of time a Contract Worker is assigned to Eversource, including work in multiple departments. AGS agrees to send an automated message to the Hiring Manager at least thirty (30) days prior, and again at seven (7) days prior, to the end of such Contract Worker's Tenure;

Monitor retiree assignments in accordance with the following Eversource requirements: in order to maintain compliance with IRS regulations, retired company employees may be considered for assignments as Contract Workers only after a 1-year break in service following their retirement. All retiree assignments beginning prior to the 1-year separation of service must be documented and approved by the Director, Benefits Strategy in Human Resources, in partnership with the Human Resources Business Partner, before contacting AGS. The Hiring Manager and HR business partner will develop business justification for the exception request. This justification is sent to the Director, Benefits Strategy for Eversource for final approval. This approval is then forwarded to the Eversource MSP Program Manager, who then emails AGS an authorization to bring the former employee on board;

Monitor hiring of any former Eversource full-time employee that has not retired as Contract Worker in accordance with the following Eversource requirements: In the event a Hiring Manager wishes to engage an Eversource former employee who has not retired from Eversource, they shall notify their HR business partner so that they can review the circumstances that gave rise to the former employee's departure. In addition, if a Supplier submits a former employee for an assignment, AGS shall alert Eversource HR for a review of the reason for the former employee's departure and suitability to return on assignment. Eversource HR will need to approve the Eversource former employee's eligibility to return prior to the individual being considered for an assignment. It is the responsibility of both the Hiring Manager and AGS to determine whether the Eversource former employee is qualified for the position; and

Monitor Tenure for each Long-Term Project Associate ("LPA") in accordance with Eversource requirements. LPA is a classification designated for Contract Workers who are needed for the critical success of a project. A Hiring Manager who would like to request a Contract Worker for this classification must get approval from the Hiring Manager's Vice President, and the Vice President of Human Resources. If the decision to grant approval is made by HR, HR will then forward the approved request to AGS. AGS will notify the Hiring Manager 6 months prior to the LPA's assignment end date as a reminder that the LPA will be ending so the Hiring Manager can plan accordingly. Once the LPA ends an assignment, a 90-day break is required before such Contract Worker can commence a new assignment.

## 5.8. Time and Expense Processing, Invoicing and Payment

AGS shall provide the following time and expense processing, invoicing and payment services via the System, in accordance with EDI 810 File specification as provided by Eversource to AGS:

**5.8.1.** Development and implementation of processes (as described in the Program Manual) to ensure timely capture of each Contract Worker's time and expense;

**5.8.2.** Development and implementation of processes (as described in the Program Manual) to ensure accurate and timely electronic routing of time and expense reports to the appropriate Hiring Manager(s) for approval;

**5.8.3.** Request that Staffing Suppliers submit corrections via the System within five (5) Business Days of the timesheet approval date; and

**5.8.4.** Utilize the System to aggregate all approved Staffing Supplier timecards, expenses and invoices into one Consolidated Invoice for presentation to Eversource by AGS.

**5.9. Reporting**

AGS shall provide to Eversource the standard reports described in Schedule 2 (Standard Report List) and such other reports (in such form, containing such information, and with such frequency) as mutually agreed upon by the Parties from time to time during the SOW Term.

**5.9.1.** Ad Hoc Reports - Eversource may request ad hoc reports. If a Hiring Manager requests an ad hoc report that cannot be generated via the System, AGS shall notify Eversource Account Manager of such request and any related costs, and Eversource Account Manager shall approve any such request and related costs or fees in advance and in writing.

**5.9.2.** Regulatory Reports - Upon request by governmental entities, Eversource will need to provide supporting documentation for all Contract Worker charges in support of regulatory proceedings. There could be several proceedings in each of Eversource service territories each year. This requested supporting documentation can be in the form of an Excel spreadsheet including, but not limited to, the following information: (i) accounting string (work order employee charged, company, etc.); (ii) Contract Worker name; (iii) time sheet dates/week ending dates; (iv) invoice line item type (payroll or expenses); (v) amount; (vi) billed hours; (vii) billing rates; (viii) time sheet approver; and (ix) invoice ID# (for purposes of reconciling with invoice # in Maximo).

**5.9.3.** AGS Program Office Personnel – AGS Personnel shall perform the MSP Services in a professional manner inclusive of (i) providing timely response to emails/requests from Hiring Managers and other Eversource representatives; (ii) providing timely accounting code entries/updates and effective oversight of tenure and extension requests; (iii) ensuring effective and timely response to Staffing Supplier inquiries; (iv) providing accurate and timely responsiveness to reporting inquiries; and (v) providing accurate and timely response to all regulatory data requests.

## 6. PROGRAM STAFFING

**6.1. Contact Information.** The Program Manager and the Eversource Account Manager shall be the primary points of contact with respect to this SOW. The Program Manager shall maintain regular contact with Eversource Account Manager and other such Eversource employees as Eversource may designate to AGS. AGS shall provide to Eversource the names and contact information for each AGS employee performing MSP Services during the SOW Term. AGS shall update the key points of contact list on an annual basis.

**6.2. Hours of Operation.** The Program Office assigned to Eversource shall be accessible during the Hours of Operation. During the Hours of Operation, AGS will acknowledge receipt of and work to resolve all Eversource issues with respect to the MSP Services under this SOW.

**6.3. AGS Personnel**

**6.3.1.** The Program Office personnel assigned to Eversource shall be subject to AGS' background screening requirements and qualified to provide the MSP Services and to support Eversource's requests for Contract Workers.

**6.3.2.** AGS shall provide Eversource with a staffing plan that includes the AGS Program Team assigned to perform the MSP Services. AGS will provide the appropriate number of Program team members to manage the Eversource account based on volume, assuming a minimum of five (5) such team members assuming annual spend levels of no less than $50,000,000, should volume drop below $50,000,000, the parties agree to review staffing plan to evaluate a potential reduction of the team size for which approval of reductions shall not be unreasonably withheld. Such team members shall not be removed or reassigned and/or replaced without prior written notice by Eversource, with the exception of instances of termination or resignation of the employee or promotional opportunities, maternity leave, or inability of the employee to work due to death, sickness or disability. If any such team member of AGS is not performing, AGS shall promptly replace such team member. AGS will provide written notice to Eversource if Program Team members may be transferred, replaced, removed. AGS Program Team members making any such transition shall provide for appropriate overlap in duties to ensure transfer of Program knowledge. Eversource and AGS will evaluate the service levels and performance of the AGS Program Team on a quarterly basis. If the performance of any team member is deemed by Eversource to be unsatisfactory, Eversource shall have the right to request that AGS replace such team member.

**6.3.3.** AGS, in its sole discretion, shall provide service teams as may be appropriate based upon volume of business and other requirements.

**6.3.4.** AGS agrees to provide adequate dedicated coverage for Eversource support. Eversource's expectation is there will be on-site coverage in accordance with its hybrid work model.

**6.3.5.** All Program Office personnel shall be trained in all pertinent aspects of the MSP Services and shall have a thorough understanding of Eversource's relevant standard operating procedures. With the exception of the Program Coordinator, Eversource's expectation is that Program Office personnel shall possess at least 2-3 years' experience in the MSP/Recruiting setting or equivalent experience or skills which possess the skills and knowledge to perform the Services within industry standards.

AGS Program Office must have a Program Manager at all times. If a Program Manager is unavailable for an extended period of time for any reason, AGS will provide ancillary support in the Program Manager's place. The ancillary support will bridge any gaps of service while Program Manager is not staffed while AGS replaces a like for like full time substitute (i.e. possess the same skills and have experience in the Program Manager role), be dedicated to the Eversource account team, and will be held to the same standards, actionable goals and expectations of an incumbent full-time resource. Eversource will participate in the selection of a long-term substitute.

**6.3.6.** AGS shall make reasonable efforts to ensure that Eversource does not experience a decrease in service levels during this interim period.

Unless the person is the Program Manager, Eversource can accept a temporary drop in headcount of at most one (1) AGS Program Office team member for a short period of time (with the goal of not to exceeding 30 days). It is Eversource's expectation that AGS will provide a substitute Program Office team member.

**6.3.7.** AGS Program Office personnel shall possess an appropriate understanding of and be skilled in using the System.

AGS Program Office personnel shall confirm receipt of notice, where necessary, of any material issue raised by any Staffing Supplier, Contract Worker, and/or Eversource associate to Eversource within 24 business hours. AGS will strive to resolve such issues

within 48 hours of receipt of such notice, and commit to resolution where practical, within 72 hours.

## 7. QUALITY MANAGEMENT

**7.1. Controls and Metrics.** AGS shall manage a formal process for continuous improvement of the performance of the MSP Services through AGS VOC surveys to both Hiring Managers and the Eversource Account Manager, metrics, problem identification, root cause analysis, and recommendations of problem resolutions, as such process is further described in the Program Manual. AGS shall require Staffing Suppliers to adhere to the Score card as defined within the Supplier manual at a minimum, meet the performance metrics for the Program and the Staffing Suppliers set forth in Schedule 4 and in the event of Staffing Supplier non-compliance, AGS shall performance manage and remediate as necessary.

**7.2. Business Reviews**

AGS shall conduct the following business reviews with Eversource:

**7.2.1.** Monthly Program Dashboard Review - The Program Manager shall conduct monthly operation reviews with the Eversource Account Manager, which reviews shall include, but shall not be limited to, the following topics: Program performance metrics; open approved Job Postings; requisition fulfillment rates; Contract Worker turnover; spending; Bill Rate management; communications; open issues; strategy for issue resolution, and corrective actions implemented during the month. In addition, AGS shall discuss with Eversource all issues that Eversource may have with respect to the MSP Services.

**7.2.2.** Quarterly Business Review - AGS shall conduct quarterly business reviews with the Eversource Account Manager and the senior Eversource leadership team, which quarterly business reviews shall include, but shall not be limited to, the following topics: strategic discussion about Program; customer satisfaction index/quality issues; market trends; Staffing Supplier performance with respect to each performance measure set forth in the Program Performance Scorecard; Schedule 4 (Performance Management and Metrics); MSP Services issues; progress against current Program initiatives; and corrective actions implemented during the previous quarter. In addition, AGS shall discuss with Eversource all issues that Eversource may have with respect to the MSP Services.

7.2.2.1. AGS shall document each Quarterly Business Review and provide such documentation to Eversource for Eversource to use as one measure of AGS' performance of the MSP Services. AGS shall coordinate the scheduling of Quarterly Business Review in advance with the appropriate Eversource representatives.

**7.2.3.** Staffing Supplier Summits - On an annual basis, AGS shall co-facilitate with Eversource Staffing Supplier summits to discuss Program and Staffing Supplier performance, Program initiatives, continuous improvement goals, Contract Worker opening forecasts and projections, Staffing Supplier feedback on Program improvements and other topics identified by AGS and t Eversource.

## 8. SYSTEM

AGS shall provide the following services with respect to the System.

**8.1. Technology Tool**

**8.1.1.** AGS shall manage operational aspects of the System in accordance with the terms of this SOW.

**8.1.2.** AGS shall validate that Eversource receives appropriate maintenance and data management of the System.

**8.1.3.** AGS shall solicit System improvement suggestions from Eversource to incorporate such suggestions into future System upgrades where practical AGS, upon notification from System Administrator, will notify Eversource in a timely fashion of any system modifications or upgrades.

**8.2. Administrative Management Services**

AGS shall facilitate certain administrative management services with respect to the System, including, but not limited to the following:

**8.2.1.** Testing support for any version upgrades to the System;

**8.2.2.** Update business rules and master data (i.e. the core set of data necessary for the use of the System by Eversource and AGS, such as sites, business units, cost centers, etc.), as may be reasonably required by Eversource; and

**8.2.3.** AGS shall provide notice to Eversource of any downtime when the System will not be available for use by Eversource users.

**8.3. Standard Commercial Application.** All MSP Services set forth in this SOW and the Agreement are subject to the functionality, capabilities and limitations of the System. Nothing contained herein shall create any obligation to customize or modify the System source code in any way.

## 9. ASSUMPTIONS

**9.1.** Eversource recognizes that it plays an integral role in the successful Implementation and ongoing operation of the Program and that successful performance by AGS of certain of the tasks and services set forth in this SOW and the Agreement are dependent upon Eversource's and its representatives' cooperation and efforts. To that end, Eversource agrees to (i) use reasonable efforts to support AGS, including making its personnel available to AGS and responding to reasonable AGS requests for information and decisions in a timely manner, (ii) obtaining consent from third parties necessary for AGS to provide the MSP Services, (iii) providing a workplace that complies with applicable statutes, regulations, and ordinances, including but not limited to OSHA and the ADA, and (iv) providing safety training and information (including regarding potential exposure to hazardous substances), instruction and supervision in an attended environment with appropriate internal safeguards.

**9.2.** The Eversource Account Manager shall have the responsibility and authority to make decisions and provide direction to AGS related to the MSP Services hereunder. Additional responsibilities shall include:

**9.2.1.** Administering Eversource's role within the Program governance process;

**9.2.2.** Attending, or designating an appropriate representative to attend, all status meetings;

**9.2.3.** Obtaining and providing all necessary information, data, decisions and written approvals as requested by AGS in a timely fashion;

**9.2.4.** Ensuring Eversource properly completes all tasks and deliverables assigned to it in the Implementation Plan in a timely fashion;

**9.2.5.** Resolving any deviations from the Implementation Plan caused by Eversource;

**9.2.6.** Escalating any issues and resolving problems within Eversource organization as required; and

**9.2.7.** Scheduling and making available any Eversource stakeholders and subject matter experts to AGS as may be reasonably necessary.

**9.3.** Reserved.

**9.4.** Eversource will announce the Program to Eversource's impacted employees and suppliers in accordance with a communication plan agreed to by the Parties.

**9.5.** Eversource shall be responsible for posting general information related to AGS' fulfillment of requests for Contract Workers, and the process to requisition a Contract Worker, on its Intranet website.

**9.6.** AGS has used information provided by Eversource and AGS' industry knowledge in preparing this SOW, related pricing and its support plan. Should such information or assumptions prove to be inaccurate, revisions to this SOW, related pricing and/or support plan may be necessary with such revisions to be mutually agreed to by the Parties.

**9.7.** Eversource acknowledges and agrees that AGS will access and process any data (including personal data) provided to AGS directly or via a third-party service provider or SaaS solution, such as the System (the "**Eversource Data**") to perform the MSP Services. AGS may receive Eversource Data in the course of delivering the MSP Services and AGS is not responsible for the accuracy, completeness or currency of the Eversource Data. Eversource represents and warrants that it has the granted AGS appropriate rights to allow AGS to use the System to capture and store Eversource Data for the purposes contemplated by this SOW.

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IN WITNESS WHEREOF, AGS and Eversource each have caused this SOW to be signed and delivered by its duly authorized representative.

**ALLEGIS GLOBAL SOLUTIONS, INC.**

Eric Knorr

Signature

Name: Eric Knorr

Title: Director, Finance

Date: 10/04/2023

**EVERSOURCE ENERGY SERVICE COMPANY**

[redacted]

Signature

Name: [redacted]

Title: **Vice President, Supply Chain, Real Estate and Materials**

Date: 10/06/2023

**Schedule 1 to Statement of Work**

**Implementation Plan**

## 1. Implementation Team Roles and Responsibilities

| PROJECT TITLE | PROJECT RESPONSIBILITY |
|---|---|
| Implementation Project Manager<br>AGS | • Arranges and conducts Program kick-off meetings and needs assessment sessions<br>• Manages day to day details of Implementation<br>• Point of contact for Eversource Implementation Project Manager<br>• Creates and maintains the project plan<br>• Conducts weekly Implementation project status reviews<br>• Prepares and distributes weekly Implementation project status reports and action item lists<br>• Conducts bi-weekly governance calls with Eversource Account Manager and senior Eversource leadership team<br>• Escalates Implementation issues for rapid resolution<br>• Identifies project risk areas and suggests mitigation plans<br>• Arranges development of Program and technology training materials<br>• Coordinates training resources with AGS |
| Implementation Consultant<br>AGS | • Responsible for all business analysis documentation<br>• Develops all current state and future state workflows<br>• Compiles the process catalogue<br>• Develops the process validation documentation<br>• Assists with the development of the Program Manual<br>• Develops User Acceptance Testing (UAT) scripts<br>• Participates in weekly Implementation project status reviews |
| Solutions Architect<br>AGS | • Oversees all System development activity to configure the System to meet Eversource requirements<br>• Oversees all System integration to Eversource legacy systems<br>• Coordinates UAT with Eversource, AGS and the Implementation Consultant<br>• Participates in weekly Implementation project status reviews |
| Supply Chain Manager<br>AGS | • Identifies, qualifies, and contracts an adequate pool of Staffing Suppliers to assure successful fulfillment of Program objectives<br>• Assures that contracts are negotiated with Staffing Suppliers and that proper vetting takes place (i.e., insurance certificates, articles of incorporation, service agreements, etc)<br>• Communicates with Staffing Suppliers and resolves issues during the Implementation phase<br>• Participates in weekly Implementation project status reviews |
| Implementation Director<br>AGS | • Responsible for successful Implementation of all Programs<br>• Escalation point of contact Eversource executive sponsor<br>• Manages executive communications among Eversource and AGS<br>• Manages Program risk and issue resolution as required<br>• Participates in weekly Implementation project status reviews |

## 2. Summary of Eversource Implementation Schedule

The project plan will be mutually agreed upon in writing by the Parties within forty-five (45) days of the SOW Effective Date and it will be incorporated herein by reference.

**Schedule 1(a) to Statement of Work**

**RACSI**

*The parties acknowledge this Schedule 1(a) is a draft schedule and the parties will further refine and mutually agree on finalized process during the Implementation.

| **Project Roles & Responsibilities by Company** | | | | | |
|---|---|---|---|---|---|
| **R = Responsible: Team member contributions and efforts result in a tangible deliverable or completed task. Those who do the work** | | | | | |
| **A = Accountable: team member whose approval of the work is required before the task or activity is considered complete** | | | | | |
| **S = Support: Team member whose role is a subset of the responsible member. Helps complete the task** | | | | | |
| **C = Consult: Team member who plays an indirect or advisory role and who contributes special knowledge or expertise** | | | | | |
| **I = Informed: Team member who should be kept in the loop even though they have not direct or indirect role in the activity** | | | | | |
| | | | | | |
| **Workstream and Owner** | **Phase** | **Task/Deliverable** | **QWA** | **Eversource** | **AGS** |
| | **Initiate** | **High Level Timeline** | **S** | **A/C** | **R** |
| | **Initiate** | **Review and Confirm Cross-Company RASCI** | **C** | **A** | **R** |
| | **Initiate** | **Project Scope Document** | **S** | **A/C** | **R** |
| | **Plan** | **Prepare and Conduct Kickoff Meeting** | **S** | **C** | **R** |
| | **Plan** | **Create and Maintain Detailed Project Schedule** | **A/S** | **A/C** | **R** |
| | **Plan** | **Introduce and Maintain Project Management Tools (Issues , Risks, Contacts)** | **S** | **C** | **R** |
| | **Plan** | **Schedule Requirements Gathering Meetings** | **S** | **C** | **R** |
| | **Plan** | **Establish the Governance Model** | **C** | **R** | **S** |
| | **Plan** | **Compile Status Reports** | **C** | **S** | **R** |
| | **Plan** | **Conduct Regular Status Meeting** | **C** | **S** | **R** |
| | **Plan** | **Escalation Management** | **S** | **S** | **R** |
| | **Plan** | **Steering Committee/Project Governance Meetings** | **S** | **R** | **S** |
| | **Validate** | **Create Test Plan for SV** | **C** | **S** | **R** |
| | **Validate** | **Create Test Scripts for SV** | **C** | **S** | **R** |
| | **Validate** | **Test Acceptance** | **C** | **R** | **R** |
| | **Validate** | **Validate Receipt of Required Contracts Prior to Prod Config Activities** | **A** | **S** | **R** |
| | **Validate** | **Confirm Launch Date** | **C** | **A** | **R** |
| | **Close** | **Conduct Post-Project Review/Feedback Session** | **S** | **R** | **R** |
| **Business Process and Configuration [Owner]** | **All** | **Perform as SME In SAP Fieldglass Functionality** | **R** | **I** | **S** |
| | **Plan** | **Conduct Initial Analysis Meetings** | **S** | **C** | **R** |
| | **Initial Analysis** | **Foundational Data Requirements (if applicable)** | **C** | **S** | **R** |
| | **Initial Analysis** | **Approval Group Requirements (if applicable)** | **C** | **S** | **R** |
| | **Initial Analysis** | **Currency and Invoicing Requirements (if applicable)** | **C** | **S** | **R** |
| | **Initial Analysis** | **Distribution List Requirements (if applicable)** | **C** | **S** | **R** |
| | **Initial Analysis** | **Rate Requirements (if applicable)** | **C** | **S** | **R** |
| | **Initial Analysis** | **Job Posting Template Requirements (if applicable)** | **C** | **S** | **R** |

| | | | | | |
|---|---|---|---|---|---|
| | Initial Analysis | Compliance Requirements (if applicable) | C | S | R |
| | Plan | Document Initial Analysis Findings (Project Goals and Objectives, Meeting Minutes, Key Business Decisions) | S | A | R |
| | Solution Design | Assist with SAP Fieldglass Configuration Questions | R | n/a | S |
| | Solution Design | Introduce Configuration Workbook | R | C | S |
| | Solution Design | Update Global Workflow Diagrams (if needed) | S | A/C | R |
| | Solution Design | Update Configuration Requirement Document | R | A/C | S |
| | Solution Design | Update Configuration Workbook | R | A/C | S |
| | Solution Design | Deliver Data to Support Solution Validation | C | S | R |
| | Solution Design | Review Sample Design Workflow (if needed for sign off) | R | A/C | S |
| | Solution Design | Approve Config Requirement Documentation/Business Requirements Document | R | R | R |
| | Solution Design | Approve Proposed Solution Validation Approach | R | R | R |
| | Solution Design | Create Solution Validation (SV) Environment | R | C | C |
| | Solution Design | Configure SV per Approved Configuration Workbook and Requirements Document | R | A/C | S |
| | Solution Design | Create Test Plan for SV | C | A/S | R |
| | Validate | Finalize Configuration Requirement Document | R | A/C | S |
| | Validate | Update and Finalize Customer History Document (Internal to FG) | R | n/a | n/a |
| | Validate | Update And Finalize Config Workbook | R | A/C | S |
| | Validate | Submit Production Setup Request (if applicable) | A | I | R |
| | Validate | Complete SV Testing | S | R | R |
| | Deploy | Configure Production Environment | R | C | C |
| | Deploy | Go Live Checklist validation | S | A/R | R |
| | Deploy | Upload Final Workbook and Requirements Document to Project Site | R | n/a | S |
| Invoice [Owner] | Req'ts & Design | Confirm how Program Fee and SAP Fieldglass Transaction Fee will be Invoiced | S | A | R |
| | Validate | Approve Invoice Process Tests | C | A/R | R |
| | Initiate | Request the AGS Connector be set up in Test Environment | C | I | R |
| | Deploy | Configure and post the required AGS Connector for validation | R | I | A/C |
| | Initiate | Request the AGS Connector be set up in Prod Environment | C | I | R |
| | Deploy | Configure and post the required AGS Connector for validation and insure it is scheduled | R | I | A/C |
| | Validate | Validate Receipt Of All Required Agreements Prior To Production Config Activities | A | S | R |
| | Close | Support/Monitor Production Invoicing - Required support until first successful Invoice. Success equates to successful upload of the data into client receiving system without unexpected errors or missing data | C | S | R |

| | | | | | |
|---|---|---|---|---|---|
| Data Collection [Owner] | Plan | Confirm Key Delivery Dates for Test and Production Datasets | S | A | R |
| | Req'ts & Design | Provide Data to support Solution Validation | C | S | R |
| | Req'ts & Design | Compile Solution Validation Data into data collection workbooks and complete business validation of the data | S | A/C | R |
| | Req'ts & Design | Prepare and Execute Uploads for Solution Validation Datasets | S | A | R |
| | Req'ts & Design | Test Worker Data Collection Process | C | S | R |
| | Req'ts & Design | Compile Worker Data into worker data collection workbook and complete business validation of the data | S | C | R |
| | Req'ts & Design | Test-load Worker Dataset to Identify and Correct Errors | S | C | R |
| | Validate | Document Error Handling Procedures of all datasets | S | R | R |
| | Validate | Provide Approved Production Data | C | A/S | R |
| | Deploy | Compile Production Data into data collection workbooks and complete business validation of the data | S | A/C | R |
| | Deploy | Prepare and Execute Uploads for Production Datasets | S | A/C | R |
| | Deploy | Provide Approved Production Worker Data | C | R | S |
| | Deploy | Compile Worker Data into worker data collection workbook and complete business validation of the data | S | A/C | R |
| | Deploy | Prepare and Execute Uploads for Production Worker Datasets | S | A | R |
| | Deploy | Upload Final Dataset Files and Data Upload Files to Project Site | R | n/a | n/a |
| Integration [Owner] | All | Provide SME Support For Standard SAP Fieldglass Integration Options and Functionality | R | I | S |
| | Plan | Conduct Initial Integration Analysis Sessions | R | C | S |
| | Plan | Integration Scope Document | R | A/C | S |
| | Req'ts & Design | Conduct Detailed Integration Requirements Sessions | R | C | S |
| | Req'ts & Design | Create Integration Requirement Document(s) | R | C | S |
| | Req'ts & Design | Conduct File Transfer Test (when in scope) | R | A/S | I |
| | Req'ts & Design | Create Test Plan for Integration | S | A/R | C |
| | Req'ts & Design | Create Test Scripts for Integration | S | A/R | C |
| | Req'ts & Design | Copy SV Environment for Integration Testing (when in scope) | R | I | C |
| | Req'ts & Design | Configure and Stage Data In Integration Environment | S | C | R |
| | Validate | Conduct System Integration Testing | S | A/R | C |
| | Validate | Update/Finalize Integration Requirements Document | R | A/C | S |
| | Validate | Document Error Handling Process for Integrations | S | R | R |
| | Deploy | Configure Integrations in Production Environment (incl. Subscriptions) | R | S | C |
| | Deploy | Audit Integrations and Data | R | A/R | C |
| Reporting IO | Plan | Conduct Initial Report Requirements Assessment | S | C | R |

| | | | | | |
|---|---|---|---|---|---|
| | Req'ts & Design | Conduct Report Analysis Meeting | S | C | R |
| | Req'ts & Design | Create Report Analysis Form | S | A/C | R |
| | Req'ts & Design | Create Report Requirements for Custom Reports | S | A/C | R |
| | Req'ts & Design | Build Critical Custom Reports in SV Environment | S | C | R |
| | Validate | Test Custom Reports in SV | S | A/R | R |
| | Validate | Update Report Requirements Workbook | S | A/C | R |
| | Deploy | Configure Custom Reports in Production | S | C | R |
| | Close | Transition Report Requirement Workbook to Account Services | S | C | R |
| Program Office [Owner] | Req'ts & Design | Identify and Onboard Program Office Team | I | S | R |
| | Req'ts & Design | Develop Program Policies | C | S | R |
| | Req'ts & Design | Create PMO Reference Guide and Program Manual | C | S | R |
| | Req'ts & Design | Conduct SAP Fieldglass Admin Training for the PMO Team | C | C | R |
| Supplier Management [Owner] | Plan | Determine Supply Base Strategy | I | S | R |
| | Plan | Discuss the Supplier EUA process with Supplier WS lead;<br>Provide the EUA contract if necessary | R | n/a | I |
| | Req'ts & Design | Develop Supplier Program and Engage Suppliers (execute contracts or updates) | I | S | R |
| | Req'ts & Design | Review SAP Fieldglass Supplier Invitation Process | S | I | R |
| | Validate | Provide Supplier Training Material Templates | S | C | R |
| | Validate | Provide Worker Reference Templates | S | C | R |
| | Validate | Update Supplier Training Materials | S | S | R |
| | Validate | Send Supplier Training Invites | I | S | R |
| | Deploy | Invite Suppliers in SAP Fieldglass | C | A | R |
| | Deploy | Complete Supplier Setup in SAP Fieldglass | R | A | S |
| | Deploy | Coordinate Standard or Conduct Custom Supplier Training | C | A/S | R |
| | Deploy | Educate Incumbent Workers | S | S | A |
| Comm [Owner] | Plan | Develop the Change Mgmt/Communication Plan | C | A | R |
| | Deploy | Approve Communications/Change Mgmt Plan & Schedule | C | A | R |
| | Req'ts & Design | Prepare Individual Communications | I | A/R | R |
| | Req'ts & Design | Execute Communication/Change Mgmt Plan | I | A/R | R |
| | Deploy | Communicate Launch Date | A | S | R |
| | Deploy | Communicate Launch Date And Provide Transition Documents To Fieldglass App Support Teams | R | I | A |
| Training [Owner] | Req'ts & Design | Create Training Plan (includes logistics) | C | A | R |
| | Req'ts & Design | Create Training Schedule | C | A | R |
| | Req'ts & Design | Approve Training Plan & Schedule | C | A | R |

| | | | | | |
|---|---|---|---|---|---|
| | **Validate** | **Provide Buyer Training Material Templates** | **S** | **C** | **R** |
| | **Validate** | **Secure Virtual Teams Site** | **I** | **R** | **S** |
| | **Validate** | **Develop Training Materials** | **C** | **A/S** | **R** |
| | **Validate** | **Send and Track Training Invites** | **I** | **S** | **R** |
| | **Deploy** | **Conduct Manager/User Training** | ***C*** | **A** | **R** |

| Abbreviation | Definition |
|---|---|
| ARB | Architecture Review Board |
| ES | Eversource |
| PAT | Project Architect Team |
| PAF | Project Authorization Form |
| FWO | Field Work Order |
| SOW | Statement of Work |
| SIT | System Integration Testing |
| UAT | User Acceptance Testing |
| TTOS | Transition to Operations Support |
| PSSO | Project Security Sign off |
| SSO | Single Sign On |
| PCR | Project Change Request |
| OCM | Organizational Change Management |
| SV | Solution Validation Environment |
| TLS | Allegis to add |

AGS and Eversource agree that AGS remains fully responsible for the obligations, services, and functions performed by its subcontractors (including QWA) to the same extent as if such obligations, services, and functions were performed by AGS's employees, and for purposes of the SOW and this RASCI, such work will be deemed work performed by AGS.

**Schedule 2 to Statement of Work**

**Standard Report List**

## Self-Service Reports

| Report Name | Report Description |
|---|---|
| Assignment Status | Details the assignments that have been filled through the Program. Data from this report can be used to generate many different views of the assignments depending on business needs. |
| Assignment Amendments | Details changes to each assignment. These changes include end dates, budgets, and administrative updates. Includes timestamps and reasons for changes. |
| Assignments Pending Approval | Details assignments which are currently in a pending approval status. Report will detail the aging of the approval and who it is waiting on. |
| Timecard Status | Details the status of all timecards in the system for a period of time. This base report allows us to identify overall status, missing timecards and show the aging of timecards. |
| Starts | Details the assignments that have been initiated for a period of time. Data from this report can be used to generate many different views of the start activity depending on business needs. Failure to start incidents are excluded from this report. |
| Finishes | Details the assignments that have been terminated for a period of time. Data from this report can be used to generate many different views of the start activity depending on business needs. |
| Spend | Details Program spend by period. Data from this report can be used to generate many different views of cost depending on business need. |
| Expenses | Details expenses flowed through the Program by period. Data from this report can be used to generate many different views of cost depending on business need. |

## Operational Reports:

| Report Name | Report Description |
|---|---|
| Assignment Status: Pending Finishes | Details active assignments that have upcoming termination dates. Allows the Program Office to efficiently manage either extension or off boarding activities depending on business need. |

| | |
|---|---|
| Assignment Status: Open Past End Date | Details assignments that remain active in the system after their end date has past. These assignments must be closed by the Program Office. |
| Timecard Status: Missing Timecards | Details the timecards created in the system that either have not been submitted by a worker on an open assignment. The Program Office will use these to ensure timely submittal of timesheets. |
| Request Status | Details the requests that have been initiated through the Program. Data from this report can be used to generate many different views of the request depending on business needs (requisition status, Hiring Manager, total submittals, Staffing Supplier distribution list location, 1st response cycle time, response rate) |
| Request Status: Request Aging | Details the open requests and allows the Program Office to view the amount of time each request has been open, and the corresponding activity level. |

## Eversource Reporting Requirements (for Allegis team) (in addition to reports already identified (this listing may not be all inclusive):

| Report Name | Report Description | Frequency |
|---|---|---|
| Monthly Tenure Report with Spend (Includes Headcount) | Used to meet tenure reporting audit requirements/needs to include LPA/CIP/SS/Prev Employee categories | Monthly |
| Cost Savings (Currently over Max Bill Rate) | Mentioned in Allegis report listing already | Monthly, Quarterly |
| Diversity Spend | To meet supplier diversity metrics | Quarterly |
| Monthly Dashboard | Report 1- "Monthly Headcount Report V2"<br>Report 2- "Monthly Spend"<br>Report 3- "System Users w/ email address"<br>Report 4- "Supervisory Org Hierarchy Chart" | Monthly |
| Conversion Fee Report | For all direct hire placements to include new hire name/supplier/amount | Quarterly |
| Finance Spend Invoice Report | Customized Report with Tenure, billable hours and spend | Monthly |
| Monthly HC Report | Monthly HC Report | Monthly |
| Engineering/Transmission Spend Invoice Report | Customized Report with Tenure, billable hours and spend | Monthly |
| Spend Reporting by Type (Expenses/Regular Time/Overtime) | | Monthly |
| Expense Reporting by Category | | Monthly |
| OSHA Timesheet Detail Report | | Weekly |
| UVL(Unvouchered Liability) Time and Expense Accrual Reporting | | Monthly/As Needed |
| Pending Approval Items | | Daily |

| | | |
|---|---|---|
| Timesheet Audit Reporting | (already mentioned in Allegis listing) | As needed |
| Rate Increase Request Report | | As needed |
| Invoice Report | See invoice section of SOW for requirements | Weekly |
| Workers over Max Bill Rate Reporting | | Monthly |
| Gas Sales Commission Plan Reporting | To provide payments to Gas Sales workers as needed | Monthly |
| Regulatory Reporting as needed | See regulatory reporting section | |
| Intern Program tracking/reporting | Status of intern onboarding/To include additional information - school, major, year of graduation | Weekly during intern season |
| Contractor conversion reporting | To track contractors converted to regular FTEs/name/department/business unit | Quarterly |
| Direct Hire Supplier Listing with Fee Structure | For TA to have current list of direct hire suppliers with negotiated fee for placement | Monthly |
| Spend by Supplier | | As needed |
| Hiring Manager Survey Feedback / Comments Reporting | To coincide with agreed upon survey tool/method | Monthly |
| Time to Fill/Time in Stage Reporting to align with metrics/SLAs | To coincide with SLA/KPIs agreed to | As needed |
| Onboarding/Offboarding Status (Background check status) | | |
| Rate Card Reporting with market ranges/rates | Listing of all job titles with appropriate ranges/market data | As needed |

Data for reporting will be reviewed during implementation.

## Program Performance Deliverables:

| Report Name | Report Description | Frequency |
|---|---|---|
| Service Level Agreement (SLA) Workbook (if applicable) | Report utilized to monitor Program performance against established SLA's. | Quarterly |
| Performance Dashboard | Series of dashboards which monitor Program activity and performance by metric category. | Monthly |
| Staffing Supplier Scorecards | Comprehensive Staffing Supplier scorecards which allow the Program to measure Staffing Supplier performance against key measures using multiple dimensions, including geography, labor category, and request distribution type. | Quarterly |

## Additional Reporting:

| Report Name | Report Description |
|---|---|
| Request Response: Submittal Activity | Details the submittal activity for requests that are entered for a period of time. |
| Request Response: Shortlisting Activity | Details the short listing activity for requests that are entered for a period of time. Shortlisting is not a part of every Program. |
| Request Response: Interview Activity | Details the interview listing activity for requests that are entered for a period of time. |
| Failure to Start | Details the requests that had accepted candidates through the Program but have experienced a "No Show". Data from this report can be used to generate many different views of the assignments depending on business needs. |
| First Time Quality | Details instances of first time quality failure. Data from this report can be used to generate many different views of the start activity depending on business needs. |
| First Response Time | Measures the response time of the supply base to an open request. Data from this report can be used to generate many different views of the submittal process depending on business needs. |
| Start Cycle Time | Measures the "life cycle" of the request, from request creation to Candidate start date. Data from this report can be used to generate many different views of the request process depending on business needs. |
| Bill Rate Management (if applicable) | Calculates the cost savings/avoidance as determined by comparing maximum Bill Rates to actual Bill Rates. Data from this report can be used to generate many different views of cost depending on business needs. |
| Cost Savings (if applicable) | Tracking of Program initiatives that result in cost savings for the Program. |
| System Users | Details all users with access to system. Data from this report can be used to generate many different views for audit/risk assessment purposes. |

## SCHEDULE 3 TO STATEMENT OF WORK

## FEES; INVOICING; PAYMENT

**1.** ***General.*** AGS has agreed as part of the MSP Services to act as Eversource's Purchasing Agent to engage Staffing Suppliers and to consolidate the amounts these Staffing Suppliers charge into one periodic Consolidated Invoice. For convenience of the Parties, AGS will include the MSP Fees billed by AGS with respect to MSP Services on one Consolidated Invoice that includes both the Staffing Services provided by the Staffing Suppliers (broken out by Staffing Supplier), the System Administrator Services and the MSP Services provided by AGS. Upon receipt of payment from Eversource with respect to a Consolidated Invoice, AGS will retain the portion of the payment that relates to its MSP Services and then will forward to (i) the Staffing Suppliers the amounts it receives from Eversource with respect to their Staffing Services and (ii) the System Administrator the portion of the payment that relates to the System Administrator Services.

Eversource acknowledges that the total amount payable by Eversource under any Consolidated Invoice will be based upon the Bill Rates included in the various Work Orders issued in accordance with this SOW and that these Bill Rates are inclusive of the fees for the Staffing Services provided by the Staffing Suppliers, the System Administrator Services and the MSP Services provided by AGS. In particular, with respect to each Bill Rate, the Staffing Services Fee Percentage of the Bill Rate represents the portion of the Bill Rate that relates to the Staffing Services provided by the Staffing Supplier, the System Administrator Fee Percentage of the Bill Rate represents the portion of the Bill Rate that relates to the System Administrator Services and the MSP Fee Percentage of the Bill Rate represents the portion of the Bill Rate that relates to the MSP Services provided by AGS. Eversource further acknowledges that the Bill Rates do not include Transaction Taxes and that Eversource is responsible for all Transaction Taxes (whether or not included in a Consolidated Invoice as noted below) relating to the MSP Services provided by AGS, System Administrator Services provided by AGS and the Staffing Services provided by the Staffing Suppliers.

2. ***Invoicing***. AGS will issue to Eversource Consolidated Invoices in arrears on a weekly basis. AGS and Eversource will collaborate during Implementation to determine the specific detail that will be included on each such Consolidated Invoice.

Proper Consolidated Invoices are payable by Eversource via electronic transfer within thirty (30) days of receipt. If Eversource reasonably disputes any portion of a Consolidated Invoice, it may withhold payment of such disputed portion until reasonably satisfied with the validity and accuracy of such disputed portion. Eversource will pay the undisputed portion of any disputed Consolidated Invoice as if the undisputed portion were a separate Consolidated Invoice and provide sufficient remittance detail so as to allow AGS to clearly distinguish the items being paid from the items being disputed.

3. ***Disbursement of Gross Payment Amount by AGS***. Upon receipt from Eversource, AGS will deposit the Gross Payment Amount into a designated account (the "**Staffing Supplier Payment Account**"). After paying the MSP Fee (and any related Transaction Taxes attributable to the MSP Services and System Administrator Services), which payment is hereby authorized by Eversource, AGS will hold the remaining net amount ("**Staffing Supplier Amount**") in the Staffing Supplier Payment Account for the purpose of paying the Staffing Suppliers who provided the Contract Workers. AGS will then, within an average of five (5) Business Days of receipt from Eversource, disburse to each Staffing Supplier the respective portion of the Staffing Supplier Amount that is then due in connection with the Staffing Services provided by such Staffing Supplier. Any interest income earned shall be for the account of AGS and may be paid to, or withdrawn by, AGS from time to time. AGS will not be obligated to make any payment to any Staffing Supplier unless and until Eversource has made payment to AGS for the corresponding Staffing Services in accordance with Section 2 above.

4. ***Calculation of MSP Fee; Annual Spend.*** The MSP Fee is intended to be a percentage of the Annual Spend. This percentage (referred to as the "**MSP Fee Percentage**") is stated in Section 5 below. "**Annual Spend**" means the Gross Payment Amount less Reimbursable Contractor Expenses less Transaction Taxes less any Pre-Approved MSP Services Expenses in the 12-month period beginning on the Go Live Date, and in each subsequent 12-month period thereafter (each an "**Annual Period**").

5. ***Fee Percentages; Rebates.*** The Staffing Supplier Fee Percentage, MSP Fee Percentage and MSP Fee Percentage rebate are set forth in the table below. Eversource shall be eligible to receive an annual MSP Fee Percentage rebate that will be calculated based on the Annual Spend in accordance with the table below. AGS shall remit payment to Eversource for the applicable MSP Fee Percentage rebate within sixty (60) days of the end of each Annual Period.

**Standard Pricing:**

6.

| If Annual Spend | | Then the Staffing Supplier Fee Percentage shall be: | Then the MSP Fee Percentage shall be: | Then the System Administrator Fee Percentage shall be: | Then the MSP Fee Percentage rebate shall be: |
|---|---|---|---|---|---|
| **is at least:** | **but less than:** | | | | |
| [redacted] | | | | | |

***Annualized Spend below Threshold.*** If, within the SOW Term, Annual Spend for an Annual Period falls below $35,000,000 ("**Minimum Annual Spend**"), AGS shall charge Eversource the difference between the MSP Fees collected during the Annual Period and the Minimum MSP Fee ("**Additional MSP Fees**"). "**Minimum MSP Fee**" means Minimum Annual Spend multiplied by MSP Fee Percentage.

For example and for illustrative purposes only, if the Annual Spend during an Annual Period is $30,000,000, the Eversource will owe AGS $107,500 calculated as follows $752,500– (30,000,000 X 2.15%) = $107,500.

AGS shall invoice Eversource the Additional MSP Fees within sixty (60) days of the end of each Annual Period and Eversource shall pay AGS in accordance with the payment terms in Section 2 (Invoicing) above.

7. ***Reimbursable MSP Services Expenses***. Except as expressly stated otherwise in this SOW, AGS will be entitled to reimbursement from Eversource for reasonable and documented travel expenses required and actually incurred in connection with providing MSP Services under this SOW, provided that AGS has: (a) obtained Eversource's prior written consent; (b) detailed such expenses on a form acceptable to Eversource and approved such expenses as being in accordance with Eversource's expense policies; and (c) submitted reasonable supporting documentation ("**Pre-Approved MSP Services Expenses**"). AGS will separately invoice Eversource for such Pre-Approved MSP Services Expenses, plus any applicable Transaction Taxes.

8. ***Conversion Fees*** – A Conversion Fee, determined in accordance with the following Table, is payable by Eversource if Eversource hires or engages a Contract Worker:

| | Fee | Fee | Fee | Fee |
|---|---|---|---|---|
| | 1-30 Days of Service (Based on annual starting base salary) | 31-60 Days of Service (Based on annual starting base salary) | 61-90 Days of Service (Based on annual starting base salary) | 91+ Days of Service (Based on annual starting base salary) |
| Professional (IT, Accounting, Finance, Engineering) | 15% | 10% | 5% | 0% |
| Administrative, Clerical | 20% | 15% | 10% | 0% |

For purposes of this Section 8, Days of Service will mean the sum of all days billed to Eversource for a given Contract Worker under a particular Staffing Supplier over the preceding 365-day period, irrespective of whether such days were consecutive or not, or whether there were breaks in service or multiple Work Orders supported over such period of time.

If, within 30 days of conversion, such hired Contract Worker should be terminated for performance reasons or voluntarily resign from the position, Eversource may request and receive a replacement at no additional cost (terminations due to position elimination or economic downsizing do not qualify for the placement guarantee). Invoices for Conversion Fees will be processed by AGS as a miscellaneous expense.

9. ***Taxes*** – Bill Rates do not include any applicable Transaction Taxes. Eversource is responsible for all Transaction Taxes and shall pay or reimburse AGS for Transaction Taxes as a result of, relating to, or in connection with this SOW (including with respect to

Transaction Taxes required to be forwarded by AGS to Staffing Suppliers in connection with their provision of Staffing Services in connection with their provision of AGS Services). If Eversource provides AGS with a tax exemption certificate in accordance with local laws: (a) covering the MSP Services provided by AGS, AGS will not collect Transaction Taxes if the tax exemption certificate is valid; and (b) covering Staffing Services provided by a Staffing Supplier, AGS will forward the tax exemption certificate to such Staffing Supplier for Staffing Supplier to determine whether Transaction Tax applies or not; and (c) covering System Administrator Services provided by AGS, AGS will determine whether Transaction Tax applies or not. Eversource and AGS acknowledge that in engaging the Staffing Suppliers to provide the Staffing Services AGS has acted as Eversource's Purchasing Agent and has purchased such Staffing Services for the sole benefit of Eversource and not for the benefit of AGS and that, accordingly, the Staffing Suppliers are the providers or "dealers" with respect to such Staffing Services, not AGS. AGS will include a requirement in each Staffing Supplier Agreement that such Staffing Supplier correctly calculate any Transaction Taxes required to be collected by such Staffing Supplier on the Staffing Services it provides. Eversource acknowledges that each Staffing Supplier is responsible to calculate correctly any Transaction Taxes required to be collected by the Staffing Supplier on the Staffing Services. AGS will remit the portion of the Gross Payment Amount that constitutes Transaction Taxes on Staffing Services to the appropriate Staffing Suppliers. Eversource acknowledges that it is responsible to calculate correctly any Transaction Taxes required to be collected by AGS on the System Administrator Services. AGS will remit the portion of the System Administrator Fee that constitutes Transaction Taxes on System Administrator Services.

Eversource agrees to reasonably cooperate with AGS in the audit and minimization of Transaction Taxes in connection with this SOW and shall make available to AGS, and any governing authority, all information, records, or documents relating to any audits or assessments attributable to or resulting from this SOW, and the filing of any tax returns or consenting to any Transaction Taxes.

Eversource acknowledges that, if the law requires AGS to withhold tax from a payment to a Staffing Supplier, AGS may (a) withhold the applicable amount from such payment when making disbursements out of the Staffing Supplier Payment Account, and (b) pay such withheld amount to the appropriate taxing authority in accordance with local laws (rather than directly to the Staffing Supplier). If it is later determined that AGS should have withheld and/or paid additional tax but did not withhold and pay such tax, then Eversource will pay AGS the applicable tax and shall indemnify and hold AGS harmless from the tax, and any penalties, interest, fines or costs thereof.

10. **Definitions.** The following defined terms are used in this Schedule 3.

**"Gross Payment Amount"** means the total amount of the MSP Fees payable to AGS for MSP Services, the total Staffing Services Fees (including Conversion Fees, if any) payable to each Staffing Supplier, the total System Administrator Fees payable to System Administrator, Reimbursable Contractor Expenses, Transaction Taxes and Pre-Approved MSP Services Expenses.

"**MSP Fee**" means the fee charged by AGS to Eversource for MSP Services, which fee is described in more detail in this Schedule 3 and will be broken out separately on each Consolidated Invoice.

"**Reimbursable Contractor Expenses**" means the expenses, if any, incurred with respect to each such Contract Workers that have been approved for reimbursement by Eversource pursuant to Eversource's Reimbursable Expense Policy, which may be updated from time to time.

"**Staffing Services Fee**" means the fee charged by a Staffing Supplier to Eversource for Staffing Services, which fee is described in more detail in this Schedule 3 and will be broken out separately on each Consolidated Invoice.

"**Staffing Services Fee Percentage**" means 100% of the Annual Spend minus the Staffing Supplier Fee Percentage.

**"Staffing Supplier Fee Percentage"** means System Administrator Fee Percentage plus the MSP Fee Percentage plus the MSP Fee Percentage rebate (if applicable).

**"System Administrator Fee"** means the fee charged by System Administrator to Eversource for System Administrator Services, which fee is described in more detail in this Schedule 3 and will be broken out separately on each Consolidated Invoice.

**"System Administrator Fee Percentage"** means the percent of the Annual Spend as set forth in the table in Section 5.

**SCHEDULE 4 TO STATEMENT OF WORK**

**PERFORMANCE MANAGEMENT AND METRICS**

The Parties agree to the following performance metrics. After implementation, the Parties agree to review the metrics and results on a quarterly, if not more frequent, basis, to ensure that the obligations under the Agreement are being satisfied. Section 1 outlines implementation only metrics. All other KPIs/SLAs will pertain commencing with Go-Live, unless both Parties mutually agree in writing to changes.

Non-compliance. Within thirty (30) days of written notice of non-compliance with any performance metric herein, AGS will meet with Eversource to discuss and develop a performance improvement plan ("PIP"). AGS shall have sixty (60) days to implement the PIP and show improvement towards curing such non-compliance. In the event the non-compliance relative to designated SLA's continues for 60 additional days, AGS shall be required to remit payment to Eversource of five percent (5%) of the MSP Fee's collected for each subsequent month SLA remains uncured. This shall be in addition to all other rights and remedies of Eversource under the Agreement and, in the event of exigent circumstances relating to a material breach under the Agreement by AGS, Eversource may elect to forego the PIP process.

1) Implementation (Contract Execution to Go-Live)

| **Service Level Agreement (SLA)** | **Measurement** | **Frequency** | **Service Level Metric** |
|---|---|---|---|
| Successful implementation of systems and On-Going maintenance | AGS to successfully implement the following interfaces before Go-Live:<br>- Workday feeds<br>- Invoicing to Maximo<br>- Charge code validation tool<br>- SSO | Go-Live / On-going | 100% |
| **Key Performance Indicators (KPI)** | **Measurement** | **Frequency** | |
| Successful Transition of Staffing Suppliers and Contract Workers | Percentage of Staffing suppliers and Contract Workers transitioned from incumbent MSP to AGS, unless such Staffing Suppliers unreasonably reject the terms of the Supplier Agreement or MSP Program. | By Go-Live | 100% |

2) Steady State (applicable from Go-Live)

| **Key Performance Indicators (KPI)** | **Measurement** | **Frequency** |
|---|---|---|
| Retention rate | The ratio will be calculated on the number of assignments ended with a favorable reason before assignment was completed vs. total active assignments in each skill category during the quarter. Favorable turnover reasons include "Assignment Completed Successfully," "Need Eliminated," or "Accepted Employment with Eversource." Unfavorable turnover reasons include unsatisfactory performance, tardiness, poor attendance, workplace issues, cultural fit. | Quarterly (Report) |

| Key Performance Indicators (KPI) | Measurement | Frequency |
|---|---|---|
| | Target: 90% across entire Contract Worker population | |
| Speed to hire | Average number of Calendar Days, once a requisition is completely approved by Eversource, to the time the candidate completes onboarding and is available to start (i.e., offer acceptance).<br><br>Target:<br>-Professional, IT, Engineering 35 Business Days<br>-Nonprofessional (admin, non-technical) 28.5 Business Days | Quarterly (Automated Report) |
| Speed to hire | Average number of Business Days, once an offer is accepted, to Assignment Start Date. | Quarterly |
| Contract Worker satisfaction | AGS agrees to provide a Contract Worker NPS, or other satisfaction survey, twice per year.<br><br>Target: RCS NPS score to exceed 25, provided above 40% response rate is achieved. | Bi-Annually (Survey/Report within one month of survey completion) |
| Evolution Roadmap – long term KPI | In partnership with AGS, Eversource will maintain a partnership roadmap that consists of agreed upon "Strategic Initiatives". AGS will have primary ownership for the roadmap process, including but not limited to, ensuring strategic roadmaps are kept up to date with agreed upon standards. This will be on the quarterly business review agenda. | Quarterly |
| CIP Compliance | AGS will adhere to (Critical Infrastructure protection (CIP) compliance requirements ensuring any Contract Worker requested to have CIP access completes all required documentation and training. AGS will track all Contract Workers with CIP access. AGS will audit all workers with CIP Compliance and provide attestation to Eversource for compliance. | On-going |
| Tenure/Long-Term Project Associate (LPA) Compliance | Adhere to, track and manage Eversource's requirements and documented approvals in the System for Contract Worker tenure and Long-Term Project Associates. | Monthly report |
| Former Eversource Employees | Obtain approval from Eversource HR to have former employees return as Contract Workers. This is to be indicated in candidate submittal stage. Save documented approvals in the System, track and report these former employees working as Contract Workers; classify those employees that are retirees to follow Eversource's retiree guidelines. | Ongoing/on-demand reporting |
| Placement of Relatives | Obtain approval from Eversource HR prior to hiring a Contract Worker who is a relative of a current Eversource employee to avoid both perceived and potential conflict of interest. (Relatives are defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step relative, life partner or other individual residing within an employee's household). Save documented approvals in the System. Track and report on all contractors with relatives. | Ongoing/on-demand reporting |

| Key Performance Indicators (KPI) | Measurement | Frequency |
|---|---|---|
| Expense Controls | Prior to AGS invoicing Eversource, AGS Program Team to review all expenses over $100 to ensure accurate receipts are attached. For any expense over $1,000, once approved by the hiring manager, it goes to Eversource's HR Program Manager to approve. | Quarterly Report of all expenses |
| Timesheet and OT adherence | AGS to monitor timesheet input, timecode (i.e., straight vs. OT) and OT accuracy. For example, OT timecode should only be used for over 40 hours worked. (No OT for 10 v. 8 hours/day) | Weekly |
| Invoice Accuracy | AGS shall produce accurate invoices in connection with the Program. An inaccurate invoice is defined as a duplicate invoice, an incorrect or incomplete invoice, invoice EDI file submitted more than 24 hours past the designated day or submitted more than 45 days after work performed. For all late or inaccurate Staffing Supplier invoices, AGS sends an email summarizing the error before the invoice is submitted. The issue, the payment impact and how the problem will be remedied, needs to be detailed. No late timesheets or adjustments will be accepted by Eversource after 45 days.<br><br>Within the same Business Day, the AGS Program team must notify the Eversource team of all delays or errors in invoicing via email. AGS Program team will work with all appropriate Eversource business teams to rectify the issue/delay. AGS Program Team will issue a monthly report of all issues. | Monthly (Report) |
| Timely Payments to suppliers | The percentage of time per Consolidated Invoice that AGS pays a Staffing Supplier within five (5) Business Days of receipt of the correlating Gross Payment Amount.<br><br>The metric divides the total number of times per Consolidated Invoice that AGS pays a Staffing Supplier within five (5) Business Days of receipt of the correlating Gross Payment Amount by the total number of times per Consolidated Invoice that AGS pays a Staffing Supplier to calculate the percentage of on-time payments. | Monthly (Report) |
| Reporting | All monthly/quarterly/annual reports included in Statement of Work, Schedule 2, will be delivered by the 5th Business Day of each month or agreed upon cadence. Other reports will be provided at the frequencies specified.<br><br>All reports provided are to be accurate and correctly formatted before forwarding to Eversource.<br><br>On demand reporting will be provided to Eversource to meet business / regulatory / auditing requirements as is reasonable, providing data is accessible, and to be mutually agreed open. | Monthly /Quarterly/Annual (Report) |

| Key Performance Indicators (KPI) | Measurement | Frequency |
|---|---|---|
| Business Reviews | AGS will provide a quarterly review of performance. AGS will use commercially reasonable efforts to schedule a review within 4 weeks of the end of each quarter, with an advanced copy of the slide deck provided to Eversource one week prior to the scheduled review date. AGS will manage calendar invites for the 3 QBR's; Eversource will manage calendar invite for the annual SRM meeting. | Quarterly (Report) |
| Market Analysis | AGS will deliver a comprehensive "market analysis" to Eversource 2x annually. The specific content will be agreed upon during the prior quarter QBR allowing for the content to align with current events. (Examples of subject data options are compensation, position ranges, analysis to market ranges, candidate availability, recruitment brand, etc.). | Semi Annual (Report) |
| Staffing Supplier Optimization | AGS will at minimum conduct one full "supplier optimization" exercise annually to ensure appropriate Staffing Supplier coverage and support. AGS will provide a report of audit findings, inclusive of Staffing Supplier submittal ratios, response times and successful placements to Eversource within 30 days after completion.<br><br>Target: 100% | Annual (Report) |
| Hiring Manager Satisfaction | AGS agrees to provide an NPS (or other) customer satisfaction survey once per year. Survey results will be provided to Eversource.<br><br>In addition, AGS will provide a pulse survey distributed to Eversource hiring managers every ninety (90) days following placement of each new Contract Worker. AGS to provide survey results to Eversource.<br><br>AGS Program Team will provide a quality experience for Contractor Workers, Staffing Suppliers and Eversource.<br><br>The parties will work during implementation to align on the survey triggers and timing. | Annually- NPS Survey/Report<br><br>Weekly- New Hire Pulse Survey |
| AGS Program Team Retention | AGS Program Team must have a Program Manager at all times. If a Program Manager is unavailable for any reason, a substitute resource must be brought onto the Eversource account within 1 week. The substitute must be a full-time employee of AGS and be a like for like substitute (i.e. possess the same skills and have experience in the Program Manager role), be dedicated to the Eversource account team, and will be held to the same standards, actionable goals and expectations of an incumbent full-time resource. Eversource will participate in the selection of a long-term substitute. Eversource will not see a decrease in service levels during this interim period.<br><br>Unless the person is the Program Manager, Eversource can accept a temporary drop in headcount of at most one (1) AGS Program team member for a short period of time (not to exceed 30 days). It is Eversource's expectation that AGS will provide a substitute Program team member from another AGS client. | Monthly |

| SLA | Measurement | Frequency | Service Level Metric |
|---|---|---|---|
| SLA #1:<br><br>Contract Worker onboarding and off-boarding compliance | Contract Workers must be on-boarded in accordance with Eversource requirements. Staffing Suppliers must complete an attestation form for each Contract Worker listing all on-boarding documents that have been completed prior to Contract Worker start. The (1) attestation form, (2) the third-party background check and identity verification certification that meets Eversource requirements ("Third Party Certification") and (3) the executed Contract Worker Agreement will be uploaded into the System by Staffing Suppliers. AGS Program team must review attestation form and the Third-Party Certification from Staffing Suppliers, and confirm receipt of an executed Contract Worker Agreement prior to Contract Worker start. The documents described above must be available for audit upon request of Eversource to confirm successful completion of onboarding requirements.<br><br>AGS will require Contract Workers complete all e-learnings required by Eversource within the first 5 Business Days of receiving the Learning Assignment (Security, Code of Conduct, other e-learnings). Each Contract Worker must have executed the Contract Worker Agreement.<br><br>Once communication is provided to AGS, Contract Workers off boarded in accordance with Eversource requirements, including cancelling CIP access, badge access, system access, facilitation of return of Eversource equipment.<br><br>This includes requesting access suspension and/or termination within the appropriate system as necessary for suspending badge and system access for Contract Workers taking required breaks in service. | Quarterly (Report) | 100% |
| SLA #2<br>Fill Rate | Fulfillment of requested requisitions through a Staffing Supplier. | Quarterly (Report) | 100%, excluding any requisitions canceled or halted by Eversource. |
| SLA #3:<br>Bill Rate Adherence | Controls around max bill rate and approvals by organization leadership for rates over max bill rates. Any rate above max bill rate must be approved in the Fieldglass system by area VP and VP Talent. | Quarterly Report over max bill rate | 100% |
| SLA #4:<br>AGS Program Team | AGS shall provide Eversource with a staffing plan acceptable to Eversource that includes the AGS Program Team assigned to perform the MSP Services. AGS will provide the appropriate number of Program team members to manage the Eversource account based on volume, assuming a minimum of 5 such team members assuming $50,000,000 in Annual Spend. Such team members shall not be removed or reassigned and/or replaced without prior written notice in accordance with section 6 of the SOW. If any such team member of AGS is not performing, AGS shall promptly replace such team member. AGS will provide written notice to Eversource if Program Team | On-going | Acct Mgr. onsite. Eversource account staffed appropriately with an experienced team. |

| SLA | Measurement | Frequency | Service Level Metric |
|---|---|---|---|
| | members will be transferred, replaced, or removed. AGS Program Team members making any such transition shall provide for appropriate overlap in duties to ensure transfer of Program knowledge. Eversource and AGS will evaluate the service levels and performance of the AGS Program Team on a quarterly basis. If the performance of any team member is deemed by Eversource to be unsatisfactory, Eversource shall have the right to request that AGS replace such team member.<br><br>AGS agrees to provide on-site coverage for Eversource support. Eversource's expectation is that the Program Manager will be on-site in Berlin in accordance with Eversource's hybrid work model. On-site presence in Westwood would be preferred, but not required.<br><br>All AGS Program Team members shall be trained in all pertinent aspects of the MSP Services and shall have a thorough understanding of Eversource's relevant standard operating procedures. Eversource's expectation is that AGS Program Team shall possess at least 2-3 years' experience in the MSP/recruiting setting or equivalent experience. | | |
| SLA #5:<br>AGS Program Team Responsiveness | AGS Program team members must respond that they have received any issue raised within 24 business hours by either Eversource, Staffing Suppliers, Contract Workers. For issues which remain unresolved after 72 hours, AGS shall formulate a resolution plan and present to Eversource. The parties will review and agree upon the action plan and resolution timeline. | Monthly | 100% |

3) To be evaluated by the Parties after 1 year

| | | | |
|---|---|---|---|
| Timeliness of shortlisted candidates | The number of Business Days between the date AGS distributes the Job Posting in the System to the date the first Candidate is shortlisted in the System.<br><br>This service level applies to all Competitive Starts**, excluding Multiple Hires,** during the measurement period**.**<br><br>**"Competitive Starts**" means a Contract Worker who was hired against a Job Posting that was distributed to two (2) or more Staffing Suppliers.<br><br>"**Multiple Hires**" means more than three (3) positions within the same Job Posting.<br><br>This metric is the average number of days between the date AGS distributes the Job Posting in the System to the date AGS shortlists the first Candidate in the System to calculate the average number of days it takes to shortlist candidates in the System. | Monthly | Four (4) Calendar Days for Information Technology (IT) and professional labor categories<br><br>Three (3) Calendar Days for administrative labor categories<br><br>Metric to be met 100% of the time |
| Cost savings | Percentage of total program spend / direct cost savings of "controllable" spend. "Controllable spend" is defined as the amount of spend that AGS plays an active part in negotiating the rate. All cost savings must be documented by AGS. | Monthly (Report<br><br>Quarterly (QBR) | 2-5% of the total spend converted |
| Diversity Spend | Percentage of total spend of the program / total spend of all diverse Staffing Suppliers (ex,. Minority and Woman owned business). | Monthly (Report<br><br>Quarterly (QBR) | 40% in 2024; goal of 55% in 2025 and thereafter |

**SCHEDULE 4(a) TO STATEMENT OF WORK**

**SERVICE LEVEL AGREEMENT FOR EVERSOURCE INSTANCE OF FIELDGLASS**

**Service Offerings and Levels**
The following criteria are the basis for measuring SAP's and Allegis' performance of their support obligations with respect to the System.

Definitions:

**"Business Day"** means Monday through Friday, excluding U.S. Holidays.

**"Business Hours"** means 7:00AM – 7:00PM Eastern Time (ET) every Business Day. Business Hours observe Daylight Savings Time.

**"Customer Support Hours"** means 2:00AM – 7:00PM Eastern Time every Business Day, and the hours identified below in the definition of Holidays. Customer Support Hours observe Daylight Savings Time.

**"Holidays"** refer to U.S. holidays that fall on, or are observed on, Monday through Friday and consist of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

Customer Support Hours for Holidays:

- New Year's Day — Closed
- Martin Luther King Day — 2:00AM – 10:00AM EPT
- President's Day — 2:00AM – 10:00AM EPT
- Memorial Day — 2:00AM – 10:00AM EPT
- Independence Day — 2:00AM – 10:00AM EPT
- Labor Day — 2:00AM – 10:00AM EPT
- Veteran's Day — 2:00AM – 10:00AM EP
- Columbus Day — 2:00AM – 10:00AM EPT
- Thanksgiving Day — 2:00AM – 10:00AM EPT
- Christmas Day — Closed

**"Key Performance Indicator (KPI)"** means Key Performance Indicator and is the minimum percentage of time Fieldglass agrees to be in compliance with each Measurement Factor listed in Table 1, Service Level Matrix.

**"Service Credit"** is defined as the amount credited to CUSTOMER from FIELDGLASS for Measurement Factors that fall below the Key Performance Indicators, in accordance with the formulas identified in the Remedy column of Table 1, Service Level Matrix.

### 1. Table 1: Service Level Matrix

| Category | Component | Measurement Factor | KPI | Remedy |
|---|---|---|---|---|
| **FIELDGLASS System/ FIELDGLASS Application(s)** | Online Application Uptime | 24x7 excluding:<br>• Maintenance windows of 11:00 PM – 2:00 AM EPT (Daylight Savings Observed)<br>• Extended maintenance windows that are scheduled 30 business days in advance<br>• Users using a Fieldglass uncertified web browser. Certified browsers are the most current and one immediately prior version of Microsoft Edge, Safari, Google Chrome and Mozilla Firefox. | 99.9% | (KPI – Actual Performance) |
| **Customer Support** | Phone | Calls to the Allegis Help Desk properly presented to the automated attendant and routed. | 95% | (KPI – Actual Performance) |
| | Voicemail | Voicemail to the Allegis Help Desk received as of 3:00pm Eastern time will be reviewed and returned by the end of the same day for all Business Days. | 95% | |
| | Email | Email to the Allegis Help Desk returned in less than two (2) hours for all Business Days and U.S. Holidays. | 95% | |
| **Problem Resolution** | Severity Level "Critical" (See Table 2, for description) | Cases with severity level "Critical" – Customer will be contacted within 30 minutes and resolution within two (2) hours of Customer notification to Allegis.. | 100% | 1% of Amount invoiced |
| | Severity Level "High" (See Table 2, for description) | Cases with severity level "High" Customer will be contacted within one (1) hour and resolution within three (3) hours of Customer notification to Allegis.. | 100% | |
| | Severity Level "Medium" (See Table 2, for description) | Cases with severity level "Medium" Customer will be contacted within four (4) hours and resolution within two business days of Customer notification to Allegis. | 100% | |

**Table 2: Severity Level Definitions**

| Severity Level | Description |
|---|---|
| **Critical** | System crash during typical system usage (no extraordinary circumstances) or functionality cannot be accessed and there is no work-around. Core business processes are seriously affected. |
| **High** | Incorrect results, or functionality flaws, system crash caused from non-typical use of the system and a work-<br>around exists. Necessary tasks cannot be performed. A continuing malfunction can seriously disrupt the entire productive business flow. |
| **Medium** | Requests that improve the overall intuitiveness of the system such as renaming buttons, adding additional data or instructions, improving grammar, spelling, and ensuring consistency across all screens. |

**Service Level Adjustments**

Both Parties understand that changes in technology, productivity, and management can result in the need to adjust, add, or delete service levels. Allegis regularly reviews SAP Fieldglass service levels with our clients and makes appropriate adjustments by distributing new Service Level Agreements. However, changes that materially decrease the coverage of this Agreement must be reviewed and agreed upon by both parties.

**Service Level Reporting**

Allegis uses both self-monitoring and client reporting to track its performance under this Agreement. CUSTOMER may request a Customer Support Report detailing the Measurement Factors for the Fieldglass System and Fieldglass Application during a reporting period.

**Service Level Remedy**

Measurement Factors are monitored by Allegis and Service Credits are issued to the CUSTOMER for Measurement Factors that fall below their respective Key Performance Indicators in accordance with the Remedies outlined in Table 1.

In order to receive any Service Credit, CUSTOMER must notify Allegis.

No Service Credits shall be granted, and none shall be due, if Allegis' failure to meet a KPI is the result of (i) a standard force majeure situation, or (ii) Internet and/or communication system failures not procured, maintained or hosted by Allegis.

Service Credits shall be applied monthly in a manner to be determined and agreed upon by the parties.

**SCHEDULE 5 TO STATEMENT OF WORK**

**SCREENINGS**

AGS will monitor (and shall require Staffing Supplier to agree to perform) the screening services required under the Eversource's Background Screening Manual attached to the Agreement as Exhibit [D] and following additional pre-employment screening services as may be requested by Eversource using AGS's preferred screening vendors pre-approved by Eversource or such other screening vendors as may be requested by Eversource, including the following, as appliable and as requested by Eversource:

- Employment history
- Drug test
- Criminal background check including social security trace (applicant's county of residence, prior 7 years)
- Education verification
- License/Permit Verification
- To the extent permitted by law, Credit Check in accordance with Fair Credit Reporting Agency guidelines
- Security Clearance

Such pre-employment screening service costs shall be paid by Staffing Supplier.

**SCHEDULE 6 TO STATEMENT OF WORK**

**FORM OF STAFFING SUPPLIER AGREEMENT**

# SUPPLIER AGREEMENT ("Agreement")

| PARTY #1 | "AGS" |
|---|---|
| **Business Name:** | Allegis Global Solutions, Inc. |
| **Street Address:** | 7312 Parkway Drive S. |
| **City, State, Zip Code:** | Hanover, MD 21076 |

| PARTY #2 | "Supplier" |
|---|---|
| **Business Name:** | |
| **Street Address:** | |
| **City, State, Zip Code:** | |

| **Agreement Effective Date ("Effective Date"):** | |
|---|---|

## RECITALS

WHEREAS, AGS has been selected to provide centralized supplier management services to Eversource Energy Service Company, for itself and as agent for its affiliates (the "**Customer**") in connection with Customer's use of temporary Contract Workers, which services include AGS acting as Purchasing Agent for Customer in its acquisition of temporary Contract Services; and

WHEREAS, AGS and Supplier desire to enter into this Agreement to establish the terms upon which Supplier will provide Contract Workers to perform temporary Contract Services to Customer.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties, it is agreed and understood by AGS and Supplier that:

**1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires:

**"Assignment"** means a Job Posting that has been filled by a Contract Worker of Supplier under which the Contract Worker will perform the Contract Services.

"**Claim**" means any threatened, alleged or actual claim or any demand, action, litigation, proceeding, or investigation.

"**Confidential Information**" means data or information that is of value to a party, and is not generally known in the industry or to competitors of a party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information, or any such information of clients, parents, affiliates, subsidiaries or agents of a party, which is disclosed by such party, whether directly in oral or material form to the other party, or indirectly, by permitting the receiving party to observe the conduct of the disclosing party's various operations or processes. Customer Confidential Information may also include confidential infrastructure information, including, without limitation, any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13 applicable to Customer; and information regarding critical assets or critical cyber assets, as

defined by North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards applicable to Customer.

**"Contract Services"** means the work performed for Customer by Contract Workers supplied by Supplier.

**"Contract Worker"** means an individual employee of Supplier providing temporary Contract Services under the direction of Customer pursuant to the terms this Agreement.

**"Customer Agreement"** means the master services agreement entered into between AGS and Customer, pursuant to which AGS will provide centralized supplier management services to Customer.

**"Customer Data"** means all Customer data and information provided by Customer or AGS to Supplier or its Contract Workers in connection with this Agreement, or otherwise in Supplier's or any of its Contract Workers' possession or accessible by Supplier or any of its Contract Workers.

**"Job Posting"** means an electronic requisition entered into the System that sets forth a position for which the Customer desires a Contract Worker to perform Contract Services.

"**Loss**" or "**Losses**" means any losses, settlements, judgments, awards, reimbursements, regulatory and other fines and penalties, sanctions, liabilities, costs, damages, and/or expenses (including reasonable attorneys', accountants' and/or expert witness fees, and disbursements and court costs, and fees and amounts paid in settlements).

**"MSP Services"** means the centralized supplier managed service provider services that AGS will provide to Customer under the Customer Agreement.

**"Program Fee"** means the charge deducted by AGS from payment to Supplier in accordance with Section 7 of this Agreement.

"**Purchasing Agent**" means the role AGS assumes in this Agreement with respect to the preparation of invoices to Customer as to its purchase of temporary Contract Worker services from Supplier and serving as payment agent for Customer to the extent applicable. AGS duties and obligations do not include (i) AGS acting as dealer or other party liable for Transaction Taxes, (ii) AGS being responsible as Customer's Purchasing Agent for the calculating, reporting or remitting of Transaction Taxes to the correct taxing authority, and (iii) AGS being responsible for confirming that Customer or Supplier properly calculated, reported or remitted Transaction Taxes to the correct taxing authority.

**"Supplier Manual"** means the document, which may be updated from time to time by AGS in conjunction with Customer, detailing the policies and procedures to be followed by Supplier in using the System and providing Contract Workers or potential Contract Workers to Customer under this Agreement. The policies and procedures set forth in the Supplier Manual shall be applicable to all Contract Services provided by Contract Workers and Supplier Services provided by Supplier.

**"Supplier Personnel"** mean employees, agents, representatives and subcontractors of Supplier that provide Supplier Services.

**"Supplier Services"** means the staffing services provided by Supplier and Supplier Personnel in connection with Customer's use of Contract Workers.

**"System"** means Fieldglass, an internet-based application software program provided by the System Administrator and utilized by AGS in conjunction with the MSP Services.

**"System Administrator"** means SAP, the provider of the System in connection with the provision by AGS of MSP Services under this Agreement.

**"Timecard Application"** means a function in the System whereby Contract Workers are able to enter the hours worked while providing Contract Services and Customer managers are able to review the submitted hours for approval.

"**Transaction Taxes**" means sales, use, excise, value-added, gross receipts, services, consumption and/or other similar transaction taxes, however designated, that are levied by any taxing authority upon Contract Services.

**2. SCOPE OF WORK.** At AGS' request, Supplier will use reasonable efforts to supply competent and qualified Contract Workers in accordance with the terms of this Agreement to perform temporary Contract Services for Customer at billing rates not to exceed those identified in the applicable Job Posting.

**3. TERM, TRANSITION.** The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year, unless earlier terminated by either party in accordance with the terms hereof. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such party's decision not to automatically renew this Agreement.

In the event this Agreement is terminated for any reason, Supplier acknowledges and agrees that any Contract Worker on an Assignment that has not expired or been terminated by AGS or Customer shall not automatically be terminated by the termination of this Agreement, unless agreed to in writing by AGS and Supplier. In such event, Supplier's Contract Workers shall continue to perform the designated Contract Services under the terms of this Agreement, until expiration of the previously agreed upon Assignment term unless or until such Contract Workers are either hired by Customer or transferred to the employment of another supplier in accordance with Section 4(k) of this Agreement.

**4. ORDER PROCESS.** AGS shall, at Customer's option and sole discretion, contact Supplier to request Contract Workers to perform Contract Services based upon open Job Postings AGS receives from Customer. AGS and/or Customer are under no obligation to select Supplier's Contract Workers for the available Job Postings.

(a) **Contract Service Acquisition Web Application**. Unless otherwise specified by AGS, Job Postings for available Contract Worker positions will be posted by AGS in the System. Supplier will be granted access to the System for the purpose of reviewing open Job Postings available to Supplier, entering information regarding proposed candidates to fill such positions, and reviewing and updating information regarding Contract Workers on Assignment with the Customer.

(b) **Proposed Candidates**. Supplier shall provide the following information with respect to each candidate it enters into the System or otherwise provides to AGS under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such Assignment or in the Supplier Manual; provided, however, if requested by a regulatory agency or in the event of a dispute or litigation between Customer, Supplier and/or Contract Worker or a claim or litigation matter in which the information is relevant, Supplier shall provide Contract Worker's pay rate upon request by Customer. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or System for the applicable Assignment category. AGS will notify Supplier if Supplier's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Supplier shall undertake the pre-Assignment steps set forth in the Supplier Manual, satisfying the Customer standards and any additional standards set forth in the Job Posting. Prior to the start of any Assignment, Supplier shall confirm through the System that these pre-Assignment steps have been successfully completed. Supplier acknowledges and agrees that all costs of any such pre-Assignment steps are the responsibility of the Supplier.

(c) **Contact with Customer; Non-Solicitation of Customer**. Supplier acknowledges and agrees that all Customer requests for Supplier Services and any related matters will be exclusively directed to and handled by AGS as Purchasing Agent for Customer. Supplier shall receive all Job Postings directly from AGS, and Supplier shall submit all candidates directly to AGS (and not to Customer) through the System. Unless otherwise directed by AGS or Customer, Supplier will deal directly and exclusively with AGS with respect to the Supplier Services and any related matters and will not direct any inquiries or communications to Customer. Supplier will not: solicit Customer to provide services similar to Supplier Services to any Customer business unit made available to Supplier by AGS under this Agreement. This prohibition shall not apply if AGS or Customer consents to such solicitation or provision of services or if the Customer Agreement has been terminated. This Section shall not preclude Supplier from: (i) responding to any Customer-issued request for proposal, (ii) contacting Customer to the extent that Supplier has a direct contract with Customer for related services performed outside the scope of services described under this Agreement, or (iii) if Customer makes the initial contact with Supplier.

(d) **Job Posting Cancellation**. At Customer's request, AGS may cancel, without charge, any Job Posting for Contract Services at any time prior to commencement of the Contract Services by the Contract Worker.

(e) **Assignment Cancellation**. Supplier acknowledges that Customer may end an Assignment at any time by giving notice to AGS, and AGS will give Supplier the applicable advance notice of the end of an Assignment as given to AGS by Customer. In any instance of an Assignment cancellation, AGS' obligation to Supplier shall be to forward Customer payments for the Contract Services rendered by such Contract Worker pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Section 7 of this Agreement.

(f) **Removal of Contract Workers**. Supplier acknowledges and agrees that the Contract Workers shall be subject to the continuing approval of Customer. If at any time Customer, in its reasonable judgment, determines that a Contract Worker is inadequate, unsatisfactory or has failed to comply with Customer or AGS rules, regulations, or policies, AGS shall so advise Supplier and Supplier shall immediately take action to correct the situation by removing the Contract Worker. Failure by Supplier to remove an unsatisfactory Contract Worker within one (1) working day of notice shall be a breach of this Agreement and, in such event; AGS shall have the right to terminate this Agreement immediately upon written notice to Supplier. In addition, AGS shall not have any obligation to pay Supplier for Contract Services rendered by a Contract Worker after one (1) working day of notification by AGS to Supplier to remove such Contract Worker.

(g) **Replacement of Contract Workers**. If any assigned Contract Worker is reassigned by the Supplier to another Assignment or is otherwise voluntarily removed from the Assignment by Supplier without AGS or Customer approval, or leaves an Assignment for any other reason, then Supplier shall, if requested by AGS, supply a replacement Contract Worker as soon as reasonably practicable. For purposes of clarification, AGS reserves the right, upon Customer direction, to replace such vacant position with a contract worker from another supplier.

(h) **Quality Guarantee**. If a Contract Worker (i) quits, (ii) is removed by Supplier, or (iii) is removed for one of the reasons specified in Section 4(f) above, in each case during the Probationary Period (defined below), Supplier will not charge AGS or Customer for the time such Contract Worker spent on the Assignment. For such purposes, the "**Probationary Period**" means (i) in the case of Light-Industrial or Administrative/Clerical positions, the first working day, and (ii) in the case of all other positions, the first five (5) working days.

(i) **Bill Rates; Expenses**. Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in the Supplier Manual and/or the System.

(j) **Assignment Rule**. Supplier agrees that it will not assign a Contract Worker to a Customer project or facility without the prior written approval of AGS if such Contract Worker is currently assigned to another Customer project or facility. This shall not apply in instances in which AGS has notified Supplier that the Contract Worker's previous Assignment has been completed to the satisfaction of Customer. In addition, Supplier agrees that it will not place a person as a Contract Worker under this Agreement if such person is on assignment at Customer through another supplier to Customer unless Supplier receives notice from AGS that such other supplier's agreement relating to the Customer engagement has been terminated, or will not be renewed or extended.

(k) **Right to Hire; Conversion Fees**. Supplier acknowledges and agrees that if this Agreement is terminated in whole or in part or is not renewed or extended (and Supplier has Contract Workers placed on the Customer engagement at that time), such Contract Workers may wish to remain on Assignment with Customer by continuing employment with Supplier under the terms of this Agreement with the written approval of AGS. If this Agreement is terminated by AGS for cause in accordance with Section 16(b), AGS and/or Customer may immediately take such steps deemed necessary or appropriate to affect the transfer of such Contract Workers to employment with Customer directly or another supplier, if such Contract Workers wish to remain on their Assignment with Customer. Supplier further acknowledges and agrees that Customer may hire Contract Workers at any time.

In the event a Contract Worker is hired by Customer or, at the direction of AGS or Customer, another supplier as described in this section, Supplier shall be entitled to receive, as its sole compensation for such hiring, the Conversion Fees, if any, specified in Attachment A. Supplier shall release such Contract Worker from any applicable restrictive covenants and any related liability or damages. In no event shall AGS be obligated to pay Supplier the amounts set forth above unless and until AGS receives payment from Customer for such amounts.

**5. SUPPLIER RESPONSIBILITIES.**

(a) **Supplier as Employer**. Supplier shall be responsible for recruiting, interviewing, selecting, screening, hiring, assigning, counseling, disciplining and discharging its Contract Workers who perform Contract Services under this Agreement. Supplier acknowledges and agrees that its Contract Workers are employees of Supplier and shall be treated as such and not as employees of AGS or Customer and neither Customer nor AGS shall be liable for taxes of any kind with respect to such Contract Worker. Supplier acknowledges and agrees that it (i) is responsible for providing all compensation and other benefits to its Contract Workers; (ii) will make all appropriate tax, social security, Medicare and other withholding deductions and payments required by applicable federal, state or local laws on behalf of its Contract Workers; (iii) will provide worker's compensation insurance coverage for its Contract Workers; (iv) will make all appropriate unemployment tax payments with respect to its Contract Workers; (v) will maintain payroll and personnel records; (vi) prior to assigning any Contract Worker to Customer, will verify work eligibility, including screening, background and reference checks required under Customer's Background Screening Manual (attached hereto as Attachment D), required testing, verifying the identity

and right to work of each Contract Worker under the immigration laws of the United States, completing and maintaining Form I-9s, and, if applicable, will complete and maintain the personnel risk assessment documentation required for each Contract Worker that constitute "Authorized Personnel" under the Contractor CIP Compliance Agreement (attached hereto as Attachment E); (vii) will complete an attestation form (attached hereto as Attachment F) attesting to the successful verification of the requirements in this sub-section (a) and upload the same to the System; (viii) will upload to the System the background check and identity verification certification cover sheet provided by the third party background check vendor; (ix) will require all Contract Workers to sign the agreement required by and approved by Customer acknowledging certain matters regarding Customer's company policies, benefits entitlement, confidentiality and assignment of work product (or the results thereof) performed by Contract Workers (attached hereto as Attachment G) and will upload the same to the System; and (x) will take any additional actions legally required to establish that the Contract Workers whose Contract Services are provided hereunder are employees of Supplier. Moreover, AGS and Customer shall have the right to audit Supplier's records, as necessary, to verify that the government tax payments referenced above have been made. Supplier and AGS/Customer are not joint employers for any purpose under this Agreement.

(b) **Recruitment of Contract Workers/Customer Identity**. All recruiting activities by Supplier with respect to prospective Contract Workers will specify that Contract Workers will be employees of Supplier. Supplier will not use AGS' or Customer's name or logo in any such recruiting advertisements or in any other advertising, marketing, promotional or referral capacity, without the prior written approval of AGS or Customer, on a case by case basis.

(c) **Right to Control.** In addition to Supplier's duties and responsibilities as the employer of the Contract Workers set forth in Section 5(a) above, Supplier has the right to request from Customer a scheduled time to, and subject to compliance with Customer's policies and procedures applicable to the workplace, physically inspect the work site and work processes; review and address, unilaterally or in coordination with Customer, if requested by Customer, employee work performance issues; and enforce Supplier's employment policies relating to employee conduct at the worksite that have been provided to Customer and pre-approved in writing.

(d) **Compliance with Laws.** Supplier shall comply with all applicable federal, state and local labor and employment laws as they may from time to time be amended, including, but not limited to, the Immigration Reform and Control Act of 1986; the Internal Revenue Code; the Employee Retirement Income Security Act; the Health Insurance Portability and Accountability Act ("HIPAA"); the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as more specifically set forth in Section 5(e) below, the Patient Protection and Affordable Care Act (ACA).

Supplier shall verify the work eligibility of each Contract Worker performing Contract Services under this Agreement, including completing and maintaining Form I-9 for each such individual Contract Worker. Supplier shall monitor the expiration dates of its Contract Workers' visas and work permits, if any.

(e) **Affordable Care Act.** Supplier shall comply with all provisions of the ACA applicable to Contract Workers, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Internal Revenue Code §4980H and related regulations) and the applicable employer information reporting provisions under Internal Revenue Code §6055 and §6056 and related regulations. Supplier shall be solely responsible for, and shall reimburse, indemnify, and hold harmless AGS and Customer for, any taxes, penalties, or other liabilities assessed against Supplier, AGS and/or Customer with respect to Contract Workers due to Supplier's failure to comply with Code §4980H(b).

(f) **Audit; Record Retention**. AGS and/or Customer shall have the right to inspect and audit all the books, records, correspondence, receipts, vouchers, memoranda, payment records, attendance cards, time sheets, etc., of Supplier, Supplier's subcontractors and any other entity used by Supplier in performing its obligations under this Agreement. Supplier shall, and shall cause its subcontractors and such other entities to, preserve all such records for a period of three (3) years after final payment hereunder. All audits shall be conducted upon reasonable prior notice and during regular business hours. Supplier shall provide for such right to audit by AGS and Customer in all contracts with subcontractors and other entities relating to this Agreement.

(g) **Work Product**. Supplier agrees that Customer shall have exclusive, unlimited ownership rights to all deliverables and work product of any Contract Services performed by Contract Workers under this Agreement, including any and all software and computer programs (including any source code, object code, enhancements and modifications), all files, including input and output materials, all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), know-how, trade secrets, designs, inventions (whether or not patentable or reduced to practice), improvements, processes, practices, developments, materials, reports, or data that the Contract Workers make, conceive, or devise, either solely or jointly, both

as individual items and/or a combination of components, as a result of Contract Services performed under this Agreement (whether or not such Contract Services are completed) (collectively, the "**Work Product**"), to the maximum extent permitted by law. All the foregoing shall be deemed to be a "work made for hire" (as defined in 17 USC §101 et. seq.) and made in the course of the Contract Services provided by the Contract Worker. To the extent that any of the Work Product may not, as a matter of law, be deemed a "work made for hire," Supplier agrees to assign, and to require its Contract Workers to assign, to Customer all right, title and interest in the Work Product. All right, title, and interest in and to the Work Product shall vest in Customer, and neither Supplier nor any Contract Worker shall have any right, title, or interest in or to such Work Product. All Work Product shall belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Supplier agrees to give, and to require its Contract Workers to give, Customer and any person designated by Customer reasonable assistance, at Customer's expense, required to perfect the rights defined in this Section. Supplier shall use reasonable efforts to cause each Contract Worker to promptly make a complete written disclosure to Customer of any Work Product, whether patentable or not, conceived or first actually reduced to practice, solely or jointly, by such Contract Worker and/or Customer as a result of Contract Services performed hereunder, and to point out specifically the features or concepts of such Work Product, which Contract Worker believes to be new or different.

(h) **Compliance with Customer Policies**. Supplier will instruct its Contract Workers and other employees and agents, whenever on Customer's premises and/or during the performance of such Contract Workers' job duties, to obey all reasonable security requirements, instructions and directions issued by Customer, and abide by all Customer rules, policies and procedures, including those specified in Customer's Supplier Code of Business Conduct, as referenced in Section 18 of this Agreement.

(i) **Licenses and Permits; Small Business**. Supplier shall obtain and maintain all licenses and permits that may be required by any governmental body or agency necessary to conduct Supplier's business or to perform its obligations hereunder. Supplier shall, and Supplier shall cause its subcontractors to, comply with all laws, ordinances, rules, regulations, orders and other governmental requirements applicable to this Agreement.

(j) **Taxes**. With regard to Contract Workers who deliver Contract Services to Customer pursuant to this Agreement, Supplier shall be solely liable for: (i) Federal Insurance Contributions Act ("FICA") taxes; (ii) Federal Unemployment Tax Act ("FUTA") contributions; and (iii) State Unemployment Insurance ("SUI") contributions and all other applicable payroll tax obligations. Supplier will withhold all applicable Federal, State, and local income taxes, and the employee's share of FICA or other applicable payroll taxes borne by its Contract Workers. Neither Customer nor AGS will have any obligation to withhold Federal, State, or Local income tax, or employee's portion of FICA or other payroll taxes, from any individual assigned by Supplier to provide Contract Services hereunder; nor will Customer or AGS have any liability for any FICA, FUTA, or SUI contributions or other payroll taxes on behalf of any Contract Workers assigned by Supplier.

Supplier and AGS acknowledge that in engaging Supplier to provide Supplier Services and Contract Workers to perform Contract Services to Customer, AGS has acted as Customer's Purchasing Agent and has purchased the Supplier Services and Contract Services as Customer's Purchasing Agent for the convenience and sole benefit of Customer and not for the benefit of AGS and that, accordingly, Supplier is the provider or "dealer" with respect to such Supplier Services and Contract Services provided to Customer, not AGS. Customer will bear the actual cost of any Transaction Taxes, however designated, that are levied by any taxing authority upon the Contract Services provided to Customer under this Agreement. Supplier shall be responsible for determining whether the Contract Services provided by any Contractor Worker are subject to any such Transaction Taxes to be collected by Supplier from Customer and for calculating such Transaction Taxes and remitting them to the applicable taxing authority. AGS as Purchasing Agent for Customer shall receive from Customer and forward on to Supplier payment amounts due for such Transaction Taxes. Supplier acknowledges and agrees that AGS and Customer shall have no obligation to report, collect or remit any such Transaction Taxes to the applicable taxing authority, and Supplier hereby indemnifies and agrees to hold AGS and Customer harmless from and against any such Transaction Taxes not properly remitted by Supplier, including without limitation, any and all interest, penalties, and attorney's fees related thereto.

Supplier agrees to cooperate with AGS or Customer in any audit by a taxing authority of any Transaction Taxes related to this Agreement or the Customer Agreement and shall make available to AGS or Customer, and any such taxing authority, all information, records, or documents relating to filing of any tax returns, payment of any taxes, and any audits or assessments attributed to, resulting from or related to this Agreement. The obligations of Supplier under this provision are in addition to any obligations of Supplier under Section 5(f) above.

(k) **Withholding Tax**. If applicable law requires AGS as Purchasing Agent for Customer to withhold tax from payment to Supplier, AGS may (i) withhold the applicable amount from such payment, and (ii) pay such amount to the appropriate taxing authority in accordance with applicable laws. AGS shall provide Supplier with documentation for payment of tax as required by the applicable taxing authority in accordance with applicable laws. Supplier agrees to complete and

provide to AGS or, if required, to the applicable taxing authority, at least ten (10) days prior to the payment due date, such forms, certifications or other documents as required by applicable law or requested by AGS in order to reduce or exempt withholding. If it is later determined that AGS should have withheld and/or paid additional tax but did not withhold and pay such tax, then Supplier will pay AGS the applicable tax and indemnify and hold AGS harmless from the tax, and any penalties, interest, fines, or costs thereon. Supplier will not gross-up any fees or other amounts payable to Supplier in respect of, or in anticipation of, any withholding tax.

(l) **Timeliness**. Supplier will timely file all applicable tax returns, including income tax returns, employment tax returns, sales and use tax returns, and information returns required by law, in a manner consistent with its status as an independent provider of services and as employer of Contract Workers assigned under this Agreement. Supplier will make all required payments and deposits of taxes in a timely manner.

(m) **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party (for such purposes, Confidential Information of AGS shall include Confidential Information of Customer and/or the System Administrator) except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

Notwithstanding the foregoing, a party may disclose the other party's Confidential Information where 1) the other party has given prior written consent to such disclosure; 2) such Confidential Information is or becomes generally available to the public other than as a result of the receiving party's disclosure, provided that the receiving party may use or disclose only such part of the Confidential Information as has become generally available to the public; 3) such Confidential Information was within the receiving party's possession prior to its disclosure by the other party pursuant hereto; 4) such Confidential Information is lawfully obtained, by the receiving party from a third party who is under no obligation of confidentiality; or 5) such Confidential Information is required to be disclosed by court or judicial order, provided that the receiving party shall promptly notify the other party of such requirement prior to such disclosure so that the other party (or, in the case of AGS, Customer or System Administrator, as applicable) may seek an appropriate protective order.

Each party acknowledges that unauthorized disclosure of the other party's Confidential Information (including, in the case of AGS, Customer Confidential Information or System Administrator Confidential Information) will cause irreparable injury to the other party (including, in the case of AGS, Customer and/or System Administrator), which injury shall be inadequately compensable in damages. Accordingly, each party agrees that the other party (including, in the case of AGS, Customer and/or System Administrator) may seek and obtain injunctive relief against the breach or threatened breach of the party's confidentiality obligations hereunder, in addition to any other legal remedies, which may be available.

(n) **Customer Data and Programs; Data Protection**. All Customer Data shall remain the property of Customer. The Customer Data shall not be: (i) used by Supplier other than in connection with providing services hereunder; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Supplier or its Contract Workers; or (iii) commercially exploited by or on behalf of Supplier. Customer shall have unrestricted access to all computer media containing Customer Data from time to time in connection with the performance of the services hereunder. Supplier, at the request of AGS or Customer, promptly shall deliver to Customer (or AGS for delivery to Customer) all computer programs, including source code, files, media, documentation and related materials, developed for Customer by Contract Workers under this Agreement, whether developed before or after the date of this Agreement. Upon expiration or termination of this Agreement, Supplier shall promptly return to Customer (or AGS for return to Customer) all computer programs, data, files, documentation, media, related material and any other material that, pursuant to Section 5(g) above, is owned by Customer. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 5(m) above. Supplier shall comply with all applicable data privacy and protection laws and regulations and, to the extent Supplier obtains any Personal Information from its Contract Workers or Customer, Supplier shall comply with Customer privacy and data security requirements, including the requirements set forth in Attachment C (Customer IT Security Requirements). "**Personal Information**" shall mean any legally protected personal information, as so defined by all applicable data protection or privacy laws.

(o) **Customer Furnished Assets and Equipment**. Assets or equipment furnished by Customer to Supplier or its Contract Workers in connection with this Agreement are held by Supplier subject to the provisions of this Agreement. Such assets or equipment shall be used by such Contract Workers only for the limited purpose of performing Contract Services to Customer.

(p) **Return of Customer Information and Property**. Upon the discontinuation of a Contract Worker's Assignment all property, materials, and work of Customer in the possession of the Contract Worker, including Confidential

Information of Customer, shall be promptly returned to Customer, and Supplier shall provide written confirmation to AGS of its compliance with this provision and the confidentiality provisions of Section 5(m) above.

(q) **Financial Information**. Supplier shall make available to AGS a copy of its most recent annual financial statements and such other financial information as AGS may reasonably request from time to time. Supplier shall supplement such information on an annual basis by delivering updated annual financial statements as soon as such financial statements are prepared (but in any event within ninety (90) days after the end of Supplier's fiscal year). In addition, Supplier shall promptly notify AGS of any event that is reasonably likely to have a material adverse effect on Supplier's ability to perform its obligations under this Agreement, including, but not limited to, claims against insurance coverage maintained by Supplier.

(r) **System Administrator's System**. Supplier acknowledges and agrees that all intellectual property rights, including patent, copyright, and trademark relative to the System shall be owned solely by the System Administrator. Supplier's utilization of the System in connection with this Agreement shall not be interpreted to convey any right, title, interest or license to, or entitlement to continued possession or use of the System by Supplier. Supplier's use of the System shall be strictly limited by the terms of the end user license agreement entered into between Supplier and System Administrator, and Supplier agrees to comply with such terms in all respects.

(s) **NERC-CIP Standards**. Supplier acknowledges that Customer, its contractors and its contractor and subcontractor personnel are required to comply with the NERC CIP standards when accessing CIP information on Customer systems and accessing or performing services and work on Customer's CIP critical or cyber assets, and accordingly, if applicable, will comply with Customer's Contractor CIP Compliance Agreement attached hereto as Attachment E.

**6. NATURE OF SERVICES PROVIDED; SUPPLIER WARRANTIES.**

(a) **Nature of Services Provided.** Supplier is providing Supplier Services to Customer, and Contract Workers are providing Contract Services to Customer under Customer's management and supervision at a facility or in an environment controlled by Customer.

(b) **Mutual Representations and Warranties.** Each party represents and warrants that, as of the Effective Date:

(i) it has full rights and authority to execute, deliver and perform its obligations under this Agreement.

(ii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in connection with its terms

(iii) to its knowledge, it is not subject to any contractual obligation that would prevent it from entering into this Agreement, and that Supplier's offer to provide Contract Workers to perform Contract Services to Customer in no way caused or induced Supplier to breach any contractual obligation.

(c) **Supplier Representations and Warranties.** Supplier represents and warrants that:

(i) it has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee, or agent of Customer or AGS to obtain business under this Agreement.

(ii) the Supplier Services provided by Supplier shall be performed in accordance with this Agreement.

(iii) the Contract Workers assigned to perform Contract Services for Customer under this Agreement are qualified individuals with the proper training, experience, background and skill to perform such Contract Services.

(iv) all Contract Services rendered hereunder will be performed in a professional and workmanlike manner in accordance with industry standards and practices applicable to the perform of such Contract Services.

(v) no deliverable, information, materials, performance of Contract Services, provided hereunder, or process or methodology used in performing the Contract Services, infringes or shall infringe on any third party's intellectual property rights or contractual rights and, except as otherwise provided in this Agreement, Customer shall receive free and clear title to all works, materials, information, deliverables, and other Work Product prepared or developed in connection with the performance of the Contract Services by Contract Workers hereunder.

(d) The warranties set forth in this Agreement constitute the only warranties provided by either party with respect to this Agreement, and such warranties are in lieu of all other warranties, written or oral, statutory, expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice or course of performance.

**7. PAYMENT FOR SERVICES.**

(a) **Billing Procedure**. Supplier shall, and shall cause each of its Contract Workers to, comply with the Timecard Application made available under this Agreement to document and approve time worked by Contract Workers, including obtaining any necessary approval(s) of appropriate Customer representatives. The Timecard Application and the approved time entries contained within it will be used to generate a periodic invoice on Supplier's behalf for Contract Services provided by Contract Workers to Customer, which periodic invoice will be submitted to Customer electronically by AGS on Supplier's behalf. To ensure the accuracy of each such invoice, Supplier shall review and confirm the following prior to the release of the invoice to Customer: (i) that all time entries entered into the System by its Contract Workers for the period covered by the invoice are accurate and complete; (ii) that all such time entries have been approved by the appropriate Customer representative; (iii) that all such time and expense entries for which Transaction Taxes are chargeable to Customer under Section 5(j) above have been properly identified and that the Transaction Taxes are included in the invoice are accurate; and (iv) that all reimbursable expenses for the period covered by the invoice are accurate and complete and have been approved by the appropriate Customer representative. Supplier acknowledges and agrees that the amount billable by Supplier to Customer with respect to each hour (or part of an hour) of Contract Services shall equal the applicable bill rate for such hour (or part of an hour) of Contract Services multiplied by (100% - Program Fee Percentage), and each invoice will be prepared accordingly. The Program Fee is intended to be a percentage of each dollar billed on all Contract Services provided by Contract Workers and Conversion Fees under this Agreement excluding any Customer approved expenses. This percentage (referred to as the "**Program Fee Percentage**") is equal to two point seven zero percent (2.70%). Following Customer's expense guidelines, Contract Worker will submit an expense report through System for their individual expense, and attach a receipt for any expense exceeding $25. All expense reports will require Customer approval. Expenses will be reimbursed at cost, without any markup. Supplier further acknowledges and agrees that only hours that have been approved by the applicable Customer manager in the Timecard Application shall be billable to Customer and that the invoice submitted by AGS on Supplier's behalf shall be the only invoice submitted with respect to the Contract Services (and Supplier shall not submit a separate paper or electronic invoice to Customer or AGS). AGS shall provide Supplier with access to a copy of each invoice submitted to Customer on Supplier's behalf, and Supplier shall be responsible for printing out and retaining a copy of each such invoice for its records.

(b) **Payment to Supplier**. Supplier acknowledges and agrees that:

(i) failure by Contract Workers to enter their hours correctly into the Timecard Application may result in delays in payment and/or removal of the Contract Worker (and continued failure by Contract Workers may result in termination of this Agreement);

(ii) Customer will remit payment for Contract Services to AGS as Purchasing Agent, which in turn will remit payment to Supplier on Customer's behalf;

(iii) in no event shall AGS be obligated to pay Supplier for Contract Services and Transaction Taxes unless and until AGS receives payment from Customer for amounts relating to such Contract Services and Transaction Taxes;

(iv) in remitting payment to AGS, Customer will include within such payment the Program Fee and transaction taxes on the Program Fee;

(v) upon receipt of payment from Customer for the Contract Services and Transaction Taxes provided by Supplier and its Contract Workers under this Agreement and the Program Fee and transaction taxes on the Program Fee for services provided by AGS under the Customer Agreement (the amount so received, the "**Gross Payment Amount**"), AGS will deposit the Gross Payment Amount into a designated account (the "**Supplier Services Payment Account**"). After retaining the Program Fee and transaction taxes on the Program Fee out of the Gross Payment Amount deposited into the Supplier Services Payment Account, AGS will then, within five (5) business days of receipt from Customer, disburse payment to Supplier;

(vi) Customer shall not be obligated to pay for any time or expense entries entered into the Timecard Application by Supplier more than thirty (30) days from the date the Contract Service was performed or the expense was incurred, excluding delays due to no fault of Supplier.

(vii) in the event AGS is required pursuant to the Federal bankruptcy code or other applicable law to return any amount received by it from Customer as a result of the payment of such amount being deemed a preference or similarly voidable transaction, Supplier shall promptly return to AGS the portion of such amount received by Supplier from AGS under this section; and

(viii) neither AGS or Customer will pay or be liable for any non-US (except for Puerto Rico) indirect taxes on the Contract Services (e.g. VAT, GST, etc.) or for any imposed fines or penalties associated with such taxes.

(c) **Payment Disputes**. Any payment disputes are to be submitted in writing to AGS by Supplier within sixty (60) days of Supplier's verified receipt of AGS' payment. Any payment disputes after sixty (60) days will not be valid.

**8. INSURANCE**. Supplier shall obtain and maintain insurance, at its sole expense, in accordance with the requirements set forth in Attachment B.

By requiring insurance herein, AGS and Customer do not represent that coverage and limits will necessarily be adequate to protect Supplier. The purchase of appropriate insurance coverage by Supplier or the furnishing of certificate(s) of insurance shall not release Supplier from its obligations or liabilities under this Agreement or in any way modify Supplier's indemnification of AGS.

**9. INDEMNITY.**

(a) **Supplier Indemnity to AGS.** Supplier agrees to indemnify, defend and hold AGS and its parent, subsidiaries, and affiliates, and their respective parents', subsidiaries' and affiliates' officers, directors, employees, agents and representatives harmless from and against any and all Losses arising out of or relating to: (i) a Claim brought by a third party under any labor and employment laws or regulations, employee benefit, or tax laws or regulations of the United States or of any State arising out of any acts or omissions of Supplier or Supplier Personnel; (ii) a Claim brought by a third party for payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Contract Worker arising out of or related to Supplier or Supplier Personnel's acts or omissions(unless such claim is for employee benefits and results from a finding by a Federal, state or local governmental agency, court or other applicable entity that the applicable employee benefit plan or plans of Customer is drafted so as to include temporary employees such as the Contract Workers); (iii) any negligent act or omission, or willful misconduct or willful misrepresentation, by Supplier or Supplier Personnel in the performance of Supplier Services; (iv) any breach or alleged breach by Supplier of its obligations under Section 5 of this Agreement or breach or alleged breach by Supplier of any of the representations and warranties hereunder; or (v) any Transaction Taxes levied, assessed or imposed by any taxing authority as a result of, or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Supplier shall not be liable to AGS for, or have any duty of indemnification with respect to AGS for, any Claims brought under this Section that are arising out of or are related to the negligent acts or omissions of AGS or AGS' violation of applicable law.

(b) **Supplier Indemnity to Customer.** Supplier agrees to indemnify, defend and hold Customer and its parent, subsidiaries, and affiliates, and their respective parents', subsidiaries' and affiliates' officers, directors, employees, agents and representatives harmless from and against any and all Losses arising out of or relating to: (i) any Claim brought by a third-party under any labor and employment laws or regulations, employee benefit or tax laws or regulations of the United States or of any State arising out of any acts or omissions of Supplier or Supplier Personnel; (ii) any Claim brought by a third-party for payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Contract Worker arising out of or related to Supplier or Supplier Personnel's acts or omissions (unless such Claim is for employee benefits and results from a finding by a Federal, state, or local government agency, court or other applicable entity that the applicable employee benefit plan or plans of Customer are drafted so as to include temporary employees such as the Contract Workers); (iii) any negligent act or omission, or willful misconduct or willful misrepresentation, by Supplier or Supplier Personnel in the performance of Supplier Services; (iv) any breach or alleged breach by Supplier of its obligations under Section 5 of this Agreement or breach or alleged breach by Supplier of any of the representations and warranties hereunder; or (v) any Transaction Taxes levied, assessed or imposed by any taxing authority as a result of, or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Supplier shall not be liable to Customer for, or have any duty of indemnification with respect to Customer for, any Claims brought under this Section that are arising out of or are related to the negligent acts or omissions of Customer or Customer's violation of applicable law.

(c) The obligations of this Section 9 will survive any termination of this Agreement.

**10. NOTIFICATION OF CLAIMS; RETENTION OF COUNSEL.** Customer or AGS, as applicable ("**Indemnified Party**") agree to notify Supplier in writing and in accordance with Section 20 of this Agreement, and make commercially reasonable efforts to provide such notice to Supplier within fifteen (15) business days after the Indemnified Party receives

notice of a Claim for which indemnification is sought under this Agreement, provided, however, that no failure to so notify the Supplier shall relieve the Supplier of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Supplier shall have authority to defend or settle the claim; provided however if a settlement requires the Indemnified Party to either (a) pay any monies in furtherance of such settlement or (b) admit any fault or wrongdoing, Supplier will not pay or agree to pay any asserted Claim under this Agreement without prior written approval from the Indemnified Party which approval will not be unreasonably withheld. Supplier shall have the right to select counsel with respect to the defense of any litigation, after consultation with the Indemnified Party. The Indemnified Party reserves the right, at its own cost and expense, to retain counsel to protect their own interests.

**11. MITIGATION OF DAMAGES; LIMITATION OF LIABILITY.** The parties shall have an affirmative obligation to mitigate their respective damages recoverable from the other party under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ASSIGNMENT UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

**12. MEDIA RELEASES.** All media releases, public announcements and public disclosures by either party, its employees, representatives or agents, relating to this Agreement or the subject matter of this Agreement, or using the other party's name, including without limitation promotional or marketing material, but not including any announcement intended solely for internal distribution by such party or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of such party, will be coordinated with and approved by the other party in writing prior to release. In no event shall Supplier use the name or marks, refer to, or identify Customer or any Customer affiliate in advertising or publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising, without the prior written consent of AGS and Customer.

**13. WORKPLACE SAFETY.** The parties acknowledge and agree that Customer is responsible for (i) maintaining a safe and legal workplace for Contract Workers, (ii) providing Contract Workers with adequate instructions and supervision for performing their assignments, and (iii) providing Contract Workers with information, training, and safety equipment for any hazardous substances present in Customer's operations.

**14. PERMITS AND LICENSES.** Each party will maintain in effect during the term of this Agreement, at its own expense, any and all federal, state and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

**15. FORCE MAJEURE.** Neither Supplier nor AGS shall be deemed to have breached the Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under the Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, pandemic, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than ten (10) days thereafter).

**16. TERMINATION.**

(a) **Termination for Convenience**. AGS may terminate this Agreement (a) at its convenience for any or no reason by giving Supplier written notice of such termination at least thirty (30) days prior to the effective date of such termination and (b) immediately in the event that the Customer Agreement is terminated. Supplier may terminate this Agreement at its convenience for any or no reason by giving AGS written notice of such termination at least thirty (30) days prior to the effective date of such termination.

(b) **Termination for Cause by AGS**. AGS shall have the right to terminate this Agreement immediately by written notice if Supplier materially breaches this Agreement (including any policy or procedure contained in the Supplier Manual).

(c) **Termination for Cause by Supplier**. Supplier shall have the right to terminate this Agreement if AGS

materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving written notice from Supplier specifying such default.

(d) **Termination for Insolvency**. A party will be deemed in material breach of this Agreement if such party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

Upon termination or expiration of this Agreement, Supplier must immediately return or transfer any property and information of AGS, Customer or the System Administrator in Supplier's possession, including all work, information or materials developed, being developed or in the possession or control of its Contract Workers. Supplier shall provide written confirmation of compliance with this provision.

**17. LABOR ORGANIZATIONS.** In the event Supplier enters into any collective bargaining agreement covering any of the Contract Workers assigned to Customer, Supplier shall have sole control and responsibility for and will be sole signatory with respect to all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

**18. CONTRACT TERMS AND CONDITIONS.** Supplier agrees that the terms, conditions, rules and procedures outlined in this Agreement with AGS will apply to Supplier and its Contract Workers while on Assignment at Customer. Supplier acknowledges and agrees to the terms listed in Customer's Supplier Code of Business Conduct at https://www.eversource.com/content/docs/default-source/pdfs/supplier-code-of-conduct.pdf?sfvrsn=d6d109c_17, which may be updated from time to time and which are incorporated by reference herein..

**19. COMPLIANCE WITH OTHER AGREEMENTS.** Supplier represents and warrants that the Assignment of its Contract Workers to the Customer engagement pursuant to this Agreement does not violate any provision in any agreement between and among Supplier, its Contract Workers and/or any third party.

**20. NOTICES.** Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by email, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement and sent to the attention of the following parties:

If to AGS:

Allegis Global Solutions, Inc.
7301 Parkway Drive S.
Hanover, MD 21076
Attention: General Counsel
Facsimile: 410-579-3136

with a copy to:

Allegis Global Solutions, Inc.
7312 Parkway Drive S.
Hanover, MD 21076
Attention: Director of Finance
Facsimile: 410-579-6011

If to Supplier:

< type Company Name>
< type Address 1 >
< type Address 2 >
< type City, State, Postal >
< type Attention to >

Unless otherwise stated in this Agreement notices, consents or other communications will be deemed received (a) on the dated delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

**21. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without reference to choice of laws, rules or principles.

**22. SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

**23. SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision of this Agreement. Any waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**24. ASSIGNMENT.** Supplier may not assign this Agreement, in whole or in part, without the prior written consent of AGS, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon the parties hereto, and their permitted successors and assigns. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

(a) Use of Subcontractors. The parties agree that Customer business needs may require that subcontracting relationships be entered into by Supplier. In such an event, the subcontractor workers shall be deemed to be Contract Workers of the Supplier for purposes of this Agreement. Supplier agrees that AGS may at any time revoke Supplier's privilege to provide such Contract Workers through subcontracting relationships. Supplier agrees to the following with respect to any subcontracting arrangements:

(i) Supplier remains obligated under this Agreement for the performance of the Supplier Services and hereby guarantees the subcontractor's fulfillment of all applicable Supplier obligations;
(ii) Supplier indemnifies AGS and Customer for all damages and costs of any kind, to the extent set forth in Section 9, incurred by AGS, Customer or any third party and caused by subcontractors to the same extent as if such action or omission was caused by Supplier;
(iii) Supplier shall require any subcontractor to consent in writing to any relevant terms and conditions set forth in this Agreement (including the relationship of the parties, ownership and use of intellectual property, confidentiality obligations, security requirements, AGS' right to conduct audits, and requirements regarding record-keeping and reporting) and to acknowledge in writing that AGS and Customer are intended third-party beneficiaries of such terms and conditions;
(iv) Supplier shall provide AGS with a quarterly report of all subcontracted positions and the third parties who filled those positions; and
(v) Supplier shall make all required payments to its subcontractors. If Supplier fails to pay a subcontractor, unless Supplier provides assurances reasonably acceptable to Customer and AGS that the non-payment will not adversely affect or encumber any Contract Services or Customer operations, AGS shall have the right (but not the obligation) to pay such subcontractor and to offset those amounts against amounts payable to Supplier.

**25. SETOFF/RECOUPMENT.** In addition to any right of setoff provided by law, all amounts payable to Supplier and its subsidiaries shall be considered net of indebtedness of Supplier and its affiliates/subsidiaries to AGS and its affiliates/subsidiaries; and AGS shall have the right to setoff against or to recoup from any amounts due to Supplier and its affiliates/subsidiaries from AGS and its affiliates/subsidiaries.

**26. DISPUTE RESOLUTION.** Supplier shall cooperate with AGS in connection with any dispute that may arise under the Customer Agreement that relates to performance by Supplier under this Agreement (including, but not limited to, providing relevant information and making its appropriate employees available to AGS, in each case to the extent reasonably requested by AGS).

**27. JURISDICTION; VENUE.** The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court in the State of New York and the parties irrevocably consent to the personal jurisdiction of such courts.

**28. INDEPENDENT CONTRACTOR.** In its performance of this Agreement, Supplier will at all times act in its own capacity as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner or joint venturer of AGS or Customer, nor will Supplier have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of either AGS or Customer. Supplier's Contract Workers assigned to Customer under this Agreement will remain personnel of Supplier and will not by reason of their Assignment to Customer become employees of Customer or AGS. Regardless of the nature or duration of any assignment with Customer, such

Contract Workers will not be entitled to participate in any of AGS' or Customer's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, medical, health, group, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. Supplier will cause each of its Contract Workers assigned to Customer to acknowledge in writing the application to such Contract Worker of the second and third sentences of this Section.

**29. THIRD PARTY BENEFICIARY.** The parties mutually agree that Customer is expressly named as third-party beneficiary of all rights granted to AGS under this Agreement, but Customer shall have none of the obligations imposed on AGS hereunder.

**30. SURVIVAL.** Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, but not limited to the confidentiality and data security provisions contained in Sections 5(l) and 5(m), and the indemnification provisions contained in Section 9 or elsewhere, shall survive any termination or expiration of this Agreement and continue in full force and effect.

**31. ENTIRETY.** This Agreement (together with the Supplier Manual) shall be the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated herein are superseded hereby. Supplier shall not be entitled to modify or amend any term or provision of this Agreement without securing the written consent of AGS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year shown above.

| **AGS** | **Supplier** |
|---|---|
| Signature: | Signature: |
| Print Name: | Print Name: |
| Print Title: | Print Title: |
| Date: | Date: |

**Attachment A – Right to Hire Fees**

A fee, determined in accordance with the following table, is payable by Customer if Customer hires or engages a Contract Worker ("**Conversion Fees**"):

| | Fee | Fee | Fee | Fee |
|---|---|---|---|---|
| | 1-30 Days of Service (Based on annual starting base salary) | 31-60 Days of Service (Based on annual starting base salary) | 61-90 Days of Service (Based on annual starting base salary) | 91+ Days of Service (Based on annual starting base salary) |
| Professional (IT, Accounting, Finance, Engineering) | 15% | 10% | 5% | 0% |
| | | | | |
| Administrative, Clerical | 20% | 15% | 10% | 0% |

"**Days of Service**" means the sum of all days billed to Customer for a given Contract Worker under this Supplier over the preceding 365-day period, irrespective of whether such days were consecutive or not, or whether there were breaks in service supported over such period of time.

**Attachment B – Insurance Requirements**

Supplier shall obtain and maintain pursuant to the terms of this Agreement the following types of insurance coverage, with minimum limits as set forth below:

| *Type of Insurance* | *Minimum Coverage Amount* |
|---|---|
| **A. Commercial Automobile Liability** Combined single limit on owned, hired and non-owned vehicles used in the course of providing Contract Services hereunder. | [redacted] |
| **B. Commercial General Liability** Coverage to include blanket contractual liability, broad form property damage and bodily injury, and personal and advertising injury liability. | |
| **C. Employers' Liability** Each employee for bodily injury by accident and disease. | |
| **D. Workers' Compensation** All states of operation. | |
| **E. Excess Liability Coverage** Excess of the general liability, commercial auto, and employer's liability insurance policies. | |
| **F. Professional Errors and Omissions** | |
| **G. Crime/ Fidelity** Including coverage to third parties. | |

1. Supplier shall deliver to AGS: (i) certificate(s) of insurance satisfactory to AGS in its sole discretion, evidencing the existence of all such insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any Contract Services to be performed by Supplier under this Agreement from or after the date of this Agreement; and (ii) additional certificates of insurance, satisfactory to AGS in its sole discretion, of the continued existence of all such insurance prior to the expiration of any such insurance.

2. Such insurance policies shall: (i) be maintained throughout the life of this Agreement, including any extensions; (ii) not be canceled until after thirty (30) days written notice to AGS; (iii) The most currently available AM Best rating for all insurers providing insurance under this Agreement shall be displayed on all certificates of insurance provided by Supplier to AGS.

3. Such insurance policies, with the exception of Crime/Fidelity, Workers' Compensation, Employer's Liability and Professional Errors and Omissions will include and reflect AGS and Customer as Additional Insured Parties.

4. The Professional Errors and Omissions policy shall be appropriate to Supplier's services. Coverage should be for a professional error, act or omission arising out of the scope of services shown in this Agreement.

5. The Crime/ Fidelity insurance policy shall cover third party losses and name AGS and Customer as loss payees.

**Attachment C - Customer IT Security Requirements**

**CORPORATE INFORMATION SECURITY REQUIREMENTS**

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

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

a. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number or taxpayer identification number; (b) identity protection personal identification number issued by the Internal Revenue Service; (c) driver's license number or state-issued identification card number, passport number, military identification number or other identification number issued by the government that is commonly used to verify identity; (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; and (e) user name or electronic mail address, in combination with a password or security question and answer that would permit access to an online account; or

b. Any information deemed by Eversource to be confidential and proprietary such as, but not exclusively, confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that Eversource desires to protect against unrestricted disclosure or competitive use.

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

3. Contractor shall provide Eversource with documentation, as provided by an independent third party, to certify that it satisfies the following **minimum-security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Eversource:

a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for protecting the Contractor's cyber assets and Eversource's Confidential Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;

b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;

c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;

d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;

e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;

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

g. Contractor has SDLC and change control processes in addition to associated security in place to ensure that only authorized hardware and software is installed on Contractor's network;

h. Contractor has security services such as anti-virus, anti-spyware, firewalls, scheduled patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc., and periodically test these services to ensure effective on-going operation;

i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;

j. all laptops used by Contractor to access or store PII shall be encrypted.

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

l. all records and files containing PII information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.

m. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.

n. Eversource has the right to audit Contractor's computer systems to ensure all such systems and Eversource information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements. The scope and testing methods of any such audit shall be mutually agreed upon and shall occur no more than once per calendar year (12 months) or as required by applicable law, except in cases of a data breach.

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

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

a. The "Framework for Improving Critical Infrastructure Cybersecurity" published by the National Institute of Standards and Technology;

b. The National Institute of Standards and Technology's special publication 800-171;

c. The National Institute of Standards and Technology's special publications 800-53 and 800-53a;

d. The Federal Risk and Management Program's "FedRAMP Security Assessment Framework";

e. The Center for Internet Security's "Center for Internet Security Critical Security Controls for Effective Cyber Defense";

f. The "ISO/IEC 27000-series" information security standards published by the International Organization for Standardization and the International Electrotechnical Commission; or

g. Title V of the Gramm-Leach-Bliley Act of 1999, P.L. 106-102, as Substitute House Bill No. 6607 Public Act No. 21-119 amended from time to time.

Contractor shall update their cybersecurity program from time to time in response to conform to any revisions to the foregoing in line with industry best practices.

5. The following provisions related to information security are hereby added to the Agreement to which these Requirements are attached:

   a. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;

   b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information as well as Eversource IT Security Requirements shall apply to all customer or employee information being managed by Contractor);

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

   d. Insurance shall be as set forth in Attachment B of the Agreement.

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

6. Security Incident Management:

   *a.* Eversource's Corporate Information Security (CIS) assists in responding to and investigating incidents related to misuse or abuse of Eversource or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Eversource or personal data, Contractor must take immediate action to report the incident to CIS *as soon as the incident is confirmed. Examples of incidents to be reported include, but are not limited to, confirmed network breaches or theft/loss of a computer.*

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

   c. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident if CIS is advised of such efforts promptly.

   d. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.

   e. When CIS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide aid and guidance to the Contractor to appropriately and timely resolve any incident.

**Attachment D – Background Screening Manual**

EVERSOURCE

# Background Screening Manual

Concurrence: [redacted] Director, Talent Acquisition

Effective Date: May 2023

## 1. Introduction

The purpose of this manual is to provide assurance that employees (and certain contractors and/or vendors) are screened in accordance with a program to provide a safe and secure work environment.

## 2. Applicability

This manual applies to all prospective Eversource Energy employees. In addition, this manual applies to all contractors/vendors who are retained under the managed staffing program and PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection) Critical Cyber Assets.

## 3. Definitions

3.1. Applicant - an individual seeking employment or contractor/vendor seeking to perform work representing Eversource Energy.

3.2. Contractor/Vendor - an organization or individual under contract to Eversource Energy to provide services.

3.3. Critical Cyber Assets – assets identified and designated as critical cyber assets as that term is defined in CIP-002 of the NERC Critical Infrastructure Protection standards.

3.4. Pre-Adverse Action – preliminary determination and notice to applicant that applicant's background check revealed negative information sufficient to deny employment.

3.5. Adverse Action – determination and notice to the applicant of decision not to hire the applicant based on result of background investigation and any additional information provided after the Pre-Adverse Action notice.

3.6. Employee - an individual who is presently employed by a company in the Eversource Energy system.

3.7. Management Sanctions – adverse management actions taken to ensure compliance with this company manual

## 4. Screening Objectives

4.1. The objectives of this program are to ensure: (1) a safe and secure work environment at Eversource Energy; (2) compliance with federal and state laws; and (3) that only those applicants, employees, and contractors/vendors who have successfully passed this documented

personnel risk assessment program are given cyber or physical access to critical cyber assets.

**5.** Background Investigations

5.1. Employees

Background investigations are required for all new hires. Human Resources/Talent Acquisition shall contract an investigation agency to initiate the background process by having the applicant complete the required documentation through online entry or other methods, as determined by Human Resources.

5.1.1. Once the contracted investigation agency has completed the background investigation, it will provide the report to Human Resources/Talent Acquisition.

5.1.2. An individual's background will be considered favorable when the following elements are satisfactorily completed:

5.1.2.1. Education Verification - Verification of high school or the highest post-high school claimed level of attendance leading to a degree, regardless of time.

5.1.2.2. Employment Verification - Verification of employment for the retrospective seven (7) year period, and additional time as may be necessary on a case-by- case basis.

5.1.2.3. References from former employer(s) - when available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

5.1.2.4. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Designated Nationals (SDN) list.

5.1.2.5. Sex Offender Registry - Consistent with the scope of the Criminal History Search, a search of sex offender database(s) will be conducted in the applicant's name in each state of the applicant's residence if a statewide repository is maintained and accessible as public record.

5.1.2.6. Criminal Record Search - criminal history for the previous seven (7) year period. iCORI state search is processed if the applicant has lived/worked in Massachusetts. (See iCORI Policy Appendix C).

5.1.2.7. Driver Record –Verification that a candidate possesses a favorable driving record and valid motor vehicle license, as may be applicable per individual job requirements.

5.1.2.8. Social Security Trace and Identity Verification - through a social security number trace.

5.1.2.9. Credit Check – Credit History verification is performed to establish the applicant's financial responsibility and credibility when related to job function. (Credit checks are conducted only for individuals hired into Treasury, Accounts Payable, Payroll and Procurement areas.)

5.1.2.10. Military History - if within the previous seven (7) year period, periods of military service shall be verified by receipt of DD214 or other verification.

5.1.2.11. Social Media Screening – FCRA-certified social media review is performed of all public, user- generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non- legally protected disparaging, derogatory or defamatory comments about Eversource or any of its subsidiaries or legacy companies.

5.1.3. Any derogatory information that would affect an individual's employment or representation will be reviewed and adjudicated as indicated in the screening matrix.

5.2. Contractors/Vendors

Background checks are initiated through the contractor's/vendor's employer agency, in accordance with the standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection)

Critical Cyber Assets at the request of Eversource Energy.

5.2.1. The individual's background will be considered favorable when all elements in Section 5.1 are completed in accordance with background screening matrix. With the exception of 5.1.2.9 (Credit Check) and 5.1.2.11 (Social Media), which are not requirements of a contractor/vendor background check.

**6.** Conduct of Background Investigation

6.1. Consent - A background investigation shall not be initiated without the knowledge and consent of the applicant. Upon request, the applicant shall be informed of the types of records that will be requested and reviewed. The applicant shall also be informed of his/her rights to review the information to ensure its accuracy and completeness. If an applicant is not willing or able to provide the required background information or consent for a background investigation to be completed, the applicant will be considered to have withdrawn from consideration for employment or representation.

6.2. The background investigation shall cover the retrospective period specified in the elements described below. A best effort attempt shall be made to obtain the required information and to document such attempts which address the individual's employment history, educational history, credit history (where applicable and permitted by law), criminal history, military service, and the individual's character and reputation. A significant negative event in any category that is outside the described time period may still be used to deny employment or representation. The elements of the background investigative program shall be addressed as follows:

6.2.1. Employment History - verification of employment for the most recent seven (7) year period, or longer as may be necessary on a case-by-case basis, through contact with the previous employer(s). The following information at a minimum shall be verified:

6.2.1.1. Date of the verification
6.2.1.2. Complete dates of employment
6.2.1.3. Reason for termination
6.2.1.4. Position held
6.2.1.5. If role is subject to Department of Transportation drug and alcohol regulations, additional information is requested in accordance with the Pipeline and Hazardous Materials Safety Administration ("PHMSA" and/or the Federal Motor Carrier Safety Administration ("FMCSA") regulations.

6.2.2. Education – Verify high school diploma and/or verify both the highest level of post-high school attendance leading to a degree. Records shall include at a minimum:

6.2.2.1. Person contacted
6.2.2.2. Date of the verification
6.2.2.3. Dates of attendance
6.2.2.4. Degree attained (if applicable)

6.2.3. Credit check - complete a check of the individual's credit history through the use of an established credit bureau (if applicable and permitted by law) (Credit checks are conducted only for individuals being hired into Treasury, Accounts Payable, Payroll, and Procurement areas).

6.2.4. Military History - If within the past seven (7) year period, military service shall be verified.

6.2.5. Social Security Trace - Verification through a social security number trace.

6.2.7. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list.

6.2.8. National Sex Offender Database Search – Verification that the candidate is not listed within this database.

6.2.9. Motor Vehicle Checks - Verification that a candidate possesses a favorable driving record and valid motor vehicle license, where applicable.

6.2.10. Social Media Screening – FCRA-certified social media review is performed of all public, user-generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non-legally protected disparaging, derogatory or defamatory comments about Eversource or any of the legacy companies.

6.2.11. References - When available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

7. Evaluation Criteria

7.1. In making the decision to grant/deny employment or representation, Eversource Human Resources/Talent Acquisition personnel (or contractor's/vendor's employer agency, in accordance with standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP at the request of Eversource Energy) shall consider the information obtained during the background investigation and the nature of the position being filled. This information shall be reviewed using the criteria specified in this document.

7.2. Criminal history information shall be evaluated and reviewed in accordance with state and local laws regarding reliance on/use of criminal history information. Relevance of the record to the position sought, the nature of the work being performed, the severity of the crime and the length of time since the crime was committed, the age of the person at the time the crime was committed, the nature of the work to be performed, evidence of rehabilitation or lack thereof, and any other relevant information whether provided by the applicant or requested supplementally, should be considered when making the final determination to grant/deny employment or representation.

7.3. Derogatory/adverse/flagged information will be reviewed utilizing the background screening matrix as guidance.

**8.** Management Sanctions

8.1. Individuals who willfully omit or falsify information submitted to support their application shall be denied employment or representation.

8.2. If a determination is made, based on the information as provided in section 5.1.2.6 of this policy, that the criminal record belongs to the applicant, and the applicant does not dispute the record's accuracy, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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

8.3 Before taking adverse action on an applicant's application for employment based on the applicant's criminal record, Eversource shall:

a) comply with the applicable federal and state laws and regulations;

b) notify the applicant in person, by telephone, fax, electronic or hard copy correspondence of the potential adverse employment action;

c) follow the FCRA pre-adverse process; and

d) in addition, for applicants in Massachusetts:

i. provide a copy of the CORI report and CORI policy;

ii. identify the information in the applicant's CORI that is the basis for the potential adverse action;

iii. provide the applicant with the opportunity to dispute the accuracy of the information in the CORI report;

iv. provide the applicant with a copy of DCJIS information regarding the process for correcting CORI; and

v. document all steps taken to comply with these requirements.

8.4. An individual whose background demonstrates any evidence of coercion, influence, or pressure that may be applied by outside sources to compel an individual to commit any act of sabotage or another act that would adversely reflect upon the individual's trustworthiness or reliability shall be denied employment or representation.

8.5. Individuals who have committed or attempted to commit or aided or abetted another who committed or attempted to commit, any act of sabotage or other act that would pose a threat to Eversource, themselves, or others, shall be denied employment or representation.

8.6. Individuals whose background check reveals any other significant negative information at any time may be denied employment or representation.

9. Records Retention

9.1 Background screening records will be retained following Company records retention policies and applicable state and federal requirements.

9.2 Eversource personnel who collect personal information shall safeguard the confidentiality of that information.

9.3 Access to computer-based information shall be granted to a level necessary to perform assigned duties and will be protected using software and passwords established for those purposes.

Background Screening Matrix

All material derogatory/adverse/flagged information uncovered as part of the screening process will be reviewed by Human Resources/Talent Acquisition or designated agency supplying contractor/vendor resources. This information will be used as permitted by law in conjunction with other available information to determine eligibility for employment, continued employment, or representation.

Assessment and review of derogatory/adverse/flagged information may be accomplished by direct interview with the individual, reviewing information supplied by the individual, and/or reviewing information supplied by others.

If the review process reveals that an adverse hiring or employment decision is dictated, Human Resources or a designated third-party background company, prior to taking adverse action, must complete and deliver to the applicant or current employee a "Notice of Intent to Take Adverse Action" letter, along with a copy of the background investigation report and a "Summary of Rights Under the Fair Credit Reporting Act." After consideration of the applicant's response, and if the decision to deny employment is confirmed, a "Notice of Adverse Action" letter must be issued to the individual. In Massachusetts, the Company will also comply with the CORI policy, attached and otherwise set forth in section 8.3 above. These actions are not the responsibility of Eversource for vendor/contractor applicants.

The following matrices may be used to determine the significance of negative information about the applicant and whether such information merits denial of employment or representation.

**Appendix A**

**EMPLOYEE SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Felony Convictions (Class A and B and Capital), Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List *** | F | F | F | F | F | F | F |
| Single misdemeanor (non-violent) conviction (including drug possession) *** | R | R | R | R | R | R | R |
| Other Felony convictions (not Class A/B/Capital), more than one misdemeanor, or single misdemeanor conviction for violence or computer crimes, all other convictions *** | R | R | R | R | R | R | R |
| One or more DUI/DWI * | R | R | R | R | R | R | R |
| Multiple DMV Moving Violation (s)* | R | R | R | R | R | R | R |
| Credit Past Due/Slow Pay** | R | R | P | P | P | P | P |
| Credit Account Charge Off** | R | R | R | P | P | P | P |
| Social Media Check | R | R | R | R | R | R | R |
| References (with negative information supplied) | R | R | R | R | R | R | R |

R = Review Committee will convene consisting of Talent Acquisition Lead, Talent Acquisition Director and Vice President, Employee and Labor Relations.
P = Pass F
= Fail

* If applicant is applying for a job requiring a CDL or which requires significant driving, these categories will require heightened scrutiny

** If applicant is applying for job in Treasury, Accounts Payable, Payroll or Procurement, these categories will require heightened scrutiny

*** Significant criminal history/violations beyond the 7-year period will be taken into account on a case- by-case basis

**Appendix B**

**CONTRACTOR/VENDOR SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Any Felony Conviction, Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List** | F | F | F | F | F | F | F |
| One or more misdemeanor convictions for violence or computer crimes** | F | F | F | F | F | F | F |
| Misdemeanor convictions for drug possession** | F | F | F | F | F | P | P |
| All other convictions not included in the above categories** | F | F | F | F | F | P | P |
| DMV – Multiple DUI / DWI* | F | F | F | P | P | P | P |
| Multiple DMV Moving Violation (s)* | F | F | F | P | P | P | P |
| References (with negative information supplied) | F | F | F | F | F | F | F |

P = Pass F
= Fail

* If contractor/vendor will hold a position requiring a CDL or which requires significant driving for the Company, these categories will require heightened scrutiny

**Significant criminal history/violations beyond the 7 years (when supplied) should be taken into account.

**Appendix C**

**EVERSOURCE CRIMINAL OFFENDER RECORD INFORMATION ("CORI") POLICY**

*Note: The parties contemplate that background checks and criminal history screenings will be performed in other States, not just Massachusetts and that for all such checks and screenings, the parties performing such checks and screenings will comply with all applicable laws and regulations.*

This policy is applicable to the criminal history screening of prospective and current employees, contractors, subcontractors, vendors, and interns.

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

**I.** CONDUCTING CORI SCREENING

CORI checks will be conducted only as authorized by the Massachusetts Department of Criminal Justice Information Services ("DCJIS") and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

**II.** ACCESS TO CORI

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

**III.** CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

**IV.** USE OF CORI IN BACKGROUND SCREENING

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

**V.** VERIFYING A SUBJECT'S IDENTITY

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

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

**VI.** INQUIRING ABOUT CRIMINAL HISTORY

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

**VII.**DETERMINING SUITABILITY

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

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

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

**VIII.** ADVERSE DECISIONS BASED ON CORI

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

**IX.** SECONDARY DISSEMINATION LOGS

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

**Attachment E - Contractor CIP Compliance Agreement**

**CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS**

| | |
|---|---|
| Staffing Supplier Name: | |
| Address: | |
| City, State, Zip: | |
| Primary CIP Contact Person: | |
| Primary CIP Contact Title: | |
| Primary CIP Contact Phone: | |
| Primary CIP Contact Email: | |
| Alternate CIP Contact Person: | |
| Alternate CIP Contact Title: | |
| Alternate CIP Contact Phone: | |
| Alternate CIP Contact Email: | |

This STAFFING SUPPLIER CIP COMPLIANCE AGREEMENT (the "Agreement") dated as of _____, 202_ is made by and between _____ ("Staffing Supplier") and EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its affiliates (collectively, the "Eversource").

WHEREAS, Eversource has Bulk Electric System ("BES") Cyber Systems ("BCS"), BES Cyber System Information ("BCSI" or CIP Information, as defined below), that are subject to the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards pertaining to the reliability and availability of the BES in North America that may be modified and revised from time to time, as identified by the versions adopted by Eversource (collectively the "CIP Standards");

WHEREAS, that parties agree that Staffing Supplier shall protect any confidential infrastructure information ("CII") that Staffing Supplier obtains access to in the course of performing work for Eversource, including certain confidential information pertaining to CCA as described in the applicable CIP Standards ("CIP Information");

WHEREAS, in conjunction with Staffing Supplier's performance of services or work authorized by Eversource in the managed services provider program administered by ALLEGIS GLOBAL SOLUTIONS, INC. ("MSP") for Eversource, Staffing Supplier, as a staffing agency whose assigned temporary workers' services involve authorized unescorted physical or cyber access to Eversource's BES or BCS and/or access to CIP Information stored on Eversource systems ("Work" or "Services"), upon the satisfaction of the terms and conditions and requirements set forth in this Agreement, Staffing Supplier employees, subcontractors or agents shall be duly authorized to perform the Work ordered by Eversource ("Authorized Personnel");

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Personnel Risk Assessment ("PRA") and Training Requirements:
    a. Prior to and as a condition of Eversource authorizing and granting access to cyber or unescorted

physical access to BCS for Authorized Personnel or access to BCSI, Staffing Supplier providing any Authorized Personnel must comply with the PRA documentation requirements, as well as training requirements as described below: in accordance with the following chart:

| Access Type | Impact Type | Requirement |
|---|---|---|
| Control Centers | High | PRA<br>CIP Training |
| Substations | Medium and Low | PRA<br>CIP Training<br>Substation Training** |
| BES Cyber System Information ((BCSI) Electronic Information) | High | PRA<br>CIP Training |
| | Medium and Low | CIP Training only |

** For Eversource NH, CT and MA-West, Substation training includes:

- Substation & Electrical Hazard Awareness
- Personnel Protective Equipment
- Job Safety Briefing
- Substation Access Module A
- Substation Access Module B

**For Eversource MA-East, Substation training is Instructor Led

b. **Security Awareness Training:** Staffing Suppliers must ensure that Authorized Personnel enroll in and successfully complete Eversource's CIP training and adhere to CIP training requirements and quarterly reinforcement communications issued by Eversource, as well as any other written requirements provided by Eversource (or MSP on behalf of Eversource) to Staffing Supplier. Staffing Supplier shall be responsible to ensure that Authorized Personnel re-perform the CIP training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

c. **Personnel Risk Assessment (PRA):** Staffing Supplier is required to provide satisfactory true and accurate documentation required for PRA for Authorized Personnel and provide such third-party certifications to MSP. Staffing Supplier shall be responsible to review such documentation to confirm that such documentation has been received and is in compliance with Eversource's requirements before notifying MSP and Eversource's Security that such Authorized Personnel have satisfied requirements, including, at a minimum, the following:

i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);
ii. seven-year criminal background check with standards that meet or exceed Eversource requirements, pursuant to **Schedule A,** which may be amended from time to time by Eversource in its discretion.; and
iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list. (https://sanctionssearch.ofac.treas.gov/ )

Staffing Supplier acknowledges and agrees that certain documentation will be

submitted to Eversource, including third party documentation from Eversource approved background check companies that: (1) confirm the identity of the Authorized Personnel; (2) confirm that Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list, and (3) confirm that the Authorized Personnel have satisfactorily completed the seven-year background check, **provided that in no event should the details of the background check report be submitted to the MSP System**. MSP shall review the documentation and certification presented by the Staffing Suppliers for each Authorized Personnel in order to verify that the PRA was completed and that it complies with Eversource's written requirements associated therewith and in accordance with the provisions in this Section 1 and shall execute **Schedule B** where indicated and submit to the designated Eversource Security representative.

d. Staffing Suppliers shall also provide MSP with an executed CONTRACTOR CIP COMPLIANCE AGREEMENT**.**

2. **Authorized Personnel List:** Staffing Suppliers are required to:
   a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Eversource's BCS ("Authorized Personnel List");
   b. update the Authorized Personnel List and notify Eversource and Eversource's designated Security representative in writing:
      i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b);
      ii. if any of Authorized Personnel is being or has been terminated for any reason, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning of such termination to the extent that Eversource's security does not already have knowledge of such termination, so that Eversource can take immediate action to terminate access rights at the time of termination and Staffing Supplier will update the Authorized Personnel List; provided, however, should the termination be initiated by Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change;
      iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning that CIP access is no longer needed to the extent that Eversource's security does not already have knowledge of such change so that Eversource can take the appropriate action to terminate access rights and Staffing Supplier will update the Authorized Personnel List; provided, however, should the decision that access is no longer needed be that of Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change.
   c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise Eversource of any changes;
   d. provide Eversource with a copy of the current Authorized Personnel List upon request; and
   e. ensure that all Authorized Personnel sign appropriate documentation which is set forth in **Schedule C** acknowledging and consenting to the release of limited personal information to the MSP and Eversource and that such persons will comply with Eversource's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.

3. **Authorized Personnel Certification:** Staffing Supplier shall provide to MSP and Eversource a completed certification form attached hereto as **Schedule B** for each Authorized Personnel certified by Staffing Supplier that a PRA has been performed in compliance with Section l(c). In addition, Staffing Supplier shall also provide MSP and Eversource with a **Schedule C** executed by Authorized Personnel indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.

4. **Indemnity:** Staffing Supplier shall defend and indemnify Eversource, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including reasonable legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have arisen out of, any breach of warranty or noncompliance of Staffing Supplier, its subcontractors, agents, or employees with their obligations under this Agreement or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

5. **Right To Audit.** Eversource shall have the right to inspect and audit all of Staffing Supplier's books, records, correspondence, receipts, PRA and CIP training records, and other documents to substantiate such party's compliance with the terms of this Agreement.

6. **CII and CIP Information Nondisclosure:** Staffing Supplier's personnel has been granted access to CII, including BCSI/CIP Information, and Staffing Supplier accepts and agrees and warrants and represents that it will keep such CII in confidence and trust subject to the following terms and conditions:

   a. The CII is being disclosed hereunder solely for the purpose of enabling Staffing Supplier to perform the Work. Staffing Supplier will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Staffing Supplier shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Work. Staffing Supplier shall limit disclosure of CII within its organization strictly to those persons that have been authorized by Eversource pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.

   b. Staffing Supplier will maintain written records of the persons to whom CII is distributed and provide such records upon request.

   c. In no event shall Staffing Supplier or any Authorized Personnel store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource. Staffing Supplier and its agents, employees, and representatives shall maintain the CII: (i) in a confidential and secure place; (ii) only on Eversource systems and in compliance with Eversource's information security requirements (iii) in compliance with CIP Standards for access to or storage of any CIP Information; and (iv) in compliance with Staffing Supplier's confidential information policies and procedures for the protection of highly confidential information, data or other tangible or intangible property of Staffing Supplier.

   d. Staffing Supplier shall indemnify and hold Eversource harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Staffing Supplier or by any employee, agent, or other representative of Staffing Supplier or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

   e. Staffing Supplier shall not transmit or further disclose the CII to any third party, provided, however, that the foregoing shall not prohibit the inspection and review only of such CII at Eversource's offices by a governmental authority or agency upon the issuance of: (i) an order compelling such inspection and review by a court of competent jurisdiction; or (ii) a protective order no less restrictive than the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Eversource waives compliance with the provisions hereof, the Staffing Supplier hereby agrees to furnish only that portion of the CII which the Staffing Supplier's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CII. Upon issuance of a subpoena seeking disclosure of CII, Staffing Supplier shall immediately notify Eversource and MSP and take all reasonable steps to limit disclosure of the CII. Staffing Supplier shall not reproduce or excerpt such CII during such inspection and review.

f. Staffing Supplier acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Staffing Supplier which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Staffing Supplier or as permitting Staffing Supplier to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

g. Staffing Supplier understands and acknowledges that Eversource will suffer immediate and irreparable harm in the event that Staffing Supplier fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Eversource and provide a remedy for a breach of this Agreement. Accordingly, Staffing Supplier agrees that Eversource will be entitled to monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of legal costs, to enforce the terms of this Agreement.

h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. In the event that Eversource, in its sole discretion, so requests, the Staffing Supplier will promptly deliver to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to Eversource upon request. If the Staffing Supplier is an employee of a federal or State agency, s/he must note that the information is not the property of the agency.

j. The CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to the Staffing Supplier, or any other person or entity, for the Staffing Supplier's use of any CII disclosed pursuant to this Agreement.

7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.

8. The Staffing Supplier understands and agrees that no failure or delay by Eversource in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Staffing Supplier acknowledges and agrees that upon written authorization by Eversource, the MSP may be authorized by Eversource to enforce Eversource's rights under this Agreement for the benefit of Eversource.

9. Staffing Supplier may not assign this Agreement without the prior written approval of Eversource.

10. This Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut provided that (a) if the CII pertains to BCSI entirely outside of the State of Connecticut then the laws of the State/Commonwealth where the BCSI is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Eversource (including legal process and procedure);. Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of Connecticut.

11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Eversource

(through MSP) within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.

13. Notice and Staffing Supplier Contact: Staffing Supplier shall designate, at all times during its performance of Work, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

| | |
|---|---|
| Staffing Supplier: _____ | Eversource Energy Service Company |
| _____ | _____ |
| SIGNATURE: | SIGNATURE: |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

**Schedule A**

CRIMINAL BACKGROUND CHECK STANDARDS MATRIX

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

**F- Fail**
**P- Pass**

**Schedule B**

**MSP/STAFFING SUPPLIER**
**Authorized Personnel Certification**:
(to be submitted to System)

Staffing Supplier hereby certifies that, in compliance with the CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS, Staffing Supplier has uploaded documents in the System for the individual listed below demonstrating that such individual has met the Personnel Risk Assessment (PRA) requirements in accordance with the NERC CIP standards, including a satisfactory Criminal Background Check Summary only, ID Verification requirements, and OFAC certification.

| Name of Authorized Personnel | PRA - 7 year Criminal Background Check Date | PRA- ID Verification Method and Date | PRA - Office of Foreign Asset Control's (OFAC) Certification (https://sanctionssearch.ofac.treas.gov) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Staffing Supplier: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**MSP Authorized Personnel Certification:**

MSP hereby certifies that pursuant to this Certification by the Staffing Supplier and the PRA documents in the System, Staffing Supplier has provided the PRA documents for the individuals listed above that are required to comply with the minimum PRA requirements in accordance with the NERC CIP standards set forth in Schedule A; provided, however MSP makes no certification as to the accuracy or authenticity of each document uploaded in the System and the Staffing Supplier remains solely responsible and liable for the truthfulness, legitimacy and accuracy of each document presented to MSP to verify.

MSP: ALLEGIS GLOBAL SOLUTIONS, INC.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**Schedule C**

CIP INFORMATION AND CII NONDISCLOSURE AGREEMENT
AND PERSONAL INFORMATION SHARING ACKNOWLEDGEMENT
(to be added to System)

As the undersigned Authorized Personnel, I acknowledge and certify that I have been advised by my employer, the Staffing Supplier, of the following terms and furthermore agree to comply with and abide by said terms:

a. Prior to starting the assignment, I will read and comply with Eversource's Critical Infrastructure Protection (CIP) standards policies and procedures as indicated on Eversource intranet at the link http://nunet.nu.com/NUCorporate/MyJob/cip/ . I also understand that I must complete the online General Awareness Training for the CIP standards.

b. I also consent to a Personnel Risk Assessment ("PRA") being conducted and understand that this is required because of my Cyber/Physical Access to Eversource confidential infrastructure information that I may access as part of my assignment. I understand that certain personal information required for compliance with the CIP - PRA requirements will be released to the Staffing Supplier, the MSP and Eversource to store on file for CIP documentation.

c. I acknowledge and understand that Confidential infrastructure information, including certain confidential information pertaining to Critical Assets or Critical Cyber Assets as described in Standard CIP-003-1, (collectively "CII") is being disclosed hereunder solely for the purpose of enabling me to perform services ("Work") as a Staffing Supplier employee for Eversource Energy Services Company, for itself and as agent for its affiliates ("Eversource"). I will not use CII directly or indirectly for an illegal or non-legitimate purpose. I shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for performance and completion of the Work. I will limit disclosure of CII strictly to those persons that have been authorized by Eversource in writing and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' written agreement as to the limitations on use and further disclosure as set forth in this Agreement.

d. I will maintain written records of the persons to whom CII is distributed and provide such records upon request.

e. In no event will I store any CII on an information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource.

f. I will not transmit or further disclose the CII to MSP, Staffing Supplier employing Authorized Personnel or third party, without Eversource's advance written consent.

g. I acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Authorized Personnel which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting me or Staffing Supplier or implying any right, title, or interest in the CII or permitting me or my employer, the Staffing Supplier, to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

h. I understand and agree that Eversource's rights and my obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. Upon the earlier to occur of my completion of services for Eversource, termination or upon Eversource's request, I will promptly return to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in my possession and upon Eversource's request provide Eversource with written certification of the return of all such CII. All CII provided to me is deemed to be on loan and must be returned to Eversource upon request.

j. All CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to MSP, Staffing Supplier, Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed to Authorized Personnel.

SIGNATURE: _____

NAME:_____

TITLE:_____

DATE:_____

**Attachment F – Assignment Attestation Form**

Eversource MSP

## Assignment Attestation Form

This document outlines all of the pre-employment requirements associated with your Contract Workers assignment at Eversource. These requirements are additionally outlined in your Allegis supplier agreement. This document must be completed in its entirety and uploaded to System with any needed supporting documents prior to Contract Worker starting.

Please reach out to the AGS Project Team with any questions.

Supplier Name: _____

Contract Worker Name: _____

| Requirement | Notes | Date Completed/Supplier Comments |
|---|---|---|
| Attachment G – Contract Worker Agreement | Signed and dated by Contract Worker and Supplier representative | |
| Code of Conduct | Signed and dated by Contract Worker and Supplier representative | |
| 7-Year Criminal History Search | County/Statewide | |
| 7-Year Criminal History Search | Federal | |
| Motor Vehicle Driving Record | If driving is a required job duty | |
| Social Security Trace | | |
| Education Verification | Highest Completed Level | |
| 7-Year Employment History | | |
| 2 Supervisor References | | |
| National Criminal Record Locator | | |
| Restricted Parties Search | | |
| 7-Year Sex Offender Registry Search | | |
| I-9 Identity Verification | | |

| Third-Party Background Check and Identity Verification Certification | From Third-Party Background Check Vendor | |
|---|---|---|
| 10-Panel Drug Test | 1. Marijuana<br>2. Cocaine<br>3. Phencyclidine (PCP)<br>4. Amphetamines (methamphetamines, MDMA, MDA, MDEA, ecstasy)<br>5. Opiates (codeine, morphine, heroin (6AM))<br>6. Benzodiazepines<br>7. Barbiturates | |
| | 8. Methadone<br>9. Propoxyphene<br>10. Methaqualone or oxycodone | |
| CIP<br><br>** if necessary | 1. Attachment D - Standard Contractor CIP Compliance Agreement for Contractors<br>2. Attachment D (Schedule B) - Authorized Personnel Certification form as proof of completion of the Personnel Risk Assessment<br>3. Attachment D (Schedule C) - Confidential CII Nondisclosure Agreement | |

I hereby confirm that the above requirements were completed and favorable as indicated.

Printed Name of Staffing Supplier Representative:

_____

Signature of Staffing Supplier Representative:

_____

Date: _____

**Attachment G – Contract Worker Agreement**

**CONTRACT WORKER AGREEMENT**

The purpose of this overview is to explain the main points of the Contract Worker Agreement. This document must be signed prior to starting an Assignment at Eversource Energy. If you have additional questions, please contact your staffing company.

**Section 1 –Contract Worker**
In Section 1, the Contract Worker understands and agrees that they may or may not be assigned to work at Eversource Energy and that, if assigned, they will, to the best of their ability, perform quality work. In addition, it clarifies that the "Contract Worker Agreement" does not form a binding employment agreement between the Contract Worker and Eversource Energy, but is only between the Contract Worker and his or her Employer (Staffing Company).

Section 1 also clarifies the Employee/Employer relationship between the Contract Worker and his or her Employer in regards to all forms of payment including but not limited to payment of time, reimbursement of expenses, benefits and employment taxes.

**Section 2 – Client Work Policies and Rules.**
In Section 2, the Contract Worker agrees to abide by the worksite policies and any codes of conduct presented to them and acknowledges responsibility for damage to Eversource Energy's equipment, property or business operations. In addition, the Contract Worker agrees to be responsible for his or her own safety while on assignment with Eversource Energy.

**Section 3 - Confidentiality and Non-Disclosure**
In general, this section defines what is considered confidential and what is not considered confidential. It also gains the Contract Worker's agreement to maintain confidentiality in regards to Eversource Energy's materials and agreement not to disclose confidential information.

**Section 4 - Injunctive Relief**
If a situation arises, whereby Eversource Energy learns of the disclosure or threatened disclosure of confidential information, this statement enables Eversource Energy to request a court injunction requiring the Contract Worker to stop disclosing confidential information.

**Section 5 - Work Product**
This section establishes that work produced or developed while on assignment will remain Eversource Energy's property with the exception of excluded inventions.

**Section 6 through Section 12- Agreement Terms**
Standard contractual terms are outlined in these sections.

**CONTRACT WORKER AGREEMENT**

This Contract Worker Agreement (the "Agreement") is made this _____day of _____, 20___

by and between _____ ("Contract Worker")
*Contract Worker – Individual Name*

and Contract Worker's employer,_____("Employer")
*Staffing Supplier Name*

WHEREAS, Employer has been engaged to provide certain services, including work performed on a temporary basis by Contract Worker, to Employer's customer, Eversource Energy Service Company, for itself and as agent for its affiliates ("Client") and

WHEREAS, Contract Worker may be assigned by Employer to work for Client on a temporary basis,

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Contract Worker

1.1 Contract Worker may be engaged to provide services to Client as an employee of Employer only, and not as an employee of Client. The Employer shall be the Staffing Supplier identified above. Contract Worker shall perform all services or work to the satisfaction of Client.

1.2 Contract Worker acknowledges and agrees that no employment relationship between Contract Worker and Client is created by this Agreement.

1.3 Contract Worker acknowledges and agrees that Employer shall be solely responsible for all payments to Contract Worker, including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Contract Worker acknowledges and agrees that Contract Worker is not eligible to participate in or receive any benefits under the terms of Client's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Client.

1.4 Contract Worker acknowledges and agrees that the cash payments and benefits which Contract Worker receives from Employer shall represent the sole compensation to which Contract Worker is entitled, and that Employer will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall Client be liable for any such obligations.

1.5 Contract Worker acknowledges and agrees that Client shall have no liability of any kind to the Contract Worker related to payment for the time worked, if any, for Client pursuant to this Agreement. Contract Worker hereby waives any claim he or she may have against Client related to such payment.

1.6 TEMPORARY EMPLOYMENT AGREEMENT AND WAIVER

In consideration of Contract Worker's assignment to Client, Contract Worker agrees that Contract Worker is solely an employee of Employer for benefits plan purposes and that Contract Worker is eligible only for such benefits as Employer may offer to its employees. Contract Worker further understands and agrees that Contract Worker is not eligible for or entitled to participate in any benefit plan offered by Client, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of Contract Worker's assignment to Client and regardless of whether Contract Worker is held to be a common-law employee of Client for any purpose, and therefore, with full knowledge and understanding, Contract Worker hereby expressly waives any claim or right that Contract Worker may have, now or in the future, to such benefits and agrees not to make any claim for such benefits.

Contract Worker hereby acknowledges and agrees as follows:

Contract Worker will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information Contract Worker gain through contact with materials or documents that are made available through Contract Worker's assignment at Client or that Contract Worker learn about during such assignment. Contract Worker will not disclose or in any way reveal or disseminate any information pertaining to Client or its operating methods and procedures that come to Contract Worker's attention as a result of this assignment. Under no circumstances shall Contract Worker remove copies or documents from the premises of Client. Contract Worker understand that Contract Worker shall be responsible for any direct or consequential damages resulting from any violation of this agreement. The obligations of this Agreement shall survive Contract Worker's employment by Employer.

Furthermore, in connection with Contract Worker's assignment to provide services to Client, Contract Worker agrees that any and all deliverables and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, products and other work product, relating to work Contract Worker perform while providing services to Client, or relating to matters disclosed to Contract Worker by Client in connection with work to be performed, or suggested by such matters, whether or not patentable, which are made or conceived by Contract Worker, solely or jointly with others, during the term of Contract Worker's assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter (collectively, "Work Product"), shall be the property of Client as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq*., and such shall be promptly disclosed to Client. Client shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said Work Product. Contract Worker shall, during any assignment to Client or at any time thereafter, provide to Client all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such Work Product and for the assignment or conveyance to Client of all right, title, and interest in and to such Work Product, patent applications, and letters patent issuing thereon.

Finally, unless authorized by Client, Contract Worker will not use any personal mobile device in performance of Contract Worker's job duties while on assignment at Client. Contract Worker will also comply with all Client policies and standards of conduct related to or applicable to Contract Worker's assignment.

2. Client Work Policies and Rules.

2.1 Contract Worker acknowledges and agrees that during the performance of Contract Worker's job duties for Client, Contract Worker will not violate any of Client's work rules and policies, including those specified in Client's Standards of Business Conduct. Contract Worker shall at all times comply with all rules, policies and procedures of Client as provided to Contract Worker by Employer, or Client. Contract Worker agrees that Contract Worker shall not harm Client's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with Client's business operations.

2.2 Contract Worker agrees that he or she enters onto Client's premises at his or her own risk and, to the fullest extent permitted by law, Contract Worker waives any claims he or she may have now or in the future against Client for personal injury or property damage arising out of or connected in any way with Contract Worker's presence on Client's premises or his or her assignment to Client.

2.3 Contract Worker agrees to abide by Client's Standards of Business Conduct.

3. Confidentiality and Non-Disclosure

3.1 For purposes of this Section, "Confidential Information" shall include all business or technical information, including proprietary information about costs, Client, pricing, profits, markets, sales, lists of Client, employees, potential employees, methods of doing business, plans for future development, information regarding matters of a technical nature, such as scientific, trade and engineering secrets, all "know-how", formulas, designs, secret processes, machines, inventions, computer programs (including documentation of such programs) and research projects, information obtained by examination of any product, design, production equipment or drawings thereof and any other information of a similar nature that is marked "Confidential" or that the Contract Worker knows or has reason to know is the confidential or proprietary information of Client or. Notwithstanding the forgoing, Confidential Information shall not include any information that:

3.1.1 is hereafter lawfully disclosed to the Contract Worker under conditions which do not restrict further disclosure or by a third party which did not acquire the Confidential Information under an obligation of confidentiality to Client, as the case may be;

3.1.2 properly came into the Contract Worker's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or

3.1.3 has become part of the public domain through no act or fault of the part of the Contract Worker.

3.2 Confidentiality The Contract Worker agrees that he or she will:

3.2.1 Maintain in strict confidence all Confidential Information of Client, as the case may be;

3.2.2 Use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to Client;

3.2.3 Not remove any copyright notices, trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information; and

3.2.4 Immediately notify Client, in writing of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.

4. Injunctive Relief Contract Worker acknowledges that it is likely to be difficult to value the damages sustained by Client, due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, Client, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

5. Term This Agreement shall be effective as of the date first written above, and shall remain in effect notwithstanding Contract Worker's termination of employment with Employer or termination of Contract Worker's assignment to Client.

6. Severability In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

7. Waiver This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.

8. Governing Law; Jurisdiction This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the Commonwealth of Massachusetts. All parties expressly consent to the jurisdiction of such courts.

9. Assignment Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of (i) the other party hereto, and (ii) Client. Any attempted or purported assignment of this Agreement without such consent shall be void.

10. No Inducements Contract Worker warrants and represents that he or she has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Client for any purpose. Contract Worker shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Client for any purpose.

11. Entire Agreement This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

12. IN WITNESS WHEREOF, the parties hereto have executed this Contract Worker Agreement as of the date first written above.

| Employer | Contract Worker |
| --- | --- |
| Company Name:_____ | |
| Print Name:_____ | Print Name:_____ |
| Signature:_____ | Signature:_____ |
| Date:_____ | Date:_____ |

**SCHEDULE 7 TO STATEMENT OF WORK**

**STAFFING SUPPLIER DIVERSITY AND SPEND REQUIREMENTS PLAN.**

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

b. **THIS SECTION IS APPLICABLE TO ANNUAL STAFFING SUPPLIER SPEND IN THE PROGRAM :** During the term of the Agreement, AGS will be required to submit plans regarding AGS' utilization and intended utilization of such SDB, WOSB, VOSB, SDVOSB, and HUBZone via email to supplierdiversity@eversource.comsupplierdiversity@eversource.com and appropriate Procurement Agreement through the designed Eversource process.

c. AGS may be required to submit plans regarding diversity spend. If required, AGS shall supply AGS' supplier diversity plan to Eversource within a reasonable time after the effective date of this Agreement (but in no event more than sixty (60) days after the effective date) and shall fully comply with such plan in performing the MSP Services. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

d. AGS agrees to maintain a minimum of forty percent (40%) and work with Eversource with a goal to attain fifty-five percent (55%) for the year 2025 and thereafter of the total Annual Spend under this Agreement to Staffing Suppliers that qualify for any of the diverse classifications identified in Section b, and the additional categories below. This percentage amount is to be based on the value of Services under this Agreement. Only Direct Diversity spend is acceptable in calculating total diverse amount.

☐ **Direct Diversity Purchases** – spend made by AGS directly associated with the Services AGS provides under this Agreement

AGS agrees to provide completed Direct Tier II Diversity Spend quarterly through the designated Eversource Process. Required Direct Tier II Diversity Spend details include but are not limited to diverse spend data with Staffing Supplier name, contact information, address, DUNS number and classification.

AGS acknowledges that Eversource may provide the names of potential diverse Staffing Suppliers to AGS for consideration in fulfilling the terms of this provision. AGS agrees to consider utilizing such diverse Staffing Suppliers in connection with this Agreement. Eversource reserves the right to request other diversity classifications at any time. AGS may also be requested by Eversource to participate at Eversource's expense in outreach efforts such as conferences and trade shows.

In addition to the Small Business Socioeconomic classifications as defined by the SBA, for the purpose of this provision Eversource may also allow the inclusions of other Eversource Recognized Diversity Classifications, which will be communicated and provided upon request.

Eversource Supplier Diversity Contact: [redacted]
https://www.acquisition.gov/far/

**SCHEDULE 8 TO STATEMENT OF WORK**

**PROGRAM MANUAL**

(Draft to be refined during Implementation)

# Client Managed Services
## Program Manual

**Program Manual**

The Program Office is the principal operator of the [PROGRAM] and the single point of contact for the staff at the covered [Client] locations that are obtaining contract personnel services. Please use this manual as a guide for all activities, processes, and interactions involved in the acquisition and management of contract services for [Client]. This manual describes the business processes, structure, operations, Supplier and Contingent Worker management procedures and performance standards used in the Program Office.

| Change Control Log | | |
|---|---|---|
| **Date** | **Section** | **Description** |
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***This Change Control Log is used to document the effective date of all changes to the Program Manual. The Program Office is responsible for following the policies and procedures documented in the most recent version of this Program Manual.***

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## 1 Glossary

The glossary contains terminology and acronyms that are specific to the project.

| Project Terminology Term | Definition |
|---|---|
| Allegis Global Solutions | The Managed Services Provider selected by [Client] to operate the [PROGRAM] solution. |
| Approver | Resource that approves requisitions, assignments, invoices, etc. There may be different approvers for requisitions, assignments, time sheets, and invoices. |
| [VMS] | The [VMS] web-based VMS application where the Supplier will respond to requirements for leased workers, review time & expenses for leased workers, review invoices created on the Supplier behalf, and manage the contingent workforce at [Client]. |

| | |
|---|---|
| Contingent Worker | A temporary worker at [Client]. This worker is an employee of the Supplier. |
| Labor Category | Labor / Job category (e.g., Admin / Clerical, Information Technology, Engineering, etc.) |
| Program Specialist/Program Coordinator | The Program Specialist/Program Coordinator(s) manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| Operations Manager | The Operations Manager is responsible for the day-to-day activities with a primary focus on meeting Service Level Agreements (SLA) and other performance metric goals. |
| Program Director | Allegis Global Solutions Program Director. This person works in the Program Office responsible for the entire operational success of the program. |
| **Abbreviations and Acronyms** | |
| MSP | Managed Service Provider |
| AGS | Allegis Global Solutions |
| VMS | Vendor Management System |

# 2 Introduction to the AGS Program Office

## 2.1 Introduction

The Program Office is the source of information between [Client] and the various Suppliers. Understanding its structure and function is the key to success of all parties involved. We will review the Program Office's organization and the roles and responsibilities of each member. The basic components of the [PROGRAM] are Hiring Managers, Suppliers, and Contingent Workers.
Our staff will strive to view requisitions and issues through the perspective of all parties. The [PROGRAM] and Suppliers will be measured by [Client] against a rigorous set of performance expectations. The Program Office staff will uphold the highest level of professional quality standards, customer service, vendor neutrality, and objectivity in all actions. A talented team of individuals and resources have been selected to manage and facilitate the Program:

| Contact Information | Roles and Responsibilities |
|---|---|

| | |
|---|---|
| First Name Last Name<br>Global Program Executive<br>email<br>xxx-xxx-xxxx | The Operations Manager is responsible for the day-to-day activities with a primary focus on meeting Service Level Agreements (SLA) and other performance metric goals. |
| First Name Last Name | The Program Specialist manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| First Name Last Name | The Program Specialist manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| First Name Last Name | NA Program Coordinator |
| First Name Last Name | The Program Specialist manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| First Name Last Name | The Program Specialist manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| First Name Last Name | Location 3 Program Coordinator |
| First Name Last Name | The Program Specialist manages the requirement submittal process, requirement validation, contingent employee on-boarding/off-boarding and provides 1st line support. |
| First Name Last Name | Location 4 Program Coordinator |

The Program Office is the first step in providing customer support to both [Client] and Suppliers and will be available during regular business hours: Monday through Friday during [Client] business hours. The Program Office will be closed all day on weekends and holidays.

### 2.2 Standard Program Office Activities

#### 2.2.1 Recruit Contingent Workers

The Program Office will be responsible for the administration of all staffing needs received by Hiring Manager to include the identification and scope of each job requisition, configuration of each job requisition through [VMS], and the screening and selection of candidates.

### 2.3 Program Office Requisition Evaluation Process

The most common communication between [Client] and the Program Office will be the submission of requisitions to initiate the standard process of recruiting candidates. However, in addition to these standard requisitions, other requisitions and scenarios will routinely come to the Program Office that will require the staff to discern the proper course of action to take in fulfilling the request. In addition to standard job requests, the Program Office may also receive service requests that fall outside the regular recruiting process. The Program Office will evaluate each requisition on a case-by-case basis and present to the [Client] sponsor, as necessary.

### 2.4 [VMS] Information

The Program Office will make use of the following technologies:

#### 2.4.1 [VMS]

[VMS] is the primary application supporting the entire business process from requisitioning Contingent Worker to, on-boarding and off-boarding activities and finally, time and expense collection. [VMS] controls contingent workforce management, staffing and total dollars spent. As a Vendor Management Solution, [VMS] provides unprecedented visibility into labor procurement costs, vendor quality and Contingent Worker engagement logistics.

#### 2.4.2 Salesforce.com

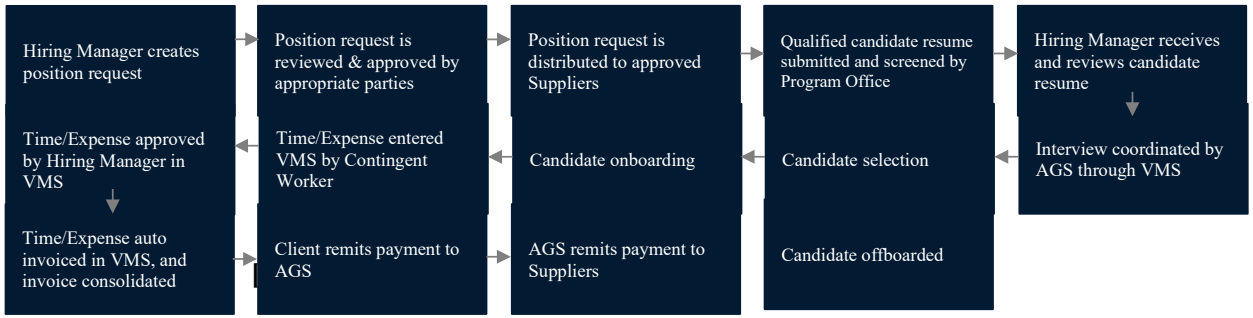
Salesforce.com is a web-based customer relations manager (CRM) solution used by the Program Office to record, track, follow-up, and report [PROGRAM] user issues. Salesforce.com is a secured site and allows users to track any issues related to the Program whether it is a technology issue or a user issue. It is a secured site that can be accessed at:

# 3 Contingent Worker Lifecycle

The following section explains the standard process and activities for which the Program Office is responsible. The activities include managing the staffing process that involves Suppliers, Hiring Managers and [VMS] for each [Client] Contingent Worker requisition. A Contingent Worker is an individual who is employed and paid by a third-party Supplier to perform work for [Client]. Contingent Workers receive their benefits, direction, and career development from their Supplier employer. Contingent Workers are not eligible to receive [Client] benefits or full performance reviews, and they should not attend [Client] functions (staff meetings, morale events, etc.) that are not required for the successful completion of the assignment. In general, Contingent Workers:

- Will conduct their work on-site at an assigned building and workspace
- Will (usually) receive pre-defined work and instructions from personnel at the [Client] location
- Will be billed hourly for task-oriented work
- May be provided equipment and/or materials required to complete the work by the Supplier, or may be provided some or all these tools by [Client] (depending on the assignment)

## 3.1 [Client] High Level Req-to-Check Process




## 4.1 Staff Augmentation

This section will include the business processes for the activities that will occur in future state as part of the program. This is not a technical specification document the intention is to provide a functional high-level overview of processes. Some processes may change in the future.

### 4.1.1 High Level Req-To-Check Process (HLP)

This process documents, at the highest level, many actions that take place in the lifecycle of procuring a contingent worker.

#### 4.1.2 Job Posting Creation (JPC)

This process documents the activities of creating a Job Posting in [VMS].

#### 4.1.3 Pre-identified Candidate (PIC)

This process documents the activities for creating a requisition when a candidate has already been identified.

#### 4.1.4 Candidate Submittal Process (CSP)

This process documents the activities for submitting a candidate for hire.

#### 4.1.5 Candidate Interview Process (CIP)

This process documents the activities for candidate interviews.

#### 4.1.6 Work Order Creation Process (WCP)

This process documents the activities around creating an offer.

#### 4.1.7 Onboarding Process (ONB)

This process documents the onboarding activities to hire a candidate.

#### 4.1.8 Time Entry Process (TEP)

This process documents the time entry process.

#### 4.1.9 Expense Entry Process (EEP)

This process documents the expense entry process.

#### 4.1.10 Work Order Revision (WOR)

This process documents the activities for revising an existing work order.

#### 4.1.11 Offboarding Process (OFB)

This process documents the activities for offboarding.

#### 4.1.12 Emergency Offboarding Process (EOP)

This process documents the activities of an emergency offboarding.

#### 4.1.13 Miscellaneous Fee Process (MFP)

This process documents the activities of a miscellaneous invoice.

#### 4.1.14 Location 3 Invoicing Process (INV)

This process documents the activities for invoicing.

#### 4.1.15 Location 4 Invoicing Process (INV)

This process documents the activities for invoicing.

#### 4.1.16 [Client] Approval Process (EAP)

This process documents the [Client] approval process.

# 5 Supplier Guidelines

## 5.1 Submittal Policies

### 5.1.2 Supplier Use of Sub-Vendors

All Contingent Workers providing services to [Client] must be W-2 employees of the Supplier; subcontracting or sub-vendor relationships are not allowed without the express written approval of AGS on a case-by-case basis.

### 5.1.3 Double Submittals / Right to Hire

A double submittal is defined as a candidate who is submitted to the same requisition by more than one Supplier. The Program Office will acknowledge the submittal from the Supplier that submitted the candidate first, according to the date/time stamp in [VMS]. If the second submittal for the candidate has a lower rate, then the program office will negotiate with the first supplier to match the lower rate.
When deciding regarding the enforcement of non-compete language, it is highly recommended that each Supplier evaluate whether they are acting in the best interest of [Client] and the Contingent Worker, and in accordance with local labor laws. If a Supplier fails to contact one of their former Contingent Workers about an open position, and another Supplier submits that candidate, ultimately filling the position, the former Supplier should not attempt to obstruct the Candidate's right to work.
Additionally, during the candidate submittal process, Suppliers will be required to indicate if candidate has worked for [Client] (including "other" operating companies) at any point in the past.

### 5.1.4 Pre-Identified Candidate

If a Hiring Manager has pre-identified a candidate, he/she can open a position request and pre-identify the desired candidate for the assignment. The Program Office will evaluate the request and contact the appropriate Supplier accordingly.

### 5.1.5 Tenure Rule

A Contingent Worker working on assignment at [Client] will be restricted to a limited assignment period. The assignment period is measured from the first day of assignment, regardless of the hours or number of assignments worked. A new assignment period can begin any time after a designated sit-out period has elapsed from the last day of the end of the temporary assignment. The new assignment would then initiate for a designated amount of time. This policy applies to all Contingent Workers.
All Contingent Worker Job Postings require the approval of FP&A (Finance) regardless of duration. All Job Posting will be initially opened for a 12-month period. All extensions must be submitted and processed in one-year intervals. Tenure Policy – 24 Months. Anything beyond 24 Months requires exception approval by [Client] HRS. Returning Workers need to hit a 3-Month break in Service time before returning to work at [Client] Location 4 and Location 3: 24 Months. In Location 4, if the Assignment needs to be ended early, the Manager is required to provide a 1-month mandate notice to the supplier. If he fails to do it, he needs to pay the remainder money -

e.g. - If the manager provides just 1 weeks' notice to the supplier, then the manager is obliged to pay for the rest of the 3 weeks - this is called notice in lieu. For Location 3, the Assignment Manager is required to provide a 1-month advance notice to the supplier in an event of closing the assignment early.

**5.2 The 'assignment period' cannot be reset until the designated term of the sit-out period has been completed, following the person ending the assignment. Submittal Procedures**

**5.2.1 Submitting Candidates**

As requisitions are made available to Suppliers in the [VMS] System, Suppliers should identify candidates as potential matches and submit their qualifications for consideration. In the requisition, the Hiring Manager will specify required qualifications that the Supplier's candidate must meet or exceed to pass [VMS]-based screening. Some examples of such qualifications are specific skills, years of experience, education, and certificates, etc. Suppliers are responsible for meeting with and verifying that their candidate information and documents are correct prior to submitting them to a request. Suppliers are required to submit the candidate resume in [VMS] when they submit their candidate to an open request.
When submitting the candidate, the supplier will input the "Security ID", the security ID is critical to assist with validating and limiting duplicate worker record. The security format is as follows: FFFLLLMMDDXXXX • FFF - First three characters of first name (if name only contains 2 letters, use "X" for third character), • LLL - First three characters of last name (If name only contains 2 letters, use "X" for third character), • MM – Two Digit Start Month, • DD – Two Digit Start date, • XXXX – Four Digit Start Year. Please enter values in CAPS only
Max 3 submittal defaults within the Job Posting creation. This field and value are editable and can be updated as needed. Suppliers should submit resumes within 48 hours of requisition release
The [VMS] System will flag duplicate submittals of candidates from multiple Suppliers. Duplicate submittals will be handled on a "first in" basis so that once a candidate has been matched to a request no other Supplier is able to submit that same candidate for that assignment. That candidate may be submitted to other open requisitions by any Supplier, again on a "first in" basis.

**5.2.2 Change of Start Dates**

If for any reason an accepted candidate cannot start on the agreed upon start date, the Supplier must immediately notify the Program Office, who will contact the Hiring Manager to review the start date proposed by the Supplier. This may affect the Supplier performance metrics and if the new start date is unacceptable to the Hiring Manager, the Hiring Manager may withdraw acceptance of the candidate.

#### 5.2.3 Contingent Worker Tax Setup in [VMS]

Suppliers will be responsible for determining the taxability of each Contingent Worker and assigning what they determine to be the appropriate tax rate for the Supplier portion of the invoice. Supplier will enter the tax rate when accepting the Work Order in [VMS] for a Contingent Worker.
Suppliers must reference internal policy and/or government information sites to determine appropriate tax application.

### 5.3 On-boarding Policies

#### 5.3.1 Non-Compete Clauses

When sourcing candidates, it is the Supplier responsibility to thoroughly explain any contractual obligations to the Contingent Worker, including any "non-compete language" they are about to sign. The Program Office will not get involved in the pursuit of non-compete violations or in settling disputes between Suppliers regarding candidate "ownership".

#### 5.3.2 Background Check

Suppliers will follow the background screening processes as listed in the Supplier Agreement. The background screening must be completed prior to the start of any Contingent Worker unless approved by the Program Office. If the screening is not complete by noon of the business day before the scheduled start date, the Supplier must notify the Program Office. Contingent Workers who do not pass their background check process should not be considered.
[Client] does acknowledge there are exception cases. If a BGC exception is made (with required approvals provided), there is an allotted 1-to-2-month timeframe to resolve the exception case. If BGC exception is unresolved within approved window, contingent worker must be offboarded.
*See appendix for Background Check Adjudication Matrix*

#### 5.3.3 Background Check Requirements

- Identification verification (Location 1, Location 2, Location 3, Location 4)
- Right to Work (Location 1, Location 2, Location 3, Location 4)
- Criminal Record (Location 1, Location 2, Location 3, Location 4)
- Previous Employment History Verification (Location 1, Location 2, Location 3, Location 4)
- Proof of education/qualifications (Location 1, Location 2, Location 3, Location 4)
- Bankruptcy (Location 4)
- Credit Check (Location 4)

#### 5.3.4 Drug Screening

If the Contingent Worker fails any of the post-offer, pre-employment criteria or has any discrepancies or irregularities (see Background Check Policy) the Supplier must immediately communicate to the Program Office the inability of the Contingent Worker to meet hiring criteria and must be withdrawn from the program.

### 5.4 On-boarding Procedures

#### 5.4.1 Confirming start date in [VMS]

After a Hiring Manager selects a Supplier's candidate through the [VMS] System, the Supplier must adhere to the following processes:

1. The Supplier will be presented an "Offer" in [VMS] that specifies the rate and the start and end date of the proposed assignment. If the terms are agreeable, the Supplier indicates their "acceptance" of the offer in [VMS].
2. Once an offer has been accepted, the Supplier must then complete the post-offer, pre-employment on-boarding tasks before the Contingent Worker can start work at [Client].

As each step is completed the Supplier indicates its completion in the [VMS] application. Verification of each step may be audited during standard program review meetings in the future.

#### 5.4.2 Supplier On-boarding Procedures

It is a contractual condition that all Suppliers must comply with [Client] pre-screening requirements. No candidate will start an assignment at [Client] without having completed all on-boarding documents. These documents must not be altered in any way. If altered or changed in any way, the document will be considered null, and void and the candidate will not meet [Client] hiring criteria. Suppliers will be responsible for ensuring that the following documents and policies have been reviewed with, and agreed to by, the candidate prior to the start of any assignment for a Contingent Worker on site at [Client]:

- CW Background Checks Vendor Attestation Form
- Acceptable Use Policy
- [Client] Code of Business Conduct
- Securities Trading Policy
- Whistleblower Policy
- Contingent Worker Policy
- Contractor Proprietary Information

### 5.5 Onsite Policies

#### 5.5.1 Time

Through [VMS], each Contingent Worker will be responsible for weekly entry and submittal of their hours worked for approval. The Program Office and Suppliers are responsible for managing the time-keeping process and ensuring that all active Contingent Workers are entering and submitting their time by the specified deadlines. Ultimately, it is the Supplier's responsibility to ensure their Contingent Workers are entering their timesheets. Please see Administration Section for Holiday schedule. The work instructions below detail the process of capturing Contingent Worker time. While following this process, the Supplier and Contingent Worker should be mindful of the following deadlines:

#### 5.5.2 Submittal & Approval Deadlines

Contingent Worker time is submitted weekly for approval and invoice processing. The following outlines the general deadlines for time capture and approval:

| Time Capture Action | Deadline |
|---|---|
| Contingent Worker Time Submittal for Approval | Monday 5:00 p.m. |
| [Client] Manager Timesheet Review and Approval | Tuesday 12:00 p.m. |

| | |
|---|---|
| Submission and Approval of **Corrected** Timesheets | Tuesday 12:00 p.m. (Location 1 and - local time) |

**5.5.3**

**5.5.4 Reporting Expenses**

Contingent Workers are required to submit expenses in [VMS], in accordance with [Client] Expense Policies. Expenses should be submitted within 45 days of occurrence. All Contingent Worker expense reports submitted late will require approval. The Program Office will audit every expense report to ensure it adheres to [Client] Contingent Worker Expense Policy

**5.6 Onsite Procedures**

**5.6.1 Timesheet Adjustments**

As indicated in the table above, any timesheets that are entered incorrectly or rejected by the [Client] Time Approver must be resubmitted and approved before Tuesday 12:00 p.m. (local time) to be invoiced during that invoice cycle. Any adjustments that need to be made after a timesheet has been approved will post during the invoice cycle when the final approval is completed.

**5.6.2 Modifying Assignments**

As a rule, bill rate changes are not accepted once an assignment has started. However, in the event a bill rate change is required, the Supplier should contact the Program Office to see if the request is valid for submission. If valid, the Program Office will contact the Hiring Manager for approval. If approved, the Hiring Manager will create an "assignment modification" which will route through the [Client] approval process; additional [Client] approvals may be required. Bill rate increases during an active assignment (this includes increases because of a job title change) will take effect on the first day of the week following their approval.

**5.6.3 Contingent Worker Registration in [VMS]**

Once the Supplier has updated [VMS] and all on-boarding tasks have been completed, the Contingent Worker will receive an email from [VMS] containing their login ID and temporary password. (Note: During the registration process the Supplier will need to enter an e-mail address for the Contingent Worker. It will need to be the Contingent Workers personal e-mail address or the Supplier representative personal e-mail. The Contingent Worker will not have a [Client] e-mail address at that time.)

#### 5.6.4 Extending Assignments

In the event a Hiring Manager determines the need to extend an assignment, they can create an "assignment extension" request in [VMS]. Once the additional spend and total Contingent Worker tenure is approved as required, the extension request will be routed to the Supplier for consideration. If the Supplier accepts the new term, the assignment extension takes effect in [VMS]. If the Supplier rejects the extension request (Contingent Worker is not available past the original end date), it is returned to the requestor with an explanation and the original end date remains intact.

#### 5.6.5 Reporting Illness or Incidents

Contingent Workers must notify a Supplier representative and Hiring Manager immediately following an on-the-job injury or illness. The following steps must be followed by a Contingent Worker who suffers an on-the-job injury or illness:

1. Notify the Hiring Manager and a Supplier representative immediately.
2. In emergency situations, proceed to the nearest emergency medical facility and obtain temporary medical care.
3. Provide a detailed explanation of the event. Include information such as the time, date, location, cause, and effect of the event.

### 5.7 Off-Boarding Policies

#### 5.7.1 [Client] Assets

If a Contingent Worker has not returned their [Client] assets (badge, laptop, cell phone, etc.) to the appropriate party at the end of their assignment (within 24 hours of termination), it is ultimately the responsibility of the Supplier/Hiring Manager/Program Office to recover and return those assets to the [Client]

### 5.8 Off-Boarding Procedures

#### 5.8.1 End of Assignment Procedures

The Supplier may be notified directly by the Program Office or through the [VMS] system of the end of assignment for each of its Contingent Workers. When notified that a Contingent Worker assignment is ending, the Supplier should contact the Contingent Worker off-site and inform the Contingent Worker of the last day of his/her assignment and that the Contingent Worker should not return to that assignment after that date. In certain situations, the Supplier will not receive notice of the assignment end until after the assignment has ended. If the End of Assignment notification process varies for any reason, the Program Office will instruct the Supplier of the required steps to off board their contract employees. All questions need to be addressed to the Program Office. It is also the responsibility of the

Supplier to ensure that any [Client] property, materials, information, or badges are recovered from the Contingent Worker and returned to [Client].

#### 5.8.2 Completion Guidelines

When a Supplier representative is notified by their Contingent Worker that they are leaving their [Client] assignment, prior to the assigned end date, the following steps must be taken:

- The Supplier should ask the Contingent Worker if the Hiring Manager was advised of the last day the Contingent Worker will work on the assignment and the reason the Contingent Worker is leaving the assignment.
- The Contingent Worker must also be instructed to turn in any [Client] assets to the appropriate party on his/her last day of work, unless otherwise instructed by the Program Office.
- The Supplier should immediately call the Program Office to inform them of the Contingent Worker proposed end date, the Hiring Manager of the end date, and when the notification took place.
- Unless instructed to do so, the Supplier should not contact the Hiring Manager.

After the shift of the Contingent Worker's last day, the Supplier should contact their Contingent Worker to confirm the following:

- All returned [Client] property and materials has been returned to the Hiring Manager
- The Contingent Worker's final timecard, and if applicable, expenses have been submitted
- The assignment has ended without incident

The Supplier should contact the Program Specialist/Program Coordinator to confirm that the Contingent Worker returned all [Client] property and materials. Lastly, the Supplier should monitor [VMS] to ensure the Contingent Worker no longer appears.

#### 5.8.3 Urgent/Immediate Off boarding

In the event of an immediate off-boarding situation the Hiring Manager is responsible for notifying the Program Office. The Program Office is responsible for contacting the Supplier and taking the necessary steps to off-board the Contingent Worker. If the Supplier is based near the [Client] site, it is the responsibility of the Supplier to escort the Contingent Worker offsite and ensure all assets have been returned. The Program Office will contact [Client] security to terminate Contingent Worker access. Additionally, it is the responsibility of the Supplier to ensure the Contingent Workers final time and expense is entered into [VMS].

### 5.9 Administration

#### 5.9.1 Appraisal and Evaluations

Suppliers should not contact Hiring Manager directly for feedback regarding the Supplier or Contingent Worker performance. All performance appraisals or evaluations will be provided by AGS as a part of the Supplier quarterly performance review. All requisitions for additional information should be routed to the Program Office. Suppliers must instruct their Contingent Workers that Suppliers and/or Contingent Workers are not permitted to ask for any appraisals, evaluations and/or letters of recommendation from any [Client] employee.

#### 5.9.2 [Client] Holiday Schedule

[Client] will not reimburse Suppliers for holiday hours unless work is performed on these days. There are two reasons for listing these holidays; one is that it allows the Supplier to notify the Contingent Workers when [Client] is generally closed, and two, when a holiday falls in the regularly scheduled work week, the Suppliers overtime or Sunday / Holiday bill rates might be calculated differently depending on the contracted rate.

#### 5.9.3 Holidays

| Location 1 |
|---|
| New Year's Day (observed) |
| Martin Luther King Jr Day |
| Presidents' Day |
| Memorial Day |
| Independence Day |
| Labor Day |
| Thanksgiving Day |
| Day After Thanksgiving |
| Christmas Day (observed) |
| [Client] designated Holiday Shutdown |
| [Client] designated Holiday Shutdown |
| [Client] designated Holiday Shutdown |
| [Client] designated Holiday Shutdown |

| **Location 2 (nationwide non-union)** |
|---|
| New Year's Day (observed) |
| Good Friday |
| Victoria Day / National Patriots' Day (QC) |
| Location 2 Day |
| Civic Day (ON & NL) / Heritage Day (AB) / British Colombia Day (BC) / Terry Fox Day (MB) / New Brunswick Day (NB) / Natal Day (NS) / First Monday in August (QC) |
| Labouré Day |
| Thanksgiving Day |
| Remembrance Day / Armistice Day (NL) |
| Boxing Day |
| Christmas Day (observed) |
| Designated [Client] Holiday |

| **Location 4** |
|---|
| New Year's Day |
| Chinese New Year |
| Chinese New Year |
| Good Friday |
| Labouré Day |
| Labouré Day (in lieu of 1 May) |
| Hari Raya Puasa |
| Vesak Day |
| Vesak Day (in lieu of 15 May) |
| Hari Raya Haji |
| Hari Raya Haji (in lieu of 10 July) |

| |
|---|
| National Day |
| Deepavali |
| Christmas Day |
| Christmas Day (in lieu of 25 Dec) |

| **Location 3** |
|---|
| Republic Day (S. No 1) |
| Holi (S. No 2) |
| Gudi Padwa /Ugadi (replaced with Floating Leave) (S. No 3) |
| Good Friday (S. No 4) |
| Maharashtra Day (replaced with Floating Leave) (S. No 5) |
| Id-Ul-Ftr (S. No 6) |
| Independence Day (S. No 7) |
| Janmashtami (S. No 8) |
| Ganesh Chaturthi (S. No 9) |
| Gandhi Jayanti (replaced with Floating Leave) (S. No 10) |
| Diwali -Laxmi Pujan (S. No 11) |
| Diwali - Bhaubeej (S. No 12) |
| Christmas (replaced with Floating Leave) (S. No 13) |
| Floating Leave (S. No 14) |

***Full Holiday List – (Location 5/Location 6)***



2022 Global Holidays .xlsx

***The [Client] Holiday Schedule can be modified at any time by notice to Supplier.***

**5.9.4 Placement Fee Schedule**

Please refer to the individual Supplier agreement.
Supplier acknowledges and agrees that the amount billable by Supplier to Customer with respect to each hour (or part of an hour) of Contract Services shall equal the applicable bill rate for such hour (or part of an hour) of Contract Services multiplied by the "Program Fee Percentage", and each invoice will be prepared accordingly. The Program Fee is intended to be a percentage of each dollar billed on all Contract Services provided by Contract Workers and Conversion Fees under this Agreement excluding any Customer approved expenses.

**5.9.5 Retention and Bonuses**

AGS will be collecting MSP fee on all Retention and Bonus spend serviced via AGS MSP program which attracts a supplier mark up.
If the Bonus do not have a supplier markup applicable- AGS will forgo MSP fee on this spend. However- for the purposes of rebate calculation, this spend will not be considered.
To clarify, any spend without MSP fee and VMS fee is excluded from the rebate, and [Client] does not receive the VMS fee % back.

**5.9.6 Shift Premiums**

Shift premiums apply to Contingent Workers who work designated shifts as set forth in the Supplier agreement. Please contact the Program Office with additional questions.

**5.9.7 Overtime Reimbursement**

Contingent Workers shall be paid overtime pay according to the overtime and minimum wage requirements of the Fair Labor Standards Act for hours worked more than the number of hours per week or day as stated by local, state, or federal wage and hour law.

### 5.9.8 OT and DT Multipliers

- US & Location 2:
  - OT Factors: 1.5x, DT Factors: 2x
- Location 3:
  - OT Factors: 2x DT Factors: 2x
  - Rate Methodology: Monthly
  - Sick Leave – 12/year
  - Privileged Leave – 15/year
  - 9 hours with break 1 hour break and 5 days a week working
- Location 4:
  - OT Factors: 1.5x post 44 hours a week; DT Factors: 2x if the worker works on a Sunday
  - Rate Methodology: Monthly
  - 14 days annual leave, 14 days sick leave and 60 days hospitalization as outlined by the Ministry of Manpower. In addition, all other statutory leaves.
- Location 6:
  - 20 days annual leave, 10 days personal leave and other leaves as per the fair Employment Act. In addition, all other statutory leaves.
- Location 5:
  - 14 days annual leave. Sick leave accrual of 2 days per month in accordance with Employment Ordinance, In addition all other statutory leaves.

### 5.9.9 Rate Calculators

| | | | |
|---|---|---|---|
| Insert object<br><br>Location 4 | Insert object<br><br>Location 4 EP | Insert object<br><br>Location 6 | Insert object<br><br>Location 5 |

### 5.9.10 Exempt Vs. Non-Exempt

Suppliers must determine if an Employee is exempt or Non-exempt based on the Contingent Worker skill set and the assignment. Non-exempt Employees are entitled to overtime pay while Exempt Employees are not. For example, "outside sales" Employees are exempt ("inside sales" Employees are Non-exempt). For most Employees, whether they are exempt or Non-exempt depends on (a) how much they are paid, and (b) what kind of work they do. These requirements are outlined in the FLSA Regulations (promulgated by the U.S. Department of Labor) www.dol.gov/esa/whd/flsa/

### 5.9.11 Billing and Payment

Contingent Worker timekeeping for invoicing and billing purposes only is facilitated through the [VMS] system. As referenced in the Contingent Worker Onsite Policies & Procedures section, time entry is completed by the Contingent Worker on a weekly basis and should be submitted on ***Mondays by 12:00 PM (local time)***. [VMS] will automatically generate an invoice on behalf of the Supplier. The Program Office submits this invoice on a weekly basis to the appropriate [Client] department for payment processing. AGS will remit payment within 5 business days of receiving payment from [Client]. Suppliers are held responsible for Contingent Worker time entry into [VMS]. Failure to comply may result in delayed payments or dismissal of Contingent Worker.

### 5.9.12 Annual Updates of Registrations

Once a Supplier is approved for participation in the program, the Suppliers are required to update registrations annually, as well as perform up to specified performance standards to maintain its approved Supplier status. On an annual basis, or as otherwise required, Suppliers must provide the following information to AGS (or to [Client] where noted):

- Financial Information - Most recent annual financial statements, or applicable letter or financial representation, within 90 days after the end of Supplier fiscal year
- Proper certificates of insurance
- Minority certificates, if applicable
- Any changes in ownership, business name, etc.

**5.9.13 Supplier Performance and Metrics**

[Client] and AGS will set a one-time initial review date of service levels within six (6) months of the go-live date. The purpose of this initial review period is to allow calibration of actual results of to determine how to appropriately grade performance. Upon completion of the initial review period, target service levels will be set and communicated to Suppliers. Thereafter, service levels will be measured monthly.


Supplier KPI.xlsx

**5.9.14 Auditing**

To ensure data integrity, contractual compliance and quality service, the Program Office and [Client] will conduct audits from time to time throughout the engagement.

**5.9.15 Parties Involved**

The financial and administrative arm of the Program Office or other Program designees will be conducting audits on behalf of AGS and is the liaison for any [Client] initiated audits. Representatives from [Client] Internal Audit or other [Client] designees may conduct [Client] audits.

**5.9.16 Scope**

All aspects of the program are subject to audit at any time. Selections are based on statistical sampling as well as focused areas of concern based on risk assessments or performance issues. Areas of focus will include:

- Background Check compliance
- On-boarding documents and Off-boarding procedures
- Performance metrics
- Vetting compliance
- Compliance with quality process and procedure representations (e.g., employee suggestion programs, etc.)
- Corrective Action Plans

- Treasury management, such as Time and Expense, or other treasury functions specific to this program

**5.9.17 Protocol**

The auditor will give the Supplier advance written notice of the nature and scope of the items to be reviewed and will conduct its audits during normal business hours. Audits may be conducted via site visits, mailed, faxed, or emailed correspondence, phone interviews, electronic/computerized reviews, or other methods as requested by the auditor.

**5.9.18 Results**

Results are communicated to the Supplier upon completion of the audit and are used as a performance metric to determine ongoing levels of participation in the program. Documentation is maintained to archive items reviewed. For unfavorable audit results, the Supplier may have an opportunity to present a Corrective Action Plan as further described below.

**5.9.19 Disciplinary Action**

Depending on the nature and severity of a performance issue, the Program Office, on behalf of [Client], may take one or more of the following disciplinary actions:

- **Warning –** The Program Office will issue a warning, notifying the Supplier of the performance issue.
- **Probation –** A Supplier is put on probation for a set period or until a performance issue is resolved. During this period, the Supplier is not eligible to submit candidates to open requisitions for services under the program.
- **Termination –** A Supplier agreement is terminated.

These actions are not necessarily followed in sequential order, depending on the nature and severity of the performance issue.

**5.9.20 Corrective Action Plans**

A corrective action plan is defined as a plan for correcting a process or quality issue within the [PROGRAM]. Suppliers will be measured monthly/quarterly on pre-defined Key Performance Indicators (KPIs) and a Service Level Agreement (SLA). In the event a deficiency is identified, a corrective action plan shall be initiated. If corrective action is required, the Program Office will have oversight of the

corrective action plan. If the Supplier is allowed to present a corrective action plan, the corrective action plan process will involve the following steps:

- The Program Office will identify and communicate performance issue to the Supplier.
- The Supplier will develop and deliver to the Program Office its Corrective Action Plan for approval
    - If approved, the Corrective Action Plan will be implemented accordingly
- The Program Office will audit Supplier compliance with its corrective action plan and verify that the plan is successful in correcting the performance deficiency.
- If the plan is unsuccessful in correcting the performance deficiency, the Program Office or [Client] may require the Supplier to submit a revised corrective action plan or follow the steps outlined in the Disciplinary Action section above.

# 6 Program Governance and Issue Resolution

This chapter describes the activities that will be conducted by [Client] to ensure that the [PROGRAM] meets and/or exceeds [Client]'s expectations.

## 6.2 Program Governance

### 6.2.1 Steering Committee

AGS and [Client] Executive leadership established a committee (the "Steering Committee) composed of appropriate representatives from each company. In addition to any other responsibilities set forth in the Master Services Agreement, the Steering Committee will be responsible for monitoring the general progress of the [PROGRAM], including, but not limited to, the performance of all services, the provision of all deliverables, and the ongoing operation, support, and maintenance of the [VMS] site. The Steering Committee will also analyze and attempt to resolve any other matters referred by either company.

### 6.2.2 Controls & Metrics – Business Reviews

As stated in the Master Service Agreement Statement of Work, the Program Office will ensure applicable controls and metrics are adhered to. The Program Office shall manage the formal process for continuous improvement of the performance of the [PROGRAM] through metrics, problem identification, root cause analysis, and recommendations of problem resolution.

### 6.3 Supplier Performance Management

#### 6.3.1 Supplier Key Performance Indicators and Service Levels

Supplier performance will be routinely measured using a variety of key performance indicators (KPIs) as well as held accountable for performance up to specified Service Level(s) to maintain their preferred Supplier status. [Client] will establish certain KPIs to measure preferred Suppliers participating in the Preferred Vendor Program. [Client] may, at its discretion, direct the Program Office to add, change, or delete KPIs based on market conditions. The Program Office will be responsible for notifying the Suppliers of any changes to KPIs. During the first six (6) months of the Preferred Vendor Program, KPIs will be developed by [Client] and the Program Office and measured to create a baseline for Suppliers' overall performance and establish targets and goals for different service categories. Fees at risk may be established for some of these KPIs as a part of a future sourcing event within the Preferred Vendor Program.
KPI's may include but not be limited to the following:

- Manager Satisfaction Survey score
- First Time Quality Ratio
- Failure to Start
- Program Compliance
- Time to Fill
- Supplier Pay Rate & Markup Management

### 6.4 [Client] Weighted Scorecard

#### 6.4.1 Service Level

Job Requisition Response Time, which is defined as: The percentage of requisitions issued to the Supplier through [VMS] in which the Supplier submits a minimum of one (1) qualified resume to [Client] within twenty-four (24) business hours for all job categories. Calculation = (Number of resumes submitted that meet the above criteria/ Total number of job requisition issued to Supplier through [VMS])
As referred to above, business hours will mean a ***24-hour day*** that runs continuously during business days but stops during non-business days. The clock would start at 12:00 a.m. (local time) on Monday and stop at 11:59 p.m. (local time) on Friday, for weeks without holidays. For example, if a job request is posted on [VMS] at 4:30 p.m. on Thursday, the Supplier will have until 4:30 p.m. (local time) on Friday to deliver at least one (1) qualified resume. If a job request for the same position is posted in [VMS] at 4:30 p.m. (local time) on

Friday, the Supplier will have until 4:30pm on Monday to deliver. Any activity that occurs during non-business days (requisition or resume submittals) will be deemed to have occurred on the first minute of the next business day.
At any time, [Client] may, at its discretion, direct the Program Office to add, change, or delete Service Levels. The Supplier will be advised by the Program Office of any changes to Service Levels.
[Client] will set a one-time initial review date of Service Levels within six (6) months of the go-live date. The purpose of this initial review period is to allow calibration of actual results of to determine how to appropriately grade performance. Upon completion of the initial review period, target Service Levels will be set and communicated to Supplier. Thereafter, Service Levels will be measured monthly.
[Client] reserves the right, at any time, to change distribution rules for job postings based on Supplier results for the above.

### 6.5 Monthly and Quarterly Reports

The Program Office, in collaboration with [Client], will appropriately measure and report on KPIs and Service Levels in compliance with the Staff Augmentation Services Agreement.

#### 6.5.1 Quarterly Reports

On a quarterly basis, starting on the tenth business ($10^{th}$) day of the calendar month following the calendar month of the go-live date and on the tenth ($10^{th}$) business day of each month thereafter throughout the term of the agreement, the Program Office, in collaboration with [Client], shall create the Quarterly KPIs and Service Levels Report.
The Quarterly KPIs and Service Levels Report shall include the following information:

- Supplier's quarterly quantitative performance for each KPI and Service Level
- Qualitative performance results for the Customer Satisfaction KPI
- "Root-cause analysis" and corrective action plan with respect to any KPI and Service Level below target during the preceding quarter

### 6.6 Corrective Action Plans

A corrective action plan is defined as a plan allowed and approved by [Client] for correcting a process or quality issue within the [PROGRAM]. The Supplier will be measured monthly/quarterly on pre-defined key performance indicators ("KPIs") determined by [Client] and/or the Program Office. Prior to initiating a plan, the Supplier may have the opportunity to present a corrective action plan to the Program Office or [Client] at their sole discretion. If corrective action is required, AGS will have oversight of the corrective action plan. If Supplier is allowed to present a corrective action plan, the corrective action plan process will involve the following steps:

- The Program Office will identify and communicate performance issues to the Supplier
- The Supplier will develop and deliver to the Program Office its corrective action plan

- The Program Office will liaise with [Client] to discuss proposed corrective action plan
- If approved, the Supplier will implement the corrective action plan accordingly
- The Program Office will audit the Supplier's compliance with its corrective action plan and verify that the plan is successful in correcting the performance deficiency
- If the plan is unsuccessful in correcting the performance deficiency, the Program Office or [Client] may require the Supplier to submit a revised corrective action plan

### 6.7 Disciplinary Action

The following actions may be taken at [Client] and/or the Program Office's discretion in the event of a performance deficiency by Supplier. Such actions may or may not be followed in sequential order depending on the nature and severity of the performance deficiency.

- **Warning** – The Program may issue a Supplier a warning, notifying the Supplier of a performance deficiency.
- **Probation** - In the event of any failure to meet the target or goal for any KPI as set forth above for two (2) consecutive months, such failure shall cause an immediate change in the tier in which Supplier is group pursuant to the Distribution Rules and/or inability to receive requisitions or submit candidates against open requisitions.
- **Termination** – This Agreement may be terminated in accordance with the Supplier Agreement.

### 6.8 Maintain Master Vendor List and Distribution Rules

Additionally, the Program Office is responsible, in conjunction with [Client] oversight, for the maintenance of the Master Vendor List of [VMS], including the addition and removal of Suppliers as required. This also includes the maintenance and update of all requisition distribution lists created through [VMS].

### 6.9 [VMS] - Supplier Distribution

Through [VMS], the Supplier community can be categorized in a variety of ways as needed by the [PROGRAM] and [Client]. Specific distribution rules will be determined by [Client], and the Program Office based on [Client] business needs. Current distribution rules are defined as follows:

### 6.9.1 Continuous Improvement Task

To ensure the continued viability of [VMS], the Program Office will establish and maintain a process for ongoing continuous improvement covering the significant aspects of Program performance. This activity is the joint responsibility of the Program Director, [Client] and/or the Program Committee. The sources for suggested improvements can be, but are not limited to:

1. Hiring Managers
2. Suppliers
3. Contingent Workers
4. [VMS] Personnel
5. Internal [PROGRAM] Personnel

Potential areas to be considered for improvement and the sources of supporting data are shown below:

| Areas for Improvement | Sources of Data |
|---|---|
| All performance categories measured by SLAs | SLA Reports and data gathering methods |
| Customer Service | Help Desk database<br>Problem Resolution reports<br>Manager/Contingent Worker surveys<br>Core Team meeting debriefs |
| Technology Performance | [VMS]<br>System User Community |

Continuous improvement activities and results should be reported periodically to the Steering Committee.

### 6.10 Program Governance/Sponsor

The Program Director and [Client] executive leadership will establish a committee composed of appropriate representatives from each company. In addition to any other responsibilities set forth in the Master Services Agreement, the Committee will be responsible for monitoring the general progress of the [PROGRAM], including, but not limited to, the performance of all services, the provision of all

deliverables, and the ongoing operation, support, and maintenance of [VMS]. The Committee will also analyze and attempt to resolve any other matters referred by either company.
The Committee will meet once per quarter, or more frequently as requested, within at least ten (10) business days of prior written notice. The meetings will include discussion of performance reports prepared by the Program Office as well as any significant events that have occurred since the previous meeting. Meetings will be held in-person, or by phone if requested by [Client]. The Program Director will be responsible for preparing an agenda for each meeting, with input from a [Client] executive. Either the Program Director or [Client] may replace any of its own appointed Committee members, at any time, at each party's discretion, upon written notice to the other party.

### 6.11 Controls & Metrics – Business Reviews

As stated in the Master Service Agreement Statement of Work, the Program Office will establish reasonable controls and metrics that will enable [Client] to verify the Program's measurements with respect to its performance to Service Level Agreements. The [PROGRAM] shall manage the formal process for continuous improvement of the performance of the Program through metrics, problem identification, root cause analysis, and recommendations of problem resolution.

#### 6.11.1 Business Reviews

The Program Office will conduct the following business reviews with [Client]:

6.11.1.1 Monthly Business Reviews

The Program Office will conduct monthly operational reviews with [Client]. The reviews will include (but will not be limited to): performance metrics; headcount reports; cycle-time metrics; spending; accomplishments; future initiatives; changes in Program staffing; communications; open issues (as identified by Salesforce.com or other means); strategy for issue resolution, and corrective actions implemented during the month. In addition, the Program Director will discuss with [Client] at such review any additional issues that they may have with respect to the Program.

6.11.1.2 Quarterly Business Reviews (QBR)

The Program Office will conduct quarterly business reviews with [Client]. The quarterly business reviews will include (but will not be limited to):

- **Performance Reviews:** analysis from prior quarter's metrics; trends/root cause indications, progress/improvements & associated drivers; Supplier performance summary & AGS role; cost savings; challenges & potential solutions; satisfaction survey results, interpretations & action plan; stakeholder feedback highlights.
- **Road Map & Initiatives:** Progress against Client Value Roadmap; Quarterly Value Projects; Other plans for upcoming quarter (s).

- **Centers of Excellence Updates:** Labor Market Analytics; Supplier Base management; Employment Branding; Diversity & Inclusion; Strategic Sourcing.
- **Technology Partner Update:** Program Tech Platforms- strategic and tactical update; AGS Technology Directions- anticipated benefits to [Client], product development updates; Tech Trends- Impacts to [Client] future state strategizing.
- **Innovation & Industry Updates:** Innovation- strategies and initiatives, innovation platform/events, product development pipeline; Industry & Market Trends- Labor analytics, legislative updates and trends, HR trends, Competitor Data.

In addition, the Program Director will discuss with [Client] at such review any additional issues that they may have with respect to the Program.
The Program Director will document the Monthly and Quarterly Business Reviews and provide such documentation to [Client] for use as one measure of AGS' performance of the Services. The Program Director will coordinate the scheduling of Quarterly Business Reviews with Corporate Procurement.

6.11.1.3 Consolidated Invoicing

The Program Office is responsible for providing [Client] with weekly consolidated invoices of all Contingent Worker Time & Expense, MSP fees, and any other charges to [Client]. Additionally, the Program Office will receive payment from [Client] for all invoiced services and forward them to each Supplier for remittance. [Client] will only be invoiced for Contingent Worker hours, expenses, and adjustments that have been approved through [VMS] by the Hiring Managers.

## 7 Internal Processes

### 7.2 Salesforce.com

For a license, complete the License Request Web Form here:

### 7.3 QRG's

For training documentation, access QRG's via the Training folder in Salesforce.com here:

### 7.4 Issue Resolution Expectations

The hours of operation for the Program Office will be from 8:00 a.m. – 5:00 p.m. EST, Monday - Friday.
The Program Office will field incoming calls from customer regarding issues regarding any aspect of the services provided through the [VMS] site. The Program Office staff will strive to answer incoming calls within twenty (20) seconds for all calls. Any call that is not resolved on the initial call will be assigned a trouble ticket number for tracking and reporting purposes in Salesforce. If the case cannot be resolved by the designated Program Coordinator within 24 hours, the issue will be escalated to the Program Director. All issues must have every step of the

resolution process entered the open ticket for documentation so future Coordinators are able to search out the resolution. Most issues should be resolved on the initial call; but for those not resolved immediately, issue resolution must not exceed the following without [Client] approval.

### 7.5 Issue Resolution Timeframe

| Time Passed Since Initial Call | % Of Outstanding Issues Resolved |
|---|---|
| Within 4 hours | 90% |
| Within 24 hours | 95% |
| Within 48 hours | 100% |

## 8 Business Continuity & Disaster Recovery

### 8.2 Executive Summary

The Program Office has taken precautionary measures and has implemented procedures to protect business processes, electronic data processing, voice/data network services and critical business units that are housed within the Program Office location. The potential for short term or even extended interruption of one or more critical business processes required for business operations cannot be eliminated, but the business impact risk factor can be reduced by implementing the Business Continuity Plan. To differentiate between restoring Business Continuity and the need for Disaster Recovery, listed below are definitions of each concept that will be used by the AGS Emergency Management Team (EMT):

#### 8.2.1 Implementing Business Continuity

AGS will provide contingencies relative to resumption of partial or full disruption in our ability to provide services for the [PROGRAM]. The Program Office will implement business continuity to its operations when an event has occurred that has temporarily interrupted our operations (i.e., network drop, power failure) or there is a need to reduce the possibility of an operational disruption, (i.e., employee flu epidemic or possibility of terrorism) that could potentially impact the Program.

#### 8.2.2 Declaring a Disaster

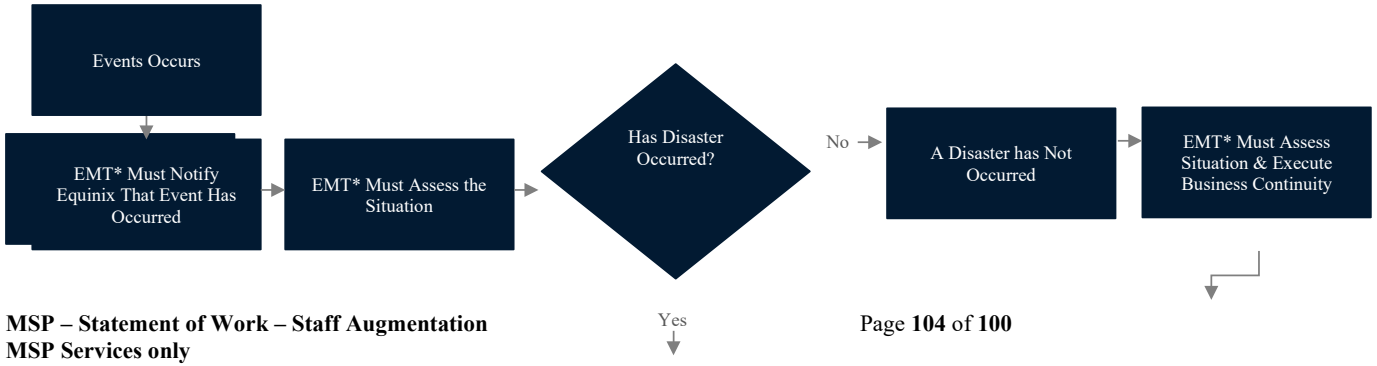
The Program Office has developed a disaster plan that will cover the data, hardware, and software critical for to restart operations in the event of a natural or human-caused disaster. The EMT will assess the impact of the business disruption to determine if its severity and length justifies the declaration of a disaster.

The Program Office has implemented procedures to protect critical electronic data processing, network services and critical business processes should an interruption occur. The Program Office has defined in the contents of this document a disaster as any incident such as fire damage, water damage, commercial utilities failure, biological contamination or natural disaster that causes extended service interruption.
Detailed Disaster Recovery procedures related to the Program Office's electronic data processing; voice/data network services required for operation of the Program are maintained by the AGS Corporate Information Systems (IS) Division.
The AGS Help Desk provides access to all corporate support departments and is responsible for maintaining all 350 plus Allegis Global, Inc. offices throughout the U.S. and abroad and has extensive practical experience in dealing with all aspects of business continuity.
Additionally, detailed Disaster Recovery procedures for third party applications utilized at the Program Office, such as Salesforce.com and [VMS], are independently maintained by these vendors and are not included in this document.

#### 8.2.3 Confidentiality of Disaster Events

In the event the [PROGRAM]'s Disaster Recovery Plan needs to be activated, the responsibility for external communications and for coordination of communications to executive management will be assumed by the Emergency Management Team. All others involved in the recovery action should limit their communications to the Program Office employees involved in the recovery and to vendors supporting the recovery effort.
The news media and/or competitors to the [PROGRAM] may be aware that an event has occurred and may seek additional information. Employees are not to release information to outside parties. Disaster and Program Office recovery operations are confidential to the organization and will only be released on a need-to-know basis. AGS Executive Management will determine what information, if any, will be released to the media and public, and will determine the timing of the release. All members of the organization, in particular the recovery teams, need to be aware of the confidential nature of recovery operations and to exercise appropriate levels of discretion.

### 8.3 High Level Process and Activities






| Event | High-Level Activities |
|---|---|
| 1. Event Occurs | |
| 2. Emergency Management Team Assessment | 1. Contact Program Director<br>2. Assess scope of situation and determine if disaster should be declared. Components to be considered when declaring a disaster include:<br>a. Anticipated prolonged outage of critical business system(s)<br>b. Scope of physical damage to the facility<br>c. Status of support staff<br>d. Status of communications capability<br>e. Initial assessment of the problem resolution plan |
| 3. Business Continuity Plan | 1. The Program Office will take appropriate action based on the event or situation, (i.e., relocate to alternate site, utilize back-up network, etc.) to maintain business operations.<br>2. Contact Program Director |

| | |
|---|---|
| 4. Declare Disaster | 1. Contact Program Director<br>2. Contact Allegis Global, Inc. Help Desk, if appropriate<br>3. Contact Building Management, if appropriate<br>4. Contact appropriate key contacts and affected third party vendors. |
| 5. Implement Disaster Recovery Plan | Implement appropriate disaster recovery and business continuity plans. |
| 6. Restore Normal Operations | Establish permanent operations once emergency has concluded. |

### 8.4 Roles & Responsibilities

This plan is based on a support team (i.e., Network, Telecom, Hardware, Facilities) recovery methodology. All detailed recovery actions are the responsibility of designated AGS teams charged with maintaining their own recovery procedures. Successful execution of emergency recovery procedures by each team is dependent upon the experience and the knowledge of personnel and serves as the foundation of any recovery effort, regardless of the level of business disruption or outage. A high degree of interaction among teams is required to achieve the goal of restoring the environment to an operational level.
The Emergency Management Team (EMT) oversees the overall recovery effort and to ensure the business operation continues or is restored as quickly as possible. Specific teams will be engaged as required, dependent upon the specifics of an emergency. Other team responsibilities are maintained in respective plans. Listed below are the key responsibilities of the EMT.

#### 8.4.1 Emergency Management Team (EMT)

The EMT is comprised of Senior Level Management. The EMT is charged with managing the implementation of the required business continuity activities, i.e., decision support/authority/disaster declaration. Specific duties of the EMT are, but are not limited to, the following list of responsibilities:

- Assess the situation and determine if the situation warrants a disaster declaration
- Initiate calls to the disaster recovery service providers, including third party vendors
- Interface with Corporate Communications and other executive management
- Interface with the Building Property Manager
- Interface with Allegis Global Legal department, if required

- Make all final decisions regarding to the occupation of alternative, interim and permanent locations
- Control the content and distribution of information pertaining to the incident to the affected users and press through various mediums

### 8.5 Recovery Plan

#### 8.5.1 Influenza or disease outbreak

In the event an AGS office experiences an increased number of absences due to employee or employee family illness, AGS is prepared to enact one or more of the following options to ensure essential business operations continue:

1. AGS Hubs: Utilize AGS Hubs for backup and support of essential business functions. AGS has several hub offices which support one or more programs geographically located throughout North America. While processes differ slightly from one account to the next, the core AGS operational business processes follow a standardized framework which allow for additional program support with minimal ramp-up time from each hub location if necessary.
2. Flex Team: AGS's Flex Team is comprised of resources which are responsible for supporting ongoing operations for all AGS accounts during implementation or for unforeseen circumstances. This team can support AGS account's essential business functions, when required, due to potential resource shortages.
3. Staff Reallocation: In times of increased account activity, AGS can reallocate support resources across multiple accounts. Should an account experience increased absenteeism, potentially effecting essential business functions, AGS can reallocate resources from other accounts to fill this void.

#### 8.5.2 Technology Resource Recovery

Detailed Disaster Recovery procedures related to AGS electronic data processing, voice/data network services required for operation of the [PROGRAM] are maintained by the Allegis Global, Inc. Corporate Information Systems (IS) Division. The Allegis Global, Inc. Information Systems Division is responsible for maintaining all 350 plus Allegis Global, Inc. offices throughout the U.S. and abroad and has extensive practical experience in dealing with all aspects of business recovery. All Allegis Global, Inc. support services are reached via a single point of contact, the Allegis Global, Inc. Help Desk.
Detailed Disaster Recovery procedures for third party vendors utilized at the [PROGRAM], such as Salesforce.com and [VMS], are maintained by the vendors and are not included in this document. On an annual basis, AGS will monitor Disaster Recovery testing for all third-party vendors to ensure they are executed and review the results for quality.

### 8.6 Plan Update Procedures and Guidelines

Natural ongoing changes in the IT and business function environments at AGS, and the effect of these changes on the company's Disaster Recovery Plan, necessitates a need to establish ongoing updated procedures and guidelines. The Operations Manager is the focal point for the AGS Business Continuity & Disaster Recovery Plan ongoing maintenance. The Operations Manager will oversee a complete review/audit of the information contained in this plan as well the referenced documents referred to in this plan. A review/audit will be conducted on an annual basis and required changes, additions or deletions to the plan will be made as appropriate.
The annual review does not negate the requirement for more frequent updates due to known changes for reasons such as:

- Change of key disaster recovery personnel contact information such as business/home/cell phone numbers
- A change in key disaster recovery personnel
- Additions/changes/deletion of third-party vendors from the Program. This includes changes in contact information and personnel involved in disaster recovery at each vendor
- Additions and/or changes to the disaster recovery plan that are the responsibility of Allegis Global, Inc., and/or third-party vendors.
- Changes in business procedures that would significantly affect the recovery process

**NOTE:** These organizations are required to regularly inform AGS of changes in any procedure that may affect this plan.
This Disaster Recovery Plan is maintained in hardcopy form at the Program Office, as well as electronically on the Allegis Global, Inc. network. As changes and/or updates occur, the Program Director is responsible for updating the document and the Change Control Log.

### 8.7 Periodic Training

Upon any updates to the Business Continuity & Disaster recovery plan, the Program Director is responsible to ensure that all appropriate Program Office members are immediately trained. New employee orientation will include Business Continuity and Disaster Recovery training.
On an annual basis, the Business Continuity & Disaster Recovery plan will be distributed and reviewed in a Program Office staff meeting. The intent of these meetings is to refresh all employees on the plan should an event or disaster occur. All training will be recorded in the AGS Training Log and maintained by the Program Director.

### 8.8 Emergency Contact Information

#### 8.8.1 Allegis Global Solutions Resources

| Representative | Title/Function | Office | Mobile |
|---|---|---|---|
| First Name Last Name | Sr. Mgr., Technology Operations & Partner Management | xxx-xxx-xxxx | xxx-xxx-xxxx |
| Allegis Global Help Desk | Access to all Allegis Global, Inc. Support Services [Infor. Services, Telecom, Real Estate, etc.] | xxx-xxx-xxxx | |
| First Name Last Name | Allegis Group, Executive Director of Enterprise Operations | xxx-xxx-xxxx | xxx-xxx-xxxx |

#### 8.8.2 [VMS]- Technology Resources (Allegis System Technical Support)

| Representative | Title/Function | Office | Mobile |
|---|---|---|---|
| First Name Last Name | Director – Account Services | xxx-xxx-xxxx | xxx-xxx-xxxx |
| First Name Last Name | Manager – Command Center | xxx-xxx-xxxx | xxx-xxx-xxxx |

#### *8.8.3* [Client] Sponsors

| Representative | Title/Function | Office | Mobile |
|---|---|---|---|
| First Name Last Name | | | |
| First Name Last Name | Procurement Manager | email | xxx-xxx-xxxx |

| Representative | Title/Function | Office | Mobile |
|---|---|---|---|
| First Name Last Name | Procurement Manager | email | xxx-xxx-xxxx |

### 8.9 Emergency Communication Plan

**Purpose**

The Emergency Communication Plan is designed to be a quick reference for determining critical communications during a business disruption (**Note**: For this document, a business disruption is defined as all or a portion of the business operations or critical systems not functioning at a satisfactory level). Listed below is an outline containing the communication process and recommended content for the status calls:

**Process**

A. If a business disruption occurs, the following must take place:

Assessment:

1. The Program Director will contact the Program Coordinators by mobile phone (if not available a voice mail will be left) to review the situation.
2. The EMT will convene to review the event and conduct a preliminary assessment of the situation. The EMT will contact the necessary [VMS] contact person to gather all required information regarding the status of the situation, actions being taken and prepare a report. A follow-up status communication conference call is scheduled with the [VMS] contact person involved.
3. The Program Director will open a Help Desk Ticket to track the event and outline the situation and AGS Business Continuity actions.
4. The Program Director will implement the appropriate communications to the Program Office staff, clients, business partners and [VMS]. Intent of this communication is to fully apprise all appropriate parties of the situation and any role they are expected to play.

B. If a disaster is declared, the following must take place:

Disaster Declaration:

1. The EMT will contact the Program Director to communicate the situation. A review of the Business Continuity options will be discussed, and a determination will be made as to next steps required to mitigate the impact on the business. If appropriate, the [Client] IS representative will be contacted, advised of the situation, and the next scheduled status update.

2. The EMT will contact the necessary AGS Leaders and [VMS] staff to implement the appropriate Disaster Recovery (DR) and Business Continuity Plan (BCP).
3. Regularly scheduled status calls are conducted until services are restored. All involved personnel are updated as to the status of the situation, current plans, and estimate for completion.

C. Resolution - upon resolving the event and normal business operations have been restored, the following must take place:

Business Review

After the system has been returned to a stable state and the root cause analysis has been completed, a Business Operations meeting will be held with AGS, [VMS] and the Program Director. The objective of the meeting is to review a summary of the disruption, answer any questions and identify any remaining open items that need to be resolved prior to closing the Help Desk Ticket.

**Status Calls**

Frequency & Facilitation:

1. Status calls should occur at a minimum of every two hours.
2. AGS EMT member will be responsible for facilitation of calls.
3. Audience includes: AGS EMT members along with appropriate service providers as required.

Status Call Agenda:

1. What is the Program Office experiencing from the field? Problem diagnosis.
2. Types of calls, types of issues, types of users, etc.
3. The goal is to communicate any information that will be beneficial to diagnosing the issue.
4. This information is also helpful for determining the mitigation plans that may be required.
5. Update of current technical status, if appropriate:
6. Cause known?
7. Solution Identified? If so, time estimate for re-establishment of service is communicated.
8. Determine if mitigation plans are required.
9. Assign the creation/implementation of mitigation plans to the appropriate subgroups.
10. Subgroup has separate planning meetings/calls as required.

11. Spokesman from subgroup discusses status on next scheduled status call.

### 8.10 High-Level Disaster Assessment Guide

The intent of the High-Level Disaster Assessment Guide is used to provide direction for assessing an event to determine if a disaster has occurred. It is intended to provide high-level assessment guidelines only.

**Background Information**

1. Who did we contact?
2. When was initial contact made (Date & Time):
3. What is the general description of the problem?
4. What key areas are affected?
    a. What is the scope of the damage to the facilities?
    b. What is the status of the support Resources?
    c. What is the status of the Business Systems?
5. Is the entire key area affected, or just a subset?

**Problem Assessment**

1. Are business operations able to continue without full resolution?
2. What is the current understanding of the root cause of the problem, if known?
3. What is the understanding of the impact of the problem?
4. Are communications systems operational?
    a. Email
    b. Internet
    c. Telecommunications
    d. Cell phone
5. What current steps are underway to troubleshoot the issue more fully?
    a. Are these standard procedures, or not?
6. What is the current anticipated timing for problem resolution?
    a. 1 hour or less
    b. 4 hours or less

c. 1 day or less
d. Unknown
e. Other

**Impact Assessment**

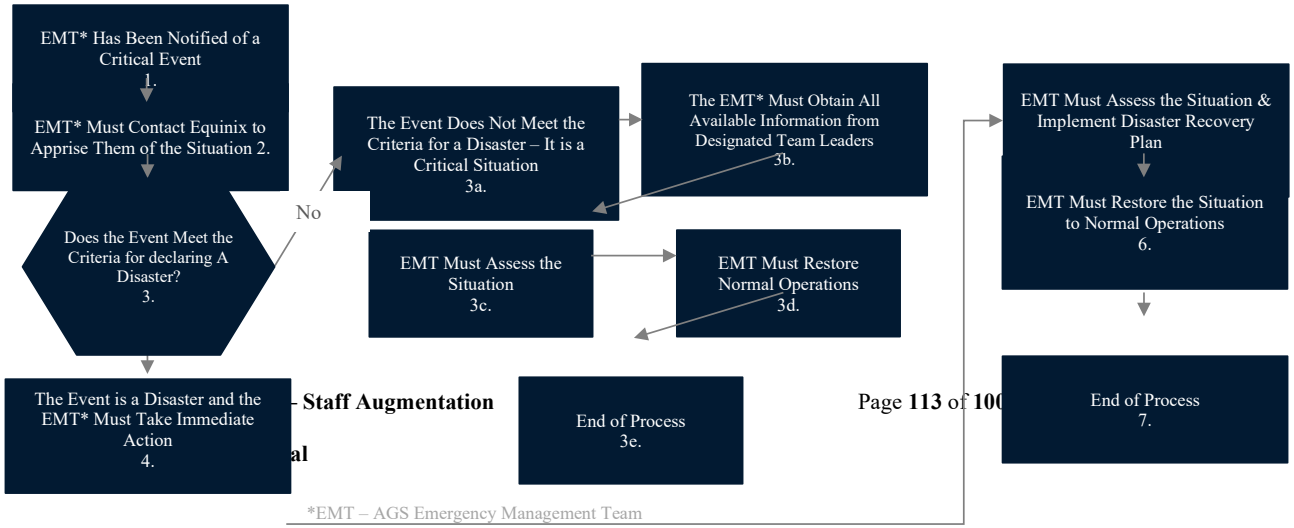
7. What end-users' groups are impacted by the problem?
   a. Program Office staff
   b. [Client] end-users
   c. Suppliers
   d. Service Providers
8. Is the entire end-user group affected, or just a subset?

**To declare a disaster, determine the following:**

1. Does the problem cause a business system interruption to the [Client] end-user without a known work around?

Is the time to resolution greater than 4 hours? *If the answer is yes to these two questions, then a disaster should be declared.

### 8.11 Plan Process (Primary Process)



# 9 Appendix

**Navigating the Appendices**

Please note that throughout the appendices, the reader will be able to access important information about the [Client] account by clicking the links indicated by a blue line underlining the text. By clicking these links, the reader will be moved to the document's appendix materials, and by clicking anywhere on the appendix material, the reader will be brought back the location last viewed in main appendix area.

## 9.2 Location 2 OT Rules

**Location 2 OT Rules:**

## 9.3 Location 3 Leave & OT/DT Policies

**Location 3 Leave & OT/DT Policies:**

a. Sick Leave – 12/year
b. Privileged Leave – 15/year

- Working Hours

a. 9 hours with break 1 hour break and 5 days a week working

## 9.4 Legal Entity & Location

**Legal Entity & Location**

**Valid Legal Entities**

### 9.5 Rate Calculators

**Rate Calculators**

| | | | |
|---|---|---|---|
| Insert object | Insert object | Insert object | Insert object |

### 9.6 Questions

**If managers have questions about hiring or invoices they can contact: email**

### 9.7 Attestation Acceptance/Guidelines

**List of Vendors where Attestation form Is acceptable**

**EXHIBIT C**

**EVERSOURCE BACKGROUND SCREENING MANUAL**

EVERSOURCE

# Background Screening Manual

Concurrence: [redacted] _____
[redacted] Director, Talent Acquisition

Effective Date: May 2023_____

1. **Introduction**

The purpose of this manual is to provide assurance that employees (and certain contractors and/or vendors) are screened in accordance with a program to provide a safe and secure work environment.

2. **Applicability**

This manual applies to all prospective Eversource Energy employees. In addition, this manual applies to all contractors/vendors who are retained under the managed staffing program and PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection) Critical Cyber Assets.

3. **Definitions**

3.1. Applicant - an individual seeking employment or contractor/vendor seeking to perform work representing Eversource Energy.

3.2. Contractor/Vendor - an organization or individual under contract to Eversource Energy to provide services.

3.3. Critical Cyber Assets – assets identified and designated as critical cyber assets as that term is defined in CIP-002 of the NERC Critical Infrastructure Protection standards.

3.4. Pre-Adverse Action – preliminary determination and notice to applicant that applicant's background check revealed negative information sufficient to deny employment.

3.5. Adverse Action – determination and notice to the applicant of decision not to hire the applicant based on result of background investigation and any additional information provided after the Pre-Adverse Action notice.

3.6. Employee - an individual who is presently employed by a company in the Eversource Energy system.

3.7. Management Sanctions – adverse management actions taken to ensure compliance with this company manual

4. **Screening Objectives**

4.1. The objectives of this program are to ensure: (1) a safe and secure work environment at Eversource Energy; (2) compliance with federal and state laws; and (3) that only those applicants, employees, and contractors/vendors who have successfully passed this documented

personnel risk assessment program are given cyber or physical access to critical cyber assets.

5. **Background Investigations**

5.1. Employees

Background investigations are required for all new hires. Human Resources/Talent Acquisition shall contract an investigation agency to initiate the background process by having the applicant complete the required documentation through online entry or other methods, as determined by Human Resources.

5.1.1. Once the contracted investigation agency has completed the background investigation, it will provide the report to Human Resources/Talent Acquisition.

5.1.2. An individual's background will be considered favorable when the following elements are satisfactorily completed:

5.1.2.1. Education Verification - Verification of high school or the highest post-high school claimed level of attendance leading to a degree, regardless of time.

5.1.2.2. Employment Verification - Verification of employment for the retrospective seven (7) year period, and additional time as may be necessary on a case-by-case basis.

5.1.2.3. References from former employer(s) - when available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

5.1.2.4. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Designated Nationals (SDN) list.

5.1.2.5. Sex Offender Registry - Consistent with the scope of the Criminal History Search, a search of sex offender database(s) will be conducted in the applicant's name in each state of the applicant's residence if a statewide repository is maintained and accessible as public record.

5.1.2.6. Criminal Record Search - criminal history for the previous seven (7) year period. iCORI state search is processed if the applicant has lived/worked in Massachusetts. (See iCORI Policy Appendix C).

5.1.2.7. Driver Record –Verification that a candidate possesses a favorable driving record and valid motor vehicle license, as may be applicable per individual job requirements.

5.1.2.8. Social Security Trace and Identity Verification - through a social security number trace.

5.1.2.9. Credit Check – Credit History verification is performed to establish the applicant's financial responsibility and credibility when related to job function. (Credit checks are conducted only for individuals hired into Treasury, Accounts Payable, Payroll and Procurement areas.)

5.1.2.10. Military History - if within the previous seven (7) year period, periods of military service shall be verified by receipt of DD214 or other verification.

5.1.2.11. Social Media Screening – FCRA-certified social media review is performed of all public, user-generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non-legally protected disparaging, derogatory or defamatory comments about Eversource or any of its subsidiaries or legacy companies.

5.1.3. Any derogatory information that would affect an individual's employment or representation will be reviewed and adjudicated as indicated in the screening matrix.

5.2. Contractors/Vendors

Background checks are initiated through the contractor's/vendor's employer agency, in accordance with the standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection)

Critical Cyber Assets at the request of Eversource Energy.

5.2.1. The individual's background will be considered favorable when all elements in Section 5.1 are completed in accordance with background screening matrix. With the exception of 5.1.2.9 (Credit Check) and 5.1.2.11 (Social Media), which are not requirements of a contractor/vendor background check.

## 6. Conduct of Background Investigation

6.1. Consent - A background investigation shall not be initiated without the knowledge and consent of the applicant. Upon request, the applicant shall be informed of the types of records that will be requested and reviewed. The applicant shall also be informed of his/her rights to review the information to ensure its accuracy and completeness. If an applicant is not willing or able to provide the required background information or consent for a background investigation to be completed, the applicant will be considered to have withdrawn from consideration for employment or representation.

6.2. The background investigation shall cover the retrospective period specified in the elements described below. A best effort attempt shall be made to obtain the required information and to document such attempts which address the individual's employment history, educational history, credit history (where applicable and permitted by law), criminal history, military service, and the individual's character and reputation. A significant negative event in any category that is outside the described time period may still be used to deny employment or representation. The elements of the background investigative program shall be addressed as follows:

6.2.1. Employment History - verification of employment for the most recent seven (7) year period, or longer as may be necessary on a case-by-case basis, through contact with the previous employer(s). The following information at a minimum shall be verified:

6.2.1.1. Date of the verification
6.2.1.2. Complete dates of employment
6.2.1.3. Reason for termination
6.2.1.4. Position held
6.2.1.5. If role is subject to Department of Transportation drug and alcohol regulations, additional information is requested in accordance with the Pipeline and Hazardous Materials Safety Administration ("PHMSA" and/or the Federal Motor Carrier Safety Administration ("FMCSA") regulations.

6.2.2. Education – Verify high school diploma and/or verify both the highest level of post-high school attendance leading to a degree. Records shall include at a minimum:

6.2.2.1. Person contacted
6.2.2.2. Date of the verification
6.2.2.3. Dates of attendance
6.2.2.4. Degree attained (if applicable)

6.2.3. Credit check - complete a check of the individual's credit history through the use of an established credit bureau (if applicable and permitted by law) (Credit checks are conducted only for individuals being hired into Treasury, Accounts Payable, Payroll, and Procurement areas).

6.2.4. Military History - If within the past seven (7) year period, military service shall be verified.

6.2.5. Social Security Trace - Verification through a social security number trace.

6.2.7. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list.

6.2.8. National Sex Offender Database Search – Verification that the candidate is not listed within this database.

6.2.9. Motor Vehicle Checks - Verification that a candidate possesses a favorable driving record and valid motor vehicle license, where applicable.

6.2.10. Social Media Screening – FCRA-certified social media review is performed of all public, user-generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non-legally protected disparaging, derogatory or defamatory comments about Eversource or any of the legacy companies.

6.2.11. References - When available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

## 7. Evaluation Criteria

7.1. In making the decision to grant/deny employment or representation, Eversource Human Resources/Talent Acquisition personnel (or contractor's/vendor's employer agency, in accordance with standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP at the request of Eversource Energy) shall consider the information obtained during the background investigation and the nature of the position being filled. This information shall be reviewed using the criteria specified in this document.

7.2. Criminal history information shall be evaluated and reviewed in accordance with state and local laws regarding reliance on/use of criminal history information. Relevance of the record to the position sought, the nature of the work being performed, the severity of the crime and the length of time since the crime was committed, the age of the person at the time the crime was committed, the nature of the work to be performed, evidence of rehabilitation or lack thereof, and any other relevant information whether provided by the applicant or requested supplementally, should be considered when making the final determination to grant/deny employment or representation.

7.3. Derogatory/adverse/flagged information will be reviewed utilizing the background screening matrix as guidance.

## 8. Management Sanctions

8.1. Individuals who willfully omit or falsify information submitted to support their application shall be denied employment or representation.

8.2. If a determination is made, based on the information as provided in section 5.1.2.6 of this policy, that the criminal record belongs to the applicant, and the applicant does not dispute the record's accuracy, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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

8.3 Before taking adverse action on an applicant's application for employment based on the applicant's criminal record, Eversource shall:

a) comply with the applicable federal and state laws and regulations;
b) notify the applicant in person, by telephone, fax, electronic or hard copy correspondence of the potential adverse employment action;
c) follow the FCRA pre-adverse process; and
d) in addition, for applicants in Massachusetts:
   i. provide a copy of the CORI report and CORI policy;
   ii. identify the information in the applicant's CORI that is the basis for the potential adverse action;
   iii. provide the applicant with the opportunity to dispute the accuracy of the information in the CORI report;
   iv. provide the applicant with a copy of DCJIS information regarding the process for correcting CORI; and
   v. document all steps taken to comply with these requirements.

8.4. An individual whose background demonstrates any evidence of coercion, influence, or pressure that may be applied by outside sources to compel an individual to commit any act of sabotage or another act that would adversely reflect upon the individual's trustworthiness or reliability shall be denied employment or representation.

8.5. Individuals who have committed or attempted to commit or aided or abetted another who committed or attempted to commit, any act of sabotage or other act that would pose a threat to Eversource, themselves, or others, shall be denied employment or representation.

8.6. Individuals whose background check reveals any other significant negative information at any time may be denied employment or representation.

## 9. Records Retention

9.1 Background screening records will be retained following Company records retention policies and applicable state and federal requirements.

9.2 Eversource personnel who collect personal information shall safeguard the confidentiality of that information.

9.3 Access to computer-based information shall be granted to a level necessary to perform assigned duties and will be protected using software and passwords established for those purposes.

## Background Screening Matrix

All material derogatory/adverse/flagged information uncovered as part of the screening process will be reviewed by Human Resources/Talent Acquisition or designated agency supplying contractor/vendor resources. This information will be used as permitted by law in conjunction with other available information to determine eligibility for employment, continued employment, or representation.

Assessment and review of derogatory/adverse/flagged information may be accomplished by direct interview with the individual, reviewing information supplied by the individual, and/or reviewing information supplied by others.

If the review process reveals that an adverse hiring or employment decision is dictated, Human Resources or a designated third-party background company, prior to taking adverse action, must complete and deliver to the applicant or current employee a "Notice of Intent to Take Adverse Action" letter, along with a copy of the background investigation report and a "Summary of Rights Under the Fair Credit Reporting Act." After consideration of the applicant's response, and if the decision to deny employment is confirmed, a "Notice of Adverse Action" letter must be issued to the individual. In Massachusetts, the Company will also comply with the CORI policy, attached and otherwise set forth in section 8.3 above. These actions are not the responsibility of Eversource for vendor/contractor applicants.

The following matrices may be used to determine the significance of negative information about the applicant and whether such information merits denial of employment or representation.

**Appendix A**

**EMPLOYEE SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Felony Convictions (Class A and B and Capital), Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List *** | F | F | F | F | F | F | F |
| Single misdemeanor (non-violent) conviction (including drug possession) *** | R | R | R | R | R | R | R |
| Other Felony convictions (not Class A/B/Capital), more than one misdemeanor, or single misdemeanor conviction for violence or computer crimes, all other convictions *** | R | R | R | R | R | R | R |
| One or more DUI/DWI * | R | R | R | R | R | R | R |
| Multiple DMV Moving Violation (s)* | R | R | R | R | R | R | R |
| Credit Past Due/Slow Pay** | R | R | P | P | P | P | P |
| Credit Account Charge Off** | R | R | R | P | P | P | P |
| Social Media Check | R | R | R | R | R | R | R |
| References (with negative information supplied) | R | R | R | R | R | R | R |

R = Review Committee will convene consisting of Talent Acquisition Lead, Talent Acquisition Director and Vice President, Employee and Labor Relations.
P = Pass
F = Fail

* If applicant is applying for a job requiring a CDL or which requires significant driving, these categories will require heightened scrutiny

** If applicant is applying for job in Treasury, Accounts Payable, Payroll or Procurement, these categories will require heightened scrutiny

*** Significant criminal history/violations beyond the 7-year period will be taken into account on a case-by-case basis

**Appendix B**

**CONTRACTOR/VENDOR SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Any Felony Conviction, Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List** | F | F | F | F | F | F | F |
| One or more misdemeanor convictions for violence or computer crimes** | F | F | F | F | F | F | F |
| Misdemeanor convictions for drug possession** | F | F | F | F | F | P | P |
| All other convictions not included in the above categories** | F | F | F | F | F | P | P |
| DMV – Multiple DUI / DWI* | F | F | F | P | P | P | P |
| Multiple DMV Moving Violation (s)* | F | F | F | P | P | P | P |
| References (with negative information supplied) | F | F | F | F | F | F | F |

P = Pass
F = Fail

* If contractor/vendor will hold a position requiring a CDL or which requires significant driving for the Company, these categories will require heightened scrutiny

**Significant criminal history/violations beyond the 7 years (when supplied) should be taken into account.

**Appendix C**

# EVERSOURCE CRIMINAL OFFENDER RECORD INFORMATION ("CORI") POLICY

*Note: The parties contemplate that background checks and criminal history screenings will be performed in other States, not just Massachusetts and that for all such checks and screenings, the parties performing such checks and screenings will comply will all applicable laws and regulations.*

This policy is applicable to the criminal history screening of prospective and current employees, contractors, subcontractors, vendors, and interns.

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

## I. CONDUCTING CORI SCREENING

CORI checks will be conducted only as authorized by the Massachusetts Department of Criminal Justice Information Services ("DCJIS") and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

## II. ACCESS TO CORI

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

## III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

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

**V. VERIFYING A SUBJECT'S IDENTITY**
If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

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

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

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

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

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

**VIII. ADVERSE DECISIONS BASED ON CORI**

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

**IX. SECONDARY DISSEMINATION LOGS**

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

**EXHIBIT D**

**MSP CIP CONTRACTOR AGREEMENT**

**EXHIBIT D**

**MSP CIP CONTRACTOR COMPLIANCE AGREEMENT**

| | |
|---|---|
| MSP Name: | **ALLEGIS GLOBAL SOLUTIONS, INC.** |
| Address: | |
| City, State, Zip: | |
| Primary CIP Contact Person: | |
| Primary CIP Contact Title: | |
| Primary CIP Contact Phone: | |
| Primary CIP Contact Email: | |
| Alternate CIP Contact Person: | |
| Alternate CIP Contact Title: | |
| Alternate CIP Contact Phone: | |
| Alternate CIP Contact Email: | |

This MSP CIP CONTRACTOR COMPLIANCE AGREEMENT (the "Agreement") dated as of September [ ], 2023 is made by and between ALLEGIS GLOBAL SOLUTIONS, INC. ("MSP") and EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its affiliates (collectively "Eversource").

WHEREAS, Eversource has Bulk Electric System ("BES") Cyber Systems ("BCS"), BES Cyber System Information ("BCSI" or CIP Information, as defined below), that are subject to the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards pertaining to the reliability and availability of the BES in North America that may be modified and revised from time to time, as identified by the versions adopted by Eversource (collectively the "CIP Standards");

WHEREAS, MSP has agreements ("Staffing Supplier Agreements") with temporary staffing service providers ("Staffing Suppliers") to supply Eversource with contract workers ("Contract Workers") who may have access to BCS and/or CIP Information under that certain Corporate Services Agreement, dated September [ ], 2023 between Eversource and MSP including all attachments and amendments thereto (collectively, the "MSA");

WHEREAS, MSP will include as requirements in the Staffing Supplier Agreement that the Staffing

Suppliers will (i) abide by the requirements contained herein, (ii) execute a *CIP Contractor Compliance Agreement* in the form attached hereto as **Attachment A,** and complete and execute an *Authorized Personnel Certification* attached hereto as **Schedule B,** and (iii) cause their Contract Workers assigned to provide services for Eversource and who have access to the BCS and/or CIP Information (the "Authorized Personnel") to execute the *CIP Information and CII Nondisclosure Agreement and Personal Information Sharing Acknowledgement* attached hereto as **Schedule C** and abide by the requirements contained herein, which are aimed at protecting any confidential infrastructure information ("CII") that the Staffing Supplier or the Authorized Personnel obtain access to in the course of performing work for Eversource, including BSCI as described in the applicable CIP Standards ("CIP Information");

WHEREAS, prior to any Staffing Supplier's Contract Worker's performance of work for Eversource involving authorized unescorted physical or cyber access to Eversource's BCS and CII and/or access to CIP Information stored on Eversource systems ("Work"), upon the satisfaction of the terms and conditions and requirements for Authorized Personnel set forth in this Agreement, MSP shall verify in the System that all onboarding requirements have been uploaded and completed and that all required documentation regarding Authorized Personnel has been received in accordance with Eversource's requirements;

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

WHEREAS, the following attachments pertain to the obligations of Staffing Suppliers under this Agreement:

- Attachment A: CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS
  - Schedule A: Criminal Background Check Standards Matrix
  - Schedule B: Authorized Personnel Certification
  - Schedule C: CIP Information and CII Nondisclosure Agreement and Personal Information Sharing Acknowledgement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Personnel Risk Assessment ("PRA") and Training Requirements:
   a. Prior to and as a condition of Eversource authorizing and granting access to cyber or unescorted physical access to BCS for Authorized Personnel or access to BCSI, MSP shall include a requirement in the Staffing Supplier Agreements obligating the Staffing Suppliers providing Authorized Personnel to comply with the PRA documentation requirements, as well as training requirements as described below, in accordance with the following chart:

| Access Type | Impact Type | Requirement |
|---|---|---|
| Control Centers | High | PRA<br>CIP Training |
| Substations | Medium and Low | PRA<br>CIP Training<br>Substation Training** |
| BES Cyber System Information ((BCSI) Electronic Information) | High | PRA<br>CIP Training |
| | Medium and Low | CIP Training only |

** For Eversource NH, CT and MA-West, Substation training includes:

- Substation & Electrical Hazard Awareness
- Personnel Protective Equipment
- Job Safety Briefing
- Substation Access Module A
- Substation Access Module B

**For Eversource MA-East, Substation training is Instructor Led

b. **Security Awareness Training:** MSP shall include requirements in the Staffing Supplier Agreements stating that Staffing Suppliers shall ensure (i) that Authorized Personnel enroll in and successfully complete Eversource's CIP training and adhere to CIP training requirements and quarterly reinforcement communications issued by Eversource, as well as any other written requirements provided by Eversource to MSP and (ii) that Authorized Personnel re-perform the CIP training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

c. **Personnel Risk Assessment (PRA):** MSP shall include a requirement in the Staffing Supplier Agreements stating that Staffing Suppliers will provide satisfactory documentation required for PRA for Authorized Personnel and provide such third-party certifications to MSP. MSP shall be responsible to review such third-party certifications to confirm that such documentation has been received and has been completed in accordance with Eversource's requirements before notifying Eversource's Security that such Authorized Personnel have completed such requirements, based on the Staffing Suppliers' and third party background check provider's uploaded documentation confirming such completion, including, at a minimum, the following:

i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);

ii. seven-year criminal background check with standards that meet or exceed Eversource requirements, pursuant to **Schedule A,** which may be amended from time to time by Eversource in its discretion.; and

iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list. (https://sanctionssearch.ofac.treas.gov/ )

MSP shall review the documentation and certification presented by the Staffing Suppliers for each Authorized Personnel in order to verify that the PRA was completed and that it complies with Eversource's written requirements associated therewith and in accordance with the provisions in this Section 1 and shall execute **Schedule B** where indicated and submit to the designated Eversource Security representative. The parties acknowledge and agree that MSP shall be able to rely on the documentation and certification provided by Staffing Suppliers in compliance with Eversource's requirements as true and accurate.

d. MSP shall obtain from Staffing Suppliers an executed CONTRACTOR CIP COMPLIANCE AGREEMENT in the form attached hereto as **Attachment A.**

2. **Authorized Personnel List:** MSP warrants and represents that it will include requirements in the Staffing Supplier Agreements obligating the Staffing Suppliers to:
   a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Eversource's BCS ("Authorized Personnel List");
   b. update the Authorized Personnel List and notify Eversource and Eversource's designated Security representative in writing:
      i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b);
      ii. if any of Authorized Personnel is being or has been terminated for any reason, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning of such termination to the extent that Eversource's security does not already have knowledge of such termination, so that Eversource can take immediate action to terminate access rights at the time of termination and Staffing Supplier will update the Authorized Personnel List; provided, however, should the termination be initiated by Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change;
      iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning that CIP access is no longer needed to the extent that Eversource's security does not already have knowledge of such change so that Eversource can take the appropriate action to terminate access rights and Staffing Supplier will update the Authorized Personnel List; provided, however, should the decision that access is no longer needed be that of Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change.

c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise Eversource of any changes;
d. provide Eversource with a copy of the current Authorized Personnel List upon request; and
e. ensure that all Authorized Personnel sign appropriate documentation which is set forth in **Schedule C** acknowledging and consenting to the release of limited personal information with the MSP and Eversource and that such persons will comply with Eversource's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.

3. **Authorized Personnel Certification:** MSP shall coordinate with the Staffing Supplier to provide to Eversource a completed certification form attached hereto as **Schedule B** for each Authorized Personnel and certified by MSP that the Staffing Supplier has completed and provided the PRA documents for Authorized Personnel required to comply with Section l(c). In addition, MSP shall coordinate with the Staffing Supplier to provide Eversource with a **Schedule C** executed by Authorized Personnel indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.

4. **Indemnity:** MSP shall include a requirement in each Staffing Supplier Agreement that obligates the Staffing Supplier to defend and indemnify Eversource, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including reasonable legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have arisen out of, any breach of warranty or noncompliance of the Staffing Suppliers, its subcontractors, agents, or employees with their obligations under such Staffing Supplier's executed *CONTRACTOR CIP COMPLIANCE AGREEMENT* with Eversource or by any third party to whom Staffing Suppliers or any such employee, agent or representative discloses CII in violation of such Staffing Supplier's executed *CONTRACTOR CIP COMPLIANCE AGREEMENT*.

5. **Right To Audit.** In accordance with Section 11 (Record Keeping and Audit) of the Corporate Services Agreement, Eversource shall have the right to inspect and audit all of MSP's and any Staffing Supplier's books, records, correspondence, receipts, PRA and CIP training records, and other documents to substantiate such party's compliance with the terms of this Agreement. Notwithstanding the audit terms listed in Section 11, the parties agree that more frequent audits could apply in the event it is required by applicable law or a regulatory agency.

6. **CII and CIP Information Nondisclosure:** MSP shall obtain executed CONTRACTOR CIP COMPLIANCE AGREEMENTs **(Attachment A)** from Staffing Suppliers and executed Confidentiality Agreements **(Schedule C of Attachment A)** from Authorized Personnel that will be granted access to CII, including BCSI/CIP Information, which include the following terms and conditions:

   a. The CII is being disclosed hereunder solely for the purpose of enabling Authorized Personnel to perform Services for Eversource. Authorized Personnel will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Authorized Personnel shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Services. Authorized Personnel shall limit disclosure of CII

within its organization strictly to those persons that have been authorized by Eversource pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.

b. Authorized Personnel will maintain written records of the persons to whom CII is distributed and provide such records upon request.

c. In no event shall any Authorized Personnel or Staffing Supplier store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource.

d. Staffing Suppliers will indemnify and hold Eversource harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Authorized Personnel or by any third party to whom Authorized Personnel discloses CII in violation of this Agreement.

e. Authorized Personnel shall not transmit or further disclose the CII to any MSP, Staffing Supplier or third party, without Eversource's advance written consent.

f. Staffing Supplier acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Staffing Suppliers or Authorized Personnel which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to the Staffing Suppliers or Authorized Personnel or as permitting Authorized Personnel or the Staffing Suppliers to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

g. Staffing Supplier understands and acknowledges that Eversource may suffer immediate and irreparable harm in the event that Staffing Supplier fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Eversource and provide a remedy for a breach of this Agreement. Accordingly, Staffing Supplier agrees that Eversource will be entitled to seek monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of reasonable legal costs, to enforce the terms of this Agreement.

h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. Staffing Suppliers that employed the Authorized Personnel will return to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in the possession of the Authorized Personnel or provide written confirmation that all copies of such CII have been destroyed in accordance with industry practice. Eversource will,

to the extent such information is known by Eversource, identify the CII in such Authorized Personnel's possession at the time of its request for its return. To the extent that Staffing Supplier does not return any such CII or fails to provide the written certification of destruction, Eversource may undertake all reasonable legal remedies to secure the return of such CII. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to Eversource upon request.

j. The CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to Staffing Suppliers or Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed pursuant to this Agreement.

7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.

8. MSP understands and agrees that no failure or delay by Eversource in exercising any of Eversource's right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Neither Party may assign this Agreement without the prior written approval of the other.

10. This Agreement shall be construed, interpreted, and governed by the laws of the State of New York provided that if the CII or BCSI pertains to BCS entirely outside of the State of New York then the laws of the State/Commonwealth where the BCS is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Eversource (including legal process and procedure). Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of New York.

11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof but is subject to the terms and conditions of the Corporate Services Agreement, as amended. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Eversource within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.

13. Notice and MSP Contact: MSP shall designate, at all times during the term of this Agreement, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

[*Signature page follows*]

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

ALLEGIS GLOBAL SOLUTIONS, INC.

By: Eric Knorr

Name: Eric Knorr

Title: Director, Finance

Date: 10/04/2023

EVERSOURCE ENERGY SERVICES COM

By: [redacted]

Name: [redacted]

Title: VP, Supply Chain

Date: 10/06/2023

**Attachment A**

**CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS**

| | |
|---|---|
| Staffing Supplier Name: | |
| Address: | |
| City, State, Zip: | |
| Primary CIP Contact Person: | |
| Primary CIP Contact Title: | |
| Primary CIP Contact Phone: | |
| Primary CIP Contact Email: | |
| Alternate CIP Contact Person: | |
| Alternate CIP Contact Title: | |
| Alternate CIP Contact Phone: | |
| Alternate CIP Contact Email: | |

This STAFFING SUPPLIER CIP COMPLIANCE AGREEMENT (the "Agreement") dated as of _____, 202_ is made by and between _____ ("Staffing Supplier") and EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its affiliates (collectively, the "Eversource").

WHEREAS, Eversource has Bulk Electric System ("BES") Cyber Systems ("BCS"), BES Cyber System Information ("BCSI" or CIP Information, as defined below), that are subject to the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards pertaining to the reliability and availability of the BES in North America that may be modified and revised from time to time, as identified by the versions adopted by Eversource (collectively the "CIP Standards");

WHEREAS, that parties agree that Staffing Supplier shall protect any confidential infrastructure information ("CII") that Staffing Supplier obtains access to in the course of performing work for Eversource, including certain confidential information pertaining to CCA as described in the applicable CIP Standards ("CIP Information");

WHEREAS, in conjunction with Staffing Supplier's performance of services or work authorized by Eversource in the managed services provider program administered by ALLEGIS GLOBAL SOLUTIONS, INC. ("MSP") for Eversource, Staffing Supplier, as a staffing agency whose assigned temporary workers' services involve authorized unescorted physical or cyber access to Eversource's BES or BCS and/or access to CIP Information stored on Eversource systems ("Work" or "Services"), upon the satisfaction of the terms and conditions and requirements set forth in this Agreement, Staffing Supplier employees, subcontractors or agents shall be duly authorized to perform the Work ordered by Eversource ("Authorized Personnel");

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Personnel Risk Assessment ("PRA") and Training Requirements:
   a. Prior to and as a condition of Eversource authorizing and granting access to cyber or unescorted physical access to BCS for Authorized Personnel or access to BCSI, Staffing Supplier providing any Authorized Personnel must comply with the PRA documentation requirements, as well as training requirements as described below: in accordance with the following chart:

| Access Type | Impact Type | Requirement |
|---|---|---|
| Control Centers | High | PRA<br>CIP Training |
| Substations | Medium and Low | PRA<br>CIP Training<br>Substation Training** |
| BES Cyber System Information ((BCSI) Electronic Information) | High | PRA<br>CIP Training |
| | Medium and Low | CIP Training only |

** For Eversource NH, CT and MA-West, Substation training includes:
- Substation & Electrical Hazard Awareness
- Personnel Protective Equipment
- Job Safety Briefing
- Substation Access Module A
- Substation Access Module B

**For Eversource MA-East, Substation training is Instructor Led

   b. **Security Awareness Training:** Staffing Suppliers must ensure that Authorized Personnel enroll in and successfully complete Eversource's CIP training and adhere to CIP training requirements and quarterly reinforcement communications issued by Eversource, as well as any other written requirements provided by Eversource (or MSP on behalf of Eversource) to Staffing Supplier. Staffing Supplier shall be responsible to ensure that Authorized Personnel re-perform the CIP training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

   c. **Personnel Risk Assessment (PRA):** Staffing Supplier is required to provide satisfactory true and accurate documentation required for PRA for Authorized Personnel and provide such third-party certifications to MSP. Staffing Supplier shall be responsible to review such documentation to confirm that such documentation has been received and is in compliance with

Eversource's requirements before notifying MSP and Eversource's Security that such Authorized Personnel have satisfied requirements, including, at a minimum, the following:

i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);
ii. seven-year criminal background check with standards that meet or exceed Eversource requirements, pursuant to **Schedule A,** which may be amended from time to time by Eversource in its discretion.; and
iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list. (https://sanctionssearch.ofac.treas.gov/ )

Staffing Supplier acknowledges and agrees that certain documentation will be submitted to Eversource, including third party documentation from Eversource approved background check companies that: (1) confirm the identity of the Authorized Personnel; (2) confirm that Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list, and (3) confirm that the Authorized Personnel have satisfactorily completed the seven-year background check, **provided that in no event should the details of the background check report be submitted to the MSP System**. MSP shall review the documentation and certification presented by the Staffing Suppliers for each Authorized Personnel in order to verify that the PRA was completed and that it complies with Eversource's written requirements associated therewith and in accordance with the provisions in this Section 1 and shall execute **Schedule B** where indicated and submit to the designated Eversource Security representative.

d. Staffing Suppliers shall also provide MSP with an executed CONTRACTOR CIP COMPLIANCE AGREEMENT**.**

2. **Authorized Personnel List:** Staffing Suppliers are required to:
   a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Eversource's BCS ("Authorized Personnel List");
   b. update the Authorized Personnel List and notify Eversource and Eversource's designated Security representative in writing:
      i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b);
      ii. if any of Authorized Personnel is being or has been terminated for any reason, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning of such termination to the extent that Eversource's security does not already have knowledge of such termination, so that Eversource can take immediate action to terminate access rights at the time of termination and Staffing Supplier will update the Authorized Personnel List; provided, however, should the termination be initiated by Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change;
      iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning that CIP access is no longer needed to the extent that Eversource's security does not already have knowledge of such

change so that Eversource can take the appropriate action to terminate access rights and Staffing Supplier will update the Authorized Personnel List; provided, however, should the decision that access is no longer needed be that of Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change.

c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise Eversource of any changes;
d. provide Eversource with a copy of the current Authorized Personnel List upon request; and
e. ensure that all Authorized Personnel sign appropriate documentation which is set forth in **Schedule C** acknowledging and consenting to the release of limited personal information to the MSP and Eversource and that such persons will comply with Eversource's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.

3. **Authorized Personnel Certification:** Staffing Supplier shall provide to MSP and Eversource a completed certification form attached hereto as **Schedule B** for each Authorized Personnel certified by Staffing Supplier that a PRA has been performed in compliance with Section l(c). In addition, Staffing Supplier shall also provide MSP and Eversource with a **Schedule C** executed by Authorized Personnel indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.

4. **Indemnity:** Staffing Supplier shall defend and indemnify Eversource, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including reasonable legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have arisen out of, any breach of warranty or noncompliance of Staffing Supplier, its subcontractors, agents, or employees with their obligations under this Agreement or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

5. **Right To Audit.** Eversource shall have the right to inspect and audit all of Staffing Supplier's books, records, correspondence, receipts, PRA and CIP training records, and other documents to substantiate such party's compliance with the terms of this Agreement.

6. **CII and CIP Information Nondisclosure:** Staffing Supplier's personnel has been granted access to CII, including BCSI/CIP Information, and Staffing Supplier accepts and agrees and warrants and represents that it will keep such CII in confidence and trust subject to the following terms and conditions:

   a. The CII is being disclosed hereunder solely for the purpose of enabling Staffing Supplier to perform the Work. Staffing Supplier will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Staffing Supplier shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Work. Staffing Supplier shall limit disclosure of CII within its organization strictly to those persons that have been authorized by Eversource pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.

   b. Staffing Supplier will maintain written records of the persons to whom CII is distributed and provide such records upon request.

   c. In no event shall Staffing Supplier or any Authorized Personnel store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned

or managed by Eversource. Staffing Supplier and its agents, employees, and representatives shall maintain the CII: (i) in a confidential and secure place; (ii) only on Eversource systems and in compliance with Eversource's information security requirements (iii) in compliance with CIP Standards for access to or storage of any CIP Information; and (iv) in compliance with Staffing Supplier's confidential information policies and procedures for the protection of highly confidential information, data or other tangible or intangible property of Staffing Supplier.

d. Staffing Supplier shall indemnify and hold Eversource harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Staffing Supplier or by any employee, agent, or other representative of Staffing Supplier or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

e. Staffing Supplier shall not transmit or further disclose the CII to any third party, provided, however, that the foregoing shall not prohibit the inspection and review only of such CII at Eversource's offices by a governmental authority or agency upon the issuance of: (i) an order compelling such inspection and review by a court of competent jurisdiction; or (ii) a protective order no less restrictive than the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Eversource waives compliance with the provisions hereof, the Staffing Supplier hereby agrees to furnish only that portion of the CII which the Staffing Supplier's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CII. Upon issuance of a subpoena seeking disclosure of CII, Staffing Supplier shall immediately notify Eversource and MSP and take all reasonable steps to limit disclosure of the CII. Staffing Supplier shall not reproduce or excerpt such CII during such inspection and review.

f. Staffing Supplier acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Staffing Supplier which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Staffing Supplier or as permitting Staffing Supplier to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

g. Staffing Supplier understands and acknowledges that Eversource will suffer immediate and irreparable harm in the event that Staffing Supplier fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Eversource and provide a remedy for a breach of this Agreement. Accordingly, Staffing Supplier agrees that Eversource will be entitled to monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of legal costs, to enforce the terms of this Agreement.

h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. In the event that Eversource, in its sole discretion, so requests, the Staffing Supplier will promptly deliver to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to Eversource upon request. If the Staffing Supplier is an employee of a federal or State agency, s/he must note that the information is not the property of the agency.

j. The CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to the Staffing Supplier, or any other person or entity, for the Staffing Supplier's use of any CII disclosed pursuant to this Agreement.

7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.

8. The Staffing Supplier understands and agrees that no failure or delay by Eversource in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Staffing Supplier acknowledges and agrees that upon written authorization by Eversource, the MSP may be authorized by Eversource to enforce Eversource's rights under this Agreement for the benefit of Eversource.

9. Staffing Supplier may not assign this Agreement without the prior written approval of Eversource.

10. This Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut provided that (a) if the CII pertains to BCSI entirely outside of the State of Connecticut then the laws of the State/Commonwealth where the BCSI is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Eversource (including legal process and procedure);. Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of Connecticut.

11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Eversource (through MSP) within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.

13. Notice and Staffing Supplier Contact: Staffing Supplier shall designate, at all times during its performance of Work, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

Staffing Supplier: _____

_____
SIGNATURE:

NAME: _____

TITLE: _____

DATE: _____

Eversource Energy Service Company

_____
SIGNATURE:

NAME: _____

TITLE: _____

DATE: _____

**Schedule A**

CRIMINAL BACKGROUND CHECK STANDARDS MATRIX

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

**F- Fail**
**P- Pass**

**Schedule B**
**MSP/STAFFING SUPPLIER**
**Authorized Personnel Certification**:
(to be submitted to System)

Staffing Supplier hereby certifies that, in compliance with the CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS, Staffing Supplier has uploaded documents in the System for the individual listed below demonstrating that such individual has met the Personnel Risk Assessment (PRA) requirements in accordance with the NERC CIP standards, including a satisfactory Criminal Background Check Summary only, ID Verification requirements, and OFAC certification.

| Name of Authorized Personnel | PRA - 7 year Criminal Background Check Date | PRA- ID Verification Method and Date | PRA - Office of Foreign Asset Control's (OFAC) Certification (https://sanctionssearch.ofac.treas.gov) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Staffing Supplier: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**MSP Authorized Personnel Certification:**

MSP hereby certifies that pursuant to this Certification by the Staffing Supplier and the PRA documents in the System, Staffing Supplier has provided the PRA documents for the individuals listed above that are required to comply with the minimum PRA requirements in accordance with the NERC CIP standards set forth in Schedule A; provided, however MSP makes no certification as to the accuracy or authenticity of each document uploaded in the System and the Staffing Supplier remains solely responsible and liable for the truthfulness, legitimacy and accuracy of each document presented to MSP to verify.

MSP: ALLEGIS GLOBAL SOLUTIONS, INC.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**Schedule C**

CIP INFORMATION AND CII NONDISCLOSURE AGREEMENT
AND PERSONAL INFORMATION SHARING ACKNOWLEDGEMENT
(to be added to System)

As the undersigned Authorized Personnel, I acknowledge and certify that I have been advised by my employer, the Staffing Supplier, of the following terms and furthermore agree to comply with and abide by said terms:

a. Prior to starting the assignment, I will read and comply with Eversource's Critical Infrastructure Protection (CIP) standards policies and procedures as indicated on Eversource intranet at the link http://nunet.nu.com/NUCorporate/MyJob/cip/ . I also understand that I must complete the online General Awareness Training for the CIP standards.

b. I also consent to a Personnel Risk Assessment ("PRA") being conducted and understand that this is required because of my Cyber/Physical Access to Eversource confidential infrastructure information that I may access as part of my assignment. I understand that certain personal information required for compliance with the CIP - PRA requirements will be released to the Staffing Supplier, the MSP and Eversource to store on file for CIP documentation.

c. I acknowledge and understand that Confidential infrastructure information, including certain confidential information pertaining to Critical Assets or Critical Cyber Assets as described in Standard CIP-003-1, (collectively "CII") is being disclosed hereunder solely for the purpose of enabling me to perform services ("Work") as a Staffing Supplier employee for Eversource Energy Services Company, for itself and as agent for its affiliates ("Eversource"). I will not use CII directly or indirectly for an illegal or non-legitimate purpose. I shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for performance and completion of the Work. I will limit disclosure of CII strictly to those persons that have been authorized by Eversource in writing and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' written agreement as to the limitations on use and further disclosure as set forth in this Agreement.

d. I will maintain written records of the persons to whom CII is distributed and provide such records upon request.

e. In no event will I store any CII on an information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource.

f. I will not transmit or further disclose the CII to MSP, Staffing Supplier employing Authorized Personnel or third party, without Eversource's advance written consent.

g. I acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Authorized Personnel which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting me or Staffing Supplier or implying any right, title, or interest in the CII or permitting me or my employer, the Staffing Supplier, to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

h. I understand and agree that Eversource's rights and my obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. Upon the earlier to occur of my completion of services for Eversource, termination or upon Eversource's request, I will promptly return to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in my possession and upon Eversource's request provide Eversource with written certification of the return of all such CII. All CII provided to me is deemed to be on loan and must be returned to Eversource upon request.

j. All CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to MSP, Staffing Supplier, Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed to Authorized Personnel.

SIGNATURE: _____

NAME:_____

TITLE:_____

DATE:_____

**EXHIBIT E**

**STAFFING SUPPLIER AGREEMENT TEMPLATE**

# SUPPLIER AGREEMENT ("Agreement")

| PARTY #1 | "AGS" |
|---|---|
| **Business Name:** | Allegis Global Solutions, Inc. |
| **Street Address:** | 7312 Parkway Drive S. |
| **City, State, Zip Code:** | Hanover, MD 21076 |

| PARTY #2 | "Supplier" |
|---|---|
| **Business Name:** | |
| **Street Address:** | |
| **City, State, Zip Code:** | |

| **Agreement Effective Date ("Effective Date"):** | |
|---|---|

## RECITALS

WHEREAS, AGS has been selected to provide centralized supplier management services to Eversource Energy Service Company, for itself and as agent for its affiliates (the "**Customer**") in connection with Customer's use of temporary Contract Workers, which services include AGS acting as Purchasing Agent for Customer in its acquisition of temporary Contract Services; and

WHEREAS, AGS and Supplier desire to enter into this Agreement to establish the terms upon which Supplier will provide Contract Workers to perform temporary Contract Services to Customer.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties, it is agreed and understood by AGS and Supplier that:

**1. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires:

**"Assignment"** means a Job Posting that has been filled by a Contract Worker of Supplier under which the Contract Worker will perform the Contract Services.

"**Claim**" means any threatened, alleged or actual claim or any demand, action, litigation, proceeding, or investigation.

"**Confidential Information**" means data or information that is of value to a party, and is not generally known in the industry or to competitors of a party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business information, or any such information of clients, parents, affiliates, subsidiaries or agents of a party, which is disclosed by such party, whether directly in oral or material form to the other party, or indirectly, by permitting the receiving party to observe the conduct of the disclosing party's various operations or processes. Customer Confidential Information may also include confidential infrastructure information, including, without limitation, any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13 applicable to Customer; and information regarding critical assets or critical cyber assets, as

defined by North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards applicable to Customer.

**"Contract Services"** means the work performed for Customer by Contract Workers supplied by Supplier.

**"Contract Worker"** means an individual employee of Supplier providing temporary Contract Services under the direction of Customer pursuant to the terms this Agreement.

**"Customer Agreement"** means the master services agreement entered into between AGS and Customer, pursuant to which AGS will provide centralized supplier management services to Customer.

**"Customer Data"** means all Customer data and information provided by Customer or AGS to Supplier or its Contract Workers in connection with this Agreement, or otherwise in Supplier's or any of its Contract Workers' possession or accessible by Supplier or any of its Contract Workers.

**"Job Posting"** means an electronic requisition entered into the System that sets forth a position for which the Customer desires a Contract Worker to perform Contract Services.

"**Loss**" or "**Losses**" means any losses, settlements, judgments, awards, reimbursements, regulatory and other fines and penalties, sanctions, liabilities, costs, damages, and/or expenses (including reasonable attorneys', accountants' and/or expert witness fees, and disbursements and court costs, and fees and amounts paid in settlements).

**"MSP Services"** means the centralized supplier managed service provider services that AGS will provide to Customer under the Customer Agreement.

**"Program Fee"** means the charge deducted by AGS from payment to Supplier in accordance with Section 7 of this Agreement.

"**Purchasing Agent**" means the role AGS assumes in this Agreement with respect to the preparation of invoices to Customer as to its purchase of temporary Contract Worker services from Supplier and serving as payment agent for Customer to the extent applicable. AGS duties and obligations do not include (i) AGS acting as dealer or other party liable for Transaction Taxes, (ii) AGS being responsible as Customer's Purchasing Agent for the calculating, reporting or remitting of Transaction Taxes to the correct taxing authority, and (iii) AGS being responsible for confirming that Customer or Supplier properly calculated, reported or remitted Transaction Taxes to the correct taxing authority.

**"Supplier Manual"** means the document, which may be updated from time to time by AGS in conjunction with Customer, detailing the policies and procedures to be followed by Supplier in using the System and providing Contract Workers or potential Contract Workers to Customer under this Agreement. The policies and procedures set forth in the Supplier Manual shall be applicable to all Contract Services provided by Contract Workers and Supplier Services provided by Supplier.

**"Supplier Personnel"** mean employees, agents, representatives and subcontractors of Supplier that provide Supplier Services.

**"Supplier Services"** means the staffing services provided by Supplier and Supplier Personnel in connection with Customer's use of Contract Workers.

**"System"** means Fieldglass, an internet-based application software program provided by the System Administrator and utilized by AGS in conjunction with the MSP Services.

**"System Administrator"** means SAP, the provider of the System in connection with the provision by AGS of MSP Services under this Agreement.

**"Timecard Application"** means a function in the System whereby Contract Workers are able to enter the hours worked while providing Contract Services and Customer managers are able to review the submitted hours for approval.

"**Transaction Taxes**" means sales, use, excise, value-added, gross receipts, services, consumption and/or other similar transaction taxes, however designated, that are levied by any taxing authority upon Contract Services.

**2. SCOPE OF WORK.** At AGS' request, Supplier will use reasonable efforts to supply competent and qualified Contract Workers in accordance with the terms of this Agreement to perform temporary Contract Services for Customer at billing rates not to exceed those identified in the applicable Job Posting.

**3. TERM, TRANSITION.** The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year, unless earlier terminated by either party in accordance with the terms hereof. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such party's decision not to automatically renew this Agreement.

In the event this Agreement is terminated for any reason, Supplier acknowledges and agrees that any Contract Worker on an Assignment that has not expired or been terminated by AGS or Customer shall not automatically be terminated by the termination of this Agreement, unless agreed to in writing by AGS and Supplier. In such event, Supplier's Contract Workers shall continue to perform the designated Contract Services under the terms of this Agreement, until expiration of the previously agreed upon Assignment term unless or until such Contract Workers are either hired by Customer or transferred to the employment of another supplier in accordance with Section 4(k) of this Agreement.

**4. ORDER PROCESS.** AGS shall, at Customer's option and sole discretion, contact Supplier to request Contract Workers to perform Contract Services based upon open Job Postings AGS receives from Customer. AGS and/or Customer are under no obligation to select Supplier's Contract Workers for the available Job Postings.

(a) **Contract Service Acquisition Web Application**. Unless otherwise specified by AGS, Job Postings for available Contract Worker positions will be posted by AGS in the System. Supplier will be granted access to the System for the purpose of reviewing open Job Postings available to Supplier, entering information regarding proposed candidates to fill such positions, and reviewing and updating information regarding Contract Workers on Assignment with the Customer.

(b) **Proposed Candidates**. Supplier shall provide the following information with respect to each candidate it enters into the System or otherwise provides to AGS under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such Assignment or in the Supplier Manual; provided, however, if requested by a regulatory agency or in the event of a dispute or litigation between Customer, Supplier and/or Contract Worker or a claim or litigation matter in which the information is relevant, Supplier shall provide Contract Worker's pay rate upon request by Customer. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or System for the applicable Assignment category. AGS will notify Supplier if Supplier's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Supplier shall undertake the pre-Assignment steps set forth in the Supplier Manual, satisfying the Customer standards and any additional standards set forth in the Job Posting. Prior to the start of any Assignment, Supplier shall confirm through the System that these pre-Assignment steps have been successfully completed. Supplier acknowledges and agrees that all costs of any such pre-Assignment steps are the responsibility of the Supplier.

(c) **Contact with Customer; Non-Solicitation of Customer**. Supplier acknowledges and agrees that all Customer requests for Supplier Services and any related matters will be exclusively directed to and handled by AGS as Purchasing Agent for Customer. Supplier shall receive all Job Postings directly from AGS, and Supplier shall submit all candidates directly to AGS (and not to Customer) through the System. Unless otherwise directed by AGS or Customer, Supplier will deal directly and exclusively with AGS with respect to the Supplier Services and any related matters and will not direct any inquiries or communications to Customer. Supplier will not: solicit Customer to provide services similar to Supplier Services to any Customer business unit made available to Supplier by AGS under this Agreement. This prohibition shall not apply if AGS or Customer consents to such solicitation or provision of services or if the Customer Agreement has been terminated. This Section shall not preclude Supplier from: (i) responding to any Customer-issued request for proposal, (ii) contacting Customer to the extent that Supplier has a direct contract with Customer for related services performed outside the scope of services described under this Agreement, or (iii) if Customer makes the initial contact with Supplier.

(d) **Job Posting Cancellation**. At Customer's request, AGS may cancel, without charge, any Job Posting for Contract Services at any time prior to commencement of the Contract Services by the Contract Worker.

(e) **Assignment Cancellation**. Supplier acknowledges that Customer may end an Assignment at any time by giving notice to AGS, and AGS will give Supplier the applicable advance notice of the end of an Assignment as given to AGS by Customer. In any instance of an Assignment cancellation, AGS' obligation to Supplier shall be to forward Customer payments for the Contract Services rendered by such Contract Worker pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Section 7 of this Agreement.

(f) **Removal of Contract Workers**. Supplier acknowledges and agrees that the Contract Workers shall be subject to the continuing approval of Customer. If at any time Customer, in its reasonable judgment, determines that a Contract Worker is inadequate, unsatisfactory or has failed to comply with Customer or AGS rules, regulations, or policies, AGS shall so advise Supplier and Supplier shall immediately take action to correct the situation by removing the Contract Worker. Failure by Supplier to remove an unsatisfactory Contract Worker within one (1) working day of notice shall be a breach of this Agreement and, in such event; AGS shall have the right to terminate this Agreement immediately upon written notice to Supplier. In addition, AGS shall not have any obligation to pay Supplier for Contract Services rendered by a Contract Worker after one (1) working day of notification by AGS to Supplier to remove such Contract Worker.

(g) **Replacement of Contract Workers**. If any assigned Contract Worker is reassigned by the Supplier to another Assignment or is otherwise voluntarily removed from the Assignment by Supplier without AGS or Customer approval, or leaves an Assignment for any other reason, then Supplier shall, if requested by AGS, supply a replacement Contract Worker as soon as reasonably practicable. For purposes of clarification, AGS reserves the right, upon Customer direction, to replace such vacant position with a contract worker from another supplier.

(h) **Quality Guarantee**. If a Contract Worker (i) quits, (ii) is removed by Supplier, or (iii) is removed for one of the reasons specified in Section 4(f) above, in each case during the Probationary Period (defined below), Supplier will not charge AGS or Customer for the time such Contract Worker spent on the Assignment. For such purposes, the "**Probationary Period**" means (i) in the case of Light-Industrial or Administrative/Clerical positions, the first working day, and (ii) in the case of all other positions, the first five (5) working days.

(i) **Bill Rates; Expenses**. Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in the Supplier Manual and/or the System.

(j) **Assignment Rule**. Supplier agrees that it will not assign a Contract Worker to a Customer project or facility without the prior written approval of AGS if such Contract Worker is currently assigned to another Customer project or facility. This shall not apply in instances in which AGS has notified Supplier that the Contract Worker's previous Assignment has been completed to the satisfaction of Customer. In addition, Supplier agrees that it will not place a person as a Contract Worker under this Agreement if such person is on assignment at Customer through another supplier to Customer unless Supplier receives notice from AGS that such other supplier's agreement relating to the Customer engagement has been terminated, or will not be renewed or extended.

(k) **Right to Hire; Conversion Fees**. Supplier acknowledges and agrees that if this Agreement is terminated in whole or in part or is not renewed or extended (and Supplier has Contract Workers placed on the Customer engagement at that time), such Contract Workers may wish to remain on Assignment with Customer by continuing employment with Supplier under the terms of this Agreement with the written approval of AGS. If this Agreement is terminated by AGS for cause in accordance with Section 16(b), AGS and/or Customer may immediately take such steps deemed necessary or appropriate to affect the transfer of such Contract Workers to employment with Customer directly or another supplier, if such Contract Workers wish to remain on their Assignment with Customer. Supplier further acknowledges and agrees that Customer may hire Contract Workers at any time.

In the event a Contract Worker is hired by Customer or, at the direction of AGS or Customer, another supplier as described in this section, Supplier shall be entitled to receive, as its sole compensation for such hiring, the Conversion Fees, if any, specified in Attachment A. Supplier shall release such Contract Worker from any applicable restrictive covenants and any related liability or damages. In no event shall AGS be obligated to pay Supplier the amounts set forth above unless and until AGS receives payment from Customer for such amounts.

**5. SUPPLIER RESPONSIBILITIES.**

(a) **Supplier as Employer**. Supplier shall be responsible for recruiting, interviewing, selecting, screening, hiring, assigning, counseling, disciplining and discharging its Contract Workers who perform Contract Services under this Agreement. Supplier acknowledges and agrees that its Contract Workers are employees of Supplier and shall be treated as such and not as employees of AGS or Customer and neither Customer nor AGS shall be liable for taxes of any kind with respect to such Contract Worker. Supplier acknowledges and agrees that it (i) is responsible for providing all compensation and other benefits to its Contract Workers; (ii) will make all appropriate tax, social security, Medicare and other withholding deductions and payments required by applicable federal, state or local laws on behalf of its Contract Workers; (iii) will provide worker's compensation insurance coverage for its Contract Workers; (iv) will make all appropriate unemployment tax payments with respect to its Contract Workers; (v) will maintain payroll and personnel records; (vi) prior to assigning any Contract Worker to Customer, will verify work eligibility, including screening, background and reference checks required under Customer's Background Screening Manual (attached hereto as Attachment D), required testing, verifying the identity

and right to work of each Contract Worker under the immigration laws of the United States, completing and maintaining Form I-9s, and, if applicable, will complete and maintain the personnel risk assessment documentation required for each Contract Worker that constitute "Authorized Personnel" under the Contractor CIP Compliance Agreement (attached hereto as Attachment E); (vii) will complete an attestation form (attached hereto as Attachment F) attesting to the successful verification of the requirements in this sub-section (a) and upload the same to the System; (viii) will upload to the System the background check and identity verification certification cover sheet provided by the third party background check vendor; (ix) will require all Contract Workers to sign the agreement required by and approved by Customer acknowledging certain matters regarding Customer's company policies, benefits entitlement, confidentiality and assignment of work product (or the results thereof) performed by Contract Workers (attached hereto as Attachment G) and will upload the same to the System; and (x) will take any additional actions legally required to establish that the Contract Workers whose Contract Services are provided hereunder are employees of Supplier. Moreover, AGS and Customer shall have the right to audit Supplier's records, as necessary, to verify that the government tax payments referenced above have been made. Supplier and AGS/Customer are not joint employers for any purpose under this Agreement.

(b) **Recruitment of Contract Workers/Customer Identity**. All recruiting activities by Supplier with respect to prospective Contract Workers will specify that Contract Workers will be employees of Supplier. Supplier will not use AGS' or Customer's name or logo in any such recruiting advertisements or in any other advertising, marketing, promotional or referral capacity, without the prior written approval of AGS or Customer, on a case by case basis.

(c) **Right to Control.** In addition to Supplier's duties and responsibilities as the employer of the Contract Workers set forth in Section 5(a) above, Supplier has the right to request from Customer a scheduled time to, and subject to compliance with Customer's policies and procedures applicable to the workplace, physically inspect the work site and work processes; review and address, unilaterally or in coordination with Customer, if requested by Customer, employee work performance issues; and enforce Supplier's employment policies relating to employee conduct at the worksite that have been provided to Customer and pre-approved in writing.

(d) **Compliance with Laws.** Supplier shall comply with all applicable federal, state and local labor and employment laws as they may from time to time be amended, including, but not limited to, the Immigration Reform and Control Act of 1986; the Internal Revenue Code; the Employee Retirement Income Security Act; the Health Insurance Portability and Accountability Act ("HIPAA"); the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as more specifically set forth in Section 5(e) below, the Patient Protection and Affordable Care Act (ACA).

Supplier shall verify the work eligibility of each Contract Worker performing Contract Services under this Agreement, including completing and maintaining Form I-9 for each such individual Contract Worker. Supplier shall monitor the expiration dates of its Contract Workers' visas and work permits, if any.

(e) **Affordable Care Act.** Supplier shall comply with all provisions of the ACA applicable to Contract Workers, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Internal Revenue Code §4980H and related regulations) and the applicable employer information reporting provisions under Internal Revenue Code §6055 and §6056 and related regulations. Supplier shall be solely responsible for, and shall reimburse, indemnify, and hold harmless AGS and Customer for, any taxes, penalties, or other liabilities assessed against Supplier, AGS and/or Customer with respect to Contract Workers due to Supplier's failure to comply with Code §4980H(b).

(f) **Audit; Record Retention**. AGS and/or Customer shall have the right to inspect and audit all the books, records, correspondence, receipts, vouchers, memoranda, payment records, attendance cards, time sheets, etc., of Supplier, Supplier's subcontractors and any other entity used by Supplier in performing its obligations under this Agreement. Supplier shall, and shall cause its subcontractors and such other entities to, preserve all such records for a period of three (3) years after final payment hereunder. All audits shall be conducted upon reasonable prior notice and during regular business hours. Supplier shall provide for such right to audit by AGS and Customer in all contracts with subcontractors and other entities relating to this Agreement.

(g) **Work Product**. Supplier agrees that Customer shall have exclusive, unlimited ownership rights to all deliverables and work product of any Contract Services performed by Contract Workers under this Agreement, including any and all software and computer programs (including any source code, object code, enhancements and modifications), all files, including input and output materials, all documentation related to such computer programs and files, all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media), know-how, trade secrets, designs, inventions (whether or not patentable or reduced to practice), improvements, processes, practices, developments, materials, reports, or data that the Contract Workers make, conceive, or devise, either solely or jointly, both

as individual items and/or a combination of components, as a result of Contract Services performed under this Agreement (whether or not such Contract Services are completed) (collectively, the "**Work Product**"), to the maximum extent permitted by law. All the foregoing shall be deemed to be a "work made for hire" (as defined in 17 USC §101 et. seq.) and made in the course of the Contract Services provided by the Contract Worker. To the extent that any of the Work Product may not, as a matter of law, be deemed a "work made for hire," Supplier agrees to assign, and to require its Contract Workers to assign, to Customer all right, title and interest in the Work Product. All right, title, and interest in and to the Work Product shall vest in Customer, and neither Supplier nor any Contract Worker shall have any right, title, or interest in or to such Work Product. All Work Product shall belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Supplier agrees to give, and to require its Contract Workers to give, Customer and any person designated by Customer reasonable assistance, at Customer's expense, required to perfect the rights defined in this Section. Supplier shall use reasonable efforts to cause each Contract Worker to promptly make a complete written disclosure to Customer of any Work Product, whether patentable or not, conceived or first actually reduced to practice, solely or jointly, by such Contract Worker and/or Customer as a result of Contract Services performed hereunder, and to point out specifically the features or concepts of such Work Product, which Contract Worker believes to be new or different.

(h) **Compliance with Customer Policies**. Supplier will instruct its Contract Workers and other employees and agents, whenever on Customer's premises and/or during the performance of such Contract Workers' job duties, to obey all reasonable security requirements, instructions and directions issued by Customer, and abide by all Customer rules, policies and procedures, including those specified in Customer's Supplier Code of Business Conduct, as referenced in Section 18 of this Agreement.

(i) **Licenses and Permits; Small Business**. Supplier shall obtain and maintain all licenses and permits that may be required by any governmental body or agency necessary to conduct Supplier's business or to perform its obligations hereunder. Supplier shall, and Supplier shall cause its subcontractors to, comply with all laws, ordinances, rules, regulations, orders and other governmental requirements applicable to this Agreement.

(j) **Taxes**. With regard to Contract Workers who deliver Contract Services to Customer pursuant to this Agreement, Supplier shall be solely liable for: (i) Federal Insurance Contributions Act ("FICA") taxes; (ii) Federal Unemployment Tax Act ("FUTA") contributions; and (iii) State Unemployment Insurance ("SUI") contributions and all other applicable payroll tax obligations. Supplier will withhold all applicable Federal, State, and local income taxes, and the employee's share of FICA or other applicable payroll taxes borne by its Contract Workers. Neither Customer nor AGS will have any obligation to withhold Federal, State, or Local income tax, or employee's portion of FICA or other payroll taxes, from any individual assigned by Supplier to provide Contract Services hereunder; nor will Customer or AGS have any liability for any FICA, FUTA, or SUI contributions or other payroll taxes on behalf of any Contract Workers assigned by Supplier.

Supplier and AGS acknowledge that in engaging Supplier to provide Supplier Services and Contract Workers to perform Contract Services to Customer, AGS has acted as Customer's Purchasing Agent and has purchased the Supplier Services and Contract Services as Customer's Purchasing Agent for the convenience and sole benefit of Customer and not for the benefit of AGS and that, accordingly, Supplier is the provider or "dealer" with respect to such Supplier Services and Contract Services provided to Customer, not AGS. Customer will bear the actual cost of any Transaction Taxes, however designated, that are levied by any taxing authority upon the Contract Services provided to Customer under this Agreement. Supplier shall be responsible for determining whether the Contract Services provided by any Contractor Worker are subject to any such Transaction Taxes to be collected by Supplier from Customer and for calculating such Transaction Taxes and remitting them to the applicable taxing authority. AGS as Purchasing Agent for Customer shall receive from Customer and forward on to Supplier payment amounts due for such Transaction Taxes. Supplier acknowledges and agrees that AGS and Customer shall have no obligation to report, collect or remit any such Transaction Taxes to the applicable taxing authority, and Supplier hereby indemnifies and agrees to hold AGS and Customer harmless from and against any such Transaction Taxes not properly remitted by Supplier, including without limitation, any and all interest, penalties, and attorney's fees related thereto.

Supplier agrees to cooperate with AGS or Customer in any audit by a taxing authority of any Transaction Taxes related to this Agreement or the Customer Agreement and shall make available to AGS or Customer, and any such taxing authority, all information, records, or documents relating to filing of any tax returns, payment of any taxes, and any audits or assessments attributed to, resulting from or related to this Agreement. The obligations of Supplier under this provision are in addition to any obligations of Supplier under Section 5(f) above.

(k) **Withholding Tax**. If applicable law requires AGS as Purchasing Agent for Customer to withhold tax from payment to Supplier, AGS may (i) withhold the applicable amount from such payment, and (ii) pay such amount to the appropriate taxing authority in accordance with applicable laws. AGS shall provide Supplier with documentation for payment of tax as required by the applicable taxing authority in accordance with applicable laws. Supplier agrees to complete and

provide to AGS or, if required, to the applicable taxing authority, at least ten (10) days prior to the payment due date, such forms, certifications or other documents as required by applicable law or requested by AGS in order to reduce or exempt withholding. If it is later determined that AGS should have withheld and/or paid additional tax but did not withhold and pay such tax, then Supplier will pay AGS the applicable tax and indemnify and hold AGS harmless from the tax, and any penalties, interest, fines, or costs thereon. Supplier will not gross-up any fees or other amounts payable to Supplier in respect of, or in anticipation of, any withholding tax.

(l) **Timeliness**. Supplier will timely file all applicable tax returns, including income tax returns, employment tax returns, sales and use tax returns, and information returns required by law, in a manner consistent with its status as an independent provider of services and as employer of Contract Workers assigned under this Agreement. Supplier will make all required payments and deposits of taxes in a timely manner.

(m) **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party (for such purposes, Confidential Information of AGS shall include Confidential Information of Customer and/or the System Administrator) except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section.

Notwithstanding the foregoing, a party may disclose the other party's Confidential Information where 1) the other party has given prior written consent to such disclosure; 2) such Confidential Information is or becomes generally available to the public other than as a result of the receiving party's disclosure, provided that the receiving party may use or disclose only such part of the Confidential Information as has become generally available to the public; 3) such Confidential Information was within the receiving party's possession prior to its disclosure by the other party pursuant hereto; 4) such Confidential Information is lawfully obtained, by the receiving party from a third party who is under no obligation of confidentiality; or 5) such Confidential Information is required to be disclosed by court or judicial order, provided that the receiving party shall promptly notify the other party of such requirement prior to such disclosure so that the other party (or, in the case of AGS, Customer or System Administrator, as applicable) may seek an appropriate protective order.

Each party acknowledges that unauthorized disclosure of the other party's Confidential Information (including, in the case of AGS, Customer Confidential Information or System Administrator Confidential Information) will cause irreparable injury to the other party (including, in the case of AGS, Customer and/or System Administrator), which injury shall be inadequately compensable in damages. Accordingly, each party agrees that the other party (including, in the case of AGS, Customer and/or System Administrator) may seek and obtain injunctive relief against the breach or threatened breach of the party's confidentiality obligations hereunder, in addition to any other legal remedies, which may be available.

(n) **Customer Data and Programs; Data Protection**. All Customer Data shall remain the property of Customer. The Customer Data shall not be: (i) used by Supplier other than in connection with providing services hereunder; (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Supplier or its Contract Workers; or (iii) commercially exploited by or on behalf of Supplier. Customer shall have unrestricted access to all computer media containing Customer Data from time to time in connection with the performance of the services hereunder. Supplier, at the request of AGS or Customer, promptly shall deliver to Customer (or AGS for delivery to Customer) all computer programs, including source code, files, media, documentation and related materials, developed for Customer by Contract Workers under this Agreement, whether developed before or after the date of this Agreement. Upon expiration or termination of this Agreement, Supplier shall promptly return to Customer (or AGS for return to Customer) all computer programs, data, files, documentation, media, related material and any other material that, pursuant to Section 5(g) above, is owned by Customer. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding Confidential Information under Section 5(m) above. Supplier shall comply with all applicable data privacy and protection laws and regulations and, to the extent Supplier obtains any Personal Information from its Contract Workers or Customer, Supplier shall comply with Customer privacy and data security requirements, including the requirements set forth in Attachment C (Customer IT Security Requirements). "**Personal Information**" shall mean any legally protected personal information, as so defined by all applicable data protection or privacy laws.

(o) **Customer Furnished Assets and Equipment**. Assets or equipment furnished by Customer to Supplier or its Contract Workers in connection with this Agreement are held by Supplier subject to the provisions of this Agreement. Such assets or equipment shall be used by such Contract Workers only for the limited purpose of performing Contract Services to Customer.

(p) **Return of Customer Information and Property**. Upon the discontinuation of a Contract Worker's Assignment all property, materials, and work of Customer in the possession of the Contract Worker, including Confidential

Information of Customer, shall be promptly returned to Customer, and Supplier shall provide written confirmation to AGS of its compliance with this provision and the confidentiality provisions of Section 5(m) above.

(q) **Financial Information**. Supplier shall make available to AGS a copy of its most recent annual financial statements and such other financial information as AGS may reasonably request from time to time. Supplier shall supplement such information on an annual basis by delivering updated annual financial statements as soon as such financial statements are prepared (but in any event within ninety (90) days after the end of Supplier's fiscal year). In addition, Supplier shall promptly notify AGS of any event that is reasonably likely to have a material adverse effect on Supplier's ability to perform its obligations under this Agreement, including, but not limited to, claims against insurance coverage maintained by Supplier.

(r) **System Administrator's System**. Supplier acknowledges and agrees that all intellectual property rights, including patent, copyright, and trademark relative to the System shall be owned solely by the System Administrator. Supplier's utilization of the System in connection with this Agreement shall not be interpreted to convey any right, title, interest or license to, or entitlement to continued possession or use of the System by Supplier. Supplier's use of the System shall be strictly limited by the terms of the end user license agreement entered into between Supplier and System Administrator, and Supplier agrees to comply with such terms in all respects.

(s) **NERC-CIP Standards**. Supplier acknowledges that Customer, its contractors and its contractor and subcontractor personnel are required to comply with the NERC CIP standards when accessing CIP information on Customer systems and accessing or performing services and work on Customer's CIP critical or cyber assets, and accordingly, if applicable, will comply with Customer's Contractor CIP Compliance Agreement attached hereto as Attachment E.

**6. NATURE OF SERVICES PROVIDED; SUPPLIER WARRANTIES.**

(a) **Nature of Services Provided.** Supplier is providing Supplier Services to Customer, and Contract Workers are providing Contract Services to Customer under Customer's management and supervision at a facility or in an environment controlled by Customer.

(b) **Mutual Representations and Warranties.** Each party represents and warrants that, as of the Effective Date:

(i) it has full rights and authority to execute, deliver and perform its obligations under this Agreement.

(ii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in connection with its terms

(iii) to its knowledge, it is not subject to any contractual obligation that would prevent it from entering into this Agreement, and that Supplier's offer to provide Contract Workers to perform Contract Services to Customer in no way caused or induced Supplier to breach any contractual obligation.

(c) **Supplier Representations and Warranties.** Supplier represents and warrants that:

(i) it has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee, or agent of Customer or AGS to obtain business under this Agreement.

(ii) the Supplier Services provided by Supplier shall be performed in accordance with this Agreement.

(iii) the Contract Workers assigned to perform Contract Services for Customer under this Agreement are qualified individuals with the proper training, experience, background and skill to perform such Contract Services.

(iv) all Contract Services rendered hereunder will be performed in a professional and workmanlike manner in accordance with industry standards and practices applicable to the perform of such Contract Services.

(v) no deliverable, information, materials, performance of Contract Services, provided hereunder, or process or methodology used in performing the Contract Services, infringes or shall infringe on any third party's intellectual property rights or contractual rights and, except as otherwise provided in this Agreement, Customer shall receive free and clear title to all works, materials, information, deliverables, and other Work Product prepared or developed in connection with the performance of the Contract Services by Contract Workers hereunder.

(d) The warranties set forth in this Agreement constitute the only warranties provided by either party with respect to this Agreement, and such warranties are in lieu of all other warranties, written or oral, statutory, expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice or course of performance.

**7. PAYMENT FOR SERVICES.**

(a) **Billing Procedure**. Supplier shall, and shall cause each of its Contract Workers to, comply with the Timecard Application made available under this Agreement to document and approve time worked by Contract Workers, including obtaining any necessary approval(s) of appropriate Customer representatives. The Timecard Application and the approved time entries contained within it will be used to generate a periodic invoice on Supplier's behalf for Contract Services provided by Contract Workers to Customer, which periodic invoice will be submitted to Customer electronically by AGS on Supplier's behalf. To ensure the accuracy of each such invoice, Supplier shall review and confirm the following prior to the release of the invoice to Customer: (i) that all time entries entered into the System by its Contract Workers for the period covered by the invoice are accurate and complete; (ii) that all such time entries have been approved by the appropriate Customer representative; (iii) that all such time and expense entries for which Transaction Taxes are chargeable to Customer under Section 5(j) above have been properly identified and that the Transaction Taxes are included in the invoice are accurate; and (iv) that all reimbursable expenses for the period covered by the invoice are accurate and complete and have been approved by the appropriate Customer representative. Supplier acknowledges and agrees that the amount billable by Supplier to Customer with respect to each hour (or part of an hour) of Contract Services shall equal the applicable bill rate for such hour (or part of an hour) of Contract Services multiplied by (100% - Program Fee Percentage), and each invoice will be prepared accordingly. The Program Fee is intended to be a percentage of each dollar billed on all Contract Services provided by Contract Workers and Conversion Fees under this Agreement excluding any Customer approved expenses. This percentage (referred to as the "**Program Fee Percentage**") is equal to two point seven zero percent (2.70%). Following Customer's expense guidelines, Contract Worker will submit an expense report through System for their individual expense, and attach a receipt for any expense exceeding $25. All expense reports will require Customer approval. Expenses will be reimbursed at cost, without any markup. Supplier further acknowledges and agrees that only hours that have been approved by the applicable Customer manager in the Timecard Application shall be billable to Customer and that the invoice submitted by AGS on Supplier's behalf shall be the only invoice submitted with respect to the Contract Services (and Supplier shall not submit a separate paper or electronic invoice to Customer or AGS). AGS shall provide Supplier with access to a copy of each invoice submitted to Customer on Supplier's behalf, and Supplier shall be responsible for printing out and retaining a copy of each such invoice for its records.

(b) **Payment to Supplier**. Supplier acknowledges and agrees that:

(i) failure by Contract Workers to enter their hours correctly into the Timecard Application may result in delays in payment and/or removal of the Contract Worker (and continued failure by Contract Workers may result in termination of this Agreement);
(ii) Customer will remit payment for Contract Services to AGS as Purchasing Agent, which in turn will remit payment to Supplier on Customer's behalf;
(iii) in no event shall AGS be obligated to pay Supplier for Contract Services and Transaction Taxes unless and until AGS receives payment from Customer for amounts relating to such Contract Services and Transaction Taxes;
(iv) in remitting payment to AGS, Customer will include within such payment the Program Fee and transaction taxes on the Program Fee;
(v) upon receipt of payment from Customer for the Contract Services and Transaction Taxes provided by Supplier and its Contract Workers under this Agreement and the Program Fee and transaction taxes on the Program Fee for services provided by AGS under the Customer Agreement (the amount so received, the "**Gross Payment Amount**"), AGS will deposit the Gross Payment Amount into a designated account (the "**Supplier Services Payment Account**"). After retaining the Program Fee and transaction taxes on the Program Fee out of the Gross Payment Amount deposited into the Supplier Services Payment Account, AGS will then, within five (5) business days of receipt from Customer, disburse payment to Supplier;
(vi) Customer shall not be obligated to pay for any time or expense entries entered into the Timecard Application by Supplier more than thirty (30) days from the date the Contract Service was performed or the expense was incurred, excluding delays due to no fault of Supplier.
(vii) in the event AGS is required pursuant to the Federal bankruptcy code or other applicable law to return any amount received by it from Customer as a result of the payment of such amount being deemed a preference or similarly voidable transaction, Supplier shall promptly return to AGS the portion of such amount received by Supplier from AGS under this section; and

(viii) neither AGS or Customer will pay or be liable for any non-US (except for Puerto Rico) indirect taxes on the Contract Services (e.g. VAT, GST, etc.) or for any imposed fines or penalties associated with such taxes.

(c) **Payment Disputes**. Any payment disputes are to be submitted in writing to AGS by Supplier within sixty (60) days of Supplier's verified receipt of AGS' payment. Any payment disputes after sixty (60) days will not be valid.

**8. INSURANCE**. Supplier shall obtain and maintain insurance, at its sole expense, in accordance with the requirements set forth in Attachment B.

By requiring insurance herein, AGS and Customer do not represent that coverage and limits will necessarily be adequate to protect Supplier. The purchase of appropriate insurance coverage by Supplier or the furnishing of certificate(s) of insurance shall not release Supplier from its obligations or liabilities under this Agreement or in any way modify Supplier's indemnification of AGS.

**9. INDEMNITY.**

(a) **Supplier Indemnity to AGS.** Supplier agrees to indemnify, defend and hold AGS and its parent, subsidiaries, and affiliates, and their respective parents', subsidiaries' and affiliates' officers, directors, employees, agents and representatives harmless from and against any and all Losses arising out of or relating to: (i) a Claim brought by a third party under any labor and employment laws or regulations, employee benefit, or tax laws or regulations of the United States or of any State arising out of any acts or omissions of Supplier or Supplier Personnel; (ii) a Claim brought by a third party for payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Contract Worker arising out of or related to Supplier or Supplier Personnel's acts or omissions(unless such claim is for employee benefits and results from a finding by a Federal, state or local governmental agency, court or other applicable entity that the applicable employee benefit plan or plans of Customer is drafted so as to include temporary employees such as the Contract Workers); (iii) any negligent act or omission, or willful misconduct or willful misrepresentation, by Supplier or Supplier Personnel in the performance of Supplier Services; (iv) any breach or alleged breach by Supplier of its obligations under Section 5 of this Agreement or breach or alleged breach by Supplier of any of the representations and warranties hereunder; or (v) any Transaction Taxes levied, assessed or imposed by any taxing authority as a result of, or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Supplier shall not be liable to AGS for, or have any duty of indemnification with respect to AGS for, any Claims brought under this Section that are arising out of or are related to the negligent acts or omissions of AGS or AGS' violation of applicable law.

(b) **Supplier Indemnity to Customer.** Supplier agrees to indemnify, defend and hold Customer and its parent, subsidiaries, and affiliates, and their respective parents', subsidiaries' and affiliates' officers, directors, employees, agents and representatives harmless from and against any and all Losses arising out of or relating to: (i) any Claim brought by a third-party under any labor and employment laws or regulations, employee benefit or tax laws or regulations of the United States or of any State arising out of any acts or omissions of Supplier or Supplier Personnel; (ii) any Claim brought by a third-party for payment or failure to pay any salary, wages, pensions, benefits or other compensation due and owing to any Contract Worker arising out of or related to Supplier or Supplier Personnel's acts or omissions (unless such Claim is for employee benefits and results from a finding by a Federal, state, or local government agency, court or other applicable entity that the applicable employee benefit plan or plans of Customer are drafted so as to include temporary employees such as the Contract Workers); (iii) any negligent act or omission, or willful misconduct or willful misrepresentation, by Supplier or Supplier Personnel in the performance of Supplier Services; (iv) any breach or alleged breach by Supplier of its obligations under Section 5 of this Agreement or breach or alleged breach by Supplier of any of the representations and warranties hereunder; or (v) any Transaction Taxes levied, assessed or imposed by any taxing authority as a result of, or in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, Supplier shall not be liable to Customer for, or have any duty of indemnification with respect to Customer for, any Claims brought under this Section that are arising out of or are related to the negligent acts or omissions of Customer or Customer's violation of applicable law.

(c) The obligations of this Section 9 will survive any termination of this Agreement.

**10. NOTIFICATION OF CLAIMS; RETENTION OF COUNSEL.** Customer or AGS, as applicable ("**Indemnified Party**") agree to notify Supplier in writing and in accordance with Section 20 of this Agreement, and make commercially reasonable efforts to provide such notice to Supplier within fifteen (15) business days after the Indemnified Party receives

notice of a Claim for which indemnification is sought under this Agreement, provided, however, that no failure to so notify the Supplier shall relieve the Supplier of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Supplier shall have authority to defend or settle the claim; provided however if a settlement requires the Indemnified Party to either (a) pay any monies in furtherance of such settlement or (b) admit any fault or wrongdoing, Supplier will not pay or agree to pay any asserted Claim under this Agreement without prior written approval from the Indemnified Party which approval will not be unreasonably withheld. Supplier shall have the right to select counsel with respect to the defense of any litigation, after consultation with the Indemnified Party. The Indemnified Party reserves the right, at its own cost and expense, to retain counsel to protect their own interests.

**11. MITIGATION OF DAMAGES; LIMITATION OF LIABILITY.** The parties shall have an affirmative obligation to mitigate their respective damages recoverable from the other party under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ASSIGNMENT UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

**12. MEDIA RELEASES.** All media releases, public announcements and public disclosures by either party, its employees, representatives or agents, relating to this Agreement or the subject matter of this Agreement, or using the other party's name, including without limitation promotional or marketing material, but not including any announcement intended solely for internal distribution by such party or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of such party, will be coordinated with and approved by the other party in writing prior to release. In no event shall Supplier use the name or marks, refer to, or identify Customer or any Customer affiliate in advertising or publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising, without the prior written consent of AGS and Customer.

**13. WORKPLACE SAFETY.** The parties acknowledge and agree that Customer is responsible for (i) maintaining a safe and legal workplace for Contract Workers, (ii) providing Contract Workers with adequate instructions and supervision for performing their assignments, and (iii) providing Contract Workers with information, training, and safety equipment for any hazardous substances present in Customer's operations.

**14. PERMITS AND LICENSES.** Each party will maintain in effect during the term of this Agreement, at its own expense, any and all federal, state and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged.

**15. FORCE MAJEURE.** Neither Supplier nor AGS shall be deemed to have breached the Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under the Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, pandemic, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than ten (10) days thereafter).

**16. TERMINATION.**

(a) **Termination for Convenience**. AGS may terminate this Agreement (a) at its convenience for any or no reason by giving Supplier written notice of such termination at least thirty (30) days prior to the effective date of such termination and (b) immediately in the event that the Customer Agreement is terminated. Supplier may terminate this Agreement at its convenience for any or no reason by giving AGS written notice of such termination at least thirty (30) days prior to the effective date of such termination.

(b) **Termination for Cause by AGS**. AGS shall have the right to terminate this Agreement immediately by written notice if Supplier materially breaches this Agreement (including any policy or procedure contained in the Supplier Manual).

(c) **Termination for Cause by Supplier**. Supplier shall have the right to terminate this Agreement if AGS

materially breaches this Agreement and fails to cure such breach within ten (10) days after receiving written notice from Supplier specifying such default.

(d) **Termination for Insolvency**. A party will be deemed in material breach of this Agreement if such party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

Upon termination or expiration of this Agreement, Supplier must immediately return or transfer any property and information of AGS, Customer or the System Administrator in Supplier's possession, including all work, information or materials developed, being developed or in the possession or control of its Contract Workers. Supplier shall provide written confirmation of compliance with this provision.

**17. LABOR ORGANIZATIONS.** In the event Supplier enters into any collective bargaining agreement covering any of the Contract Workers assigned to Customer, Supplier shall have sole control and responsibility for and will be sole signatory with respect to all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

**18. CONTRACT TERMS AND CONDITIONS.** Supplier agrees that the terms, conditions, rules and procedures outlined in this Agreement with AGS will apply to Supplier and its Contract Workers while on Assignment at Customer. Supplier acknowledges and agrees to the terms listed in Customer's Supplier Code of Business Conduct at https://www.eversource.com/content/docs/default-source/pdfs/supplier-code-of-conduct.pdf?sfvrsn=d6d109c_17, which may be updated from time to time and which are incorporated by reference herein..

**19. COMPLIANCE WITH OTHER AGREEMENTS.** Supplier represents and warrants that the Assignment of its Contract Workers to the Customer engagement pursuant to this Agreement does not violate any provision in any agreement between and among Supplier, its Contract Workers and/or any third party.

**20. NOTICES.** Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by email, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement and sent to the attention of the following parties:

If to AGS:

Allegis Global Solutions, Inc.
7301 Parkway Drive S.
Hanover, MD 21076
Attention: General Counsel
Facsimile: 410-579-3136

with a copy to:

Allegis Global Solutions, Inc.
7312 Parkway Drive S.
Hanover, MD 21076
Attention: Director of Finance
Facsimile: 410-579-6011

If to Supplier:

< type Company Name>
< type Address 1 >
< type Address 2 >
< type City, State, Postal >
< type Attention to >

Unless otherwise stated in this Agreement notices, consents or other communications will be deemed received (a) on the dated delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.

**21. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without reference to choice of laws, rules or principles.

**22. SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

**23. SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provision of this Agreement. Any waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**24. ASSIGNMENT.** Supplier may not assign this Agreement, in whole or in part, without the prior written consent of AGS, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon the parties hereto, and their permitted successors and assigns. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

(a) Use of Subcontractors. The parties agree that Customer business needs may require that subcontracting relationships be entered into by Supplier. In such an event, the subcontractor workers shall be deemed to be Contract Workers of the Supplier for purposes of this Agreement. Supplier agrees that AGS may at any time revoke Supplier's privilege to provide such Contract Workers through subcontracting relationships. Supplier agrees to the following with respect to any subcontracting arrangements:

(i) Supplier remains obligated under this Agreement for the performance of the Supplier Services and hereby guarantees the subcontractor's fulfillment of all applicable Supplier obligations;
(ii) Supplier indemnifies AGS and Customer for all damages and costs of any kind, to the extent set forth in Section 9, incurred by AGS, Customer or any third party and caused by subcontractors to the same extent as if such action or omission was caused by Supplier;
(iii) Supplier shall require any subcontractor to consent in writing to any relevant terms and conditions set forth in this Agreement (including the relationship of the parties, ownership and use of intellectual property, confidentiality obligations, security requirements, AGS' right to conduct audits, and requirements regarding record-keeping and reporting) and to acknowledge in writing that AGS and Customer are intended third-party beneficiaries of such terms and conditions;
(iv) Supplier shall provide AGS with a quarterly report of all subcontracted positions and the third parties who filled those positions; and
(v) Supplier shall make all required payments to its subcontractors. If Supplier fails to pay a subcontractor, unless Supplier provides assurances reasonably acceptable to Customer and AGS that the non-payment will not adversely affect or encumber any Contract Services or Customer operations, AGS shall have the right (but not the obligation) to pay such subcontractor and to offset those amounts against amounts payable to Supplier.

**25. SETOFF/RECOUPMENT.** In addition to any right of setoff provided by law, all amounts payable to Supplier and its subsidiaries shall be considered net of indebtedness of Supplier and its affiliates/subsidiaries to AGS and its affiliates/subsidiaries; and AGS shall have the right to setoff against or to recoup from any amounts due to Supplier and its affiliates/subsidiaries from AGS and its affiliates/subsidiaries.

**26. DISPUTE RESOLUTION.** Supplier shall cooperate with AGS in connection with any dispute that may arise under the Customer Agreement that relates to performance by Supplier under this Agreement (including, but not limited to, providing relevant information and making its appropriate employees available to AGS, in each case to the extent reasonably requested by AGS).

**27. JURISDICTION; VENUE.** The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court in the State of New York and the parties irrevocably consent to the personal jurisdiction of such courts.

**28. INDEPENDENT CONTRACTOR.** In its performance of this Agreement, Supplier will at all times act in its own capacity as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner or joint venturer of AGS or Customer, nor will Supplier have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of either AGS or Customer. Supplier's Contract Workers assigned to Customer under this Agreement will remain personnel of Supplier and will not by reason of their Assignment to Customer become employees of Customer or AGS. Regardless of the nature or duration of any assignment with Customer, such

Contract Workers will not be entitled to participate in any of AGS' or Customer's employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, medical, health, group, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. Supplier will cause each of its Contract Workers assigned to Customer to acknowledge in writing the application to such Contract Worker of the second and third sentences of this Section.

**29. THIRD PARTY BENEFICIARY.** The parties mutually agree that Customer is expressly named as third-party beneficiary of all rights granted to AGS under this Agreement, but Customer shall have none of the obligations imposed on AGS hereunder.

**30. SURVIVAL.** Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including, but not limited to the confidentiality and data security provisions contained in Sections 5(l) and 5(m), and the indemnification provisions contained in Section 9 or elsewhere, shall survive any termination or expiration of this Agreement and continue in full force and effect.

**31. ENTIRETY.** This Agreement (together with the Supplier Manual) shall be the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated herein are superseded hereby. Supplier shall not be entitled to modify or amend any term or provision of this Agreement without securing the written consent of AGS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year shown above.

| **AGS** | **Supplier** |
|---|---|
| Signature: | Signature: |
| Print Name: | Print Name: |
| Print Title: | Print Title: |
| Date: | Date: |

**Attachment A – Right to Hire Fees**

A fee, determined in accordance with the following table, is payable by Customer if Customer hires or engages a Contract Worker ("**Conversion Fees**"):

| | Fee | Fee | Fee | Fee |
|---|---|---|---|---|
| | 1-30 Days of Service (Based on annual starting base salary) | 31-60 Days of Service (Based on annual starting base salary) | 61-90 Days of Service (Based on annual starting base salary) | 91+ Days of Service (Based on annual starting base salary) |
| Professional (IT, Accounting, Finance, Engineering) | 15% | 10% | 5% | 0% |
| Administrative, Clerical | 20% | 15% | 10% | 0% |

"**Days of Service**" means the sum of all days billed to Customer for a given Contract Worker under this Supplier over the preceding 365-day period, irrespective of whether such days were consecutive or not, or whether there were breaks in service supported over such period of time.

**Attachment B – Insurance Requirements**

Supplier shall obtain and maintain pursuant to the terms of this Agreement the following types of insurance coverage, with minimum limits as set forth below:

| *Type of Insurance* | *Minimum Coverage Amount* |
|---|---|
| **A. Commercial Automobile Liability**<br>Combined single limit on owned, hired and non-owned vehicles used in the course of providing Contract Services hereunder. | [redacted] |
| **B. Commercial General Liability**<br>Coverage to include blanket contractual liability, broad form property damage and bodily injury, and personal and advertising injury liability. | |
| **C. Employers' Liability**<br>Each employee for bodily injury by accident and disease. | |
| **D. Workers' Compensation**<br>All states of operation. | |
| **E. Excess Liability Coverage**<br>Excess of the general liability, commercial auto, and employer's liability insurance policies. | |
| **F. Professional Errors and Omissions** | |
| **G. Crime/ Fidelity**<br>Including coverage to third parties. | |

1. Supplier shall deliver to AGS: (i) certificate(s) of insurance satisfactory to AGS in its sole discretion, evidencing the existence of all such insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any Contract Services to be performed by Supplier under this Agreement from or after the date of this Agreement; and (ii) additional certificates of insurance, satisfactory to AGS in its sole discretion, of the continued existence of all such insurance prior to the expiration of any such insurance.

2. Such insurance policies shall: (i) be maintained throughout the life of this Agreement, including any extensions; (ii) not be canceled until after thirty (30) days written notice to AGS; (iii) The most currently available AM Best rating for all insurers providing insurance under this Agreement shall be displayed on all certificates of insurance provided by Supplier to AGS.

3. Such insurance policies, with the exception of Crime/Fidelity, Workers' Compensation, Employer's Liability and Professional Errors and Omissions will include and reflect AGS and Customer as Additional Insured Parties.

4. The Professional Errors and Omissions policy shall be appropriate to Supplier's services. Coverage should be for a professional error, act or omission arising out of the scope of services shown in this Agreement.

5. The Crime/ Fidelity insurance policy shall cover third party losses and name AGS and Customer as loss payees.

**Attachment C - Customer IT Security Requirements**

**CORPORATE INFORMATION SECURITY REQUIREMENTS**

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

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

a. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number or taxpayer identification number; (b) identity protection personal identification number issued by the Internal Revenue Service; (c) driver's license number or state-issued identification card number, passport number, military identification number or other identification number issued by the government that is commonly used to verify identity; (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; and (e) user name or electronic mail address, in combination with a password or security question and answer that would permit access to an online account; or

b. Any information deemed by Eversource to be confidential and proprietary such as, but not exclusively, confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that Eversource desires to protect against unrestricted disclosure or competitive use.

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

3. Contractor shall provide Eversource with documentation, as provided by an independent third party, to certify that it satisfies the following **minimum-security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by Eversource:

a. Contractor has a written Confidential Information management program and a published set of comprehensive security policies that stipulate user responsibilities, meet all business, legal and regulatory requirements for protecting the Contractor's cyber assets and Eversource's Confidential Information accessed or stored by Contractor that ensures the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor;

b. Contractor has established written policies and procedures for data security that prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes. Such policies and procedures should have identifiable associated consequences. Contractor shall have communicated these policies and procedures to all users of the Contractor's computer resources with user acknowledgement retained on file;

c. the Contractor's cyber asset level of protection has been defined using a risk assessment process factoring in business impact and the probability of occurrence;

d. each user shall be uniquely identified to ensure accountability and Contractor has processes in place to ensure only authorized and appropriate level of access is granted to computer resources;

e. user activity is logged and Contractor has a process in place for reporting suspected unauthorized activity to facilitate investigations;

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

g. Contractor has SDLC and change control processes in addition to associated security in place to ensure that only authorized hardware and software is installed on Contractor's network;

h. Contractor has security services such as anti-virus, anti-spyware, firewalls, scheduled patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of critical cyber assets, in place and up to date with the latest versions and technology, and Contractor shall keep such security services current and up to date with the latest versions, patches, new virus definitions, etc., and periodically test these services to ensure effective on-going operation;

i. where wireless technology is used, Contractor has sufficient controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;

j. all laptops used by Contractor to access or store PII shall be encrypted.

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

l. all records and files containing PII information that will travel across public networks or will be transmitted wirelessly, shall be encrypted.

m. Contractor has business continuity plans in place that address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans and Contractor periodically tests these plans to ensure their effectiveness.

n. Eversource has the right to audit Contractor's computer systems to ensure all such systems and Eversource information stored on such systems are managed by Contractor in accordance with the requirements set forth in these Requirements. The scope and testing methods of any such audit shall be mutually agreed upon and shall occur no more than once per calendar year (12 months) or as required by applicable law, except in cases of a data breach.

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

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

a. The "Framework for Improving Critical Infrastructure Cybersecurity" published by the National Institute of Standards and Technology;

b. The National Institute of Standards and Technology's special publication 800-171;

c. The National Institute of Standards and Technology's special publications 800-53 and 800-53a;

d. The Federal Risk and Management Program's "FedRAMP Security Assessment Framework";

e. The Center for Internet Security's "Center for Internet Security Critical Security Controls for Effective Cyber Defense";

f. The "ISO/IEC 27000-series" information security standards published by the International Organization for Standardization and the International Electrotechnical Commission; or

g. Title V of the Gramm-Leach-Bliley Act of 1999, P.L. 106-102, as Substitute House Bill No. 6607 Public Act No. 21-119 amended from time to time.

Contractor shall update their cybersecurity program from time to time in response to conform to any revisions to the foregoing in line with industry best practices.

5. The following provisions related to information security are hereby added to the Agreement to which these Requirements are attached:

   a. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;

   b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information as well as Eversource IT Security Requirements shall apply to all customer or employee information being managed by Contractor);

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

   d. Insurance shall be as set forth in Attachment B of the Agreement.

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

6. Security Incident Management:

   *a.* Eversource's Corporate Information Security (CIS) assists in responding to and investigating incidents related to misuse or abuse of Eversource or customer information technology resources. This includes computer and network security breaches and unauthorized disclosure or modification of electronic utility or personal information. In the event of a security incident concerning a computer hosting sensitive Eversource or personal data, Contractor must take immediate action to report the incident to CIS *as soon as the incident is confirmed. Examples of incidents to be reported include, but are not limited to, confirmed network breaches or theft/loss of a computer.*

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

   c. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident if CIS is advised of such efforts promptly.

   d. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.

   e. When CIS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide aid and guidance to the Contractor to appropriately and timely resolve any incident.

**Attachment D – Background Screening Manual**

EVERSOURCE

# Background Screening Manual

Concurrence: [redacted] _____
[redacted] Director, Talent Acquisition

Effective Date: May 2023

## 1. Introduction

The purpose of this manual is to provide assurance that employees (and certain contractors and/or vendors) are screened in accordance with a program to provide a safe and secure work environment.

## 2. Applicability

This manual applies to all prospective Eversource Energy employees. In addition, this manual applies to all contractors/vendors who are retained under the managed staffing program and PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection) Critical Cyber Assets.

## 3. Definitions

3.1. Applicant - an individual seeking employment or contractor/vendor seeking to perform work representing Eversource Energy.

3.2. Contractor/Vendor - an organization or individual under contract to Eversource Energy to provide services.

3.3. Critical Cyber Assets – assets identified and designated as critical cyber assets as that term is defined in CIP-002 of the NERC Critical Infrastructure Protection standards.

3.4. Pre-Adverse Action – preliminary determination and notice to applicant that applicant's background check revealed negative information sufficient to deny employment.

3.5. Adverse Action – determination and notice to the applicant of decision not to hire the applicant based on result of background investigation and any additional information provided after the Pre-Adverse Action notice.

3.6. Employee - an individual who is presently employed by a company in the Eversource Energy system.

3.7. Management Sanctions – adverse management actions taken to ensure compliance with this company manual

## 4. Screening Objectives

4.1. The objectives of this program are to ensure: (1) a safe and secure work environment at Eversource Energy; (2) compliance with federal and state laws; and (3) that only those applicants, employees, and contractors/vendors who have successfully passed this documented

personnel risk assessment program are given cyber or physical access to critical cyber assets.

**5.** Background Investigations

5.1. Employees

Background investigations are required for all new hires. Human Resources/Talent Acquisition shall contract an investigation agency to initiate the background process by having the applicant complete the required documentation through online entry or other methods, as determined by Human Resources.

5.1.1. Once the contracted investigation agency has completed the background investigation, it will provide the report to Human Resources/Talent Acquisition.

5.1.2. An individual's background will be considered favorable when the following elements are satisfactorily completed:

5.1.2.1. Education Verification - Verification of high school or the highest post-high school claimed level of attendance leading to a degree, regardless of time.

5.1.2.2. Employment Verification - Verification of employment for the retrospective seven (7) year period, and additional time as may be necessary on a case-by- case basis.

5.1.2.3. References from former employer(s) - when available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

5.1.2.4. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Designated Nationals (SDN) list.

5.1.2.5. Sex Offender Registry - Consistent with the scope of the Criminal History Search, a search of sex offender database(s) will be conducted in the applicant's name in each state of the applicant's residence if a statewide repository is maintained and accessible as public record.

5.1.2.6. Criminal Record Search - criminal history for the previous seven (7) year period. iCORI state search is processed if the applicant has lived/worked in Massachusetts. (See iCORI Policy Appendix C).

5.1.2.7. Driver Record –Verification that a candidate possesses a favorable driving record and valid motor vehicle license, as may be applicable per individual job requirements.

5.1.2.8. Social Security Trace and Identity Verification - through a social security number trace.

5.1.2.9. Credit Check – Credit History verification is performed to establish the applicant's financial responsibility and credibility when related to job function. (Credit checks are conducted only for individuals hired into Treasury, Accounts Payable, Payroll and Procurement areas.)

5.1.2.10. Military History - if within the previous seven (7) year period, periods of military service shall be verified by receipt of DD214 or other verification.

5.1.2.11. Social Media Screening – FCRA-certified social media review is performed of all public, user- generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non- legally protected disparaging, derogatory or defamatory comments about Eversource or any of its subsidiaries or legacy companies.

5.1.3. Any derogatory information that would affect an individual's employment or representation will be reviewed and adjudicated as indicated in the screening matrix.

5.2. Contractors/Vendors

Background checks are initiated through the contractor's/vendor's employer agency, in accordance with the standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP (Critical Infrastructure Protection)

Critical Cyber Assets at the request of Eversource Energy.

5.2.1. The individual's background will be considered favorable when all elements in Section 5.1 are completed in accordance with background screening matrix. With the exception of 5.1.2.9 (Credit Check) and 5.1.2.11 (Social Media), which are not requirements of a contractor/vendor background check.

**6.** Conduct of Background Investigation

6.1. Consent - A background investigation shall not be initiated without the knowledge and consent of the applicant. Upon request, the applicant shall be informed of the types of records that will be requested and reviewed. The applicant shall also be informed of his/her rights to review the information to ensure its accuracy and completeness. If an applicant is not willing or able to provide the required background information or consent for a background investigation to be completed, the applicant will be considered to have withdrawn from consideration for employment or representation.

6.2. The background investigation shall cover the retrospective period specified in the elements described below. A best effort attempt shall be made to obtain the required information and to document such attempts which address the individual's employment history, educational history, credit history (where applicable and permitted by law), criminal history, military service, and the individual's character and reputation. A significant negative event in any category that is outside the described time period may still be used to deny employment or representation. The elements of the background investigative program shall be addressed as follows:

6.2.1. Employment History - verification of employment for the most recent seven (7) year period, or longer as may be necessary on a case-by-case basis, through contact with the previous employer(s). The following information at a minimum shall be verified:

6.2.1.1. Date of the verification
6.2.1.2. Complete dates of employment
6.2.1.3. Reason for termination
6.2.1.4. Position held
6.2.1.5. If role is subject to Department of Transportation drug and alcohol regulations, additional information is requested in accordance with the Pipeline and Hazardous Materials Safety Administration ("PHMSA" and/or the Federal Motor Carrier Safety Administration ("FMCSA") regulations.

6.2.2. Education – Verify high school diploma and/or verify both the highest level of post-high school attendance leading to a degree. Records shall include at a minimum:

6.2.2.1. Person contacted
6.2.2.2. Date of the verification
6.2.2.3. Dates of attendance
6.2.2.4. Degree attained (if applicable)

6.2.3. Credit check - complete a check of the individual's credit history through the use of an established credit bureau (if applicable and permitted by law) (Credit checks are conducted only for individuals being hired into Treasury, Accounts Payable, Payroll, and Procurement areas).

6.2.4. Military History - If within the past seven (7) year period, military service shall be verified.

6.2.5. Social Security Trace - Verification through a social security number trace.

6.2.7. National Criminal Locator/Restricted Party Search - Verification that the candidate does not have any ties to known terrorist organizations or nations via a background search of the Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list.

6.2.8. National Sex Offender Database Search – Verification that the candidate is not listed within this database.

6.2.9. Motor Vehicle Checks - Verification that a candidate possesses a favorable driving record and valid motor vehicle license, where applicable.

6.2.10. Social Media Screening – FCRA-certified social media review is performed of all public, user-generated content in categories of: racist, sexist, or other discriminatory behavior, sexually explicit material related to child pornography, threats or acts of violence, membership in any extremist organizations or other dangerous activity, and non-legally protected disparaging, derogatory or defamatory comments about Eversource or any of the legacy companies.

6.2.11. References - When available, at least one but preferably two management references regarding qualifications, performance, and/or work ethic.

7. Evaluation Criteria

7.1. In making the decision to grant/deny employment or representation, Eversource Human Resources/Talent Acquisition personnel (or contractor's/vendor's employer agency, in accordance with standards required by the managed staffing program or PSS/EOC programs, and contractors requesting unescorted access to CIP at the request of Eversource Energy) shall consider the information obtained during the background investigation and the nature of the position being filled. This information shall be reviewed using the criteria specified in this document.

7.2. Criminal history information shall be evaluated and reviewed in accordance with state and local laws regarding reliance on/use of criminal history information. Relevance of the record to the position sought, the nature of the work being performed, the severity of the crime and the length of time since the crime was committed, the age of the person at the time the crime was committed, the nature of the work to be performed, evidence of rehabilitation or lack thereof, and any other relevant information whether provided by the applicant or requested supplementally, should be considered when making the final determination to grant/deny employment or representation.

7.3. Derogatory/adverse/flagged information will be reviewed utilizing the background screening matrix as guidance.

**8.** Management Sanctions

8.1. Individuals who willfully omit or falsify information submitted to support their application shall be denied employment or representation.

8.2. If a determination is made, based on the information as provided in section 5.1.2.6 of this policy, that the criminal record belongs to the applicant, and the applicant does not dispute the record's accuracy, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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

8.3 Before taking adverse action on an applicant's application for employment based on the applicant's criminal record, Eversource shall:

a) comply with the applicable federal and state laws and regulations;
b) notify the applicant in person, by telephone, fax, electronic or hard copy correspondence of the potential adverse employment action;
c) follow the FCRA pre-adverse process; and
d) in addition, for applicants in Massachusetts:
   i. provide a copy of the CORI report and CORI policy;
   ii. identify the information in the applicant's CORI that is the basis for the potential adverse action;
   iii. provide the applicant with the opportunity to dispute the accuracy of the information in the CORI report;
   iv. provide the applicant with a copy of DCJIS information regarding the process for correcting CORI; and
   v. document all steps taken to comply with these requirements.

8.4. An individual whose background demonstrates any evidence of coercion, influence, or pressure that may be applied by outside sources to compel an individual to commit any act of sabotage or another act that would adversely reflect upon the individual's trustworthiness or reliability shall be denied employment or representation.

8.5. Individuals who have committed or attempted to commit or aided or abetted another who committed or attempted to commit, any act of sabotage or other act that would pose a threat to Eversource, themselves, or others, shall be denied employment or representation.

8.6. Individuals whose background check reveals any other significant negative information at any time may be denied employment or representation.

9. Records Retention

9.1 Background screening records will be retained following Company records retention policies and applicable state and federal requirements.

9.2 Eversource personnel who collect personal information shall safeguard the confidentiality of that information.

9.3 Access to computer-based information shall be granted to a level necessary to perform assigned duties and will be protected using software and passwords established for those purposes.

Background Screening Matrix

All material derogatory/adverse/flagged information uncovered as part of the screening process will be reviewed by Human Resources/Talent Acquisition or designated agency supplying contractor/vendor resources. This information will be used as permitted by law in conjunction with other available information to determine eligibility for employment, continued employment, or representation.

Assessment and review of derogatory/adverse/flagged information may be accomplished by direct interview with the individual, reviewing information supplied by the individual, and/or reviewing information supplied by others.

If the review process reveals that an adverse hiring or employment decision is dictated, Human Resources or a designated third-party background company, prior to taking adverse action, must complete and deliver to the applicant or current employee a "Notice of Intent to Take Adverse Action" letter, along with a copy of the background investigation report and a "Summary of Rights Under the Fair Credit Reporting Act." After consideration of the applicant's response, and if the decision to deny employment is confirmed, a "Notice of Adverse Action" letter must be issued to the individual. In Massachusetts, the Company will also comply with the CORI policy, attached and otherwise set forth in section 8.3 above. These actions are not the responsibility of Eversource for vendor/contractor applicants.

The following matrices may be used to determine the significance of negative information about the applicant and whether such information merits denial of employment or representation.

**Appendix A**

**EMPLOYEE SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Felony Convictions (Class A and B and Capital), Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List *** | F | F | F | F | F | F | F |
| Single misdemeanor (non-violent) conviction (including drug possession) *** | R | R | R | R | R | R | R |
| Other Felony convictions (not Class A/B/Capital), more than one misdemeanor, or single misdemeanor conviction for violence or computer crimes, all other convictions *** | R | R | R | R | R | R | R |
| One or more DUI/DWI * | R | R | R | R | R | R | R |
| Multiple DMV Moving Violation (s)* | R | R | R | R | R | R | R |
| Credit Past Due/Slow Pay** | R | R | P | P | P | P | P |
| Credit Account Charge Off** | R | R | R | P | P | P | P |
| Social Media Check | R | R | R | R | R | R | R |
| References (with negative information supplied) | R | R | R | R | R | R | R |

R = Review Committee will convene consisting of Talent Acquisition Lead, Talent Acquisition Director and Vice President, Employee and Labor Relations.
P = Pass F
= Fail

* If applicant is applying for a job requiring a CDL or which requires significant driving, these categories will require heightened scrutiny

** If applicant is applying for job in Treasury, Accounts Payable, Payroll or Procurement, these categories will require heightened scrutiny

*** Significant criminal history/violations beyond the 7-year period will be taken into account on a case- by-case basis

**Appendix B**

**CONTRACTOR/VENDOR SCREENING MATRIX**

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 |
|---|---|---|---|---|---|---|---|
| Any Felony Conviction, Sexual Offender, Member of Terrorist Organization, Designated Nationals List, Foreign Asset Control List** | F | F | F | F | F | F | F |
| One or more misdemeanor convictions for violence or computer crimes** | F | F | F | F | F | F | F |
| Misdemeanor convictions for drug possession** | F | F | F | F | F | P | P |
| All other convictions not included in the above categories** | F | F | F | F | F | P | P |
| DMV – Multiple DUI / DWI* | F | F | F | P | P | P | P |
| Multiple DMV Moving Violation (s)* | F | F | F | P | P | P | P |
| References (with negative information supplied) | F | F | F | F | F | F | F |

P = Pass F
= Fail

* If contractor/vendor will hold a position requiring a CDL or which requires significant driving for the Company, these categories will require heightened scrutiny

**Significant criminal history/violations beyond the 7 years (when supplied) should be taken into account.

**Appendix C**

**EVERSOURCE CRIMINAL OFFENDER RECORD INFORMATION ("CORI") POLICY**

*Note: The parties contemplate that background checks and criminal history screenings will be performed in other States, not just Massachusetts and that for all such checks and screenings, the parties performing such checks and screenings will comply with all applicable laws and regulations.*

This policy is applicable to the criminal history screening of prospective and current employees, contractors, subcontractors, vendors, and interns.

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

**I.** CONDUCTING CORI SCREENING

CORI checks will be conducted only as authorized by the Massachusetts Department of Criminal Justice Information Services ("DCJIS") and MGL c. 6, §172, and only after a CORI Acknowledgement Form has been completed. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

**II.** ACCESS TO CORI

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

**III.** CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

**IV.** USE OF CORI IN BACKGROUND SCREENING

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

**V.** VERIFYING A SUBJECT'S IDENTITY

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

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

**VI.** INQUIRING ABOUT CRIMINAL HISTORY

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

**VII.** DETERMINING SUITABILITY

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

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

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

**VIII.** ADVERSE DECISIONS BASED ON CORI

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

**IX.** SECONDARY DISSEMINATION LOGS

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

**Attachment E - Contractor CIP Compliance Agreement**

**CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS**

| | |
|---|---|
| Staffing Supplier Name: | |
| Address: | |
| City, State, Zip: | |
| Primary CIP Contact Person: | |
| Primary CIP Contact Title: | |
| Primary CIP Contact Phone: | |
| Primary CIP Contact Email: | |
| Alternate CIP Contact Person: | |
| Alternate CIP Contact Title: | |
| Alternate CIP Contact Phone: | |
| Alternate CIP Contact Email: | |

This STAFFING SUPPLIER CIP COMPLIANCE AGREEMENT (the "Agreement") dated as of _____, 202_ is made by and between _____ ("Staffing Supplier") and EVERSOURCE ENERGY SERVICE COMPANY, for itself and as agent for its affiliates (collectively, the "Eversource").

WHEREAS, Eversource has Bulk Electric System ("BES") Cyber Systems ("BCS"), BES Cyber System Information ("BCSI" or CIP Information, as defined below), that are subject to the North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") standards pertaining to the reliability and availability of the BES in North America that may be modified and revised from time to time, as identified by the versions adopted by Eversource (collectively the "CIP Standards");

WHEREAS, that parties agree that Staffing Supplier shall protect any confidential infrastructure information ("CII") that Staffing Supplier obtains access to in the course of performing work for Eversource, including certain confidential information pertaining to CCA as described in the applicable CIP Standards ("CIP Information");

WHEREAS, in conjunction with Staffing Supplier's performance of services or work authorized by Eversource in the managed services provider program administered by ALLEGIS GLOBAL SOLUTIONS, INC. ("MSP") for Eversource, Staffing Supplier, as a staffing agency whose assigned temporary workers' services involve authorized unescorted physical or cyber access to Eversource's BES or BCS and/or access to CIP Information stored on Eversource systems ("Work" or "Services"), upon the satisfaction of the terms and conditions and requirements set forth in this Agreement, Staffing Supplier employees, subcontractors or agents shall be duly authorized to perform the Work ordered by Eversource ("Authorized Personnel");

WHEREAS, CIP Standards require that all Authorized Personnel satisfy personnel training and screening requirements; and

WHEREAS, CIP Standards require that all CIP Information be protected and that appropriate measures are taken to document access privileges to CIP Information, including access by Authorized Personnel.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Personnel Risk Assessment ("PRA") and Training Requirements:
    a. Prior to and as a condition of Eversource authorizing and granting access to cyber or unescorted

physical access to BCS for Authorized Personnel or access to BCSI, Staffing Supplier providing any Authorized Personnel must comply with the PRA documentation requirements, as well as training requirements as described below: in accordance with the following chart:

| Access Type | Impact Type | Requirement |
|---|---|---|
| Control Centers | High | PRA<br>CIP Training |
| Substations | Medium and Low | PRA<br>CIP Training<br>Substation Training** |
| BES Cyber System Information ((BCSI) Electronic Information) | High | PRA<br>CIP Training |
| | Medium and Low | CIP Training only |

** For Eversource NH, CT and MA-West, Substation training includes:

- Substation & Electrical Hazard Awareness
- Personnel Protective Equipment
- Job Safety Briefing
- Substation Access Module A
- Substation Access Module B

**For Eversource MA-East, Substation training is Instructor Led

b. **Security Awareness Training:** Staffing Suppliers must ensure that Authorized Personnel enroll in and successfully complete Eversource's CIP training and adhere to CIP training requirements and quarterly reinforcement communications issued by Eversource, as well as any other written requirements provided by Eversource (or MSP on behalf of Eversource) to Staffing Supplier. Staffing Supplier shall be responsible to ensure that Authorized Personnel re-perform the CIP training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

c. **Personnel Risk Assessment (PRA):** Staffing Supplier is required to provide satisfactory true and accurate documentation required for PRA for Authorized Personnel and provide such third-party certifications to MSP. Staffing Supplier shall be responsible to review such documentation to confirm that such documentation has been received and is in compliance with Eversource's requirements before notifying MSP and Eversource's Security that such Authorized Personnel have satisfied requirements, including, at a minimum, the following:

i. identity verification (e.g., Social Security Number verification for U.S. citizens required and eVerify);
ii. seven-year criminal background check with standards that meet or exceed Eversource requirements, pursuant to **Schedule A,** which may be amended from time to time by Eversource in its discretion.; and
iii. verification that the Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list. (https://sanctionssearch.ofac.treas.gov/ )

Staffing Supplier acknowledges and agrees that certain documentation will be

submitted to Eversource, including third party documentation from Eversource approved background check companies that: (1) confirm the identity of the Authorized Personnel; (2) confirm that Authorized Personnel do not have any ties to known terrorist organizations or nations via a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list, and (3) confirm that the Authorized Personnel have satisfactorily completed the seven-year background check, **provided that in no event should the details of the background check report be submitted to the MSP System**. MSP shall review the documentation and certification presented by the Staffing Suppliers for each Authorized Personnel in order to verify that the PRA was completed and that it complies with Eversource's written requirements associated therewith and in accordance with the provisions in this Section 1 and shall execute **Schedule B** where indicated and submit to the designated Eversource Security representative.

d. Staffing Suppliers shall also provide MSP with an executed CONTRACTOR CIP COMPLIANCE AGREEMENT**.**

2. **Authorized Personnel List:** Staffing Suppliers are required to:
   a. maintain a list of Authorized Personnel with authorized cyber and authorized unescorted physical access rights to Eversource's BCS ("Authorized Personnel List");
   b. update the Authorized Personnel List and notify Eversource and Eversource's designated Security representative in writing:
      i. of any change of Authorized Personnel or change of access rights of Authorized Personnel promptly but within the periods required in this Section 2(b);
      ii. if any of Authorized Personnel is being or has been terminated for any reason, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning of such termination to the extent that Eversource's security does not already have knowledge of such termination, so that Eversource can take immediate action to terminate access rights at the time of termination and Staffing Supplier will update the Authorized Personnel List; provided, however, should the termination be initiated by Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change;
      iii. if the cyber and physical access rights or CIP Information access of any of its Authorized Personnel is no longer required, Staffing Supplier will notify Eversource's security immediately (within 12 hours of termination) upon learning that CIP access is no longer needed to the extent that Eversource's security does not already have knowledge of such change so that Eversource can take the appropriate action to terminate access rights and Staffing Supplier will update the Authorized Personnel List; provided, however, should the decision that access is no longer needed be that of Eversource, it is Eversource that will notify Staffing Supplier in writing regarding such change.
   c. review the Authorized Personnel List quarterly to ensure all changes have been made and advise Eversource of any changes;
   d. provide Eversource with a copy of the current Authorized Personnel List upon request; and
   e. ensure that all Authorized Personnel sign appropriate documentation which is set forth in **Schedule C** acknowledging and consenting to the release of limited personal information to the MSP and Eversource and that such persons will comply with Eversource's CIP policies and procedures and the CIP Standards, as the same may be revised from time to time.

3. **Authorized Personnel Certification:** Staffing Supplier shall provide to MSP and Eversource a completed certification form attached hereto as **Schedule B** for each Authorized Personnel certified by Staffing Supplier that a PRA has been performed in compliance with Section l(c). In addition, Staffing Supplier shall also provide MSP and Eversource with a **Schedule C** executed by Authorized Personnel indicating that they have read, understand, and will comply with this Agreement, including without limitation, the confidentiality requirements.

4. **Indemnity:** Staffing Supplier shall defend and indemnify Eversource, its parent, affiliates and its and their employees, agents, officers and directors and hold it and them harmless from any and all liabilities, damages, claims, demands, or losses, fines, penalties (including reasonable legal, attorney, administrative, or regulatory fees and expenses) arising out of, or claimed to have arisen out of, any breach of warranty or noncompliance of Staffing Supplier, its subcontractors, agents, or employees with their obligations under this Agreement or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

5. **Right To Audit.** Eversource shall have the right to inspect and audit all of Staffing Supplier's books, records, correspondence, receipts, PRA and CIP training records, and other documents to substantiate such party's compliance with the terms of this Agreement.

6. **CII and CIP Information Nondisclosure:** Staffing Supplier's personnel has been granted access to CII, including BCSI/CIP Information, and Staffing Supplier accepts and agrees and warrants and represents that it will keep such CII in confidence and trust subject to the following terms and conditions:

    a. The CII is being disclosed hereunder solely for the purpose of enabling Staffing Supplier to perform the Work. Staffing Supplier will not knowingly use CII directly or indirectly for an illegal or non- legitimate purpose. Staffing Supplier shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for completion of the Work. Staffing Supplier shall limit disclosure of CII within its organization strictly to those persons that have been authorized by Eversource pursuant to the terms of this Agreement and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' agreement as to the limitations on use and further disclosure as set forth in this Agreement.

    b. Staffing Supplier will maintain written records of the persons to whom CII is distributed and provide such records upon request.

    c. In no event shall Staffing Supplier or any Authorized Personnel store any CII on any information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource. Staffing Supplier and its agents, employees, and representatives shall maintain the CII: (i) in a confidential and secure place; (ii) only on Eversource systems and in compliance with Eversource's information security requirements (iii) in compliance with CIP Standards for access to or storage of any CIP Information; and (iv) in compliance with Staffing Supplier's confidential information policies and procedures for the protection of highly confidential information, data or other tangible or intangible property of Staffing Supplier.

    d. Staffing Supplier shall indemnify and hold Eversource harmless from all liabilities arising from or related to the disclosure of CII in violation of this Agreement by Staffing Supplier or by any employee, agent, or other representative of Staffing Supplier or by any third party to whom Staffing Supplier or any such employee, agent or representative discloses CII in violation of this Agreement.

    e. Staffing Supplier shall not transmit or further disclose the CII to any third party, provided, however, that the foregoing shall not prohibit the inspection and review only of such CII at Eversource's offices by a governmental authority or agency upon the issuance of: (i) an order compelling such inspection and review by a court of competent jurisdiction; or (ii) a protective order no less restrictive than the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or Eversource waives compliance with the provisions hereof, the Staffing Supplier hereby agrees to furnish only that portion of the CII which the Staffing Supplier's counsel advises is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded such CII. Upon issuance of a subpoena seeking disclosure of CII, Staffing Supplier shall immediately notify Eversource and MSP and take all reasonable steps to limit disclosure of the CII. Staffing Supplier shall not reproduce or excerpt such CII during such inspection and review.

f. Staffing Supplier acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Staffing Supplier which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting or implying any right, title, or interest in the CII to Staffing Supplier or as permitting Staffing Supplier to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

g. Staffing Supplier understands and acknowledges that Eversource will suffer immediate and irreparable harm in the event that Staffing Supplier fails to comply with the terms of this Agreement, and that monetary damages alone may be inadequate to compensate Eversource and provide a remedy for a breach of this Agreement. Accordingly, Staffing Supplier agrees that Eversource will be entitled to monetary and non-monetary remedies that might be available, including injunctive relief in the event it is determined by a court that a breach of this Section 6 has occurred or is likely to occur, as well as reimbursement of legal costs, to enforce the terms of this Agreement.

h. The rights and obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. In the event that Eversource, in its sole discretion, so requests, the Staffing Supplier will promptly deliver to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof. CII provided pursuant to this Agreement is deemed to be on loan and must be returned to Eversource upon request. If the Staffing Supplier is an employee of a federal or State agency, s/he must note that the information is not the property of the agency.

j. The CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to the Staffing Supplier, or any other person or entity, for the Staffing Supplier's use of any CII disclosed pursuant to this Agreement.

7. This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.

8. The Staffing Supplier understands and agrees that no failure or delay by Eversource in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Staffing Supplier acknowledges and agrees that upon written authorization by Eversource, the MSP may be authorized by Eversource to enforce Eversource's rights under this Agreement for the benefit of Eversource.

9. Staffing Supplier may not assign this Agreement without the prior written approval of Eversource.

10. This Agreement shall be construed, interpreted, and governed by the laws of the State of Connecticut provided that (a) if the CII pertains to BCSI entirely outside of the State of Connecticut then the laws of the State/Commonwealth where the BCSI is located (or to which the CII pertains) may govern certain aspects of the enforcement of the rights and remedies of Eversource (including legal process and procedure);. Venue with respect to any disputes arising out of this Agreement shall be exclusively in the federal or state courts located in the State of Connecticut.

11. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

12. Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and has he/she has the authority to sign on behalf of such entity. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Electronic mail or facsimile signatures shall be acceptable to and binding upon all parties with the same force and effect as if it were a manually executed and delivered counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic transmission shall also deliver the original manually executed counterpart of the Agreement to Eversource

(through MSP) within ten (10) Business Days after the date of delivery of the electronic mail copy or facsimile hereof.

13. Notice and Staffing Supplier Contact: Staffing Supplier shall designate, at all times during its performance of Work, a Primary and Alternate CIP Contact Person and shall promptly update the information provided at the beginning of this Agreement after any changes thereto.

IN WITNESS HEREOF, the parties have hereto set their respective signatures to this Agreement effective as of the date set forth above.

| | |
|---|---|
| Staffing Supplier: _____ | Eversource Energy Service Company |
| _____<br>SIGNATURE: | _____<br>SIGNATURE: |
| NAME: _____ | NAME: _____ |
| TITLE: _____ | TITLE: _____ |
| DATE: _____ | DATE: _____ |

**Schedule A**

CRIMINAL BACKGROUND CHECK STANDARDS MATRIX

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

**F- Fail**
**P- Pass**

**Schedule B**

**MSP/STAFFING SUPPLIER**
**Authorized Personnel Certification**:
(to be submitted to System)

Staffing Supplier hereby certifies that, in compliance with the CIP CONTRACTOR COMPLIANCE AGREEMENT FOR STAFFING SUPPLIERS, Staffing Supplier has uploaded documents in the System for the individual listed below demonstrating that such individual has met the Personnel Risk Assessment (PRA) requirements in accordance with the NERC CIP standards, including a satisfactory Criminal Background Check Summary only, ID Verification requirements, and OFAC certification.

| Name of Authorized Personnel | PRA - 7 year Criminal Background Check Date | PRA- ID Verification Method and Date | PRA - Office of Foreign Asset Control's (OFAC) Certification (https://sanctionssearch.ofac.treas.gov) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Staffing Supplier: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**MSP Authorized Personnel Certification:**

MSP hereby certifies that pursuant to this Certification by the Staffing Supplier and the PRA documents in the System, Staffing Supplier has provided the PRA documents for the individuals listed above that are required to comply with the minimum PRA requirements in accordance with the NERC CIP standards set forth in Schedule A; provided, however MSP makes no certification as to the accuracy or authenticity of each document uploaded in the System and the Staffing Supplier remains solely responsible and liable for the truthfulness, legitimacy and accuracy of each document presented to MSP to verify.

MSP: ALLEGIS GLOBAL SOLUTIONS, INC.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**Schedule C**

CIP INFORMATION AND CII NONDISCLOSURE AGREEMENT
AND PERSONAL INFORMATION SHARING ACKNOWLEDGEMENT
(to be added to System)

As the undersigned Authorized Personnel, I acknowledge and certify that I have been advised by my employer, the Staffing Supplier, of the following terms and furthermore agree to comply with and abide by said terms:

a. Prior to starting the assignment, I will read and comply with Eversource's Critical Infrastructure Protection (CIP) standards policies and procedures as indicated on Eversource intranet at the link http://nunet.nu.com/NUCorporate/MyJob/cip/ . I also understand that I must complete the online General Awareness Training for the CIP standards.

b. I also consent to a Personnel Risk Assessment ("PRA") being conducted and understand that this is required because of my Cyber/Physical Access to Eversource confidential infrastructure information that I may access as part of my assignment. I understand that certain personal information required for compliance with the CIP - PRA requirements will be released to the Staffing Supplier, the MSP and Eversource to store on file for CIP documentation.

c. I acknowledge and understand that Confidential infrastructure information, including certain confidential information pertaining to Critical Assets or Critical Cyber Assets as described in Standard CIP-003-1, (collectively "CII") is being disclosed hereunder solely for the purpose of enabling me to perform services ("Work") as a Staffing Supplier employee for Eversource Energy Services Company, for itself and as agent for its affiliates ("Eversource"). I will not use CII directly or indirectly for an illegal or non-legitimate purpose. I shall not make any copies, excerpt, or in any way reproduce CII received hereunder, except as may be necessary for performance and completion of the Work. I will limit disclosure of CII strictly to those persons that have been authorized by Eversource in writing and then only after advising such persons as to the confidential and proprietary nature of the CII and obtaining such persons' written agreement as to the limitations on use and further disclosure as set forth in this Agreement.

d. I will maintain written records of the persons to whom CII is distributed and provide such records upon request.

e. In no event will I store any CII on an information technology system, equipment or device (portable or otherwise) that is not owned or managed by Eversource.

f. I will not transmit or further disclose the CII to MSP, Staffing Supplier employing Authorized Personnel or third party, without Eversource's advance written consent.

g. I acknowledges that all right, title, and interest in and to the CII furnished hereunder, as well as all material prepared by Authorized Personnel which utilizes the CII, shall reside with Eversource or its affiliates. Nothing herein shall be construed as granting me or Staffing Supplier or implying any right, title, or interest in the CII or permitting me or my employer, the Staffing Supplier, to unfairly obtain the right to use CII which becomes publicly known through any improper act or omission on its part.

h. I understand and agree that Eversource's rights and my obligations arising under this Agreement with respect to CII disclosed hereunder, particularly the confidentiality obligations, shall survive any termination of this Agreement.

i. Upon the earlier to occur of my completion of services for Eversource, termination or upon Eversource's request, I will promptly return to Eversource all CII, including all copies, reproductions, summaries, compilations, analyses or extracts thereof that were in my possession and upon Eversource's request provide Eversource with written certification of the return of all such CII. All CII provided to me is deemed to be on loan and must be returned to Eversource upon request.

j. All CII is provided "as is" with all faults. In no event shall Eversource be liable for the accuracy or completeness of the CII. Eversource shall not have liability to MSP, Staffing Supplier, Authorized Personnel, or any other person or entity, for the Authorized Personnel's use of any CII disclosed to Authorized Personnel.

SIGNATURE: _____

NAME:_____

TITLE:_____

DATE:_____

**Attachment F – Assignment Attestation Form**

Eversource MSP

## Assignment Attestation Form

This document outlines all of the pre-employment requirements associated with your Contract Workers assignment at Eversource. These requirements are additionally outlined in your Allegis supplier agreement. This document must be completed in its entirety and uploaded to System with any needed supporting documents prior to Contract Worker starting.

Please reach out to the AGS Project Team with any questions.

Supplier Name: _____

Contract Worker Name: _____

| Requirement | Notes | Date Completed/Supplier Comments |
|---|---|---|
| Attachment G – Contract Worker Agreement | Signed and dated by Contract Worker and Supplier representative | |
| Code of Conduct | Signed and dated by Contract Worker and Supplier representative | |
| 7-Year Criminal History Search | County/Statewide | |
| 7-Year Criminal History Search | Federal | |
| Motor Vehicle Driving Record | If driving is a required job duty | |
| Social Security Trace | | |
| Education Verification | Highest Completed Level | |
| 7-Year Employment History | | |
| 2 Supervisor References | | |
| National Criminal Record Locator | | |
| Restricted Parties Search | | |
| 7-Year Sex Offender Registry Search | | |
| I-9 Identity Verification | | |

| Third-Party Background Check and Identity Verification Certification | From Third-Party Background Check Vendor | |
|---|---|---|
| 10-Panel Drug Test | 1. Marijuana<br>2. Cocaine<br>3. Phencyclidine (PCP)<br>4. Amphetamines (methamphetamines, MDMA, MDA, MDEA, ecstasy)<br>5. Opiates (codeine, morphine, heroin (6AM))<br>6. Benzodiazepines<br>7. Barbiturates | |
| | 8. Methadone<br>9. Propoxyphene<br>10. Methaqualone or oxycodone | |
| CIP<br><br>** if necessary | 1. Attachment D - Standard Contractor CIP Compliance Agreement for Contractors<br>2. Attachment D (Schedule B) - Authorized Personnel Certification form as proof of completion of the Personnel Risk Assessment<br>3. Attachment D (Schedule C) - Confidential CII Nondisclosure Agreement | |

I hereby confirm that the above requirements were completed and favorable as indicated.

Printed Name of Staffing Supplier Representative:

_____

Signature of Staffing Supplier Representative:

_____

Date: _____

**Attachment G – Contract Worker Agreement**

**CONTRACT WORKER AGREEMENT**

The purpose of this overview is to explain the main points of the Contract Worker Agreement. This document must be signed prior to starting an Assignment at Eversource Energy. If you have additional questions, please contact your staffing company.

**Section 1 –Contract Worker**
In Section 1, the Contract Worker understands and agrees that they may or may not be assigned to work at Eversource Energy and that, if assigned, they will, to the best of their ability, perform quality work. In addition, it clarifies that the "Contract Worker Agreement" does not form a binding employment agreement between the Contract Worker and Eversource Energy, but is only between the Contract Worker and his or her Employer (Staffing Company).

Section 1 also clarifies the Employee/Employer relationship between the Contract Worker and his or her Employer in regards to all forms of payment including but not limited to payment of time, reimbursement of expenses, benefits and employment taxes.

**Section 2 – Client Work Policies and Rules.**
In Section 2, the Contract Worker agrees to abide by the worksite policies and any codes of conduct presented to them and acknowledges responsibility for damage to Eversource Energy's equipment, property or business operations. In addition, the Contract Worker agrees to be responsible for his or her own safety while on assignment with Eversource Energy.

**Section 3 - Confidentiality and Non-Disclosure**
In general, this section defines what is considered confidential and what is not considered confidential. It also gains the Contract Worker's agreement to maintain confidentiality in regards to Eversource Energy's materials and agreement not to disclose confidential information.

**Section 4 - Injunctive Relief**
If a situation arises, whereby Eversource Energy learns of the disclosure or threatened disclosure of confidential information, this statement enables Eversource Energy to request a court injunction requiring the Contract Worker to stop disclosing confidential information.

**Section 5 - Work Product**
This section establishes that work produced or developed while on assignment will remain Eversource Energy's property with the exception of excluded inventions.

**Section 6 through Section 12- Agreement Terms**
Standard contractual terms are outlined in these sections.

**CONTRACT WORKER AGREEMENT**

This Contract Worker Agreement (the "Agreement") is made this _____day of _____, 20___

by and between _____ ("Contract Worker")
*Contract Worker – Individual Name*

and Contract Worker's employer,_____("Employer")
*Staffing Supplier Name*

WHEREAS, Employer has been engaged to provide certain services, including work performed on a temporary basis by Contract Worker, to Employer's customer, Eversource Energy Service Company, for itself and as agent for its affiliates ("Client") and

WHEREAS, Contract Worker may be assigned by Employer to work for Client on a temporary basis,

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Contract Worker

1.1 Contract Worker may be engaged to provide services to Client as an employee of Employer only, and not as an employee of Client. The Employer shall be the Staffing Supplier identified above. Contract Worker shall perform all services or work to the satisfaction of Client.

1.2 Contract Worker acknowledges and agrees that no employment relationship between Contract Worker and Client is created by this Agreement.

1.3 Contract Worker acknowledges and agrees that Employer shall be solely responsible for all payments to Contract Worker, including payment of compensation, premium payments for overtime, bonuses, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Contract Worker acknowledges and agrees that Contract Worker is not eligible to participate in or receive any benefits under the terms of Client's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Client.

1.4 Contract Worker acknowledges and agrees that the cash payments and benefits which Contract Worker receives from Employer shall represent the sole compensation to which Contract Worker is entitled, and that Employer will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall Client be liable for any such obligations.

1.5 Contract Worker acknowledges and agrees that Client shall have no liability of any kind to the Contract Worker related to payment for the time worked, if any, for Client pursuant to this Agreement. Contract Worker hereby waives any claim he or she may have against Client related to such payment.

1.6 TEMPORARY EMPLOYMENT AGREEMENT AND WAIVER

In consideration of Contract Worker's assignment to Client, Contract Worker agrees that Contract Worker is solely an employee of Employer for benefits plan purposes and that Contract Worker is eligible only for such benefits as Employer may offer to its employees. Contract Worker further understands and agrees that Contract Worker is not eligible for or entitled to participate in any benefit plan offered by Client, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of Contract Worker's assignment to Client and regardless of whether Contract Worker is held to be a common-law employee of Client for any purpose, and therefore, with full knowledge and understanding, Contract Worker hereby expressly waives any claim or right that Contract Worker may have, now or in the future, to such benefits and agrees not to make any claim for such benefits.

Contract Worker hereby acknowledges and agrees as follows:

Contract Worker will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information Contract Worker gain through contact with materials or documents that are made available through Contract Worker's assignment at Client or that Contract Worker learn about during such assignment. Contract Worker will not disclose or in any way reveal or disseminate any information pertaining to Client or its operating methods and procedures that come to Contract Worker's attention as a result of this assignment. Under no circumstances shall Contract Worker remove copies or documents from the premises of Client. Contract Worker understand that Contract Worker shall be responsible for any direct or consequential damages resulting from any violation of this agreement. The obligations of this Agreement shall survive Contract Worker's employment by Employer.

Furthermore, in connection with Contract Worker's assignment to provide services to Client, Contract Worker agrees that any and all deliverables and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, products and other work product, relating to work Contract Worker perform while providing services to Client, or relating to matters disclosed to Contract Worker by Client in connection with work to be performed, or suggested by such matters, whether or not patentable, which are made or conceived by Contract Worker, solely or jointly with others, during the term of Contract Worker's assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter (collectively, "Work Product"), shall be the property of Client as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq*., and such shall be promptly disclosed to Client. Client shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said Work Product. Contract Worker shall, during any assignment to Client or at any time thereafter, provide to Client all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such Work Product and for the assignment or conveyance to Client of all right, title, and interest in and to such Work Product, patent applications, and letters patent issuing thereon.

Finally, unless authorized by Client, Contract Worker will not use any personal mobile device in performance of Contract Worker's job duties while on assignment at Client. Contract Worker will also comply with all Client policies and standards of conduct related to or applicable to Contract Worker's assignment.

2. Client Work Policies and Rules.

2.1 Contract Worker acknowledges and agrees that during the performance of Contract Worker's job duties for Client, Contract Worker will not violate any of Client's work rules and policies, including those specified in Client's Standards of Business Conduct. Contract Worker shall at all times comply with all rules, policies and procedures of Client as provided to Contract Worker by Employer, or Client. Contract Worker agrees that Contract Worker shall not harm Client's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with Client's business operations.

2.2 Contract Worker agrees that he or she enters onto Client's premises at his or her own risk and, to the fullest extent permitted by law, Contract Worker waives any claims he or she may have now or in the future against Client for personal injury or property damage arising out of or connected in any way with Contract Worker's presence on Client's premises or his or her assignment to Client.

2.3 Contract Worker agrees to abide by Client's Standards of Business Conduct.

3. Confidentiality and Non-Disclosure

3.1 For purposes of this Section, "Confidential Information" shall include all business or technical information, including proprietary information about costs, Client, pricing, profits, markets, sales, lists of Client, employees, potential employees, methods of doing business, plans for future development, information regarding matters of a technical nature, such as scientific, trade and engineering secrets, all "know-how", formulas, designs, secret processes, machines, inventions, computer programs (including documentation of such programs) and research projects, information obtained by examination of any product, design, production equipment or drawings thereof and any other information of a similar nature that is marked "Confidential" or that the Contract Worker knows or has reason to know is the confidential or proprietary information of Client or. Notwithstanding the forgoing, Confidential Information shall not include any information that:

3.1.1 is hereafter lawfully disclosed to the Contract Worker under conditions which do not restrict further disclosure or by a third party which did not acquire the Confidential Information under an obligation of confidentiality to Client, as the case may be;

3.1.2 properly came into the Contract Worker's possession from a third party which is not under any obligation to maintain the confidentiality of such Confidential Information; or

3.1.3 has become part of the public domain through no act or fault of the part of the Contract Worker.

3.2 Confidentiality The Contract Worker agrees that he or she will:

3.2.1 Maintain in strict confidence all Confidential Information of Client, as the case may be;

3.2.2 Use or reproduce the Confidential Information solely as necessary for purposes of providing services as an independent contractor to Client;

3.2.3 Not remove any copyright notices, trademark notices, or other proprietary legends or indications of confidentiality set forth on or contained in any of the Confidential Information; and

3.2.4 Immediately notify Client, in writing of any known unauthorized use or disclosure of the Confidential Information, providing a detailed description of the circumstances of the disclosure and the parties involved.

4. Injunctive Relief Contract Worker acknowledges that it is likely to be difficult to value the damages sustained by Client, due to any breach of Section 3 herein and that such damages are likely to be substantial or irreparable and the damaged party's remedy at law would be inadequate. Therefore, in the event of a breach of Section 3 herein, in addition to any other relief, Client, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

5. Term This Agreement shall be effective as of the date first written above, and shall remain in effect notwithstanding Contract Worker's termination of employment with Employer or termination of Contract Worker's assignment to Client.

6. Severability In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or enforceable provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

7. Waiver This Agreement may be amended, or its requirements waived, only by a writing signed by the party against whom enforcement of the waiver or amendment is sought.

8. Governing Law; Jurisdiction This agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any litigation under this Agreement shall be filed and pursued in a court of proper venue in the Commonwealth of Massachusetts. All parties expressly consent to the jurisdiction of such courts.

9. Assignment Neither party's rights or obligations under this Agreement can be assigned without the express prior written consent of (i) the other party hereto, and (ii) Client. Any attempted or purported assignment of this Agreement without such consent shall be void.

10. No Inducements Contract Worker warrants and represents that he or she has neither provided nor offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Client for any purpose. Contract Worker shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Client for any purpose.

11. Entire Agreement This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous negotiations, discussions and understanding of the parties with respect to the subject matter hereof.

12. IN WITNESS WHEREOF, the parties hereto have executed this Contract Worker Agreement as of the date first written above.

| Employer | Contract Worker |
| --- | --- |
| Company Name:_____ | |
| Print Name:_____ | Print Name:_____ |
| Signature:_____ | Signature:_____ |
| Date:_____ | Date:_____ |

DocuSign Envelope ID: 4624DA61-0FC3-41F5-9402-BD2D4FBCF7DF

7312 Parkway Dr, Hanover, MD 21076

ALLEGIS GLOBAL SOLUTIONS™
An Allegis Group Company

**AMENDMENT NO. 1 TO STATEMENT OF WORK – MSP SERVICES**

THIS AMENDMENT NO. **1** (this "Amendment") effective as of December 1, 2023 (the "Amendment Effective Date") amends the CORPORATE SERVICES AGREEMENT, dated October 6, 2023, between Allegis Global Solutions, Inc. ("AGS") and Eversource Energy Service Company, for itself and as agent for its affiliates ("Eversource"), together with all referenced exhibits and attachments (the "Agreement") (AGS and Eversource each a "Party" and collectively, the "Parties").

**RECITALS:**

WHEREAS, the Parties desire to amend the terms and conditions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the representations, warranties, and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.

**2.** Section 5 of Schedule 3 (Fees;Invoicing;Payment) in Exhibit B Statement of Work – MSP Services shall be deleted in its entirety and replaced with the below:

5. ***Fee Percentages; Rebates.***

***5.1 Standard Pricing*** The Staffing Supplier Fee Percentage, MSP Fee Percentage, MSP Fee Percentage rebate and Fixed Customer Rebate are set forth in the table below. Eversource shall be eligible to receive an annual MSP Fee Percentage rebate that will be calculated based on the total Annual Spend in accordance with the table below. AGS shall remit payment to Eversource for the applicable MSP Fee Percentage rebate and Fixed Customer Rebate within sixty (60) days of the end of each Annual Period.

**Standard Pricing:**

| **If Annual Spend** | | **Then the Staffing Supplier Fee Percentage shall be:** | **Then the MSP Fee Percentage shall be:** | **Then the MSP Fee Percentage Rebate shall be:** | **Then the System Administrator Fee Percentage shall be:** | **Then the Fixed Customer rebate shall be:** |
|---|---|---|---|---|---|---|
| **is at least:** | **but less than:** | | | | | |
| [redacted] | | | | | | |

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***5.2 Payroll Pricing:*** The Parties acknowledge that a combined MSP Fee Percentage and System Administrator Fee Percentage of 2.7% shall be applied for all pre-identified payroll spend and such spend shall not be subject to a Fixed Customer rebate.

**3. Miscellaneous**. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event that any terms or conditions contained herein are inconsistent or in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. This Amendment together with the Agreement constitutes the entire agreement between such Parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. From the date hereof, any reference to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Amendment as of the Amendment Effective Date.

**EVERSOURCE ENERGY SERVICE COMPANY**

DocuSigned by:
By: [redacted]

Name:

Title: VP, Supply Chain

Date: 4/23/2024

**ALLEGIS GLOBAL SOLUTIONS, INC.**

DocuSigned by:
By: Julio Castellanos
EDC73CBB5F0940B...

Name: Julio Castellanos

Title: Assistant Controller

Date: 4/8/2024

# AMENDMENT NO. 3 TO STATEMENT OF WORK - MSP SERVICES

THIS AMENDMENT NO. 3 ("Amendment") effective as of June 3rd,, 2026 (the "Amendment Effective Date") amends the CORPORATE SERVICES AGREEMENT, dated October 6, 2023, between Allegis Global Solutions, Inc. ("AGS") and Eversource Energy Service Company, for itself and as agent for its affiliates ("Eversource"), as amended by Amendment No. 1, dated December 1, 2023, together with all referenced exhibits and attachments (the "Agreement"). AGS and Eversource shall be known herein individually as the "Party" and collectively as the "Parties".

## RECITALS:

WHEREAS, the Parties desire to amend the terms and conditions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the representations, warranties, and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.

2. Section 4.7.2 in Exhibit B Statement of Work – MSP Services shall be amended to delete the word "diversity" in sub-section (x) and replace such word with "categories recognized under FAR Part 19".

3. Under "Eversource Reporting Requirements (for Allegis team) (in addition to reports already identified (this listing may not be all inclusive):" in Schedule 2 of Exhibit B Statement of Work – MSP Services, the line "Diversity Spend" shall be amended to delete the word "diversity" and replace with "spend with respect to categories recognized under FAR Part 19".

4. The "Diversity Spend" line in Schedule 4 (Performance Management and Metrics) of Exhibit B Statement of Work – MSP Services shall be deleted in its entirety and replaced with the below:

| | | |
|---|---|---|
| Spend with respect to categories recognized under FAR Part 19 | Percentage of total spend of the program / total spend with respect to categories recognized under FAR Part 19 for Staffing Suppliers (see Schedule 7). | Monthly (Report)<br><br>Quarterly (QBR) |

5. Schedule 7 of Exhibit B Statement of Work – MSP Services shall be deleted in its entirety and replaced with the below:

Schedule 7 to Statement of Work
Staffing Supplier Engagement and Spend Requirements Plan

a. Eversource fully supports the government's policies of ensuring that Service-Disabled Veteran-Owned Small Businesses (SDVOSB) and Veteran-Owned Small Businesses (VOSB) have equal opportunity to compete for contracts and subcontracts. Eversource has and will continue to commit to filing annual subcontracting plans regarding the utilization of contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

b. In an effort to broaden the pool of Staffing Suppliers providing qualified resources to Eversource, AGS agrees to recommend to Eversource Staffing Suppliers that qualify for any of the categories recognized under FAR Part 19 to be added to the Program.

c. AGS agrees to provide completed Annual Spend for Staffing Suppliers that qualify for any of the categories recognized under FAR Part 19 quarterly through the designated Eversource Process. Such Annual Spend details include, but are not limited to, spend data with Staffing Supplier name, contact information, address, DUNS number and classification.

AGS acknowledges that Eversource may provide the names of potential Staffing Suppliers to AGS for consideration to be added to the Program. AGS agrees to consider utilizing such Staffing Suppliers in connection with this Agreement.

Eversource Supplier Engagement Contact: sheila.azor@eversource.com

https://www.acquisition.gov/far/

6. **Miscellaneous**. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event that any terms or conditions contained herein are inconsistent or in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. This Amendment together with the Agreement constitutes the entire agreement between such Parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. From the date hereof, any reference to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.

[Signature page follows]

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Amendment as of the Amendment Effective Date.

| **EVERSOURCE ENERGY SERVICE COMPANY** | **ALLEGIS GLOBAL SOLUTIONS, INC.** |
|---|---|
| | |
| By: [redacted] | By: Courtney Lorenz |
| Name [redacted] | Name: Courtney Lorenz |
| Title: Senior Procurement Agent | Title: Sr. Contracts Manager |
| Date: 06/03/2026 | Date: 06/03/2026 |

7317 Parkway Dr. South, Hanover, MD 21076

ALLEGIS GLOBAL SOLUTIONS™
An Allegis Group Company

**AMENDMENT NO. 2 TO STATEMENT OF WORK – MSP SERVICES**

THIS AMENDMENT NO. **2** TO **STATEMENT OF WORK – MSP SERVICES** (this "Amendment") is entered into as of January 1, 2026 (the "Amendment Effective Date") to modify and amend the Corporate Services Agreement, dated October 6th, 2023 (the "Agreement") between Allegis Global Solutions, Inc. ("AGS") and Eversource Energy Service Company, for itself and as agent for its affiliates ("Eversource") (each a "Party" and collectively, the "Parties").

**RECITALS:**

NOW, THEREFORE, in consideration of the representations, warranties, and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Except as defined herein or otherwise required by the context herein, all capitalized terms used in this Amendment have the meaning set forth in the Agreement.

2. **Section 2 Term of the Agreement** shall be extended to January 1, 2030, unless earlier terminated by either Party in accordance with the Agreement.

3. **Section 6.3.2 AGS Personnel of the Statement of Work – MSP Services** shall be deleted in its entirety and replaced with the following:

6.3.2 AGS shall provide Eversource with a staffing plan that includes the AGS Program Team assigned to perform the MSP Services. AGS will provide the appropriate number of Program team members to manage the Eversource account based on volume. Should volumes flex up or down, AGS and Eversource agree to discuss Program team size and mutually agree to adjust team size accordingly. Eversource and AGS will evaluate the service levels and performance of the AGS Program Team on a quarterly basis. If the performance of any team member is deemed by Eversource to be unsatisfactory, Eversource shall have the right to request that AGS replace such team member. If any such team member of AGS is not performing, AGS shall promptly replace such team member. AGS will provide written notice to Eversource if Program Team members may be transferred, replaced, removed. AGS Program Team members making any such transition shall provide for appropriate overlap in duties to ensure transfer of Program knowledge. Eversource and AGS will evaluate the service levels and performance of the AGS Program Team on a quarterly basis. If the performance of any team member is deemed by Eversource to be unsatisfactory, Eversource shall have the right to request that AGS replace such team member.

4. Effective January 1, 2026, The **Annual Period** listed in **Section 4 of Schedule 3 (Fees; Invoicing; Payment) in Exhibit B Statement of Work – MSP Services** shall be updated to reflect a calendar year.

5. Effective January 1, 2026, **Section 5 Fee Percentages; Rebates of Schedule 3 in Exhibit B Statement of Work – MSP Services** shall be deleted in its entirety and replaced with the following:

6. Fee Percentages; Rebates. The Staffing Supplier Fee Percentage, MSP Fee Percentage and MSP Fee Percentage rebate are set forth in the table below. Eversource shall be eligible to receive an annual MSP Fee Percentage rebate that will be calculated based on the total Annual Spend in accordance with the table below. AGS shall remit payment to Eversource for the applicable MSP Fee Percentage rebate within sixty (60) days of the end of each Annual Period.

| Annual Spend | Then the Staffing Supplier Fee Percentage shall be: | Then the MSP Fee Percentage shall be: | Then the System Administrator Fee shall be: | Then the MSP Fee Percentage Rebate shall be: |
|---|---|---|---|---|
| [redacted] | | | | |

7. Effective January 1, 2026, **Section 6 Annualized Spend below Threshold of Schedule 3 in Exhibit B Statement of Work – MSP Services** shall be deleted in its entirety and replaced with Intentionally Omitted.

For avoidance of doubt, for the 2025 Annual Period from April 2025 to December 2025, the Parties agree that the **Minimum Annual Spend** shall be waived and AGS shall retain the customer fixed rebate referenced in Amendment No. 1 dated December 1, 2023.

8. **Miscellaneous**. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event that any terms or conditions contained herein are inconsistent or in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. This Amendment together with the Agreement constitutes the entire agreement between such Parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. From the date hereof, any reference to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.

**IN WITNESS WHEREOF,** the authorized representatives of the Parties have executed this Amendment as of the Amendment Effective Date.

**EVERSOURCE ENERGY SERVICE COMPANY**

By: [redacted]

Name: [redacted]

Title: VP, Supply Chain

Date: 01/14/2026

**ALLEGIS GLOBAL SOLUTIONS, INC.**

By: Courtney Lorenz

Name: Courtney Lorenz

Title: Regional Conrtoller

Date: 01/12/2026

**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Master Services Agreement"), dated January 1, 2026 together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and AON Consulting ("Contractor") for actuarial consulting. (Contract Number: CW2339637 )

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

**THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF AND SHALL APPLY TO ALL PURCHASE ORDERS THAT REFERENCE THIS AGREEMENT.:**

Exhibit A: General Terms and Conditions, Consulting, Rev #19, Executed by both Parties 2/06/2026
Exhibit B: RESERVED
Exhibit C: RESERVED
Exhibit D: Statement of Work and Pricing Schedule
Exhibit E: RESERVED
Exhibit F: RESERVED
Exhibit G: RESERVED

## I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date through December 31,2028 unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term.

## II. ENTIRE AGREEMENT; INTERPRETATION

Work or invoicing shall not be processed against this Agreement. All Work will be authorized via an approved Purchase Order. Each Purchase Order shall: be task-specific; adhere to requirements defined by this Agreement; specify the Work and its location; and, define other pertinent details as necessary. Work preparation or actual Work shall not be initiated until the Purchase Order has been issued. Any Work performed by Contractor without a Purchase Order will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONTRACTOR. CONTRACTOR HEREBY AGREES

THAT OWNER SHALL BE ENTITLED TO RELY ON CONTRACTOR'S COMMENCEMENT OF PERFORMANCE OF WORK AS EVIDENCING CONTRACTOR'S ACCEPTANCE OF THE PURCHASE ORDER, IN WHICH CASE SUCH WORK PURCHASE ORDER SHALL CONSTITUTE AN AGREEMENT DOCUMENT AND SHALL BIND THE PARTIES AS THOUGH COUNTERSIGNED BY EACH OF THEM. Unless specifically indicated in the applicable Purchase Order, each Purchase Order shall not amend, change or otherwise modify the then current terms and conditions of this Agreement. The Parties have established the foregoing structure to expedite Owner's engagement of Contractor for Work as and when Owner elects to do so. If awarded to Contractor, the Purchase Order will include all Services and/or Equipment to be provided by Contractor, either directly or through the retention of Subcontractors, as authorized under the applicable Purchase Order.

## III. PRICE

Work shall be performed on a Time and Material OR Unit Price basis pursuant to this Agreement and in accordance with Exhibit D.

## IV. TECHNICAL REQUIREMENTS

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

## V. SALES TAX

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

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

When providing Work in New Hampshire does not require sales tax; therefore, sales tax is not applicable.

## VI. PRIORITY OF DOCUMENTS

In the event of any conflict, inconsistency or ambiguity between or among the documents comprising the Agreement, the order of priority shall be as follows: (1) the Cover Agreement; (2) the Special Terms and Conditions, if applicable; (3) the General Terms and Conditions; (4) the Technical Requirements;

and (5) any other documents referred to on the Purchase Order. Exhibits, appendices, addenda or any other documents attached to and/or otherwise made a part of any of the foregoing documents shall have the priority of the document to which they are attached and/or made a part of.

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

| **AON Consulting INC, Contractor** | **Eversource Energy Service Company** |
|---|---|
| **By** Milind K. Desai | **By** [redacted] |
| **Printed** Milind K. Desai | **Printed** |
| **Title** Senior Partner | **Title** Director, Procurement |
| **Date** 04/20/2026 | **Date** 04/22/2026 |

**EVERSOURCE ENERGY**
**GENERAL TERMS and CONDITIONS**
**CONSULTING SERVICES**

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**1. DEFINITIONS.**

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

1.1 ACCEPTANCE**:** Owner's determination that Consultant has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Consultant in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provided to Consultant, including, without limitation, business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by Law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". Consultant's Confidential Information includes (i) Consultant Information and information considered by Consultant to be a trade secret and/or of a commercially valuable and sensitive nature, (ii) business plans, marketing strategies and financial information and (iii) oral and written information designated by Consultant as confidential.

1.6 CONSULTANT: The entity issued an Order by Owner.

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

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

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

1.10 ENVIRONMENTAL LAWS: All applicable Laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 RESERVED.

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

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Consultant has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

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

1.15 FORCE MAJEURE: Force Majeure" shall mean an event or circumstance that prevents one party from performing its obligations that (a) was not anticipated; (b) is not within the reasonable control of the party seeking relief (the "Claiming Party"); (c) does not result from the negligence of the Claiming Party (or any of its subcontractors) or from a breach of any of the Claiming Party's contractual or other legal obligations; (d) the Claiming Party is unable using commercial reasonable efforts to overcome or avoid or cause; and (e) is caused by one or more of the following (to the exclusion of all other events or circumstances): (i) an act of God (including fire, flood or other significant, unpredicted and unusual natural catastrophe) having general application to the Site or facilities required in order to satisfy the party's obligations under the Agreement and alternate facilities are not reasonably available; excluding, inclement weather at Site where Work is not prohibited under subsection (ii); (ii) a governmental authority suspends or otherwise prohibits the performance of such Work (excluding, however, any actions resulting from the alleged failure of the Claiming Party to satisfy any obligation); (iii) act of war, terrorism or sabotage; (iv) an epidemic and/or pandemic (including COVID-19, also known as Coronavirus), provided that Consultant has developed and implemented plans, protocols and procedures to prevent, mitigate and remediate the effects of any such occurrence; or (v) nationwide labor strike or labor strike by employees of the other party. For the avoidance of doubt, neither (A) strikes, work stoppages or other labor disputes affecting Consultant or Owner (and/or any subcontractor(s) or suppliers to Consultant or Owner), other than those referenced in subsection (v) above, nor (B) changed or adverse economic conditions and/or commercial impracticability experienced by Consultant or Owner (including market changes, increased costs and/or insufficient money) shall constitute a Force Majeure.

1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.17 RESERVED

1.18 LAWS: All laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable in each case to a party's performance of its obligations under this Agreement, including, without limitation, environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. Laws shall also include any and all constitutions, charters, acts, statutes, laws, ordinances, codes (including codes of conduct), rules, regulations, orders, consent decrees, legislative or administrative actions, final decrees, judgments or orders of any court, specified standards or objective criteria of any governmental authority having jurisdiction concerning all or any portion of the Work or the Agreement and applicable to a party's performance of its obligations under this Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law. For the avoidance of doubt, each party shall only be required to comply with Laws applicable to that party's performance of its obligations under this Agreement.

1.19 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.20 OWNER: Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No Eversource Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work. Owner shall be responsible for compliance with the terms of the Agreement by any Eversource Affiliate that uses or receives the Services.

1.21 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.22 PARTY: Each of Owner and Consultant

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

1.24 SITE: The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.25 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.26 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, and workmanship for the Work and

performance of Services, as provided, supplemental or revised in the Agreement.

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

1.28 WORK: The terms used to describe collectively, all Work Product, Consultant Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Consultant under the Agreement.

**2. CONSULTANT'S BILLING RATES**

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

**3. TERMS OF PAYMENT**

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Consultant shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Consultant shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Consultant must invoice for Work in a timely fashion. Subject to Owner's invoicing instructions, Consultant shall issue its final invoice to Owner no later than within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) to summarize the services provided and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; or (b) unsatisfactory performance of the Work by Consultant; (c) failure of Consultant to perform any of its obligations under the agreement; or (d) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by Law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant under the Agreement. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made, subject to Consultant's right to cure any incorrect or incomplete performance.

3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents

necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

**4. TAXES.**

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

4.2 Taxes on Consultant's Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant's use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Consultant and Consultant's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Consultant's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Consultant that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Consultant will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Consultant for any taxes levied against Consultant's income, property or payroll.

4.4 RESERVED.

**5. CHANGES AND ADDITIONS.**

5.1 Either Party may request changes or additions to the Work by submitting a written request to the other. Changes shall not, however, be implemented until approved in writing by both Parties. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Consultant.

5.2 Owner shall have the right to require Consultant to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Consultant Resources performing the Work. The Parties shall mutually agree

upon any such change, including any adjustment to compensation or timing for such Work..

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the Party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the Party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Consultant due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either Party.

5.5 Consultant shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Consultant. In all instances, Consultant shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Consultant shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim.

**6. INFORMATION.**

6.1 Consultant has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes (“Consultant Information”).

6.2 Owner will submit to Consultant all Owner Information in Owner’s control necessary for Consultant to perform the Work covered by this Agreement. Owner will maintain in compliance with applicable Law any and all documents related to the Services. Owner is responsible for the accuracy and completeness of any and all Owner Information that is submitted to Consultant. Owner agrees to notify Consultant as soon as possible of any problems or errors in Owner Information submitted. Services performed by Consultant in correcting such problems or errors are additional services for which additional fees will be payable.

6.3 Reserved.

6.4 Reserved.

6.5 For Work that includes Consultant Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Consultant Information (excluding any Owner Confidential Information) that is subject to Consultant’s patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests. For Work that includes any work product or deliverable that is prepared exclusively and solely for Owner (“Work Product”), all such Work Product shall be the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 “CONFIDENTIAL INFORMATION” herein, whether or not each such document is so identified. To the extent that exclusive title and ownership rights to the Work Product may not originally vest in Owner as contemplated hereunder, Consultant hereby irrevocably assigns, transfers and conveys to Owner all right, title and interest therein to the Work Product. To the extent that any Consultant Information is contained in any of the Work Product, subject to the terms of this Agreement, Consultant hereby grants to Owner a paid-up, royalty-free, nonexclusive license to use such Consultant Information

solely for Owner's internal use in connection with the Work Product.

6.6 Consultant shall be responsible for the completeness and accuracy of the Consultant Information and Work Product it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, Consultant's reperformance of the Work to correct matters attributable to such errors shall be not chargeable by Consultant.

6.7 Reserved.

6.8 Reserved.

**7. ELECTRONIC DELIVERY OF INFORMATION.**

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

**8. DELAYS.**

8.1 Schedule Commitment/Notice of Delay. Each Party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 1.15). Consultant shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

**9. FORCE MAJEURE.**

9.1 Neither Party shall be liable to the other for loss or damage resulting from any delay or failure of a Party to perform its contractual obligations due to Force Majeure.

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

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Consultant due to any failure of the Consultant to prepare for the Work or due to any commercial impracticability experienced by Consultant, including market changes, increased costs or insufficient money or other resources. The party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in Work or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. If Consultant's performance is impaired by Force Majeure for a period of thirty (30) days or more, Owner shall have the right to terminate the Agreement upon written notice and without further liability.

**10. INSPECTION.**

10.1 RESERVED.

10.2 Consultant shall provide Owner timely delivery of intermediate or draft Work, as required, in accordance with the Agreement. Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

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

10.4 RESERVED

**11. REQUIREMENTS FOR ACCEPTANCE.**

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

11.1 RESERVED.

11.2 properly executed, unconditional waivers or releases of lien from Consultant and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of Work;

11.4 all Information required under the Agreement; and

11.5 Return of all property provided by Owner.

**12. PARTIAL COMPLETION AND ACCEPTANCE.**

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

**13. SUSPENSION OF WORK.**

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

**14. TERMINATION FOR CAUSE.**

14.1 Without prejudice to any other right or remedy either Party may have under the Agreement, at Law and/or in equity and upon providing written notice of such termination to the other Party, each Party may terminate the Agreement without any liability being owed thereby by the terminating Party to the other Party (excluding any breaches of terminating Party then existing or any fees owed for Work previously for performed), in the event of the occurrence of any of the following:

14.1.1 insolvency of the other Party;
14.1.2 filing of a voluntary petition in bankruptcy by the other Party;
14.1.3 filing of an involuntary petition in bankruptcy against the other Party;
14.1.4 appointment of a receiver or trustee for the other Party;
14.1.5 execution by the other Party of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors; or
14.1.6 commencement of any legal proceeding against the other Party that, in terminating Party's opinion, may interfere with the other Party's ability to perform in accordance with the Agreement.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant, upon giving Consultant written notice of default and allowing Consultant a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Consultant.

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

14.4 Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work

and/or contract rights of Consultant relating to the Work, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

14.5 If Owner breaches any of the terms of the Agreement, Consultant shall have the right without any liability being owed thereby by Consultant to Owner (excluding any breaches of Consultant then existing), upon giving Owner written notice of default and allowing Owner a period of fifteen (15) Business Days, or such other period as may be agreed upon by the parties, to remedy such deficiency, and such default not being completely remedied within such notice period, to: cancel the Agreement in whole or in part upon giving written notice to Owner.

14.6 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

**15. TERMINATION FOR CONVENIENCE.**

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least fifteen (15) Business Day's prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner's notice (subject to the minimum notice requirement). Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Consultant shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Consultant under the Agreement; provided, however, the scope, duration and fees chargeable for any transition services shall be mutually agreed upon by the Parties.

15.2 Upon Owner's request, Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work Product for which Owner has made payment, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work Product.

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

**16. OWNER'S REPRESENTATIVE STATUS.**

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

**17. CONSULTANT'S SUPERVISORY DUTIES.**

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

17.2 Consultant shall efficiently and continuously supervise its Consultant Resources required to complete

the Work. Consultant shall be fully liable for the acts and omissions of Consultant Resources subject to the terms of this Agreement. Consultant shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Consultant shall at all times enforce strict discipline and good order among Consultant Resources and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request that Consultant remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

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

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources. Owner's requests and/or reviews concerning any Consultant Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld; provided, however, Owner's consent shall not be required in the event of any termination of employment, leave of absence or promotion of such key personnel.

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

**18. INDEPENDENT CONTRACTOR.**

Consultant Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

**19. SUBCONTRACTING.**

19.1 Consultant shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner. Notwithstanding the foregoing, Owner's consent shall only be required where Consultant has engaged a Subcontractor specifically for the Work, and shall not be required for Subcontractors that provide back office administration, technical / IT support and similar support and administrative functions not specific to the Work.

19.2 Irrespective of Owner's consent or the terms of any agreement between Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Consultant terminate any subcontract and remove any Consultant Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Consultant shall not allow access to the Site(s) or any portion thereof under the control of the Consultant by any person not acting under the direction and control of Consultant, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 RESERVED

**20. COMPLIANCE.**

20.1 Contractor and Contractor Resources shall comply with all Laws, regulations and requirements applicable to Contractor's performance of the Work, including international, federal, state and local Laws, and the Laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable Laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 To the extent provided by Owner, Consultant and Consultant Resources shall comply with Owner's requirements, procedures, and policies when performing Services on Owner's premises.

20.3 Reserved.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local Laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster an engaged and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder

information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

20.6 Applicable to Work or Services requiring the processing the personal data of the following:

**a. Connecticut Residents: In compliance with the Connecticut Consumer Data Privacy Act., Conn. Gen. Stat. § 42-515 through 42.525 ("CTDPA")**

**b. New Hampshire Residents: Effective January 1, 2025, in compliance with New Hampshire Expectation of Privacy Act, RSA 507- H ("NHEPA")**

20.6.1 To the extent that consult processes any personal data that is subject to CTDPA and NHEPA, Consulting agrees to comply with clauses 20.6.2-20.6.6.

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

20.6.3 Assistance by Consultant. Consultant shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA and/or NHEPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined under Connecticut and New Hampshire law (i.e. Conn. Gen. Stat. §36a-701b and RSA 359-C:19), of Consultant's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

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

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

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

**21. SITE REQUIREMENTS.**

21.1 For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other Consultant's forces at the Site to perform work not included in the Agreement. All Work performed by Consultant shall be undertaken in full cooperation with Owner's personnel or the personnel of other Consultants at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Consultant's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Consultant represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Consultant's execution and completion of the Work. Consultant agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Consultant from its obligation to independently assess the requirements of the Work.

**22. INCIDENTAL MATERIALS AND CONSUMABLES.**

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

**23. HAZARDOUS MATERIALS.**

23.1 Consultant shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Consultant shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Consultant shall comply fully with all

Environmental Laws. Consultant is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Consultant shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Consultant shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Consultant shall defend and indemnify Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants and hold it and them harmless from and against any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Consultant Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Consultant and Consultant Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Consultant or Consultant Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Consultant, Consultant Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Consultant or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Consultant agrees to use the EPA identification number assigned to the Site at which Consultant is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Consultant shall apply for a temporary number.

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

23.6 Following completion of the Work, Consultant shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Consultant shall promptly remove any and all equipment and consumables from the Site. In the event that Consultant fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Consultant. Such expenses to be borne by Consultant include, without limitation, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Consultant, at Consultant's sole cost and expense.

**24. RESERVED.**

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

To the extent applicable to the Services being provided by Consultant on Owners site(s), Consultant hereby agrees:

25.1. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work, and as in effect from time to time ; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

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

25.3. While performing all Work, Consultant shall, and shall ensure that Consultant Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Consultant shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4. Consultant shall train all Consultant Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Consultant shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6. For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Consultant for loss of or damage to such tools or equipment.

25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any

individual or damage to property or to the environment.

25.8. RESERVED.

25.9. RESERVED.

25.10. RESERVED.

25.11. RESERVED

25.12. Consultant shall have obtained identity verification, criminal background checks (federal, state and county checks for prior seven (7) years) and drug tests for all Consultant Resources prior to using such Consultant Resources to perform Work at customer facilities or Owner Sites. Consultant shall not assign Work to Consultant Resources that have any record of convictions (including any record since employment with Consultant) for any felonies and misdemeanors involving violence, sexual offense, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13. RESERVED.

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

26.1 Whenever Consultant provides Work that will not be subject to further work by Consultant, title shall pass to Owner upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.

26.2 RESERVED.

26.3 RESERVED.

26.4 RESERVED.

26.5 Consultant shall deliver the Work materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

**27. CLEANUP.**

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

**28. RESERVED.**

**29. RESERVED.**

**30. REMOVAL OF EQUIPMENT.**

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

**31. INSURANCE BY CONSULTANT.**

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

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000.

31.2 Comprehensive or Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Consultant is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 If applicable, Errors and Omissions coverage for professional Services and products provided by Consultant with limit of not less than $2,000,000 per claim and aggregate, which coverage Consultant shall maintain in effect for a period of at least three (3) years following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.

31.5 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds on a blanket basis using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04, or any other reasonable equivalent, providing equivalent coverage for both ongoing and completed operations, if any.as respects bodily injury and/or property damage claims arising out of Consultant's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies other than Errors and Omission, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31. 6 Consultant shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Consultant’s insurance policies within thirty (30) days of the award of any Contract but in no event later than prior to the commencement of any Work. Consultant shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage within thirty (30) days following the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Contract.

31.7 The Commercial General Liability and Automobile Liability coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates, as additional insureds, and shall not be deemed to limit Consultant's liability under the Contract.

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

31.9 Consultant shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

31.10 For any Services to be provided by any Subcontractor, Consultant shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

**32. INDEMNIFICATION.**

To the fullest extent permitted by Law, Consultant shall be responsible for and shall indemnify, and shall defend (except for claims set forth in (ii) below) and save Owner, its parent, and its Affiliates and their respective trustees, officers, and directors (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related reasonable attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the negligent acts or omissions of Consultant Resources or related to Consultant's breach of its obligations under the Agreement Documents. Nothing in this Article shall derogate or reduce Consultant's obligations under Article 31 hereof.

To the fullest extent permitted by Law, Owner shall be responsible for and shall indemnify, and shall defend and save Consultant, its parent, and its Affiliates and their respective trustees, officers, and directors harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related reasonable attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from (i) the negligent acts or omissions of Owner or related to Owner's breach of its obligations under the Agreement Documents; and (ii) claims made by Owner's employees, Affiliates, plans, plan participants and plan beneficiaries. For the avoidance of doubt, in the event Owner defends a claim described in (ii) which is in the scope of Consultant's indemnity set forth in the first paragraph, Consultant shall be required to indemnify Company with respect to such claim.

**33. INFRINGEMENT OF PROPRIETARY RIGHTS.**

33.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest. Consultant will not indemnify Owner or any Indemnified Person however, if the claim of infringement results from (i) use of other than the most recent version of the Product (defined below) made available to Owner by Client; (ii) Owner's alteration of the Product; (iii) use of any Product in combination with other unauthorized software not provided by Consultant; or (iv) use of Product in contravention of this Agreement.

33.2 If Owner provides Consultant notice of a claim of infringement with respect to any Work Product or Consultant Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product or (v) if none of the foregoing are available on an commercially reasonable basis, Consultant shall refund any fees paid for the infringing Product.

**34. CONFIDENTIAL INFORMATION.**

34.1 Each Party acknowledges that it may be necessary to disclose Confidential Information to the other Party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each Party shall maintain the Confidential Information of the other Party in a secure and confidential manner. Consultant agrees to use Owner's Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only. Neither Party shall disclose Confidential Information to third parties or to publish any Confidential Information without the other Party's advance written consent. Consultant also agrees to comply with all other applicable state, federal and local Laws, and regulations regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws c93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information. Notwithstanding anything to the contrary herein, and for the limited purpose of Consultant's product development, internal metrics and/or industry articles, Consultant may use Owner's Confidential Information in combination with its other client's data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such Owner Confidential Information is: (a) identifiable by Owner or an Owner employee (or capable of being reverse engineered so that is identifiable) or (b) attributable to Owner (including when aggregated with other client data.

34.2 Consultant shall give immediate notice to the Owner of any incident that may cause Owner Confidential Information to be disclosed or otherwise used in an unauthorized manner. Such immediate notice shall be given first by telephone and shall be followed by a more complete written notice to be provided within forty-eight (48) hours of Consultant's confirmation of the incident. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure / use, the measures taken and to be taken to retrieve and restore the Confidential Information and/or to otherwise prevent the unauthorized use or disclosure of the Confidential Information.

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

34.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. Either Party may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process. If a Party discloses Confidential Information to any governmental agency or court, such Party shall, to the extent it does not violate or fail to comply with any such request or order, advise the other Party prior to disclosure and, at the other Party's sole cost and expense, cooperate in any effort by the other Party to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with such other Party's interests and in a manner that meets the requirements of the governmental authority or court.

34.5 Any information transmitted to either Party will not be deemed Confidential Information if that

information is: (a) in the receiving Party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving Party; (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving Party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other Party subject to requirements of confidentiality or (e) if such Party independently discovers or develops such information.

34.6 RESERVED

34.7 The provisions of this Article 34 shall also apply to Confidential Information that a Party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

34.8 Either Party may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to the receiving Party. Within fifteen (15) days of receipt of such notice, the receiving Party shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, receiving Party shall provide disclosing Party with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information. In accordance with applicable legal and disaster recovery requirements, receiving Party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

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

34.10 **THIS SECTION IS APPLICABLE ONLY TO WORK RELATING TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Consultant obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Consultant shall keep confidential any CEII applicable to Owner and the Work, and shall observe all obligations associated therewith applicable Laws and regulations. To the extent any such Work involves critical cyber assets, Consultant agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Consultant shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.10 by Consultant, or its subcontractors, at any tier. In addition, upon request by Owner, Consultant shall execute an agreement confirming such compliance with the foregoing obligations.

**35. WARRANTY.**

35.1 Services Warranty.

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

performance of the Work.

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

35.1.3 RESERVED

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

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

35.4 RESERVED

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

35.6 Additional Warranty Provisions.

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

35.6.3 Reserved.

35.6.4 Reserved.

35.6.5 Corrective Work performed by Consultant shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period.

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

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

35.7 RESERVED

**36. LIMITATION OF LIABILITY.**

36.1 SUBJECT TO SECTION 36.5 AND 36.6, CONSULTANT'S AGGREGATE LIABILITY TO OWNER UNDER THE AGREEMENT IN ANY CALENDAR YEAR WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR

OTHERWISE SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT DURING SUCH CALENDAR YEAR OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONSULTANT FOR FEES PAYABLE UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT AS SET FORTH IN SECTIONS 36.5 AND 36.6 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, STATUORY LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES ("CONSEQUENTIAL DAMAGES").

36.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT.

36.4. The parties understand and agree that the liability of Consultant to Owner under the Agreement, at Law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONSULTANT".

36.5 NOTWITHSTANDING SECTION 36.1, 36.2, OR ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIAIBLITY OF CONSULTANT FOR (I) BOTH DIRECT AND CONSEQUENTIAL DAMAGES IN ANY CALENDAR YEAR ARISING OUT OF OR RELATED TO CONSULTANT'S CONFIDENTIALITY OBLIGATIONS AND (II) CONSEQUENTIAL DAMAGES IN ANY CALENDAR YEAR ARISING OUT OF RELATED TO CONSULTANT'S INDEMNIFICATION OBLIGATIONS SHALL, IN THE AGGREGATE, BE LIMITED TO FIVE MILLION DOLLARS ($5,000,000).

36.6 NOTHING IN THIS SECTION 36 SHALL LIMIT OR PRECLUDE CONSULTANT'S LIABILTY FOR ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (INCLUDING INDEMNITY FOR SUCH CLAIMS). NOTHING IN SECTION 36.1 SHALL LIMIT OR PRECLUDE CONSULTANT'S LIABILITY FOR (A) IP INFRINGEMENT (INCLUDING INDEMNITY FOR SUCH CLAIMS) AND (B) PERSONAL INJURY OR PROPERTY DAMAGE (INCLUDING THE INDEMNITY FOR SUCH CLAIMS).

**37. RESERVED.**

**38. RESERVED.**

**39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.**

39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other written notice of any dispute, which notice shall include a summary of that Party's position and the name and title of the executive who will be representing that Party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving Party shall respond with a summary of that Party's position and the name and title of the executive who will represent that Party. Within forty-five (45) days after the initial

notice, unless otherwise agreed, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one Party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing Party's notice, or if the Parties failed to meet or arrange to meet within sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, may be pursued by either Party through judicial process or arbitration upon the Party's mutual agreement.

39.4 Nothing herein shall prejudice, impair or otherwise prevent Owner from seeking equitable relief pending the conclusion of any mediation proceeding.

**40. ADVERTISING.**

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

**41. BINDING EFFECT; ASSIGNMENT.**

The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner and Consultant may assign this Agreement to any Affiliate of Consultant in connection with an internal reorganization. Consultant is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Consultant, upon discovering that Consultant has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

**42. WAIVERS.**

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

**43. APPLICABLE LAW.**

43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the Laws of the State of Connecticut, without regard to its principles of conflicts of Law.

**44. NOTICES; DEMANDS.**

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual

set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Consultant or the Consultant's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

**45. RIGHT TO AUDIT.**

Owner shall have the right to inspect and audit all of Consultant's books, records, correspondence, receipts, vouchers and memoranda relating to the Work provided under the Agreement to verify any charges for Services.

**46. DOCUMENT RETENTION.**

Except as set forth in Section 6.5 “INFORMATION”, Article 34 “CONFIDENTIAL INFORMATION” and below in this Article 46, all Owner Confidential Information shall remain the exclusive property of Owner, regardless of where it is stored. Consultant shall preserve Owner’s Confidential Information in accordance with Consultant’s legal retention program..

**47. SUPPLIER ENGAGEMENT AND SUBCONTRACTING PLAN.**

47.1. Owner fully supports the government’s policies of ensuring that all suppliers and subcontractors to government contractors, including, without limitation, Service-Disabled Veteran-Owned Small Businesses (SDVOSB) and Veteran-Owned Small Businesses (VOSB) are not discriminated against and have equal opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all Work awarded to Consultant as a subcontractor under Owner’s government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Consultant shall be required to submit data and/or subcontracting plans regarding Consultant’s utilization and intended utilization of subcontractors and suppliers during the term of the Agreement for such Work.

Consultant may be required to submit data and/or subcontracting plans upon request. Consultant shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort. All requested information should be submitted electronically as set forth on the Eversource.com website or as directed by Owner’s Supplier Engagement Program Manager. For any questions, please contact:

**Eversource Energy Supplier Engagement Program Manager:**

**supplierengagementprogram@eversource.com**

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

**48. PRIORITY OF DOCUMENTS.**

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise agreed in advance and in writing by Owner and Consultant: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents specifically incorporated into the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. The more/most stringent requirement of the

Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

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

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

**51. RESERVED**.

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

**53. MOONLIGHTING RESTRICTION.**
Consultant shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

**54. CONFLICTS OF INTEREST**
Consultant shall disclose to Owner any potential conflict of interest between the Consultant and Owner. Examples may include: 1) Consultant who has business or non-business relationships with Owner employees who can make decisions impacting Consultant's business; 2) Owner employees or their family members who have an ownership interest in Consultant's business; or 3) Consultant employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate.

**55. RESERVED.**

**56. RESERVED.**

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

**58. SURVIVAL.**

All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, without limitation, all of the Party's non-disclosure obligations, and indemnities liability limitations and ownership provisions.

**59. COMPLETE AGREEMENT.**

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

Exhibit B: RESERVED

Exhibit C: RESERVED

Exhibit D:  SCOPE OF WORK AND PRICING

December 12, 2025

[redacted]
Eversource Energy
247 Station Drive - SUMNE1111
Westwood, MA 02090

Subject: 2026 Retirement Consulting Agreement

Dear [redacted]

Thank you for the opportunity to continue our relationship. We look forward to working with you. This letter documents our charges for actuarial services during the 2026 calendar year and shall be subject to the terms of the Master Services Agreement dated January 1, 2026 between Eversource Energy Service Company and Aon Consulting, Inc.

We will charge the following for the base actuarial valuation work in 2026.

- Nonqualified Pension Plans [redacted]
  - Includes: 4 separate valuations for NU SERP, NonSERP, NSTAR SERP, and Supplemental Cash Balance Plan

The Services outlined in this letter begin on January 1, 2026 and end on December 31, 2026. (the "Term"). The Term will automatically renew for successive (one-year/12-month) periods unless Eversource Energy or Aon provides a written termination notice at least 60 days prior to the end of such (one-year/12-month) period. The fixed fee ($64,000 for 2026) will adjust annually to reflect the movement in the Employment Cost Index (Table 9) for "All workers" as published by the U.S. Bureau of Labor Statistics. The adjustment will reflect the movement in the index for the most recently published 12-month period as of the date of this letter. To avoid doubt, the movement in the index from September 2024 to September 2025 is used to increase the fixed fee from 2025 to 2026. Currently, the table is published here https://www.bls.gov/news.release/eci.t09.htm. If any of the Services are terminated prior to the initial end date, Eversource Energy may be responsible for any unpaid implementation costs associated with the Services and Fees for Services performed up to the date of termination. For services related to this Agreement that are performed before or after the effective dates of this letter, Aon will be entitled to receive compensation for services performed and related out-of-pocket expenses at Aon's then current billing rates or as otherwise agreed in writing between the parties.

Other projects will include (but will not be limited to) the annual actuarial valuation of nonqualified pension plans under alternative assumptions, additional support for pension expense projections, additional auditor support, proxy disclosure, executive benefit calculation support, retirement plan design, mergers and acquisitions support, meetings, rate case support, nonqualified plan document review, miscellaneous HR support, and other issues that arise during the year.

Our fees for other projects, such as those listed in the above paragraph, will be determined on a time and materials basis in accordance with Aon's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required, unless we agree to a different arrangement. We will discuss estimated fees in more detail for larger projects. Materials includes (but is not limited to) such items as printing, binding, shipping, outside supplier charges, etc. Materials also include a Technology Charge, which is applied to all consultant and contractor time charges at Aon's then current standard rate (currently 7 percent).

In addition to fees, Eversource Energy will be responsible for travel-related and out-of-pocket expenses, at cost, which Aon has incurred on your behalf. A ten percent administrative service charge will be added to the amount paid by Aon to outside suppliers. Miscellaneous costs not directly allocable to each client (including research, knowledge management, information networks, and databases), are added to all service fees at Aon's then current standard rate (currently 7 percent).

We will invoice you monthly based on the progress of the work and the fees for other projects. Fees and any out of pocket expenses are due within thirty (30) days from the invoice date shown on the invoice. Please promptly notify Aon of any questions regarding invoices so that we can expect timely payments. We will invoice you via email, and all payments will be made via electronic payment. Interest on late payments will be assessed at nine percent (9 percent) per annum.

Other consulting projects may also be included as part of this engagement, as agreed to in writing or email by the parties. With respect to any project, we retain all ownership rights to our existing and developed intellectual property. Neither party will disclose the other party's confidential information to a third party (other than subcontractors, auditors or legal counsel) without the prior written consent of the other party. However, we may use your plan information in combination with other data, including the disclosure of such information to third parties, provided that no such information is identifiable as you, the plan or a plan participant (for example, we may aggregate your plan information with other client data to provide trend analyses to our client base). You agree to only provide data (e.g., names of plan participants or beneficiaries) to Aon that is in compliance with U.S. trade statutes, rules and regulations (e.g., OFAC). Our professional services do not in any case include legal, investment or accounting services. We are neither an ERISA Plan Administrator nor other fiduciary to your plan. The services and work product provided by Aon hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

In the course of Aon's work, we may provide you with information that originated with the Limited Access Social Security Death Master File ("Limited Access DMF") such as a participant's date of death. Any data that is obtained from the Limited Access DMF, which is not data already available in your records, is subject to restrictions on its use and the data must be safeguarded in accordance with the protocols as described in 15 CFR Part 1110, of the National Technical Information Service, U.S. Department of Commerce, Certification Program for access to the Death Master File Final Rule ("Final Rule"). Please note that non-compliance with the requirements of the Final Rule is subject to statutorily mandated penalties.

Aon acknowledges and confirms that it will observe all applicable requirements of U.S. state or federal laws and/or regulations in relation to its processing of personal data. Aon does not receive any personal data in exchange for monetary or other valuable consideration for its services under this Agreement.

To the extent we are or may become subject to the fee disclosure requirements under section 408(b)(2) of ERISA, this letter is intended to provide such disclosure. Our fees for the services described in this letter are "direct compensation" (as defined under section 408(b)(2) of ERISA and the applicable regulations). We will not receive "indirect compensation" or "related party compensation" (as such terms are defined under section 408(b)(2) of ERISA and the applicable regulations).

Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon. Client agrees to notify Aon as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon in correcting such problems or errors are additional services for which additional fees will be payable.

Sincerely,

Aon Consulting, Inc.

Shane W. Siefer

SWS:avm
cc: [redacted] Eversource Energy
[redacted], Eversource Energy
Jen Higgins, Aon

Accepted this _____ day of _____, 20_____

Eversource Energy

By: _____

Name: _____

Title: _____

December 12, 2025

[redacted]
Eversource Energy
107 Selden Street
Berlin, CT 06037

Subject: 2026 Retirement Consulting Agreement

Dear Sean,

Thank you for the opportunity to continue our relationship. We look forward to working with you. This letter documents our charges for actuarial services during the 2026 calendar year. This letter documents our charges for actuarial services during the 2026 calendar year and shall be subject to the terms of the Master Services Agreement dated January 1, 2026 between Eversource Energy Service Company and Aon Consulting, Inc.

For 2026, we will charge the following for the base actuarial valuation work.

- Eversource Pension Plan[1] $ [redacted]
- Planning and Forecasting Risk Analyzer [redacted]
- Total $ 300,000

Please note, the fees above include the added support required with the new cash balance component of the qualified pension plan.

The initial term of our agreement will begin on January 1, 2026 and end on December 31, 2026 (the "Term"). The Term will automatically renew for successive (one-year/12-month) periods unless Eversource Energy or Aon provides a written termination notice at least 60 days prior to the end of such (one-year/12-month) period. The fixed fee ($300,000 for 2026) will adjust annually to reflect the movement in the Employment Cost Index (Table 9) for "All workers" as published by the U.S. Bureau of Labor Statistics. The adjustment will reflect the movement in the index for the most recently published 12-month period as of the date of this letter. To avoid doubt, the movement in the index from September 2024 to September 2025 is used to increase the fixed fee from 2025 to 2026. Currently, the table is published here https://www.bls.gov/news.release/eci.t09.htm. If any of the Services are terminated prior to the initial end date, Eversource Energy may be responsible for any unpaid implementation costs associated with the Services and Fees for Services performed up to the date of termination. For services related to this Agreement that are performed before or after the effective dates of this letter, Aon will be entitled to receive compensation for services performed and related out-of-pocket expenses at Aon's then current billing rates or as otherwise agreed in writing between the parties.

Other projects will include (but will not be limited to) the annual actuarial valuation for qualified pension plan under alternative assumptions, additional support for pension expense projections, additional auditor support, nondiscrimination testing, contribution strategy, qualified plan benefit calculation support, review of actuarial assumptions, PBGC 4010 reporting support, IRS Form 5500 filing support, assistance with pension plan funding notice, qualified plan document review, mergers and acquisitions support, meetings, union negotiations support, rate case support, pension de-risking analysis, legislated changes support, plan compliance support, miscellaneous Treasury support, miscellaneous trust related support, and other issues that arise during the year.

Our fees for other projects, such as those listed in the above paragraph, will be determined on a time and materials basis in accordance with Aon's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required, unless we agree to a different arrangement. We will discuss estimated fees in more detail for larger projects. Materials includes (but is not limited to) such items as printing, binding, shipping, outside supplier charges, etc. Materials also include a Technology Charge, which is applied to all consultant and contractor time charges at Aon's then current standard rate (currently 7 percent).

In addition to fees, Eversource Energy will be responsible for travel-related and out-of-pocket expenses, at cost, which Aon has incurred on your behalf. A ten percent administrative service charge will be added to the amount

[1] The split between trust and non-trust payable is based on Eversource Energy's guidance. Attached is information about what is included in the base actuarial valuation work.

paid by Aon to outside suppliers. Miscellaneous costs not directly allocable to each client (including research, knowledge management, information networks, and databases), are added to all service fees at Aon's then current standard rate (currently 7 percent).

We will invoice you monthly based on the progress of the work and the fees for other projects. Fees and any out of pocket expenses are due within thirty (30) days from the invoice date shown on the invoice. Please promptly notify Aon of any questions regarding invoices so that we can expect timely payments. We will invoice you via email, and all payments will be made via electronic payment. Interest on late payments will be assessed at nine percent (9 percent) per annum.

Other consulting projects may also be included as part of this engagement, as agreed to in writing or email by the parties. With respect to any project, we retain all ownership rights to our existing and developed intellectual property. Neither party will disclose the other party's confidential information to a third party (other than subcontractors, auditors or legal counsel) without the prior written consent of the other party. However, we may use your plan information in combination with other data, including the disclosure of such information to third parties, provided that no such information is identifiable as you, the plan or a plan participant (for example, we may aggregate your plan information with other client data to provide trend analyses to our client base). You agree to only provide data (e.g., names of plan participants or beneficiaries) to Aon that is in compliance with U.S. trade statutes, rules and regulations (e.g., OFAC). Our professional services do not in any case include legal, investment or accounting services. We are neither an ERISA Plan Administrator nor other fiduciary to your plan. The services and work product provided by Aon hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

In the course of Aon's work, we may provide you with information that originated with the Limited Access Social Security Death Master File ("Limited Access DMF") such as a participant's date of death. Any data that is obtained from the Limited Access DMF, which is not data already available in your records, is subject to restrictions on its use and the data must be safeguarded in accordance with the protocols as described in 15 CFR Part 1110, of the National Technical Information Service, U.S. Department of Commerce, Certification Program for access to the Death Master File Final Rule ("Final Rule"). Please note that non-compliance with the requirements of the Final Rule is subject to statutorily mandated penalties.

Aon acknowledges and confirms that it will observe all applicable requirements of U.S. state or federal laws and/or regulations in relation to its processing of personal data. Aon does not receive any personal data in exchange for monetary or other valuable consideration for its services under this Agreement.

To the extent we are or may become subject to the fee disclosure requirements under section 408(b)(2) of ERISA, this letter is intended to provide such disclosure. Our fees for the services described in this letter are "direct compensation" (as defined under section 408(b)(2) of ERISA and the applicable regulations). We will not receive "indirect compensation" or "related party compensation" (as such terms are defined under section 408(b)(2) of ERISA and the applicable regulations).

Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon. Client agrees to notify Aon as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon in correcting such problems or errors are additional services for which additional fees will be payable.

Please acknowledge by return email or written communication your consent to these arrangements for this engagement.

Feel free to contact me with any questions or comments. We look forward to working with you and your team.

Sincerely,

Aon Consulting, Inc.

Shane W. Siefer

SWS:avm
cc [redacted], Eversource Energy
[redacted], Aon

Accepted this _____ day of _____, 20_____

Eversource Energy

By: _____

Name: _____

Title: _____

# Description of Items in Base Actuarial Valuation for 2026

| Scope of Services Requested | Pricing |
|---|---|
| **Eversource Pension Plan (qualified plan)**<br>• Actuarial valuations of single qualified pension plan<br>• Standard funding valuation for cash contribution requirements<br>• ASC 715 pension expense determination<br>• Plan reporting requirements under ASC 960<br>• ASC 715 year-end financial disclosure<br>• Actuarial valuation reports<br>• Final AFTAP certification<br>• Schedule R for Form 5500<br>• Schedule SB for Form 5500<br>• Support of PBGC premium filing<br>• Standard census data processing<br>• Annual defined benefit funding notice<br>• Responses to standard auditor questions<br>• A**nnual** discount rate analysis<br>• Quarterly balance sheet and AOCI reconciliation<br>• Review/support of key financial and actuarial assumption documentation at year-end<br>• Allocation of results by company as necessary | Fixed fee of [redacted] |
| **Planning and Forecasting**<br>• 5-year forecast for qualified pension plan (Eversource Pension Plan)<br>• Utilizes Risk Analyzer, our web-based planning tool for scenario analysis of projected funded status, benefit expense, and contributions.<br>• Includes separate allocation schedules by company (up to three preparations per year) | Fixed fee of [redacted]<br>• Additional fees would apply to enable daily funded status tracking and prior period attribution analysis (i.e., “Insights” feature of Risk Analyzer) |

Exhibit E: RESERVED

Exhibit F: RESERVED

Exhibit G: RESERVED

**COVER AGREEMENT**

This Cover Agreement ("Cover Agreement"), dated February 3, 2026 together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and Apex Analytical LLC, in partnership with Viridi Edge ("Contractor") for the 2026 CL&P Customer Affordability Assessment. (Contract Number: CW2337725)

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

**THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF AND SHALL APPLY TO ALL PURCHASE ORDERS THAT REFERENCE THIS AGREEMENT.:**

Exhibit A: General Terms and Conditions, Consulting, REV. 27 04-15-2025
Exhibit B: RESERVED
Exhibit C: Pricing Schedule
Exhibit D: Statement of Work
Exhibit E: RESERVED
Exhibit F: RESERVED
Exhibit G: OTHER
Attachment G-1: Mutual Nondisclosure and Confidentiality Agreement
Attachment G-2: Corporate Information Security Requirements

## I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date until Contractor completes the Work OR through Final Acceptance, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term.

## II. ENTIRE AGREEMENT; INTERPRETATION

Contractor shall undertake the Project and provide Work in accordance with applicable provisions of this Agreement. Contractor shall not commence any Work under this Agreement before the Effective Date. Any Work performed by Contractor before the Effective Date will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY

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

## III. PRICE

Work shall be performed on a Hybrid pricing structure basis pursuant to this Agreement and in accordance with Exhibit C. Except as otherwise expressly provided in Exhibit C, the pricing is fixed until December 31, 2026.

## IV. TECHNICAL REQUIREMENTS

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

## V. INVOICING

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

## VI. SALES TAX

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

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

be provided to Contractor for use in purchasing tax exempt materials. It is the sole responsibility of the Contractor to interpret and apply tax rules.

When providing Work in New Hampshire does not require sales tax; therefore, sales tax is not applicable.

## VII. PRIORITY OF DOCUMENTS

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

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

| **Apex Analytical, LLC, Contractor** | **Eversource Energy Service Company** |
|---|---|
| **By** Scott Dimetrosky | **By** [redacted] |
| **Printed** Scott Dimetrosky | **Printed** |
| **Title** President | **Title** Senior Procurement Agent |
| **Date** 02/06/2026 | **Date** 02/06/2026 |

Exhibit A: General Terms and Conditions, Consulting, REV. 27 04-15-2025

**EVERSOURCE ENERGY GENERAL**
**TERMS and CONDITIONS**
**CONSULTING SERVICES**


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**1. DEFINITIONS.**

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

1.1 ACCEPTANCE**:** Owner's determination that Consultant has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, Purchase Order General Terms and Conditions ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provides to Consultant, including, without limitation, business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by Law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Consultant's Information as Confidential Information shall be limited to non-public financial information and other non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONSULTANT: The entity issued an Order by Owner.

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

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

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

1.10 ENVIRONMENTAL LAWS: All applicable Laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 RESERVED.

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

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Consultant has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

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

1.15 FORCE MAJEURE: Force Majeure" shall mean an event or circumstance that prevents one party from performing its obligations that (a) was not anticipated; (b) is not within the reasonable control of the party seeking relief (the "Claiming Party"); (c) does not result from the fault or negligence of the Claiming Party (or any of its subcontractors) or from a breach of any of the Claiming Party's contractual or other legal obligations; (d) the Claiming Party is unable using commercial reasonable efforts to overcome or avoid or cause; and (e) is caused by one or more of the following (to the exclusion of all other events or circumstances): (i) an Act of God (including fire, flood or other significant, unpredicted and unusual natural catastrophe) having general application to the Site or facilities required in order to satisfy the party's obligations under the Agreement and alternate facilities are not reasonably available; excluding, inclement weather at Site where Work is not prohibited under subsection (ii); (ii) a governmental authority suspends or otherwise prohibits the performance of such Work (excluding, however, any actions resulting from the alleged failure of the Claiming Party to satisfy any obligation); (iii) act of war, terrorism or sabotage; (iv) an epidemic and/or pandemic (including COVID-19, also known as Coronavirus), provided that Contractor has developed and implemented plans, protocols and procedures to prevent, mitigate and remediate the effects of any such occurrence; or (v) nationwide labor strike or labor strike by employees of the other party. For the avoidance of doubt, neither (A) strikes, work stoppages or other labor disputes affecting Contractor (and/or any subcontractor(s) or suppliers to Contractor), other than those referenced in subsection (v) above, nor (B) changed or adverse economic conditions and/or commercial impracticability experienced by Contractor (including market changes, increased costs and/or insufficient money) shall constitute a Force Majeure.

1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.

1.18 LAWS: All laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered, including, without limitation, environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and

regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. Laws shall also include any and all constitutions, charters, acts, statutes, laws, ordinances, codes (including codes of conduct), rules, regulations, orders, consent decrees, legislative or administrative actions, final decrees, judgments or orders of any court, specified standards or objective criteria of any governmental authority having jurisdiction concerning all or any portion of the Work or the Agreement and applicable to all or any portion of the Work or the Contractor or the Agreement; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law.

1.19 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.20 OWNER: Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order underwhich the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No Eversource Affiliate that is not Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to suchWork.

1.21 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.22 PARTY: Each of Owner and Consultant

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

1.24 SITE: The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.25 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of theAgreement.

1.26 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemental or revised from time to time by Owner.

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

1.28 WORK: The terms used to describe collectively, all materials, Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Consultant under the Agreement.

**2. CONSULTANT'S BILLING RATES.**

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

**3. TERMS OF PAYMENT**

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Consultant shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Consultant shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Consultant must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant and/or Owner in connection with the Work; (c) failure of Consultant to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Consultant; (g) failure of Consultant to perform any of its obligations under the Agreement; or (h) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by Law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant under the Agreement, or under any other contract between Owner and Consultant, or that Owner may otherwise have against Consultant without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

**4. TAXES.**

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

4.2 Taxes on Consultant's Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant's use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Consultant and Consultant's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Consultant's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Consultant that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Consultant will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Consultant for any taxes levied against Consultant's income, property or payroll.

4.4 RESERVED.

**5. CHANGES AND ADDITIONS.**

5.1 Either Party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Consultant shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Consultant.

5.2 Owner shall have the right to require Consultant to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Consultant Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Consultant's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the Party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the Party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Consultant due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either Party.

5.5 Consultant shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Consultant. In all instances, Consultant shall orally notify Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Consultant shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed

supporting documentation for the claim to Owner within such ten (10) Business Day period.

**6. INFORMATION.**

6.1 If Consultant is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.

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

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

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Consultant shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Consultant.

6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Consultant shall keep such fulland detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

**7. ELECTRONIC DELIVERY OF INFORMATION.**

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

**8. DELAYS.**

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

**9. FORCE MAJEURE.**

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to Force Majeure.

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

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money. The party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in Work or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. If Contractor's performance is impaired by Force Majeure for a period of thirty (30) days or more, Owner shall have the right to terminate the Agreement upon written notice and without further liability.

**10. INSPECTION.**

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests relating to the Work and test results and provide Owner timely delivery of intermediate or draft Work, as required. Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

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

10.4 RESERVED

**11. REQUIREMENTS FOR ACCEPTANCE.**

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

11.1 RESERVED.

11.2 properly executed, unconditional waivers or releases of lien from Consultant and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of Work;

11.4 all Information required under the Agreement; and

11.5 Return of all property provided by Owner.

**12. PARTIAL COMPLETION AND ACCEPTANCE.**

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

**13. SUSPENSION OF WORK.**

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

**14. TERMINATION FOR CAUSE.**

14.1 Without prejudice to any other right or remedy Owner may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Consultant, Owner may terminate the Agreement without any liability being owed thereby by Owner to Consultant, in the event of the occurrence of any of the following:

14.1.1 insolvency of Consultant;

14.1.2 filing of a voluntary petition in bankruptcy by Consultant;

14.1.3 filing of an involuntary petition in bankruptcy against Consultant;

14.1.4 appointment of a receiver or trustee for Consultant;

14.1.5 execution by Consultant of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

14.1.6 commencement of any legal proceeding against Consultant that, in Owner's opinion, may interfere with Consultant's ability to perform in accordance with the Agreement; or

14.1.7 Consultant consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant, upon giving Consultant written notice of default and allowing Consultant a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Consultant.

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

14.4 Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Consultant relating to the Work, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

## 15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner's notice. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Consultant shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Consultant under the Agreement.

15.2 Upon Owner's request, Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Consultant relating to the Work for which Owner has made payment, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

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

## 16. OWNER'S REPRESENTATIVE STATUS.

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

## 17. CONSULTANT'S SUPERVISORY DUTIES.

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

17.2 Consultant shall efficiently and continuously supervise its Consultant Resources required to complete the Work.

Consultant shall be fully liable for the acts and omissions of Consultant Resources. Consultant shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Consultant shall at all times enforce strict discipline and good order among Consultant Resources and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request that Consultant remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

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

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources. Owner's requests and/or reviews concerning any Consultant Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

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

**18. INDEPENDENT CONTRACTOR.**

Consultant Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

**19. SUBCONTRACTING.**

19.1 Consultant shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall include all Agreement provisions related to any subcontracted Work in the written agreement between Consultant and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Consultant shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Consultant terminate any subcontract and remove any Consultant Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor

and Owner.

19.5 Consultant shall not allow access to the Site(s) or any portion thereof under the control of the Consultant by any person not acting under the direction and control of Consultant, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 RESERVED

**20. COMPLIANCE.**

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Contractor and the Work, including international, federal, state and local Laws, and the Laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import Laws, requirements, rules and regulations, and the applicable Laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A STATE OR FEDERAL GOVERNMENT CONTRACT OR STATE OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a state or federal government contract or state or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all Laws and regulations specific to and applicable to such contracts, including without limitation, regulations and Laws regarding employment and non-discrimination, unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a).** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference. For any Work performed for Owner pursuant to an agreement between Owner and the Connecticut Department of Transportation for which Owner receives State or Federal funds, the "Connecticut Required Contract/ Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" dated July 2024, as may be amended from time to time, are hereby incorporated by reference. For any Work performed on federal government property or funded by the federal government, Contractor shall comply with all applicable Federal Acquisition Regulation (FAR) requirements related to such Work, including, without limitation, Buy America and Buy American requirements, as applicable.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster an engaged and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems ("BES") and Cyber Systems as described in North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

20.6 Applicable to Work or Services requiring the processing the personal data of the following:

**a. Connecticut Residents: In compliance with the Connecticut Consumer Data Privacy Act., Conn. Gen. Stat. § 42-515 through 42.525 ("CTDPA")**

**b. New Hampshire Residents: Effective January 1, 2025, in compliance with New Hampshire Expectation of Privacy Act, RSA 507- H ("NHEPA").**

20.6.1 If Contractor processes any personal data of customers of Owner that are Connecticut and/or New Hampshire residents, Contractor agrees to comply with applicable laws, including, without limitation, CTDPA and NHEPA.

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

20.6.3 Assistance by Contractor. Contractor shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA and/or NHEPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined under Connecticut and New Hampshire law (i.e. Conn. Gen. Stat. §36a-701b and RSA 359-C:19), of Contractor's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

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

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

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

**21. SITE REQUIREMENTS.**

21.1 For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other Consultant's forces at the Site to perform work not included in the Agreement. All Work performed by Consultant shall be undertaken in full cooperation with Owner's personnel or the personnel of other Consultants at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Consultant's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Consultant represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Consultant's execution and completion of the Work. Consultant agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Consultant from its obligation to independently assess the requirements of the Work.

**22. INCIDENTAL MATERIALS AND CONSUMABLES.**

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

**23. HAZARDOUS MATERIALS.**

23.1 Consultant shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation. Consultant shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Consultant shall comply fully with all Environmental Laws. Consultant is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Consultant shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Consultant shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.2 Consultant shall defend and indemnify Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants and hold it and them harmless from and against any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Consultant Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Consultant and Consultant Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Consultant or Consultant Resources. This indemnification shall include any liabilities or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Consultant, Consultant Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Consultant or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.3 Consultant agrees to use the EPA identification number assigned to the Site at which Consultant is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no

EPA number for the Site in question, Consultant shall apply fora temporary number.

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

23.5 Following completion of the Work, Consultant shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Consultant shall promptly remove any and all equipment and consumables from the Site. In the event that Consultant fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Consultant. Such expenses to be borne by Consultant include, without limitation, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be affected by Consultant, at Consultant's sole cost and expense.

## 24. RESERVED.

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

25.1 Because Owner places such a high priority on safety, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Safety Policy, available on the Eversource.com website. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work, and as in effect from time to time; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

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

25.3 While performing all Work, Consultant shall, and shall ensure that Consultant Resources strictly observe and fully comply with all federal, state, and local safety Laws, rules and regulations applicable to the Work and/or the Site. Consultant shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4 Consultant shall train all Consultant Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Consultant shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6 For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Consultant for loss of or damage to such tools or equipment.

25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8 RESERVED.

25.9 RESERVED.

25.10 RESERVED.

25.11 RESERVED

25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior seven (7) years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13 RESERVED.

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

26.1 Whenever Consultant provides Work that will not be subject to further work by Consultant, title shall pass to Owner upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.

26.2 RESERVED.

26.3 RESERVED.

26.4 RESERVED.

26.5 Consultant shall deliver the Work materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

**27. CLEANUP.**

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

**28. RESERVED.**

**29. RESERVED.**

**30. REMOVAL OF EQUIPMENT.**

Except as required to comply with the directions of Owner, Consultant shall promptly remove all Consultant

provided materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Consultant fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Consultant.

**31. INSURANCE BY CONSULTANT.**

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

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than [redacted].

31.2 Comprehensive or Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 If applicable, Errors and Omissions coverage for professional Services and products provided by Consultant, including coverages for intellectual property infringement and related risks, with limit of not less than $2,000,000 per occurrence and annual aggregate, which coverage Consultant shall maintain in effect for a period of at least seven (7) years following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.

31.5 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set- off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

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

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

31.8 Consultant shall have and maintain in effect the insurances required by this Article 31 for the duration of the Contract

and thereafter for any period of continuing contractual obligations, including Consultant's warranty obligations. In addition, Consultant and any Subcontractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or

non-renewal thereof, unless Consultant's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.9 Consultant shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

31.10 For any Services to be provided by any Subcontractor, Consultant shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

**32. INDEMNIFICATION BY CONSULTANT.**

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

**33. INFRINGEMENT OF PROPRIETARY RIGHTS.**

33.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Consultant has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Consultant notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

**34. CONFIDENTIAL INFORMATION.**

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other Party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each Party shall maintain the Confidential Information of the other Party in a secure and confidential manner. Consultant agrees to use Owner's Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only, and to not disclose to third parties or to publish any of Owner's Confidential Information without Owner's advance written consent. Consultant also agrees to comply with all other applicable state, federal and local laws, regulations, codes and policies regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws c93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

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

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

34.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Consultant's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Consultant prior to disclosure and, at Consultant's sole cost and expense, cooperate in any effort by Consultant to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Consultant's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.5 Any Information transmitted to either Party will not be deemed Confidential Information if that Information is: (a) in the receiving Party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving Party; (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving Party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other Party subject to requirements of confidentiality or (e) if such Party independently discovers or develops such Information..

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

34.7 The provisions of this Article 34 shall also apply to Information that a Party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

34.8 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Consultant. Within fifteen (15) days of receipt of such notice, Consultant shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Consultant shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

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

34.10 **THIS SECTION IS APPLICABLE ONLY TO WORK RELATING TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Consultant obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work,

Consultant shall keep confidential any CEII applicable to Owner and the Work, and shall observe all obligations associated therewith applicable laws and regulations. To the extent any such Work involves critical cyber assets, Consultant agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Consultant shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.10 by Consultant, or its subcontractors, at any tier. In addition, upon request by Owner, Consultant shall execute an agreement confirming such compliance with the foregoing obligations.

**35. WARRANTY.**

35.1 Services Warranty.

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

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

35.1.3 RESERVED

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

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

35.4 RESERVED

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

35.6 Additional Warranty Provisions.

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

35.6.3 Reserved.

35.6.4 Reserved.

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

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

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

35.7 Subcontractor Warranties.

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

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

**36. LIMITATION OF LIABILITY.**

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

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4 The parties understand and agree that the liability of Consultant to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 “INSURANCE BY CONSULTANT”.

**37. RIGHTS AND LIABILITIES OF PRINCIPALS.**

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

**38. RESERVED.**

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

39.1 **Dispute Prevention Process**. The parties shall attempt in good faith to prevent any conflict, disagreement or misunderstanding arising out of or relating to this Agreement (a “Potential Dispute”) from becoming a Formal Dispute,

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

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

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

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

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

39.6 **Arbitrators; Arbitrator Selection**. Unless otherwise agreed, Formal Disputes shall be decided as follows: (i) by a sole arbitrator in cases in which the stated amount of the claim or counterclaim does not exceed Three Million Dollars ($3,000,000), exclusive of interest or costs, selected in accordance with Rule 5.3 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases; and (ii) by three arbitrators in cases in which the stated amount of the claim or counterclaim exceeds Three Million Dollars ($3,000,000), exclusive of interest or costs, selected in accordance with Rule 5.4 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-

Administered Arbitration Rules in Fast Track cases. Unless otherwise agreed, any arbitrator not appointed by a party shall be a member of the CPR Panel of Distinguished Neutrals ("CPR Panel").

39.7 **Venue, Jurisdiction**. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Unless otherwise mutually agreed to by the parties, the Place of Arbitration shall be, at Owner's option: Hartford, Connecticut; Manchester, New Hampshire; or Boston, Massachusetts. The parties hereby consent to the exclusive jurisdiction of the state or federal courts of the Place of Arbitration for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

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

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

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

**40. ADVERTISING.**

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

**41. BINDING EFFECT; ASSIGNMENT.**

The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Consultant is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Consultant, upon discovering that Consultant has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

**42. WAIVERS.**

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

**43. APPLICABLE LAW.**

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

**44. NOTICES; DEMANDS.**

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

**45. RIGHT TO AUDIT.**

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

**46. DOCUMENT RETENTION.**

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

**47. SUPPLIER ENGAGEMENT PROGRAM AND SUBCONTRACTING PLAN.**

47.1 Owner fully supports the government’s policies of ensuring that all suppliers and subcontractors to government contractors, including, without limitation, Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) are not discriminated against and have equal opportunity to compete for contracts

and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2 For all Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor may be requested and shall submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of subcontractors and suppliers during the term of the Agreement for such Work.

47.3 The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 46 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

47.4 In addition to the foregoing, Owner has a **Supplier Engagement Program** to facilitate the equal opportunity and engagement of qualified suppliers for Work performed for Owner including, without limitation or discrimination, SDVOSB, VOSB, as well as other suppliers.

47.5 Contractor may be requested to submit subcontractor data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan and commitments in performing the Work. All requested information should be submitted electronically as set forth on the Eversource.com website or as directed by Owner's Supplier Engagement Program Manager. For any questions, please contact:

**Eversource Energy Supplier Engagement Program Manager:**
**supplierengagementprogram@eversource.com**

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

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

**50. FINANCIALS.**
Upon written request by Owner, Consultant shall furnish the Owner, the Consultant's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Consultant and shall be reviewed annually by an independent certified public accountant hired by Consultant. All such non-

public financial information shall be considered Consultant's Confidential Information.

51. **PERFORMANCE ASSURANCE**.
51.1 Owner may require prior to the signing of the Agreement or during the performance of the Work, that Consultant provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Consultant

shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance at the time of Agreement execution, but shall not include any cost of performance assurance due to Consultant non-compliance.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

**52. NO GIFTS OR INDUCEMENTS.**

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

**53. MOONLIGHTING RESTRICTION.**

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

**54. CONFLICTS OF INTEREST**

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

**55. RESERVED.**

**56. RESERVED.**

**57. INTERPRETATION AND CAPTIONS.**

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

**58. SURVIVAL.**

All agreements, representations, warranties and covenants made by a Party to the Agreement and in the certificates or other documents delivered by a Party pursuant to the Agreement shall be considered to have been relied upon by the other Party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, without limitation, all of Consultant's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

**59. COMPLETE AGREEMENT.**

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

EXHIBIT B: RESERVED

EXHIBIT C: Pricing Schedule

**1.1 Fixed Component: Pre-Filing Deliverables**

This portion covers all work required to develop the Affordability Framework and initial work on testimony for the DPU filing. The fixed cost for this phase is $150,250, and it includes steps and deliverables described in Tasks 1 and 2 in the Technical Approach.

**1.2 Time-and-Materials Component: Post-Filing Deliverables**

This portion covers all work required after the filing of testimony. This work is inherently variable and includes items listed in Tasks 3 and 4 in the Technical Approach. The time-and-materials component includes, but is not limited to, testimony defense, response to discovery and data requests, and stakeholder engagement. Table 1 below shows the proposed rate card and estimated hours envisioned for this component. However, actual costs may vary depending on the final required tasks.

| | | Post Filling - Time and Material | | |
|---|---|---|---|---|
| **Self-Performed Work:** | | Labor | | |
| **Item Description (Role, Material, etc.)** | **Quantity** | **Unit Price** | **Cost** | **Total Cost** |
| Project Lead | 90 | [redacted] | | |
| Project Advisor | 75 | | | |
| Analyst | 90 | | | |
| Sub-Total Self-Performed Work: | | | $ 76,125.00 | |

| | | Post Filling - Time and Material | | |
|---|---|---|---|---|
| **Subcontractor/Supplier Costs:** | | Labor | | |
| **Item Description (Role, Material, etc.)** | **Quantity** | **Unit Price** | **Cost** | **Total Cost** |
| Subject Matter Expert | 60 | [redacted] | | |
| Project Manager | 103 | | | |
| Sub-Total Subcontractor/Supplier Costs: | | | $ 43,100.00 | |

Exhibit D: Statement of Work

# 3. Technical Approach and Work Plan

Apex and Viridi Edge's approach to supporting Connecticut Light and Power company in developing the Affordability Framework will emphasize three core principles: analytical rigor, strategic insight, and feasibility. We help develop a comprehensive Energy Affordability Framework for Connecticut that recognizes the unique context of Connecticut regulatory and energy policy, financial realities of infrastructure planning, evaluates the policy and rate design pathways available to Eversource, protects customers and provides support the upcoming rate case.
Apex and Viridi Edge understand that the Company must continue to meet its obligations to operate a safe and reliable system while ensuring customer satisfaction and avoiding increases in arrearages and bad debt. This is critical given the challenges facing the Company and its customers. While there is no silver bullet, affordability has become central to energy policy. This framework proposal aims to balance all these imperatives and reduce cost variability to improve affordability.

A core objective of our approach is to develop concepts that will help keep costs reasonable and avoid drastic or volatile bill spikes, particularly those driven by non-supply factors such as infrastructure cost allocation, transmission costs, and policy-driven investments. Based on our experience and research from across the country, including work in Rhode Island's Future of Gas proceeding, Colorado's Clean Heat Plan, Eversource electric rates evaluation, we are prepared to evaluate ratemaking structures that can moderate cost impacts while preserving the Company's ability to earn an appropriate rate of return where justified.
The framework must address a fundamental tension: how to maintain utility financial health and access to capital markets while managing rising infrastructure and policy costs, without imposing unsustainable cost burdens on customers. Our goal is to thread the needle between investor requirements, policy objectives, regulatory expectations, and customer protection—designing predictable pathways that all stakeholders can evaluate and support. This requires transparent cost allocation principles, strategic rate design tools, and clear metrics that define success across competing priorities.

**Task 1: Project Kickoff and Data Gathering**

Once awarded the contract, we will frame the affordability problem within the Energy Wallet construct that has been developed extensively by EPRI.

- **Kickoff and Alignment meeting** - Meet with Eversource's Regulatory teams to align on CT priorities, challenges and rate case strategy and timeline.
- **Baseline and Jurisdictional Scanning** – Assess developed affordability framework against CT priorities, identify CT relevant affordability initiatives in peer jurisdictions, undertaking benchmarking analysis of relevant frameworks
  to identify best practices. This will include reviewing affordability frameworks deployed in jurisdictions such as Massachusetts (outside of Eversource), California, Rhode Island, Colorado, New York, and other relevant states managing energy transitions. This benchmarking will identify best practices in metric creation and definition, customer segmentation approaches, and implementation strategies that have proven effective before utility commissions. We will evaluate how other utilities have defined affordability thresholds, structured Energy Wallet calculations (total energy burden vs. individual fuel metrics), and integrated affordability frameworks into their overall regulatory framework. During the jurisdictional scans, the Team will be looking at customer bill assistance programs and affordability metrics that would be relevant to and could be used by Connecticut Light and Power. The Team will then provide a deliverable summarizing the implications of the jurisdictional scan for Connecticut Light and Power.

- **Affordability Measurement Approach and Data Dependencies –** The Team will Conduct jurisdictional reviews of affordability frameworks in other states in order to develop affordability, cost, and rate scenarios that could be applicable to Connecticut. The Team will then evaluate potential bill impacts (from any source that would increase or decrease bills) to customers by running these scenarios derived from the jurisdictional review through Eversource's cost-of-service analysis and rate case work. Our role will focus on interpreting and applying these analyses to affordability framework policy questions, drawing on jurisdictional precedent and regulatory experience to contextualize the bill impact findings and inform the Affordability Framework. The team will provide an analysis of the findings from using the Company's Allocated Cost of Service Study results, revenue requirement calculations, and customer class allocations to assess the initial potential impact on the Affordability Framework.
- **Work plan development** - Develop a detailed work plan outlining Connecticut rate case priorities, discovery strategy, and resource allocation

**Deliverable: Project plan, Initial results from jurisdictional scan, Affordability Framework Impact assessment**

Apex and Viridi Edge recognize the timing constraints associated with the filing and will work diligently and provide ideas and frameworks to meet filing timelines. The timeline below assumes contract execution in early 2026 with approximately five months to the anticipated June filing. We will work with Eversource to adjust task pacing based on the confirmed filing date and evolving priorities. Our work plan anticipates an iterative approach where preliminary framework concepts are refined as rate case data becomes available, allowing us to build off of the Company's existing work, with added sensitivities for affordability throughout Tasks 1 and 2. Additionally we feel that it's essential to coordinate with the Company around structures that work for its fiscal health, balanced with meeting policy outcomes. We are prepared to work collaboratively with Eversource's rate case team to ensure seamless integration between the affordability framework analysis and the broader rate filing, while maintaining the flexibility to incorporate updated cost data as the proceedings evolves.

**Task 2: Framework Assessment (Weeks 3-6)**

This phase will entail data analysis, model evaluation and framework assessment.

- **Customer-Level Affordability Evaluation –** Design customer class segmentation (i.e. LMI, C&I, Heating and non-Heating), Income based segmentation (ie. Income quintiles, Frame AR20 analysis) and integrate Eversource customer data (usage patterns, rate classifications, low-income qualification status) with researched demographic data sources including Census Bureau and American Community Survey data to develop comprehensive customer profiles by geography, income level, household composition, and energy burden characteristics.
- **Defining Affordability** - Drawing on the jurisdictional scan and PURA's outcome-oriented regulatory approach, develop working definitions of affordability applicable to residential (including low-income), commercial, and industrial customer classes. This definitional work will establish the foundation for metric development and framework assessment, ensuring alignment with Connecticut policy objectives and stakeholder expectations.
- **Affordability Framework Assessment –** Assess the affordability framework currently under development against Connecticut priorities and unique customer needs and regulatory context and provide analysis and implications and make recommendations. Incorporate and asses existing energy wallet approach.
- **Rate Design Implications and Policy Impacts –** Evaluate implication of the recommended Affordability Framework on Rates, regulatory and cost recovery risks and state electrification policy impacts.

**Deliverable:** Draft Framework, Energy Wallet definition, Summary of other relevant metrics as needed.

**Task 3: Implementation Plan (Weeks 6-12)**

This phase involves iterative cycles of testimony development, stakeholder engagement, information request support, analysis, and refinement:

- **Testimony Support** − Support development of testimony, as well as responding to information requests.
- **Customer Data Integration and Demographic Analysis** − Coordinate with Eversource to receive customer-level data including customer counts, low income qualification status, age of account holder, usage patterns, and rate classifications. Research and integrate demographic information from Census Bureau, American Community Survey, and other public data sources to append household income estimates, household size, education levels, and primary language characteristics to customer segments. This integrated dataset will support customer-level affordability evaluation, energy wallet calculations, and targeted analysis required to respond to information requests and refine framework proposals throughout the proceeding.

- **Stakeholder Engagement** − Support Eversource in development of outreach and community engagement plan to socialize and gather feedback on the proposed draft Affordability Framework. We will coordinate with the regulatory and customer outreach teams at Eversource to build on existing strategies. Our engagement approach recognizes that different customer groups require tailored strategies, and we will work with Eversource to design tactical initiatives that build trust through transparency and commitment to limiting bill volatility through the gas system transition. The stakeholder engagement includes:
    - Communication and education material on proposed draft framework for key stakeholder
    - Education and information for customers on existing programs and integration with the new developed framework. Tie concepts of system improvements and investments with an affordability and value narrative. ○ One-page framework summary suitable for diverse audiences
- **Framework Refinement** − Assess and incorporate stakeholder feedback and maintain regular communication with Eversource's rate case team through scheduled check-ins and ad hoc consultations as issues arise to gather feedback and refine Framework as necessary. Providing input through the regulatory process to reflect refinements.

**Optional Task**

- **Energy Wallet Calculator**− The Consulting team seeks to build upon internal any existing framework to evaluate total household direct energy expenditures (electricity, natural gas/heating fuels, Gasoline/transportation fuels, amortized residential solar,). However comparison to Connecticut policies, any additional rate classes, and views across section may be part of an expanded scope. We can compare with key benchmarks from available research such as 2024 US average Energy Wallet per household or other forms of assessment to inform energy burden on Connecticut household. Being able to effectively communicate true energy affordability will be critical to regulatory acceptance and customer outreach. This task is not in the workplan and is optional. The team is available on an ad hoc time and materials basis.

**Deliverable:** Stakeholder Engagement Strategy and plan including material, updated/refined Affordability Framework, recommendations for any new Tactical Initiatives/. Optional work on expanded energy wallet available upon need or request.

**Task 4: Post filing; Hearing and Order Support (Weeks 12 − order issued)**

Following the filing of the rate case in June of 2026 the support includes:

- **Hearing support** − Review rebuttal, provide surrebuttal and prepare for hearings.
- **Brief review** - Review post-hearing briefs from parties; identify key legal and factual disputes
- **Recommendations** - Synthesize the record and provide clear recommendations on material issues
- **Order support** - Assist with drafting findings of fact, conclusions, or order language as requested

Apex recognizes that this proposal's timeline is atypical, requiring us to balance and socialize framework concepts both internally and externally through the adjudicatory process. We are prepared to work with the Company to

develop a framework for the filing and provide continued support, flexibility, and refinement throughout the proceeding.

As part of the scope we are also prepared to support Eversource in socialization and engaging with peer utilities on alignment of affordability framework. We recognize alignment across the region and between utilities is key to customer trust and regulatory success. Our framework will aim to consider these dynamics alongside structural challenges such as seasonal cost allocation patterns, where cost recovery is concentrated in winter months but affected by both weather variability and long-term demand shifts.

Exhibit E: RESERVED

Exhibit F: RESERVED

## Exhibit G -1: Mutual Nondisclosure and Confidentiality Agreement

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

2. The Receiving Party agrees, except as required by law, to: (a) protect the confidentiality of the other party's Confidential Information in whatever form maintained, including any notes, summaries, reports, analyses, or other material derived by the Receiving Party, its Affiliates, or its or their Authorized Parties (defined below), in whole or in part, from the Confidential Information (collectively, "**Notes**"); (b) use the Confidential Information and Notes only for the purposes of evaluating possible Transactions and the terms thereof; (c) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information and Notes, except to its Affiliates, and its or their officers, directors, employees, agents, advisors, representatives, service providers, consultants and/or subcontractors (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist the Receiving Party in evaluating Transactions; and (d) not disclose to persons (other than those described in clause (c) above) that the Confidential Information has been made available, that the Receiving Party is considering Transactions or that the parties have had or are having discussions or negotiations with respect thereto. The Receiving Party further agrees that prior to disclosing any Confidential Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, the Receiving Party shall advise such Affiliates and/or Authorized Parties of the confidential nature of the Confidential Information, and either: (x) direct them to abide by the terms of this Agreement; or (y) ensure they are under written agreement with the Receiving Party that establishes confidentiality and use restrictions regarding such Confidential Information that are no less restrictive than those set forth herein. The Receiving Party agrees to be responsible for any breach of this Agreement by it, its Affiliates, or its or their Authorized Parties. Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to seek equitable relief, including injunctive relief, specific performance, or both (although neither party shall be entitled to any special, consequential, indirect, punitive, or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain. Company shall limit its disclosure to Eversource to Confidential Information directly related to the Transaction. All other information disclosed to the Receiving Party shall be considered non-confidential, unless the information disclosed contains any confidentiality markings.

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

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

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

6. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any Confidential Information or Notes, such party agrees to provide the Disclosing Party with prompt written notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information or Notes, the Receiving Party may disclose such Confidential Information or Notes to the persons and to the extent

required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information or Notes so disclosed.

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

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

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

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

This Agreement shall commence on the date last signed below.

**Eversource Energy Service Company**

Signature: [redacted]

Print or Type Name: [redacted]

Title: Senior Procurement Agent

Date: 02/06/2026

**Company: Apex Analytical, LLC**

Signature: Scott Dimetrosky

Print or Type Name: Scott Dimetrosky

Title: President

Date: 02/06/2026

Exhibit G-2: Corporate Information Security Requirement

**EVERSOURCE CORPORATE INFORMATION SECURITY (CIS)
REQUIREMENTS FOR
CONFIDENTIAL INFORMATION AND
CRITICAL SYSTEMS EQUIPMENT AND SERVICES**

1. **Overview:**
   a. The following security requirements and terms and conditions ("CIS Requirements") of Corporate Information Security (CIS) apply to any contractor, supplier, or vendor ("Contractor") that provides products, equipment or services or electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to confidential information belonging to Eversource Energy and subsidiaries and their affiliates (collectively "Eversource") for those critical company applications or systems designated as such by Eversource ("Critical Systems"), including, without limitation, those Critical Systems that involve the following information:

      i. Critical Infrastructure Information ("CII"), which includes without limitation, information related to Eversource's Bulk Electric Systems Cyber Systems ("BCS"), Critical Energy Infrastructure Information ("CEII"), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection ("CIP"), as defined by the North American Energy Reliability Corporation;
      ii. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;
      iii. Protected Health Information ("PHI") shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or
      iv. Any information deemed by Eversource to be confidential and proprietary such as confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that the Company desires to protect against unrestricted disclosure or competitive use.

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

2. **Confidential Information and Critical Systems Equipment and Services Security Policy and Programs**

   a. Contractor Cybersecurity Policy and Program: Contractor will provide to Company the Contractor's cybersecurity policy and program, which shall be consistent with NIST Special Publication 800-53 (Rev. 4) as may be amended. Such policy shall include security and privacy controls for client organizations such as Eversource, including information systems and organizations and a process for selecting controls to protect organizational operations (including mission, functions, image, and reputation), organizational assets, individuals from a diverse set of threats including cyber-attacks, system failures, and human errors. Contractor will implement and comply with that cybersecurity policy. Any changes to Contractor's cybersecurity policy as applied to products and services provided

to Company under this Agreement and Company Information that are inconsistent with the security requirements of NIST Special Publication 800-53 (Rev. 4) as may be amended shall be subject to review and approval by Company prior to implementation by Contractor.

b. In keeping with the Cybersecurity Policy and Program, Contractor shall have in place the following security programs (collectively "Security Programs"):
   i. Confidential Information Security Program ensuring the confidentiality, integrity and availability of the Confidential Information within Contractor's control consistent with industry standards as stipulated in ISO/IEC 17799 Code of Practice for Information Security Management or its equivalent.
   ii. Critical Systems Equipment and Services Program for any products, equipment or services that Contractor supplies to Eversource for its Critical Systems that shall include measures to ensure the security, integrity and availability of such systems and meet all business, legal and regulatory requirements, including, without limitation, CIP requirements, for protecting Eversource Critical Systems.

c. Documentation: Contractor shall provide Eversource with Security Program documentation that, at a minimum, satisfy the following requirements:
   i. For Confidential Information, measures to ensure the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor that comply with all business, legal and regulatory requirements for protecting the Eversource's Confidential Information accessed or stored by Contractor;
   ii. For Critical Systems products, equipment or services that Contractor supplies to Eversource, comprehensive security requirements and policies that meet all business, legal and regulatory requirements, including, without limitation, CIP requirements, for protecting Eversource Critical Systems that ensures the security, integrity and availability of such systems;
   iii. Contractors' Security Programs must include, without limitation, the following requirements and procedures:
      1. A risk assessment process factoring in business impact and the probability of occurrence to define appropriate level of protection for products, equipment and services supplied to Eversource for its Critical Systems and Eversource Confidential Information;
      2. Have user controls that, uniquely identify users, set forth user responsibilities, log user access, and restrict user access to appropriate necessary levels;
      3. Change control processes and security to ensure that only authorized hardware and software is installed on Critical Systems or provided to Eversource for its Critical Systems for installation;
      4. Security and malware services in place such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of Critical System, that are current and up to date with the latest versions and technology (e.g., latest versions, patches, new virus definitions) that are periodically tested to ensure effective on-going operation;
      5. Wireless Technology Controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;
      6. Encryption of all devices used by Contractor to access or store CEII, CIP Information, PHI or PII.
      7. Encryption of all records and files containing PII, PHI, CEII or CIP information that will travel across public networks or will be transmitted wirelessly.
      8. Business continuity plans to address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans that Contractor periodically tests to ensure their effectiveness.

9. Prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes;
10. Track and report suspected unauthorized activity to facilitate investigations;
11. Monitoring 7x24 for Critical Systems attempted unauthorized activity (i.e., the Internet gateway, dial-in, or a high-risk application);
12. Security Program audit rights by Eversource to ensure Contractor's compliance with Contractor's Security Programs and these CIS Requirements.
13. Incident handling procedures in place to ensure timely and appropriate response in compliance with all applicable laws;
14. Identify associated consequences for noncompliance;

d. Communications: Contractor shall have communicated Security Program requirements to all persons with access to Confidential Information and Critical Systems products, equipment or services with acknowledgements retained on file.

3. **Additional Contract Provisions**: The following provisions are hereby added to the General Terms and Conditions or agreement to which these CIS Requirements are attached:

a. Contractor shall comply with "best industry practices" relating to electronic information security for the Information within Contractor's control and shall be liable for any Eversource Confidential Information that is lost, stolen or disclosed without authorization while in Contractor's control;

b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information shall apply to all customer or employee information being managed by Contractor);

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

d. Return or Destruction of Confidential Information or Devices containing Confidential Information: Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Company's request, Contractor will return to Company all Confidential Information or hardware and removable media provided by Company containing Confidential Information. Confidential Information in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Confidential Information is owned by Contractor or a third-party, a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Company's request. Contractor's destruction or erasure of Confidential Information pursuant to this Section shall bein compliance with best industry practices (e.g., Department of Defense 5220-22-M Standard, as may be amended).

e. Insurance: Contractor warrants that it will maintain insurance coverage sufficient to satisfy the obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in agreements with Contractor, Contractor will maintain (and

shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

i. For Critical Systems equipment and services provided by Contractor, Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including, Operations, Products and Completed Operations, Underground (XCU) Hazard, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $5,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

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

iii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period.

iv. Contractor shall ensure that (i) the insurance policies listed above contain a waiver of subrogation against Eversource and its affiliates, (ii) the Commercial General Liability policy names Eversource and its affiliates and assignees as additional insureds, and (iii) all policies contain a provision requiring at least thirty (30) days' prior written notice to Eversource of any cancellation, modification or non-renewal. Within thirty (30) days following the Effective Date, and upon the renewal date of each policy, Contractor will furnish to Eversource certificates of insurance and such other documentation relating to such policies as Eversource may reasonably request. In the event that Eversource reasonably determines the coverage obtained by Contractor to be less than that required to meet Contractor's obligations created by this Agreement, then Contractor agrees that it shall promptly acquire such coverage and notify Eversource in writing that such coverage has been acquired. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.

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

g. Audit Rights: Eversource may, but is not obligated to, perform audits and security tests of Contractor's systems and procedural controls to confirm Contractor's compliance with the CIS Requirements. These audits and tests may include coordinated security tests, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Eversource Confidential Information. Contractor shall provide all information reasonably requested by Eversource in connection with any such audits and shall provide reasonable access and assistance to Eversource upon request. Contractor

will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. Eversource reserves the right to view, upon request, any original security reports that Contractor has undertaken or commissioned to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to Eversource security contact. Contractor will notify Eversource of any such security reports or similar assessments once they have been completed. Any regulators of Eversource or its affiliates shall have the same rights of audit as described herein upon request.

h. Regulatory Examinations: Contractor agrees that any regulator or other governmental entity with jurisdiction over Eversource and its affiliates may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, and systems reasonably requested by the regulator or other governmental entity. Contractor agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes at Contractor's sole cost and expense. The foregoing cooperation and assistance will be rendered at Contractor's then-current time and materials rates, subject to Eversource's prior written authorization.

4. **Security Incident Notification (CIP-013-R1.2.1)**:

a. Eversource's Corporate Information Security (CIS) assists in responding to and investigating Security Incidents such as misuse or abuse of Eversource technology, Critical Systems, and computer and network security breaches and unauthorized disclosure, access or modification of confidential utility or personal information. In the event of a Security Incident or any other incident that has the potential to adversely impact the availability or reliability of the Bulk Electric or Gas System, Contractor must immediately report such incident to CIS *as soon as the incident is suspected.* "Security Incident" means any circumstance when (i) Contractor knows or reasonably believes that Eversource Information hosted or stored by the Contractor has been Disclosed; (ii) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the Critical Systems equipment, products and services provided to Eversource by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Eversource's systems storing or hosting Eversource Confidential Information; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Eversource Information or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with Eversource Information or (B) the cybersecurity of the products, equipment and services provided to Eversource by Contractor for Critical Systems.

b. **Contractor should IMMEDIATELY CALL**, regardless of the day or time the Corporate Information Security at [redacted] Please **ALSO** email [redacted] and Eversource's Chief Compliance Officer, [redacted] with details of the Security Incident. Please **DO NOT** simply leave voicemail or send email - please ensure you reach an employee, because it is **CRITICAL** that Eversource begins response procedures immediately.

c. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount of Company Information known or reasonably believed to have been Disclosed, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

d. Contractor shall provide written updates of the notice to Eversource addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with Eversource to determine the risk to the Critical Systems posed by the Security Incident, including providing additional information regarding the Security Incident upon request from Eversource.

e. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or Critical Systems caused by an incident if CIS is advised of such efforts at the time of or before they are undertaken.

f. **DO NOT** talk about the incident with any other parties until you are authorized as part of the process outlined in this document.

g. When CIS is notified, it will advise and assist in containing and limiting the exposure, in investigating the breach or attack, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide assistance and guidance to the Contractor to appropriately and timely resolve any incident.

h. If the Security Incident is related to malware contained in Contractor's Critical Systems Equipment and Services, provide additional support as described in Section 8.f. below.

**5. Security Incident Response Plan (CIP-013-R1.2.2)**

a. Security Incident Response Plan: Contractor shall have in place a written Response Plan with requirements and procedures to respond to and address Security Incidents ("Response Plan"), including measures to mitigate impacts of Security Incidents and procedures and actions to be taken to assess Security Incident and mitigate the risk of occurrence of such Security Incidents in the future, as described below. Upon request, Contractor provide the Response Plan to Eversource or make its Response Plan accessible for review. The Response Plan and its implementation shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended.

b. Prevention and Mitigation of Recurrence: Promptly after the occurrence of a Security Incident, Contractor shall develop and execute a plan to mitigate the risk of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended, and shall provide a written copy of such plan to Eversource within five (5) days of such Security Incident. As soon as practicable after the occurrence of a Security Incident, Contractor shall also provide recommendations to Eversource on actions that Eversource may take to assist in the prevention of recurrence, as applicable or appropriate.

c. Coordination of Incident Response with Eversource: Within two (2) days of notifying Eversource of the Security Incident, Contractor shall recommend actions to be taken by Eversource on Eversource controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Contractor shall coordinate with Eversource in developing those action plans and mitigating controls. Contractor will

provide Eversource guidance and recommendations for long term remediation of any cyber security risks posed to Eversource Information, equipment, systems, and networks as well as any information necessary to assist Eversource in any recovery efforts undertaken by Eversource in response to the Security Incident.

d. Notification to Affected Parties: Contractor will, at its sole cost and expense, assist and cooperate with Eversource with respect to any investigation of a Security Incident, disclosures to affected parties, and other remedial measures as requested by Eversource in connection with a Security Incident or required under any applicable laws related to a Security Incident. In the event a Security Incident results in Eversource Information being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of Eversource under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by Eversource, except as required by applicable law or approved by Eversource in writing. Eversource will have sole control over the timing and method of providing such notification.

e. Security Incidents Not Related To Eversource Critical Systems or Confidential Information (Unrelated Security Incidents): In the event (a) Contractor's confidential information has been corrupted or destroyed or has been accessed, acquired, compromised, modified, used or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose; (b) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products, equipment and services provided by Contractor to an entity other than Eversource; or (c) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (i) Contractor's handling of confidential information or Contractor's compliance with applicable law in connection with confidential information or (ii) the cybersecurity of the products, equipment and services provided by Contractor to an entity other than Eversource ("Unrelated Security Incident"), Contractor shall provide to Eversource a confidential report describing, to the extent legally permissible, a detailed summary of the facts and circumstances of the Unrelated Security Incident, including a description of (1) why the Unrelated Security Incident occurred, (2) the nature of the confidential information disclosed, and (3) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

**6. Critical Systems Vulnerability Management (CIP-013-R1.2.4)**

a. Vulnerability Management/ Mitigation Program. Prior to the delivery of any products, equipment or services, for Critical Systems, Contractor shall provide Eversource with documentation regarding Contractor's vulnerability management/mitigation programs, including information regarding: (i) the resources and technical capabilities to sustain this program and process such as Contractor's method or recommendation for how the integrity of a patch is validated by Eversource; and (ii) Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.

b. Notifications: Contractor shall notify Eversource promptly of any known or discovered vulnerabilities and material defects related to Critical Systems Equipment or Services provided to Eversource, whether publicly disclosed or otherwise (subject to a mutual confidentiality nondisclosure agreement) and whether known prior to or after delivery of such Equipment and Services to Eversource.

c. Documentation:
   i. Contractor shall emai[redacted] written details of the vulnerability or material defect as quickly as possible within thirty (30) calendar days after such vulnerability and material defect becomes known to Contractor. Details shall include summary description of each vulnerability or material defect, its potential impact, its potential security impact, its root cause and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

ii. Contractor shall develop and implement written policies and procedures to address the disclosure, documentation and remediation by Contractor of vulnerabilities and material defects related to the Critical Systems Equipment or Services products, equipment and services provided by Contractor to Eversource under this Agreement.

iii. Contractor shall document and implement a vulnerability detection and remediation program consistent with NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI-2, as may be amended.

d. Specific Disclosure Requirements: Contractor shall disclose the existence of all known methods for bypassing computer authentication in the procured product or services, often referred to as backdoors, and provide written documentation that all such backdoors created by Contractor have been permanently deleted or disabled.

e. Eversource Disclosure of Vulnerabilities: Whether or not publicly disclosed by Contractor and notwithstanding any other limitation in this Agreement, Eversource may disclose any vulnerabilities or material defects in the products, equipment and services provided by Contractor to (a) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity, (b) to any entity when necessary to preserve the reliability of the BES as determined by Eversource in its sole discretion, or (c) any entity required by applicable law. To the extent permitted by law or governmental agency, Eversource shall notify Contractor of such disclosures.

**7. Critical Systems Products and Equipment - Hardware, Firmware, Software, and Patch Integrity and Authenticity (CIP-013- R.1.2.5)**

a. Documentation: Prior to the delivery of any products, Equipment for Critical Systems, Contractor shall provide Eversource with **Contractor's Risk Management Program** and practices documentation for delivery of Critical Systems Equipment and Services, including hardware, software (including patches), and firmware provided to Eversource or any connection of electronic devices, assets or equipment to Eversource's Critical Systems. Such documentation shall cover the following:

i. Chain-of-custody practices;
ii. Inventory management (including the availability, location and protection of spare parts);
iii. Spare parts commitment to availability for period requested by Eversource.
iv. Vulnerability management (see Section 7 above);
v. Information protection practices;
vi. Quality and integrity of components provided by Contractor and any sub-suppliers;
vii. Patch Management and Update Process documentation (including Contractor's and any third-party hardware, software, and firmware) for products, services, and;
viii. Risk Management for any Contractor provided or used electronic device, asset, or equipment required to be connected to the assets of Eversource during the provision of products, Critical Systems Equipment and Services.

b. Product Delivery:

i. Contractor shall implement measures to protect products during delivery, prevent tampering, and to detect unauthorized access throughout the delivery process.
ii. Digital Product Delivery: Contractor shall specify how digital delivery for procured products (*e.g.*, software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. At Eversource's request, Contractor shall apply encryption to protect procured products throughout the delivery process.
iii. Physical Product Delivery: Contractor shall use trusted channels to ship procured products and equipment, such as U.S. registered mail. Contractor shall provide chain-of-custody documentation for procured products and equipment. Contractor shall use tamper-resistant and tamper-evident packaging for the delivery of this hardware.

c. Product Patches and Updates:
   i. If Contractor provides software or patches to Eversource, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Eversource to use the hash value as a checksum to independently verify the integrity of the software and patches.
   ii. Contractor Products: Contractor shall notify Eversource and provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 45 days or as otherwise pre-agreed to by the parties in writing. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within 15 days except as otherwise pre-agreed to by the parties in writing. If updates cannot be made available by Contractor within these time periods, except as otherwise pre-agreed to by the parties in writing, Contractor shall provide mitigations and/or workarounds within 15 days or as otherwise pre-agreed to by the parties in writing.
   iii. Third Party Products: When third-party hardware, software (including open-source software), and firmware is provided by Contractor to Eversource, Contractor shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 45 days. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, within 15 days or as otherwise pre-agreed to by the parties in writing. If these third-party updates cannot be made available by Contractor within these time periods, except as otherwise pre-agreed to by the parties in writing, Contractor shall provide mitigations and/or workarounds within 15 days or as otherwise pre-agreed to by the parties in writing.

d. Product Origins: Contractor shall identify the country (or countries) of origin of the procured product and its components (including hardware, software, and firmware). Contractor will identify the countries where the development, manufacturing, maintenance, and service for the product are provided. Contractor will notify Eversource of changes in the list of countries where product maintenance or other services are provided in support of the procured product. This notification shall occur 180 days prior to initiating a change in the list of countries.

e. Product Quality:
   i. Unless otherwise requested by or approved by Eversource in writing, current or supported version of Contractor products and services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (*e.g.*, Java, Flash, Web browser, etc.).
   ii. Current Versions; Contractor shall certify and provide documentation confirming that procured products (including third-party hardware, software, firmware, and services) have the most current software versions, including all updates and patches to date installed prior to delivery to Eversource.
   iii. False "Malware" Indicators. For any software or updates provided by Contractor for installation by Eversource that are flagged as malware by open source screening services such as "Virus Total," upon request by Eversource, Contractor must provide technical proof as to why the "malware" flag is incorrect to ensure the code does not contain malware and has not been compromised.
   iv. Operating System Compatibility and Support: Except if preapproved in writing by Eversource, any products provided by Contractor for Critical Systems Equipment or Services shall (1) not require use of any operating system that will go end-of-life six (6) months from the date of installation; and (2) be supported by and be updated for use with the latest versions of operating systems within twenty-four (24) months from official public release of that operating system version.

v. For any Equipment that has remote access capability, Contractor shall comply with Eversource's requirements for the security and controls for contractor-initiated Interactive Remote Access and system-to-system remote access with Contractor.

f. Viruses, Firmware and Malware:

i Contractor will check that all Critical Systems Equipment and Services do not contain computer viruses or malware in any software or patches before providing such software or patches to Eversource.

ii Contractor certifies that it has no knowledge of any computer viruses or malware coded or contained in any software or patches in any Critical Systems Equipment and Services provided to Eversource.

iii Contractor warrants that it will not insert any code that would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality of any Critical Systems Equipment and Service provided to Eversource.

iv Incident Response: If a virus or other malware is found to have been coded or otherwise introduced into Critical Systems Equipment and Services as a result of Contractor's breach of its obligations under this Agreement, Contractor shall immediately and at its own cost:

1. Take all necessary remedial action and provide assistance to Eversource to eliminate the virus or other malware throughout Eversource's information networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of Eversource; and
2. If the virus or other malware causes a loss of operational efficiency or any loss of data, Contractor shall take all steps necessary and provide all assistance required by Eversource and its affiliates, including commercially reasonable efforts to mitigate the loss of or damage to such data and to restore the efficiency of such data or data backup, as requested by Eversource.

g. Cryptographic Requirements:

i. Contractor shall have in place a cryptographic system for any Critical Systems Equipment or products provided to Eversource.

ii. Contractor will use only "approved" cryptographic methods as defined in the FIPS 140-2 Standard when enabling encryption on its Critical Systems Equipment and products provided to Eversource.

iii. Functionality: Contractor shall ensure that cryptographic system has the following functionality:

1. Configurable cryptoperiods (the life span of cryptographic key usage) in accordance with the Suggested Cryptoperiods for Key Types found in Table 1 of NIST 800-57 Part 1, as it may be amended from time to time;
2. An automated remote key creation, re-keying and key update method for all Critical Systems Equipment and products devices as part of standard operations that protects the confidentiality and integrity of the cryptographic keys;
3. effective within the period required or approved by Eversource;
4. Emergency remote re-keying of all devices within the shorter period required or approved by Eversource; and
5. A method for updating cryptographic primitives or algorithms.

iv. Documentation: Contractor shall provide Eversource with documentation as to how such cryptographic system protects the confidentiality, data integrity, authentication, and non-repudiation of devices and data flows in Critical Systems Equipment and products provided to Eversource. Cryptographic system documentation shall include, but not be limited to, the following descriptions:

1. The cryptographic methods (hash functions, symmetric key algorithms, or asymmetric key algorithms) and primitives (*e.g.*, Secure Hash Algorithm [SHA]- 256, Advanced Encryption Standard [AES]-128, RSA, and Digital Signature Algorithm [DSA]-2048) that are implemented in the system, and how these methods will be implemented; and
2. The preoperational and operational phases of key creation, deployment, ongoing validation, and revocation.

**8. Personnel Management for Critical Systems Services**

a. Personnel Risk Assessment: In compliance with NERC CIP-004 Requirements, for any Contractor personnel providing services related to Eversource Critical Systems, Contractor shall comply with the following:

i. **Security Awareness Program**: Contractor shall ensure that each Authorized Personnel enroll in and successfully complete, the Company's CIP Training Program, in accordance with the written requirements provided by the Company to Contractor. Contractor shall be responsible to ensure that Authorized Personnel reperform the CIP Training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

ii. **Security Awareness Reinforcement**: Contractor shall provide all Authorized Personnel security awareness reinforcement on at least a quarterly basis using direct communications, indirect communications; and management support and reinforcement. Company may provide Contractor with communications, in which case Contractor shall circulate such communications to its Authorized Personnel.

iii. **Personnel Risk Assessment (PRA)**: In addition to any other background check requirements under other agreements between Contractor and Company, Contractor shall perform a Personnel Risk Assessment ("PRA") for Contractor employees that require either B (Unescorted Access) or C (Escort Others) Access level that provides the following:
   1. identity verification (e.g., Social Security Number verification for U.S. citizens required and e-Verify);
   2. seven year criminal background check with standards that meet or exceed the Company requirements, pursuant to the attached Schedule A, which may be amended from time to time by the Company in its discretion; and
   3. For Authorized Personnel, Contractor shall perform a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list and confirm that no Authorized Personnel are identified on that list.

b. Notification and Revocation **(CIP-013- R.1.2.3)**: Contractor will immediately notify Eversource in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's access to any Eversource Confidential Information, Critical Systems, networks, or property when:

i. any Contractor Personnel no longer require such access to furnish the services, equipment or products provided by Contractor under this Agreement;
ii. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended;
iii. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any Eversource property, including to employees, customers, buildings, assets, systems, networks, or Confidential Information;

iv. there are any material adverse changes to any Contractor Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;

v. any Contractor Personnel fails to maintain conduct in accordance with the applicable qualification criteria; any Contractor Personnel loses his or her U.S. work authorization;

vi. Contractor's provision of products, equipment and services to Eversource under this Agreement is either completed or terminated, so that Eversource can discontinue electronic and/or physical access for such Contractor Personnel.

**9. Remote Access (CIP-013- R.1.2.6)**

a. In compliance with NERC CIP-013 Requirements, for any Critical Systems Services provided to Eversource, Contractor shall comply with all Eversource requirements for the use of remote access technologies and the management of Contractor personnel with remote access to Eversource Critical Systems.

b. Contractor shall comply with Eversource's requirements and shall coordinate with Eversource on all remote access to Eversource's Critical Systems and networks and controls for system-to-system and individual remote access sessions requested by Eversource;

c. Controls for Remote Access: Contractors that directly, or through any of their affiliates, subcontractors or service providers, connect to Eversource's Critical Systems agree to the additional following protective measures:

i. Contractor will not access, and will not permit any other person or entity to access, Eversource's Critical Systems without Eversource's authorization and any such actual or attempted access will be consistent with any such authorization and comply with these Requirements;

ii. Contractor shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.

iii. Contractor shall ensure Contractor personnel do not use any virtual private network or other device to simultaneously connect machines on any Eversource system or network to any machines on any Contractor or third-party systems, and such Contractor personnel must:

1. Use only a remote access method in accordance with Eversource's remote access control policies,
2. Provide Eversource with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
3. Ensure that any computer used by Contractor Personnel to remotely access any Eversource system or network will not simultaneously access the Internet or any other third-party system or network while logged on to Eversource systems or networks.

iv. Contractor Personnel accessing Eversource networks must be uniquely identified; and

v. Accounts are not shared between Contractor Personnel.

d. Security: Contractor shall adhere to Eversource Remote Access security requirements:

i. Use only individual user accounts to limit access and permissions;

ii. No shared access shall be permitted;

iii. Multifactor Authentication will be required; and

iv. Contractor IT assets (hardware, software and firmware) connecting to the Eversource network shall have current updates to remediate security vulnerabilities or weaknesses.

e. Notification and Revocation **(CIP-013- R.1.2.3)**: Contractor will immediately notify Eversource in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's access to any Eversource Confidential Information, Critical Systems, networks, or property when:

vii. any Contractor Personnel no longer require such access to furnish the services, equipment or products provided by Contractor under this Agreement;
viii. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended;
ix. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any Eversource property, including to employees, customers, buildings, assets, systems, networks, or Confidential Information;
x. there are any material adverse changes to any Contractor Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;
xi. any Contractor Personnel fails to maintain conduct in accordance with the applicable qualification criteria; any Contractor Personnel loses his or her U.S. work authorization;
xii. Contractor's provision of products, equipment and services to Eversource under this Agreement is either completed or terminated, so that Eversource can discontinue electronic and/or physical access for such Contractor Personnel.

f. Access Revocation and Removal Actions: Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel electronic and physical access to Eversource Information as well as Eversource property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to Eversource any Company-issued property including, but not limited to, Eversource photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor Personnel.

g. Access Revocation and Removal Notification: Contractor will notify Eversource once access to Eversource Information as well as Eversource Critical Systems and property, has been removed and confirmed that such access removal occurred no later than close of business on the same day as the day of termination or change.

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**COVER AGREEMENT**

This Cover Agreement ("Cover Agreement"), dated January 16, 2026, together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and The Brattle Group ("Contractor") for the 2026 NSTAR Gas and CL&P ROE Cost of Capital assessment. (Contract Number: CW2335582)

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

**THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING, ATTACHED OR REFERENCED AND MADE PART HEREOF AND SHALL APPLY TO ALL PURCHASE ORDERS THAT REFERENCE THIS AGREEMENT.:**

Exhibit A: General Terms and Conditions, Consulting, Rev. 27. Negotiated 01.16.2026
Exhibit B: RESERVED
Exhibit C: Pricing Schedule
Exhibit D: Scope of Work
Exhibit E: RESERVED
Exhibit F: RESERVED
Exhibit G: OTHER

Attachment G-1: Mutual Nondisclosure and Confidentiality Agreement
Attachment G-2: Corporate Information Security Requirements

## I. EFFECTIVE DATE OF THIS AGREEMENT

The effective date of this Agreement ("Effective Date") shall be the later of the following events: (1) This Cover Agreement has been executed by authorized officials of both Owner and Contractor; and (2) a Purchase Order and number have been issued by Owner. This Agreement shall remain in full force and effect from the Effective Date until Contractor completes the Work or through Final Acceptance, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of the parties ("Term"), except that any provisions necessary to affect the Agreement's purpose shall continue in effect beyond the Term.

## II. ENTIRE AGREEMENT; INTERPRETATION

Contractor shall undertake the Project and provide Work in accordance with applicable provisions of this Agreement. Contractor shall not commence any Work under this Agreement before the Effective Date. Any Work performed by Contractor before the Effective Date will be performed at the sole risk of and expense to Contractor.

Amendments or modifications of this Agreement shall not be valid unless evidenced in writing and, except for Purchase Orders, described below, signed by duly authorized officers of Owner and Contractor. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Contractor for Work during the term of this Agreement. This Agreement establishes the terms and conditions applicable to all Work as may be authorized by Owner pursuant to the Agreement or any applicable Purchase Order issued by Owner. CONTRACTOR SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONTRACTOR. CONTRACTOR HEREBY AGREES THAT OWNER SHALL BE ENTITLED TO RELY ON CONTRACTOR'S COMMENCEMENT OF

PERFORMANCE OF WORK AS EVIDENCING CONTRACTOR'S ACCEPTANCE OF THE PURCHASE ORDER, IN WHICH CASE SUCH WORK PURCHASE ORDER SHALL CONSTITUTE AN AGREEMENT DOCUMENT AND SHALL BIND THE PARTIES AS THOUGH COUNTERSIGNED BY EACH OF THEM. Unless specifically indicated in the applicable Purchase Order, each Purchase Order shall not amend, change or otherwise modify the then current terms and conditions of this Agreement. The Parties have established the foregoing structure to expedite Owner's engagement of Contractor for Work as and when Owner elects to do so. If awarded to Contractor, the Purchase Order will include all Services and/or Equipment to be provided by Contractor, either directly or through the retention of Subcontractors, as authorized under the applicable Purchase Order.

## III. PRICE

Work shall be performed on a Time and Material basis pursuant to this Agreement and in accordance with Exhibit C. Except as otherwise expressly provided in Exhibit C, the pricing is fixed until December 31, 2026.

## V. INVOICING

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

## VI. SALES TAX

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

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

When providing Work in New Hampshire does not require sales tax; therefore, sales tax is not applicable.

## VII. PRIORITY OF DOCUMENTS

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

other documents attached to and/or otherwise made a part of any of the foregoing documents shall have the priority of the document to which they are attached and/or made a part of.

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

| **The Brattle Group, Contractor** | **Eversource Energy Service Company** |
|---|---|
| **By** Ann E. Bulkley | **By** [redacted] |
| **Printed** Ann E. Bulkley | **Printed** |
| **Title** Principal | **Title** Senior Sourcing Agent |
| **Date** 01/20/2026 | **Date** 01/20/2026 |

**EVERSOURCE ENERGY GENERAL**
**TERMS and CONDITIONS**
**CONSULTING SERVICES**

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**1. DEFINITIONS.**

**All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement.**

1.1 ACCEPTANCE**:** Owner's determination that Consultant has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, Purchase Order General Terms and Conditions ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Subject to the terms of this Agreement, Owner's Confidential information includes written, oral, or electronic information and Information containing personal information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provides to Consultant, including, without limitation, business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by Law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Consultant's Information as Confidential Information shall be limited to non-public financial information and other non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONSULTANT: The entity issued an Order by Owner.

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

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

1.9 DELIVERABLE(S): Any final material(s) delivered by Consultant to Owner in performance of the Work, as set forth in the applicable Order.

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

1.11 ENVIRONMENTAL LAWS: All applicable Laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.12 RESERVED.

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

1.14 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Consultant has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

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

1.16 FORCE MAJEURE: Force Majeure" shall mean an event or circumstance that prevents one party from performing its obligations that (a) was not anticipated; (b) is not within the reasonable control of the party seeking relief (the "Claiming Party"); (c) does not result from the fault or negligence of the Claiming Party (or any of its subcontractors) or from a breach of any of the Claiming Party's contractual or other legal obligations; (d) the Claiming Party is unable using commercial reasonable efforts to overcome or avoid or cause; and (e) is caused by one or more of the following (to the exclusion of all other events or circumstances): (i) an Act of God (including fire, flood or other significant, unpredicted and unusual natural catastrophe) having general application to the Site or facilities required in order to satisfy the party's obligations under the Agreement and alternate facilities are not reasonably available; excluding, inclement weather at Site where Work is not prohibited under subsection (ii); (ii) a governmental authority suspends or otherwise prohibits the performance of such Work (excluding, however, any actions resulting from the alleged failure of the Claiming Party to satisfy any obligation); (iii) act of war, terrorism or sabotage; (iv) an epidemic and/or pandemic (including COVID-19, also known as Coronavirus), provided that Contractor has developed and implemented plans, protocols and procedures to prevent, mitigate and remediate the effects of any such occurrence; or (v) nationwide labor strike or labor strike by employees of the other party. For the avoidance of doubt, neither (A) strikes, work stoppages or other labor disputes affecting Contractor (and/or any subcontractor(s) or suppliers to Contractor), other than those referenced in subsection (v) above, nor (B) changed or adverse economic conditions and/or commercial impracticability experienced by Contractor (including market changes, increased costs and/or insufficient money) shall constitute a Force Majeure.

1.17 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.18 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.

1.19 LAWS: All laws, regulations and requirements applicable to the Work, including international,

federal, state and local laws, and the laws applicable to any location where any Work is to be performed including, without limitation, environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. Laws shall also include any and all constitutions, charters, acts, statutes, laws, ordinances, codes (including codes of conduct), rules, regulations, orders, consent decrees, legislative or administrative actions, final decrees, judgments or orders of any court, specified standards or objective criteria of any governmental authority having jurisdiction concerning all or any portion of the Work or the Agreement and applicable to all or any portion of the Work or the Contractor or the Agreement; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law.

1.20 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.21 OWNER: Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No Eversource Affiliate that is not Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

1.22 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.23 PARTY: Each of Owner and Consultant

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

1.25 SITE: The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.26 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.27 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemental or revised from time to time by Owner.

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

1.29 WORK: The terms used to describe collectively, all Services and Deliverables delivered to Owner as referenced in the Agreement documents required to be undertaken by Consultant under the Agreement.

**2. CONSULTANT'S BILLING RATES.**

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

**3. TERMS OF PAYMENT**

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Consultant shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Consultant shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number. The parties will work in good faith to resolve any disputes regarding the Work, provided the following cannot alone excuse Owner's obligation to pay invoices: a) if the results of the analyses or opinions fail to promote Owner's commercial interests; or b) if Owner disagrees with the analyses or opinions.

3.2 Consultant must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) to fully describe each element of cost charged to Owner and (c) if applicable, and provided that Consultant has received payment from Owner for the same, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any disputed invoice to such extent as may be necessary to protect itself from loss caused by Consultant's failure to perform the Work in conformance with the Specifications set forth in the Order. Owner shall notify Consultant of the grounds for any withholding with sufficient detail to allow Consultant to address the alleged failure to conform the Work to the Specifications, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld.

3.5 Subject to Section 36 (Limitation of Liability) and to the extent permitted by Law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant solely arising under the Agreement, without prejudice to the rights of the parties with respect to such claims. However, set off shall not be permitted for alleged breaches of this Agreement and may be exercised only with respect to payment obligations that are due and payable. In the case of Work incorrectly performed or incomplete, an equitable deduction in amounts that are undisputed and finally determined by a court of competent jurisdiction or agreed in writing by the parties from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all invoicing documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense) provided all such documents pertain to charges invoiced to Owner. Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours at the locations where such records are maintained insofar as they pertain to changes invoiced to Owner.

3.7 RESERVED

**4. TAXES.**

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

4.2 Taxes on Consultant's Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant's use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Consultant and Consultant's prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Consultant's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Consultant that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Consultant will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Consultant for any taxes levied against Consultant's income, property or payroll.

4.4 RESERVED.

**5. CHANGES AND ADDITIONS.**

5.1 Either Party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Consultant shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Consultant.

5.2 Owner shall have the right to request Consultant to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Consultant Resources performing the Work and are agreed to in writing by Consultant. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Consultant's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the Party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the Party receiving the request for change

or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 RESERVED.

5.5 Consultant shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Consultant. In all instances, Consultant shall promptly orally notify Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident. Thereafter, Consultant shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within fifteen (15) Business Days after the date of the event or incident giving rise to such claim (or such later time as Owner shall permit). Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such prompt oral notice and thereafter submits such detailed supporting documentation for the claim to Owner within such fifteen (15) Business Day period.

**6. INFORMATION.**

6.1 If Consultant is required to provide Information, such required Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.

6.2 RESERVED.

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

6.4 RESERVED.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, whether enhanced, developed or acquired prior to or during performance of the Work, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that, to the extent applicable, Consultant shall grant Owner a limited, worldwide, irrevocable, non-assignable, non-sublicensable license to said Information to the extent necessary to use the Deliverables. For Deliverables that include Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Consultant shall provide the Information with the standard of care normally exercised by professional consulting firms performing comparable services under similar conditions, judged as of the time the Work is rendered and, if the Information fails to conform to the Specifications set forth in the Order, shall correct, at its expense, any material non-conformity therein within thirty (30) days of its receipt of written notice from Owner describing the material non-conformity in reasonable detail.. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to material errors shall be chargeable to Consultant.

6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement or provided to Consultant pursuant to third party license for use in the Deliverables, and except as set forth in this Article 6, all Information contained in the Deliverables and delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the

parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request, subject to Article 3.6.

**7. ELECTRONIC DELIVERY OF INFORMATION.**

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

**8. DELAYS.**

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources and by no fault of Owner, or as a result of a Force Majeure event (see Section 9), Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

**9. FORCE MAJEURE.**

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to Force Majeure.

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

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or insufficient money. The party whose performance is affected shall give prompt notice thereof; such notice may be given orally or in writing but, if given orally, it shall be promptly confirmed in writing, providing details regarding the nature, extent and expected duration of the Force Majeure, its anticipated effect on the ability of such party to perform obligations under this Agreement, and the estimated duration of any interruption in Work or other adverse effects resulting from such Force Majeure, and shall be updated or supplemented to keep the other party advised of the effect and remedial measures being undertaken to overcome the Force Majeure. If Contractor's performance is impaired by Force Majeure for a period of thirty (30) days or more, Owner shall have the right to terminate the Agreement upon written notice and without further liability.

**10. INSPECTION.**

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests relating to the Work and test results and provide Owner timely delivery of intermediate or draft Work, as required. Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

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

10.4 RESERVED

**11. REQUIREMENTS FOR ACCEPTANCE.**

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

11.1 RESERVED.

11.2 properly executed, unconditional waivers or releases of lien from Consultant and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of Work;

11.4 all Information required under the Agreement; and

11.5 Return or destruction, if applicable, of all property provided by Owner, if requested by Owner.

**12. PARTIAL COMPLETION AND ACCEPTANCE.**

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any Deliverable has been completed and if Owner determines that such Deliverable is of value, Owner will, if applicable, issue to Consultant a certificate or other written acknowledgement of completion of the applicable

Deliverable. Upon the issuance of such certificate or other written acknowledgement, or at any time thereafter, Owner may take over and use the Deliverable described in such certificate and may exclude Consultant therefrom. The issuance of a certificate of completion of the applicable Deliverable or other written acknowledgement will not release Consultant from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, Consultant will be entitled to extra compensation or extension of time, or both, as Owner may determine.

**13. SUSPENSION OF WORK.**

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

**14. TERMINATION FOR CAUSE.**

14.1 Without prejudice to any other right or remedy either party may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to the other, either party may terminate the Agreement without any liability being owed thereby by Owner to Consultant or by Consultant to Owner, in the event of the occurrence of any of the following:

14.1.1 insolvency of Consultant or Owner;

14.1.2 filing of a voluntary petition in bankruptcy by Consultant or Owner;

14.1.3 filing of an involuntary petition in bankruptcy against Consultant or Owner;

14.1.4 appointment of a receiver or trustee for Consultant or Owner;

14.1.5 execution by Consultant or Owner of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

14.1.6 commencement of any legal proceeding against Consultant or Owner that, in Owner's or Consultant's opinion, may interfere with Consultant's or Owner's ability to perform in accordance with the Agreement; or

14.1.7 Consultant or Owner consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in violation of Article 41.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant, upon giving Consultant written notice of default and allowing Consultant a period of ten (10) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity.

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

14.4 Consultant shall promptly transfer title and deliver to Owner the Deliverables, and Consultant shall execute and deliver such documents and take all such actions as Owner may reasonably require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Deliverables.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 “DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION”, to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

**15. TERMINATION FOR CONVENIENCE.**

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any

reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least five (5) day's prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner's notice. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and, if applicable and requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Consultant shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, to the extent the terminated Work involved ongoing performance of routine functions, Consultant shall reasonably cooperate (at Owner's sole cost) with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Consultant under the Agreement.

15.2 Upon Owner's request and payment of all amounts due to Consultant for the Work performed, Consultant shall promptly transfer title and deliver to Owner the Deliverables, and Consultant shall execute and deliver such documents and take all such actions as Owner may reasonably require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Deliverables.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed or partially completed, as set forth in Article 12, in compliance with the Agreement through the effective date of termination.

**16. OWNER'S REPRESENTATIVE STATUS.**

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

**17. CONSULTANT'S SUPERVISORY DUTIES.**

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

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

17.3 Consultant shall at all times enforce strict discipline and good order among Consultant Resources and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request that Consultant remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

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

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources. Owner's requests and/or reviews concerning any Consultant Resources shall not be

construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

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

**18. INDEPENDENT CONTRACTOR.**

Consultant Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

**19. SUBCONTRACTING.**

19.1 Consultant shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall include all Agreement provisions related to any subcontracted Work in the written agreement between Consultant and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Consultant shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Consultant terminate any subcontract and remove any Consultant Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Consultant shall not allow access to the Site(s) or any portion thereof under the control of the Consultant by any person not acting under the direction and control of Consultant, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 RESERVED

**20. COMPLIANCE.**

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Contractor and the Work, including international, federal, state and local Laws, and the Laws applicable to any location where any Work is to be performed. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import Laws,

requirements, rules and regulations, and the applicable Laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A STATE OR FEDERAL GOVERNMENT CONTRACT OR STATE OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a state or federal government contract or state or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all Laws and regulations specific to and applicable to such federal government contracts, including without limitation, regulations and Laws regarding employment and non-discrimination, unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a).** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference. For any Work performed for Owner pursuant to an agreement between Owner and the Connecticut Department of Transportation for which Owner receives State or Federal funds, the "Connecticut Required Contract/ Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" dated July 2024, as may be amended from time to time, are hereby incorporated by reference. For any Work performed on federal government property or funded by the federal government, Contractor shall comply with all applicable Federal Acquisition Regulation (FAR) requirements related to such Work, including, without limitation, Buy America and Buy American requirements, as applicable.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all applicable federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster an engaged and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 To the extent applicable, for all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems ("BES") and Cyber Systems as described in North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

20.6 Applicable to Work or Services requiring the processing the personal data of the following:

**a. Connecticut Residents: In compliance with the Connecticut Consumer Data Privacy Act., Conn. Gen. Stat. § 42-515 through 42.525 ("CTDPA")**

**b. New Hampshire Residents: Effective January 1, 2025, in compliance with New Hampshire Expectation of Privacy Act, RSA 507- H ("NHEPA").**

20.6.1 If Contractor processes any personal data of customers of Owner that are Connecticut and/or New Hampshire residents, Contractor agrees to comply with applicable laws, including, without limitation, CTDPA and NHEPA.

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

20.6.3 Assistance by Contractor. Contractor shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA and/or NHEPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined under Connecticut and New Hampshire law (i.e. Conn. Gen. Stat. §36a-701b and RSA 359-C:19), of Contractor's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

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

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

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

**21. RESERVED.**

**22. RESERVED.**

**23. RESERVED.**

**24. RESERVED.**

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

25.1 Because Owner places such a high priority on safety, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Safety Policy, available on the Eversource.com website. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all applicable Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work, and as in effect from time to time; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

25.2 Consultant shall establish and maintain safeguards, controls, work rules, or other measures to protect Owner's property that is placed under Consultant's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Consultant shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through Owner's web-site.

25.3 While performing all Work, Consultant shall, and shall ensure that Consultant Resources strictly observe and fully comply with all federal, state, and local safety Laws, rules and regulations applicable to any location in which the Work is to be performed. Consultant shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4 Consultant shall train all Consultant Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Consultant shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6 For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Consultant for loss of or damage to such tools or equipment.

25.7 Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8 RESERVED.

25.9 RESERVED.

25.10 RESERVED.

25.11 RESERVED

25.12 RESERVED.

25.13 RESERVED.

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

26.1 Whenever Consultant provides Deliverables that will not be subject to further work by Consultant, title shall pass to Owner upon the performance and delivery of the Deliverables as set forth in the Agreement documents and Acceptance.

26.2 RESERVED.

26.3 RESERVED.

26.4 RESERVED.

26.5 Consultant shall deliver the Deliverables purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

**27. CLEANUP.**

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

**28. RESERVED.**

**29. RESERVED.**

**30. REMOVAL OF EQUIPMENT.**

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

**31. INSURANCE BY CONSULTANT.**

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

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability Insurance with limits of not less than $1,000,000.

31.2 Comprehensive or Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 If applicable, Errors and Omissions coverage for professional Services and products provided by Consultant with limit of not less than $2,000,000 per occurrence and annual aggregate, which coverage Consultant shall maintain in effect for a period of at least one (1) year following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.

31.5 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing equivalent coverage for ongoing operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's negligent operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set- off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

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

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

31.8 Consultant shall have and maintain in effect the insurances required by this Article 31 for the duration of the Contract and thereafter for any period of continuing contractual obligations, including Consultant's warranty obligations. In addition, Consultant and any Subcontractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or

non-renewal thereof, unless Consultant's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.9 Consultant shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

31.10 For any Services to be provided by any Subcontractor, Consultant shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31.

**32. INDEMNIFICATION BY CONSULTANT.**

To the fullest extent permitted by Law, Consultant shall be responsible for and shall indemnify, and shall defend and save Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs

and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from injuries or death to persons or damage to property due to the negligent acts or omissions of Consultant Resources; or Consultant's obligations under the Agreement Documents. Consultant further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Consultant's obligations under Article 31 hereof. This indemnity clause shall apply solely to the extent that such physical injury or damage to physical property is caused by Consultant.

**33. INFRINGEMENT OF PROPRIETARY RIGHTS.**

33.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Consultant has, other than solely for Owner's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

33.2 If Owner provides Consultant notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

**34. CONFIDENTIAL INFORMATION.**

34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other Party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each Party shall maintain the Confidential Information of the other Party in a secure and confidential manner. Consultant agrees to use Owner's Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only, and to not disclose to third parties (except as otherwise may be required by law or subpoena) or to publish any of Owner's Confidential Information without Owner's advance written consent. Consultant also agrees to comply with all other applicable state, federal and local laws, regulations, codes and policies regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws c93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

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

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

34.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the limited extent required to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Consultant's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Consultant prior to disclosure and, at Consultant's sole cost and expense, cooperate in any effort by Consultant to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Consultant's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

34.5 Any Information transmitted to either Party will not be deemed Confidential Information if that Information is: (a) in the receiving Party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving Party; (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality known by the receiving Party and who, insofar as the receiving Party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other Party subject to requirements of confidentiality or (e) if such Party independently discovers or develops such Information..

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

34.7 The provisions of this Article 34 shall also apply to Information that a Party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

34.8 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Consultant. Within fifteen (15) days of receipt of such notice, Consultant shall return or destroy all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods (other than for electronic documents maintained on Consultant's server, provided such Confidential Information is retained in accordance with this Article 34 until such Confidential Information is returned or destroyed) authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Consultant shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

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

34.10 **THIS SECTION IS APPLICABLE ONLY TO WORK RELATING TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Consultant obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Consultant shall keep confidential any CEII applicable to Owner and the Work, and shall observe all obligations associated therewith applicable laws and regulations. To the extent any such Work involves critical cyber assets, Consultant agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Consultant shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.10 by Consultant, or its subcontractors, at any tier. In addition, upon request by Owner,

Consultant shall execute an agreement confirming such compliance with the foregoing obligations.

**35. WARRANTY.**

35.1 Services Warranty.

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

35.1.2 RESERVED.

35.1.3 RESERVED

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

35.3 Information Warranty. Consultant warrants that other than for Information it obtained under license from third parties or that is publicly available, it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

35.4 RESERVED

35.5 Completion Warranty. Consultant warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Consultant or Consultant Resources and by no fault of Owner or as a result of a Force Majeure event, Consultant shall use its best efforts to restore the Work to schedule, including but not limited to the following measures: placing Consultant Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Consultant's resources and obligations to ensure that the Work is completed on schedule.

35.6 Additional Warranty Provisions.

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

35.6.3 Reserved.

35.6.4 Reserved.

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

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

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

35.7 Subcontractor Warranties.

35.7.1 Consultant shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Consultant. Consultant shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner,

shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

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

**36. LIMITATION OF LIABILITY.**

36.1 NEITHER PARTY OR ITS OFFICERS, DIRECTORS, PRINCIPALS, EMPLOYEES, AGENTS, ASSIGNS OR SUCCESSORS IN INTEREST SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF PROFIT, REVENUE, OPPORTUNITY COSTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, EXCEPT TO THE EXTENT SUCH DAMAGES RESULT FROM (A) A PARTY'S INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT; (B) DAMAGES ARISING FROM WILLFUL MISCONDUCT OF CONSULTANT; (C) GROSS NEGLIGENCE OF THE CONSULTANT. Except to the extent finally judicially determined to have resulted from Consultant's gross negligence, bad faith, or intentional misconduct, and other than for injuries to third persons, the cumulative liability of Consultant and any of its officers, directors, principals, employees, agents, assigns and successors in interest, to Owner for all claims related to Consultant's Services, regardless of whether sounding in contract, tort or otherwise, shall be limited to the amount paid to Consultant for the services giving rise to the claim. Any damages not subject to the foregoing cap shall be limited to Consultant's proportionate share of the damage, based on Consultant's contribution to the loss or damage relative to any other party's contribution.

36.2 RESERVED.

36.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT RESOURCES IN CONNECTION WITH THE AGREEMENT, UNLESS SUCH CLAIM RESULTS FROM OWNER'S NEGLIGENCE OR WILLFUL MISCONDUCT.

36.4 RESERVED.

**37. RIGHTS AND LIABILITIES OF PRINCIPALS.**

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

**38. RESERVED.**

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

39.1 **Dispute Prevention Process**. The parties shall attempt in good faith to prevent any conflict, disagreement or misunderstanding arising out of or relating to this Agreement (a "Potential Dispute") from becoming a Formal Dispute, as defined in 39.3 below, through timely discussions and negotiations between persons with direct responsibility for administration of this Agreement ("Agreement Administrators"), who shall be identified by each Party and communicated to the other at the outset of the Work, and be kept current through the term, of the Agreement. The Agreement Administrators shall meet at mutually acceptable times and places within thirty (30) Business Days after a Party's initial notice to the other of a Potential Dispute, unless otherwise agreed, to attempt to prevent the Potential Dispute from becoming a Formal Dispute.

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

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

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

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

39.6 **Arbitrators; Arbitrator Selection**. Unless otherwise agreed, Formal Disputes shall be decided as follows: (i) by a sole arbitrator in cases in which the stated amount of the claim or counterclaim does not exceed Three Million Dollars ($3,000,000), exclusive of interest or costs, selected in accordance with Rule 5.3 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases; and (ii) by three arbitrators in cases in which the stated amount of the claim or counterclaim exceeds Three Million Dollars ($3,000,000), exclusive of interest or costs, selected in accordance with Rule 5.4 of CPR's Administered or Non-Administered Arbitration Rules or Rule 3 of CPR's Fast Track Administered or Non-Administered Arbitration Rules in Fast Track cases. Unless otherwise agreed, any arbitrator not appointed by a party shall be a member of the CPR Panel of Distinguished Neutrals ("CPR Panel").

39.7 **Venue, Jurisdiction**. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Unless otherwise mutually agreed to by the parties, the Place of Arbitration shall be, at Owner's option: Hartford, Connecticut; Manchester, New Hampshire; or Boston, Massachusetts. The parties hereby consent to the exclusive jurisdiction of the state or federal courts of the Place of Arbitration for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

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

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

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

**40. ADVERTISING.**

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

**41. BINDING EFFECT; ASSIGNMENT.**

The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Consultant is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Consultant, upon discovering that Consultant has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

**42. WAIVERS.**

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

**43. APPLICABLE LAW.**

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

**44. NOTICES; DEMANDS.**

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

**45. RIGHT TO AUDIT.**

Owner shall have the right to inspect and audit all of Consultant's and any Subcontractor's invoicing books and records relating to the Agreement. Consultant shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

**46. DOCUMENT RETENTION.**

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

**47. SUPPLIER ENGAGEMENT PROGRAM AND SUBCONTRACTING PLAN.**

47.1 Owner fully supports the government's policies of ensuring that all suppliers and subcontractors to government contractors, including, without limitation, Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) are not discriminated against and have equal opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2 For all Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor may be requested and shall submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of subcontractors and suppliers during the term of the Agreement for such Work.

47.3 The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 46 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

47.4 In addition to the foregoing, Owner has a **Supplier Engagement Program** to facilitate the equal opportunity and engagement of qualified suppliers for Work performed for Owner including, without limitation or discrimination, SDVOSB, VOSB, as well as other suppliers.

47.5 Contractor may be requested to submit subcontractor data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan and commitments in performing the Work. All requested information should be submitted electronically as set forth on the Eversource.com website or as directed by Owner's Supplier Engagement Program Manager. For any questions, please contact:

**Eversource Energy Supplier Engagement Program Manager:**
**supplierengagementprogram@eversource.com**

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

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

**50. RESERVED.**

51. **PERFORMANCE ASSURANCE**.
51.1 Owner may require prior to the signing of the Agreement or during the performance of the Work, that Consultant provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable

Work. In Owner's sole and exclusive discretion, Consultant shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance at the time of Agreement execution, but shall not include any cost of performance assurance due to Consultant non-compliance.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

**52. NO GIFTS OR INDUCEMENTS.**

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

**53. MOONLIGHTING RESTRICTION.**

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

**54. CONFLICTS OF INTEREST**

Consultant shall disclose to Owner any actual conflict of interest between the Consultant and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Consultant who has business or non-business relationships with Owner employees who can make decisions impacting Consultant's business; 2) Owner employees or their family members who have an ownership interest in Consultant's business; or (3) Consultant employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Consultant who performs Work. For the avoidance of doubt, it shall not constitute a conflict of interest for Consultant to provide similar services for a broad range of other clients, or to perform services for other clients outside the specific matter or proceeding for which Consultant is engaged by Owner, even if the interests of such other clients are adverse to Owner.

**55. RESERVED.**

**56. RESERVED.**

**57. INTERPRETATION AND CAPTIONS.**

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

**58. SURVIVAL.**

All agreements, representations, warranties and covenants made by a Party to the Agreement and in the certificates or other documents delivered by a Party pursuant to the Agreement shall be considered to have been relied upon by the other Party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, without limitation, all of Consultant's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

**59. COMPLETE AGREEMENT.**

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

Exhibit B: RESERVED

Exhibit C: Pricing Schedule

NSTAR:

| | | Task 1 | | Task 2 | | Task 3 | | Task 4 | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Self-Performed Work: | | Preparation of Direct Testimony[1] | | Responding to Discovery Requests[2] | | Preparation of Responsive Testimony[3] | | Recommendations and Ongoing Support[4] | | |
| Item Description (Role, Material, etc.) | Hourly Billing Rate | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Total Cost |
| Ann Bulkley (Principal) | [redacted] | | | | | | | | | $44,225.00 |
| Chris Wall (Principal) | | | | | | | | | | $56,025.00 |
| Myron Inglis (Associate) | | | | | | | | | | $26,400.00 |
| Lucy Du (Research Analyst) | | | | | | | | | | $10,000.00 |
| | | | | | | | | | | |
| Subtotal self-performed work: | | | $45,150 | | $15,600 | | $64,500 | | $11,400 | |

TOTAL: $136,650

CL&P:

| Self-Performed Work: | | Preparation of Direct Testimony[1] | | Responding to Discovery Requests[2] | | Preparation of Responsive Testimony[3] | | Defense of Recommendations and Ongoing Support[4] | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Item Description (Role, Material, etc.) | Hourly Billing Rate | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Total Cost |
| Ann Bulkley (Principal) | [redacted] | | | | | | | | | $47,850.00 |
| Chris Wall (Principal) | | | | | | | | | | $59,400.00 |
| Myron Inglis (Associate) | | | | | | | | | | $29,400.00 |
| Lucy Du (Research Analyst) | | | | | | | | | | $12,000.00 |
| | | | | | | | | | | |
| Subtotal self-performed work: | | | $45,150 | | $15,600 | | $76,500 | | $11,400 | |

TOTAL: $148,650

Notes:
1- The budget estimate for Direct Testimony assumes that the Company files its rate case prior to July 2026 as currently anticipated; however, should the rate case be delayed causing the need to update the Direct Testimony, the estimated cost could be greater.

2- This estimate assumes the discovery process would entail the provision of workpapers, cited sources, and a reasonable level of general inquiry.

3- Estimated cost assumes the need to respond to two intervenor witnesses. To the extent that there are additional witnesses, and the extent of such testimony that requires a response, the estimated cost could be greater.

4- The time budgeted is for the witness's preparation and participation in the hearing and support following hearing, which is assumed to include the review of briefing material prepared by counsel. Excludes travel expenses.

Exhibit D: Scope of Work

# Detailed Project Execution Plan

## Task 1. Preparation of Direct Testimony

The preparation of Direct Testimony necessarily includes the development of the traditional cost of equity estimation methodologies including several analytical approaches to establish a range of returns: the Discounted Cash Flow Model, Capital Asset Pricing Model and other Risk Premium approaches. The analyses will be prepared with consideration of prior Massachusetts Department of Public Utilities ("Department") precedent and, as applicable, addressing certain concerns and methodological issues that have been raised by the Department and/or stakeholders in prior cases.

The testimony will also consider the effect of current capital market conditions on the analysis and recommendations. It is of particular importance to consider the effect of current and projected market conditions on underlying assumptions used in the models to assess the reasonableness of the results produced by the traditional cost of equity estimation methodologies. Therefore, the Direct Testimony will review these conditions and present necessary findings and conclusions.

Further, the analysis of the cost of equity relies on market data for a proxy group of companies. Therefore, it is necessary that the testimony review the relative risk factors of the proxy companies and the subject company to establish the ROE recommendation. It is important to consider factors that affect the risk of both the Company and the proxy group companies including but not limited to company size, regulatory adjustment mechanisms, and capitalization to assess the relative risk of the Company as compared to the proxy group.

In addition to providing analysis and a recommendation on the return on equity, Brattle will also provide an analysis of the capital structures of the proxy group companies to support the recommended capital structure in this proceeding. Brattle maintains databases that provide for the ability to develop this analysis efficiently. In addition, we have addressed many issues that arise with respect to capital structure throughout a rate proceeding and will be prepared to address issues raised by intervening parties.

The cost of capital analysis will be summarized in Direct Testimony with audited supporting exhibits and workpapers. Our cost of capital team has developed testimony for utilities regarding these matters for decades, which provides a high level of expertise that carries through the entire rate case process. The Direct Testimony will be prepared pursuant to the Company's schedule for purposes of preparing the rate case filing.

## Task 2. Responding to Discovery Requests

The discovery process can have short deadlines. Additionally, we have observed an increase in the scope of discovery processes in many recent rate proceedings. In order to address these concerns, our team prepares workpapers for Direct Testimony prior to the filing of the direct case, which allows for the ability to respond to requests efficiently and within the review schedules established by the rate case leadership team.

Brattle is committed to providing all necessary responses to the discovery requests within the procedural schedule to be defined in the Proceeding.

## Task 3. Preparation of Responsive Testimony

Our approach to responsive testimony capitalizes on efficiencies derived through our significant experience in utility rate proceedings, while developing custom testimony that addresses the issues in each individual rate proceeding. Brattle has assisted utilities with cost of capital matters in hundreds of cases over several decades in both the United States and Canada. This experience provides a strong base of understanding of the strategy of intervenor witnesses in order for us to facilitate an efficient response. However, that is just the starting point in our rebuttal efforts. While our team has seen many of the witnesses in each of these cases, we review the positions offered by witnesses in each individual case and provide a unique response. Our response considers the prior dialogue with an individual witness and advances the justification for our work and critique of intervenor positions using financial theory, market dynamics, as well as analytical effort that is unique to each case. Through our approach, the Company receives the benefit of the efficiency gained through decades of experience as well as a custom response that addresses the specific issues that are critical in the Company's current rate proceeding. Further, our responsive testimony summarizes the critical difference between the parties in a clear and concise approach to provide for ease of understanding for stakeholders. Again, Brattle is committed to providing its responsive testimony within the procedural schedule to be defined in the Proceeding.

## Task 4. Defense of Recommendations and Ongoing Support

The Brattle Group's experts have extensive testifying expertise, having testified in hundreds of cases and having provided hearing support to counsel over decades. Our experts are well versed in all financial theory to support the analytical work prepared and the recommendations offered. In addition, our experts recognize that the hearing provides an excellent forum to facilitate the understanding of decision makers in a very practical manner. Therefore, our goal is to ensure that the record offered includes clear explanations and a full understanding of the interaction between the market and the modeling efforts.

Further, The Brattle Group's cost of capital team has great depth and the ability to provide ongoing support to counsel, including the preparation of cross examination questions as well as support on briefing. Our team can be relied on as an extension of the rate case negotiating and litigation teams.

Exhibit E: RESERVED

Exhibit F: RESERVED

Exhibit G: G-1 Mutual Non-Disclosure

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

2. The Receiving Party agrees, except as required by law, to: (a) protect the confidentiality of the other party's Confidential Information in whatever form maintained, including any notes, summaries, reports, analyses, or other material derived by the Receiving Party, its Affiliates, or its or their Authorized Parties (defined below), in whole or in part, from the Confidential Information (collectively, "**Notes**"); (b) use the Confidential Information and Notes only for the purposes of evaluating possible Transactions and the terms thereof; (c) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information and Notes, except to its Affiliates, and its or their officers, directors, employees, agents, advisors, representatives, service providers, consultants and/or subcontractors (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist the Receiving Party in evaluating Transactions; and (d) not disclose to persons (other than those described in clause (c) above) that the Confidential Information has been made available, that the Receiving Party is considering Transactions or that the parties have had or are having discussions or negotiations with respect thereto. The Receiving Party further agrees that prior to disclosing any Confidential Information to its Affiliates, or its or their Authorized Parties, as allowed hereunder, the Receiving Party shall advise such Affiliates and/or Authorized Parties of the confidential nature of the Confidential Information, and either: (x) direct them to abide by the terms of this Agreement; or (y) ensure they are under written agreement with the Receiving Party that establishes confidentiality and use restrictions regarding such Confidential Information that are no less restrictive than those set forth herein. The Receiving Party agrees to be responsible for any breach of this Agreement by it, its Affiliates, or its or their Authorized Parties. Each party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement. Accordingly, in the event of any such breach, it shall be entitled to seek equitable relief, including injunctive relief, specific performance, or both (although neither party shall be entitled to any special, consequential, indirect, punitive, or exemplary damages as a result of a breach of this Agreement, whether a claim is asserted in contract, tort, or otherwise). Nothing herein is intended to limit or abridge the protection of trade secrets under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain. Disclosing Party shall limit its disclosure to Receiving Party to Confidential Information, including personal data, directly related to and strictly necessary to evaluate the Transaction. The Disclosing Party shall not disclose, and the Receiving Party shall not be obligated to receive or be bound by the terms of this Agreement with respect to, any Confidential Information that is not reasonably required to accomplish the Transaction. All other information disclosed to the Receiving Party shall be considered non-confidential, unless the information disclosed contains any confidentiality markings.

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

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

5. Each party shall retain ownership of all Confidential Information and intellectual property it had prior to commencement of the discussions and evaluation referred to in this Agreement. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.

6. If either party or any of their respective Affiliates or Authorized Parties is requested or required, by interrogatories, subpoena, or similar legal process, to disclose any Confidential Information or Notes, such party agrees to provide the Disclosing Party with prompt written notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order, at its expense, waive compliance by the Receiving Party with the provisions of this Agreement, or both. If, absent the entry of a protective order or receipt of a waiver, the Receiving Party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information or Notes, the Receiving Party may disclose such Confidential Information or Notes to the persons

and to the extent required without liability under this Agreement and will use its best efforts to obtain confidential treatment for any Confidential Information or Notes so disclosed.

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

8. Company and Eversource each agree to take such measures as may be necessary to ensure that the disclosure of Confidential Information complies with any export control laws which may govern such disclosure, provided, however, that Eversource shall not disclose or provide Company with access to Confidential Information that implicates export control laws absent Company's prior written consent.

9. This Agreement shall be effective when duly signed by both parties and shall continue for a period of one (1) year from such date and thereafter will not be automatically renewed. This Agreement can be terminated by either party in writing upon thirty (30) days' written notice. Any and all obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for a period of five (5) years unless otherwise agreed between the parties in writing provided however that for Confidential Information containing personal data or critical infrastructure information, Company's obligations of confidentiality shall nonetheless survive any such termination and/or expiration of this Agreement for so long as such information is under the control of Company.

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

This Agreement shall commence on the date last signed below.

**Eversource En**[redacted]

Signature: ___
Print or Type N
Title: Senior Sourcing Agent
Date: 01/20/2026

**Company: The Brattle Group, Inc.**

Signature: Ann E. Bulkley
Print or Type Name: Ann E. Bulkley
Title: Principal
Date: 01/20/2026

**EVERSOURCE CORPORATE INFORMATION SECURITY (CIS)
REQUIREMENTS FOR
CONFIDENTIAL INFORMATION AND
CRITICAL SYSTEMS EQUIPMENT AND SERVICES**

1. **Overview:**
   a. The following security requirements and terms and conditions ("CIS Requirements") of Corporate Information Security (CIS) apply to any contractor, supplier, or vendor ("Contractor") that provides products, equipment or services or electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to confidential information belonging to Eversource Energy and subsidiaries and their affiliates (collectively "Eversource" or "Company") for those critical company applications or systems designated as such by Eversource ("Critical Systems"), including, without limitation, those Critical Systems that involve the following information:

      i. Critical Infrastructure Information ("CII"), which includes without limitation, information related to Eversource's Bulk Electric Systems Cyber Systems ("BCS"), Critical Energy Infrastructure Information ("CEII"), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection ("CIP"), as defined by the North American Energy Reliability Corporation;
      ii. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;
      iii. Protected Health Information ("PHI") shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or
      iv. Any information deemed by Eversource to be confidential and proprietary such as confidential or proprietary business or technical information including, but not limited to, technical, financial, commercial, marketing, customer or other business information that the Company desires to protect against unrestricted disclosure or competitive use.

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

2. **Confidential Information and Critical Systems Equipment and Services Security Policy and Programs**

   a. Contractor Cybersecurity Policy and Program: Contractor will provide to Company a summary of the Contractor's cybersecurity policy and program, which shall be consistent with NIST Special Publication 800-53 (Rev. 4) as may be amended. Such policy shall include security and privacy controls for client organizations such as Eversource, including information systems and organizations and a process for selecting controls to protect organizational operations (including mission, functions, image, and reputation), organizational assets, individuals from a diverse set of threats including cyber-attacks, system failures, and human errors. Contractor will implement and comply with that cybersecurity policy. Any changes to Contractor's cybersecurity policy as applied to products and services provided to Company under this Agreement and Company Information that are inconsistent with the security requirements of NIST Special Publication 800-53 (Rev. 4) as may be amended shall be subject to review and approval by Company prior to implementation by Contractor.

b. In keeping with the Cybersecurity Policy and Program, Contractor shall have in place the following security programs (collectively "Security Programs"):
   i. Confidential Information Security Program ensuring the confidentiality, integrity and availability of the Confidential Information within Contractor's control consistent with industry standards as stipulated in NIST CSF 2.0 or Special Publication 800-53.
   ii. Critical Systems Equipment and Services Program for any products, equipment or services that Contractor supplies to Eversource for its Critical Systems that shall include measures to ensure the security, integrity and availability of such systems and meet all applicable legal and regulatory requirements for protecting Eversource Critical Systems.

c. Documentation: Contractor shall maintain Security Program documentation that, at a minimum, satisfy the following requirements:
   i. For Confidential Information, measures to ensure the confidentiality, integrity and availability of the Confidential Information accessed or stored by Contractor that comply with all applicable legal and regulatory requirements for protecting the Eversource's Confidential Information accessed or stored by Contractor;
   ii. For Critical Systems products, equipment or services that Contractor supplies to Eversource, a comprehensive summary of security requirements and policies that meet all applicable legal and regulatory requirements for protecting Eversource Critical Systems that ensures the security, integrity and availability of such systems;
   iii. Contractors' Security Programs must include, without limitation, the following requirements and procedures:
      1. A risk assessment process factoring in business impact and the probability of occurrence to define appropriate level of protection for products, equipment and services supplied to Eversource for its Critical Systems and Eversource Confidential Information;
      2. Have user controls that, uniquely identify users, set forth user responsibilities, log user access, and restrict user access to appropriate necessary levels;
      3. If applicable, change control processes and security to ensure that only authorized hardware and software is installed on Critical Systems or provided to Eversource for its Critical Systems for installation;
      4. Security and malware services in place such as anti-virus, anti-spyware, firewalls, patch update processes, intrusion detection, third party vulnerability assessments, and vulnerability scanning of Critical System, as applicable, that are current and up to date with the latest versions and technology (e.g., latest versions, patches, new virus definitions) that are periodically tested to ensure effective on-going operation;
      5. Wireless Technology Controls (e.g., encryption, device identification, vulnerability assessment) in place to ensure only authorized use and data privacy;
      6. Encryption of all devices used by Contractor to access or store CEII, CIP Information, PHI or PII.
      7. Encryption of all records and files containing PII, PHI, CEII or CIP information that will travel across public networks or will be transmitted wirelessly.
      8. Business continuity plans to address common events including heavy absenteeism for an extended duration (i.e., a pandemic) and disaster recovery plans that Contractor periodically tests to ensure their effectiveness.
      9. Prohibit activities that jeopardize security such as sharing user passwords, running hacking tools, performing unauthorized system changes;
      10. Track and report suspected unauthorized activity to facilitate investigations;
      11. Monitoring 7x24 for Critical Systems attempted unauthorized activity (i.e., the Internet gateway, dial-in, or a high-risk application);

12. Service and Organization Controls ("SOC") 2 Report, a copy of which may be provided to Company upon Company's request subject to execution of a non-disclosure agreement covering the same.
13. Incident handling procedures in place to ensure timely and appropriate response in compliance with all applicable laws;
14. Identify associated consequences for noncompliance;

d. Communications: Contractor shall have communicated Security Program requirements to all persons with access to Confidential Information and Critical Systems products, equipment or services with acknowledgements retained on file.

3. **Additional Contract Provisions**: The following provisions are hereby added to the General Terms and Conditions or agreement to which these CIS Requirements are attached:

a. Contractor shall comply with "best industry practices" applicable to Contractor's industry relating to electronic information security for the Information within Contractor's;

b. Contractor shall comply with all federal and state laws and regulations applicable to the type of Confidential Information that Contractor electronically transmits, receives, hosts, stores, maintains, processes, or otherwise has access to in performance of the Work. In the event that several laws or regulations apply to any of the Confidential Information being managed by Contractor, the more stringent law and requirement shall apply to all such Confidential Information (e.g. if a Contractor manages PII information applicable to any Eversource customer or employee, the more stringent standards of any applicable state or federal laws regarding such PII information shall apply to all customer or employee information being managed by Contractor);

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

d. Return or Destruction of Confidential Information or Devices containing Confidential Information: Upon completion of the delivery of the Deliverables to be provided under this Agreement, or at any time upon Company's request, if applicable, Contractor will return to Company all Confidential Information or hardware and removable media provided by Company containing Confidential Information. Confidential Information in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. If the hardware or removable media containing Confidential Information is owned by Contractor or a third-party, a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Company's request. Contractor's destruction or erasure of Confidential Information pursuant to this Section shall be in accordance with NIST 800-00 media sanitization practices.

e. Insurance: Contractor warrants that it will maintain insurance coverage sufficient to satisfy the obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in agreements with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

i. For Critical Systems equipment and services provided by Contractor, Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including, Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Agreement or Acceptance of all Work under the Agreement, whichever is later, unless the Work is to be performed solely in Connecticut, in which case the required coverage should be in force for two (2) years from such date.

ii. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars ($2,000,000) per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products, equipment and services under this Agreement. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.

iii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date.

iv. Contractor shall ensure that (i) the insurance policies listed above contain a waiver of subrogation against Eversource and its affiliates, (ii) the Commercial General Liability policy names Eversource and its affiliates as additional insureds, and (iii) all policies contain a provision requiring at least thirty (30) days' prior written notice to Eversource by Contractor of any cancellation, modification or non-renewal. Upon request, Contractor will furnish to Eversource certificates of insurance as Eversource may reasonably request. All insurance must be issued by one or more insurance carriers Best rated A- or better. Contractor's insurance will be deemed primary with respect to all obligations assumed by Contractor under the Agreement.

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

4. **Security Incident Notification (CIP-013-R1.2.1)**:

a. Eversource's Corporate Information Security (CIS) assists in responding to and investigating Security Incidents such as misuse or abuse of Eversource technology and Critical Systems and unauthorized disclosure, access or use of Confidential Information. In the event of a Security Incident, Contractor must promptly notify Eversource within seventy-two (72) hours upon discovery of any actual unauthorized access, use, disclosure, or destruction of Confidential Information (collectively, a "Security Incident") .

b. **Contractor should PROMPTLY NOTIFY**, but no later than seventy-two (72) hours after Contractor discovers a Security Incident, regardless of the day or time the Corporate Information Security at [redacted]; to the extent practicable, Contractor will email [redacted] and Eversource's Chief Compliance Officer, [redacted] with reasonable details of the Security Incident. Please ensure you reach an employee, because it is **CRITICAL** that Eversource begins response procedures immediately.

c. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and reasonable information regarding the general nature of the Security Incident, including, to the extent known to Brattle, a description of the Confidential Information known to have been Disclosed.

d. Contractor shall provide written updates of the notice to Eversource addressing any new facts and circumstances learned regarding the Confidential Information affected by the Security Incident after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. To the extent practicable, Contractor shall cooperate with Eversource to determine the risk to the Critical Systems posed by the Security Incident.

e. Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or Critical Systems caused by an incident.

f.

g. When CIS is notified, it will advise in containing and limiting the exposure, in obtaining the appropriate approvals, and in handling notification to the affected individuals and agencies. The incident still is the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide guidance to the Contractor to appropriately and timely resolve any incident.

h. If the Security Incident is related to malware contained in Contractor's Critical Systems Equipment and Services, provide additional support as described in Section 8.f. below.

**5. Security Incident Response Plan (CIP-013-R1.2.2)**

a. Security Incident Response Plan: Contractor shall have in place a written Response Plan with requirements and procedures to respond to and address Security Incidents ("Response Plan"), including measures to mitigate impacts of Security Incidents and procedures and actions to be taken to assess Security Incident and mitigate the risk of occurrence of such Security Incidents in the future, as described below. The Response Plan and its implementation shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4, CP-1 through CP-13 and the incident response requirements of NIST Special Publication 800-53 Rev. 4, IR-1 through IR-10 as those standards may be amended.

b. Prevention and Mitigation of Recurrence: Promptly after the occurrence of a Security Incident, Contractor shall develop and execute a plan to mitigate the risk of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, as may be amended. .

c. Notification to Affected Parties: Contractor will provide reasonable information and assistance to Eversource with respect to a Security Incident, disclosures to affected parties, and other remedial measures required under any applicable laws related to a Security Incident. In the event a Security Incident results in Eversource Information being Disclosed such that notification is required to be made to any person or entity, including without limitation any customer, shareholder, or current or former employee of Eversource under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by Eversource, except as required by applicable law or approved by Eversource in writing.

**6. Critical Systems Vulnerability Management (CIP-013-R1.2.4)**

a. Vulnerability Management/ Mitigation Program. Prior to the delivery of any products, equipment or services, for Critical Systems, Contractor shall provide Eversource with a summary of Contractor's vulnerability management/mitigation programs, including information regarding (to the extent applicable): (i) the resources and technical capabilities to sustain this program and process such as Contractor's method or recommendation for how the integrity of a patch is validated by Eversource; and (ii) Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.

**7. Personnel Management for Critical Systems Services**

a. Personnel Risk Assessment: In compliance with NERC CIP-004 Requirements, for any Contractor personnel providing services related to Eversource Critical Systems, Contractor shall comply with the following:

i. **Security Awareness Program**: Contractor shall ensure that each Authorized Personnel enroll in and successfully complete, the Company's CIP Training Program, in accordance with the written requirements provided by the Company to Contractor. Contractor shall be responsible to ensure that Authorized Personnel reperform the CIP Training annually for the duration of any period in excess of a year that such Authorized Personnel perform Work.

ii. **Security Awareness Reinforcement**: Contractor shall provide all Authorized Personnel security awareness reinforcement on at least a quarterly basis using direct communications, indirect communications; and management support and reinforcement. Company may provide Contractor with communications, in which case Contractor shall circulate such communications to its Authorized Personnel.

iii. **Personnel Risk Assessment (PRA)**: To the extent that Authorized Personnel will be performing the Services on Eversource's physical premises, in addition to any other background check requirements under other agreements between Contractor and Company, Contractor shall perform a Personnel Risk Assessment ("PRA") for Contractor employees that require either B (Unescorted Access) or C (Escort Others) Access level that provides the following:
1. identity verification (e.g., Social Security Number verification for U.S. citizens required and e-Verify);
2. seven year criminal background check with standards that meet or exceed the Company requirements, pursuant to the attached Schedule A, which may be amended from time to time by the Company in its discretion; and
3. For Authorized Personnel, Contractor shall perform a background search of the Office of Foreign Asset Control's (OFAC) Specially Designated Nationals (SDN) list and confirm that no Authorized Personnel are identified on that list.

b. Notification and Revocation **(CIP-013- R.1.2.3)**: Contractor will immediately notify Eversource in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's access to any Eversource Confidential Information, Critical Systems, networks, or property when:

i. any Contractor Personnel no longer require such access to furnish the services, equipment or products provided by Contractor under this Agreement;
ii. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended;

iii. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any Eversource property, including to employees, customers, buildings, assets, systems, networks, or Confidential Information;
iv. if applicable, there are any material adverse changes to any Contractor Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;
v. any Contractor Personnel fails to maintain conduct in accordance with the applicable qualification criteria; any Contractor Personnel loses his or her U.S. work authorization;
vi. Contractor's provision of products, equipment and services to Eversource under this Agreement is either completed or terminated, so that Eversource can discontinue electronic and/or physical access for such Contractor Personnel.

**8. Remote Access (CIP-013- R.1.2.6)**

a. In compliance with NERC CIP-013 Requirements, for any Critical Systems Services provided to Eversource, to the extent applicable, Contractor shall comply with all Eversource requirements for the use of remote access technologies and the management of Contractor personnel with remote access to Eversource Critical Systems.

b. To the extent applicable, Contractor shall comply with Eversource's requirements and shall coordinate with Eversource on all remote access to Eversource's Critical Systems and networks and controls for system-to-system and individual remote access sessions requested by Eversource;

c. Controls for Remote Access: Contractors that directly, or through any of their affiliates, subcontractors or service providers, connect to Eversource's Critical Systems agree to the additional following protective measures:

i. Contractor will not access, and will not permit any other person or entity to access, Eversource's Critical Systems without Eversource's authorization and any such actual or attempted access will be consistent with any such authorization and comply with these Requirements;
ii. Contractor shall implement processes designed to protect credentials as they travel throughout the network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.
iii. Contractor shall ensure Contractor personnel do not use any virtual private network or other device to simultaneously connect machines on any Eversource system or network to any machines on any Contractor or third-party systems, and such Contractor personnel must:
    1. Use only a remote access method in accordance with Eversource's remote access control policies,
    2. Provide Eversource with the full name of each individual who uses any such remote access method and the phone number and email address at which the individual may be reached while using the remote access method, and
iv. Contractor Personnel accessing Eversource networks must be uniquely identified; and
v. Accounts are not shared between Contractor Personnel.

d. Security: Contractor shall adhere to Eversource Remote Access security requirements:
i. Use only individual user accounts to limit access and permissions;
ii. No shared access shall be permitted;
iii. Multifactor Authentication will be required; and
iv. Contractor IT assets (hardware, software and firmware) connecting to the Eversource network shall have current updates to remediate security vulnerabilities or weaknesses.

e. Notification and Revocation **(CIP-013- R.1.2.3)**: Contractor will promptly notify Eversource in writing (no later than close of business three (3) business days after termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's access to any Eversource Confidential Information, Critical Systems, networks, or property when:

vii. any Contractor Personnel no longer require such access to furnish the services, equipment or products provided by Contractor under this Agreement;
viii. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended;
ix. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any Eversource property, including to employees, customers, buildings, assets, systems, networks, or Confidential Information;
x. if applicable, there are any material adverse changes to any Contractor Personnel's background history, including, without limitation, any information not previously known or reported in his or her background report or record;
xi. any Contractor Personnel fails to maintain conduct in accordance with the applicable qualification criteria; any Contractor Personnel loses his or her U.S. work authorization;
xii. Contractor's provision of products, equipment and services to Eversource under this Agreement is either completed or terminated, so that Eversource can discontinue electronic and/or physical access for such Contractor Personnel.

f. Access Revocation and Removal Actions: Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel electronic and physical access to Eversource Information as well as Eversource property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to Eversource any Company-issued property including, but not limited to, Eversource photo ID badge, keys, parking pass, documents, or laptop in the possession of such Contractor Personnel.