COVER AGREEMENT

This Cover Agreement ("Cover Agreement"), dated January 27, 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 CRA International Inc. ("Contractor") for the 2026 CL&P ACOS and MCS Assessment. (Contract Number: CW2337432)

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. 22 [as amended on 11/03/2023]
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-3: 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, 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 and billed on a Time and Material (T&M) basis pursuant to this Agreement and in accordance with Exhibit C. Except as otherwise expressly provided in Exhibit C, the hourly billing rates indicated for each team member will be fixed until December 31, 2026. In accordance with Exhibit C, compensation for the work that CRA performs through the filing of direct testimony and studies shall be subject to a not-to-exceed dollar amount. By contrast, Compensation for any post-filing activities related to supporting the filed direct testimonies will be made on a T&M basis and not subject to a cap, as indicated in the RFP. The sum of not-to-exceed prefiling work compensation plus the estimated post-filing compensation under this engagement is indicated in Exhibit C. Exhibit C also includes an estimate of out-of-pocket expenses required in performing the work, however the Company will reimburse CRA for all documented and actual expenses reasonably incurred in the performance of this engagement.

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.

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:

CRA International Inc., Contractor	**Eversource Energy Service Company**
By CRUSSO	**By** [redacted]
Printed Christopher Russo	**Printed**
Title Vice President	**Title** Senior Sourcing Agent
Date 02/02/2026	**Date** 02/02/2026

Exhibit A: General Terms and Conditions, Consulting, REV. 22 [as amended on 11/03/2023]

SEE ATTACHED DOCUMENT

Exhibit B: RESERVED

Exhibit C: Pricing Schedule

PROPOSED WORK ELEMENTS	Total Time & Material Cost Proposal	Lump Sum Cost Proposal	Total Proposed Costs
Projected Planning and Administration	[redacted]		
Research / Data Development			
Allocated Cost-of-Service Study			
Marginal Cost Study			
Rate Design			
Prepare Direct, Prefiled Testimony			
Total Lump-Sum Cost (*Pre-Filing*)			
Support Direct Prefiled Testimony			
Assist in the Interrogation of Testimony			
Attend Hearings for Cross Examination			
Respond to In-Hearing Record Requests			
Assist in Drafting of Legal Brief			
Total *Estimated* Fees for Regulatory Support (*Post-Filing*)			
Sub-Total Professional Fee Estimates			
Other Direct Costs (out-of-pocket travel expenses):			
Grand Total			$ 222,670.00

Hourly Billing Rates by Team Member / Job Title

Team Member	Title	Billing Rates ($/hour)
Amparo Nieto	Principal	[redacted]
Chris Galantino	Senior Associate	
Various	Consulting Associate	
Various	Associate	

Exhibit D: Statement of Work

WORKPLAN AND TECHNICAL APPROACH

5.1. Workplan Organization

The RFP states that the pre-filing work will involve two cost of service studies and rate design support. We have structured the work for the pre-file phase in three major tasks, as follows:

- **Task 1** will involve the development of the Marginal Cost Study (MCS)
- **Task 2** will involve the development of an Allocated Cost of Service Study (ACOS).
- **Task 3** will involve collaborating with the Company and providing guidance on the use of the results of the studies in developing class allocation and rate design proposals.

The second phase of the assignment will involve the post-filing regulatory support.

5.2. Kick-off meeting

The development both studies will start with a kick off meeting between CRA and the Company's team, where we will discuss the following:

1) A plan and agree on the ***preferred timeline*** for deliverables, including milestones and estimated completion dates.
2) *Discuss* ***Proposed MCOS and ACOS methodology*** to complete the work under studies and data requests. We will review approach of the prior Rate Case ACOS study, and to agree on any necessary revisions or refinements to methods that may be suitable to best meet the Authority's requirements.
3) Discuss the **data available** to conduct both studies and determine any data limitations.
4) Determining frequency of meetings between the Company and CRA team.
5) Based on feedback from these meetings, we will refine and finalize CRA's methodology for preparing both studies, and the best application for rate design to conform to best practice, Company and PURA's rate design goals.

We will prepare direct testimonies on the MCOS studies and exhibits in preparation for the filing. Post-filing, CRA will provide expert witness support, including discovery responses/interrogatories from parties, participation in technical conferences, respond to interrogatories, prepare rebuttal testimony as needed, and any other related support.

5.3. Workplan Sub-Tasks

Tables 2-3 provide the list of the main sub-tasks involved in each of the studies. We will schedule conference calls for interviews/discussions with the Company as needed for clarification during the data collection process.

Table 2. Project Task 1 – MCS

Subtask	Description
1.1 Kick of meeting	③ Prepare initial data requests ③ Provide an overview of the MCS with technical foundation as well as use for rate design.
1.2 – Collect and Analyze Data	③ Collect and review data received, prepare follow-up questions.
1.3 – Conduct MCS	③ Prepare model tailored for the Company. ③ Conduct analysis of capacity-related distribution costs ③ Conduct an analysis of gas distribution facilities costs. ③ Estimate marginal customer costs.
1.5 – Draft MCS Model	③ Draft MCS Model with summary of results ③ Meeting to present draft results to the Company.
1.6 – Final MCS Summary Report and Model	③ Finalize MCS Report and MCS Model incorporating any feedback received by the company and any data refinement. ③ Conduct final checks and prepare back-up documentation. ③ Meeting via Teams to discuss results with the Company.
1.7 –Preparation of results for use on rate design	③ Using the unit distribution costs, discuss and recommend specific application of the MCS to distribution rate designs. ③ Use the results of the MCOS study as a starting point to propose changes in existing rate designs (e.g., guiding increases to monthly service charges, or the fixed cost component of a service classification's rate, time of use or seasonal price differentials). ③ Compute class revenues that would result if rates were set at marginal costs and to ensure that each customer class recovers no less than incremental costs.
1.8– Pre-filed Direct Testi-mony	③ Explaining and defending the methods used and findings. ③ Explain the Company's position regarding the study results. ③ Provide high-level recommendations on use of MCS for rate design decisions and how MCS results may be considered when deciding class revenue targets.

Table 3. Project Task 2 – ACOSS

Subtask	Description
2.1 – Kick off Meeting and Collection of Data for the Study	③ Prepare an overview for the Company of the ACOSS with theoretical foundation ③ Prepare initial data requests for the ACOSS collect and review data received, prepare follow-up questions and review data available.
2.2 – Classification and Functionalization of Costs	③ Build an ACS model tailored for the Company. ③ Classification of plant and operating expenses between demand and customer-related

Subtask	Description
	③ Review inputs and output of the Company's Minimum System Study and provide recommend enhancements as needed.
2.3 – Cost Allocation to Customer Classes and to Seasons and Time of Use as applicable	③ Identify cost drivers and develop allocation factors for each cost component, plant and expenses, appropriately. ③ Identify the potential allocation of costs on a time varying basis ③ Determine class revenue target by class. ③ Identify current earned return by customer class.
2.4. Class revenue target results	③ Identify required rate increases that would equalize return on rate base by class. ③ Calculation of Excess or Deficiency by Rate Class in existing rates relative to the revenue requirements calculated in ACOS
2.3– Draft ACOSS Model	③ Provide draft ACOSS model. ③ Conference call to discuss class allocated cost results with the Company. ③ Review results and data for accuracy; evaluate class allocations and classified components against past results.
2.4 – Final ACOSS Model	③ Finalize ACOSS Model incorporating any feedback received by the company and any data refinement. ③ Conduct final checks and prepare back-up documentation.
2.5 – Pre-filed direct testimony	③ Explain and defend the methods used and findings. ③ Explain the Company's position regarding the results. ③ Provide recommendations on the use of ACOSS results for class revenue requirement allocation decisions and comparison with MCS by class. ③ Discuss how methods and recommendations comport with Commission precedent.

Table 3. Project Task 3 – Rate Design

Subtask	Description
3.1 – Guidance on Final Revenue Target by Class	③ Support the Company in setting final class revenue requirements for Rate Year 1 based on the results of the ACOS study including PURA requirements.
3.2 – Review Existing Rates and Analyze Pros and Cons of Different Rate Design Alternatives	③ Meeting with the Company to discuss need for improvement to move towards cost-based distribution rates ③ Inform on use of MCS study to align rate components with efficient goals, ③ Identify the appropriate level of customer charges and potential use of an optional multi-part rates to best ensure that a higher share of fixed costs is recovered in fixed charges or demand charges, as opposed to relying only on a fixed charge and on kWh charges, to most closely follow the marginal cost structure of distribution costs.
3.3 – Prepare Rate Design Enhancements including optional TOU rates and other structures	③ Working with the Company personnel, modeling of a suite of rate design options for consideration by the Company's Rates team. ③ Prepare presentation of draft rate design alternatives and finalize after receiving feedback from the Company.
3.4 – Pre-filed Direct Testimony (potentially combined with MCS testimony)	③ Review the foundation and rationale justifying Company's proposed rate designs and how well they meet objectives of equity, efficiency and affordability. ③ Discuss range of optional rates and how they can improve shifting of peak load and electrification based on industry experience

Post-filing Support Tasks

Amparo Nieto, with support from her team, will perform the following expert witness role tasks:

- Support Direct Pre-filed Testimony (responses to information requests).
- Preparation of Rebuttal testimony, as needed.
- Assist in the Interrogation of Testimony as submitted by other parties.
- Attend Hearings for Cross Examination.
- Respond to In-Hearing Record Requests.
- Assist in Drafting of Legal Brief submitted by the Commission.

5.4. Project Timeline

CRA is available to begin work as soon as early February. We anticipate that a complete draft ACOS and MCS studies will be ready by the fourth week of March, with final models of both studies completed during the week of April 20, subject to receiving all key required inputs. CRA will work with the Company to review available data expeditiously and ensure an efficient process.

CRA's team will meet and collaborate with the Company in the Rate Analysis task to guide final class revenue decisions, TOU period analysis and innovative rate options. This work can be expected to be completed by the week of April 27 well in advance of the rate case filing on June 2.

Figure 2 illustrates the anticipated timeline for the pre-filing tasks. This timeline can be discussed at the kick of meeting, and CRA's team can adapt to Company's requirements as needed. The envisioned timeline for milestones includes potential need for updates to the draft studies, e.g., should the Company need to revise initial revenue requirement.

Figure 1. Project Timeline for Pre-Filing Phase

Task	Month →	Feb				Mar					Apr				May			
	Week start →	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25
Kick-off Meeting and Data Gathering																		
Video-conference to kick-off project	*Kickoff Meeting*	◊																
Task 1 - MCS																		
Data Review/Follow-up questions	*Data Responses Processed*																	
Conduct MCS Study	*Draft Model (DM) of MCS*									DM								
Discussion of Draft Study findings via meeting	*Presentation & Meeting*									◊								
Review comments and finalize MCS	*Final Model (FM) of MCS*											FM						
Preparation of Direct Testimony	*Draft & Final Testimony*												DT			FT		
Task 2 - ACOSS Model																		
Data and reviews/Follow-up questions	*Data Responses Processed*																	
Conduct ACOS Study	*Draft Model (DM) of ACOS*								DM									
Discussion of Study findings via online meeting	*Presentation & Meeting*								◊									
Gather final rev. requirement to finalize ACOS Model	*Final Model (FM) of ACOS*											FM						
Preparation of Direct Testimony	*Draft & Final Testimony*												DT			FT		
Task 3 - Rate Analysis																		
Review final method to set rate revenue targets	*Meeting*																	
Recommend Improvements to Existing Rates	*Meeting*																	
Recommend new TOU periods and Rate Options	*Presentation & Meeting*										◊							
Support Modeling of Rates to finalize Rate Designs	*Final Rate Designs (FR)*													FR				
Direct Testimony Supporting Rate Design Proposals	*Draft & Final Testimony*													DT		FT		

6. TECHNICAL APPROACH OF THE MARGINAL COST OF SERVICE STUDY

6.1. The Role of a Marginal Cost Study

The goal of a MCOS is to obtain a forward-looking view of the typical cost associated with a unit of incremental electricity usage over the study period, so that it is useful to set cost reflective charges in rates. We will discuss the details of the various alternatives at the onset of the project and will explain the rationale of our proposed approach.

Progressing towards economically efficient rates ultimately is largely grounded on offering tariffs that allow the Company to more closely reflect the utility's forward-looking cost of meeting incremental demand, i.e., marginal cost-based price signals. Such signals represent the economic impact of incremental customer loads, or cost savings from decremental peak load on the grid.

Customers are ultimately encouraged to make efficient usage and investment decisions if the rate components are more aligned with appropriate relationships between fixed and variable cost of service, as well as by appropriate seasonality and cost-reflective time of use charges. The study will estimate time-differentiated, system-wide average distribution value of load reductions, therefore will be helpful to inform the direction of reforms that would be suitable for Eversource's distribution rate designs, in terms of rate structure, and rebalancing of revenue requirement by rate component, and improvements in Time of Use (TOU) rates.

These rates are applicable to determine applicable rates to all retail customers, including those with customer-sited distributed generation (DG), and other distributed energy resources (DERs). It also provides information on the going forward marginal upstream distribution cost of meeting incremental peak load, which may be driven by addition of customers or incremental load by existing customers, such as those related to electric vehicles, or electric heat pump loads.

6.2. Use of engineering approach

In the context of the utility distribution service, a forward-looking marginal cost analysis requires evaluating the utility's response to an anticipated change in the use of the distribution system in a given hour, as well as incremental unit costs driven by changes in customer connections and customer service requirements. Thus, best practice marginal costing requires engineering-based methods that are consistent with system planning, i.e., the Company's prevailing capital plan and design standards.

We will review the expected peak load growth and meet with representatives of the planning group as well as potentially the load forecasting group to make sure that we are consistent in assumptions and inputs into the model. In the MCS study we will identify the three main elements of distribution service based on the respective cost drivers:

- Distribution costs that vary with expected growth in near-time peak load (substations and trunkline feeders)
- Distribution facility costs that vary with the long-term, maximum design demand of the customers expected to served (primary lines, secondary transformer, and secondary lines)
- Costs that are specific to the customer (meter and service drop, meter-reading and billing, customer accounting and customer services).

6.3. Approach to Estimate Costs

6.3.1. Marginal Distribution Substation and Primary Feeder Costs

Ideally, the marginal study will capture the expected investment in distribution upstream station, distribution substation and trunkline primary feeder investment per kW of load growth over the study period. We will review the latest capital expansion plan, size and location of the distribution projects and identify the nature of the projects in consultation with the Company's distribution planners to identify capital expansion that is mainly related to growth.

We will compute the marginal cost of distribution stations, by dividing the identified peak-load related station investments by the station project's added capacity. We will verify with the Company what the current reliability standards at each voltage level are.

The distribution substation and primary feeder marginal costs, both determined as an average of capacity-expansion areas and as a system-wide average marginal cost estimate, will be annualized using an economic carrying charge (ECC) and will incorporate marginal O&M expenses and loading factors.

All marginal cost calculations require developing economic carrying charges for annualizing investment. The study also requires estimating operating and maintenance expenses for each type of marginal plant, estimating marginal corporate overheads such as general plant and administrative and general expenses, estimating losses to convert to costs at the meters of customers, and identifying loaders for marginal working capital. Marginal costs will be summarized by pricing periods suitable for TOU tariffs.

6.3.2. Marginal Local Distribution Facilities Costs

Another component of the distribution marginal cost study is the cost associated with connecting a new customer to the grid. The costs involved in distribution connections may involve a new line transformer, investment in primary lines, and/or secondary lines. These local facilities must be sized sufficiently large to meet the expected maximum demand of the customers that will be connected to them over their service life. The costs vary depending on type of area served, including customer density (urban, rural), and type of customer use (industrial versus primarily residential). Single versus three-phase connections also determine the specific design demand. We will rely on the Companies' work order system to review the range of historical line extension jobs to obtain a range of connection scenarios (single vs poly-phase, residential subdivisions vs. commercial, etc.) and the costs associated with the connection. To the extent that some of the scenarios are not included in recent history, we would request calculations for specific applications or scenarios from distribution engineers, net of customer contributions.

6.3.3. Marginal Customer Costs

We will review the current installed cost of a typical meter and service drop by rate class and add an estimate of marginal meter O&M costs, based on recent meter O&M expenses and assuming that the meter O&M is proportional to the cost of the meter in order to estimate meter O&M differentiated by rate class. Customer accounts expenses, composed mainly of meter-reading and billing expenses, and customer service and informational expenses, are function of the number of customers on the system and may reflect relative cost differences based on requirements by class. The MCOS study will apply weighting factors developed for customer accounts and customer service and informational expenses by class excluding any cost associated with energy efficiency programs and apply to recent per-customer expense to develop future marginal expense of these set of accounts.

6.3.4. Streetlighting

The MCS study will incorporate marginal cost in today's dollars, of system-related service consisting of customer and demand components that apply to any fixture connected to the Company's distribution system, regardless of ownership. The customer component applies monthly to each fixture connected to the Company's system, while the demand component is a uniform rate per watt that applies to the rated wattage of each fixture under either rate schedule. These two charges are combined to form the total charge per fixture each month for the system component of distribution service. The components of total installed cost of each type of equipment will be annualized using the appropriate economic carrying charge.

6.1. Other important elements of the MCS Study

This section provides additional details of the proposed approach for the MCS study.

6.1.1. Timeframe

Factors that affect the robustness and applicability of the results for rate design include the time frame considered for the study. To be useful for efficient price signals in rates, the chosen timeframe must reasonably capture the period the rates are going to be in effect. Our initial recommendation is to use a

timeframe that is consistent with the Company's distribution capital expansion plan. Going beyond the expansion plan to evaluate marginal costs may limit the precision of the marginal cost estimates.

6.1.2. Locational granularity

The study will look at marginal costs by distribution substation area in the capital plan and in additionally, we will offer to review particular feeders of other high growth areas. Marginal investment in a given substation and trunkline feeder divided by project capacity added, can be restated as dollar per peak load growth that is driving the need for the investment.

6.1.3. Sensitivity scenarios

Time of Use rates consider peak-related marginal costs over several years, and might need to be revisited as solar DG and EV use increase over time. We propose to undertake a marginal cost study sensitivity that would review how the distribution peak load could be expected to increase from electrification goals in the upcoming five years and how it would affect the capacity of the system but for the existence of the improved and more granular seasonality in TOU distribution rates.

6.2. Calculation of Marginal Costs Revenues

Our MCOSS model will allow computing marginal cost revenues by customer class. This step will be important in using marginal costs as a floor for rate design and special contract design. We will also work with the Company to discuss how these results can be used as an input for decisions on class revenue requirements along with ACOS study results.

6.4. Deliverables

The deliverables of the MCS study will be:

- A draft and Final MCOS Model, which will provide a summary of marginal unit cost by cost component and TOD to compare with current rates
- A presentation with the main findings of the MCOS Study and application to rate design
- A presentation of the results of the hourly probability of peak that assigns annualized cost to different hourly periods by daytype and month, informing the decisions on appropriate TOU periods.
- Pre-filed direct testimony with an overview of the overall MCOS methods and results, cost of service principles and the advantages of the chosen approaches over other methods

The MCOS studies will be flexible and able to fully support any service class re-alignment or rate restructuring that the Companies propose. We will review the results with the Company via a PowerPoint presentation to go over the main findings and clarify any questions.

We will provide complete documentation of all inputs and sources to enable the Company's staff to update the studies in the future. We note that the model should be considered proprietary and therefore the Company will be able to use it for rate case, but it may only be shared with rate case intervenors if they agreed to the appropriate protective Orders of the rate case.

7. TECHNICAL APPROACH FOR THE ALLOCATED COST OF SERVICE STUDY

7.1. PURA Requirements

In PURA Docket No. 17-10-46, Eversource/CL&P did use the Minimum System methodology in its Cost of Service Study (COSS), and PURA explicitly accepted continued use of that approach to guide revenue allocation and class rate design targets.

7.2. Approach

CRA will develop an overview of the ACOSS with methods supported by the Authority and aligned with best practice theoretical foundation, Work will involve classification and functionalization of costs in accordance with how they are incurred (demand- or customer related); development and assignment of cost allocators according to their function and classification; allocation of costs to each rate class; potential allocation of costs on a time varying basis; and calculation of the revenue "excess" or "deficiency" by rate class relative to the revenue requirement.

ACOS studies are used as a guide in the Company's revenue allocation, by allocating costs (test-year plant and expenses) to each customer class according to the appropriate functionalization, classification, and allocation methods. The ACOS study allows establishing appropriate class cost responsibility, and inform changes in overall rate revenues that are required to ensure that each class Rate of Return ("ROR") gets closer to the average Company's proposed ROR. This means that classes with below system average rates of return (as calculated within the COSS) may need to be allocated a greater than average percentage distribution increase, while those classes with above system average rates of return would receive a lower than average percentage increase.

CRA will run a "proforma" ACOS study (based on the per books study, but adjusted for known and measurable changes, and other adjustments, including the revenue requirement. Earlier in the process, we will review how the proposed revenue requirement that the Company will prepare for the test year is factored into the proforma version of the ACOS study. The ACOS model will include the classification of distribution costs between directly assigned, demand, customer and revenue-related, and the allocation of embedded costs among its rate classes. At the initial stage we will include any preliminary information available on all inputs in accordance with total company cost of service for the test year.

Final ACOS result sheets will show:

- A summary of the current revenue, operating expense and earned ROR relative to the allocated Proforma rate base for each rate class;
- A summary of the calculated revenue excess or deficiency of each rate class when applying the proposed ROR on a levelized basis across all rate classes.
- A breakdown by rate class of the proposed Rate Year 1 revenue requirement into customer and demand related components; and a calculation of corresponding unit costs.
- Back up worksheets will detail the calculation of costs by component represented in the summary pages of the ACOS model. Specific Summary pages are listed in "ACOS workpapers section".

- A comparison of Current versus Proposed Rate of Return by class.

7.2.1. Steps in ACOS approach

The elements of ACOS study approach that we expect to review and discuss with the Company in the early stage of modelling will include the following aspects:

The **classification** of costs, previously functionalized in the Company's revenue requirement model. CRA will conduct the breakdown between customer and demand-related component of the distribution primary and secondary system using the results of the Minimum System Approach for accounts. CRA will review any relevant worksheets or exhibits from the latest ACOS study in particular the classification step and the allocation factors for the test year and discuss any potential enhancements in the method for the Company's consideration.

The proposed **allocation** approach will include review of the availability of the data necessary and guidance as to the development of required allocation factors, with criteria indicated below:

- how primary and secondary costs will be allocated to customers depending on their voltage level of service, the street lighting cost allocation method, and the underlying assumptions to develop allocators for each test year (actual and pro-forma).
- The method to assign line transformer costs to customers may include a combination of weighted customer count, for the customer-related component, and the demand-related costs
- The basis and method to produce weighted customer counts to allocate services and meter costs.

7.2.2. Minimum system study

The MS has a long history of development and application across the country, and the Authority ordered the Company to continue using it in its decision at the last rate case. We have assumed that the Company will prepare the Minimum System Study, with our support and feedback. CRA will review the input data into the study, and in particular:

- The choice of minimum size by relevant account
- The separation between primary and secondary, overhead and underground as feasible
- The application of Handy-Whitman index
- The method to calculate population for each feeder and transformer type

CRA will review the inputs and provide any feedback if needed to make the analysis more robust or objective. Once results are available, CRA will meet with the Company to review the results, alignment with prior rate case study and what drives the difference.

7.3. Deliverables

The main deliverables for the ACOS study will include:

1. ACOS Model and external back-up files. Sensitivity will be incorporated into the ACOS model so that the Company can test different allocators (NCP, CP, INCP, Probability of Peak factors, others.)

2. Periodic calls and brief notes with progress report on the ACOS model and findings, discussions on classification and cost allocation approaches, and modifications as necessary for a more robust ACOS approach.
3. Exhibits with calculations of class revenue requirements supporting the Company's proposals on revenue targets.
4. Exhibits with calculations supporting the Company's proposed distribution rate designs.
5. Pre-filed direct testimony (draft and final) explaining ACOS methods and results, recommendations in revenue requirement allocation by class and distribution rate designs.

We will produce a draft and a final ACOS study, and will be sure that the model is thoroughly checked and that all assumptions used are transparent and discussed with the Company.

7.1. Alignment between ACOS and MCOS Studies

CRA will work with the Company's Rates team to make sure that the assumptions used for the ACOS study are appropriate and consistent with assumptions used for the MCOS study. The ACOS study includes some information that is also used in the development of marginal cost estimates, including test-year installed cost of distribution equipment, such as transformers, meters, service drops; test year customer class allocations of customer service and information expenses, as well as customer account expenses (which were an input to the calculation of customer weighting factors in the MCOS); and peak load data by region. The typical local distribution configurations used in the MCOS study will be helpful to the development of factors employed in the minimum size methodology in the ACOS study.

8. RATE DESIGN APPROACH

8.1. Overview of Rate Design Considerations

CRA will develop robust and defensible cost allocation and marginal cost studies that will jointly inform the Company on (a) appropriate class cost responsibility based on cost causation as per the ACOS and on (b) the needed revenue recovery from individual rate components, i.e., potentially applying differentiated increases to customer charges, vs. volumetric charges, as well as appropriate adjustments to demand charges for those classes that are demand-metered using largely the results of the MCOS analysis and ensuring the right provision of incentives.

Innovative rate structures, which introduce more cost-reflective time-differentiation, as well as rates that reflect a more appropriate allocation of costs to the various components in alignment with cost causation, have a higher likelihood of providing customers with the right economic incentives, compared to legacy rates, that no longer reflect the underlying marginal cost of service across hours of the day, and/or seasons, or components.

We will complete a review of existing rates and discuss modifications to each of the rate components as informed by the study results. Our review will include an evaluation of the appropriateness of the Company's customer rate designs, including whether the rates reflect price signals consistent with marginal costs. CRA will review these and other areas and provide recommendations based on study results and rate design expertise. We will review including appropriate TOU periods and seasons, potential to streamline any

existing block rates for commercial customers, appropriate rate structure (e.g., variable volumetric rates only vs combination of variable and demand charges; introduction of subscription fees).

We will complete a review of existing rates and discuss modifications to each of the rate components as informed by the study results. Our review will include an evaluation of the appropriateness of the Company's customer rate designs, including whether the rates reflect price signals consistent with marginal costs results. CRA will work with the Company to make sure that the proposed rate designs consider efficiency, equity, customer choice, and evaluate any need for a gradual transition to the target revenue and t the rate structures based on best principles. Additional rate options that can be incorporated in the evaluation will include curtailable or interruptible rates structures; electric vehicle charging rates for home charging, including potential TOU rates and Critical Peak Pricing; and other optional rate structures that support affordability.

We will develop a detailed list of possible alternative rate designs that may be appropriate for the Company to pursue. This will include examining whether the chosen rate design alternatives may or may not be appropriate to implement at this time, given bill impacts or billing/metering constraints. Once we have identified rate designs with the Company, we will discuss implementation matters and a review of experience in other jurisdictions. Implementation costs of new time of use rates should be measured against avoided costs associated with customers shifting usage away from the peak period. We will also review the pros and cons of mandatory vs. optional rates implementation.

For TOU rates to fully reflect time-differentiated price signals that lead to efficient usage decisions, the rates must aim to properly reflect the pattern of hourly marginal costs of service across times of the day and within each season. We will suggest optional TOU rates for the Companies to consider and help decide on the choice of periods and seasons balancing goals of efficiency and customer understanding. The hourly marginal distribution station and trunkline feeder costs that result from the marginal distribution cost study need to be averaged by the appropriate time of use periods in each season. With TOU rates customers can manage their bills by shifting flexible load to hours that do not drive a meaningful need of capacity expansion, compared to what the current non-TOU kWh charges would incentivize, leading to more customer satisfaction.

8.2. Fixed vs. Volumetric Rates and Demand Charges

In preserving affordability through rate design, an important step is to identify the impact of increased usage on customer bills, and particularly, on the potential benefits to customers of reducing reliance on fixed cost recovery through volumetric charges to lower that effect. The marginal unit cost estimates by component help identify rate structures. In formulating any residential rate design recommendations, we will keep in mind the Authority's decision regarding the maximum residential customer charge as per Docket 17-01-12, which was consistent with PA 15-5, June Special Session (§ 105). The decision established that the Company's residential fixed charge should only recover the fixed costs and operation and maintenance expenses directly related to metering, billing, service connections, and providing

customer service. It also prohibited PURA, when determining new residential fixed charges, from causing a cost-shift to other rate classes. The MCS results will be evaluated along with ACOS results for rate design.

Ideally, for efficiency goals, every customer should face a price for marginal consumption that is closer to the marginal unit cost. To keep prices closer to marginal costs, higher recovery of local distribution costs through a subscription based on customer size or potentially a demand charge may be warranted, particularly given the restrictions on the customer charge level. When taking this approach, customer affordability tends to improve because it is less likely that customers' bills are unnecessarily high (above cost) during the coldest winter months or the summer months when overall energy usage is higher.

In addition to the traditional two-part rates with one fixed monthly customer charge and volumetric, per-kWh charges, there is merit in exploring the feasibility of offering multi-part rates to residential customers, which can include monthly or daily demand charges and/or monthly subscription fees to ensure more equitable intra-class allocation. We will explore the potential cost basis of such charges and lessons to date designing these rates for residential customers. Finally, energy efficiency and affordability goals can also be met with rates that change as system conditions change. Examples include critical peak pricing (CPP) and real-time pricing (RTP). They result in more efficient consumption decisions compared to traditional non-dynamic rate structures with low fixed charges, and no time-differentiation.

8.3. Time of Use Rate Design for Further Flexibility

Many utilities are embarking in a modernization of their retail rates, to maximize the benefits of time-of-use (TOU) rates upon AMI deployment. The team lead, Amparo Nieto, has been a key advisor to utilities across the country in these initiatives. For price signals to be efficient, TOU charges should aim to reflect how the cost impact of incremental customer electricity usage on the grid varies across hours. It is critical that the TOU periods be reflective of the hourly marginal cost profiles that can be expected during the timeframe the new TOU rates will be in effect.

The hours most *likely* to experience peak load are most likely to drive decisions to expand the substation transformer or feeder. CRA will produce relative hourly probabilities of peak (POP) for 864 hours using typical Weekday, Saturday and Sunday by each month of the year, using hourly distribution substation load data. A PoP analysis provides estimates of each hour's probability of being the annual distribution system peak load, relative to other hours and can be allocated to annual cost for the purpose of establishing efficient TOU periods. Marginal costs are useful for determining optimal seasons and periods when designing TOU rates. A probability of peak analysis will provide specific information on Eversource's distribution grid and the specific set of hours.

We expect it will reveal the need to use a shorter evening peak period relative to the current larger peak period in current Rate 7, to better reflect the hours of the day most likely to trigger investment to accommodate new load on the grid. Ultimately, the TOD period should rebalance the goal of reflecting the variation in marginal costs during the day with minimizing complexity for customers. We will provide optional TOU rates for the Company to consider and help decide on the choice of periods and seasons balancing goals of efficiency and customer understanding.

Exhibit E : RESERVED

Exhibit F: RESERVED

Exhibit G: G-1 Mutual NDA

1. In connection with discussions between Eversource Energy Service Company ("**Eversource**") and CRA International, Inc. (d/b/a Charles River Associates) ("**Company**"), with respect to consulting services (the "**Services**"), 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. Confidential Information shall not include Company's pre-existing or independently developed models, analytical frameworks, methodologies, know-how, or general skills, even if used in evaluation of the Services. 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 Services 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 Services; 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 Services 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 Services. 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 Services, 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 Services related discussions between Company and Eversource that include Eversource Confidential Information, including all proprietary information and other intellectual property rights. Notwithstanding the foregoing, each party shall retain ownership of its pre-existing intellectual property and any intellectual property independently developed without use of the other party's Confidential Information. 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, reasonable 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 E [redacted]

Signature: [redacted]
Print or Type Name: [redacted]
Title: Senior Sourcing Agent
Date: 02/02/2026

Company: CRA International, Inc.

Signature: CRuSSO
Print or Type Name: Christopher Russo
Title: Vice President
Date: 02/02/2026

Exhibit G: G-2 Corporate Information Security Requirements

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 email [redacted] with 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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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**:** The Owner's determination that the 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 Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal 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: Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 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 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.

1.16 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.

1.17 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.

1.18 OWNER: "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Eversource Affiliate that has ordered the Work. Each Owner shall be solely responsible to 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.

1.19 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.20 PARTY: Each of Owner and Consultant

1.21 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.

1.22 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.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 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.

1.25 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.

1.26 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. 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 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 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. Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

6. INFORMATION.

6.1 If Consultant is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.

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

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

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Consultant shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Consultant.

6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

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

agrees to transmit information or documents relating to this Agreement using E-Business, Consultant shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

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

9.2 Force majeure shall extend the time for 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.

10. INSPECTION.

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests affecting 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 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 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 Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

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

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards

could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

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

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

20.6.2 Limited Use of Personal Information. At all times during the term of the Agreement, 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. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined in section 36a-701b of the general statutes, of the 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; (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, 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.

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.

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.

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.

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 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 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 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 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 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 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.

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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.

31. 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 negligent acts, omissions or willful misconduct of Consultant Resources.

32. INFRINGEMENT OF PROPRIETARY RIGHTS.

32.1 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.

32.2 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.

33. CONFIDENTIAL INFORMATION.

33.1 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.

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

33.3 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.

33.4 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.

33.5 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..

33.6 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.

33.7 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.

33.8 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.

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

33.10 **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.

34. WARRANTY.

34.1 Services Warranty.

34.1.1 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.

34.1.2 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.

34.1.3 RESERVED

34.2 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.

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

34.4 RESERVED

34.5 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.

34.6 Additional Warranty Provisions.

34.6.1 Reserved.
34.6.2 Owner shall notify Consultant in writing of any breach of warranty.

34.6.3 Reserved.

34.6.4 Reserved.

34.6.5 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.

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

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

34.7 Subcontractor Warranties.

34.7.1 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.

34.7.2 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.

35. LIMITATION OF LIABILITY.

35.1 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 LIMITED TO AN AMOUNT EQUAL TO THE GREATER OF FIVE TIMES (5X) THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS OR ONE MILLION DOLLARS ($1,000,000) . THIS LIMITATION SHALL NOT APPLY WITH RESPECT TO CONSULTANT'S INDEMNIFICATION OBLIGATIONS FOR PERSONAL INJURY OR INTELLECTUAL PROPERTY INFRINGEMENT AS EXPRESSLY STATED IN THIS AGREEMENT, OR TO CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS. 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."

35.1.

35.2 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.

35.3 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”.

36. 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.

37. RESERVED.

38. DISPUTE RESOLUTION: NEGOTIATION: MEDIATION: ARBITRATION.

38.1 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.

38.2 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.

38.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owner’s option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules .Disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), shall be decided by a sole arbitrator, and disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The selection of a single arbitrator shall be in accordance with Rule 5.3. The selection of three arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one

arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals.
The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts.

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

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

38.6 Nothing herein shall prejudice, impair or otherwise prevent Owner from seeking equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39. 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.

40. 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.

41. 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.

42. APPLICABLE LAW.

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

43. 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.

44. 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.

45. 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.

46. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

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

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

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

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

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

47. **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.

48. 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.

49. 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.

50. **PERFORMANCE ASSURANCE**.

50.1 Owner may require prior to the signing of the Agreement that Consultant provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Consultant shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance but shall not include any cost for Consultant's extension of such performance assurance due to failure of Consultant to complete Work in accordance with the applicable Work schedule.

50.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

51. 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.

52. 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.

53. 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.

54. RESERVED.

55. RESERVED.

56. 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.

57. **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.

58. **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.

CRA International, Inc.	Eversource Energy Service Company
CRUSSO	[redacted]
02/02/2026	02/02/2026

COVER AGREEMENT

This Cover Agreement ("Cover Agreement"), dated December 5, 2025 together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and Gannett Fleming Valuation and Rate Consultants, LLC ("Consultant") for the 2026 NSTAR Gas and CL&P Depreciation Consulting Services. (Contract Number: CW2334828)

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 AGREEMENT DOCUMENTS AND WHICH ARE MADE PART HEREOF AND SHALL APPLY TO ALL PURCHASE ORDERS THAT REFERENCE THIS AGREEMENT.:

Exhibit A: General Terms and Conditions, Consulting Services, REV. 27, 4/15/2025
Exhibit B: RESERVED
Exhibit C: Purchase Order
Exhibit D: Scope of Work
Exhibit E: RESERVED
Exhibit F: RESERVED
Exhibit G: RESERVED
Exhibit H: RESERVED
Exhibit I: Attachment I-1: Contractor Background Check Policy
Attachment I-2: Corporate Information Security Requirements
Attachment I-3: Mutual Non-Disclosure Agreement

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 Consultant; 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 Consultant 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

Consultant shall undertake the Project and provide Work in accordance with applicable provisions of this Agreement. Consultant shall not commence any Work under this Agreement before the Effective Date. Any Work performed by Consultant before the Effective Date will be performed at the sole risk of and expense to consultant.

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 Consultant. This Agreement establishes the terms and conditions under which Owner may engage, in its sole discretion, Consultant 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. CONSULTANT SPECIFICALLY ACKNOWLEDGES THAT OWNER MAY ISSUE PURCHASE ORDERS THAT DO NOT CONTEMPLATE WRITTEN ACCEPTANCE BY CONSULTANT. CONSULTANT HEREBY AGREES THAT OWNER SHALL BE ENTITLED TO RELY ON CONSULTANT'S COMMENCEMENT OF PERFORMANCE OF WORK AS EVIDENCING CONSULTANT'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 Consultant for Work as and when Owner elects to do so. If awarded to Consultant, the Purchase Order will include all Services and/or Equipment to be provided by consultant, 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 D. Except as otherwise expressly provided in Exhibit D, the pricing is fixed until January 12, 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 Consultants 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 Consultant for use in purchasing tax exempt materials. It is the sole responsibility of the Consultant 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:

Gannett Fleming Valuation and Rate Consultants, LLC, Consultant	**Eversource Energy Service Company**
By John J Spanos	**By** [redacted]
Printed John J. spanos	**Printed**
Title President	**Title** Senior Sourcing Agent
Date 12/19/2025	**Date** 12/20/2025

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 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, 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 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 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 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 (and/or any subcontractor(s) or suppliers to Consultant), other than those referenced in subsection (v) above, nor (B) changed or adverse economic conditions and/or commercial impracticability experienced by Consultant (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 Consultant or the Agreement; and any and all applicable design, engineering, construction, building, safety, fire, blasting or electrical codes applicable to all or any portion of the Work or the Agreement, and laws regulating health, occupational safety and transportation. "Law" shall include Environmental Law.

1.19 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.20 OWNER: Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order 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.

1.21 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, 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, Consultant shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced.

3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant and/or Owner in connection with the Work; (c) failure of Consultant to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Consultant; (g) failure of Consultant to perform any of its obligations under the Agreement; or (h) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by Law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant under the Agreement, or under any other contract between Owner and Consultant, or that Owner may otherwise have against Consultant without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for

a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

4. TAXES.

4.1 Taxes on Owner's Purchases from Consultant. Consultant's price(s) and any Billing Rates that apply under the Agreement include all tariffs, imports or similar duties but exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Owner's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. Owner shall provide any applicable tax exemption 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 full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

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

8. DELAYS.

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at

its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

9.1 Neither party shall be liable to the other for loss or damage resulting from any delay or failure of a party to perform its contractual obligations due to Force Majeure.

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

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Consultant due to any failure of Consultant to prepare for the Work or commercial impracticability experienced by Consultant, 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 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 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 Consultant and Consultant Resources shall comply with all laws, regulations and requirements applicable to the Consultant 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 Consultant and Consultant shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Consultant's noncompliance with this Article 20.

20.2 Consultant and Consultant Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **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, Consultant 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 Consultant and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans. This Consultant and subcontractor shall abide by the requirements of 41CFR 60-741.5(a).** Consultant 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). Consultant certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Consultant 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, Consultant 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 Consultants and their Consultant Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster 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. Consultant's failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Consultant 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, Consultant 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. <u>Connecticut Residents: In compliance with the Connecticut Consumer Data Privacy Act., Conn. Gen. Stat. § 42-515 through 42.525 ("CTDPA")</u>

b. <u>New Hampshire Residents: Effective January 1, 2025, in compliance with New Hampshire Expectation of Privacy Act, RSA 507- H ("NHEPA").</u>

20.6.1 If Consultant processes any personal data of customers of Owner that are Connecticut and/or New Hampshire residents, Consultant agrees to comply with applicable laws, including, without limitation, CTDPA and NHEPA.

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

20.6.3 <u>Assistance by Consultant</u>. 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 <u>Consultant Obligations</u>. 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. 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 for a 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 Consultants and their Consultant Resources to read, understand and comply with Owner's Safety Policy, available on the Eversource.com website. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work, and as in effect from time to time; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

25.2 Consultant shall establish and maintain safeguards, controls, work rules, or other measures to protect 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 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, 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 $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 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, including coverages for intellectual property infringement and related risks, with limit of not less than $2,000,000 per claim 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 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, 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 designated agents and consultants (each, an "*Indemnified Person*") harmless from and against 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 to the extent caused by the negligent 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. The aforementioned duty to defend shall not apply to claims for damages of a professional nature, or claims that would be subject to coverage under Consultant's professional liability insurance policy.

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 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 (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. STANDARD OF CARE.

35.1 Standard of Care.

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 professional standards applicable to the valuation 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.

35.1.1 Reserved.

35.1.2 RESERVED

35.2 Reserved

35.3 Information Warranty. Consultant acknowledges and agrees 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 acknowledges and agrees 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 Reserved.

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 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 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, Consultant shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Potential or Formal Dispute between the parties. Nothing herein shall prejudice, impair or otherwise prevent a party from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

40. ADVERTISING.

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

41. BINDING EFFECT; ASSIGNMENT.

The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. 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 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 may be requested and shall 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.

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 Consultant may be requested to submit subcontractor 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 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.

RESERVED.

51. 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.

52. 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.

53. CONFLICTS OF INTEREST
Consultant shall disclose to Owner any potential 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.

54. RESERVED.

55. RESERVED.

56. 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.

57. 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.

58. 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 : Purchase Order

Exhibit D : Scope of Work

Eversource Energy
Depreciation Study and Consulting Service
Scope of Work

Eversource Energy operates New England's largest utility system serving more than 4.6 million electric, natural gas, and water customers in Connecticut, Massachusetts and New Hampshire. Eversource is dedicated to this region, as well as the people, energy and technology so vital to its security, stability and economic strength.

- The attached page (2) indicates the anticipated dates for receiving the Depreciation Study and Filing Date.
- The Depreciation Study and analysis will cover approximately 22 FERC plant accounts and 34 depreciation groups.
- Plant data will be extracted from the PowerPlan Continuing Property Records (CPR) and Depreciation Modules.
- Field inspections (extent and nature to be determined) on certain accounts should be assumed.
- Activities in the development of the depreciation study will include data collection (working with Eversource personnel), assembling and validation of data, statistical analysis, net salvage analysis, reserve analysis, capital recovery calculations, expert testimony, filing, briefs, responding to data requests, appeals, rebuttal testimony and participation in hearings (if required), and participation in discussions with Management.

The Depreciation Study will be supported by a written report detailing the nature and scope of the work conducted (in respect of the analysis of the parameters of the asset accounts in service). The report will include, at minimum, the following schedules:

- by asset account the parameters in place as well as the parameters that are proposed (based upon the work done) including the current and proposed depreciation rates;
- a schedule that details, by asset account, and as at year end depreciation expense (current and previous year dependent upon the company's rate case year) that will result based upon the proposed rates and the difference between the two depreciation values;
- a schedule detailing net salvage and demonstrating the derivation of the net salvage aspect of the composite rate.

Estimated Due Dates:

- **Depreciation Study Results:**
  NSTAR Gas – January 15, 2026

- **Rate Case filings:**
  NSTAR Gas – Q1 2026

The work for NSTAR Gas Company is expected to commence on or about November 19, 2025 and conclude with a final report in January 2026 at a cost of $55,090.

The work for Connecticut Light & Power Company is expected to commence on or about February 1, 2026 and conclude with a final report in June 2026 at a cost of $64,980. The foregoing cost estimates are contingent upon a combined site visit, the exclusion of CCP scenarios, and more limited incremental work for CL&P to address accounting issues that have arisen in recent cases in Connecticut.

The amounts estimated for both companies do not include costs associated with supporting the studies in regulatory proceedings. Gannett Fleming's charge for work subsequent to the submission of the reports to NSTAR and CL&P will be invoiced on an hourly (time and materials) basis based on the billing rates in effect when the work is performed.
as needed.

PROJECT WORK PLAN

Gannett Fleming's depreciation studies consist of nine primary tasks, a brief narrative for which is provided below. The anticipated schedule for these tasks is set forth in the Gantt chart at the end of this section. Both the NSTAR and CL&P studies will include these tasks, although the specific analyses in each may vary depending on the specifics of the operating company and jurisdiction.

TASK 1. PROJECT INITIATION MEETING

Gannett Fleming will initiate NSTAR Gas Company (NSTAR) and Connecticut Light & Power Company (CL&P) depreciation studies with a meeting held via telephone conference to review the depreciation study objectives and plant accounting systems with NSTAR and CL&P management and accounting representatives. Additionally, we will review with management the various depreciation methods, procedures and techniques available for use in the study of NSTAR and CL&P's utility plants.

During the initial discussions, Gannett Fleming will also review NSTAR and CL&P's plant accounting system. The review will include samples of the engineering records, the continuing property records and the general ledger. Our purpose in this review will be to gain an improved understanding of the data available for studies, its consistency with the general ledger, the level of detail available for analysis and the accounting policies in effect during the period for which data are available.
Once our initial review has been completed, we will coordinate with NSTAR and CL&P personnel to determine the format in which the plant accounting data will be sent for input into our proprietary depreciation software programs. Gannett Fleming's experience performing hundreds of different utility depreciation studies has provided the capability to incorporate a wide range of file formats and historical databases into its studies.

TASK 2. DATA ASSEMBLY AND REVIEW

Once the plant accounting data have been compiled by NSTAR and CL&P team members and forwarded to Gannett Fleming, it will be scrutinized by the Gannett Fleming team. Given that the historical data from one of the primary bases of service life and net salvage estimates, the integrity

of the data utilized for the analysis is one of the most important components of a depreciation study. Gannett Fleming's data review process includes the use of its own proprietary depreciation software which allows for a comprehensive review of any potential issues with the historical data. Potential data concerns might include items such as debit retirements, abnormal plant and reserve activity and underlying trends in the data. These areas of concern will be identified and presented to the NSTAR and CL&P teams to determine their circumstances and whether they require adjustment or special handling in the studies.

Based on these considerations, Gannett Fleming believes significant effort should be devoted to this task. The work performed to scrutinize, resolve and understand the data and any areas of concern provides increased validity of the service life and net salvage estimates and the best possible support for the studies. It has been our experience that the effort levied during this phase of the study yields significant benefits in both the quality of the study and the ability to defend its results during regulatory proceedings.

TASK 3. STATISTICAL ANALYSES OF DATA

Gannett Fleming will analyze the data assembled during Task 2 for historical indications of service life and net salvage characteristics. Similar to the data assembly and review process, Gannett Fleming's proprietary depreciation software allows for a comprehensive analysis of historical data to determine life and net salvage indications and allows for the proper analysis of any available data set.

For those property groups where sufficient aged historical retirement data are available, the retirement rate method of analysis will be used to develop indications of service life. These analyses include:

- •Trends in average service life and survivor curve shape will be identified through the use of experience and placement band analyses.
- •Experience bands will identify the impact of economic and technological cycles on the service life of property groups.
- •Placement bands will assist in identifying the relative impact of several forces of retirement throughout the life cycle of a group of installation years.

The selection of the bands will be based on a review of annual addition and retirement levels, trends in the data and preliminary discussions with operating management related to changes in materials used in construction, changes in installed technology and major retirement programs.

During this task, we will determine the availability of vintaged (or aged) data for all accounting years for which data are available. However, in the event sufficient aged data does not exist, annual gross plant additions and retirements will be used in accordance with the simulated plant record (SPR) method of life analysis. The SPR method will produce, for each depreciable category, historical indications of service life. The gross annual retirements can also be statistically aged and the

resultant simulated aged retirements can be combined with available aged data to be analyzed using the retirement rate method as described above.

Annual net salvage, gross salvage and cost of removal amounts will be expressed as a percent of annual retirements. Moving averages will be computed to smooth annual fluctuations and to analyze trends in the data.

Gannett Fleming routinely proposes amortization accounting for most general plant categories and will review and identify the general plant categories where it would be appropriate for NSTAR and CL&P to use amortization accounting.

TASK 4. FIELD REVIEW AND MANAGEMENT CONFERENCE

The analyses of historical data are just the beginning of the life and salvage estimation process. An understanding of the forces which caused the historical retirements and the extent to which such forces and others will cause future retirements must be obtained from discussions with NSTAR and CL&P management during field reviews and conferences. We believe that the information obtained during these discussions is critical to determining, and defending, the proper service life and net salvage estimates for each plant account.

The field review will include visits to the Companies major above-ground facilities, such as:

- •City gate stations
- •Measuring and regulating stations
- •Major substations
- •Service centers
- •Office buildings

The purpose of the field inspections will be to obtain information related to the operation and condition of the property and to evaluate any unique operating conditions.

We will meet with appropriate NSTAR and CL&P personnel to obtain additional information related to the outlook for the property. The results of the statistical analyses conducted in Task 3, comparisons to the typical range of lives used in the industry and our general experience will be reviewed as a basis for forecasting future survivor characteristics, gross salvage and cost of removal. The discussion will focus on the past forces of retirement which produced the historical indications of service life and net salvage and the extent to which future forces such as obsolescence, technology and environmental factors will be similar to or different from the past forces.

TASK 5. PRELIMINARY ESTIMATES AND DEPRECIATION CALCULATIONS

The results of the statistical analyses performed during Task 3 will be combined with information obtained during Task 4 and our knowledge of the service life and net salvage estimates for other utilities to arrive at judgments of average service life, survivor curve and net salvage percent for

each depreciable property group. The synthesis of historical indications and outlook requires judgment based on experience and knowledge of industry trends and precedents.

Annual depreciation accrual rates will be calculated by property group based on the estimated survivor curves and net salvage percents for plant in service as of a date to be determined. Gannett Fleming's proprietary software allows for the versatility of performing the proper calculations under any depreciation scenario. Various scenarios might include combinations of several group depreciation procedures (average life group and equal life group) and techniques (whole life and remaining life). The calculated accrued depreciation or "theoretical reserve" also will be calculated for comparison to the book reserve. The appropriateness and desirability of reallocating the book reserve will also be examined during this task.

TASK 6. MANAGEMENT REVIEW

The results of the depreciation calculations and the bases for such calculations will be reviewed with management to ensure that the results are in accordance with management's capital recovery policies and outlook. Subsequent to the review, draft and final reports suitable for filing with the appropriate regulatory body will be prepared.

TASK 7. FINAL ESTIMATES AND CALCULATIONS

Final calculations of depreciation accrual rates and accrued depreciation by property group will be performed in order to reflect appropriate modifications as determined during the review with management.

TASK 8. DRAFT AND FINAL REPORTS

Gannett Fleming will draft reports for NSTAR and CL&P setting forth the results of the studies. The reports will include a description of the methods used in the study, the depreciation calculations for each property group and the statistical analysis supporting the service life and net salvage estimates. The draft report will be submitted in electronic format to Company management for comments. The final report reflecting comments received from NSTAR and CL&P will be prepared and forwarded in electronic format prior to the date of filing.

TASK 9. REGULATORY PROCEEDINGS

The defense of the depreciation study in regulatory proceedings is just as critical as the execution of the study itself. The experience of Gannett Fleming's team provides an unparalleled knowledge and understanding of the issues and concerns that can arise in such a proceeding. In the past five years alone, Gannett Fleming has conducted depreciation services for over 100 regulatory proceedings and has submitted testimony and successfully argued many contested depreciation issues, including:

- •Methods of accruing for net salvage
- •Theoretical Reserve
- •Equal Life Group Depreciation

- Life Spans of Generating Stations
- Service life estimates
- Net salvage estimates
- Terminal and interim retirements and net salvage

Gannett Fleming will support the depreciation studies throughout the regulatory process responding to depreciation-related information requests and providing expert testimony in a regulatory hearing. As previously stated, work subsequent to the submission of the reports to NSTAR and CL&P will be invoiced on an hourly (time and materials) basis based on the billing rates in effect when the work is performed.

GANNETT FLEMING VALUATION AND RATE CONSULTANTS, LLC

BILLING RATES*

Personnel	Hourly Rate
SUPERVISORY STAFF	
John J. Spanos, President	
Ned W. Allis, Senior Vice President	
Harold Walker, III, Manager, Financial Studies	
Bryan P. Berry, Vice President, Energy	
John F. Wiedmayer, Jr., Senior Project Manager, Depreciation Studies	
STAFF	
Project Manager, Depreciation Studies	
Project Manager, Rate Studies	
Assistant Project Manager	
Senior Project Analysts	
Project Analysts	
Senior Analysts	
Analysts	
Associate Analysts	
Senior Technicians	
Support Staff	

[redacted]

*Rates subject to review and possible revision effective January 1, 2027

Exhibit E : RESERVED

Exhibit F : RESERVED

Exhibit G : RESERVED

Exhibit H : RESERVED

Exhibit I-1: Background Check Policy

EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY

Definitions

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

Policy Statement

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

Minimum Requirements

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

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

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

• When a criminal background check is required by law, regulation or other legal requirement.

• Where a Contractor Representative will have direct contact with customers in a nonpublic Location

• Where a Contractor Representative will have access to non-public personal information

or other information required to be protected under applicable law, regulation or other legal requirement.

• Where a Contractor Representative will have unescorted access to locations containing critical cyber assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.

• Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).

• Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance, or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.

• Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

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

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.
Supplemental checks that may be required include, but are not limited to the following:

• Five (5) panel drug screening

• Education/verification of degrees

• Validations of required licenses (professional and/or legally required)

• Credit history

• Global screening of offshore international/foreign national persons

• Homeland Security checks

• US Citizenship and Immigration Services E-Verify

• Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country
Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives and match results of this check with other identification documents provided by Contractor Representatives.

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

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

• Number of convictions

• Nature, seriousness and date(s) of occurrence of the offense

• Rehabilitation

• Relevance of the crime committed in relationship to the work to be performed

• Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

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

3. Sex Offender Registry Search
Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative’s provided and developed names, in the state(s) of the Contractor

Representative's residence and place of work, if a statewide repository is maintained and accessible as public record.

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

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

6. Motor Vehicle Driving Record Check
All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

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

8. Owner's Right to Amend Requirements for Contractor Background Checks
Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

• Allow unescorted access to critical assets

• Violate regulatory requirements

Exhibit I-2: Corporate Information Security Requirements

CORPORATE INFORMATION SECURITY REQUIREMENTS

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

a. Critical Infrastructure Information ("CII"), which includes without limitation, Critical Energy Infrastructure Information ("CEII"), as defined by the Federal Energy Regulatory Commission, and information subject to Critical Infrastructure Protection ("CIP"), as defined by the North American Energy Reliability Corporation;

b. Personal Identifiable Information ("PII") shall mean first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;

c. Protected Health Information ("PHI") shall mean any information relating to the past, present and future physical or mental condition of an individual, including any information about their participation or coverage in our health plan; or

d. Any information deemed by 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. Contractor shall make commercially best efforts consistent with industry standards as stipulated in ISO/IEC 17799 Code of Practice for Information Security Management or its equivalent to ensure the confidentiality, integrity and availability of the Confidential Information within its control.

3. Contractor shall provide Eversource with documentation to certify that it satisfies the following **minimum-security requirements** which must be included with any purchase order issued or any agreement with any Contractor prior to execution by 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 change control processes and associated security in place to ensure that only authorized hardware and software is installed on the company's network;

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

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

j. all laptops used by Contractor to access or store CEII, CIP, PHI or PII shall be encrypted.

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

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

m. 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.

4. 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 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: Contractor warrants that it will maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, and in addition to any other insurance requirements set forth in the Agreement with Contractor, Contractor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

i. Professional Liability Insurance with a combined single limit of not less than Five Million Dollars ($5,000,000) per 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.

ii. The Professional Liability Insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement will be deemed to have been made during the policy period.

iii. Contractor shall ensure that (i) the insurance policy listed above contain a waiver of subrogation against Eversource and its affiliates, (ii) the Professional 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.

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;

5. Security Incident Management:

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

b. **Contractor should 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 suspected exposure. 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. **DO NOT** take any other action until advised by the CIS provided however Contractor shall not be restricted from taking commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident if CIS is advised of such efforts at the time of or before they are undertaken.

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

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

Exhibit I: Attachment I-3: Mutual NDA

1. In connection with discussions between Eversource Energy Service Company ("**Eversource**") and Gannett Fleming Valuation and Rate Consultants, 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 Sourcing Agent

Date: 12/20/2025

Company: Gannett Fleming Valuation and Rate Consultants, LLC

Signature: John J Spanos

Print or Type Name: John J. spanos

Title: President

Date: 12/19/2025

COVER AGREEMENT

This Cover Agreement ("Cover Agreement"), dated December 5, 2025, together with the Agreement documents shall be the complete agreement between Eversource Energy Service Company for itself and/or as agent for its affiliates ("Owner") and London Economics International LLC ("Contractor") for the 2026 NSTAR Gas and CL&P Performance Base Rate Assessment. (Contract Number:CW2335293)

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, General Services, REV14, 12/20/2017
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 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.

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:

London Economics International, Contractor	**Eversource Energy Service Company**
By	**By** [redacted]
Printed Ma. Cherrylin Trinidad	**Printed** [redacted]
Title Director	**Title** Senior Sourcing Agent
Date 01/08/2026	**Date** 01/09/2026

EXHIBIT A: GENERAL TERMS AND CONDITIONS

EVERSOURCE ENERGY GENERAL
TERMS and CONDITIONS

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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**:** The Owner's determination that the 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. The preprinted terms set forth on the back of each page of Owner's Order shall not bind either Party.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal 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: Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 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 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.

1.16 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.

1.17 ORDER: The document issued by Owner for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the preprinted terms on the back of Owner's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Contract form, for any procurements by any Eversource Affiliate provided however, that the preprinted terms on the back of Owner's Purchase Order or Contract form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either Party. Any additional or conflicting terms and conditions in 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.

1.18 OWNER: "Owner" shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract 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.

1.19 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.20 PARTY: Each of Owner and Consultant

1.21 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.

1.22 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.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 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.

1.25 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.

1.26 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 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 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 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. Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

6. INFORMATION.

6.1 If Consultant is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.

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

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

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices, and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Consultant shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Consultant.

6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Consultant may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during

transmission or harmful to the recipient's computer system. Owner and Consultant have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Consultant agrees to transmit information or documents relating to this Agreement using E-Business, Consultant shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

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

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

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

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

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

9.2 Force majeure shall extend the time for 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.

10. INSPECTION.

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests affecting 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 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 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 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 Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

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

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Eversource.com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards could result in a

termination of the Agreement under Section 14.2.

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.

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.

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 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 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 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 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 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 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. In addition, Consultant and any Subcontractor whose scope of work may include professional services shall procure tail coverage through the applicable 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 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.

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31.7 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 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 (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 NOT TO EXCEED THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT. 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 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 fifteen (15) days after delivery of the notice, 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 thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information 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 forty-five (45) days after the disputing Party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

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, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut or Boston, Massachusetts.

39.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary or similar damages unless an applicable statute requires that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the

extent permitted by law, Consultant shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

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

39.6 Nothing herein shall prejudice, impair or otherwise prevent Owner from seeking 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.

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

44. NOTICES; DEMANDS.

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

respect to each of the Owner's Representative, Consultant or the Consultant's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

45. RIGHT TO AUDIT.

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

46. DOCUMENT RETENTION.

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

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

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

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

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

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

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

48. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (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 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, but shall not include any cost for Consultant's extension of such performance assurance due to failure of Consultant to complete Work in accordance with the applicable Work schedule.

51.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

52. NO GIFTS OR INDUCEMENTS.

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

CL&P PRICING STRUCTURE : PHASE I WORK

1.1. PBR Pre-Filed Written Evidence

			Labor	
Item Description (Role, Material, etc.)	**Quantity**	**Unit**	**Unit Price**	**Cost**
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Javier Maquieyra	varies by task	USD per hour		
Shashwat Nayak	varies by task	USD per hour		
Yohan Poncha	Varies by task	USD per hour		
Noah Martin	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 80,910.00**

1.2. PBR Research and Support Work

Item Description (Role, Material, etc.)	**Quantity**	**Unit**	**Unit Price**	**Cost**
Ma. Cherrylin Trinidad	varies by task	USD per hour	[redacted]	
Hannah Braun	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 43,056.00**

1.3. TFP and Report

Item Description (Role, Material, etc.)	**Quantity**	**Unit**	**Unit Price**	**Cost**
Julia Frayer	varies by task	USD per hour	[redacted]	
Shashwat Nayak	varies by task	USD per hour		
Yohann Poncha	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 61,875.00**

1.4. Benchmarking and Report

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Javier Maquieyra	varies by task	USD per hour		
Noah Martin	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 58,725.00**

1.4. Meetings

Unit Price	Cost
$ [redacted]	[redacted]

2.0. CL&P PRICING STRUCTURE: PHASE II WORK

2.1. Responding to Data Requests

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Yohann Poncha	varies by task	USD per hour		
Noah Martin	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 47,150.00**

2.2. Additional Analysis / Research Work

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Ma. Cherrylin Trinidad	varies by task	USD per hour	[redacted]	
Hannah Braun	varies by task	USD per hour		
Yohann Poncha	varies by task	USD per hour		
Noah Martin	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 24,200.00**

2.3. Meetings

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 17,950.00**

2.4. Rebuttal Testimony

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Yohann Poncha	varies by task	USD per hour		
Noah Martin	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 21,720.00**

2.5. Testifying as Expert Witness / Preparation

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 14,380.00**

2.6. Assist with Legal Briefs

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Yohann Poncha	varies by task	USD per hour		
Noah Martin	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 7,730.00**

Total estimated project expenses	$3,000.00

TOTAL FOR CL&P PHASE I AND PHASE II WORK : $419,696.00

3.0. NSTAR GAS PRICING STRUCTURE: PHASE I WORK

3.1. PBR Pre-Filed Written Evidence

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Marie Fagan	varies by task	USD per hour		
Barbara Porto	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Lorenzo Perez	Varies by task	USD per hour		
Brian Redmond	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 66,465.00**

3.2. PBR Research and Support Work

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Ma. Cherrylin Trinidad	varies by task	USD per hour	[redacted]	
Hannah Braun	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 28,935.00**

3.3. TFP and Report

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Barbara Porto	varies by task	USD per hour		
Brian Redmond	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 18,225.00**

3.4. Benchmarking and Report

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	[redacted]
Marie Fagan	varies by task	USD per hour		
Lorenzo Perez	Varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 39,667.50**

3.5. Meetings

Unit Price	Cost
$ [redacted]	

4.0. NSTAR GAS PRICING STRUCTURE: PHASE II WORK

4.1. Responding to Data Requests

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	[redacted]
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Lorenzo Perez	varies by task	USD per hour		
Brian Redmond	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 39,020.00**

4.2. Additional Analysis / Research Work

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Ma. Cherrylin Trinidad	varies by task	USD per hour	[redacted]	
Hannah Braun	varies by task	USD per hour		
Lorenzo Perez	varies by task	USD per hour		
Brian Redmond	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 27,950.00**

4.3. Meetings

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 17,950.00**

4.4. Rebuttal Testimony

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Lorenzo Perez	varies by task	USD per hour		
Brian Redmond	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 15,650.00**

4.5. Testifying as Expert Witness / Preparation

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 14,380.00**

4.6. Assist with Legal Briefs

Item Description (Role, Material, etc.)	Quantity	Unit	Unit Price	Cost
Julia Frayer	varies by task	USD per hour	[redacted]	
Ma. Cherrylin Trinidad	varies by task	USD per hour		
Hannah Braun	varies by task	USD per hour		
Lorenzo Perez	varies by task	USD per hour		
Brian Redmond	varies by task	USD per hour		
Sub-Total Self-Performed Work:				**$ 6,480.00**

Total estimated project expenses	$3,000.00

TOTAL FOR NSTAR GAS PHASE I AND PHASE II WORK : $290,722.50

TOTAL PHASE I & II: $710,418.50

TOTAL PHASE I & II WITH 10% DISCOUNT: $ [redacted]

TOTAL WITH ADDITIONAL TIERED VOLUME DISCOUNT: [redacted]

EXHIBIT D: STATEMENT OF WORK

December 16, 2025

Subject: Adjusted proposal for the Development and Support for Performance-Based Ratemaking Plans for NSTAR Gas/ CL&P

To the Eversource Energy Procurement Team:

Pursuant to an email received from Eversource on December 9, 2025, London Economics International LLC ("LEI") submits this cover letter in connection with the Development and Support for Performance-Based Ratemaking ("PBR") Plans request for proposal ("RFP") issued on November 7, 2025. LEI submitted three proposal variations to this RFP: the original proposal dated November 14, 2025,[1] a proposal with additional discounts on November 18, 2025,[2] and then an alternative proposal with reduced scope of work that resulted in a reduced budget on December 1, 2025.[3]

In the December 9, 2025 email, Eversource confirmed that it would like to move forward with total factor productivity ("TFP") and benchmarking studies for both the NSTAR Gas and CL&P rate case applications and requested that LEI "send over a new cover letter including this in the cost."

This cover letter responds to the request from Eversource on December 9, 2025. LEI has used the alternative proposal from December 1, 2025 and added back the additional hours for the TFP and benchmarking studies identified in the original proposal. The TFP and benchmarking studies were included in Phase I scope of work and therefore the Phase I budget has increased. At this time, LEI has conservatively assumed that Phase II estimated effort does not change, nor have we adjusted the staffing to include the possibility of other testifying witnesses for the TFP and benchmarking studies.

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1 LEI's original technical and cost proposal was submitted via Ariba on November 14, 2025. In that proposal, LEI included TFP and benchmarking as optional studies for both the NSTAR Gas and CL&P rate case applications. The cost proposal (prepared in Excel format) presented the professional budgets applicable to the TFP and benchmarking work for both the NSTAR Gas and CL&P cases, were Eversource to choose to move forward with this work. The total budget inclusive of both studies for both rate cases (Phases I and II) totaled just under $839,000 (approximately $365,000 for the NSTAR Gas rate case and $474,000 for the CL&P rate case, inclusive of $6,000 for expenses across the two projects). LEI applied a 10% courtesy discount to this total amount—resulting in a total professional budget of about $755,000.

2 LEI was given the opportunity to provide a price discount on November 18, 2025. That same day, LEI provided an updated price proposal that consisted of additional, tiered discounts: an additional 5% discount after $500,000 in billings; an additional 5% discount after $600,000 in billings; and an additional 5% discount after $700,000 in billings. LEI proposed that this tiered volume discount apply on top of the 10% courtesy discount from the original proposal—bringing the total professional budget down to about $740,000. The scope of work remained unchanged from that described in the original technical proposal from November 14, 2025.

3 On November 26, 2025, the RFP was reopened to allow bidders the opportunity to reduce their price proposals further. In response, on December 1, 2025, LEI submitted an alternative proposal that (1) removed TFP and benchmarking studies from the Phase I scope of work for both the NSTAR Gas and CL&P rate cases and (2) reduced the number of staff hours for the Phase II budget. The TFP and benchmarking studies were removed because they were not explicitly requested in the original RFP. The reduced hours for Phase II reflected the possibility that regulatory staff and intervenors would be asking fewer questions, based on the industry precedent around PBR regulatory topics in both Massachusetts and Connecticut. In any case, Phase II effort would continue to be invoiced on time and materials ("T&M") basis and therefore invoices would be issued only for actual hours expended. Given the change in scope, the total budget estimate under this alternative proposal totaled $499,000 (approximately $219,000 for the NSTAR Gas rate case and $280,000 for the CL&P rate case, and was inclusive of $6,000 for expenses across the two projects).

This results in a total effort of over 1,570 hours across Phase I and Phase II for both rate applications and undiscounted professional fee budget of about **$710,000**, inclusive of an expense budget of $3,000 per rate application. Applying the 10% courtesy discount from the original proposal from November 14, 2025 and the additional tiered volume discounts from November 18, 2025 results in a total professional fee and expense budget of about **$629,000**. A summary of the new overall budget, and how it has evolved over the course of this RFP process, is provided in Figure 1.

Figure 1. Progression of the budget

	Original proposal (11/14/2025) with additional tiered discounts (11/18/2025)	Alternative proposal benchmarking (12/1/2025)	New proposal with TFP and (12/16/2025)
NSTAR Gas			
Phase I	$	[redacted]	

Phase II	$ [redacted]		
Total expenses	$		
Total	**$ 364,942.50**	**$ 218,722.50**	**$ 290,722.50**
CL&P			
Phase I	$ [redacted]		
Phase II	$		
Total expenses	$		
Total	**$ 473,926.00**	**$ 280,421.00**	**$ 419,696.00**
Total (Phase I & II)	$ [redacted]	[redacted]	$ [redacted]
Total with 10% courtesy discount	[redacted]	--	$ [redacted]
Total with additional, tiered volume discount	[redacted]	--	**$ 629,376.65**

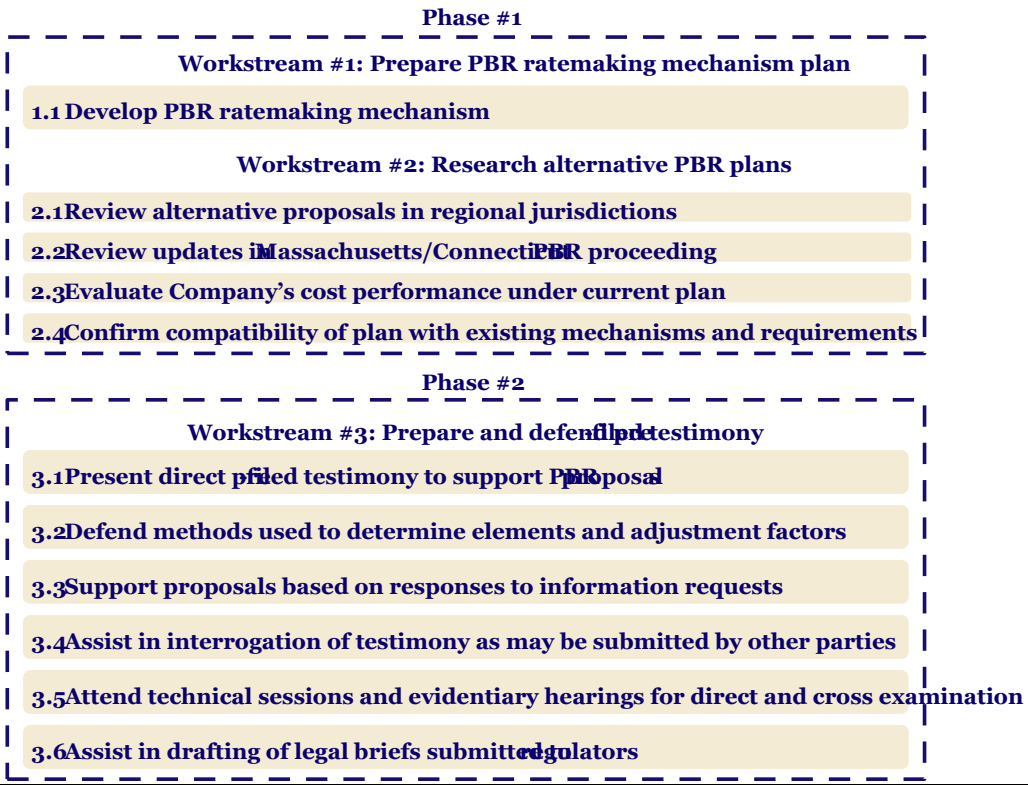
[redacted]

Ma. Cherrylin Trinidad
Director

2 Workplan

LEI to group the various tasks into three workstreams, as shown in Figure 1. Workstreams #1 and #2 will be worked on concurrently, with the work performed culminating in the direct pre-filed testimony in Workstream #3. These workstreams apply to both the NSTAR Gas and CL&P cases; the difference lies in the timing given the different filing dates envisioned by Eversource for its two affiliates.

Figure 1. Proposed tasks under each workstream



2.1 Workstream #1: Prepare a PBR ratemaking plan

Workstream #1 consists of one task, which is developing the PBR ratemaking plans that will be filed to the Massachusetts and Connecticut regulators.

2.1.1 Designing the PBR ratemaking plan

LEI has provided reliable testimony backed by strong empirical evidence. LEI is also at the forefront of understanding the most pertinent issues as well as evolutions that are both regulatory and market in nature that concern distribution utilities, as well as potential opportunities that these issues may present in the future. LEI will be able to prepare PBR policy testimony supporting each Company's PBR proposal and how these proposals work better to align the interests of customers, regulators, and shareholders. This will not only include underlying principles and general benefits to customers of PBR but also specific benefits of the Companies' proposed PBR plans. Combined with LEI's knowledge of global developments in PBR regimes in the US, Canada, and

across jurisdictions globally, LEI will be able to utilize and incorporate utility industry trends in its PBR policy testimony for NSTAR Gas/CL&P.

Generally, a well-designed PBR plan is consistent and has a clearly delineated, challenging, yet also achievable value proposition that focuses on cost efficiency and reliability. The PBR plan also needs to show that the formula and selected components create a "win-win" solution, where both the interests of customers and the utilities are considered and balanced against each other. Moreover, the PBR plan should be able to demonstrate that it is consistent with recent industry trends and is appropriate given current business conditions. This can be done by backing up the submission with discussions of economic theory and real-world experiences, such as reference to recent productivity trends in the market and regulatory developments in other jurisdictions. Lastly, the plan should highlight the Company's success stories—to show what the Company has done and what it will continue to do. This can be done through case study examples or "business cases." An econometric benchmarking study will be especially useful in this regard.

There are various components of PBR; determining the individual components right for the Company requires careful consideration and must also be viewed holistically. This is because the choice of one parameter may influence the selection of other components. For example, the X factor is not independent of the inflation factor because an inflation index using macroeconomic output-based measures must take some level of productivity gains into account. LEI understands the language of PBR and can clearly articulate these important considerations and provide supporting evidence. LEI also has years of experience working with Eversource and its outside counsel—we also have a firm grasp of the language that Eversource prefers to use in its filings and the concerns it has when filing cases to the Massachusetts and Connecticut regulators.

It is critical to consider not just appropriate component parameters but also their interaction in combination. For example, an earnings sharing mechanism ("ESM") may dampen the incentive for efficiency improvements by sharing savings achieved by the utility with customers. The term of the PBR regime should also be considered in light of the X factor. Utilities generally prefer PBR terms that align with their perceived ability to perform vis-à-vis the X factor. For example, a well performing utility may prefer a longer term that provides a longer potential period over which to reap the "rewards" of efficiency. In contrast, utilities that are not confident about achieving their productivity targets may view a shorter period as a lower risk proposition. In this regard, the Massachusetts and Connecticut PBR plans are likely to differ.

LEI will provide guidance with regards to the potential implications (including financial) of different PBR rate case elements on the Company and how to put together a compelling rate case filing. LEI has assisted several utilities in identifying potential PBR components to include in their regulatory and ratemaking regimes. Generally, PBR components include choice of an inflation factor, X factor, treatment of certain capital expenditures (discussed separately below), performance standards, ESMs, the treatment of unforeseen and exogenous events (using exogenous factors or triggers), length of the regulatory period, and the triggers for an "exit" or "off ramp." We will also provide our input on the PBR components that NSTAR Gas/CL&P may already be considering—as we did when we worked with Yankee Gas.

LEI has extensive accumulated experience with PBR applications across North America, as well as with the treatment of distributed networks. LEI also specifically has experience working on PBR development together with Eversource in both Massachusetts and Connecticut. LEI has assisted utilities in determining the appropriate components of PBR, including rebasing applications for the end of the PBR term. As such, LEI would be qualified to guide and support Eversource in developing the PBR components as well as other PBR elements such as capital trackers and risk-mitigation mechanisms.

2.2 Workstream #2: Research alternative PBR plans

LEI to perform four tasks under Workstream #2. These tasks include reviewing alternative proposals in regional jurisdictions for requirements and precedents of PBR plans, reviewing PBR developments in Massachusetts and

Connecticut, evaluating the cost performance of NSTAR Gas/CL&P under their current respective rate plans, and confirming the compatibility of LEI's PBR proposals with existing mechanisms and requirements of Eversource's existing recovery mechanisms.

LEI will review the PBR proceedings in Massachusetts and Connecticut to understand PBR precedent given to date by the MA DPU/ PURA for the states' utilities.[4] LEI will also research other jurisdictions in ISO-NE (Maine, New Hampshire, and Vermont, and/or Massachusetts and Connecticut, if LEI is only chosen to support Eversource on one of the two rate cases) to determine alternative PBR plans and precedent that have arisen from recent rate case proceedings and decisions. These rate case proceedings will encompass both electric and gas utilities. If requested, LEI may reach further out than the New England states for this jurisdictional overview.

LEI will also evaluate the cost performance of NSTAR Gas/CL&P under their current plans and confirm the compatibility of LEI's PBR proposals with existing mechanisms and requirements of Eversource's existing recovery mechanism.

2.3 Workstream #3: Prepare and defend pre-filed testimony

LEI offers six tasks under Workstream #3. These tasks include presenting direct pre-filed testimony to support LEI's PBR proposal, defending the methods used to determine elements and adjustment factors in the testimonies, defending the PBR proposals as information requests get filed by the regulator and other parties, assisting Eversource in the interrogation of testimony as may be submitted by other parties, attending technical sessions and evidentiary hearings for direct and cross examination of the proposals, and assisting in drafting of legal briefs. This Workstream would follow Workstreams #1 and #2, as those Workstreams will culminate in LEI's PBR ratemaking mechanism proposals in preparation of the pre-filed testimonies.

2.3.1 First two tasks: Present direct pre-filed testimony to support LEI's PBR proposals that defend the methods used to determine elements and adjustment factors in such testimonies

LEI will draft the pre-filed testimonies that will support the overall alternative ratemaking proposals and defend the approaches used to determine any proposed elements or adjustment

factors to the existing PBR regimes. In addition to the scope of work described in the previous sections, LEI will prepare testimony in support of the merits of NSTAR Gas's/CL&P's PBR proposals, highlighting factors including (but not necessarily limited to):

- core economic rationales for and general benefits to customers from PBR;
- financial incentive properties of the Company's PBR proposals and its anticipated benefits for customers;

[4] Given LEI's intimate understanding of the revenue adjustment reopener in Docket No. 21-05-15RE01, LEI would spend the majority of its time familiarizing itself with the decisions made in the performance mechanisms (Docket No. 21-05-15RE02) and distribution system planning (Docket No. 21-05-15RE03) reopeners. LEI is also monitoring the docket for the final decision in Docket No. 21-05-15RE01 on the revenue adjustment mechanism. PURA has neither updated its calendar nor provided any indication of when the final decision will be issued. However, since the Yankee Gas decision was issued recently (November 5, 2025), LEI assumes that the revenue adjustment mechanism decision should be issued relatively soon.

- consistency of the Company's PBR proposals with best practices precedent as well as state energy policy goals; and
- utility industry trends and developments in PBR, including its evolution in the US, Canada, and other relevant or applicable jurisdictions.

In the testimonies, LEI will provide expert opinion on the overall development of the productivity factor, its interaction with the PBR frameworks proposed, as well as analyses and common issues associated with productivity factors. LEI's suggestions with respect to other PBR elements (for example, a K-bar or other capital funding mechanism, if applicable) will likewise be included in its direct testimonies.

These testimonies will cover how the Company's proposals work to better align the interests of customers, the regulator, and shareholders. This will not only include underlying general principles and general benefits of PBR to customers but also the benefits of the Company's proposed PBR plans. This will be combined with LEI's knowledge of utility industry trends and global developments in PBR regimes in the US, Canada, and other global jurisdictions.

LEI's depth of knowledge makes its team members highly credible witnesses, and thus qualified to provide complete and comprehensible briefings to counsel as they prepare their cases. LEI testimony and litigation consulting is supported by a suite of proprietary quantitative models and the firm's ability to construct intricate and accurate financial models quickly. LEI Principals AJ Goulding and Julia Frayer have served as expert witnesses on behalf of utilities, speaking on the findings of LEI's productivity and benchmarking studies before the Massachusetts DPU, the Ontario Energy Board, the Alberta Utilities Commission, the Nova Scotia Utility and Review Board, as well as regulators in other jurisdictions.

LEI has decades of experience providing reliable testimony backed by strong empirical evidence. LEI is also at the forefront of understanding the most pertinent issues and current evolutions of the market that concern distribution utilities, as well as potential opportunities that these issues may present in the future.

2.3.2 Support the proposal during information requests from the regulator and other parties

As part of the hearing process, LEI is willing and able to provide NSTAR Gas and CL&P support on discovery and information requests. In doing so, LEI will prepare any responses required to interrogatories and information/data requests from regulatory staff, as well as from interveners, on the studies performed, the proposed productivity factors, the precedent of I-X in other jurisdictions, and any new or innovative PBR elements being proposed by the Company in its filings. LEI will also support the Company in drafting interrogatory requests for other experts, to the extent that any intervenor in the case retains other experts and they file testimony opposing the PBR plans.

2.3.3 Assist NSTAR Gas and CL&P in the interrogation of testimony as may be submitted by other parties

As part of the hearing process, in addition to drafting direct testimony on the Company's PBR proposals, TFP and benchmarking studies (if applicable—see optional tasks in Section 2.4), as well as on broader issues related to PBR (as required by the Company), LEI will also review materials submitted by other parties' expert witnesses (if any) and prepare rebuttal testimony as needed. LEI is equipped to produce said rebuttal testimony supporting the proposed productivity factors, study results, proposed PBR plans, and other documentation or topics stemming from the scope of work specified in this RFP.

2.3.4 Attend technical sessions and evidentiary hearings for direct and cross examination of the proposals and assist in drafting legal briefs submitted to the regulators

Following the conclusion of the hearing(s), LEI proposes its support to Eversource counsel in the preparation of initial and reply briefs. Within the scope of this task, LEI will draw on its extensive experience in the preparation of PBR plans as well as TFP, benchmarking, and other quantitative studies (if any) to distill the key points underpinning the relevant methodologies applied and final results. Over the course of this task, LEI will also comprehensively address the shortcomings of filed opposing testimony, citing regulatory precedent where applicable and considering the context of productivity studies and PBR elements for distribution utilities. In addition, LEI will apply its extensive expertise in PBR to provide support in the preparation of briefs on other elements of Eversource's applications.

2.3.5 Assist in the drafting of legal briefs

LEI can provide support for drafting briefs, as needed, based on the findings from the previous phases of work. LEI will provide redline review of briefs and/or draft materials for use in briefs, if requested.
Within the scope of this task, LEI will draw on its extensive experience and will also comprehensively address the shortcomings of filed opposing testimony, citing regulatory precedent where applicable and considering the context of alternative project design.

2.4 Optional tasks: TFP and benchmarking studies

The RFP is not explicit about Eversource's interest in pursuing TFP and benchmarking studies for inclusion in its rate case applications. In the context of the Massachusetts rate case, an indicative completion date of Q4 2025 for this work leaves very little time for TFP and benchmarking studies. In the Connecticut context specifically, it remains unclear what direction PURA will give its electric utilities in terms of developing their PBR plans. Over the course of the proceeding, PURA showed little interest in having TFP or cost benchmarking studies conducted to inform the setting of key PBR components. Nevertheless, these empirical, quantitative studies are critical in establishing an evidence-based PBR framework. Thus, if at any point during the proceedings NSTAR Gas and CL&P would be interested in such analysis, and if the regulatory environments are open to such analysis, LEI can prepare both TFP and cost-benchmarking studies.

Despite the very quick turnaround for the NSTAR Gas work, LEI believes that it could still produce both studies for the Company. Namely, LEI would use the TFP study from the Yankee Gas rate case as the base for the NSTAR Gas study. Given that the study was prepared in 2024, LEI would only need to update the study with a year's worth of data to obtain fresh TFP results. LEI would also use the Yankee Gas testimony as the base for the NSTAR Gas testimony, which would help cut the amount of time required to complete the tasks required by the RFP. Though LEI began working on a benchmarking study for Yankee Gas, that work, at the direction of the Company, was not reflected in any testimony. As such, LEI would need more time to prepare the benchmarking study.

In the case of Connecticut, PURA's intention for the first generation of PBR in the state is still in limbo. Regardless of what PURA decides, LEI believes that it would still be useful for CL&P to produce TFP and benchmarking studies. Even if PURA mandates a 0% X factor, the TFP study, complemented by the benchmarking study, will allow CL&P to either advocate for a revised X factor or for other PBR components that will provide more sustainable outcomes for both the utility and ratepayers. LEI also notes that stakeholders to the PBR proceeding in Connecticut expressed interest in reviewing and discussing TFP study results. Thus, LEI believes that quantitative analysis would greatly support the CL&P base distribution rate case filing. Given the estimated delivery date of mid-May 2026, LEI would have sufficient time to conduct all the required studies, in addition to drafting the testimonies.

2.4.1 Prepare the index-based TFP study

TFP analysis is an essential tool for designing and implementing incentive ratemaking regimes, specifically I-X formulaic-based rate designs. Productivity is measured based on the ratio of outputs to inputs, where input and output indices are constructed using both quantities and prices of inputs and outputs. As such, TFP studies typically look at *changes* in historical productivity/performance over time for a group of firms in a specific sector. The trends are then used as empirical evidence for understanding the level of productivity growth that could be expected in the future, assuming the firm and industry are in a steady state. This could inform the regulator in the choice of an acceptable rate trajectory—for example, an explicit or implicit X. Given its relative simplicity and robustness, it is often employed for ratemaking or regulatory purposes. LEI would prepare the TFP study (or studies) in line with industry best practice.

TFP analyses differ from benchmarking studies (discussed in Section 2.4.2), which look at *absolute* or *relative* levels of efficiency at a specific point in time or over time by comparing different snapshots of productivity. An industry TFP involves careful consideration of three study dimensions: selection of methodology, selection of input and output measures (and techniques), and identification of industry peers. Data must be compiled for all peers, across all inputs and outputs, for a sufficiently long timeframe to capture average trends. That said, some of the data compiled for an industry TFP analysis can be used for benchmarking.

Furthermore, TFP analysis helps utilities understand whether the efficiency of resource utilization is improving. The way regulators usually use TFP analysis includes:

- establishing how utility productivity is changing over time;
- comparing historical performance of utilities, spotting anomalies in data, and flagging them for further analysis;
- including findings in detailed performance reports to highlight poor performance; and
- for incentive ratemaking regulations, such as in setting the productivity target.

2.4.2 Preparing the cost benchmarking study

Benchmarking is a methodological approach to measuring and comparing a firm's performance to either the firm's own historical performance or the performance of peers at a given point in time. Regulators routinely want to see such studies in order to get comfortable with cost of service ("COS") calculations, which serve as the "starting" or "going in" ("test year") rates under a PBR regime. Benchmarking involves choosing one or more evaluative parameter(s) to assess *actual* performance or *relative* efficiency levels. Among other factors, it helps identify potential adjustments to a PBR regime, such as the introduction of stretch factors to the calculated X factor. It is a vital tool for companies and regulators to better understand future opportunities for productivity improvement, and therefore benchmarking analysis is commonly conducted when setting a PBR regime.

Benchmarking studies require significant amounts of analytical understanding and capabilities to be properly conducted. In this regard, LEI has extensive knowledge of the different approaches that can be applied to perform benchmarking studies. LEI is also well-aware of the overarching purpose of conducting these studies in the incentive ratemaking context: to help the utilities identify industry trends, performance goals, and opportunities for improvements. For ratemaking purposes, productivity studies serve as key evidence in filings and in setting productivity targets, while benchmarking studies can aid in setting stretch factors on said productivity targets.

What is benchmarking?

Benchmarking is defined as systematic use of data to assess relative performance. It involves choosing one or more evaluative parameters.

It can be self-referential against historical performance, or based on local, regional, or international peer groups. With respect to the latter, it is particularly important to select the right peers—peers that are comparable and face similar business conditions. A benchmarking analysis may be a snapshot in time or may address change over time. Overall, benchmarking can help recognize critical performance improvement opportunities.

Benchmarking may be conducted through econometric modeling, index based methodologies, index-econometric hybrids, or through linear programming that looks at outputs relative to inputs.

3 Timeline

The engagement will commence with a kick-off meeting with Eversource, a few days after the contract has been signed.

Deliverables for the NSTAR Gas rate application are expected to be ready as soon as possible, and as early as Q4 2025. LEI will accommodate whatever filing date the Company ultimately chooses, but would not be able to produce TFP and benchmarking results by then. If Eversource would be amendable to a slight adjustment to its schedule, LEI proposes to have all materials ready, inclusive of TFP and benchmarking results and testimonies, by the end of January 2026. In terms of the CL&P rate case application, deliverables are expected to be ready completed by May 18, 2026. LEI has sufficient time and resources to meet this desired deadline.

With respect to the work produced by LEI, LEI anticipates that the Company will review the draft and provide its comments within a week. LEI will then address the comments and incorporate the suggestions into the draft. LEI will provide the second draft a week after receiving feedback. Any delays in the Company's filing schedule will correspondingly shift LEI's proposed schedule.

LEI anticipates that after NSTAR Gas and CL&P have filed their respective rate cases, LEI will assist the Company in responding to data requests related to LEI's testimony. LEI will also review any relevant documents based on the schedule provided in the RFP. LEI will also prepare for the rebuttal testimony and testify at subsequent hearings. TFP and/or benchmarking studies—if required—can be conducted if and when Eversource gives the green light.

Given the very different timelines for these two rate cases, LEI provides two separate timelines. The NSTAR Gas timeline—shown in Figure 2—was developed to be as close to the RFP's target completion date as possible. LEI notes that this indicative schedule is a bit tight and hopes to have more time in preparing the direct testimony and evaluating the proposed PBR plan. This timeline assumes that LEI is able to begin its work prior to Thanksgiving. Were Eversource interested in TFP and benchmarking results, this timeline would need to be stretched out by two weeks, to the end of January. The CL&P timeline is provided in Figure 3.

In both schedules, minimal work is scheduled for the week of December 29th, as it is assumed that much of the LEI and Eversource teams will be out of office for the holidays. Both indicative schedules also only show the scope of work for Phase 1. LEI staff will be available as needed for Phase II. LEI notes that this indicative schedule will be discussed and updated during the kickoff meeting.

EXHIBIT G: Attachment G-1: Mutual Nondisclosure and Confidentiality Agreement

1. In connection with discussions between Eversource Energy Service Company ("**Eversource**") and London Economics International, 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, or Confidential Information that is required to be retained by the Receiving Party in order to comply with their internal compliance policies, professional responsibility requirements, or by law, including by stock exchange regulations or by governmental order,

decree, regulation, or rule; 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 two (2) 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 Sourcing Agent

Date: 01/09/2026

Company: London Economics International

Signature:

Print or Type Name: Ma. Cherrylin Trinidad

Title: Director

Date: 01/08/2026

Attachment G-2: Corporate Information Security Requirements

**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. 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.

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.
   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;

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, with the exception of regularly used subcontractors;

d. Insurance: See INSURANCE by Consultant in Terms and Conditions

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.

f. 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.

g. 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.

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 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.

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Towers Perrin

March 12, 2003

[redacted]
Human Resources Director – Benefits
Northeast Utilities
107 Selden Street
Berlin, Connecticut 06037

Dear Jean-Claude:

ENGAGEMENT OF TOWERS PERRIN FOR CONSULTING SERVICES

Following up on our recent discussions, this letter confirms the terms under which Northeast Utilities Systems ("NU" or "you") has engaged Towers Perrin ("we" or "us") to perform consulting services. Inasmuch as you and Towers Perrin contemplate an ongoing relationship and that you will, from time to time, engage us to perform various consulting assignments, we have agreed that it would be appropriate to establish a "master agreement" defining the terms applicable to any assignments that we undertake at your request. This will enable us to avoid repetitive discussion of contractual terms and conditions, and will facilitate our ability to respond quickly to your needs.

This agreement will not, by itself, authorize the performance of any services. Rather, specific assignments will be authorized by, and performance will commence on, our receipt of your written acceptance of a statement of work referencing this agreement ("Scope of Work").

In addition, work to be performed under this agreement may not include any of the following Towers Perrin services:

Towers Perrin

(a) Benefit administration services;
(b) Software use, support or development;
(c) Web development services or other services provided online (for example, TP Advantage, TP Communities);

Towers Perrin [redacted]

Tillinghast – Towers Perrin

(d) Reinsurance brokerage services;
(e) Consulting, actuarial or brokerage services involving mergers; acquisitions; divestitures; life, accident, and health statutory opinions; etc., if our work product is to be distributed to third parties;
(f) Services related to demutualizations;
(g) Services provided for you through an engagement with your outside counsel.

Any projects involving these categories of services will be the subject of a separate agreement containing appropriate terms and conditions.

Please review the letter and, unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of NU sign the enclosed copy and return it promptly to me.

1. **Services** -- Towers Perrin agrees to provide to your organization the consulting services ("Services"), which will be described in each Scope of Work document. Each Scope of Work is intended to identify as fully as possible the scope of the consulting services you have asked Towers Perrin to perform in connection with the particular project it covers, the deliverables we expect to produce, the time frames in which we will seek to perform and any specific location for the performance of our Services. A preliminary Scope of Work document covering our current services will be provided to you shortly.

2. **Timeliness** -- The time frames set forth in each Scope of Work represent our good faith estimate of the periods required to perform the Services, and we will diligently seek to meet them. Our estimate assumes that you will take, in a timely fashion, whatever actions you need to take to support our work.

3. **Standards of Performance** -- Towers Perrin will perform the Services in accordance with the following standards:

   — We will assign to our project team members of our staff who, in our judgment, have adequate education, training or experience to perform the tasks assigned to them.

   — Our Services will be performed in a professional manner.

— When working "on-site" at your premises, members of our project team will conduct themselves in accordance with your policies respecting the conduct of your own employees, provided that you communicate those policies in advance to our project manager.

— The work product we deliver to you in connection with the performance of the Services will not infringe any intellectual property right of any third party.

— For the duration of this agreement, Towers Perrin: (a) will comply with all material federal, state and local laws applicable to, and (b) will obtain from the appropriate public authorities all material registrations, permits and licenses required for, the conduct of our business operations in connection with this agreement.

4. **Fee and Payment** -- As we have discussed, compensation may be on a fixed fee and expenses basis or a time and expenses basis, based on the nature of the specific assignment. For each assignment, the Scope of Work will specify the applicable fee basis, the components of our charges, the invoicing process and our payment terms.

5. **Client Information** -- To enable us to perform our Services, you will promptly provide us with such direction, materials, information and access to your representatives as we reasonably request. Please note that we do not take responsibility for verifying the accuracy or completeness of information supplied to us by you or your representatives. If we receive inaccurate, incomplete or improperly formatted information, any additional time and expenses required to correct the information will be billed to you as additional services outside the Scope of Work.

6. **Nondisclosure** -- We agree to take reasonable precautions, including the same precautions we take to protect our own confidential information, to ensure that we do not disclose to any third party any information that you identify as confidential and disclose to us in the course of this engagement, about your business operations and employees, unless we first obtain your consent. Our obligations will not apply to any of the following: (a) information already known to Towers Perrin at the time of disclosure; (b) information in the public domain or available to the public; (c) information available to us from third parties without any nondisclosure obligation to you that is known to us; or (d) information independently developed by Towers Perrin. If any court or regulatory order or other service of legal process requires Towers Perrin to disclose information

Towers Perrin

covered by our confidentiality obligation, then we may make any disclosure required by law. We will provide you with prompt notice of any such order or process and cooperate with you, at your expense, in responding to it.

7. **Limitation of Liability** -- The liability of Towers Perrin, our affiliates, employees, actuaries, agents and brokers, whether arising in contract, tort (including negligence) or otherwise, in connection with any of the Services provided pursuant to a Scope of Work under this agreement, shall in no event exceed the total amount of the fees paid to us for the Services described in that Scope of Work.

   In no event shall Towers Perrin, our affiliates, employees, actuaries, agents and brokers, be liable to you for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to us in connection with the Services provided under this agreement.

8. **Audit** -- For the duration of a project described in a Scope of Work and a period of six months thereafter, you will have the right to review certain records relating to the charges paid for our Services related to that project. This right will not extend to any fixed fee component of our charges or to any Services performed more than two years prior to the date of your request for a review. If you exercise this right, we will make available such records as: (a) our financial systems can generate directly, and (b) we determine to be necessary to support the amounts charged to you by Towers Perrin. You agree to compensate us for time expended by our staff to facilitate the review and to reimburse us for any expenses incurred in connection with the review. You may exercise this right only once in any calendar year and you agree to limit the duration of the review to a reasonable period. The review must be conducted at mutually convenient times and locations and in a manner that does not disrupt our business operations. You agree to keep information disclosed to you in the course of the review confidential from all third parties, except for any third party participating in the review with our consent as described below.

   We understand that you may wish to engage a third party to assist you in conducting the review. No third party may participate in the review unless you obtain our prior consent and the third party enters into an appropriate confidentiality agreement with us. You understand that we will not consent to the

Towers Perrin

participation of any third party offering services or products that compete with our own.

9. **Work Product** -- The Services we perform, together with the work product we deliver to you, are provided for your internal use, solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You will own the copies of the work product delivered to you and have the right to use, reproduce and adapt it for internal purposes within your organization, once your obligations under this letter have been met. You will retain ownership of any information specific to your employees or business operations contained in our work product.

   We will retain all intellectual property rights (including patents, trade secrets and copyrights) in our work product, including derivative works of it, and may use it for any purpose.

10. **Term and Termination** --This agreement will become effective on the date of your signature ("Effective Date") and it will remain in effect until December 31 next following the one-year anniversary of the Effective Date. Thereafter, it will automatically renew for successive one-year terms until terminated as provided below. This agreement will govern the performance of the Services described in each Scope of Work issued under this agreement.

    Either party may terminate this agreement, or a project described in a Scope of Work, at any time by providing at least 30 days prior written notice to the other. Upon termination, you will be responsible for all direct expenses and charges accrued for Services performed up to the effective date of termination. In cases where we receive a fixed fee or a retainer, we will determine in consultation with you the portion of the fixed fee or a retainer earned to that date. The provisions entitled "Nondisclosure," "Limitation of Liability," "Work Product," and "Disputes/Waiver of Jury Trial" will survive termination.

11. **Insurance** -- During this engagement, Towers Perrin will maintain insurance policies relating to professional liability, workers' compensation and general liability in such amounts as we determine to be appropriate for our business activities.

Towers Perrin [redacted]

12. **Independent Contractor** -- All of the Services provided by Towers Perrin will be rendered in our capacity as an independent contractor. None of the terms set forth in this letter agreement will be interpreted to create any agency, master-servant, employment or any other relationship between you and Towers Perrin or any of our employees. Towers Perrin will determine the time, place and manner in which the Services are performed. We do not accept any fiduciary or trust responsibilities in connection with the performance of the Services.

13. **Disputes/Waiver of Jury Trial** -- The parties agree that they will work in good faith to resolve any disputes arising under this agreement. If a dispute cannot be resolved by the parties, the matter will be submitted to nonbinding mediation before the parties pursue any other remedies.

    The parties hereby waive their respective rights to trial by jury of any claim or cause of action arising out of or in any way connected with this agreement or the Services performed thereunder.

14. **General** -- This letter sets forth the entire agreement between you and Towers Perrin concerning the subject matter hereof and replaces and supersedes all other agreements of any kind in relation to the Services. Any amendment of it must be in writing and signed by both parties. If any provision set forth in this agreement is invalid or unenforceable under any law, the provision will be enforced to the extent permitted by law. Neither party will be responsible for any delay or failure in the performance of its duties caused by forces or events beyond its reasonable control. Neither party may assign any rights set forth in this agreement to any third party without the other's written consent. The validity and interpretation of the provisions of this agreement will be governed by the laws of Massachusetts, without regard to any provisions governing conflict of laws, and both parties agree that the exclusive jurisdiction and the proper venue for any action brought hereunder will be the courts of that state or the federal courts sitting there.

Towers Perrin [redacted]

Please review this letter and, unless you have any questions or concerns we need to address, indicate your acceptance by having an appropriate representative of NU sign the enclosed copy and return it promptly to me.

TOWERS PERRIN

By: [signature]
Paul J. Matthews
Principal

Accepted and agreed:

NORTHEAST UTILITIES SYSTEM

By: [redacted]

Print Name [redacted]

Print Title: HR DIRECTOR - BENEFITS

Date: April 23, 2003

WTW MPA Contract No. 00017267

Willis Towers Watson

MASTER PROGRAM AGREEMENT

This Master Program Agreement, effective as of September 2, 2026 (the "Agreement Effective Date") is made by and between **EVERSOURCE ENERGY SERVICE COMPANY**, a Connecticut Corporation ("Client"), and **TOWERS WATSON DELAWARE INC.**, on behalf of itself and its subsidiaries and affiliates, a Delaware corporation ("Willis Towers Watson"). This Master Program Agreement should be read in connection with all attached Statements of Work (including any exhibits and schedules thereto) (each a "Statement of Work" and together with this Master Program Agreement, this "Agreement"), and each such Statement of Work shall be incorporated herein. For the avoidance of doubt, to the extent any terms in a Statement of Work are inconsistent with any terms in this Master Program Agreement, the Statement of Work shall govern. By signing a Statement of Work, each of the Parties agrees to be bound by the terms of such Statement of Work and this Master Program Agreement.

- Willis Towers Watson, through its duly licensed insurance agency subsidiary, Extend Insurance Services LLC, and its Affiliates, is licensed pursuant to all Applicable Laws to provide access to its Program to Client and to deliver the services contemplated herein;
- Client desires to engage Willis Towers Watson to provide its Eligible Individuals access to the Program and to provide the services contemplated herein; and
- The group health coverage of the individuals who are Eligible Individuals as of the Program Effective Date shall terminate immediately prior to the Program Effective Date and the group health coverage of individuals who become Eligible Individuals after the Program Effective Date shall terminate when they become Eligible Individuals, and Willis Towers Watson, through providing access to the Program and by providing the other services set forth herein, shall assist such Eligible Individuals in enrolling in a suitable individual Product.

In consideration of the mutual promises and covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, controls, or is controlled by or is under control with such first Person.

"**Applicable Law**" means any applicable federal, state or local order, law, statute, regulation, rule, ordinance, writ, injunction, directive, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Authority applicable to the Parties.

"**Call Center**" has the meaning set forth in Section 3.2.

"**Claims**" has the meaning set forth in Section 6.1.

"**Client Indemnified Person**" has the meaning set forth in Section 6.1.

"**CMS**" has the meaning set forth in Section 4.2(b).

"**Confidential Information**" has the meaning set forth in Section 5.1.

"**Damages**" has the meaning set forth in Section 6.1.

"**Electronic Transaction Rule**" has the meaning set forth in Section 4.2(f).

"**Eligibility File**" means the electronic file of all applicable data related to the Eligible Individuals in a format specified by Willis Towers Watson.

"**Eligible Individual**" means (i) a retiree of Client or Client's Affiliate that is Medicare eligible and is transitioning from a group health plan and (ii) any other class of persons mutually agreed upon by Willis Towers Watson and Client, each as may be more specifically identified in a Statement of Work to this Agreement. (e.g. Eligible Households includes Eligible Individuals of a household).

"**Force Majeure Occurrence**" has the meaning set forth in Section 7.12.

"**Governmental Authority**" means any federal, regional, state, local executive, legislative, judicial, regulatory, legal or administrative agency, court, commission, department, taxing authority, or other authority thereof having jurisdiction over the Parties or this Agreement.

"**Indemnification Notice**" has the meaning set forth in Section 6.4.

"**Indemnified Party**" has the meaning set forth in Section 6.4.

"**Indemnifying Party**" has the meaning set forth in Section 6.4.

"**Initial Term**" has the meaning set forth in Section 2.1.

"**Intellectual Property**" has the meaning set forth in Section 3.4.

"**Party**" means Willis Towers Watson or Client, as applicable.

"**Person**" means an individual or a corporation, partnership, limited liability company, association, trust, or any other entity or organization, including a Governmental Authority.

"**Products**" has the meaning set forth in the Statement of Work.

"**Program**" means a health benefit program offered by Willis Towers Watson, which provides access to the Products, as more specifically defined in each Statement of Work.

"**Program Effective Date**" means the date set forth in the appropriate Statement of Work.

"**Related Persons**" has the meaning set forth in Section 6.3(a).

"**Renewal Term**" has the meaning set forth in Section 2.2(b).

"**Term**" has the meaning set forth in Section 2.2(b).

"**Willis Towers Watson Indemnified Person**" has the meaning set forth in Section 6.2.

2. TERM AND TERMINATION

Section 2.1 Term. The term of this Agreement shall commence on the Agreement Effective Date and shall continue in effect until the date that is three (3) years after the latest Program Effective Date specified on any Statement of Work (such period, the "Initial Term") unless terminated pursuant to the provisions of this Agreement. Thereafter, this Agreement shall renew for successive one year terms (each, a "Renewal Term") unless terminated as provided herein. The Initial Term and any Renewal Terms shall be collectively the "Term."

Section 2.2 Termination. This Agreement may be terminated as follows:

(a) immediately by the mutual written consent of Willis Towers Watson and Client;

(b) by either Party at the end of the Initial Term, if such Party notifies the other Party in writing at least ninety (90) days prior to the end of the Initial Term; and for any Renewal Term if Client notifies Willis Towers Watson in writing at least ninety (90) days prior to the effective termination date. In addition, for termination by Willis Towers Watson during any Renewal Term, Willis Towers Watson shall provide Client with a minimum prior notice of not less than six (6) months prior to the effective date of any termination to allow Client time to obtain and transition to a replacement service provider. Upon request from Client, Willis Towers Watson shall continue to administer claims for expenses incurred in the plan year in which the Agreement is terminated in the manner described in the Agreement and pursuant to the Run-Out Period set forth in the applicable Statement of Work.

(c) by either Party hereto after thirty (30) days written notice of termination to the other Party of a material breach by such other Party of any provision of this Agreement, unless such other Party cures such material breach within the thirty (30) day period following such other Party's receipt of such notice; or

(d) by either Party hereto upon its delivery of written notice of termination to the other Party upon the voluntary or involuntary filing against the other Party of any petition under any federal or state bankruptcy, receivership, liquidation, rehabilitation, administrative supervision or similar law, which is not dismissed within ninety (90) days after filing.

Section 2.3 Effect of Termination. Upon termination of this Agreement, neither Party shall be liable for any other costs, expenses, damages or claims of any sort resulting from termination of this Agreement, including any damages for lost or prospective profits.

3. SERVICES AND PAYMENT TERMS

Section 3.1 Communication of the Program. Client shall communicate the availability of the Program to all Eligible Individuals at least ninety (90) days prior to the Program Effective Date. Thereafter, Willis Towers Watson shall communicate the enrollment period prior to the commencement of such period and provide access to the Program to the Eligible Individuals via direct mail using the Communication Materials identified in each applicable Statement of Work, inbound and outbound telephone calls, and any other manner mutually agreed upon by the Parties. The Parties may mutually agree upon other or additional communications and related expenditures.

Section 3.2 Call Center and Background Screening. As part of the Program, Willis Towers Watson shall establish, maintain and operate a call center, with knowledgeable, trained and English-speaking agents (the "Call Center") and translation services available and to be provided as requested, in accordance with this Agreement. Willis Towers Watson's Benefit Advisors must meet all background screening requirements set forth by the carriers with whom they are individually appointed to sell and the states in which they are individually licensed. In addition, all Willis Towers Watson Benefit Advisors and enrollment Customer Service Representatives will be subject to the following background checks: Social Security Number

(SSN) trace and validation, criminal felony misdemeanor check, federal criminal check, National Sex Offender Registry check, health care sanctions check (OIG-LEIE, GSA-EPLS, DEA, FDA), motor vehicle records check, and credit check. Employees and any other persons performing services under this Agreement or any applicable Statement of Work that are accessing HRA Data and personal information of Eligible Individuals shall be screened and background checked in accordance with Willis Towers Watson's requirements, including at a minimum, Social Security Number (SSN) trace and validation, criminal felony misdemeanor check, federal criminal check. Willis Towers Watson shall limit access to SSNs to employees and any other persons performing services under this Agreement or any applicable Statement of Work only to an as-needed basis.

Section 3.3 Implementation Fee and Payment Terms. In consideration for the extensive implementation services provided by Willis Towers Watson, Client agrees to pay Willis Towers Watson an implementation fee for services rendered in accordance with the Agreement and the applicable Statement for Work, in the amount set forth in each Statement of Work. Willis Towers Watson will invoice Client for the implementation fee within thirty (30) days after the end of the month in which Client delivers the Eligibility File to Willis Towers Watson. All charges invoiced by Willis Towers Watson shall be in accordance with this Agreement and the terms for payment shall be "Net 30" from the date of receipt. All payments will be made in US Dollars. Client agrees to pay all undisputed amounts as they become due in accordance with the time frames set forth above. Any undisputed amount that remains unpaid by Client for more than thirty (30) days after its due date shall bear interest from its due date until paid at the lesser of one percent (1%) per month or the highest rate permitted by applicable law. If Client disputes any portion of an invoice, Client shall notify Willis Towers Watson of the portion of the invoice in dispute, and the Parties agree to use reasonable efforts to resolve such disputes as soon as possible within ninety (90) days after notification from Client. Willis Towers Watson agrees to provide full supporting documentation concerning any disputed amount to Client within thirty (30) days after receiving notice of dispute from Client. Client shall have no obligation during the 90-day period specified above to pay any amount that Client has reasonably disputed hereunder.

Section 3.4 Intellectual Property. Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any copyright, trademark, service marks, trade name, patents, color combination, insignia, logo, device or other proprietary rights ("Intellectual Property") owned or used by a Party is or is intended to be given or transferred to or acquired by the other Party by the execution, performance or nonperformance of this Agreement or any part of it; provided, however, that Client agrees to grant Willis Towers Watson a revocable, nontransferable, limited license to reasonably use Client's name and logo in Willis Towers Watson's marketing materials for purposes that are consistent with this Agreement and on Willis Towers Watson's client list. Each Party agrees that it shall in no way contest or deny the validity of, or the right to title of the other Party in or to such Intellectual Property and shall not encourage or assist others directly or indirectly to do so.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) It is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification.

(c) It has the power and authority to execute, deliver, and perform its obligations under, this Agreement. The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary action.

(d) This Agreement, upon execution, shall constitute a legal, valid and binding obligation of it enforceable against it in accordance with its terms.

(e) The execution, delivery and performance by it of, and the consummation of the transactions contemplated by, this Agreement do not and will not contravene or result in a default under its organizational documents, or any indenture, loan or credit agreement, lease, mortgage, security agreement, bond, note or other agreement or instrument binding on or affecting such Party or any of its properties.

(f) There is no action, suit or proceeding in respect of which it has been served or, to the best of its knowledge, which is pending or threatened, in each case, before or by any Governmental Authority (i) asserting the invalidity of this Agreement, or (ii) seeking to prevent the consummation of any of the transactions contemplated hereby.

(g) It has the absolute and unrestricted right and authority to grant the rights and licenses provided for herein as well as the right and authority to use the Intellectual Property in the way the other Party uses it in its marketing materials, which manner and usage shall be mutually agreed upon by the Parties.

(h) It shall comply with all Applicable Laws with respect to performance of its obligations under this Agreement.

Section 4.2 Covenants.

(a) Client shall terminate or prepare all necessary amendments to its group health plan offerings to transition Eligible Individuals off of their existing group plan prior to the Program Effective Date.

(b) If required, in order to ensure a smooth transition of the Eligible Individuals from their existing group health plans to individual plans, Client shall notify, or cause to be notified, the Centers for Medicare & Medicaid Services ("CMS"), at least one hundred twenty (120) days prior to the Program Effective Date, of the change in creditable coverage status that arises from the transition of the Eligible Individuals from their existing group health plan offerings on the Program Effective Date. If required, Client shall also notify CMS at least one hundred twenty (120) days prior to the transition of any Eligible Individuals from their existing group health plan offerings who age-in subsequent to the Program Effective Date. Such notification may be satisfied by submitting a "Retiree Drug Subsidy" application to CMS, which shall exclude from the list of "covered" individuals the names of the Eligible Individuals who are to transition to individual plans on the Program Effective Date.

(c) Client shall deliver all retiree Eligibility Files at least one hundred fifty (150) days prior to the applicable Program Effective Date for such retiree population.

(d) The Products consist of individual policies of insurance and are not group policies or plans under Applicable Law.

(e) In regards to implementation of the Program and any contacts with Eligible Individuals regarding the transition from Client's group health plan to an individual Product, Client hereby designates Willis Towers Watson as Client's designee for such contacts. Any such contacts by Willis Towers Watson with Eligible Individuals with respect to the Program shall be on behalf of Client, as Client's designee.

(f) Electronic transmissions between Willis Towers Watson and Client are intended to be exempt from the requirements applicable to the standards for electronic transactions set forth in 45 CFR Part 160, Subpart A, and Part 162, Subpart A and Subparts I through R (the "Electronic Transaction Rule"). Client hereby represents that Client (either directly or through its designated agent) will transmit to, and receive all electronic transmissions from, Willis Towers Watson, relating to – (i) enrollment and disenrollment information and (ii) premium payment information in Client's capacity as an employer and not an administrator or other representative of Client's group health plan.

Section 4.3 Services Warranty.

(a) Willis Towers Watson warrants that any Services performed or provided by, through, or on behalf of Willis Towers Watson as part of or in connection with the Agreement shall be performed by resources who are qualified and competent and whose recommendations, guidance and performance reflect knowledge, judgment, and performance in accordance with the industry standards applicable to such Services; and (ii) comply with the requirements of the Agreement and to any and all provisions of any and all applicable laws.

(b) If Client determines that any portion of the Services performed by, through, and/or on behalf of Willis Towers Watson fails to comply with the warranties set forth above, or if a defect or error is discovered in any such Services, Willis Towers Watson shall, at its sole cost and at Client's option, correctly re-perform such Services or correct the defect or error in the information.

(c) Information Warranty. Willis Towers Watson warrants that it has the full legal right to use the information furnished by it pursuant to the Agreement.

(d) Implementation and Retiree Enrollment Services Completion Warranty. Subject to and conditioned upon Client's timely performance of its obligations under the Agreement, Willis Towers Watson warrants that it shall perform implementation and retiree enrollment Services in accordance with the mutually agreed upon implementation project plan, which may be adjusted from time to time as agreed by the Parties. If the Services fall behind schedule due to causes attributable to Willis Towers Watson or Willis Towers Watson resources, Willis Towers Watson shall, at its sole cost and expense, use commercially reasonable efforts to restore the Services to schedule, which may include but not limited to the following measures: placing Willis Towers Watson resources on extended working hours; assigning additional personnel to the perform Services, or prioritizing Willis Towers Watson's resources to ensure that the Services are performed and completed according to the agreed upon schedule.

5. CONFIDENTIALITY

Section 5.1 Confidential Information. The Parties agree that the contents of this Agreement and all written or oral information and documents and materials relating to the Parties or to this Agreement and which are given or disclosed to one Party by the other Party or received by Willis Towers Watson from Eligible Individuals or their respective dependents or those with legal authorized to take actions on behalf of Eligible Individuals in connection with this Agreement shall be confidential ("Confidential Information"). Each Party's respective Confidential Information shall remain its sole and exclusive property and shall be managed by the Parties in accordance with applicable laws and regulations. Any information received by Willis Towers Watson from Eligible Individuals shall be

deemed Confidential Information of those Eligible Individuals and not the Confidential Information of Willis Towers Watson but shall be managed by Willis Towers Watson as part of the Services that are being performed for Client in accordance with Agreement requirements for Personal Data (See Section 6.4).

Section 5.2 Disclosure of Confidential Information.

(a) Each Party agrees that throughout the Initial Term, and any Renewal Term, and continuing for a period of three (3) years after termination or expiration of this Agreement, provided that the obligations of confidentiality and non-use set forth herein shall survive until such time as such Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of recipient so long as such information is under the recipient's control excepting any personal information or any personal health information received by Willis Towers Watson from Client or Eligible Individuals or any authorized agents thereof, for which confidentiality by Willis Towers Watson shall continue so long as such information is under Willis Tower Watson's control, each Party will (i) maintain the confidentiality of the Confidential Information and not disclose it to any Person, except as authorized by the original disclosing Party in writing or permitted herein; (ii) restrict disclosure of Confidential Information only to employees and agents who have a "need to know" in order for the Party to perform its obligations under this Agreement and who agree to be bound to the confidential obligations hereunder; (iii) use Confidential Information only for the purpose of performing, and, to the extent necessary, to fulfill, its respective obligations under this Agreement; and (iv) promptly notify the other Party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information, if feasible, and prevent further unauthorized actions or breaches of this Agreement. No use of any Confidential Information is permitted except as expressly provided herein.

(b) Notwithstanding anything to the contrary herein, the receiving Party has no obligation to preserve the confidentiality of any information (and such information shall not be considered Confidential Information) that is (i) previously known, or received rightfully by the receiving Party without any obligation to keep it confidential, (ii) distributed to the receiving Party by the disclosing Party without restriction, (iii) publicly available other than by unauthorized disclosure by the receiving Party, or (iv) independently developed by the receiving Party. In addition, the receiving Party may disclose Confidential Information to any person lawfully demanding Confidential Information pursuant to appropriate judicial or administrative process, provided that the receiving Party provides sufficient prior written notice of the demand, to the extent practicable, to allow the disclosing Party a reasonable opportunity to object to the scope or terms of the demand or obtain a protective order. If disclosure ultimately is required, the receiving Party shall disclose only the Confidential Information specifically required and only to the extent required to do so, and the receiving Party otherwise continues to maintain confidentiality after the required disclosure (except to the extent such information ceases to be Confidential Information pursuant to the preceding sentence).

Section 5.3 Return or Transfer of Confidential Information. Upon receipt of the disclosing Party's written request, the receiving Party shall return or destroy all Confidential Information provided by the disclosing Party, along with all copies and portions thereof, and provide certification to the disclosing Part of such return or destruction. Notwithstanding the foregoing, each Party may retain copies of Confidential Information pursuant to legal requirements, and any such retained Confidential Information will be subject to the confidentiality restrictions set forth in this Agreement until the Confidential Information is returned or destroyed. In the event of termination of all or a part of the services provided by Willis Towers Watson, Client may also request that Confidential Information of Eligible Individuals be transferred to another service provider. Pursuant to the run out services, if any, set forth in an applicable Statement of Work, Willis Towers Watson shall transmit all such information once in Willis Towers Watson's standard CSV format or such other commercially reasonable format as mutually agreed upon by the parties subject to a confidentiality agreement containing terms comparable to those set forth in this Agreement.

Section 5.4 Remedies. The Parties shall be entitled to all remedies available at law or equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, however, that all monetary damages shall be limited to actual direct damages.

6. INDEMNIFICATION AND LIABILITY

Section 6.1 Indemnification by Willis Towers Watson. Willis Towers Watson shall indemnify and defend Client, its Affiliates and their respective directors, officers, employees and agents (each, a "Client Indemnified Person") against, and hold each Client Indemnified Person harmless from, any loss, liability, damage, cost or expense (including reasonable fees and expenses of counsel) (collectively, "Damages") resulting from or arising out of any and all third party claims, demands, losses, actions, suits, proceedings, judgments, damages, fines, penalties, assessments, interest, costs, expenses, or liabilities (collectively, "Claims") which may be brought by or made against any Client Indemnified Person in connection with or related to Willis Towers Watson's or any of Willis Towers Watson's employees' (a) material breach of this Agreement, (b) gross negligence, or (c) violation of Applicable Law. Willis Towers Watson's indemnity obligations under this Section 6.1 shall not apply to any Damages to the extent such Damages are found to have been

caused by or resulting from the negligence or willful misconduct of any Client Indemnified Person.

Section 6.2 Indemnification by Client. Client shall indemnify and defend Willis Towers Watson, its Affiliates and their respective directors, officers, employees and agents (each, an "Willis Towers Watson Indemnified Person") from and against any and all Damages resulting from or arising out of any Claims which may be brought by or made against any Willis Towers Watson Indemnified Person in connection with or related to Client's or any of Client's employees' (a) material breach of this Agreement, (b) gross negligence, or (c) violation of Applicable Law. Client's indemnity obligations under this Section 6.2 shall not apply to any Damages to the extent such Damages are found to have been caused by or resulting from the negligence or willful misconduct of any Willis Towers Watson Indemnified Person.

Section 6.3 Limitation of Liability.

(a) The aggregate liability of each Party and its employees, directors, officers, agents and subcontractors (the "Related Persons") to the other Party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any losses arising from or in any way connected with Willis Towers Watson's services shall not exceed in the aggregate the greater of (i) $100,000 or (ii) the total amount of the fees paid to Willis Towers Watson for the services provided pursuant to the applicable Statement of Work during any 12-month period beginning with the commencement of such Statement of Work, unless otherwise agreed in writing provided however, that nothing in this Agreement shall exclude or limit the liability of a Party or its Related Persons in the case of: (A) death or personal injury resulting from a Party's or its Related Person's negligence; (B) willful misconduct; (C) fraud; (D) breach of personal or personal health information and liability described under Section 6.4; or (E) other liability to the extent that the same may not be excluded or limited as a matter of law.

(b) Where a Party is jointly liable with another Person to the other Party, such Party shall to the extent permitted by law only be liable for those losses that correspond directly with such Party's share of responsibility for the losses in question.

Section 6.4 Collection And Use Of Personal Data Notwithstanding anything to the contrary set forth in the Agreement, including without limitation, any limitations or caps on liabilities, in the event of any conflict between the provisions of the Agreement and the provisions set forth in this Section 6.4, the provisions in this Section shall govern intellectual property infringement claims and the collection and use of Eligible Person individually identifiable information ("Personal Data") provided to Willis Towers Watson for the purposes of performing the Services.

(a) The parties will mutually agree, in the applicable statement of work or otherwise, as to the elements of Personal Data that Willis Towers Watson will require in order to the perform the Services under the applicable Agreement. Personal Data may include any of the following elements of personal data (which Willis Towers Watson may already possess or have access to):

- Name;
- Identification number (SSN);
- Address;
- Date of birth;
- Date of hire or credited service;
- Date of retirement or termination from employment;
- Benefits payable;
- Personal health information;
- Marital status, including spousal information; and
- Payment Data (including payment amounts)
- Bank Information (including routing number and account number)
- Such other information agreed to by the parties in writing and included in the applicable Agreement.

(b) Client authorizes Willis Towers Watson to collect, use, and store Personal Data solely for the purpose of performing the Services and for any additional purposes required by the Agreement, as amended by this Amendment, and any Personal Data that Client previously authorized Willis Towers Watson to collect, use, store and transfer for the purpose of performing services under the Agreement shall be collected, used and stored subject to the Agreement. In addition, Willis Towers Watson may utilize de-identified data developed from Personal Data for any purpose (such as for preparing aggregate client reports, product development research, and system testing) provided that no such data is identifiable and has been de-identified such that it may not be associated or identifiable to Client or any Person and such de-identified complies with all governmental requirements and standards for de-identification of such data such as 45 CFR §164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012).

(c) In the normal course of business, for the limited purposes of performing services under this Agreement or maintaining its information technology systems, Willis Towers Watson may grant its contractors, subcontractors or other qualified business partners ("Resources") access to information technology systems that store Personal Data. However, Willis Towers Watson shall not share any Personal Data with any Resource that is not an affiliate of Willis Towers Watson without Client's advance written consent, which shall (i) be conditioned solely on Client's determination that the level of security for the Personal Data will not be less than the current level of security provided by Willis Towers Watson for such Personal Data and (ii) not be unreasonably withheld, otherwise conditioned or delayed. Client hereby consents to Willis Towers Watson sharing Personal Data with the Resources listed in Exhibit B,

attached hereto. In the event that, after good faith consultation and discussion, Client does not grant such consent and the parties are unable to agree upon another mutually acceptable solution, either party may terminate the applicable SOW or Agreement without penalty. Willis Towers Watson may also grant access to or transfer Personal Data to affiliates of Willis Towers Watson for the limited purposes of performing services under this Agreement or maintaining the information technology systems that store Personal Data. For purposes of this Amendment, "affiliate" is any company that controls, is controlled by or is under common control with a party or its parent. In the collection, storage, use and transfer of Personal Data, Willis Towers Watson will: comply with applicable data protection standards no less than protective than those Willis Towers Watson applies to the Personal Data of its own employees; comply with all provisions of the Agreement, as modified by this Amendment; comply with all applicable laws; take appropriate measures to ensure that the Personal Data is accessed and used solely; take appropriate measures and precautions to secure, maintain and protect the information technology systems, that store Personal Data, including backup an disaster recovery systems, that store Personal Data; protect Personal Data from damage, loss and unauthorized access or disclosure. Client reserves the right to audit Willis Towers Watson to ensure such Personal Data is managed in accordance with the Agreement, as modified by this Amendment. Any such audit shall be conducted in accordance with Attachment B (IT Security Requirements).

(d). Client represents that Client has the right to provide Willis Towers Watson with the Personal Data Client provides to Willis Towers Watson and that Client has obtained any consents or licenses from third parties, including Eligible Persons that may be required for Willis Towers Watson to use the Personal Data as required by this SOW.

(e) In the event of an incident of Willis Towers Watson' s breach of its obligations under this Section that involves or impacts Eligible Person Personal Data, the limitation of liability for such incident (for the aggregate group of impacted persons arising from such incident) shall be increased to $10,000,000, which shall be the maximum aggregate, combined amount of liability between both this Agreement and the March 17, 2014 Personal Data Amendment to Agreements between Towers Watson and NUSCO (the former legal name of Client) for each incident. For the avoidance of doubt, a provision similar to this 6.4(e) is set forth in Section A of the March 17, 2014 Personal Data Amendment and Willis Towers Watson's combined aggregate liability pursuant to the Personal Data Amendment and this Agreement shall not exceed $10,000,000 for each incident (e.g., $10,000,000 total per incident, not $10,000,000 per incident per agreement). In the event of a breach of obligations under this Section with respect to intellectual property infringement claims, no limitation of liability shall apply.

(f) Client will indemnify and hold Willis Towers Watson harmless from and against any claim that Client's provision of Personal Data for Willis Towers Watson's use solely for Willis Towers Watson's performance of services strictly in accordance with the Agreement violates any law or regulation; provided, however, that such indemnification shall not apply in the event of Willis Towers Watson's or its Resources: (1) use of Personal Data not strictly in accordance with the Agreements; (2) transfer of Personal Data to any Resources except as permitted by the Agreement or otherwise expressly agreed upon in advance and in writing by Client; or (3) violation of any applicable law or regulation by Willis Towers Watson in the performance of the services under the Agreements or relating to the protection of Personal Data.

(g) Willis Towers Watson will defend, indemnify and hold Client harmless from and against any claims, liabilities, and associated costs from such claims that Willis Towers Watson or its affiliates or business partners or subcontractors violated any applicable law or regulation in the performance of the services under this SOW or Agreement or relating to the protection of Personal Data.

(h) Willis Towers Watson shall indemnify, defend and hold harmless Client and its officers, directors, employees from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (1) any portion or all of the services furnished by Willis Towers Watson 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 (2) Willis Towers Watson has, other than solely for Client's benefit in connection with the services, made use of information in which a third party claims a proprietary interest which information was obtained by Client from third parties under agreements for confidentiality. In the event of such a claim of infringement with respect to any material, or information used in connection with the Work (collectively, the "Infringing Product ") or Client's use of all or any portion of the Infringing Product is enjoined due to a claim of infringement, Willis Towers Watson shall promptly and at its sole expense either (1) procure for Client the right to continue using the Infringing Product , (2) replace the Infringing Product with non-infringing and functionally equivalent Infringing Product , (3) modify the Infringing Product so that it becomes non-infringing and functionally equivalent, or (4) if none of the foregoing is commercially feasible, Willis Towers Watson may terminate the applicable Agreement with respect to such Infringing Product (in which case, Willis Towers Watson shall refund a pro-rata portion of the implementation fees, if any, paid by Client with respect to such Infringing Product , based on a seven-year straight-line amortization schedule, together with any prepaid fees for Services which have not been provided) provided that the foregoing shall not be construed to limit Willis Towers Watson's indemnification obligation under this Section

6.4(h). Client shall (1) promptly notify Willis Towers Watson in writing of any such suit or claim, (2) permit Willis Towers Watson to defend, compromise or settle any such suit or claim although Client shall be entitled to participate in (but not control) such defense through its own counsel and at its own expense and (3) give Willis Towers Watson all information, assistance and authority reasonably required to do so. Notwithstanding the foregoing, the failure to provide such notice shall not prejudice, impair or otherwise adversely affect in any manner whatsoever Client's rights to indemnification and the obligations of Willis Towers Watson (except that (1) such obligations shall be relieved to the extent that Willis Towers Watson has suffered actual prejudice by such failure and (2) Willis Towers Watson shall not be liable for any expenses incurred during the period in which Client failed to give the indemnification notice), and Willis Towers Watson shall have no liability to the Client as a result of the failure to provide such notice. Notwithstanding its control of a defense, Willis Towers Watson shall not (1) make any admission or take any other action that is binding on, or otherwise attributable to Client; and/or (2) consent to any settlement, entry of judgment, or other disposition that imposes any liability or obligation other than the payment of money damages by Willis Towers Watson, in any or all instances without the prior written consent of Client. Notwithstanding the provisions of this paragraph, Willis Towers Watson shall have no obligation with respect to any claim of infringement to the extent that such infringement was caused by modifications made to the Infringing Product to conform to specific instructions or express directions provided by Client that are not standard functionality of the Infringing Product.

(i) Willis Towers Watson shall comply with all Applicable Law and the IT Security Requirements set forth in Attachment B, including Willis Towers Watson's responses to the Due Diligence Questionnaire, attached hereto as Attachment A and incorporated by reference, with respect to all Personal Data covered under the Agreement, and shall maintain or shall implement (at Willis Towers Watson's expense) industry standard, reasonable and appropriate practices associated with the protection, encryption, or utilization of such Personal Data, including that Willis Towers Watson shall make commercially best efforts consistent with industry standards as stipulated in ISO/IEC 27001 to ensure the confidentiality, integrity and availability of the Confidential Information within its control.

(j) Annually pursuant to a mutually agreed upon schedule for the duration of any agreements between Willis Towers Watson and Client, Willis Towers Watson shall provide Client for review such third party certification that Willis Towers Watson has satisfactory security systems, measures and processes in place, including:

1) a copy of the executive summary report from a third party vendor that performs annual external network penetration tests:

2) With respect to any applications hosted at the data center engaged by Willis Towers Watson, Willis Towers Watson will provide to Client annually upon request for the duration of the Agreement, subject to the execution of a non-disclosure agreement if required, a copy of the applicable data center vendor SOC 1 (SSAE 16/ISAE 3402) auditor's service report covering the physical security and environmental controls or data center vendor attestation; and

3) With respect to Willis Towers Watson's HRA administration services application, Willis Towers Watson will provide to Client annually pursuant to a mutually agreed upon schedule for the duration of the applicable Administration Services Agreement a copy of the SOC 1 report for such system covering the objectives of logical access, import processing, export processing, application processing, scheduled maintenance, back-ups and recovery.

Willis Towers Watson recognizes that such current or future standards may require, among other things and without limitation, changes to mailing procedures, bar codes, internet logon routines, interfaces, and other interactions with Client or its affiliates, their employees, participants, dependents, beneficiaries, agents, or service providers under the Plan or other plans covered by the Agreements. Client recognizes that Willis Towers Watson may change its security systems, measures and processes over time as technology and industry practices change; provided that Willis Towers Watson will not lower the level of security below that set forth in Attachment A or B. Willis Towers Watson recognizes that Client may change its IT Security Requirements for security systems, measures and processes over time as technology and industry practices change and will provide any updates to Willis Towers Watson utilizing the contact information set forth in the applicable SOW with the expectation that Willis Towers Watson will provide Client with written notice if Willis Towers Watson is unable to comply with such requirements, in which case the parties will negotiate in good faith to resolve any issues. In the event that, after good faith consultation and discussion regarding any changes in Client's IT Security Requirements to comply with legally mandated security requirements, the parties are unable to agree upon a mutually acceptable solution, Client may terminate the applicable SOW or Agreement without penalty.

(k) Willis Towers Watson has established, and will maintain throughout the term of this SOW and the Agreements, a comprehensive cyber incident mitigation strategy and response plan.

(l) Further, Willis Towers Watson agrees that in the event of a security breach that involves or impacts Client data under the Agreement, including the Personal Data, in the custody of Willis Towers Watson or its affiliates or business partners or subcontractors, Willis Towers Watson will comply and reasonably assist Client to comply, as applicable, at its expense with any law then in effect applicable to such security breach, including those requiring the notification of impacted individuals (including participants in applicable plans) of such breach, subject to

Client's review and prior written approval of such notice, and will, at its expense, offer and provide credit monitoring and fraud restoration services to impacted individuals receiving a notice (unless Client and Willis Towers Watson, after good faith discussion, agree that the nature of the breach is such that it does not give rise to the risk of resulting fraud or identity theft). Such credit monitoring and fraud restoration services shall be for a minimum of one year but not less than the maximum amount offered to any other impacted persons of other clients involved in such breach.

(m) In addition, Willis Towers Watson agrees that Willis Towers Watson shall at its expense (i) comply with Client's reasonable instructions and policies regarding security incident responses in responding to such breach, and (ii) comply with requests by Client to notify impacted individuals or other parties or to provide credit monitoring services to impacted, individuals or other parties, when such notification or monitoring services are not required by law but are, in Client's reasonable opinion, appropriate under the applicable circumstances including, for example, to mitigate the harm to such impacted individuals or other parties.

(n) Client shall consult with Willis Towers Watson in good faith and in advance regarding requests of the type described in the preceding clause and attempt in good faith to reach agreement with Willis Towers Watson regarding the scope of Client's requests, but Client shall have the final decision regarding the scope of such requests.

(o) Willis Towers Watson shall notify Client promptly in the event that Willis Towers Watson or any affiliate, business partner or subcontractors is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any personal information to any person other than Client, or a Client subcontractor expressly approved to receive such information by Client (unless Willis Towers Watson is legally prohibited from making the disclosure). "

Section 6.5 Notice of Claims. The Party seeking indemnification under Section 6.1 or 6.2 (the "Indemnified Party") agrees to give prompt written notice to the Party from whom indemnity is sought (the "Indemnifying Party") of any Claims or Damages in respect of which indemnity may be sought (each, an "Indemnification Notice"). Such Indemnification Notice shall state the relevant facts and include therewith relevant documents and a statement in reasonable detail as to the basis for the indemnification being sought. The failure by an Indemnified Party to notify the Indemnifying Party shall not relieve an Indemnifying Party from any liability which it may have to such Indemnified Party with respect to any Claim made or Damages sought pursuant to Section 6.1 or 6.2, except to the extent that such failure actually materially prejudices an Indemnifying Party. In the event of the assertion of any Claims or Damages in respect of which indemnity would be sought by the Indemnified Party but for the fact that the notice of such Claims or Damages was sent to the Indemnifying Party, the Indemnifying Party shall give prompt notice to the Indemnified Party of such Claim or Damages.

Section 6.6 Defense of Claims. Upon receipt or delivery of an Indemnification Notice pursuant to Section 6.4, the Indemnifying Party, in its sole discretion, may elect to assume the defense and control of such Claims or Damages. In the event that (a) the Indemnifying Party elects to assume the defense of any Claims or Damages and (b) Client or Willis Towers Watson is an Indemnified Party, Client or Willis Towers Watson, as the case may be, shall have the right but not the obligation to participate in the defense of such Claims or Damages with its own counsel and at its own expense and the Indemnifying Party shall reasonably cooperate with Client or Willis Towers Watson. In the event that the Indemnifying Party elects to assume the defense of any Claims or Damages, the Indemnifying Party shall (i) take all steps necessary in the defense or settlement of such Claims and Damages, and (ii) at all times diligently and promptly pursue the resolution of such Claims or Damages. The Indemnified Party shall, and shall cause its representatives to, provide reasonable cooperation to the Indemnifying Party in the defense of any Claim or Damages defended by the Indemnifying Party.

Section 6.6 No Consequential Damages. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Parties be liable under this Agreement for any indirect, consequential, incidental, special or punitive damages (including lost revenues, profits and business opportunities), even if a Party has been advised of the possibility of such damage.

Section 6.8 Disclaimer. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, WILLIS TOWERS WATSON HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE, AS TO ANY AND ALL PRODUCTS OR SERVICES PROVIDED BY OR ON BEHALF OF WILLIS TOWERS WATSON PURSUANT TO THIS AGREEMENT. IN ADDITION, WILLIS TOWERS WATSON MAKES NO REPRESENTATION AND PROVIDES NO GUARANTEE THAT THE OPERATION OF THE WILLIS TOWERS WATSON WEBSITES OR THE PROCESS BY WHICH WILLIS TOWERS WATSON ENROLLS PARTICIPANTS INTO HEALTH INSURANCE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, AND, EXCEPT FOR THE PERFORMANCE STANDARDS AND

GUARABTIES SET FORTH IN THE AGREEMENT, WILLIS TOWERS WATSON WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS TO ANY OF THE FOREGOING. WITHOUT LIMITING THE FOREGOING, WILLIS TOWERS WATSON MAKES NO WARRANTIES OR REPRESENTATIONS, AND WILLIS TOWERS WATSON WILL HAVE NO LIABILITY OF ANY KIND, WITH RESPECT TO THE APPROPRIATENESS OF ANY HEALTH INSURANCE PRODUCT SELECTED BY AN ELIGIBLE INDIVIDUAL.

7. MISCELLANEOUS

Section 7.1 Assignment. A Party may not assign its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, except either Party may assign its rights and obligations in connection with a change of control or to a purchaser of all, or substantially all, of its assets or to any parent, subsidiary or Affiliate of such Party. Consent to any assignment shall not be deemed to be consent to any subsequent assignment and each assignment must be with the prior written consent of the other Party. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

Section 7.2 Relationship of the Parties. Unless otherwise provided herein, Willis Towers Watson shall be acting as an independent contractor under this Agreement and nothing in this Agreement shall be construed as authorizing a Party to act on behalf of the other Party, and undertake by this Agreement or otherwise to perform or discharge any liability or obligation of the other Party, whether financial, regulatory, or contractual or to assume any responsibility whatsoever for the conduct of the business or operations of the other Party. Each Party shall have the sole and exclusive control over its agents and employees.

Section 7.3 Amendments. This Agreement cannot be amended except by a written instrument executed by each of the Parties. This Agreement may be modified by issuance of a Change Order substantially in the form set forth on Exhibit A hereto.

Section 7.4 Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of this Agreement shall remain enforceable.

Section 7.5 Entire Agreement. This Agreement, together with the exhibits and schedules, which are incorporated herein, and any business associate agreement(s) entered into between the Parties contain the entire agreement between the Parties with respect to the subject matter hereof.

Section 7.6 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other Person, including without limitation, any Eligible Individual.

Section 7.7 Waiver. Any waiver by a Party of a breach by the other Party of any term or provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any subsequent breach by such Party. No waiver shall be valid unless in writing and signed by the Party exercising such waiver.

Section 7.8 Sub-Contractors. Client acknowledges and agrees that Willis Towers Watson may subcontract with third parties to provide the services contemplated herein other than the benefit advisory services to Eligible Individuals, which are provided by Willis Towers Watson employees. Any subcontracting of benefit advisory services whereby access to Personal Data is contemplated shall require Client's prior written consent, consistent with Section 6.4. Willis Towers Watson shall take measures to ensure the security and confidentiality of Personal Data shared with subcontractors and be responsible for the acts or omissions of such subcontractors.

Section 7.9 Governing Law and Arbitration. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York New York (without regard to its conflicts or choice of laws principles that could or would cause the application of any other laws). If the governing law is any jurisdiction other than New York, the parties hereby waive any right they any have to demand a jury trial. Each Party hereto hereby consents to personal jurisdiction exclusively in the State of New York and agrees that venue will be proper in such state and that such state is the most convenient forum for actions or proceedings arising out of any such controversy or claim and consents to the service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to such Party at the address provided. The Parties agree to work in good faith to resolve any disputes that may arise. If the Parties cannot resolve a dispute, the matter will be submitted to nonbinding mediation before either Party pursues other remedies. Except as otherwise provided below, any controversy or claim arising out of or relating to this Agreement which the Parties are unable to resolve between themselves shall be resolved by arbitration exclusively in New York, New York before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each Party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. The arbitrators shall provide a

decision in writing stating their reasons and rationale for the decision. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This arbitration process will be the sole and exclusive means for resolving any controversy or claim, provided that either Party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo.

Section 7.10 Notices. Any notice or other communication required or permitted by this Agreement to be delivered to the Parties shall be in writing, by delivery in person, by facsimile, electronic transmission, or registered, overnight (via FedEx or UPS) or certified mail (postage prepaid, return receipt requested), in accordance with the contact information set forth in the Statement of Work (any such notices being effective upon mailing).

Section 7.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, including by e-mail or facsimile, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

Section 7.12 Force Majeure. Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence. A "Force Majeure Occurrence" shall mean an occurrence beyond the reasonable control of the Party affected. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign combatants, terrorist acts, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labor disputes of third parties, hacking, failure of the Call Center, or the prolonged failure of electricity, telephone lines or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause. If a Force Majeure Occurrence renders performance of this Agreement impossible for more than forty-five (45) days, then either Party may terminate this Agreement.

Section 7.13 Construction. Each Party has participated in the drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party because of the authorship of any of the provisions hereof.

Section 7.14 Survival. Section 2.3, Article 5, Article 6, Section 7.9, Section 7.13 and Section 7.14 shall survive the termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of each Party as of the date set forth below.

EVERSOURCE ENERGY SERVICE COMPANY

By: [redacted]

Name [redacted]

Title: Director, Benefits Strategy

Date: September 2, 2016

TOWERS WATSON DELAWARE INC.

By: J. J. Murad

Name Joseph J. Murad

Title: Managing Director

Date: September 2, 2016

EXHIBIT A
CHANGE ORDER FORM

Change Order Information:			
Towers Watson Account Manager:			
Client Name:		**Client Contact:**	**Name:** **Phone:** **E-mail:**
TW MPA Contract No.: **TW SOW Contract No.:**		**SOW Effective Date:**	
Change Order #:		**Change Order Effective Date:**	
Date Change Order Submitted:		**Due Date for Changes:**	
Change Request Details:			
Change Request Deliverables:			
Total Charges or Credits for Changes Pursuant to this Change Order:			

All provisions of that certain Master Program Agreement and Statement of Work No. ___ between the parties hereto are applicable to this Change Order. For the avoidance of doubt, to the extent that any terms in this Change Order are inconsistent with any terms in the Master Program Agreement or Statement of Work No. ___, the terms of this Change Order shall govern.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ THIS CHANGE ORDER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. PAYMENT FOR THE WORK TO BE PERFORMED PURSUANT TO THIS CHANGE ORDER IS DUE NET 30 FROM THE DATE OF RECEIPT.

Change Order Agreed To:

EVERSOURCE ENERGY SERVICE COMPANY

By:_____

Name:_____

Title:_____

Date:_____

Change Order Agreed To:

TOWERS WATSON DELAWARE INC.

By:_____

Name_____

Title:_____

Date:_____

EXHIBIT B
WILLIS TOWERS WATSON SUBCONTRACTORS RECEIVING PERSONAL DATA

Willis Towers Watson utilizes the Resources listed here in Exhibit B to provide products or services generally in relation to its client base that will have access to Personal Data. Client hereby consents to the use of these Resources accessing Personal Data in relation the Services set forth herein this Agreement.

Resource Name	Description of Services
Arna Marketing Group Inc.	Printing and mailing services
Bank of America	Debit card processor and banking institution
Berkheimer Outsourcing	Scanning / Imaging Services
BISCOM Inc.	Backup/Overflow Fax to Image Service
Change Healthcare	Printing, check writing, and distribution services
IC Group	Printing and mailing services
Language Line	Translation assistance services
Oracle America	Ticketing and tracking services for customer and retiree issues and escalations
PayFlex Systems USA, Inc.	COBRA administrative services (if applicable)
Peak 10, Inc.	Enterprise hosting, disaster recovery, and business contingency services
Rastar/Sun Litho	Printing and mailing services
TargetSmart (formerly WayPoint)	Data accuracy and contact verification services
Xerox Solutions	Printing, check writing, and distribution services

HR TECHNOLOGY SERVICES ADDENDUM
TO THE
ADMINISTRATION SERVICES AGREEMENT
BY AND BETWEEN
NORTHEAST UTILITIES SERVICE COMPANY DOING BUSINESS AS
EVERSOURCE ENERGY SERVICE COMPANY
AND
TOWERS WATSON DELAWARE INC.

This HR Technology Addendum (this "Addendum") is incorporated into, forms a part of the Administration Services Agreement entered into by and between Northeast Utilities Service Company doing business as Eversource Energy Service Company ("**Client**") and Towers Watson Delaware Inc., ("Towers Watson") when executed by the Parties will be effective as of April 20, 2015 ("**Effective Date**"), and is mutually agreed to by the Parties. The original Administrative Services Agreement effective October 30, 2013 as amended by the Personal Data Amendment dated March 17, 2014 by and between Northeast Utilities Company and Towers Watson Delaware Inc. shall be called the "Agreement". Except as modified herein, the terms and conditions of this Addendum shall be those of the Agreement, provided, however, that the following provisions of the Agreement shall not apply for purposes of this Addendum: Section 1.1 (Services), Section 1.2 (User Acceptance Testing), Section 3.1 (Production Date), Section 3.2 (Services Commencement Date), Section 3.3 (Initial Term; Renewal), and the termination fee table set forth under Section 3.5 (Termination for Convenience). Further, Attachment 1 (Statement of Work), Attachment 2 (Fees), and Attachment 3 (Service Level Agreement) to the Agreement shall not apply to the services under this Addendum.

Terms not defined under this Addendum shall be as defined in the Agreement. All references to the Statement of Work shall mean the Implementation Statement of Work (Attachment 1) or Subscription Schedule (Attachment 2) under this Addendum, as applicable. All references to Services in the Agreement shall mean the Services defined in this Addendum. All references to Termination Fee Schedule in the Agreement shall mean the Termination Fee Schedule included in this Addendum. All references to the Schedule of Fees in the Agreement shall mean the Fees identified under Implementation Statement of Work (Attachment 1) or Subscription Schedule (Attachment 2) under this Addendum, as applicable. Any references to the Service Level Agreement in the Agreement shall mean the Service Level Agreement (Attachment 3) included in this Addendum. If there shall be any conflict in the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall control and be binding.

Services

Implementation Services. For purposes of this Addendum, the implementation services for the HR Technology Services, the System Specifications, and the applicable fees shall be as set forth in the applicable Implementation Statement of Work attached to this Addendum. For purposes of this Addendum, references in the Agreement to "System" shall mean each of the Client-specific instances of Towers Watson's HR Portal, AskHR Case Management, or Service Center Knowledgebase as applicable.

Hosting and Support Services. The Hosting and Support Services, its assumptions and the fees for the HR Technology hosting and support services including shall be set forth in the applicable Subscription Schedule. The Attachment 3 (Service Level Agreement) shall apply to the provision of services under this Addendum. Towers Watson's Global Resource Centre may access certain personal data for the provision of services under this Addendum. The Global Resource Centre is located in Manila, The Philippines. The Manila corporate entity is a wholly owned subsidiary in the Towers Watson group, and Towers Watson's operations

in Manila are certified to the ISO27001 standard covering information security, including data confidentiality, integrity and availability; and are also certified to the ISO9001 standard covering quality management practices.

User Acceptance Testing. As part of the Project Plan, the parties shall agree upon a schedule for user acceptance testing of the System pursuant to the applicable Implementation Statement of Work. On or before the end of the acceptance testing period specified in the Project Plan, Client shall notify Towers Watson in writing of its acceptance or rejection of the System. Client shall reject the System by giving Towers Watson written notice with reasonable detail of any material non-conformity and Towers Watson shall correct such non-conformity at no additional charge to Client. Client shall notify Towers Watson of non-material non-conformities and Towers Watson shall correct such non-conformities through its regular updates at no additional charge to Client. A non-conformity shall mean any reproducible failure of the System to perform according to the System Requirements approved by Client. If Client gives no notice within the acceptance testing period that is specified in the Project Plan, pursuant to this paragraph, Client shall be deemed to have accepted the System as of the end of the acceptance testing period (the "Acceptance Date"). In the event Client elects to have Towers Watson deploy the System to the production environment, at a time in which a material non-conformity exists, pursuant to this paragraph, the Acceptance Date shall be deemed to be the date the System was first in use by Client within the production environment.

Term and Termination. Notwithstanding anything to the contrary in the Agreement, the term of this Addendum shall commence on the Effective Date, and shall continue so long as any Statement of Work or Subscription Schedule pursuant to this Addendum remains in effect. Each Statement of Work and the Subscription Schedule shall state its term. Termination or expiration of the Agreement or any other Addendum or Statement of Work under the Agreement will not affect any Statement of Work or other Subscription Schedule then in effect under this Addendum. This Addendum, will continue to govern each Statement of Work and the Subscription Schedule and the applicable terms of the Agreement will continue to apply as if it is not terminated or expired until that such Statement of Work or Subscription Schedule is terminated as provided hereunder or performance has been completed.

Termination Fees. Upon termination of the applicable Implementation Statement of Work or the Subscription Schedule, for any reason, except for Client's termination such Statement of Work or the Schedule as applicable for Towers Watson's material breach pursuant to Section 3.4 of the Agreement, before the end of the initial term, Client shall pay a termination fee to Towers Watson as set forth in the Implementation Statement of Work and the Subscription Schedule.

IN WITNESS WHEREOF, Client and Towers Watson have caused duly authorized representatives of their respective companies to execute this Amendment No. 1 as of the Amendment No. 1 Effective Date.

NORTHEAST UTILITIES SERVICE COMPANY DBA EVERSOURCE ENERGY SERVICE COMPANY	TOWERS WATSON DELAWARE INC.
By: [redacted]	By: [signature]
Name: [redacted]	Name: Jonathan L. Sears
Title: DIRECTOR, BENEFITS & HR OPERATIONS	Title: Director, HR Technology

Date: 6/4/15 Date: June 4, 2015

Attachments:

Attachment 1: Implementation Statement of Work
Attachment 2: Subscription Schedule
Attachment 3: Service Level Agreement

Attachment 1
Implementation Statement of Work for HR Portal, AskHR Case Management, Service Center Knowledgebase

This Statement of Work for HR Technology Implementation Services ("Statement of Work") is made pursuant to the Administration Services Agreement effective as of October 30, 2013 as amended by the Personal Data Amendment dated March 17, 2014 including the HR Technology Addendum dated April 20, 2015 thereunder by and between Eversource Energy (**"Client"**) and Towers Watson Delaware Inc. ("Towers Watson") (collectively the **"Agreement"**).
Defined terms in the Agreement will unless otherwise indicated have the same meaning in this Statement of Work.

- Towers Watson shall provide the Services set out in this Statement of Work.
- The Services described in this Statement of Work shall be supplied in accordance with the Agreement and as otherwise set out in this Statement of Work.
- In consideration of the performance of the said Services by Towers Watson pursuant to the Agreement, Client will pay to Towers Watson the Fees set out in Section 8.

The Statement of Work contains the following sections.

1 **Scope of Services** 2
2 **General Project Assumptions** 2
3 **Implementation Process** 4
4 **Module-specific Assumptions** 7
5 **Data Exchange** 12
6 **Authentication** 12
7 **Other Assumptions** 13
8 **Implementation Fees** 14
9 **Out of Scope** 14
10 **Term and Termination Fees** 15
11 **Change Order Process** 15

1 Scope of Services

1.1 Towers Watson shall implement the following modules of the Towers Watson System:

a HR Portal

b AskHR Case Management

c Service Center Knowledgebase

2 General Project Assumptions

2.1 The implementation project shall take no more than twenty-four (24) weeks, measured from the project kick-off meeting through Acceptance. If the implementation duration exceeds this time due to Client delays, a Change Order including additional fees may be required.

2.2 The project kick-off meeting will be scheduled within 2-3 weeks of execution on this Statement of Work.

2.3 The desired Production cutover date for the module(s) is:

a HR Portal (for Content Entry): November 15, 2015

b AskHR Case Management: November 15, 2015

c Service Center Knowledgebase: November 15, 2015

The actual cutover date will depend on the mutually agreed project plan and the teams' execution to the plan.

2.4 Towers Watson shall provide resources in the following roles during implementation

Role	Description
Account Director	Responsible for overall Towers Watson relationship and client satisfaction.
Project Manager	Responsible for the overall planning, execution and management of the project objectives, deliverables, scope, tasks, resources and budget in order to drive the project to completion.
Portal Consultant	Serves as the product and/or process subject matter expert responsible for leading the requirements gathering workshops discussions as well as client training.
Communications Consultant	Responsible for leading the Content Management & Strategy workshop
Business	Responsible for documentation, data analysis, QA testing, and

Role	Description
Analyst(s)	Configuration Acceptance Testing.
Graphic Designer	Ensures the HR Portal user interface design meets the Client's graphic design/ branding standards and that the agreed upon design will work effectively within the standard Towers Watson Portal framework.
Configuration Analyst(s)	Responsible for configuration of the application according to the defined requirements.
Technical Team	Responsible for technical integrations and deployments.

2.5 The resources assigned to the roles described in the table above will provide the services and deliverables described in this Statement of Work.

2.6 The Client will provide resources to perform the following project roles during implementation

Role	Description
Executive Sponsor	Overall responsibility for project, ensuring that required Client resources are available and empowered to complete all Client tasks and deliverables.
Project Manager	Responsible for the overall planning, execution and management of the project objectives, deliverables, scope, tasks, resources and budget in order to drive the project to completion. A Towers Watson consultant will be assigned to this role for the duration of the Implementation. The Implementation fees detailed in Section 8 of this Attachment include the cost of this resource.
Subject Matter Expert(s)	Resources that are familiar with Client's business processes and programs who can participate in the requirements gathering discussions.
Content Owners	Resources that will be responsible for managing and maintaining site content
Data Resource(s)	Resources that are familiar with Client's data to coordinate the data extracts and transmissions to/from Towers Watson
Technical Resource(s)	Responsible for technical integrations

2.7 In the event of Towers Watson key account personnel changes pre-approved by the Client, except if such personnel elect to leave Towers Watson or any Client key personnel changes, the parties shall, as far as reasonably practicable, ensure that they notify each other in a

reasonable timeframe of the change and ensure a timely and planned handover between staff to ensure continuity of service.

2.8 Client and Towers Watson may supplement the resources and roles as necessary to ensure that project milestones are met according the Project Plan.

2.9 Towers Watson and Client will jointly develop a detailed Project Plan as part of the Planning Phase of the implementation activities.

2.10 The System will be implemented using the standard Towers Watson project methodology, as outlined in the project plan.

2.11 During the implementation of the modules, Towers Watson and the Client will attend weekly project status meetings by telephone and web conference. These status meetings will typically be 1 hour in duration but may be longer or shorter as required. Weekly status calls will begin following the kick-off meeting and continue up to three weeks following Acceptance.

2.12 Towers Watson will provide the following project documentation:
a Project Plan
b Contact lists
c Weekly Status Report, including tasks completed, upcoming deliverables, risks, issues, actions and decisions
d Requirements documents and other applicable project templates and guides

2.13 Scope does not include the participation of Towers Watson on internal Client project status or requirements calls, or senior management status meetings or reports.

3 Implementation Process

Project Phase	Tasks	Deliverable(s)	Assumptions
Initiation	• Assign Resources • Transition from Sales • Administrative Setup • Kick off Meeting Preparation	• Delivery team assigned, fully briefed on project and ready to begin • Agenda and other kick-off materials • Pre-kick off call with Client to review agenda, attendees, etc.	• Contract has been signed • The kick-off meeting will take place no earlier than 2 weeks from contract signature.
Planning	• Conduct Kick off Meeting • Develop Project Plan • Conduct Workshops: o Features & Functionality (Call) o Content Management & Strategy Workshop (Onsite) o Information Architecture Workshop (Onsite) o Taxonomy, Navigation and Search Workshop (Onsite) • Document	• Kick-off Meeting • Project Plan • Workshops • Client sign off on all Requirements Documents • Client sign off on Design Mock-ups	• Kick-off will be a 6 hour meeting held onsite at Client location. • Client will sign off on all Requirements and Design Mock-ups before Configuration can begin. • For all Requirements Documents, there will be a maximum of three rounds of revisions (two drafts and one

Project Phase	Tasks	Deliverable(s)	Assumptions
	Requirements o URL o Site Map o Wireframes o Feature & Functionality Doc o Data Import o Group Inventory o Authentication o Administrative System • Develop Design Mock-ups		final version).
Configuration	• Set up File Transmission Process • Development of Data Import • Portal Configuration • Translation of Design Mock-ups into HTML/CSS • Administrative System Configuration • Login Configuration • Security Group Configuration • Load test content	• Fully developed site, ready for Testing	• Client will provide the following test files: o Dummy file to confirm transmission process o Up to two full population test files containing production-quality data • Towers Watson will provide Client with an analysis of the data for validation purposes. • Towers Watson will unit test each component. • Client will provide content to be loaded for testing purposes.
Testing	• Selection/creation of test records/use cases • Creation of integrated test plan • Towers Watson Integrated System Testing • Onsite Kick-off/Training for Client Configuration Acceptance Testing • Client Configuration Acceptance Testing • Remediate and retest issues reported	• Configuration Acceptance Testing (CAT) Guide • Configuration Acceptance Training • Client CAT Sign-off and Deployment Authorization	• Towers Watson will conduct a one day onsite meeting to kick off Client CAT. • The Configuration Acceptance Test period take place over twelve business days. • Client will follow the CAT schedule defined by Towers Watson. • Client will

Project Phase	Tasks	Deliverable(s)	Assumptions
			designate a single point of contact for reporting and retesting issues during CAT. • Client will utilize the Towers Watson online Service Desk tool to record all issues during CAT.
Deployment	• Deployment to the Production Environment • Begin Automated Data Load Process • Set up Content Editors/Site Administrator Accounts	• Turnover of Production Environment to Client	
Training & Content Support	• Prepare training materials • Conduct content editor training • Conduct system administrator training • Provide onsite over-the-shoulder content support • Conduct Web Analytics training • Provide remote content support	• Training Guides • Content editor training • System administrator training • Web analytics training • Content support • Site ready for launch	• Content editor training, system administrator training and over-the-shoulder content support will be conducted onsite at Client location over a period of three consecutive days. • Client will be responsible for loading all site content • Client will be responsible for final User Acceptance Testing after content loading is completed. • Web Analytics training will be delivered via webcast.
Transition	• Launch of site to end-users • Implementation Debrief meeting • Transition from Implementation team to Client Relationship team for ongoing	• Production site, functioning according to the agreed-upon requirements, accessible to end users via the agreed upon	• Debrief meeting will be held onsite at Client location.

Project Phase	Tasks	Deliverable(s)	Assumptions
	support	URL/access method. • Debrief meeting • Introduction of ongoing support team and processes	

4 Module-specific Assumptions

4.1 HR Portal assumptions:

a The following features and functionality are included:

- Preconfigured HR Portal information architecture and site map based on best practices (illustrated using wireframes to indicate layout and placement of content)
- Built-in workflow processes to help manage editing, reviewing, approving and publishing of content. These processes include the ability to automatically expire content.
- Flexible page templates using "responsive design" techniques to optimize display on mobile devices. Robust full-text search capabilities to provide quick access to the information users are seeking - Search respects users' permissions so that users get accurate information tailored to their needs
- Dynamic Mega Menu - tabs and mega menu items can be targeted to user audiences
- "Door Mat" Footer
- Quick Links to key tools, applications, links, or other resources
- My Links – users can set up their own "favorites"
- Icons with links to applications, which can be personalized based on user attributes (region, location, function, etc.)
- Personalized and targeted content based on key attributes, ensuring users see information relevant to them

b During the Planning Phase, available Towers Watson web parts and their placement will be reviewed. Based on your needs, and as defined by the Requirements, Towers Watson will configure and apply your design to the web parts selected.

c The System will use the Towers Watson domain "ehr.com" which is our standard. If Client prefers a vanity URL for branding, the domain will be registered by and owned by Towers Watson.

The vanity URL (if applicable) will be owned, managed and maintained by Towers Watson until such time that the relationship set forth in this SOW has terminated at which time ownership, management and maintenance of the URL will be transferred to Client at no additional cost.

d In support of the personalization requirements, up to thirty (30) Security Groups are included.

e Only employee records included on the test data file provided by Client will be used to support test scenarios. If additional test IDs, not included on the data file, or data scrambling is required, additional fees will apply.

f Towers Watson will modify the base HR Portal information architecture (IA) for Client, articulating the web parts to be used and how content will be organized and labelled. The IA will consist of an indicative site map and wireframes defining the home page, landing pages and content pages. For reference, definitions for terms used in the section include:

- *indicative site map* provides a visual representation of how the pages on a website are organized.
- *wireframe* is a basic visual guide used to suggest the information architecture, layout and placement of fundamental content/information/design elements on the screen;
- *landing page* is the main page at the tab level and is the first page an end user will see when clicking on a tab;
- *content page(s)* are any page(s) that are below a specific landing page

The Information Architecture will consist of the following materials:

- Indicative site map
- Wireframe of the home page
- Wireframes of the standard landing pages
- Wireframe of a standard content page

The wireframes will display the placement and positioning of the selected web parts within pre-defined zones and provide a visual representation of the web pages. The actual content (text, multi-media) to be included on these web pages will be provided by Client.

The signed off wireframes will be used as the basis for creation of the design mock-ups and will be part of the requirements used for configuration of the site.

g Towers Watson will apply Client's colors and logo to our standard design template. This does not include images other than the standard images that are delivered as part of the life events section. Mock-ups of the home page, a standard landing page and a standard content page will be provided for client's review and sign-off.

h Client will be responsible for loading all site content. Towers Watson will provide Client with the necessary Content Editor and Administrator training and support. This will include a one day onsite training session and two days of onsite over-the-shoulder support. It is recommended that content editors have an aptitude for working in a web environment and have some familiarity working with HTML. A maximum of nine (9) training attendees can be accommodated.

i Content will be primarily human resources related. The site is intended to be a human resources portal and will not be used as an "intranet" or enterprise portal containing business oriented materials.

j The System will include the standard online web analytics. Towers Watson will provide Client with an initial overview of the analytics and their interpretation. Client will have direct access to this data on demand.

k Administration Module

An administrator's module is provided with the HR Portal which grants administrators "super pin" access to the site. This tool is used for Configuration Acceptance Testing and also helps facilitate answering employee questions.

This module contains the following functionality:

- Access for approved administrators and content editors to the content editing tools
- User maintenance feature to manage access for administrators and content editors
- An employee look-up feature, to search for an employee
- A general information tab, to view a specific employee's data on file in the system
- Functionality allowing administrative users to emulate an employee's personalized view of the HR Portal. While in emulation mode, access to downstream single sign-on connections and AskHR employee self-service will be disabled to prevent unauthorized access
- No graphics or site branding work is necessary for the Administration Module interface.
- The Administration Module is not configured to operate on mobile devices.
- The Administration Module is in English only

4.2 AskHR Case Management assumptions:

a Administrative Module Functionality: Customer Service Representative

- Perform rapid search of participant information via name, participant ID, social security number or open case number.
- View full contact history of prior caller interaction including; calls, notes, cases, and fulfilment requests.
- Track call topics with ease via drop down boxes for selecting type and subtype.
- Initiate follow-up activity through case functionality and fulfilment request.
- Set resolution expectation to caller (SLA turnaround timeframe) for follow-up activity.
- Record the following types of items: calls (record type and subtype from dropdown boxes), notes (enter virtually unlimited text string), fulfilment requests (see "Fulfilment Request Management" section below), cases (see "Case Management" section below).
- Automatic tracking of the date, time and person entering an item.
- View "Alerts".
- Role-based access, including the ability to limit access to case types designated by Client as "sensitive" (e.g. HIPAA, employee relations, etc.)

b Administrative Module Functionality: Case Management

- Record type and subtype from dropdown boxes.
- Open, assign, reassign, close, reopen, prioritize cases.
- Enter case notes and reminders with due dates for cases.
- View status and full history of case.
- Attach files to cases at will and track versions for audit needs.
- Add "child" cases as needed to establish case dependency.
- Configure self-assign ("pull") case queue management.
- Configure skill-based / subject expert case assignment.
- Configure "Events" to open cases and/or generate fulfilment items in bulk

c Administrative Module Functionality: Fulfilment Request Management

- Request automated distribution of forms, URLs, documents, and other electronic media via email.
- Override distribution information as needed (email address) for an individual request.
- Run summary reports of email distribution items.

d Administrative Module Functionality: Service Center Management Reporting

- Run reports for case status, assignment and workload including:
- Case aging w/multiple sorts - by service center case analyst, by age, by case type;
- Case reminders report;
- Average time to close reports (extended vs. non-extended breakdown);
- SLA comparison reporting;
- Summary reports by case and call reason
- Service Center case analyst productivity report.
- Choose output format for immediate delivery of PDF or CSV

e Employee Self Service Functionality

- AskHR employee self-service case functionality fully integrated within the HR Portal
- Dynamic display of FAQs based on case type selected by employee
- Online alerts - Service Center can surface alerts to employees on the Portal Home Page from Administrative Module.
- Employee email notifications triggered from Administrative Module when cases are updated.

f Configuration

Towers Watson will deliver the AskHR module with our base configuration:

- Standard set of call and case types/sub-types
- Standard employee data panels and "At-a-Glance"
- Standard employee groups (Employee, HR and Executive)
- Standard user profiles and security
- Implementation of Events module
- Configuration to enable screen pop functionality from a single Client IVR (Interactive Voice Response) solution

After configuration training has been delivered to Client administrators, Client can modify the standard configuration as desired and will be responsible for maintaining and updating the site configuration on an ongoing basis.

g Training

In addition to system documentation, Towers Watson will provide four hours of on-site System Administration training to the appointed system administrators at Client. This training will cover at a minimum the following topics:

- How to add, edit or make inactive any Client user
- How to add, edit or make inactive any call type/subtype, case type/subtype
- How to add, edit or make inactive email fulfilment items
- How to add, edit or delete Alerts
- How to initiate, assign, escalate, close and delete cases
- How to monitor the case queues and over-ride default case allocation parameters
- How to run reports
- How to manage individual case worker queues and reminders
- How to monitor and launch various batch activities
- How to set up events within the Events module
- Understanding data file transmissions and Towers Watson technical support

A maximum of nine (9) training attendees can be accommodated.

Towers Watson will also provide a six-module PowerPoint based on the standard AskHR "Train the Trainer" curriculum complete with instructor guides. Client will be responsible for delivering training to end-users.

4.3 Service Center Knowledgebase assumptions:

a Features and Functionality:

- Intuitive navigation and full-text search capabilities to quickly find the information HR Service Center staff need to support employee inquiries.
- Ability to submit comments related to page content that automatically is routed to the page owner for review and consideration.

- Word-like editing interface allowing content changes to be published immediately or on a scheduled basis.
- Automated workflow to route page edits to a group of approvers for review and approval before getting published, with flexibility for different groups of approvers based on what content is being edited. Email notifications, task lists, and reports are all built in to further enhance this workflow management.
- Full version tracking / auditing of all content changes including author, approver, and publications dates/times – including electronic documents uploaded to the Knowledgebase such as Word documents, images, PowerPoint, Excel, etc.
- The HR Knowledgebase will be delivered in US English only, but content may be loaded in any language.

b Client will be responsible for loading all site content. Towers Watson will provide Client with the necessary Content Editor and Administrator training and support. This will include a 4 hour onsite training session and one day of onsite over-the-shoulder support. It is recommended that content editors have an aptitude for working in a web environment and have some familiarity working with HTML. A maximum of eight (8) training attendees can be accommodated.

5 Data Exchange

5.1 Towers Watson will process and monitor regular automated data imports from Client's Workday system. All data files will be PGP encrypted and exchanged via Towers Watson's standard Secure FTP process.

5.2 All user records and data required to support the System will be provided on a single data file in Towers Watson's standard format.

6 Authentication

6.1 Inbound Single sign-on (SSO)

Users on the Client network will be able to access the portal via SSO. Client (or Client's IDaaS partner - Okta) and Towers Watson will work together to establish the SAML 2.0 protocol for this SSO.

Client (or Client's IDaaS partner - Okta) will act as the Identity Provider (IDP) while Towers Watson is the Service Provider (SP). IDP-initiated web SSO is typically defined by the following high level steps:

- The end user first authenticates with the IDP via an established mechanism
- The end user then initiates an SSO session to the SP by clicking on IDP application link
- The IDP SSO system generates an assertion on behalf of the end user and directs the end user to the SP SSO system
- The SP SSO system validates the assertion and redirects the end user to the SP target application

Towers Watson supports the SAML HTTP Post binding. We expect communications between the IDP and SP using the HTTP protocol will be made over an SSL connection (HTTPS) to maintain confidentiality and message integrity.

Assumes:

- Appropriate IT/security staff from both Towers Watson and Client will discuss SAML and the implementation approach in a one hour conference call to clarify roles and responsibilities.
- Client will complete all tasks associated with the IDP responsibilities.
- Towers Watson will complete all tasks associated with the SP responsibilities.

The deployment of Service Provider Initiated Single Sign On (SP-SSO) will facilitate the following:

- Users on the Client intranet will authenticate via single sign on (ADFS and SAML 2.0 browser post, described below).
- Users on the Internet will first be directed to Client for authentication using their normal network user name and password, while retirees (those without ADFS accounts) will be allowed to authenticate using a username and password maintained at Towers Watson and managed by the user.

By using SP-SSO, a user coming to Towers Watson from the Internet will be redirected to an authentication service hosted by Client. Client will prompt that user to enter network credentials, as well as offer a mechanism for "non ADFS users click here" (to send the user to the username/password managed by Towers Watson as described above). Upon successful authentication to Client, Client will issue a SAML 2.0 post to Towers Watson and the user will be granted access to the HR Portal without any further prompting. Client users on the intranet already will be directed to Towers Watson with this same SAML 2.0 post.

Client will act as the Identity Provider (IDP) while Towers Watson is the Service Provider (SP). SP-SSO is typically defined by the following high level steps:

- The unknown end user at the SP is redirected to the IDP
- The end user first authenticates with the IDP via an established mechanism
- The IDP SSO system generates an assertion on behalf of the end user and directs the end user to the SP SSO system
- The SP SSO system validates the assertion and redirects the end user to the SP target application

Towers Watson supports the SAML HTTP Post binding and communications between the IDP and SP using the HTTP protocol will be made over an SSL connection (HTTPS) to maintain confidentiality and message integrity.

Tasks:

- Appropriate IT/security staff from both Towers Watson and Client will discuss SAML and the implementation approach in a one hour conference call to clarify roles and responsibilities.
- Client will complete all tasks associated with the IDP responsibilities, including presenting the option for "non-ADFS users click here".
- Towers Watson will complete all tasks associated with the SP responsibilities.
- Client will sign off on the testing in HR Portal User Acceptance Test environment.
- Towers Watson will migrate the SSO to the production environment according to the project plan.

7 Other Assumptions

7.1 Interactive Voice Response configuration is included in scope and will only enable a screen pop with Single Sign-on in place. Client will act as the Identity Provider (IDP) while Towers Watson is the Service Provider (SP).

8 Implementation Fees

8.1 All Fees are fixed based on the scope as outlined in this Statement of Work.

8.2 Fees are based on an initial contract term of 5 years from date of Acceptance.

8.3 Implementation Fees: $197,500

Monthly instalments during the implementation period:

June, 2015	$32,900
July, 2015	$32,900
August, 2015	$32,900
September, 2015	$32,900
October, 2015	$32,900
November, 2015	$33,000

8.4 Portal Project Manager for Client Fees: $64,800

- Act as the day-to-day contact for Towers Watson portal implementation Project Manager
- Manage/coordinate the Client project scope, schedule and resources
- Resource for issue escalation and resolution (requires support from HR Leadership)
- Collaborate with the Towers Watson Portal Project Manager to ensure quality business decisions are made and deliverables are developed in accordance with project objectives
- Manage day-to-day activities of Client Portal project team
- Schedule meetings and coordinate NU resources (requires support from HR Leadership and broader HRSS project infrastructure)
- Client resources will be available to participate in working sessions, gather content, post content, etc. to support the Client Project manager in their role.

Portal Project Manager project fees will be billed monthly based on hours.

8.5 All fees exclude taxes and expenses. All expenses will be submitted in accordance with the Agreement. This includes travel expenses associated with attending in-person meetings and training.

9 Out of Scope

9.1 The following items are excluded from this Statement of Work and if required, will be handled according to the Change Order Process:

a Performance of actions or administrative functions by Towers Watson on behalf of the Client where a Client representative can perform the action or function through the System. For example, configuration of the System after training has been provided.

b Training of new administrative users after Towers Watson has delivered initial training to Client

10 Term and Termination Fees

10.1 Term. This Statement of Work is effective May 20, 2015, with respect to the services described herein. It continues until Acceptance unless it is terminated earlier in accordance with the terms of the Agreement.

10.2 Termination Fees.

10.3	Prior to Acceptance Date	$650,000

11 Change Order Process

11.1 Activities not defined herein or that do not meet the assumptions specified, will be treated as out of scope and subject to Tower Watson's Change Order Process. The Change Order Process must be completed before any work begins. This process may be initiated by either party and begins with a definition of scope and progresses to a formal change order document prepared by Towers Watson that outlines scope, fees, Towers Watson and Towers Watson's responsibilities, and timing expectations. When an authorized Client representative formally accepts the change order, timing will be confirmed and the appropriate resources will be engaged. The actual duration of the change order process itself varies according to the scope of the request, and includes a Towers Watson review of the document before it is presented for client consideration.

Attachment 2
Subscription Schedule

This Subscription Schedule is made pursuant to the Administration Services Agreement effective as of October 30, 2013 as amended by the Personal Data Amendment dated March 17, 2014and the HR Technology Addendum dated April 20, 2015] thereunder by and between Eversource Energy (**"Client"**) and Towers Watson Delaware Inc. (**"Towers Watson"**) (collectively the **"Agreement"**).

Defined terms in the Agreement will unless otherwise indicated have the same meaning in this Subscription Schedule.

- Towers Watson shall provide the Services set out in this Subscription Schedule.
- In consideration of the performance of the said Services by Towers Watson pursuant to the Agreement, Client will pay to Towers Watson the Fees set out in Section 6.

The Statement of Work contains the following sections.

1 **Scope of Services** 2
2 **General Project Assumptions** 2
3 **System Requirements** 2
4 **Data Exchange** 2
5 **Ongoing Support** 3
6 **Subscription Fees** 4
7 **Out of Scope** 4
8 **Change Order Process** 5
9 **Term Termination Fees** 5

1 Scope of Services

1.1 This Subscription Schedule covers the following modules of the Towers Watson System:

a HR Portal

b AskHR Case Management

c Service Center Knowledgebase

2 General Project Assumptions

2.1 The module(s) identified in clause 1.1 will contain no more than 40,000 employee records. If during the term of this Schedule, the number of records stored in the module(s) exceeds 40,001 additional fees may be charged.

3 System Requirements

3.1 Towers Watson shall host the System listed above at its Data Center facility located in Lithia Springs, GA operated by Vendor or one of its affiliates or its IT outsourcing providers, and shall permit Client to have access to the System by means of the public Internet.

3.2 Towers Watson certifies that the current version of the System supports the two (2) most recently released major versions of Internet Explorer prior to the currently available commercial version. Towers Watson expects that older browser versions will work sufficiently well in most situations; however, Towers Watson is not obligated to take corrective action to resolve Issues that occur only in earlier browser versions. For end-users, Towers Watson certifies the System to support the most recently available version of each major browser (Internet Explorer, Safari, Firefox, and Chrome) within 6 months of commercial release or upon the next major Towers Watson product release. Some Administrative functions are only supported in more recent versions of Internet Explorer.

3.3 Towers Watson utilizes a third party vendor, Akamai Technologies, to extend the capabilities of our web hosting infrastructure for serving video, audio and other forms of media content. Media files will be hosted on a secure on-demand server by Akamai and integrated with the Towers Watson web servers used to host the Client site. If Towers Watson's contract with Akamai is terminated for any reason, Towers Watson will implement an alternative solution to provide these services.

3.4 To the extent that Towers Watson uses any contractors, including, without limitation, any IT outsourcing providers or Akamai Technologies, to provide any services under the Agreement, Towers Watson agrees that such contractors shall perform such services in accordance with the Agreement and shall remain responsible for any acts or omissions of its contractors.

4 Data Exchange

4.1 Towers Watson will process and monitor regular automated data imports from Client's Workday system. All data files will be PGP encrypted and exchanged via Secure FTP using Towers Watson's standard process, which shall be compliant with Personal Data Amendment dated March 17, 2014.

4.2 All user records and data required to support the System will be provided on a single data file in Towers Watson's standard format.

4.3 Client will be responsible for providing clean data, in the agreed-upon format and on the agreed-upon schedule. Any need for Towers Watson to manually intervene to address problems with the import file will result in out of scope fees.

5 Ongoing Support

5.1 Towers Watson will provide administrative user support allowing up to five (5) "super-users" to pose questions to Towers Watson regarding the use and operation of the System. These questions will be handled during Standard Support Hours. "Super-users" are administrative-level users designated and authorized by Client to contact Towers Watson directly with questions or requests for support.

5.2 After the initial training delivered by Towers Watson, Client will be responsible for ongoing support and training of new administrative users. Client may engage Towers Watson with a Change Order to provide additional consulting, configuration and training services.

5.3 Client will be responsible for answering questions from, and providing support to, end users and resolving any browser or configuration issues on individual user's business or home computers.

5.4 Towers Watson will provide Client with procedures for requesting support, reporting routine issues and emergency escalations. All issues must be submitted via Towers Watson's online Service Desk (https://support.ehr.com)

5.5 Towers Watson will respond to Client's reasonable requests for security-related information or completion of a security questionnaire no more than once per year per Attachment B section 5.

5.6 Software Releases and Enhancements

Software Upgrade Support Activity	Description
Product release testing	Towers Watson will provide QA testing (ticket fix testing and high level product regression testing). Client is responsible for all System testing required to accept new releases in Client UAT prior to the scheduled release date and update to production environment.
Release management	Releases will be moved to Client production systems according to agreed dates. Client will be informed of the date a release will no longer be supported. This will follow the general rule of supporting the current release and one prior major release. Towers Watson will work with Client's team to determine and coordinate minor and major release update timing for both the UAT and Production environments.
Major release overview and/or training	One 30-minute to 1-hour online training session for core users on new system functionality. Standard Product Release Notes , will be provided prior to the scheduled update in Client environments.
Minor releases	From time to time, Towers Watson updates the software via a minor release for minor enhancements and to correct system defects. Standard Product Release Notes will be provided prior to the scheduled update date in Client environments.
Product enhancement request	Defined as a request by Client for features or System behaviour that is not in the current production system. Towers Watson will review all enhancement requests and, in our sole discretion, determine whether or not to include the enhancement within a major product release in the future. Configuration changes or tasks that do not require a product release will be treated as out of scope and addressed via the Change Order Process.

Software Upgrade Support Activity	Description
Optional product enhancements	From time-to-time a Major release may include optional features or modules that are made available to clients for an additional fee. These features typically require client-specific configuration or customization in order to implement and will be handled through Towers Watson's normal Change Order process.

Software releases, including enhancements to the System requested by Client will be deployed during Towers Watson's standard weekly release window. Towers Watson will notify Client of any off-cycle releases and the approximate down time. All care will be taken to make sure that the down time will have minimal effect on Client users' access to the site.

6 Subscription Fees

6.1 All Fees are fixed based on the scope as outlined in this Subscription Schedule.

6.2 Client shall pay Towers Watson the Subscription Fees set forth hereunder for the ongoing usage, hosting and support of the System during the term of this Subscription Schedule. The Subscription Fees shall be payable yearly, beginning on the Acceptance Date (as defined under the Implementation Statement of Work). The Ongoing Subscription Fees will remain the same for the Initial Term (as defined in this Subscription Schedule) other than adjustments in such fees that may be made to reflect the delivery of additional modules or services, or, if applicable, an increase in the number of Client's records in the System. Additional fees for services will be mutually agreed before work commences.

6.3 Subscription Fees for Initial Term: $209,750 per year

Beginning date:	Acceptance Date
Ending date:	Acceptance Date plus five (5) year term

6.4 Single Sign-on (SSO)

An additional annual maintenance fee of $3,000 will be added to the Subscription Fees for each inbound or outbound SSO.

6.5 All fees exclude taxes and expenses. All expenses will be submitted in accordance with the Agreement, including travel expenses associated with attending in-person meetings and training.

7 Out of Scope

7.1 The following items are excluded from this Subscription Schedule and if required, will be handled according to the Change Order Process:

a Performance of actions or administrative functions by Towers Watson on behalf of the Client where a Client representative can perform the action or function through the System. For example, configuration of the System after training has been provided.

b Training of new administrative users after Towers Watson has delivered initial training to Client.

8 Change Order Process

8.1 Activities not defined herein or that do not meet the assumptions specified, will be treated as out of scope and subject to Towers Watson's Change Order Process. The Change Order Process must be completed before any work begins. This process may be initiated by either party and begins with a definition of scope and progresses to a formal Change Order document prepared by Towers Watson that outlines scope, fees, Towers Watson and Client's responsibilities, and timing expectations. When an authorized Client representative formally accepts the Change Order, timing will be confirmed and the appropriate resources will be engaged. The actual duration of the Change Order Process itself varies according to the scope of the request, and includes a Towers Watson review of the document before it is presented for client consideration.

9 Term and Termination Fees.

9.1 This Subscription Schedule shall be effective on the 20th of May, 2015 and the initial term of this Subscription Schedule shall extend for sixty (60) months following the Acceptance Date (as specified in the applicable Implementation Statement of Work) ("Initial Term").

9.2 Upon termination of this Schedule for any reason, except for Client's termination of this Subscription Schedule for Towers Watson's material breach pursuant to 8(b) of the Agreement, before the end of the initial term, Client shall pay a termination fee to Towers Watson as set forth below:

Termination between Acceptance and 12 months after Acceptance: $650,000

Termination between 13-24 months after acceptance: $500,000
Termination between 25-36 months after acceptance: $350,000
Termination between 37-48 months after acceptance: $200,000
Termination between 49-60 months after acceptance: $50,000

Towers Watson – HR Technology
Attachment 3
Service Level Agreement – Lithia Springs, United States
v12.0 – January 2015

System Availability and Measurement

System Availability is defined as the ability to access the Towers Watson's HR Technology product production site ("System") and to navigate within the System. Monitoring will be conducted by Towers Watson to measure System availability beginning in the first full month that the System is available in the production environment. Availability will not be measured for Towers Watson non-production systems (e.g. UAT, Development). Towers Watson shall make commercially reasonable efforts to provide 24 hours, 7 day week availability and access to the System, and will continuously and proactively monitor the System and its related environment. Towers Watson will maintain System availability of 99.9% or higher – excluding the periods defined below.

System Availability Exclusion Periods

The following events are excluded from the System availability calculation:

- **Scheduled data center maintenance.** Scheduled data center maintenance will occur within the Reserved Maintenance Window whenever possible. Scheduled data center maintenance will be communicated by the Towers Watson project team to the client with the scheduled dates, times, and summary. Towers Watson will provide advance notice for scheduled data center maintenance activities that require downtime.

- **Scheduled application maintenance.** Client approved System maintenance for deployments, enhancements, and/or System updates are excluded from the System availability calculation. Scheduled System updates will be communicated by the project teams to the Client with scheduled dates, times and a summary of the scheduled activity.

- **Client-side/Internet outages.** Towers Watson availability calculations will not include downtime resulting from Client users and administrators inability to access the System as result of a Client operated network outage or general outages for internet connectivity outside of Towers Watson's direct control.

- **Emergency maintenance.** Towers Watson reserves the right to schedule emergency maintenance at any time if an operating risk is required to ensure the security, integrity, availability and reliability of a System.

Reserved Maintenance Window

Towers Watson reserves the right to conduct System maintenance every Friday at 10 p.m. local data center time (ET) and continue for up to six (6) hours.

Performance Credits for System Availability

In the event that Towers Watson does not meet the expected 99.9% System availability rate, a percentage of the Client's subscription fees as indicated in the table below for that month will be credited upon request by the Client. The Client will be provided with an availability report, on a monthly basis, upon request.

System Availability	Monthly Performance Credit as % of Subscription Fees
> 99.89%	0%
99.00 – 99.89%	10%
98.00 – 98.99%	15%
97.00 – 97.99%	20%
< 97%	25%

Support Time
Towers Watson will provide on-line issue logging 24 hours per day, 7 days per week for any client reported issues related to the System. Towers Watson Data Centers operate on a 24/7 basis and will respond to outages per the response times indicated below.

Standard Support Hours for the Americas are Monday through Friday between 8:30am ET and 6:00pm ET (business day), excluding recognized holidays.

Extended Support Hours are Monday through Friday between 8:00am ET and 8:00pm ET.

Definition of an Issue
An issue is an event or inquiry that requires Towers Watson review and subsequent Client follow-up concerning the availability, functionality, or performance of the System.

Issue Response and Resolution

Client will report issues and other support requests to Towers Watson using defined communication methods. Towers Watson will assign the TW Issue Priority with the designated response and targeted resolution times, as indicated in the table below, based on the type of issue and the business impact to Client. Towers Watson will communicate the designated priority and track the response and targeted resolution times using defined communication methods.

TW Issue Priority	Responsiveness		
	Acknowledgement Time*	Take Action to Resolve**	Target Resolution Time**
Outage	30 minutes	Within 1 hour	8 hours
Priority 1	2 business hours	Within 4 business hours	2 business days
Priority 2	4 business hours	Within 1 business day	3 business days to develop a plan of action to address bugs or defects, as well as respond to time-sensitive questions or requests for administrative support.***
Priority 3	1 business day	Within 3 business days	5 business days to develop a plan of action or respond to questions or requests for administrative support. Final resolution and disposition will depend on evaluation of the request. **
Enhancement	2 business days	15 business days	Resolution and disposition will depend on evaluation of the request. ***

** Acknowledgement times are specific to Towers Watson Standard Support Hours.*
*** Times are measured from the Acknowledgement Time, not when the ticket or issue was submitted*
**** A Hot Fix or inclusion in a major product release may be required following validation and approval by the Towers Watson Change Control Board for bugs, defects, or enhancements. Requests for configuration or customization not covered by the On-Going agreement will require a new Statement of Work or Change Order.*

Outage – Defined as the production System is unavailable, making the System unusable or inaccessible to all Client users. Data center staff will work 24/7 until the issue is resolved.

Priority One – Defined as the production System is available but degraded, causing delayed response or limited functionality across the entire System. The System may be unusable or inaccessible to a percentage of eligible Client users based on approved configurations. Towers Watson staff will work Extended Support Hours until the issue is resolved.

Priority Two – Defined as a product defect, or other issue within the production System where a portion of the System is not functioning as designed, is degraded, or is experiencing problems, while other features of the System are operating as expected. Also includes time-sensitive questions or assistance regarding the administration or use of the product. Towers Watson staff will work Standard Support Hours until the issue or question are resolved.

Priority Three – Defined as a product defect not impacting general usability of the production System, data integrity, or response time; or otherwise minor cosmetic problems. Also includes routine questions or assistance regarding the administration or use of the product.

Enhancement – Defined as a request by Client for features or application behavior that is not in the current production System. Towers Watson will review all Enhancements and, in our sole discretion, determine whether or not to include the Enhancement within a major product release in the future. Configuration changes or tasks that do not require a product release will be treated as out of scope and addressed via the Towers Watson Change Order process.

Willis Towers Watson

Private and Confidential

November 18, 2016

[redacted]
Director, Benefits Strategy
Eversource
One NSTAR Way, SUMSE 120
Westwood, MA 02090

Dear Mike:

Scope of Work for Postretirement and Postemployment Health and Welfare Actuarial Services for 2017 through 2019

The Services described in this Scope of Work will be provided subject to the Master Services Agreement (the "Master Agreement") executed on April 7, 2003, amended November 1, 2013 between Eversource ("ES" or "you") and Willis Towers Watson ("Towers Watson," "we" or "us"), and is effective as of the date of your acceptance, below. In the event that any provision specifically outlined in the attached Scope of Work conflicts with the Master Services Agreement, the Scope of Work will take precedence. Please review this Scope of Work, and unless you have questions or concerns we need to address, indicate your acceptance by having an appropriate representative of Eversource sign the enclosed copy and return it to me.

This scope of work addresses services related to the actuarial valuation of the postretirement and postemployment health, welfare, long term disability plans, workers' compensation plans and related activities.

Services

We anticipate that the assignment will encompass the following annually recurring services during 2017, 2018, and 2019:

Eversource Group Health and Welfare Retiree Benefit Plan Valuations

- Fiscal year financial reporting under ASC 715 for the retiree health and life insurance plan (PBOP)
- Fiscal year financial reporting under ASC 712 for the MedVantage plan
- VEBA and 401(h) funding valuations and contribution determination
- Funding and ASC 712 and 715 results split by NU and NSTAR and their respective legacy operating companies
- Annual plan reporting under ASC 965

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Towers Watson Delaware Inc.

Long Term Disability/Postemployment Valuations

- Fiscal year financial reporting under ASC 712 for the long term disability plan
- Funding and ASC 712 results, split by NU and NSTAR and their legacy operating companies

Workers' Compensation Valuations

- Annual valuation of the self-insured workers' compensation plan
- Valuation results, split by NU and NSTAR and their legacy operating companies

Additional detail regarding actuarial services included in this Scope of Work is contained within Appendix A. For any project referenced in the above table that is not referenced in Appendix A, the project fees will depend on the level of support required and will be billed on a time and expense basis.

Fixed Fee – For the recurring Services, we will charge on a fixed fee plus expenses basis. Our charges will consist of the following components:

- A fixed fee in the amount of $200,000 for the services outlined in Appendix A;
- Reimbursement, at cost, of direct expenses reasonably incurred by us in connection with the performance of our services, such as travel expenses and other vendor expenses and itemized extraordinary expenses such as large-volume color printing, large-volume courier shipping and the like; and
- The amount of any tax or similar assessments levied or based upon our charges for the provision of our services, other than assessments based upon our net income.

Time and Expenses – For "Non-Recurring Projects" outside the scope of this statement, we will provide estimated budgets developed based on hourly rates. Our budgets and charges will consist of the following components:

- Hourly time charges for personnel performing Services at our hourly rates in effect at the time of performance;
- Data processing and intellectual capital charges;
- Indirect expense fees equal to seven percent (7%) of our hourly time charges, to offset non-itemized expenses related to our performance of the Services, such as routine black and white copying/printing, telephone and facsimile services;
- Reimbursement, at cost, of direct expenses reasonably incurred by us in connection with the performance of our Services, such as travel and other vendor expenses and itemized extraordinary expenses such as large volume color printing, large volume courier shipments and the like;
- The amount of any tax or similar assessment based upon our charges.
- While not exhaustive, Appendix B contains a list of possible services that will be considered outside the scope of this statement.

Invoicing and Payment – For Time and Expense projects, at the end of each month during which Willis Towers Watson performs these Services, we will bill you for all charges accrued for the month. Our invoice will itemize our charges, and at your request, we will submit reasonable documentation to verify any reimbursable direct expense that exceeds $100. If you have any questions about any of our invoices, you must notify us within 30 days from the date of the invoice.

Our out-of-pocket travel expenses are billed, at cost, in addition to our professional fees.

~~For Services on page 1 of Appendix A (Actuarial Valuation Services), we will invoice you in four equal~~ installments of $50,000 each (plus any expenses incurred as outlined above), with annual fees totaling $200,000. These invoices will be sent in January, March, May and August of each contract year 2017 - 2019.

Invoices are due upon receipt. Any charge or portion of a charge outstanding 30 days after the date of the invoice will be subject to a late charge, which you agree to pay, equal to the lesser of 1.0% or the maximum allowed by law for each month that payment remains outstanding, beginning on the date of the invoice.

Out-of-Scope Services – If you would like us to perform the Services differently than contemplated in the Scope of Work, or to perform additional consulting services that are not contained within the Scope of Work, we would be happy to consider your request. If the scope of the different or additional services can be clearly defined, such services will be done on a fixed fee basis. Otherwise, we will charge for the different or additional work scope based on our hourly rates. Prior to commencing any such work, we will promptly notify you that we consider the requested services to be out of scope. If the additional fee is estimated to be $10,000 or less, we will proceed without providing a fee quote. If the additional fee is estimated to exceed $10,000, we will provide you with a fee estimate. We will make all reasonable efforts to provide you with this estimate within 72 hours of our determination that the work is out of scope, and we will commence work on your approval.

Collection and Use of Personal Data – For the Services listed above, the parties anticipate the need on the part of Willis Towers Watson for the following elements of Personal Data:

Social Security number / ID number/Unique Identifier

Gender

Date of Birth

Salary

Union Code

Date of Hire

Date of Retirement (if applicable)

You authorize us to collect, use, store and transfer the Personal Data you provide to us for the purpose of performing the Services and for any additional purposes described, pursuant to the Master Agreement and this Scope of Work.

We may, in the normal course of business, make worldwide transfers of Personal Data on our corporate systems to other entities in the same group of companies, or to other relevant business partners who will be subject to appropriate data protection standards.

If you require further details on the foregoing, we would be pleased to provide them.

* * * * *

Except as otherwise expressly modified in this Scope of Work, all other terms and conditions of the Master Agreement remain in effect. We look forward to your approval so we can commence work on the project.

Willis Towers Watson

Mr. Michael Synan
November 18, 2016

Signed by and on behalf of:
TOWERS WATSON DELAWARE, INC.

Reviewed and approved by:

By: Ronald R. King

Print Name: Ronald R. King

Print Title: Senior Consultant

Date: November 18, 2016

Accepted and agreed:

EVERSOURCE

By: [redacted]

Print Name: [redacted]

Print Title: Director, Benefits Strategy

Date: November 25, 2016

Willis Towers Watson

APPENDIX A

ACTUARIAL VALUATION SERVICES INCLUDED IN ANNUAL FIXED FEE OF $200,000

Service Details

- Annual valuation of Eversource Group Health and Welfare Benefit (PBOP) and MedVantage plans.
  - Prepare year-end financial reporting in accordance with ASC 715 and ASC 712, including assumption setting and planning meeting
  - Determine annual accounting expense in accordance with ASC 715 and ASC 712, including management presentation to discuss results
  - Prepare formal actuarial valuation report
  - Perform calculations to determine the maximum deductible contribution to the VEBAs and 401(h) subaccount
  - Prepare necessary exhibits to assist Eversource's auditors with completing the annual plan filings for the VEBAs and year-end financial reporting
- PBOP and MedVantage financial management services.
  - Provide allocated year-end disclosures and accounting cost by NU and NSTAR and their respective legacy operating companies
  - Prepare expense estimates for upcoming year based on one set of assumptions
  - Assist with selection of appropriate year-end economic assumptions, including providing RATE:Link / BOND:Link analysis
  - Provide quarterly reporting of balance sheet entries by legacy operating company to assist with interim accounting true-up
  - Review contribution allocation by company and VEBA / 401(h) against scheduled amounts and deductible limits
- Annual valuation of the Eversource long term disability/postretirement plans.
  - Prepare year-end financial reporting in accordance with ASC 712, including planning meeting
  - Determine annual accounting expense in accordance with ASC 712, including management presentation to discuss results and formal valuation report
- Postemployment long term disability plan financial management services including:
  - Provide allocated year-end disclosures and accounting cost by NU and NSTAR and their respective legacy operating companies
  - Assist with selection of appropriate year-end economic assumptions, including providing RATE:Link / BOND:Link analysis
- Annual valuation of Eversource's workers' compensation plans, including results by legacy operating company

Willis Towers Watson

APPENDIX B

POTENTIAL OUT OF SCOPE SERVICES

- Valuation assumption or method changes
- Sensitivities on key economic assumptions to support financial statement MD&A
- Special cost forecasting requests
- Union negotiation support
- Rate case support
- Proxy support
- Plan design reviews
- VEBA, 401(h) funding and contribution strategies
- Additional expense projections, as needed reflecting updated assets and changes in assumptions
- Analyze demographic assumption experience
- Review and implement changes in valuation assumptions (economic and demographic)
- Consulting, analysis and implementation assistance related to changes in accounting and regulatory requirements
- Calculate effects of acquisitions, divestitures, curtailments and special retirement programs on the current and ongoing ASC 715 cost

TOWERS WATSON

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AMENDMENT TO MASTER AGREEMENT

This Amendment ("Amendment"), effective as of November 1, 2013, amends the master agreement entered into between Northeast Utilities Systems and Towers Perrin, dated March 12, 2003, and all related amendments, addendums, and statements of work (the "Agreement") as set forth herein.

1. In connection with a corporate name change from Northeast Utilities Systems to Northeast Utilities Service Company, all references in the Agreement to Northeast Utilities Systems shall be deemed to refer to Northeast Utilities Service Company.

2. All rights and obligations of Towers Perrin under the Agreement are assigned to and assumed by Towers Watson Delaware Inc. All references in the Agreement to Towers Perrin shall be deemed to refer to Towers Watson Delaware Inc.

3. Except as expressly amended herein, the Agreement shall remain in full force and effect.

By executing this Amendment, the parties each ratify and confirm all other terms in the Agreement and agree to abide by all terms and conditions therein, as amended herein.

IN WITNESS whereof, Towers Watson Delaware Inc. and Northeast Utilities Service Company have caused this Amendment to the Agreement to be signed and delivered by their duly authorized representatives.

NORTHEAST UTILITIES SERVICE COMPANY	**TOWERS WATSON DELAWARE INC.**
By: [redacted]	By: DAB
Printed Name: [redacted]	Printed Name: Patricia A. Byrne
Title: Director, Benefit & HR Opsitle:	Title: Account Director
Date: 12/12/13	Date: 12/12/13