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Eversource Energy Legal Department

2025 Guidelines and Billing Requirements for Outside Counsel

The Eversource Energy Legal Department ("Eversource Legal") desires to engage experienced outside counsel in a collaborative, partnering relationship to ensure the provision of high quality, cost effective legal advice and representation to the Eversource Energy companies ("Eversource" or the "Company"). Eversource Legal has selected your firm ("outside counsel", "you", and "your firm") to serve as one of Eversource's outside counsel as we believe your firm has the requisite skills, experience, and approach to the practice of law and commitment to serve the best interests of Eversource.

The following Guidelines and Billing Requirements for outside counsel ("Guidelines & Requirements") represent Eversource Legal's expectations with respect to the practices and procedures to be followed by your firm when working with Eversource Legal and billing Eversource for legal services. Compliance with these Guidelines & Requirements will help ensure that our work together on behalf of Eversource proceeds smoothly and transparently, and your firm's invoices for reasonable and necessary legal services will be processed, reviewed and paid promptly. *Fees, costs or disbursements not submitted in compliance with the Guidelines & Requirements will not be considered for payment*.

Eversource Legal uses the Thomson Reuters Legal Tracker ("Tracker") electronic billing system to receive, review and process for payment all outside counsel invoices and budgets for individual matters, and the Guidelines & Requirements discussed herein should be followed by all of our law firms when submitting invoices and budgets through Tracker.

Eversource Legal is willing to discuss reasonable alternatives to the specific requirements contained in the Guidelines & Requirements, provided such alternatives are cost-efficient and ensure quality legal representation. Eversource Legal will be flexible in its approach to supervising legal matters and recognizes the potential for instances where it may serve our mutual interests to deviate from these Guidelines & Requirements. In these instances, we expect you to discuss with Eversource Legal any potential issues presented by the Guidelines & Requirements, and any exceptions thereto must be authorized in writing by Eversource Legal management.

These Guidelines & Requirements will remain in effect until notified otherwise. The Guidelines & Requirements are not intended to be all-inclusive and may be modified, revised, or supplemented as needed. By accepting new legal matters on behalf of Eversource, your firm acknowledges its intent and agreement to comply with the Guidelines & Requirements. Please ensure that all personnel within your firm working on Eversource matters receive and become familiar with the contents of these Guidelines & Requirements. These Guidelines & Requirements can also be found on the Eversource Tracker home page through a link at the bottom, left-hand corner.

Nothing contained in these Guidelines & Requirements should be interpreted to restrict counsel's exercise of independent and professional judgment in rendering quality legal services to Eversource. All counsel working on Eversource matters are expected to adhere to all ethics rules governing professional conduct and responsibility. If you have any questions about Eversource's Guidelines & Requirements, please immediately notify the Eversource Attorney with whom you are working.

I. GUIDELINES

A. Eversource Legal's "Gatekeeper" Role

Eversource Legal attorneys are the gatekeepers for and must approve *all* legal services performed by outside counsel for Eversource. If any of our business personnel, including officers, directors or managers of one of the Eversource companies, requests your firm's legal assistance, it is *your* responsibility to discuss the request and scope of the matter with the Executive Vice President & General Counsel, a Deputy or Assistant General Counsel, or if identified, the lead Eversource Legal attorney, and obtain Eversource Legal authorization to proceed with the engagement *before* you expend *any* time on the matter. A firm that represents Eversource generally in a certain area of the law should not assume that the request by a member of management to represent the Company in a separate, albeit similar matter not directly connected to the original matter constitutes authorization to represent the Company on such succeeding matter. If there is any uncertainty, outside counsel should contact the applicable Eversource Legal attorney before proceeding. *Failure to timely consult with Eversource Legal may result in some or all of the time billed to Eversource on that matter being rejected.*

B. Roles and Responsibilities

For each matter, the responsible Eversource Legal attorney will define the scope of the assignment and the anticipated objectives to be attained. Outside counsel should not perform any significant work until the scope and objectives of the representation established by Eversource Legal are fully understood and mutually agreed to. In addition, representation should be limited to the practice of law and should not involve tasks that can be performed by Eversource management or a different Eversource service provider. If outside counsel is requested to perform such work, they should contact the applicable Eversource Legal attorney in advance of doing so to discuss.

C. Communication

We typically share active involvement on a matter with outside counsel throughout the entire course of an engagement and seek to achieve an effective partnership with outside counsel to ensure the best results with maximum efficiency. Outside counsel must regularly communicate with their Eversource Legal attorney contact to keep him/her up to date on the matter and to avoid any surprises. We prefer frequent telephone discussions and emails because such regular communication fosters the level of partnership that the proper handling of our assigned matters require. Outside counsel must provide adequate advance notice of any significant events (such as trials, conferences, filing deadlines and anticipated meetings).

As a means of improving overall efficiency and cost-effectiveness, we will not generally pay for the preparation of any formal written correspondence, status reports or memorandums of law, unless they were specifically requested by the lead Eversource Legal attorney on the matter.

D. Matter Management Plans and Budgets

Within 30 days of being assigned a new matter, outside counsel should consult with their Eversource Legal attorney contact on the matter regarding development and submission of a budget, whether in Tracker or otherwise. The proposed budget must be approved by Eversource Legal. We expect that outside counsel will track fees and costs against the budget as the matter progresses and promptly communicate with the lead Eversource Legal attorney for the matter if you expect fees or costs to exceed the estimated budget. Budget preparation and management time *should not* be billed.

In addition to budgets on matters or engagements, outside counsel may also be required to prepare and submit a Matter Management Plan for certain matters or particular engagements. Unless advised otherwise by the Eversource Legal contact attorney, a Matter Management Plan will generally be required for all litigation matters (court, agency, or administrative or regulatory body) involving claims or matters that: (i) are in excess of $250,000; (ii) may significantly affect the Company's real, personal or intellectual property rights or interests; or (iii) may implicate important regulatory, political, or public relations issues or objectives.

E. Alternative Fee Arrangements

One of our goals is to significantly enhance our use of alternative fee mechanisms. We strongly encourage you to develop and propose to us mutually beneficial fee arrangements that vary from the traditional practice of billing at regular hourly rates. We welcome your suggestions for such arrangements, either for new matters or matters currently assigned to your firm. Additionally, Eversource Legal may request you to develop proposed arrangements in connection with your role in certain matters or litigation.

F. Staffing

Eversource Legal expects outside counsel to staff each matter in a competent and efficient manner. Because we retain counsel experienced in the substantive legal issues involved, we do not pay for time spent learning the substantive law, local rules or background information relating to the court or form of action. To ensure staffing levels are within expectations, outside counsel should discuss staffing plans for specific matters with the lead Eversource Legal attorney on the matter at the beginning of the engagement. Outside counsel should consider Eversource goals of Collaboration and Engagement (see Section I.N. below) when developing staffing plans. Any changes to the approved staffing must be approved in advance by the lead Eversource Legal attorney.

G. Alternative Dispute Resolution

Eversource Legal recognizes that for many disputes there is a less expensive, more effective method of resolution than the traditional lawsuit. Eversource is a long-standing signatory to the International Institute for Conflict Prevention & Resolution ("CPR") Corporate Policy Statement on Alternatives to Litigation©. Alternative dispute resolution ("ADR") procedures involve collaborative techniques that can often spare businesses the high costs of litigation. In recognition of the foregoing, in the event of a business dispute between Eversource and another entity that has made or will then make a similar statement, we are prepared to explore with that other party resolution of the dispute through negotiation or ADR techniques before pursuing full-scale litigation. If either party believes that the dispute is not suitable for ADR techniques, or if such techniques do not produce results satisfactory to the disputants, either party may proceed with litigation. In addition, Eversource is a founding signatory to the CPR 21st Century Corporate ADR Pledge to commit its resources to manage and resolve disputes through negotiation, mediation and other ADR processes when appropriate, with a view to establishing and practicing global, sustainable dispute management and resolution processes.

We similarly expect our law firms, like the more than 1,500 that have already signed the CPR Law Firm Policy Statement on Alternatives to Litigation©, to sign the pledge and recognize that for many disputes there may be methods more effective for resolution than traditional litigation and to ensure appropriate lawyers in your firm will be knowledgeable about ADR, and, where appropriate, the responsible firm attorney will discuss with the lead Eversource Legal attorney the

availability of ADR procedures so Eversource can make an informed choice concerning resolution of the dispute.

H. Use of Artificial Intelligence (AI) and Disclosure Requirements

Eversource Legal would like to recognize the importance of transparency in connection with the use of any AI-enabled tools in the preparation of legal work for or on behalf of Eversource, including the following:

- No Eversource confidential or proprietary information may be uploaded into, accessed or otherwise used in connection with any AI tools without first obtaining the express authorization from Eversource Legal and, in certain instances, the Eversource Information Security group.
- Generally only de-identified or aggregated data, and no personally identifiable information, may be uploaded into, accessed or otherwise used in connection with any AI tools without first obtaining the express authorization from Eversource Legal and, in certain instances, the Eversource Information Security group.

In connection with the law firm's use of AI technology:

- **Identification of AI Usage** - Outside counsel is required to disclose the use of any Artificial Intelligence (AI)-enabled tools in the development of legal work product, research, or preparation of legal documents for Eversource, including:
  - The name and description of the AI tool(s) used.
  - The purpose and scope of the AI tool's application in the legal matter.
- **Accuracy Assurance Process** - To maintain the integrity of legal work products, firms must:
  - Provide a detailed description of the methods used to verify the accuracy and reliability of AI-generated content.
  - Certify that all AI outputs embedded in legal documents have been reviewed and approved by a qualified legal professional.
- **Cost Efficiency Analysis** - Firms must explain how the integration of AI tools in the preparation and management of legal services contributes to cost efficiencies for Eversource. Specific examples or case studies demonstrating these efficiencies should be included when available.
- **Invoice Identification** - AI-enabled services and their associated costs must be itemized and clearly identified on invoices submitted to Eversource Legal. Non-disclosure or failure to accurately itemize these services may result in non-payment of invoices.
- **Compliance and Ethical Standards -** Firms must confirm that:
  - Personnel using AI tools are appropriately trained.
  - The use of AI tools complies with applicable laws, ethical guidelines, and Eversource's internal standards.

I. Conflicts

It is outside counsel's responsibility to ensure that there are no conflicts of interest prior to taking

on any matter for Eversource or any other client in a matter potentially involving or affecting Eversource or its legal or business interests. Any request for Eversource to waive conflicts of interest must be submitted in writing to the lead Eversource Legal attorney. In addition to a standard conflicts check, please inform the lead Eversource Legal attorney if your firm is performing legal work for any of our direct competitors. We may choose to discontinue work with your firm should you represent a competitor, depending on the nature of such representation. You should also advise Eversource Legal of any positions your firm has taken in the recent past or is presently taking on issues that to your knowledge may be contradictory, adverse or otherwise prejudicial to the interests of Eversource in the particular matter in which you are engaged or any other matter that may have the same issues or considerations.

J. Business Conduct

We have adopted a Code of Business Conduct ("CBC") that requires employees and representatives, including outside counsel, to conduct their activities on Eversource's behalf with honesty and integrity, and in accordance with high moral and ethical standards. Please review our CBC using the following link Code of Business Conduct.pdf, which is located on Eversource's website.

K. Confidentiality

In addition to the privileges and confidentiality accorded to attorney-client communications and written legal work prepared by or at the request of counsel, a number of state and federal laws require the security and protection, management, control and disclosure of certain types of Confidential Information. Outside counsel must comply with all applicable federal and state laws applicable to such Confidential Information, including, without limitation, state personal information laws and laws and regulations applicable to persons or entities that store or maintain personal information in the states in which the Eversource companies' customers are located (Connecticut, Massachusetts and New Hampshire).

Eversource includes in its definition of Confidential Information all information classified as "**Highly Restricted**" and "**Confidential".**

- **Highly Restricted**: Highly Restricted information is characterized as sensitive information that is most valuable to the company and accordingly, access is restricted to a very limited group of individuals who must be specified by name. This level contains information, which if disclosed would provide access to business secrets and could jeopardize important interests or actions of the Company or its clients and would be to the serious personal or financial detriment if revealed to unauthorized persons. Examples of Highly Restricted Information:
  - Strategic planning information, prior to general or public disclosure
  - Information on mergers, acquisitions or divestitures, prior to general or public disclosure
  - Financial forecast or results, prior to general or public disclosure
  - Information pertaining to business strategy, raw closing data, closing analyses or secret reports
  - Passwords

- Any form of security key
- Protected Personal Information (PPI): Information is classified as Protected Personal Information if protection of the information is required by law or regulation, or Eversource is required to self-report to the government and/or provide notice to the individual if information is inappropriately accessed or is lost or stolen. Protected Personal Information includes certain types of customer, employee, vendor, or shareholder personal information that can be associated with a particular individual. The information includes an identifier (generally a name) plus any one of the following; social security number; driver's license number; state-issued identification number; financial account number or credit or debit card number. Protected Personal Information also includes personal health information relating to an individual's past, present or future physical or mental condition including any information about participation or coverage under a health plan, and certain employee employment information such as performance reviews.

- **Confidential**: This category applies to information whose unauthorized disclosure, compromise or destruction would directly or indirectly have an adverse impact on the Company, its customers or employees. To facilitate appropriate treatment and protection, Eversource confidential and proprietary information must be classified and labeled into the following categories. If you are uncertain of the sensitivity or classification of a particular piece of information, contact your manager or the designated Custodian.

There are federal and state laws that mandate additional protections for certain types of Confidential Information, including critical infrastructure information, personal information, and personnel information.

- **Confidential Personal information (CPI)**: Information is classified as Confidential Personal Information if it is customer, employee, vendor, or shareholder personal information that does not meet the criteria for Protected Personal Information, or has been otherwise designated by the information owner as Confidential Personal Information. Examples of confidential personal information include: customer energy usage data; email addresses and phone numbers.

- **Confidential Business Information (CBI):** Confidential Business Information includes:
  - Confidential and/or proprietary business information of the company, including technical, financial, commercial, marketing, intellectual property or other business information of the company.
  - Critical Infrastructure Protection (CIP) information pertaining to critical asset and critical cyber assets designated as such pursuant to the North American Electric Reliability Corporation (NERC) CIP standards. Note that this type of information must follow the CIP011 process.
  - Critical infrastructure information (CII) including Critical Energy Infrastructure Information (CEII) designated as such by the Federal Energy Regulatory Commission (FERC). This includes: confidential information vital to critical electric, transmission, generation, and distribution operations that, if utilized by someone wishing to do harm, could facilitate disabling the Bulk Electric System.

You and your firm may periodically come into possession of Confidential Information during the course of your representation of Eversource. We expect that you will keep all Confidential Information confidential and will take, and ensure that your agents, employees, and representatives will take appropriate measures to protect such Confidential Information. Such steps should include at a minimum those steps that you take to protect your firm's own confidential information that is of similar value or importance to the Confidential Information disclosed in the course of your representation of Eversource. Outside counsel should not distribute, copy, or otherwise communicate any of the Confidential Information to any other person or entity except as is necessary to perform the scope of legal services on behalf of Eversource for which you were engaged. Outside counsel must maintain records of who has access to such Confidential Information and must inform all such persons of their obligations respecting such Confidential Information, including the proper treatment of such information in accordance with these Guidelines & Requirements. Your firm must exercise such precautions or measures as may be commercially reasonable in the circumstances to prevent the improper or unauthorized use or disclosure of, or access to, Confidential Information.

Outside counsel must secure all Confidential Information during the course of their representation of Eversource and may not use the Confidential Information in any manner whatsoever outside of the scope of that representation. Outside counsel is required to retain and store all Confidential Information furnished to you in a secure and confidential manner, return such Confidential Information upon request, and not erase, destroy or otherwise dispose of such Confidential Information without advance written approval by Eversource Legal. If outside counsel is requested or authorized in writing by Eversource Legal to dispose of any Confidential Information, you must take appropriate measures to make sure that such Confidential Information is shredded, destroyed or rendered unreadable prior to disposal in compliance with the standards of the National Association for Information Destruction for the media on which the Confidential Information is stored, and you must provide Eversource Legal with written certification of the return and/or disposal of such Confidential Information promptly following its return or disposal.

Outside counsel must comply with all applicable laws in the performance of its services and in the protection of Confidential Information. In the event that disclosure of Confidential Information is mandated by law or judicial action, to the extent permitted by law, your firm will promptly notify the lead Eversource Legal attorney and provide reasonable assistance, at Eversource Legal's request and expense, in contesting such disclosure within the timeframe allotted by the governing rules. To the extent applicable to your firm's services, you will have established policies and procedures to identify indications of possible identity theft risks to Eversource employees or customers that may arise in your representation of Eversource; and when you identify any possible identity theft risks to Eversource's employees or customers, you will take appropriate steps to prevent and mitigate identity theft.

Outside counsel must review and comply with Eversource's Corporate Information Security Requirements, included as Attachment A.

L. <u>Ownership of Work Product</u>

All memoranda, correspondence, and other attorney work product created for or on behalf of Eversource remains the property of Eversource to use as it deems appropriate. Further, unless otherwise agreed to by your Eversource Legal contact, you shall provide an electronic copy (in native format if possible) of any such memoranda and work product prepared by your firm on

behalf of Eversource to your Eversource Legal contact *before* billing Eversource for the preparation and/or development thereof. Eversource may not approve for payment any charges for the preparation of any such memoranda and work product not provided to Eversource.

M. Sarbanes-Oxley Obligations

A strong Corporate Governance program is essential to earning and retaining the trust of our customers, employees, investors, and regulators. Ethics and integrity are the very heart of our business, and Eversource Legal is proud of the way our Corporate Compliance and Corporate Governance programs enhance the Company's day-to-day activities and strengthen its performance. Our reputation and credibility depend on it. An important part of the programs is the Attorney Conduct Rule established under Section 307 of the Sarbanes Oxley Act. The Rule requires all attorneys to report evidence of any material violation of federal or state securities, fiduciary or similar laws "up the ladder" to their supervisor, or in the case of outside counsel, to Eversource's General Counsel.

N. Collaboration and Engagement

Eversource Legal is committed to fostering a culture of collaboration, creativity, and dynamic problem-solving by leveraging the diverse perspectives, voices, and experiences of our team. We believe that the best legal solutions emerge when individuals actively engage, share insights, and work together to address complex challenges. By embracing a collaborative approach, we enhance innovation and develop strategies that align with Eversource's business goals and objectives. In selecting your firm to provide legal services, we expect a shared commitment to teamwork, creativity, and open engagement in tackling legal issues, ensuring that every perspective is valued and contributes to effective, forward-thinking solutions.

II. BILLING REQUIREMENTS

A. Prompt Billing and Payment

It is important that bills be rendered promptly *every thirty (30) days*, unless otherwise requested and agreed to by Eversource Legal. Please note that Eversource may, in its sole discretion, elect not to pay any invoice (i) for work not expressly authorized by Eversource Legal; or (ii) for any work performed more than 90 days prior to the submission of the invoice into the Legal Tracker electronic billing system. We may not accept or pay any additional charges, interest or penalties for delayed payment of invoices that are questioned by Eversource Legal or are submitted without compliance to these billing requirements. We will make every effort to render payment within 60 days of receipt of an invoice that complies with these requirements.

Because our budgeting is on a calendar year basis, please do not submit bills for periods that overlap the end of the year and beginning of the year.

Consistent with Eversource Legal's continuing efforts to promptly review, approve and pay invoices for legal services, we are offering a prompt pay discount option for our outside counsel, which is based on industry best practices. Your firm has the option to implement a prompt pay discount of 2% on your Fee Offer in Tracker, which will be applied to your invoice if payment of the invoice is approved for payment in the Tracker system within ten (10) days of invoice receipt in the Tracker system. You should contact the Legal Department Administrator or the lead Eversource Legal attorney on your matter to implement this feature or to discuss this option further.

B. Estimated Legal Invoicing

Each month Eversource is requesting your law firm's estimates of any additional legal billing fees and expenses likely to be incurred through month end, stated separately for each matter with the Legal Tracker Matter #, should be submitted to Eversource Legal ***no later than the 25th day of each month throughout the upcoming year,*** as part of our month-end Unvouchered Liabilities (UVL) report.

Please submit your estimated unbilled legal billing invoice information to our Eversource legal billing team: [redacted] and [redacted]

C. Form and Content of Invoices

It is important that invoices from outside counsel contain information sufficient to permit Eversource Legal to determine the nature and extent of services for which invoices are rendered and to permit us to review the cost effectiveness of those services. Invoices should be prepared on a monthly basis using Tracker and must include the following items:

- Date of invoice
- Unique invoice number
- Legal Tracker Matter #
- Eversource Matter Name
- Charge date (fees and disbursements)
- Timekeeper name or ID
- Timekeeper category or level
- Detailed description of task performed (no narrative or "block" billing)
- Time entries in tenths of an hour
- Timekeeper hourly rate
- Total for each charge
- Detailed description and itemization of each disbursement

D. Billing Rates

Eversource expects to be charged the lowest hourly billing rate provided by outside counsel to its most valued clients. Consistent with our expectation of efficient staffing, we will not pay an hourly rate higher than that of the attorney to whom the matter is originally assigned, without prior approval. With respect to a specific matter, we will only pay the hourly rate(s) we agree upon at the time of the initial engagement.

- Initial Fees Schedule: Upon the initial engagement of your firm, you must provide Eversource Legal with a schedule of billing rates for all timekeepers expected to provide services in the matter over the balance of the calendar year. These rates will be submitted via a Timekeeper Rate Sheet in the Tracker system. Eversource Legal will only consider reasonable and customary billing rates for similar services provided by other counsel in the geographic location in which your firm is located. Eversource Legal must approve the rates submitted for each timekeeper before such timekeeper performs any services on an Eversource matter. The approved rates will apply to all matters unless an alternative fee arrangement is approved for a specific matter. In that case, a separate Timekeeper Rate Sheet will be submitted for approval for that matter.

- Rate Increases: Eversource Legal typically will entertain rate increases on an annual basis for an effective date of January 1. Any request for an increase to a timekeeper's rate must be submitted in writing, e-mail is acceptable, on or before December 15 to the Eversource Legal Billing Manager, Paula Taupierat Paula.Taupier@eversource.com for review and approval by Eversource Legal, in order to be effective January 1 of the following year. Once Eversource Legal has reviewed proposed rate increases, we will advise outside counsel if the increases are approved.
- Timekeeper Rate Sheets: Are required to be submitted prior to January 1 of each year to include current rates for all timekeepers at your firm. New rate sheets are to be submitted annually even if no increases are proposed. If your firm has proposed any increases, your firm should wait until approval is received from Eversource Legal so all rates can be submitted in the Timekeeper Rate Sheet.

E. Acceptable Timekeeping Practices and Guidelines

- Actual Time: Eversource will pay only for the *actual*, reasonable and necessary time spent completing a task, or series of related tasks.
- Block Billing: Eversource will not pay for time that is "block billed," e.g., a line item with a single time and charge covering multiple activities. Each individual task must contain an individual and separate billing entry.
- Telephone Calls: Billing for telephone conversations must specifically describe the parties and purpose of the call (*Note*: Eversource will not pay for telephone charges, such as long-distance, roaming, etc.).
- Minimum Billing: Eversource will not accept "minimum billings" that do not accurately reflect the actual time spent to complete a specific task or activity, e.g., billing a 1-hour minimum charge for any court appearance regardless of the actual time spent in court, or billing minimum quarter hours for any task. Eversource will not accept "task minimum billings" that do not accurately reflect the time spent to complete the specific task or activity, e.g., billing a 2-hour minimum charge for any motion preparation. Eversource will not accept minimum billings for forms (i.e., standard interrogatories or motion to compel responses to discovery) other than time actually spent in the drafting of changes to the form.
- Duplicate Time: Eversource will not pay for work which is duplicative in nature. Absent prior approval from Eversource Legal, no more than one lawyer should attend meetings, witness interviews, telephone conferences, depositions, hearings or other proceedings. Similarly, Eversource will generally not pay for multiple reviews of documents and will not pay for work already performed by another member of the firm. File reviews occasioned by a transfer of responsibility will not be reimbursed absent an explanation for the transfer or review which is approved in advance by Eversource Legal.
- Billing for Travel Time: Eversource should not be billed and will not pay for time expended travelling to an Eversource facility or business destination within a 50-mile radius from any office of your law firm (excluding any time spent on Eversource business while travelling, such as participation on a cell phone call (hands-free mode) which would be billed at the timekeeper's approved hourly rate). For any travel time to an Eversource business destination greater than a 50 mile radius from any office of your law firm,

Eversource should be billed and will pay for time spent traveling beyond the 50 mile radius (or greater than one hour travel time whichever is greater) on Eversource business during which you are not engaged in work for any clients (such time spent on other client matters must be deducted from the travel time billed to Eversource) at a travel rate equal to 50% of the timekeeper's approved hourly rate, unless a different rate has been approved in advance by the lead Eversource Legal attorney.

- Intra-Firm Conferences: Eversource expects your firm to limit intra-office conferencing among attorneys to specific value-added benefit to the particular matter. Eversource will generally only pay for charges by one timekeeper for internal conferences involving substantive legal or procedural issues, absent compelling reasons for such conferences. We do not expect to be charged for conferences that involve work distribution, instruction, education or status updates. Although intra- office conferences between attorneys are typically not compensable, where timekeepers consult to discuss substantive or strategic procedural aspects of the matter that result in more effective representation, such intra-office conferences are billable so long as there is a sufficient description of the nature of the communication and its relevance and value to the matter discussed. Intra-office conferences that appear excessive, unreasonable, unnecessary or contrary to these Guidelines & Requirements will not be reimbursed.
- Legal Research: No individual research project in excess of two (2) hours should be undertaken without Eversource Legal's prior approval. All legal research in excess of two (2) hours must be coordinated with and approved by the Eversource Attorney, keeping in mind that your firm was selected because of its expertise. Eversource will not pay for research on matters such as local rules of practice, basic issues of law, or core legal principles within your firm's specialty (or legal research aimed at educating junior lawyers in the substantive law applicable to a matter). Any approved research that is reduced to written or printed form should be promptly forwarded to Eversource Legal but should not be in memorandum form unless expressly requested by the lead Eversource Legal attorney. Copies of any requested and approved legal memoranda should be provided to Eversource Legal in the same form in which they were prepared for your firm's internal use. To the extent legal research on an Eversource matter is applicable to other clients of your firm, Eversource should be billed only its proportionate share of the related fees.
- Paralegal Work: Eversource will pay for the following tasks at the Default Paralegal Rate, which your firm will provide, when performed by an associate or partner, unless otherwise agreed to in advance, due to the non-routine nature of the matter:
- Responding to form interrogatories
- Digesting depositions
- Requesting records or reports
- Preparing deposition notices
- Preparing subpoenas
- Performing title searches or preparing title abstracts

F. Costs and Expenses

Eversource Legal has significant resources that can be made available to defray the overall costs of services, such as copying, collating, word processing. Depending on the particular project, it may be preferable and more cost effective for some of these services to be performed in-house. Please consult the lead Eversource Legal attorney on your matter on this issue.

2. Reimbursable Costs and Expenses: Only standard expense items should be billed as expenses or disbursements, at actual cost and without markup, and identified by an actual itemization of expenses. For example:

- Long distance telephone calls to third parties (long distance calls to Eversource will generally not be reimbursed)
- Large scale, non-routine internal photocopying projects done at Eversource Legal's request with prior consent (not to exceed $0.10 per page for standard copies and $0.25 per page for color copies)
- Actual invoice cost for outside photocopies or printing at Eversource Legal's request with prior consent
- Certified, registered and express mail (only when necessary)
- Courier and overnight delivery services (only when necessary)
- Court costs and sheriff's fees
- Actual and reasonable travel expenses
- Costs of court reporters and similar costs

3. Prohibited Costs and Expenses: Eversource presumes that hourly billable rates are calculated to include all overhead and internal charges associated with the firm's practice. Unless prior written consent is obtained, Eversource will not pay for overhead or other firm costs such as:

- Mark-up or profit on any otherwise approved expense items. Allocable case- related fees or expenses including, but not limited to, filing fees, witness and service fees, and court reporting services, will be reimbursed at actual cost only
- Internal routine photocopying
- Imaging or scanning service costs
- Office supplies
- Document/ File storage and retrieval costs
- Meals (unless related to approved travel)
- Local telephone charges
- Cellular telephone charges
- Internet connectivity
- Accounting or bookkeeping fees
- Rental or purchase of office equipment

- Computer software or hardware
- Subscriptions, publications or periodicals
- Receiving, reviewing or forwarding mail
- Invoice preparation
- Budget preparation or review
- Staff supervision or instructions regarding work assignments
- Negotiation or discussion of billing arrangements, in general, or for a particular matter
- Internal messengers or couriers
- Interacting with vendors and vendor invoice processing
- Attendance at seminars, continued legal education, or conferences unless specifically requested and approved in advance by Eversource Legal
- Costs associated with general "for your information" memos, if sent to multiple clients
- Electronic legal research (e.g., Westlaw, Lexis or other cost-based providers)
- Rent or depreciation
- Utilities
- Regular first-class postage charges
- Billing-related time (i.e., time spent preparing, revising, or negotiating invoices or time related to firm accounting or bookkeeping)
- Clerical or administrative tasks including, but not limited to:
    - Photocopying
    - Calendaring
    - Assigning work to administrative staff
    - File organization
    - Bates stamping
    - Word processing
    - Scheduling travel
    - Filing
    - Proofreading
    - Document indexing
    - Interacting with third-party vendors
    - Cite Checking
    - Abstracting of deposition and/or hearing transcripts
- Eversource Legal will *not* pay for services (or overtime for services) performed by secretaries, librarians, billing, filing or document clerks, law clerks (interns or law students), data processors, or summer associates, unless advanced approval is given by the lead Eversource Legal attorney

The lists above are not intended to be all-inclusive and should another expense be charged, Eversource Legal reserves the right to determine whether it is a covered reimbursable expense or not.

4. Large Disbursements/Third-Party Vendors/Expert Witness/Consultant Costs:

Any large purchases from any third-party vendors, consultants or experts, and/or any single disbursement in excess of $500, including volume copying, must be approved in advance by Eversource Legal. These disbursements shall be paid by your firm and submitted on your invoice to Eversource Legal unless otherwise agreed to by Eversource Legal.

Expert witnesses and/or consultants should only be hired after consulting with and attaining approval from the lead Eversource Legal attorney. Eversource Legal should be provided with the reason that an expert and/or consultant are necessary, their qualifications and areas of expertise, and his/her rate information. Eversource Legal should be provided with a proposal of the work to be performed by the expert/consultant, and an estimated budget for their services.

5. Reimbursable Travel Expenses - Local:

Travel within a 50-mile radius of the firm's office is considered local travel. Eversource will not reimburse for local travel, mileage or parking expenses (including court appearances and depositions) incurred during the normal course of business, including late nights or weekends. Eversource will reimburse the cost of local meals if the meal takes place during a meeting with third parties or Eversource Legal representatives while working on an Eversource matter. After business hours or weekend expenses for meals, taxis or car service for outside counsel or its staff will not be reimbursed.

6. Reimbursable Travel Expenses – Out of Town:

All out-of-town travel must be approved, in advance, by Eversource Legal. Eversource Legal expects that the firm, in all events, will seek the lowest fares available, moderately priced hotels, and reasonably priced ground transportation. Further, travel expenses will be reimbursed only as follows:

- Business travel expenses must be supported by detailed receipts which sufficiently identify date and place of the expense, nature of the expense and the name of the individual incurring the expense. Copies of receipts must be provided upon request;
- Except in unusual cases, travel should be undertaken by only one representative of the firm;
- Airline, railroad or other fairs will be reimbursed in an amount not to exceed the coach fair;
- All modes of ground transportation will be by the most economical means available. For example, your firm must seek to use taxis and/or public transportation where such are reasonable alternatives to vehicle rental. For automobile rental we will reimburse up to the mid-size level. If a personal automobile is used for non-local travel, we will reimburse your mileage at the current IRS rate; and
- We expect you to stay at reasonably priced hotels and eat reasonably priced meals. We do not authorize and will not reimburse for, luxury hotel accommodations, lavish meals, or alcohol or tobacco purchases. Accommodations that exceed $250.00 per night will be closely scrutinized. Travel meals should not exceed $100.00 per day unless authorized by the lead Eversource Legal Attorney.

REDACTED

These Guidelines & Requirements contain proprietary information, are provided to our counsel to clarify Eversource Legal billing processes and procedures only, and may not be distributed or published in any way without prior written permission from Eversource Legal.

Attachment A

Version 2.11.22

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" or the "Company") 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 or taxpayer identification number; (b) identity protection personal identification number issued by the Internal Revenue Service; (c) driver's license number or state-issued identification card number, passport number, military identification number or other identification number issued by the government that is commonly used to verify identity; (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; and (e) user name or electronic mail address, in combination with a password or security question and answer that would permit access to an online account;

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 and its subcontractors, if any, 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 using security technology and services 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 technology 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 CII , PHI or PII shall be encrypted.

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

l. all records and files containing PII, PHI, or CII information that will travel across public

networks or will be transmitted wirelessly, shall be encrypted.

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

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

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

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

b. The National Institute of Standards and Technology's special publication 800-171 (required for the storage of CII);

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

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

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

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

g. The security requirements of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, as set forth in 45 CFR 164, Subpart C, as amended from time to time;

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

i. "Payment Card Industry Data Security Standard" as amended from time to time;

j. The Federal Information Security Modernization Act of 2014, P.L. 113-283, as amended from time to time; or

k. The security requirements of the Health Information Technology for Economic and Clinical Health Act, as amended from time to time, as set forth in 45 CFR 162, as amended from time to time.

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

or standards.

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

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

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

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

d. Insurance: 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 occurrence. 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 policies and Corporate Information Security procedures, as such policies and procedures may be amended from time to time;

2. Security Incident Management:

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

b. **Contractor should IMMEDIATELY CALL**, regardless of the day or time the [redacted] and email to: [redacted] Please **ALSO** [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. Contractor shall take commercially reasonable efforts to avoid or limit the damage to Eversource information or systems caused by an incident and notify CIS promptly of such efforts .

d. When CIS is notified, it will provide guidance regarding 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 and all legal and contractual obligations are still the responsibility of the Contractor experiencing the exposure; CIS' mission is to provide guidance to the Contractor to appropriately and timely resolve any incident.