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MASTER SERVICES PROCUREMENT AGREEMENT

THIS MASTER SERVICES PROCUREMENT AGREEMENT (the "Agreement") is made this 11/2/2026 (the "Effective Date") by and between Avangrid Service Company a Delaware corporation, with offices located at One City Center, 5th Floor, Portland, Maine 04101 (hereinafter, "Customer") and **Budderfly, Inc.**, a Delaware corporation, with offices located at 2 Trap Falls Road, Suite 310, Shelton, CT 06484 (hereinafter, "Supplier" or "Vendor" or "Contractor"). Customer and Supplier may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Customer is authorized to assist the utility operating Companies identified in ***Schedule A***, attached hereto and made part hereof, in procuring certain services that they may require from time to time in the operations of their respective businesses, including the services described in ***Schedule B***, attached hereto and made part hereof; and

WHEREAS, the Supplier states that it is an established and well-known provider of the Services possessing the skills, qualifications, and experience necessary to perform and manage such Services in an efficient, cost-effective, and controlled manner, with a high degree of quality and responsiveness, and is willing to provide the Services to the utility operating company Affiliates of Customer in accordance with the terms and conditions of this Agreement; and

WHEREAS, in reliance upon such statements and following its review of Supplier's proposal and negotiation of business terms, Customer has selected the Supplier as a vendor-of-choice for the Services, which shall be procured and awarded in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Supplier and Customer hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

(a) "Affiliate" shall mean, with respect to a Party, any other entity Controlling, Controlled by, or under common Control with such Party. The term "Control" and its derivatives shall mean with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

(b) "Business Day" – A calendar day other than Saturday, Sunday or a legal, public or bank holiday in the State of Connecticut.

(c) "Company" shall mean the Companies specified in ***Schedule A***, attached hereto and made part hereof.

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(d) "Company Department" shall mean the business unit in AVANGRID that coordinates and manages this Agreement.

(e) "Contract Price" shall mean, in the aggregate, the total maximum dollar amount of all Services pursuant to this Agreement, including, without limitation, any amendment or other modification thereto.

(f) "Day" shall mean a calendar day including Saturday, Sunday or a legal, public or bank holiday in the State of Connecticut.

(g) The "Effective Date" shall mean the date specified in the recitals of this Agreement.

(h) "Industry Standards" - Any of the practices, methods, standards and acts engaged in, or approved by, a significant portion of the independent power industry for the engineering, procurement, construction and maintenance of a static synchronous compensator similar to the Project and located in the United States that, at a particular time, in the exercise of prudent and reasonable judgment by those experienced in the industry, in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, health, safety and expedition. "Industry Standards" are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be practices, methods and acts generally accepted in the United States, having due regard for, among other things, manufacturers' warranties, contractual obligations, the requirements or guidance of any Governmental Authority, Applicable Law, applicable NERC reliability requirements and the requirements of applicable insurance policies.

(i) "Intellectual Property " – In relation to any and all technology, software, firmware, know-how, processes, inventions, ideas, discoveries, techniques, algorithms, programs, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, materials, drawings, specifications, mask works, topography and other works of authorship, any and all rights, priorities and privileges relating to intellectual property therein, whether arising under United States, multinational or foreign laws or otherwise, including but not limited to copyright applications and registrations, copyright licenses, patent applications and registrations, patent licenses, trademark applications and registrations, trademark licenses, trade secret rights and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

(j) "Project" means the CT DEEP – Expanded Efficiency & Affordability Initiative project under this Agreement pursuant to which the Supplier will provide the Services.

(k) "Project Completion Date," means the date in which the Project is fully realized to the satisfaction of the Customer and applicable Companies.

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(l) "RFP" shall mean a request for proposal for all or a portion of the Services by Customer or the Company.

(m)"Scope of Work shall mean the Services described in ***Schedule B***, attached hereto and made part hereof.

(n) "Services" shall mean the services and/or related materials described in ***Schedule B***, attached hereto and made part hereof.

(o) "Supplement" is a written Scope of Work Supplement, signed by the Customer and issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.

(p) "Term" shall mean the term of this Agreement, as extended or terminated early in accordance with this Agreement.

(q) "Terms and Conditions" shall mean the terms and conditions governing the performance of the Services and related matters pursuant to the Scope of Work, as set forth in ***Schedule C***, attached hereto and made part hereof.

(r) "Written Authorization" shall mean a written notice signed by an authorized representative of Customer or an applicable Company expressly authorizing Supplier to commence or continue Services pursuant to a Scope of Work under this Agreement. No other communication shall constitute authorization to perform Services unless expressly stated otherwise by Customer.

2. PROCESS FOR AWARDING SERVICES

2.1 Customer agrees that, upon a request made to Customer by a Company for assistance in procuring Services, Customer shall, on its own or with the assistance of the Companies requiring the Services, take either of the steps delineated in subsections (a) or (b) toward procuring Services from the Supplier:

(a) Scope of Work. The Services shall be performed in accordance with: (i) the Scope of Work set forth in ***Schedule B***, (ii) the Terms and Conditions set forth in ***Schedule C***, and (iii) and the pricing terms set forth in ***Schedule D***. Upon Customer or Companies' Written Authorization to proceed with the Services described in the Scope of Work, Supplier shall commence performance of the Services in accordance with the terms therein.

OR

(b) Issuance of an RFP. (i) Customer or the Companies requesting the Services shall issue an RFP to the Supplier. Within the time period specified in the RFP, Supplier shall issue a written proposal to Customer, or if so directed, to the Company specified in the RFP, setting forth: (1) a detailed description of the Services to be provided by the Supplier, consistent with the scope and other requirements specified in the RFP, and (2) Supplier's fees and charges for completing the Services, which will be incorporated as ***Schedule D*** of the Agreement and Supplier warrants will

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be calculated in accordance with the pricing terms set forth in ***Schedule D***, attached hereto and made part hereof.

(ii) Within the time period specified in the RFP, Customer and/or the Companies shall review the Supplier's proposal. If Customer and the Companies requiring the Services, in their sole and absolute discretion, determine that they wish to award a contract for Services and thereupon select the Supplier's proposal, and the Parties must then mutually agree upon a Scope of Work to be added to this Agreement as part of Schedule B thereto, Supplier shall commence performance of the Services upon receipt of a Written Authorization for such Services according with the terms therein.

2.2 (a) Notwithstanding anything to the contrary in this Agreement or in any Scope of Work or RFP issued hereunder, Customer makes no representation or warranty that Customer or any Companies will authorize any Services or purchase any minimum dollar of Services not covered by a Written Authorization, or issue any RFPs, during the Term. Customer or the requesting Companies may terminate any Scope of Work or RFP at any time upon written notice, without penalty or other obligation, before Supplier commences performance of the Services thereunder.

(b) Supplier acknowledges and agrees that the issuance of an RFP, or an agreed Scope of Work under the Agreement, or other document pursuant to this Section 2 by Customer, or any Companies, shall not constitute an offer by Customer, or any Company, to purchase Services, and that an enforceable agreement for Services shall result only when Customer or any Companies issues a Written Authorization such Services in accordance with this Article 2 and the Scope of Work set forth in ***Schedule B***.

(c) Supplier further acknowledges that the Services authorized in accordance with this Article 2 shall be governed by the following documentation:

(i) Customer or Companies' Written Authorization of the Services;

(ii) Special Conditions attached hereto as ***Schedule E***.

(iii) The Terms and Conditions attached hereto as ***Schedule C***, as they may be amended or modified for the particular Scope of Work;

(iv) The Insurance requirements attached hereto as ***Schedule G***

(v) The Scope of Work attached hereto as Schedule B, as it may be amended, modified or supplemented; and

(vi) This Agreement, including all Schedules other than those described in subsections (i), (ii), (iii), (iv), (v), and (vi) above.

In the event of any inconsistency among the aforementioned documentation, the order of precedence shall be as set forth in subsections (i), (ii), (iii), (iv), (v), and (vi) above.

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3. PRICING; PAYMENT; DISCOUNTS AND REFUNDS

3.1 (a) Supplier agrees that pricing, fees, pass-throughs, and other charges set forth in ***Schedule D*** will be incorporated into and used as the basis for all pricing, fees, pass-throughs, and other charges in: (i) any proposal issued by Supplier hereunder, and/or (ii) any Services performed under the Scope of Work pursuant to this Agreement.

(b) Supplier agrees that the pricing terms set forth in ***Schedule D*** shall be fixed for the time period specified in such Schedule and shall not be subject to increase except as expressly specified in such Schedule. If ***Schedule D*** does not specify a time period, pricing terms shall be fixed for the Term of this Agreement.

3.2 (a) Supplier agrees that, in calculating any discounts or adjustments to prices, fees, pass-throughs, and charges set forth in ***Schedule D*** that are based upon volumes or quantities of Services awarded to Supplier, Supplier shall include in such calculation the volumes or quantities of all Services authorized by Customer or any Companies under the Scope of Work during the relevant time period.

(b) Within thirty (30) days following each anniversary of the Effective Date of this Agreement, Supplier shall forward to Customer a draft reconciliation statement showing Supplier's calculation of any rebates or refunds payable as a result of the total value of all Services performed by Supplier for the Companies under the Scope of Work during the preceding calendar year. Customer shall review the reconciliation statement and will notify Supplier of any comments they may have with respect thereto within thirty (30)-days of their receipt thereof. Supplier shall pay to Customer the undisputed portion of any rebates or refunds due the Companies for such Services within five (5) business days following the earlier of: (i) Supplier's receipt of the comments of Customer and Companies, and (ii) the thirty (30) day period referenced in the immediately preceding sentence.

4. NO GUARANTY; HOLD HARMLESS

Supplier acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, any subsequently issued RFP, that with respect to any Services authorized by any Companies pursuant to this Agreement:

(a) All charges, fees, and expenses, as well as any credits, refunds, or rebates, resulting from such Services rendered by Supplier shall be solely for the account of Customer or such Companies authorizing such Services, and neither Customer nor any other Companies shall be considered a guarantor or surety of any charges, fees, and expenses arising from such Services;

(b) All communications, notices, invoices, and reports resulting from such Services rendered by Supplier shall be directed to the representative(s) of the Companies identified in the Scope of Work or Customer or Companies' Written Authorization;

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(c) Supplier covenants not to sue Customer or any other Companies except the Company authorizing such Services, for any charges, fees, expenses, or claims arising from or attributable to such Services rendered by Supplier; and

(d) Supplier shall have the indemnification obligations set forth in Article 18 of ***Schedule C.***

5. TERM

5.1 This Agreement shall remain in effect until terminated according to Section 5.2(b) below.

5.2 (a) Customer may terminate this Agreement at any time and for any or no reason in accordance with the terms of Article 27 of ***Schedule C*** to this Agreement. Upon the effective date of termination specified in Customer's termination notice: (i) all RFPs, proposals, and Services under the Scope of Work for which Supplier has not begun to deliver the Services shall be deemed canceled, unless otherwise agreed in writing by the Companies requesting or authorizing such RFPs, proposals, and/or Services, and (ii) this Agreement shall be terminated without liability or obligation to the Parties, except for any liabilities and obligations arising from Services authorized by Customer or Companies that Supplier has already completed in accordance with the terms of this Agreement. Customer shall have no liability for any costs, expenses, or other fees incurred by Supplier in connection with any RFPs, proposals, or Services that are in process but for which provision of Services has not been completed upon the effective date of termination of this Agreement by Customer.

(b) Termination of this Agreement by Customer shall not effect, or result in, termination of any Services authorized by Customer or a Company and which Supplier has begun to deliver prior to the effective date of termination set forth in Customer's termination notice; provided, however, that this subsection (b) shall not constitute a waiver or relinquishment of any right of termination of any Customer pursuant to the terms and conditions of this Agreement and the Scope of Work.

6. GENERAL

6.1 Notices. All notices, requests, demands, and determinations under this Agreement shall be in writing and shall be deemed duly given: (i) when delivered by hand, (ii) one (1) day after being given to an express courier with a reliable system for tracking delivery designating overnight delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this Section 6.1, or (iv) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to Party at the address(es) specified in ***Schedule F*** attached to this Agreement and made a part hereof. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

6.2 Governing Law. This Agreement and performance under it, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise), shall be governed by and construed in accordance with the laws of State of New York, including without

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limitation New York laws relating to applicable statute of limitation and burdens of proof and available remedies.

6.3 Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other, and any such assignment or attempted assignment without such consent shall be null and void, except that Customer may assign this Agreement and its rights and obligations hereunder to an Affiliate without the approval of the Supplier, but on prior written notice. Supplier shall not assign this Agreement without Customer's prior written consent; provided, however, that Supplier may assign this Agreement to an Affiliate upon assignee's written assumption of all obligations hereunder in form and substance approved by Customer. Budderfly will remain fully responsible and liable for the performance of all obligations under this Agreement notwithstanding such assignment.

6.4 Entire Agreement: Amendment. This Agreement, including any Schedules referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

6.5 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties hereto.

6.6 Headings. The article and section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6.7 Relationship of Parties. Supplier is not an agent of Customer and has no authority to represent the Customer as to any matters, except as expressly authorized in this Agreement.

IN WITNESS WHEREOF, Customer and Supplier have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date first given above.

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[Signature page follows]

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Avangrid Service Company

Signed by:
Kevin Donnelly
1A1820F84208477...
Signature

Kevin Donnelly
Print Name

VP Energy Strategy, Policy, & Transformation
Title

2026-11-11
Date Signed

Budderfly, Inc.

DocuSigned by:
Thomas O. Flynn
Signature

Thomas Flynn
Print Name

Chief Administrative Officer & Gene
Title

11/10/2026
Date Signed

Avangrid Service Company

Signed by:
Andrea VanLuling
F324FE498C034DF...
Signature

Andrea VanLuling
Print Name

VP Controller - Networks
Title

2026-11-11
Date Signed

DAD

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SCHEDULES:

Schedule A: Companies
Schedule B: Services
Schedule C: Terms and Conditions
Schedule D: Pricing Terms
Schedule E: Special Conditions
Schedule F: Notices
Schedule G: Insurance Requirements

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SCHEDULE A

Companies

UIL Holdings Corp.
180 Marsh Hill Rd, Orange, CT 06477

The United Illuminating Company
Ops Center
100 Marsh Hill Rd, Orange, CT 06477

The Southern Connecticut Gas Company
Locations:

SCG Ops Center
Southern Connecticut Gas
60 Marsh Hill Rd, Orange, CT 06477

SCG LNG
775 Oronoque Rd, Milford, CT 06461

Connecticut Natural Gas Corporation
Locations:

CNG LNG
1376 Cromwell Ave, Rocky Hill, CT 06067

CNG Ops Center
East Hartford
76 Meadow Street, East Hartford, CT 06108

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SCHEDULE B

Services, Warranty, Deliverables, and Vendor Requirements

Budderfly

STATEMENT OF WORK (SOW)

Energy Efficiency Savings and Demand Reduction Purchase

This Statement of Work ("SOW") describes the purchase by The United Illuminating Company ("Buyer") from Budderfly, Inc. ("Seller") of: (i) verified incremental electric energy savings, measured in kilowatt-hours ("Passive Demand Response"); and (ii) verified dispatchable electric demand reductions, measured in kilowatts, delivered during events, tests, or other performance periods identified in accordance with this SOW ("Active Demand Response"). Seller shall deliver the purchased outputs in accordance with the annual performance obligations, measurement and verification requirements, and other terms of this SOW. Buyer is purchasing only the verified outputs expressly identified in this SOW and is not purchasing equipment, consulting, advisory, or other professional services. This SOW is issued under and governed by the Master Services Agreement ("MSA") between The United Illuminating Company and Budderfly, Inc. Capitalized terms not defined in this SOW have the meanings assigned in the MSA. In the event of a conflict, the MSA shall control, except that this SOW shall control with respect to the specific scope, quantities, pricing, schedule, M&V requirements, acceptance requirements, and operating requirements expressly stated herein.

1. Purpose

Buyer is purchasing measurable and verifiable electric energy savings and peak demand reductions from Budderfly over a 10-year period. Seller shall deliver the purchased outputs through the installation, operation, maintenance, and control of eligible energy efficiency and flexible load management measures at qualifying small and medium commercial customer sites located within Buyer's electric service territory in Connecticut.

This SOW defines the scope, term, pricing, and conditions associated with this purchase.

2. Scope of Work

Seller shall be responsible for customer acquisition, equipment installation, controls, software, communications, operation, maintenance, M&V, and all other activities necessary to deliver the purchased output.

Seller will acquire new small to medium commercial customers in United Illuminating's service territory in Connecticut, to achieve the energy and demand savings by implementing a core set of equipment upgrades and proprietary technology for flexible load management. The passive demand response measures include LED lighting and controls, smart thermostats, HVAC variable frequency drives, high-efficiency HVAC units,

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refrigeration controls, and kitchen ventilation controls. Seller may use additional measures at its sole cost and risk, provided each measure satisfies the eligibility and M&V requirements of this SOW. Use of an additional measure shall not increase Buyer's purchase obligation or require Buyer to approve the measure, and Buyer may reject any associated output that is unsupported, ineligible, duplicative, or not measured in accordance with this SOW. Seller will not be using any existing customer sites that have received equipment incentives for this project.

All activities performed under this SOW are solely in support of delivering the purchased savings.

Each participating site and measure shall: (a) be located within Buyer's electric service territory; (b) be installed and operational during the applicable performance period; (c) comply with applicable laws, codes, permits, tariffs, and Buyer requirements; (d) represent incremental savings relative to the applicable baseline calculated in accordance with Section 6; and (e) not have received, or be receiving, an incentive or payment from Buyer or another utility, governmental, wholesale market, environmental attribute, capacity, energy efficiency, or demand response program for the same savings or demand reduction, unless Buyer provides prior written approval.

Seller shall obtain and maintain all customer agreements, consents, releases, and data authorizations necessary to perform this SOW. Seller shall provide documentation supporting site and measure eligibility upon request. Buyer may reject or remove any site, measure, savings, or demand reduction that is ineligible, duplicative, unsupported, or inconsistent with this SOW.

Seller shall not sell, transfer, register, retire, or claim any environmental, capacity, demand response, energy efficiency, or other attribute included in the purchased output. To the extent such attributes exist and are included in the unit prices, Seller assigns them to Buyer upon payment.

3. Purchased Output

Buyer is purchasing verified savings for:

- Active Demand Response, measured as demand reduction in kilowatts (kW) during demand response events called by Buyer
- Passive Demand Response, measured as energy savings in kilowatt-hours (kWh)

Seller shall begin qualifying prospective sites and shall commence installation during the first quarter of 2027. Seller shall use commercially reasonable efforts to complete implementation necessary to support the full annual performance obligation no later than September 30, 2028. The quantities in the annual performance schedule are Seller's annual performance obligations and Buyer's maximum annual purchase quantities. Buyer shall pay only for eligible output verified and accepted in accordance with this SOW, up to the applicable annual quantity. Buyer shall have no obligation to purchase output exceeding an annual quantity without a

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written amendment. The number of sites required to achieve the annual savings of 500 MWh will depend on the building type. Budderfly intends to target small-to-medium commercial buildings including:

- Large Quick Service Restaurant
- Full-Service Restaurant
- Standalone Retail
- Small & Medium Offices
- Small Hotel

Seller shall deliver the following annual Passive Demand Response quantities. The agreed implementation ramp of customer acquisition and measure installations shall occur during 2027and shall be measured over the applicable reporting periods stated below:

Year-end	**Annual Energy Savings**
2028	500 MWh
2029	500 MWh
2030	500 MWh
2031	500 MWh
2032	500 MWh
2033	500 MWh
2034	500 MWh
2035	500 MWh
2036	500 MWh
2037	500 MWh
TOTAL	5,000 MWh

4. Term

The term of this SOW shall commence on January 1, 2028, and continue through December 31, 2037, solely for purposes of completing the implementation ramp and delivering the annual quantities stated in Section 3. Notwithstanding the foregoing, Buyer's aggregate purchase obligation shall not exceed 5,000 MWh of Passive Demand Response and ten annual purchases of up to 25 kW of Active Demand Response capability.

5. Pricing and Payment

All costs associated with delivery of energy efficiency savings and demand reductions shall be fully covered by the following $/kW-year and $/kWh prices:

- Passive Demand Response: 500MWh annually / 5000 MWh total

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  - Unit Price: [redacted]/kWh
  - Total 10-year term: [redacted]
  - Payment Schedule: Annually
- Active Demand Response: 25 kW of verified capability during each Contract Year
  - Unit Price: [redacted]/kW-year
  - Total 10-year term:[redacted]
  - Payment Schedule: Annually
- No additional fees, charges, or cost recovery mechanisms shall apply beyond these unit prices.
- Payments shall be made only for energy savings and demand reductions measured and verified in accordance with Section 6 and accepted by Buyer under Section 9. Payments shall be proportional to verified savings delivered.
-
- The unit prices constitute full compensation for all costs incurred by Seller in delivering the purchased output, including customer acquisition, engineering, equipment, installation, permitting, operation, maintenance, repair, replacement, communications, software, data collection, M&V, reporting, regulatory support, subcontractors, and all other activities required under this SOW. Buyer shall pay the lesser of: (a) the applicable annual maximum purchase quantity; or (b) the eligible output verified and accepted by Buyer. No payment shall be due for output that is unverified, unsupported, ineligible, duplicative, disputed, or delivered in excess of the applicable annual quantity without Buyer's prior written approval. Seller may invoice only after Buyer's written acceptance of the applicable annual M&V report. Invoicing and payment timing shall otherwise be governed by the MSA.

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6. Measurement and Verification (EM&V)

All savings delivered under this SOW shall be measured and verified annually using industry-accepted EM&V methodologies appropriate for energy efficiency and demand response resources. The methodologies, requirements, and procedures stated in this Section 6 shall constitute the complete M&V requirements applicable to this SOW. Seller shall remain responsible for selecting and consistently applying the M&V provider, baseline methodology, models, assumptions, data requirements, adjustment methodology, sampling approach, calculation platform, statistical acceptance criteria, and settlement methodology. Seller shall disclose any material change in the applicable annual M&V report. No such change shall increase Buyer's obligations or limit Buyer's right to reject output that is unsupported, ineligible, duplicative, or inconsistent with this SOW. In the event of a conflict between a third-party methodology, external standard, platform methodology, or other referenced document and this Section 6, this Section 6 shall control.

The M&V analysis shall be conducted by WattCarbon or another qualified independent M&V provider selected by Seller. Seller shall remain fully responsible for the acts, omissions, methodologies, calculations, and deliverables of the M&V provider. Seller shall be solely responsible for obtaining, maintaining, validating, and providing all data required to perform M&V. Buyer shall not be required to provide customer, billing, interval-meter, AMI, account, or other utility data to Seller, WattCarbon, participating customers, or any other

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Seller contractor. Seller's inability to obtain sufficient data shall not excuse performance, extend a deadline, increase Buyer's payment obligation, or create any obligation for Buyer to provide data or assistance. The WattCarbon Aristotle Platform enables M&V 2.0 (continuous, automated verification), providing real-time comparison of actual energy use against weather-normalized baselines. The platform is designed for scalability and transparency.

Methodology & Standards: WattCarbon employs openly reviewed and version-controlled methodologies, primarily leveraging the OpenEAC Alliance methods repository. This includes robust Time-of-Week and Temperature (TOWT) regression models for both passive and active demand response calculations.

Passive Demand Response and Active Demand Response shall use separate baseline methodologies. Passive Demand Response shall use at least 12 consecutive months of pre-installation interval data obtained by Seller from Seller-owned or Seller-controlled submeters or another customer-authorized source. Any shorter baseline period shall be clearly disclosed and supported in the applicable annual M&V report and shall be used at Seller's sole risk. Buyer may reject output that is not adequately supported. Buyer shall have no obligation to provide utility meter data for baseline development or any other M&V purpose. Active Demand Response shall use the event-baseline and settlement methodology specified in the Electric Active Demand Response subsection below.

Compliance & Auditability: All generated M&V results are "revenue-grade," meaning they are calculated to meet or exceed the goodness-of-fit and accuracy thresholds (e.g., R^2, CV(RMSE)) recommended by ASHRAE Guideline 14 and required by major programs and ISOs. Results are stored as energy attribute certificates (EACs) within WattCarbon's registry, providing a secure and auditable trail.

All measurement and verification activities will conform to the latest standards of the International Performance Measurement and Verification Protocol (IPMVP) and the ISO New England Manual M-MVDR. In particular, this plan follows an IPMVP Option C whole-facility approach for energy efficiency savings, meaning savings are determined by comparing whole-building meter data before and after the project, adjusted for independent factors. This method is appropriate because the program involves multiple measures affecting total building load. It provides a robust, portfolio-level verification of savings and is consistent with ISO-NE's requirements for "On-Peak Demand Resources." The methodology is further aligned with ASHRAE Guideline 14 for whole-building savings (e.g. meeting goodness-of-fit and uncertainty criteria) and with relevant DOE Uniform Methods Project protocols for specific measures.

All M&V methods are implemented via WattCarbon's transparent methodology library (the OpenEAC Alliance methods repository). Each methodology (for example, Whole-Building Weather-Normalized Savings for efficiency, or Whole-Building Metered Demand Response for DR) has been openly reviewed and is version-controlled. By basing our M&V Plan on these standardized methods, we ensure that the savings calculations are consistent, auditable, and "revenue-grade." Stakeholders and auditors can refer to the documented methodologies (e.g. on the OpenEAC site) to verify that our approach conforms to industry best practice. All data and calculations used will be retained and made available for independent verification as needed.

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Each annual M&V report shall disclose the applicable R^2, CV(RMSE), uncertainty, data-completeness, and confidence results for each model. Seller shall identify any model that does not satisfy the applicable ASHRAE Guideline 14 criteria. Output calculated using a model that does not satisfy the applicable criteria shall not qualify for payment.

Initial M&V Report (Commissioning Verification): Before Seller first claims savings or submits an invoice for a participating site, Seller shall submit commissioning documentation demonstrating that the applicable measures have been installed, are operational, and meet the requirements of this SOW. Budderfly will submit the first M&V Report that will document the baseline models, provide as-built measure details, and demonstrate that the measures can deliver the guaranteed reductions. It will include any early verification tests (such as short-term metering or functional tests) and may show initial savings observations (e.g. a reduction in baseline usage after installation).

Annual M&V Sampling Plan: All participating sites and measures shall be incorporated into the annual M&V analysis. Seller shall use data collected through Seller-owned or Seller-controlled submeters, data loggers, building automation system integrations, or other customer-authorized sources. Seller shall be solely responsible for obtaining, maintaining, validating, and retaining all data required for M&V. Buyer shall not be required to provide or facilitate access to AMI, billing, customer, interval-meter, account, or other utility data. If sufficiently granular metered data are unavailable, Seller may use an alternate estimation methodology at its sole risk, subject to the requirements stated in the Savings Calculation Methodology Overview below.

Where required, on-site M&V activities can include pre/post spot measurements, short-term logging (e.g. lighting runtime loggers for a sample of fixtures, HVAC load measurements), and/or surveys to verify operational parameters. All meters or loggers used will be calibrated and meet program accuracy requirements. We will also verify data quality for all sites by performing data completeness checks and validation routines (detecting any anomalies or missing data). Any anomalies are investigated and corrected or flagged. The combination of full-meter data tracking and supplemental estimation (where needed) gives a high level of confidence in the reported savings. In summary, the M&V sampling approach ensures that results are statistically reliable within the required precision and confidence limits.

Savings Calculation Methodology Overview: We will use the following metered data approaches for calculating savings. If required data are unavailable or insufficient, Seller may use a prescriptive, deemed, sampled, or alternate estimation methodology at its sole risk, provided the methodology and its effect on reported output are fully disclosed in the applicable annual M&V report. Buyer may reject any output calculated using an alternate methodology if Buyer determines that the output is not adequately supported. Seller's inability to obtain sufficient data shall not increase Buyer's obligations or payment responsibility.

- Electric Passive Demand Response: For each building, a baseline energy model is developed using the pre-installation electricity usage data obtained by Seller from Seller's submeters or another customer-authorized source, together with applicable and weather data (typically 12 months). We use a regression-based whole-building model (following IPMVP Option C) to predict hourly or daily consumption as a function of temperature and time-of-week. After

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measure installation, actual metered consumption shall be recorded using the same data source or another customer-authorized source selected and maintained by Seller. Seller shall disclose any change in data source in the applicable annual M&V report and shall demonstrate that the replacement source provides sufficiently consistent and reliable data. The energy savings in any interval (hour/day) are calculated as: Baseline Usage – Actual Usage. These interval savings are aggregated over the year and segmented by period (Summer On-Peak, Summer Off-Peak, Winter On-Peak, and Winter Off-Peak).

- Electric Active Demand Response: This is the dispatchable load reduction that can be called upon during demand response events. It is essentially the curtailment capability. We will quantify this as the average load drop achieved during a standard event. For example, Annual Summer DR Reduction (kW) might be specified as the average curtailment during the summer ISO-NE peak period events (or the committed kW enrolled in the DR program). In M&V, we will confirm this by analyzing each event: for each called event (e.g. a 4-hour curtailment period), we compute the baseline vs actual kW reduction each hour, then average over the event or take the lowest-hour reduction to ensure a conservative value. The annual reported value can be an average across all events or the representative capability (e.g. the one-in-two-year peak day performance). This approach aligns with ISO-NE Manual M-MVDR definitions for Verified DR Value (often the average performance across events or specific test events).

Seller shall submit an annual M&V report for each calendar year within 90 days after December 31. The first report shall cover the period from commencement of delivery through December 31 of the first reporting year. Any partial-year performance obligation shall be the quantity expressly stated in the annual performance schedule and shall not be prorated unless agreed by the parties in writing. Each annual report will contain:

- Updated savings calculations for that year, including breakdowns of kWh saved in each category (summer/winter, on/off-peak) and peak demand reductions achieved, compared against the project targets.
- Documentation of all demand response events called during the year and the measured kW load reduction for each event.
- Any adjustments made (e.g. weather normalization details, any non-routine adjustments if applied) and verification that statistical criteria (model accuracy, confidence intervals) are within acceptable ranges.
- A summary of ongoing operational performance (e.g. uptime of measures, any issues encountered and corrected).

The report will include a summary table of the following for Electric Passive Demand Response measures:

1. Guaranteed Annual Summer On-Peak Energy Reduction
2. Guaranteed Annual Summer Off-Peak Energy Reduction

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3. Guaranteed Annual Winter On-Peak Energy Reduction
4. Guaranteed Annual Winter Off Peak Energy Reduction
5. Guaranteed Lifetime Electric Energy Reduction in kWh
6. Guaranteed Annual Summer Electric Demand Reduction Value in kW
7. Guaranteed Annual Winter Electric Demand Reduction Value in kW
8. Verified Annual Summer On-Peak Energy Reduction
9. Verified Annual Summer Off-Peak Energy Reduction
10. Verified Annual Winter On-Peak Energy Reduction
11. Verified Annual Winter Peak Energy Reduction
12. Verified Lifetime Electric Energy Reduction in kWh
13. Verified Annual Summer Electric Demand Reduction Value in kW
14. Verified Annual Winter Electric Demand Reduction Value in kW
15. Difference between Guaranteed and Verified Annual Summer On-Peak Energy Reduction
16. Difference between Guaranteed and Verified Annual Summer Off-Peak Energy Reduction
17. Difference between Guaranteed and Verified Annual Winter On-Peak Energy Reduction
18. Difference between Guaranteed and Verified Annual Winter Off-Peak Energy Reduction
19. Difference between Guaranteed and Verified Lifetime Electric Energy Reduction in kWh
20. Difference between Guaranteed and Verified Annual Summer Electric Demand Reduction Value in kW
21. Difference between Guaranteed and Verified Annual Winter Electric Demand Reduction Value in kW

The report will include a summary table of the following for Electric Active Demand Response measures:

1. Guaranteed Annual Summer Electric Demand Reduction Value in kW
2. Guaranteed Annual Winter Electric Demand Reduction Value in kW
3. Verified Annual Summer Electric Demand Reduction Value in kW
4. Verified Annual Winter Electric Demand Reduction Value in kW
5. Difference between Guaranteed and Verified Annual Summer Electric Demand Reduction Value in kW
6. Difference between Guaranteed and Verified Annual Winter Electric Demand Reduction Value in kW

Consistent with the audit and record-retention provisions of the MSA, Seller shall provide Buyer and its authorized auditors, evaluators, regulators, and representatives access to records supporting customer authorization, site eligibility, installations, baseline development, source data, models, assumptions, adjustments, calculations, event performance, duplicate-payment screening, and invoices. Data and calculations shall be provided in a usable electronic format.

7. Buyer Responsibilities

Buyer’s responsibilities under this SOW shall be limited to:

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1. Providing notice to Seller of any Active Demand Response event that Buyer elects to call; and
2. Reviewing M&V reports and paying for eligible purchased output accepted in accordance with this SOW.

Buyer shall have no obligation to call any minimum number of Active Demand Response events, conduct test events, enroll or register the purchased output in any program or market, provide customer or utility data, recruit or communicate with participating customers, install or maintain communications equipment, establish or maintain an OpenADR or other automated interface, or perform any operational, implementation, M&V, or customer-support activities. Seller assumes the risk that Buyer may call no Active Demand Response events during a reporting period, and the absence of an event call shall not constitute a breach by Buyer, excuse Seller's obligations, or increase Buyer's payment obligation.

Event notices may be delivered through email or another method designated by Buyer. Any automated notification or system integration shall be implemented only at Buyer's election and shall not be a condition of Seller's performance or Buyer's receipt of the purchased output.

8. Exclusions

This SOW expressly excludes:

- Consulting or advisory services
- Strategic or regulatory planning services
- Program design services
- Custom analyses or studies unrelated to Seller's performance under this SOW; provided that this exclusion does not apply to documentation, calculations, data, explanations, audit support, evaluation support, or regulatory support reasonably required to substantiate site eligibility, purchased output, M&V results, or invoices under this SOW.

9. Acceptance

Delivery of an M&V report does not constitute acceptance of the reported output. Buyer shall have 30 days after receipt of a complete M&V report and all reasonably requested supporting documentation to accept the report or notify Seller of questions or disputed items. The review period shall be suspended while requested information remains outstanding.

Seller shall respond to Buyer's questions and provide requested supporting information within 10 business days. Buyer may accept an undisputed portion while continuing to review or dispute the remaining portion.

Output shall be accepted only upon Buyer's written acceptance. Failure by Buyer to respond within the review period shall not constitute deemed acceptance. Buyer shall have no obligation to pay a disputed amount pending resolution in accordance with the MSA.

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Buyer's review or acceptance shall not require Buyer to independently reproduce Seller's calculations, inspect participating sites, validate source data, or conduct an independent engineering or M&V analysis. Buyer may rely on Seller's reports and certifications without waiving its right to dispute or recover amounts based on subsequently identified errors, omissions, duplicate claims, ineligible output, or unsupported calculations. Seller shall provide, at no additional charge, reasonable documentation, data, calculations, explanations, and personnel support necessary for Buyer to substantiate eligibility, performance, savings calculations, demand reductions, invoices, and claimed benefits in regulatory filings, audits, evaluations, and data requests related to this SOW.

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10. Modifications

Any changes to this SOW must be made in writing and executed by both parties.

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SCHEDULE C

Terms and Conditions

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ARTICLE 1 – CONTRACT DOCUMENTATION AND DESCRIPTION OF SERVICES

Pursuant to that certain Master Services Procurement Agreement (the "Agreement") between Avangrid Service Company (hereinafter, "Customer"), and Budderfly, Inc. (hereinafter, "Supplier" or "Contractor"), the entity (Customer and/or Companies) named in the Scope of Work, engages the Supplier, and the Supplier hereby agrees to perform the Services.

The Services shall be as described in ***Schedule B*** of the Agreement; as such Schedule may be amended, modified or supplemented.

The provision of the Services shall be governed by the order of precedence set forth in the Agreement, Section 2.2(c) of the Agreement.

All work shall be invoiced in accordance with the pricing schedule approved by Customer for the Services, "Pricing Schedule," included in ***Schedule D***, attached hereto and made a part hereof (unless otherwise agreed to in writing by the Customer).

Supplier further agrees to do the following:

A. Supplier, through its experience and the normal course of business, has included full provision for local wage rates, travel and subsistence rates, allowances and conditions, if any, as well as allowances for any other measures necessary to complete the work in a satisfactory manner in accordance with this Agreement.

B. Supplier has read, understands and shall comply with ***Schedule E***, hereby referred to as "Special Conditions", attached hereto and made a part hereof.

C. When Supplier has begun to provide Services pursuant to the Scope of Work

1) Supplier has examined all available records pertaining to the work.

2) Supplier further states that the Contract Price and detailed schedule for completion of the work are based on Supplier's known knowledge and judgment of the conditions and hazards involved, and not upon a representation of the Customer. The Customer assumes no responsibility for any understandings or representation made by any of their representatives during or prior to execution of this Agreement unless such understandings or representations are expressly stated in this Agreement and the Agreement expressly provides that the responsibility is assumed by the Customer.

ARTICLE 2 - CONTRACT PRICE

The Contract Price for the Services (made up of the costs, fees and expenses arising under Article 3 below) shall be set forth in ***Schedule D*** and shall be considered fixed unless stated otherwise (time and equipment, for example) in ***Schedule B*** or ***Schedule D***.

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ARTICLE 3 - PAYMENTS

A. Payments of any undisputed portions of an invoice will be made by the 60th day[1] after the receipt by Customer of a properly completed invoice, supported by original receipts, and detailing the travel expenses.

B. An original and copy of each invoice are to be mailed to the "Bill to Location" provided in the Scope of Work or as otherwise designated in writing by Customer for manual entry into Customer's payment register. Supplier shall submit each invoice only once and shall clearly mark any resubmitted invoice as a duplicate.

Each invoice shall show a unique invoice number, invoice date, , Supplier work location, payment terms and the job name and other information, which may be required or reasonably requested by Customer to record the invoice in its payment register. Customer may return any invoice that does not contain the required information, and payment terms shall not begin to run until a complete and correct invoice is received.

The following documentation must accompany each invoice:

(i) Summary statements listing employee name, job classification, hours charged and hourly billing rates (both straight time and overtime if applicable) and total charges for the invoice period.

(ii) Copy of invoices for material, services, rentals, contracts, and other items purchased or rented in connection with the Services.

(iii) Copies of expense account summary sheets for each individual performing Services will be provided. The summary sheet will summarize lodging, meals, transportation and any other expenses. The period of time will also be shown. Supplier shall retain copies of supporting documents for such expense accounts, and these will be made available for Customer review upon written request by Customer. Supplier shall preserve all pertinent records supporting payment for Services hereunder for a period of two (2) years after final payment for the Services.

(iv) For the initial invoice submitted by Supplier for the Services under this Agreement, the bank account number of Supplier to which payments should be made by Customer and/or Company under this Agreement must be provided in writing with evidence of account ownership as provided herein. For any change in such bank account information, Supplier shall at least thirty (30) days prior to the applicable payment date provide Customer and Company with an account ownership certificate acceptable to Customer for any change to the original bank account information, in addition to the requirements set forth below.

[1] Any deviation from the 60-day minimum payment periods may only be changed to a reduced time period in accordance with the Payment Term Procedures and may require additional internal approvals.

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Supplier acknowledges that invoices which do not contain the above information or are not addressed as stated in the Scope of Work or as otherwise designated in writing by Customer may cause payment delay.

A) Method of payment

All payments by Customer and/or Company will be made by bank transfer or to the bank account that the Supplier notifies Customer at least thirty (30) days prior to the applicable payment date pursuant to the notice requirements in this Agreement. Supplier must prove the account ownership and the identifying details of the bank account.

Any change in the bank details of the Supplier must be duly notified to Customer and/or Company, including the relevant supporting documentation. Otherwise, Customer and Company will not be obligated to make payment to the new account and payment to the former account will constitute a discharge of all obligations by Customer and Company. In any case, Customer and Company may withhold the corresponding payment, without incurring any type of liability, until the provider proves reasonable evidence of the ownership of the bank account. In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

B) Communications

Any notifications, requests and other communications by Supplier related to the administrative management and payments under this Agreement shall be made in writing through the secure communication channel implemented for that purpose by Customer and/or Company. If such secure communication channel is not available, such notifications, requests and other such communications by Supplier must be either: (i) delivered personally; (ii) sent by fax or e-mail (with confirmation); or (iii) sent by mail (with proof of delivery) to the address listed as belonging to each party in the Agreement.

ARTICLE 4 – TAXES

The Contract Price does not include sales/use taxes. Supplier shall be responsible for payment of and assumes exclusive liability for any and all contributions or taxes imposed by or required under the laws of the State of New York or any other state or Federal law, or the Federal Social Security Act or any other act, now or hereafter in effect, upon or in respect to, wages, salaries, benefits or other compensation paid to employees engaged upon or in connection with the Services. Customer shall withhold from any payments due Supplier hereunder any amounts that it is required to withhold pursuant to any Federal or State tax laws.

ARTICLE 5 – CHANGES

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No changes in the Scope of Services are authorized unless made by Customer and sustained by written Supplement. A Change is an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule. Changes made by Supplier, unless authorized by an executed Supplement, shall be made at the sole risk of Supplier, there being no financial recourse against Customer. No changes in the Agreement will be made without a Supplement agreed by Customer and/or Companies. Unless otherwise agreed, all Supplements shall be governed by the conditions of this Agreement.

ARTICLE 6 - CLAIMS/DISPUTES

A. Any claims by Supplier relating to this Agreement, must be submitted to the Customer in writing within fourteen (14) calendar days of initial occurrence of the basis for the claim. Failure to provide such notification shall be deemed waiver of such claim.

B. The notice of claim shall include the particulars and shall specify the cause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Supplier considers itself to be entitled in connection with the Agreement.

C. dispute or claims by the Supplier shall not affect the diligent prosecution by Supplier of the Services.

D. The Parties agree to hold a meeting promptly to attempt in good faith to negotiate a resolution of the dispute, such meeting to be attended by representatives of the Parties with decision-making authority regarding the dispute. If, within twenty-one (21) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, either Party may refer the dispute to a court under Article 41 which is to be the sole legally binding forum available to the Parties for resolution of a dispute hereunder.

ARTICLE 7 – AUDIT [Reserved]

Supplier shall maintain such books and records as are reasonably necessary to substantiate charges under this Agreement. Notwithstanding the foregoing, and unless otherwise required pursuant to a regulatory request, Customer's audit rights do not grant it access to Budderfly's proprietary methodologies, software code, trade secrets, or intellectual property, except to the extent reasonably necessary to verify reported savings, incentive calculations, program costs, or compliance with contractual obligations. Customer may, upon reasonable advance notice and during normal business hours, inspect and audit only those books and records directly related to charges under this Agreement that are not covered by such Monitoring and Verification services. Supplier shall reasonably cooperate with any such audit. All audit results and information obtained through any audit shall be treated as Confidential Information of the Parties. This provision shall survive for two (2) years following final payment under this Agreement.

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ARTICLE 8 - RIGHTS, PRIVILEGES, REMEDIES

All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.

ARTICLE 9 - NON WAIVER OF RIGHTS

Any failure by the Customer or the Supplier to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 10 - SET-OFF

In the event Supplier owes money to the Customer or has defaulted under this Agreement or under any other agreements with the Customer, or Supplier has failed to pay any amount owed to the Customer whether pursuant to an agreement, a statutory or regulatory fine, the imposition of statutory or regulatory damages, or otherwise (collectively, the "Obligations"), the Customer may, at its option, setoff and/or net any or all such Obligations against any amounts owed by the Customer to the Supplier.

ARTICLE 11 - CONFLICTING DOCUMENTS

To the extent, if any, that the specifications, drawings or other documents that may be referenced herein conflict with the provisions of this Agreement, the order of precedence set forth in Section 2.2(c) of the Agreement shall govern such conflict.

ARTICLE 12 - INDEPENDENT SUPPLIER

Supplier is and shall always remain an independent contractor in its performance of this Agreement. With the exception of staff augmentation engineering services required by Customer, where Supplier's personnel work out of Customer's offices under Customer's direction, the provisions of this Agreement shall not be construed as authorizing or reserving to Customer any right to exercise any control or direction over the operations, activities, employees or agents of Supplier in connection with this Agreement. Neither Party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither Party to this Agreement, nor any person performing any duties or engaging in any work at the request of such Party, shall be deemed to be an employee or agent of the other Party to this Agreement.

Customer shall carry no worker's compensation insurance, health insurance or accident insurance to cover the Supplier, or any of its agents, employees or subcontractors. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, or provide any other contributions or benefits which might be expected in an employer/employee

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relationship. The Supplier agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and any other required payments himself or herself.

ARTICLE 13 – SUBCONTRACTS

If Supplier shall cause any part of the work to be performed by a sub-contractor, the provisions of this Agreement shall apply to such sub-contractor and its officers, agents or employees in all aspects as if they were employees of Supplier, and Supplier shall not thereby be discharged from any of its obligations and liability hereunder, but shall be liable hereunder for all acts and omissions of the sub-contractors. Nothing hereunder shall create any contractual relationship between Customer and any subcontractor or any sub-subcontractor.

The Supplier shall submit a list of those work items which it plans to subcontract and the names of Supplier's subcontractor proposed for the work together with all materials for an evaluation by Customer's Corporate Security Group. Supplier's subcontractor may not be changed except at the request of or with the written approval of the Customer, which shall not be unreasonably withheld. The Customer shall promptly notify the Supplier in writing if, after due investigation, Customer has reasonable objection to any subcontractor on such list and does not accept it. Copies of all subcontracts shall be furnished to the applicable Customer contract management representative.

Supplier shall assign to Customer any subcontractor warranties applicable to the Services that extend beyond the applicable warranty period upon the expiration or termination of such warranty period. Contractor shall assign any subcontractor warranties applicable to the Services to Customer if Supplier becomes insolvent or files for bankruptcy.

Notwithstanding anything to the contrary in this Agreement, Supplier may engage qualified third-party contractors or service providers to perform installation, related services, and field services in connection with energy efficiency upgrades at Supplier's customer locations; provided, however, that Supplier shall remain fully responsible for the acts, omissions, performance, compliance, and work quality of such third parties as if performed by Supplier. Supplier shall ensure that such third parties comply with all applicable obligations under this Agreement, including without limitation requirements related to safety, insurance, confidentiality, data security, compliance with applicable laws, customer interaction, and protection of Customer and Company property and information. Supplier shall provide Customer with reasonable information regarding such third parties upon request, and Customer may object to the use of any such third party based on reasonable safety, security, performance, compliance, or reputational concerns. Nothing in this paragraph shall relieve Supplier of any liability or obligation under this Agreement.

ARTICLE 14 - THIRD PARTY BENEFITS

Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.

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ARTICLE 15 – SAFETY

Customer may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety. In the event of any work stoppage, Supplier shall properly protect such work as may be liable to sustain injury from any cause.

The Customer's Safety Rules and Regulations for Suppliers are attached hereto and made a part hereof, as ***Appendix 1 to this Schedule C*** and shall apply to all work performed under this Agreement.

ARTICLE 16 – ACCIDENT, SECURITY AND LOSS PREVENTION

For the protection of workers and the public, the Supplier will take all necessary and advisable precautions for the safety of all persons and property at, on, or near the work site and will erect and maintain all necessary and advisable safeguards as required by the conditions, prudent industry practice, and progress of the work. Supplier is responsible for the security and protection of its own equipment, supplies, and tools used in connection with the Services. Supplier must use due care to protect any of the Customer's or Companies' property in its possession or under its control at any time while performing the Services, which must not be less than the care exercised by Supplier with its own property, and Supplier is responsible for any damage to such property resulting from its failure to use such care. For the avoidance of doubt, this Article shall be subject to the terms of the Data Security Rider, if applicable.

ARTICLE 17 – INSURANCE

Supplier shall maintain insurance in accordance with the requirements as set forth in ***Schedule G***. Supplier must maintain applicable insurance for the full term of this Agreement. An insurance certificate must be mailed to Customer prior to starting Services.

ARTICLE 18 – INDEMNIFICATION

Supplier will indemnify, defend at its expense and hold harmless to the fullest extent permissible by law, the Customer and its Affiliates, directors, officers, employees, shareholders, managers, members, partners, agents, successors, and permitted assigns (the "Indemnitee"), from and against third-party claims, demands, suits, losses, costs, fees, damages or expenses it may suffer, or for which it may be held liable, whether including, without limitation, reasonable expenses and attorney's fees incurred in the connection therewith, by reason of:

A. any patent, trademark, or copyright infringement claim, or any design, device, process or procedure used, installed or provided by the Supplier or its agents or subcontractors under this Agreement;

B. any work-related accident or injury affecting an employee, agent or subcontractor of the Supplier, arising in connection with work performed under this Agreement;

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C. any claim by an agency or instrumentality of the federal, state or any local government, or by an employee, agent or subcontractor of the Supplier alleging that:

   i. the Indemnitee is required to maintain worker's compensation or unemployment or any other type of insurance upon any employee, agent or subcontractor of the Supplier;
   ii. the Indemnitee is liable for tax payments or withholding with respect to any employee, agent or subcontractor of the Supplier;
   iii. any employee, agent or subcontractor of the Supplier is entitled to receive employee benefits from the Indemnitee, including, without limitation, vacation, deferred compensation, medical, pension, 401(k) or any other benefit available to the Indemnitee's employees; and
   iv. the Indemnitee is liable to any party, for any reason, due to the negligent performance of Services or omissions by an employee, agent or subcontractor of the Supplier;

D. any negligent, reckless or willful actions or omissions of, or violations of applicable law by, the Supplier or its agents or subcontractors; or

E. any claim by any employee, agent or subcontractor of Supplier or its Affiliates against Customer or any other Indemnitee.

Individual employees, agents and subcontractors of the Supplier who are performing services for the Indemnitee under this Agreement shall be considered to be employees, agents or subcontractors of the Supplier for all purposes under this Agreement, notwithstanding any judicial or administrative determination that such employees, agents or subcontractors of the other party should be regarded as employees under applicable law. All actions of the employees, agents and subcontractors of the Supplier under this Agreement shall be deemed to be actions of the Supplier under these indemnities and this Agreement. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Supplier hereby waives any defense or immunity it might otherwise have under applicable worker's compensation laws or any other statute or judicial decision (including, for work or Services to be conducted in Maine, without limitation, *Diamond International Corp. v Sullivan & Merritt, Inc.* 493 A2d. 1043 (Me 1985)) disallowing or limiting such indemnification, and the Supplier consents to a cause of action for indemnity. Except as specified in this Article, Supplier will not be deemed to waive any defenses or immunities available to it under applicable law. Notwithstanding the foregoing agreement to indemnify and hold harmless, the Parties expressly agree that Supplier has no duty to defend, indemnify and/or hold harmless the Customer from and against any claims, causes of action, or proceedings directly caused solely by the Customer's gross negligence or willful misconduct.

ARTICLE 19 – WARRANTY

The Supplier warrants that the Services performed under this Agreement shall be performed in accordance with any Customer and applicable Company's technical documentation, standards,

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manuals and procedure or and other procedure specified in the RFP together with the specifications set forth in a Scope of Work or elsewhere herein, and otherwise in accordance with sound and generally accepted industry practice by those who render these types of services with that degree of skill and care as required by customarily accepted professional practices and procedures, at the time such services are performed. If the Supplier's Services are faulty, the Supplier shall for a period of one (1) year after completion of Services, without labor charge and adders or other fee to Customer, promptly re-perform such Services to the extent necessary to correct the fault therein. This provision shall not be construed to affect or limit the liability of the Supplier to third parties, Supplier's obligation to Customer pursuant to the Indemnification clause contained herein or any other remedy which may be available to Customer under applicable law. The warranty hereunder is transferable to any assignee of Customer's rights under this Agreement, including for any remaining warranty period should an assignment occur.

ARTICLE 20 - APPROVAL/ACCEPTANCE

All work under this Agreement shall be subject to the Customer's inspection and approval before payment. Acceptance of Services hereunder by Customer does not relive Supplier from any of its obligations under this Agreement or any scope of work, and does not constitute waiver of any of the rights and remedies of Customer hereunder.

ARTICLE 21 - FORCE MAJEURE

For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that Party or the negligence of that Party and that prevents a Party from complying with any of its obligations under this Agreement, and that the Party claiming the occurrence of such event has furnished the other Party with prompt notice when it appears that such cause will result in non-performance or shall threaten to impair such Party's performance, except that a Force Majeure Event will not include a strike, workforce unavailability, or other labor unrest that affect only one Party, late delivery or breakage of equipment or materials (except to the extent due to a Force Majeure event otherwise excusable hereunder), lack of funds or change in economic circumstance, a failure of performance of any third party (except to the extent due to a Force Majeure event otherwise excusable hereunder), an increase in prices, a change in market demand, a change in law, weather or climatic conditions within the range of severity as recorded by the *National Oceanic and Atmospheric Administration* over the past twenty-five (25) years in the vicinity of the Site or elsewhere, or actions of a Governmental Authority with respect to the Supplier's compliance, or failure to comply, with Applicable Laws, Permits, or Governmental Authority-imposed measures. Force Majeure may include the following events, (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies in each case within the country; (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war in each case within the country; (c) riot, commotion, disorder, strike or lockout in each case within the country, by persons other than the Supplier, the Supplier's Personnel, Subcontractors and other employees of the Supplier; (d) ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such radiation or radio-activity; or, (e) natural catastrophes, such as earthquake, volcanic activity, hurricane or typhoon (but not any other weather, climate or metocean

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conditions). Supplier shall have used its best efforts to remedy the delaying cause or condition and recommence performance, and has furnished the Customer with prompt written notice when it appears that such cause will result in non-performance or shall threaten to impair Customer's ability to operate. Customer shall have the right, at its option and without being under any liability to Supplier, to cancel by notice in writing to Supplier the portion or portions of the work so affected and to take such compensation action as may be necessary. Correspondingly, Customer shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence. Upon occurrence of a Force Majeure Event, the nonperforming Party shall promptly notify the other Party of occurrence of that Force Majeure Event, its effect on performance, and how long that Party expects it to last. Thereafter the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement. If the Force Majeure Event extends for more than [twenty (20)] days and if the Supplier cannot reasonably reschedule or perform any affected element of this Agreement, the Customer shall be entitled to terminate this Agreement upon notice to the Supplier. Supplier shall furnish timely reports every ten (10) Business Days during the continuation of each Force Majeure Event with respect thereto and whenever such Force Majeure Event has ceased. If a Force Majeure Event materially affects Supplier's schedule for performance hereunder, Supplier may request an equitable adjustment and the Parties agree to memorialize schedule changes in a change order. If the effects of a Force Majeure Event last longer than twelve (12) months, that shall entitle Customer to terminate the Agreement or the affected Scope of Work, as the case may be.

Customer and Supplier expressly agree, notwithstanding any provision in this Agreement to the contrary, that: (i) a COVID-19 pandemic exists worldwide as of the execution date of this Agreement; (ii) the existence of such pandemic, and its effects, now, and for the duration of Supplier's performance under the Agreement, including, without limitation, effects upon pricing, schedule, quantities or specifications, if any, shall not be cause for Supplier to rely upon, invoke, or avail itself to, any rights or remedies under this Agreement, at law, or in equity, for a claim, or an adjustment to the price, schedule, quantities, specifications, or other material terms of this Agreement, including the rights and remedies set forth in this Section of this Agreement; (iii) the material terms of this Agreement, particularly terms relating to price, schedule, quantities, availability and specifications, take into consideration, and fully account for, the existence of such pandemic and its effects, now, and for the duration of Supplier's performance under the Agreement; and (iv) such pandemic shall not render Supplier unable to fulfill any of its obligations under the Agreement, and Supplier shall not have any claim, action or cause of action against Customer in connection with such pandemic, including any claim for frustration of purpose, change in circumstances, economic balance or impossibility. This provision shall survive the completion or earlier termination of this Agreement.

ARTICLE 22 - TITLE AND LIENS

Supplier represents and warrants that it has title to all equipment or material furnished hereunder free and clear of all liens and encumbrances. Complete legal and equitable title to each item of equipment or material covered by this Agreement shall pass to the Customer immediately upon

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delivery at job site. This provision shall apply irrespective of any terms of payment specified in this Agreement. Passage of title pursuant to this provision shall not release or waive any continuing or subsequent responsibility of Supplier under this Agreement.

Supplier shall take all action reasonably necessary to discharge, remove, or satisfy any lien filed against any property of the Customer, or any portion thereof, arising from any work, labor, services, or materials claimed to have been performed or furnished for, or on behalf of, the Supplier or any person or entity by or through the Supplier. Supplier shall forthwith take such action necessary to discharge, remove, or satisfy any such lien filed against the property of the Customer, including but not limited to posting of a bond. If the Supplier shall fail to discharge, remove, or satisfy any such lien within ten (10) days after notice of the existence of such lien has been provided by the Customer, the Customer shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding, and the amount so paid or deposited, or the premium paid for such bond, with interest at the maximum allowable by law, may be set-off against any payment due Supplier under this Agreement.

ARTICLE 23 - PROGRESS AND COMPLETION

It is expressly understood by the Supplier that TIME IS OF THE ESSENCE in the performance of this Agreement. The Supplier shall begin the work on the date of commencement set forth in the Agreement. The Supplier shall carry the work forward expeditiously with adequate forces and shall complete it by the time work is to be completed as stated in the Agreement.

If the Supplier is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Customer by the Supplier, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Customer of an extension of time for performance and may be deemed a default.

Failure of Supplier’s subcontractor or materials and equipment suppliers to meet schedules shall not be cause for an extension of time. Supplier acknowledges that it has sole responsibility for expediting the efforts of its subcontractors, suppliers, and others.

ARTICLE 24 - EMERGENCIES

The Supplier shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases, Supplier shall notify the Customer of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Supplier on account of emergency work shall be determined by mutual agreement of the parties.

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ARTICLE 25 - WORK STOPPAGE

Supplier's personnel shall not honor any union picket lines or strikes nor take part in any work slowdown or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Supplier to supply a qualified work force. Customer may terminate this Agreement if Supplier fails to provide a qualified work force within twenty-four (24) hours of Customer's notification to Supplier that a qualified work force has not been supplied.

ARTICLE 26 - TERMINATION

(a) Customer may for any reason, with or without cause, on thirty (30) days' written notice to Supplier terminate all or any part of the unperformed portion of this Agreement without liability to Customer except as stated in this Article. Termination of a scope of work under this Article 27 does not terminate this Agreement unless expressly stated in the notice of termination. In full discharge of any obligations to Supplier with respect to this Agreement and such termination, Customer shall pay Supplier, in accordance with the payment terms of the Agreement, only for Services satisfactorily performed prior to receipt by Supplier of notice of termination; provided, however, that such payment shall not result in a total payment to the Supplier exceeding the maximum amount payable to the Supplier pursuant to this Agreement. Termination shall not relieve Supplier of any obligation which may arise out of Services performed prior to termination. In no event shall Customer be liable to Supplier for lost profit or overhead in respect of Services not performed prior to termination, unabsorbed overhead or anticipated profits on uncompleted portions of this Agreement.

(b) In the event Supplier is in default of any of its obligations under this Agreement, Customer shall have the right, on ten (10) days written notice to Supplier, to terminate this Agreement for such default; provided, however, that Supplier shall have the right to cure by submitting a plan acceptable to the Customer to cure the default during the ten (10) day notice period in order to avoid termination and providing that such default is, in fact, cured within thirty (30) days after Supplier first received notice of the default from Customer or some other period of time acceptable to Customer. Without limiting the provisions of this Agreement, the following events shall also constitute a default by Supplier under this Agreement:

(i) In the event that Supplier is declared to be bankrupt or insolvent, Supplier makes an assignment for the benefit of creditors, Supplier files a voluntary petition in bankruptcy or insolvency or an involuntary petition is filed against Supplier, or a receiver is appointed for Supplier and such appointment or bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within thirty (30) days.

(ii) There has been a material adverse change in the financial condition of Supplier that affects the ability of Supplier to perform.

(iii) Supplier assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third party without the prior written consent of the Customer or Companies.

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(iv) Supplier (i) fails or refuses to comply with any applicable laws or regulatory or permitting requirements, and (ii) either (A) within five days after obtaining knowledge of such non-compliance does not commence steps to comply or is not in compliance with such requirements within a reasonable period of time thereafter, or (C) Companies or the Customer faces any civil or criminal action or penalty as a result of such non-compliance by Supplier.

In the event of such termination, Customer shall have all rights and remedies provided by law or equity and under this Agreement. In addition, in such event, Customer may set off against from any money otherwise due for Services rendered prior to termination an amount which Customer reasonably determines is adequate to cover all damage resulting from the Supplier's default.

(c) Pursuant to Section 45 of Public Act No. 25-173, An Act Concerning Energy Affordability, Access and Accountability, this Agreement is subject to review and approval by the Connecticut Public Utilities Regulatory Authority ("PURA"). Following execution of this Agreement, Customer shall file an application for approval of the Agreement with PURA, including confirmation that the net costs of the Agreement are reasonable and shall be recovered on a timely basis through the conservation adjustment mechanism and/or the nonbypassable federally mandated congestion charge, as the case may be. Notwithstanding any provision of this Agreement to the contrary, in the event that PURA issues a final decision denying such approval, following the expiration of any available appeal period, this Agreement shall terminate automatically, without notice, and without liability to either Party. Supplier specifically acknowledges this potential outcome and understands that any Services performed prior to approval by PURA are at Supplier's own risk.

ARTICLE 27 – TERM AND SURVIVAL

This Agreement shall remain in effect unless otherwise terminated as provided herein, or upon receipt by Customer of Supplier's Release and Certificate Form and Final Payment is made as set forth in Article 30 below. Notwithstanding the foregoing, Articles 4 Payments, Article 5 Taxes, Article 7 Claims/Disputes, Article 8 Audit, Article 9 Rights, Privileges, Remedies, Article 10 Non Waiver of Rights, Article 13 Independent Suppliers, Article 14 Subcontractors, Article 16 Safety, Article 17 Accident, Security and Loss Prevention, Article 18 Insurance, Article 19 Indemnification, Article 22 Force Majeure, Article 23 Title and Liens, Article 31 Assignment, Article 36 Public Release of Information, Article 37 Limitation of Liability, Article 38 Confidentiality, Article 39 Equal Employment Opportunities Compliance, Article 41 Governing Laws, Article 47 Ethics, and all other terms which contain obligations or duties which by their nature are to be or may be performed beyond any termination hereof, shall survive the termination of this Agreement without regard to the reason for termination.

ARTICLE 28 - REMOVAL OF EQUIPMENT

In the case of termination of this Agreement for any reason whatsoever, the Supplier, if notified to do so by the Customer, shall promptly remove any part or all of Supplier's equipment and supplies

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from the property of the Customer, failing which the Customer shall have the right to remove such equipment and supplies at the expense of the Supplier.

ARTICLE 29 - FINAL PAYMENT

Final payment under this Agreement shall not be made until successful completion and acceptance of the work by the Customer and when requested by Customer, Supplier's delivery of a completed Release and Certificate Form, the form of which shall be provided to Supplier at the time of the request.

ARTICLE 30 - ASSIGNMENT

Supplier shall not assign all or any of its rights or obligations under this Agreement except with the prior written consent of Customer. Supplier shall not assign this Agreement without Customer's prior written consent; provided, however, that Supplier may assign this Agreement to an Affiliate upon the assignee's written assumption of all obligations hereunder in form and substance approved by Customer. Supplier will remain fully responsible and liable for the performance of its obligations under this Agreement notwithstanding such assignment. Any assignment made without such consent shall be void ab initio.

ARTICLE 31 - SEVERABILITY

If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such holding shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

ARTICLE 32 – NON-WAIVER OF RIGHTS

Any failure by the Customer to enforce or require the strict performance of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way.

ARTICLE 33 – OWNERSHIP OF PLANS

All drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda that is expressly identified in a statement of work as being created by Supplier specifically for Customer (collectively, "Customer Work Product") will be deemed "work-made-for-hire" for Customer and will be the Intellectual Property of Customer. Customer Work Product shall (i) remain the Intellectual Property of Customer or Company (as applicable); (ii) be delivered to Customer upon completion of the work or termination or cancellation of this Agreement if requested by Customer, and (iii) b shall be the property of Customer and may be used by Customer for any purpose whatsoever without any claim on the part of Supplier for additional compensation. To the extent any of the foregoing are not deemed a work for hire by operation of law, Supplier hereby irrevocably assigns, transfers, and conveys to the Customer without further consideration all of its right, title, and interest in

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such drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations and memoranda of every description, including all rights of patent, copyright, trade secret or other proprietary rights in such materials.

Except for Customer Work Product expressly identified in a Statement of Work, Supplier shall retain all right, title, and interest in and to its drawings, plans, specifications, reports, designs, design data, technical and scientific data, findings, recommendations, memoranda, methodologies, processes, know-how, software, templates, documentation, and other intellectual property, whether existing prior to or developed during the performance of this Agreement. No ownership rights in such Supplier materials are transferred to Customer by virtue of this Agreement, and Customer shall receive only such rights to use such materials as are expressly granted in the applicable Statement of Work.

Except as specifically authorized by this Agreement, or as otherwise authorized in writing by Customer, Customer Work Product shall be used only in connection with the work under this Agreement.

ARTICLE 34 - KEY PERSONNEL

Personnel assigned to perform work hereunder who are designated as "Key" Personnel in this Agreement specified on ***Schedule E*** of this Agreement shall devote their working time to the work as required by the Agreement Schedule of Activities and shall not be removed, without the prior written consent of Customer, until their assignments are completed. The Customer shall have the right to reject replacements for personnel.

ARTICLE 35 - PUBLIC RELEASE OF INFORMATION

Dates, photographs, sketches, advertising and other information relating to the work under this Agreement, which Supplier desires to release or publish, shall be submitted to the Customer for approval two (2) weeks prior to the desired release date. As a part of the approval request, Supplier shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases must have the prior written approval of the Customer which approval may be withheld without reason or explanation to Supplier.

ARTICLE 36 - LIMITATION OF LIABILITY

To the fullest extent permitted by law, Customer shall not be liable for any special, indirect, punitive, exemplary, incidental or consequential damages resulting in any way from the performance of the services hereunder, including lost profits or other business interruption damages, whether based in contract, warranty, tort, negligence, strict liability, or otherwise, and whether suffered by Supplier or by any of its subcontractors, under or in respect to this Agreement or for any failure or performance related to this Agreement howsoever caused.

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ARTICLE 37 – CONFIDENTIALITY

Supplier, and its employees, agents and subcontractors, shall treat as confidential all information, (including any technical information, experience or data) regarding Customer or Customer's plans, programs, plants, processes, costs, equipment, operations, of Customer (or of Customer's Affiliates), which is disclosed hereunder or otherwise comes into the possession of Supplier, its employees, agents and subcontractors in the performance of this Agreement, and shall not use or disclose this information to others except as is necessary to perform the Services hereunder, during the term of this Agreement, and for three (3) years thereafter, without Customer's prior written consent. The provisions of this Article shall not apply to any information referred to in this Section which (i) has been published and has become part of the public knowledge through no act or omission by Supplier, its employees, agents or subcontractors, (ii) has been furnished or made known to Supplier by third parties (other than those acting directly or indirectly for or on behalf of Customer) as a matter of legal right and without restriction on disclosure, (iii) was in Supplier's possession prior to disclosure by Customer and was not acquired directly or indirectly from Customer or its Affiliates, or (iv) is required by law or by any other governmental regulatory authority to be disclosed.

Any non-public information of Supplier provided by the Supplier to Customer hereunder will be similarly restricted, except as set forth in clauses (i) through (iv) in the paragraph above. Customer will not disclose such non-public information to; provided, however, that notwithstanding the foregoing, Customer may disclose any such information to its Affiliates, and each of their employees, agents, professional advisors, consultants and to any regulatory agencies or instrumentalities when such disclosure is necessary, or otherwise required by law.

Each Party agrees that it will cooperate with the other in an effort to minimize the amount of such non-public information that is required by law or governmental regulatory authority to be disclosed in any such case, and to make reasonable efforts to secure confidential treatment of such information.

In no event shall Customer's name and/or logo or the name and/or logo of its Affiliates be used, whether written or verbal, duplicated, reproduced by any means whatsoever without the prior written permission of the Customer.

All inquiries by any governmental, business, or other entity, including media, regarding any work performed or to be performed by Supplier for Customer shall be directed by Supplier to Customer for response.

ARTICLE 38 – COMPLIANCE WITH APPLICABLE LAWS

Supplier shall comply with all Applicable Laws in the performance of its obligations hereunder, including with respect to (i) anti-discrimination and equal opportunity, (ii) anti-bribery, anti-corruption and sanctions, and (iii) to the extent applicable, federal contracting and procurement requirements. Supplier shall (a) promptly provide Customer with any certifications and other information required by Applicable Laws, or reasonably requested by Customer, to demonstrate

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Supplier's compliance therewith, and (b) defend, indemnify and hold harmless Customer, the Companies, their Affiliates and each of their respective directors, officers, employees, agents, successors and assigns from and against any and all liabilities, claims, costs, expenses (including reasonable attorneys' fees), losses and judgments arising from Supplier's failure to comply with Applicable Laws. As used herein:

> "Applicable Laws" means all laws, statutes, orders, judgments, decisions, decrees, licenses, permits, licenses, approvals, rules, codes, and regulations of a Governmental Authority.
>
> "Governmental Authority" means any federal, state or local department, office, agency, instrumentality, authority, board, commission or similar entity having jurisdiction over a Party and their employees or subcontractors (and their respective employees), any portion of the scope of work or any project or worksite described in this Agreement.

ARTICLE 39 - [Reserved]

[Reserved]

ARTICLE 40 - GOVERNING LAWS

The Supplier will comply with all applicable federal, state and local laws, rules, ordinances and regulations of any governmental entity, board or agency having jurisdiction over the work or the premises, including, without limitation, Federal, state, or local laws, rules and regulations and any applicable Executive Orders (state or Federal) in the performance of the Services. All questions concerning the interpretation, validity and enforceability of this Agreement and of its terms and conditions, as well as questions concerning the sufficiency or other aspects of performance under the terms or conditions of this Agreement, shall be governed by the law of the State of New York, without reference to its conflict of law provision and any action or proceeding brought in connection therewith, will be brought in the appropriate court located in Monroe County or New York County, State of New York. The Parties hereby irrevocably consent to the jurisdiction of such court and hereby waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the venue of any such dispute related to or arising out of this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

ARTICLE 41 - PERFORMANCE MONITORING

Customer will evaluate Supplier's performance by utilizing Supplier Corrective Action Reports and Supplier Performance Evaluation Reports. The Supplier must provide upon request the OSHA incident rate and Experience Modification Rate for Customer's review. The Customer's Project Manager will evaluate the Supplier's performance upon the conclusion of every project by completing the specified report. The Customer will continuously monitor the Supplier's

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performance. Performance by a Supplier that is less than desirable may potentially eliminate this Supplier from bidding on future projects and/or lump sum projects.

ARTICLE 42 - CONTINUOUS IMPROVEMENT

Continuous improvement is an objective of this Agreement. Supplier shall use commercially reasonable efforts to identify process improvements, reductions in material costs, efficiencies in service delivery, and other opportunities that may reduce the cost of items or services provided under this Agreement. Upon request, Supplier shall promptly communicate such opportunities to Customer and, where such savings are realized and directly applicable to the Services provided to Customer, Supplier shall pass through to Customer a commercially reasonable portion of such documented savings in the form of price reductions, credits, or other mutually agreed adjustments. Supplier shall continue to pursue service, delivery, material handling, and performance improvements consistent with commercially reasonable practices in its industry.

ARTICLE 43 - NO DISPUTE

Supplier represents and warrants that it is not aware of any pending billing dispute or other contractual dispute (pursuant to current contracts or contracts no longer in effect) or any pending or threatened litigation between Supplier and/or any of Supplier's affiliates and Customer and/or and of Customer's Affiliates.

ARTICLE 44 - [Reserved]

[Reserved]

ARTICLE 45 - EMPLOYEE SOLICITATION

Each Party understands and acknowledges that the other Party (the "Other Party") has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Other Party. To the maximum extent permitted under applicable laws, each Party agrees and covenants not to directly or indirectly solicit, hire, or recruit, or attempt to solicit, hire, or recruit-any employee who has been employed by the Other Party or its Affiliates during the term of this Agreement, with whom each Party has had contact in connection with the negotiation, execution, or performance of this Agreement (collectively, "Covered Employee"), or induce the termination of employment of any Covered Employee for a period of one (1) year, beginning on the employee's last day of employment with the Other Party or one (1) year after the term of this Agreement, whichever is sooner in the applicable case, except with the prior written consent of the Other Party, and each Party shall not induce or attempt to induce, directly or through an agent or third party, any such Covered Employee to leave the employ of the Other Party or its Affiliates. As used herein, the term "Affiliate" shall mean any person or entity controlling, controlled by, or under common

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control with the Customer through majority stock or other ownership interest, direct or indirect. Notwithstanding the foregoing, nothing in this clause shall either (i) limit a Party from employing any person who contacts such Party on his or her own initiative and without any solicitation by each Party specifically directed to such employee, or (ii) directly or indirectly prohibit or restrict either Party from soliciting or hiring another Party's current or future employees to the extent such prohibition or restriction is prohibited or impermissible under applicable laws.

ARTICLE 46 – ETHICS

(a) Supplier shall comply with the Avangrid Suppliers' Code of Ethics ("Suppliers' Code of Ethics") in connection with its performance under this Agreement. The Suppliers' Code of Ethics can be found at the Avangrid website (www.Avangrid.com).

(b) Customer hereby notifies Supplier that, under applicable law, Supplier and its employees, may have certain rights that permit the good faith reporting of information to governmental authorities without actual or threatened retaliation from Company, for example, under the Maine Utility Accountability Act (35-A M.R.S.A §1316). Supplier shall inform its employees of these rights as necessary and shall not retaliate against its employees for making such legally-protected good faith reports to governmental authorities or to Customer. Without limiting such rights under applicable law, Supplier may also report such concerns to Customer's anonymous Ethics and Compliance helpline, as further set forth in the Suppliers' Code of Ethics.

ARTICLE 47 – [Reserved]

[Reserved]

ARTICLE 48 – [Reserved]

[Reserved]

ARTICLE 49 - GRATUITIES PROHIBITED

The Supplier, its agents, employees and subcontractors shall not, under any circumstances, offer or extend any gratuity or special favor to any employee or agent of the Customer or its Affiliates or do anything which might reasonably be interpreted as an attempt to influence any employee or agent of the Customer in the conduct of their duties.

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SCHEDULE D

Pricing Terms

1. Prices shall remain firm for orders placed during the term of this Agreement.

2. Payment Terms are Net 60 days from Company's receipt of invoice.

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SCHEDULE E

Special Conditions

Not Applicable

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SCHEDULE F

Notices

Along with all other correspondence requirements included in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. Mail, postage prepaid, addressed as specified herein or to such other address or addresses as may be specified from time to time in a written notice given by such Party, or when email notice has been given with an acknowledgement given by the appropriate Party representative. The Parties shall acknowledge in writing the receipt of any such notice delivered in person.

All communications to **Customer** shall be directed to:

Avangrid Service Company
Contract Administration
3 City Center
180 South Clinton Ave
Rochester, NY 14607
Phone: 585-724-8028
Fax: 585-771-2820

With Copy To:
Michael Borea
Sr Manager, Delivery Programs & Products

76 Meadow Street
East Hartford, CT 06108
Email: michael.borea@uinet.com

All communications to Budderfly, Inc. shall be directed to:

Supplier Name	Budderfly, Inc.
Contact Name	Beth Crouchet
Title	Director of Energy Markets & Resource Planning
Email Address	beth.crouchet@budderfly.com
Street Address	2 Trap Falls Road, Suite 310
City, St, Zip	Shelton, CT 06484
Phone	(855) 299-1334

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SCHEDULE G

Insurance Requirements

Before commencing Services, the Supplier shall procure and maintain at its own expense for a period of two years beyond completion of the Services, the insurance types, limits, terms, and conditions listed in Section 1 below. The amounts as specified are minimums only and in no way limit the indemnification obligations of the Supplier. The actual amounts above the minimums shall be determined by the Supplier. In addition, for any Services that are authorized to be subcontracted, the Supplier shall require each subcontractor to procure and maintain all insurance as outlined below.

IF YOU DO NOT HAVE A CURRENT CERTIFICATE ON FILE WITH CUSTOMER prior to commencement of Services, Certificates of Insurance evidencing Supplier's and/or subcontractor's possession of insurance as outlined in Section 1 shall be filed with Customer and the Companies for its review.

Certificates of Insurance should be mailed to the Procurement Department at the following address:
Avangrid Service Company
Contract Administration
3 City Center
180 South Clinton Ave
Rochester, NY 14607
Phone: 585-724-8028
Fax: 585-771-2820

A. General Insurance Requirements

Each insurance policy shall:

1) be placed with an insurance company licensed to write insurance in the State where the Services are to be performed and shall have an A.M. Best Rating of not less than "A- VII" and a policyholder surplus of at least $25,000,000.
2) have defense costs outside of the limits of liability;
3) add Customer and its Affiliates as additional insureds except of any required professional liability coverage, which shall name Customer and its Affiliates as indemnified parties;
4) not preclude Customer or its Affiliates from making claims against the policy for the wrongful acts, omissions or other tortious conduct of the Supplier/Consultant/Labor Supplier;
5) provide Customer with 30-day notice of cancellation, except for non-payment of premium and then it shall be 10 days;
6) notify Customer of any reduction in the aggregate policy limits;
7) contain a breach of warranty clause;
8) be primary and non-contributory with respect to Customer and its Affiliates;
9) contain a waiver of subrogation in favor of Customer and its Affiliates;

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10) contain a separation of insureds clause;
11) contain a terrorism provision; and
12) contain a choice of law provision which states that the policy shall be governed by the State in which the Services are being performed.

B. Required Coverages

1) Workers' Compensation and Employers' Liability Insurance:

Coverage A: Statutory
Coverage B: Limits apply per issued annual policy
Bodily Injury by Accident - $500,000 each Accident
Bodily Injury by Disease - $500,000 each Employee
Bodily Injury by Disease - $500,000 Policy Limit
Policy Information Page Requirements:
Item 1 – First Named Insured and Other Named Insureds
Item 3.A. – State(s) of Operations
Item 3.C. – All Other States Except Monopolistic States
Endorsements;
Voluntary Compensation – WC 00 03 11 A
Alternate Employer – WC 00 03 01 A
FELA – If any basis
Maritime – If any basis
USL&H – If any basis

2) Automobile Liability

Combined Single Limit - $5,000,000 (limits in excess of $1M can be satisfied by umbrella/excess coverage
Uninsured/Underinsured – Minimum allowed by State law
Hired/Non-owned liability - $5,000,000

Symbol – 1

Endorsements:
Employees as Insureds
Fellow Employee Coverage
MCS 90
CA 9948

3) General Liability: ISO Form CG 00 01 or its functional equivalent
Per Occurrence - $1,000,000
General Aggregate - $2,000,000
Products Completed - $2,000,000
Personal and Advertising Injury - $1,000,000

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Endorsements:
- Contractual Liability Amendment
- Independent Contractors Coverage
- Broad Form Property Damage
- No Punitive or Exemplary Damages Exclusion
- No Subsidence Exclusion

4) Umbrella/Excess Liability: Written on a Follow Form Basis and Worldwide Coverage
Per Occurrence - $5,000,000
General Aggregate - $5,000,000
Products/Completed Operations - $5,000,000
Personal & Advertising Injury - $5,000,0000

Underlying Policies: Commercial General Liability, Auto Liability, Employer's Liability

5) Professional Liability:
Per Claim - $5,000,000
Policy Aggregate - $5,000,000
Mitigation of Loss/Rectification - $5,000,000

Coverage:
- Extended Reporting Period – 120 months
- Retroactive Date – Date of first design
- No Exclusion for environmental impairment liability
- No Exclusion for punitive damages to the extent insurable

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