

COVER AGREEMENT

**EVERSOURCE ENERGY SERVICE COMPANY
AS AGENT FOR ITS AFFILIATES ("Owner")**

AND

DK Power, Inc. ("Contractor")

FOR

EV Make Ready & Implementation Program

This agreement ("Agreement") between DK Power, Inc. ("Contractor") and Eversource Energy Service Company ("Owner") (together referred to as the "Parties" or individually as "Party") shall be the complete agreement between the Parties for the procurement of EV Infrastructure Construction Services (Category 3) as in the SOW ("Services" or "Work"), to be incorporated in EV Make Ready & Implementation Program. ("the Project").

THIS AGREEMENT CONSISTS OF THIS COVER AGREEMENT AND THE FOLLOWING DOCUMENTS ATTACHED HERETO AND MADE A PART HEREOF:

EXHIBITS

- Exhibit A: General Terms & Conditions: Electric Vehicle Equipment & Services
- Exhibit B: Non-Disclosure Agreement/IT Security Agreement
- Exhibit C: Scope of Work
- Exhibit D: Price Schedule
- Exhibit E: Purchase Order; (to be attached upon execution)
- Exhibit F: Background Check Requirements

EFFECTIVE DATE AND TERM OF THIS AGREEMENT

The effective date of this Agreement shall be the date on which the second of the following events has occurred:

- (i) This Agreement has been executed and delivered by authorized officials of both Owner and Contractor; and
- (ii) Purchase Order(s) have been issued by Owner.

This Agreement shall remain in full force and effect till July 31, 2022, unless earlier terminated pursuant to the provisions of this Agreement or by mutual agreement of parties, until final acceptance. Owner reserves the right to exercise its option to extend this Agreement, if agreed upon by contract. Owners reserves the right to not exercise the option at its discretion. In the event the Owner exercise the option; all terms and conditions will remain in effect as originally stated in this Agreement.

IN WITNESS, WHEREOF the parties have executed this Agreement as of the date indicated below.

<p>DK Power, Inc., Contractor</p> <p>By: <i>David Glaude</i></p> <p>Name: David Glaude</p> <p>Title: President/Owner</p> <p>Date: 7/09/19</p>	<p>EVERSOURCE ENERGY SERVICE COMPANY, agent for its affiliates Owner</p> <p>By: <i>Rossella Avery</i></p> <p>Name: Rossella Avery</p> <p>Title: Manager - Procurement</p> <p>Date: July 31, 2019</p>
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Exhibit A: Eversource Energy General Terms and Conditions (Electric Vehicle Equipment & Services)



DK Power Inc_ GTC_
Electric Vehicle.pdf

Exhibit B: Non-Disclosure Agreement/IT Security Agreement



DK Power
Inc_NDA.pdf

Exhibit C: Scope of Work



EV Category 3
-Scope of Work (CA)

Exhibit D: Price Schedule



DK Power_EV Cat 3_
Pricing_c.xlsx

Exhibit E: Purchase Order (to be attached upon execution)

Exhibit F: Background Check Requirements



Background
Check.docx



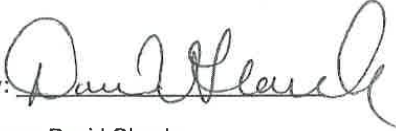
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**Eversource Energy
General Terms and Conditions
ELECTRIC VEHICLE EQUIPMENT AND SERVICES**

IN WITNESS, WHEREOF, Owner and Consultant have executed and delivered this Agreement as of the Effective Date. This Agreement shall not be binding upon Owner until it has been executed by an authorized representative of Owner.

**DK Power, Inc
Contractor**

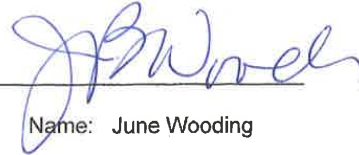
**Eversource Energy Service Company
Owner**

By: 

Name: David Glaude

Title: President

Date: 02/15/19

By: 

Name: June Wooding

Title: Category Lead

Date: 7/2/19

Eversource Energy
GENERAL TERMS and CONDITIONS
ELECTRIC VEHICLE EQUIPMENT AND SERVICES

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1. **DEFINITIONS.**

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

- 1.1 ACCEPTANCE: The Eversource's determination that the Contractor has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE".
- 1.2 AFFILIATE: Any company or other business entity that (i) is controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Eversource to Contractor in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. The preprinted terms set forth on the back of each page of Eversource's Order shall not bind either party.
- 1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Eversource's Site(s) of Agreement performance.
- 1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a party to this Agreement. Eversource's Confidential information includes written, oral, or electronic information and Information containing personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information that Eversource designates as confidential and desires to protect against unrestricted disclosure or competitive use, including, business plans, marketing strategies, bidding activities, commercial, technical and performance information, Agreements, financial Information, research documentation, information about investors or any company or individual with whom Eversource does business, information considered by Eversource to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Contractor's Information as Confidential Information shall be limited to non-public financial information and non-public information that has unique commercial value and was developed independently from the Work.
- 1.6 CONTRACTOR: The entity issued an Order by Eversource.
- 1.7 CONTRACTOR'S REPRESENTATIVE: The individual identified by Contractor with authority to act on behalf of Contractor in performance of the Agreement.
- 1.8 CONTRACTOR RESOURCES: Contractor's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons or entities employed by or under the control of Contractor or any Subcontractor.
- 1.9 CUSTOMER: An entity or person that is a utility customer for whom Contractor is providing EV services authorized by Eversource.

- 1.10 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.
- 1.11 ENVIRONMENTAL LAWS: shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.
- 1.12 EQUIPMENT: A specific component, part, system, or material provided by Contractor under the Agreement. As used in the Agreement and as the context requires, the term "equipment" includes the Equipment.
- 1.13 EVERSOURCE: Eversource Energy Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Eversource Energy.
- 1.14 FINAL ACCEPTANCE: Eversource's written acknowledgement, determined in its sole discretion, that Contractor has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.
- 1.15 FINAL PAYMENT: That payment to be made to Contractor by Eversource after Final Acceptance.
- 1.16 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant", or "contaminant", or words of similar meaning or regulatory effect.
- 1.17 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement
- 1.18 ORDER: The document issued by Eversource for specific Work, which shall be either: (a) a Purchase Order for any procurements by Eversource; provided however, that the preprinted terms on the back of Eversource's Purchase Order(s) shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party; or (b) a Purchase Order or Contract form, for any procurements by any Eversource Affiliate provided however, that the preprinted terms on the back of Eversource's Purchase Order or Contract form shall be excluded from the Agreement to which these General Terms and Conditions are attached, are hereby deleted and shall not bind either party. Any additional or conflicting terms and conditions in Contractor's confirmation thereof, or Contractor's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.
- 1.19 OWNER: shall mean Eversource or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Contract is issued, or the Eversource Affiliate that has ordered the Work. Each Eversource shall be solely responsible to Contractor for Work awarded by such Eversource. No Eversource Affiliate that is

not the Eversource as to any particular Work awarded shall be jointly and severally liable for Eversource obligations hereunder with respect to such Work.

- 1.20 OWNER'S REPRESENTATIVE: The individual(s) identified in Eversource's Order with authority to act on behalf of Eversource concerning the Agreement, or otherwise identified by the Eversource in writing in the Agreement.
- 1.21 RESERVED
- 1.22 SERVICES: A specific service furnished by or on behalf of Contractor under the Agreement related to electric vehicle (EV) and EV chargers and as part of the Work. Such Services may include the following services: design, engineering, technical, consulting, preparation and/or compilation of information; procurement maintenance, equipment replacement or modification, repair, inspection, supervision; supply, transportation, installation, startup, testing of materials and equipment; the supply of labor; and any other services to be performed as specified in the Agreement.
- 1.23 SITE: The location at which the Work is to be performed. The Site can include Eversource's property, Eversource rights of way, Customer's premises or property, or other property not owned by Eversource where Work is to be performed.
- 1.24 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.
- 1.25 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemented or revised from time to time by Eversource.
- 1.26 SUBCONTRACTOR: Any subcontractor, licensor or supplier, at any tier, who furnishes materials, supplies, equipment, facilities and/or Services to Contractor to meet Contractor's obligations to perform Work under the Agreement.
- 1.27 WORK: The terms used to describe collectively, all electric vehicle (EV) related Equipment, materials, Information and Services, as referenced in the Agreement documents and all related duties, obligations and responsibilities undertaken or required to be undertaken by Contractor under the Agreement.

2. CONTRACTOR'S BILLING RATES.

Whenever Contractor performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Contract) Contractor shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Eversource for review in the form of a new rate schedule in advance of any invoicing based on such new rates. Eversource may reject any invoices using billing rates that are inconsistent with Eversource's current rate schedule on file.

3. TERMS OF PAYMENT.

- 3.1 Eversource shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Contractor and Accepted by Eversource in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Eversource. If Eversource disputes a portion of an invoice, at Eversource's request Contractor shall submit a revised invoice for the undisputed amount and Eversource shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Eversource's request, Contractor shall provide documentation regarding un-voiced liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Eversource's Order number and, if applicable, release number.

- 3.2 Contractor must invoice for Work in a timely fashion and within the period specified by Eversource. Subject to Eversource's invoicing instructions, Contractor shall issue its final invoice to Eversource within one hundred eighty (180) days of the completion of the Work being invoiced
- 3.3 Each invoice shall (a) be certified in writing as correct by Contractor's Representative; (b) be itemized (with reasonable detail) to fully describe each element of cost charged to Eversource and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Eversource to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Contractor shall bill in accordance with Eversource's billing instructions.
- 3.4 Eversource may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor and/or Eversource in connection with the Work; (c) failure of Contractor to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Contractor; (g) failure of Contractor to perform any of its obligations under the Contract; or (h) failure of Contractor to pay any amounts due Eversource. Eversource shall notify Contractor of the grounds for any withholding, and when the above grounds are removed, or Contractor provides performance assurance satisfactory to Eversource that will protect Eversource for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Eversource, Eversource may use such funds to rectify the situation causing the withholding of funds.
- 3.5 To the extent permitted by law, Eversource shall have the right to set-off against any sums due Contractor under the Agreement any claims Eversource may have against Contractor under the Agreement or, under any other contract between Eversource and Contractor, or that Eversource may otherwise have against Contractor without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.\
- 3.6 Except for Work performed at a fixed price, Contractor shall make available to Eversource during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Eversource, this information shall be available for audit by Eversource during normal business hours, at Contractor's principal office or at any other location agreed to by the parties.
- 3.7 RESERVED.
- 3.8 RESERVED.
- 4. TAXES.**
- 4.1 Taxes on Eversource's Purchases from Contractor. Contractor's price(s) and any Billing Rates that apply under the Agreement exclude any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to the Work and Eversource's purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Eversource shall provide any applicable tax exemption certificates to the Contractor upon the Contractor's request.

- 4.2 Taxes on Contractor's Purchases. If Eversource informs Contractor that Eversource has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Contractor shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Contractor's use in, and/or equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Eversource pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Contractor and Contractor's prices and Billing Rates to Eversource should reflect such tax exemption or Eversource's direct payment on Contractor's purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Contractor's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Eversource does not inform Contractor that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Contractor should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Contractor will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.
- 4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Eversource shall not be required to pay or reimburse Contractor for any taxes levied against Contractor's income, property or payroll.
- 4.4 Non-Resident Tax Bonds. If required by applicable law, Contractor and all Subcontractors shall provide to Eversource a certificate of compliance with the non-resident contractor bonding provisions applicable to the Work. Contractor shall furnish such certificate to Eversource in the case of (i) Contractor, no later than the earlier to occur of thirty (30) days after the effective date of the Agreement, or the date of commencement of the Work, and (ii) each Subcontractor, within the earlier to occur of thirty (30) days after Contractor's retention thereof, or the date of commencement of the Work under such subcontract. Absent such certificates, Eversource shall be entitled to withhold amounts otherwise due to Contractor hereunder in accordance with applicable law.
- 5. CHANGES AND ADDITIONS.**
- 5.1 Either party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Contractor shall not, however, be implemented until approved in writing by Eversource. All changes shall be made in accordance with approved Eversource procedures included in the Agreement documents or otherwise provided to Contractor.
- 5.2 Eversource shall have the right to require Contractor to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Contractor Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Contractor's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.
- 5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the party receiving the

request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

- 5.4 At no time shall the Work be delayed by Contractor due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either party.
- 5.5 Contractor shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Eversource, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Contractor. In all instances, Contractor shall orally notify the Eversource's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Contractor shall submit to Eversource appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Contractor of its obligations hereunder, any claims by Contractor for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Contractor provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Eversource within such ten (10) Business Day period.
- 5.6 RESERVED.
- 6. INFORMATION.**
- 6.1 If Contractor is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Eversource prior to starting Work affected by such documents. All equipment and material shall conform to the details shown on Information approved by Eversource.
- 6.2 Once Information has been approved by Eversource, Contractor shall not make any changes in Information without the prior written approval of Eversource.
- 6.3 It is the obligation of the Contractor to review and evaluate the Specifications, and to promptly provide written notice to the Eversource of any errors, omissions or discrepancies that the Contractor discovers. Contractor shall immediately notify Eversource and request additional instruction in writing whenever Eversource-provided Information is found to be unclear, incorrect or conflicting. Contractor shall not undertake any Work based upon such Information until such discrepancy has been resolved by Eversource. The Contractor shall not proceed with uncertainty, and any cost incurred that could reasonably have been avoided through timely correction of the Specifications shall be the responsibility of the Contractor.
- 6.4 Preliminary, certified for manufacture, or certified for construction and as-built drawing shall be submitted to Eversource for approval in the requested by Eversource. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices, and shall be legible such that Eversource is able to clearly distinguish all characters and lines.
- 6.5 For Work that includes Information that is not prepared exclusively and solely for Eversource, Contractor shall retain title to any such Information (excluding any portion thereof that contains Eversource's Confidential Information) that is subject to Contractor's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Eversource shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Eversource and/or Customer, all such Information is the proprietary Information of Eversource and shall be subject to the requirements applicable to Eversource's Confidential Information as set forth in Article 34

"CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

- 6.6 Contractor shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Eversource, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Contractor.
- 6.7 Contractor shall provide Eversource and Customer with all Information necessary for Eversource's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Eversource to satisfy any legal process, or filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Contractor under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Eversource pursuant to the Agreement shall be the property of Eversource. Contractor may retain for its records only, copies of any Information furnished to Eversource, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to owner's Confidential Information.
- 6.8 Contractor shall keep such full and detailed accounts for proper financial management under this Agreement as Eversource may reasonably request. Contractor shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Eversource.
- 6.9 The interpretation of the Specifications shall rest with the Eversource's Representative, whose decision in any matter shall be final and binding, subject to the dispute resolution provisions of this Agreement. The Specifications are intended to state in general what is required for the Work, and the omission of minor details shall not operate to relieve the Contractor from the obligation to provide all things necessary for the completion in proper working order of the entire Work outlined therein in accordance with the best construction or industry practices.
7. **ELECTRONIC DELIVERY OF INFORMATION.**
Eversource and/or Contractor may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Eversource employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Eversource and Contractor have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Contractor agrees to transmit information or documents relating to this Agreement using E-Business, Contractor shall be deemed to have accepted and be bound by the terms of this Agreement
8. **DELAYS.**
- 8.1 **Schedule Commitment/Notice of Delay.** Time of the essence with respect to the performance of the Work. Each party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Contractor shall notify Eversource's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Contractor shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Eversource's Representative.
- 8.2 **Delays in Performance for Reasons Other Than Force Majeure.**
- 8.2.1 Eversource or Customer, to the extent authorized by Eversource, may at any time request

Contractor to delay performance or delivery of all or any portion of any Work to be provided under the Agreement. Contractor shall use its best efforts to accommodate such delay. However, if Contractor is unable to accommodate all or a portion of Eversource's request, it shall notify Eversource in sufficient time for Eversource to take alternative measures, including, but not limited to, directing Contractor to place the affected Work or portion thereof, including any materials or supplies, in storage at a site authorized by Eversource.

8.2.2 Risk of loss and liability for Equipment, materials, and/or supplies placed in storage shall remain with Contractor until transferred to Eversource or Customer in accordance with Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS".

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

8.2.4 Contractor shall use best efforts to complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Contractor or any Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including placing Contractor Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

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

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

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Contractor due to any failure of the Contractor to prepare for the Work or commercial impracticability experienced by Contractor, including market changes, increased costs or

insufficient money.

10. INSPECTION.

10.1 Contractor shall advise Eversource in writing of each location where Work is being performed, or where materials or Equipment are being manufactured, stored, or prepared for use under the Agreement, in each case, reasonably in advance of conducting such Work or storing such items to allow Eversource to witness or inspect the same. Contractor shall, on behalf of itself and its Subcontractors, provide unrestricted access to such locations for inspection of Work.

10.2 Contractor shall provide Eversource timely notice of the date of all tests affecting the Work, and provide test results promptly to Eversource. Eversource shall have the right to inspect the status of all Work at the facilities of Contractor and its Subcontractors, as well as at the Site. Such inspections shall be conducted upon reasonable advance notice to, and during the working hours of Contractor Resources. Such general inspection rights are in addition to, and not in limitation of, any and all inspection and testing rights of Eversource set forth in the Agreement. Eversource's approval of Work shall in no way reduce or modify Contractor's obligations to meet performance and other requirements of the Agreement. By such approval, Eversource in no way assumes any part of Contractor's responsibility for the satisfactory performance of Work. concerning the Work.

10.3 RESERVED.

10.4 If any Work should be enclosed without Eversource's inspection, Contractor shall, at Eversource's request, uncover the Work, allow an inspection and properly restore the Work all at Contractor's expense. Eversource's Representative may order reexamination of any Work.

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Contractor submitting to Eversource's Representative, and/or Customer to the extent applicable, the following:

11.1 written documentation that the Work is complete;

11.2 for Work performed for any Customer, certification by Customer that the Work has been completed to Customer's satisfaction;

11.3 properly executed, unconditional waivers or releases of lien from Contractor and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work; and

11.4 all Information required under the Agreement.

11.5 RESERVED.

12. RESERVED

13. SUSPENSION OF WORK

Eversource may at any time suspend the Work or any part thereof upon oral notice to Contractor. Such oral notice shall be confirmed in writing by Eversource. The Work shall be resumed by Contractor promptly after written notice from Eversource to Contractor to do so. Eversource will make payment for all Work completed and accepted by Eversource as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

14.1 Without prejudice to any other right or remedy Eversource may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to Contractor, Eversource may terminate the Agreement without any liability being owed thereby by Eversource to Contractor, in the

- event of the occurrence of any of the following:
- 14.1.1 insolvency of Contractor;
 - 14.1.2 filing of a voluntary petition in bankruptcy by Contractor;
 - 14.1.3 filing of an involuntary petition in bankruptcy against Contractor;
 - 14.1.4 appointment of a receiver or trustee for Contractor;
 - 14.1.5 execution by Contractor of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 14.1.6 commencement of any legal proceeding against Contractor that, in Eversource's opinion, may interfere with Contractor's ability to perform in accordance with the Contract; or
 - 14.1.7 Contractor consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without Eversource's advance written consent.
- 14.2 If Contractor fails to diligently perform the Work in accordance with the Agreement or if Contractor otherwise breaches any of the terms of the Agreement, in addition to Eversource rights set forth in Section 14.1 above and Section 25.7 regarding safety or environmental violations, Eversource shall have the right without any liability being owed thereby by Eversource to Contractor, upon giving Contractor written notice of default and allowing Contractor a period of five (5) Business Days or such other period as may be agreed upon by the parties or as may be determined by Eversource to be necessitated by exigent circumstances to remedy such deficiency. In the event such default is not completely remedied, Eversource may cancel the Agreement in whole or in part upon giving written notice to Contractor; and complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Contractor.
- 14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Eversource, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Eversource. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs.
- 14.4 Contractor shall maintain a written, detailed inventory of all Equipment in storage at the Site(s), in route to the Site(s), in storage or manufactured away from the Site(s), and on order from its suppliers and Subcontractors. Upon Eversource's written request and to the extent that title has not transferred earlier pursuant to Article 26 "DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS," Contractor shall promptly transfer title and deliver to Eversource or Customer completed or partially completed Work and/or contract rights of Contractor relating to the Work, and Contractor shall execute and deliver such documents and take all such actions as Eversource may require for the purpose of vesting in Eversource or Customer such ownership, rights and benefits of Contractor with respect to the Work.
- 14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 "DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION", to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.
- 15. TERMINATION FOR CONVENIENCE.**
- 15.1 Eversource shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Eversource's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Contractor specifying when such termination becomes effective. Upon such effective date, Contractor shall immediately cease Work, commence demobilization of any affected Contractor Resources, and, if requested by Eversource, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Eversource. Contractor shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After

termination, Contractor shall cooperate with Eversource to the fullest extent for the purpose of allowing Eversource or its designee to fully perform all functions previously performed by Contractor under the Agreement.

- 15.2 Upon Eversource's request and to the extent that title has not transferred earlier pursuant to Article 26, Contractor shall promptly transfer title and deliver to Eversource completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Contractor relating to the Work for which Eversource has made payment, and Contractor shall execute and deliver such documents and take all such actions as Eversource may require for the purpose of vesting in Eversource such ownership, rights and benefits of Contractor with respect to the Work.
- 15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Eversource shall pay for the Work completed in compliance with the Agreement through the effective date of termination.
16. **OWNER'S REPRESENTATIVE STATUS.**
Eversource's Representative may perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Eversource's Representative will make decisions in writing within a reasonable time on all claims of Contractor and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.
17. **CONTRACTOR'S SUPERVISORY DUTIES.**
- 17.1 Prior to commencing any Work, Contractor shall identify to Eversource a Contractor's Representative authorized to receive all communications from Eversource, provide all approvals or authorizations required from Contractor and act on behalf of Contractor in all matters concerning the Work. Eversource reserves the right to require the removal and replacement of Contractor's Representative for any reason.
- 17.2 Contractor shall efficiently and continuously supervise its Contractor Resources required to complete the Work. Contractor shall be fully liable for the acts and omissions of Contractor Resources. Contractor shall provide an adequate and competent supervisory staff throughout the course of the Work.
- 17.3 Contractor shall at all times enforce strict discipline and good order among Contractor Resources, and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Eversource shall have the right to request Contractor to remove any person determined by Eversource to be unqualified or unfit to perform the Work.
- 17.4 In the event Contractor Resources are given access to any of Eversource's computer systems or equipment or Eversource Information (including without limitation, Eversource's Confidential Information), Contractor agrees not to use Eversource's systems or equipment or such Eversource Information for any purposes other than that contemplated in the Agreement. Contractor further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems approved by Eversource and compliant with Eversource's IT Security Requirements and applicable law. Contractor agrees to cause its Contractor Resources to comply with applicable provisions of Eversource's IT Security Requirements and policies and applicable laws and regulation.
- 17.5 For any Services to be performed on any Site, within five (5) Business Days of Eversource's request, Contractor shall provide to Eversource, the names, classifications and job locations of Contractor Resources providing and/or expected to provide Services. Eversource shall have the right to request that Contractor remove and replace (at no cost to Eversource) any person

determined by Eversource in its discretion to be unqualified or unfit to perform the Work, in which case Contractor shall do so (including reassignment to work other than for Eversource and/or Eversource affiliates to the extent allowable under Contractor's labor agreement(s) and Law). Eversource's requests and/or reviews concerning any Contractor Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Eversource and such person, or otherwise granting Eversource control over such person and/or the performance of the related Work.

17.6 RESERVED.

17.7 RESERVED.

18. INDEPENDENT CONTRACTOR.

Contractor Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Eversource for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Contractor shall provide Eversource with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Eversource shall have the right to refuse any proposed Subcontractor and Contractor shall not enter into any such subcontract with any such Subcontractor as to which Eversource has made an objection. Contractor shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Eversource. Neither Contractor nor any Subcontractor shall assign any Work under this Agreement without the written consent of Eversource.

19.2 Irrespective of Eversource's consent or the terms of any agreement between Contractor and any Subcontractor, Contractor shall (a) be fully responsible to Eversource for acts and omissions of all Contractor Resources; (b) remain fully responsible for the full and faithful performance of the Contract; (c) direct and control the activities of all Contractor Resources; (d) remain fully bound by all terms and conditions of the Agreement including all requirements for indemnity and warranty. Contractor shall include all Agreement provisions related to any subcontracted Work in the written agreement between Contractor and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Contractor shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Eversource shall have the right to request that Contractor terminate any subcontract and remove any Contractor Resources determined by Eversource, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Eversource.

19.5 Contractor shall not allow access to the Site(s) or any portion thereof under the control of the Contractor by any person not acting under the direction and control of Contractor, other than Eversource, the Eversource's Representative, other authorized representatives of Eversource, other contractors engaged by Eversource and governmental authorities.

19.6 RESERVED.

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all

applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labour Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Eversource harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

- 20.2 Contractor and Contractor Resources shall comply with Eversource's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.
- 20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.
- 20.4 Code of Business Conduct - Eversource values its relationships with its suppliers and contractors and shares the following core values with the intent of providing business standards for contractors and suppliers wanting to conduct business with Eversource: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Eversource's policies and procedures including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, including non-public Eversource's shareholder and employee information. Because Eversource places such a high priority on ethical and legal conduct, Eversource requires all contractors and suppliers to read, understand and comply with Eversource's business standards. Additionally, Eversource expects its Contractors and suppliers to ensure their employees and Sub-contractors that may have business dealings with Eversource understand and comply with these expectations. Failure to conduct business in a manner that meets these standards could result in a termination of the Agreement under Section 14.2.
- 20.5

21. SITE REQUIREMENTS.

- 21.1 For all Work to be performed at a Site, Contractor Resources shall comply with Eversource's and Customer's requirements, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.
- 21.2 Eversource shall have the right to place its forces or any other contractor's forces at the Site to perform work not included in the Agreement. All Work performed by Contractor shall be undertaken in full cooperation with Eversource's personnel or the personnel of other contractors at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Eversource's interests or activities at the Site. Contractor's Contractor Resources shall work in harmony with all such other personnel, and in accordance with Eversource's schedules.
- 21.3 Contractor represents that prior to commencing Work it has advised its Contractor Resources of Eversource's and Customer's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Contractor's execution and completion of the Work. Contractor agrees and acknowledges that Information provided by Eversource and Customer concerning Site conditions has been used for reference only and shall not be claimed to relieve Contractor from its obligation to independently assess the requirements of the Work.
- 21.4 Contractor shall plan and execute the Work in such a way to avoid any unscheduled interruption of utility service.
- 21.5 The Contractor shall use only the established roads for the performance of the Work, and any such temporary roads approved by Eversource and necessary for the Work. When necessary to cross curbing, sidewalks or similar features, they must be properly protected, and if damaged, shall be restored to previous condition at the Contractor's expense.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Contractor, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

- 23.1 Contractor shall provide to Eversource's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Eversource's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.
- 23.2 Contractor shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Contractor shall comply fully with all Environmental Laws. Contractor is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Contractor shall be responsible for manifesting, transporting and removing from Site any and all Hazardous Materials. Contractor shall be liable for any and all costs incurred by Eversource, at Eversource's sole discretion, for the storage, handling, processing, removal and disposal thereof.
- 23.3 Contractor shall defend and indemnify Eversource, its parent, affiliates and its and their employees,

agents, officers and directors and hold it and them harmless from any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Contractor Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Contractor and Contractor Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Contractor or Contractor Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Contractor, Contractor Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Contractor or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 RESERVED.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Eversource's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Contractor shall identify to Eversource's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Eversource's consideration of Contractor's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Eversource's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Eversource's Representative. Contractor is solely responsible for any costs or expenses incurred by Eversource as a result of Contractor's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Contractor shall identify to Eversource's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Eversource's Representative. Unless directed otherwise by Eversource, Contractor shall promptly remove any and all equipment and consumables from the Site. In the event that Contractor fails to complete such removal in a timely fashion following completion of the Work, Eversource may, at its sole discretion, retain any such material as property of Eversource or arrange for its removal at the sole expense of Contractor. Such expenses to be borne by Contractor include the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Contractor, at Contractor's sole cost and expense.

24. **RESERVED**

25. **SAFETY PRACTICES, SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.**

25.1 Contractor and Contractor Resources shall be instructed, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Eversource policies and procedures (available upon request) applicable to the Work, and any addenda, revisions or updates thereto, and; (2) those policies and procedures referenced in the Agreement or Order. Contractor shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Eversource. Contractor shall have the sole responsibility to see that such persons are so informed, properly trained and that safety practices are followed.

25.2 Contractor shall establish and maintain safeguards, controls, work rules, or other measures to

protect the Eversource's or Customer's property that is placed under Contractor's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Contractor shall fully comply with any applicable Eversource Site rules. For all Work to be performed at a Site, Contractor Resources shall comply with Eversource's requirements, standards, procedures, and policies and training requirements, including those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Eversource web-site. Contractor shall conduct safety briefings and job hazard assessments. Upon Eversource's request, Contractor shall provide documentation, confirming Contractor's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Contractor Resources during the performance of the Work on Eversource's Site.

- 25.3 While performing all Work, Contractor shall, and shall ensure that Contractor Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Contractor shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Eversource's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Eversource's employees, Eversource's safety rules shall be applicable.
- 25.4 Contractor shall train all Contractor Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.
- 25.5 Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Eversource request, Contractor shall furnish to Eversource's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Eversource at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Eversource.
- 25.6 For any Work that takes place at Eversource facilities, Contractor shall comply with Eversource's security requirements then in effect. Contractor Resources shall strictly adhere to the security regulations and obey the directions of Eversource's security personnel. Contractor shall develop and, after review and approval by Eversource, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Eversource shall not be liable to Contractor for loss of or damage to such tools or equipment.
- 25.7 Eversource may immediately suspend or terminate all or any portion of the Work, without any added cost to Eversource, and with no adjustments made to the schedule for the Work, if Eversource determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.
- 25.8 RESERVED.
- 25.9 In the event that Eversource personnel observe and/or determine that a portion of Contractor's Work has been performed in nonconformance with the Agreement and if the continued existence of that portion of the Work in its then current state poses a threat of property damage or bodily injury to Eversource, Eversource personnel, other persons or the public, Eversource shall have the right, at Contractor's expense, to correct or make arrangements for another contractor to correct the nonconforming Work or place the nonconforming Work in a safe condition. Eversource shall notify Contractor verbally as soon as possible after discovering the nonconforming Work. If Eversource

has not yet paid for the Work, Eversource may deduct the costs of affecting such repair from the outstanding amount due for the Work. If Eversource has already paid for the Work, Contractor shall reimburse Eversource for Eversource's Direct Actual Costs for such repair. Contractor shall make good any damage resulting from lack of protective precautions. It shall adequately protect adjacent private and public property.

- 25.10 Contractor shall exercise the utmost care and shall carry on all activities under the supervision of properly qualified Contractor Resources. In the event of an emergency affecting the safety of the public, the Work, or property, or in the event of a release of Hazardous Materials, Contractor shall as soon as reasonably practicable but in no event later than four (4) hours from the occurrence, notify Eversource of the occurrence and details of such events. Contractor is hereby permitted to act at its own discretion to prevent such threatened loss or injury without special instructions or authorization from Eversource's Representative except in the event of a release of Hazardous Materials. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement or by arbitration.
- 25.11 Contractor shall have obtained criminal background checks and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work for Customers at Customer Sites. Contractor shall not assign Work to Contractor Resources that present a risk of injury to any individual or damage to or loss of property.
- 25.12 Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Eversource Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.
- 25.13 For any serious safety incident that (1) occurs during any work that is under Contractor's supervision at any of Contractor's work locations, (2) is required to be reported to OSHA and (3) results in either a fatality of any employee of, or hospitalization of one (1) or more employees of, Contractor or a subcontractor to Contractor, Contractor shall notify Eversource within five (5) Days after such safety incident.
- 26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.**
- 26.1 Whenever Contractor provides Work that will not be subject to further work by Contractor, title and risk of loss shall pass to Customer, if performed at Customer's Site, or Eversource, if performed for Eversource or at Eversource's Site, upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.
- 26.2 Except as provided for in Section 26.1 above, title and risk of loss to all equipment and materials supplied by Contractor shall pass to Customer if performed at Customer's Site or Eversource, if performed for Eversource or at Eversource's Site, upon Acceptance of Work by Eversource or Customer, as applicable.
- 26.3 Title to all materials to be removed by Contractor shall pass to Contractor upon the loading of the materials into the containers supplied by Contractor or onto Contractor's truck, whichever occurs first. For purposes of this Section 26.3, the term Contractor shall include any Subcontractor performing Work under the Agreement.
- 26.4 RESERVED.
- 26.5 Contractor shall deliver the equipment and materials purchased by Eversource location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the

Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Contractor shall at all times keep the Site free from accumulations of waste material or rubbish. Unless otherwise directed by Eversource, Contractor shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. RESERVED.

29. RESERVED.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Eversource or Contractor's surety upon takeover of the Work, Contractor shall promptly remove all Contractor provided equipment, materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 "CLEANUP". If Contractor fails to complete such removal within fifteen (15) days after notice from Eversource, Eversource may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Contractor.

31. INSURANCE BY CONTRACTOR.

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

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

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

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

31.4 RESERVED

31.5 All policies contemplated in this Article 31 other than Workers' Compensation shall be endorsed to include Eversource, its affiliates and their respective directors, officers, employees, and agents (including the Eversource's Representative), as additional insureds as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. Upon Eversource's request, such endorsement shall be extended to include Customers as additional insureds. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation shall include a waiver of any right of subrogation of the insurers thereunder

against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. All policies shall require thirty (30) days written notice to be given to Eversource of cancellation, termination and/or material change in any policy.

- 31.6 Contractor shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Eversource to evidence Contractor's insurance policies within thirty (30) days of the award of any Agreement but in no event later than prior to the commencement of any Work. Contractor shall ensure that its broker shall provide Eversource with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates and additional insured endorsements shall be grounds for withholding payment and/or termination of the Agreement. Eversource shall have the right to review policy documents in the event a claim is filed thereunder.
- 31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Eversource or its affiliates, and shall not be deemed to limit Contractor's liability under the Agreement.
- 31.8 Contractor shall have and maintain in effect the insurances required by this Article 31 for the duration of the Agreement and thereafter for any period of continuing contractual obligations, including Contractor's warranty obligations
- 31.9 Contractor shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31 regardless of the number of losses.
- 31.10 For any Services to be provided by any Subcontractor, Contractor shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

32. INDEMNIFICATION BY CONTRACTOR.

To the fullest extent permitted by Law, Contractor shall be responsible for and shall indemnify, and shall defend and save Eversource, its affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants, and the Customer for whom the Work has been performed (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Contractor Resources or related to the Work or Contractor's obligations under the Agreement Documents. Contractor further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Contractor's obligations under Article 31 hereof.

33. INFRINGEMENT OF PROPRIETARY RIGHTS.

- 33.1 Contractor shall indemnify, defend and hold harmless Eversource, its parent, affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Contractor has, other than solely for Eversource's benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Eversource from third parties under agreements for confidentiality.

- 33.2 If Eversource provides Contractor notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Eversource's use of all or any portion of the Product is enjoined due to a claim of infringement, Contractor shall promptly and at its sole expense either (i) procure for Eversource the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Eversource's uninterrupted use of the Product.
- 34. CONFIDENTIAL INFORMATION.**
- 34.1 Each party acknowledges that it may be necessary to disclose Confidential Information to the other party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each party shall maintain the Confidential Information of the other party, in a secure and confidential manner. Each party shall exercise the same degree of care and security that it exercises with its own Confidential Information and in no event less than a reasonable degree of care and security. Contractor agrees to use Eversource's Confidential Information solely for the provision of Work and not disclose to third parties or to publish any of Eversource's Confidential Information without Eversource's advance written consent. However, if Eversource, within one hundred eighty (180) days of receipt of Contractor's Confidential Information, disputes the proprietary nature of such Information by written notice to Contractor, the parties shall consult to resolve such dispute. Each party shall advise its employees, Subcontractors, consultants, agents and those under its, and/or their respective control of these requirements for confidentiality with regard to Confidential Information.
- 34.2 Eversource shall have the right, without Contractor's approval, to disclose Contractor's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Eversource discloses Contractor's Confidential Information to any governmental agency or court, Eversource shall, to the extent it does not violate or fail to comply with any such request or order, advise Contractor prior to disclosure and, at Contractor's sole cost and expense, cooperate in any effort by Contractor to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Contractor's interests, the interests of Eversource, and in a manner that meets the requirements of the governmental authority or court.
- 34.3 Any Information transmitted to either party will not be deemed Confidential Information if that Information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other party subject to requirements of confidentiality.
- 34.4 Contractor shall notify Eversource as soon as possible in writing if any Confidential Information provided to Eversource has been changed to a non-proprietary status.
- 34.5 The provisions of this Article 34 shall also apply to Information that a party identifies and establishes

in writing to the others as having been obtained from third parties under agreements for confidentiality.

- 34.6 Eversource may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Contractor. Within fifteen (15) days of receipt of such notice, Contractor shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Contractor shall provide Eversource with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.
- 34.7 In the event any Confidential Information of Eversource is disclosed to Contractor by Eversource under this Article 34, Contractor shall not make use of such Confidential Information, other than for Eversource's sole benefit and for the sole purpose related to the Work for which the Confidential Information has been disclosed.
- 34.8 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns
- 34.9 RESERVED.
- 34.10 **THIS SECTION IS APPLICABLE TO CUSTOMER PERSONAL INFORMATION:** Customer Confidential Information shall be kept confidential by Contractor and its agents, employees, and representatives in compliance with all applicable federal and state laws, including Connecticut, New Hampshire and Massachusetts (M.G.L. c. 93H) personal information laws and laws and regulations applicable to persons who own, license, store or maintain personal information about residents of Connecticut and New Hampshire and the Commonwealth of Massachusetts, and Contractor shall take appropriate measures to protect Customer Confidential Information in compliance with Section 17.4 and industry best practices. Contractor shall encrypt all personal information containing financial account or credit or debit account numbers, driver's license numbers, state issued identification numbers or Social Security numbers when such personal information is stored on laptops or other portable devices, or transmitted across public networks or wirelessly.

35. WARRANTY.

35.1 Services Warranty.

- 35.1.1 Contractor warrants that any Services performed or provided by, through, or on behalf of Contractor as part of or in connection with the Agreement shall (i) be performed by Contractor Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.
- 35.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Eversource determines that any portion of the Services performed by, through, and/or on behalf of Contractor fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Contractor shall, at its sole cost and at Eversource's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Eversource the charges paid by Eversource and attributable to such Services or defective or erroneous Information supplied. Eversource shall have the right to set-off against other amounts due Contractor hereunder or otherwise

any amount owed by Contractor to Eversource under this Article 35.

- 35.1.3 **THIS SUBSECTION IS APPLICABLE ONLY FOR CONSTRUCTION WORK:** In addition to the remedies set forth in Section 35.1.2, Eversource shall have the right to (i) require Contractor to complete such warranty Work, or (ii) take over the Work and receive from Contractor reimbursement for such warranty Work.
- 35.2 Supplier Warranties. Contractor shall take all reasonable steps to transfer for the benefit of Eversource all warranties or guarantees available from the suppliers of any portion of the Work.
- 35.3 Information Warranty. Contractor warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.
- 35.4 Equipment and Materials Warranty.
- 35.4.1 For a period of three (3) years after Acceptance of all Work under the Agreement, Contractor warrants that all Equipment and materials it supplies shall be new when delivered and free from defects in title, design, material and workmanship and shall conform to the Specifications set forth in the Agreement.
- 35.4.2 Within the period of three (3) years after Final Acceptance of the Equipment and materials, if Eversource determines that the warranty set forth above is breached, Contractor shall at its sole cost and expense and at Eversource's option, either repair or replace the affected Equipment and materials.
- 35.4.3 Contractor shall have no obligation for breach of warranty if Eversource fails to store, operate or maintain equipment supplied by Contractor in accordance with Contractor's written instructions furnished to Eversource as part of the Work provided that Eversource shall not be required to comply with standards that exceed those generally accepted in the industry.
- 35.5 Completion Warranty. Contractor warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Contractor or Contractor Resources, Contractor shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including the following measures: placing Contractor Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Contractor's resources and obligations to ensure that the Work is completed on schedule.
- 35.6 Additional Warranty Provisions.
- 35.6.1 Eversource shall notify Contractor in writing of any breach of warranty.
- 35.6.2 In addition to its other warranty obligations, Contractor shall reimburse Eversource for Eversource's Direct Actual Costs to provide Contractor access to such defective Work and to restore facilities disturbed by such access.
- 35.6.3 If any defect in Contractor's Work, including corrective Work, is latent and not discoverable by Eversource's reasonably careful inspection during the initial warranty period, the applicable warranty period shall be extended to a cumulative period of seven (7) years.
- 35.6.4 Corrective Work performed by Contractor shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.
- 35.6.5 The warranties provided for in this Article 35 shall apply regardless of where the Work is

performed.

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

35.7 Subcontractor Warranties.

35.7.1 Contractor shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Eversource as well as for Contractor. Contractor shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Eversource, shall provide a copy of the terms of any such Subcontractor warranty to Eversource, and shall identify relevant Subcontractor contracts and otherwise actively assist Eversource, as required or desired by Eversource and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

35.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Contractor's obligations to Eversource hereunder.

36. LIMITATION OF LIABILITY.

36.1 CONTRACTOR'S LIABILITY TO EVERSOURCE UNDER THE CONTRACT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, AGREEMENT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONTRACTOR IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE CONTRACT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE EVERSOURCE, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY EVERSOURCE TO CONTRACTOR UNDER THE CONTRACT OR TWO MILLION DOLLARS (\$2,000,000). OWNER'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THE CONTRACT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

36.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

36.3 CONTRACTOR WAIVES ALL CLAIMS AGAINST EVERSOURCE FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONTRACTOR'S WORK UNDER THE CONTRACT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONTRACTOR'S PERSONAL PROPERTY OR INJURY TO CONTRACTOR RESOURCES IN CONNECTION WITH THE CONTRACT.

36.4 The parties understand and agree that the liability of Contractor to Eversource under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 "INSURANCE BY CONTRACTOR".

37. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Eversource under the

Agreement shall also benefit, protect and indemnify the principals of Eversource.

38. WAIVER OF MECHANIC'S LIENS.

Eversource may condition payment to Contractor upon the receipt of lien waivers and releases from Contractor and all applicable Subcontractors. Contractor, for itself and Subcontractors at any tier, shall suffer no liens to exist upon any Site or other Eversource property or equipment and shall be responsible for any costs or liabilities arising from any liens. Upon Eversource's request, Contractor shall obtain, without additional cost to Eversource, a bond satisfactory to Eversource to indemnify Eversource against such liens and charges.

39. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

39.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within thirty (30) days after the initial notice, the Parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

39.2 If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the Parties failed to meet within thirty (30) days, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

39.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, shall be finally resolved by arbitration in accordance with the then current CPR Rules for Non-Administered Arbitration by a sole arbitrator, for disputes involving amounts in the aggregate under Three Million Dollars (\$3,000,000), or three arbitrators, for disputes involving amounts in the aggregate equal to or greater than Three Million Dollars (\$3,000,000), of whom each party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with the third arbitrator selected pursuant to CPR Rules 5 and 6. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Eversource's option, Hartford, Connecticut or Boston, Massachusetts.

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

- 39.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a party refuses to participate in an arbitration proceeding as required by this Agreement, the other party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Connecticut or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.
40. **ADVERTISING.**
Unless authorized in writing by Eversource or except as required by applicable law, Contractor shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.
41. **BINDING EFFECT; ASSIGNMENT.**
The Agreement shall be binding upon the parties and their respective successors and permitted assigns. Eversource may assign this Agreement to any Affiliate of Eversource. Contractor is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Eversource, which may be granted or withheld in Eversource's sole discretion. Without waiving any rights and remedies Eversource may have against Contractor, upon discovering that Contractor has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Eversource's prior written consent, Eversource may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.
42. **WAIVERS.**
The waiver by any party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.
43. **APPLICABLE LAW.**
43.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Eversource (including legal process and procedure) with respect to such Work.
44. **NOTICES; DEMANDS.**
All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Eversource, to the individual set forth on the "Direct Inquiries" line on Eversource's Order at the address set forth thereon; or (b) with respect to each of the Eversource's Representative, Contractor or the Contractor's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.
45. **RIGHT TO AUDIT.**

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

46. DOCUMENT RETENTION.

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

47. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN

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

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

Eversource Energy; Manager of Supplier Diversity Program; Procurement

Department; P.O. Box 270; Hartford, CT 06141-0270.

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

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

47. PRIORITY OF DOCUMENTS.

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Eversource: (1) Eversource's Order; (2) Special Terms and Conditions (i.e. Software or Web-Hosted Application Addendums, if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Eversource to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

48. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

49. FINANCIALS.

Upon written request by Eversource, Contractor shall furnish the Eversource, the Contractor's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Eversource requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Contractor and shall be reviewed annually by an independent certified public accountant hired by Contractor. All such non-public financial information shall be considered Contractor's Confidential Information.

50. PERFORMANCE ASSURANCE AND/OR LIQUIDATED DAMAGES

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

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

51. NO GIFTS OR INDUCEMENTS.

Contractor warrants and represents to Eversource that neither it nor its Contractor Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Eversource for any purpose. Contractor shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Eversource for any purpose and shall ensure that no employee or agent of Contractor offers any such gifts, payments or inducements. Contractor also represents and warrants to Eversource that it and its Contractor Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

52. MOONLIGHTING RESTRICTION.

Contractor shall neither employ, nor knowingly permit subcontractors to employ, Eversource employees to perform the Work while the employees are employed by Eversource.

53. CONFLICTS OF INTEREST.

54.1 Contractor shall disclose to Eversource any potential conflict of interest between the Contractor and Eversource, and receive written permission from Eversource prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Eversource employees who can make decisions impacting Contractor's business; 2) Eversource employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Eversource or any Eversource Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

54.2 Contractor shall disclose to Customer any potential conflict of interest between the Contractor and Subcontractor that the Contractor recommends to perform work, and receive written permission from the Customer prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Subcontractor employees who can make decisions impacting Subcontractor's business, or 2) Contractor's employees or their family members who have an ownership interest in Subcontractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Subcontractor, or affiliated company of Subcontractor.

54. RESERVED.

55. RESERVED.

56. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Agreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Contract and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

57. SURVIVAL.

All agreements, representations, warranties and covenants made by a party to the Agreement and in the certificates or other documents delivered by a party pursuant to the Agreement shall be considered to have been relied upon by the other party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including all of Contractor's non-disclosure obligations, warranties, and indemnities for the benefit of Eversource.

58. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Contract shall be binding upon the parties unless made in writing and signed by both parties.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of the Effective Date of this Agreement between DK Power, INC. (the “Contractor”), having offices at PO Box 304 Chepachet, RI 02814 and Eversource Energy Service Company, as agent for The Connecticut Light and Power Company, NSTAR Electric Company, Public Service Company of New Hampshire, NSTAR Gas Company, and Yankee Gas Services Company, each such entity dba Eversource Energy, having a principal place of business located at 247 Station Drive, Westwood, MA 02090 (hereinafter referred to as “Eversource”) (together the “Parties” or individually as “Party”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain Confidential Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose confidential information to the other Party, its Representatives (as such term is defined below) or its Affiliates in connection with **Eversource Energy Efficiency Programs** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

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

§1. Certain Definitions.

(a) The term “*Confidential Confidential Information*” means

(i) all financial, technical, and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically, or in other form or media by the Disclosing Party, its Representatives, or its Affiliates to the Recipient, its Representatives, or its Affiliates in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential, or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed; and

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) all Personal Information (as s defined in Exhibit A attached); and

(iv) all Customer Information (as such term in is defined below).

(b) The term “*Recipient*” means a Party to whom the other Party, its Representatives, or its Affiliates discloses Confidential Information in its possession.

(c) The term “Disclosing Party” means the Party disclosing Confidential Information in its possession, or on whose behalf Confidential Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, accountants, contractors, and advisors of a Party or its Affiliates.

(e) The term “Affiliate” means any person controlling, controlled by, or under common control with, any other person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

(f) The term “Customer Information” means Personal Information (as defined in Exhibit A) that may include, but is not limited to, customer’s name, address, email address, account number, billing information, load information, and usage information.

§2. Confidential Information Obligations

(a) Recipient shall receive all Confidential Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and security of the Confidential Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Confidential Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Confidential Information to its Representatives and/or Affiliates and their employees, contractors or agents to the extent each such Representative or Affiliate has a need to know such Confidential Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of the Recipient under this Non-Disclosure Agreement with regard to such Confidential Information. The Recipient shall immediately notify the Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

(b) The Parties acknowledge that Confidential Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Confidential Information (as such term is defined in Exhibit A attached hereto). To the extent Personal Confidential Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as Exhibit A) which is hereby incorporated by reference and made a part of this Non-Disclosure Agreement.

§3. Exclusions from Application.

This Non-Disclosure Agreement shall not apply to Confidential Information that,

(i) at the time of disclosure by or on behalf of the Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by the Recipient or any of its Representatives or Affiliates,

(ii) is rightfully in the possession or knowledge of Recipient, its

Representatives, or its Affiliates prior to its disclosure by or on behalf of the Disclosing Party,

(iii) is rightfully acquired by Recipient, its Representatives, or its Affiliates from a third party who is not under any obligation of confidence with respect to such Confidential Information, or

(iv) is developed by Recipient, its Representatives, or its Affiliates independently of the Confidential Information disclosed hereunder by or on behalf of the Disclosing Party (as evidenced by written documentation).

§4. Production of Confidential Information. The Recipient agrees that if it, or any of its Representatives or Affiliates, is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand, or other process) to disclose any of the Disclosing Party's Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative or Affiliate of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Recipient may disclose, and may permit such Representative to disclose, that portion of the Confidential Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, the Recipient shall use (and, to the extent applicable, shall cause its Representatives and Affiliates to) reasonable efforts to seek confidential treatment for Confidential Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

§5. Scope of Use. Recipient shall, and shall cause its Representatives and Affiliates to, use Confidential Information disclosed by or on behalf of the Disclosing Party solely in connection with the Purpose and shall not, and shall cause its Representatives and Affiliates not to, use, directly or indirectly, any Confidential Information for any other purpose without the Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Confidential Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness, or reliability of any such Confidential Information; all such representations and warranties are hereby expressly disclaimed. Neither the Disclosing Party nor its Representatives or Affiliates shall have any liability whatsoever with respect to the use of, or reliance upon, the Confidential Information by the Recipient, its Representatives or its Affiliates. Neither Recipient, its Representatives, nor its Affiliates shall acquire any ownership interest or rights in Confidential Information by virtue of its disclosure hereunder. Except for the limited right to use the Confidential Information disclosed for the Purpose, no license to Recipient, its Representatives, or its Affiliates under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Confidential Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Confidential Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Confidential Information, including copies and abstracts thereof, within thirty (30) days of a written request by the Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one copy of such Confidential Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that the Recipient shall not be required to return to the Disclosing Party, or destroy, copies of Disclosing Party's Confidential Information that (A) reside on the Recipient's or its Affiliates' backup, disaster recovery, or business continuity systems, or (B) that the Recipient or its Affiliates are obligated by applicable law and/or governmental regulations to retain. The Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use the Disclosing Party's Confidential Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent any Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Confidential Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit any Party's right to independently engage in any transaction, or independently develop any information, without use of any other Party's Confidential Information.

§9. Term and Termination. Except with respect to any Confidential Information that is Customer Confidential Information or Personal Confidential Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of five (5) years from the Effective Date (the "Term"). In the case of any Confidential Information that is Customer Confidential Information or Personal Confidential Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive indefinitely (the "Special Confidential Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Confidential Information Term for all Customer Confidential Information or Personal Confidential Information disclosed prior to such termination, and (ii) for the Term for all other Confidential Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that Eversource may assign this Non-Disclosure Agreement to an Affiliate without the consent.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power, or privilege hereunder.

§17. No Publicity. No Party shall (and each Party shall ensure that its Representatives and Affiliates do not) issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To Eversource

Attn: June Wooding
247 Station Drive
Westwood, MA 02090

To Contractor: DK Bowers INC.
Attn: David Glauze

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, exchange of PDFs by electronic mail) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by authorized representatives of the Parties as of the date first above written.

DK Power, Inc

**Eversource Energy Service
Company**

Contractor

By: 

Name: David Glaude

Title: President

Date: 02/15/19

By: 

Name: June Wooding

Title: ~~Sourcing Agent~~ Category Lead

Date: 7/2/19

Exhibit A

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative and Affiliates to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives or Affiliates.

1.0 DEFINITION

1.1 “Personal Information” – Information that identifies a specific person, including but not limited to first name and last name or first initial and last name in combination with anyone or more of the following data elements: home and work addresses; telephone numbers; e-mail addresses; social security numbers; medical insurance numbers, state issued identification card number; birthdates; gender; marital status; driver’s license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or protected health information. Without limiting the foregoing, Personal Information includes all private data of Eversource and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and Eversource policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

2.0 SECURITY

2.1 Contractor hereby agrees to comply with all federal and state laws and regulations applicable to Personal Information it receives from individuals or Eversource, including, without limitation, the Massachusetts Data Security Regulations, 201 CMR 17.00, as applicable.

2.2 Contractor agrees to: (a) implement and maintain appropriate physical, technical, and administrative security measures for the protection of Personal Information as required by any applicable law, including, without limitation, 201 CMR 17.00 ; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any Personal Information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by all applicable laws, including, without limitation, 201 CMR 17.00.

2.3 Contractor shall not, directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Eversource

- 2.4 All records pertaining to the Personal Information, whether developed by the Eversource or others, are and shall remain the property of Eversource;
- 2.5 Contractor shall adopt, implement, and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Eversource and in compliance with all applicable statutory and regulatory requirements. Contractor shall have in place a written information security program (“WISP”) consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”) to govern the protection of all Personal Information. Contractor maintains on behalf of Eversource, and Contractor agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of the Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for Eversource’s review, at Eversource’s request, (a) Contractor’s WISP and (b) other applicable security program documents, including its incident response policies, encryption standards, and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Contractor shall provide Eversource with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy, or program.
- 2.6 Contractor shall notify Eversource immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Contractor shall promptly and in writing provide Eversource with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Eversource, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated. Contractor’s failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.
- 2.7 Contractor shall notify Eversource immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information, and shall work with Eversource to mitigate such risk.
- 2.8 Contractor shall, from time to time during the term of the Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit Eversource or its representatives to perform audits of Contractor’s facilities, equipment, books, records (electronic or otherwise), operational systems, and such other audits as may be necessary to ensure: (a) Contractor’s compliance with this Addendum, (b) Contractor’s compliance with all applicable regulations and laws, and (c) Contractor’s financial and operational viability, including but not limited to Contractor’s internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall report security incidents to the Eversource. Contractor shall cooperate with and follow the instructions of Eversource in responding to any such incident related to Personal Information that was provided to Contractor by Eversource, or by Eversource employees, agents, or customers, hereunder. Contractor incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Eversource data and services, physical security breaches into facilities directly responsible for

supporting Eversource data and services, and other directed attacks on systems directly responsible for supporting Eversource data and services.

- 2.10 Contractor understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Eversource would suffer irreparable harm, for which damages would not be an adequate remedy, if Eversource's Personal Information were improperly disclosed. Contractor therefore agrees that Eversource shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.11 Contractor further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless Eversource and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Contractor or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Contractor's negligence, except to the extent caused by the sole negligence of Eversource. Further, Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Agreement and such insurance coverage shall apply to all services provided by Contractor or its agents or subcontractors. Contractor shall indemnify, hold harmless, and defend Eversource, its employees, agents, Representatives and subcontractors from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Contractor, its employees, agents, representatives or subcontractors, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.
- 2.12 In the event that the Contractor fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Eversource shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.0 DATA SCRUBBING VERIFICATION

- 3.1 Upon termination of the Agreement, Contractor shall return to Eversource all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Eversource's procurement agent. Upon termination of the Agreement, the Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Eversource's procurement agent, and providing Eversource with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds

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Eversource's data handling standards and industry best practices for the disposal/destruction of sensitive data.

4.0 MISCELLANEOUS

4.1 The terms of this Addendum shall survive the termination of the Agreement.

Category 3: EV Infrastructure Construction Services

SECTION A - GENERAL CONTRACT DESCRIPTION OF SERVICES TO BE PROVIDED

Eversource (The Utility) requires assistance with installing electrical services for the implementation of an electric vehicle (EV) infrastructure program as part of the Department of Public Utilities proposed grid modernization investments within the Utility's service area. The Utility plans to support the deployment of EVSE charging ports by installing electrical equipment and components necessary to connect EVSE chargers to the distribution system.

SECTION B – TASK OBJECTIVES AND DELIVERABLES

The Utility requires electrical contracting services at various customer facilities within Utility's service area. The Electrical Contractor (Contractor) shall work closely with the Utility's management and staff to complete the following tasks and deliverables under this Contract. Work Orders for individual sites will be awarded under the Contract.

- 1) **Site Pre-assessment** – The Contractor shall visit the site with the Utility to coordinate all project cost estimating, work orders, and interconnection issues at the site.

Deliverables: Site specific cost estimates, timelines and other information related to the electrical work.

- 2) **Construction Design & Engineering** – The Contractor shall support the site design and the development of the work plan for installation. Site design shall include the site location (including square footage, and longitude/latitude coordinates for GIS database needs), identification of utility routing, additional circuit placement, EV Charger layout including curbs, wheel stops/bollards, and setbacks; underground trenching (if required); landscaping; and erosion control.

Deliverable: Site specific drawing package for customer review and approval, New Customer Connect Work Order submission.

- 3) **Site Preparation** - The Contractor shall make all site preparations in advance of construction activities. Such preparations may include (but are not limited to): Traffic and pedestrian controls; locating and marking utilities; conducting surveys; installing environmental controls to prevent erosion, storm water runoff, etc.; secure staging areas.

- 4) **Construction** - The Contractor shall provide all construction related services and materials to successfully deliver the following Scope of Work:

- a) Identification of existing utilities (Dig Safe, Customer as-builts, etc.)
- b) Mobilization of labor and materials.

- c) Saw cutting or coring for trenching or penetrations.
 - d) Excavate or trench for placement of conduit.
 - e) Place conduit and any required utility hand holes.
 - f) Backfilling of trench.
 - g) Placement of any forms for poured concrete for EV Charger, footings, and any other project site requirements.
 - h) Pouring of concrete, patching of asphalt and site restoration.
 - i) Installation of wheel-stops or bollards where needed.
 - j) Installation of breakers and disconnect switch.
 - k) Pull conductors to location of EV Charger.
 - l) Site cleanup and demobilization.
 - m) Support for any shutdown needed to connect to Utility infrastructure.
- 5) **Project Management** – The Contractor shall provide complete project management, oversight and reporting on all sites for material provision, installation and construction services to ensure timely and on budget performance by all employees and suppliers.
The Contractor shall maintain frequent and concise communication with the Utility on activities, reporting on schedule and any delays to installation. A schedule of all pre-assessments, design & engineering, and construction shall be provided to Eversource on a regular basis.
- 6) **Warranty Service** – The Contractor shall provide warranty on all workmanship and materials used in installation for a period of one (1) year. The warranty shall include repair or replacement of materials, tools and labor to correctly complete any repairs or replacements.
- 7) **As-Built Drawings** - Within forty-five (45) calendar days after acceptance of each installed site, the Contractor shall submit as-built drawings (electronic and hard copy) to the Utility.

Deliverable: Construction As-Built drawings showing The Work for Eversource records.
- 8) **Utility Interruptions** - All utility interruptions shall be made outside occupied periods whenever possible and coordinated with the customer. The Contractor shall endeavor to keep the duration of interruptions to a minimum. Requests for outages shall be submitted in writing at least fourteen (14) calendar days prior to the interruption. The request shall include the duration, date, time.
- 9) **Standardization of Materials** - All materials proposed to be installed this agreement shall be readily, commercially available and as similar in form, fit and function to each other as is practicable to allow efficient provisioning of replacement parts.

10) **Applicable Building Codes and Standards** - All work shall meet or exceed all applicable codes and regulations, including the following:

- a) National Electrical Code (NEC)
- b) Uniform Building Code (UBC)
- c) Uniform Mechanical Code (UMC)
- d) Uniform Plumbing Code (UPC)
- e) National Fire Protection Association (NFPA) Standards
- f) Eversource Information & Requirements for Electric Service (Blue Book)

11) **Payment Provisions**

- a) **Payment Method.** Payments shall be made by the Utility thirty (30) calendar days following acceptance of work.

SECTION C - INSPECTION AND ACCEPTANCE

- 1) **Applicable Clauses** - Inspection and Acceptance of all work and services to be performed hereunder shall be made in accordance with customer requirements as outlined in specific purchase orders.
- 2) **Inspection** - The inspection of installation for acceptance shall be a joint endeavor of the customer, the Utility, and the Contractor. Inspections shall be conducted simultaneously, when possible, by all party representatives to facilitate mutual agreement on satisfactory contractual performance. The Utility is responsible for final acceptance of all work.
- 3) **Inspection Records** - The Contractor shall maintain complete records of its inspections and shall immediately make them available to the Utility and the customer upon request. All work shall be conducted under the general direction of the designated Utility and customer representatives and subject to inspection and testing at all reasonable places and times before acceptance to ensure compliance with the terms of the contract.
- 4) **Request for Inspection** - The Contractor shall notify the designated Utility representative upon completion by submission of a written request for inspection. The request shall identify the Customer, location of the work and a site-specific description of scope. The Utility shall accept the work by providing written notice to the Contractor.
- 5) **Non-compliance Notices** - If installations are found to be in non-compliance with contract requirements, the Utility shall issue written, non-compliance notices detailing the deficiencies as soon as practicable after detection.
- 6) **Contractor Correction of Non-conforming Work** - The Contractor shall, without additional charge, replace or correct work found by the Utility not to be in conformance with contractual requirements.

- 7) **Utility Correction of Non-conforming Work** - If the Contractor does not correct the non-conforming work, the Utility may:
- a) Replace or correct the work and charge the cost to the Contractor, or
 - b) Terminate for default the Contractor's right to proceed, or
 - c) Both of the above.
- 8) **Quality Control Plan** - A Quality Control Plan shall be submitted to the Utility within ten (10) calendar days following award of the Contract. The Quality Control Plan shall be approved by the Utility prior to the start of any work under any contract. The Quality Control Plan shall detail the procedures, instructions, and reporting to assure compliance with the terms of the contracts. The plans shall include as a minimum, the following:
- a) A description of the Contractors quality control system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and a description of how inspections are to be performed.
 - b) A safety plan. This plan shall cover company's requirements, if more stringent than the Eversource safety policy.
- 9) **Acceptance of Work** - The work shall be accepted by written notification from the designated Utility representative when all work is completed in accordance with all contractual requirements. No conditional acceptance shall be made by the Utility or the Utility's customer.

Property Impact and Incidental Property Damage Procedure

I. PURPOSE

This procedure serves as the standard for customer communications, work site management and remediation of property damage to be followed when an Eversource employee(s) and/or contractor(s):

- Anticipates customer property impacts to the original condition of a customer's property while performing work on behalf of the company or the customer.
- Encounters a situation where property impacts were not anticipated but were determined to be required.
- Causes incidental customer property damage while performing work on behalf of the company or the customer.

This procedure excludes property impacts caused by minor and major storm events and necessary rights-of-way activities. This procedure also provides requirements for employees when the recovery and claims processes are implemented and does not waive Eversource's rights and remedies.

II. AREAS/PERSONS AFFECTED

- Eversource employees
- Eversource contractors

III. POLICY

Eversource's mission to deliver reliable energy and superior customer service requires all of us to conduct work in a manner that ensures our employees' and customers' safety, and results in the desired customer outcomes through proactive communications. This includes taking steps to avoid causing property impacts and/or incidental customer property damage, when possible. Doing so will further our commitment to meet the highest expectations of our customers.

IV. DEFINITIONS

Customer Property Impact – Changes to the original condition of a customer's property that are anticipated and/or known prior to, or while performing, the work.

Customer Resolution Group – The department within the Customer Group responsible for implementation and management of the recovery process associated with customer property impacts and incidental property damage.

Emergent Work – Work that is performed to ensure public or employee safety or to restore service to our customers.

Incidental Customer Property Damage – Customer property damage that occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence while performing work.

Local Control – Decisions made by operating company leadership.

Feasible – Practical and achievable activities within work scope, timing and resources.

Property Impact and Incidental Property Damage Procedure

V. WORK SITE STANDARDS AND MANAGEMENT PROTOCOL

Treat each customer interaction as an opportunity to build trust, instill confidence and demonstrate respect for our customers' time, property and information needs.

Attempt to notify the customer(s) prior to beginning any work on their property.

Minimize our impact to customer property when performing our work.

If impact or damage occurs, work with the customer to safely restore his or her property to its pre-work condition, or to the extent feasible.

Procedure Description

Workers will ensure work sites are free from accumulations of waste material, debris or rubbish associated with the work.

Cleaning will be conducted on a daily basis. All equipment, temporary structures, waste and other surplus construction materials will be removed at the end of the day, unless required for later stages of the work. Materials left on site will be secured through job completion.

When planned field work has the potential to result in an impact to the customer's property, steps will be taken to notify the customer of the impact and any necessary repairs.

If a customer's property is damaged, the field worker(s) on site will talk with his or her supervisor. Then he or she will attempt to notify the customer/property owner of what happened and how we are going to fix it.

If the customer is not at the location where impact occurred, the worker will place a door hanger to provide notification, reassuring the customer of the company's commitment to make it right. This may include remediation steps to restore the customer's property to its pre-work condition, to the extent feasible. If this cannot be achieved, the recovery process (see Appendix A) will begin.

Known Property Impact

VI. PROCEDURE

A. Known or Potential Customer Property Impact Associated with Planned or Emergent Work and Further Repair

Steps shall always be taken to avoid customer property impact, when possible. Examples include positioning a vehicle to avoid impact to customer property and consideration of boring versus direct burial excavation.

When customer property impact cannot be avoided, the field employee will attempt to notify the customer of the impact beforehand, when possible. If the customer is not at the location (for example, at the home or business) nor available by telephone, a Supervisor or Designee will follow up and contact the customer as soon as possible, but no more than two business days, to:

- a. Discuss the work and repairs completed and/or under way.
- b. Schedule the repairs at a mutually agreed upon date and time.

Responsibilities

Employee/Contractor in Charge of the Job

1. Notify the customer (face to face, door hanger, telephone call) with general work scope and impact to the property. This includes explaining how repairs shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (see Appendix F)

2. Complete the work associated with the job and the repair(s), if possible.

If the repair has commenced or is completed immediately following the job, proceed to Step 3.

If the repair was not completed immediately following the job, i.e., repairs will be made at a later date/time, proceed to Step 4.

3. Review the repair(s) with the customer, if possible.
 - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact/Incidental Damage Form (See Appendix B for the form).
 - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact/Incidental Damage Form and inform the customer that a company representative will be in contact within two business days or less.
 - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.
4. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

Known Property Impact

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

If the work in the field was completed as specified, there is no follow up work, and the customer was directly notified and is satisfied, the process ends. If not, proceed to step 5.

5. The Supervisor or Designee shall contact the customer(s) involved as soon as possible, but no more than two business days, to:
 - Explain the property impact and the repair action plan to the customer(s) not present at the location when the work was done (including the schedule for repairs, if not already completed), or
 - Further discuss the repair(s) if they are not to the customer's satisfaction.
 - If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/ Incidental Property Damage Form and forward to the appropriate Manager or Designee as soon as possible, but no more than two business days.
6. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.
7. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact/Incidental Damage Tracking and Reporting System.
8. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and will record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact /Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

9. For those jobs where the customer has or will be required to file a claim, scan the Property Impact/Incidental Damage Form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).

Known Property Impact

- The name of the eastern Massachusetts email box is: claims.admin@eversource.com
- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

10. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

11. If the customer remains dissatisfied and the concern is elevated to the Director level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, and within two business days of being notified, scan and email the Property Impact/Incidental Property Damage Tracking Form, along with a summary in the body of the email of the conversation with the customer and any other pertinent information not included on the form, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix D, Known Customer Property Impact Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

B. Incidental Customer Property Damage or Further Repair

Steps shall always be taken to avoid incidental customer property damage.

Incidental customer property damage occurs when a change in the condition of a customer's property occurs as a result of a preventable, unintended consequence.

Examples include, but are not limited to, damaging a fence, a mailbox or causing landscape damage, such as putting a rut in a lawn or damaging a flower bed.

When incidental customer property impact occurs, the employee/contractor in charge of the job shall immediately report the incident to the Supervisor or Manager responsible for the job.

Responsibilities

Employee/Contractor in Charge of the Job

1. When incidental customer property damage occurs, immediately report the incident to the Supervisor or Manager responsible for the job.
2. Notify the customer (face to face, door hanger, telephone call) of the incidental property damage. This may include explaining how repair(s) shall be handled and any follow-up actions and communications associated with the repair plan. A door hanger will be left for the customer, even if the customer is home, in order to provide the customer with the Eversource supervisor's name and phone number.

NOTE: Repairs shall be consistent with Eversource's Remediation Standards. (See Appendix F)

3. Complete the work associated with the job and the repair(s), if possible.
4. Review the repair with the customer, if possible.
 - If repair is not complete, provide status to customer and indicate that follow-up contact will be made by a company representative, within 2 business days.
 - If the customer is satisfied with the work and no further action is required, document the customer's satisfaction on the Property Impact /Incidental Property Damage Tracking Form and notify the Supervisor. (See Appendix B for the form)
 - If the customer is not satisfied with the work, document that a call-back is required on the Property Impact /Incidental Damage Form and inform the customer that the Supervisor responsible for the job will be in contact as soon as possible, but no more than two business days.
 - If the customer was not available to discuss the damage and subsequent repairs, leave a door hanger.
5. Fill out and provide the Property Impact/Incidental Property Damage Form to the Supervisor or Designee for further action by the end of the business day.

NOTE: Any customer interaction that may result in additional inquiries (for example, media or regulatory) shall immediately be reported to the Supervisor or Manager responsible for the

Incidental Property Damage

planned or emergent work that was performed to ensure his or her awareness and to notify Community Relations, as appropriate.

Supervisor or Designee

6. The Supervisor or Designee shall contact the customer(s) involved by telephone as soon as possible, but no more than two business days to:
 - Reach a customer who was not at home and received a door hanger to explain the property impact and the repair action plan (including the schedule for repairs).
 - Reach a customer who was dissatisfied with our repairs to discuss the repairs and opportunities to achieve customer satisfaction.
 - Notify the customer that a Claims Representative will call to discuss the situation if the required repair cannot be completed via local control (see Appendix C). Do not make a commitment on behalf of the company.

If the customer is not satisfied with the repair action plan or remains dissatisfied with the repairs that have already taken place, scan a copy of the completed Property Impact/Incidental Damage Form and forward to the appropriate Manager or Designee.

7. Record the information from each Property Impact/Incidental Damage Form into the tracking system. Refer to Section C of this document, Property Impact/Incidental Damage Tracking and Reporting System.
8. If the repair work was performed when the job was completed, record the date, scope of work performed and the contractor (and contracting firm), if applicable, who completed the work. Once the cost of the repair becomes available or a reasonable cost estimate may be obtained, the Supervisor or Designee records this information into the Property Impact /Incidental Damage Tracking and Reporting System.
9. If the repair work was not performed when the job was completed, the Supervisor or Designee will schedule the work with the contractor and the customer and record the date in the Property Impact/Incidental Damage Tracking and Reporting System. If this date changes, the revised date must also be entered into the Property Impact/Incidental Damage Tracking and Reporting System, along with whether the change was initiated by the customer or the company.

After the scheduled repair has been completed, the Supervisor or Designee will update the Property Impact/Incidental Damage Tracking and Reporting System with the date that the work was performed and the scope of work completed. If the work was performed by a contractor, then the name of the contractor and contracting firm will also be included in the Property Impact/Incidental Damage Tracking and Reporting System.

Once the cost of the repair becomes available, or a reasonable cost estimate may be obtained, the Supervisor or Designee records the information into the Property Impact/Incidental Damage Tracking and Reporting System.

10. For those jobs where the customer will be required to file a claim, scan the form and attach it to an email that will be sent to the appropriate Claims email box (see Appendix C).
 - The name of the eastern Massachusetts email box is: claims.admin@eversource.com.

Incidental Property Damage

- The name of the Connecticut, New Hampshire and western Massachusetts email address is: TrsNU-Claims_Administration_@eversource.com

Manager Level or Designee

11. If the customer concern has been elevated to the Manager level, the Manager or Designee shall review the Property Impact/Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair with the customer and the customer agrees to further repairs, proceed with repairs accordingly and update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, update the additional action steps in the Property Impact/Incidental Damage Tracking and Reporting System and notify the Director or Designee for further direction and action. This must take place as soon as possible, but no more than two business days from receipt of notice of escalation.

Director Level or Designee

12. If the customer remains dissatisfied and the concern is elevated to the Director Level or Designee, review the Property Impact /Incidental Damage Form and contact the customer(s) as soon as possible, but no more than two business days to resolve the open issues.
 - If after discussing the repair or the repair plan with the customer and the customer agrees to further repairs, proceed with the repairs and update the additional action steps in the Property Impact /Incidental Damage Tracking and Reporting System.
 - In the event the customer remains dissatisfied, within two business days of being notified, scan and email the Property Impact/Incidental Damage Form, along with a summary in the body of the email of the conversation with the customer, to the Customer Resolution group, who will initiate the recovery process.

The Customer Resolution Group email address is: ExecutiveInquiries@eversource.com

See Appendix E, Incidental Customer Property Damage or Further Repair Process Flow, for visual overview of the steps outlined above.

Incidental Property Damage

C. Property Impact/Incidental Damage Tracking and Reporting System

As previously outlined in this procedure, employees responsible for the job in the field will complete a Property Impact/Incidental Damage Form and provide the Supervisor responsible for the job with a copy of the completed form.

The Supervisor or Designee is required to track each Property Impact/Incidental Damage Form in the Property Impact/Incidental Damage Tracking and Reporting System.

In addition to the data on the form being completed by the employee or contractor involved in the property impact or incidental property damage, the Supervisor or Designee is also required to include the additional information referenced in this procedure. This includes, and is not limited to, the date the work is scheduled (if not completed on same day as the property impact or damage), the date the work is completed, the scope of the required work, the employee or contractor who performed the work, and the cost or cost estimate for the work.

This information will be combined into reports which will track activity for the new process over time, and the information will be shared with employees, contractors and management.

VII. REVISION HISTORY

Revision Number	Date	Reason
Rev 0	August 2013	Original issue
Rev 1	October 2013	Appendix F Revision
Rev 2	November 2013	Purpose and Definition Revisions, Page 1
Rev 3	February 2015	As of 2/2/15, Northeast Utilities is doing business as Eversource Energy ("Eversource")

VIII. APPENDIX

Appendix A – Recovery Process

Appendix B – Property Impact/Incidental Damage Form

Appendix C – Claims Process

Appendix D – Known Customer Property Impact Process Flow

Appendix E – Incidental Customer Property Damage or Further Repair Process Flow

Appendix F – Eversource Remediation Standards



Property Impact and Incidental Property Damage Procedure, Appendix A

Recovery Process

The recovery process was designed to resolve customer issues involving property impacts or incidental property damage that have been escalated beyond the management staff within the business area responsible for the field work or the Claims area. The recovery process is being managed by the Customer Resolution Group, which currently handles other escalated customer issues for Eversource.

- If a customer is not satisfied after speaking with management staff in the area responsible for the field work or the Claims representative, then the Customer Resolutions Group – which is responsible for the recovery process – will be notified. Specifically, the Property Impact/Incidental Damage Form completed by the field employee will be scanned and sent to the Executive Inquiries email box at ExecutiveInquiries@eversource.com. Also included in the body of the email will be a summary of any subsequent conversations that took place with the customer and any other pertinent information not included on the Property Impact/Incidental Damage Form. The originator of the email will receive an email confirming receipt of the form.
- The Customer Resolutions staff will contact the customer within two business days of receipt of scanned form, and explain that his or her issues are under additional review.
- The Customer Resolutions staff will then review what has happened, and will determine whether or not the resolution offered to the customer was consistent with the new Property Impact and Incidental Property Damage Procedure. If additional action is required, the Customer Resolutions staff will work with their single point-of-contact in the business area responsible for the field work, and the customer, to bring the issue to closure. If the action taken was deemed to be appropriate, then the Customer Resolutions staff will notify the customer. Bringing the issue to closure with the customer will occur within three business days.
- The Customer Resolutions staff will notify the single point of contact responsible for field work and the Claims representative (if applicable) of issue closure.

Property Impact and Incidental Property Damage Procedure, Appendix B

Property Impact / Incidental Damage		
<input type="checkbox"/> PROPERTY IMPACT <input type="checkbox"/> INCIDENTAL DAMAGE		
BUSINESS GROUP		
ELECTRIC <input type="checkbox"/> CT <input type="checkbox"/> EAST MA <input type="checkbox"/> NH <input type="checkbox"/> WEST MA	GAS <input type="checkbox"/> CT <input type="checkbox"/> MA	TRANSMISSION <input type="checkbox"/>
DIVISION	DISTRICT / AWC	DEPARTMENT
DATE OF INCIDENT	TIME OF INCIDENT	
EMPLOYEE NAME	CREW LEAD NAME	<input type="checkbox"/> EVERSOURCE <input type="checkbox"/> CONTRACTOR
RESPONSIBLE EVERSOURCE SUPERVISOR	CONTRACTOR COMPANY NAME (IF APPLICABLE)	CONTRACTOR SUPERVISOR NAME
WORK ORDER OR TROUBLE TICKET NUMBER (IF APPLICABLE)		
ADDRESS OF INCIDENT	TOWN / STATE	
TYPE OF DAMAGE / IMPACT		
CONTACT TYPE		
<input type="checkbox"/> FACE-TO-FACE <input type="checkbox"/> NONE <input type="checkbox"/> TELEPHONE <input type="checkbox"/> OTHER (DESCRIPTION) _____ <input type="checkbox"/> DOOR HANGER		
CONTACT NAME	CONTACT PHONE NO.	CONTACT E-MAIL (OPTIONAL)
IS THE CONTACT PERSON THE PROPERTY OWNER? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY OWNER NAME OR BUSINESS	PROPERTY OWNER PHONE NO.
STATUS OF REMEDIATION <input type="checkbox"/> COMPLETED <input type="checkbox"/> NOT COMPLETED	RESOLUTION	
IF REPAIR HAS BEEN COMPLETED, IS CUSTOMER SATISFIED OR IS A CALL-BACK FROM SUPERVISOR OR DESIGNEE REQUIRED? <input type="checkbox"/> CUSTOMER IS SATISFIED <input type="checkbox"/> CALL-BACK REQUIRED		
EMPLOYEE SIGNATURE	TODAY'S DATE	
SUPERVISOR SECTION		
INITIAL FOLLOW-UP CALL:		
SUPERVISOR NAME	SUMMARY	
DATE CONTACT MADE		
CONTACT NAME		
9275 REV. 2-15		

Property Impact and Incidental Property Damage Procedure, Appendix C

Claims Process

The goal is to have repairs made via local control; however, there will be instances based on cost considerations and the availability of contractor resources when the customer will be asked to work through the Claims process for compensation. The first step will be for a Claims Representative to contact the customer.

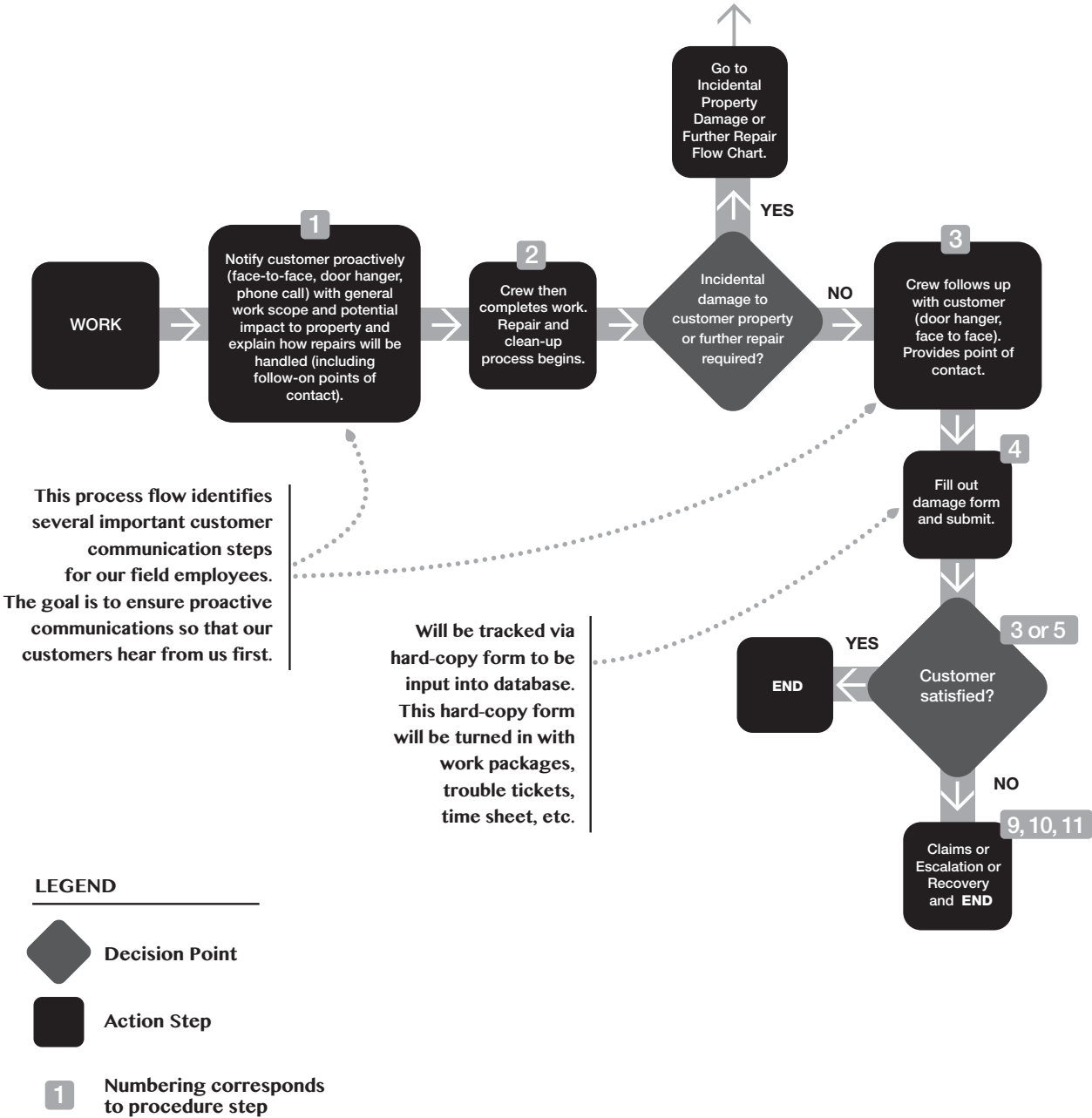
- When a property impact or incidental property damage occurs, the field employee or contractor will complete a Property Impact/Incidental Damage Form and will submit it to a Supervisor or his or her Designee.
- The Supervisor or Designee will scan the Property Impact/Incidental Damage Form completed by the employee and send it to the Claims email box at claims.admin@eversource.com for eastern Massachusetts and TrsNU-Claims_Administration_@eversource.com for Connecticut, New Hampshire and western Massachusetts.
- The Claims Representative will contact the customer and begin the process of opening a claim. This initial contact with the customer will take place within two business days of the Claims Representative receiving the scanned Property Impact/Incidental Damage Form.
- The Claims Representative will make a decision within five business days regarding what level of compensation will be offered, will notify the customer, and will contact the Supervisor or Designee with the same information.
- In the event that a customer is not satisfied after these process steps have occurred, the Claims Representative will contact the Customer Resolution Group, which is responsible for managing the Recovery process. The Claims Representative will scan the completed employee form received from the field manager and send it to the Executive Inquiries email in-box (ExecutiveInquiries@eversource.com). Also included in the email will be the name and telephone number for the customer and any other pertinent information, including a summary of any interactions that took place with the customer after the form was completed by the field employee. The Claims Representative will receive an email confirming receipt of the form.

Property Impact and Incidental Property Damage Procedure, Appendix D

Process Flow: Planned or Emergent Work (Excludes New Service for Gas Operations)

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

WORK THAT HAS KNOWN CUSTOMER PROPERTY IMPACT

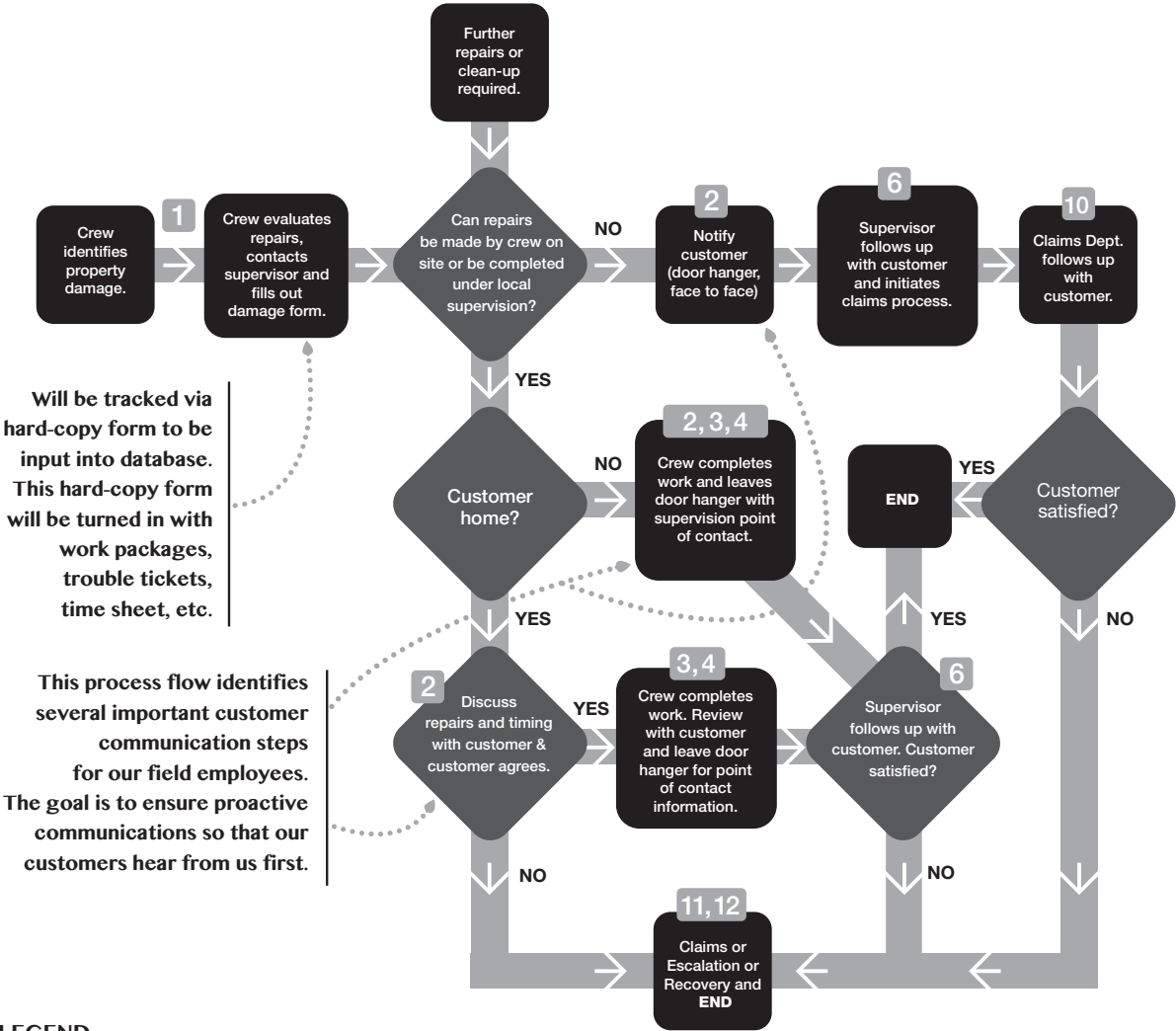


Property Impact and Incidental Property Damage Procedure, Appendix E

Process Flow: Planned or Emergent Work

This is a high-level visual overview of the steps outlined in the "Property Impact and Incidental Property Damage" Procedure

INCIDENTAL CUSTOMER PROPERTY DAMAGE OR FURTHER REPAIR



LEGEND

Decision Point

Action Step

1 Numbering corresponds to procedure step

Property Impact and Incidental Property Damage Procedure, Appendix F

Eversource Remediation Standards

With proactive communications with our customers, we take a first and important step in ensuring their confidence in us. Together with one company-wide standard for how we will remediate any damage, we ensure a consistent and positive service experience.

These minimum standards have been developed for in-scope activities and impacts. They describe the steps we will take to return the customer’s property to its pre-work condition.

Minimum Remediation Standards We Will Follow

Damage Types	Minimum Standards We Will Follow
Oil spill remediation to fix a stained driveway	<ul style="list-style-type: none"> • Clean the driveway with an absorbent to ensure the surface is functional and safe and meets the customer’s satisfaction.
Debris removal from non-storm related tree maintenance work/capital projects	<ul style="list-style-type: none"> • Remove and dispose of all trimmings and debris associated with the tree work from the job site unless directed otherwise by the customer/property owner. Wood that can be chipped is removed. Firewood-sized pieces are left for the customer/property owner. • After 7 days, we will retrieve the wood, if required.
Transmission Rights-of-Way (ROW) work	<ul style="list-style-type: none"> • For routine maintenance, all stumps shall be less than 3 inches in height and all slash shall be wind-rowed along the right-of-way edge or diced in general areas. In sensitive areas, slash shall be diced, chipped or removed from the right-of-way depending on the physical limitations of the site. • For reclamation and risk tree removal, property owners will be provided options for wood disposal and site cleanup.
Integrated Rights-of-Way (ROW) vegetation management work	<ul style="list-style-type: none"> • Current policies specify a variety of control methods for brush on ROWs.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
Removal of plantings around padmount transformers (identified during surveys/inspections)	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible, while ensuring minimum clearances for padmount transformers are maintained.
Structure damage – siding, mailboxes, stone walls, fences, attic vents, vehicles	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.
Subsurface damage – underground dog fencing, underground sprinkler system, septic systems, well cap damage, customer-owned electrical wiring	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.
Surface repairs – damaged driveways, pavers or sidewalks	<ul style="list-style-type: none"> • Repair/replace the property to the customer’s satisfaction, attempt to obtain similar materials, and restore the property to its original condition or to the extent feasible. • If this can’t be achieved, the recovery process will continue to the next step.

(continued...)

Property Impact and Incidental Property Damage Procedure, Appendix F

Minimum Remediation Standards We Will Follow — continued

Damage Types	Minimum Standards We Will Follow
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Damaged Driveway	<ul style="list-style-type: none"> • A qualified contractor will be hired by Eversource to excavate and remediate the damaged section plus a 1-foot extension for the integrity of the repair. • The contractor will make repairs consistent with/appropriate for the existing type/style and condition of the driveway area. • If this can't be achieved, the recovery process will continue to the next step.
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Damaged Sidewalk	<ul style="list-style-type: none"> • Workers are required to adhere to all local town/city/state construction standards. • Same-day patch repair will be made to address local public safety. • Follow-up repairs will be made within 90 days (as seasonal conditions permit) to permanently remediate the damaged area and may include: <ul style="list-style-type: none"> ▪ Saw cutting and paving 1 foot beyond the damaged section for a continuous bituminous concrete surface ▪ Seam-to-seam replacement up to the expansion joint for a concrete surface
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Landscaping – ruts, trenching, shrub damage, sod, debris, emergency tree trimming, dirt mounds by pole sets (dead grass), holes from removed poles	<p>Customers will be provided these options:</p> <ul style="list-style-type: none"> • Eversource will authorize first-line management to offer alternative solutions to the customer, e.g., reimbursement if customer makes own repairs. • Eversource will repair or replace the landscaping materials to restore the condition of the property/site to its pre-work condition. • If this can't be achieved, the recovery process will continue to the next step. • Removal of debris resulting from maintenance on our equipment (e.g., pole setting) <p>Note: Debris from emergent tree or limb work will be the responsibility of the tree owner.</p>
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EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY

Definitions

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

Policy Statement

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

Minimum Requirements

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

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

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

- When a criminal background check is required by law, regulation or other legal requirement.
- Where a Contractor Representative will have direct contact with customers in a non-public location.
- Where a Contractor Representative will have access to non-public personal information or other information required to be protected under applicable law, regulation or other legal requirement.
- Where a Contractor Representative will have unescorted access to locations containing critical cyber assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate

stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.

- Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).
- Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance, or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.
- Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

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

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.

Supplemental checks that may be required include, but are not limited to the following:

- Five (5) panel drug screening
- Education/verification of degrees
- Validations of required licenses (professional and/or legally required)
- Credit history
- Global screening of offshore international/foreign national persons
- Homeland Security checks
- US Citizenship and Immigration Services E-Verify
- Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country

Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives

and match results of this check with other identification documents provided by Contractor Representatives.

2. Criminal History Background Checks

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

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

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

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

3. Sex Offender Registry Search

Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative's provided and developed names, in the state(s) of the Contractor Representative's residence and place of work, if a statewide repository is maintained and accessible as public record.

4. Residential Address Verification

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

5. Employment History Verification

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

6. Motor Vehicle Driving Record Check

All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver

license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

7. Contractor Representatives Previously Terminated or Removal from Owner Work for Cause

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

8. Owner's Right to Amend Requirements for Contractor Background Checks

Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

ATTACHMENT #1

Eversource Background Check Exception Request Form

Section A: Contractor Background Check Exception Request	
Requestor's First and Last Name and Phone Number:	Name of Contractor:
Date of Exception Request:	PO or Contract Number:
Description of work/services provided by Contractor:	
Location where work/services are provided:	
Description of exception requested and rationale for exception:	

ACKNOWLEDGEMENT BY REQUESTOR

By signing below, I hereby certify that the information submitted on this form is accurate and complete.

Requestor's Signature: _____ Date: _____

Section B: Eversource Management Review/Authorization	
Conclusion, recommendation, and agreed action, if any:	
Business Risk Description/Impact Assessment:	
Start and end period for which exception is granted:	
Name of Procurement Manager:	Title:
Signature:	Date:
Name of Corporate Security Manager:	Title:
Signature:	Date:

Note: Exceptions shall not be granted that:

- Allow unescorted access to critical assets
- Violate regulatory requirements

CONTRACTOR/VENDOR SCREENING MATRIX

In accordance with the background check policy, please use the below reference table to determine when a contractor/employee meets the requirements in Eversource’s background check Policy. (ex. If a single misdemeanor is found the individual will Fail check for Year 1, Year 2, and Year 3).

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

P = Pass
F = Fail

INFORMATION (“CORI”) POLICY

This policy is applicable to the criminal history screening of prospective and current employees.

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

I. CONDUCTING CORI SCREENING

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

II. ACCESS TO CORI

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

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at Eversource.

will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

Additionally, if (Requestor Organization Name) is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

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

V. VERIFYING A SUBJECT'S IDENTITY

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

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

VI. INQUIRING ABOUT CRIMINAL HISTORY

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

VII. DETERMINING SUITABILITY

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

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

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

VIII. ADVERSE DECISIONS BASED ON CORI

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

IX. SECONDARY DISSEMINATION LOGS

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

FIRST AMENDMENT
TO THE
AGREEMENT FOR
EV Make Ready & Implementation Program
BETWEEN

EVERSOURCE ENERGY SERVICE COMPANY (“Owner”), for itself or as agent for its
Affiliates, dba **EVERSOURCE ENERGY** (“EVERSOURCE”), and
DK Power Inc. (“Contractor”)

THIS FIRST AMENDMENT TO THE COVER AGREEMENT (this "Amendment") made as of
May 10, 2022 between Owner, and Contractor.

WHEREAS, Owner and Contractor entered into the Agreement, dated as of July 31, 2019, (the
"Agreement"); and



WHEREAS, Owner and Contractor wish to amend certain terms of the Agreement.

NOW, THEREFORE, in consideration of the promises, and other good and valuable
consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and
Contractor, intending to be legally bound, agree as follows:

1. Definitions. Undefined initially capitalized terms used in this Amendment shall have the
meaning given in the Agreement.
2. Amendment to Agreement. The Agreement shall be amended as follows:
 - a) To extend the agreement until November 30, 2022.
3. Effective Date. This Amendment will become effective as of the effective date noted above
upon execution by both Owner and Contractor.
4. Effect of this Amendment. In the event of any conflict between the provisions of this
Amendment and the Agreement, the provisions of this Amendment shall control. Except
as amended by the provisions of this Amendment, the Agreement shall remain in full force
and effect.
5. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with
respect to the subject matter hereof and supersedes all prior agreements between the
Parties, written or oral, specifically relating to such matters.

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date indicated in the first paragraph above.

DK Power Inc., Contractor	Eversource Energy Service Company, Owner
By: <u></u>	By: <u></u>
Name: <u>David Glaude</u>	Name: <u>Kate Ringe-Welch</u>
Title: <u>President</u>	Title: <u>Sr Procurement Agent</u>
Date: <u>05/16/2022</u>	Date: <u>05/16/2022</u>

SECOND AMENDMENT
TO THE
AGREEMENT FOR
EV Make Ready & Implementation Program
BETWEEN

EVERSOURCE ENERGY SERVICE COMPANY (“Owner”), for itself or as agent for its
Affiliates, dba **EVERSOURCE ENERGY** (“EVERSOURCE”), and
DK Power Inc. (“Contractor”)

THIS SECOND AMENDMENT TO THE COVER AGREEMENT (this "Amendment") made as of October 28, 2022 between Owner, and Contractor.

WHEREAS, Owner and Contractor entered into the Agreement dated as of July 31, 2019, (the "Agreement"); and

WHEREAS, Owner and Contractor executed the FIRST AMENDMENT dated as of May 10, 2022 to extend the Amendment until November 30, 2022; and

WHEREAS, Owner and Contractor wish to amend certain terms of the Agreement.



NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and Contractor, intending to be legally bound, agree as follows:

1. Definitions. Undefined initially capitalized terms used in this Amendment shall have the meaning given in the Agreement.
2. Amendment to Agreement. The Agreement shall be amended as follows:
 - a. The Parties hereto acknowledge and agree that the Agreement is hereby amended to extend the contract through May 31, 2023.
3. Effective Date. This Amendment will become effective as of the effective date noted above upon execution by both Owner and Contractor.
4. Effect of this Amendment. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall control. Except

as amended by the provisions of this Amendment, the Agreement shall remain in full force and effect.

5. Entire Agreement. This Amendment sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, written or oral, specifically relating to such matters.
6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date indicated in the first paragraph above.

DK Power Inc., Contractor	Eversource Energy Service Company, Owner
By: <u></u>	By: <u></u>
Name: <u>David Glaude</u>	Name: <u>Kate Ringe-Welch</u>
Title: <u>President</u>	Title: <u>Sr Procurement Agent</u>
Date: <u>10/28/2022</u>	Date: <u>10/31/2022</u>