

FINAL
Confidential Information

[REDACTED]
[REDACTED] AGREEMENT

by and between

National Grid USA Service Company, Inc.

and

[REDACTED]

[REDACTED]

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 - Exhibit A-7 [REDACTED]
 - Exhibit A-8 [REDACTED]
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- Exhibit B - Governance
- Exhibit C - [REDACTED]
- Exhibit D - Form Certificate Of Non-Disclosure For CEII
- Exhibit E - Background Check Procedures
- Exhibit F - Change Control Process
- Exhibit G - [REDACTED]
- Exhibit H - [REDACTED]
- Exhibit I - [REDACTED]
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- Exhibit K - Safety, Health, Environment Policy
- Exhibit L - Supplier Code of Conduct
- Exhibit M - [REDACTED]

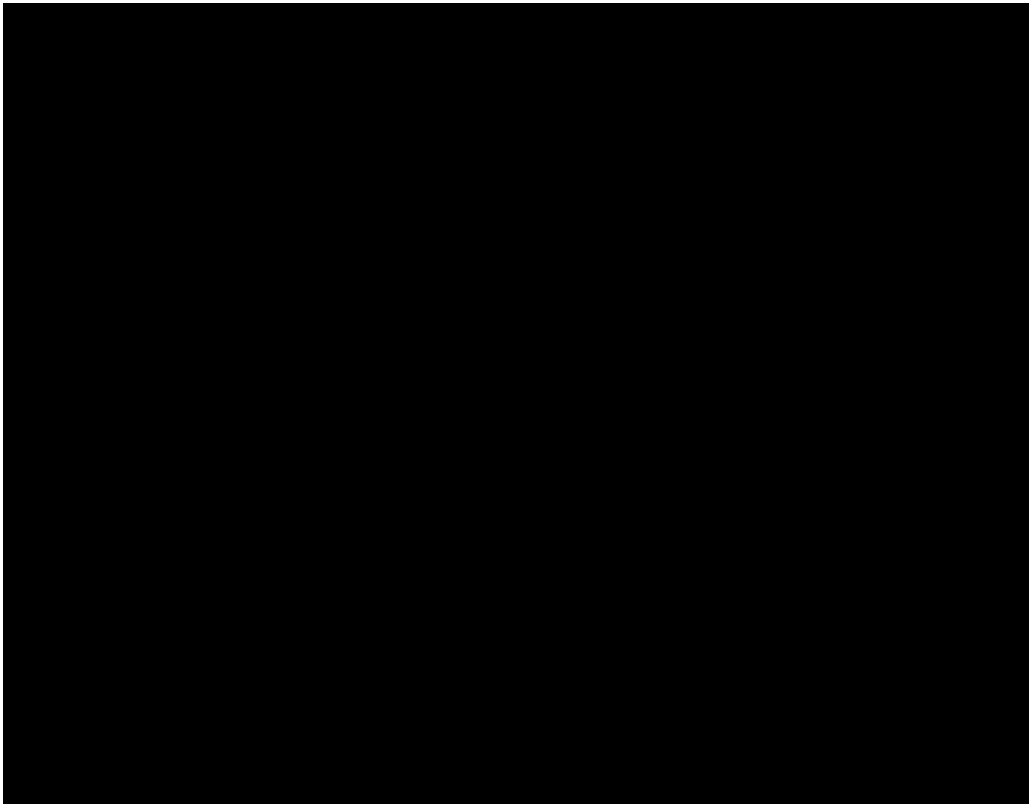
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[REDACTED]
[REDACTED] **AGREEMENT**

This [REDACTED] Agreement (the “**Agreement**”),
effective as of [REDACTED] (the “**Effective Date**”), is by and between
[REDACTED] (“**Integrator**”), and
National Grid USA Service Company, Inc., a Massachusetts corporation with offices located
at 40 Sylvan Road, Waltham, MA 02451-1120 (“**National Grid**”). National Grid and
Integrator may sometimes be referred to collectively as the “**Parties**”, and each, a “**Party**”.

The Parties acknowledge that:



In consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions.

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1.1 “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise.

1.2 “**Agreement**” has the meaning set forth in the preamble.

1.3 [REDACTED]

1.4 [REDACTED]

1.5 [REDACTED]

1.6 [REDACTED]

1.7 “**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

1.8 [REDACTED]

1.9 “**CEII**” has the meaning set forth in Section 10.5.

1.10 “**Change**” means a change that has been approved via the Change Control Process.

1.11 “**Change Control Process**” means that process set forth in Exhibit F (Change Control Process).

1.12 [REDACTED]

1.13 “**Confidential Information**” means: (a) 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 and/or its Representatives to the Receiving Party and/or its Representatives in connection with this Agreement or the Services 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; (b) with respect to National Grid, National Grid’s Confidential Information includes all CEII that is disclosed to or accessed by Integrator in connection with the Services; (c) all Personal Information of the Disclosing Party; and (d) with respect to National Grid, National Grid’s

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Confidential Information includes Customer Information that is disclosed to or accessed by Integrator in connection with the Services.

1.14 “**Controlled Technology**” means any Software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

1.15 “**Copyleft License**” means any license that requires, as a condition of use, modification or distribution of Software or other intellectual property subject to such license, that such Software or other intellectual property: (a) in the case of Software, be made available or distributed in a form (e.g., Source Code) other than binary; (b) be licensed for the purpose of preparing derivative works; (c) be licensed under terms that allow Software to be reverse engineered, reverse assembled or disassembled (other than by operation of law); or (d) be redistributable at no license fee. Copyleft Licenses include, without limitation, the GNU General Public License, the GNU Lesser General Public License, the GNU Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License and all Creative Commons “sharealike” licenses.

1.16 [REDACTED]

1.17 “**CR Issuer**” has the meaning set forth in Section 4.1.1 of Exhibit F (Change Control Process).

1.18 “**CR Recipient**” has the meaning set forth in Section 4.1.1 of Exhibit F (Change Control Process).

1.19 “**Critical Support Personnel**” has the meaning set forth in Section 2.8(g).

1.20 “**Customer Information**” means information concerning a customer of National Grid or any of its Affiliates including, such customer’s name, address, email address, account number, billing information, load information, and usage information.

1.21 “**Data Law**” means, as in effect from time to time, any Law relating to data security, data protection and/or privacy.

1.22 “**Deliverables**” means the Work Product that Integrator is required to deliver to National Grid or its designee under this Agreement, including any and all items specifically identified as Deliverables in any Module Plan or Statement of Work.

1.23 “**Derivatives**” means an updated or upgraded version of pre-existing Software, methodology or process that incorporates an improvement, enhancement or modification.

1.24 [REDACTED]

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1.25 **“Disclosing Party”** means the Party disclosing Confidential Information in its possession, or on whose behalf Confidential Information is disclosed, to a Receiving Party.

1.26 **“EEA”** means those countries that are members of the European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.

1.27 **“Effective Date”** has the meaning set forth in the preamble.

1.28 [REDACTED]

1.29 [REDACTED]

1.30 **“FCPA”** means the Foreign Corrupt Practices Act of 1977, as amended.

1.31 [REDACTED]

1.32 **“FERC”** means the Federal Energy Regulatory Commission and any successor agency thereto.

1.33 **“Force Majeure Event”** has the meaning set forth in Section 17.1.

1.34 [REDACTED]

1.35 [REDACTED]

1.36 [REDACTED]

1.37 [REDACTED]

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1.38 [REDACTED]

1.39 [REDACTED]

1.40 **“Governance Framework”** means the framework set forth in Exhibit B (Governance).

1.41 [REDACTED]

1.42 [REDACTED]

1.43 [REDACTED]

1.44 **“Income Tax”** means any Tax on or measured by the net or gross income of a Party (including Taxes on capital or net worth or withheld on amounts payable to a Party that are imposed as an alternative to a Tax based on net or gross income), or any Tax which is in the nature of an excess profits tax, minimum tax on tax preference, alternative minimum tax, accumulated earnings tax, personal holding company tax, capital gains tax or franchise tax for the privilege of doing business.

1.45 [REDACTED]

1.46 [REDACTED]

1.47 [REDACTED]

1.48 [REDACTED]

1.49 **“Initial Term”** has the meaning set forth in Section 11.1.

1.50 **“Integrator”** has the meaning set forth in the preamble.

1.51 [REDACTED]

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1.52 [REDACTED]

1.53 [REDACTED]

1.54 [REDACTED]

1.55 [REDACTED]

1.56 [REDACTED]

1.57 [REDACTED]

1.58 “Integrator Subcontractor” has the meaning set forth in Section 2.9.

1.59 [REDACTED]

1.60 [REDACTED]

1.61 “Intellectual Property Rights” means all: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, *sui generis* data or database rights, and other rights in and to data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights and proprietary rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world as well as all rights of priority or benefit and all rights to sue for past,

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present and future infringement, misappropriation, dilution, misuse or other violation of any of the foregoing.

1.62

[REDACTED]

1.63

[REDACTED]

1.64

[REDACTED]

1.65

[REDACTED]

1.66 “**Key Personnel**” means any officer, employee, partner, principal, or agent of Integrator or Integrator Subcontractor designated as key personnel of Integrator in a Module Plan or Statement of Work.

1.67 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction.

1.68 “**Losses**” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and other reasonable costs and fees incurred in enforcing any right to indemnification under this Agreement and the reasonable costs of pursuing insurance coverage claims.

1.69

[REDACTED]

1.70

[REDACTED]

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1.71 [REDACTED]

1.72 [REDACTED]

1.73 [REDACTED]

1.74 [REDACTED]

1.75 “Module” means [REDACTED]
[REDACTED] Each Module is identified and described
in a Module Plan.

1.76 “Module Plan” means the description, attached as Exhibit A ([REDACTED]
[REDACTED] Module Plans), of the Services for the applicable Module which Integrator shall perform
and which Services are further described in Statements of Work. [REDACTED]

1.77 “National Grid” has the meaning set forth in the preamble.

1.78 [REDACTED]

1.79 [REDACTED]

1.80 [REDACTED]

1.81 [REDACTED]

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1.82 [REDACTED]

1.83 [REDACTED]

1.84 [REDACTED]

1.85 [REDACTED]

1.86 [REDACTED]

1.87 “NERC” means the North American Electric Reliability Corporation and any successor agency thereto.

1.88 “Non-Conformity” means: (a) the failure of any Product Documentation Deliverable or Other Deliverable to be reasonably acceptable to National Grid; and (b) the failure of any Product to conform to the Specifications.

1.89 “Object Code” means any Software code other than Source Code; provided, that for purposes of delivering Deliverables, Object Code expressly includes a compiled machine-readable version of the Software code that is executable when installed and used in the Operating Environment.

1.90 “Open-Source Component” means any Software component that is subject to any Open-Source License.

1.91 “Open-Source License” means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License. For the avoidance of doubt, Open Source Licenses include Copyleft Licenses.

1.92 [REDACTED]

1.93 “Other Deliverables” means all Deliverables other than Products or Product Documentation Deliverables.

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1.94 [REDACTED]

1.95 [REDACTED]

1.96 [REDACTED]

1.97 “Other Work Product” means that Work Product produced and delivered by Integrator to National Grid, other than Deliverables.

1.98 “Party” and “Parties” have the meanings set forth in the preamble.

1.99 “Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.100 “Personal Information” means all information that identifies, or when combined with other information is capable of being associated with an individual person or device including, but not limited to: (a) first name and last name or first initial and last name; (b) home or work addresses; (c) telephone numbers; (d) e-mail addresses; (e) social security numbers; (f) medical insurance numbers; (g) state issued identification card numbers; (h) birthdates; (i) gender; (j) marital status; (k) driver’s license numbers or other driver identification data; (l) personnel records; (m) customer account information; (n) financial account information; (o) 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; (p) medical or protected health information; (q) any other data used or intended to be used to identify, contact or precisely locate an individual (e.g., geolocation data); and (r) Internet Protocol addresses, unique device identifiers, cookies or other persistent identifiers. Without limiting the foregoing, Personal Information includes all private data of National Grid and its Affiliates’ employees, officers, directors, subcontractors, agents, and customers, as may be defined by Law and/or National Grid policies or practices.

1.101 [REDACTED]

1.102 [REDACTED]

1.103 “Pre-Delivery Testing” means any unit testing, system testing or integration testing (E2E) of a Product as agreed to in a Module Plan or Statement of Work prior to final user acceptance testing.

1.104 [REDACTED]

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1.105 **“Process”** or **“Processing”** means, with respect to data, to collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, “Process” includes the compilation or correlation of National Grid Confidential Information with information from other sources and the application of algorithmic analysis to create new or derivative data sets from National Grid Confidential Information.

1.106 **“Product”** means those Deliverables that are Software.

1.107 [REDACTED]

1.108 [REDACTED]

1.109 [REDACTED]

1.110 [REDACTED]

1.111 [REDACTED]

1.112 [REDACTED]

1.113 **“Prohibited Act”** means: (a) offering, giving or agreeing to give to National Grid, any of its Affiliates, or any of its Representatives any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or (ii) for showing or not showing favor or disfavor to any person in relation to the Agreement; (b) entering into the Agreement or any other contract with National Grid, any of its Affiliates, or any Persons associated with it or them where a commission has been paid or has been agreed to be paid by Integrator or on its behalf, or to its knowledge, unless, before the relevant contract is entered into, the receipt (or contemplated receipt) of such commission have been disclosed in writing to National Grid; (c) committing any offense: (i) under the FCPA or the United Kingdom’s Bribery Act 2010 (or engaging in any activity, practice or conduct which would constitute an offense under such acts if such activity, practice or conduct had been carried out in the United States of America or United Kingdom, as applicable); (ii) under legislation creating offenses in respect of fraudulent acts, or (iii) at common law in respect of fraudulent acts in relation to the performance of the Services; (d) engaging in any activity, practice or conduct which does not comply with National Grid’s anti-bribery and anti-corruption policies as notified in writing to Integrator from time to time by or on behalf of National Grid; or (e) defrauding, attempting to defraud or conspiring to defraud National Grid or any of its Affiliates.

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1.114 **“Property Taxes”** means any Taxes that are imposed on the ownership of property.

1.115 **“Receiving Party”** means the Party to whom the other Party or its Representatives discloses Confidential Information.

1.116 [REDACTED]

1.117 [REDACTED]

1.118 [REDACTED]

1.119 **“Renewal Term”** has the meaning set forth in Section 11.1.

1.120 **“Representatives”** means, with respect to National Grid, its Affiliates, National Grid’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors which are acting for National Grid’s benefit and on National Grid’s behalf, and with respect to Integrator, its employees, partners and principals involved in the performance of the Services and the Integrator Subcontractors.

1.121 **“Rules”** has the meaning set forth in Section 18.13.

1.122 **“Sales Taxes”** means any sales or consumption Taxes that are imposed on the purchase of goods or services.

1.123 **“Sales, Use, and Property Taxes”** means Sales Taxes, Use Taxes and Property Taxes.

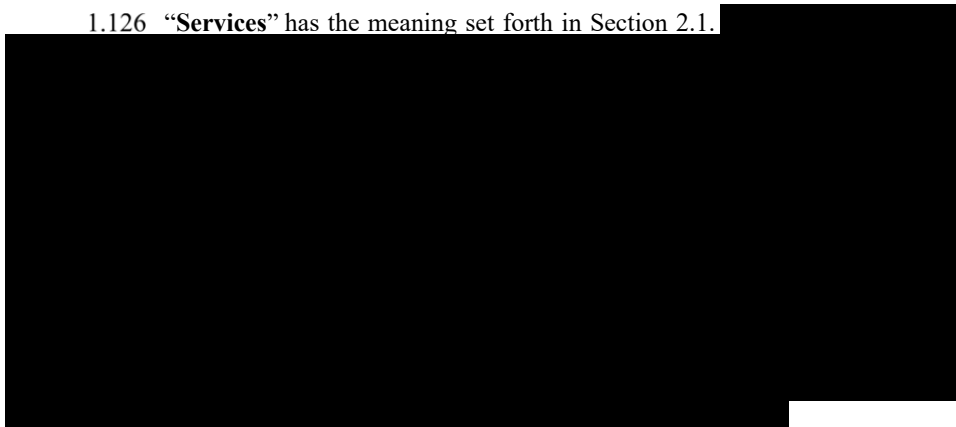
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1.124



1.125 “**Service Taxes**” means all Sales Taxes, Use Taxes, excise tax and other similar Taxes that are assessed against either Party on the provision of the Services, or on the provision of any particular Service, received by National Grid or its Affiliates from Integrator, excluding Income Taxes.

1.126 “**Services**” has the meaning set forth in Section 2.1.



1.127 “**Software**” means computer program(s), including programming tools, scripts, code snippets, and routines.

1.128 “**Source Code**” means the human readable code of the Software to which it relates, in the programming language in which such Software was written, together with all related documentation, including a description of the procedure for generating executable code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, operate, support, maintain and develop modifications, upgrades,

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updates, enhancements, improvements and new versions of, and to develop computer programs compatible with, such Software.

1.129

[REDACTED]

1.130

[REDACTED]

1.131

[REDACTED]

1.132 “**Statement of Work**” means any statement of work describing the Services to be performed and any other relevant information that is entered into by the Parties and attached as a schedule to a Module Plan, including any attachments to such Statement of Work.

[REDACTED]

1.133

[REDACTED]

1.134

[REDACTED]

1.135

[REDACTED]

1.136

[REDACTED]

1.137 “**Tax**” or “**Taxes**” means any and all current or future taxes, levies, imposts, deductions, duties, withholdings, assessments or other charges of whatever nature imposed by any government, national, federal, state, provincial, regional, territorial, municipal, local or other fiscal, revenue, customs or excise authority, body or official competent taxing authority, including, without limitation: income, excise, property, sales, use, ad valorem,

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value added, franchise, and other taxes, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

1.138 **“Tax Authority”** means any government, national, federal, state, provincial, regional, territorial, municipal, local or other fiscal, revenue, customs or excise authority, body or official competent to impose, collect or assess Taxes.

1.139 [REDACTED]

1.140 **“Term”** means the Initial Term and, if applicable, the Renewal Term.

1.141 [REDACTED]

1.142 [REDACTED]

1.143 **“Third Party”** means any Person other than National Grid or Integrator or their respective Affiliates.

1.144 **“Third Party Claim”** means any claim, suit, action or proceeding commenced by a Third Party.

1.145 **“Third-Party Materials”** means (a) any Software owned by a Third Party, but specifically excluding Open-Source Components, and (b) any other documentation, data, methodologies, content or other materials, in any form or media, that is owned by a Third Party.

1.146 [REDACTED]

1.147 **“Use”** means to (a) load, execute, compile, manipulate, process, store, purge, transmit, receive, display, copy, connect, communicate with, interface with, maintain, modify, adapt, translate, enhance and create derivative works, anywhere in the world and (b) make, have made, use, sell, offer for sale, distribute, import and export, anywhere in the world. For purposes of Software that is being developed, “Use” includes the completion of the development effort with respect to such Software, whether from initial designs or specifications or from code that is still work in progress.

1.148 **“Use Taxes”** means any Taxes that are imposed on the use or possession of property.

1.149 [REDACTED]

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1.150 [REDACTED]

1.151 [REDACTED]

1.152 “Virus” means any virus, trojan, worm and other similar item, including those listed in (a) the Computer Associates’ Virus Encyclopedia currently located at (<http://www.cai.com/virusinfo/encyclopedia/>), (b) the F-Secure Computer Virus Information Center currently located at (<http://www.f-secure.com/v-descs/>), or (c) the McAfee virus glossary currently located at (<http://us.mcafee.com/virusInfo/default.asp?id=glossary>), as each may be updated from time to time. In the event that Computer Associates, F-Secure or McAfee ceases to maintain its virus encyclopedia/glossary, the parties shall mutually agree on another independent third party reference to replace the omitted virus encyclopedia/glossary.

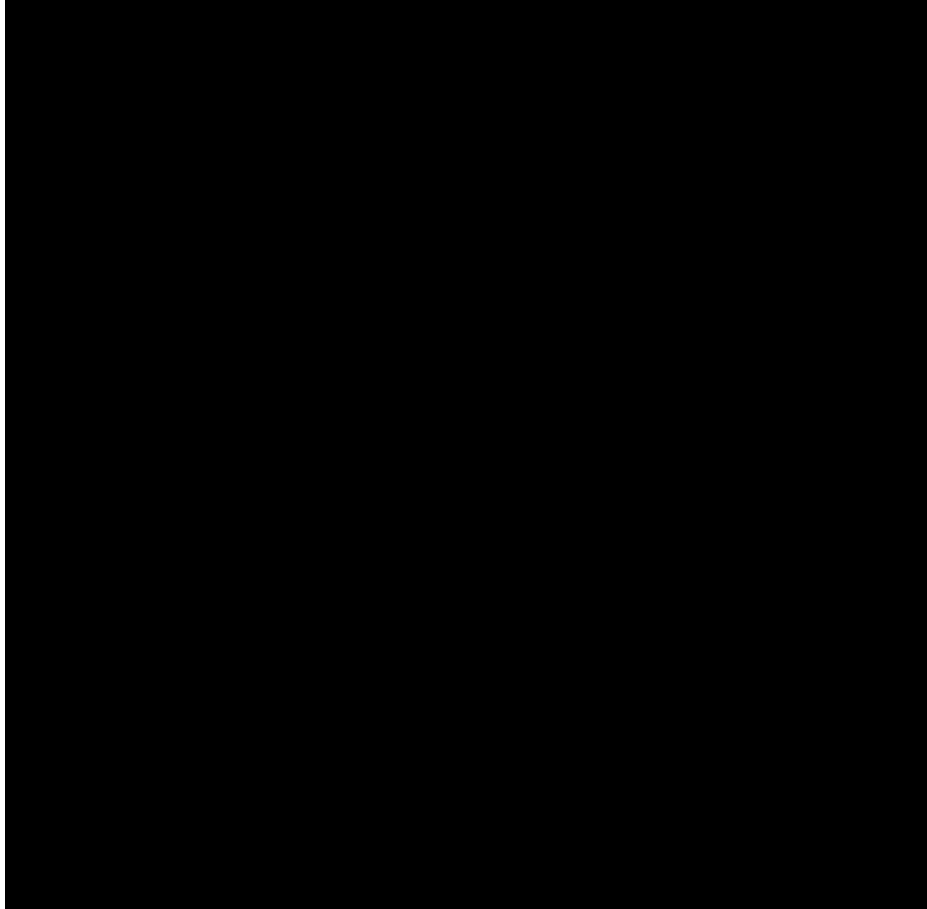
2. Engagement of Integrator; General Service Obligations.

2.1 Engagement of Integrator.

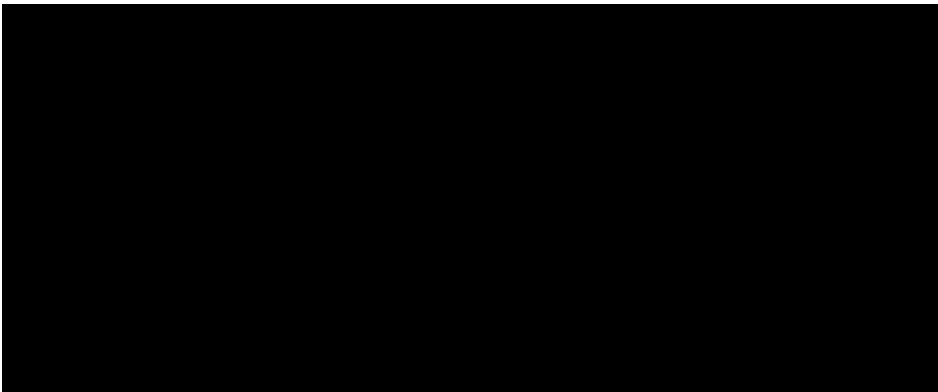
(a) National Grid engages Integrator, and Integrator hereby accepts such engagement, to provide the following services (collectively, the “Services”) on the terms and conditions set forth in this Agreement:

[REDACTED]

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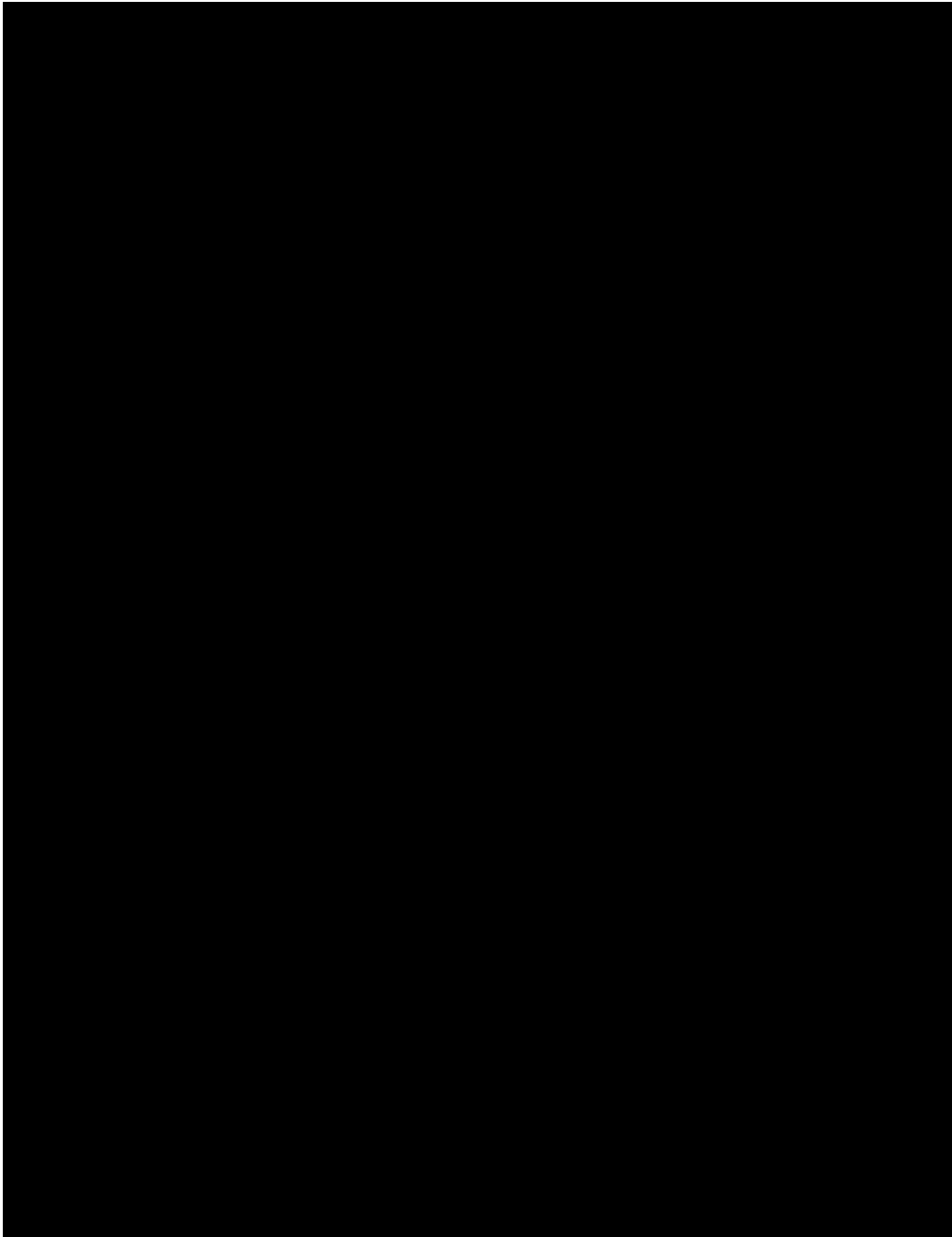


2.2 Governance and Project Management. The Parties agree that governance of the relationship of the Parties under this Agreement will be conducted in accordance with the governance model set forth in Exhibit B (Governance).

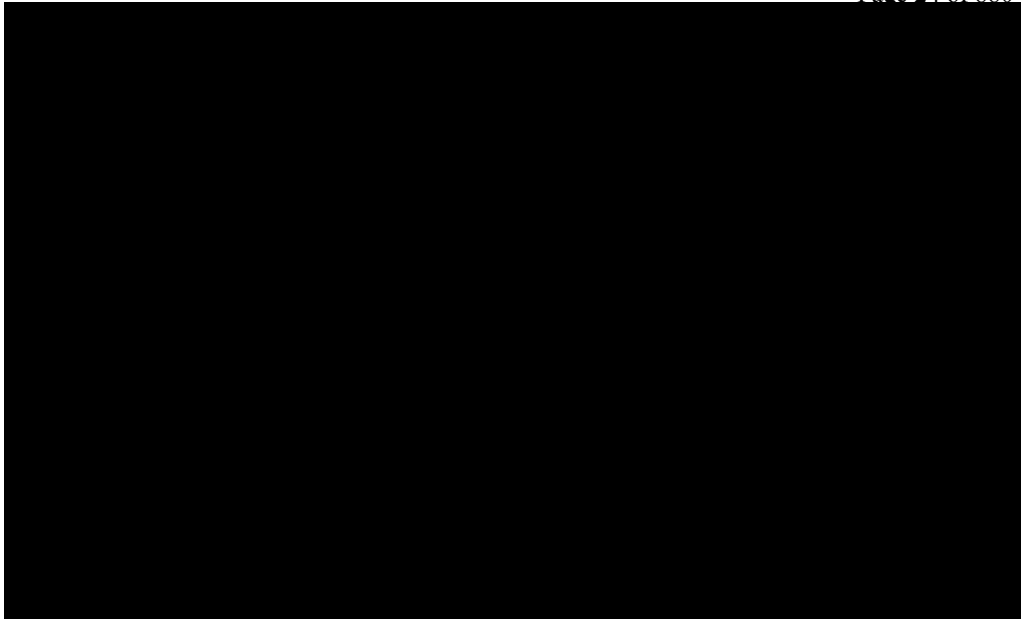


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is necessary for National Grid to terminate pursuant to Section 11.5, then the reimbursement and cost provisions of Section 11.3(b) will apply.



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2.5 Non Exclusive and Not a Requirements Contract.

(a) Notwithstanding anything to the contrary contained in this Agreement, Integrator acknowledges and agrees that (i) this is not a requirements contract and National Grid is not required to obtain its requirements for any of the Services from Integrator and (ii) Integrator is not the exclusive provider to National Grid of any of the Services and National Grid and its Affiliates may, at any time, itself or through a Third Party, provide or obtain any services that are equivalent to or the same as the Services being provided by Integrator (including services to supplement, replace or render unnecessary any of the Services).

■ National Grid and its Affiliates may use other suppliers for services similar to the Services. Integrator may offer services similar to the Services to other customers.

2.6 National Grid Affiliates. National Grid reserves the right to designate any of its Affiliates to receive Services under this Agreement. If National Grid so designates an Affiliate, Integrator shall provide Services to the Affiliate and perform the Services in accordance with the directions from the Affiliate. National Grid Affiliates will have all the rights and remedies of National Grid under this Agreement, subject to Section 18.15. Moreover, to the extent a National Grid Affiliate is receiving Services under this Agreement, all references to Services being performed for or received by National Grid in this Agreement include the performance of such Services for, and receipt of such Services by, such Affiliate, and Integrator shall have full responsibility to National Grid for its performance of such Services for the National Grid Affiliates.

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2.7 Timely Performance.

[REDACTED]

2.8 Integrator Personnel.

General.

[REDACTED]

Employment. All Integrator Personnel will be and remain employees of Integrator or Integrator Subcontractors and not of National Grid. As between Integrator and National Grid, Integrator shall be solely responsible for the payment of compensation to Integrator Personnel, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits, and any other employment-related benefits.

[REDACTED]

(c) Initial Integrator Personnel Screening. Integrator Personnel must successfully complete a background check including a general reference check and a

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convictions background check in accordance with Exhibit E (Background Check Procedures) prior to assignment to National Grid’s account. Integrator shall not assign any personnel that have not successfully completed a background check in accordance with Exhibit E (Background Check Procedures). Any Integrator Personnel that refuse to undergo such background check will be barred from performing any further Services and Integrator shall promptly replace such Integrator Personnel at no additional charge to National Grid.

■ Continuing Obligation. During the Term, Integrator shall use commercially reasonable efforts to ensure that none of the Integrator Personnel directly or indirectly involved in the provision of any Services or having access to any National Grid Confidential Information: (i) has been convicted of any felony at any time or convicted of a misdemeanor in the past five (5) years; or (ii) engages in substance abuse while on the National Grid premises, in a National Grid vehicle or otherwise while performing Services. Each Party shall notify the other Party of any suspected substance abuse by any Integrator Personnel.

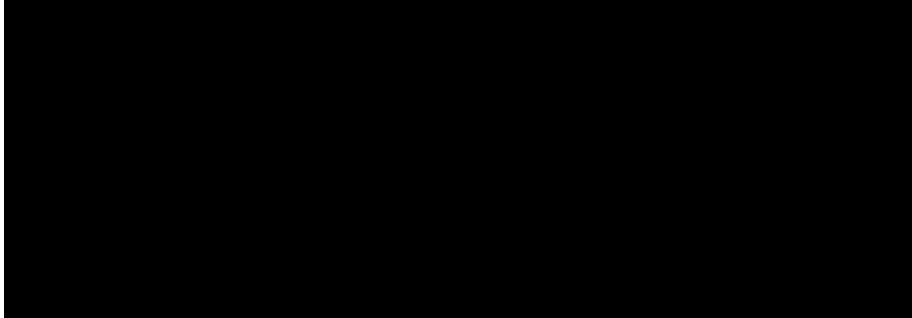
CEII. [Redacted]

(f) Key Personnel. [Redacted]

(g) Critical Support Personnel. [Redacted]

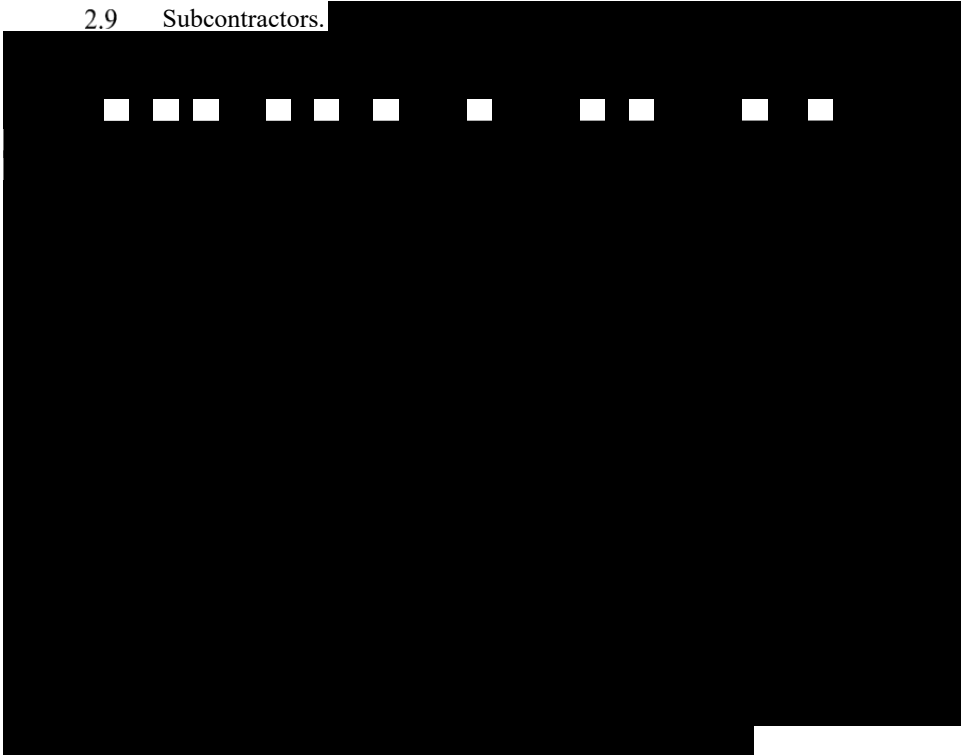
(h) Re-Assignments. [Redacted]

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(i) National Grid Supplier Diversity Program; Anti-discrimination.
Integrator shall cooperate with National Grid in reporting on and conforming to National Grid’s supplier diversity program requirements as such program requirements are communicated in writing to Integrator, and to the extent requested, reporting on the utilization of certified diversified suppliers. Integrator shall comply with all applicable federal, state and local anti-discrimination Laws, the standards and regulations issued thereunder and the amendments thereto.

2.9 Subcontractors.



2.10 Safety, Health and Environmental Protection. Integrator shall be solely responsible and assume all liability for the safety and supervision of its employees and the

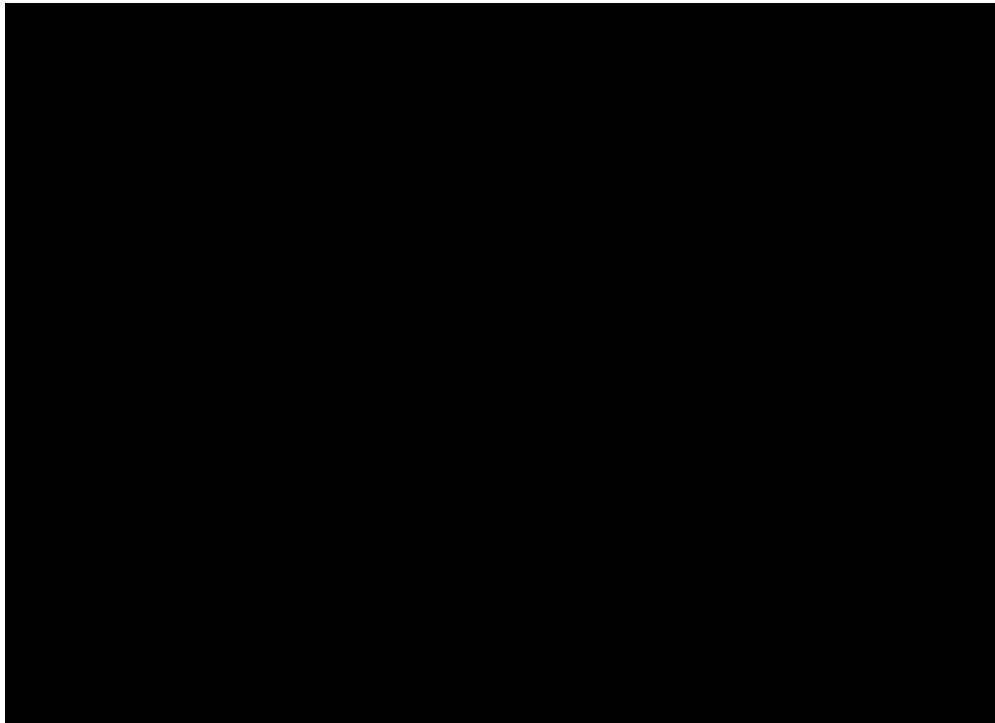
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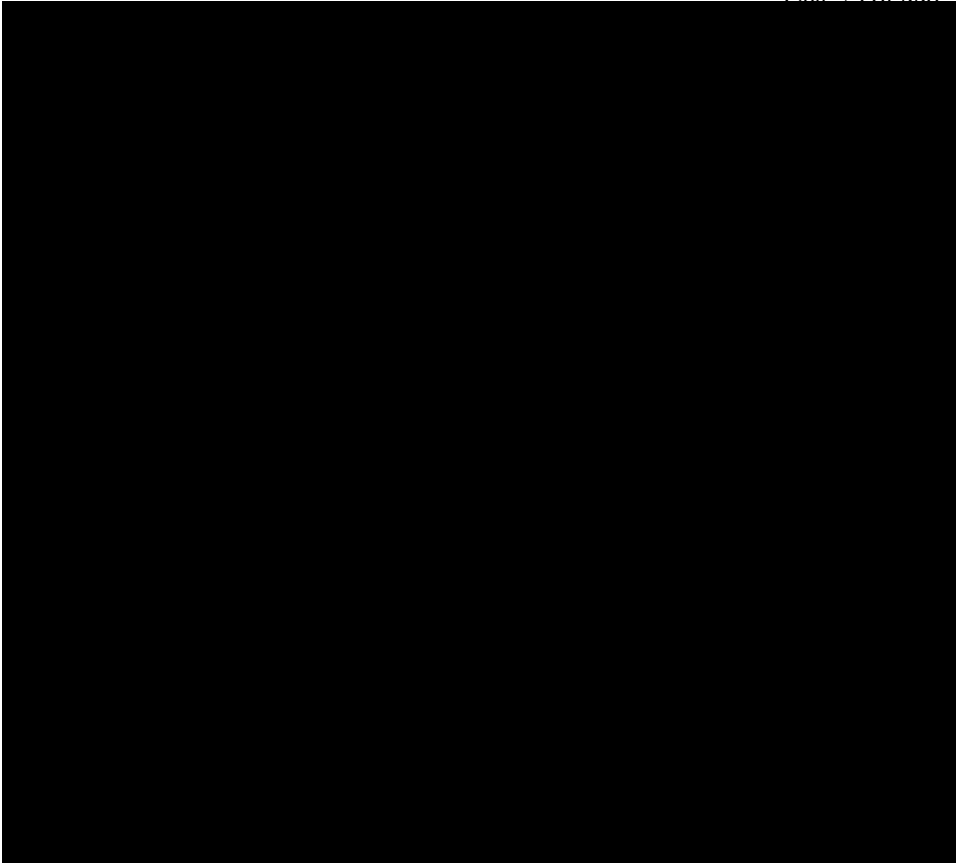
Integrator Subcontractors engaged in the performance of the Services. Integrator shall establish and implement a safety program that includes both occupational and process safety as applicable. Integrator shall, and shall require the Integrator Subcontractors and their employees involved in the performance of the Services to comply with all applicable Federal, state and local safety directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the relevant safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA) applicable to the performance of the Services, as amended from time to time. Integrator shall, and shall require Integrator Subcontractors and their employees to comply with National Grid’s safety and environmental standards, rules, regulations, directives and procedures provided to Integrator in writing, including those that are amended from time to time and that have subsequently been notified to Integrator, and to take all necessary safety and other precautions to protect property and persons from damage or injury arising out of performance of the Services. National Grid’s current Safety, Health and Environment Policy is set forth in Exhibit K (Safety, Health, Environment Policy).

2.11 Labor Relations. Integrator shall give National Grid prompt written notice of any labor dispute or anticipated labor dispute which may reasonably be expected to affect the cost, schedule or performance of the Services.

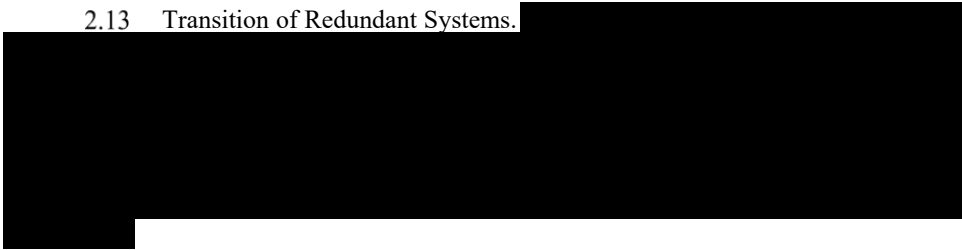
2.12 Procurement.



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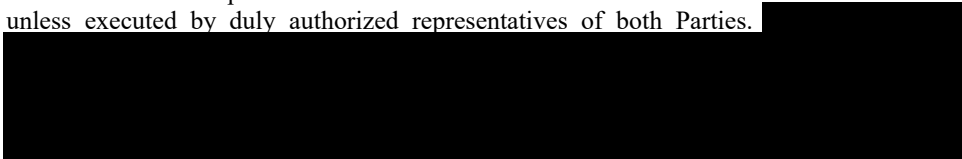


2.13 Transition of Redundant Systems.



3. Statements of Work.

3.1 Generally. Integrator shall provide Services and Deliverables as set forth in Statements of Work pursuant to a Module Plan. No Statement of Work shall be effective unless executed by duly authorized representatives of both Parties.

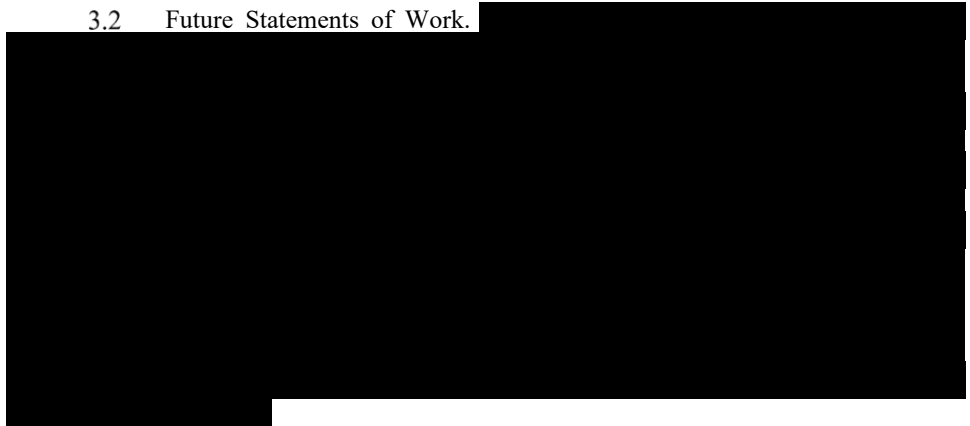


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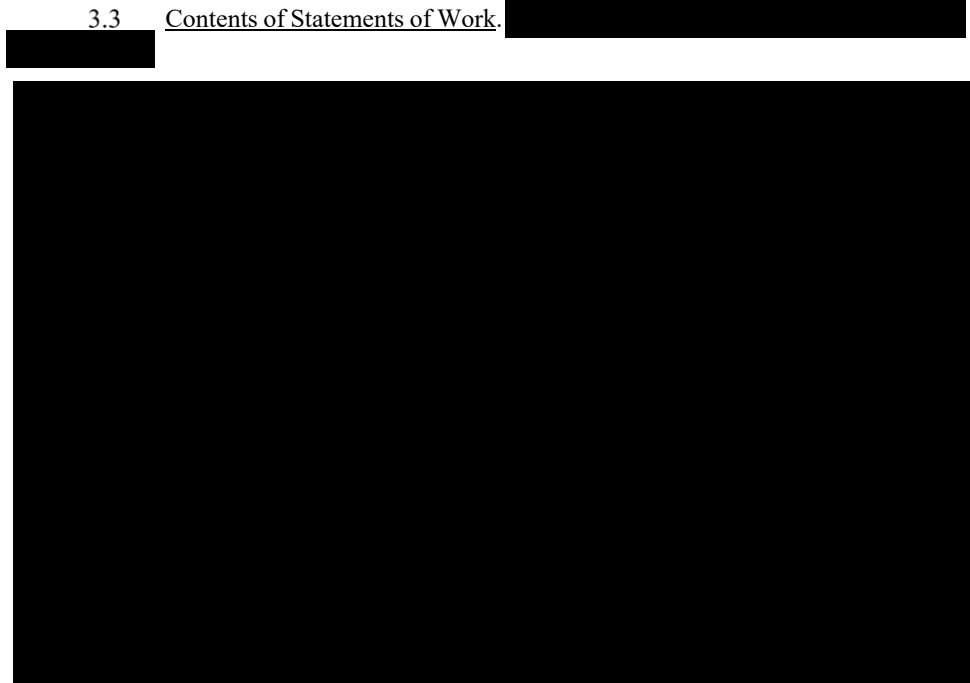


Each fully executed Statement of Work shall be attached as a Schedule to a Module Plan, and by this reference incorporated in and made a part of, this Agreement.

3.2 Future Statements of Work.



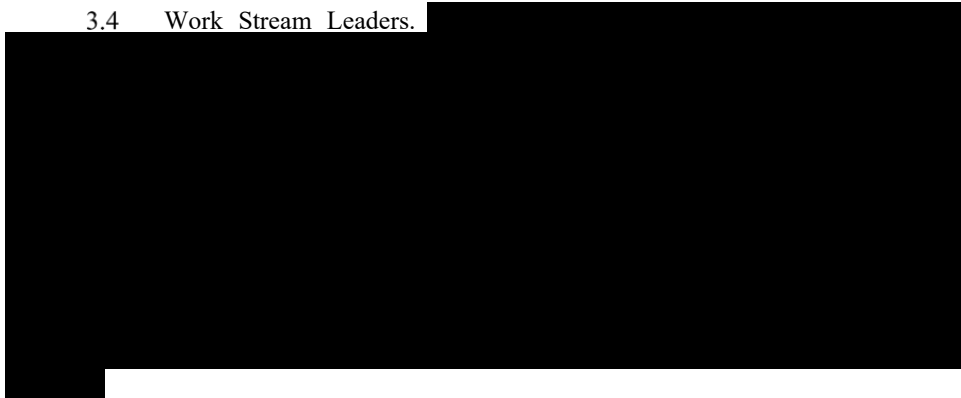
3.3 Contents of Statements of Work.



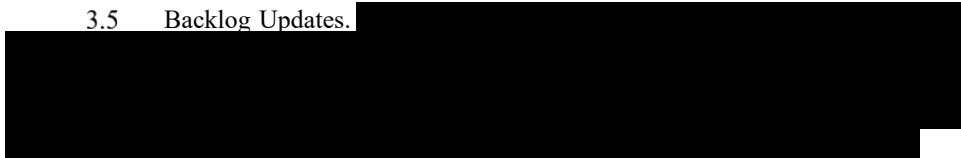
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3.4 Work Stream Leaders.

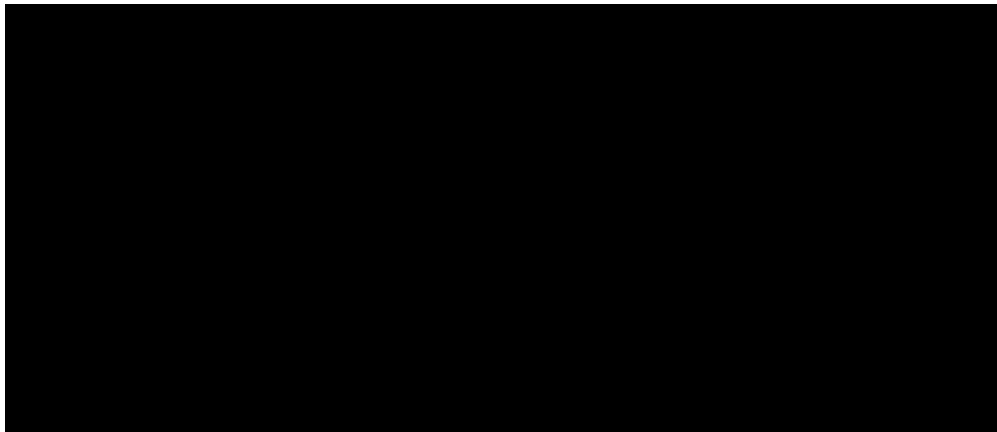


3.5 Backlog Updates.

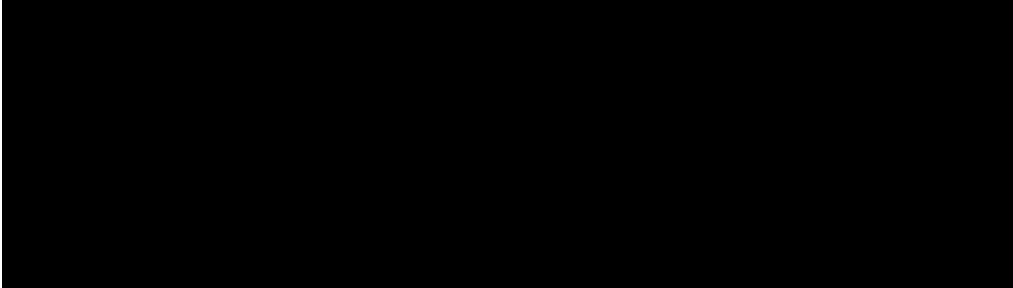


4. Change Control Process. Changes will be made in accordance with Exhibit F (Change Control Process).

5. Testing, Delivery and Acceptance of Deliverables.

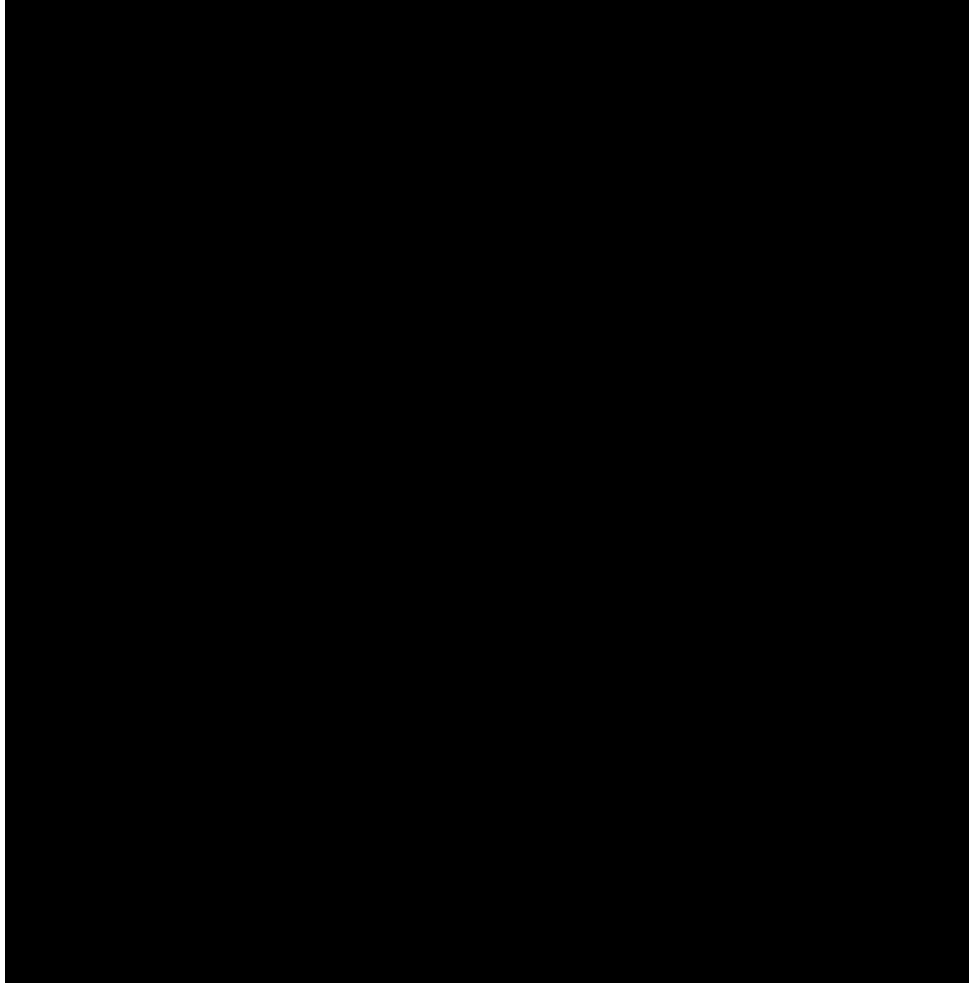


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5.2 Products.

■ Pre-Delivery Testing.

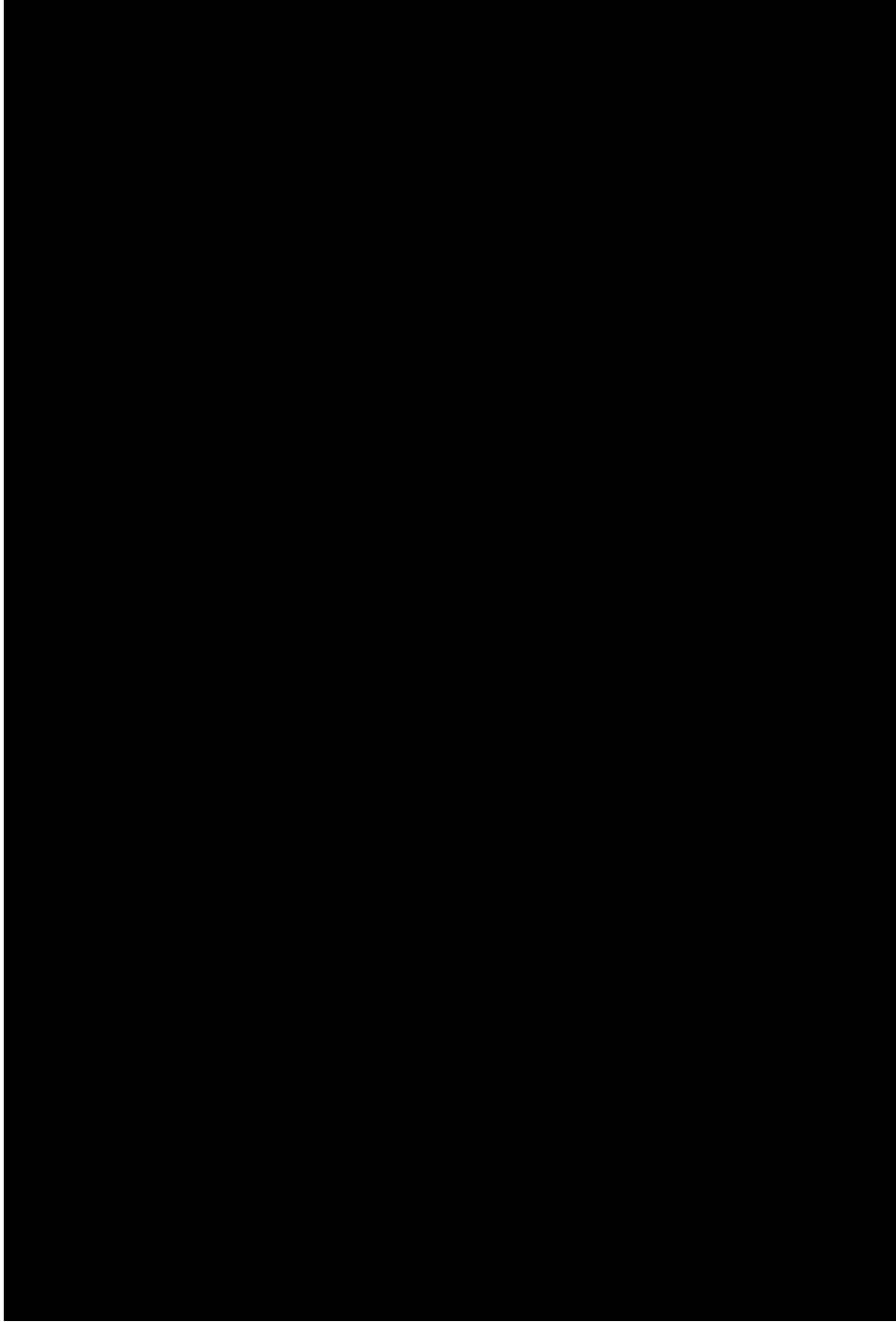


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[REDACTED]

5.3 Rejection of Deliverables.

[REDACTED]

6. Training; Maintenance and Support; Service Levels.

6.1 Training.

[REDACTED]

6.2 Maintenance and Support.

[REDACTED]

6.3 Service Levels.

[REDACTED]

7. Invoicing and Payment.

7.1 Fees.

[REDACTED]

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[REDACTED]

7.2 Invoicing.

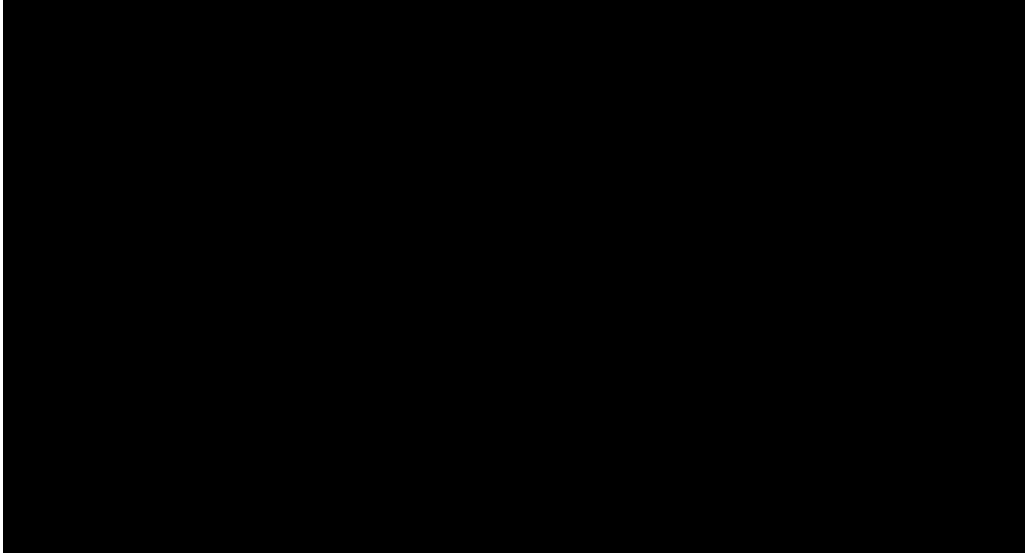
[REDACTED]

[REDACTED]

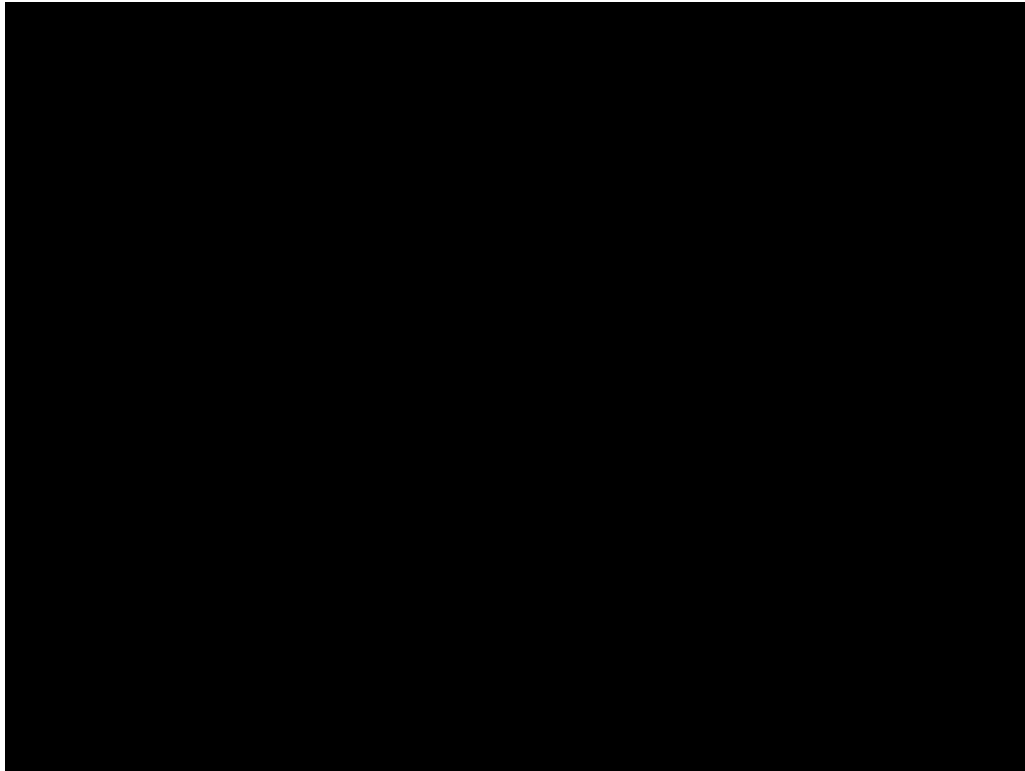
7.3 Payment.

[REDACTED]

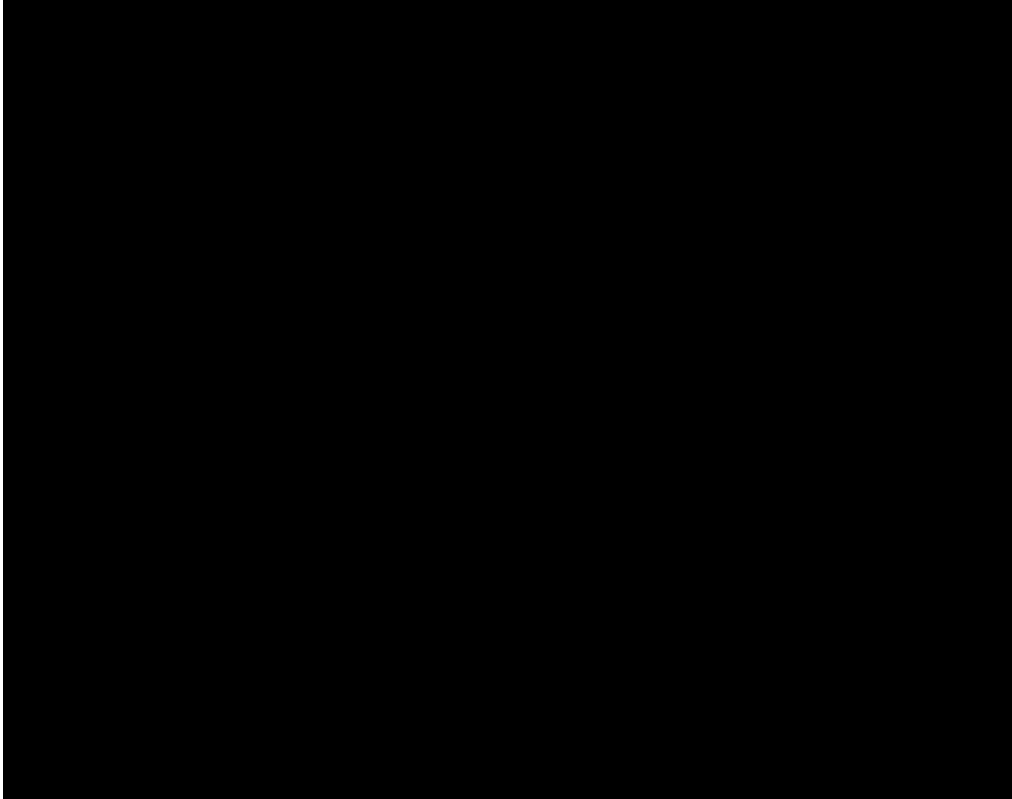
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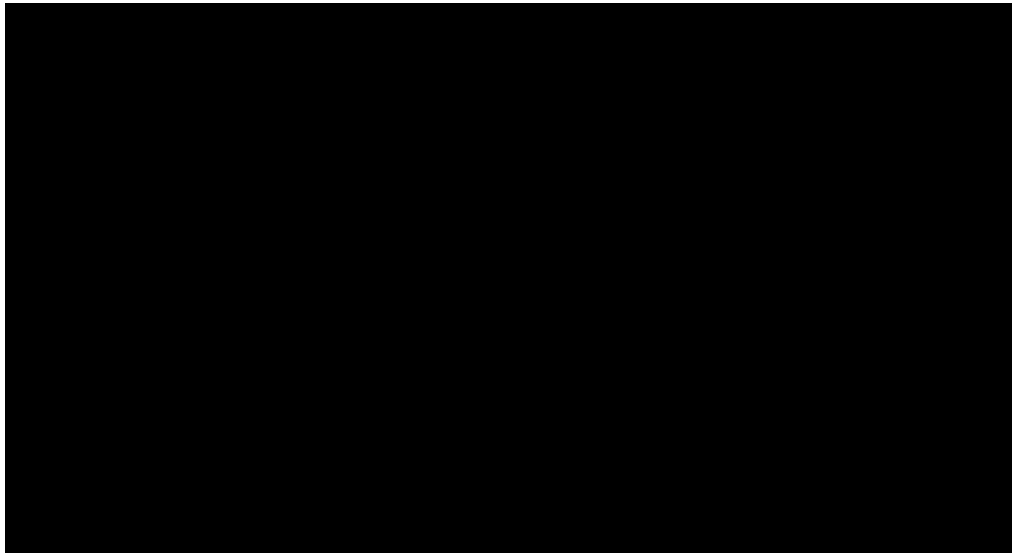
7.4 Taxes.



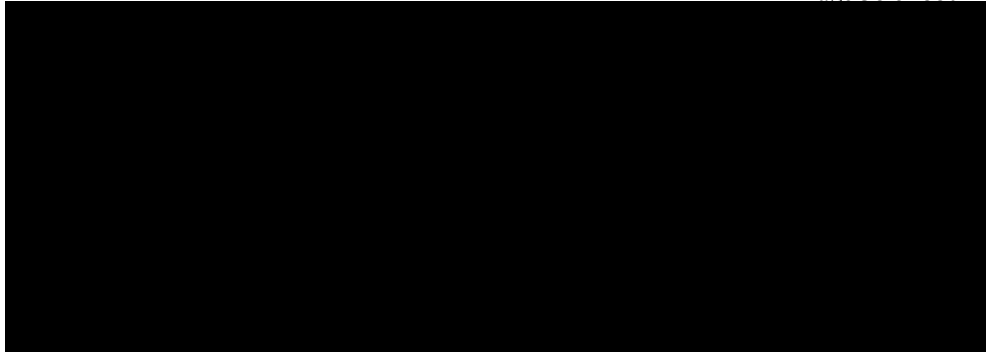
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7.5 Tax-Related Cooperation.

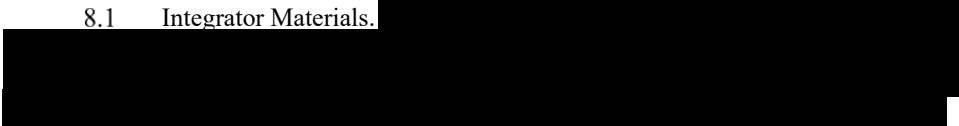


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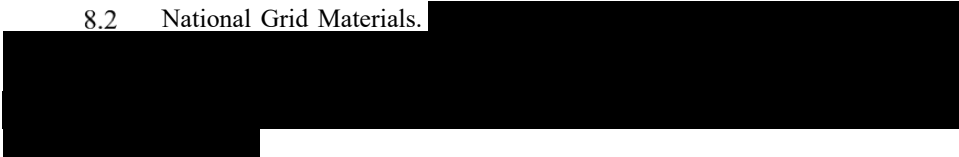


8. Intellectual Property Rights.

8.1 Integrator Materials.



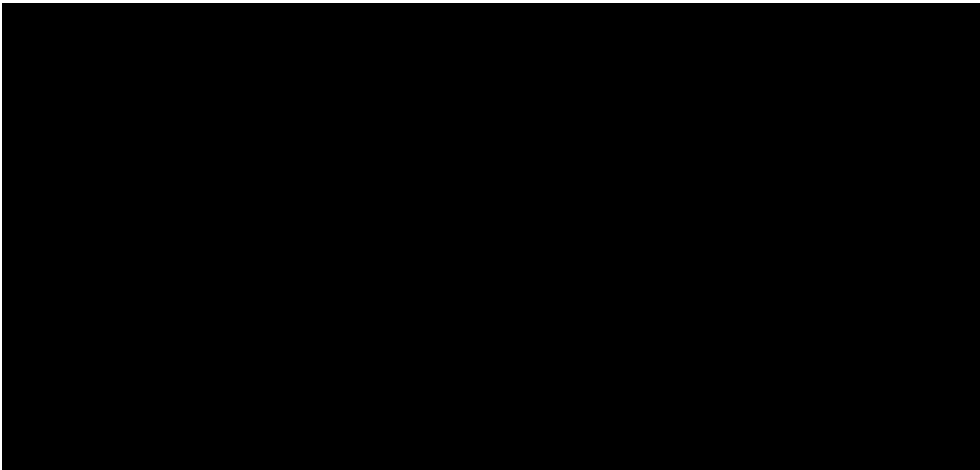
8.2 National Grid Materials.



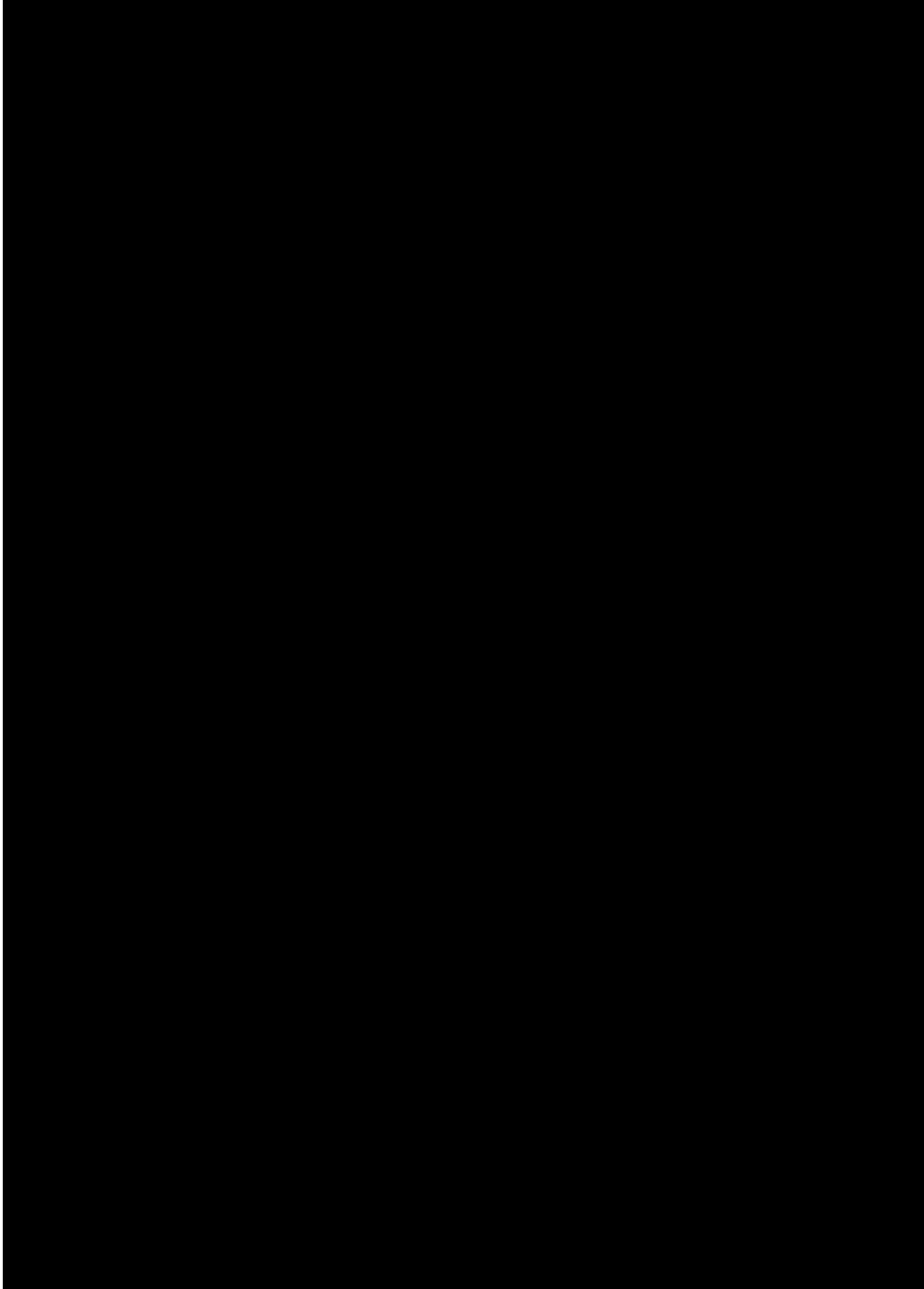
8.3 Third-Party Materials.



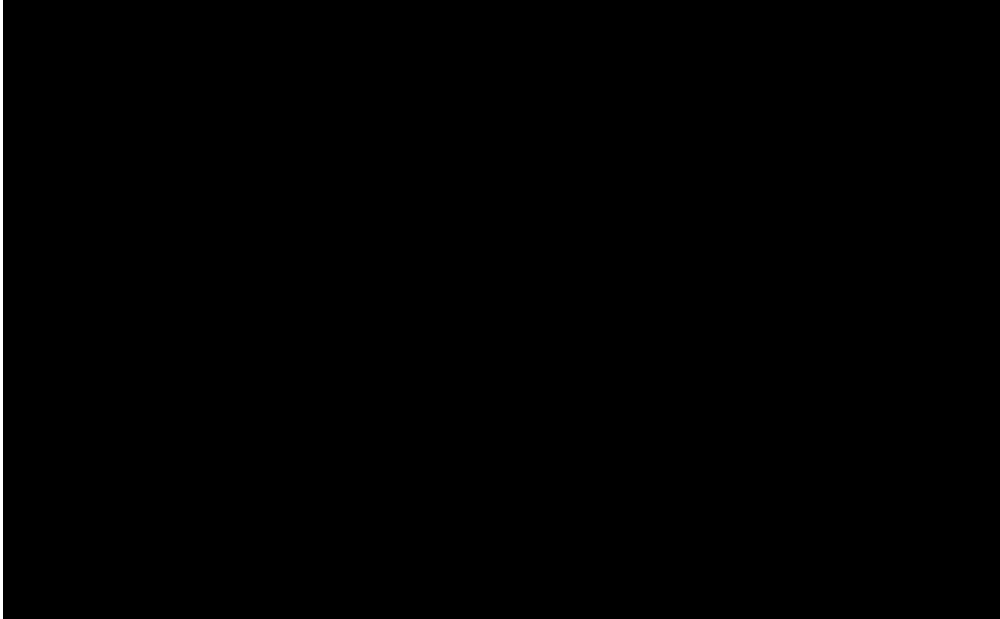
8.4 Ownership of Deliverables.



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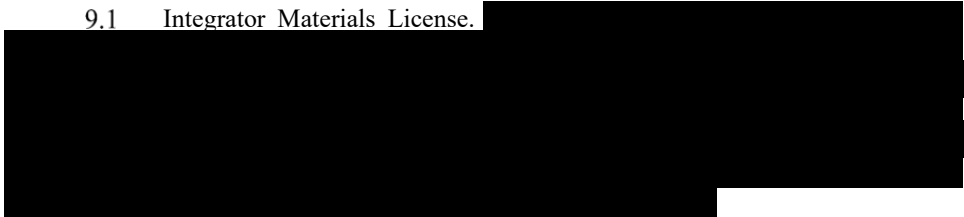


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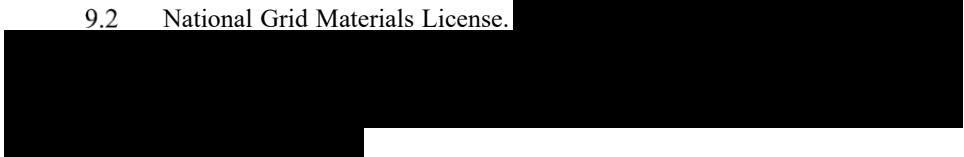


9. Licenses.

9.1 Integrator Materials License.



9.2 National Grid Materials License.



10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each Disclosing Party may disclose or make available Confidential Information to the Receiving Party. Without limiting the foregoing, the Integrator Materials are the Confidential Information of Integrator, the National Grid Materials are the Confidential Information of National Grid, and the terms and existence of this Agreement are the Confidential Information of both Parties.

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10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a Third Party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. Notwithstanding anything to the contrary in this Section 10.2, the foregoing exclusions do not apply to Personal Information, unless the data subject has clearly indicated to the Receiving Party that he or she has no reasonable expectation of privacy with respect to certain of their Personal Information (e.g. Personal Information transmitted to the Receiving Party in the form of a business card or email signature).

10.3 Protection of Confidential Information. As a condition to disclosure or being provided with access, with respect to the Confidential Information of the Disclosing Party the Receiving Party shall for seven (7) years (except with respect to any Confidential Information that qualifies as a trade secret, in which case, for so long as such Confidential Information is entitled to trade secrecy protection under applicable Law):

(a) not access or Process the Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

■ except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Agreement.

■ safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

■ direct its Representatives to comply with, and will be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section 10.

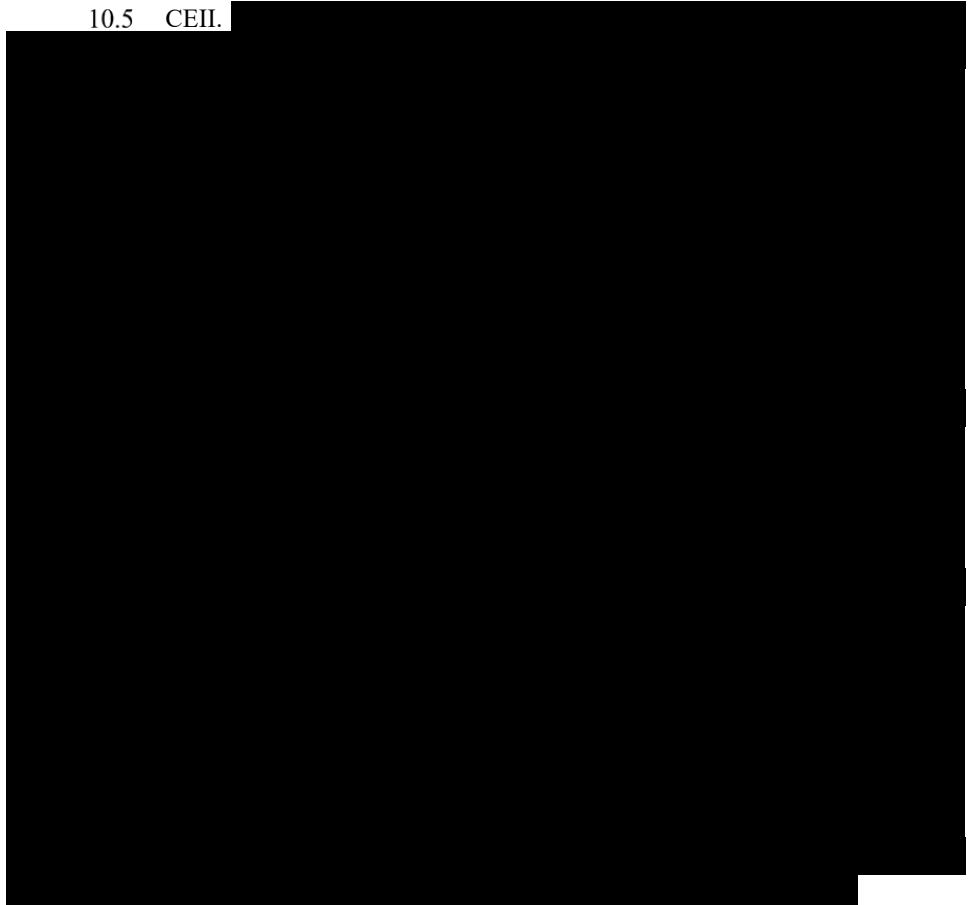
10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) if permitted under the circumstances, promptly, and prior to such disclosure, notify the Disclosing Party in writing

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of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

10.5 CEIL.



10.6 Data Security.

(a) With respect to all Confidential Information disclosed to Integrator under this Agreement:

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(i) Integrator agrees to: (A) implement and maintain appropriate physical, technical and administrative security measures for the protection of National Grid Confidential Information (including as required by Law, such as the Massachusetts Data Security Regulations, 201 CMR 17.00) including: (1) encrypting all transmitted records and files containing Confidential Information that will travel across public networks, and encryption of all data containing National Grid Confidential Information to be transmitted wirelessly; (2) prohibiting the transfer of National Grid Confidential Information to any portable device unless such transfer has been approved by National Grid in advance; and (3) encrypting any National Grid Confidential Information prior to transferring such data to a portable device; and (B) implement and maintain a written information security program as required by Law. Where applicable, if, and only with National Grid’s prior consent, Integrator Processes Personal Information received from National Grid from the EEA in a jurisdiction that is not an approved jurisdiction under the EEA, Integrator shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Integrator will abide by the obligations under Regulation (EU) 2016/679 (the General Data Protection Regulation) together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. Integrator agrees to reasonably cooperate with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by National Grid in accordance with Integrator’s obligations in the foregoing sentence.

(ii) Integrator shall not, directly or indirectly, divulge, disclose or communicate to any Person any National Grid Confidential Information, except with the written permission of National Grid or as permitted elsewhere under this Agreement.

(iii) All records pertaining to National Grid’s Confidential Information, whether developed by National Grid or others, are and shall remain the property of National Grid.

(iv) Integrator understands the extremely sensitive nature of the Confidential Information shared, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid Confidential Information were improperly disclosed. Integrator therefore agrees that National Grid shall be entitled to seek and obtain from any court of competent jurisdiction equitable relief in addition to all other remedies at law to protect its Confidential Information.

(v) Integrator shall notify National Grid promptly and in writing of any actual or attempted unauthorized access, possession, use, Processing

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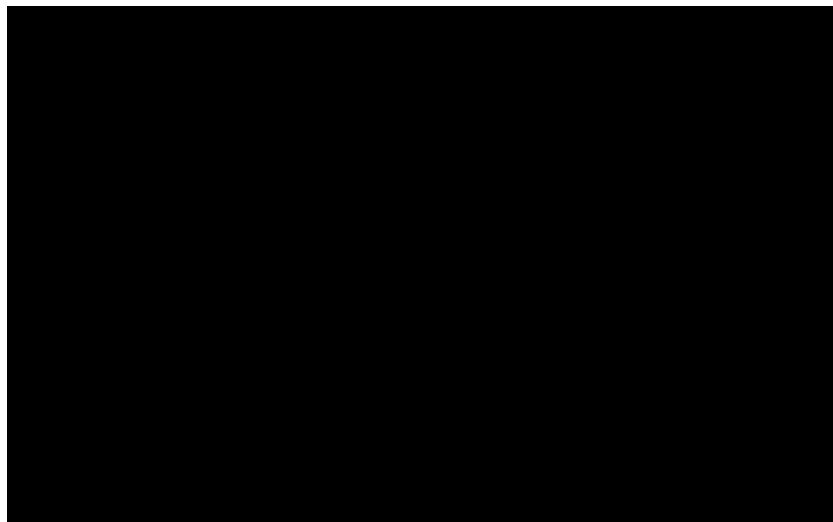
or knowledge of National Grid Confidential Information. For avoidance of doubt, such actual or attempted unauthorized possession, use, Processing or knowledge of National Grid Confidential Information is a Security Incident under this Agreement. Integrator shall promptly and in writing provide National Grid with full details (as they become known) of the actual or attempted unauthorized access, possession, use, Process or knowledge, and shall use reasonable efforts to prevent a recurrence thereof.

(vi) Integrator shall notify National Grid promptly and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to or Processing of National Grid Confidential Information, and shall reasonably work with National Grid to mitigate such risk.

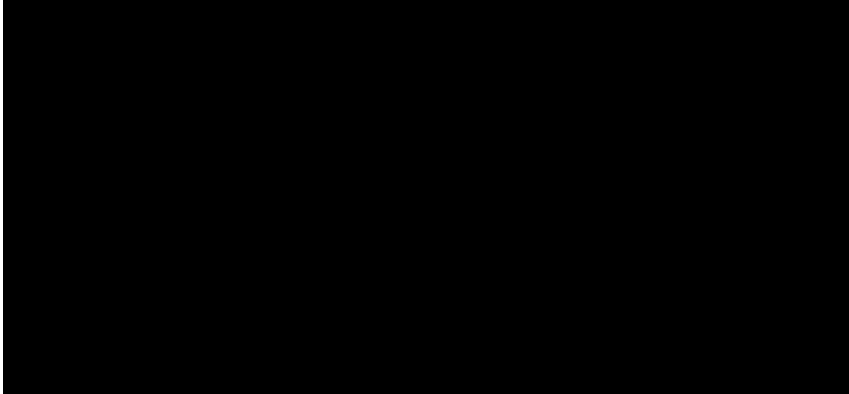
(vii) Integrator shall have a process for managing both minor and major Security Incidents. Integrator shall promptly report Security Incidents to National Grid. Integrator shall cooperate with and follow the instructions of National Grid in responding to any such Security Incident and individual notification related to National Grid Confidential Information that was provided to Integrator by National Grid, or by National Grid employees, agents or customers, under this Agreement.

(viii) Integrator shall (A) undertake Remediation Efforts at Integrator’s sole expense and reimburse National Grid for National Grid’s reasonable costs and expenses for Remediation Efforts, (B) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (C) reasonably cooperate with any Remediation Efforts undertaken by National Grid.

■ Data Security Audits.

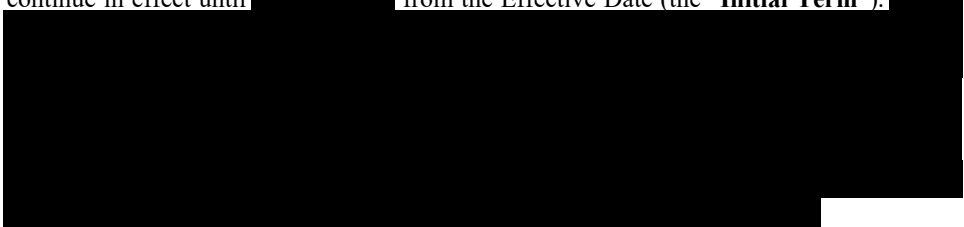


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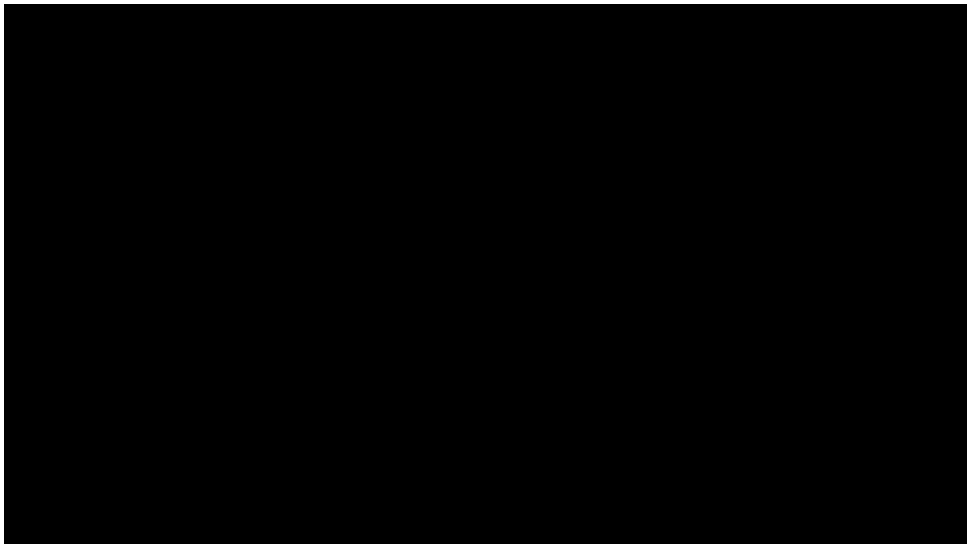


11. Term, Termination and Suspension.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement’s express provisions, will continue in effect until [REDACTED] from the Effective Date (the “**Initial Term**”).

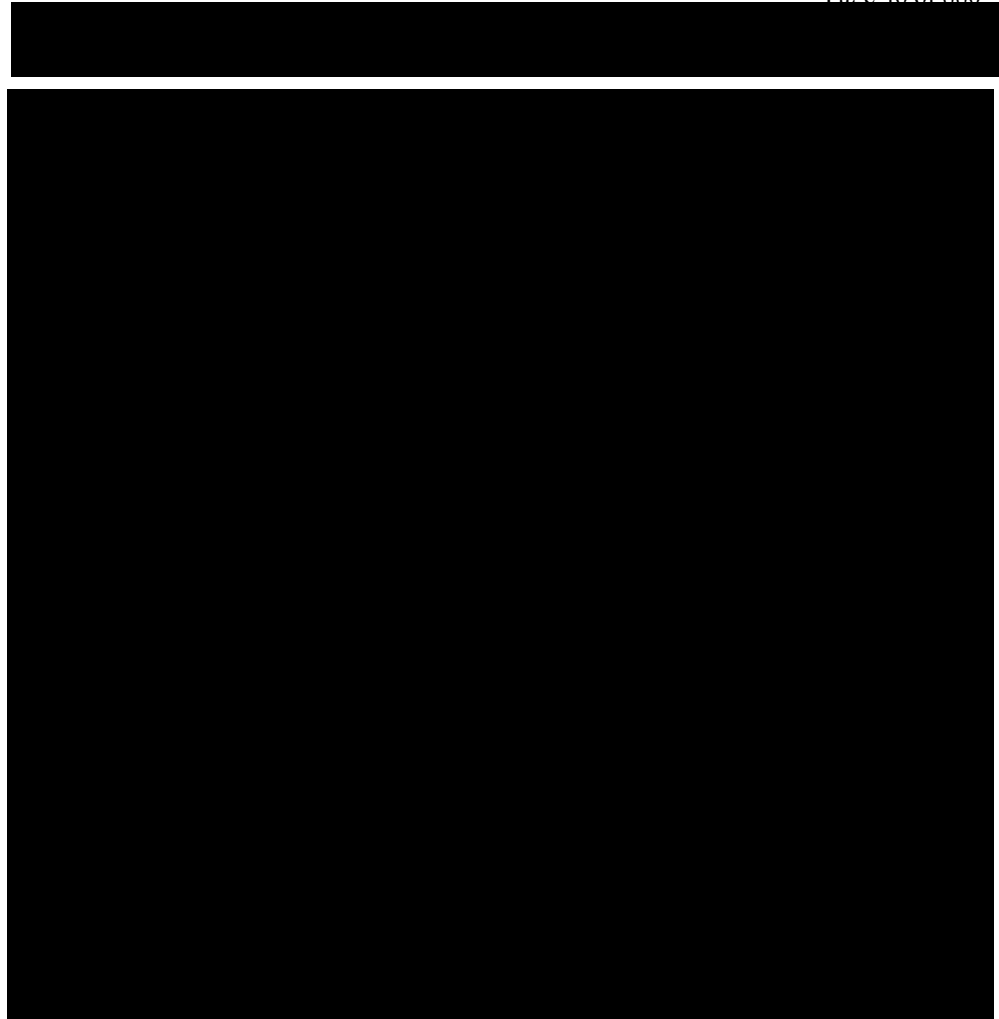


11.2 Termination for Cause. [REDACTED]



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11.4 Termination for Dissolution, Bankruptcy or Insolvency. Either Party may terminate this Agreement, effective immediately, if the other Party: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay, or generally fails to pay, its debts as they become due; (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (d) makes or seeks to make a general assignment for the benefit of its creditors; or (e) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

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11.5 Termination for Convenience.

[REDACTED]

11.6 Effect of Expiration or Termination.

[REDACTED]

[REDACTED]

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[REDACTED]

11.7

[REDACTED]

11.8

[REDACTED]

11.9 Surviving Terms.

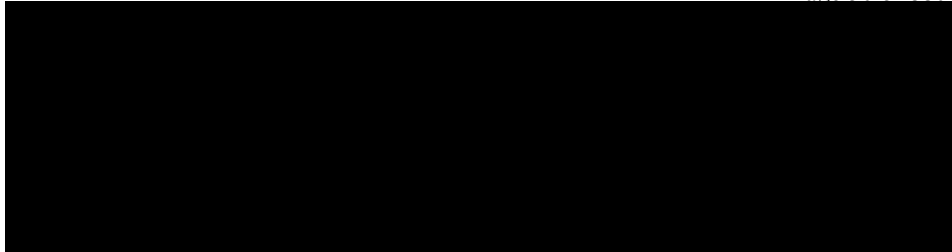
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11.10 Suspension.



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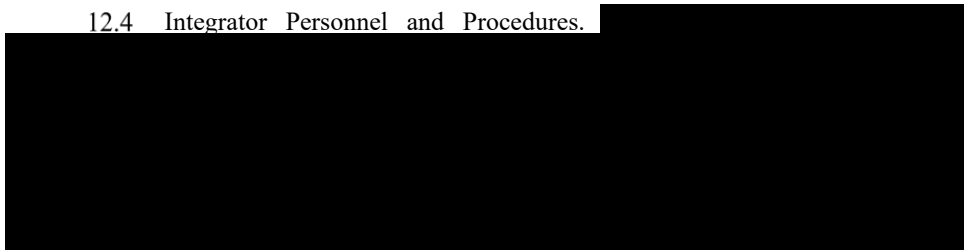
12. Prevention of Corruption and Bribery.

12.1 Integrator Conduct. Integrator shall conduct itself in an ethical manner and perform the Services in accordance with the highest ethical standards applicable to Integrator and Integrator Affiliates. Integrator and Integrator Personnel shall not, in performance of the Services, be a party to the following: bribery; collusion with other contractors, regulatory agencies or other third parties; provision of enticements to National Grid’s officers, directors, employees, agents, successors, and assigns in any form including, but not limited to, gifts, gratuities or other benefits. Without limiting the foregoing, Integrator represents and warrants to National Grid that Integrator, Integrator Subcontractors, its and their Affiliates, partners, principles, employees, officers, agents and shareholders as applicable, have not committed and shall not commit any Prohibited Act.

12.2 Notice of Prohibited Act. If Integrator Personnel commit any Prohibited Act during the course of performance of the Services, then National Grid shall be entitled to written notice from Integrator providing reasonable detail of the alleged Prohibited Act violation.

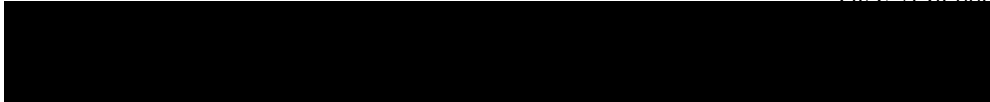
12.3 Termination. If a Prohibited Act is committed by Integrator or Integrator Personnel, then National Grid shall be entitled to terminate this Agreement for cause, under this Section 12.3, by giving written notice to Integrator, specifying the date on which the Agreement shall terminate. National Grid shall specify, in any notice of termination under this Section 12.3 the general nature of the relevant Prohibited Act and the identity of the Person who has committed such Prohibited Act. The termination of the Agreement pursuant to this Section 12.3 shall entitle National Grid and each of its Affiliates to terminate any other contracts between Integrator and National Grid, or Integrator and such Affiliate (as appropriate) on written notice to Integrator, and whether such termination constitutes a termination-for-cause by National Grid of such other contracts shall be determined under the provisions of such other contracts.

12.4 Integrator Personnel and Procedures.



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National Grid's policies on anti-bribery and anti-corruption as of the Effective Date are set forth in the Supplier Code of Conduct attached as Exhibit L (Supplier Code of Conduct).

13. Representations and Warranties.

13.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

■ it has the full right, power and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

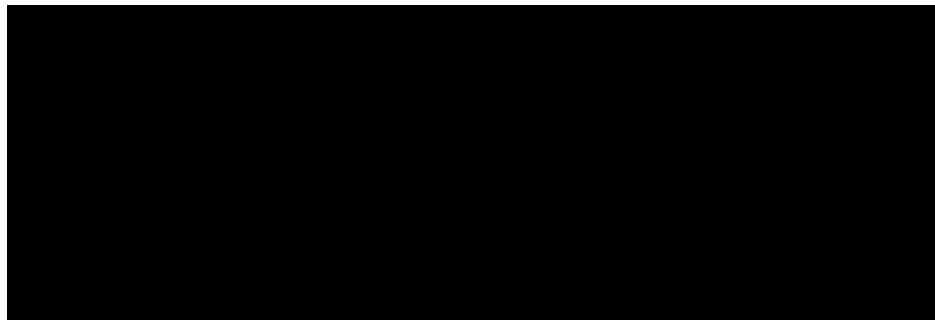
■ the execution of this Agreement by its Representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party;

(d) upon the execution and delivery of this Agreement by such Representative, this Agreement shall have been duly executed and delivered by such Party;

■ when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

■ the execution, delivery and performance of this Agreement do not and will not violate the certificate of incorporation, bylaws, or other organizational documents of such Party.

13.2 Additional Integrator Representations and Warranties.

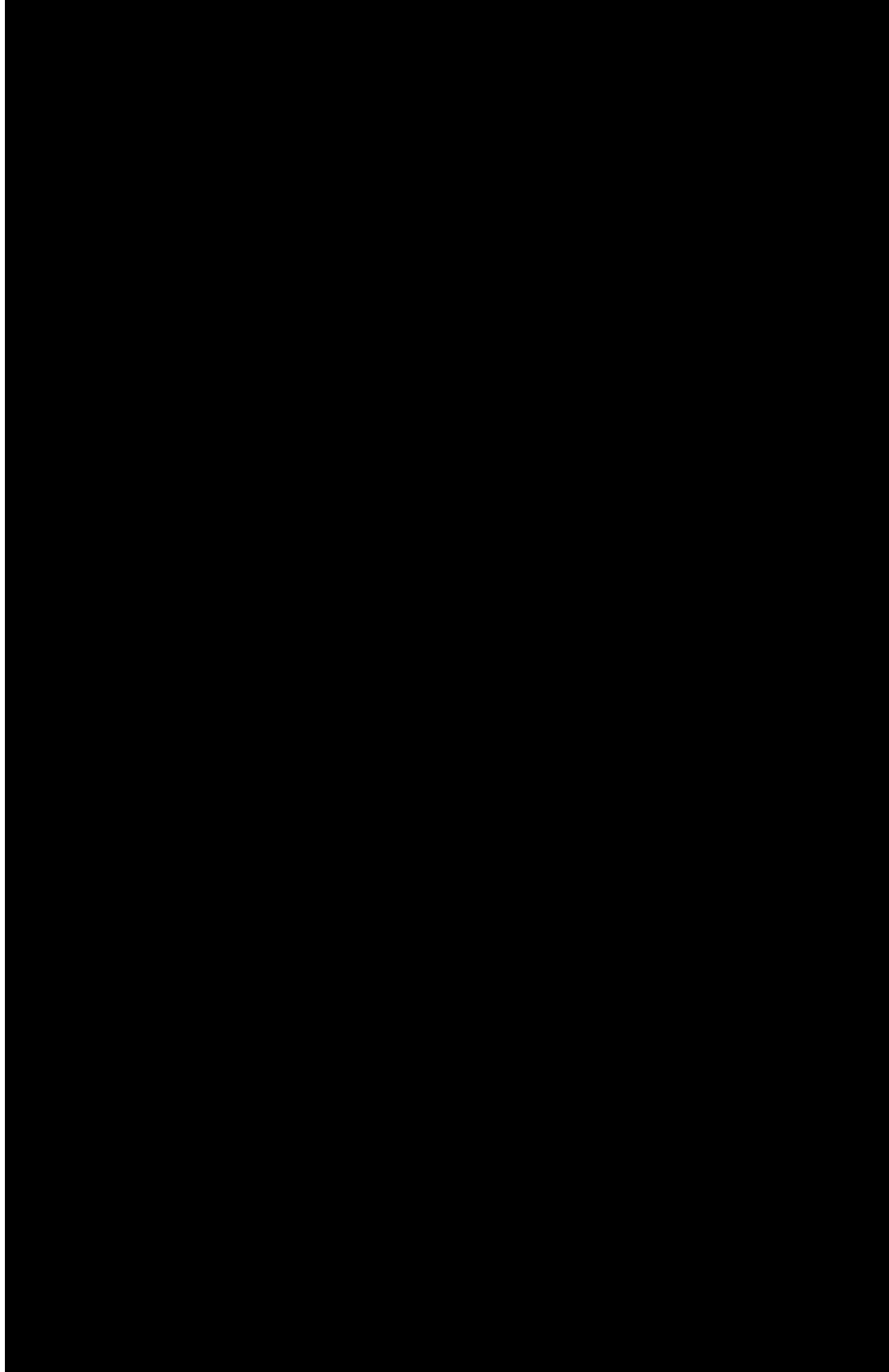


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[REDACTED]

13.3

[REDACTED]

13.4 DISCLAIMER. INTEGRATOR DISCLAIMS ANY WARRANTY WITH REGARD TO ANY OTHER WORK PRODUCT, WHICH IS PROVIDED AS IS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY PRODUCT, ANY WORK PRODUCT OR ANY SERVICES OR LICENSES AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Indemnification.

14.1 Integrator Indemnification.

[REDACTED]

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14.2

[REDACTED]

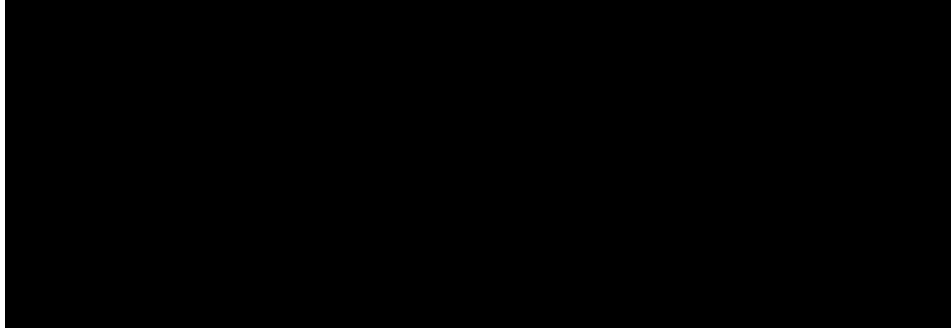
14.3 Mutual Indemnification.

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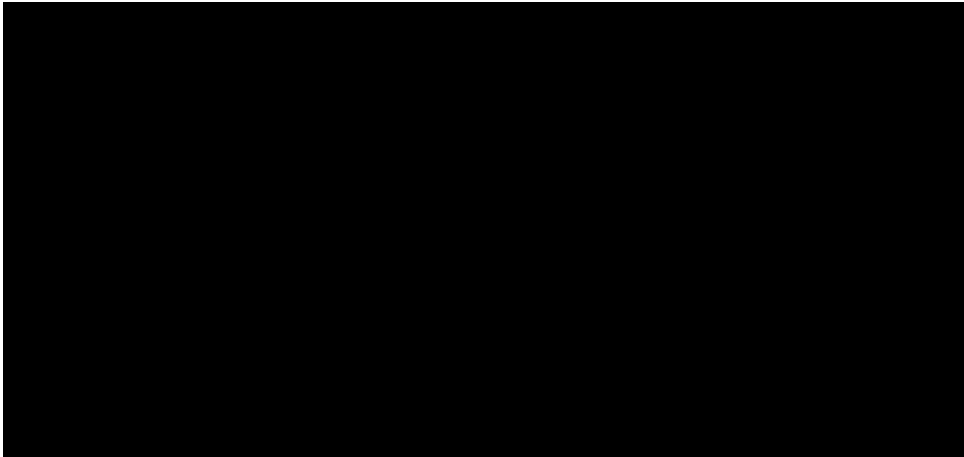
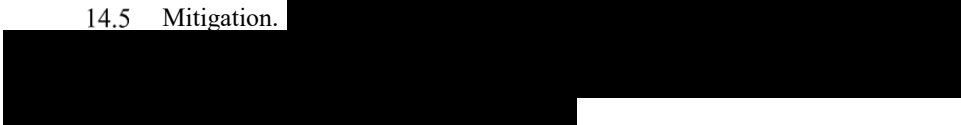
14.4 Indemnification Procedure.

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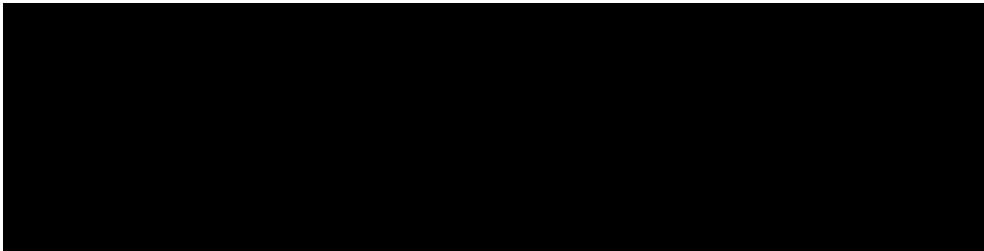


14.5 Mitigation.

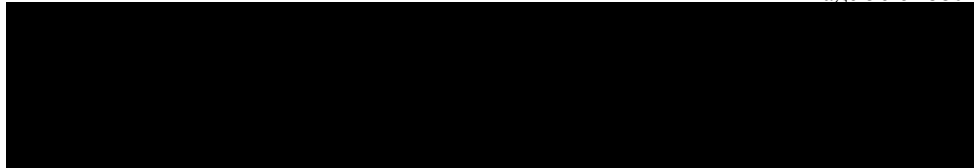


15. Insurance.

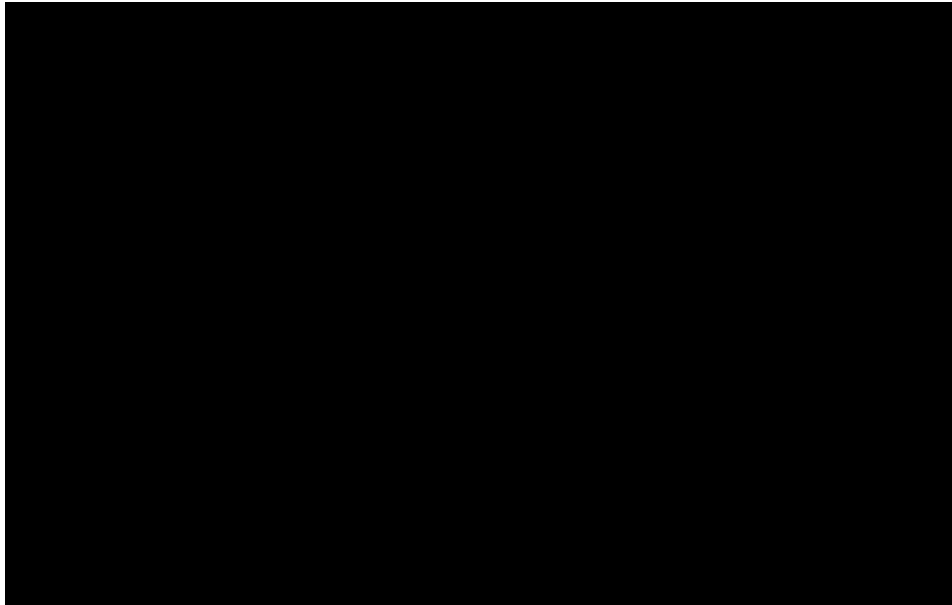
15.1 General Coverage Provisions Required. Subject to the provisions of this Section 15, Integrator shall procure and, throughout the Term, maintain at its sole expense insurance of the types and amounts specified in Section 15.2 below, in accordance with the following:




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15.2 Required Coverage Types. Integrator shall carry:



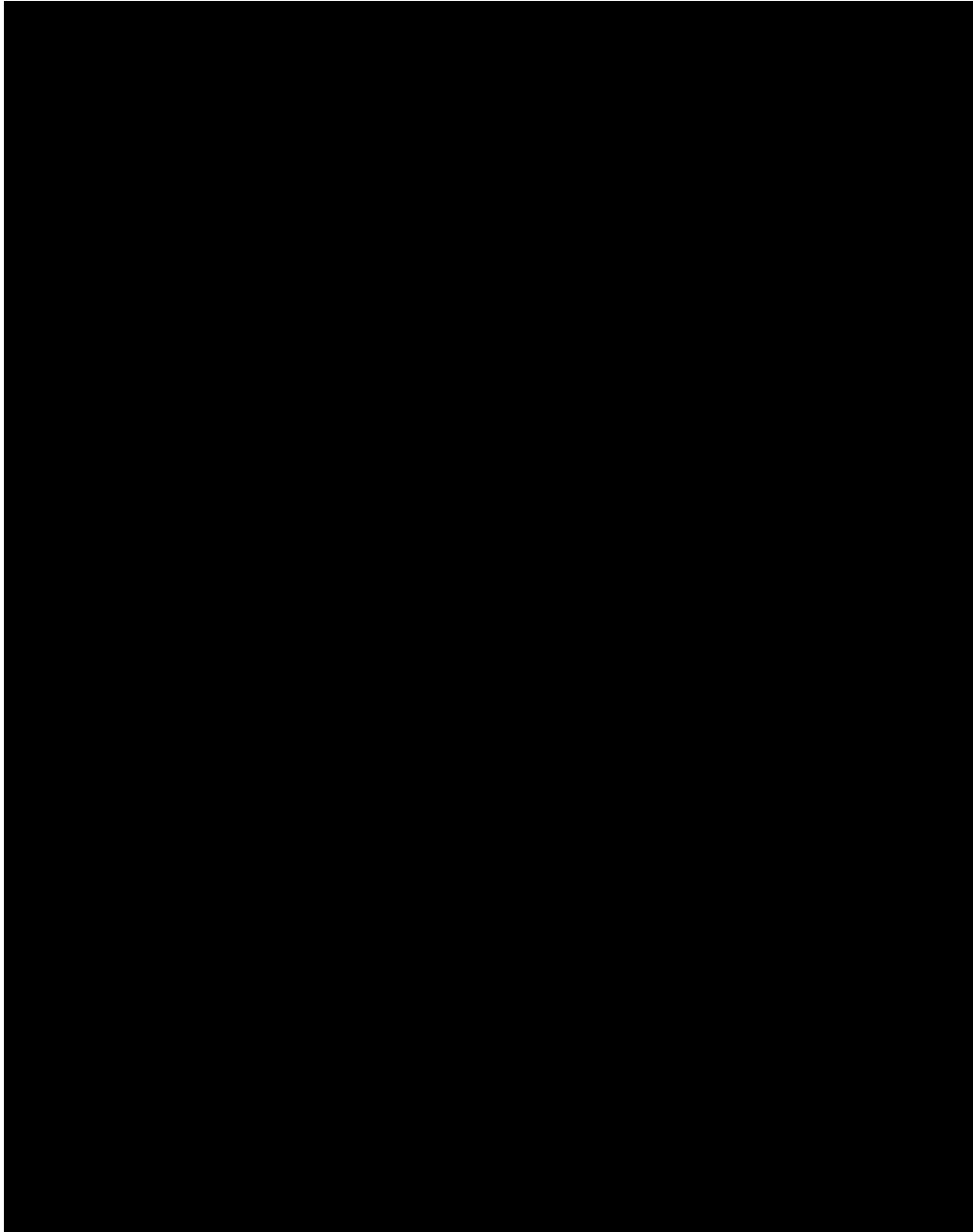
15.3 Subcontractors. In the event that Integrator uses Integrator Subcontractors in connection with the provision of Services under this Agreement, Integrator shall require all such Integrator Subcontractors to provide the same insurance coverages with at least the same coverage amounts as set forth in this Section 15. Integrator shall remain liable for the performance of Integrator Subcontractors, and such contractual relationship shall not relieve Integrator of its obligations under this Agreement.

15.4 Notices; Effect of Required Coverage. No later than five (5) days after the execution of this Agreement, and prior to the commencement of any Services, Integrator shall furnish National Grid with certificates of insurance, and as required above, naming National Grid as an additional insured. In the case of renewal, material modification, or cancellation and replacement of any such insurance policy, Integrator shall furnish National Grid with a copy of an Acond certificate of insurance within ten (10) days of such renewal, modification or replacement. Integrator shall also notify National Grid at least thirty (30) days in advance if Integrator desires to materially modify or cancel any such insurance only in the event a policy is not replaced with a policy that meets the requirements of this section or there is a lapse in coverage. Neither the existence of such policies or any terms thereof will affect Integrator's obligations to National Grid under this Agreement in respect of responsibility for loss, damage or injury, including those under Section 14. 

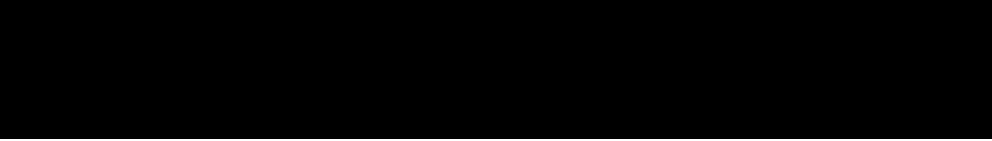
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16. Limitations of Liability.

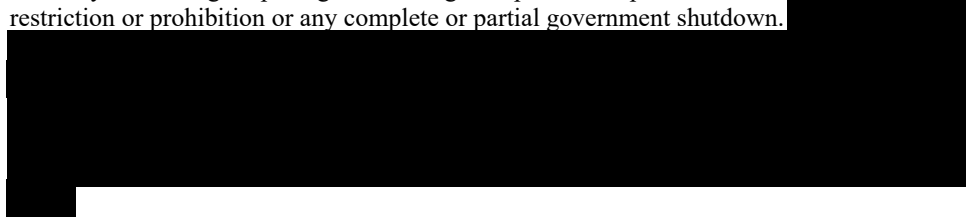


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17. Force Majeure.

17.1 No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any confidentiality obligations or disaster recovery and business continuity services obligations of Integrator, when and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control (a “**Force Majeure Event**”), including acts of God, flood, fire, unprecedented weather conditions, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown.

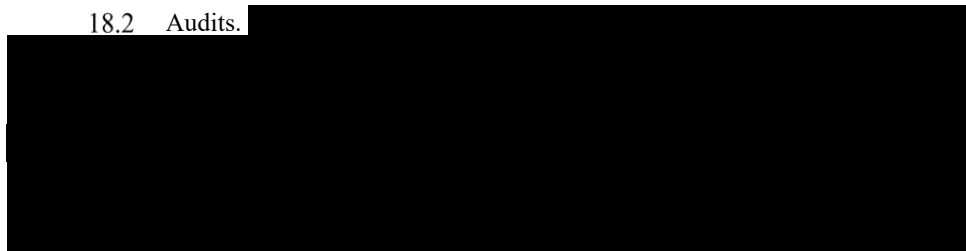


17.2 Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt notice to the other Party as soon as commercially feasible, stating the period of time the occurrence is expected to continue to the extent known, and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

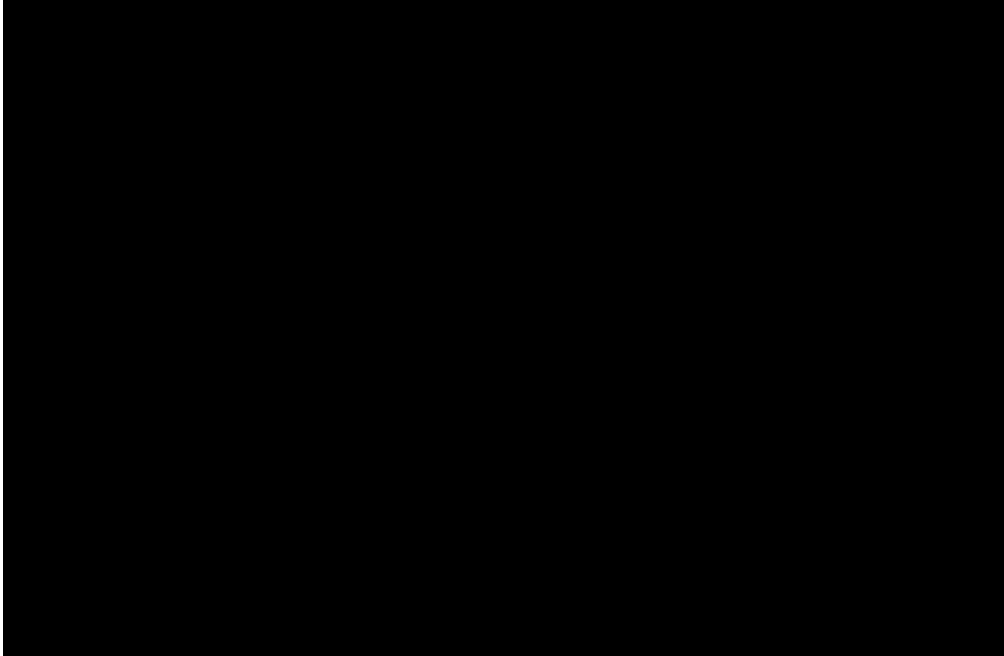
18. Miscellaneous.

18.1 Further Assurances. Upon a Party’s reasonable request, the other Party shall, at the requesting Party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further reasonable actions, necessary to give full effect to this Agreement.

18.2 Audits.

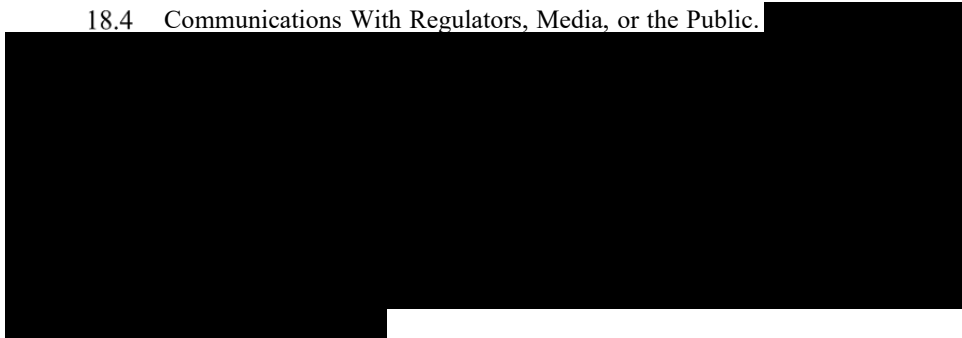


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18.3 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

18.4 Communications With Regulators, Media, or the Public.

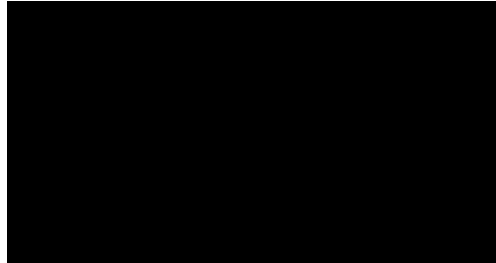


18.5 Notices. Except as otherwise set forth in this Agreement, all notices, requests, consents, claims, demands, waivers and other communications under this Agreement required to be in writing shall be addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section 18.5):

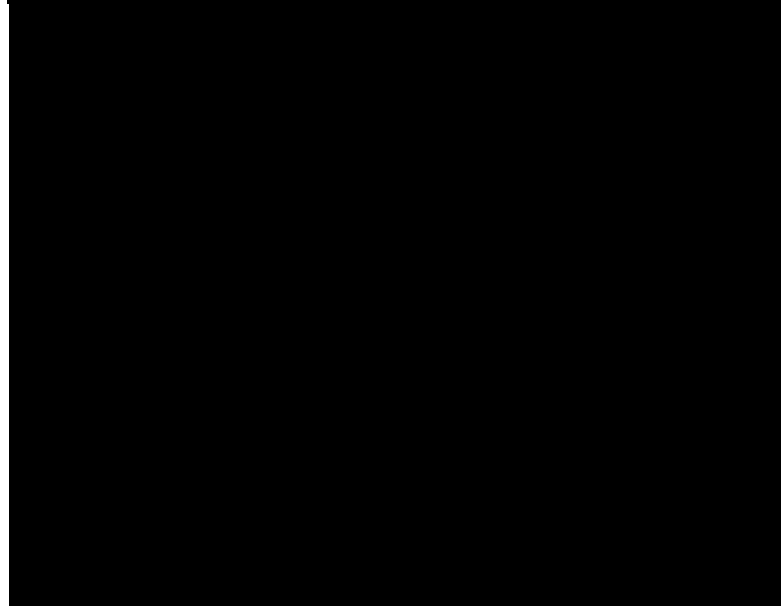
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If to Integrator:



If to National Grid:



Notices sent in accordance with this Section 18.5 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by e-mail, with confirmation of transmission, if sent during the addressee’s normal business hours, and on the next Business Day, if sent after the addressee’s normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

18.6 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive (e.g., for a list of two alternatives, “or” means either of those alternatives or both alternatives); (c) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (d) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as

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amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim in the main body of the Agreement.

[REDACTED]

18.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

18.8 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter, including any request for proposal or proposal made in connection with this Agreement or its subject matter.

18.9 Assignment. [REDACTED]

18.10 No Third-Party Beneficiaries. Except as expressly set forth in Section 2.6, herein, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

18.11 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set

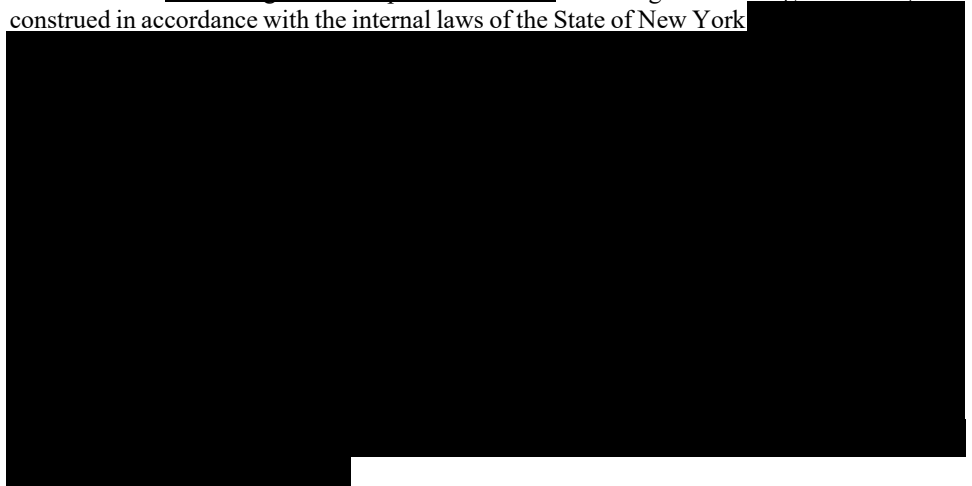
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forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18.12 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

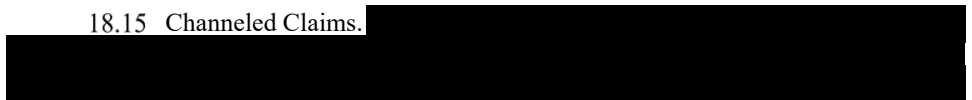
18.13 Governing Law; Dispute Resolution. This Agreement is governed by and construed in accordance with the internal laws of the State of New York



18.14 Equitable Remedies.



18.15 Channeled Claims.



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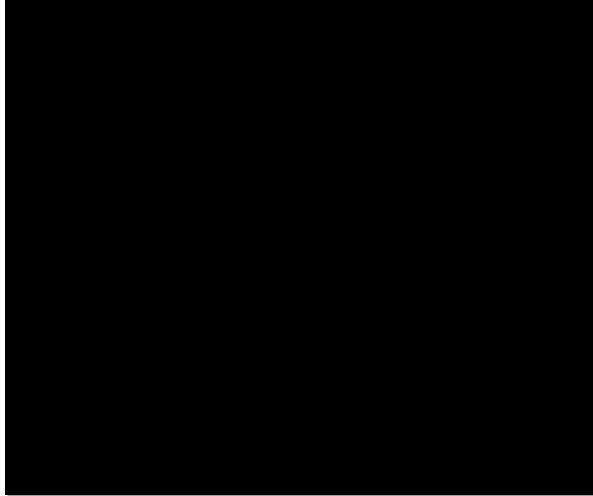
18.16 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.



Signature Page to [redacted] *Agreement*

REDACTED

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EXHIBIT A

[REDACTED] MODULE PLANS

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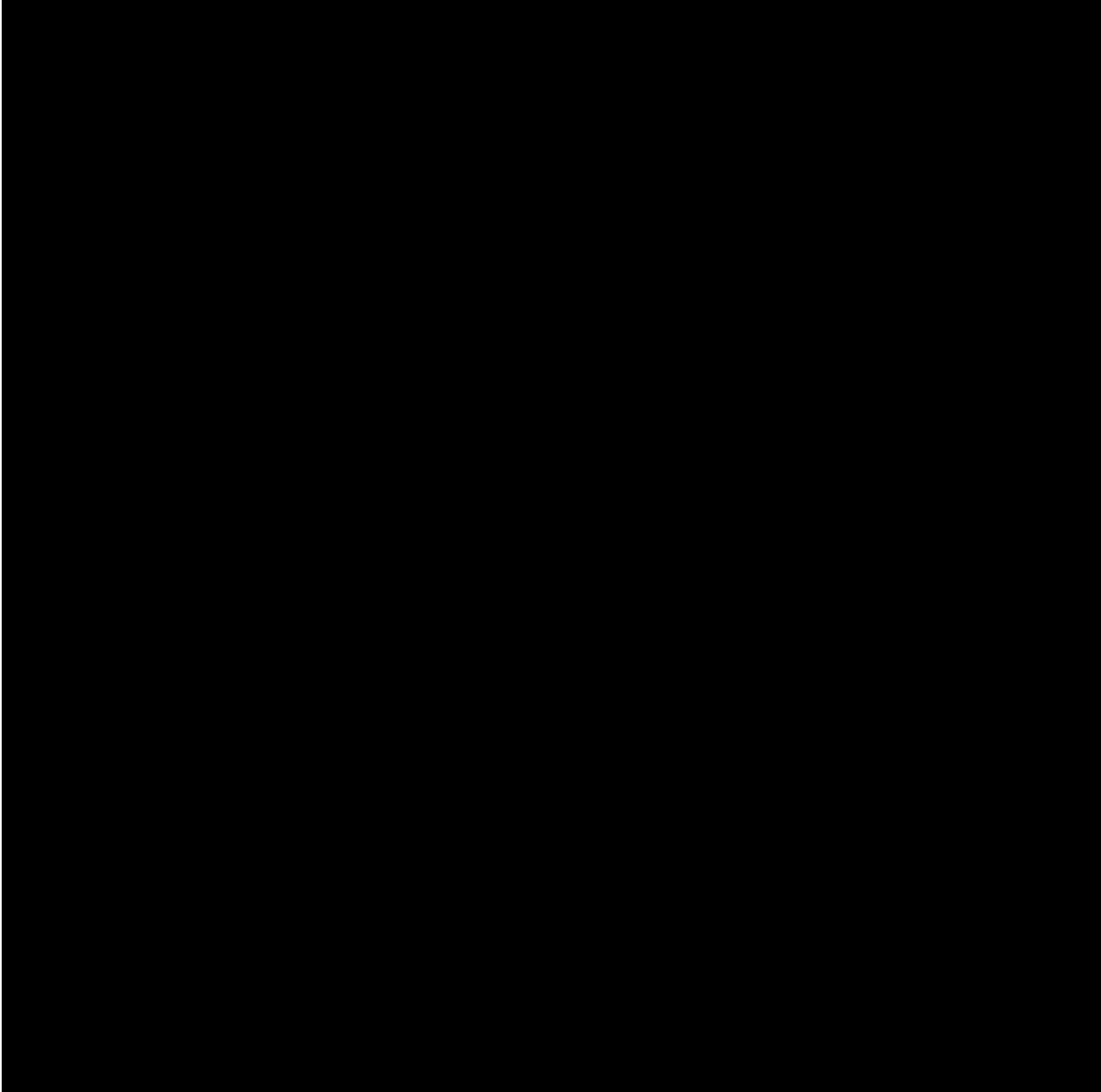


Exhibit A-1 - [REDACTED] Module Plan

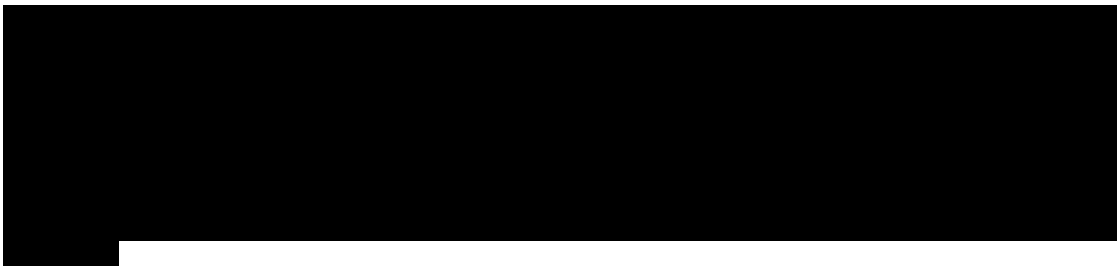


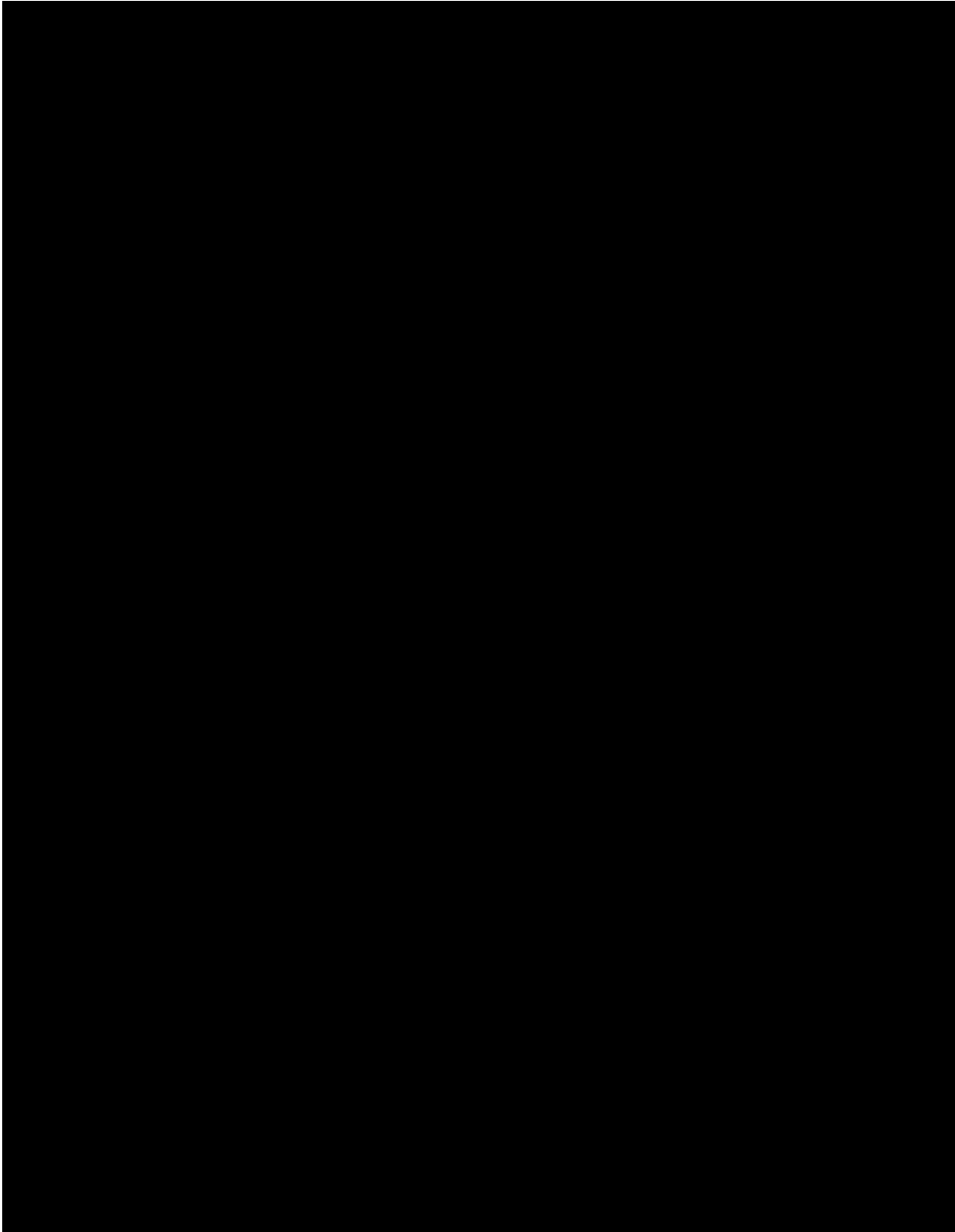
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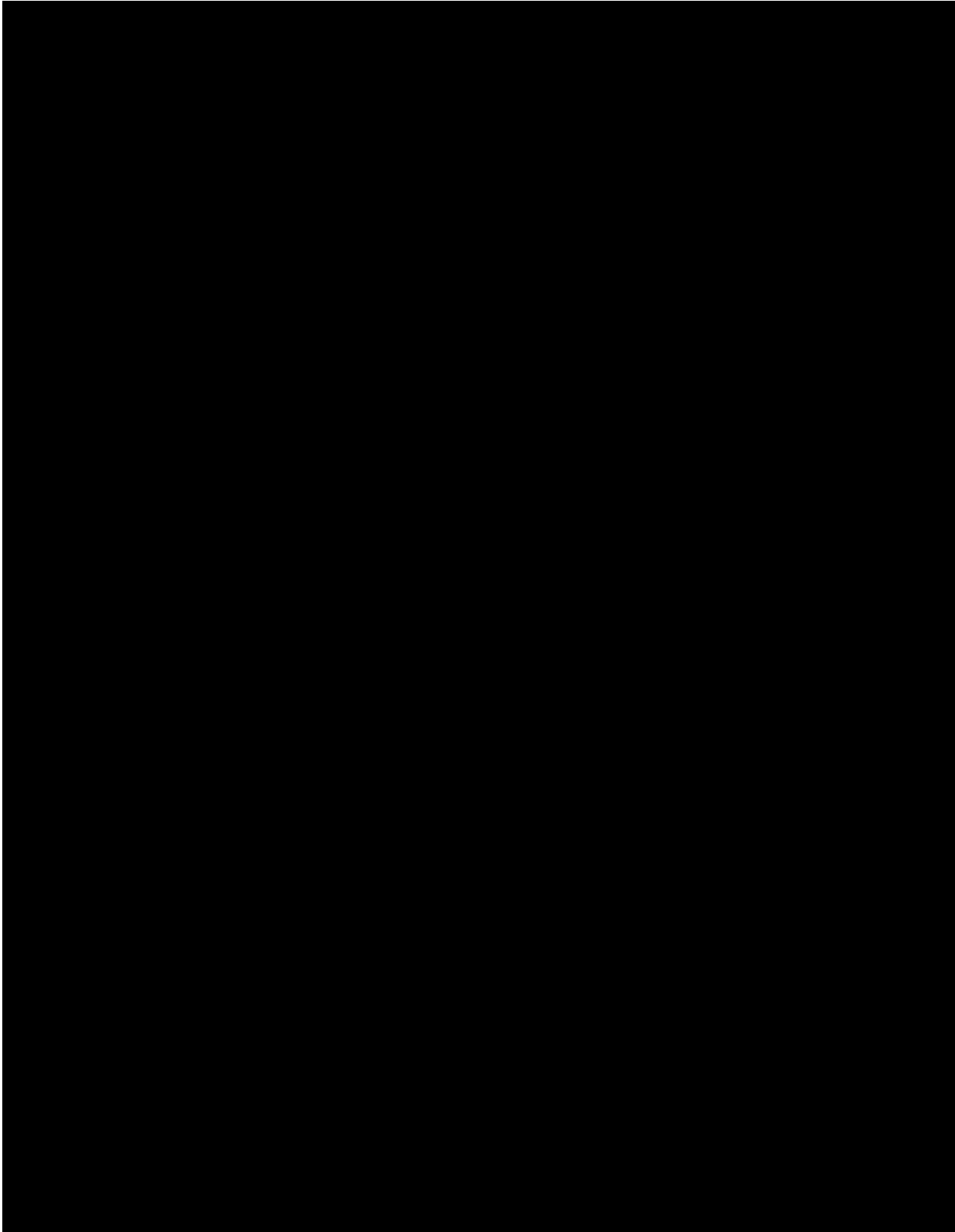
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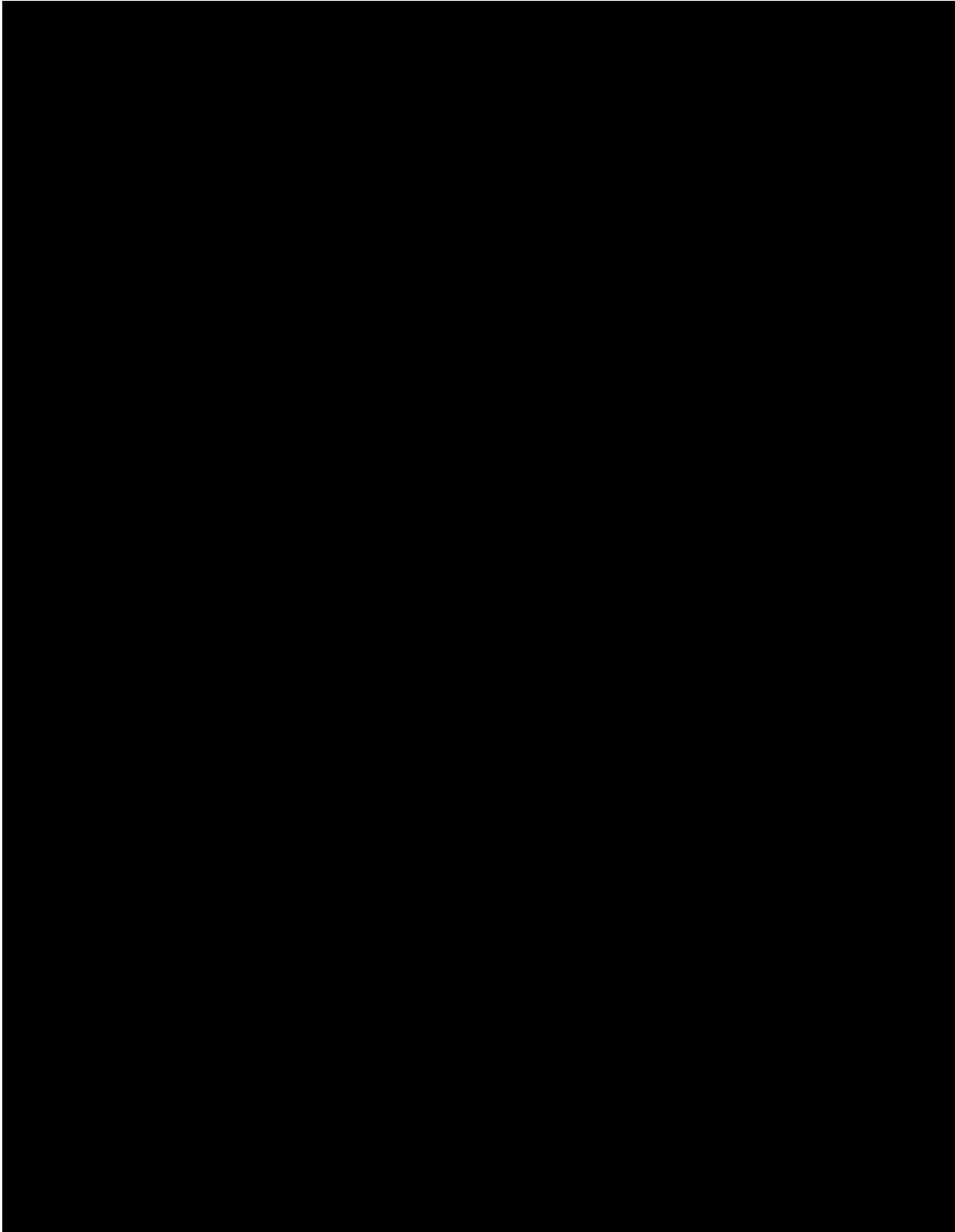
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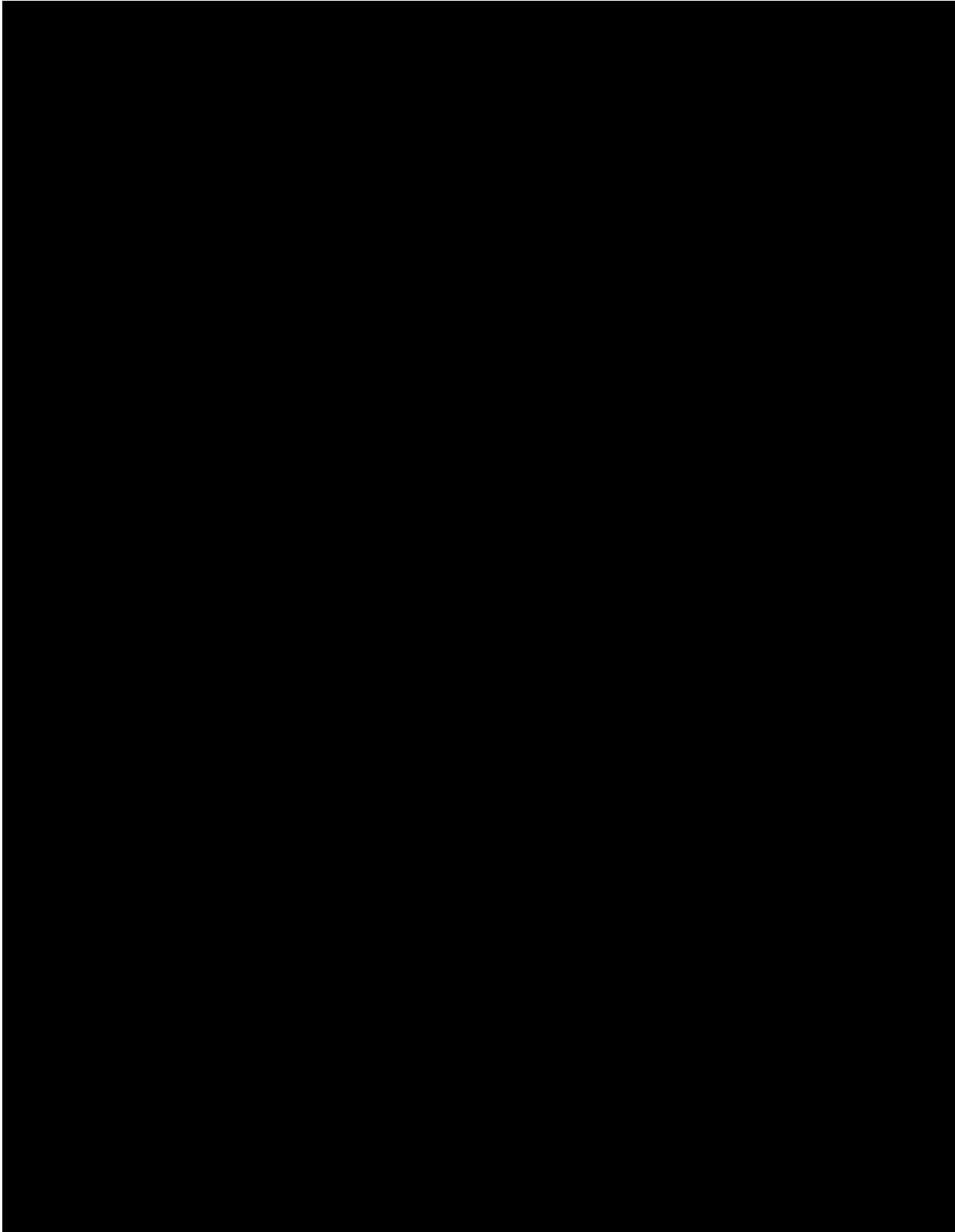
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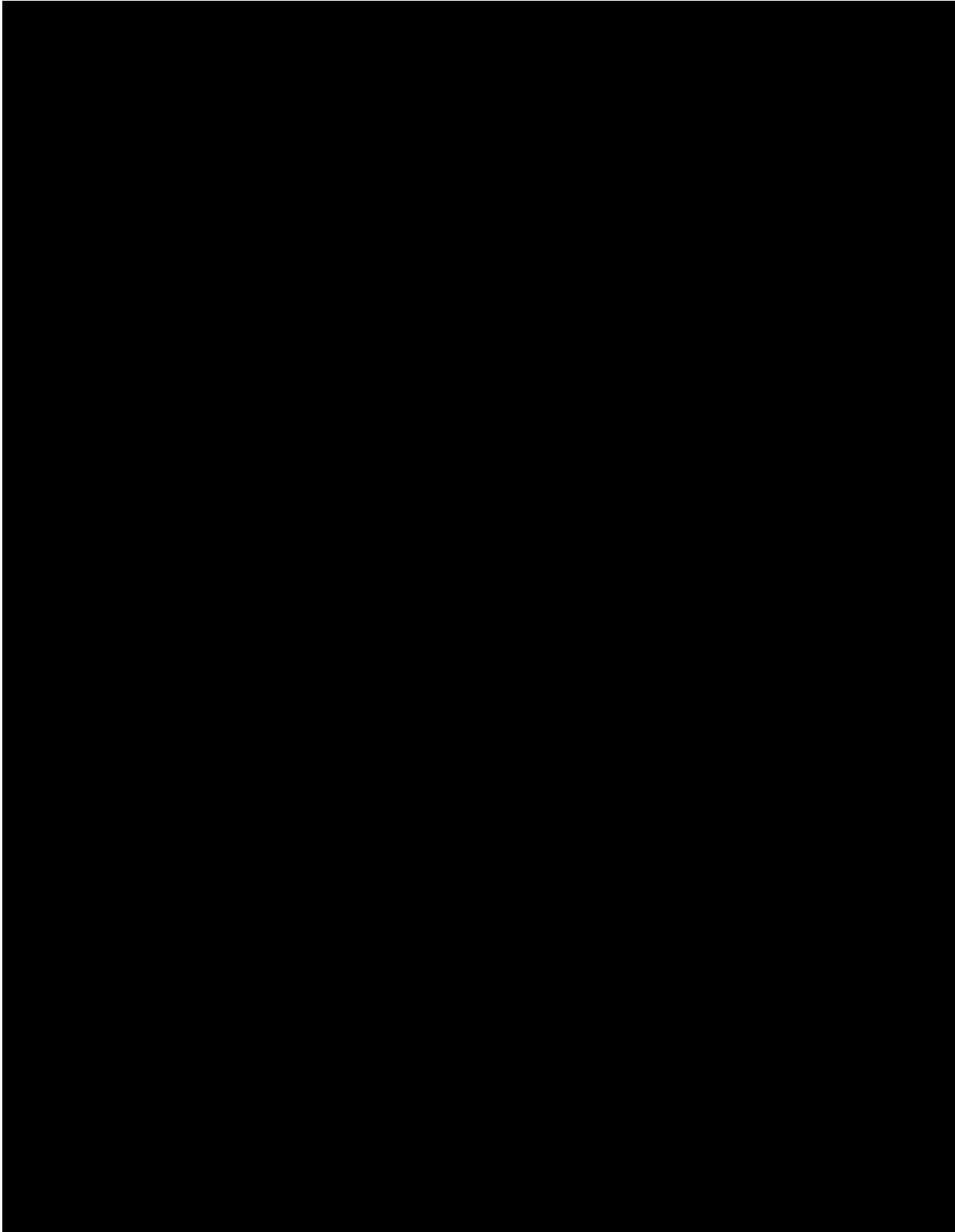
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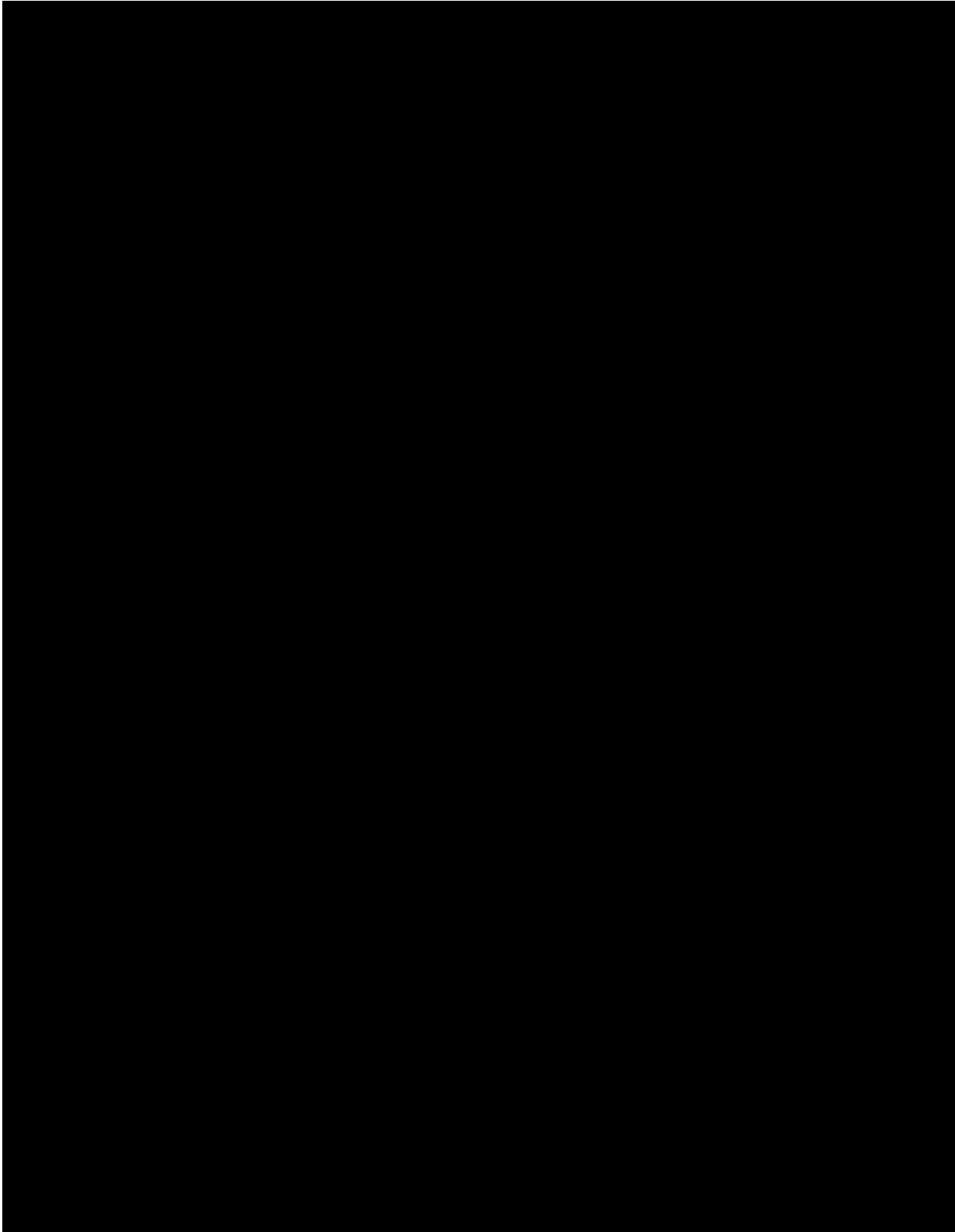
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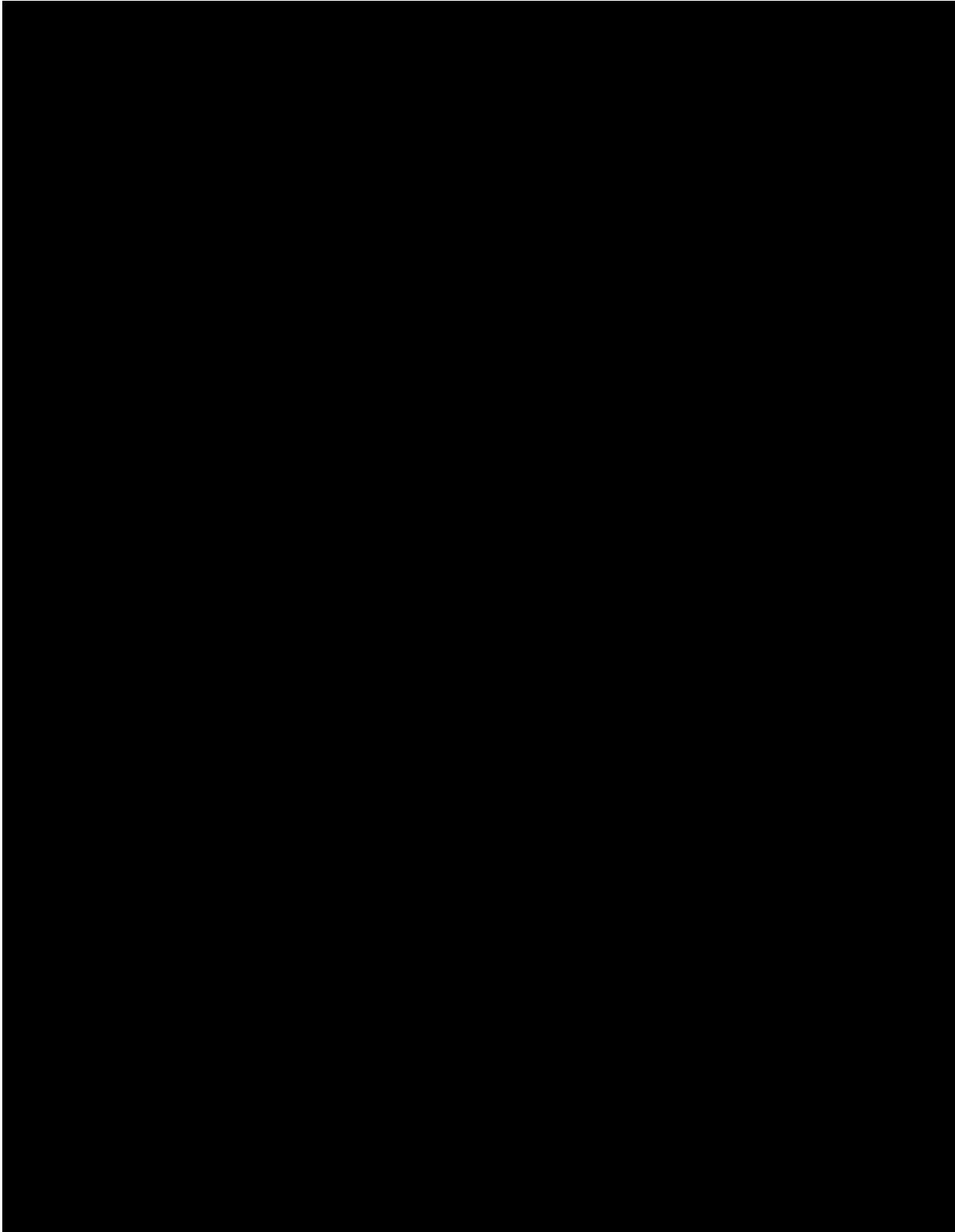
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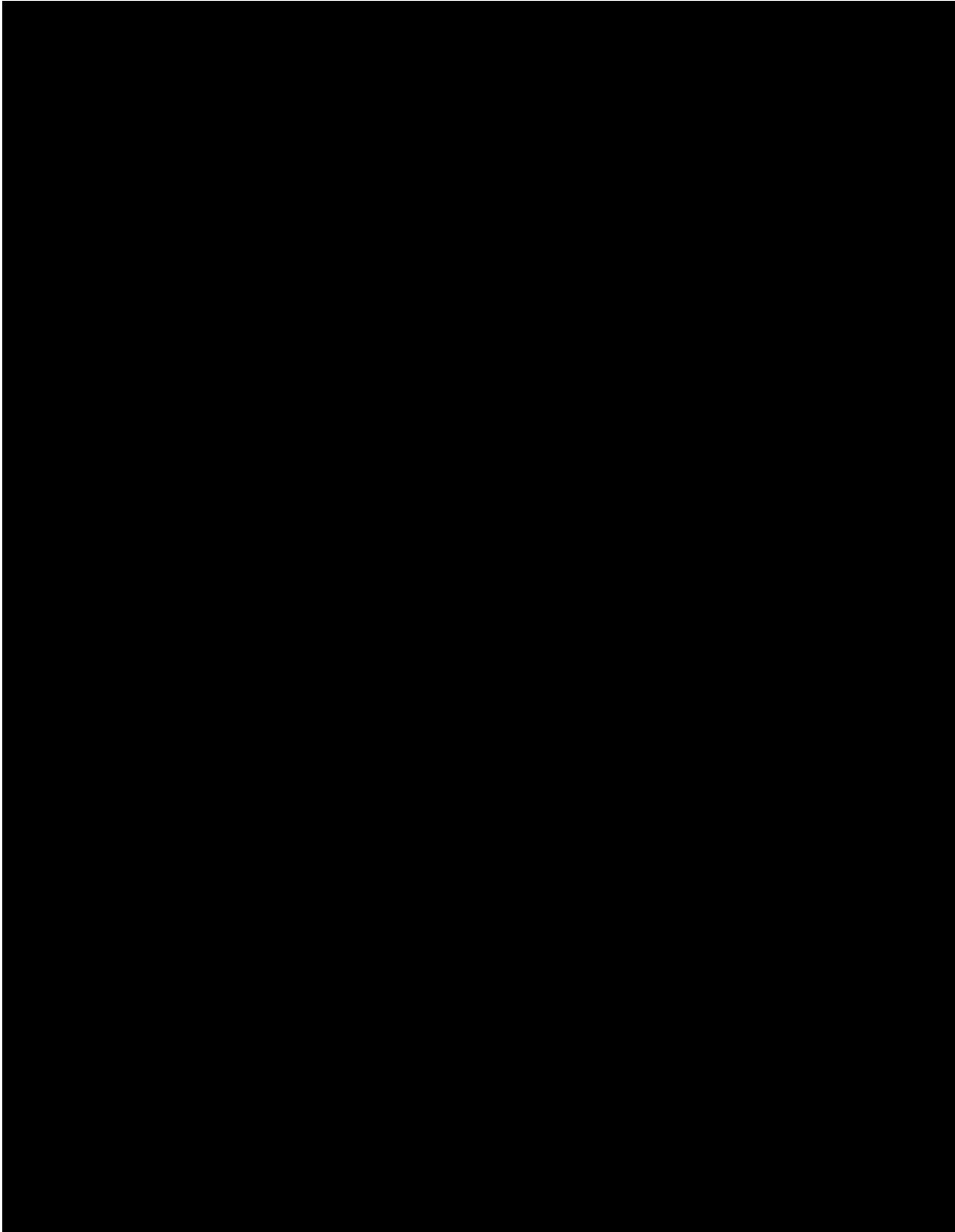
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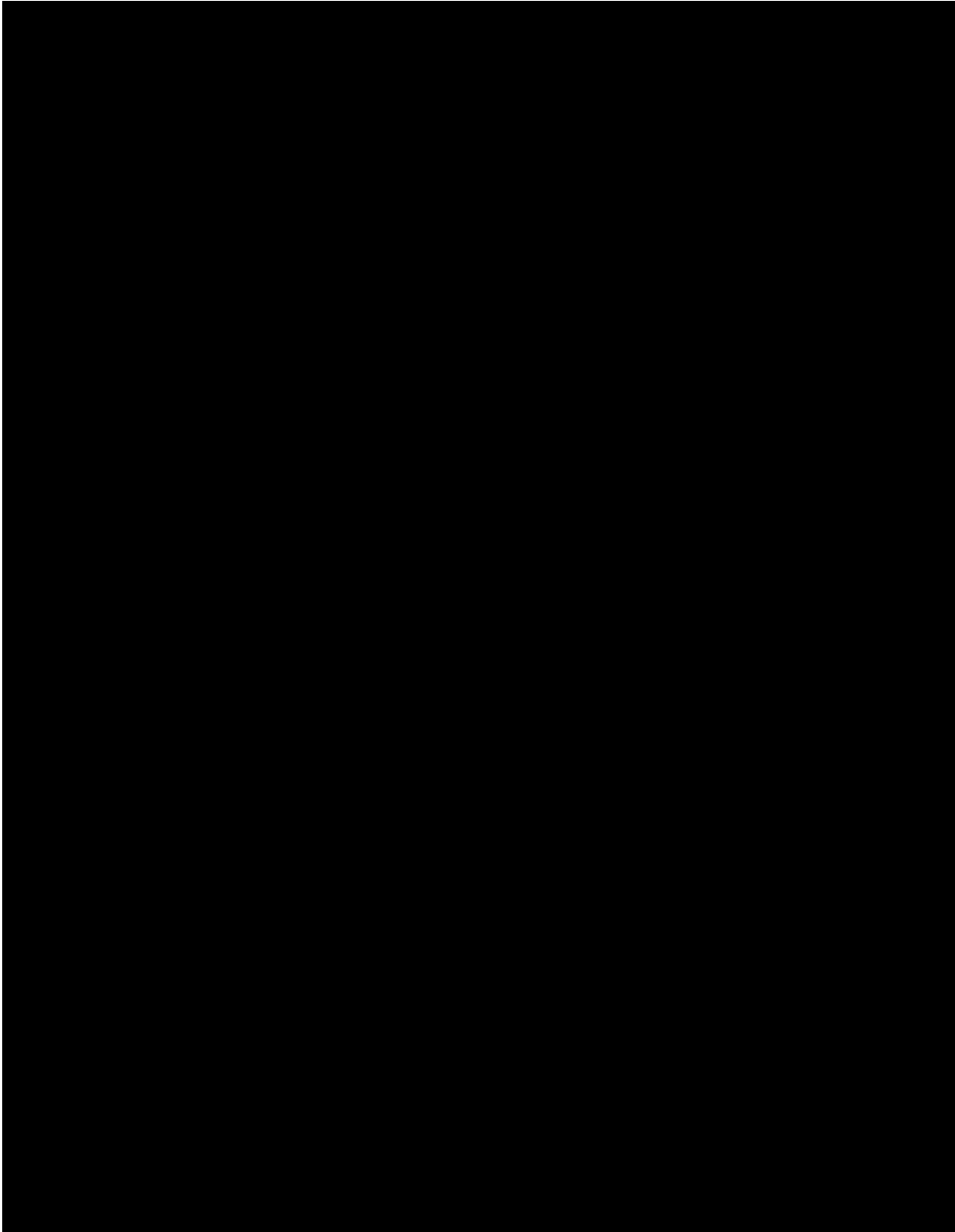
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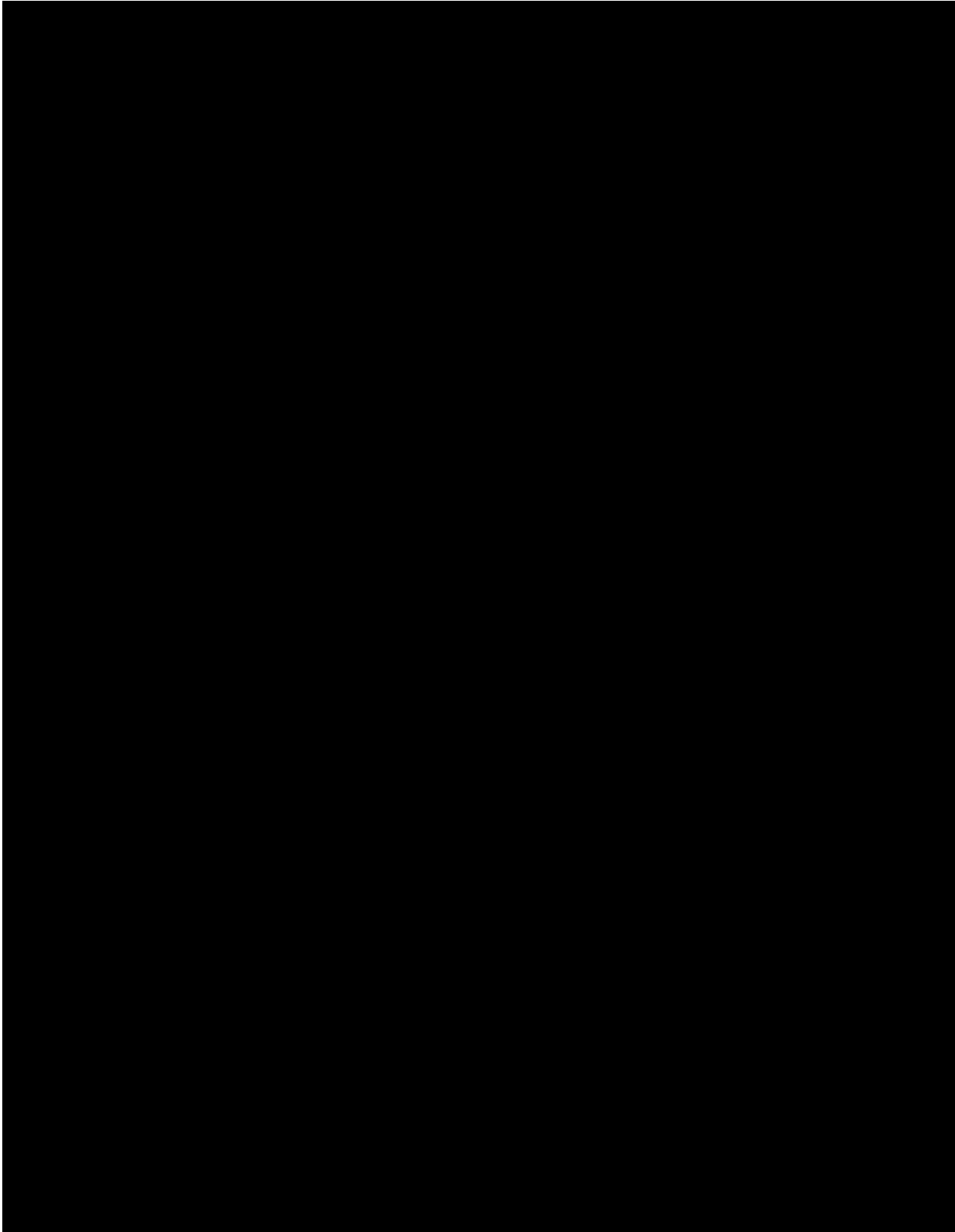
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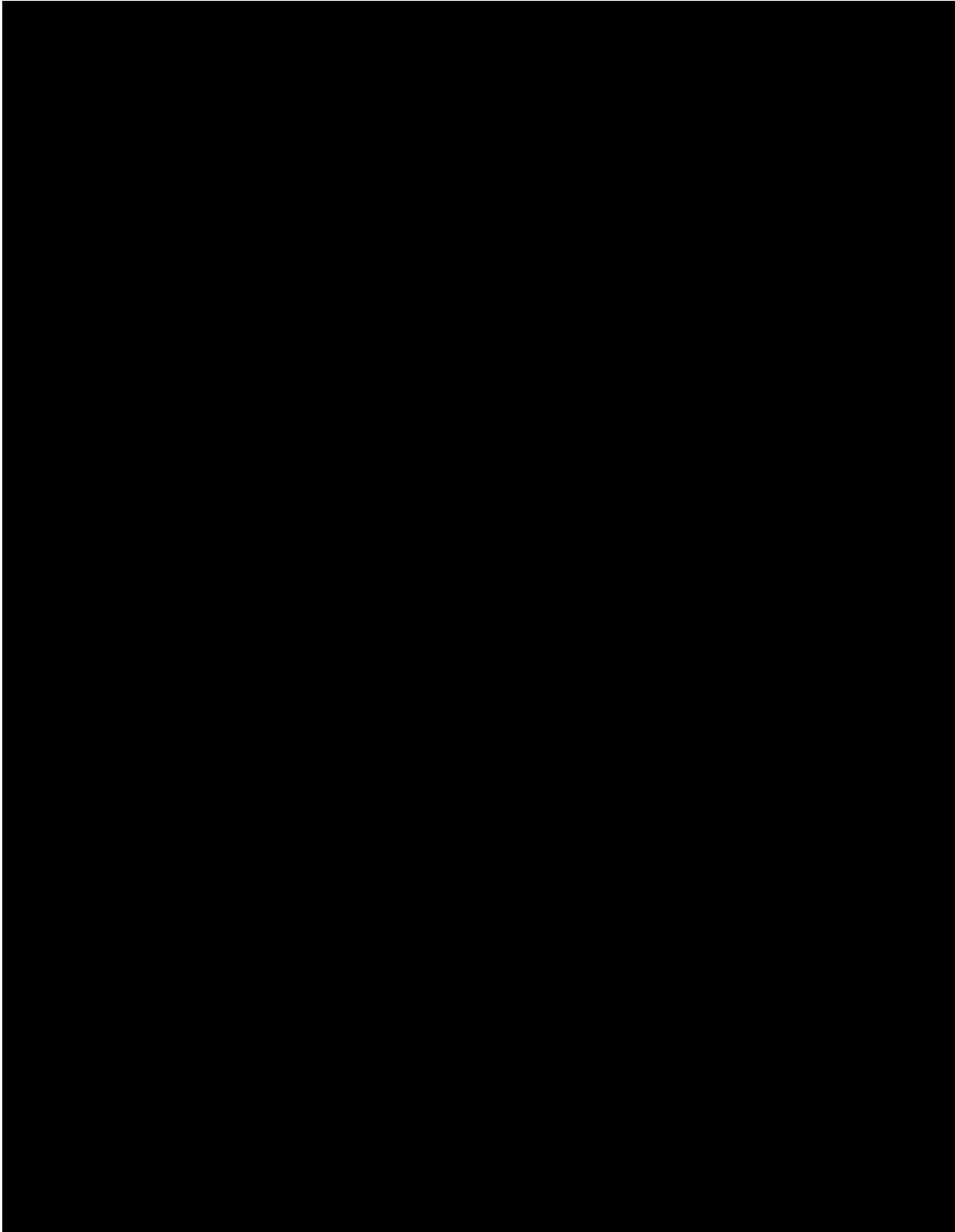
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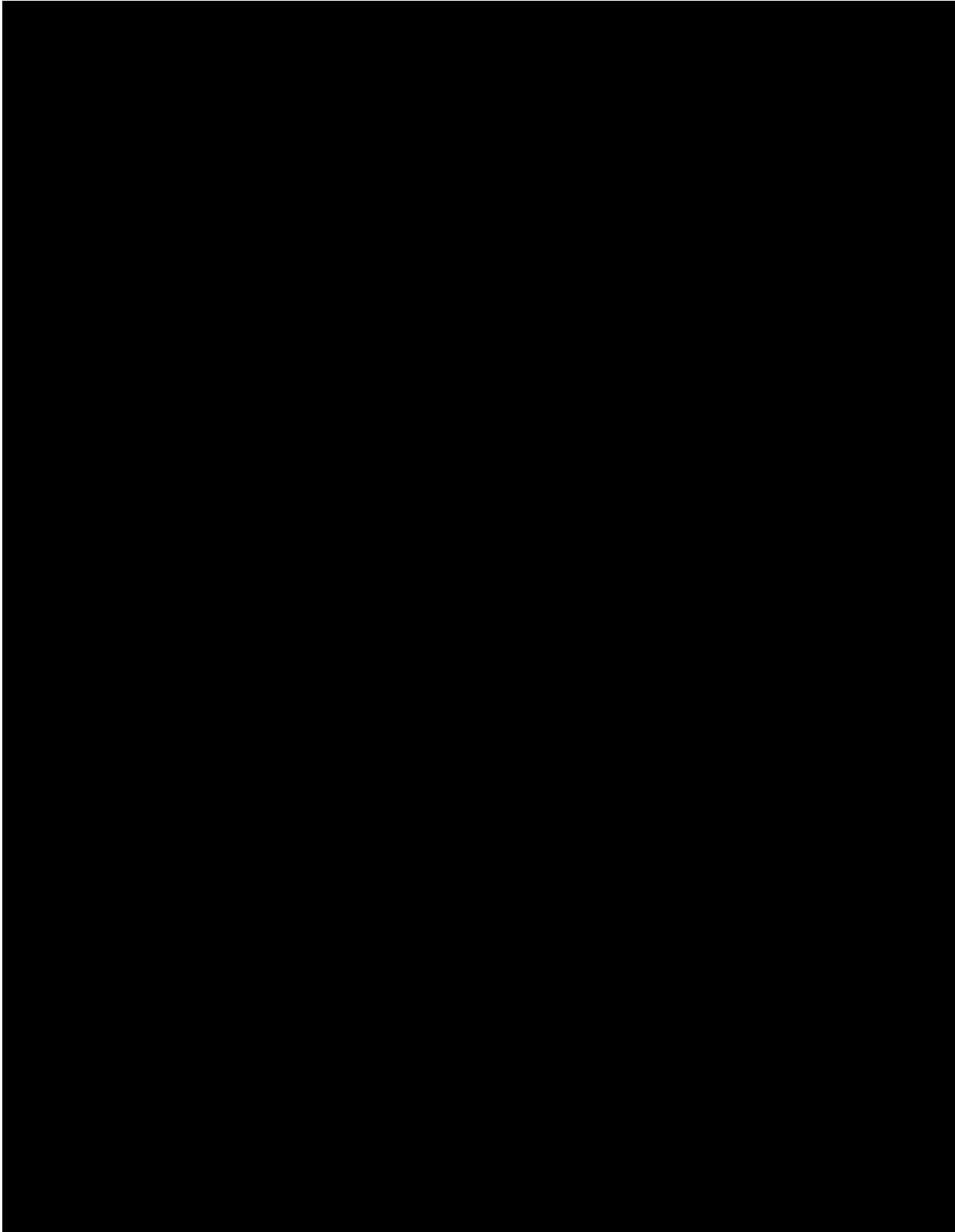
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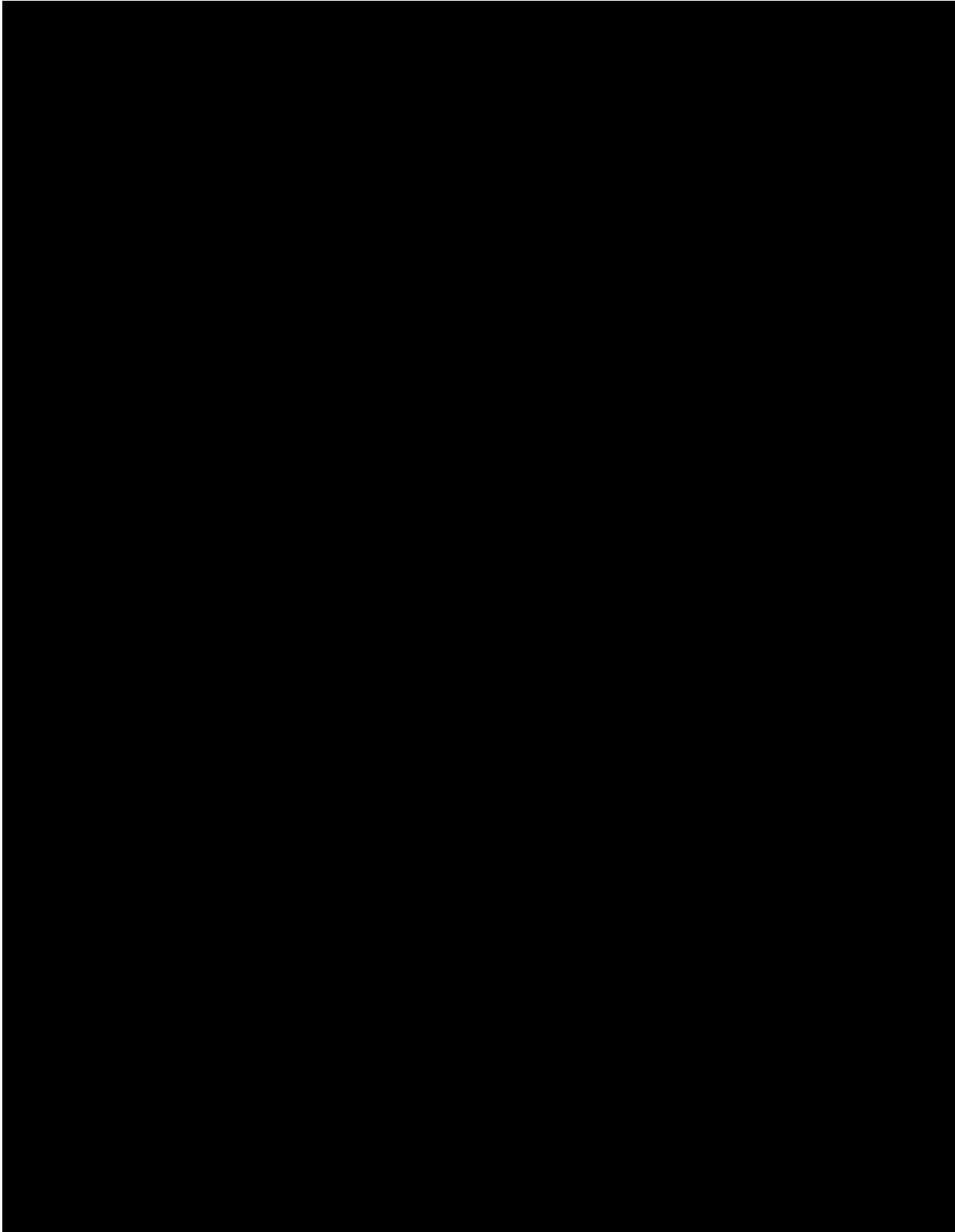
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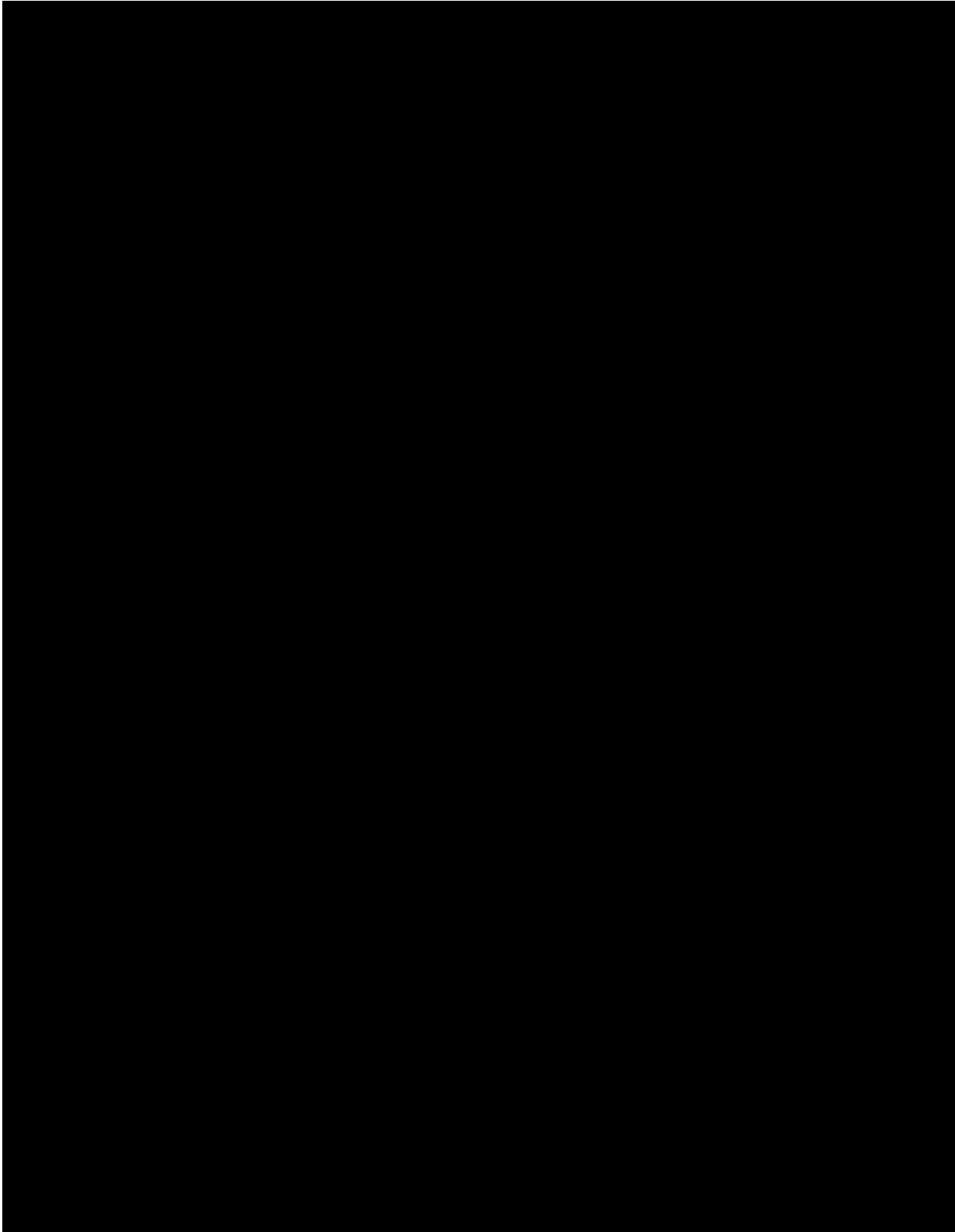
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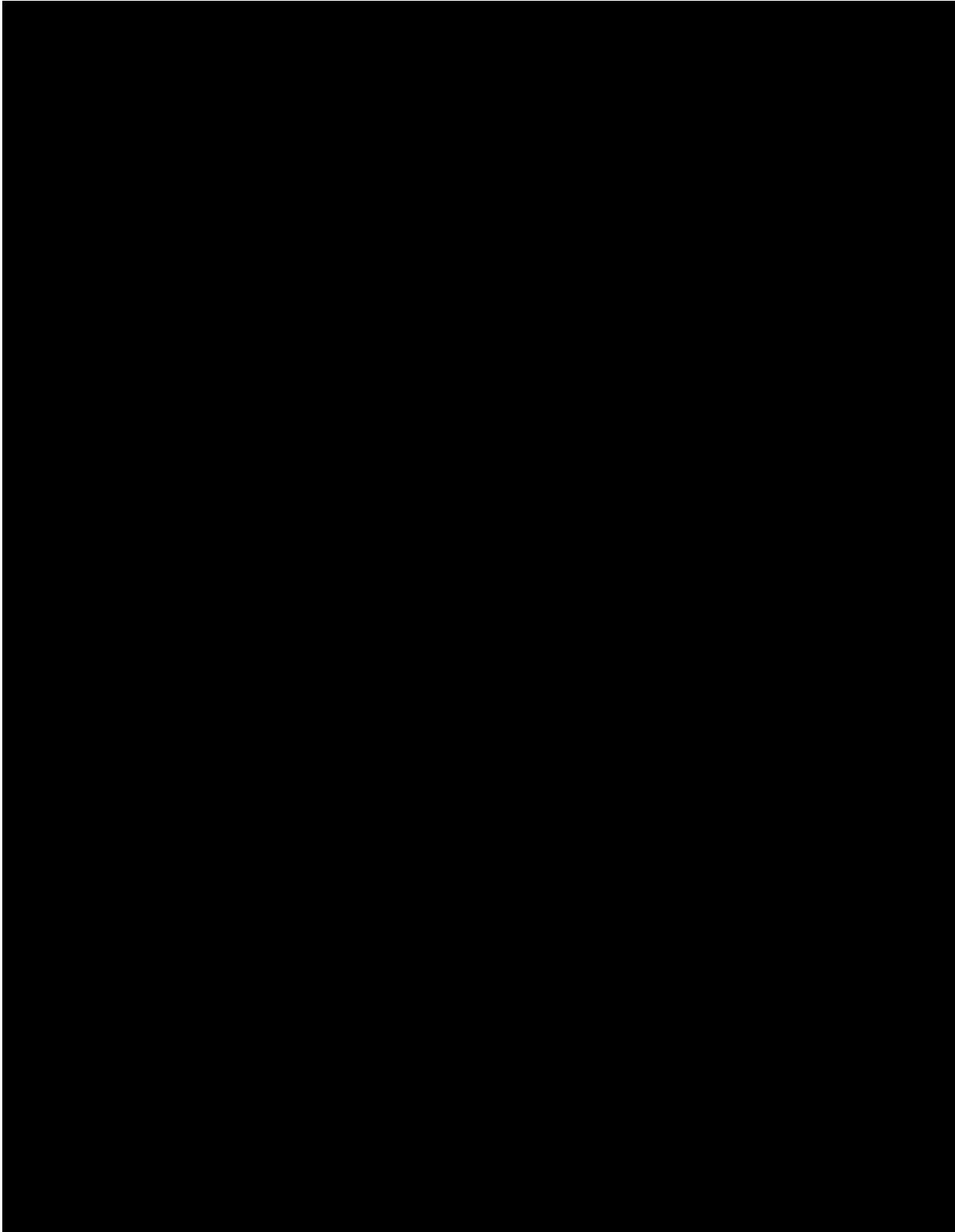
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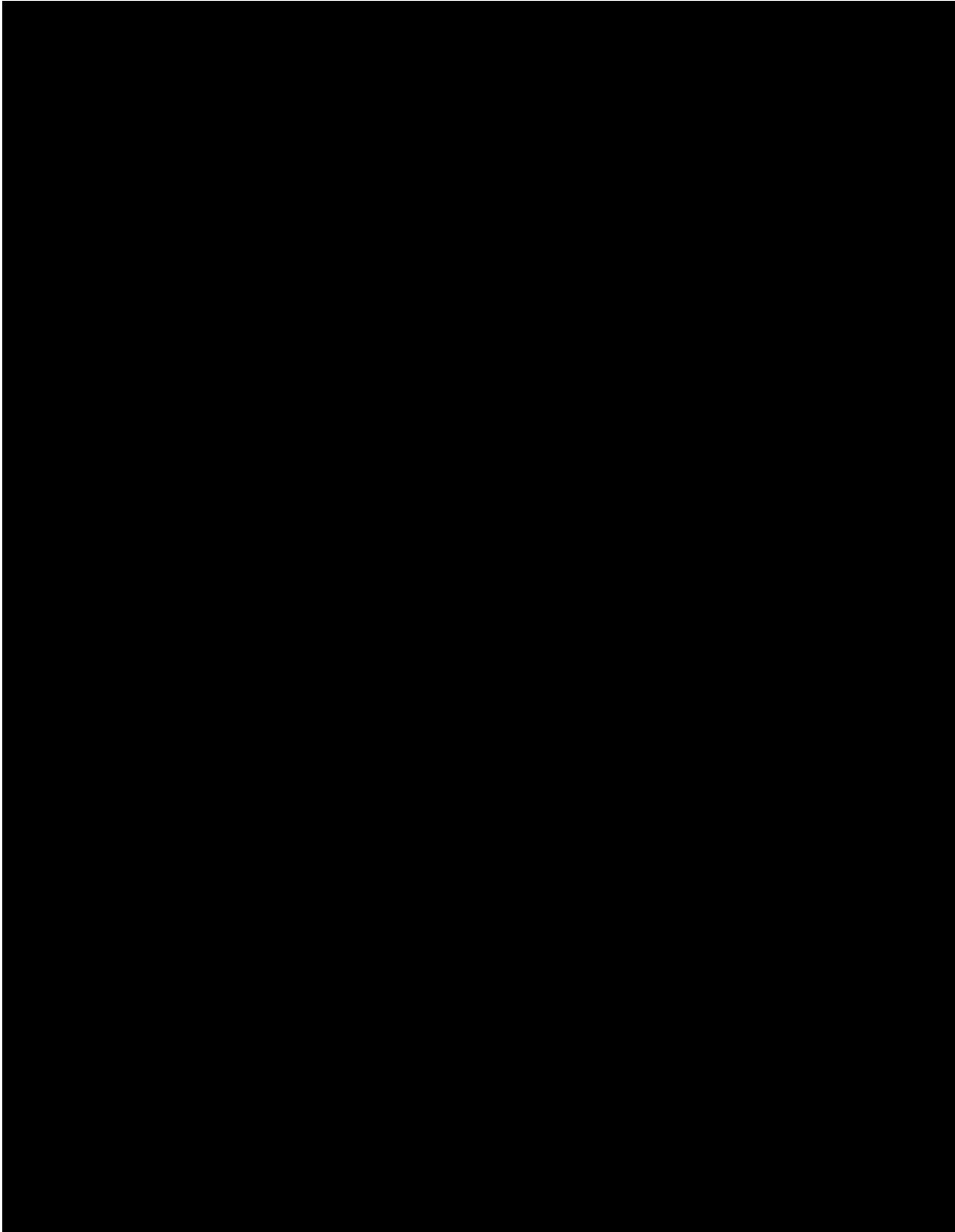
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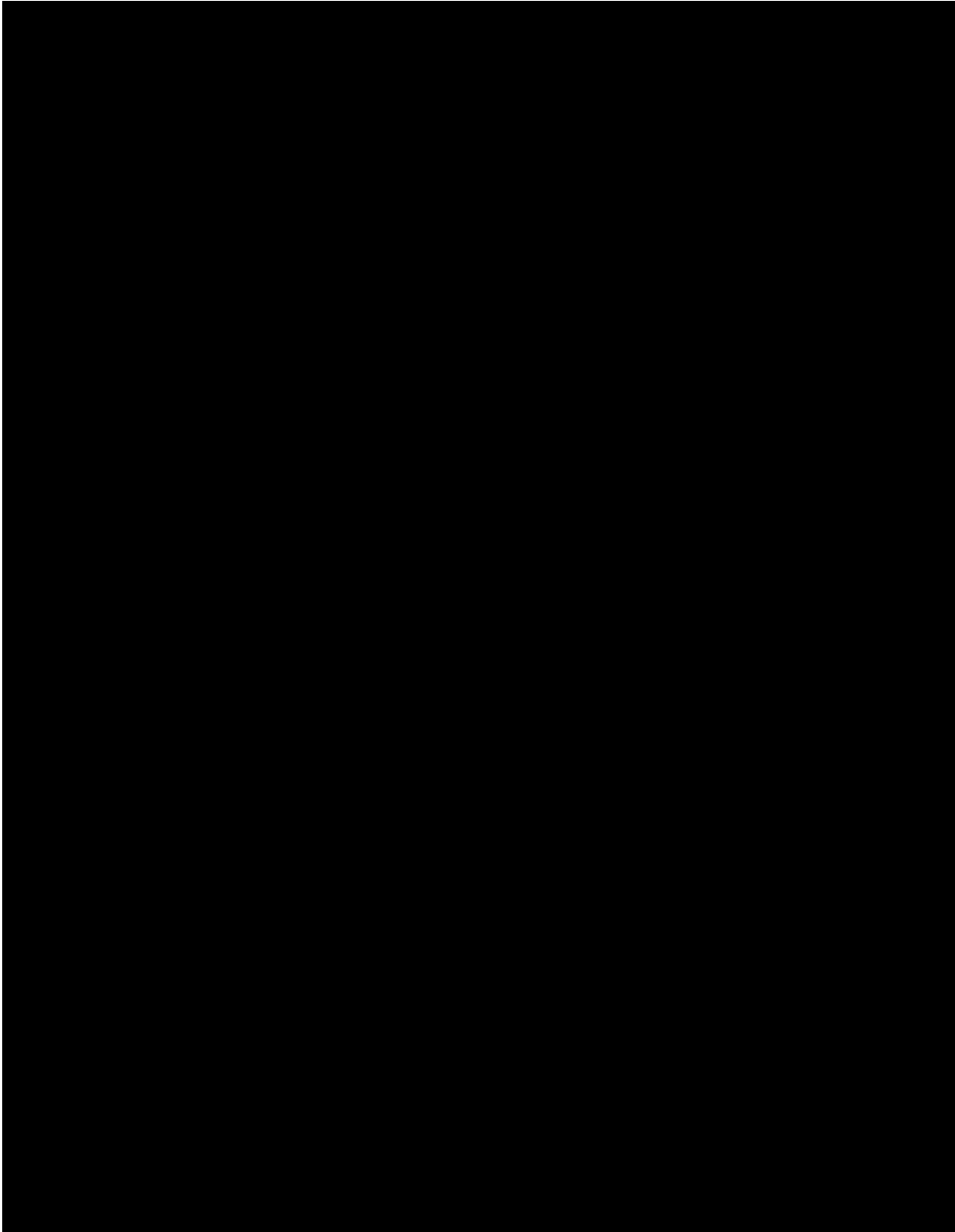
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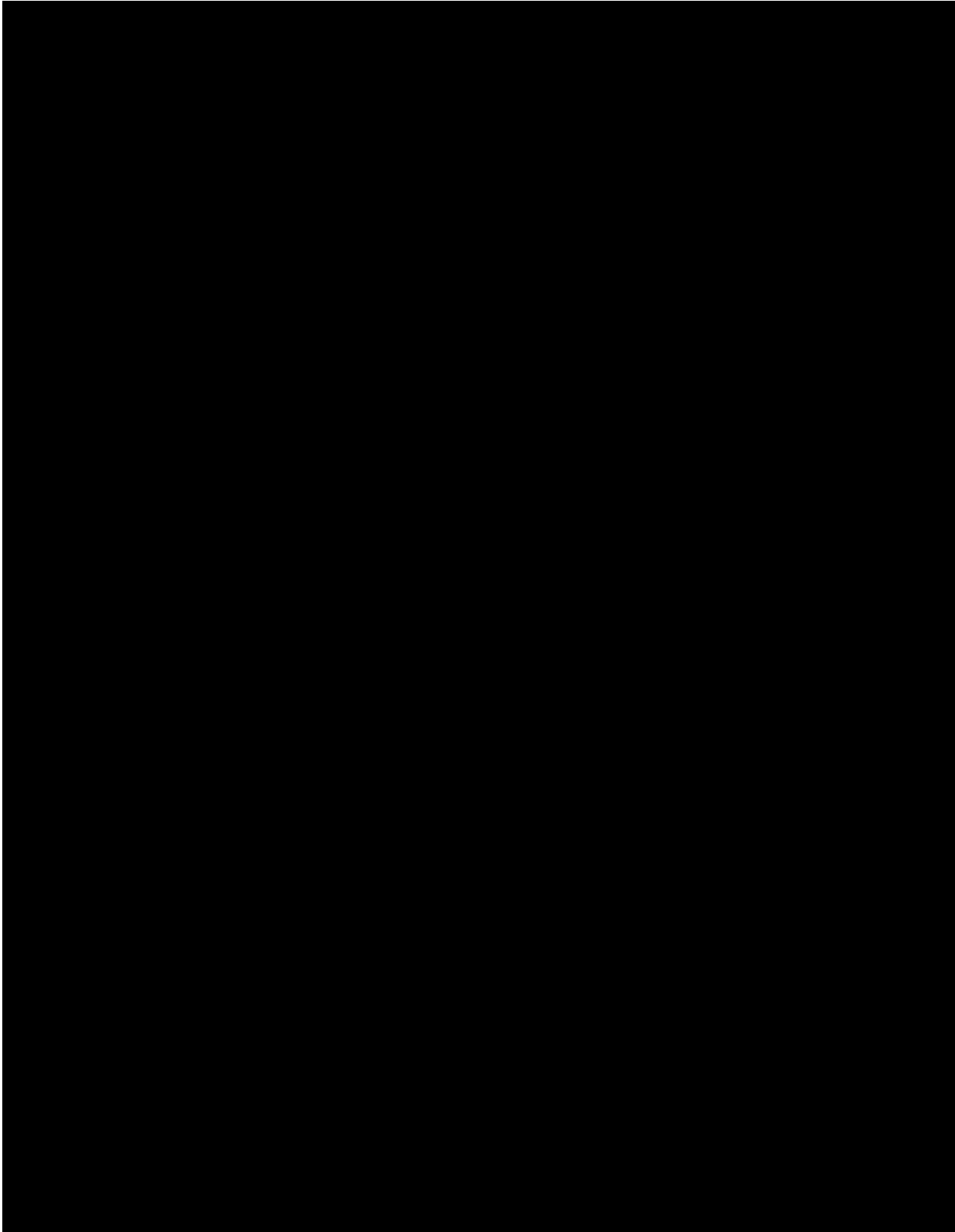
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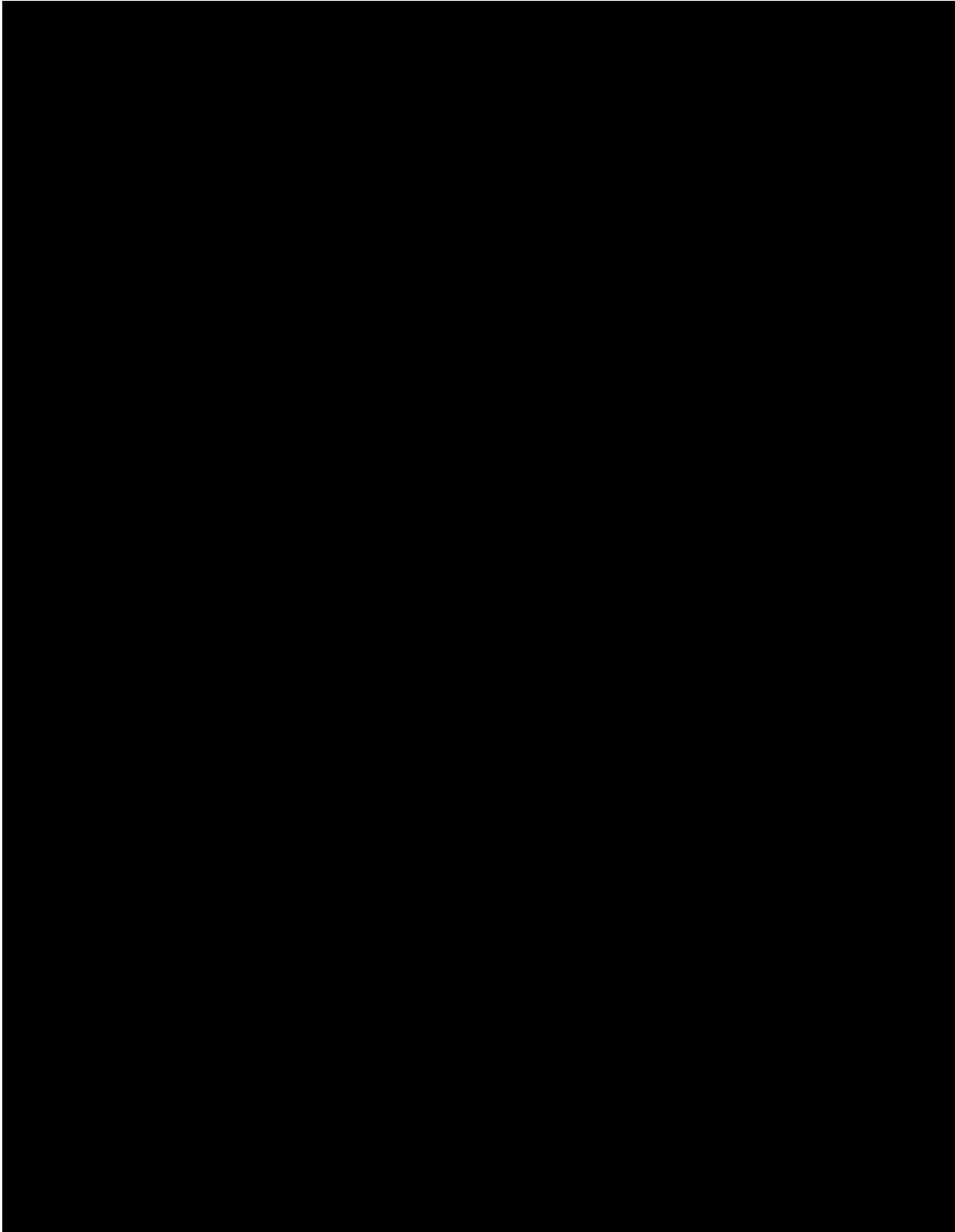
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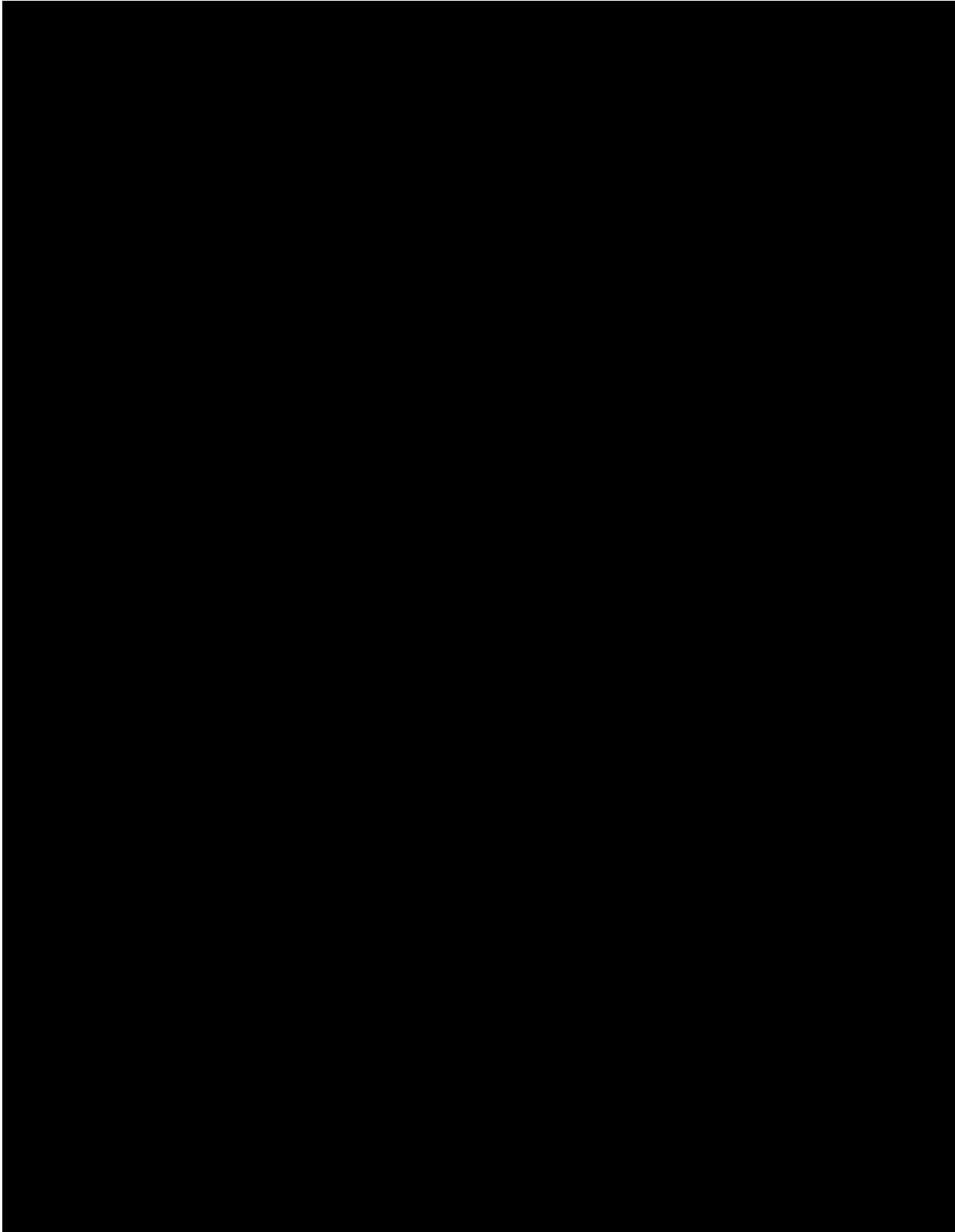
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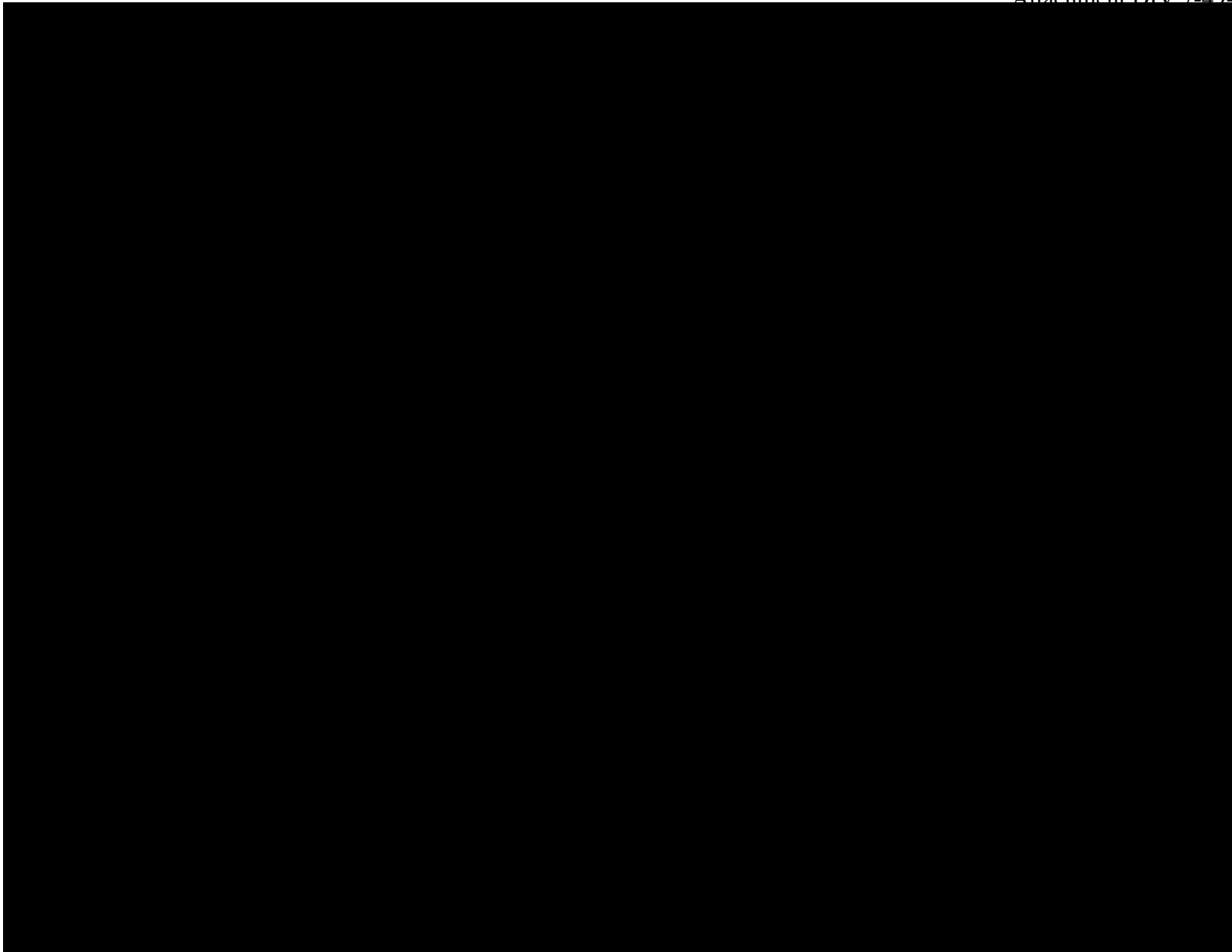
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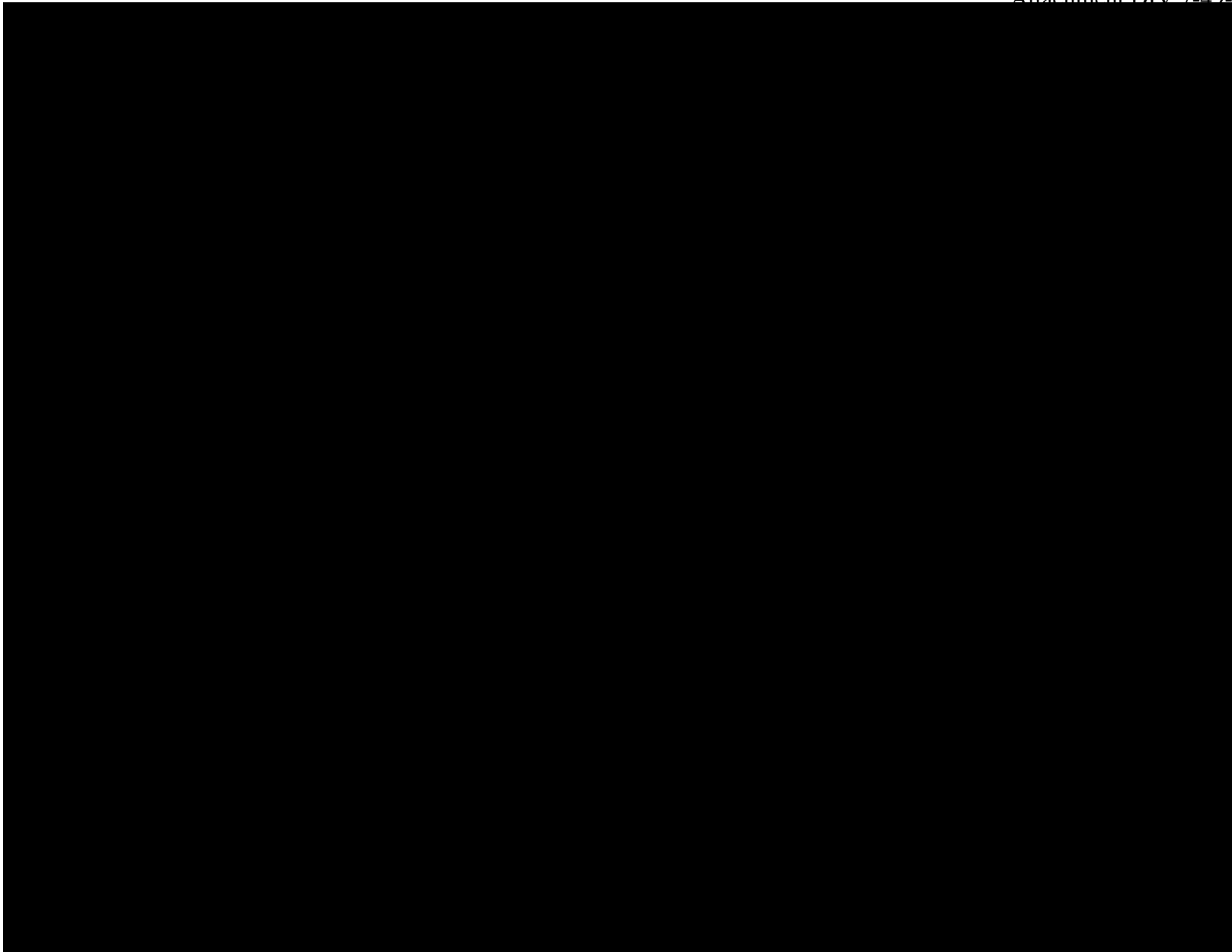
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Schedule 1 to Exhibit A-1

Statement of Work

SECTION 1: STATEMENT OF WORK DETAILS

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SECTION 2: STATEMENT OF WORK AUTHORIZATION

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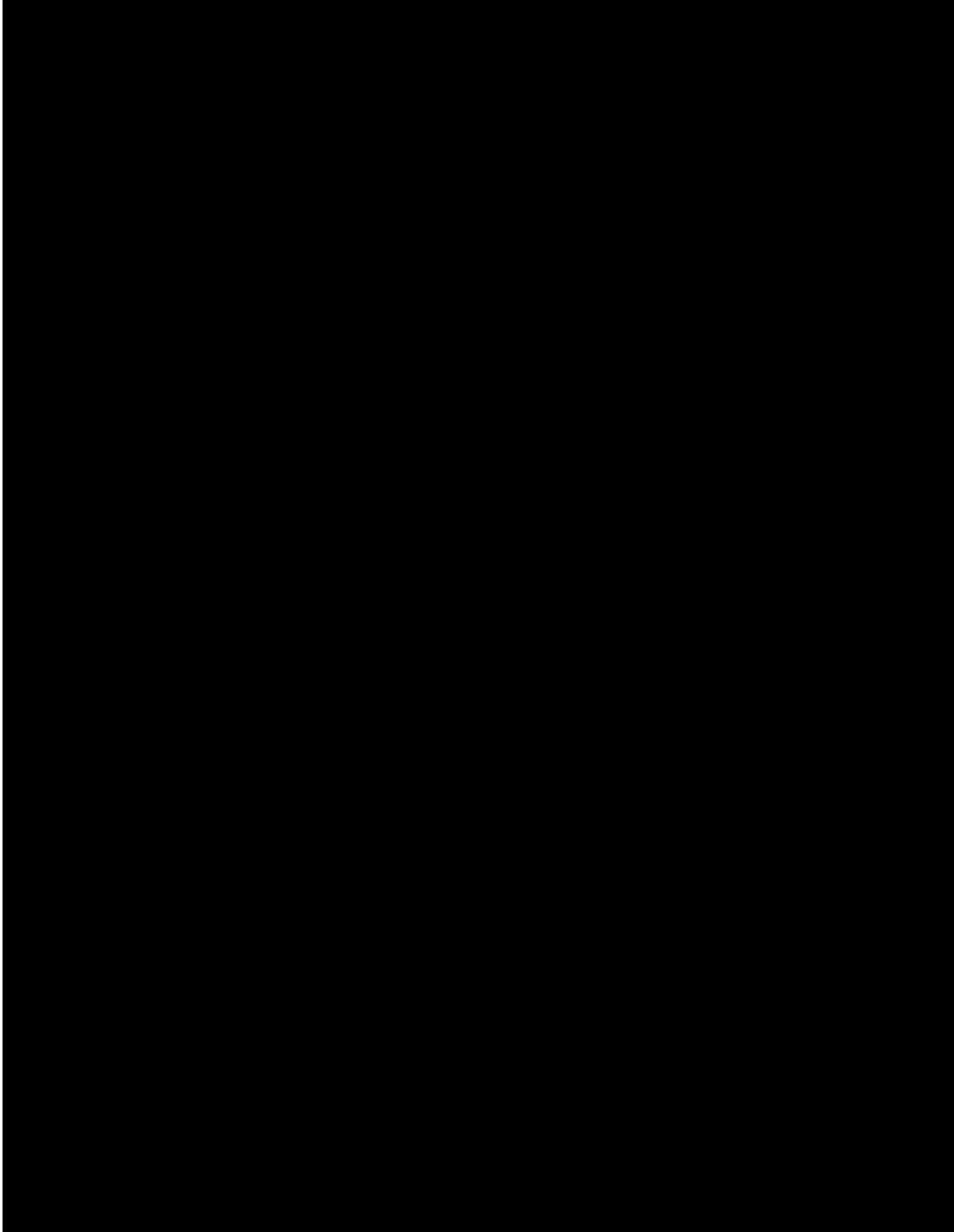
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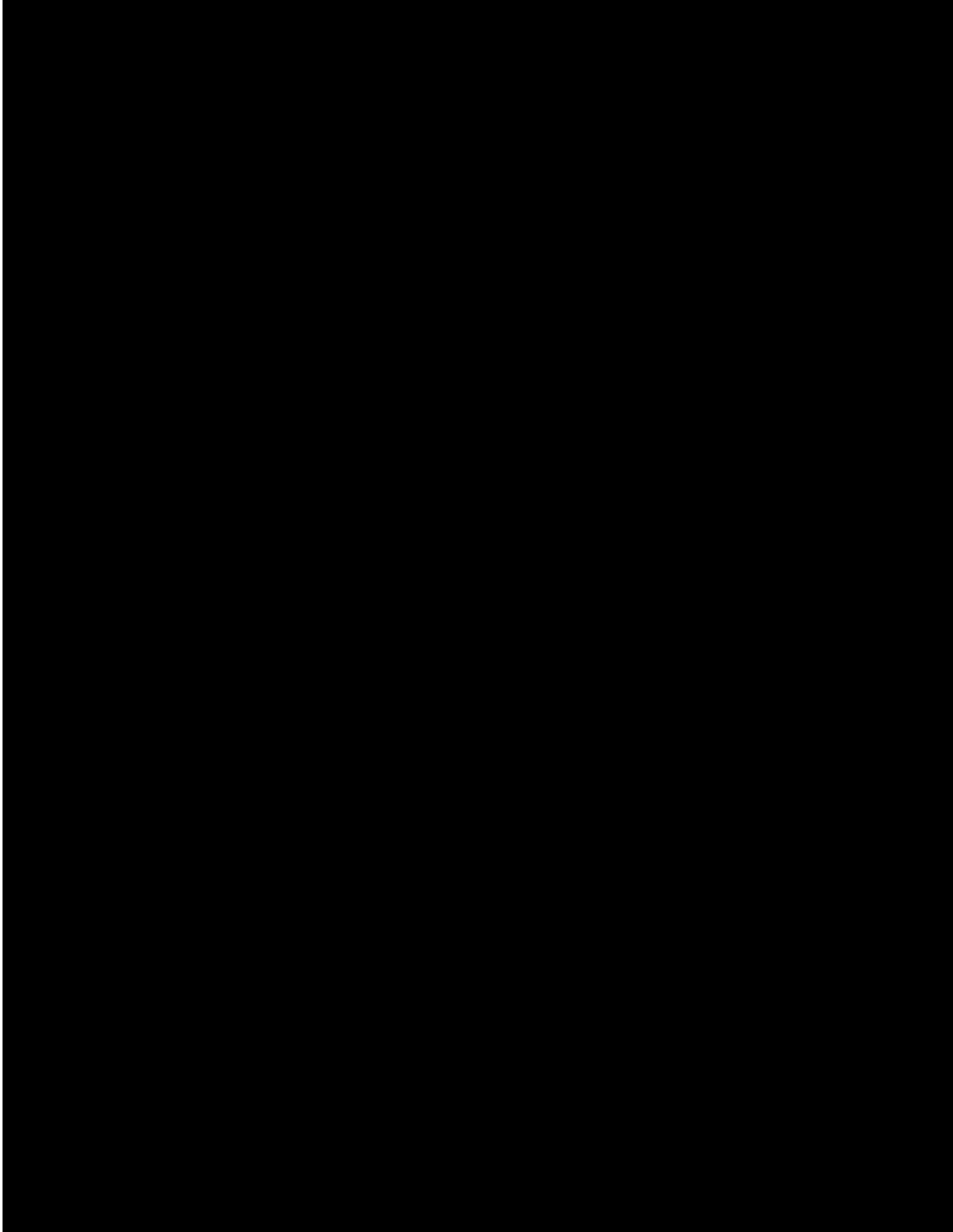
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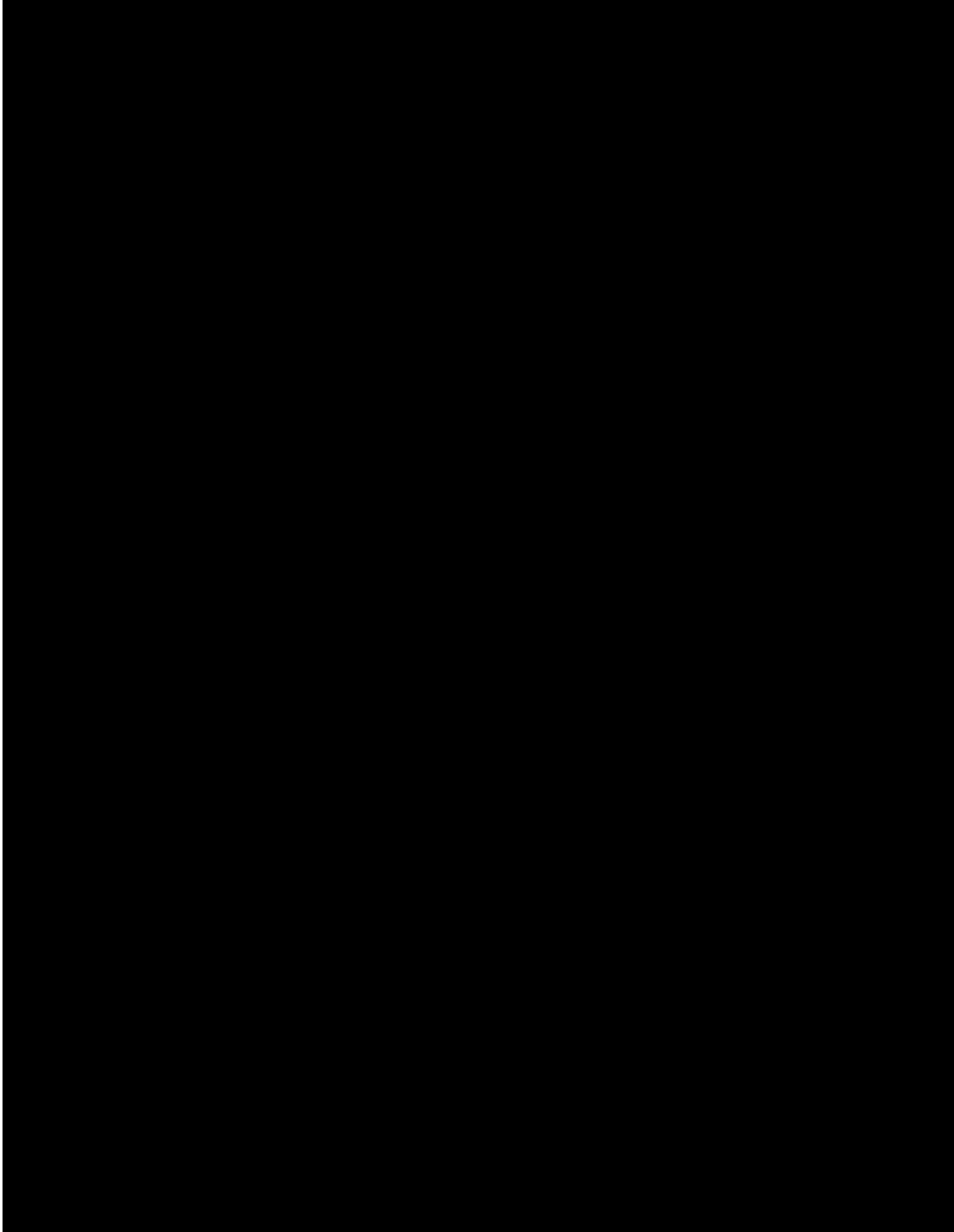
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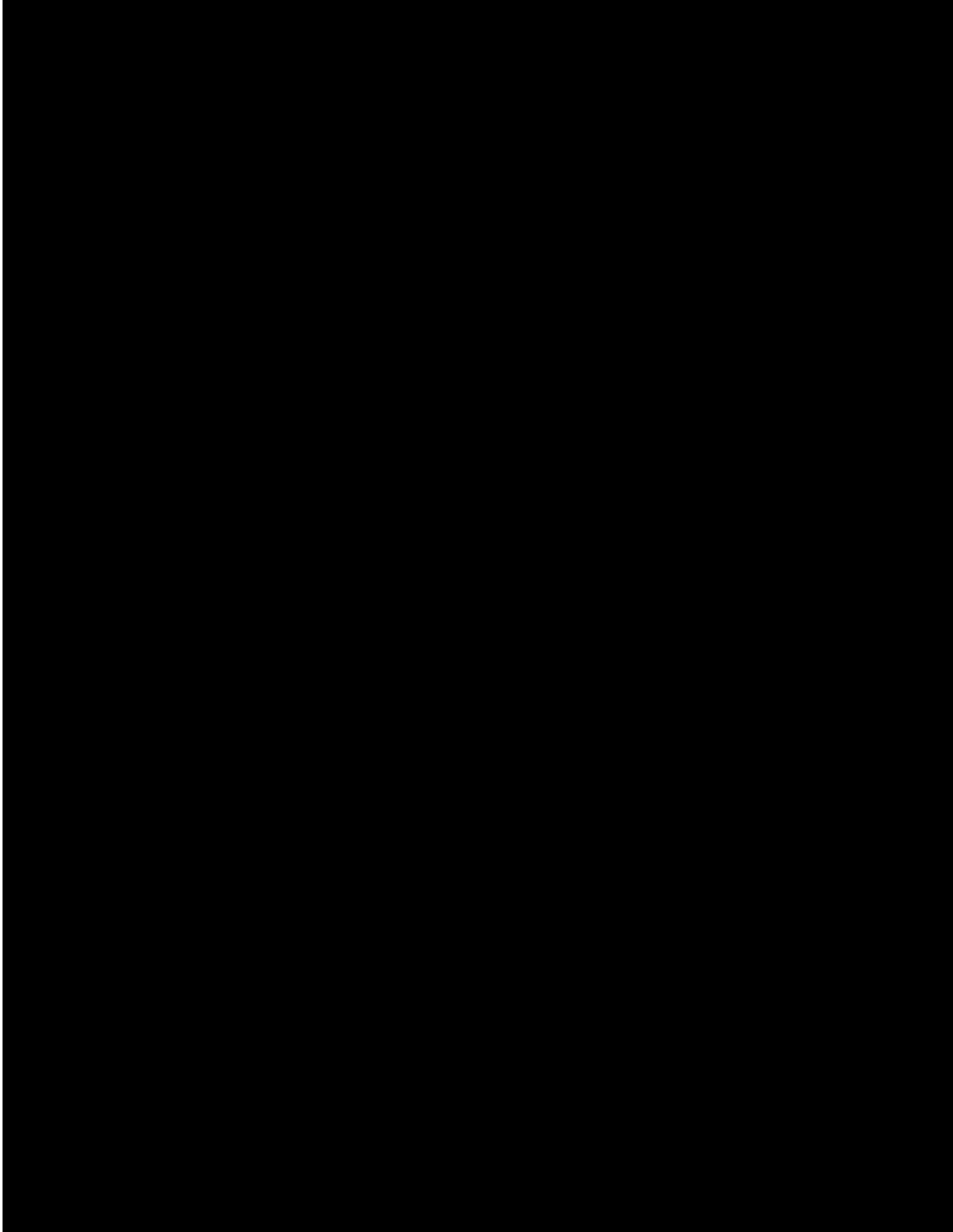
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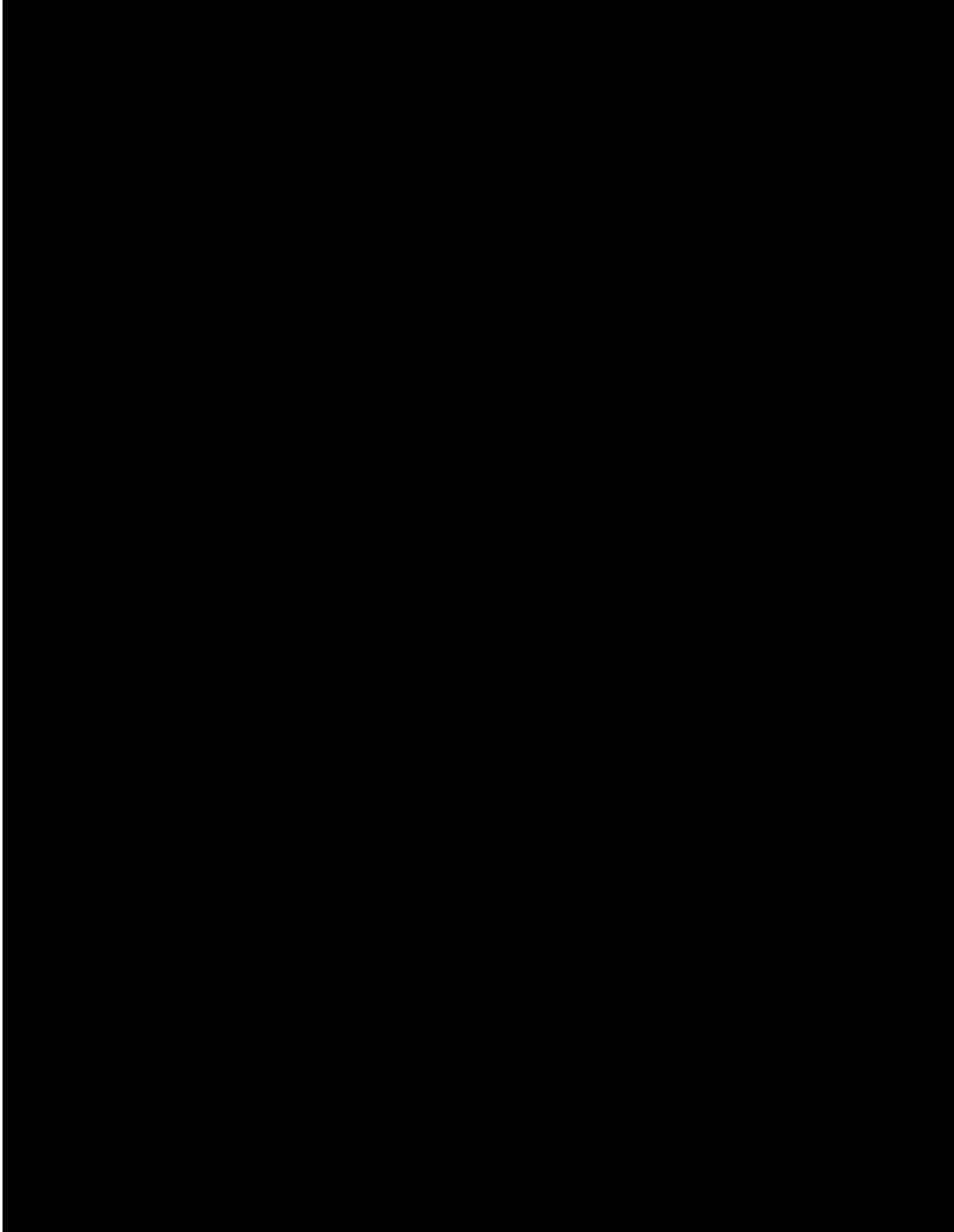
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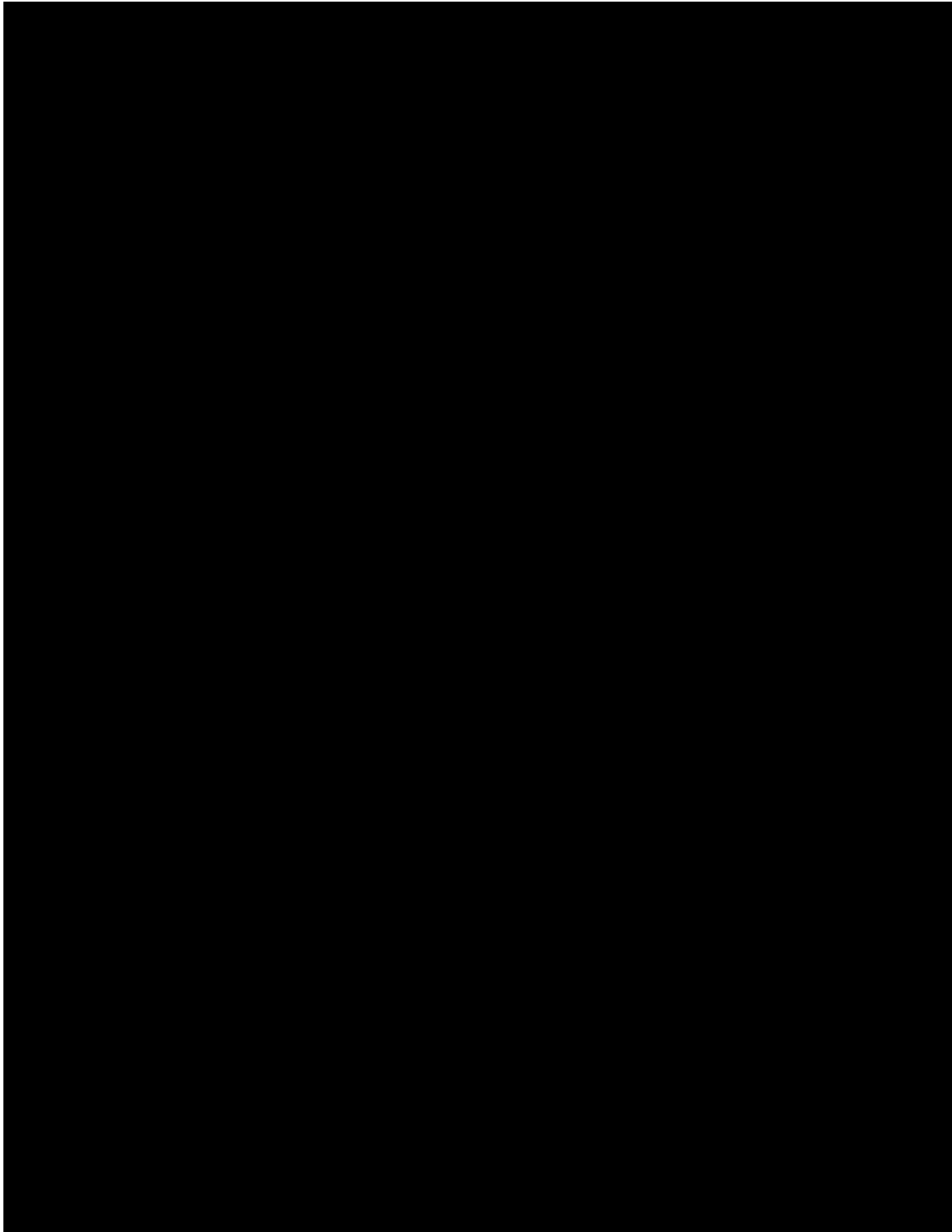
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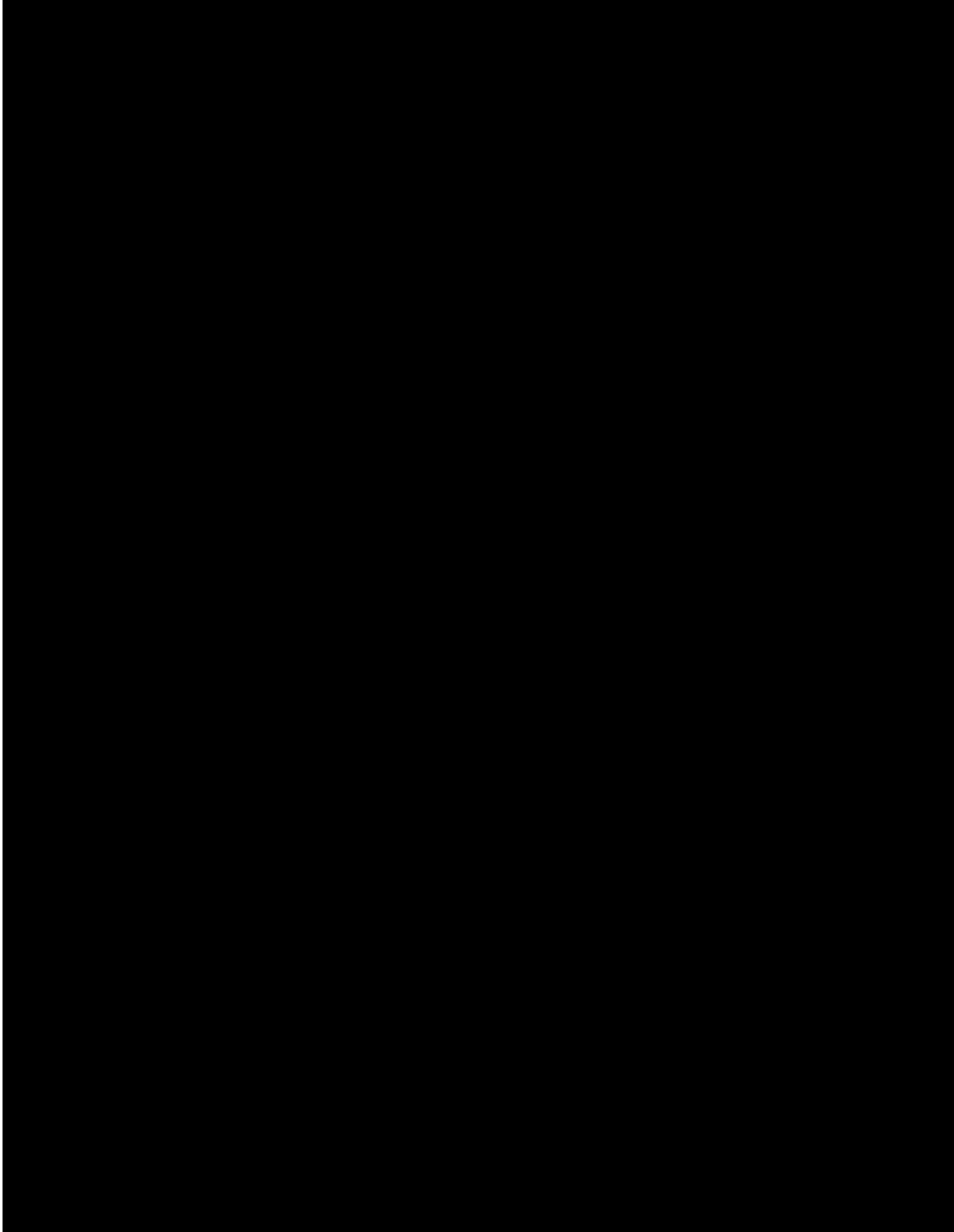
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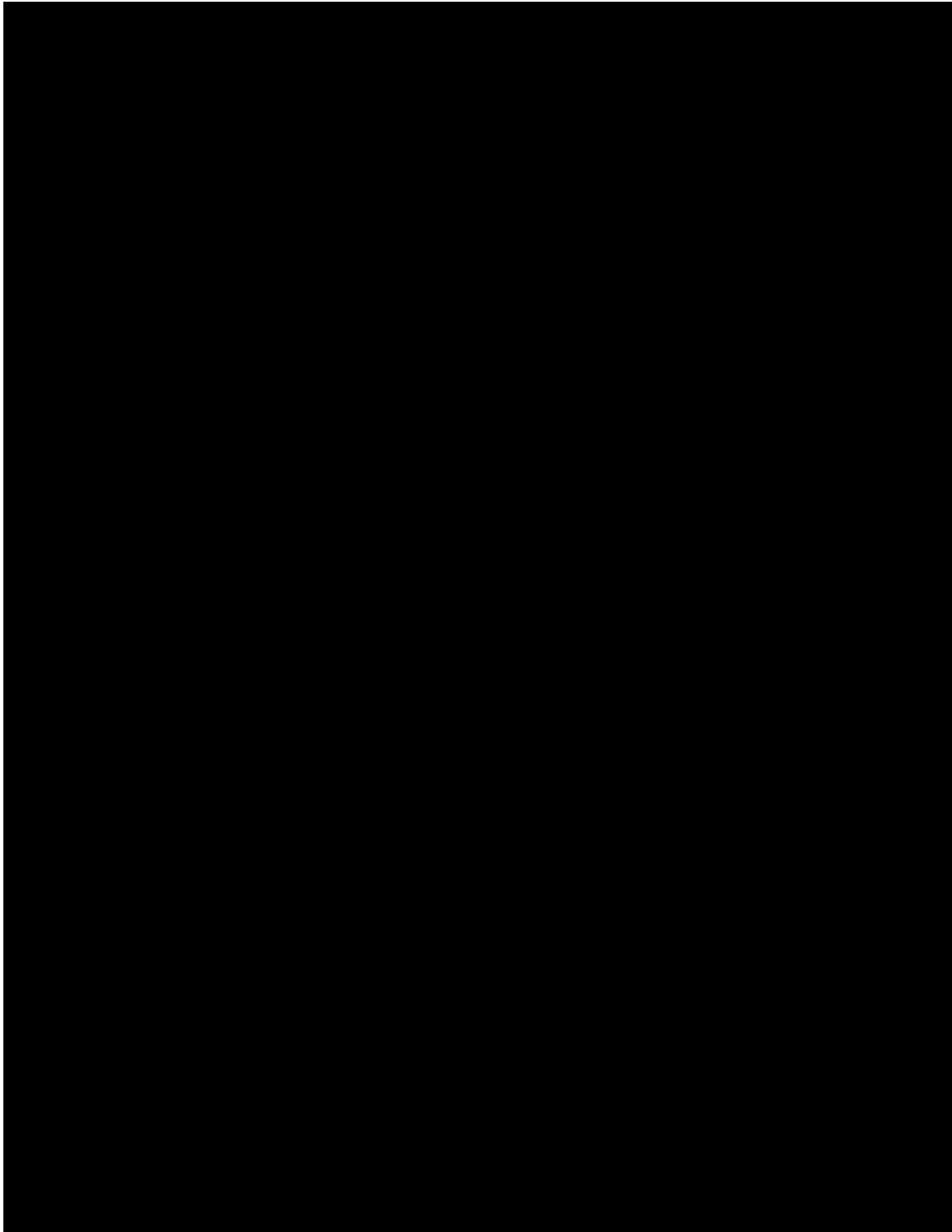
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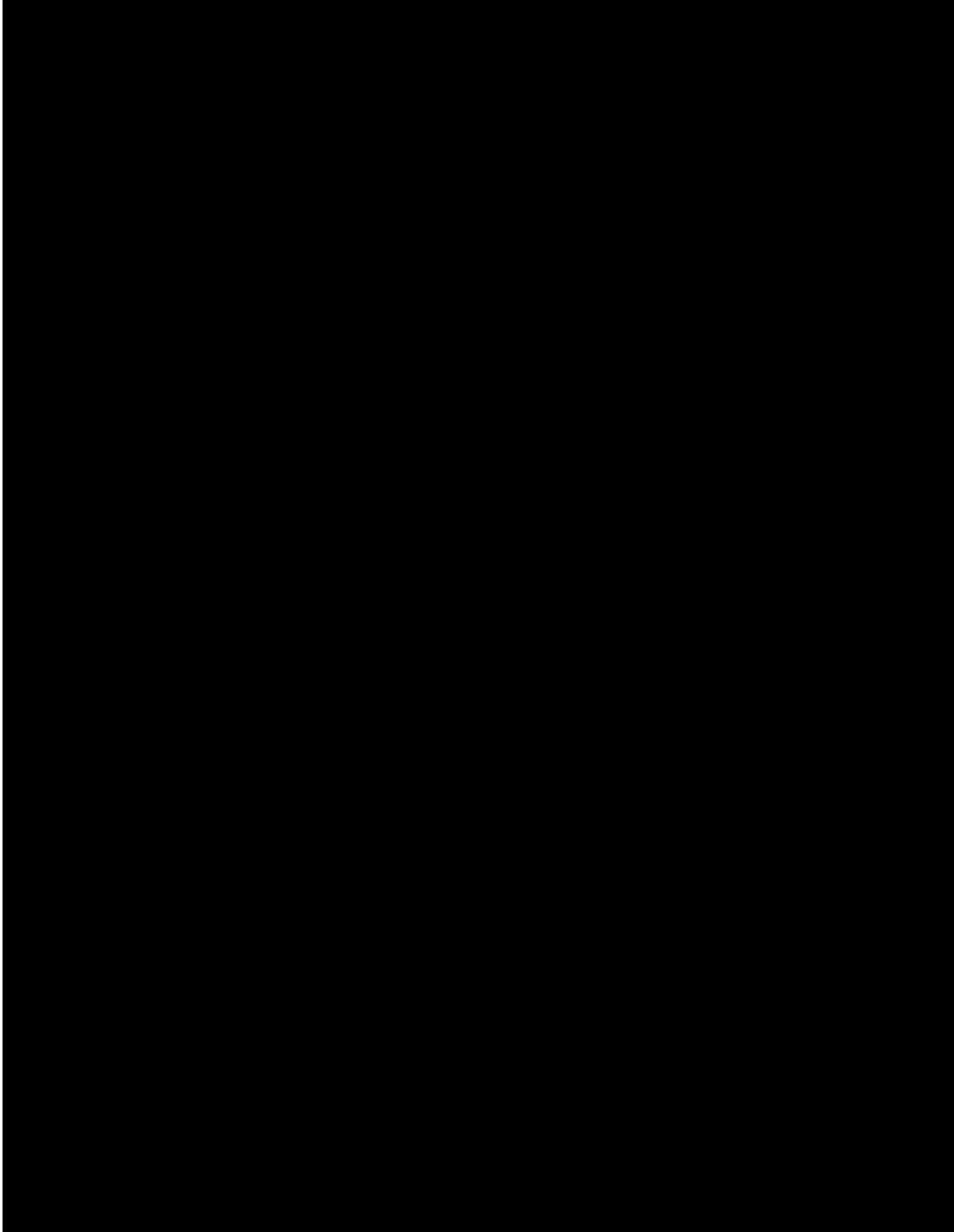
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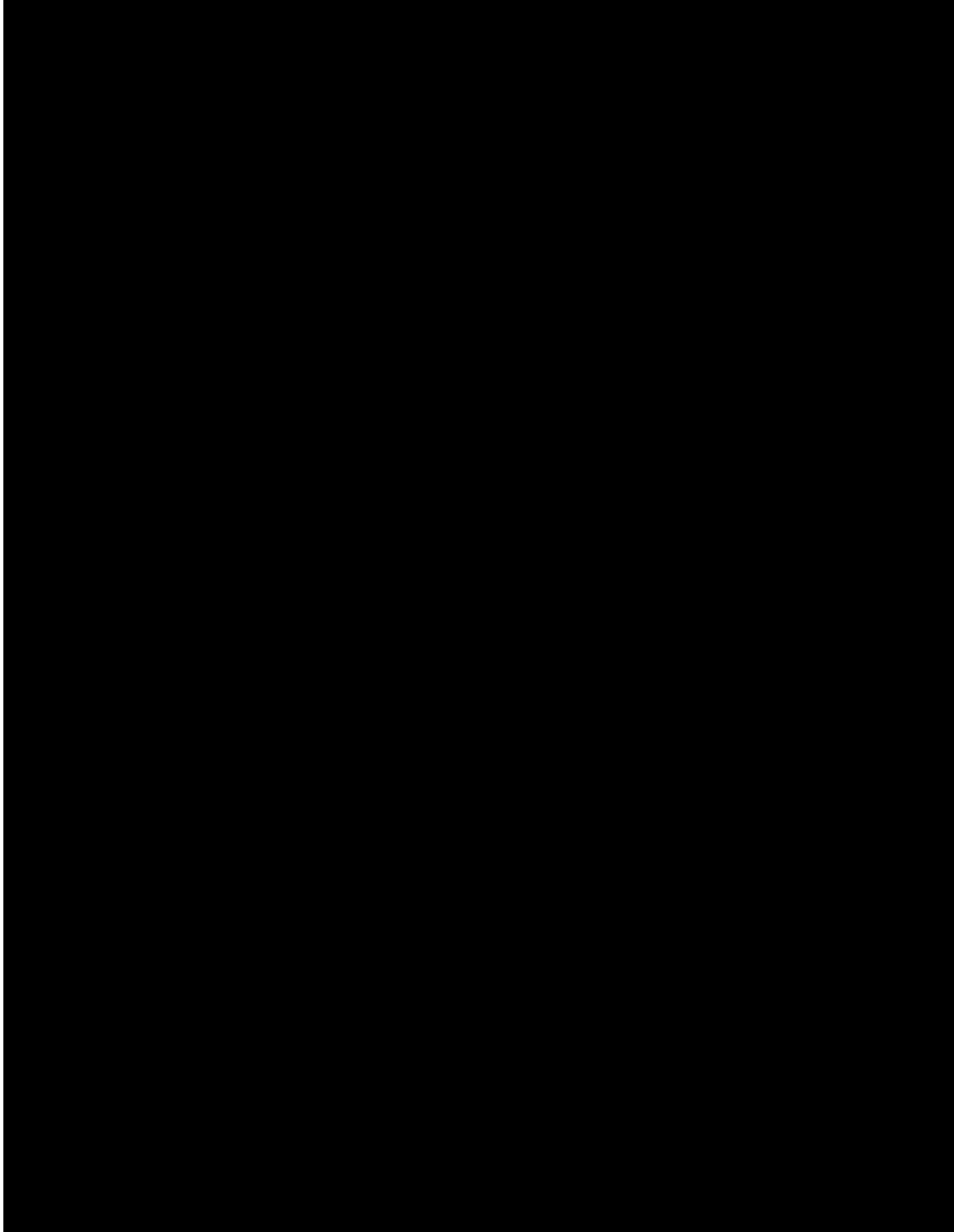
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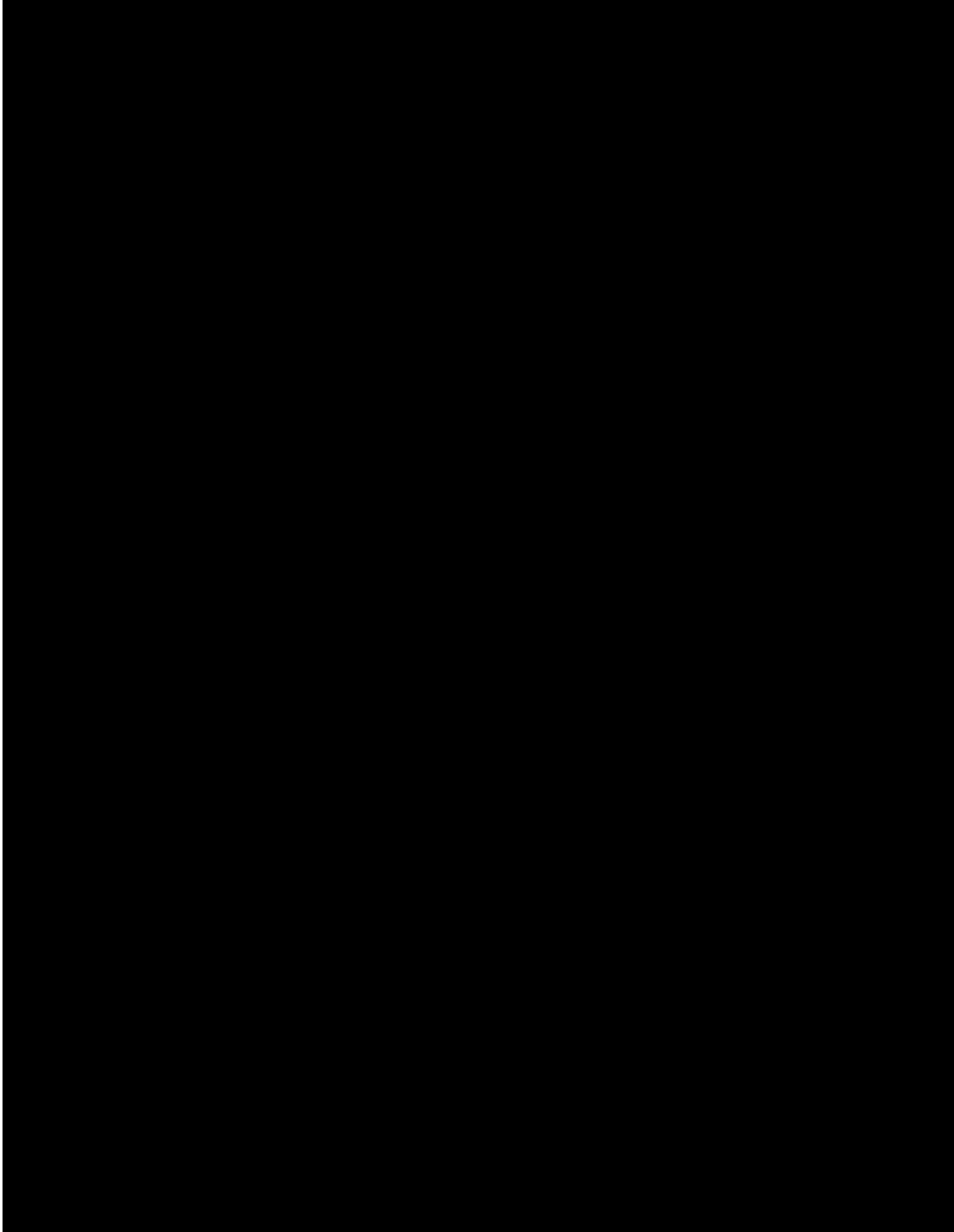
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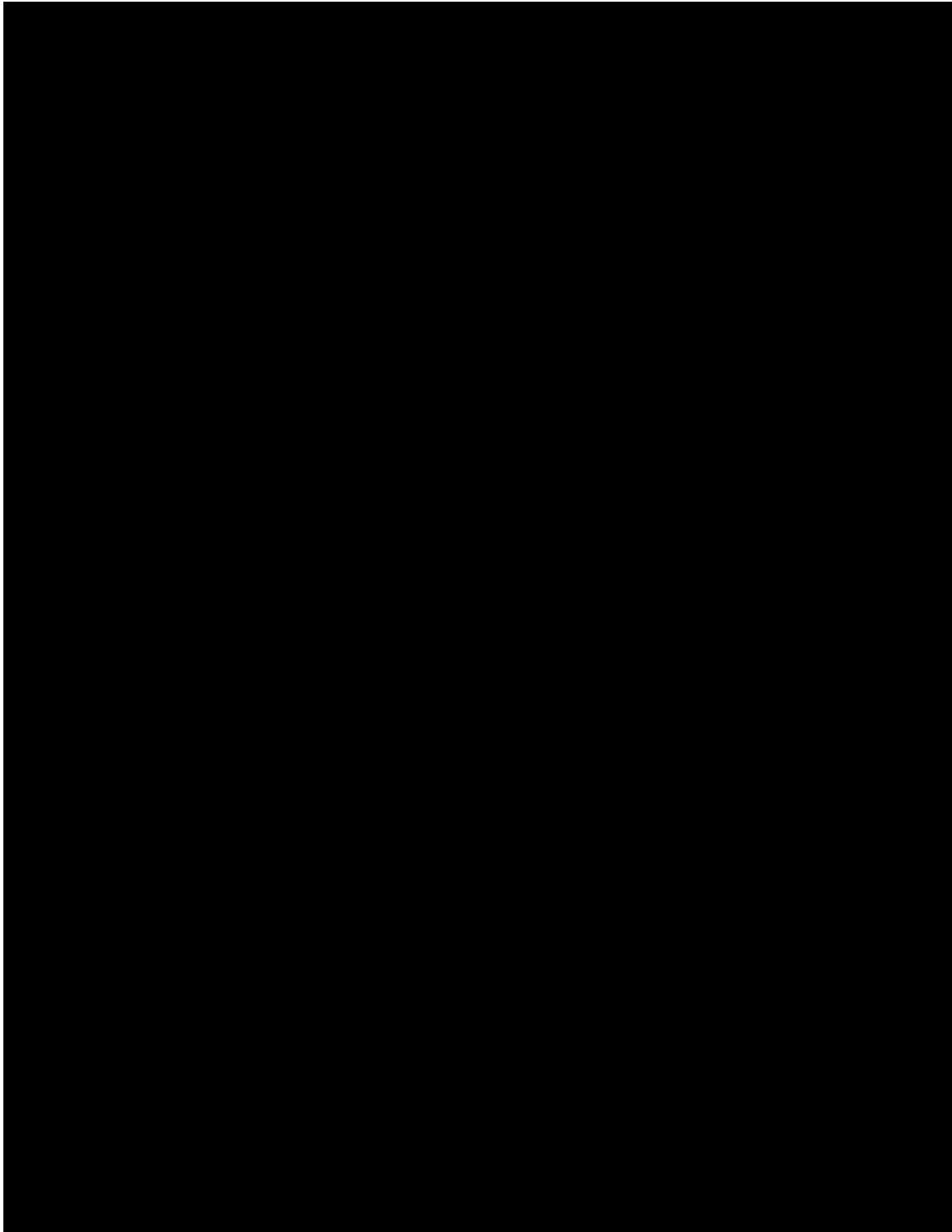
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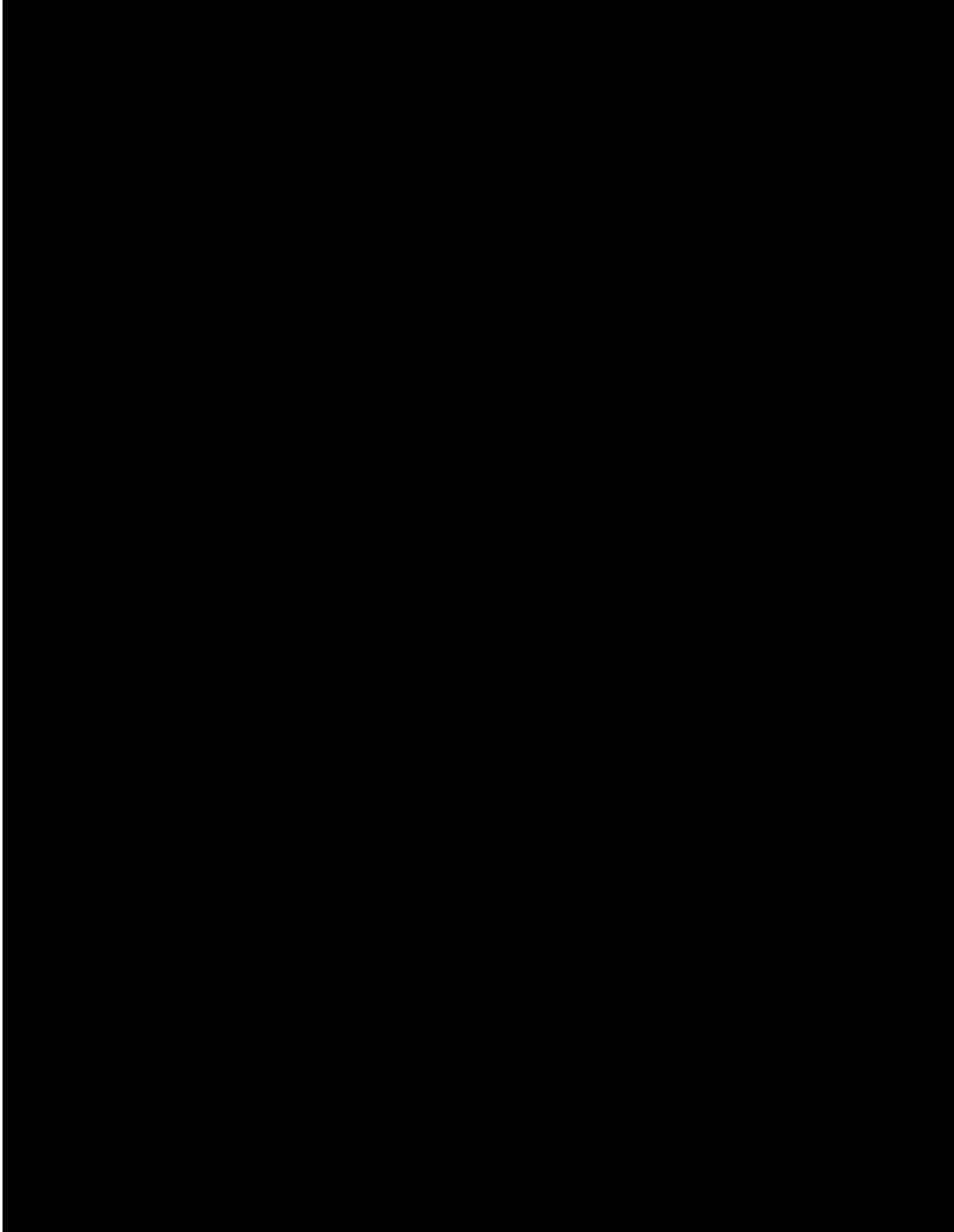
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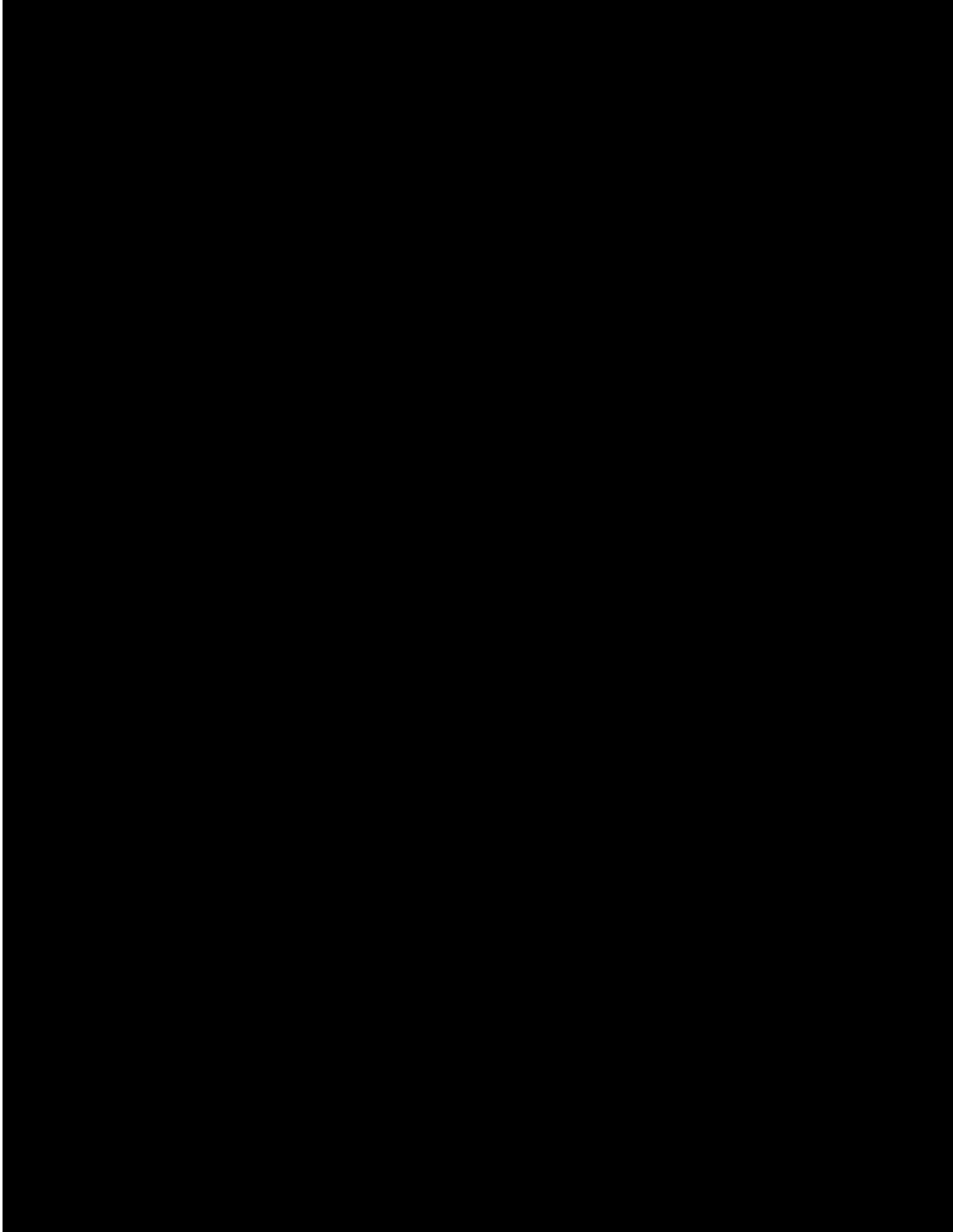
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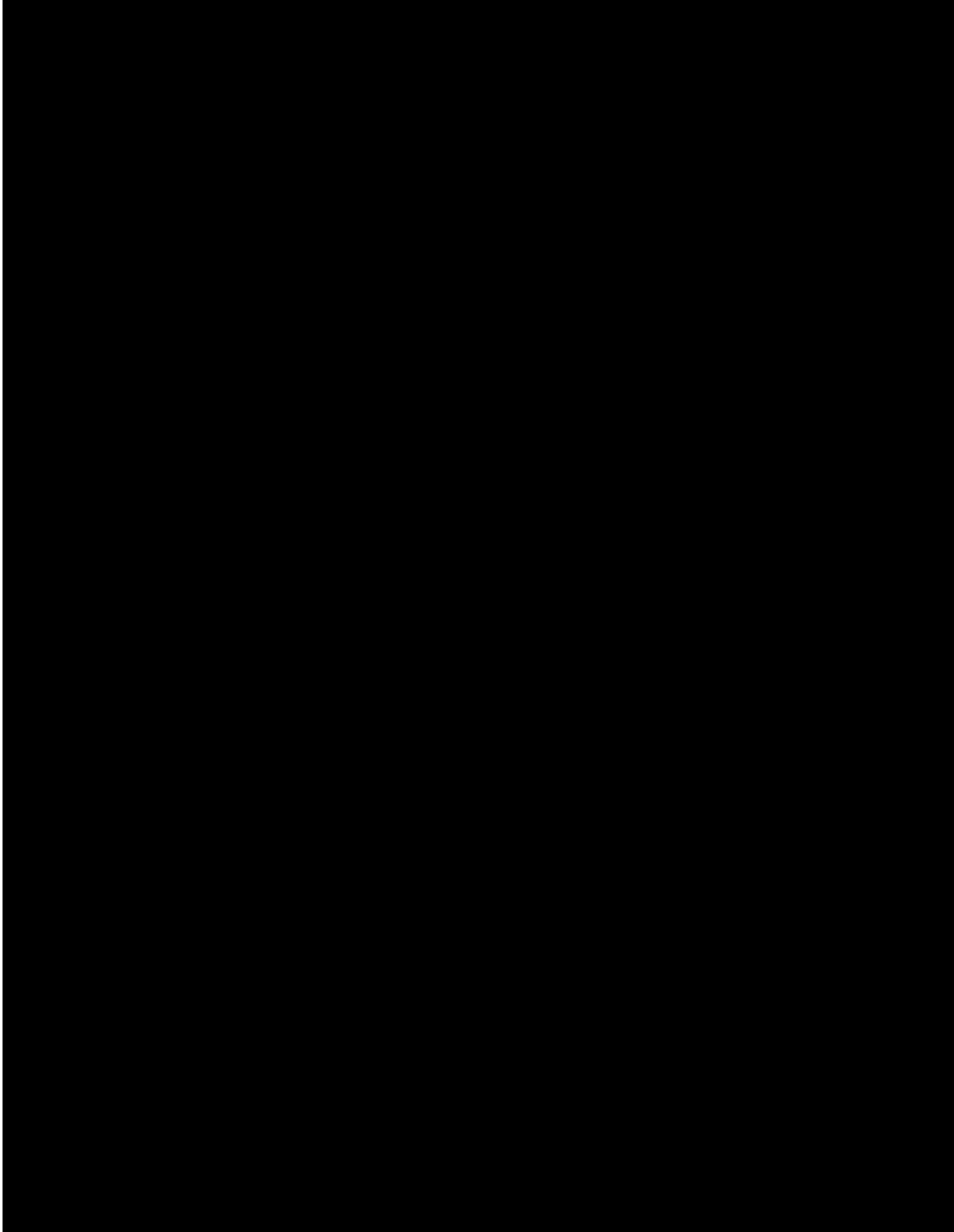
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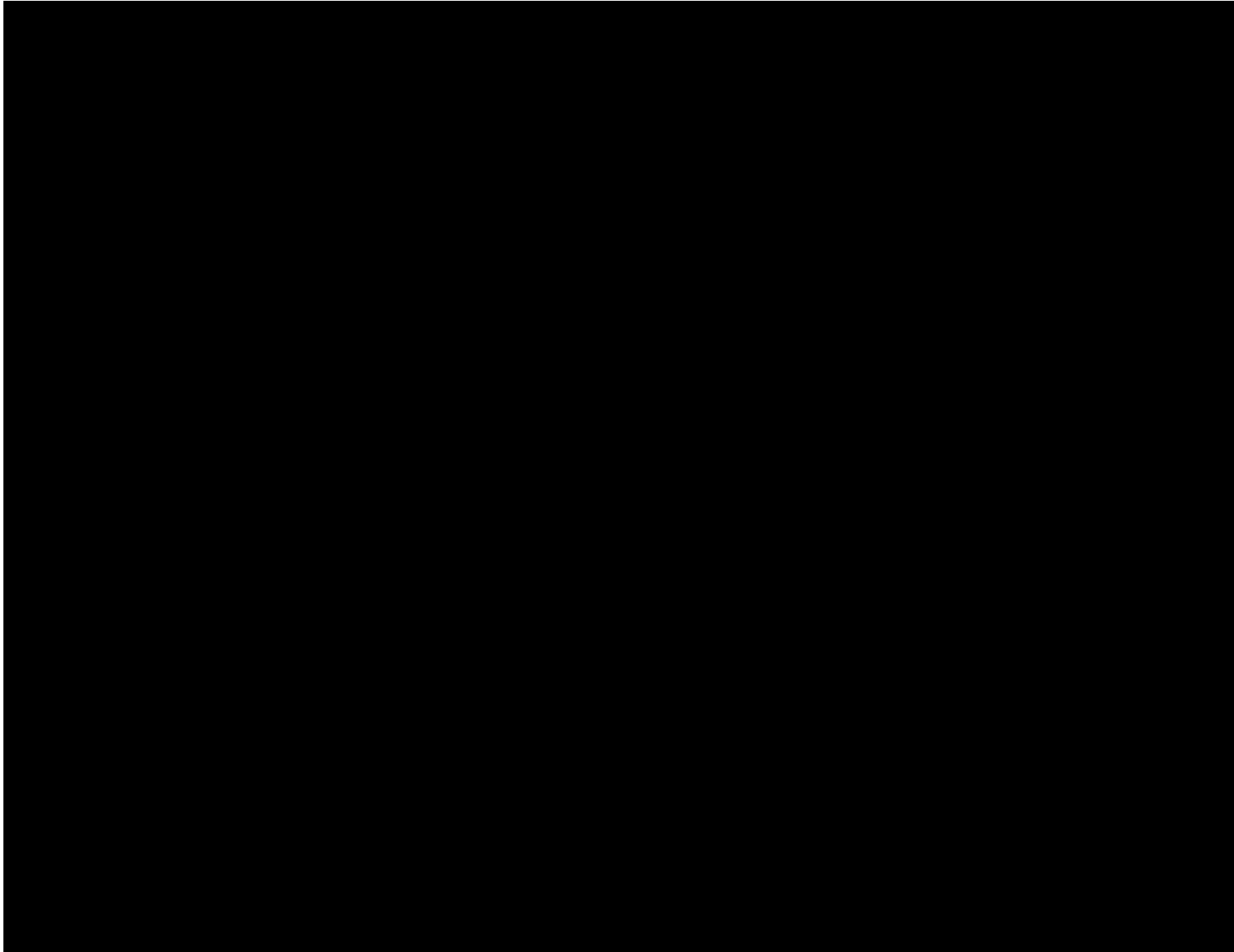
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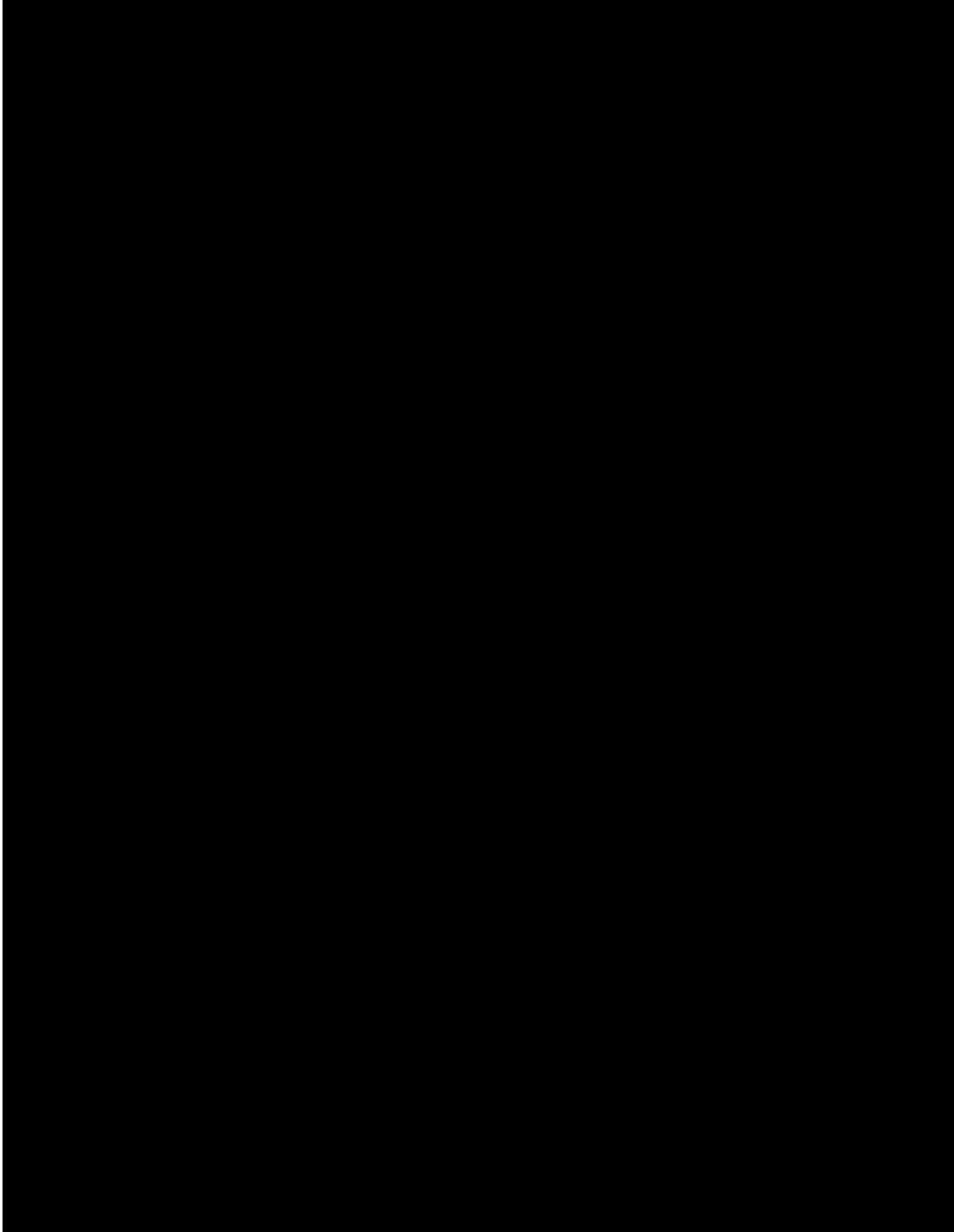
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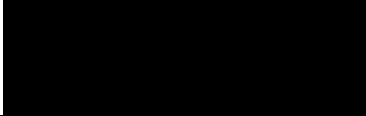


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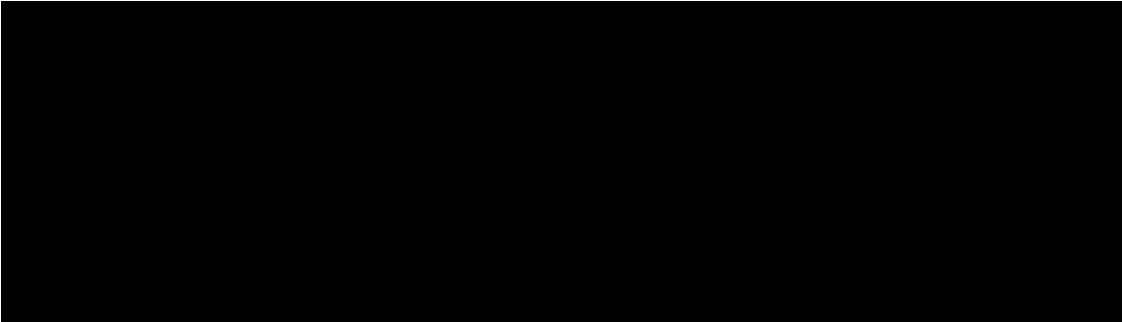



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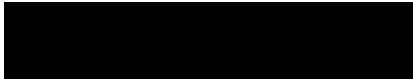
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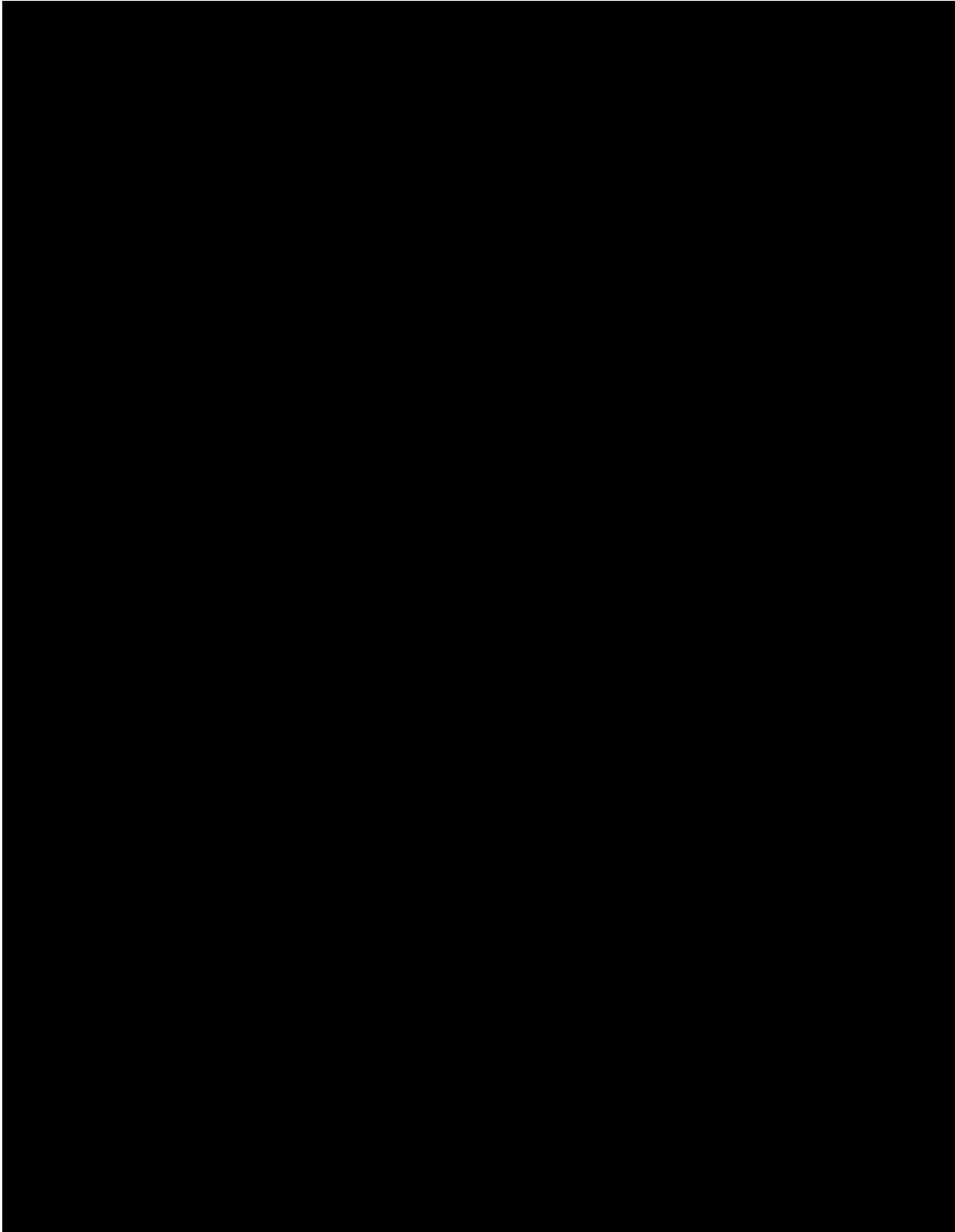
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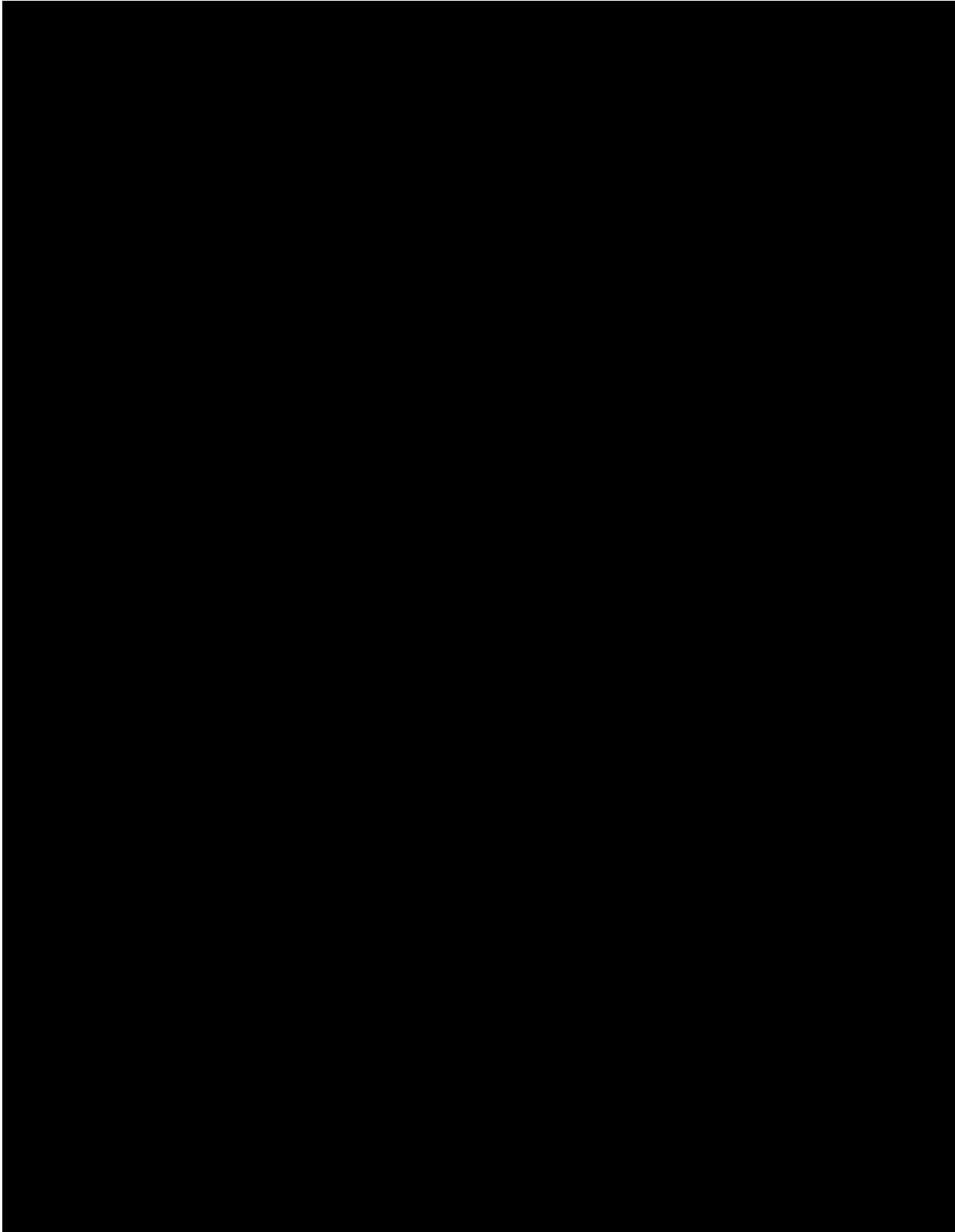
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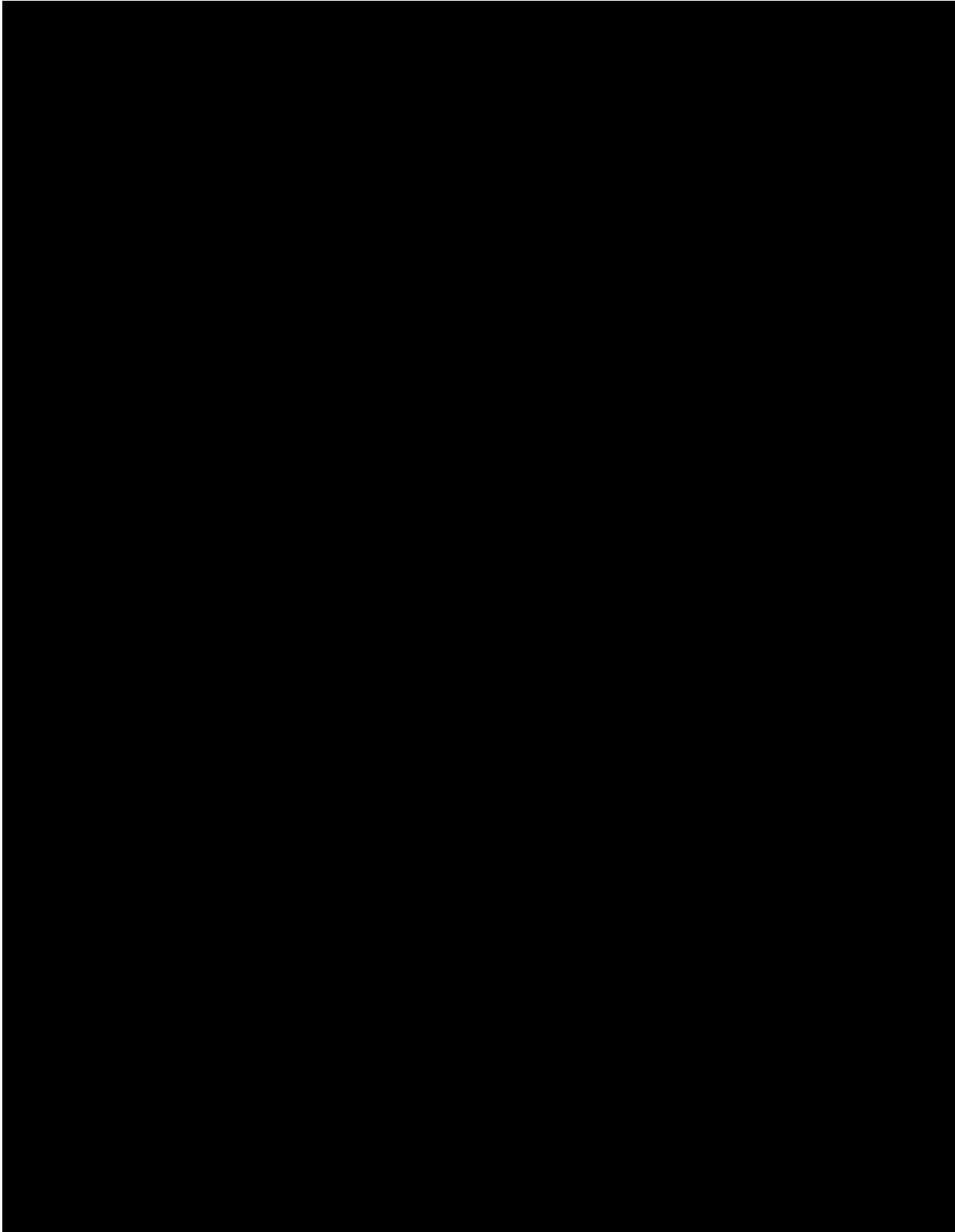
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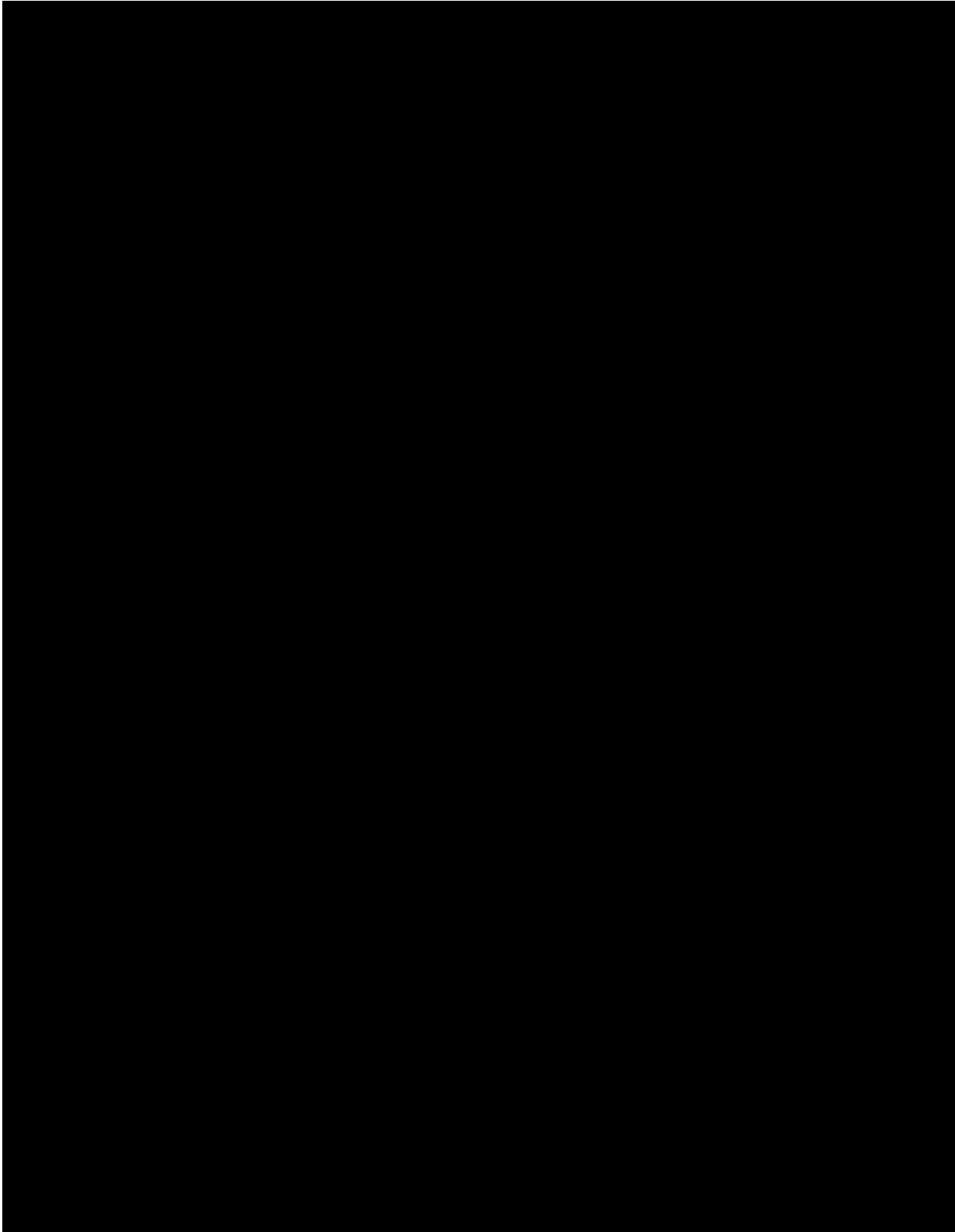
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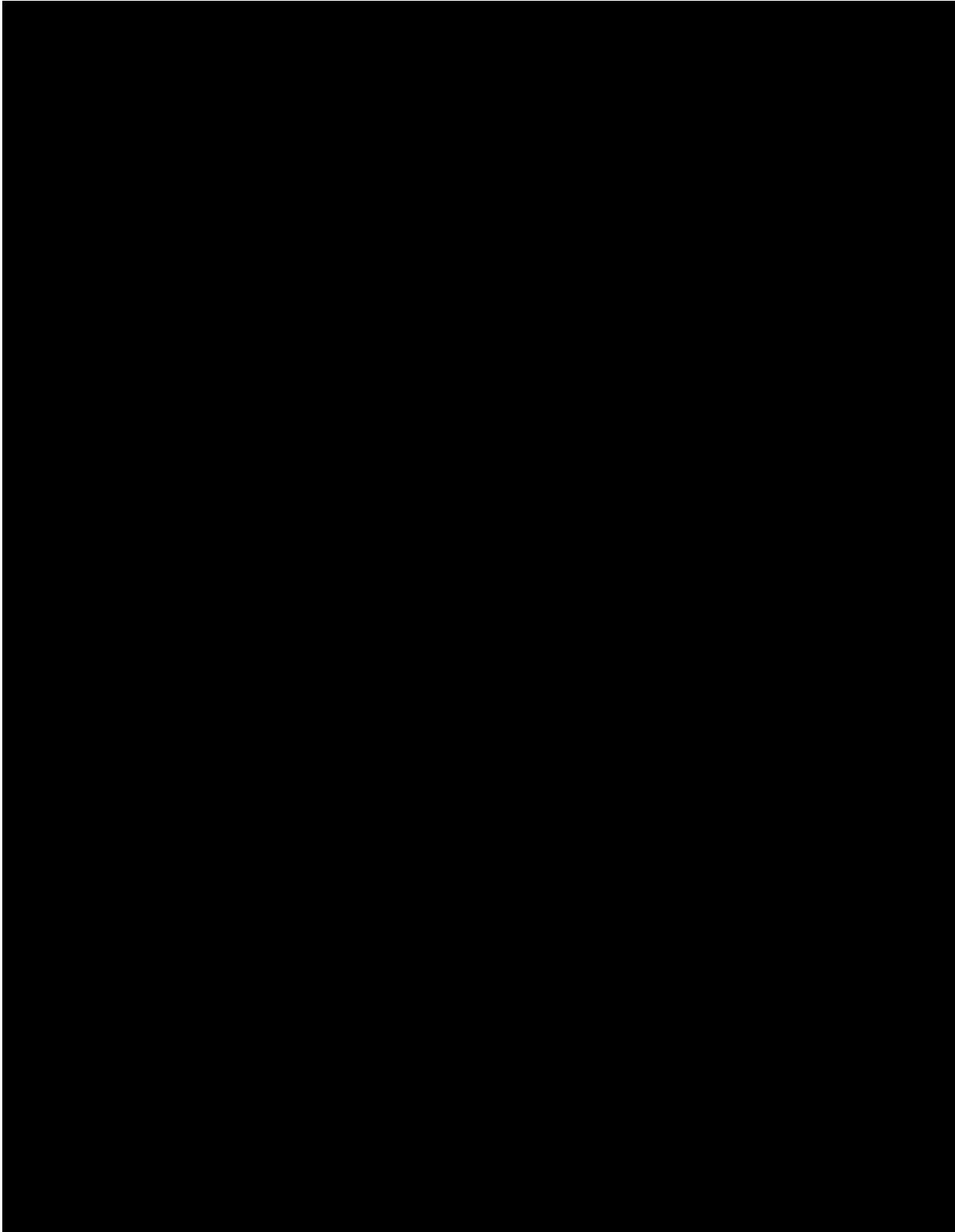
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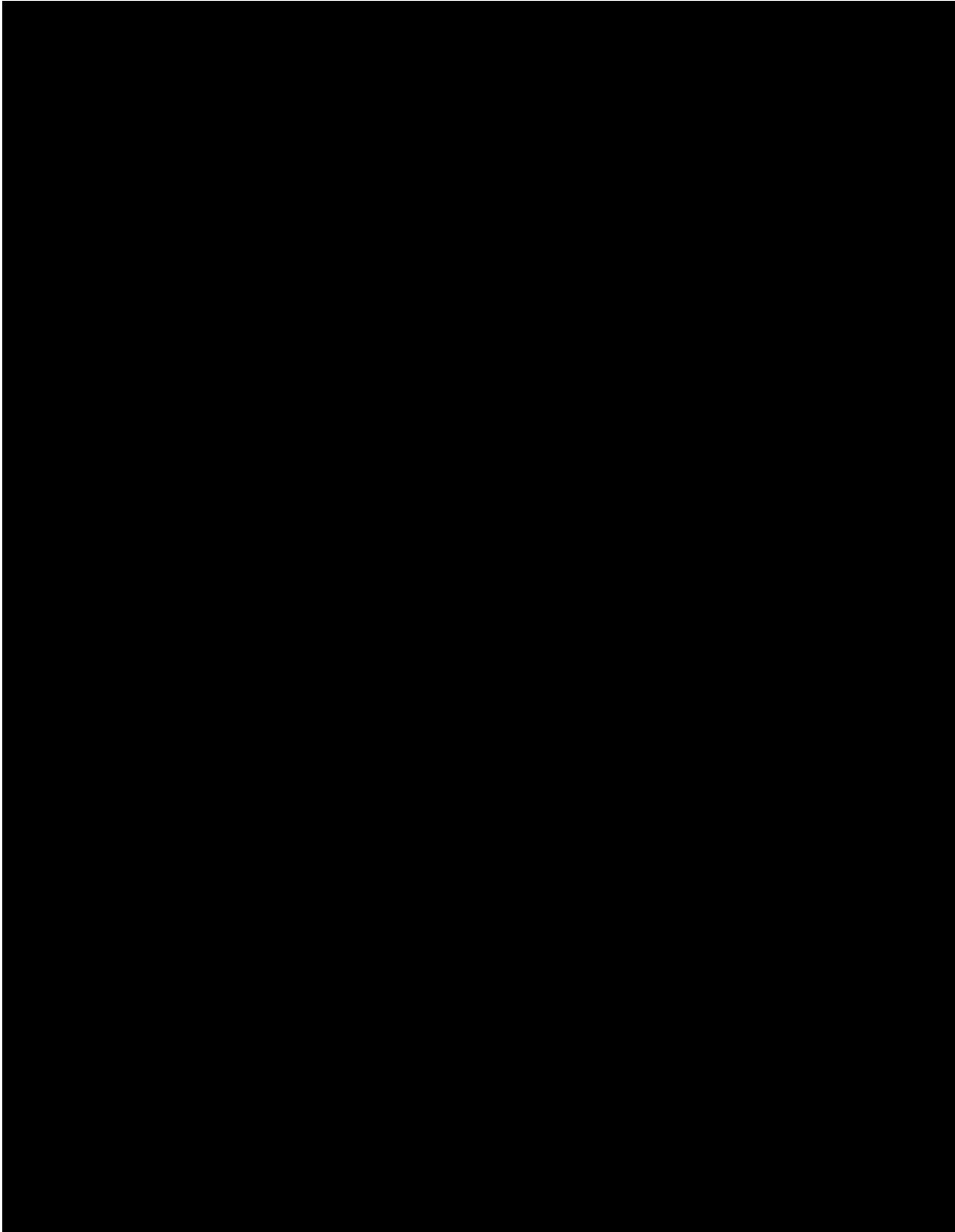
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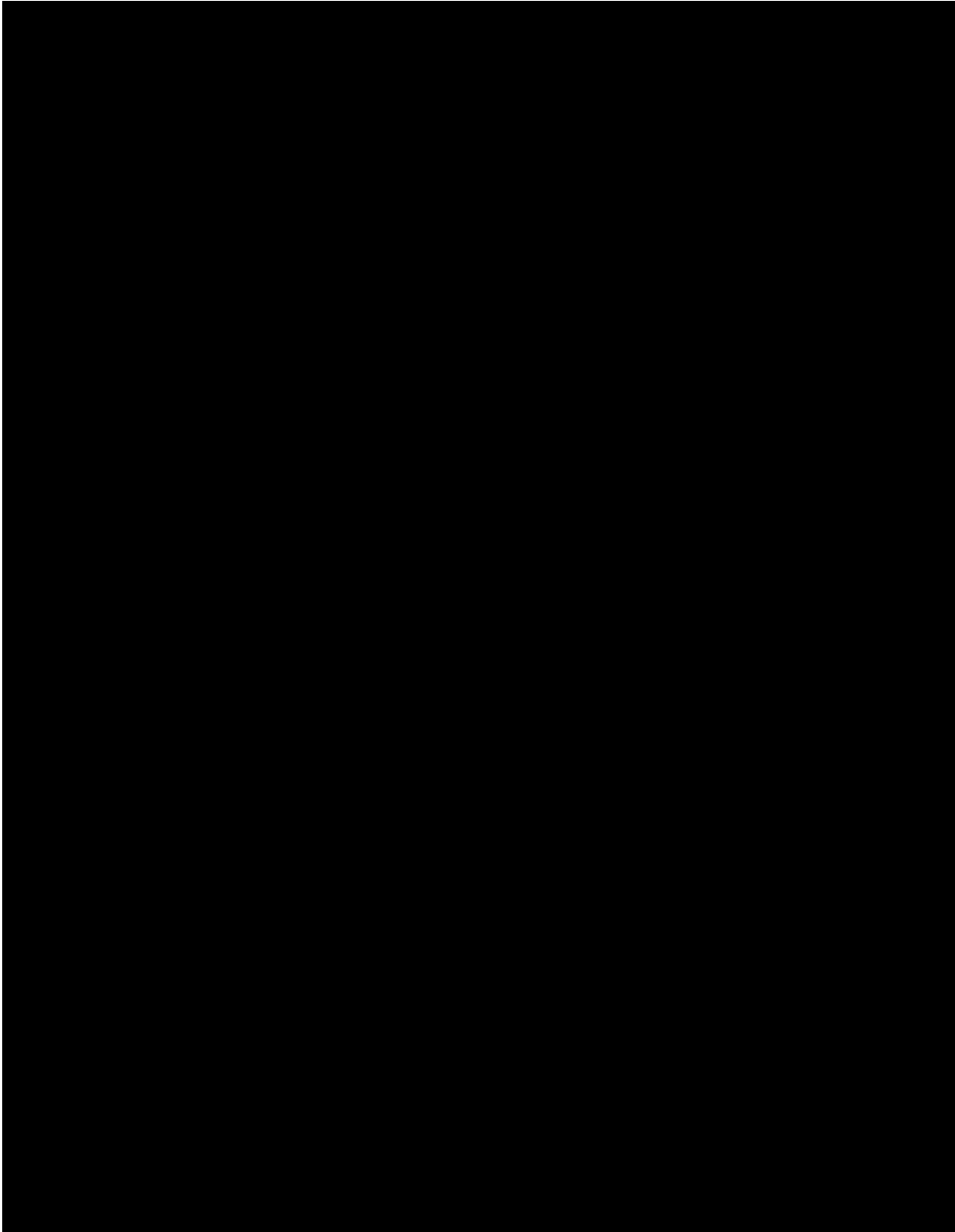
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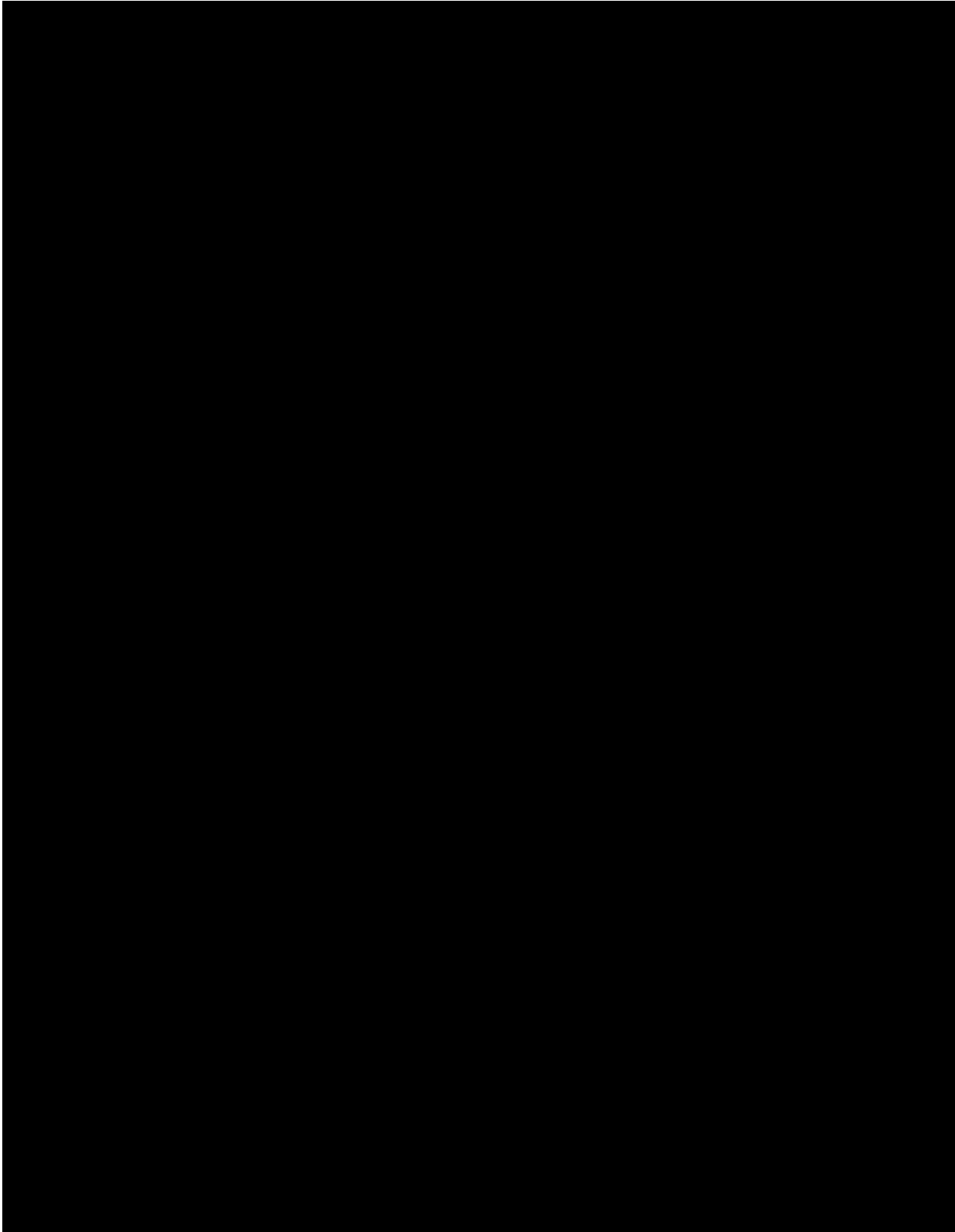
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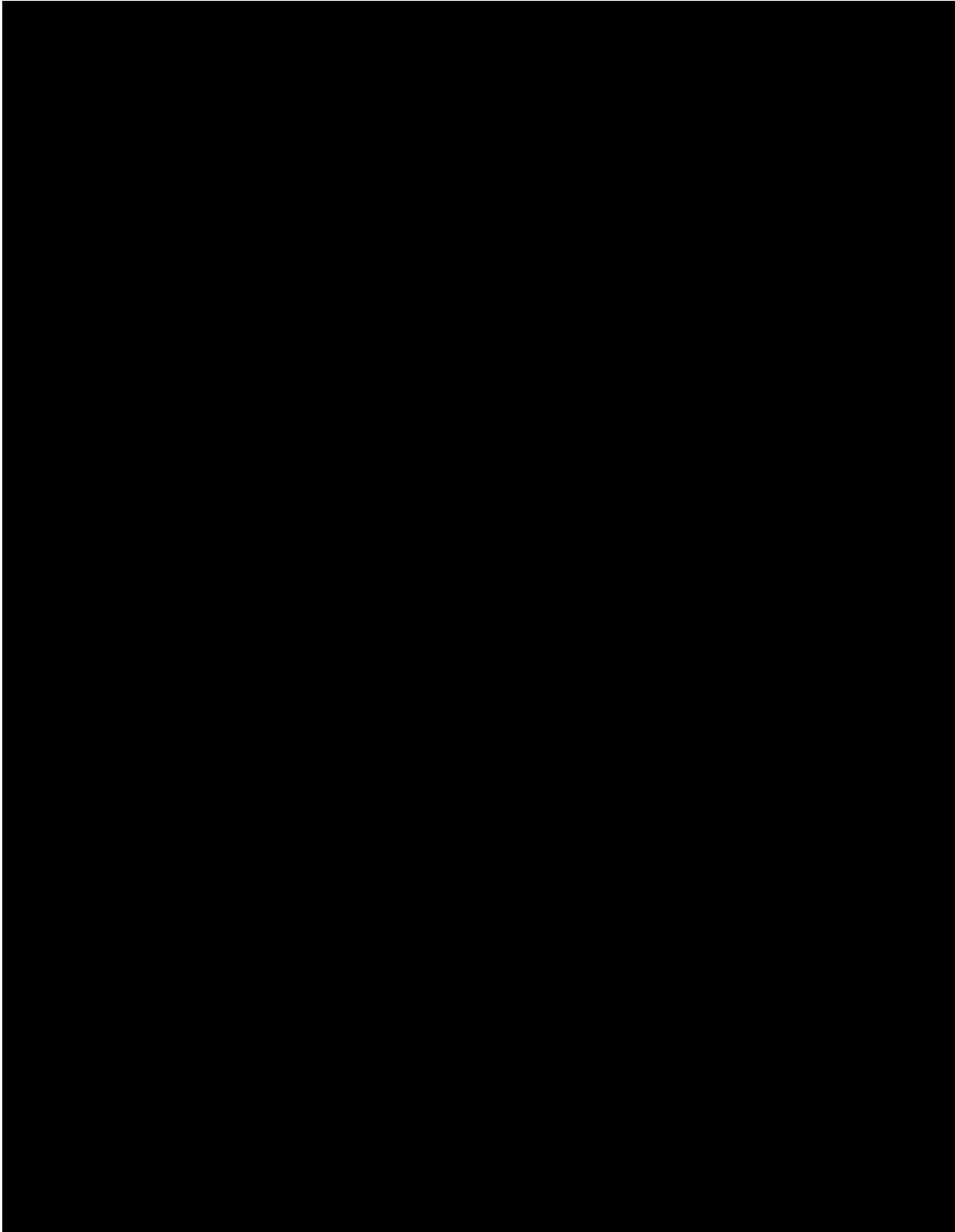
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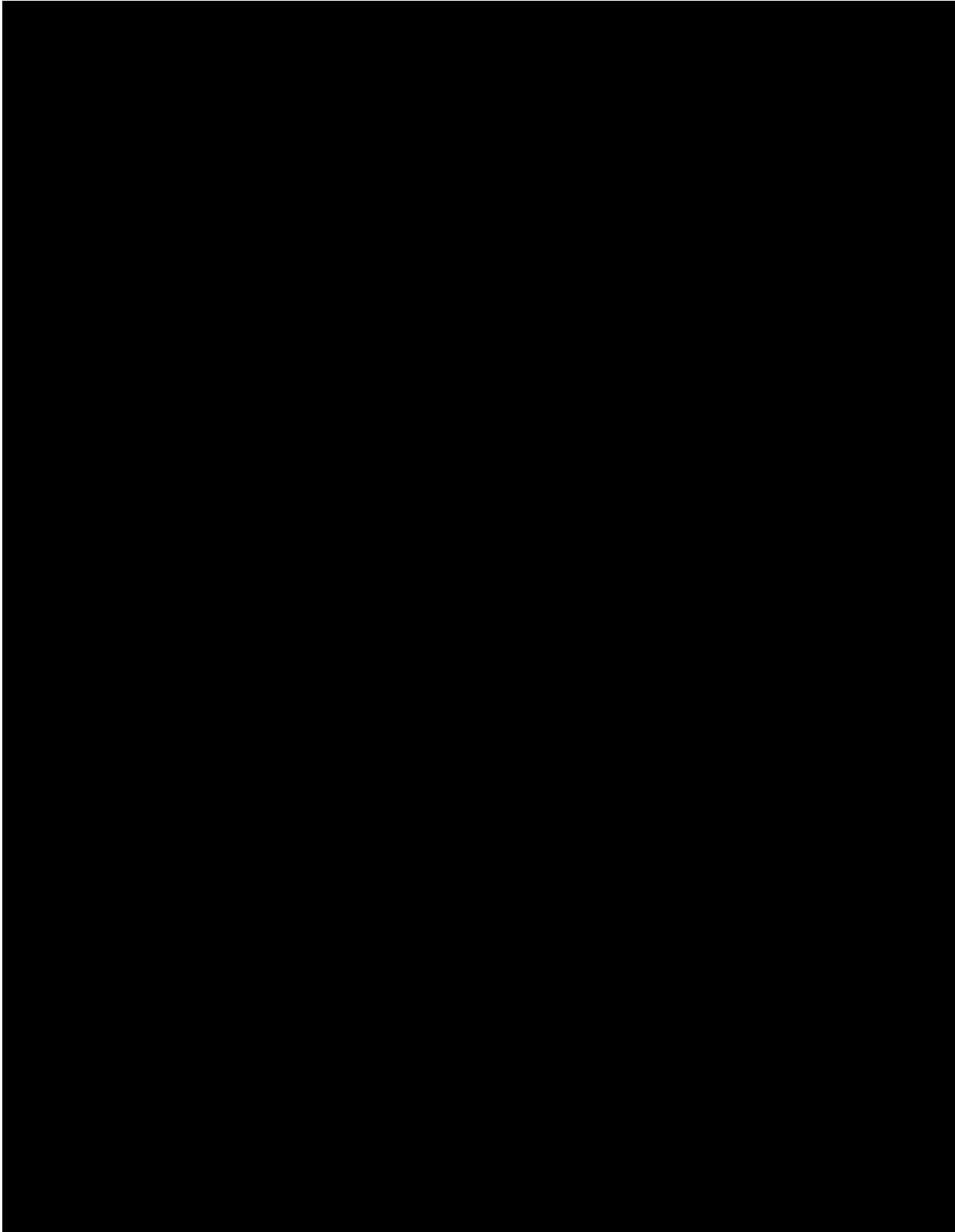
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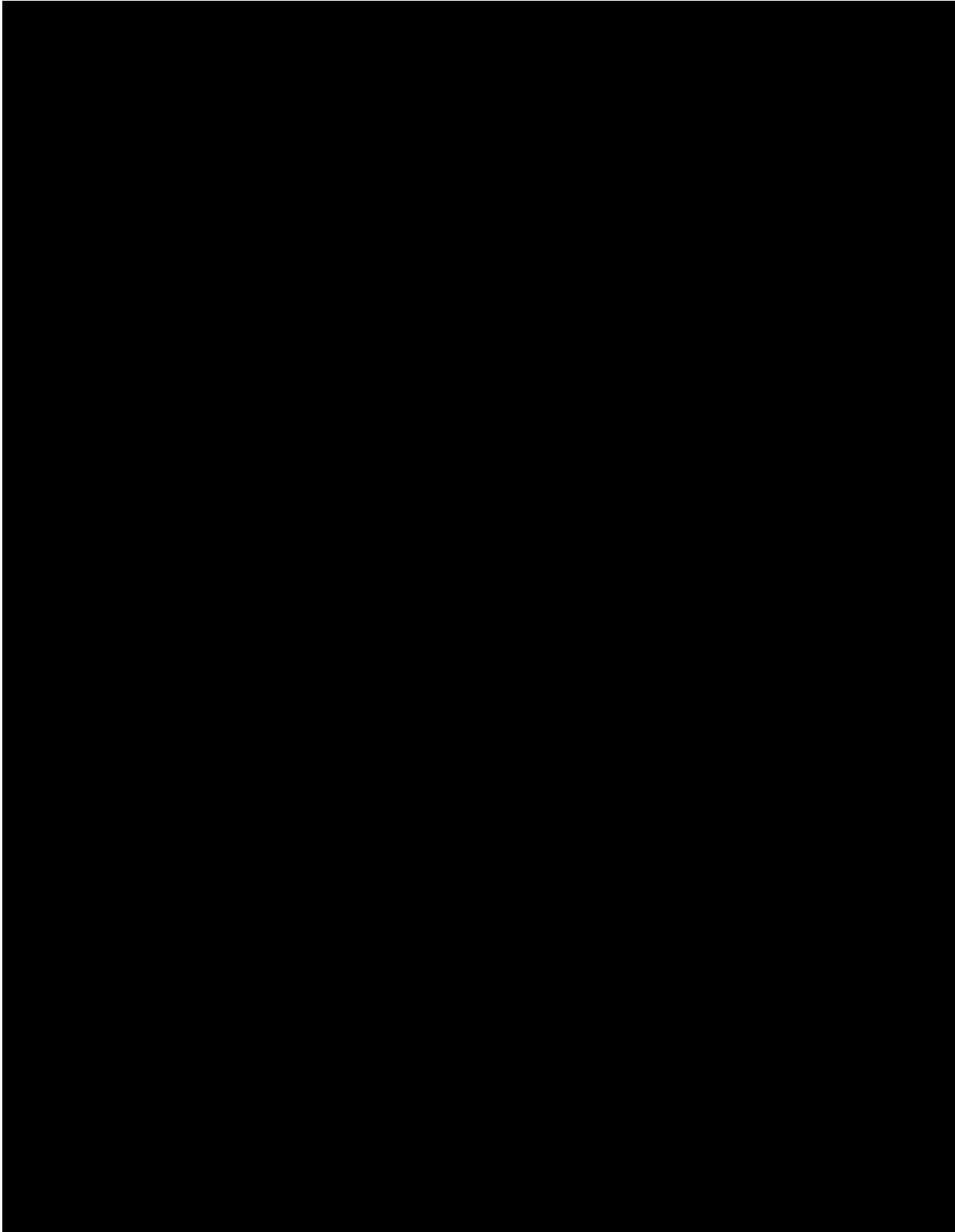
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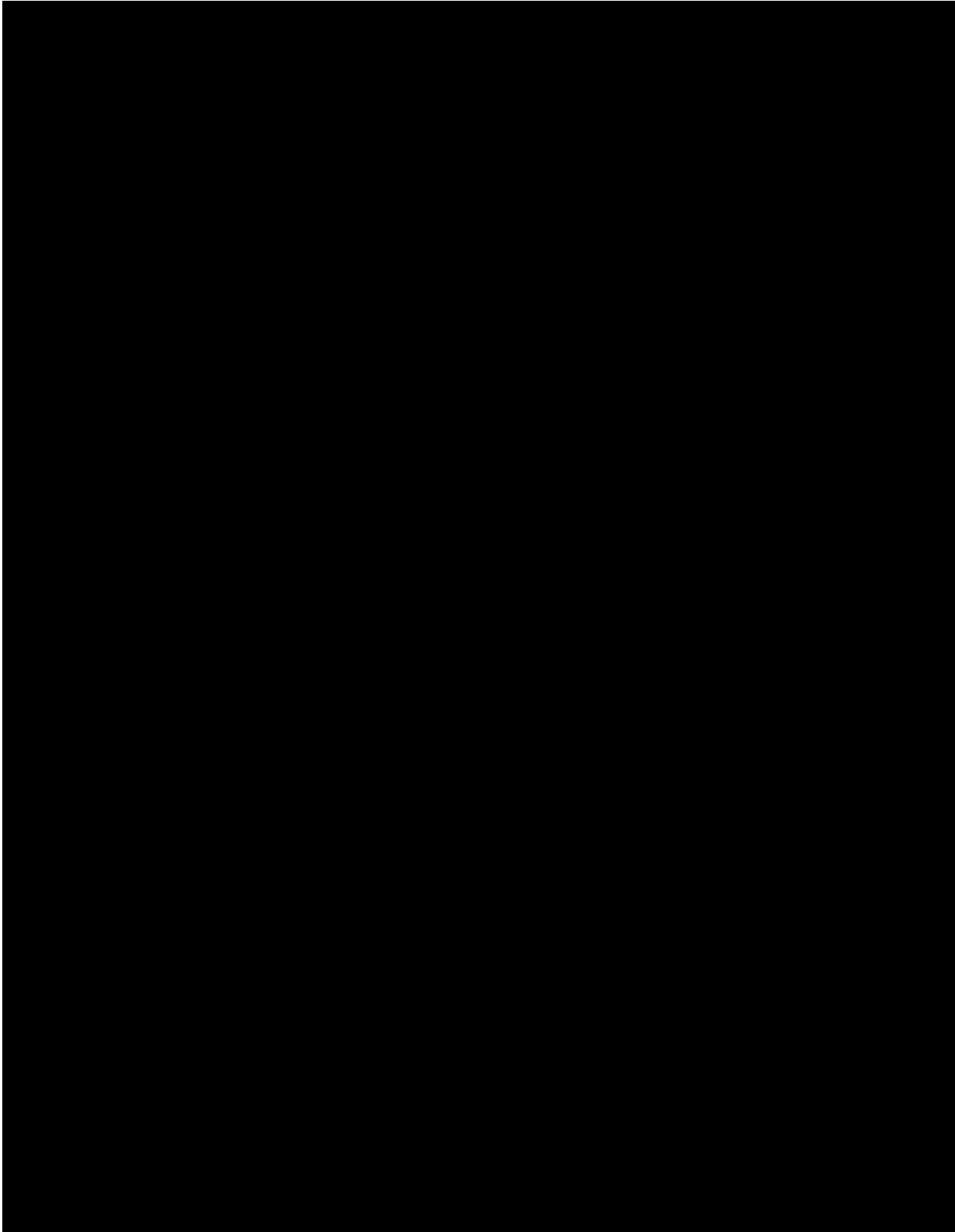
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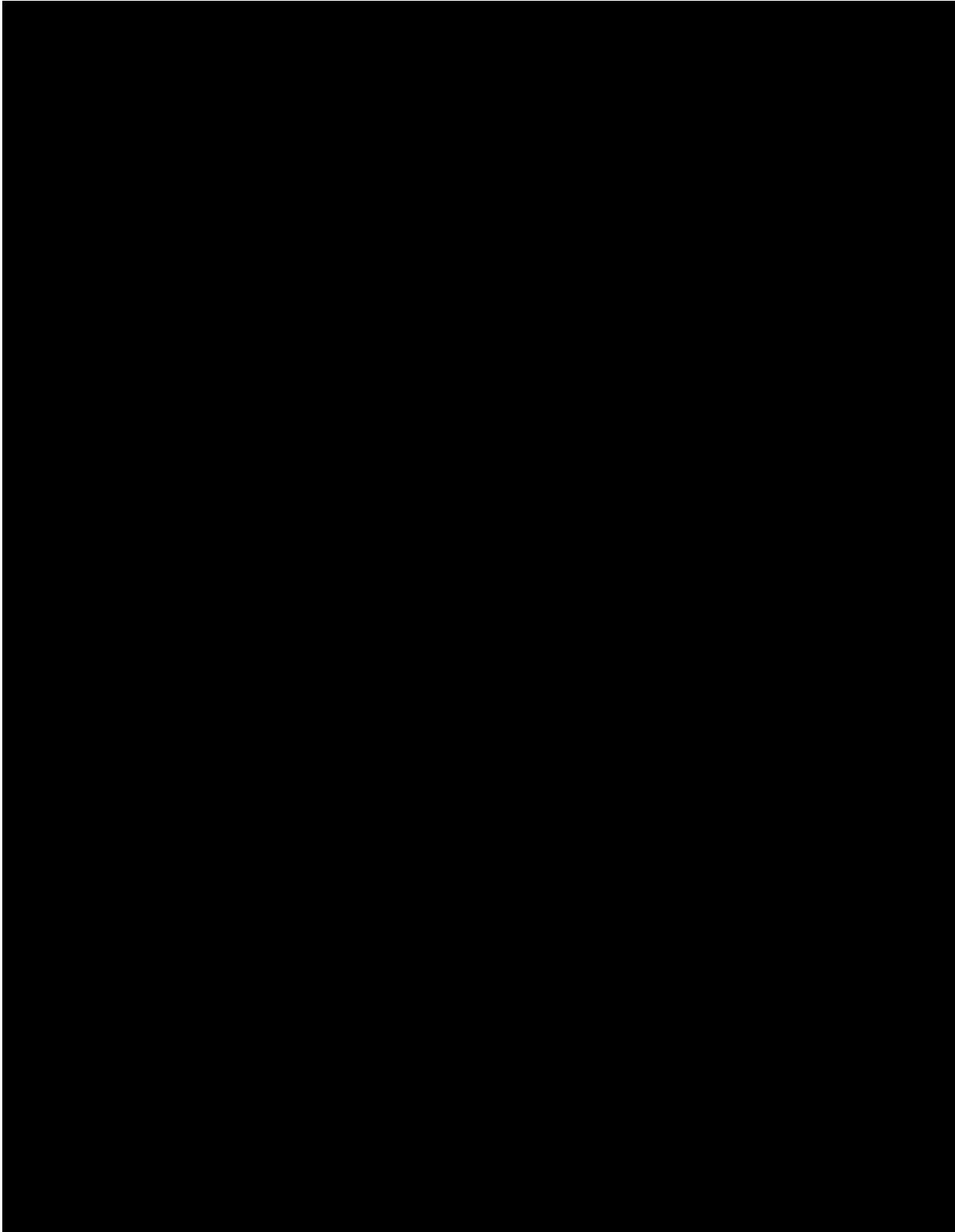
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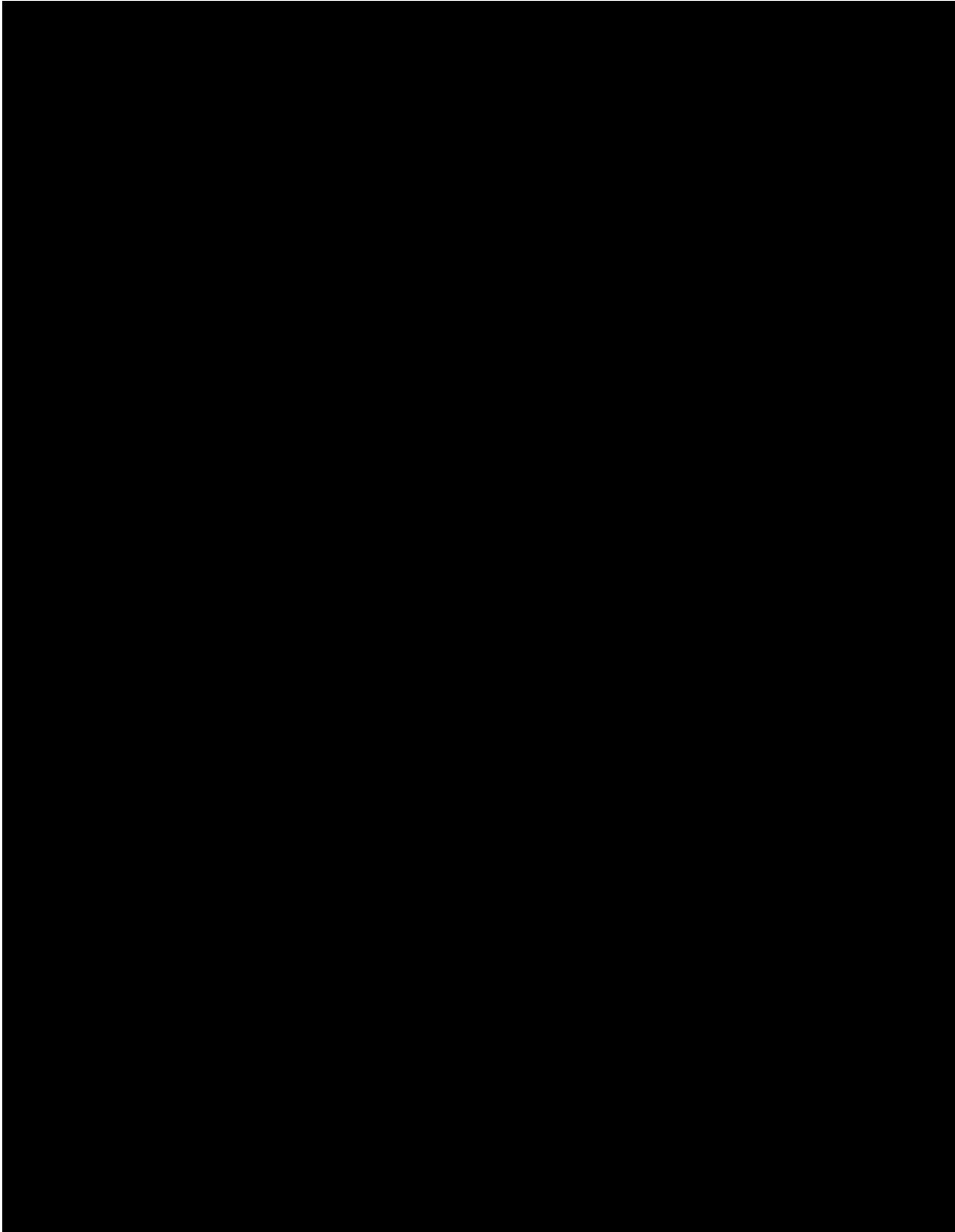
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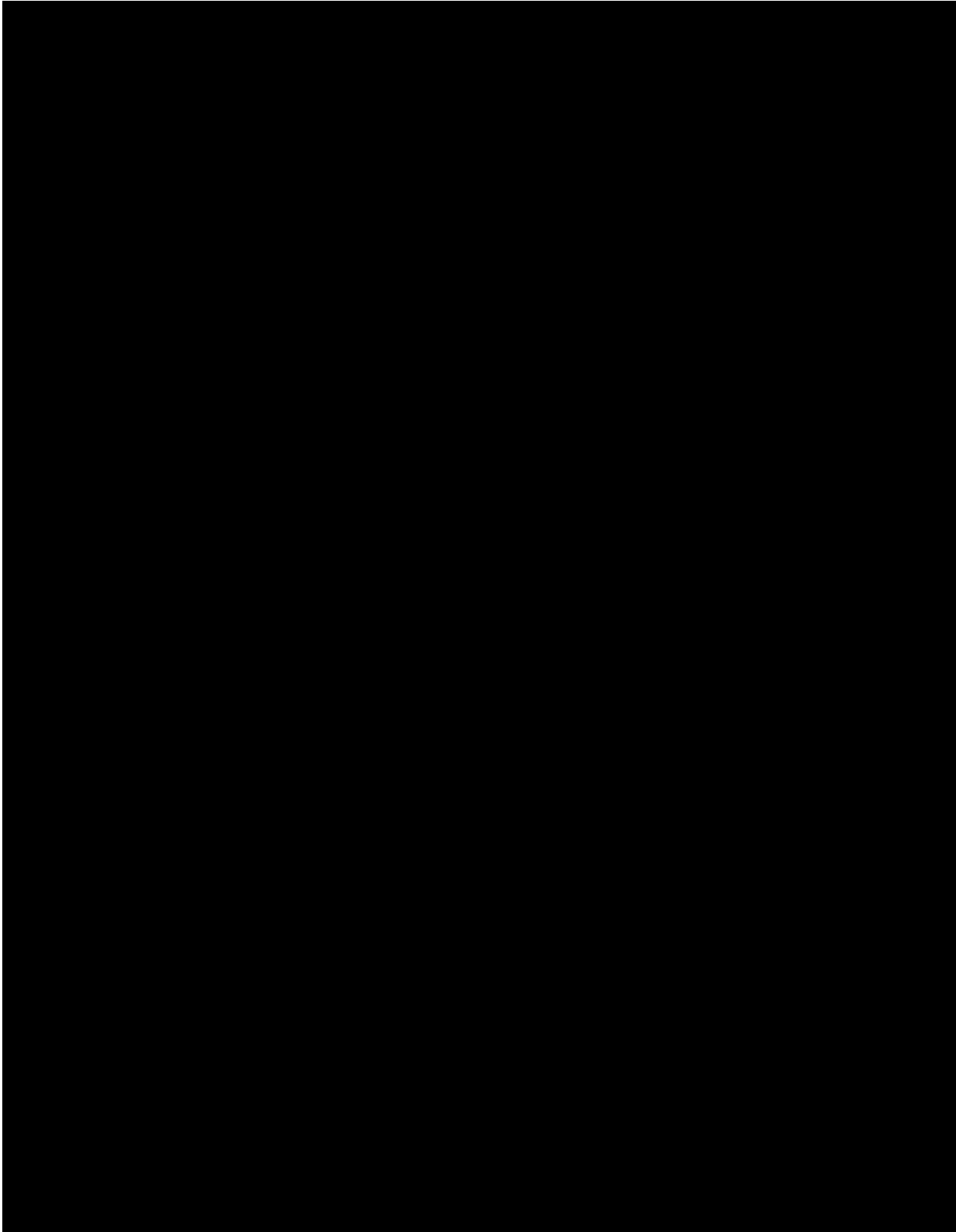
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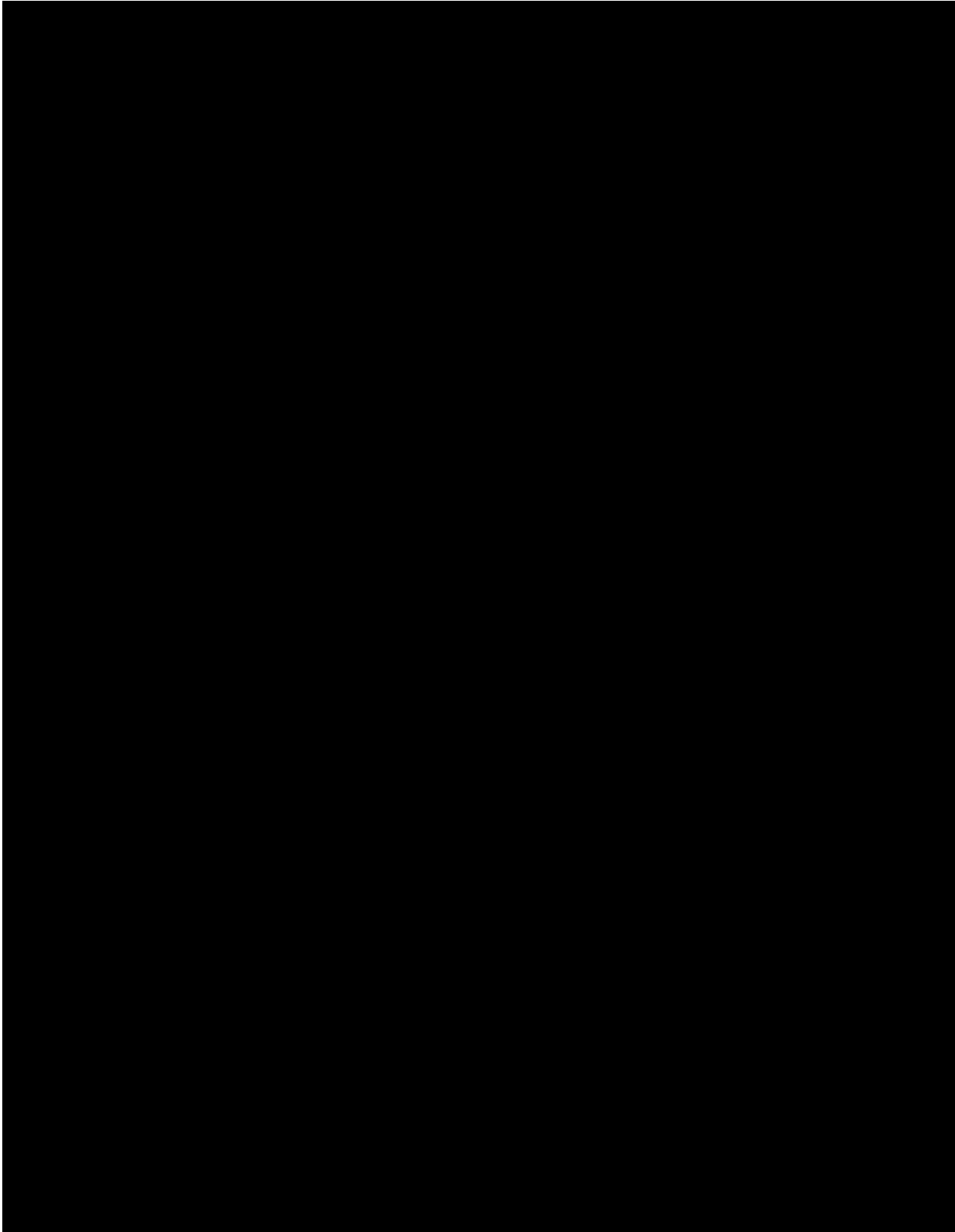
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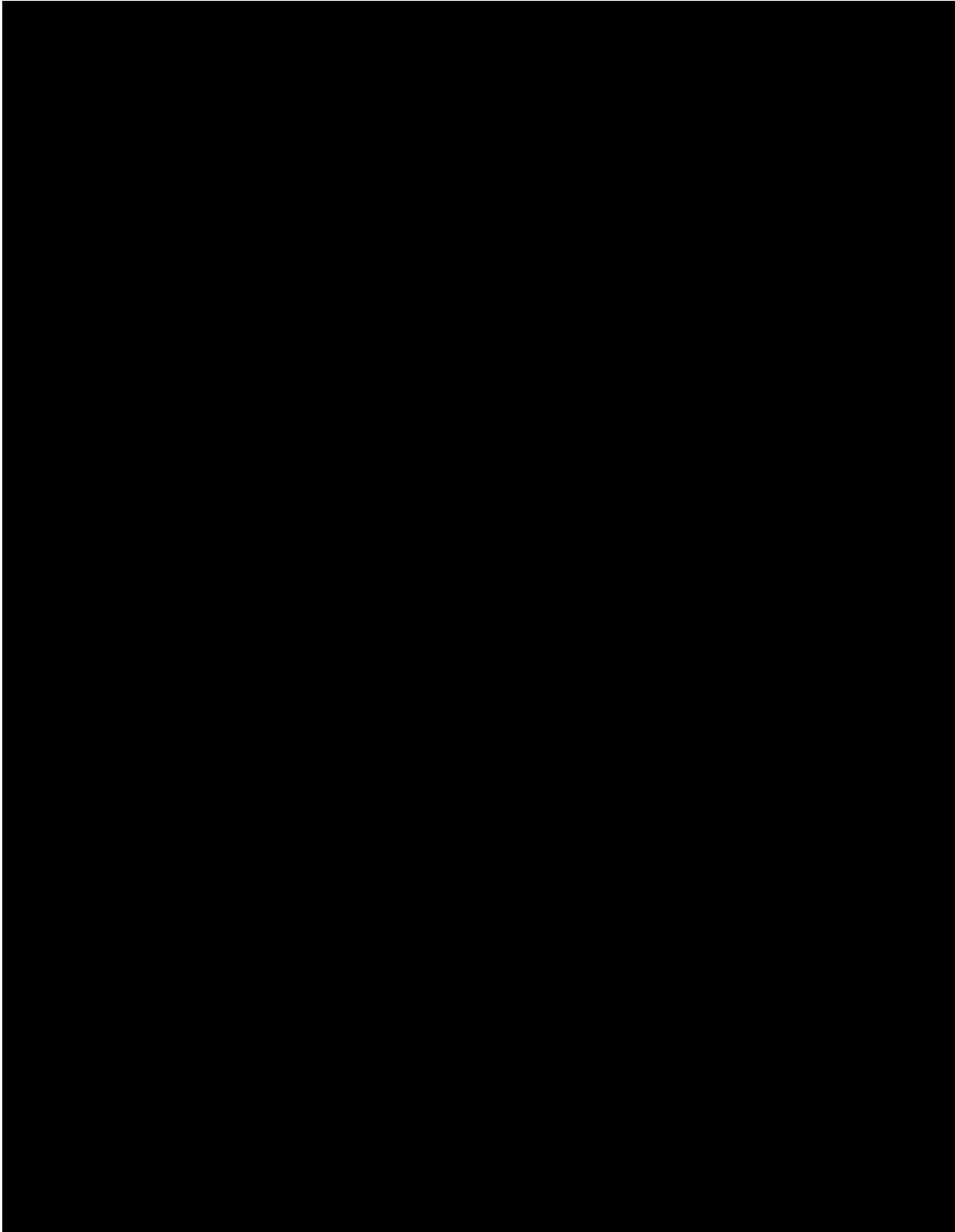
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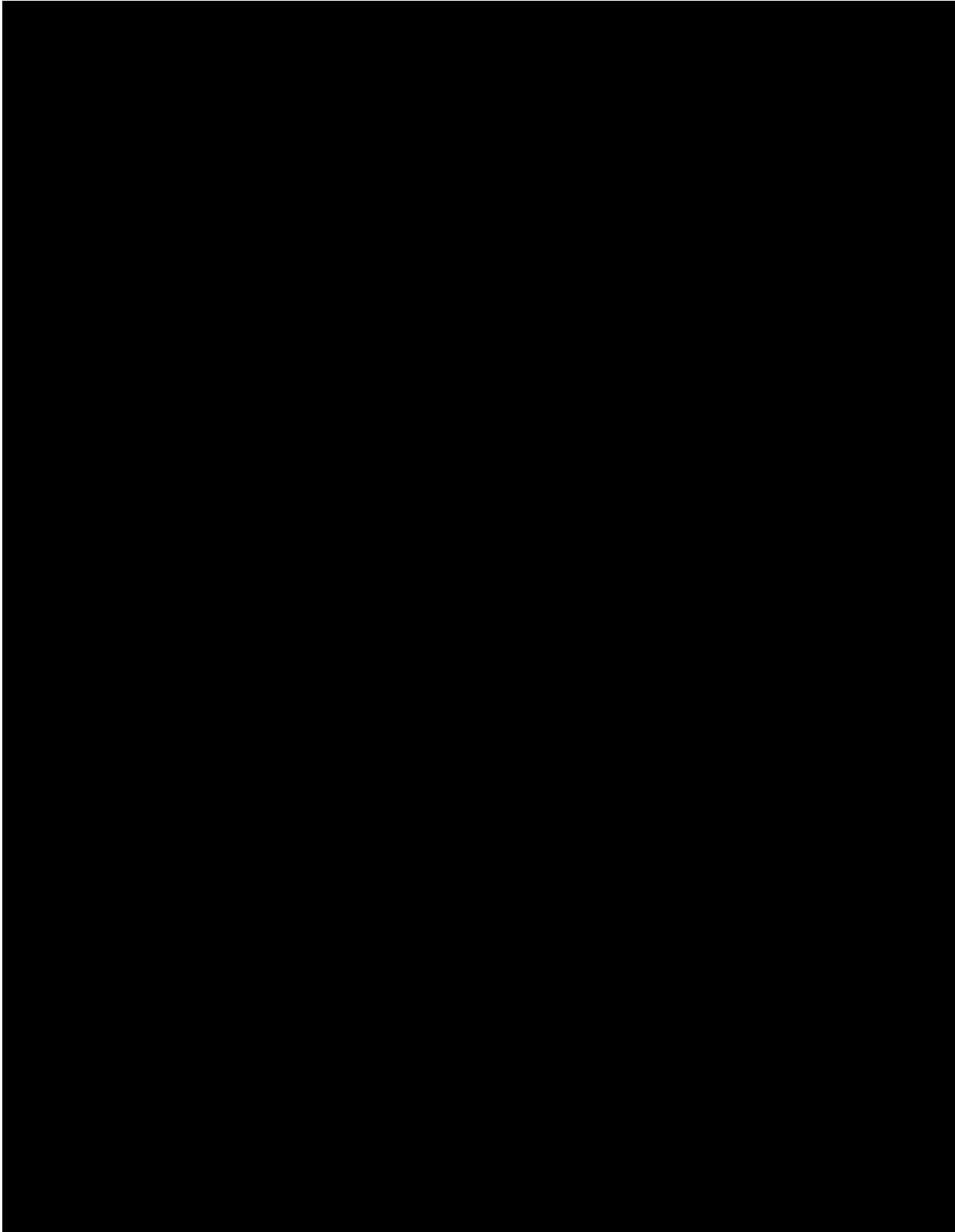
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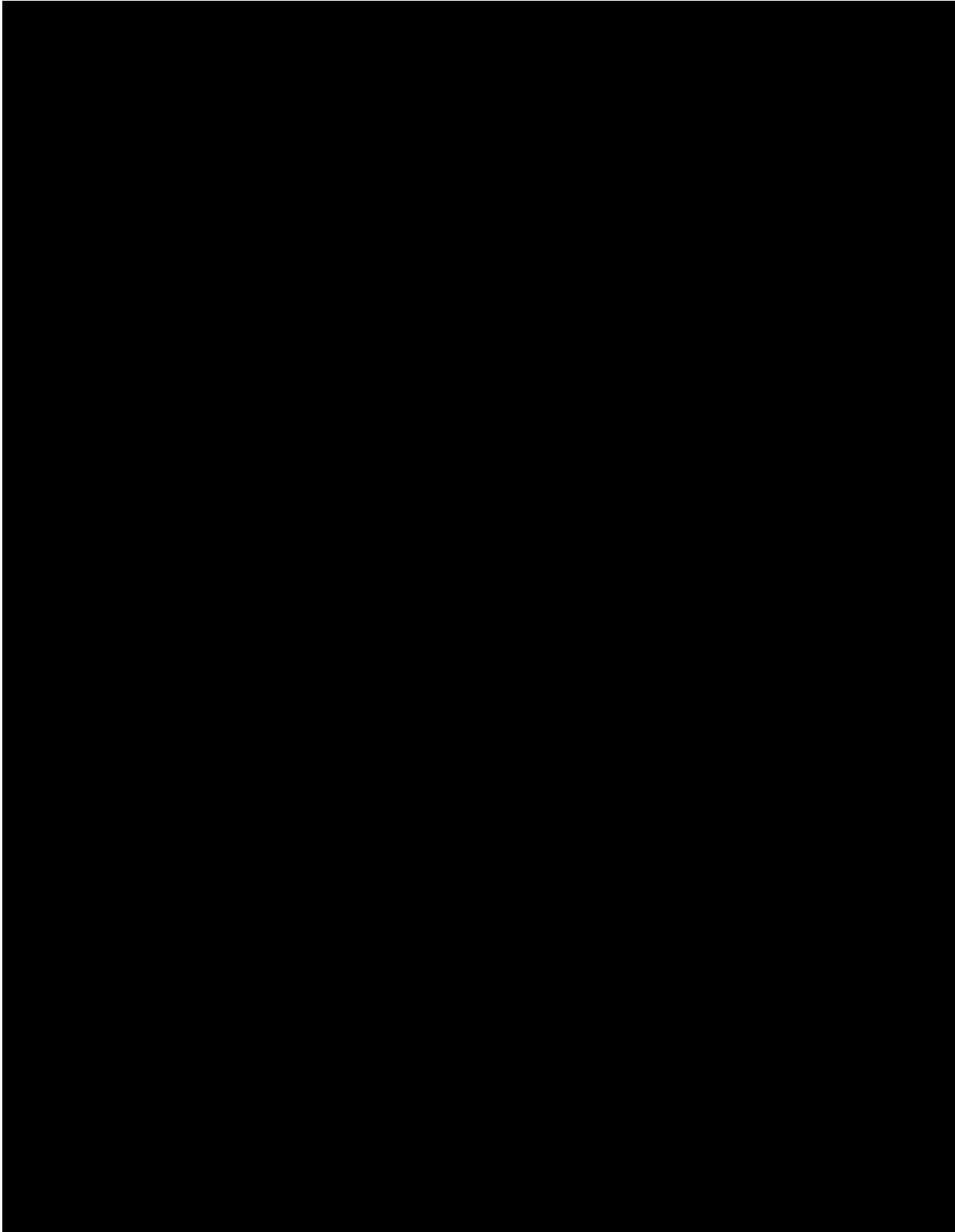
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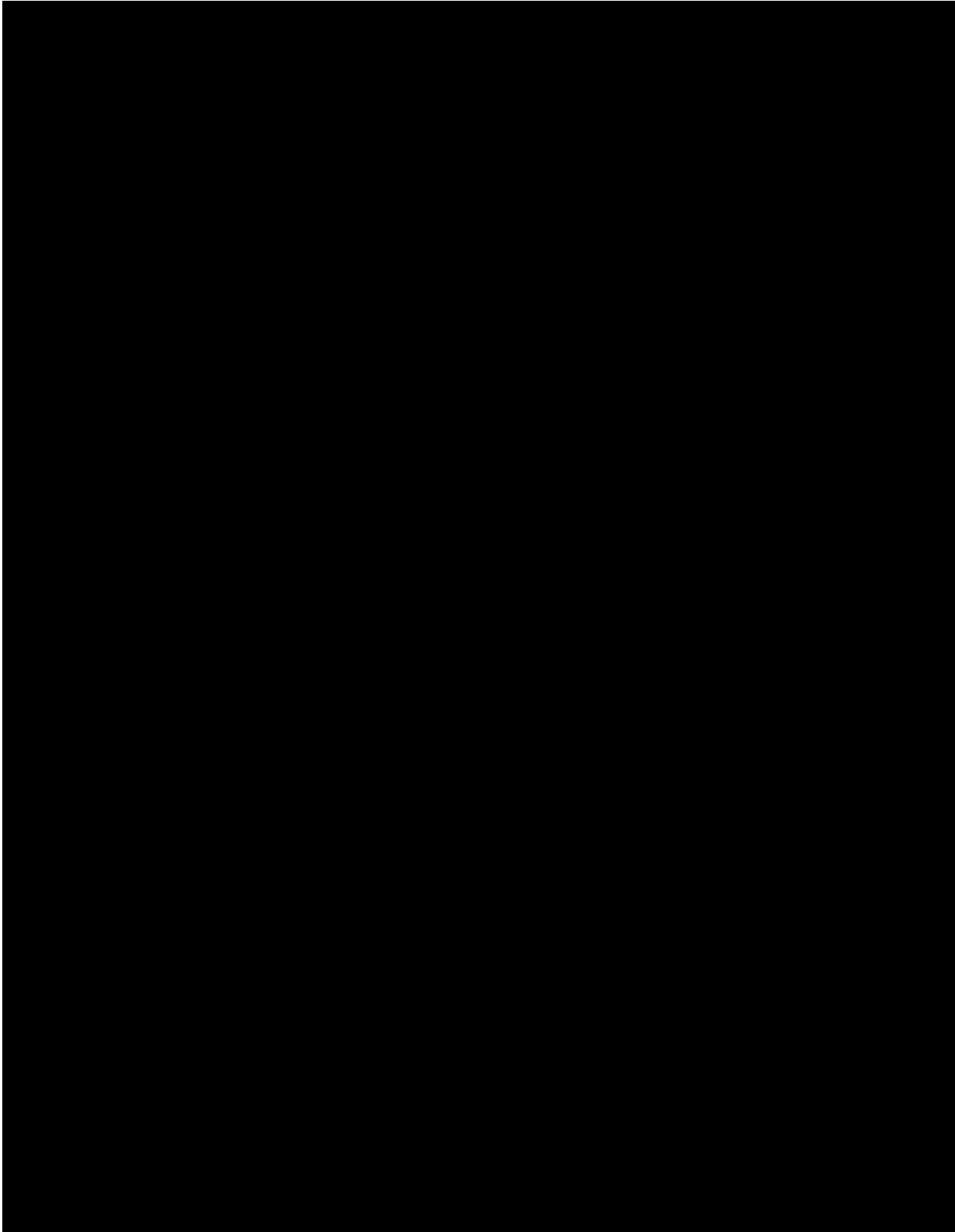
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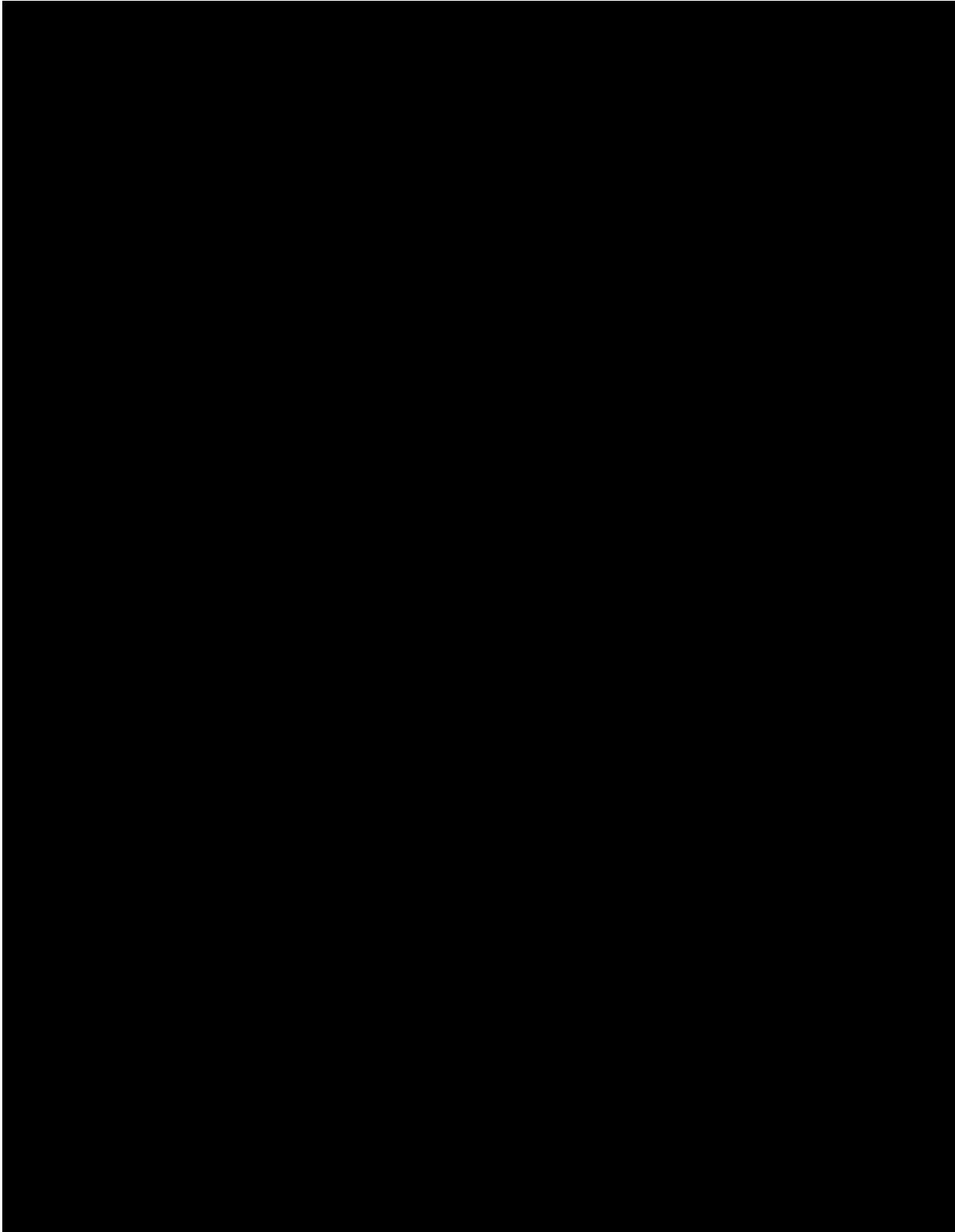
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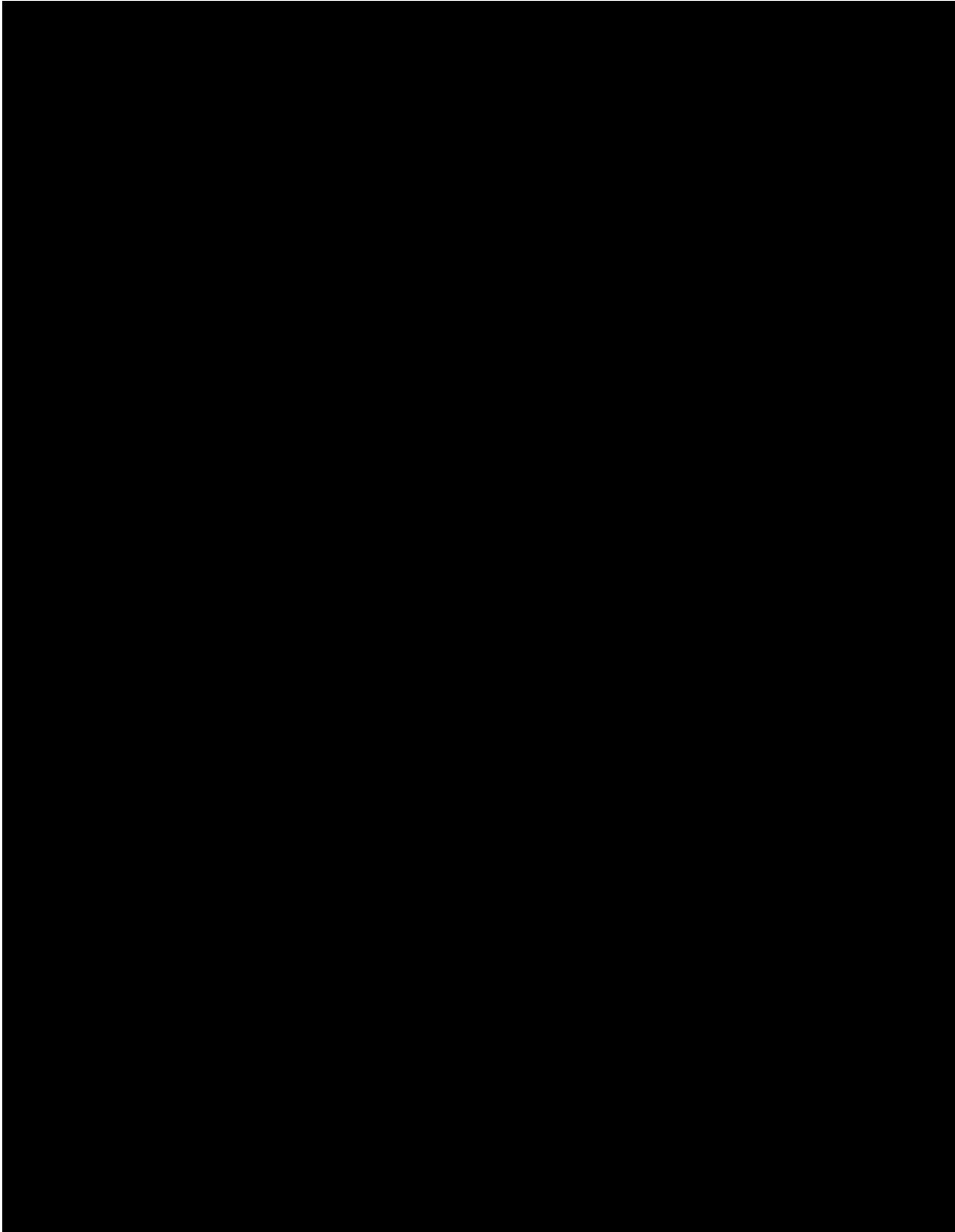
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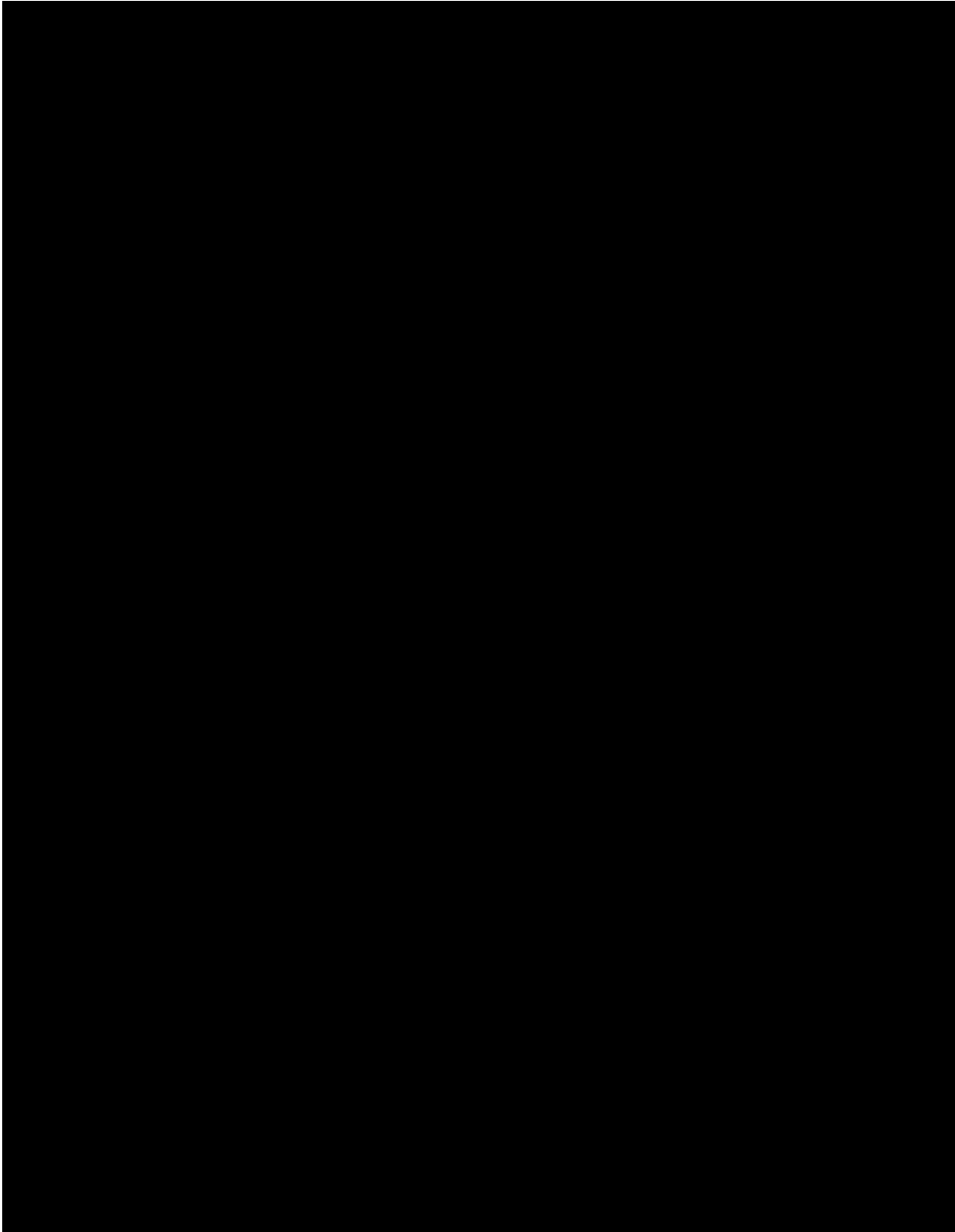
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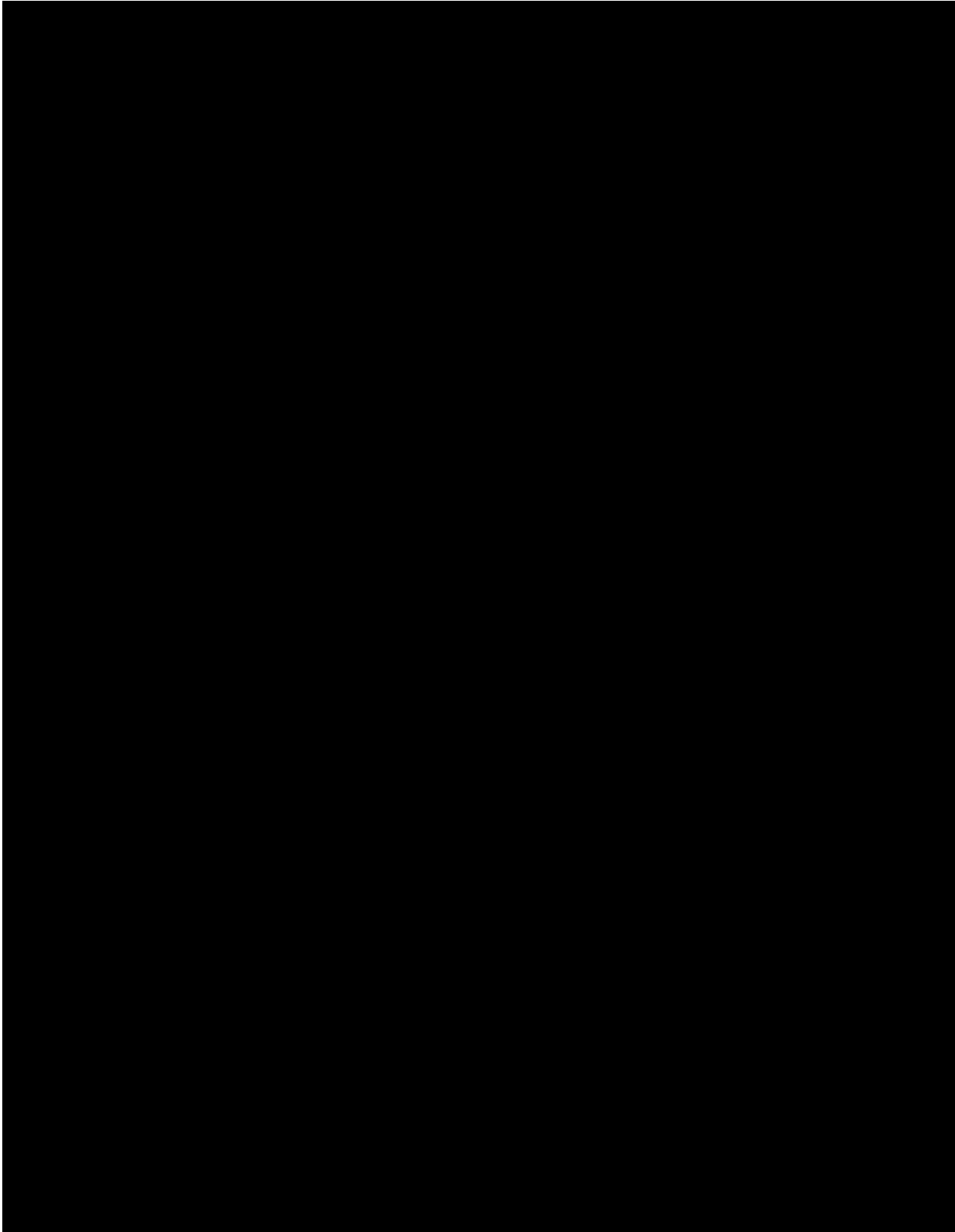
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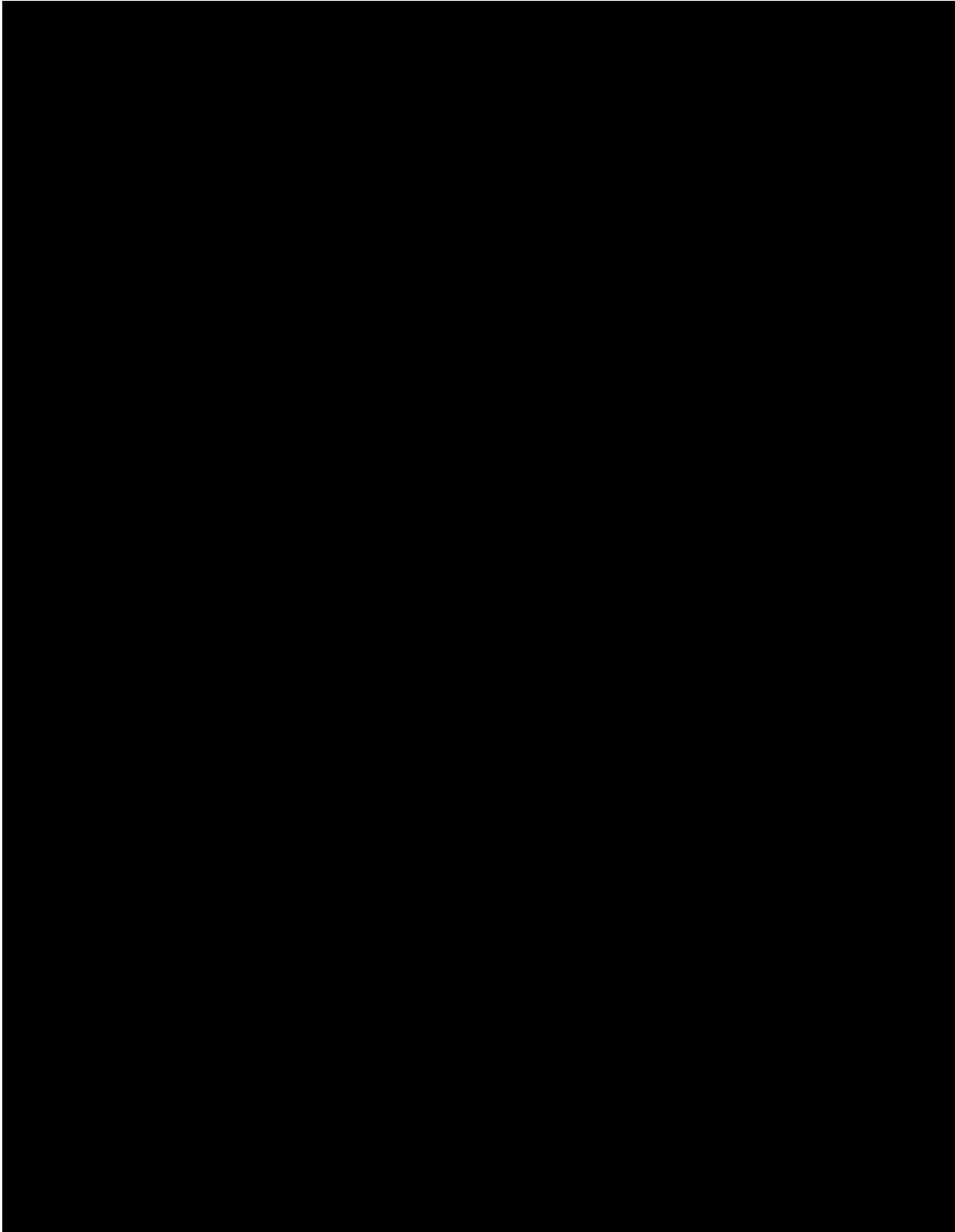
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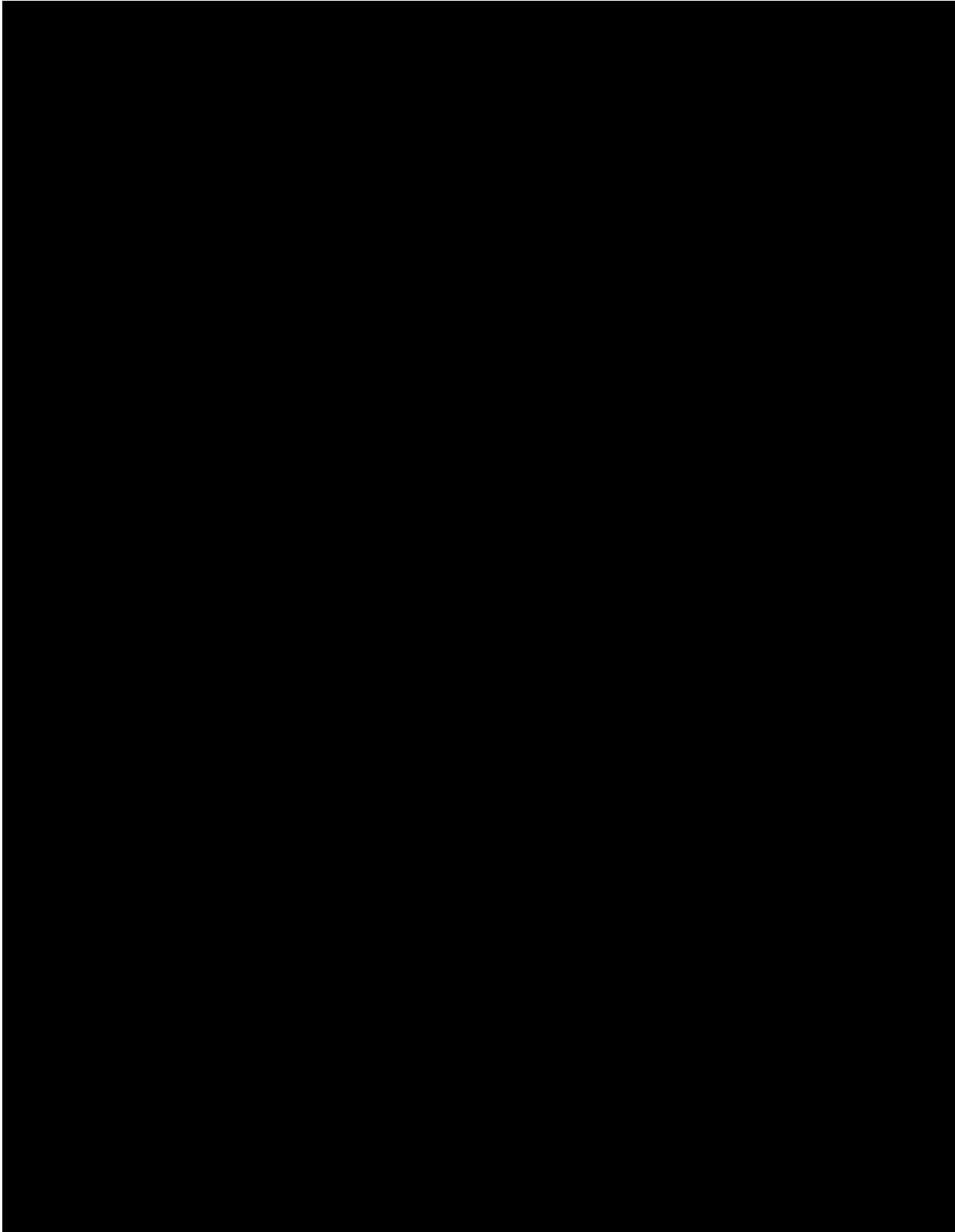
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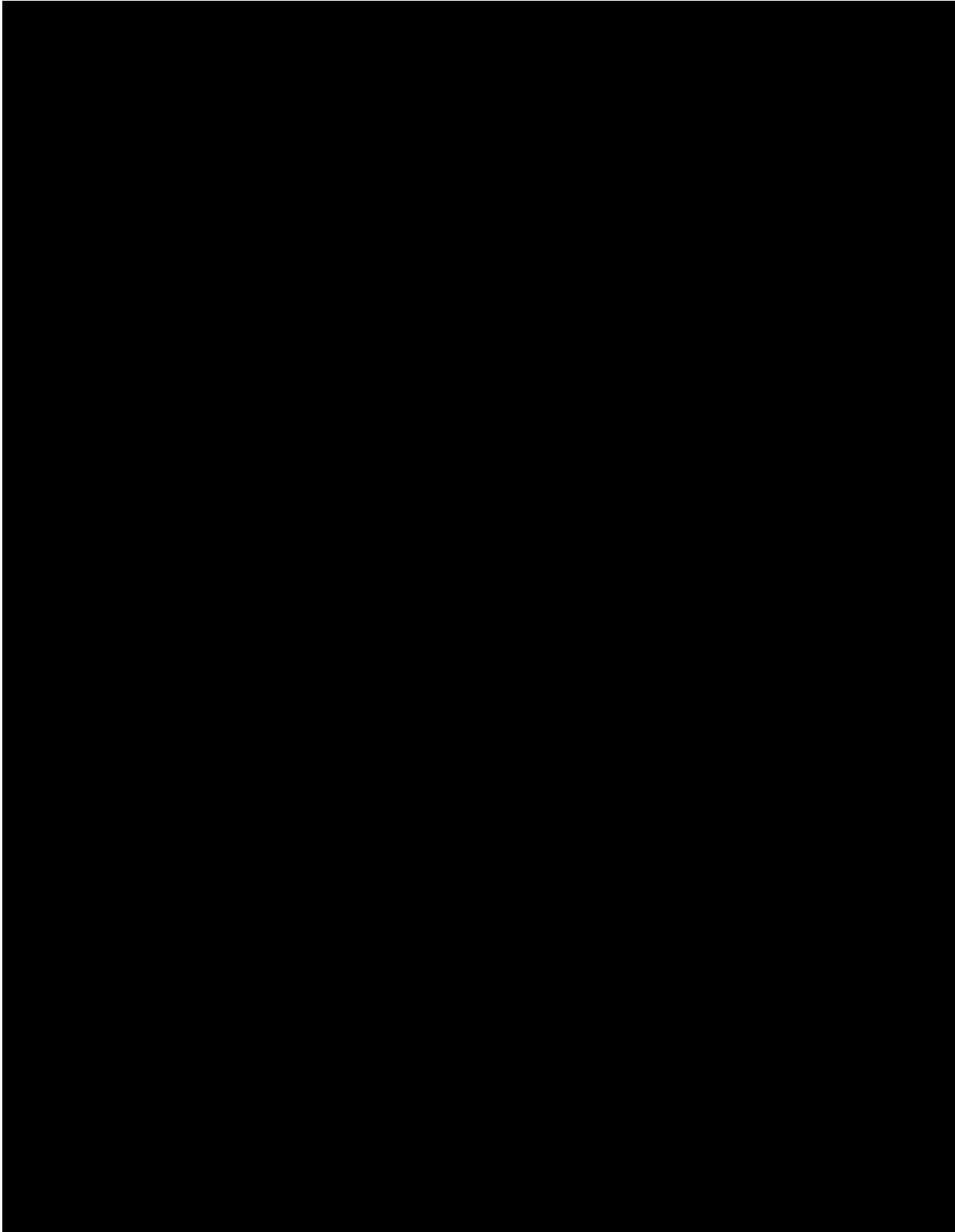
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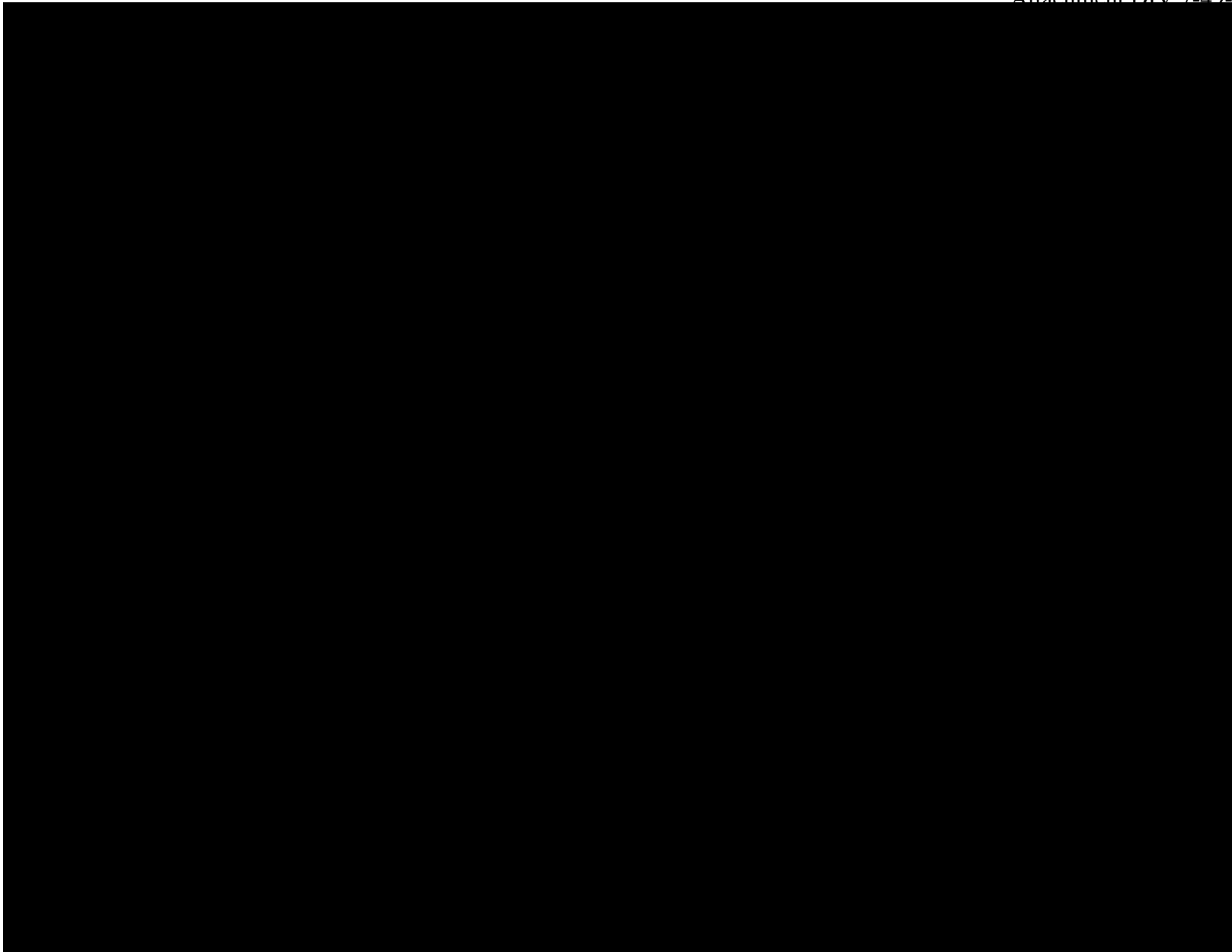
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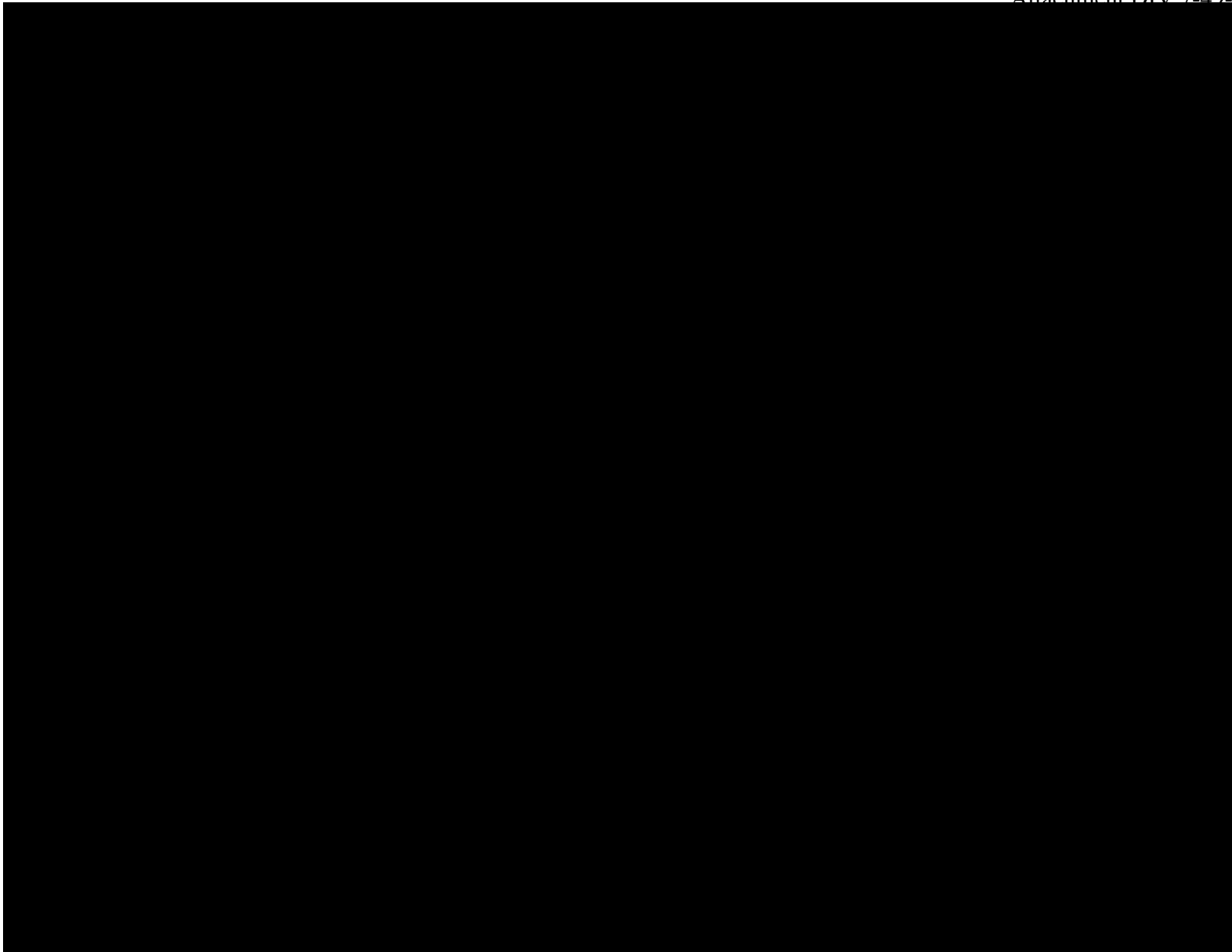
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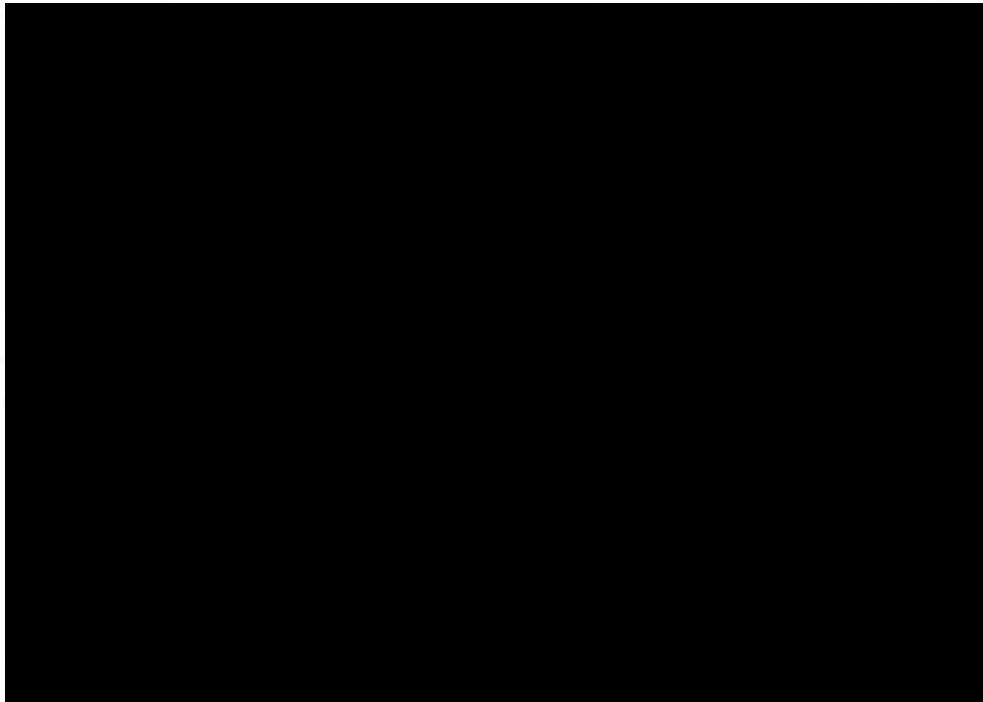
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Statement of Work

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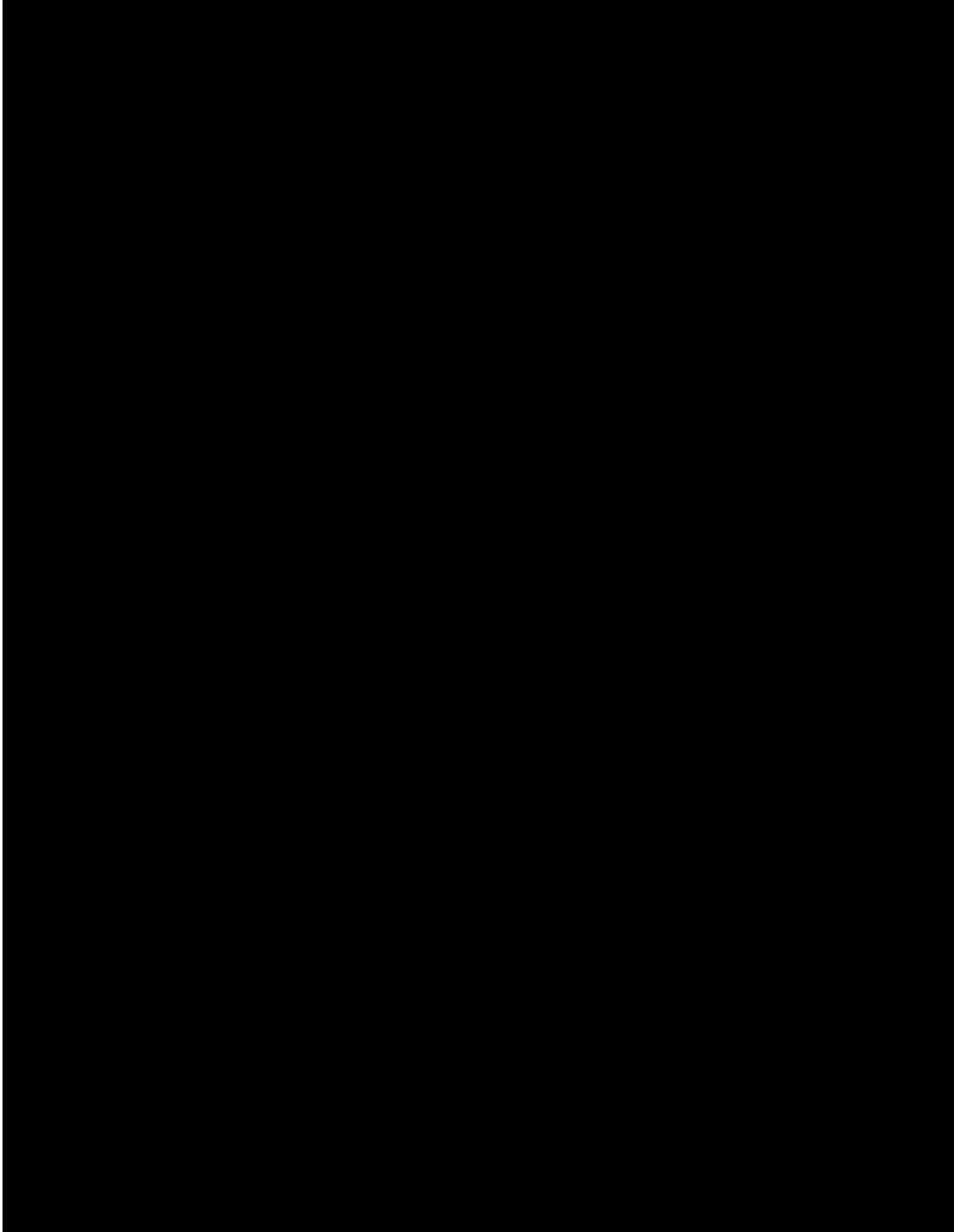
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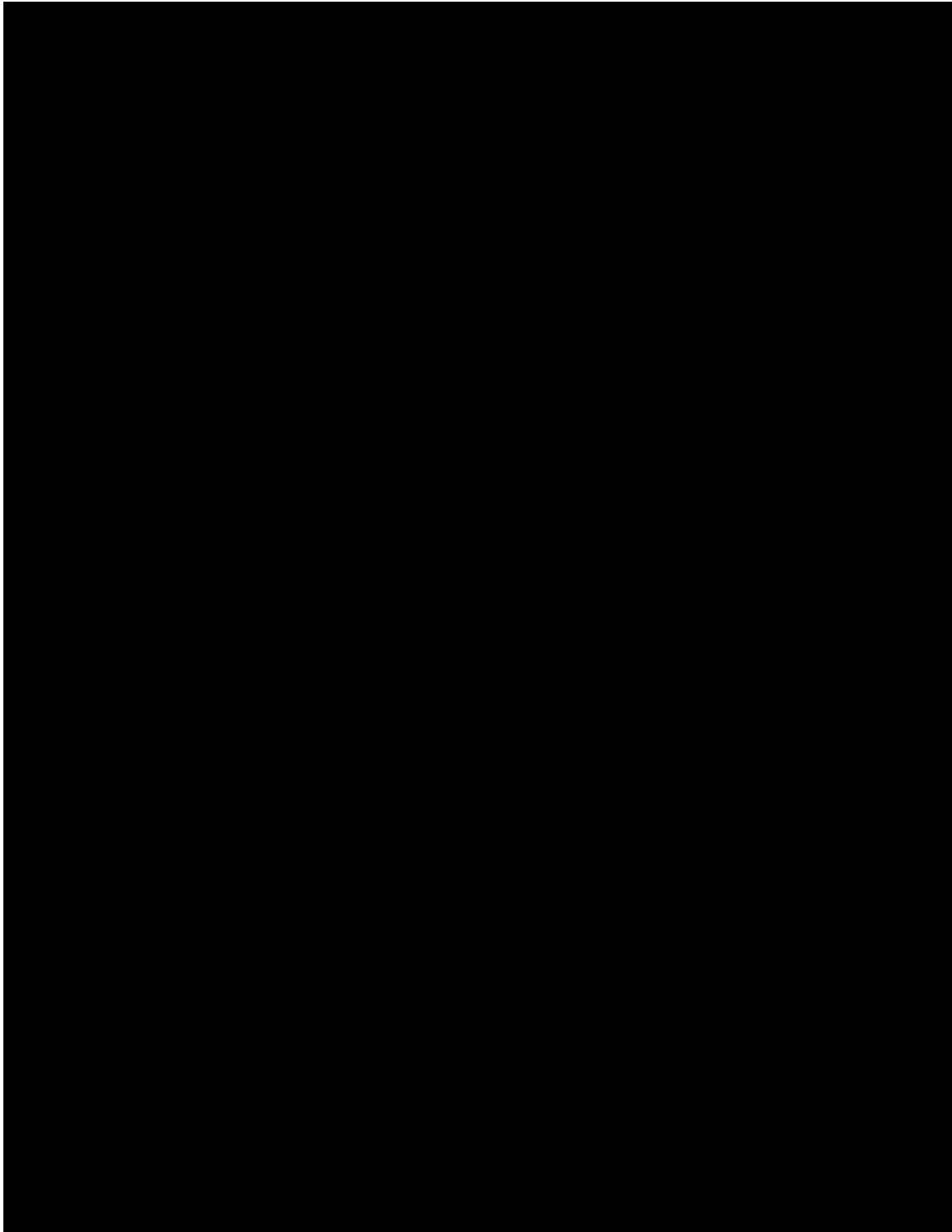
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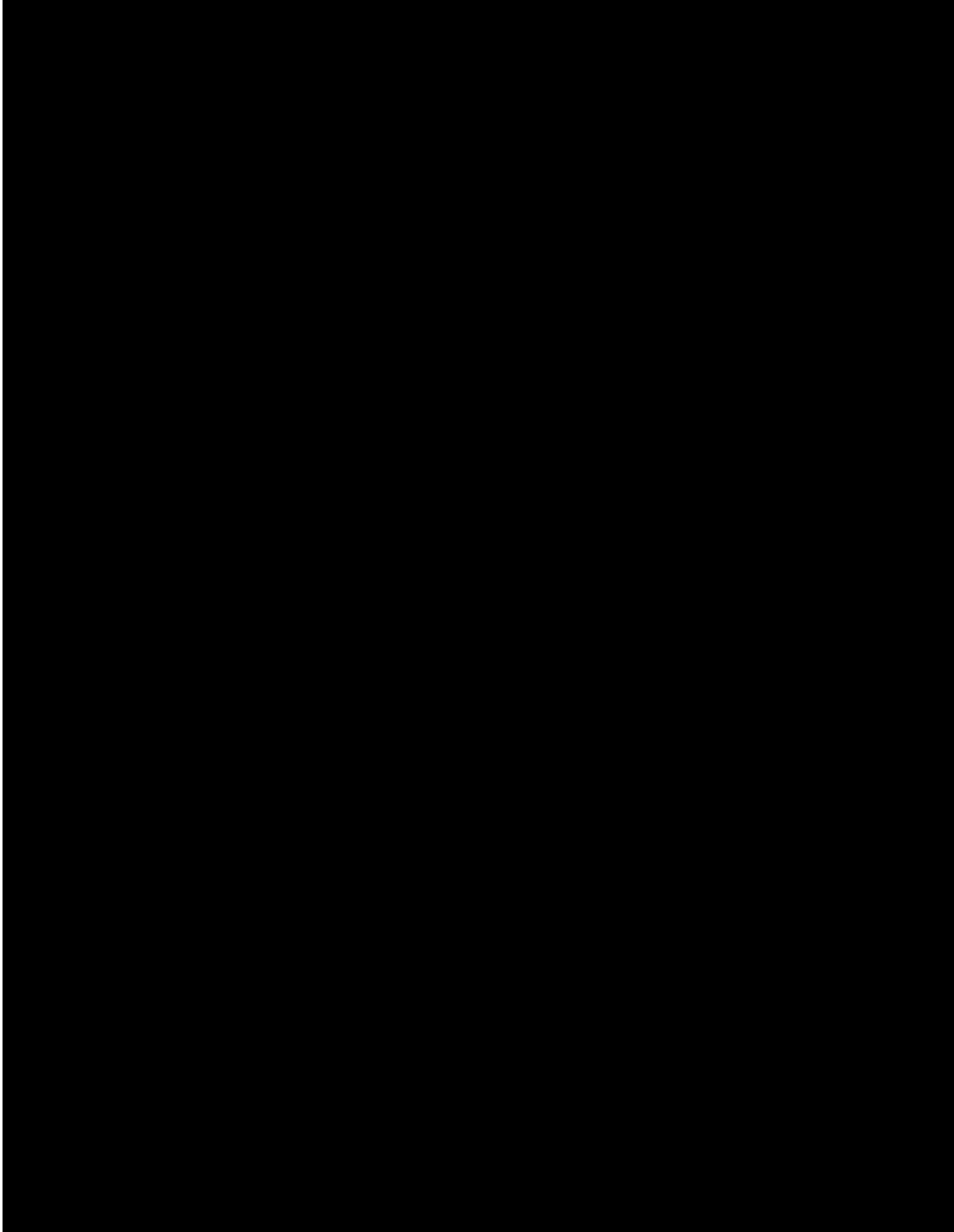
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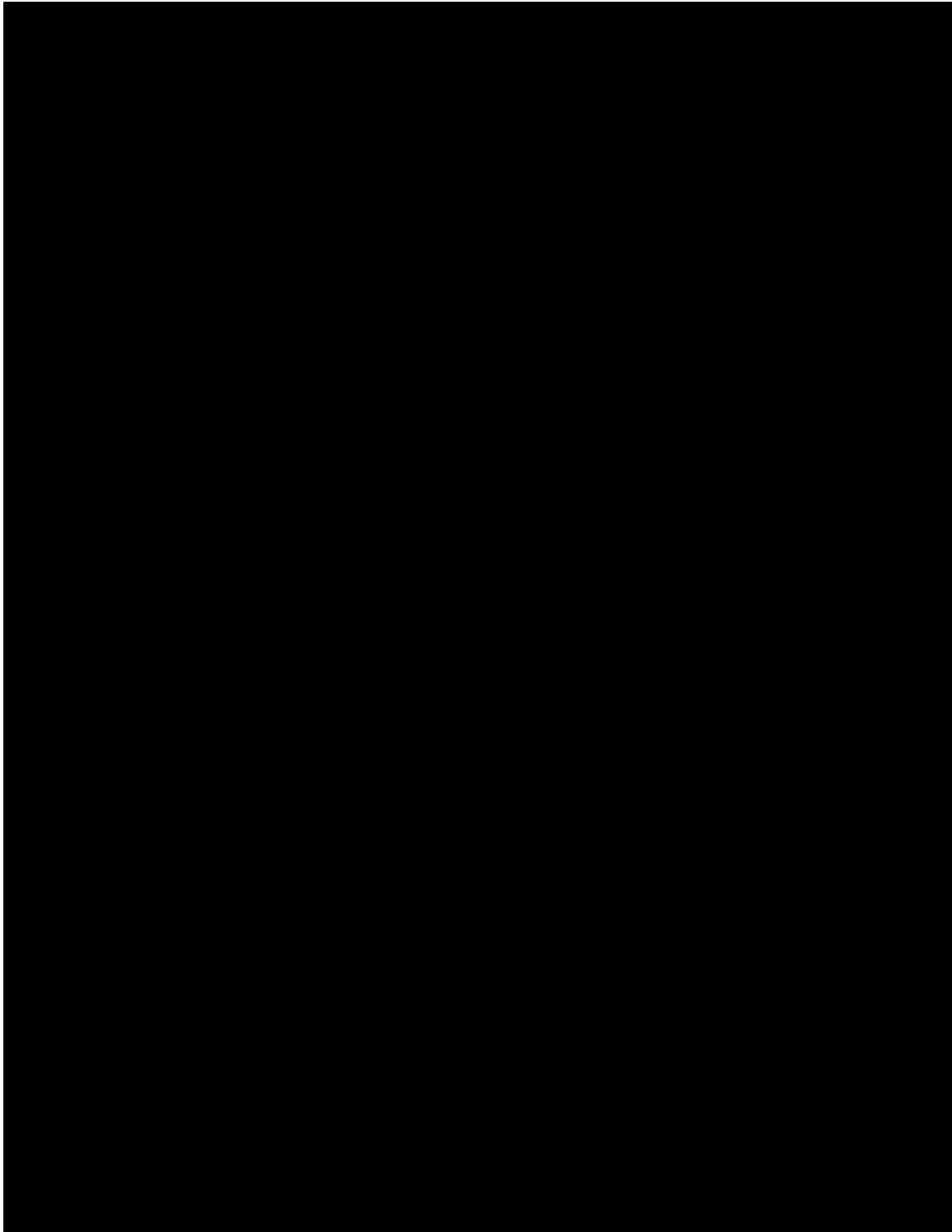
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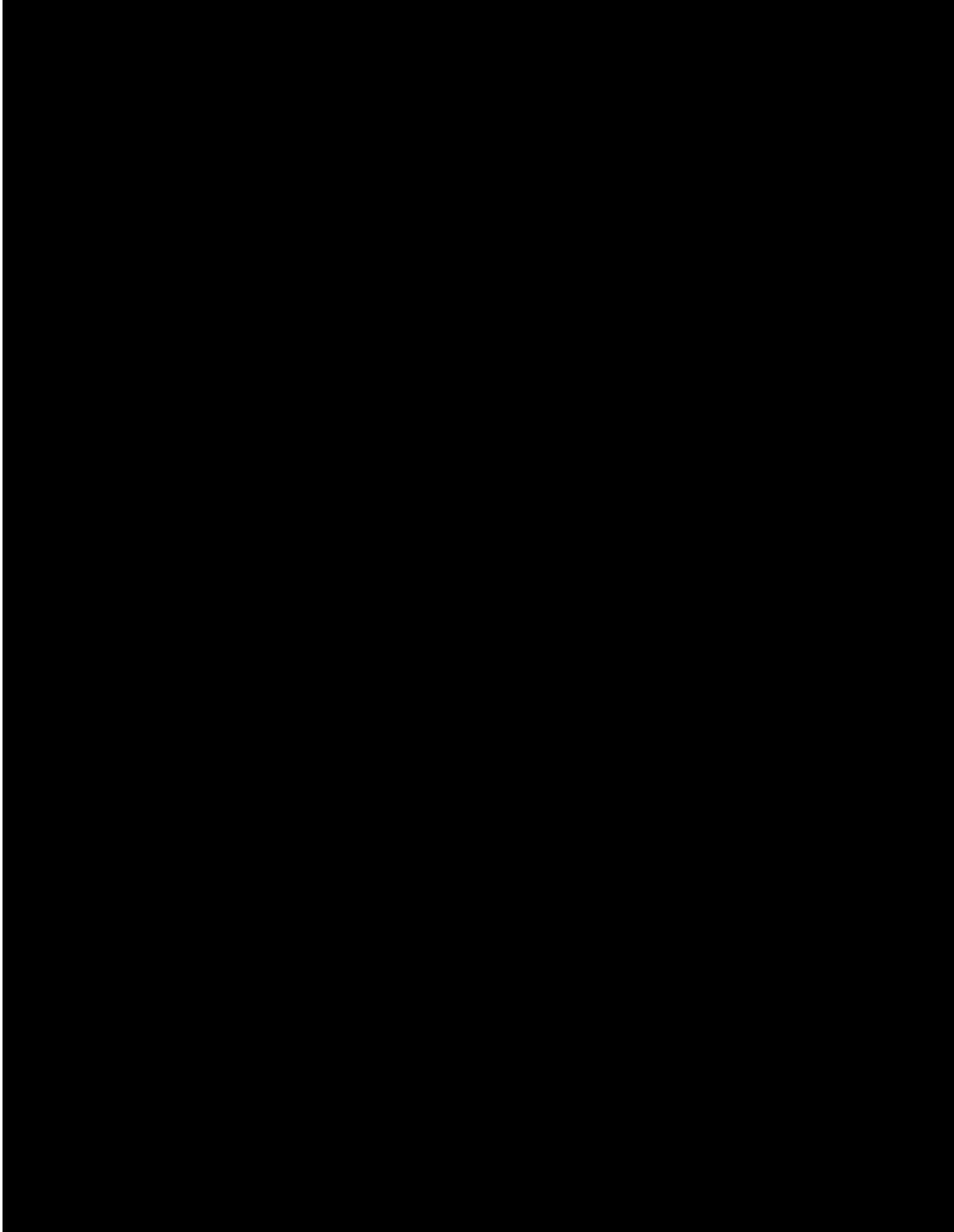
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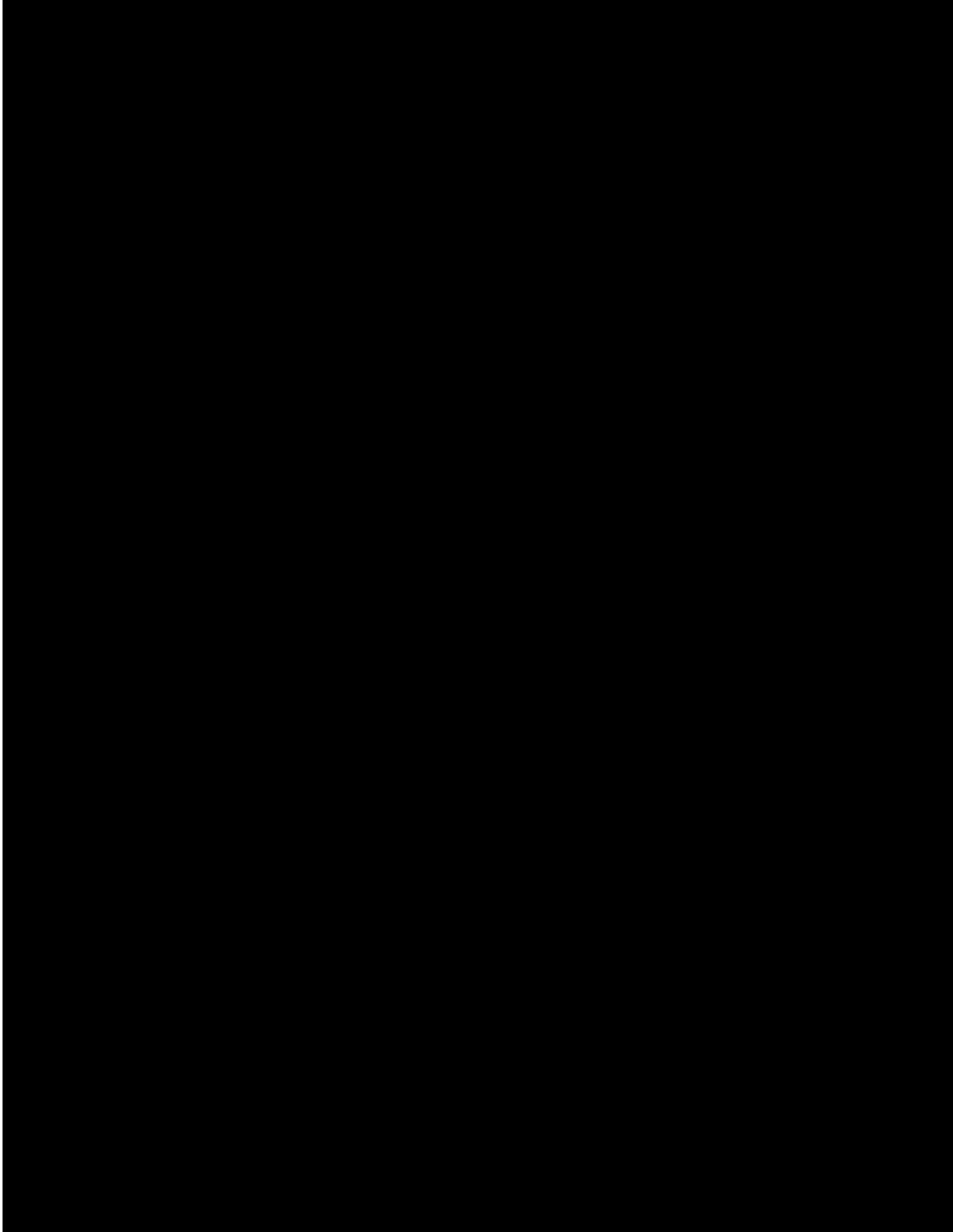
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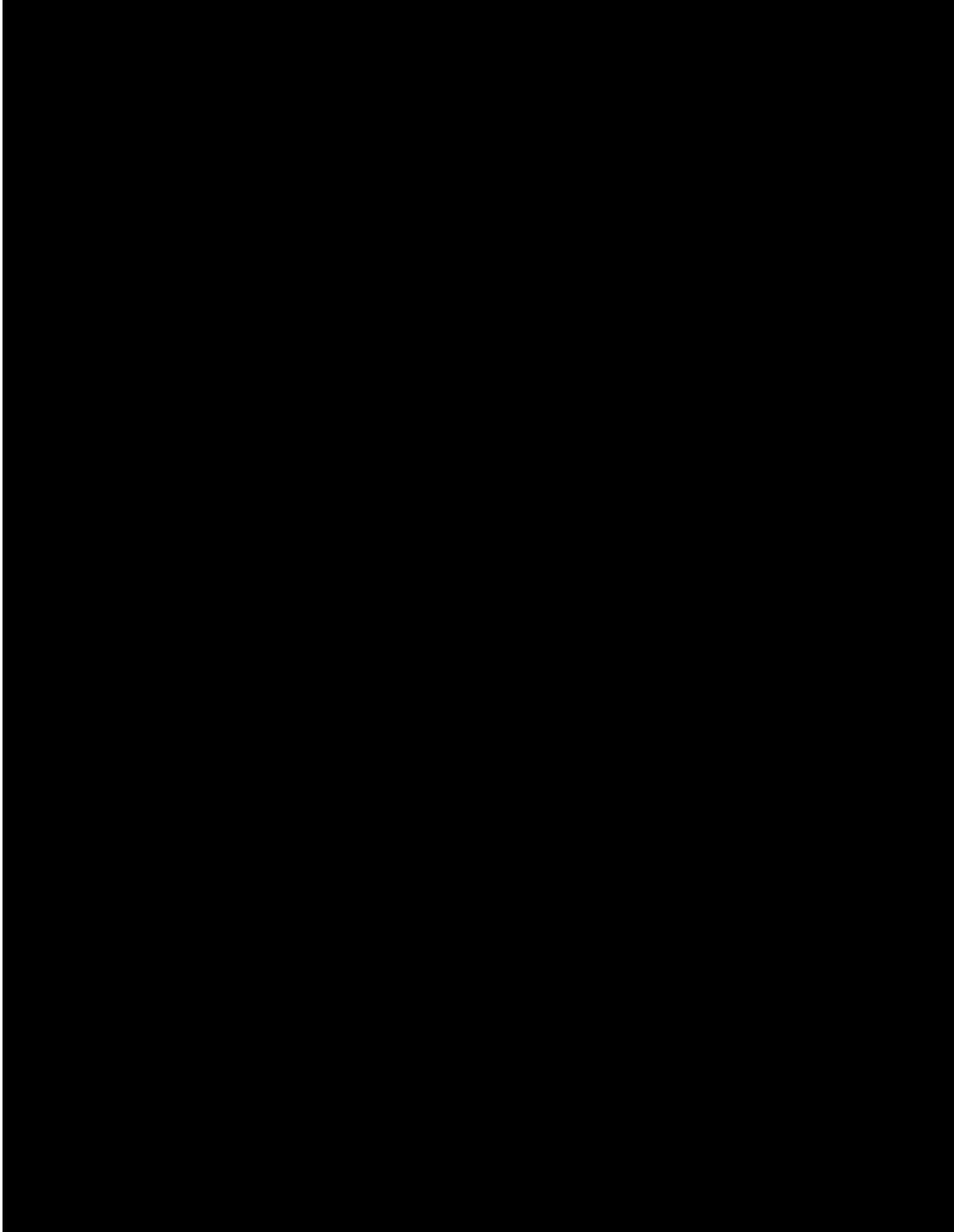
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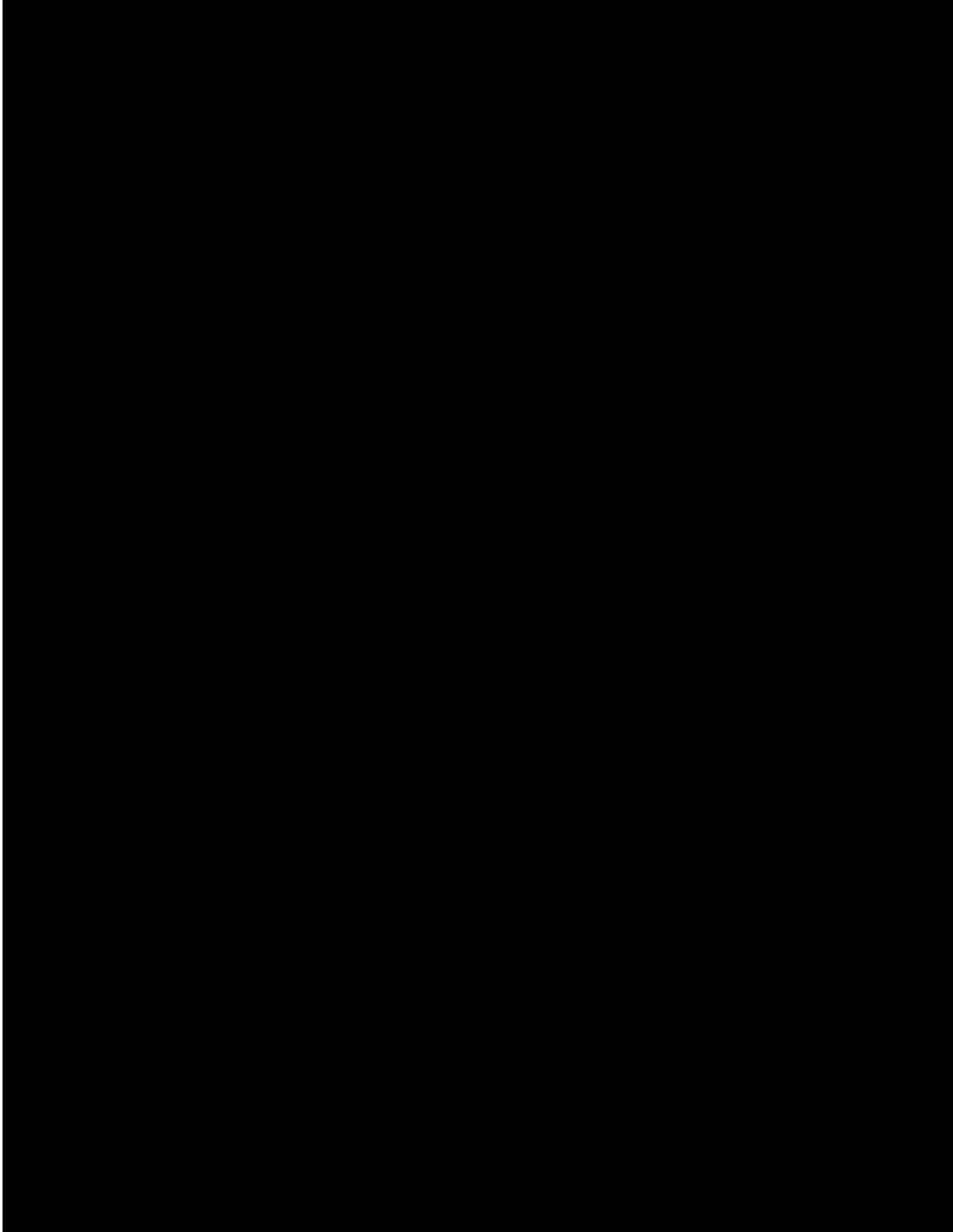
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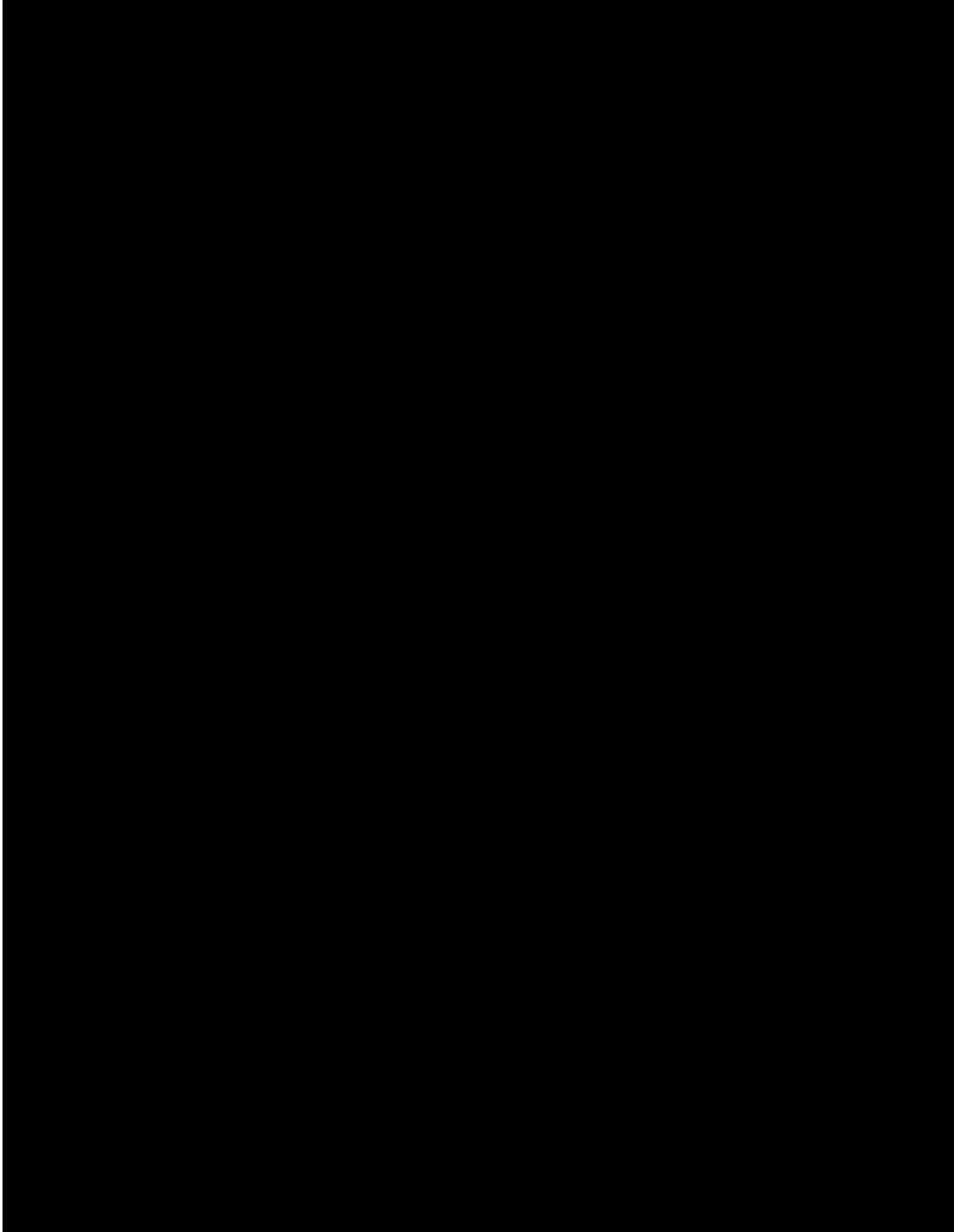
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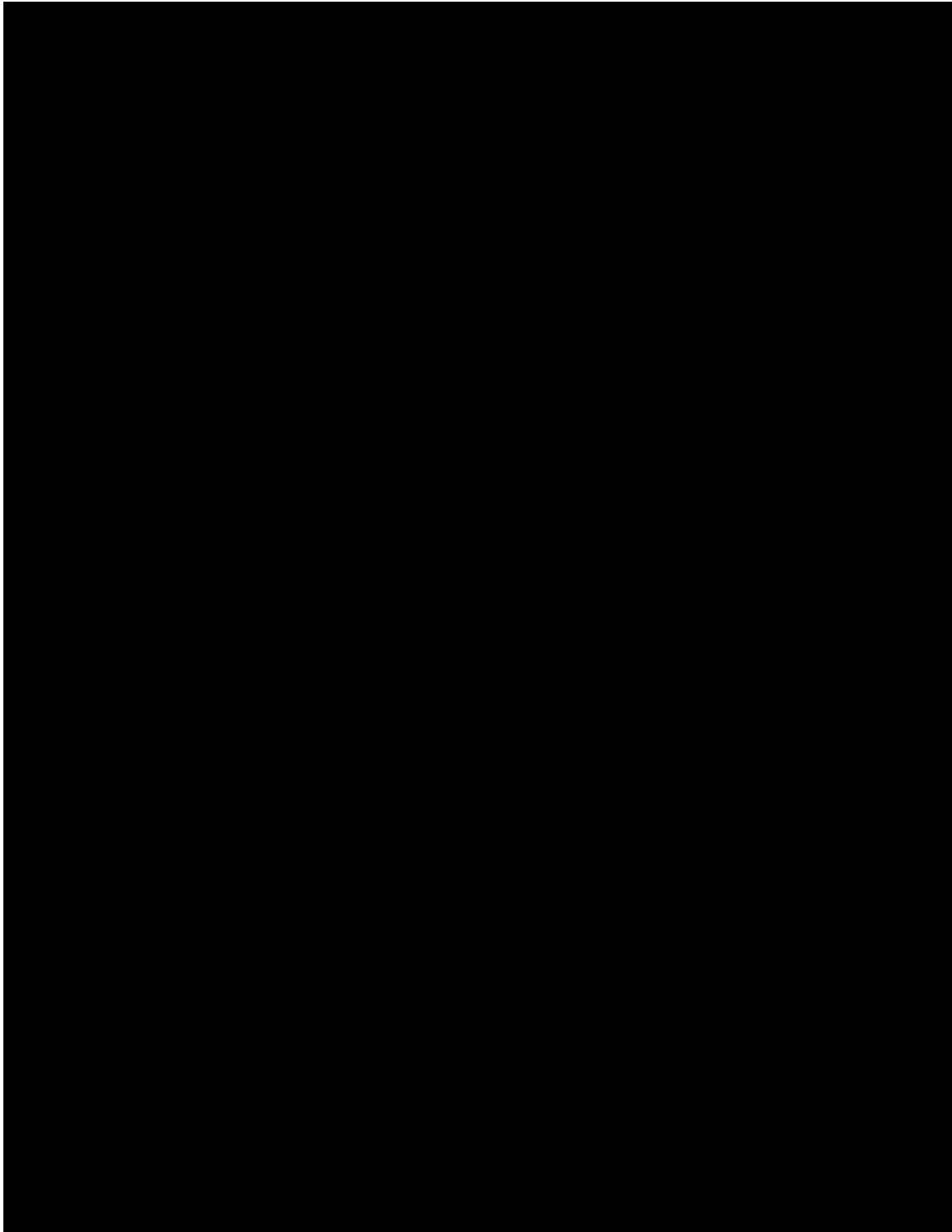
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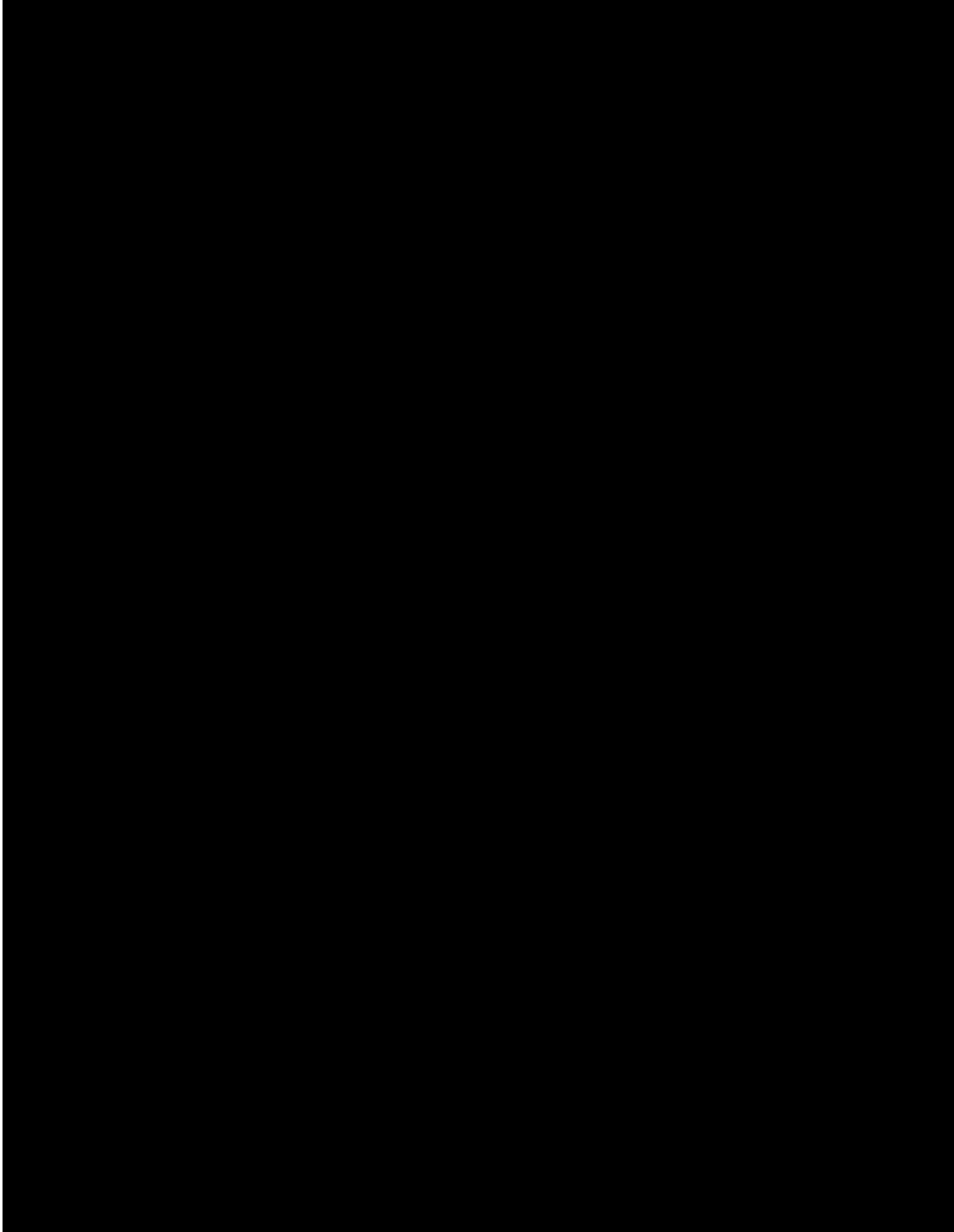
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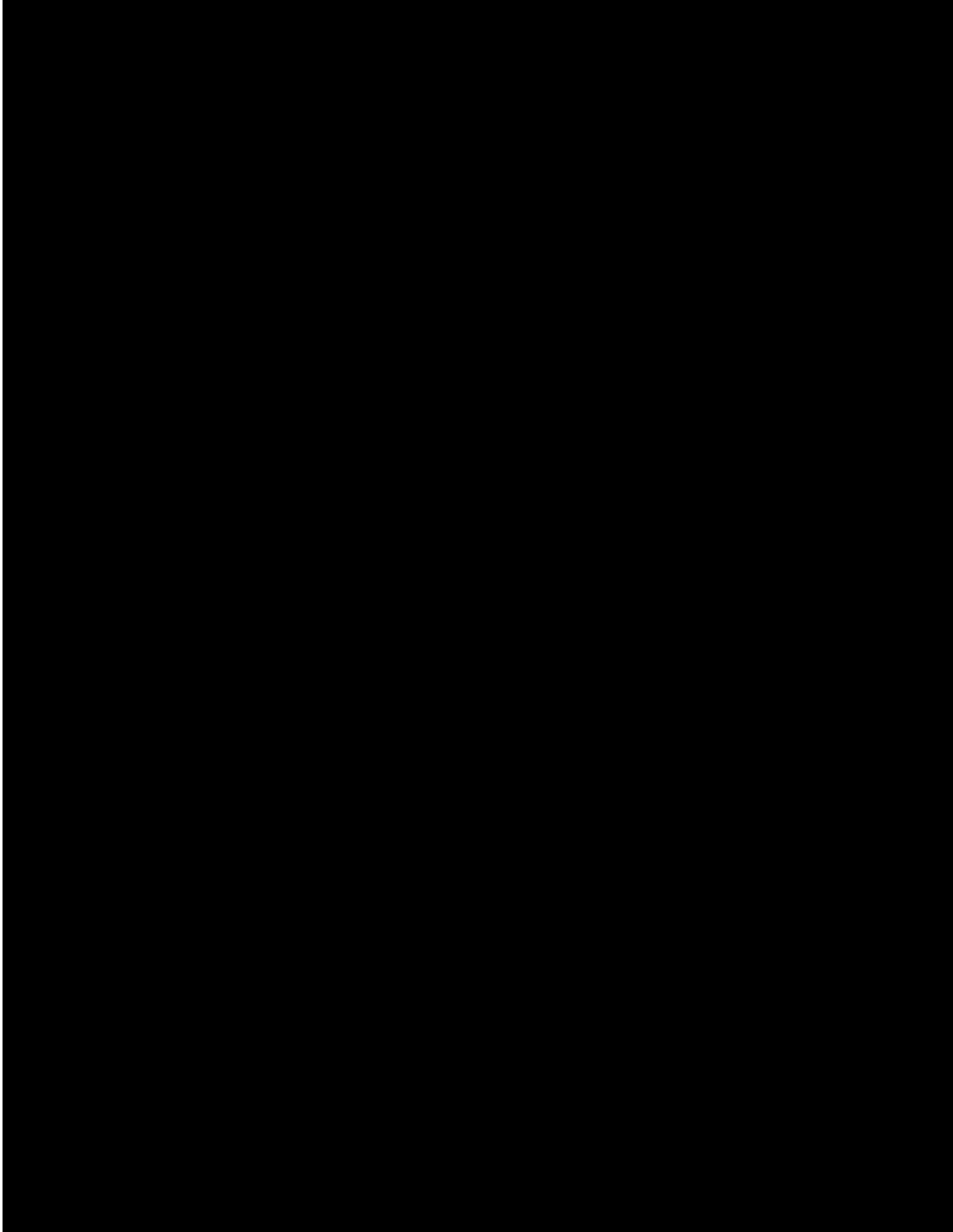
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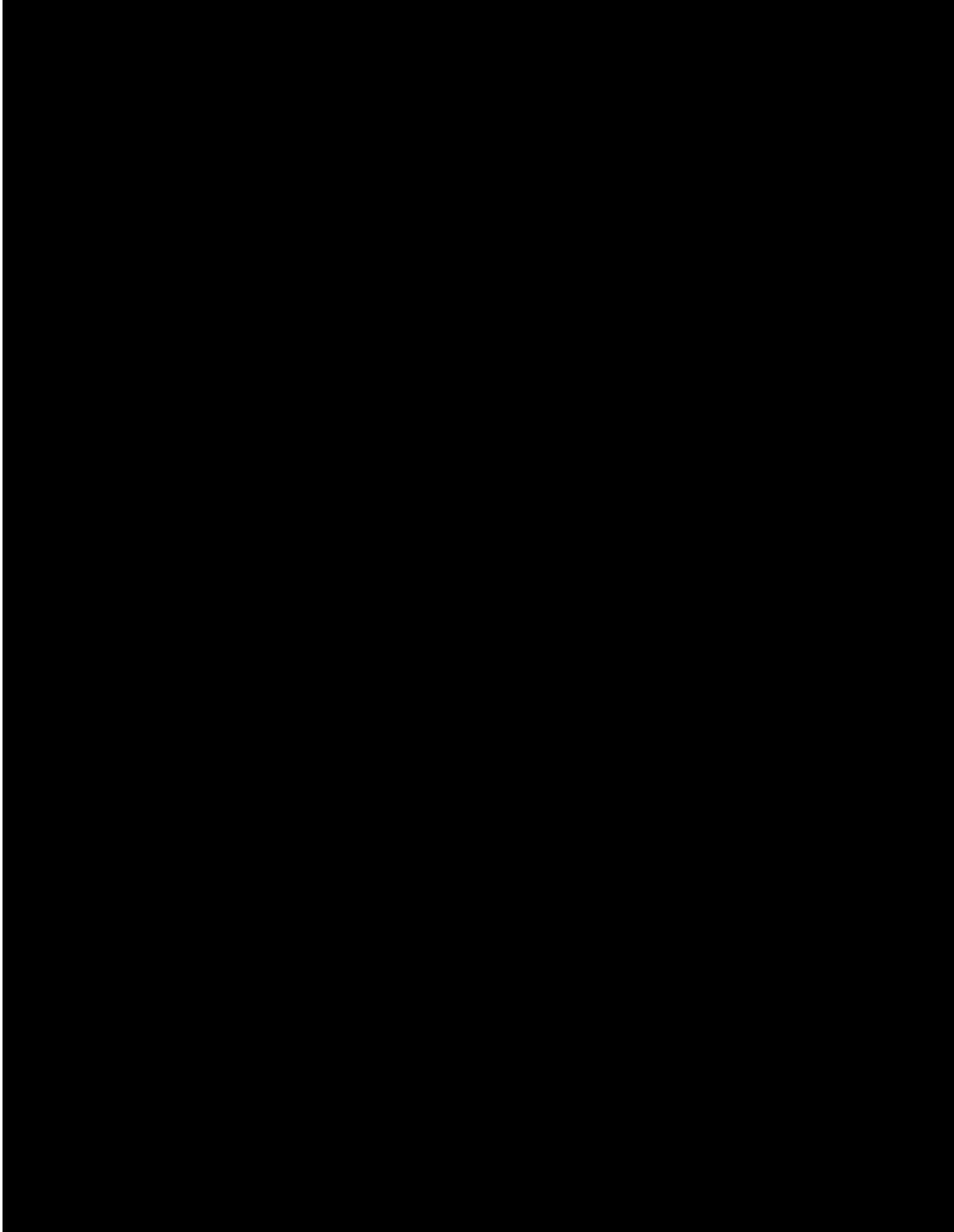
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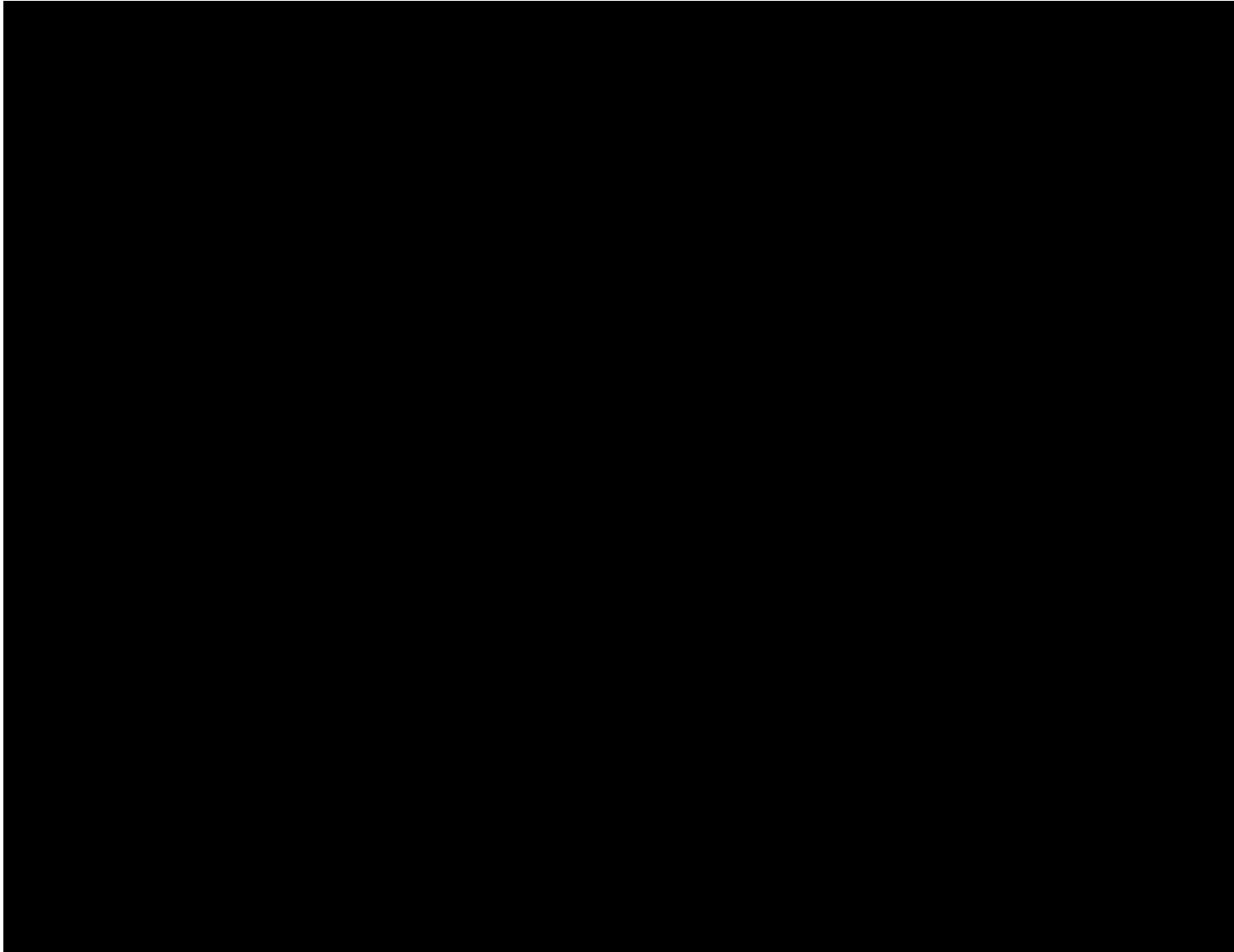
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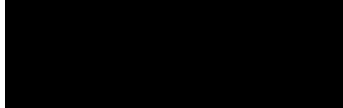


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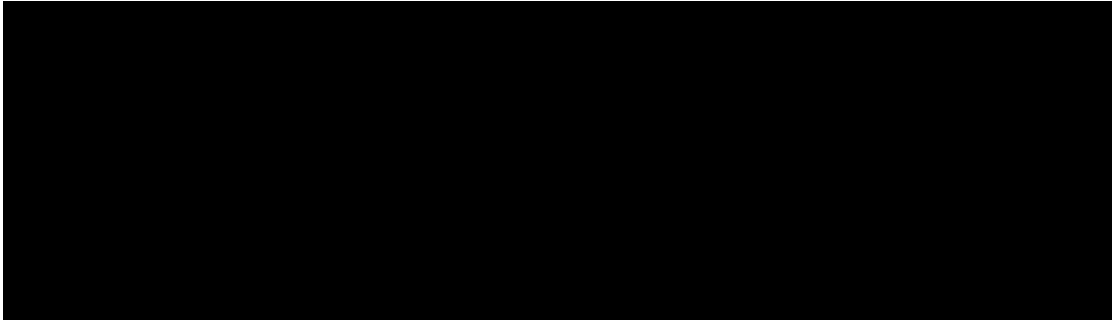




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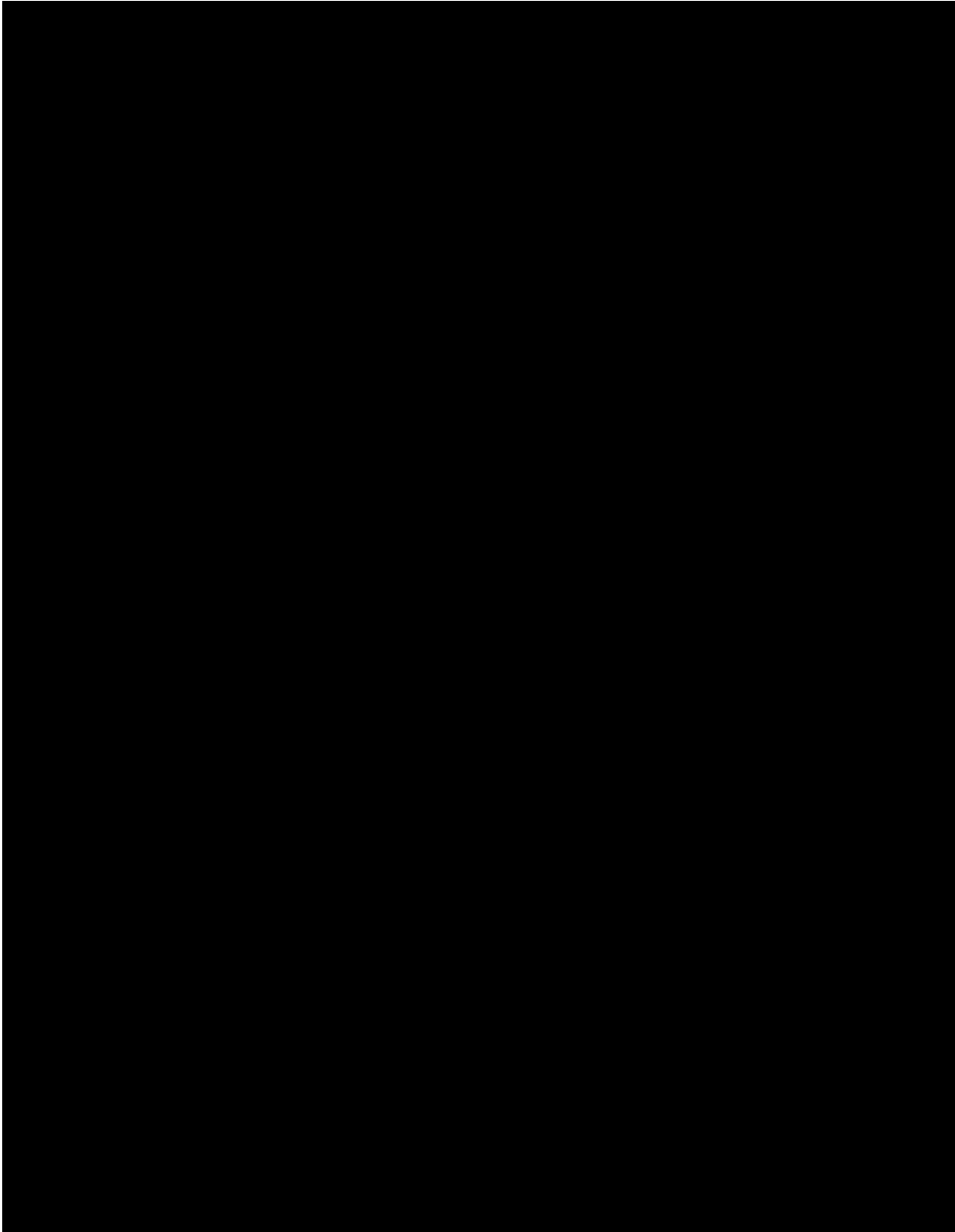
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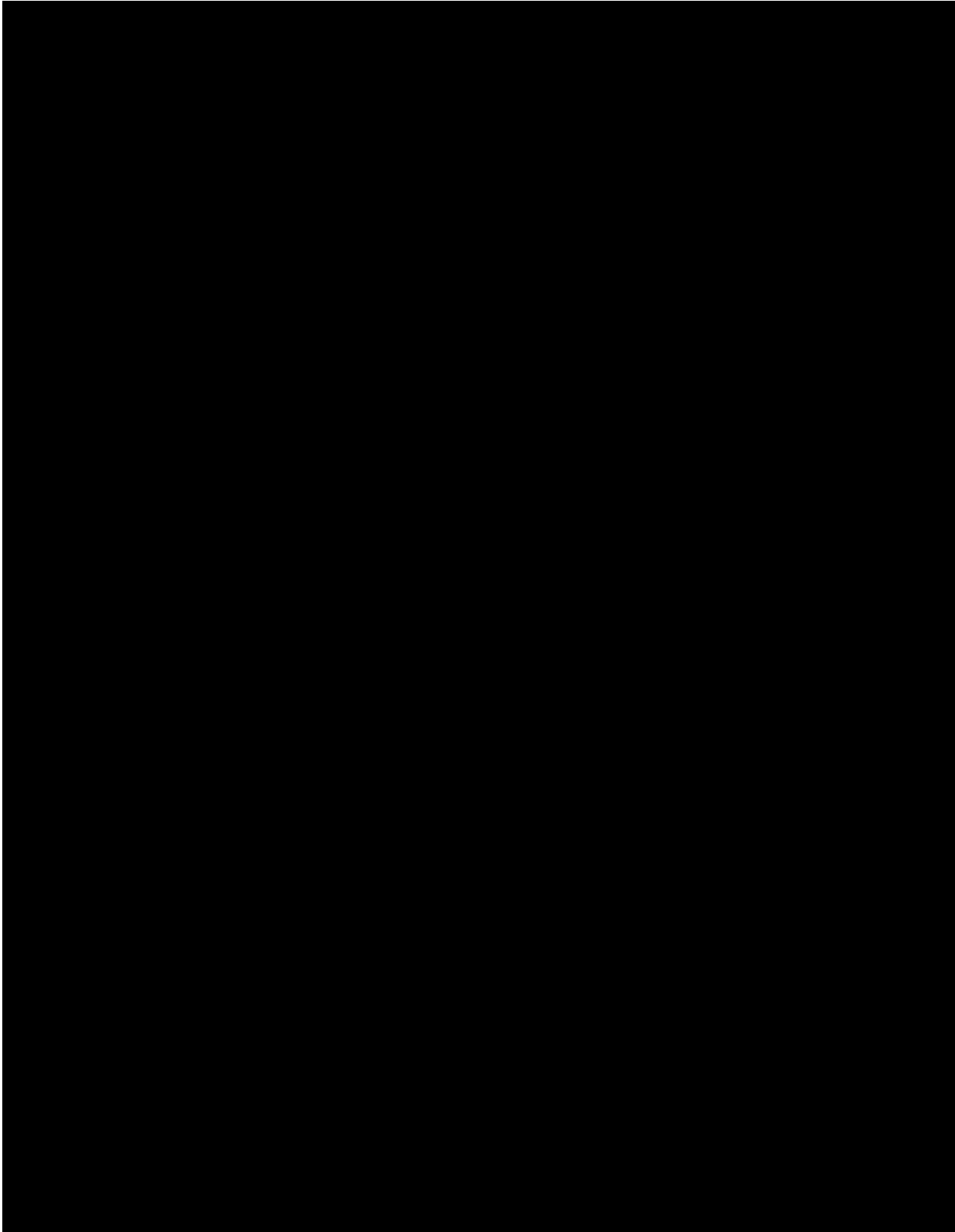
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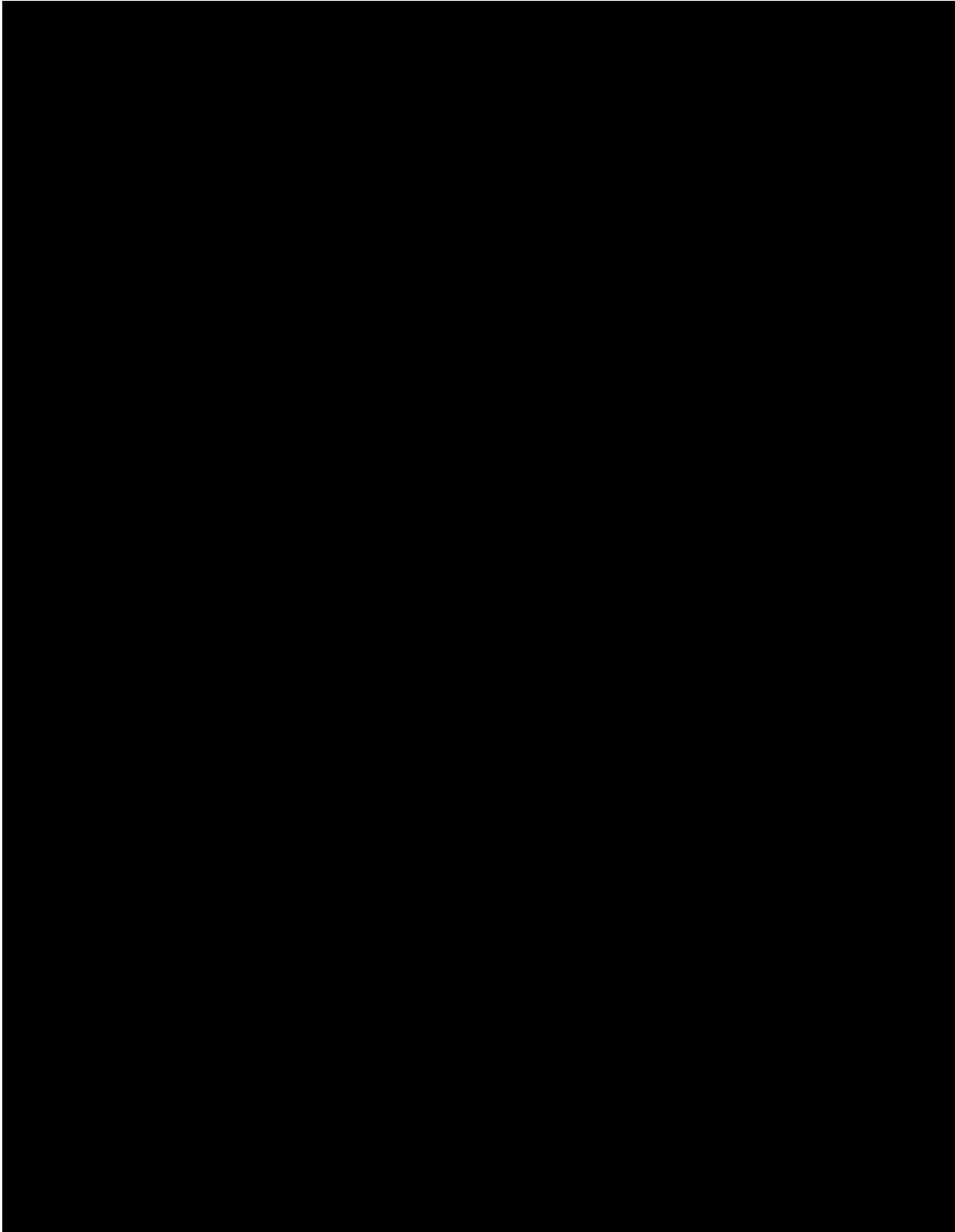
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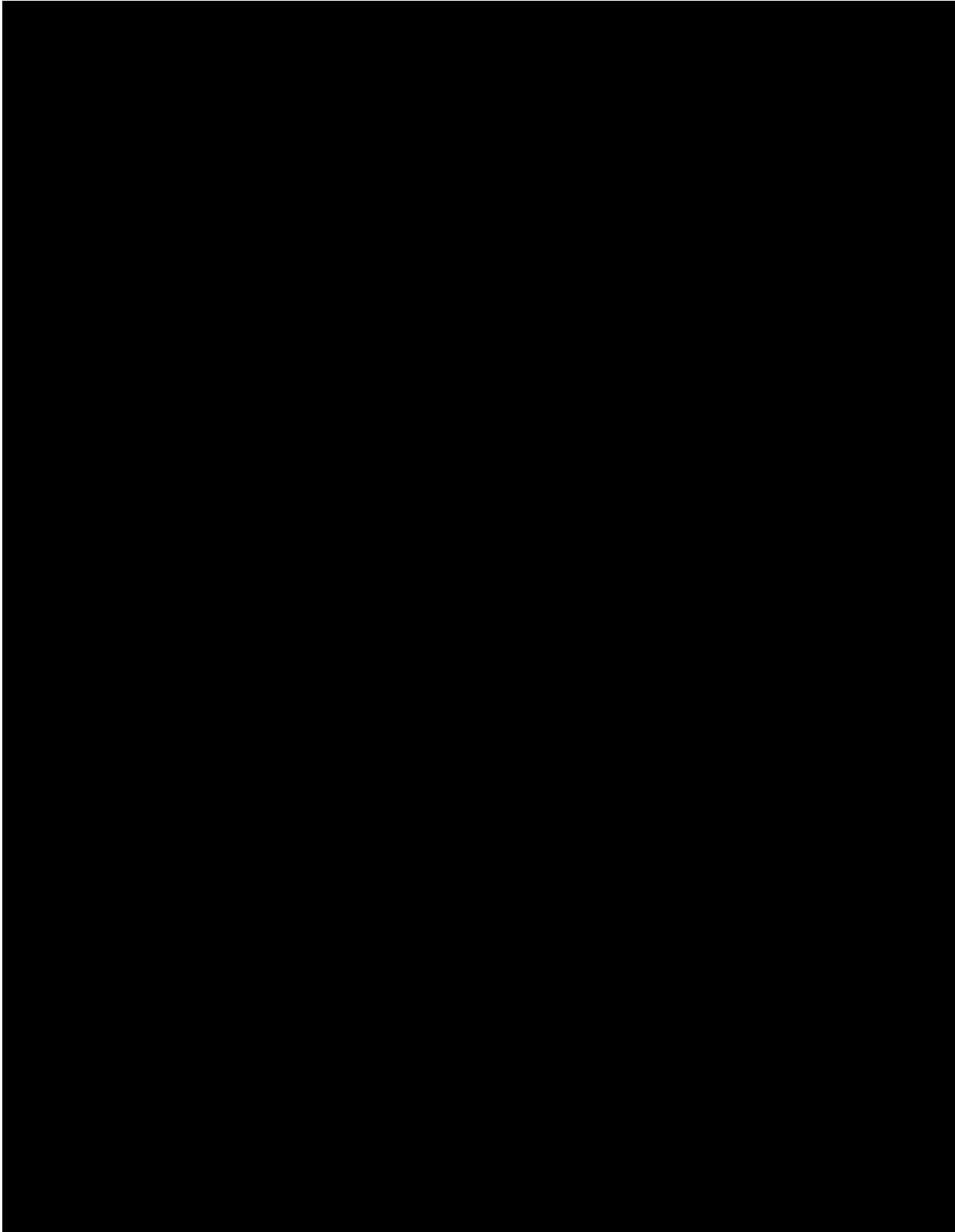
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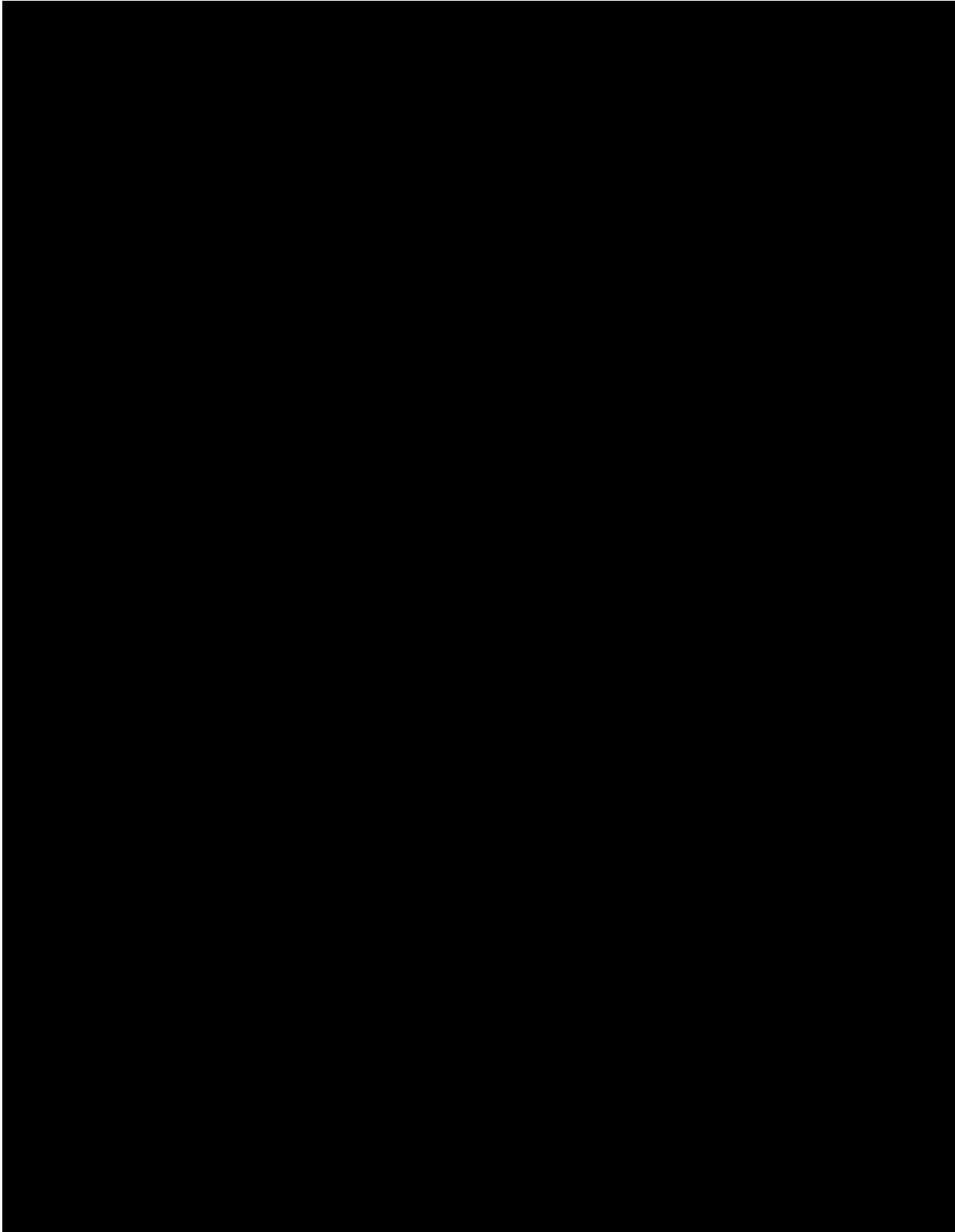
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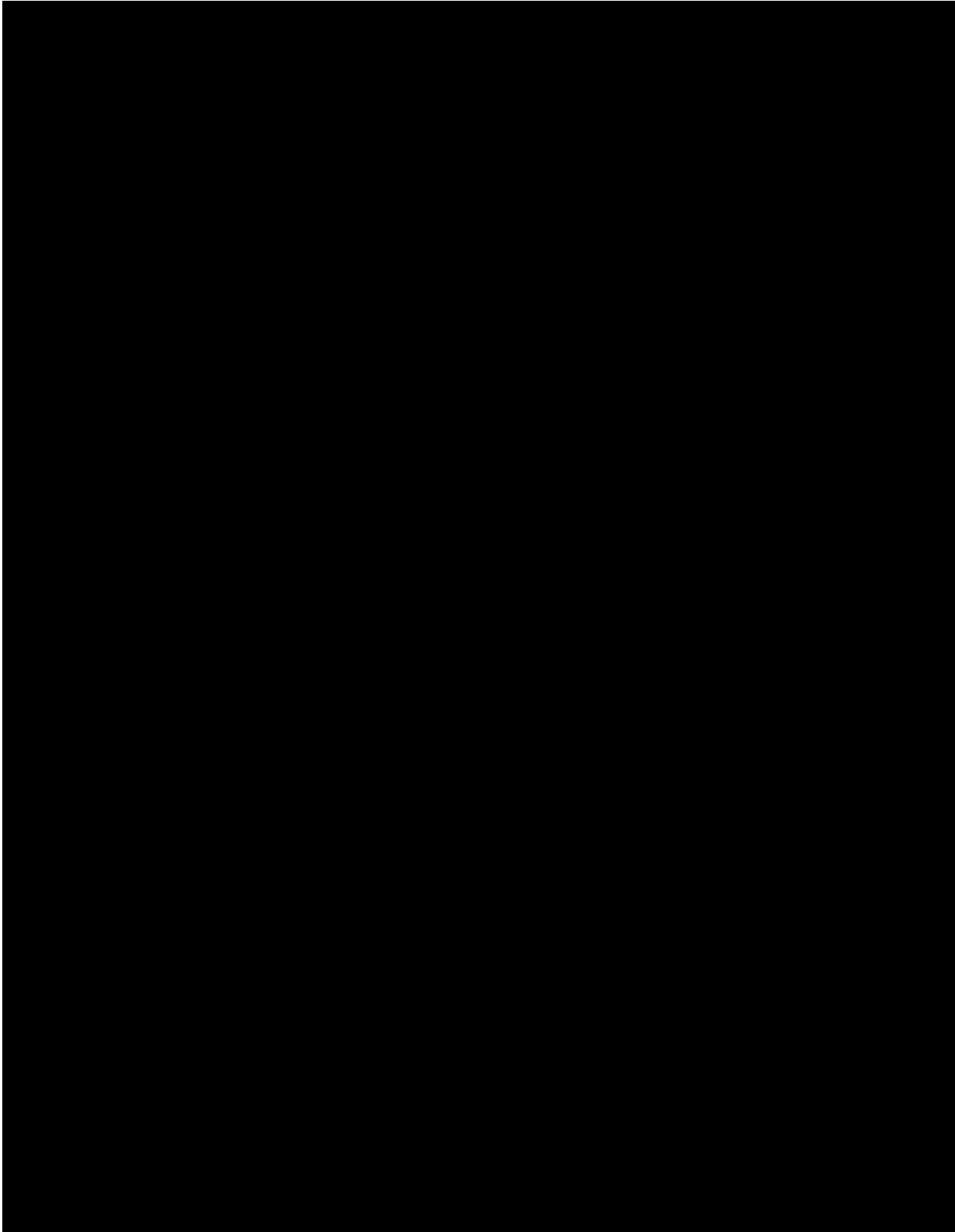
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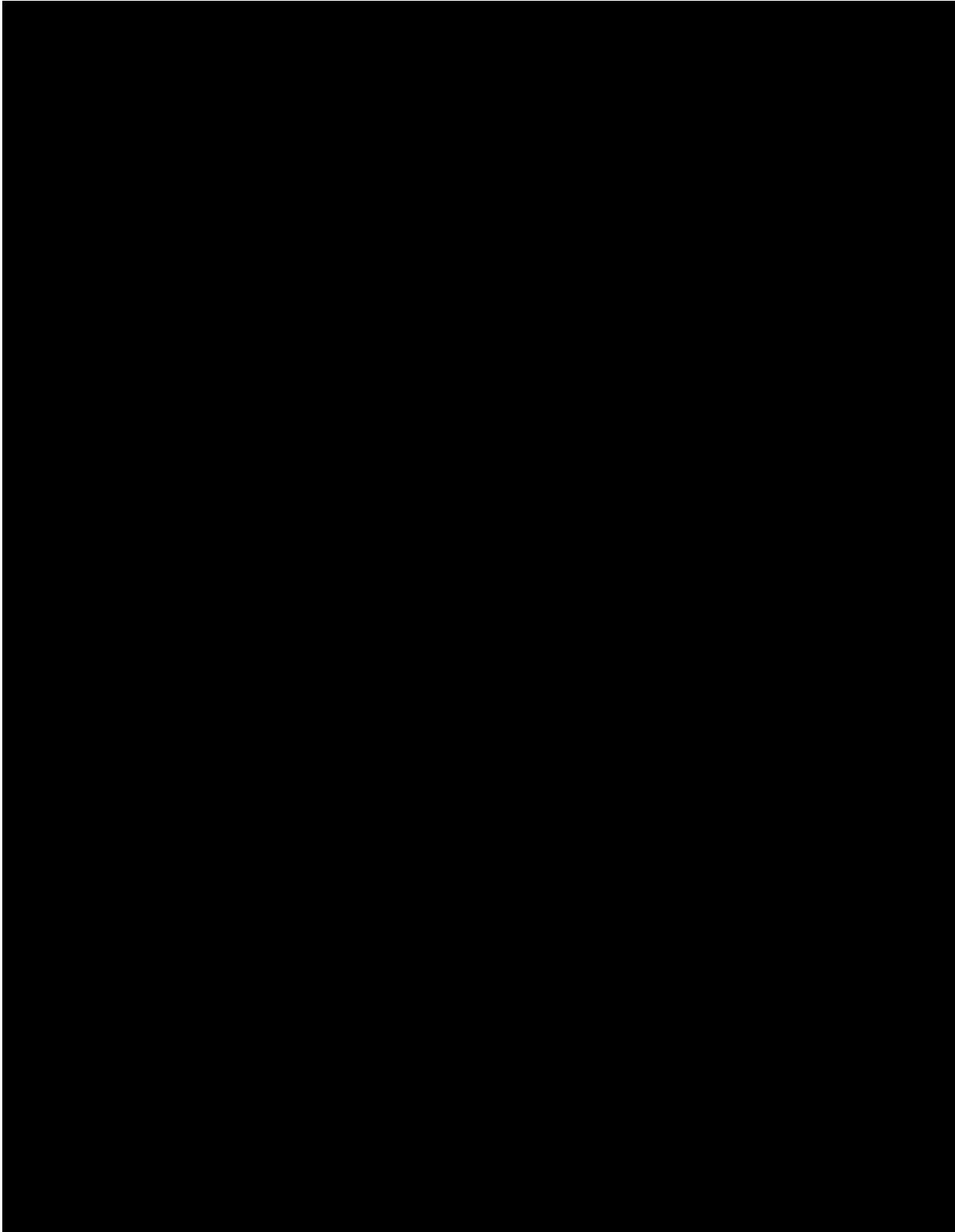
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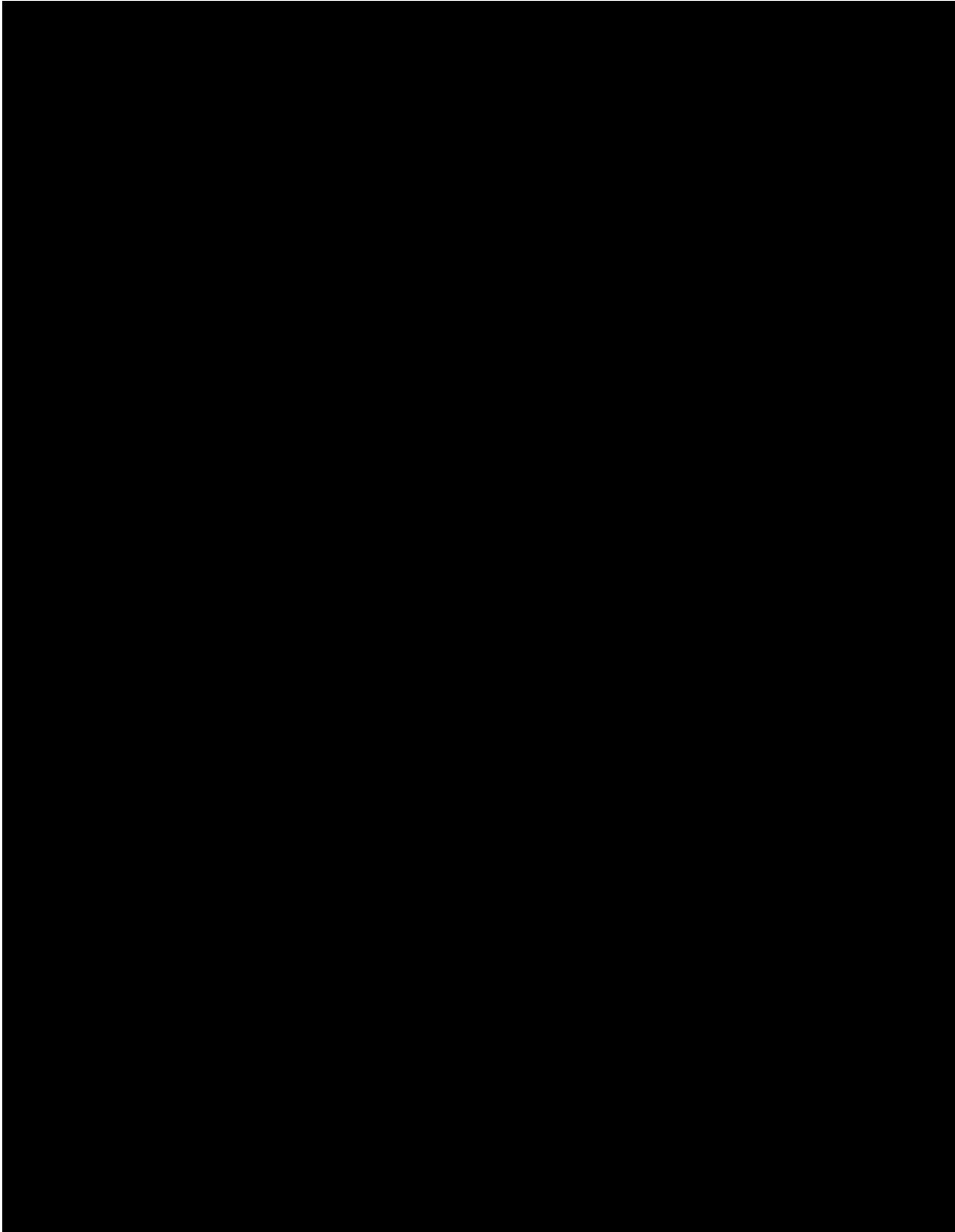
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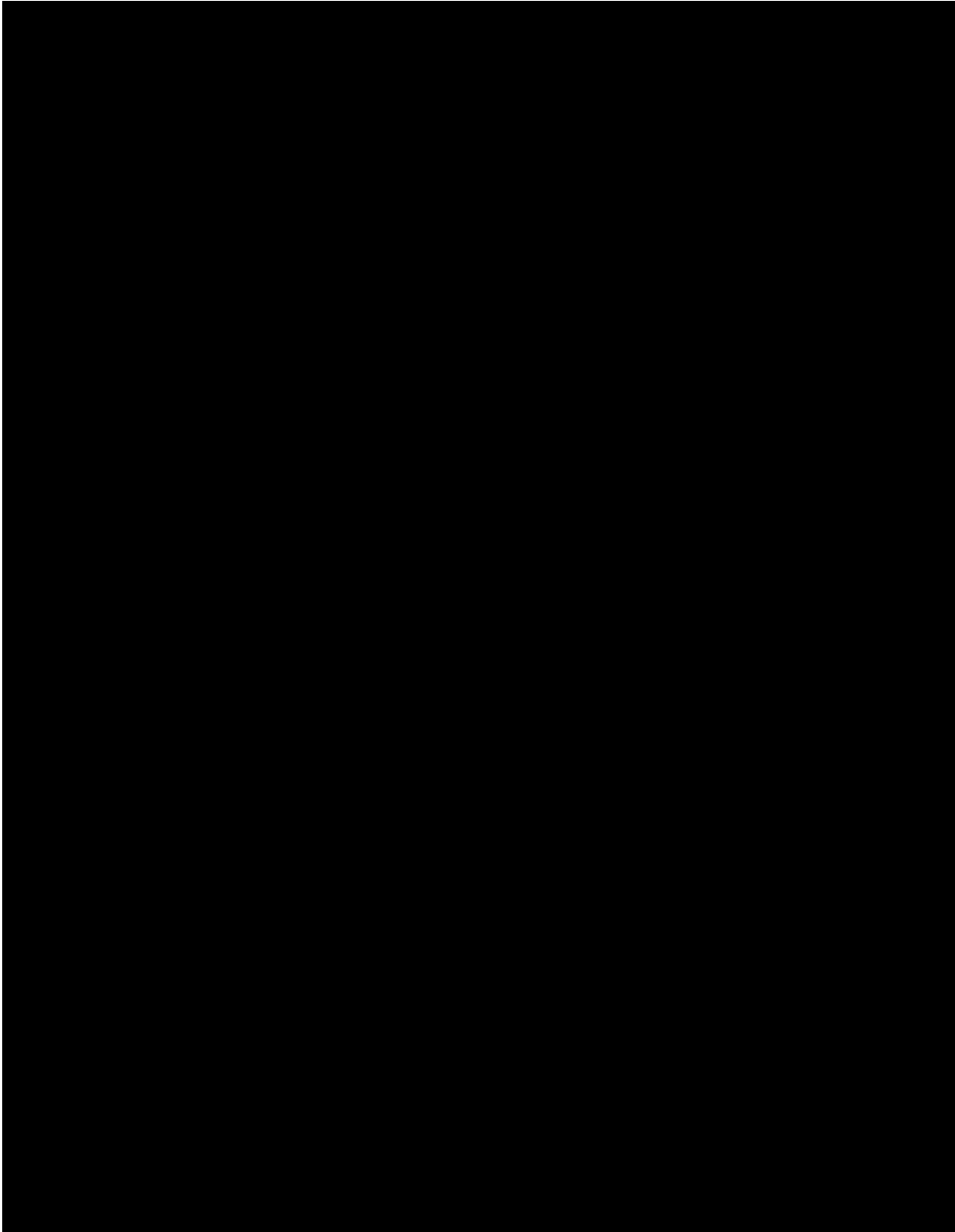
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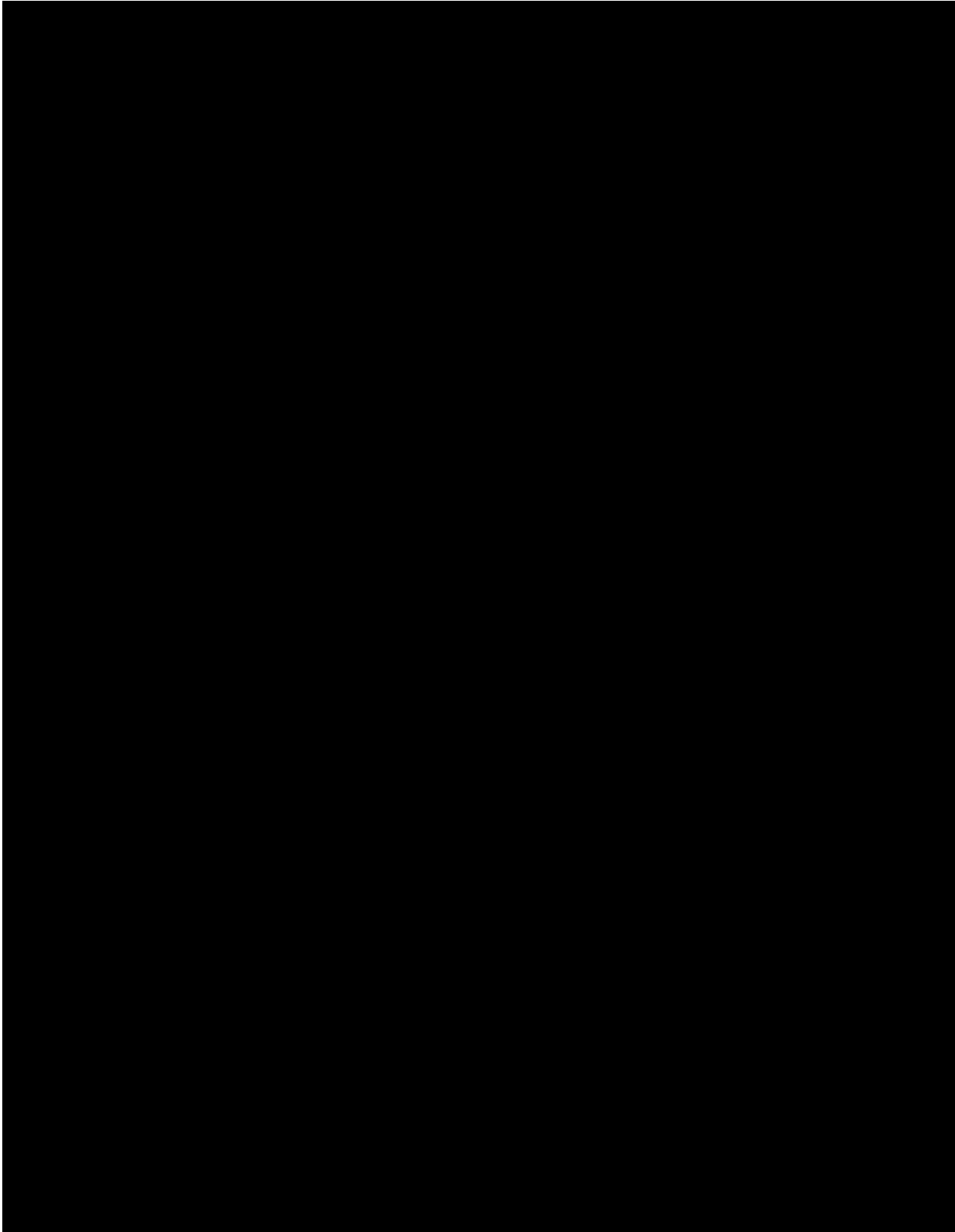
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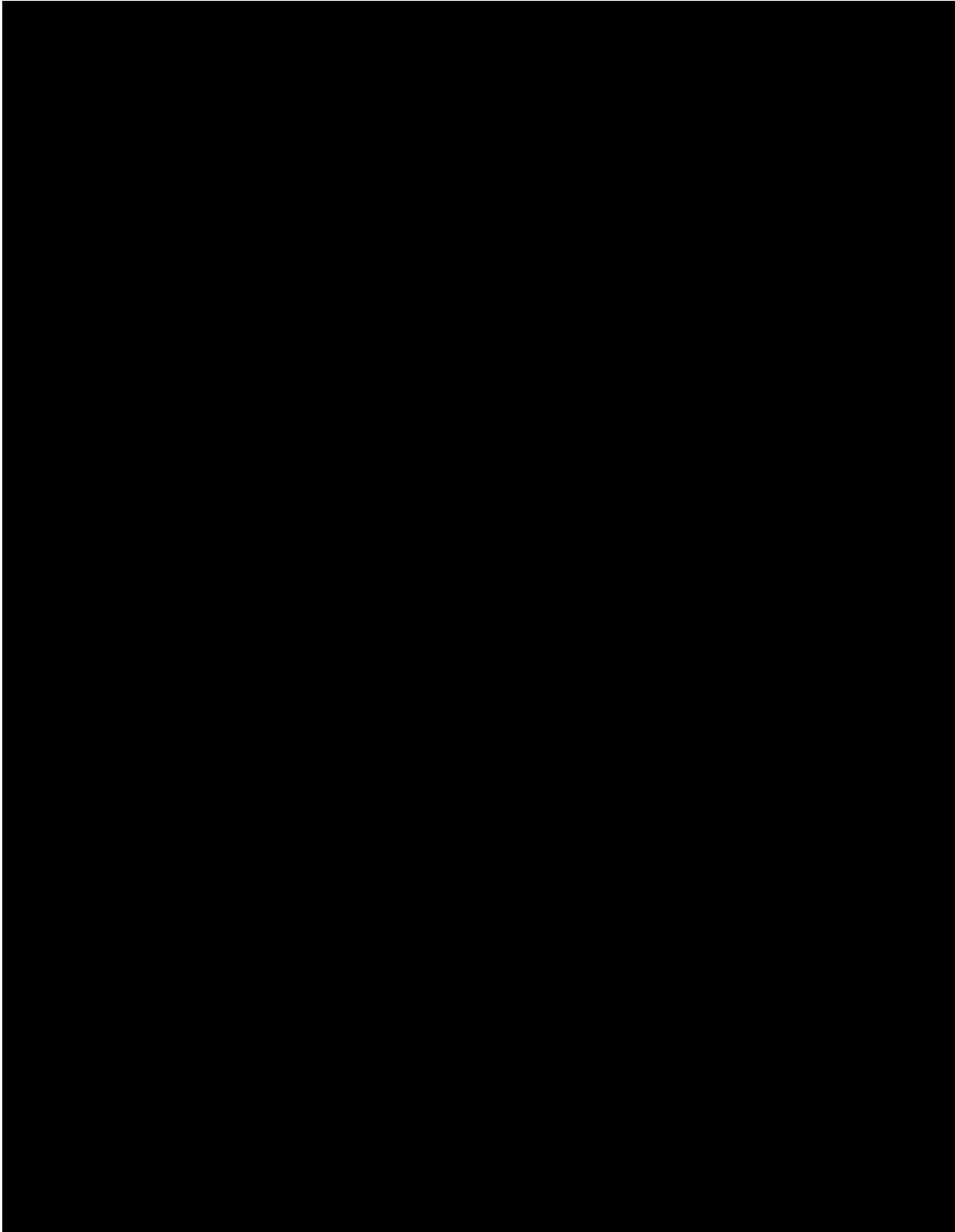
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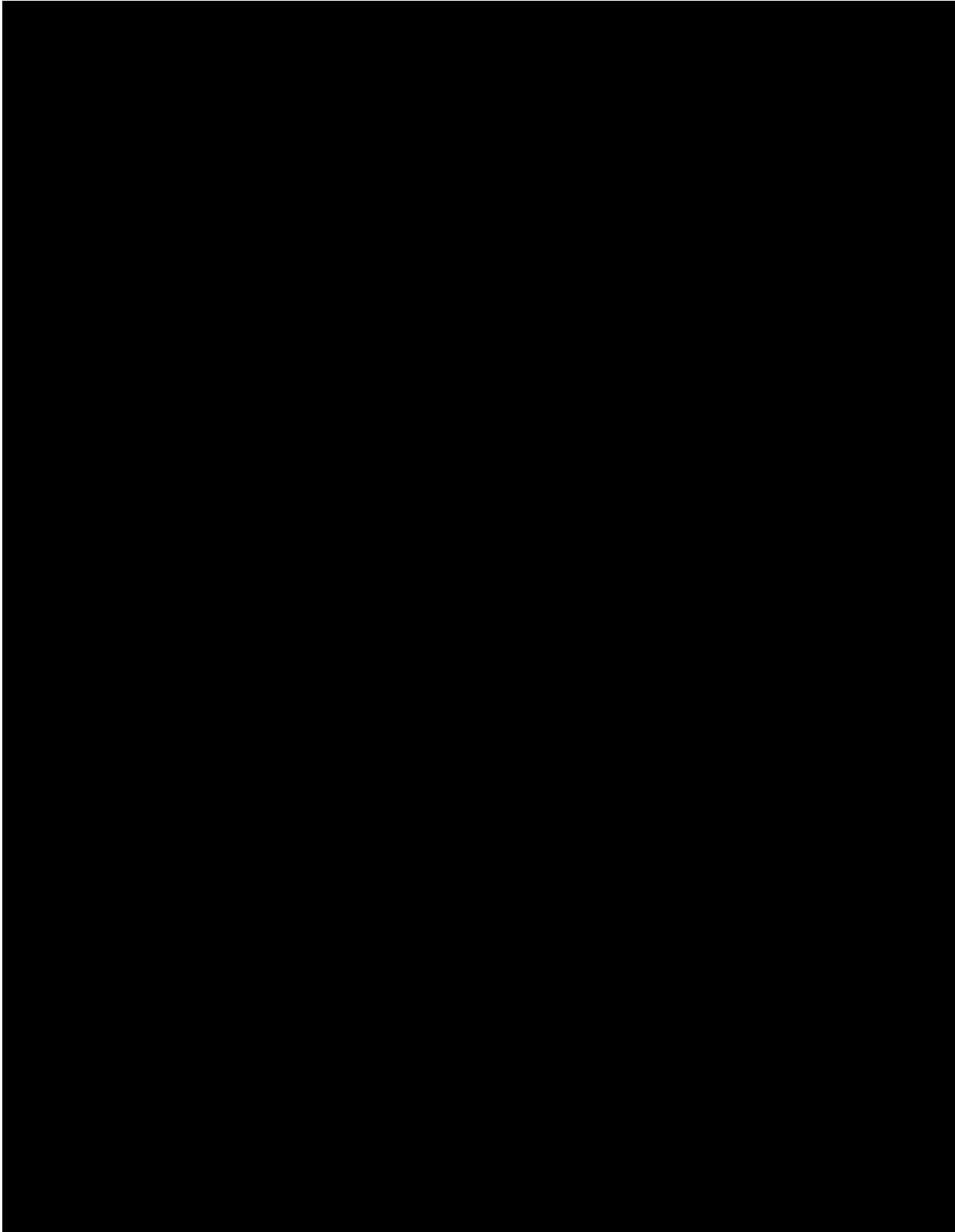
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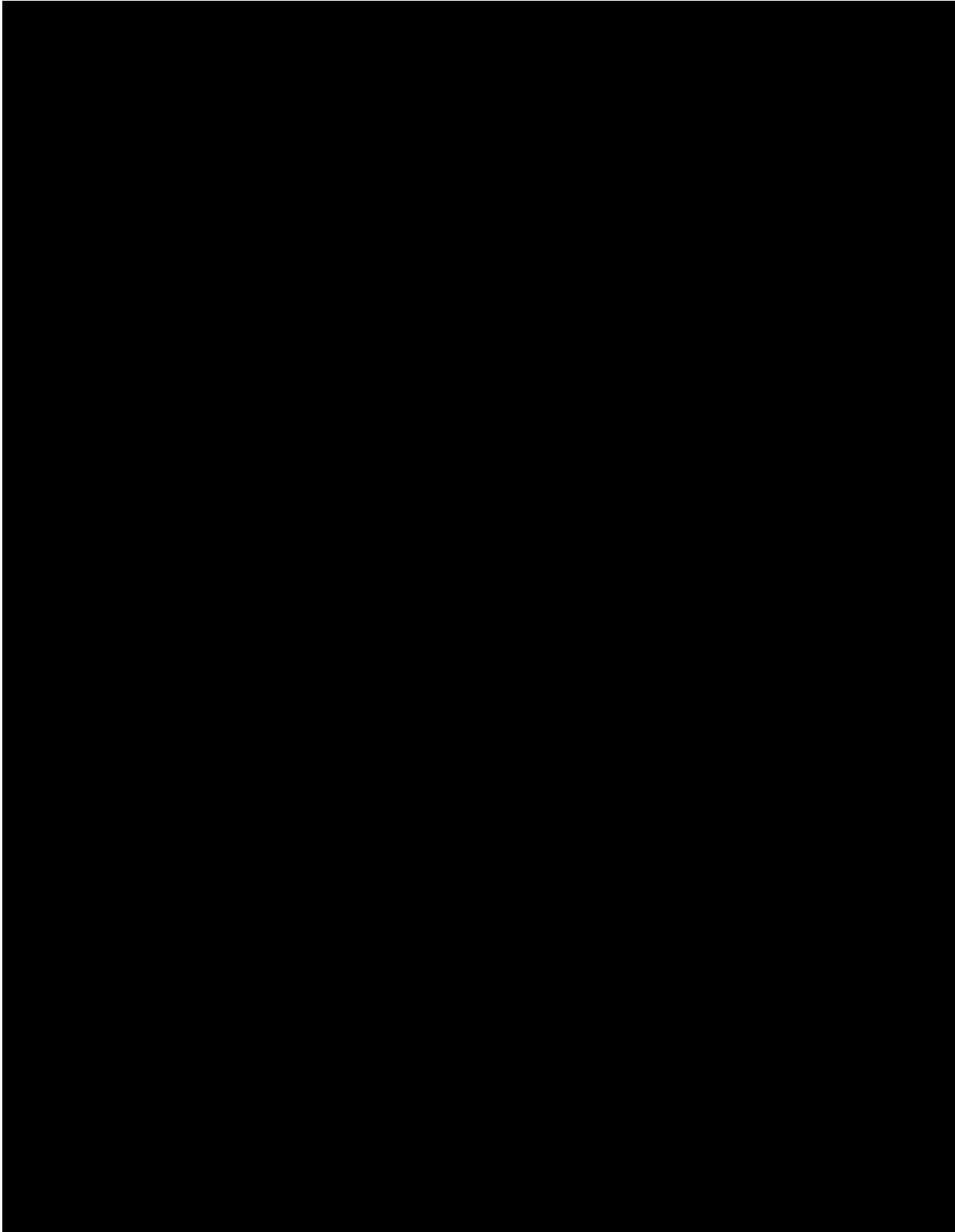
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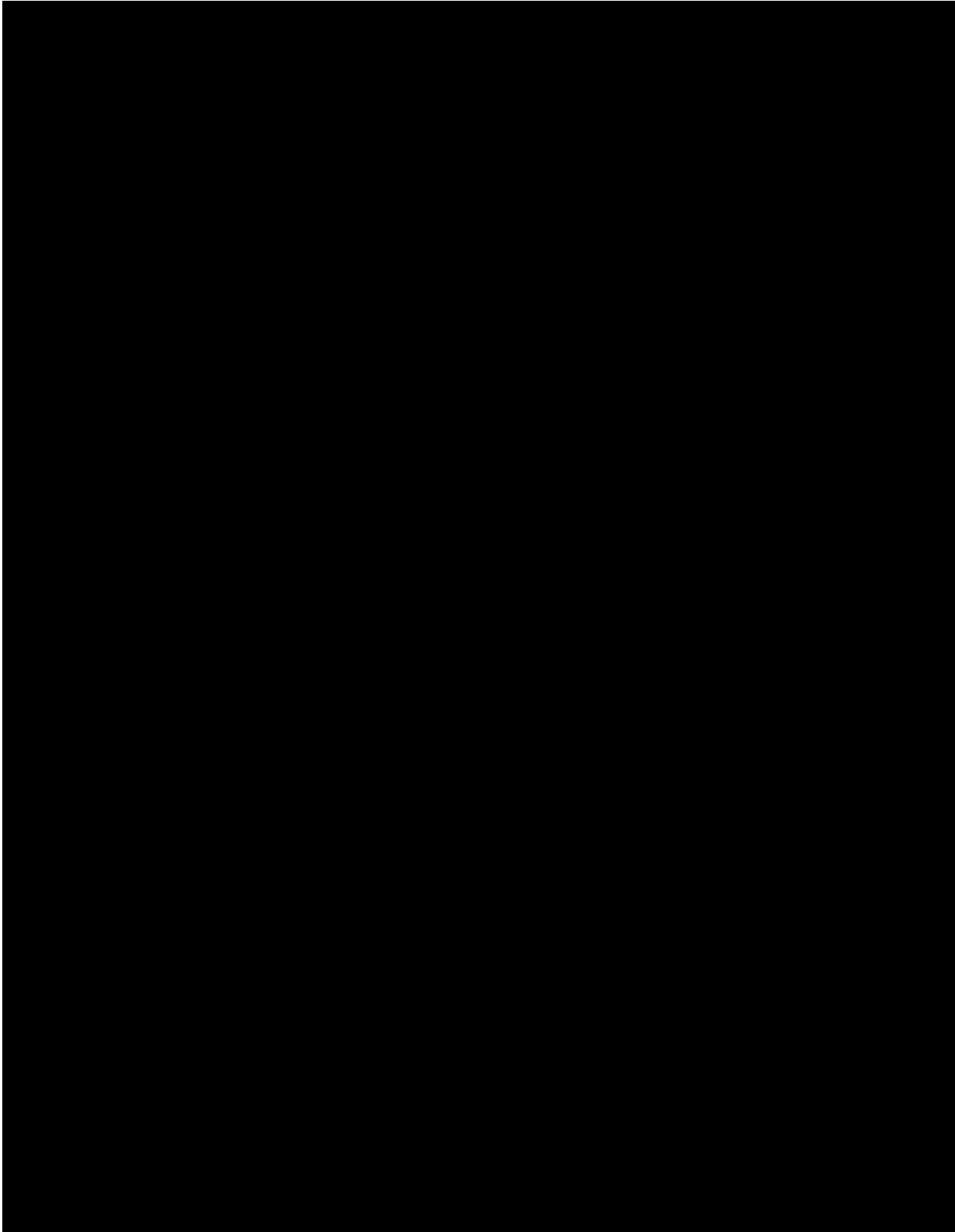
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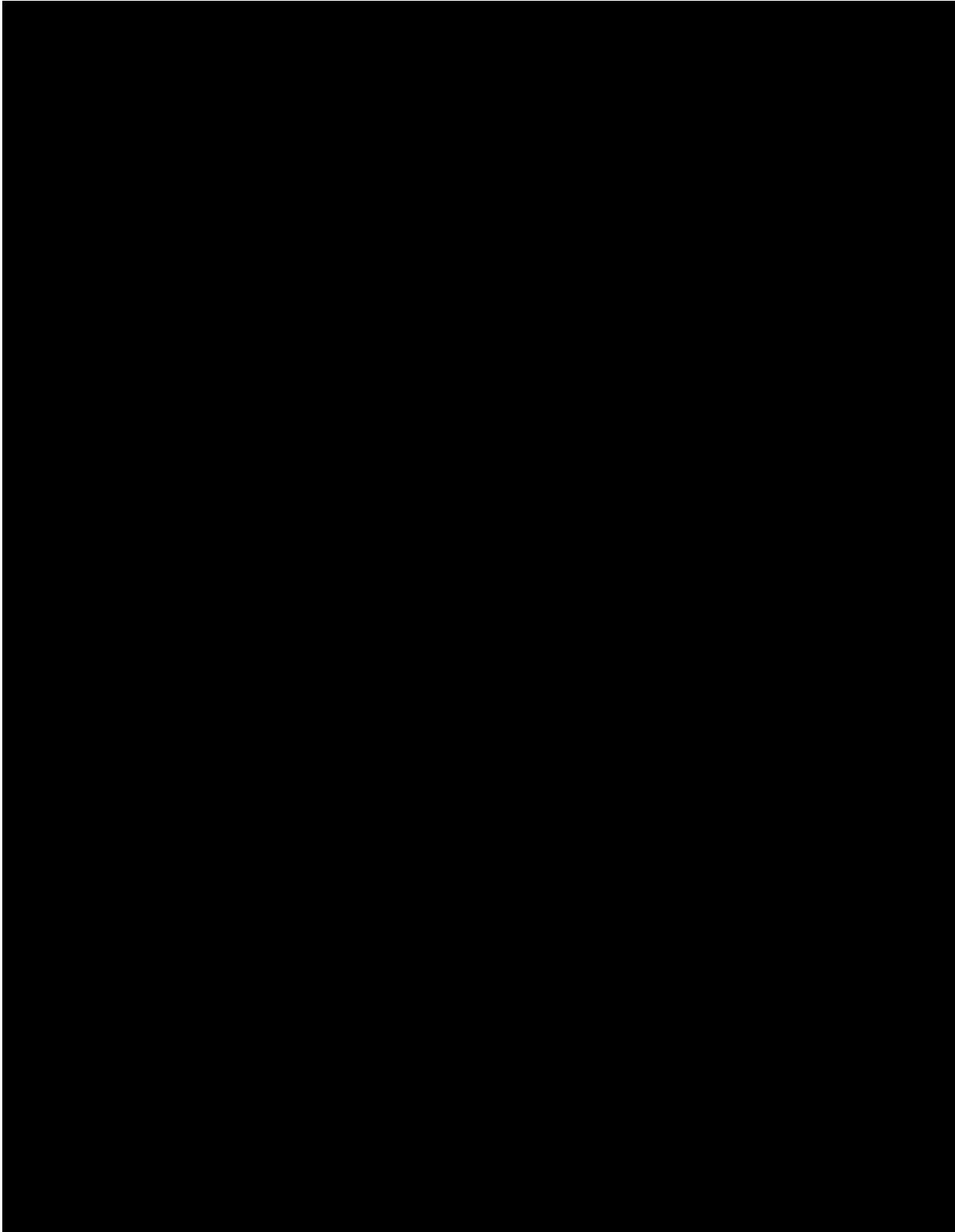
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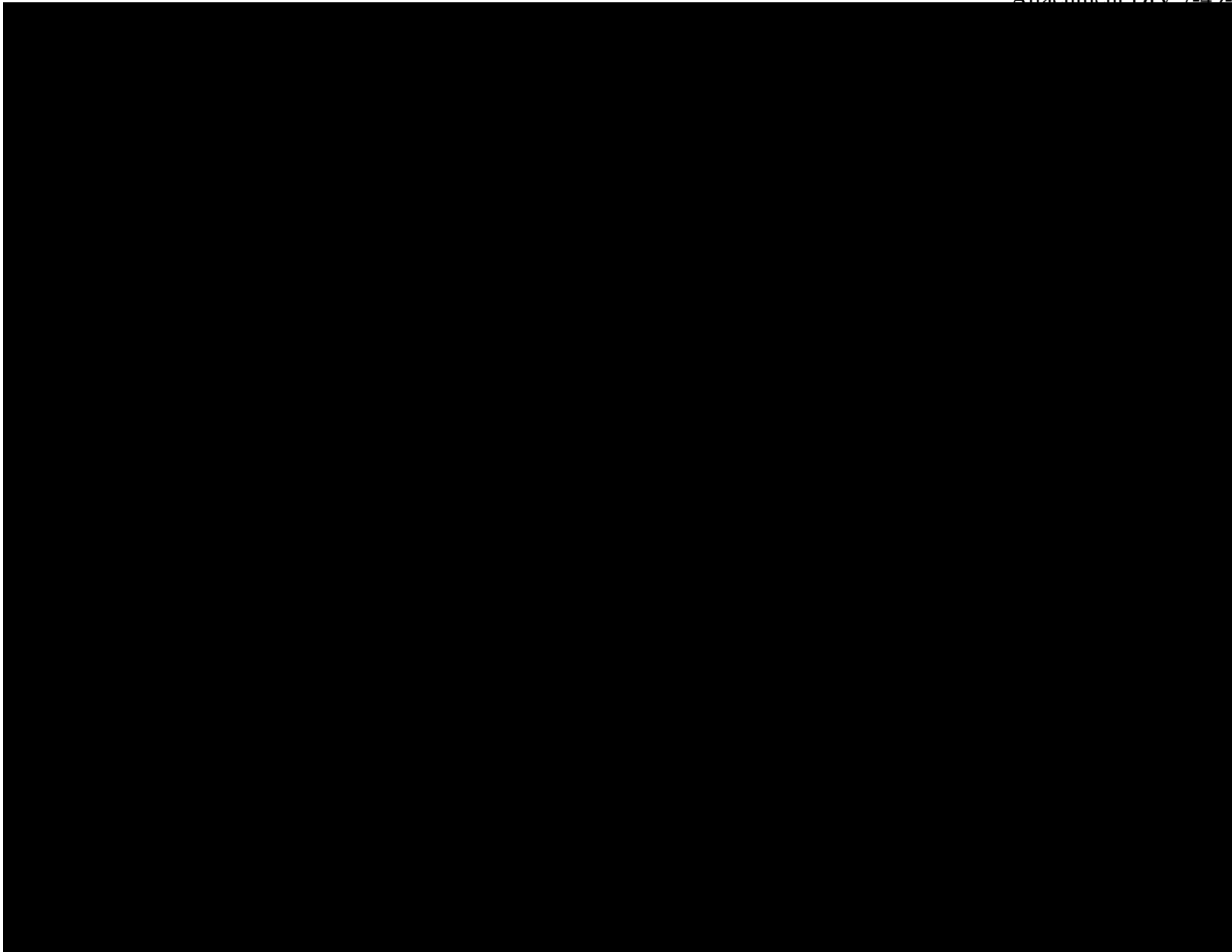
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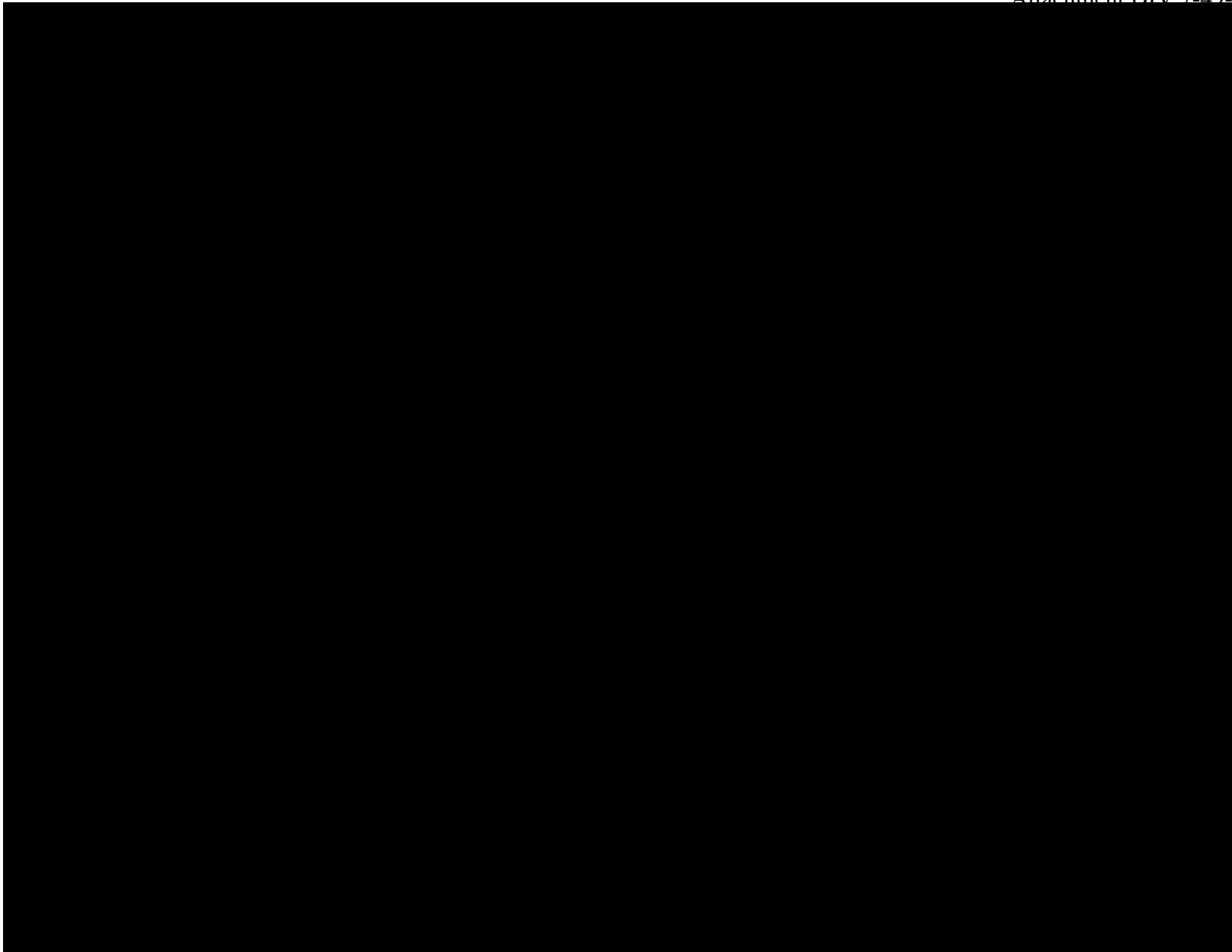
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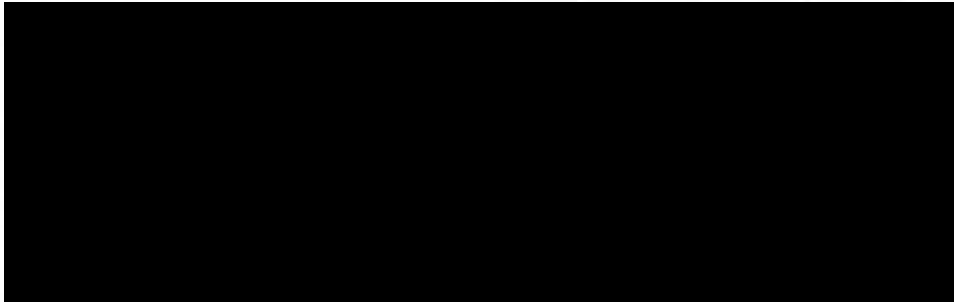


Boston Gas Company and Colonial Gas Company
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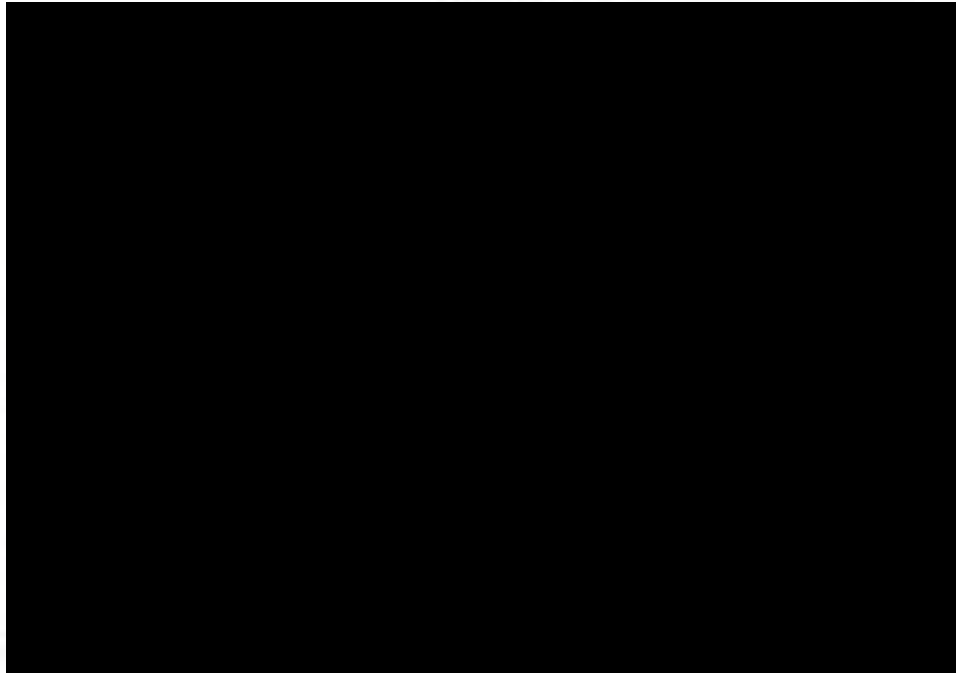
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Statement of Work

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SECTION 2: STATEMENT OF WORK AUTHORIZATION



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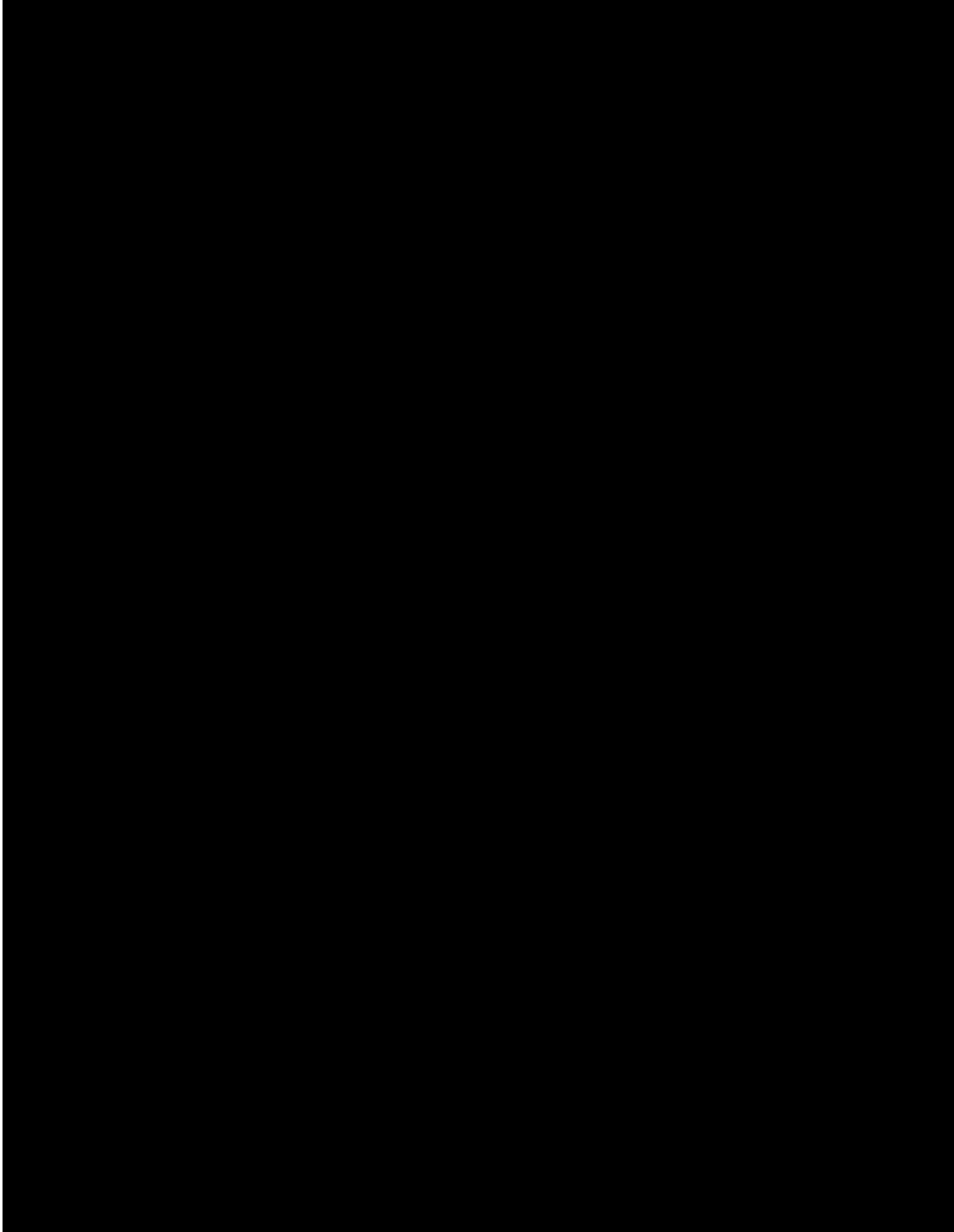
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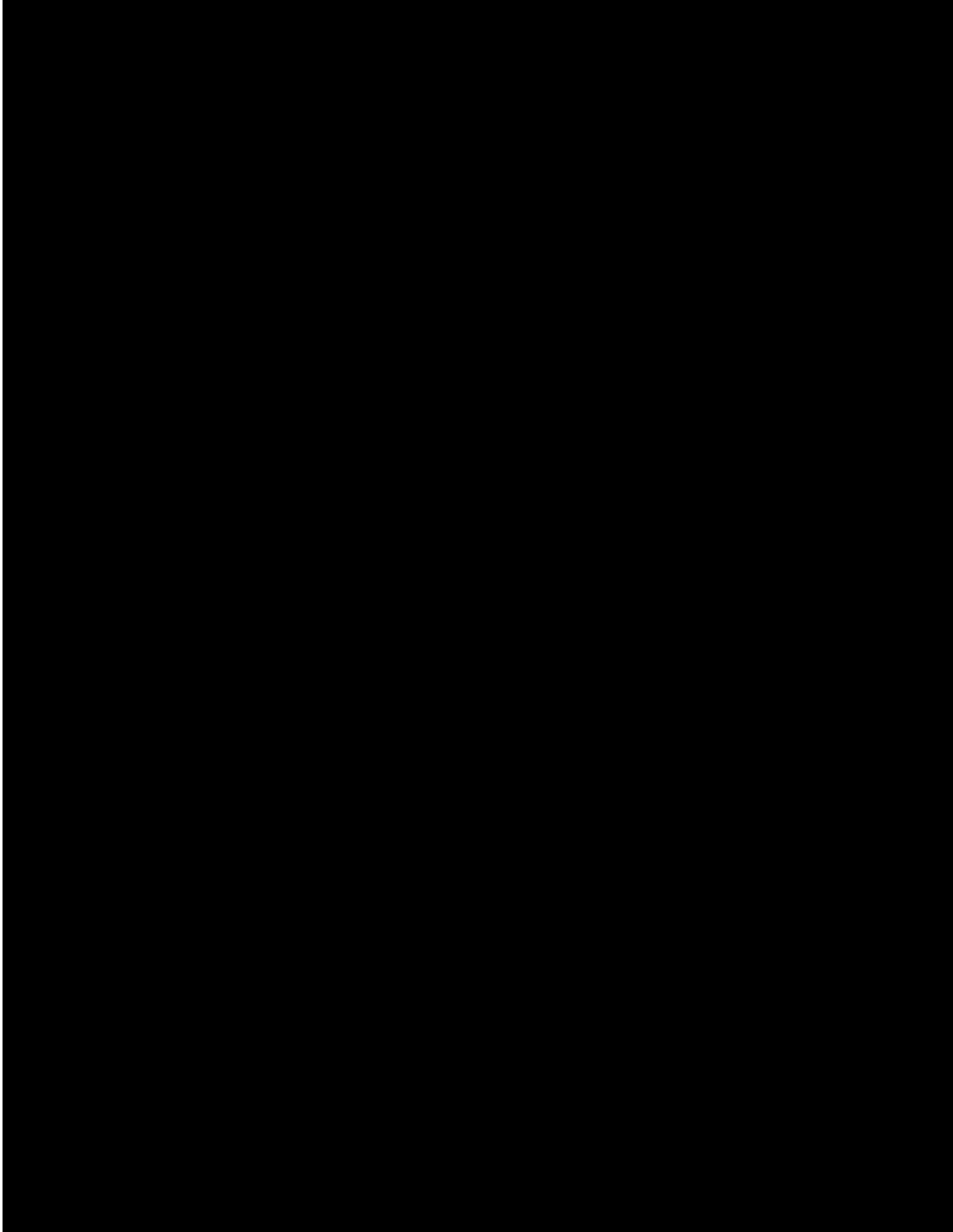
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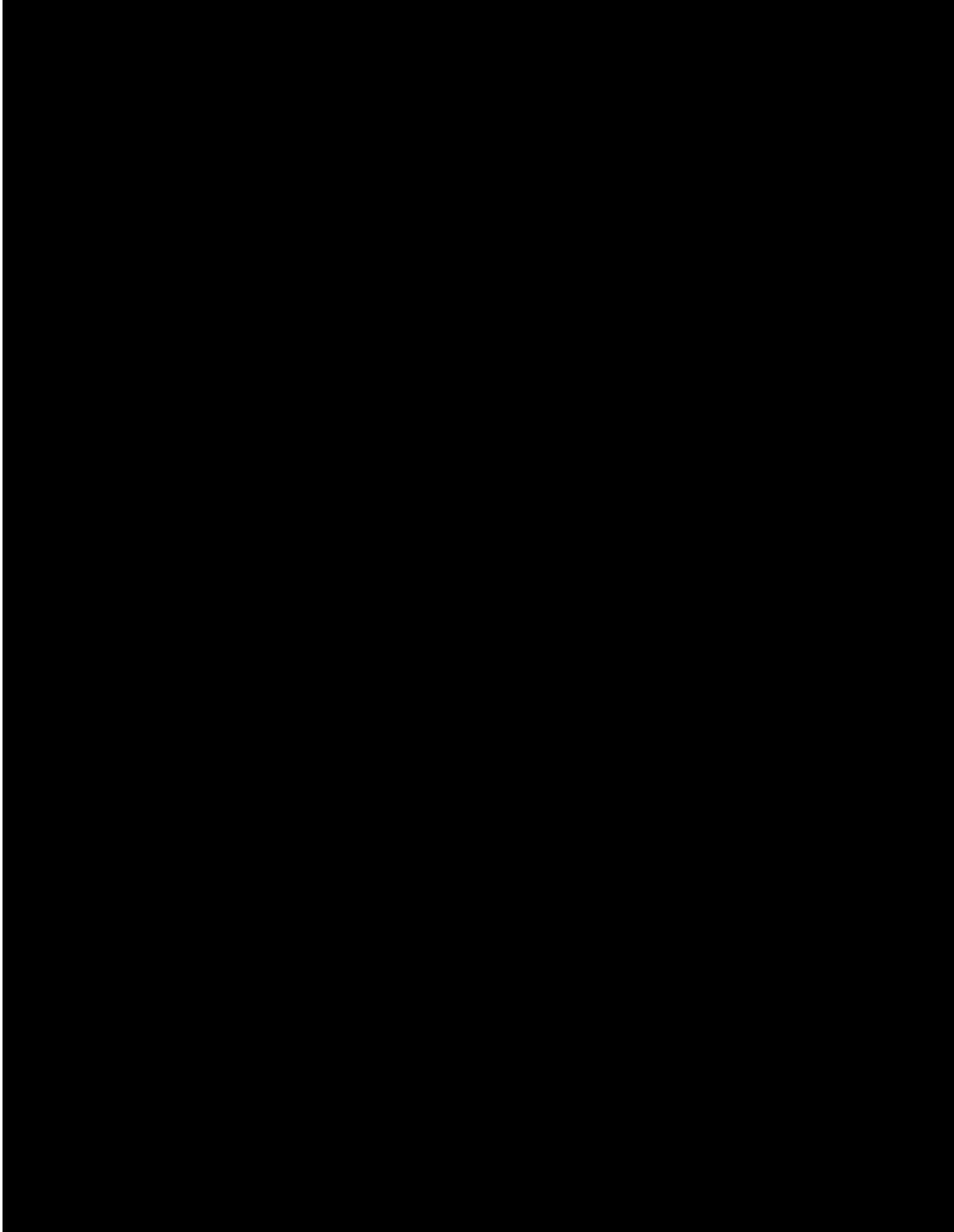
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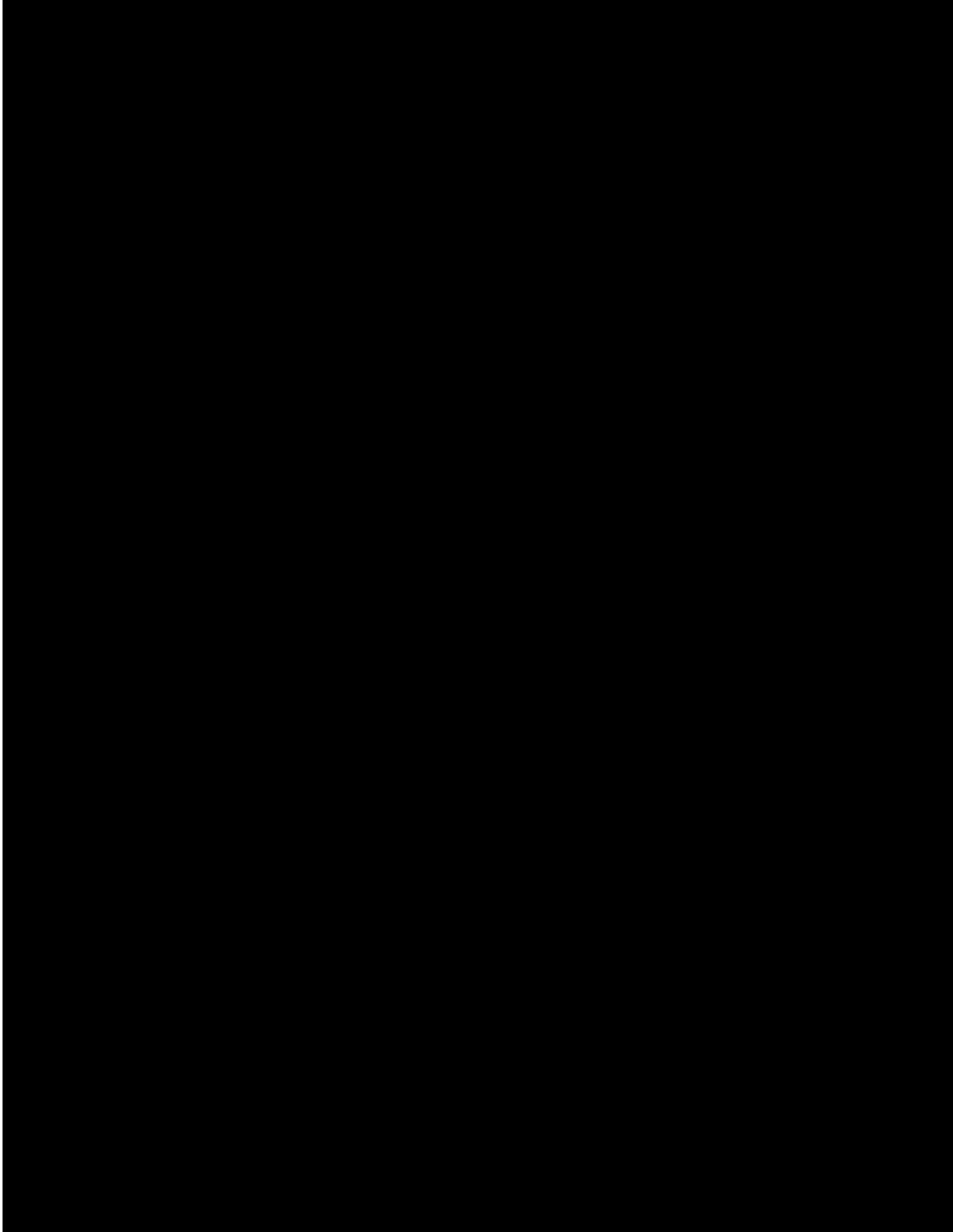
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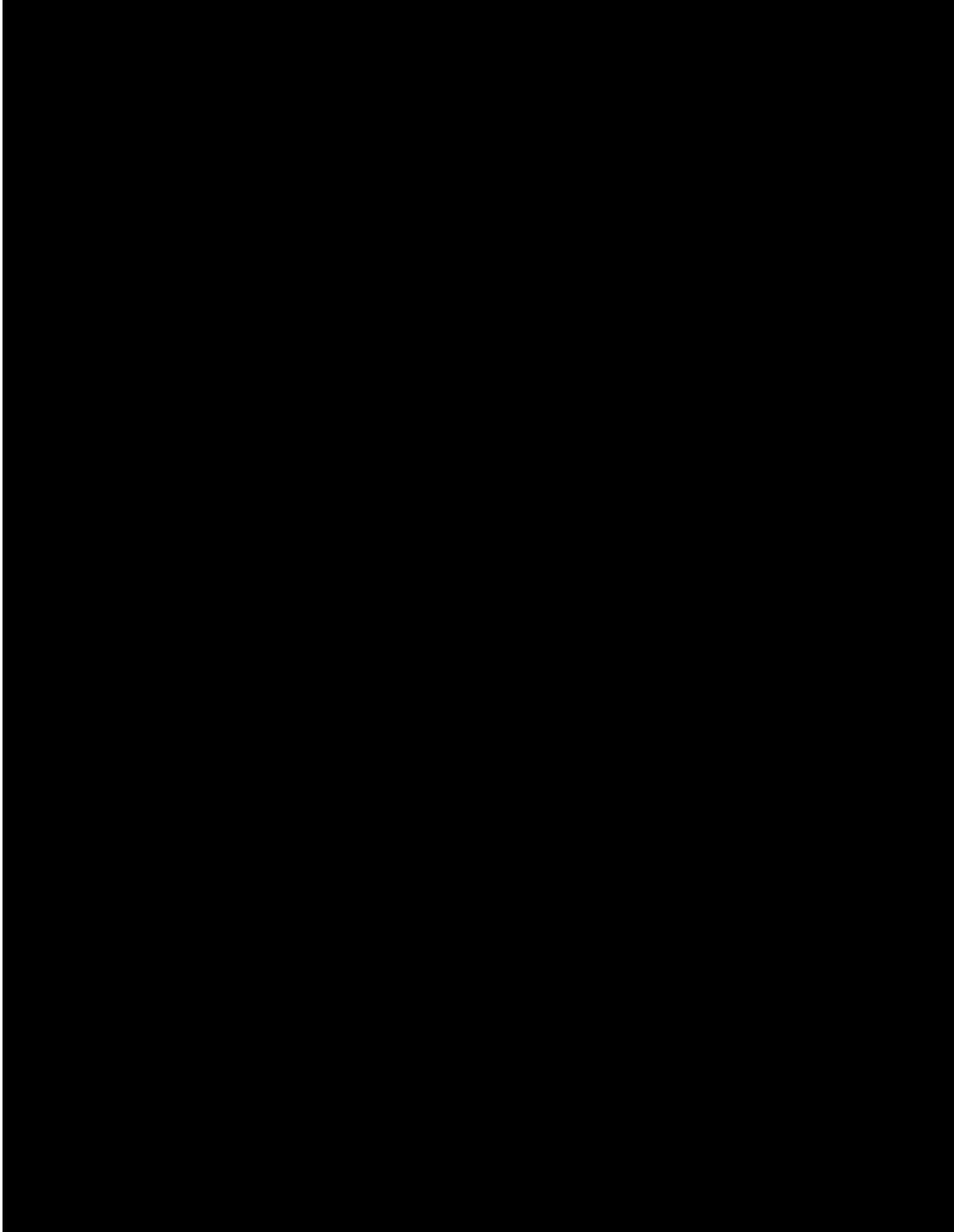
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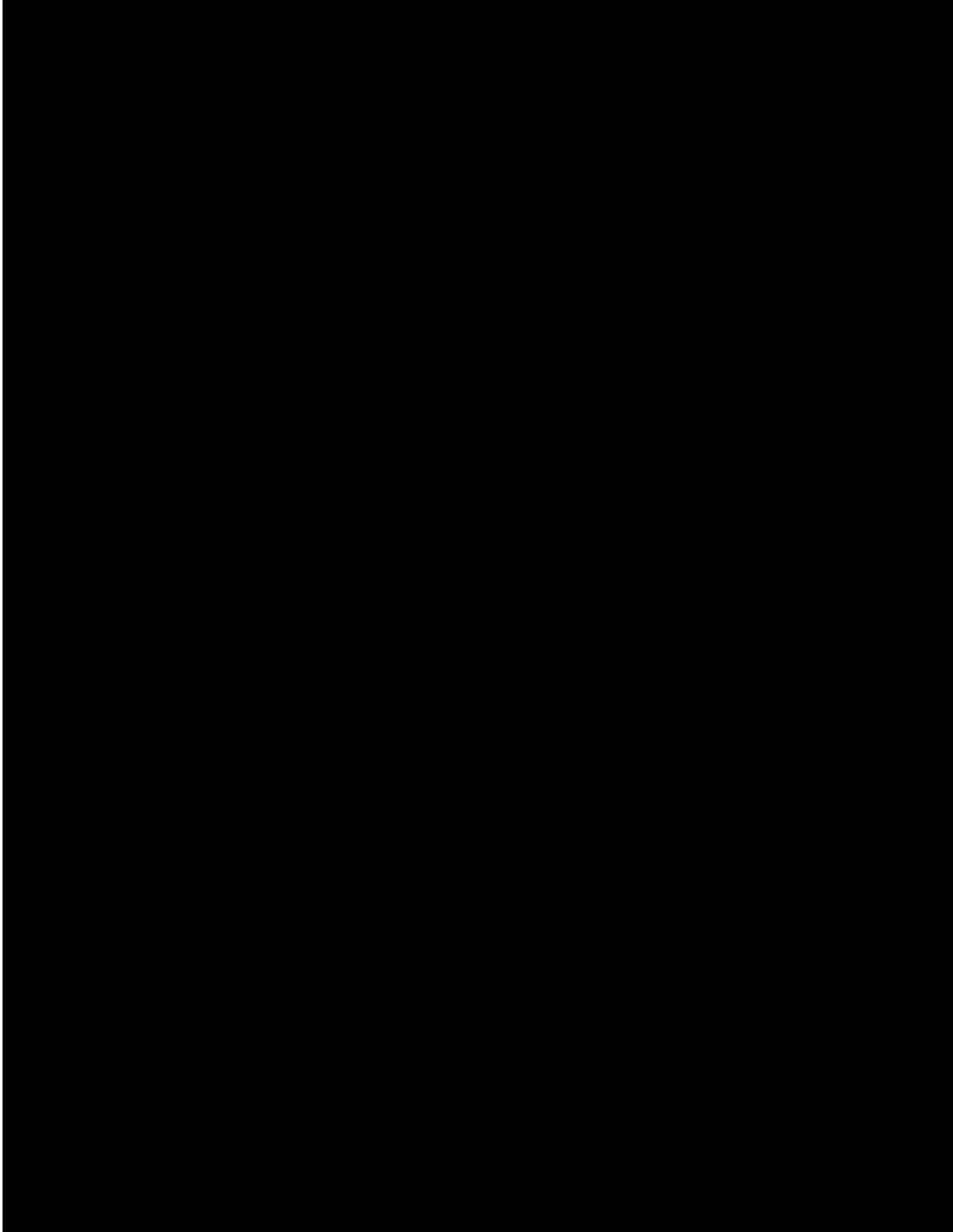
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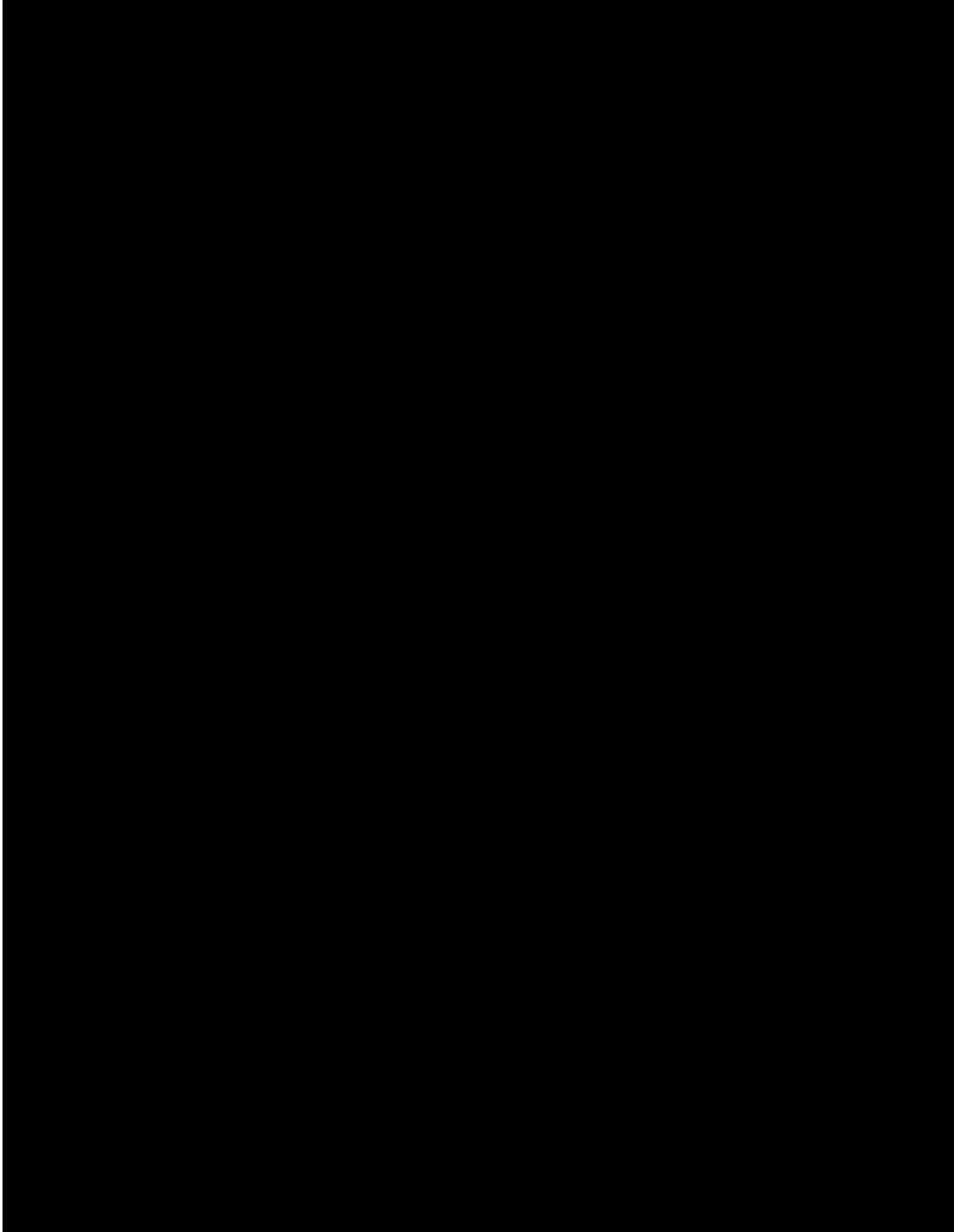
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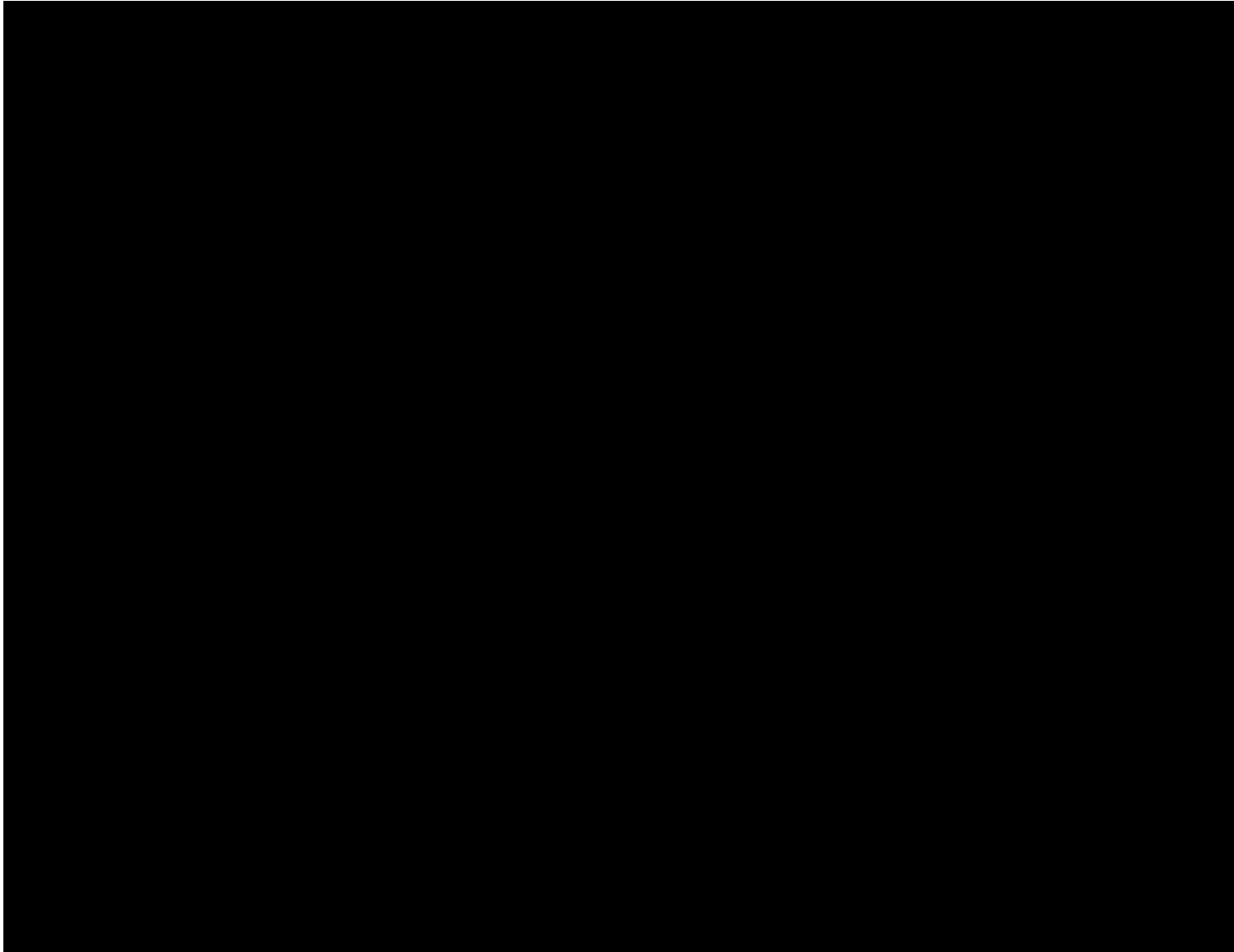
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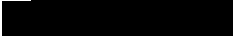
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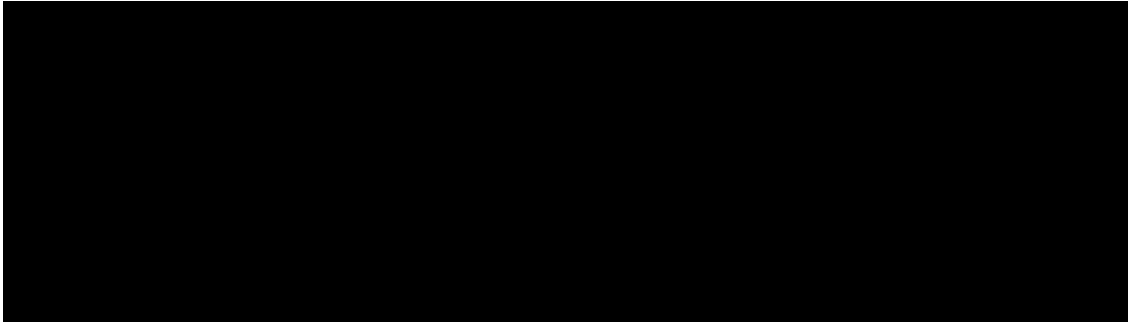



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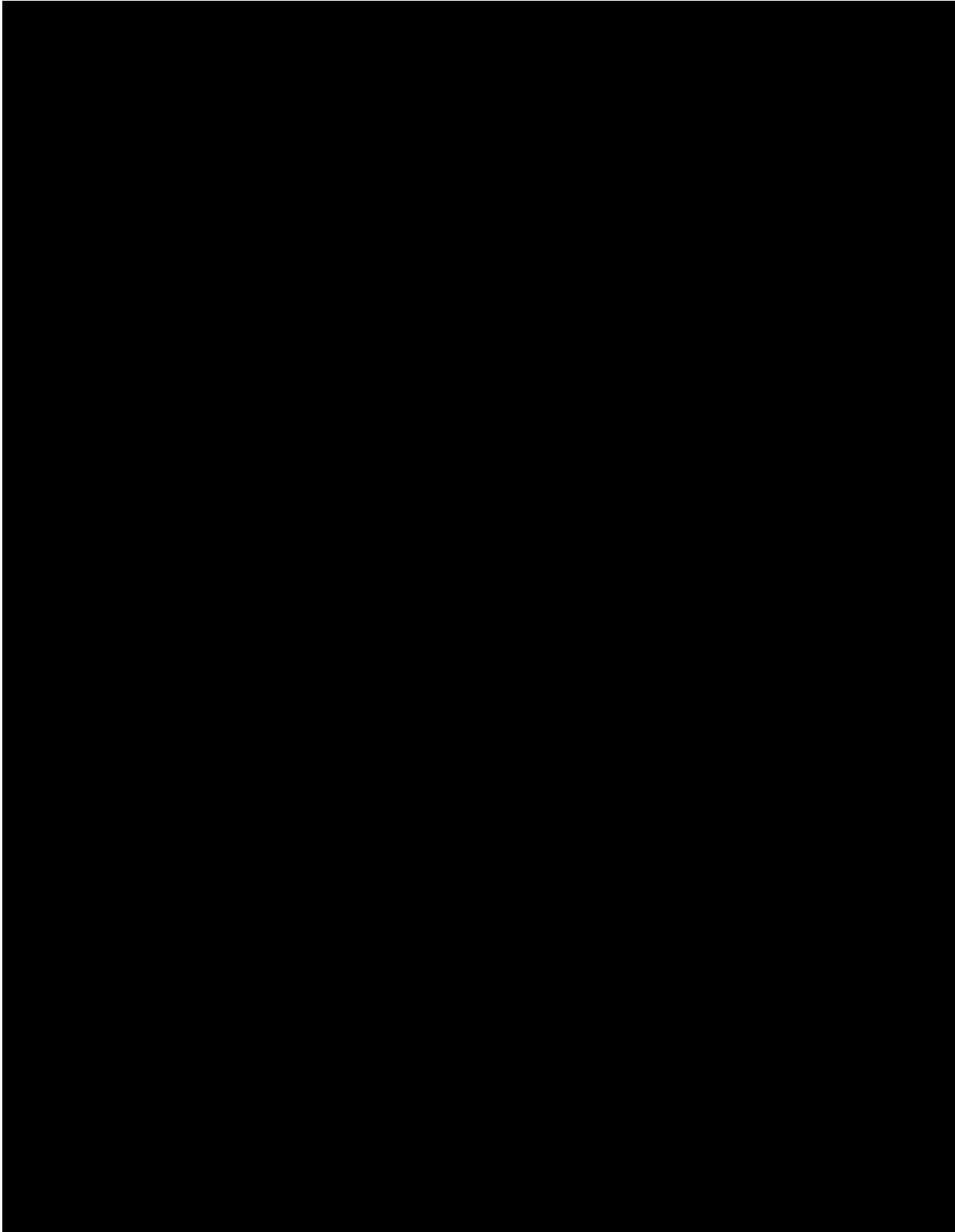
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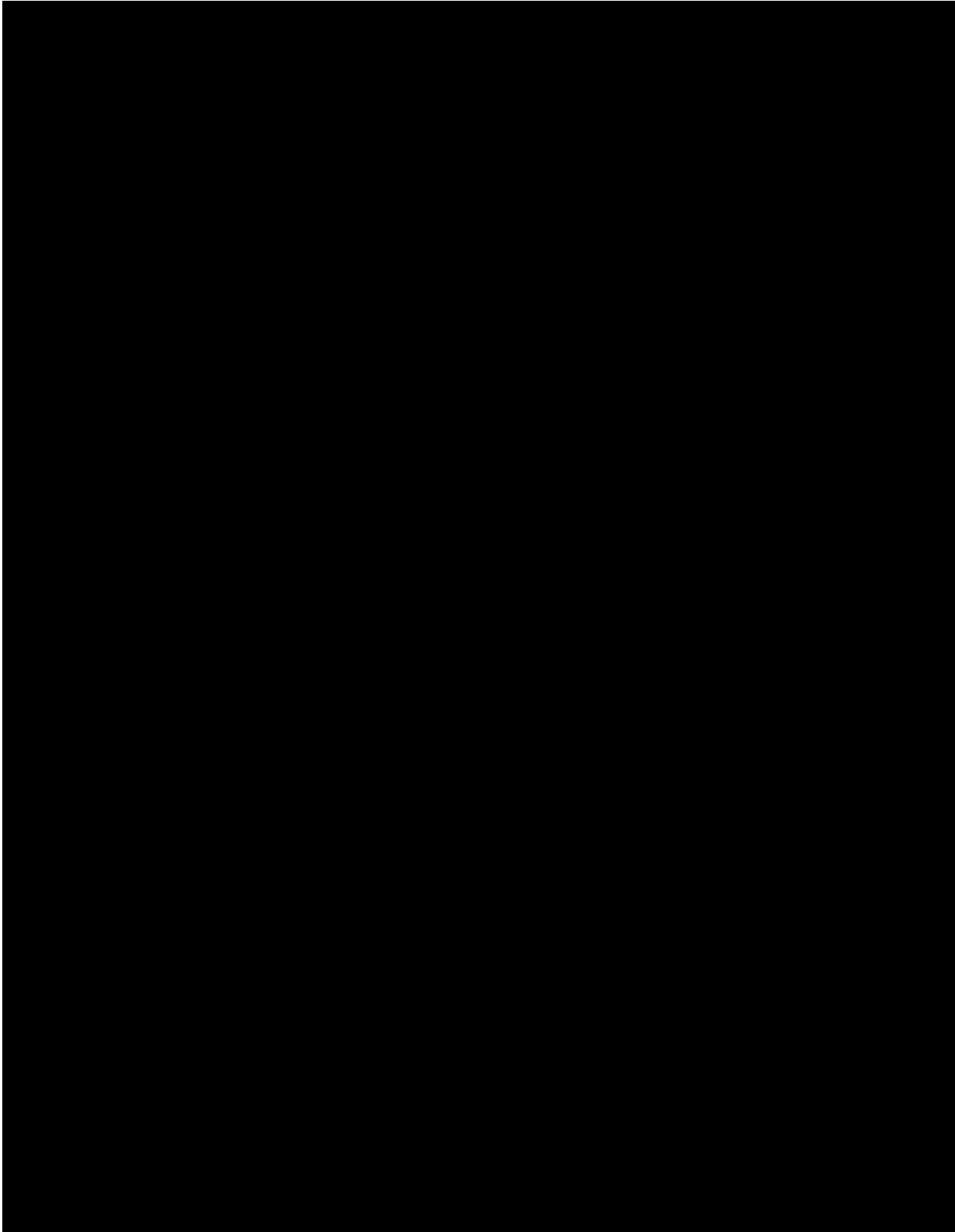
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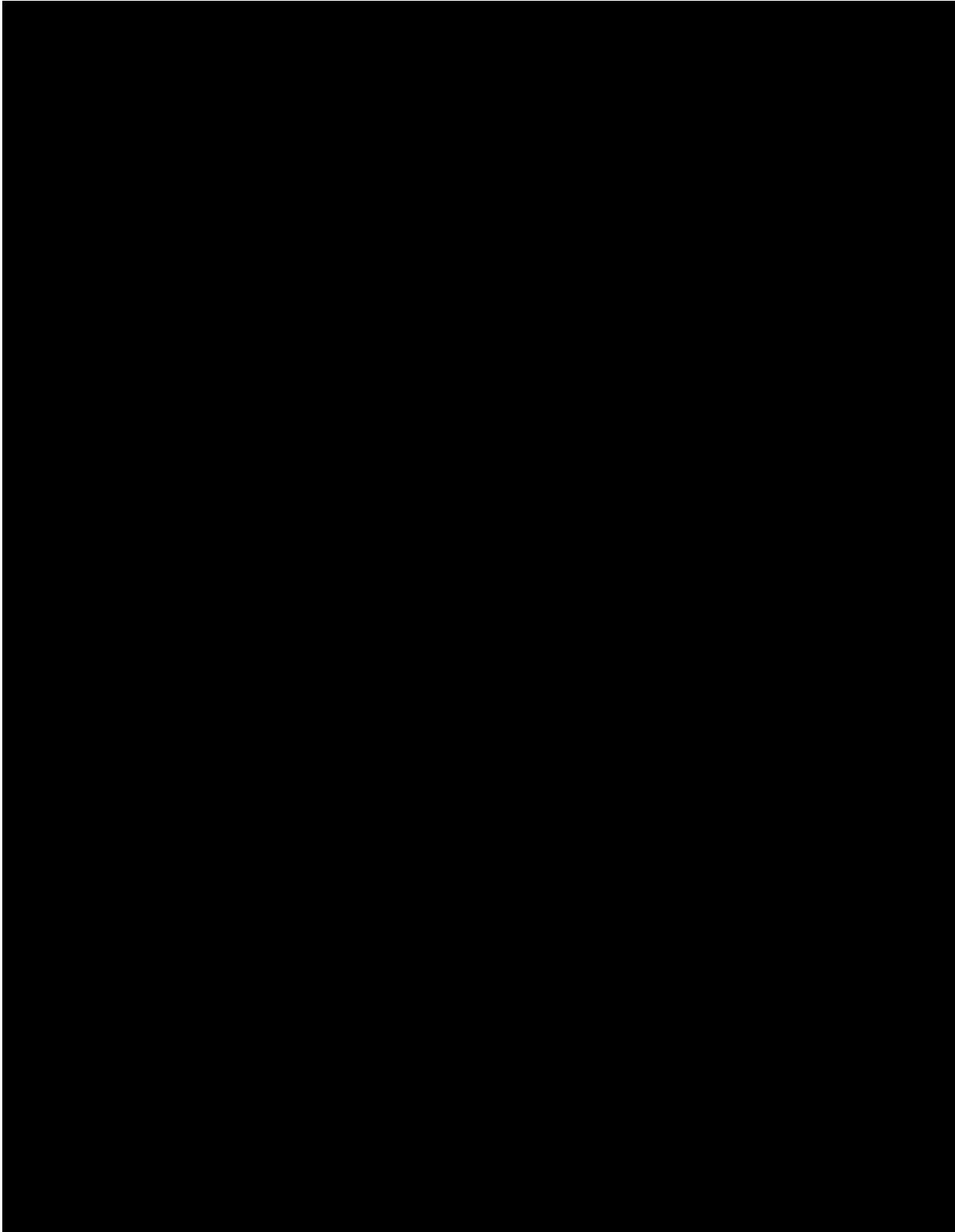
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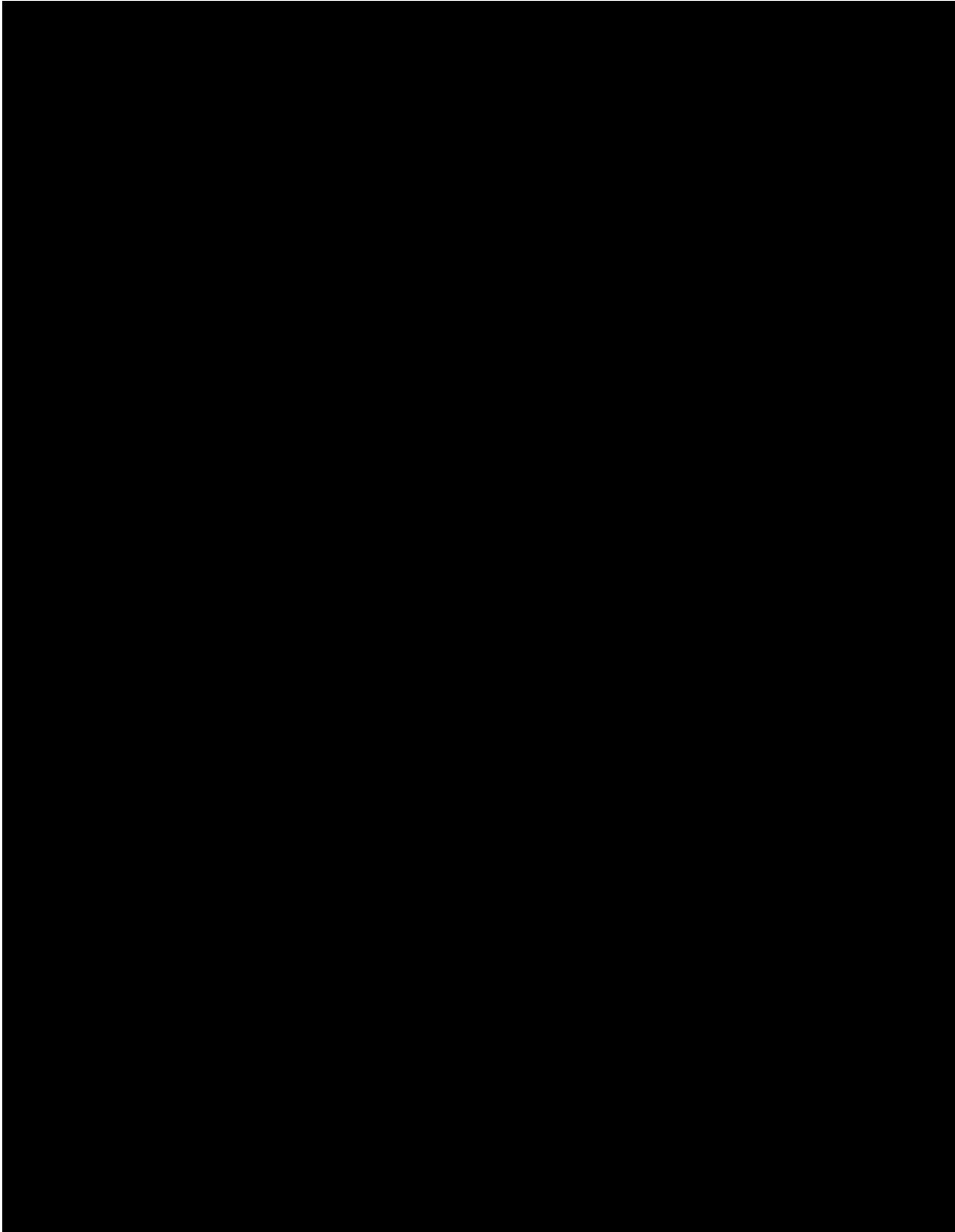
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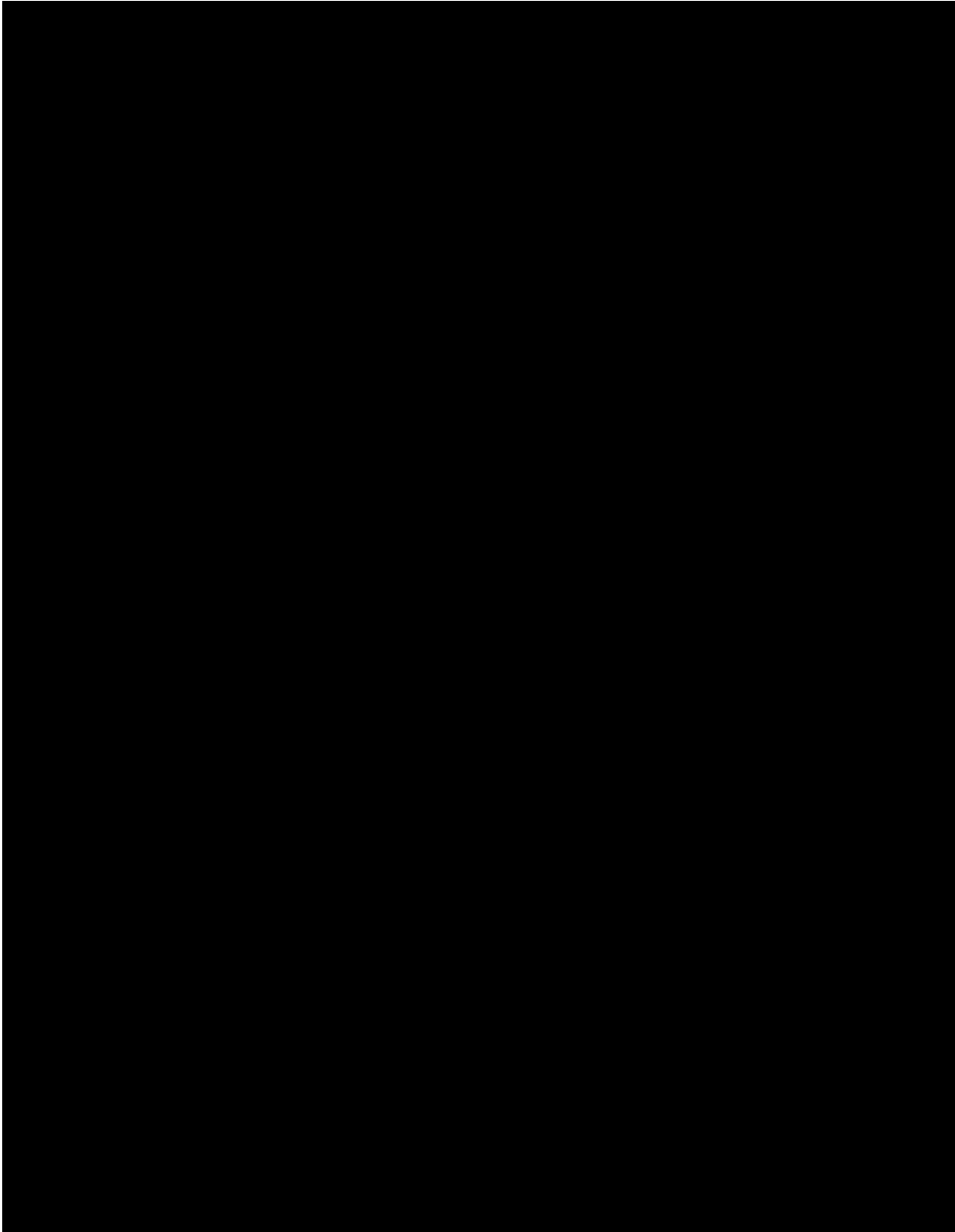
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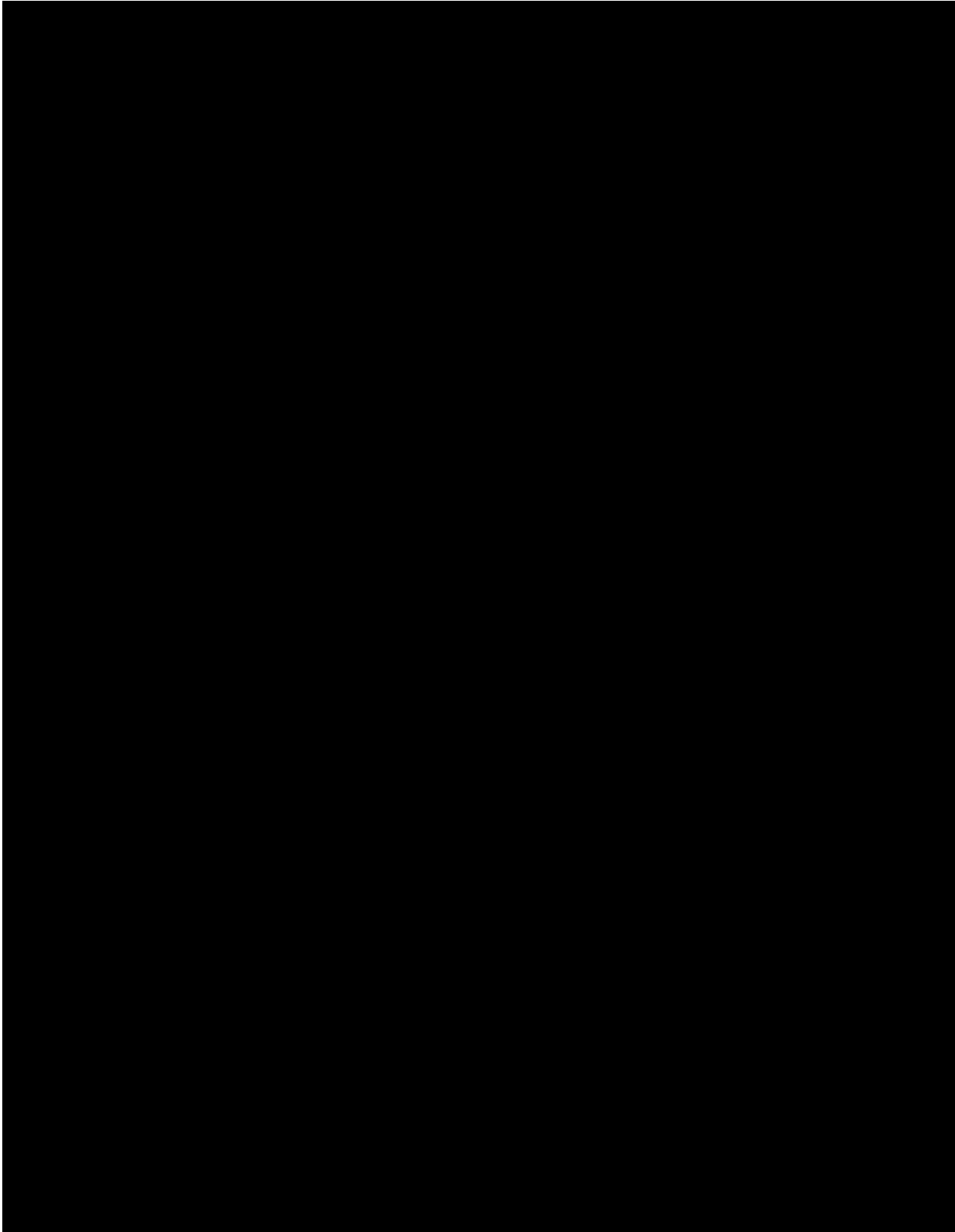
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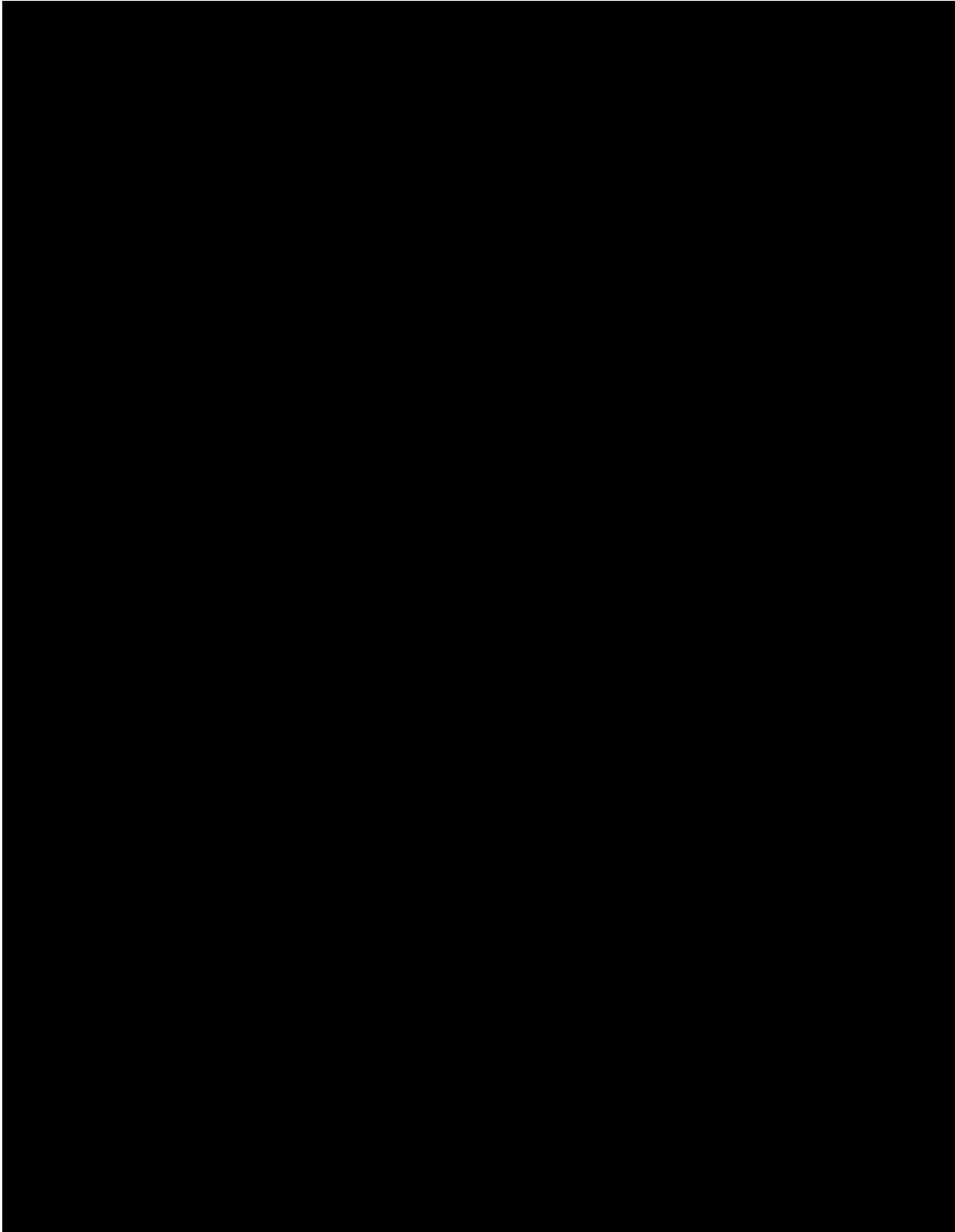
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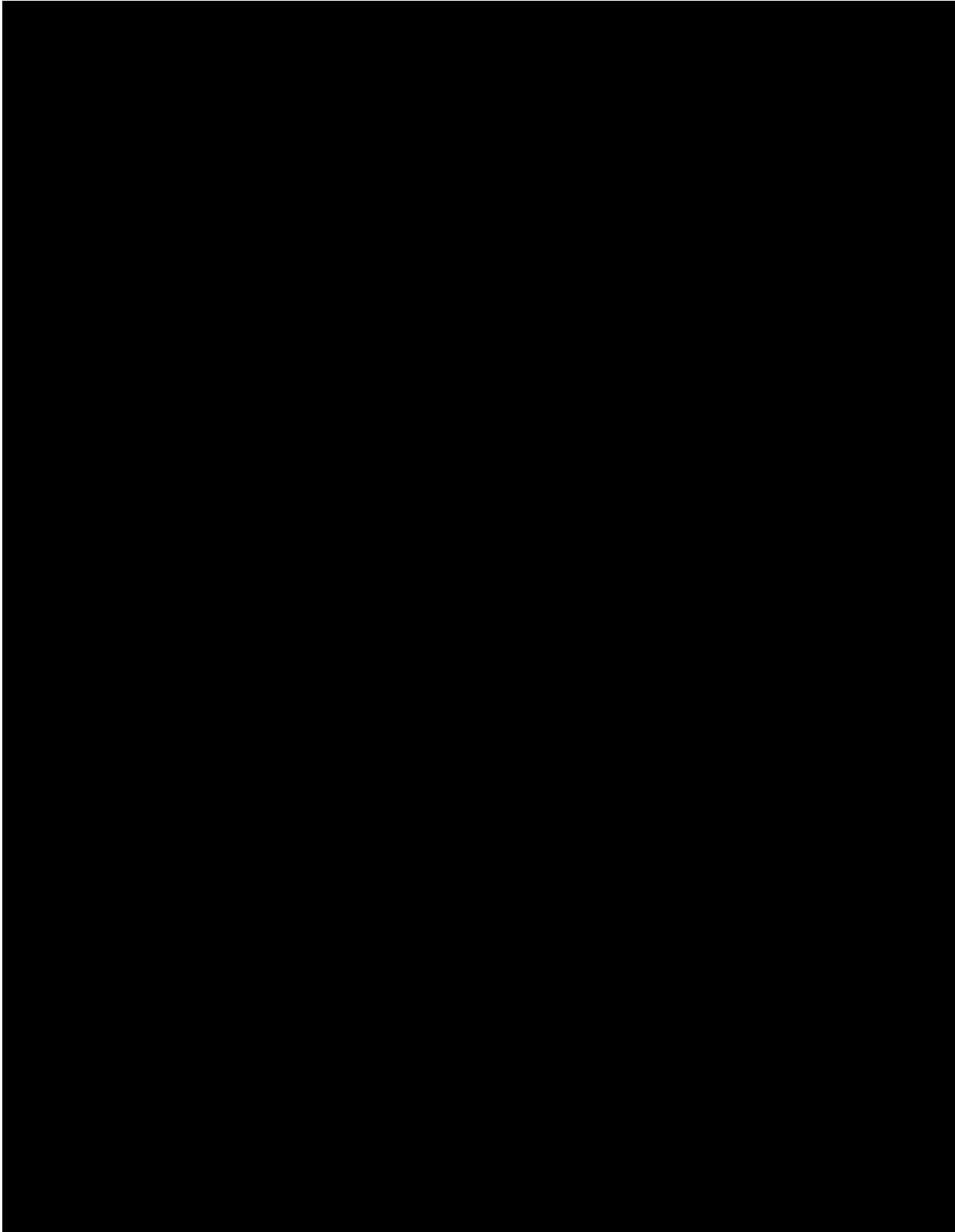
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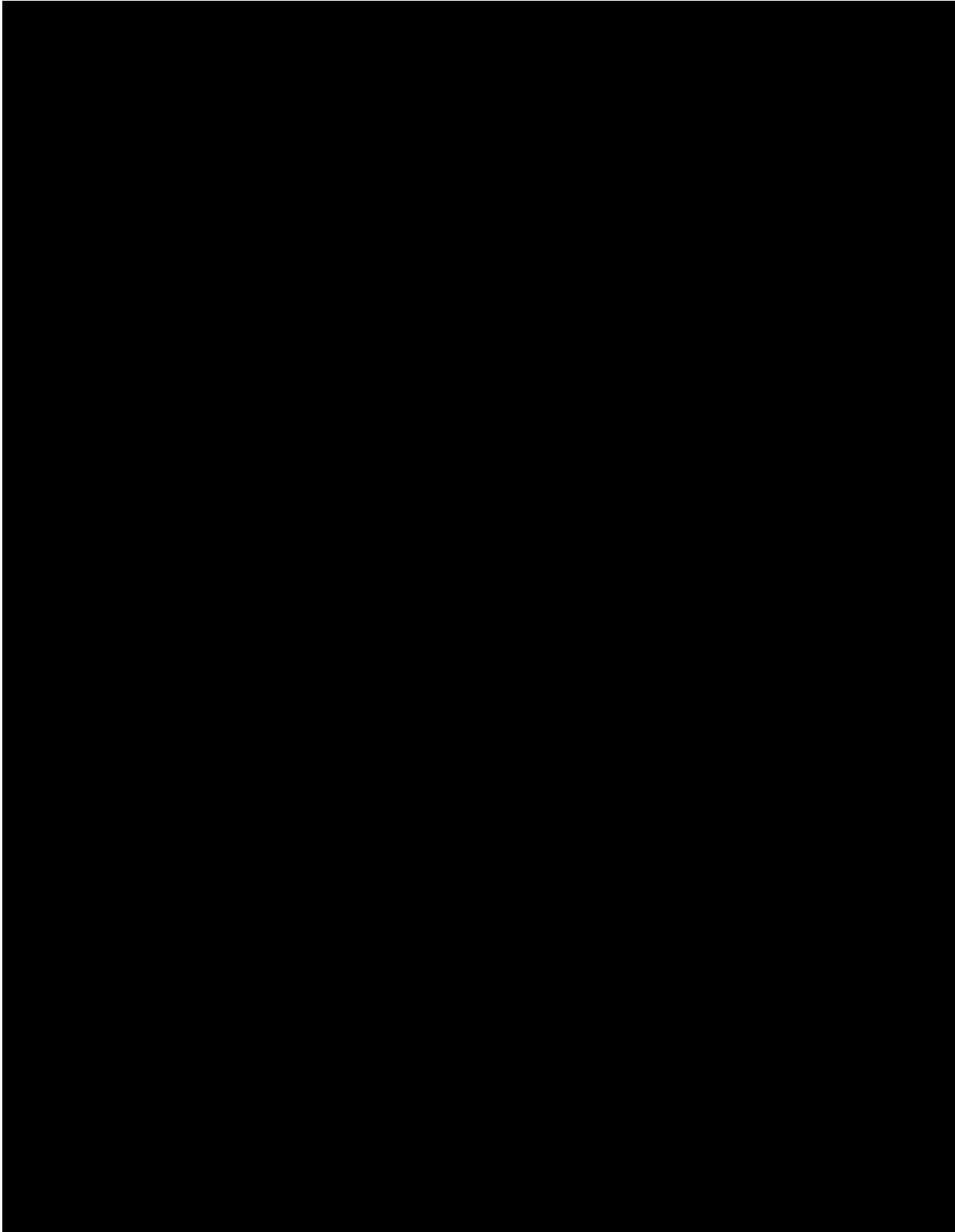
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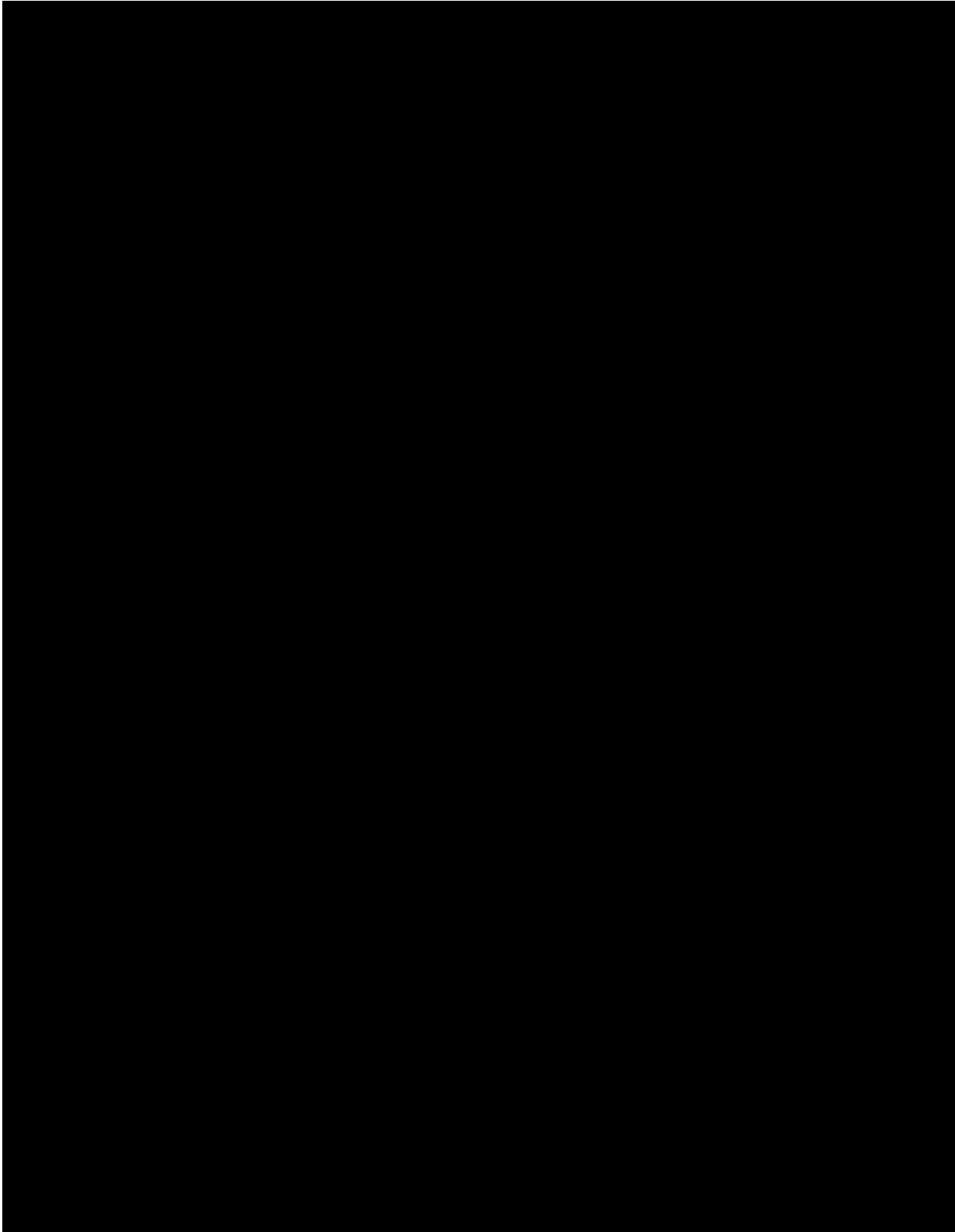
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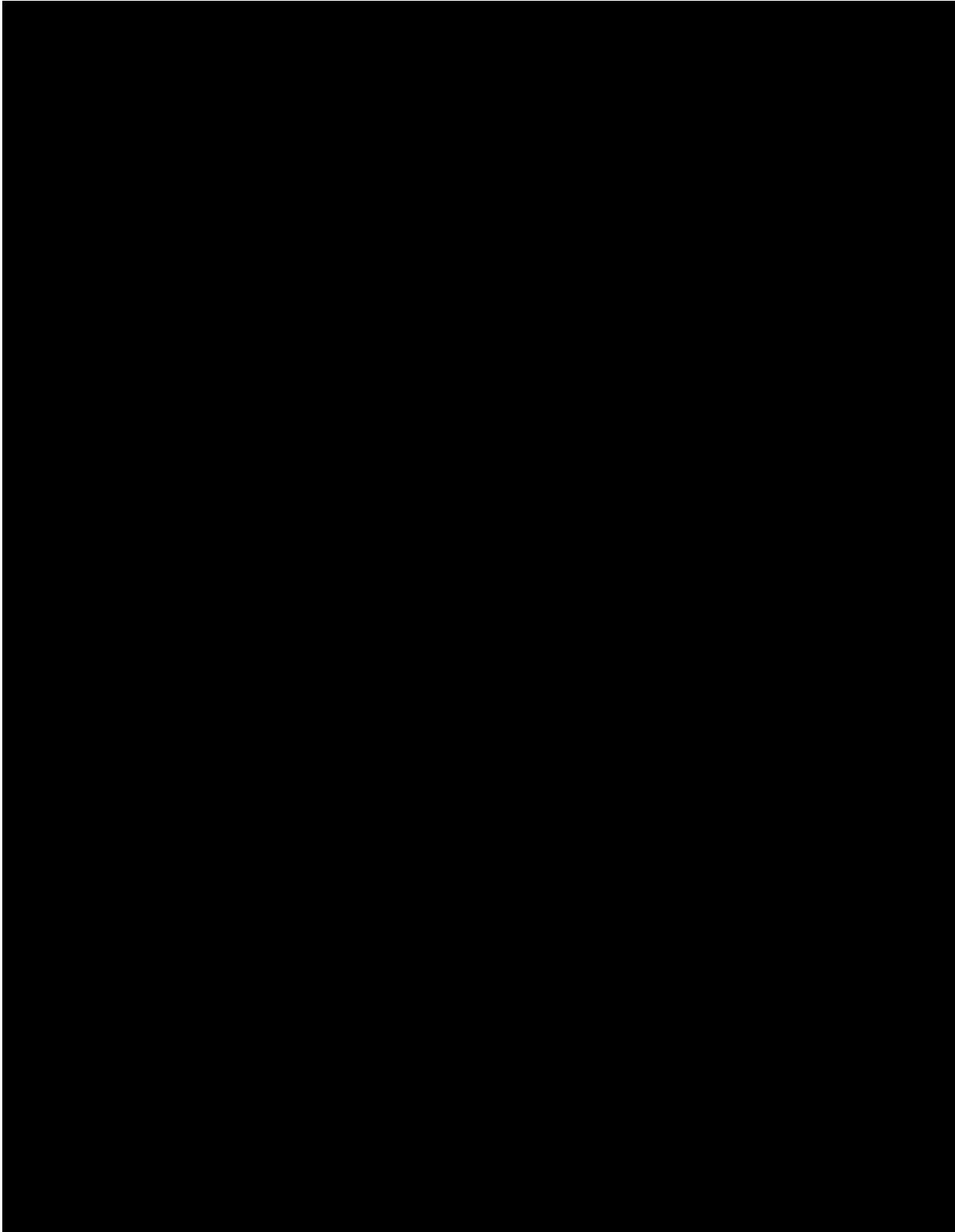
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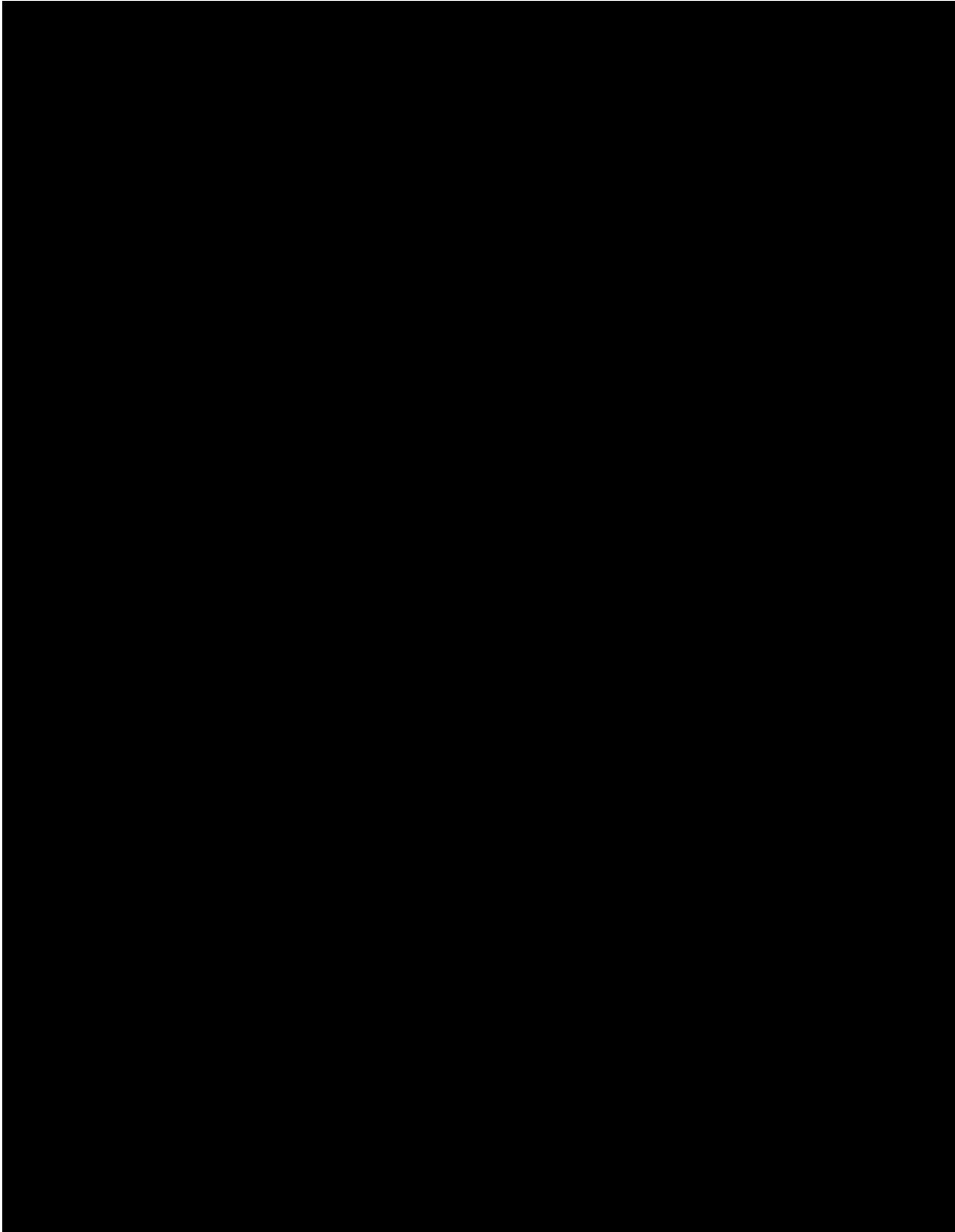
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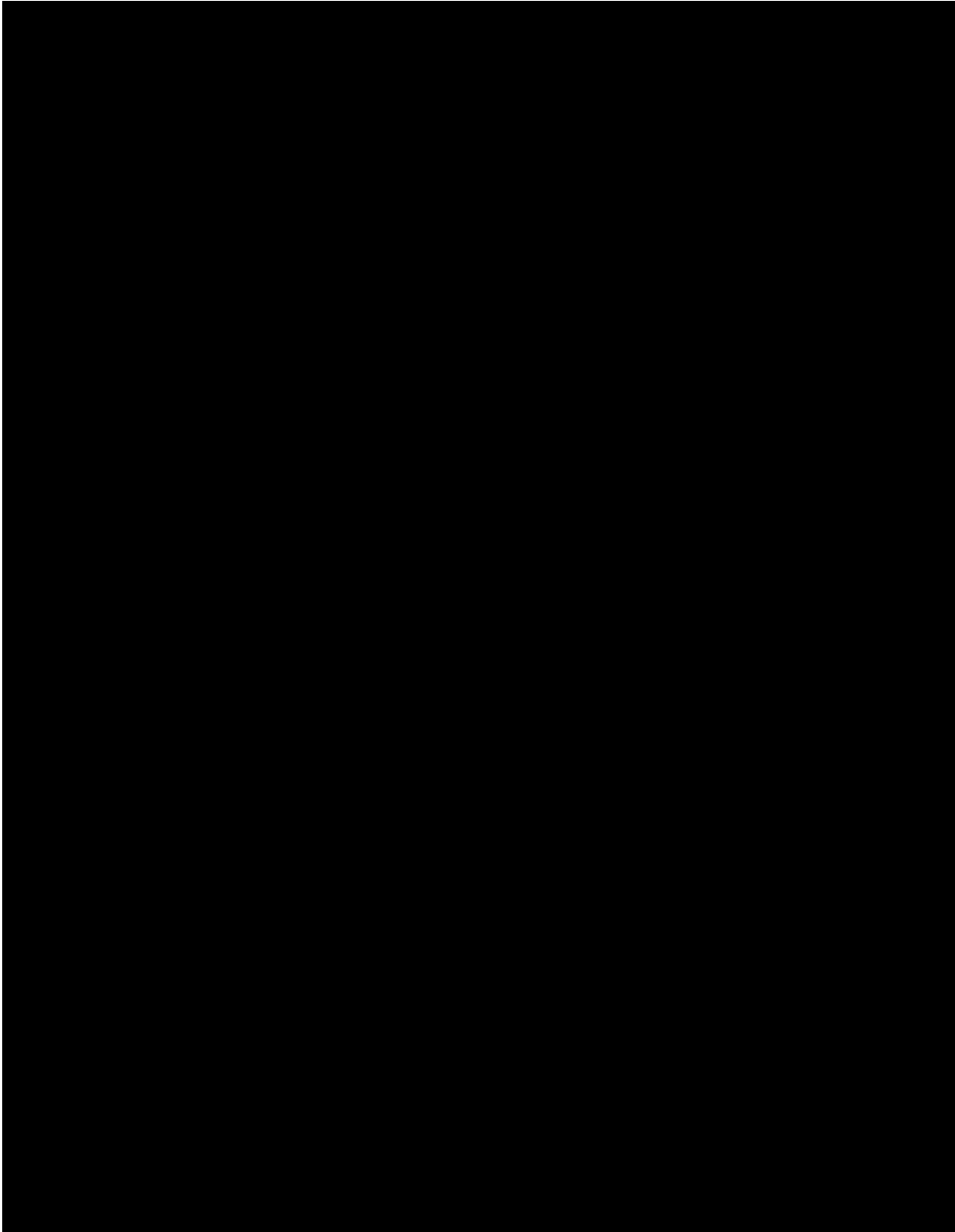
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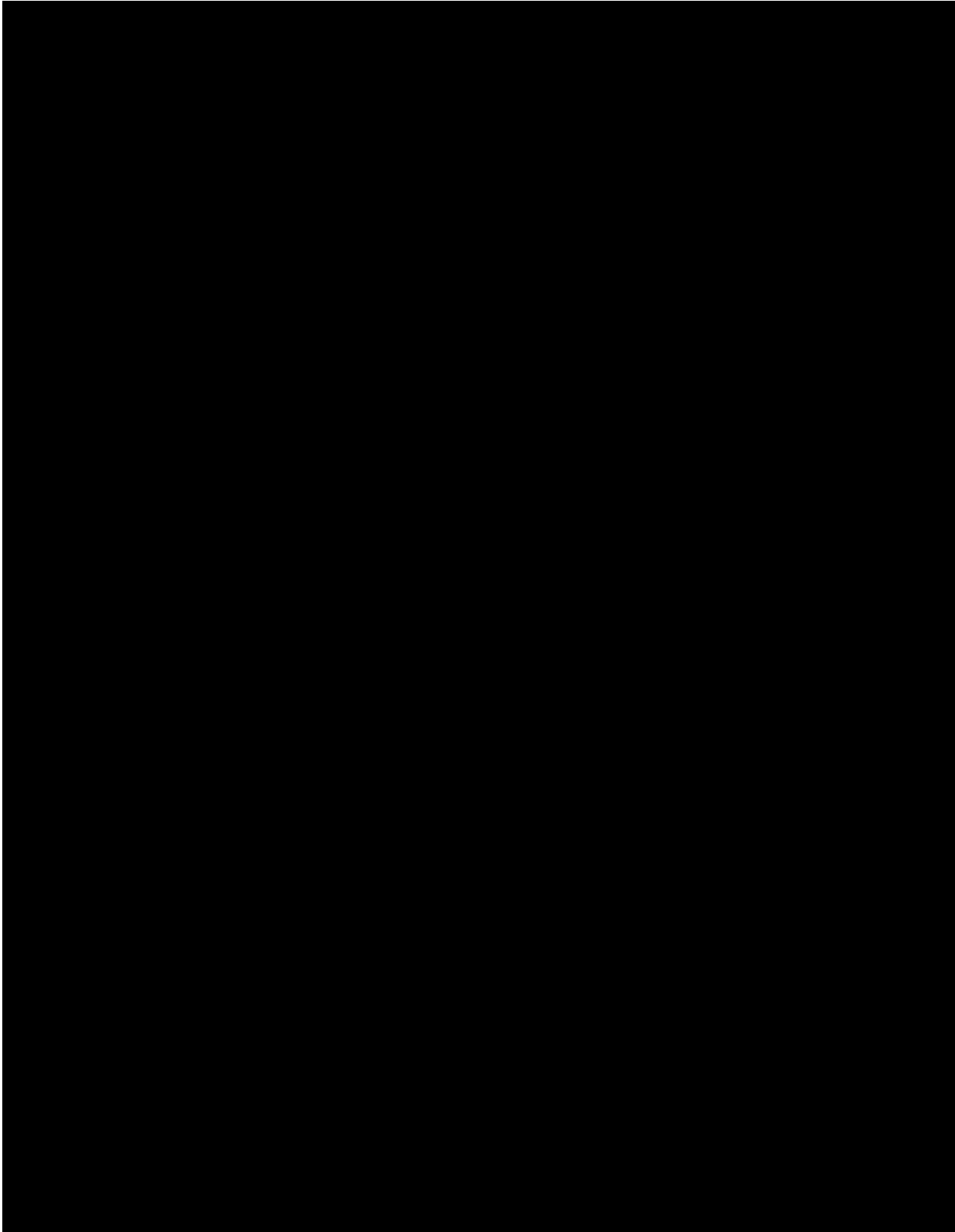
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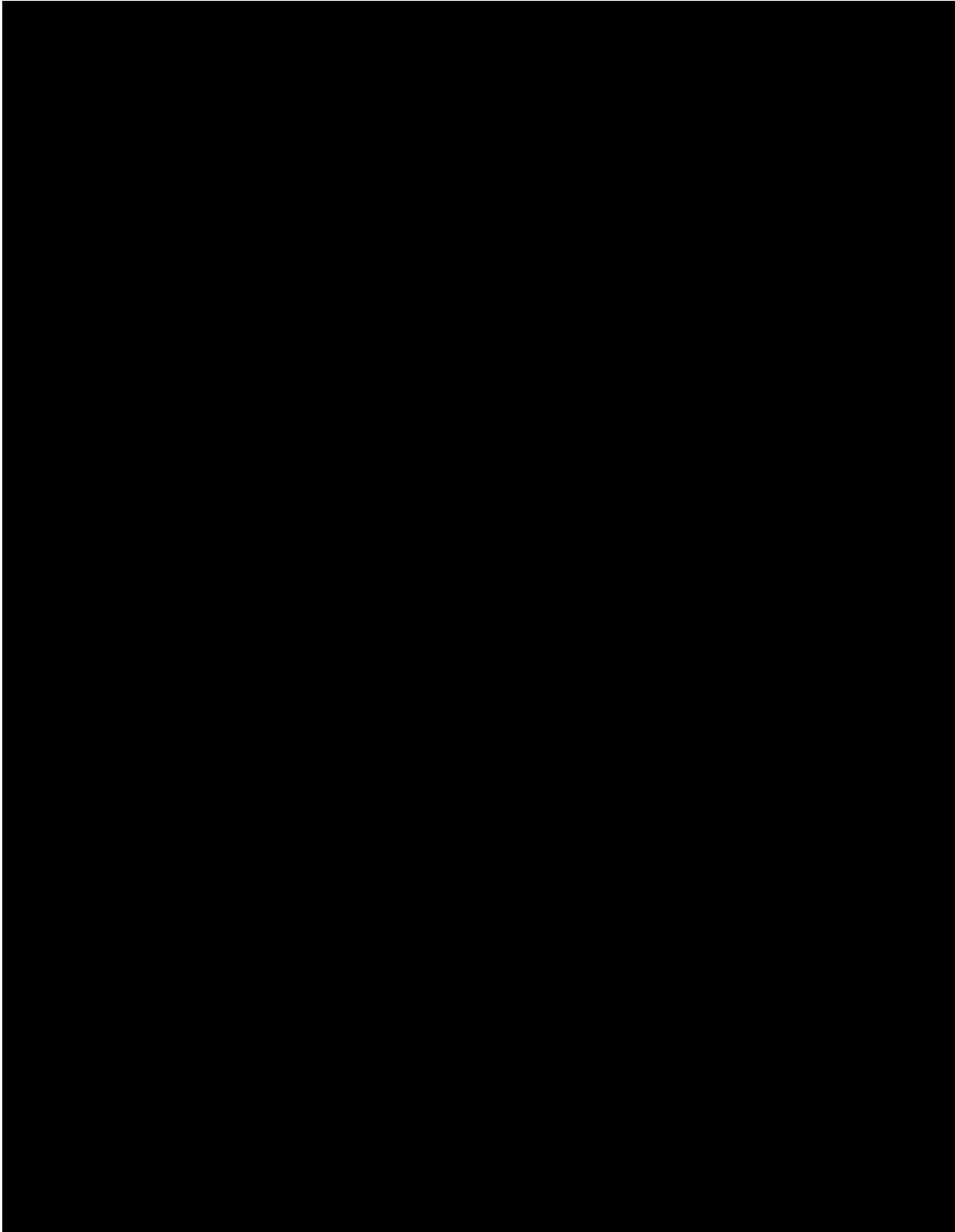
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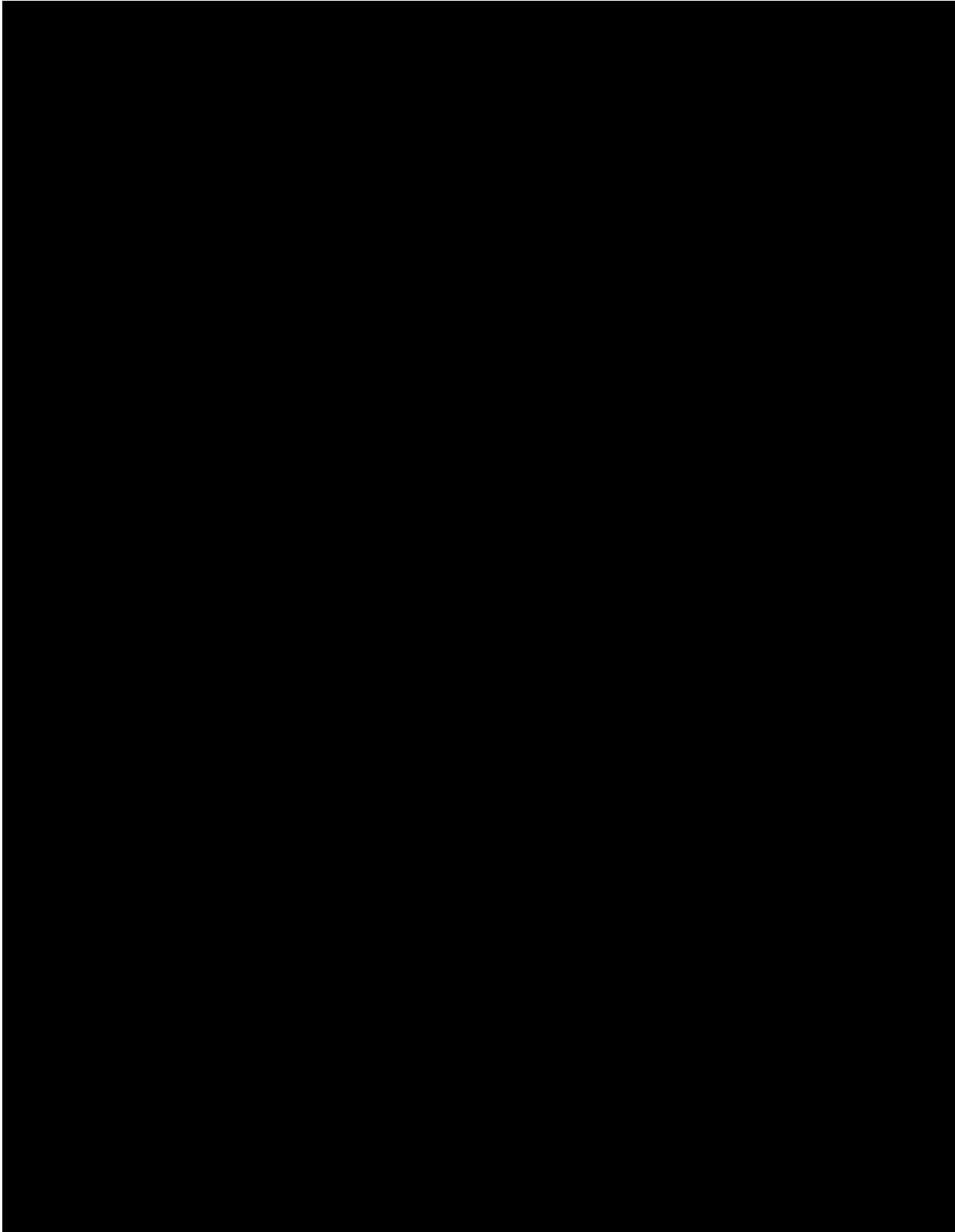
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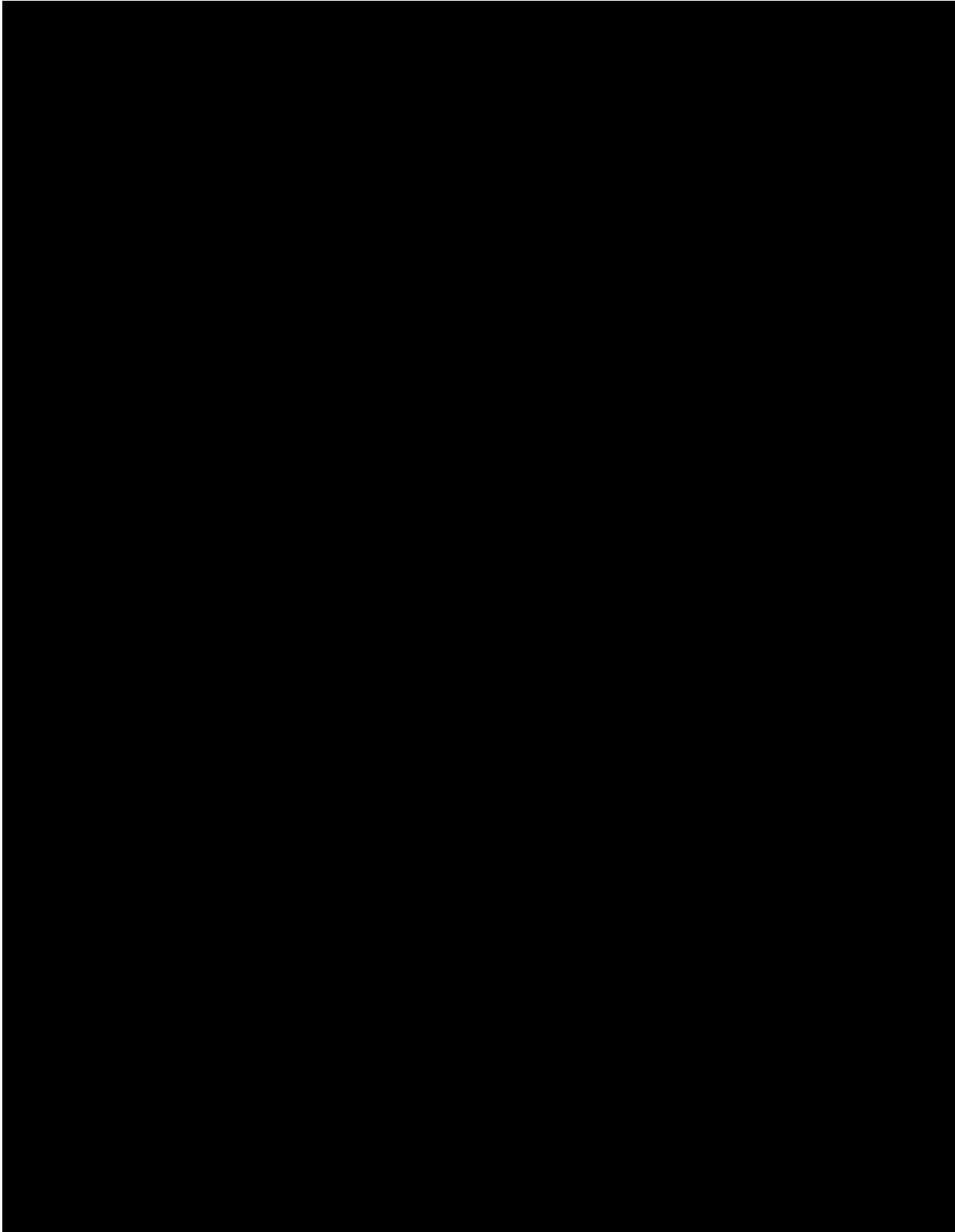
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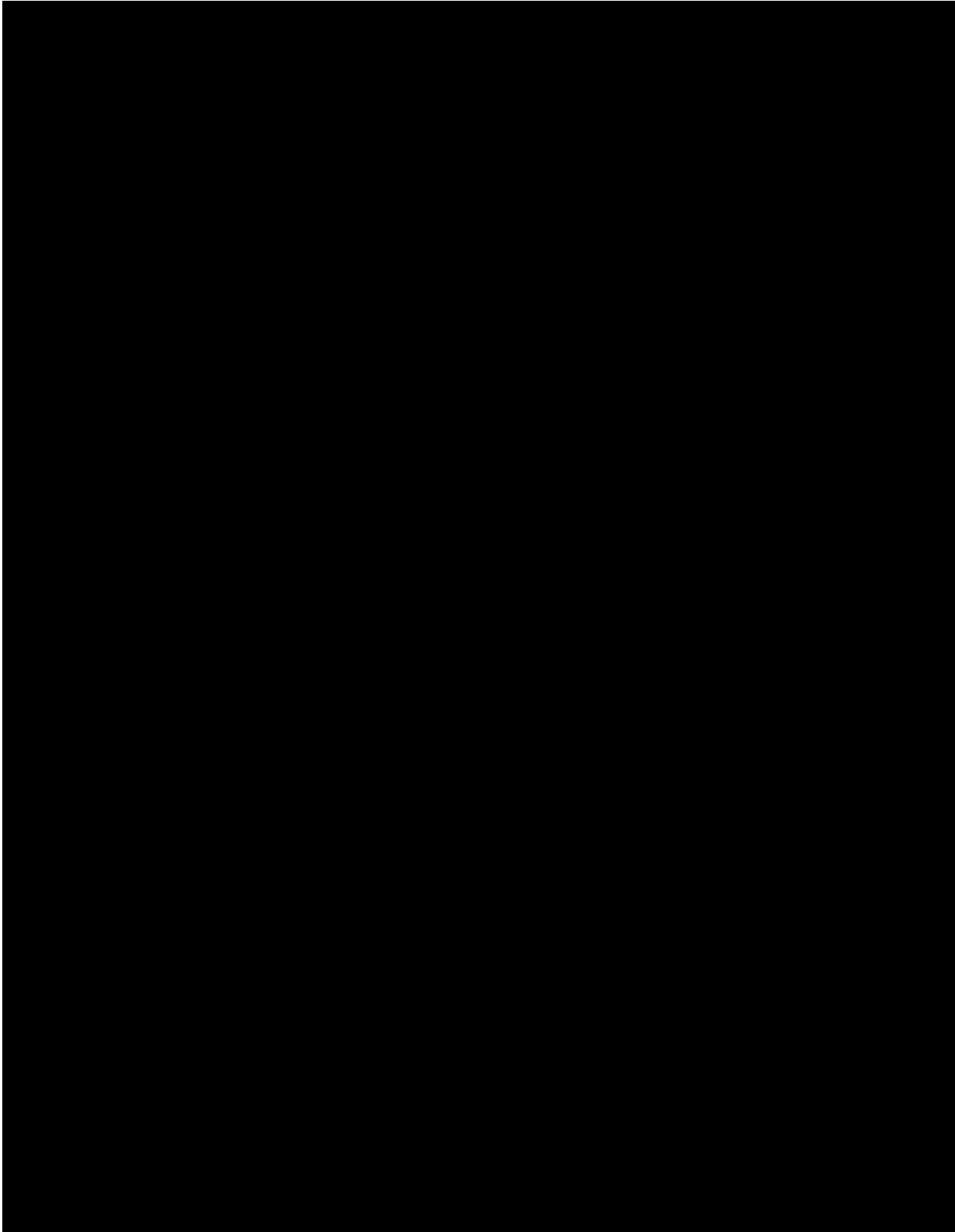
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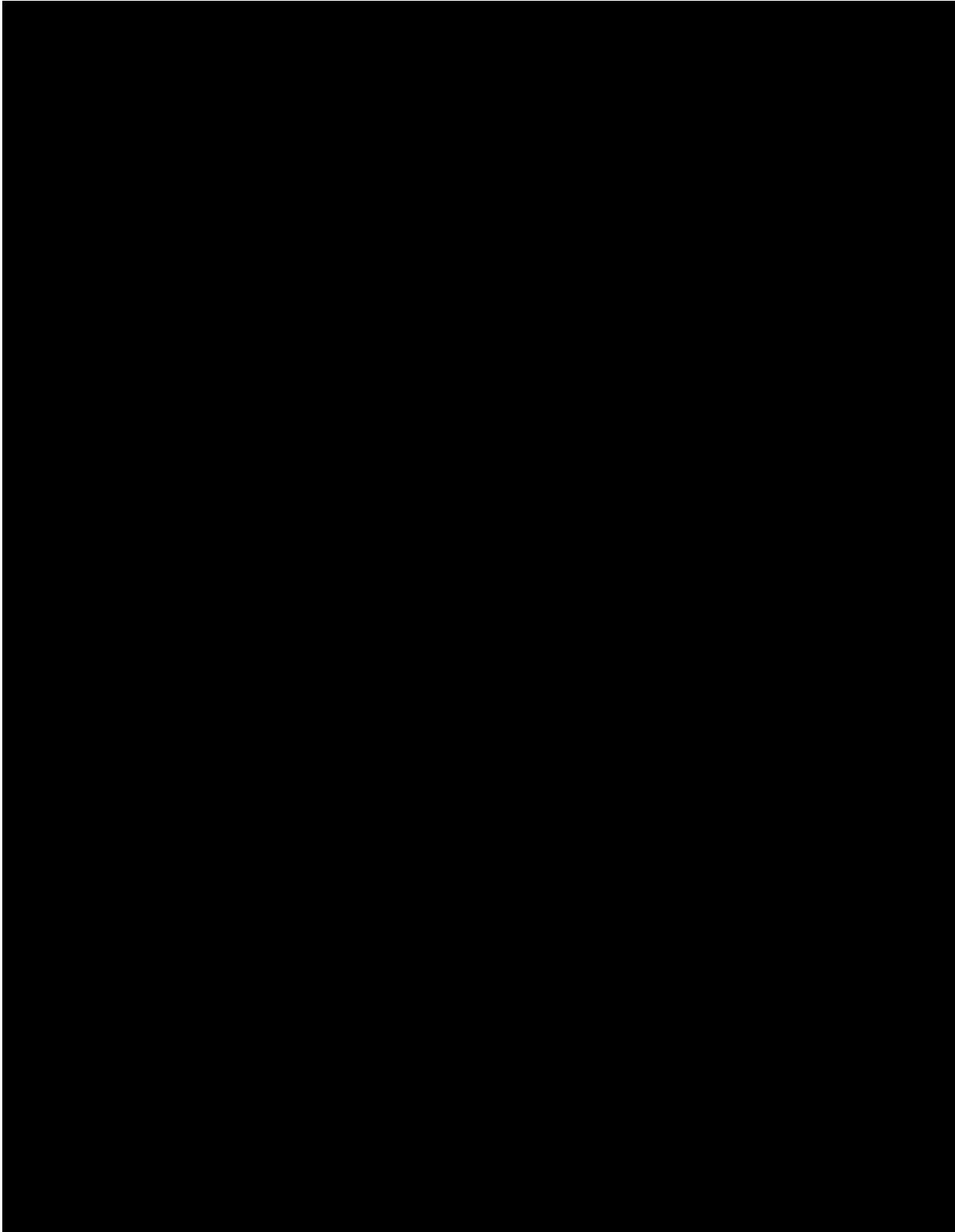
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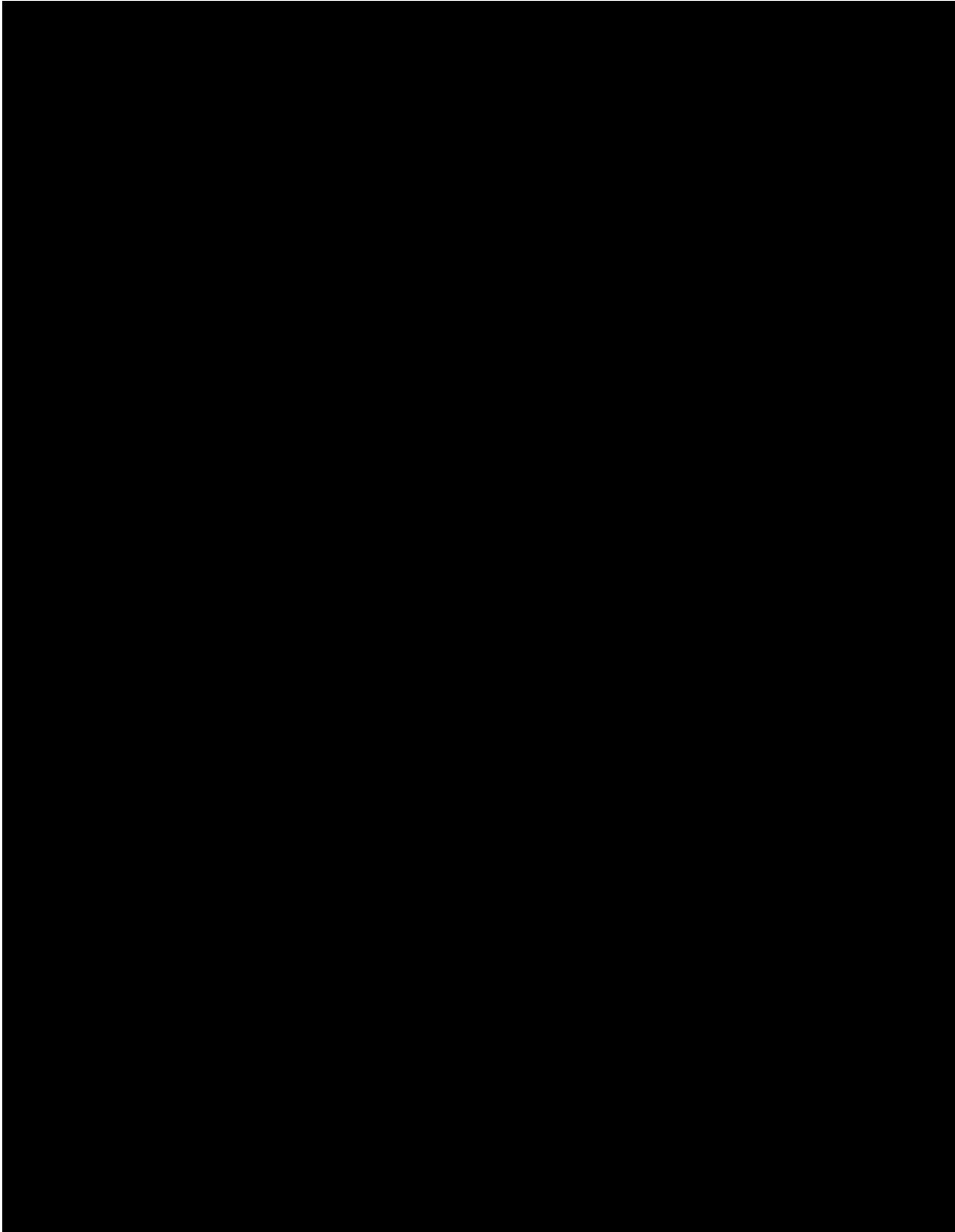
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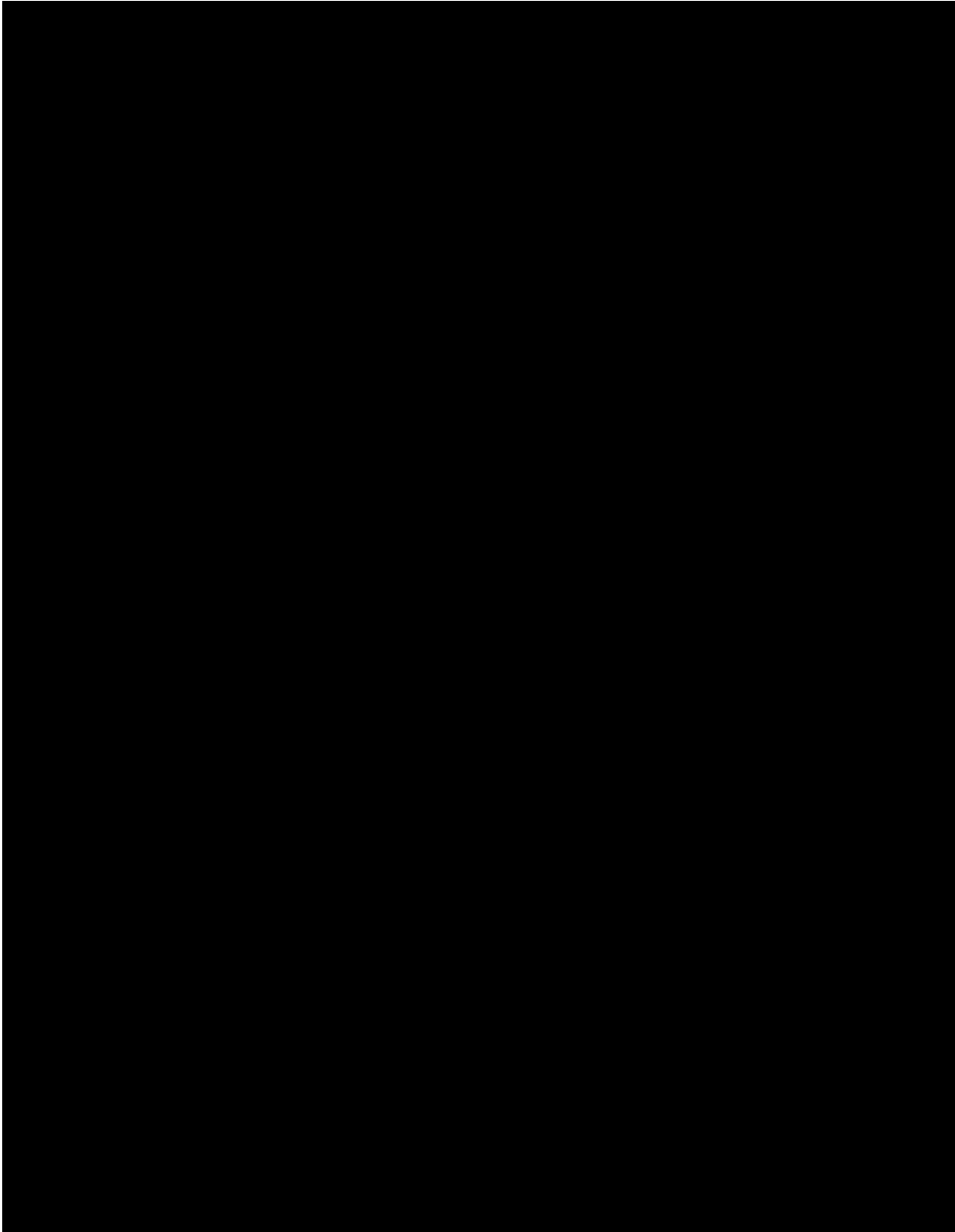
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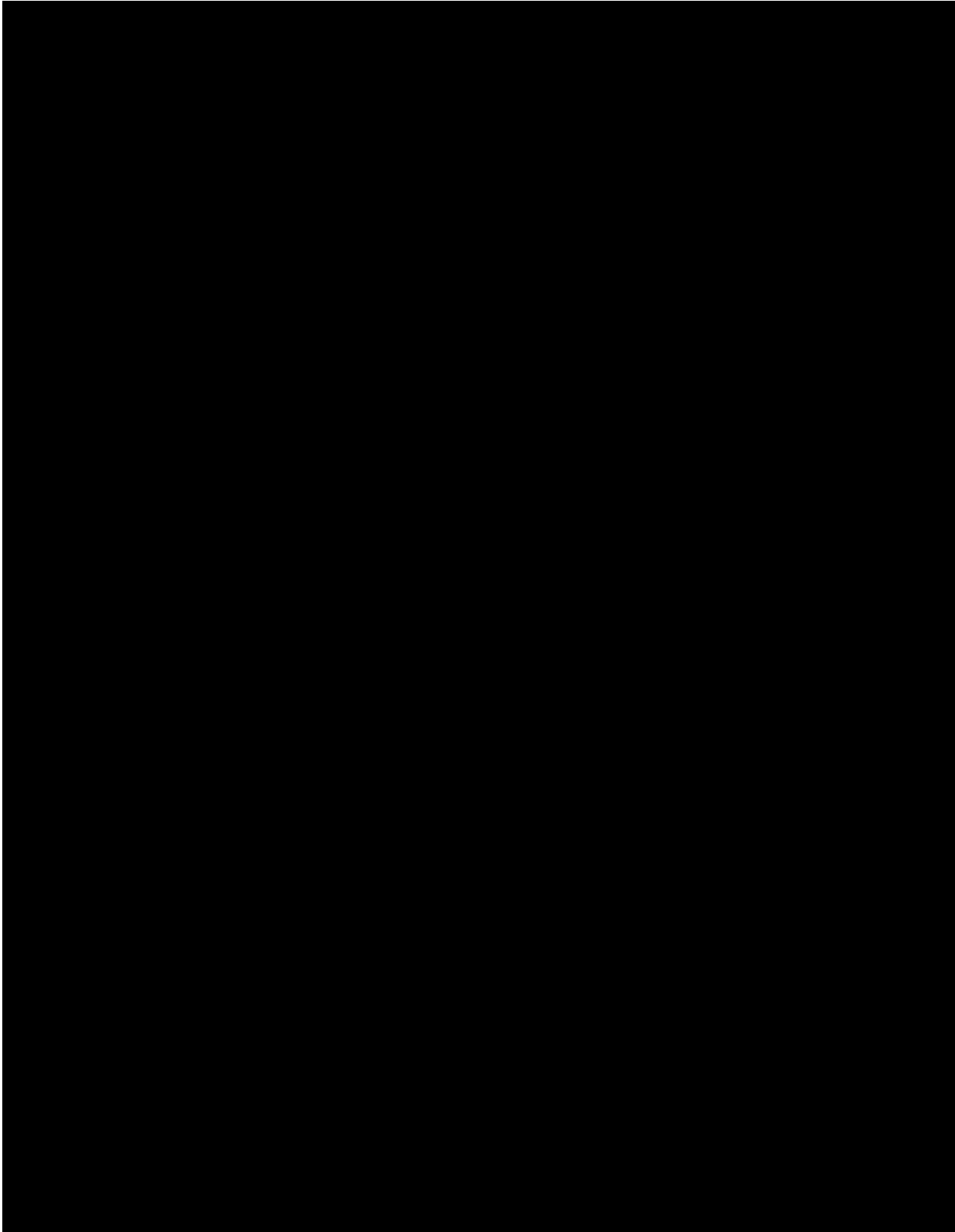
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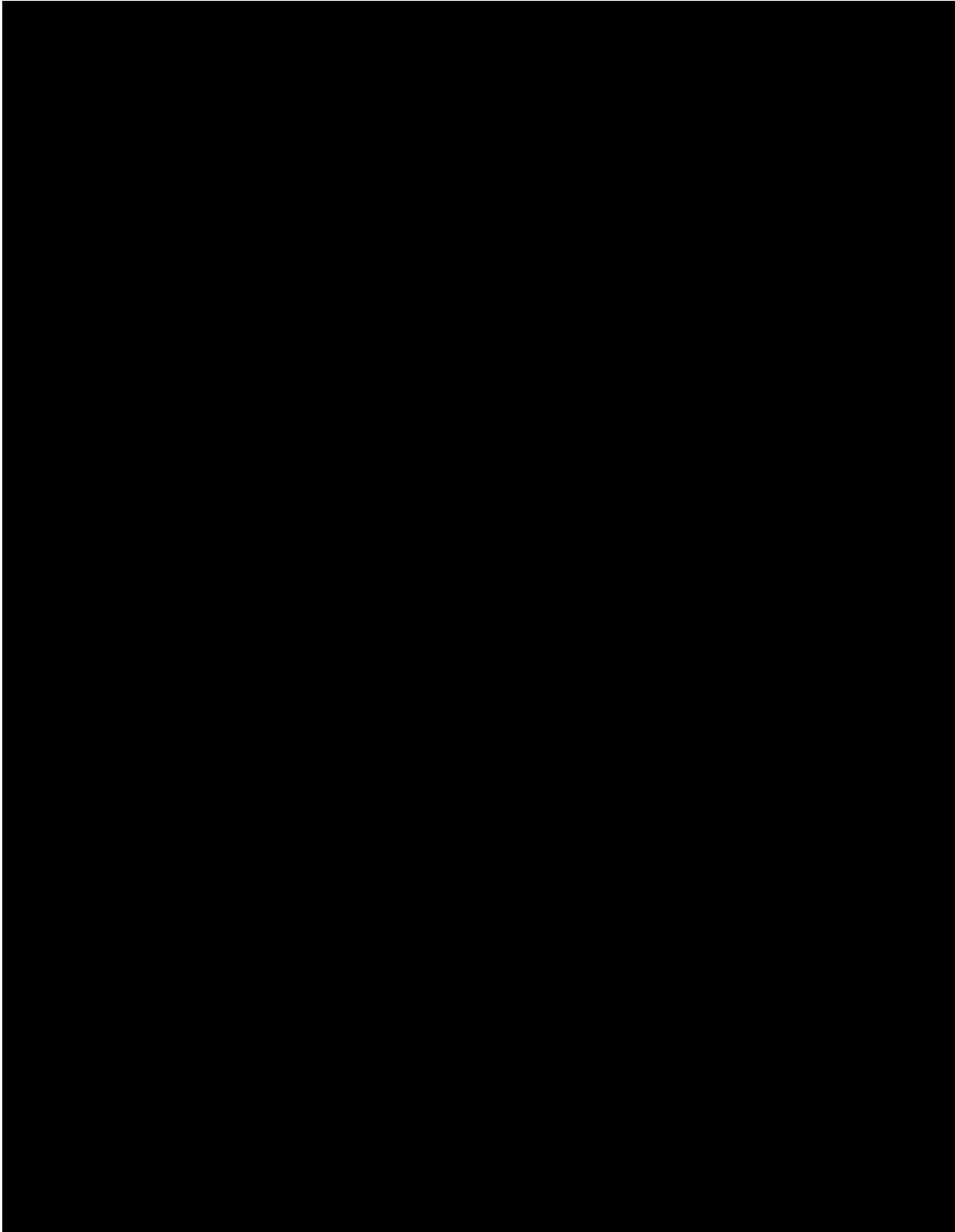
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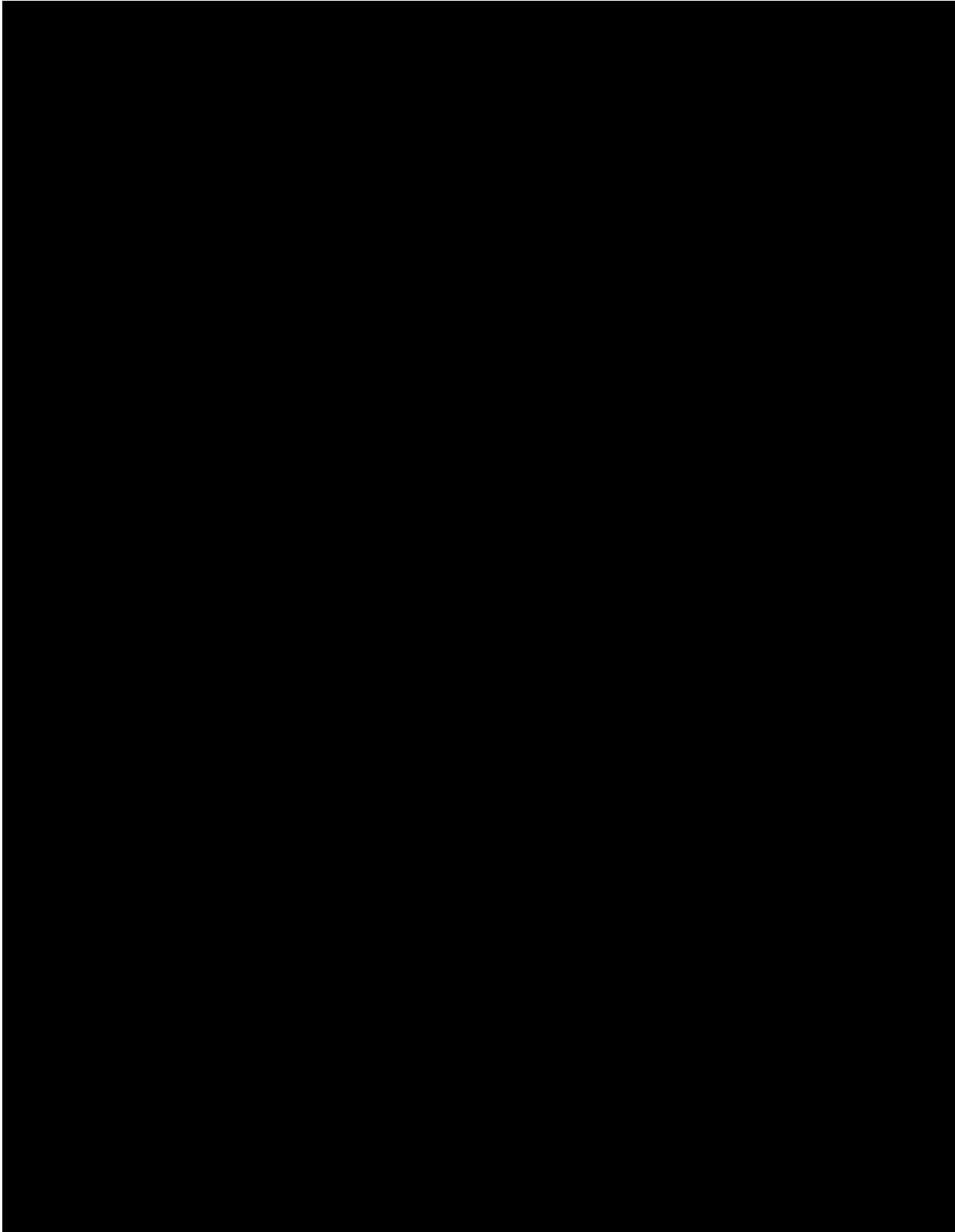
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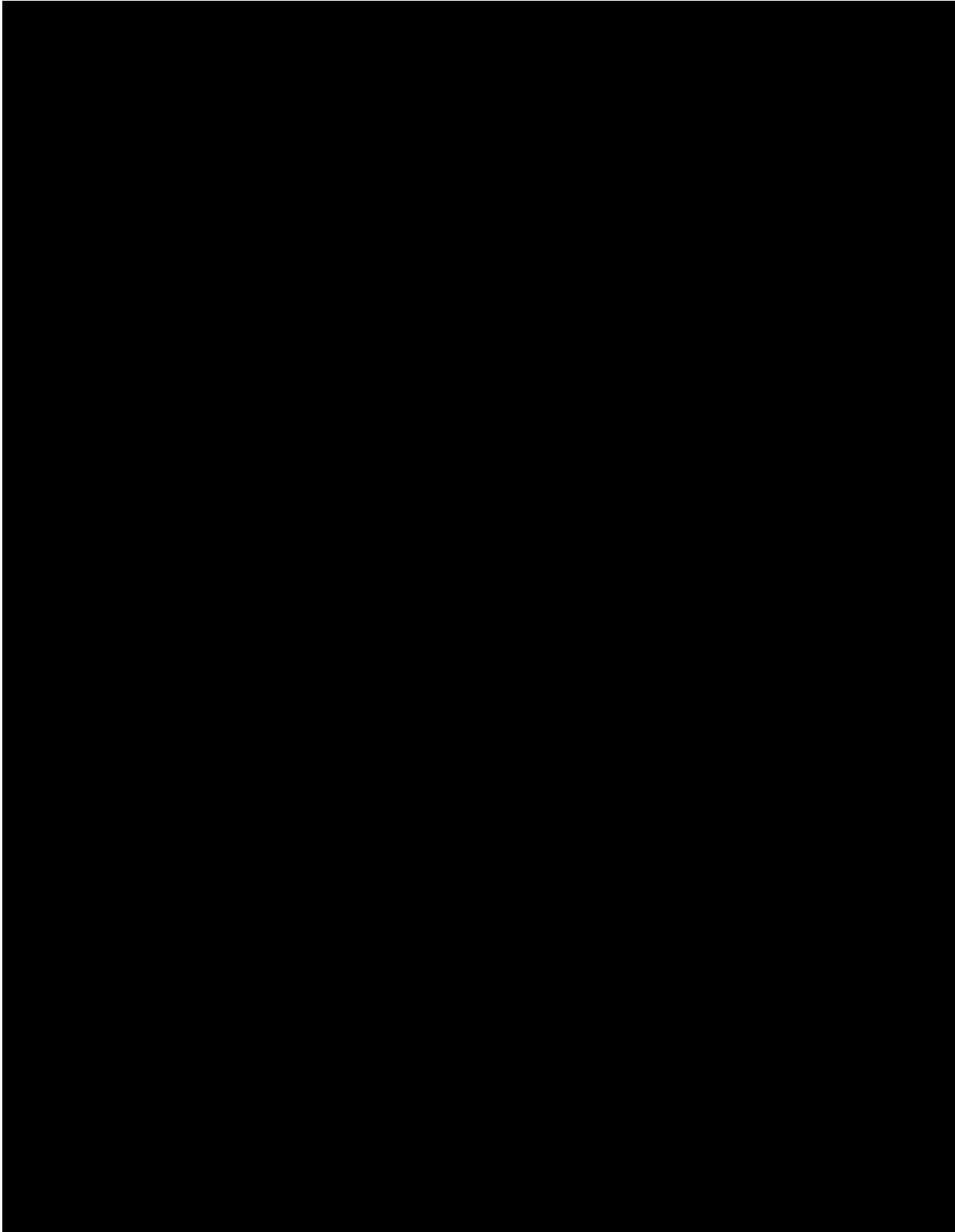
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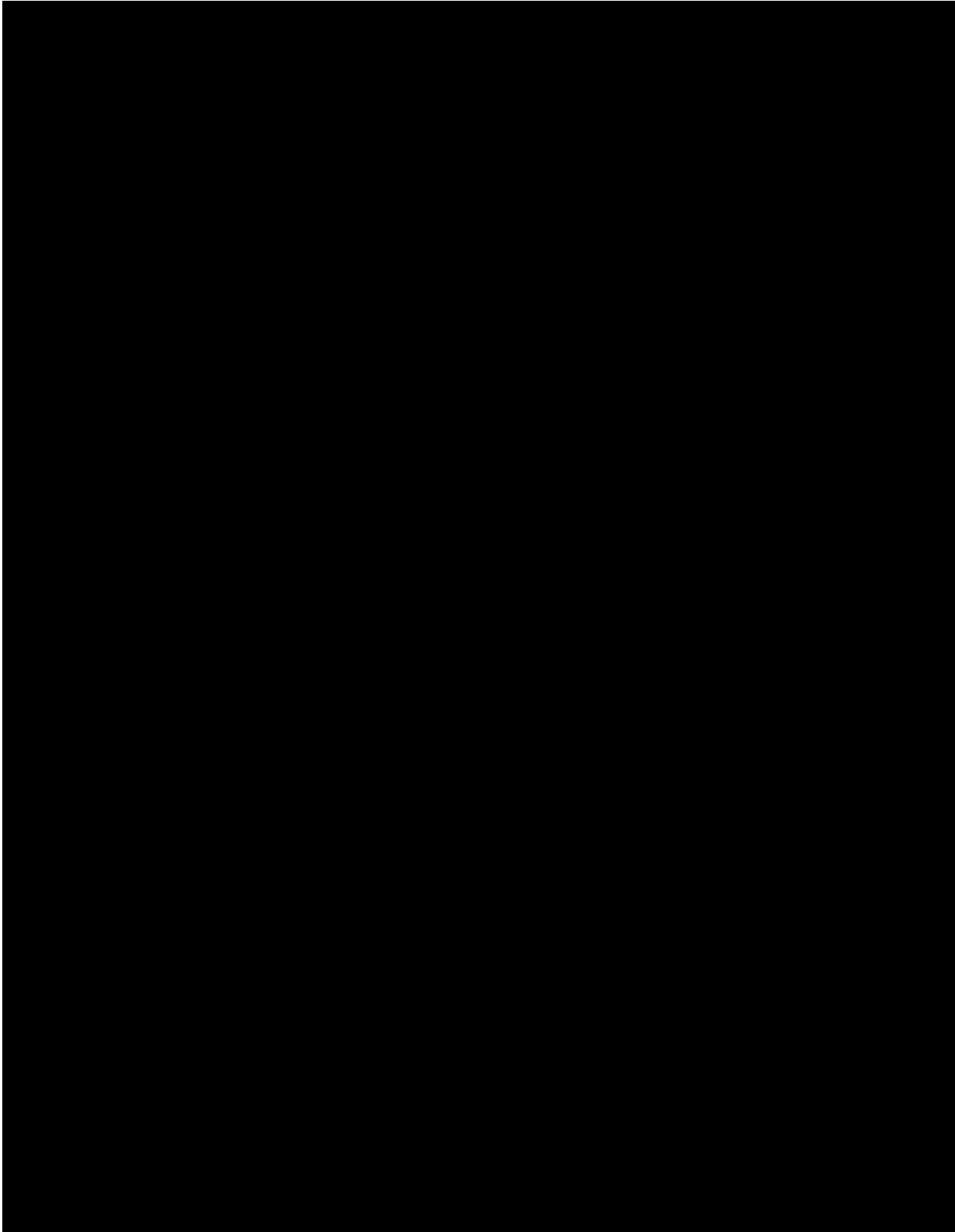
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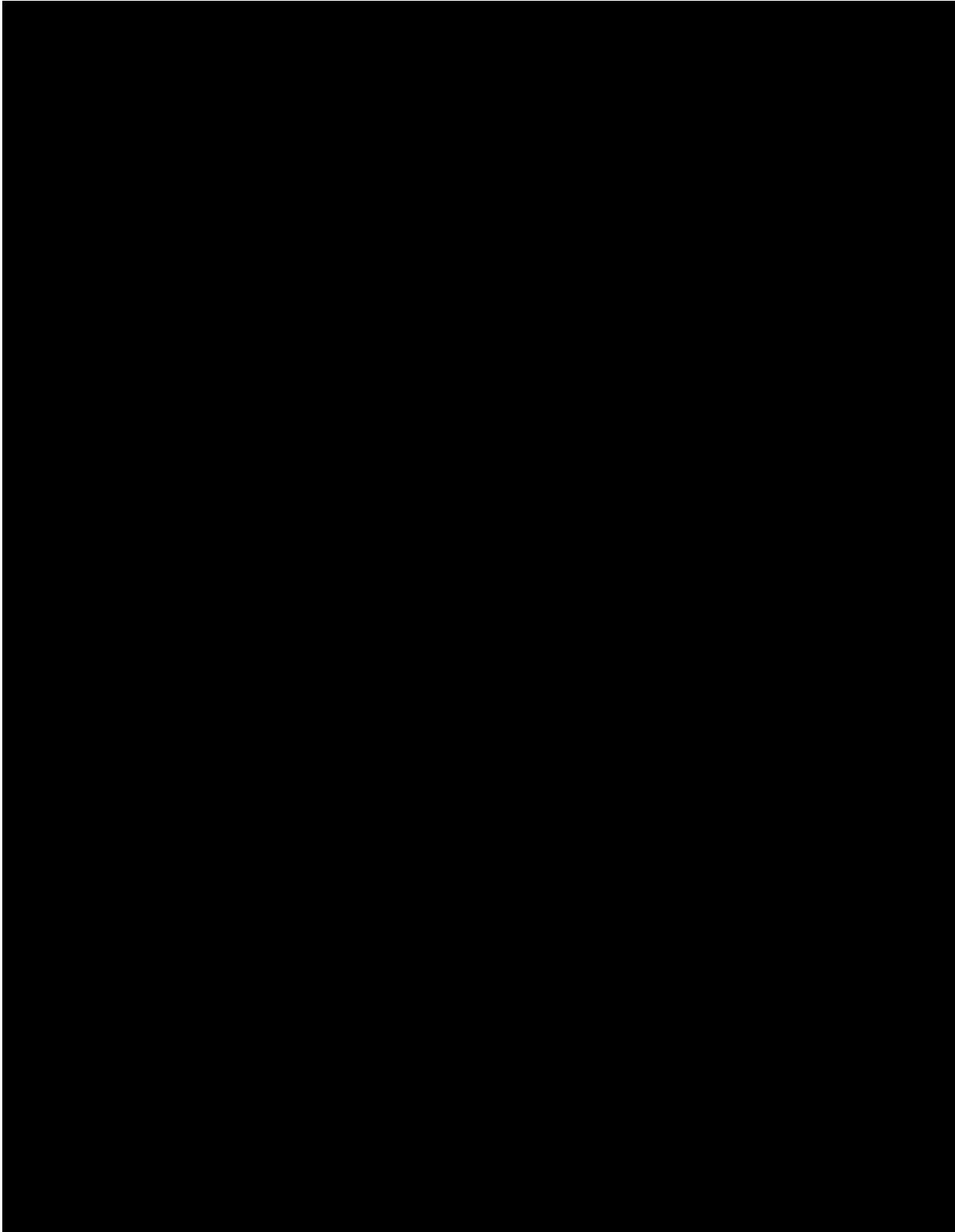
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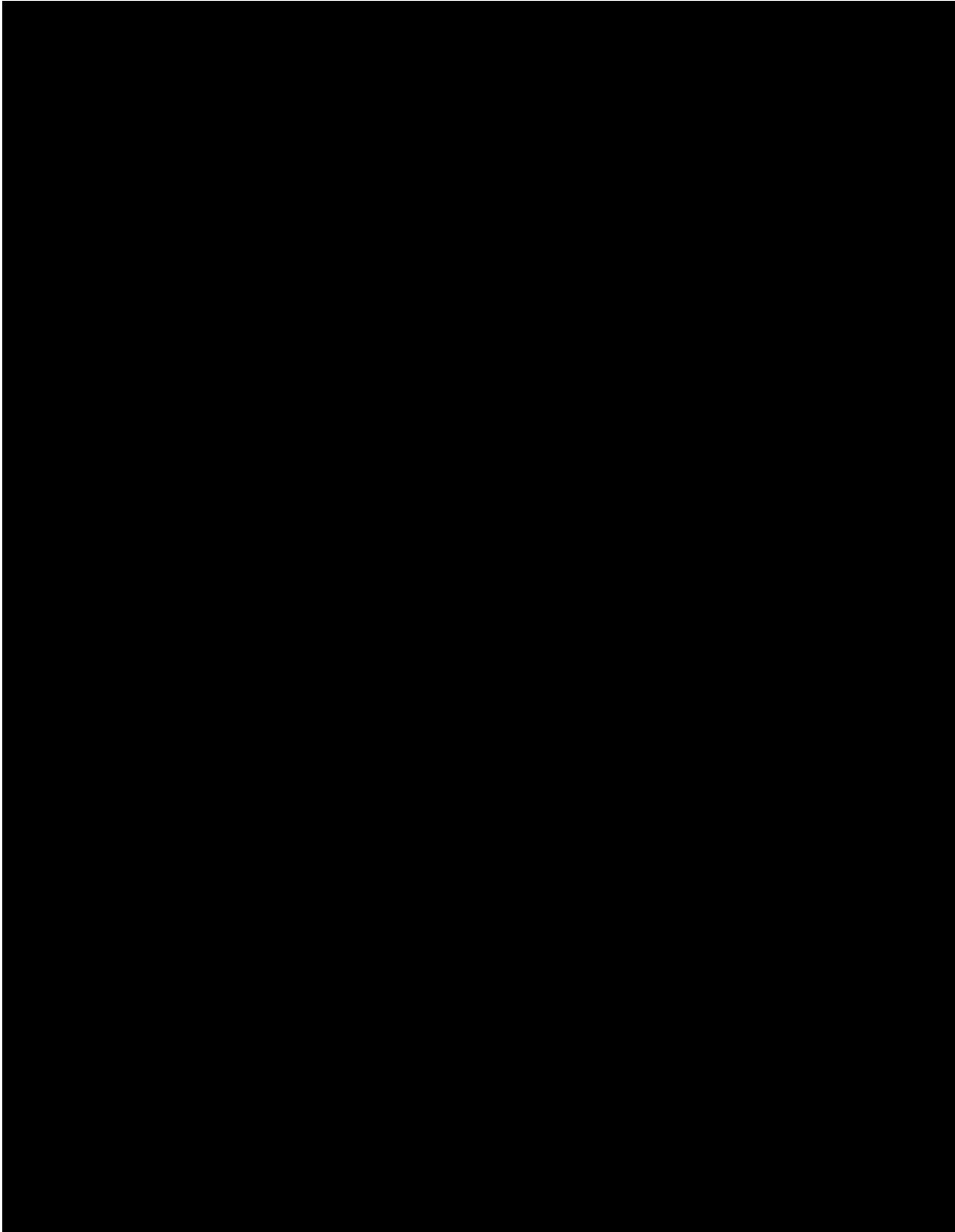
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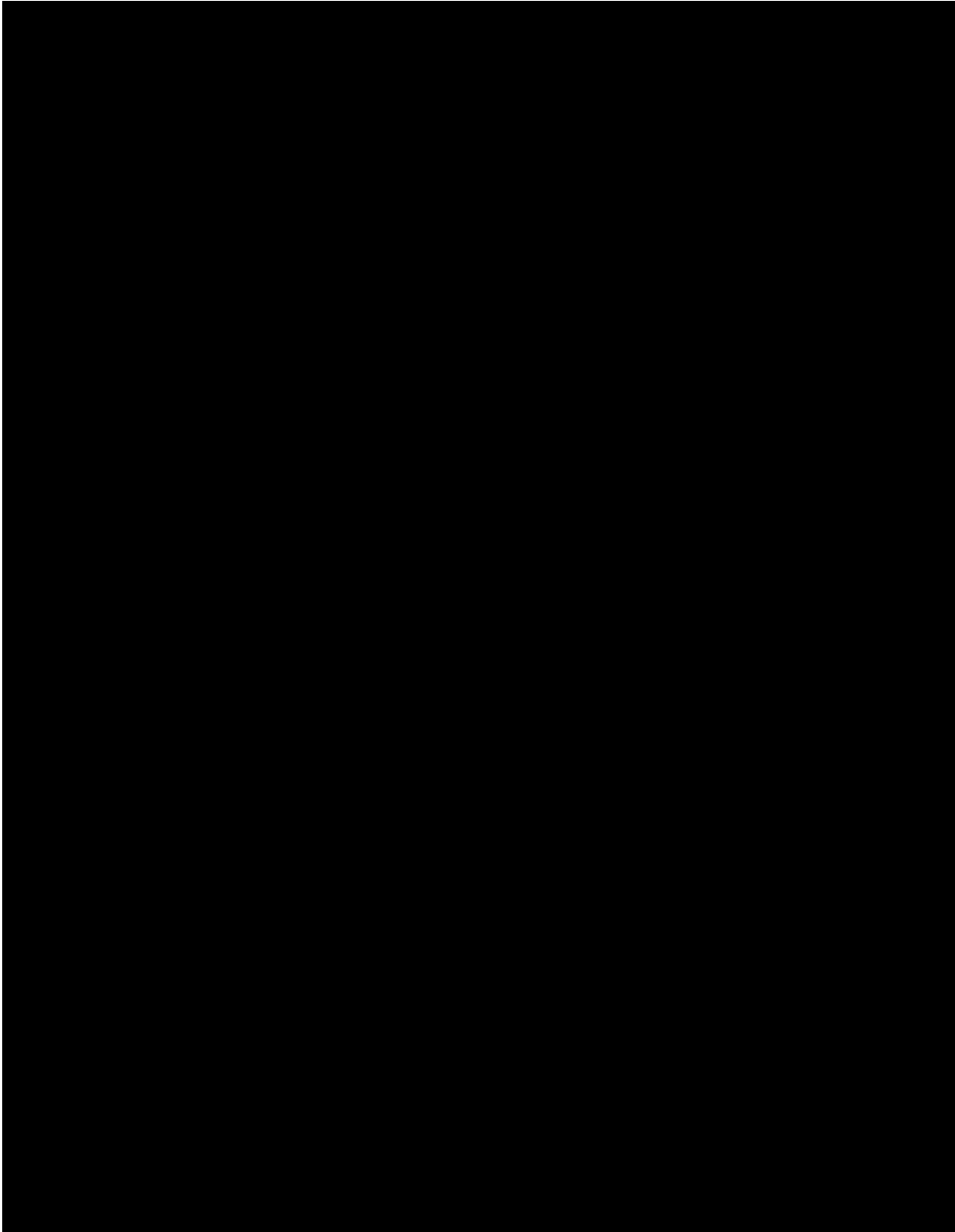
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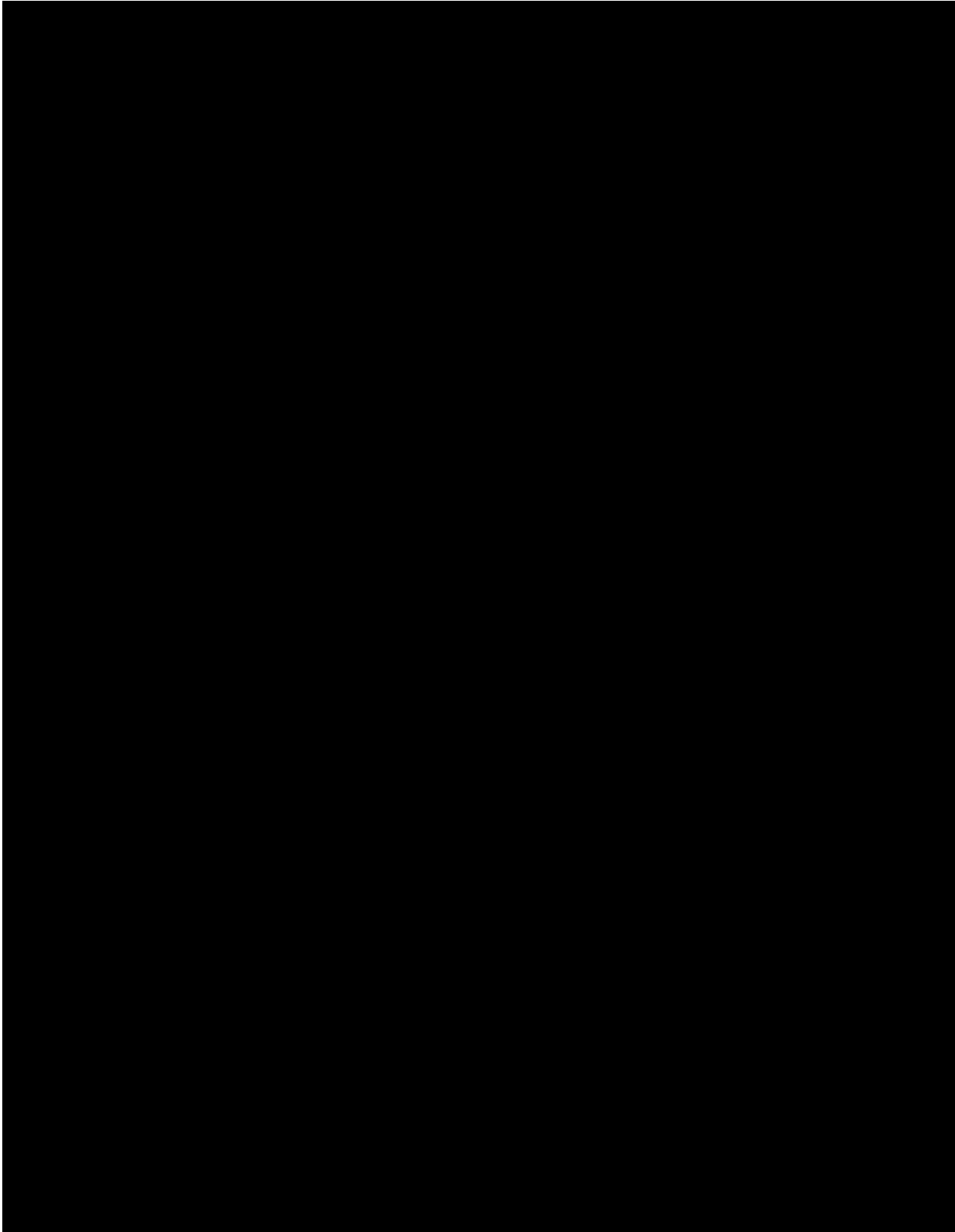
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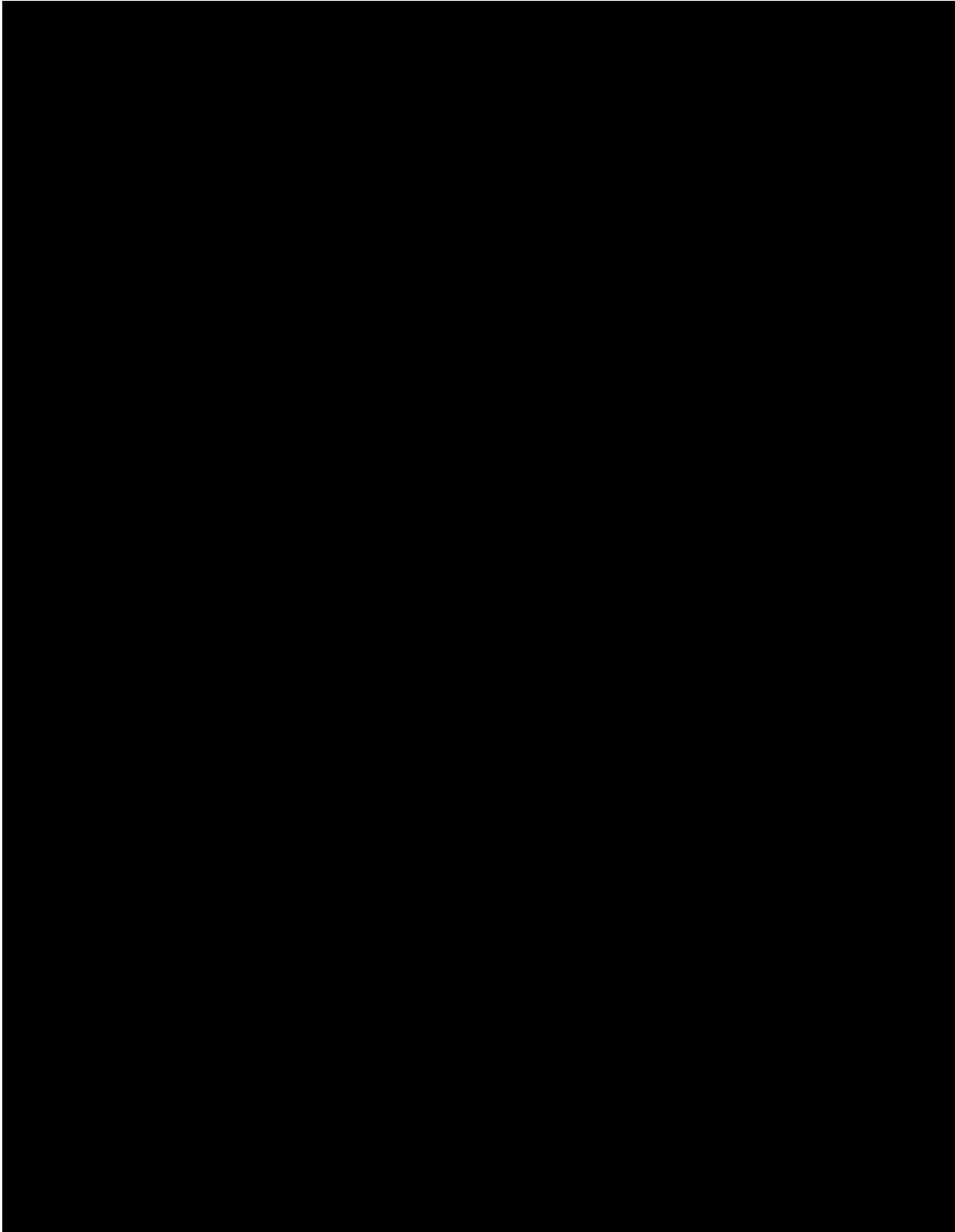
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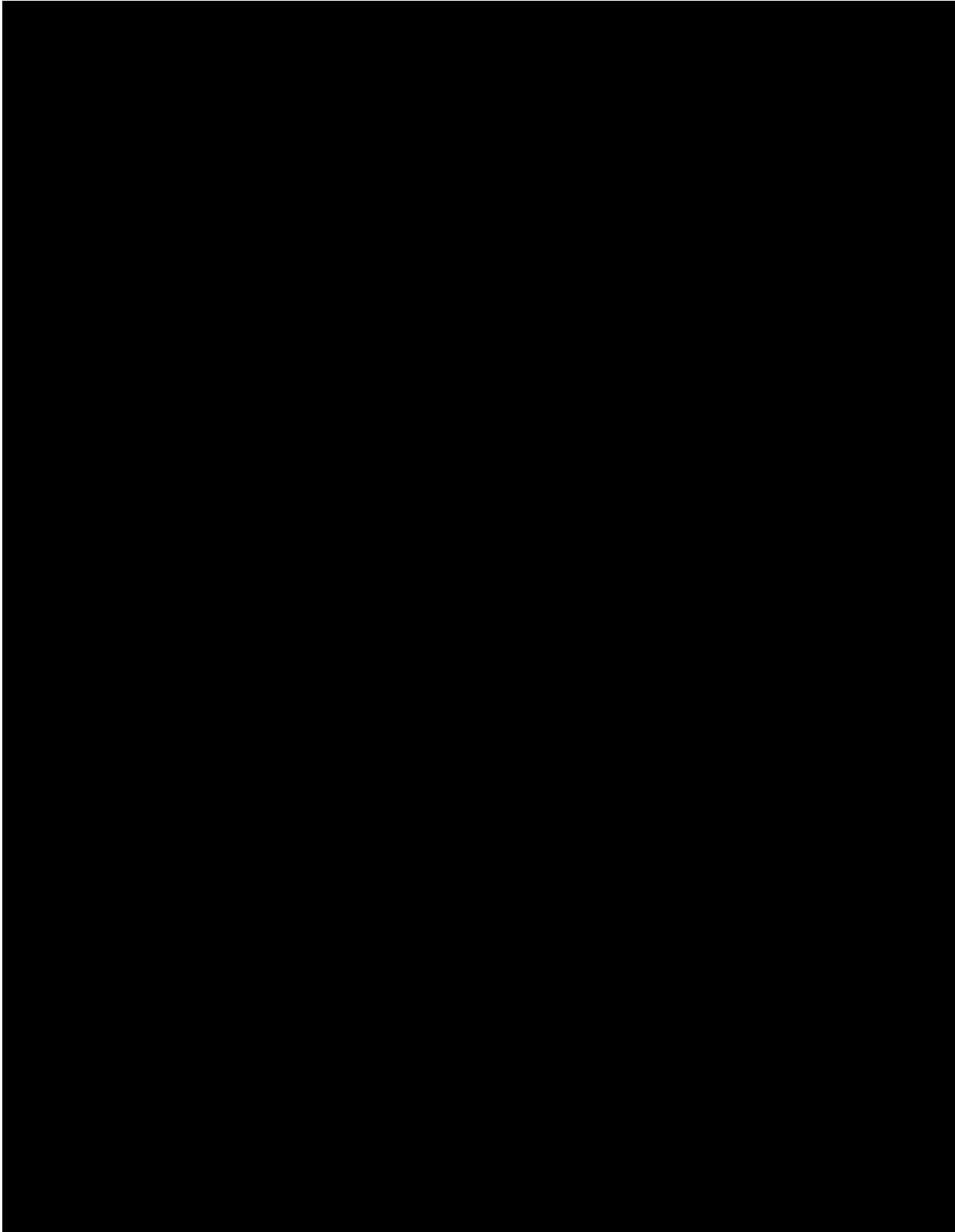
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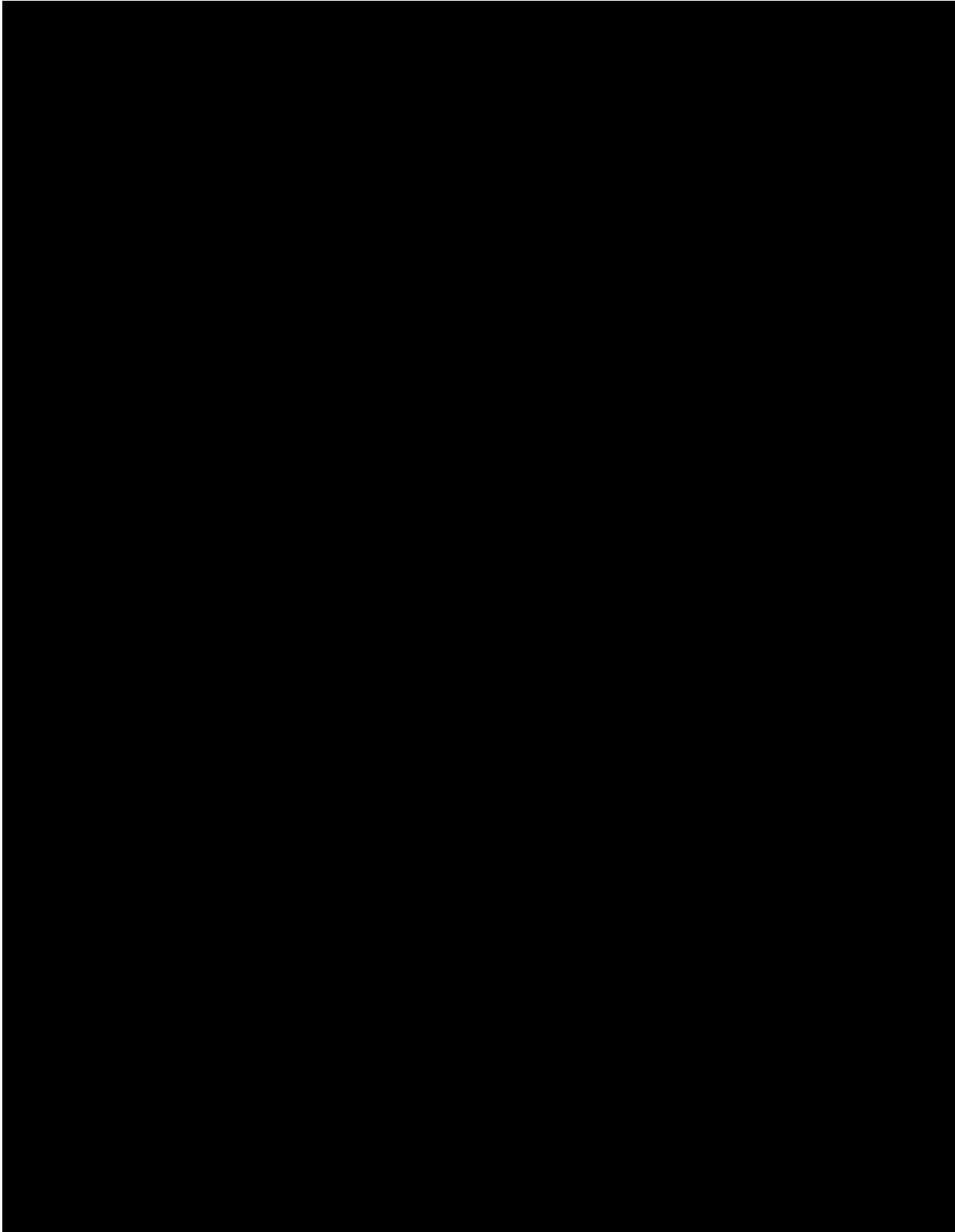
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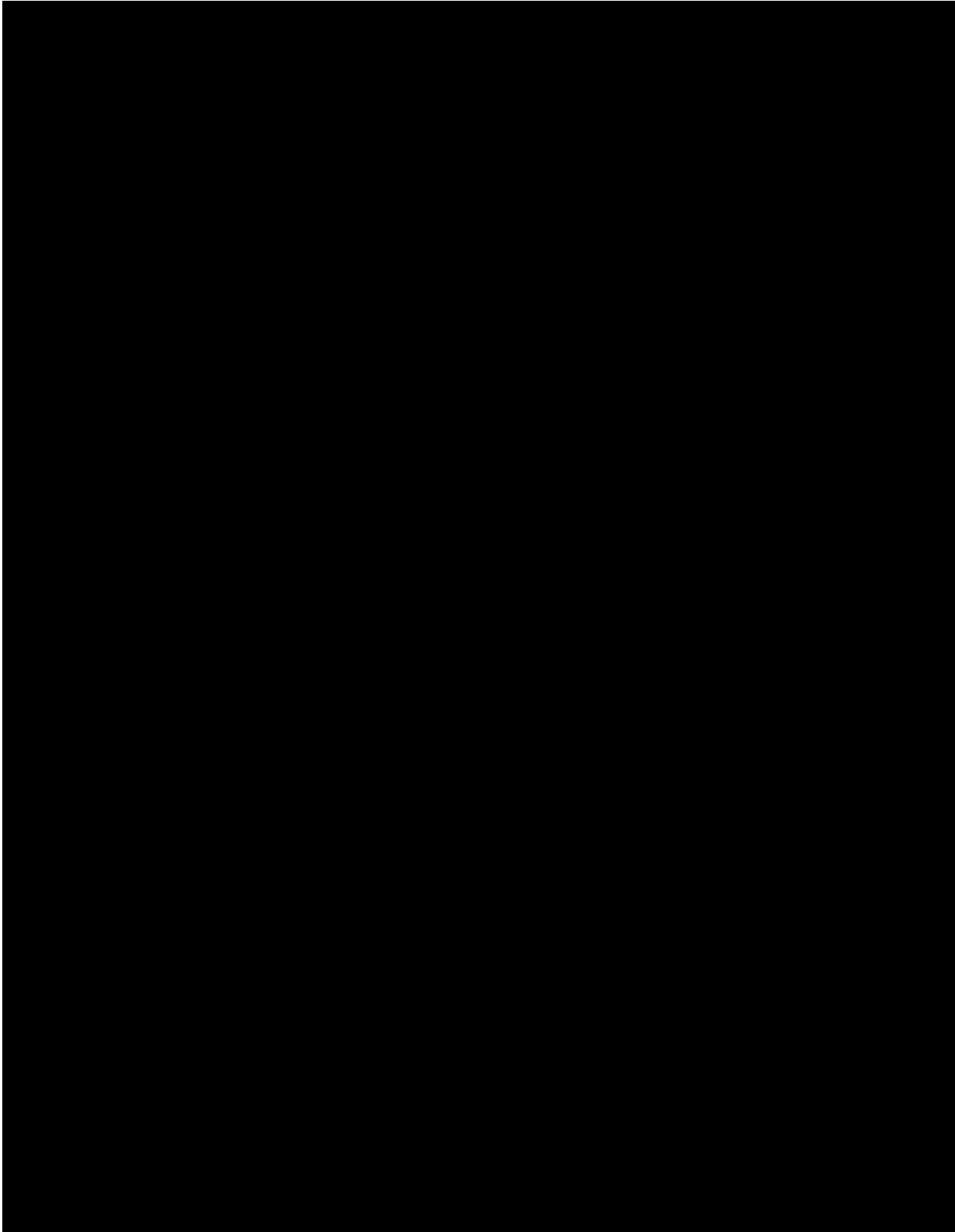
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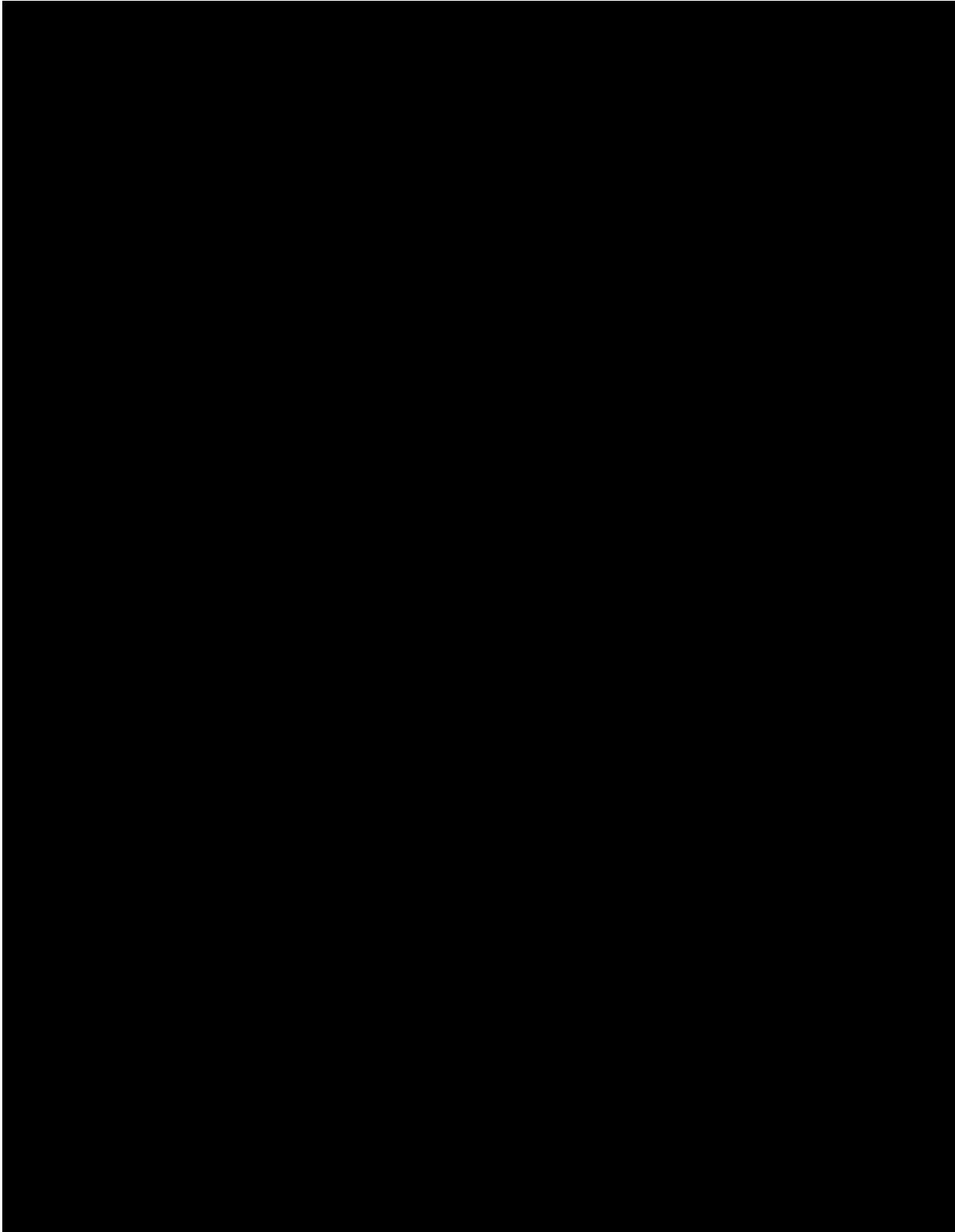
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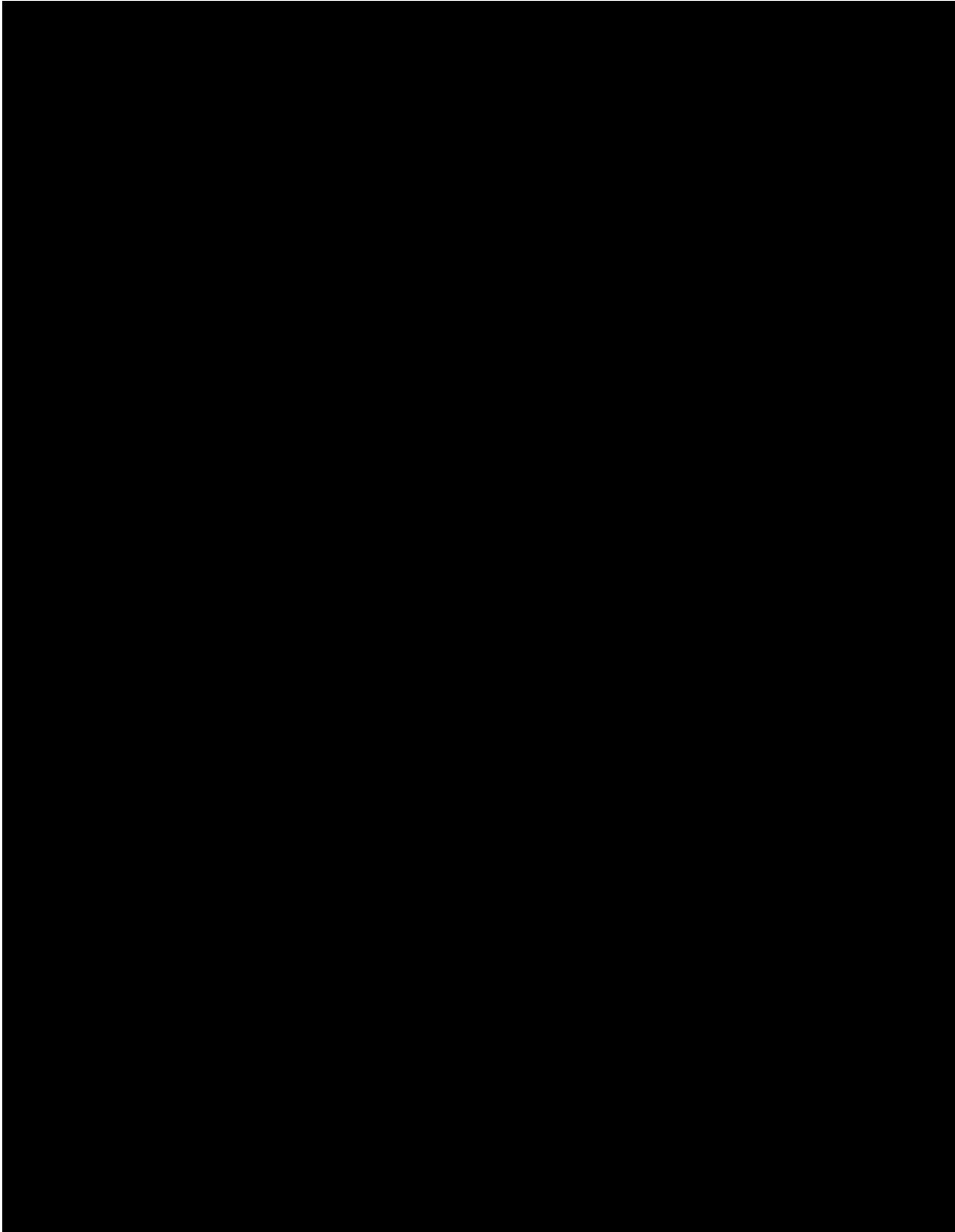
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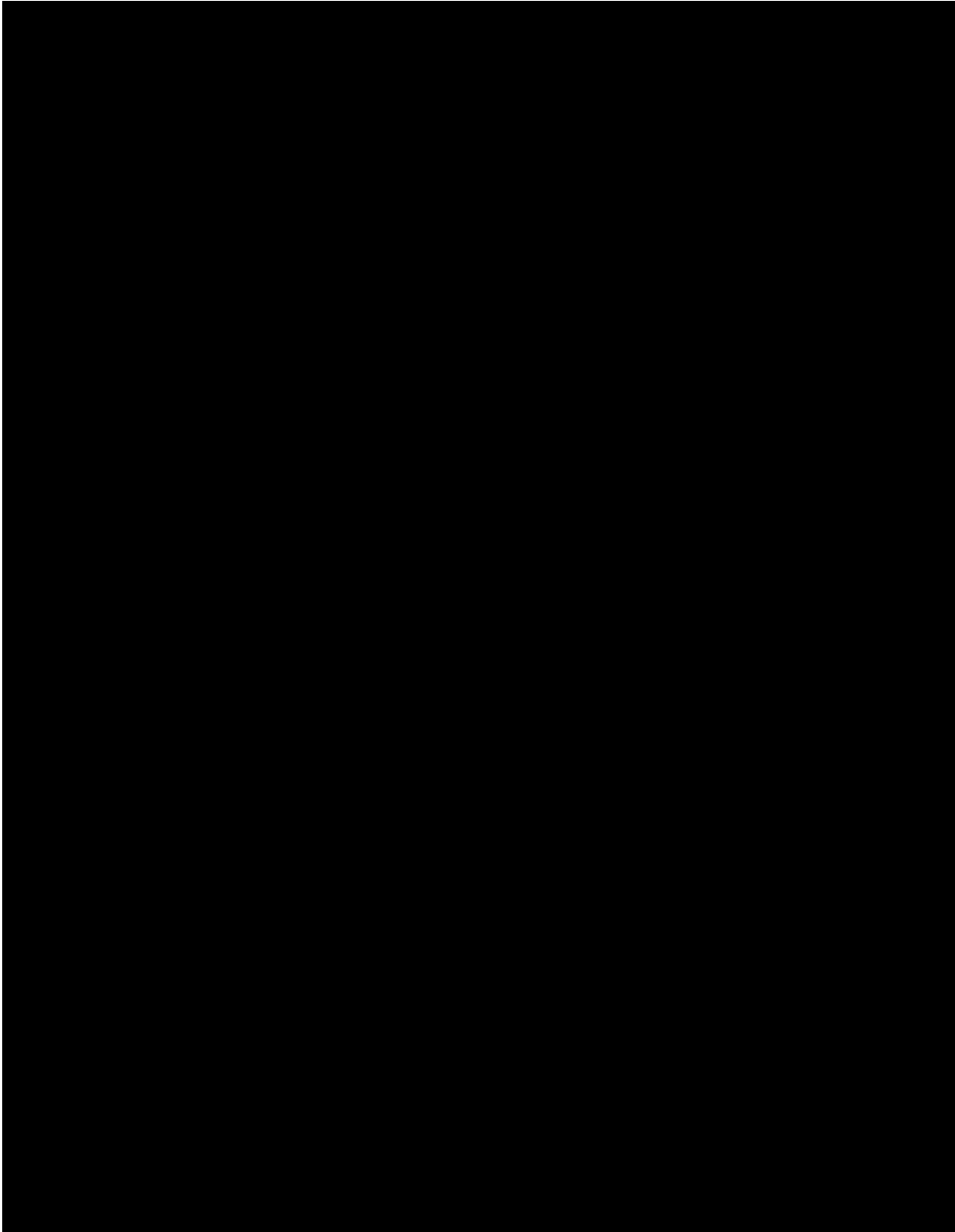
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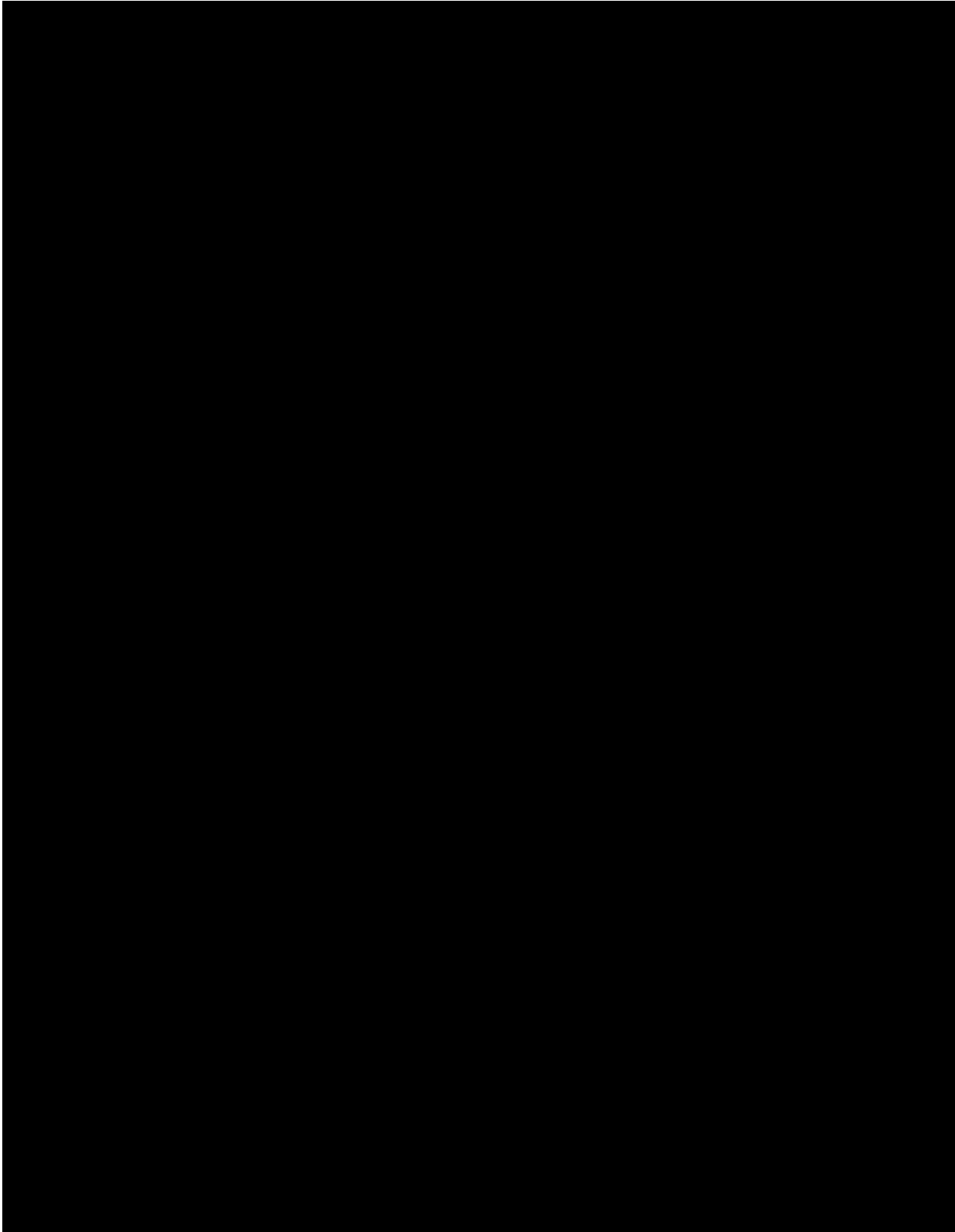
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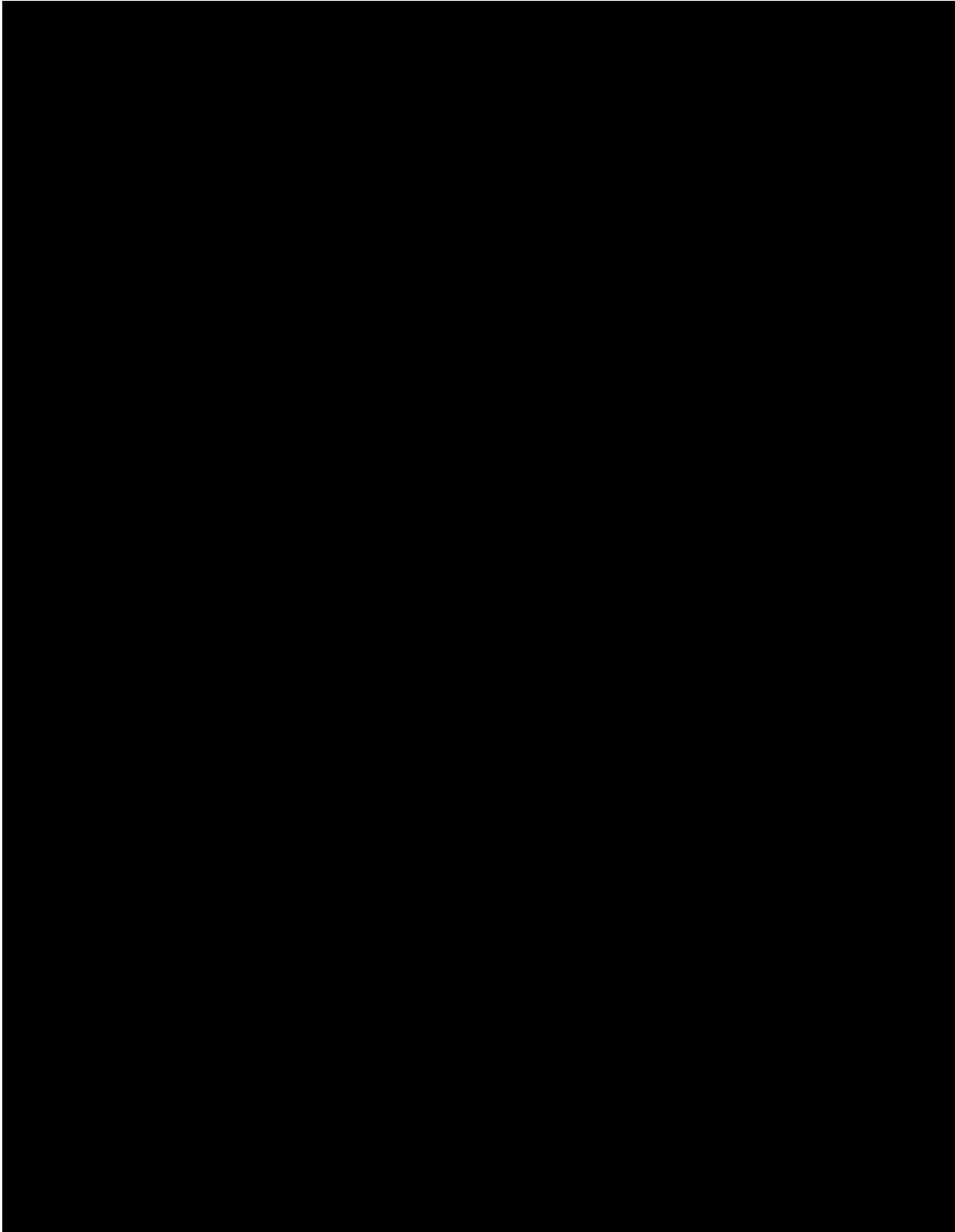
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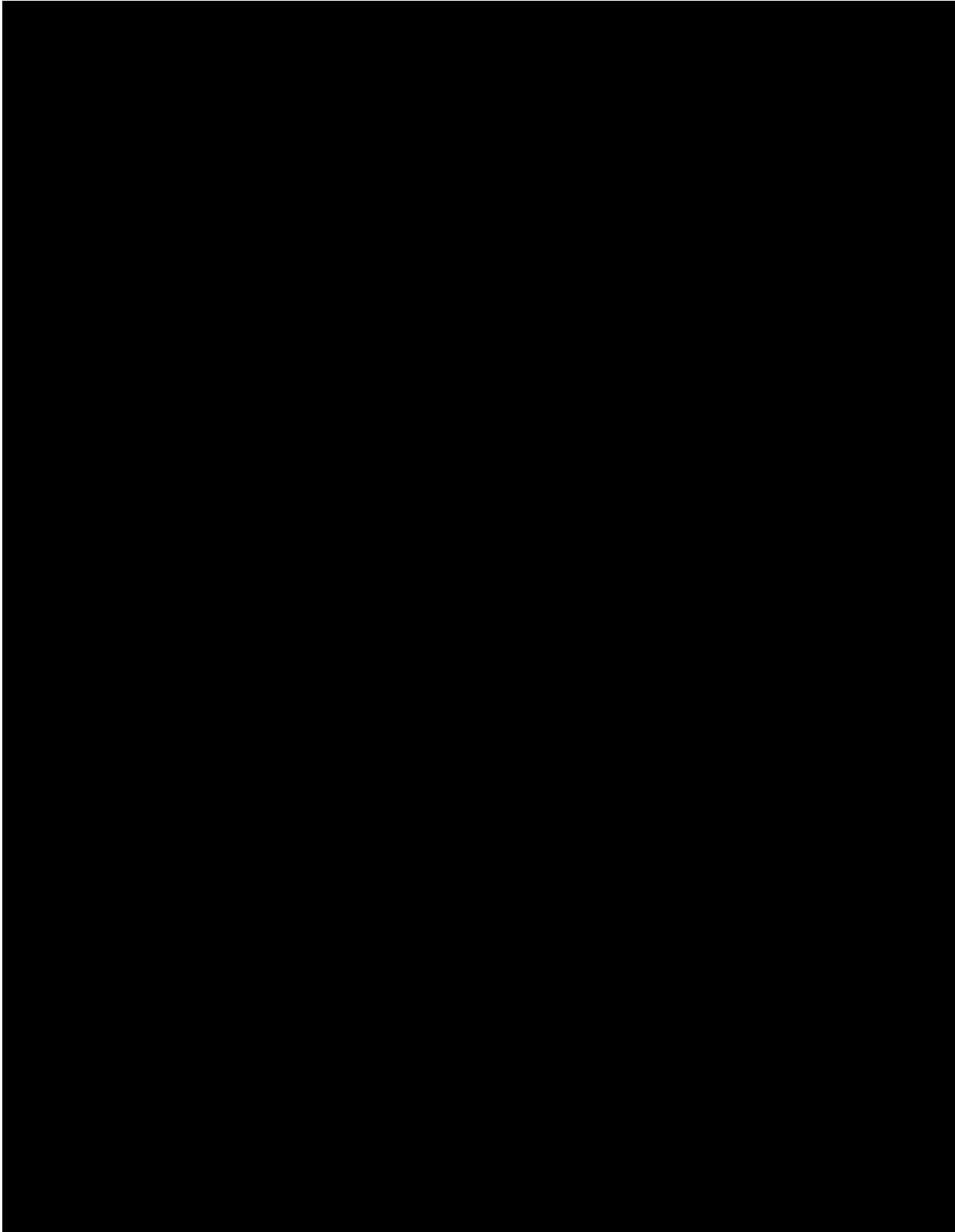
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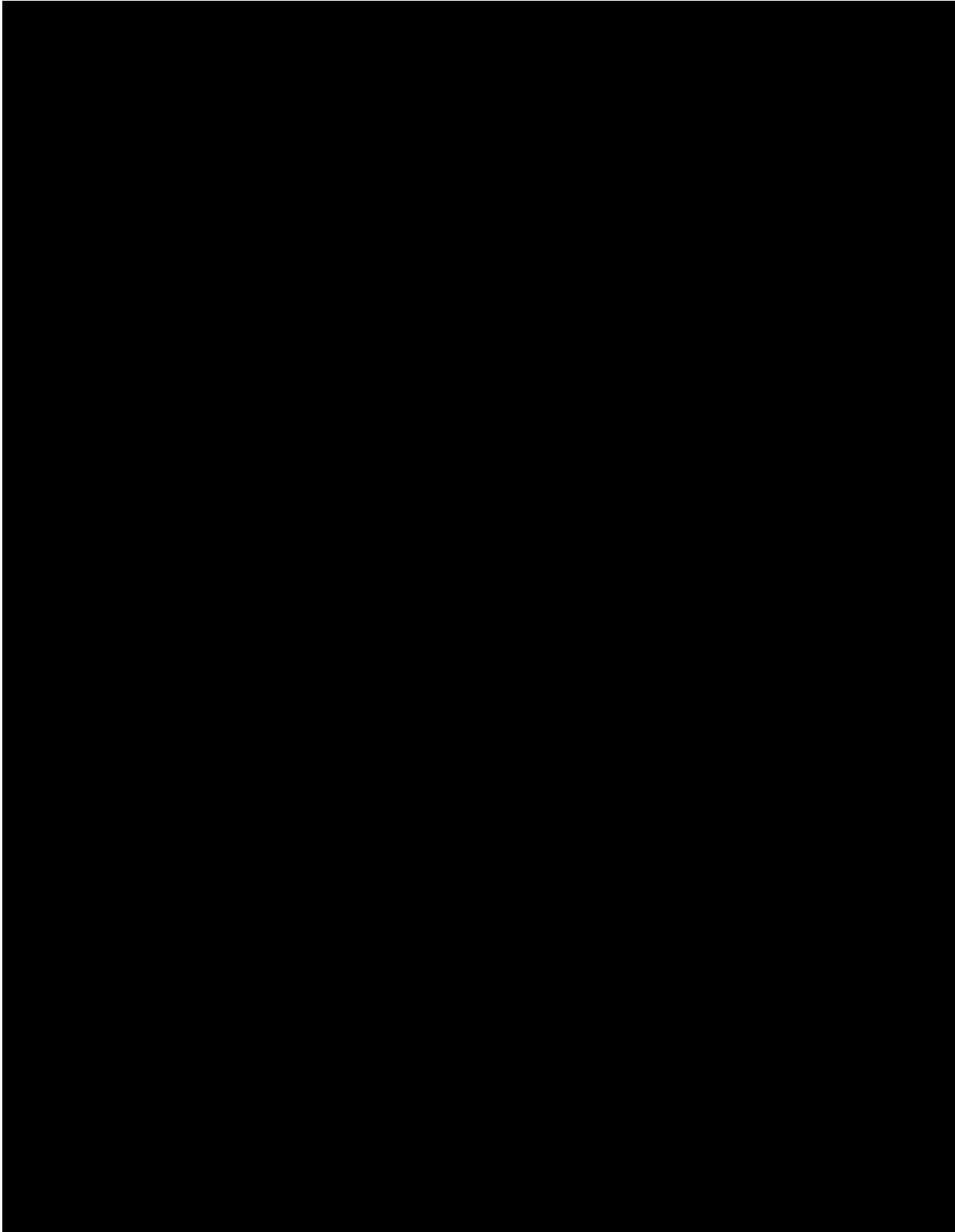
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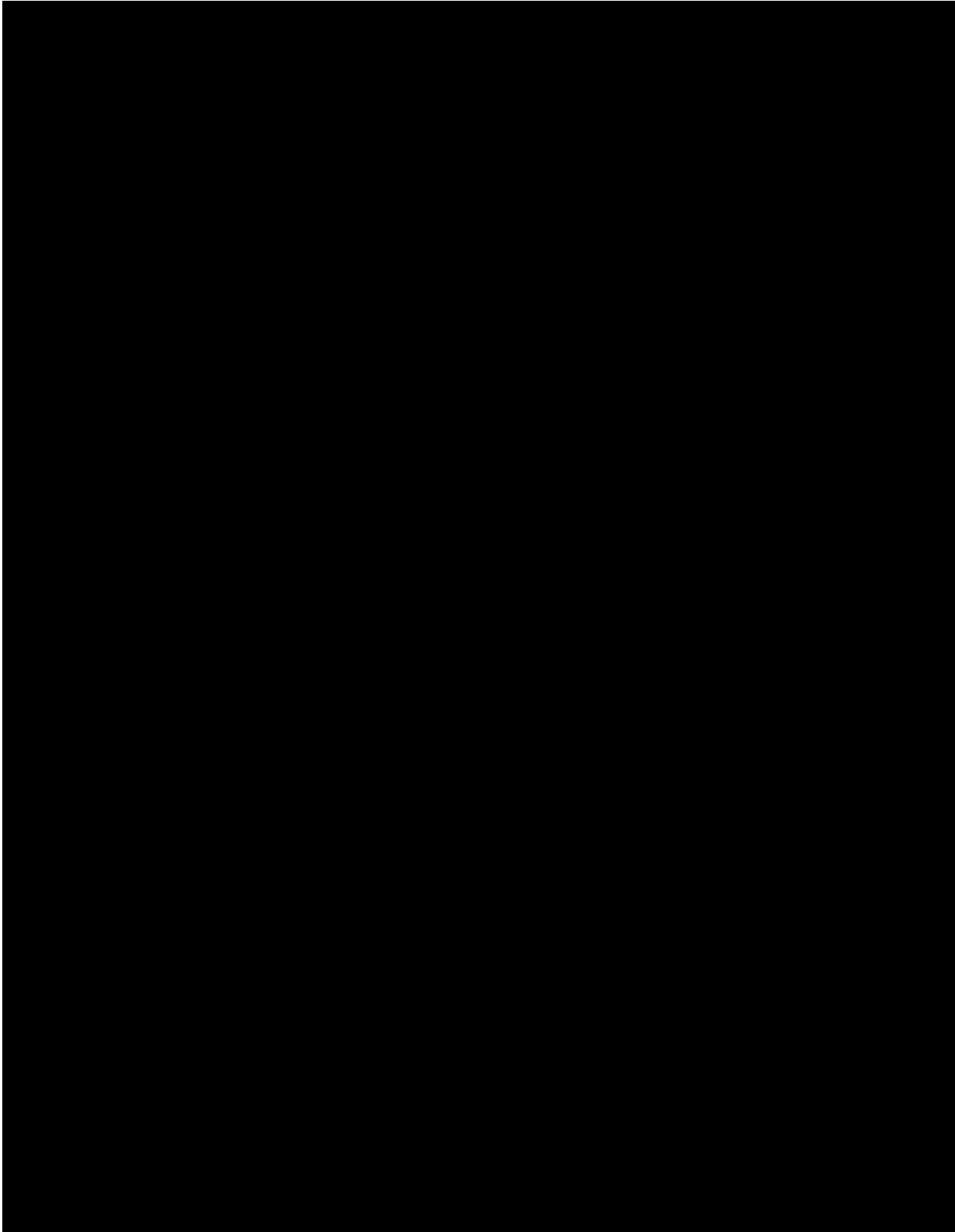
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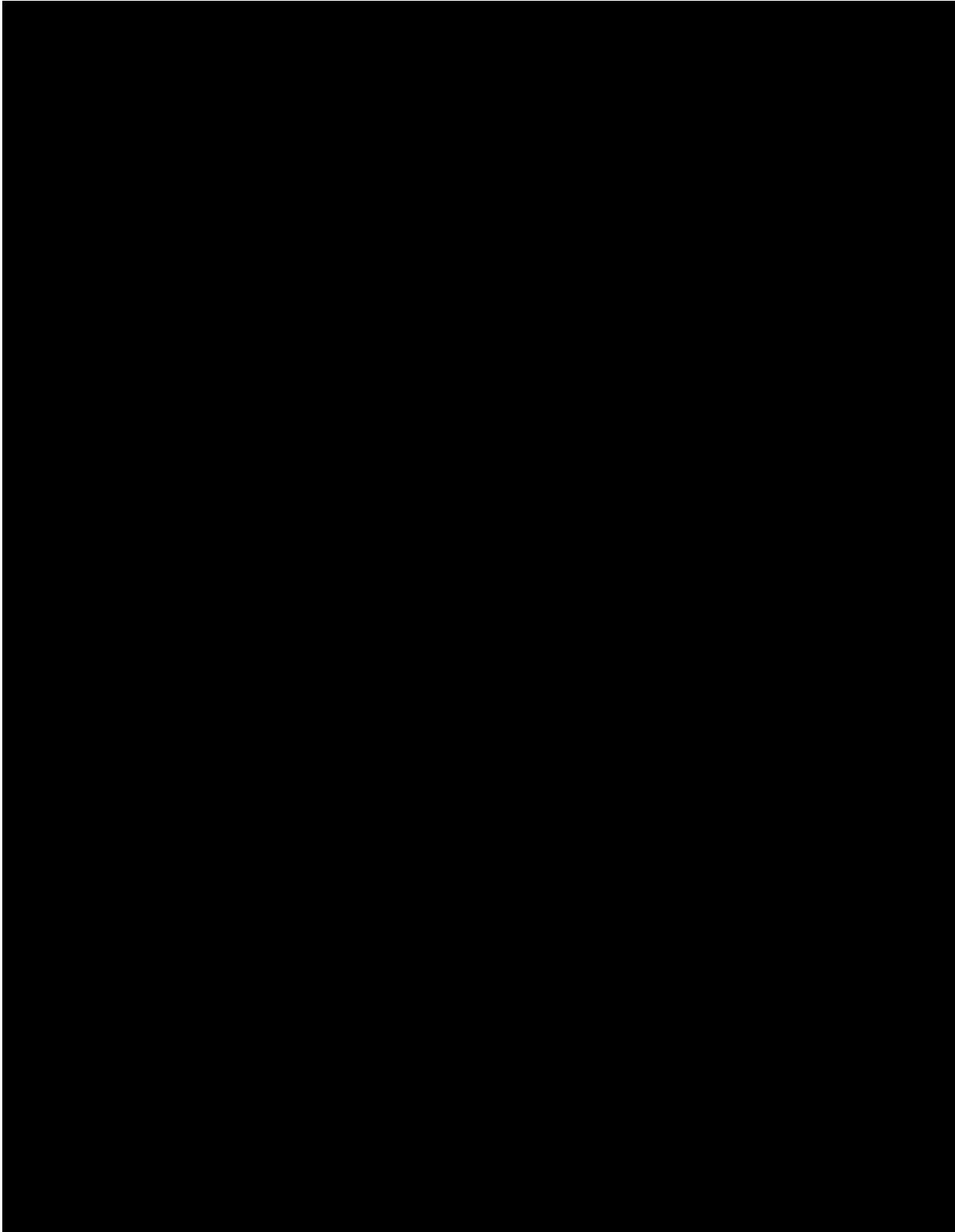
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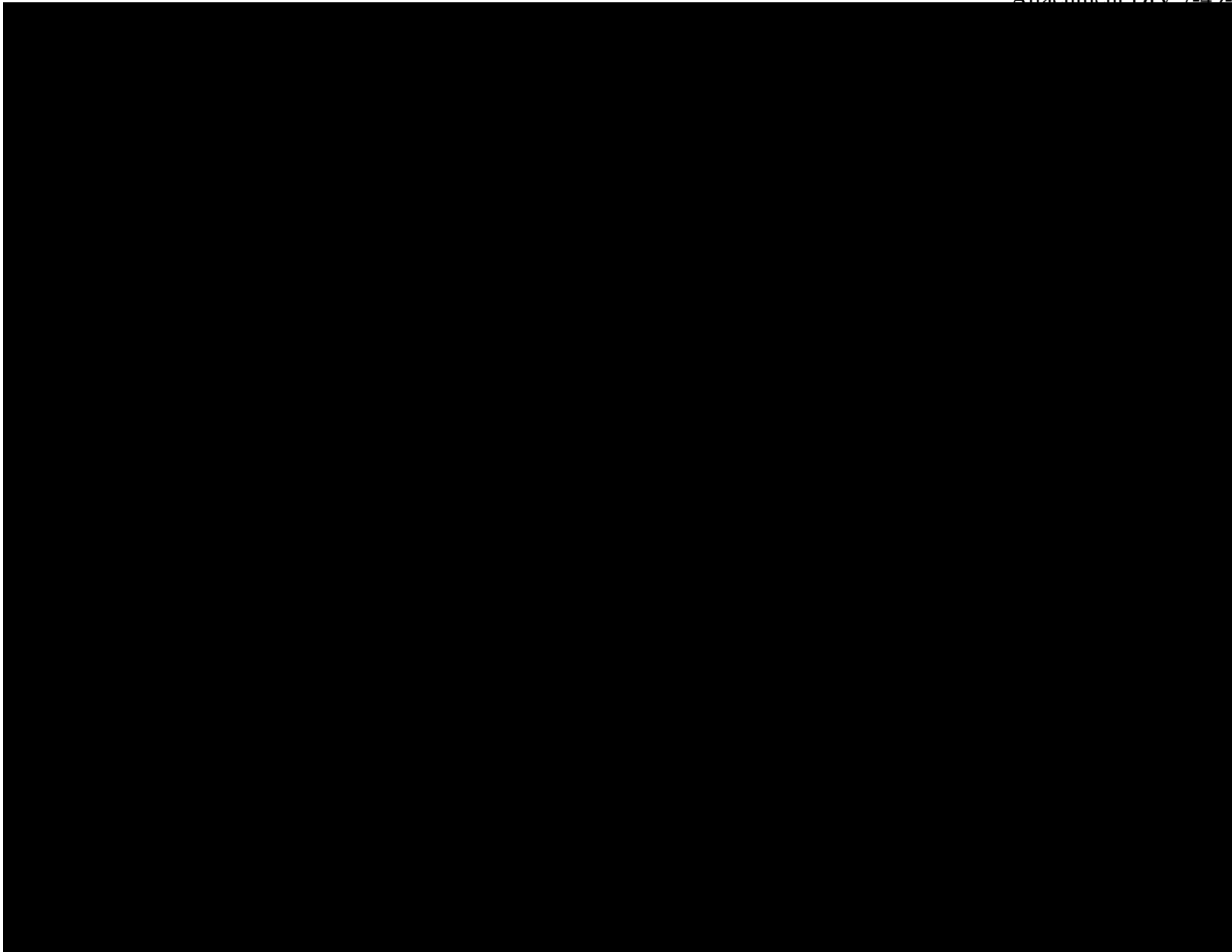
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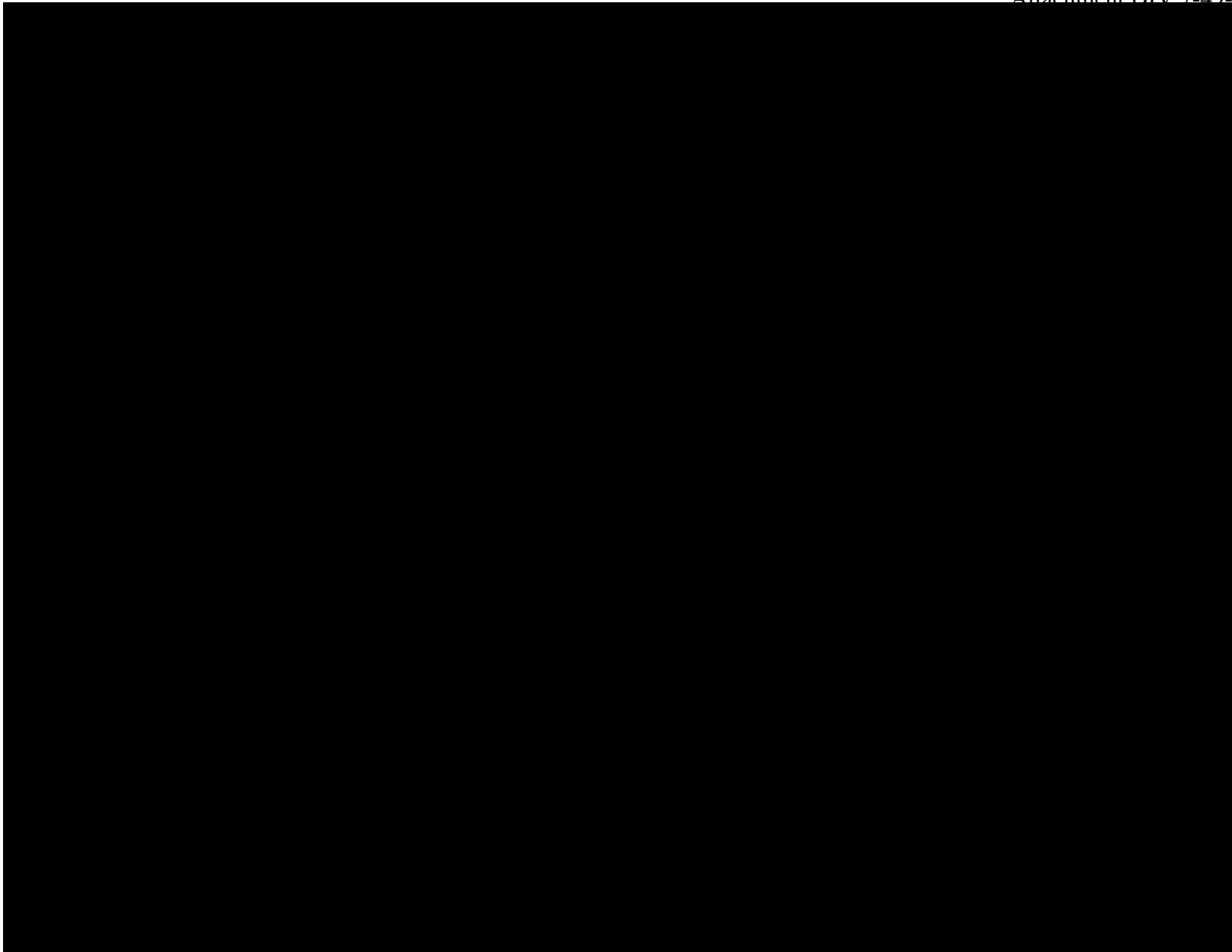
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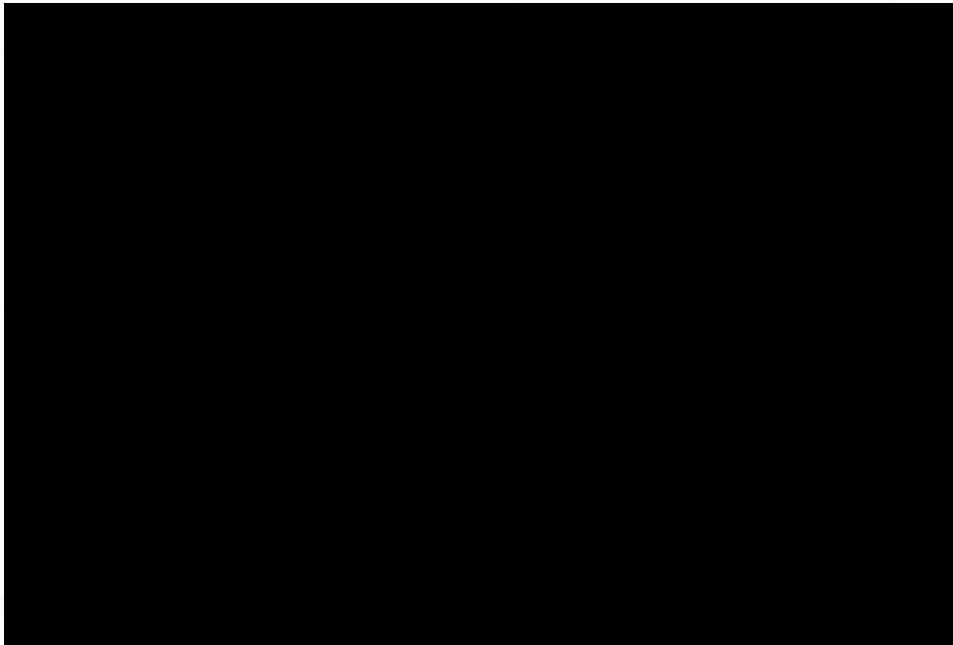
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Statement of Work

SECTION 1: STATEMENT OF WORK DETAILS



SECTION 2: STATEMENT OF WORK AUTHORIZATION



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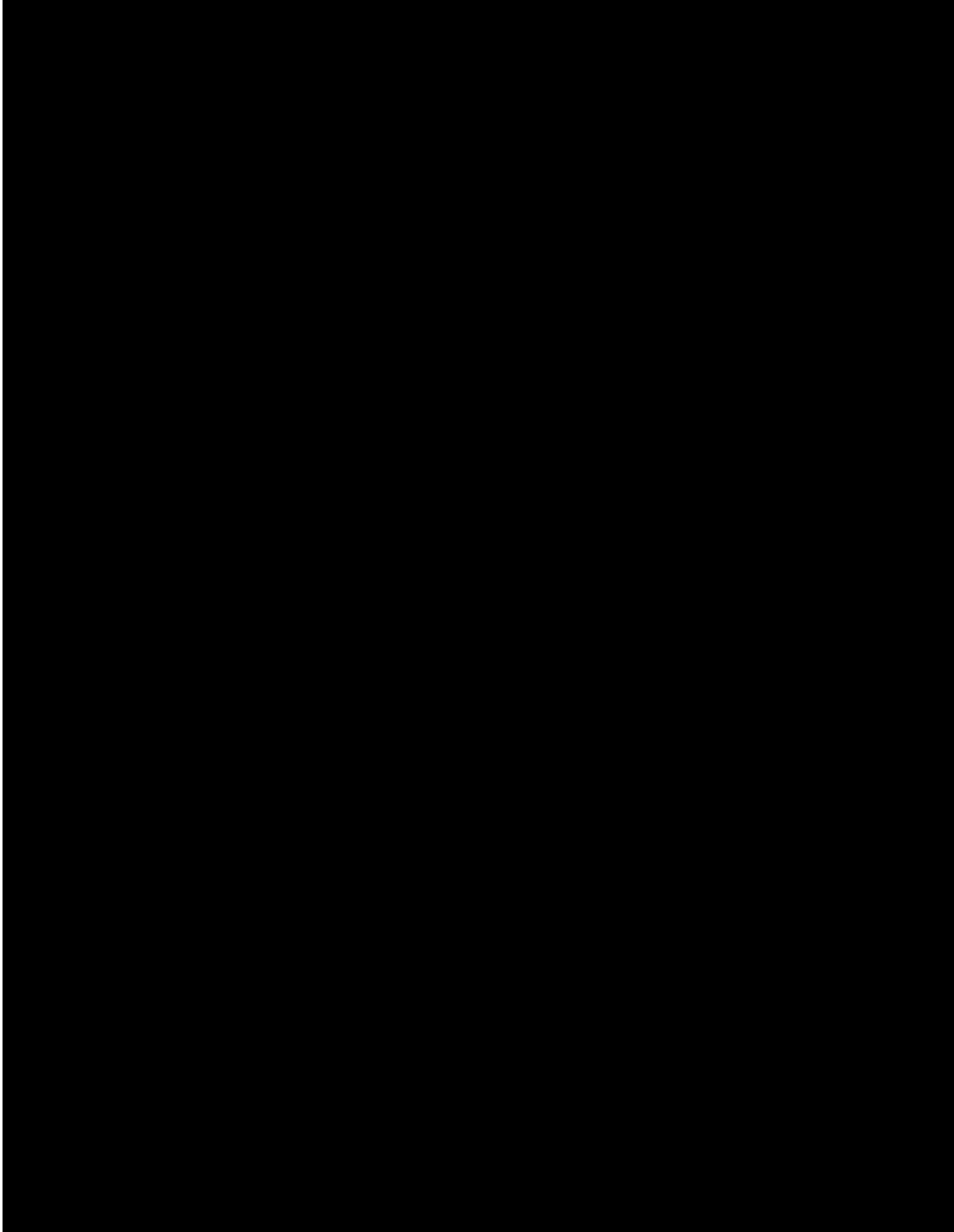
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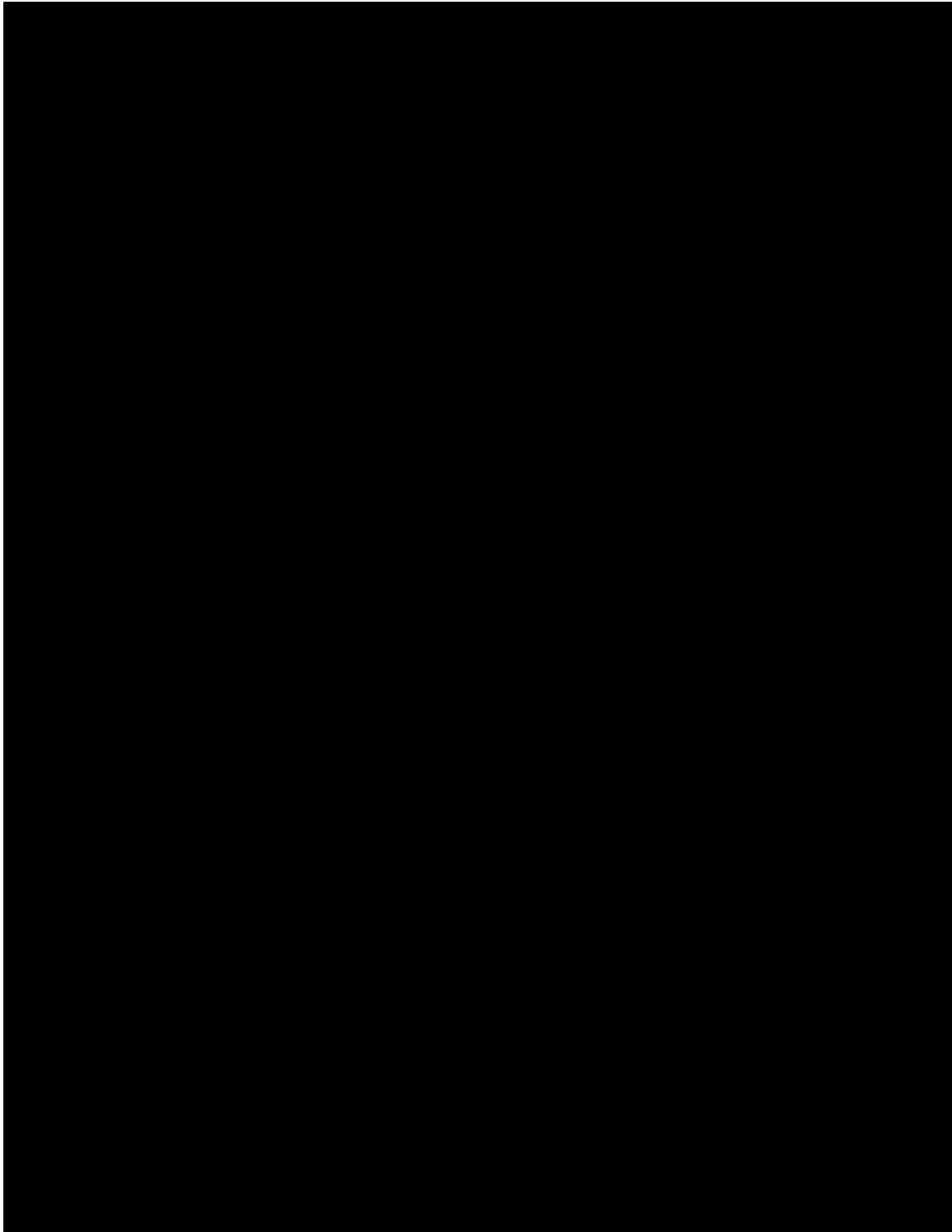
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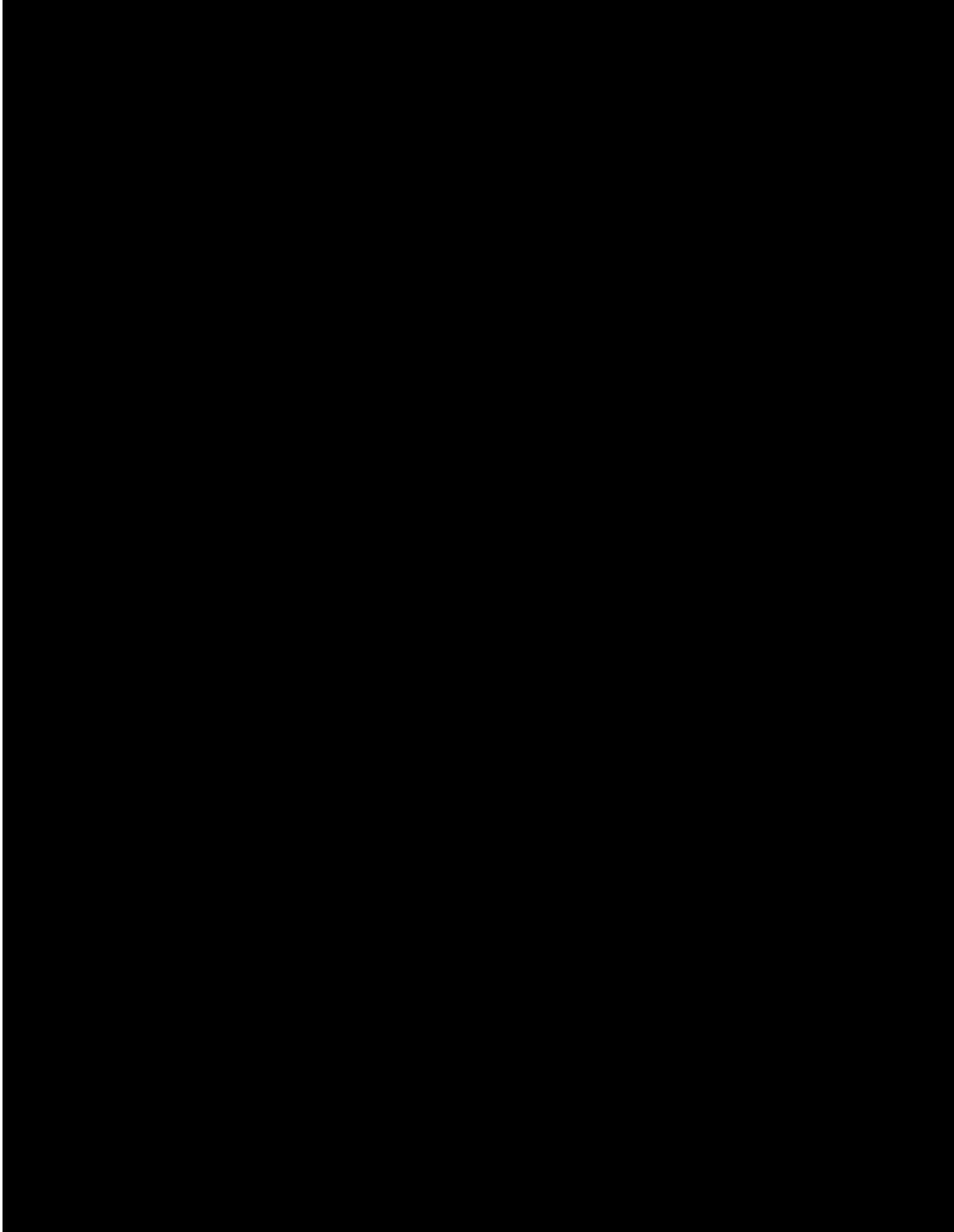
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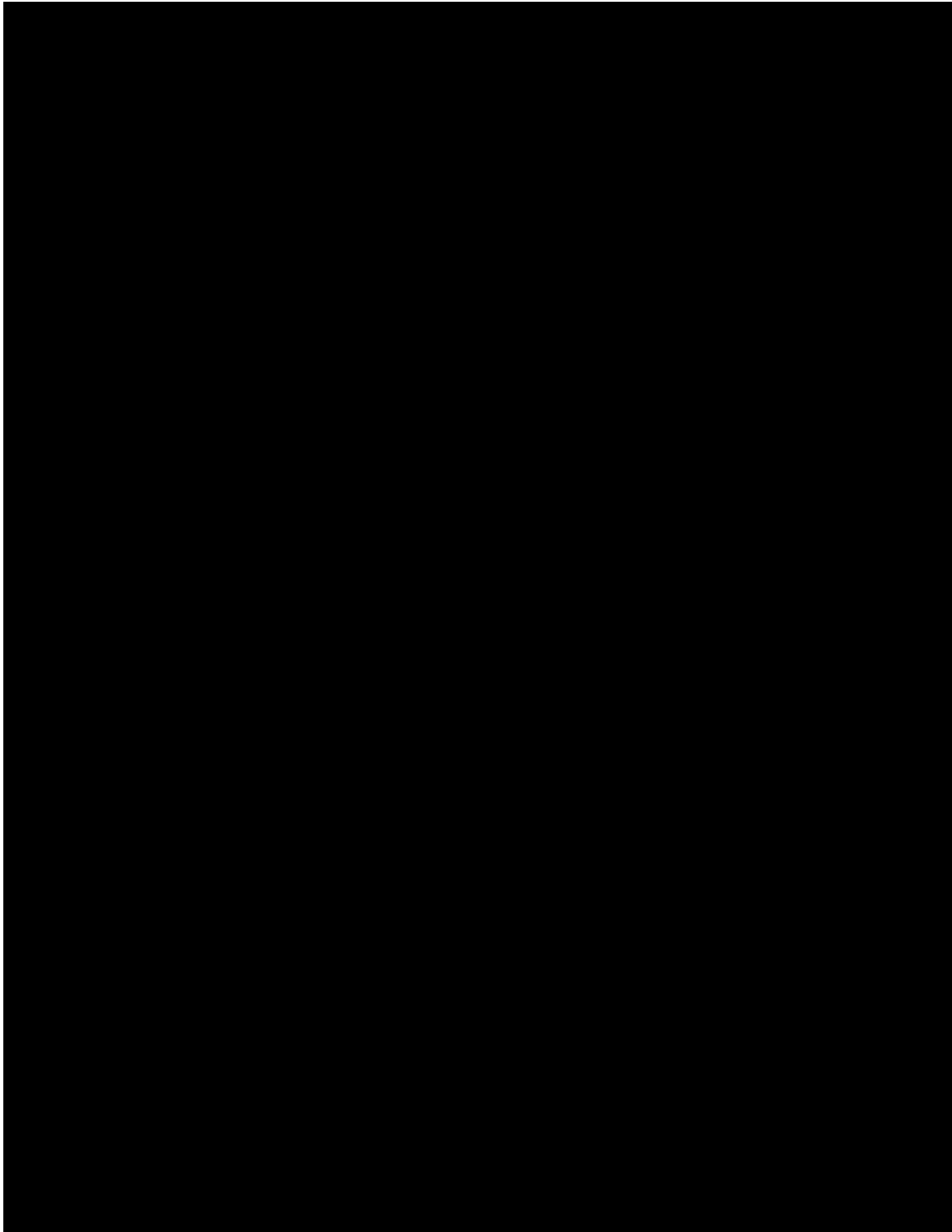
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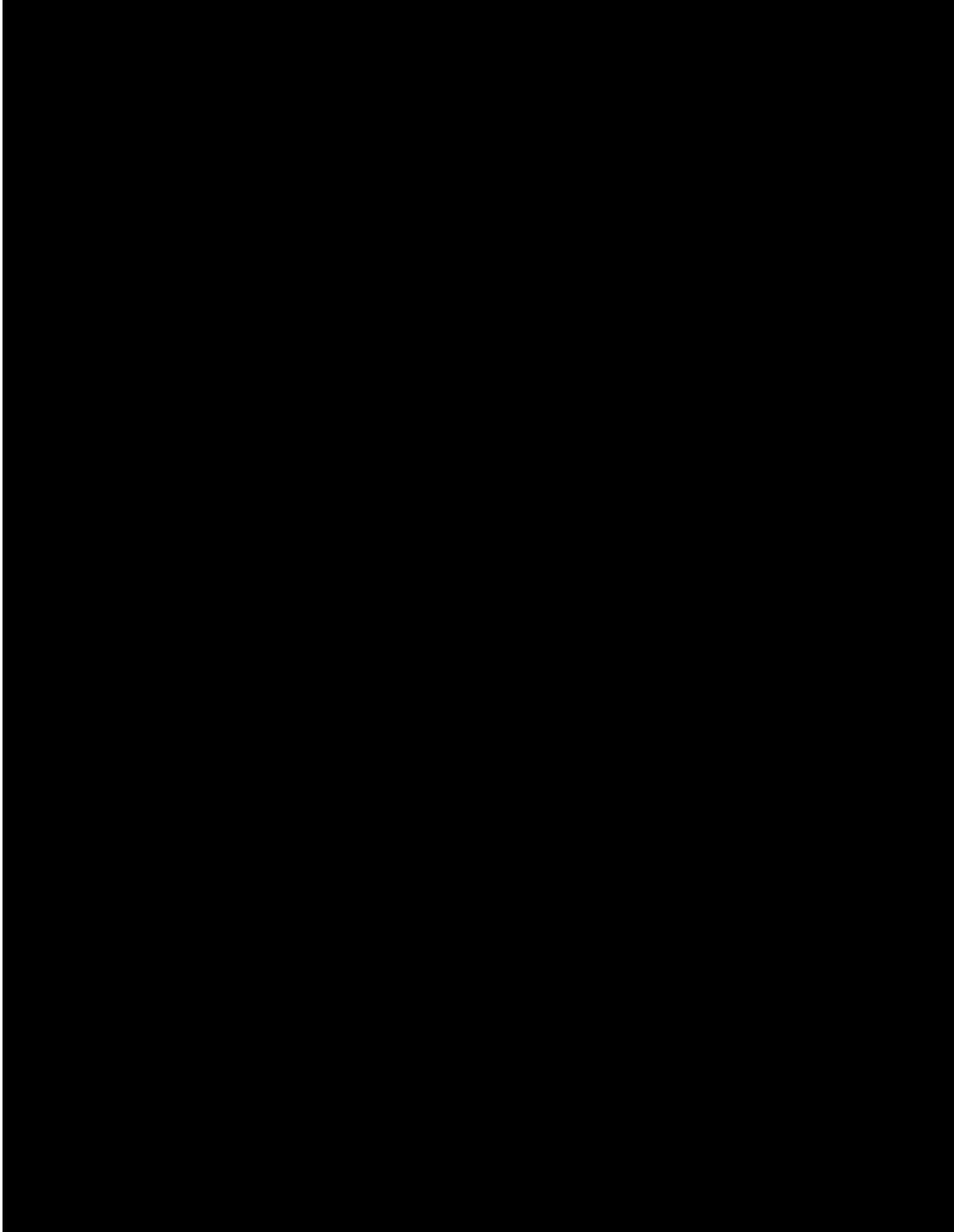
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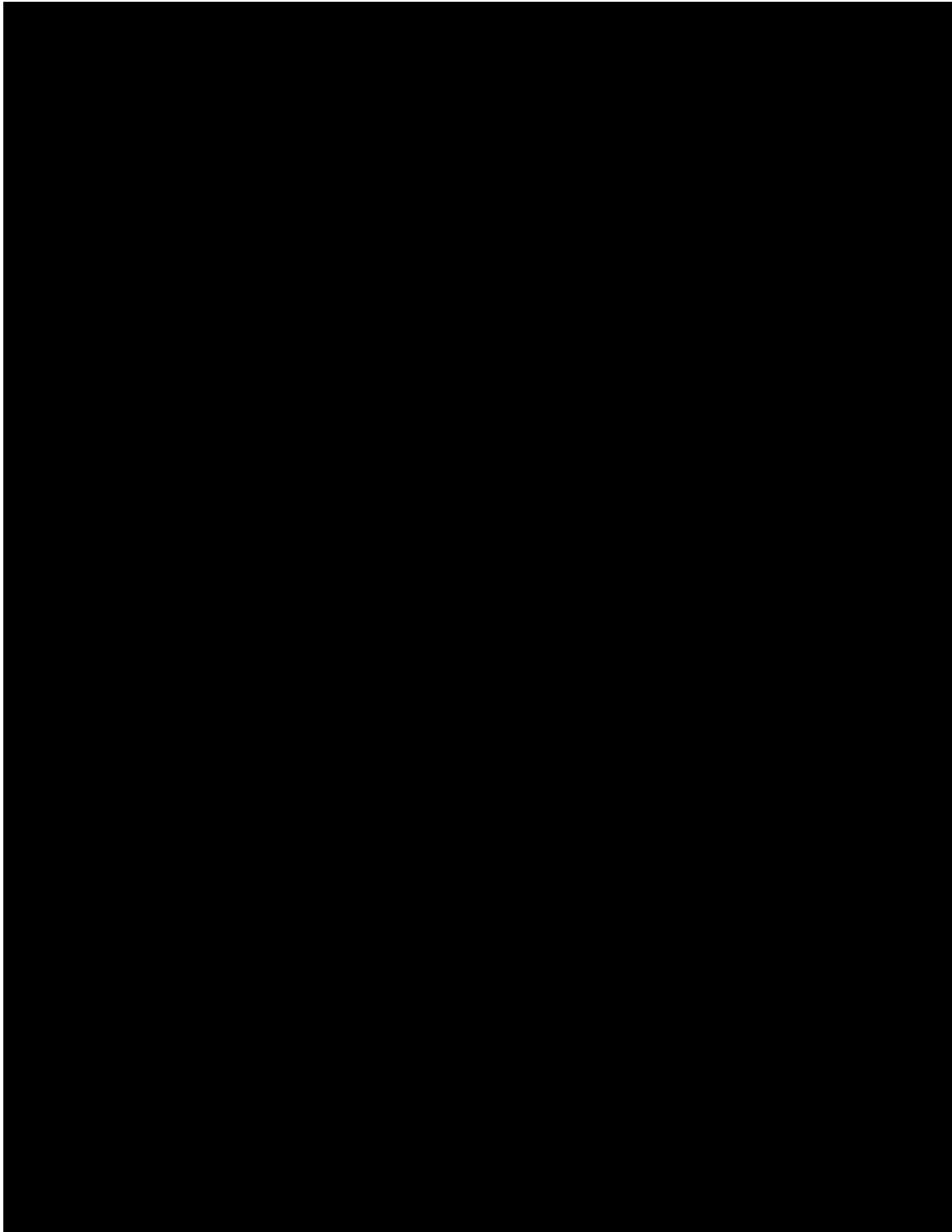
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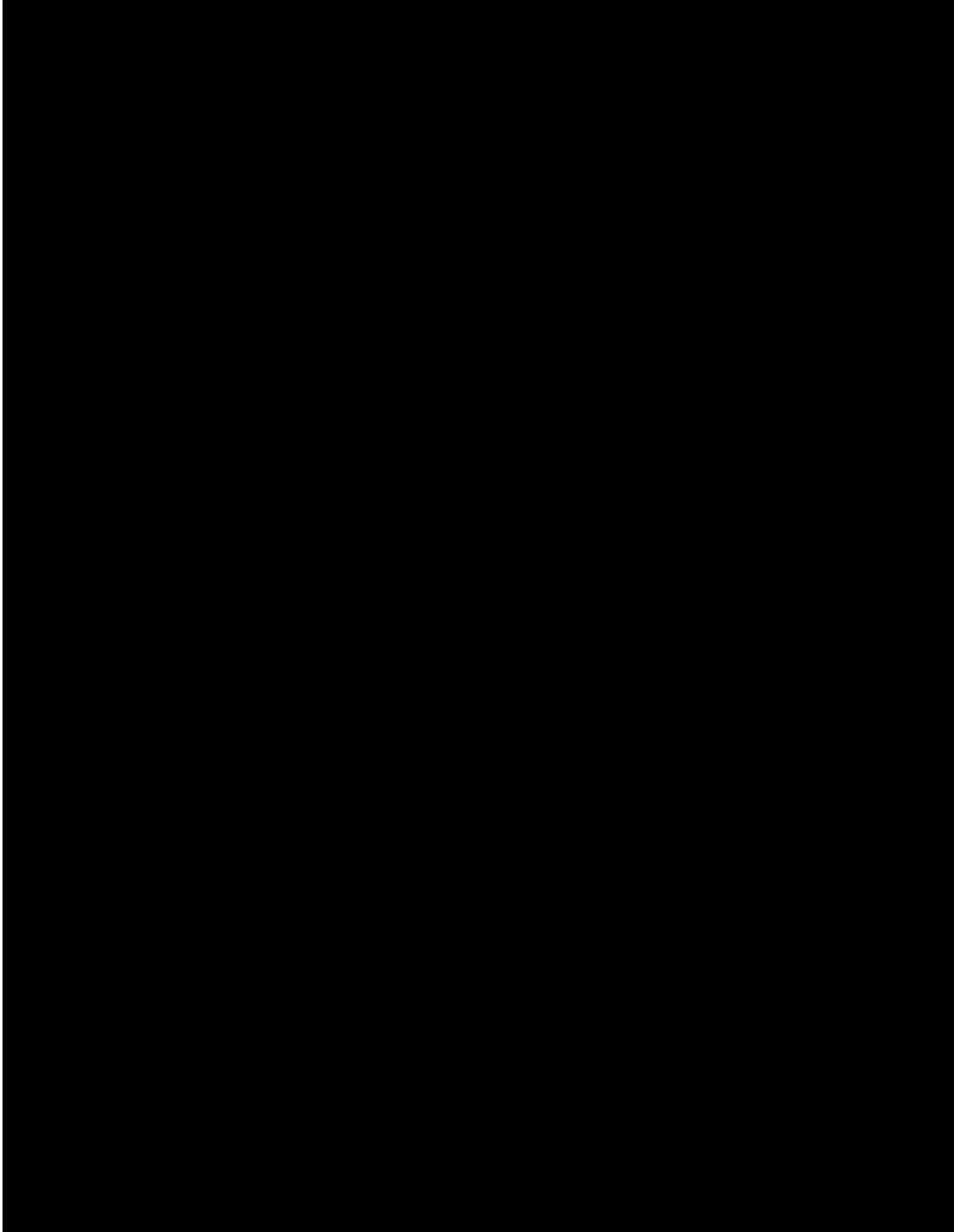
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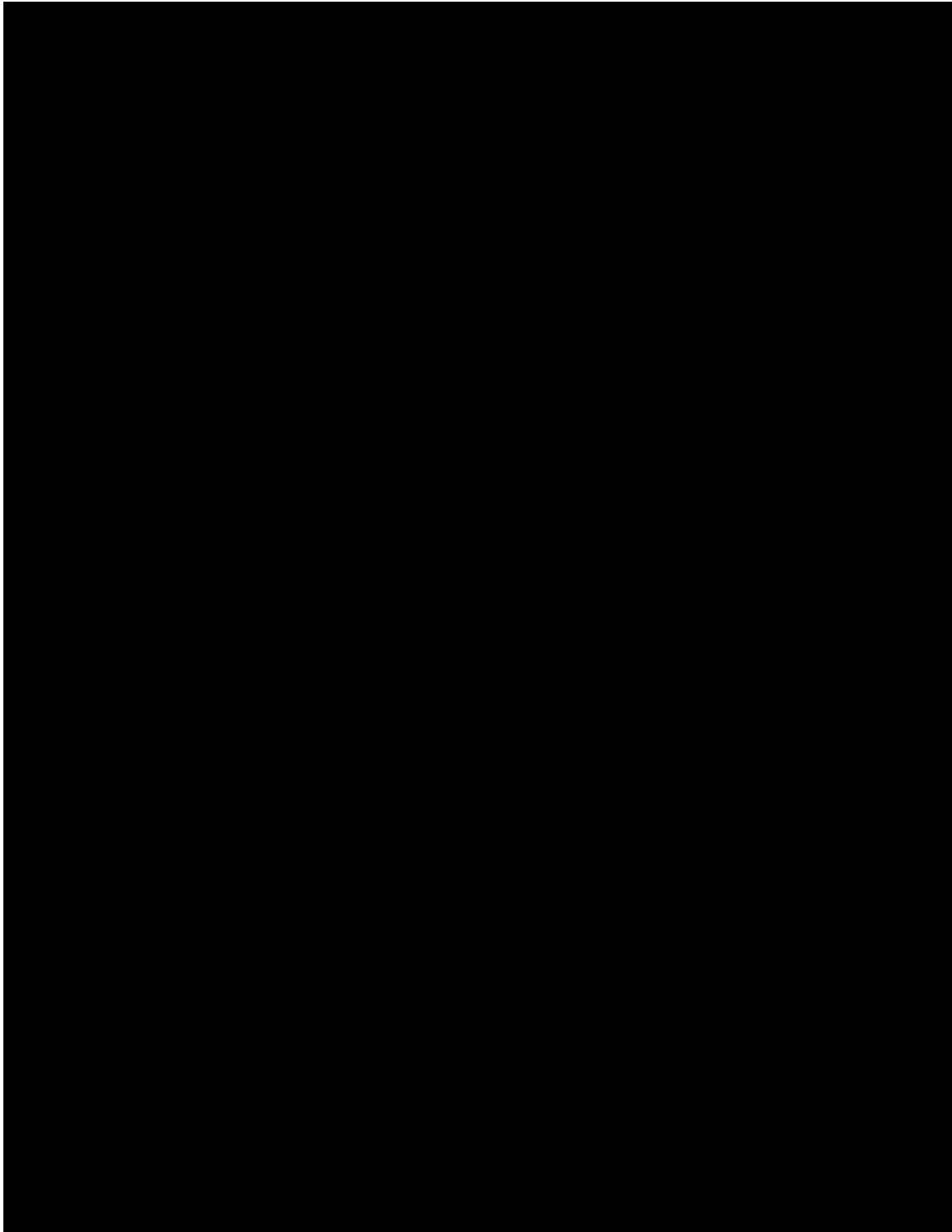
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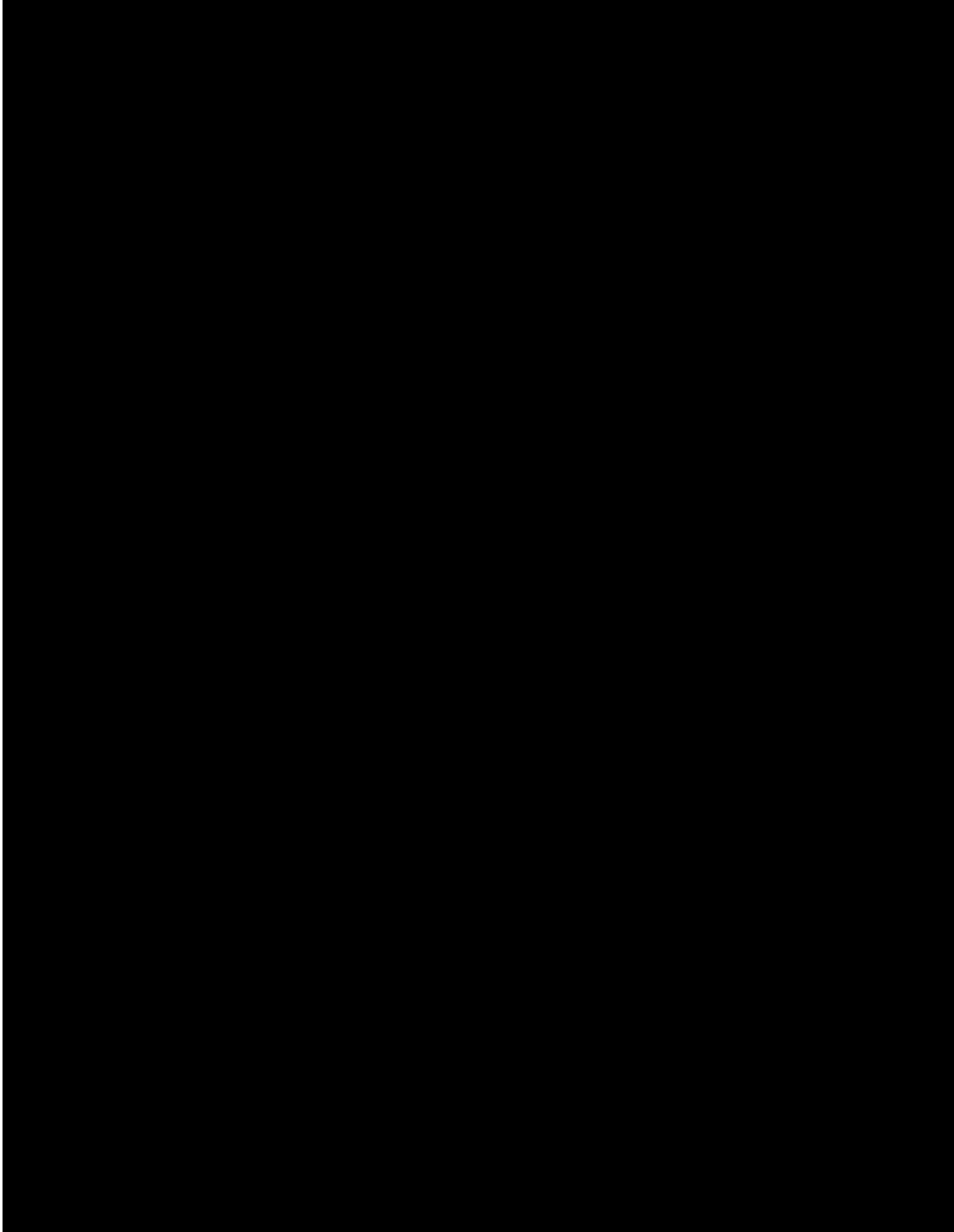
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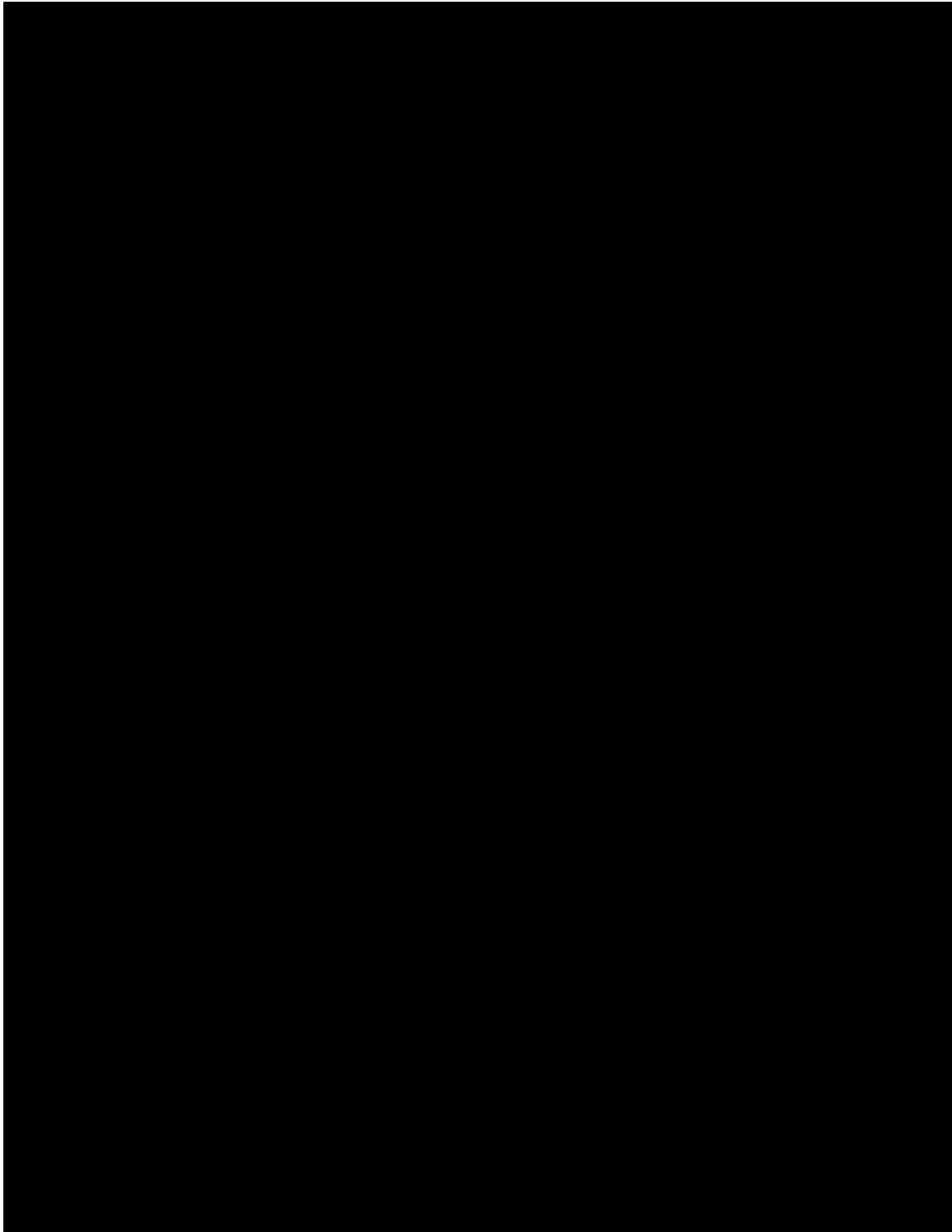
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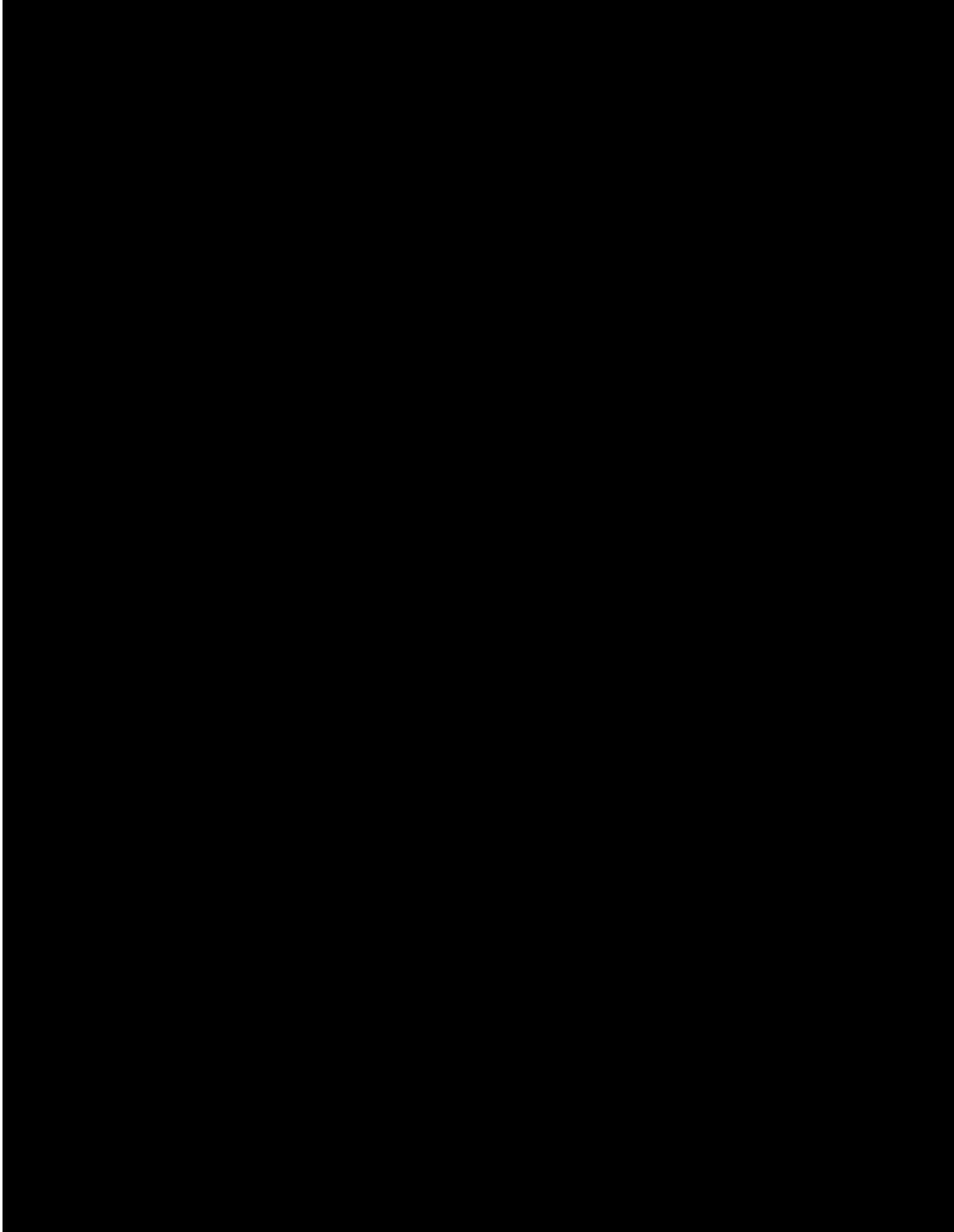
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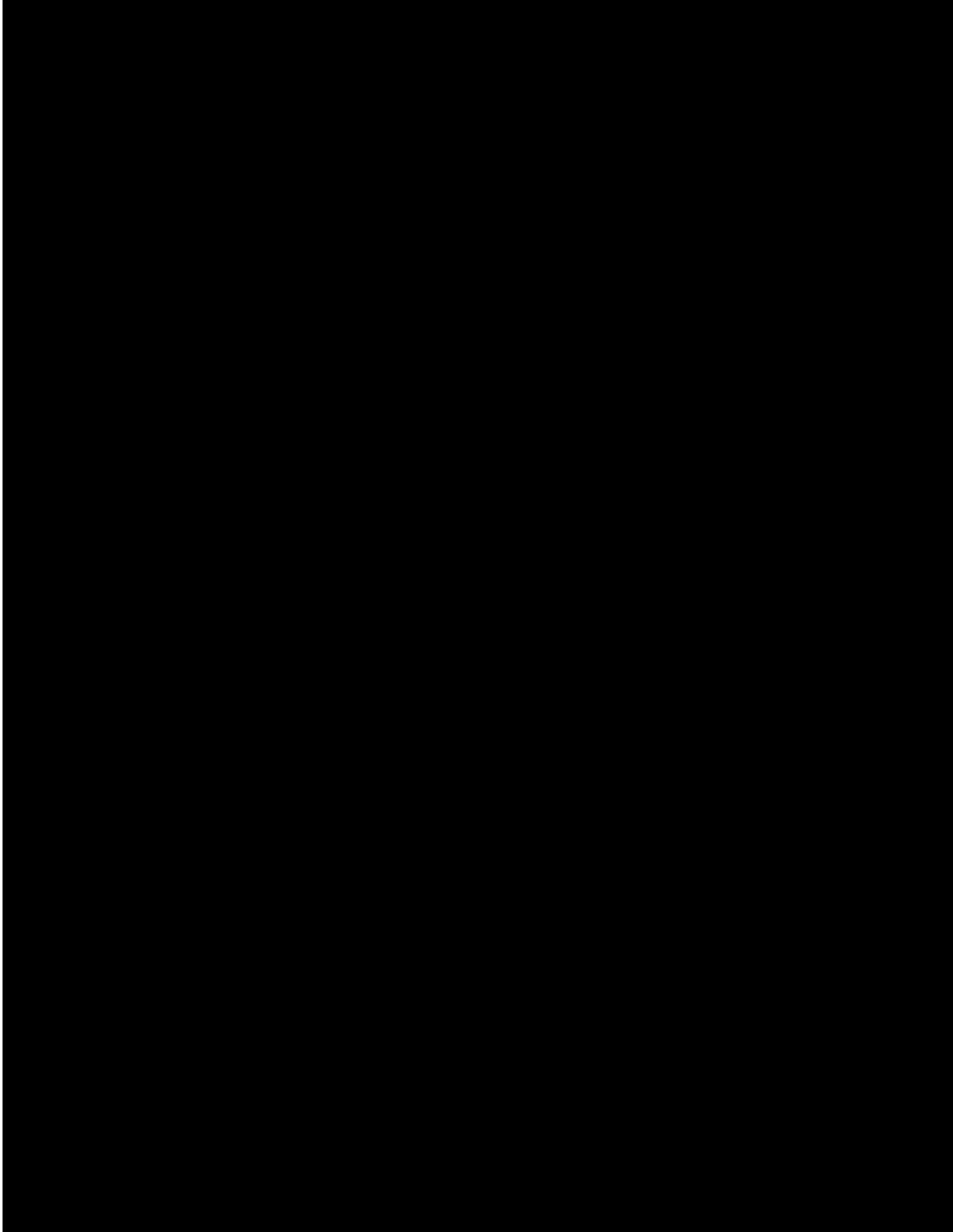
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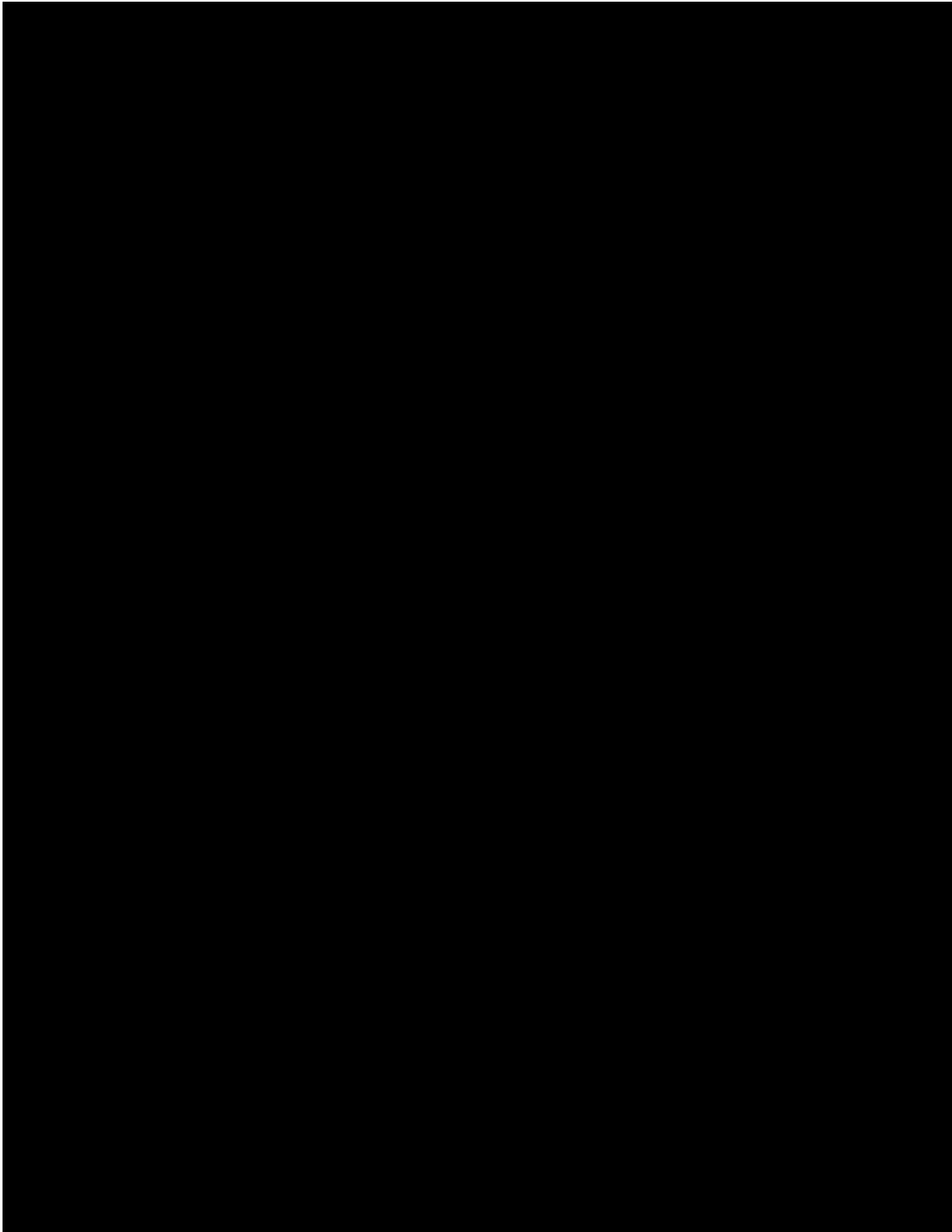
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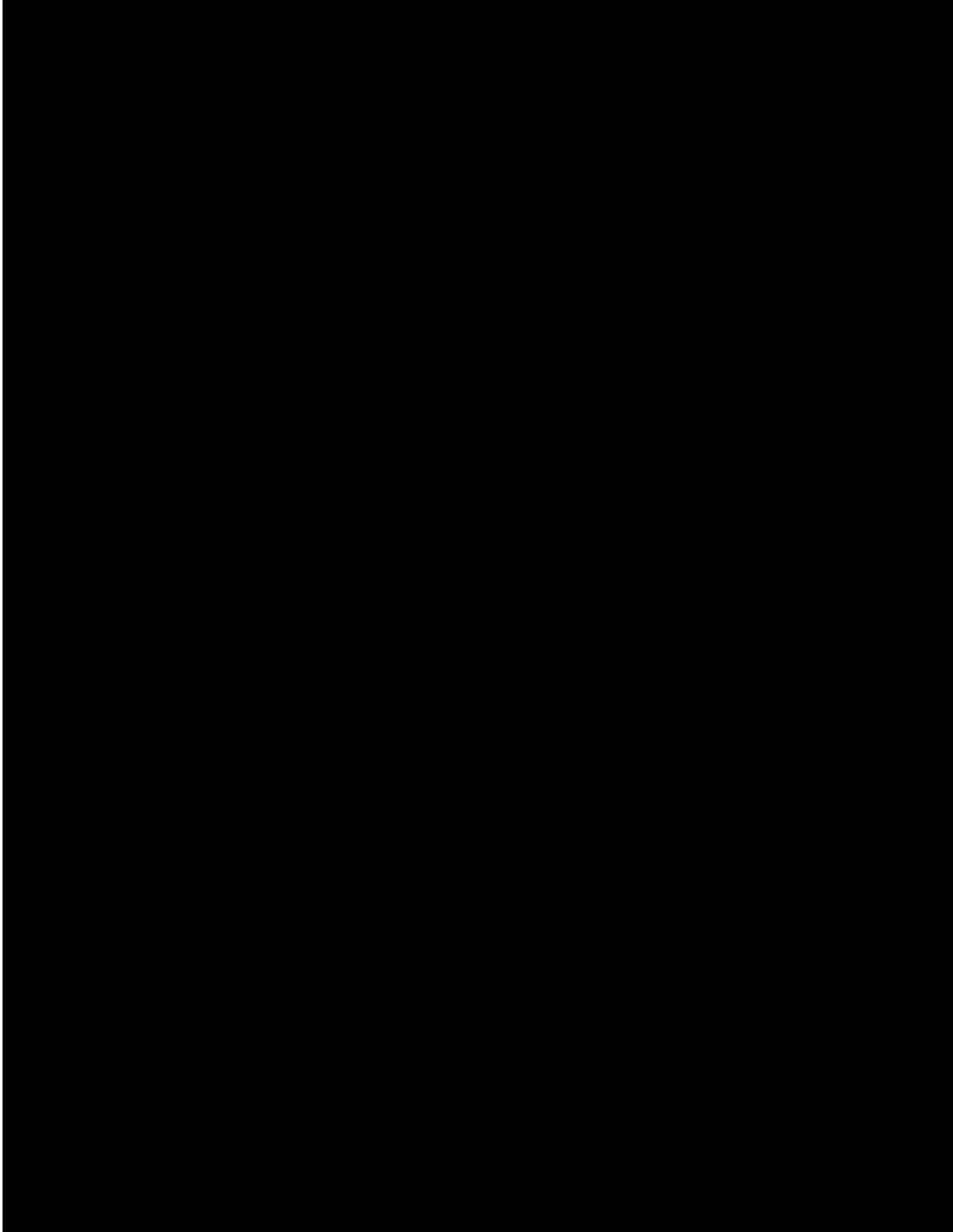
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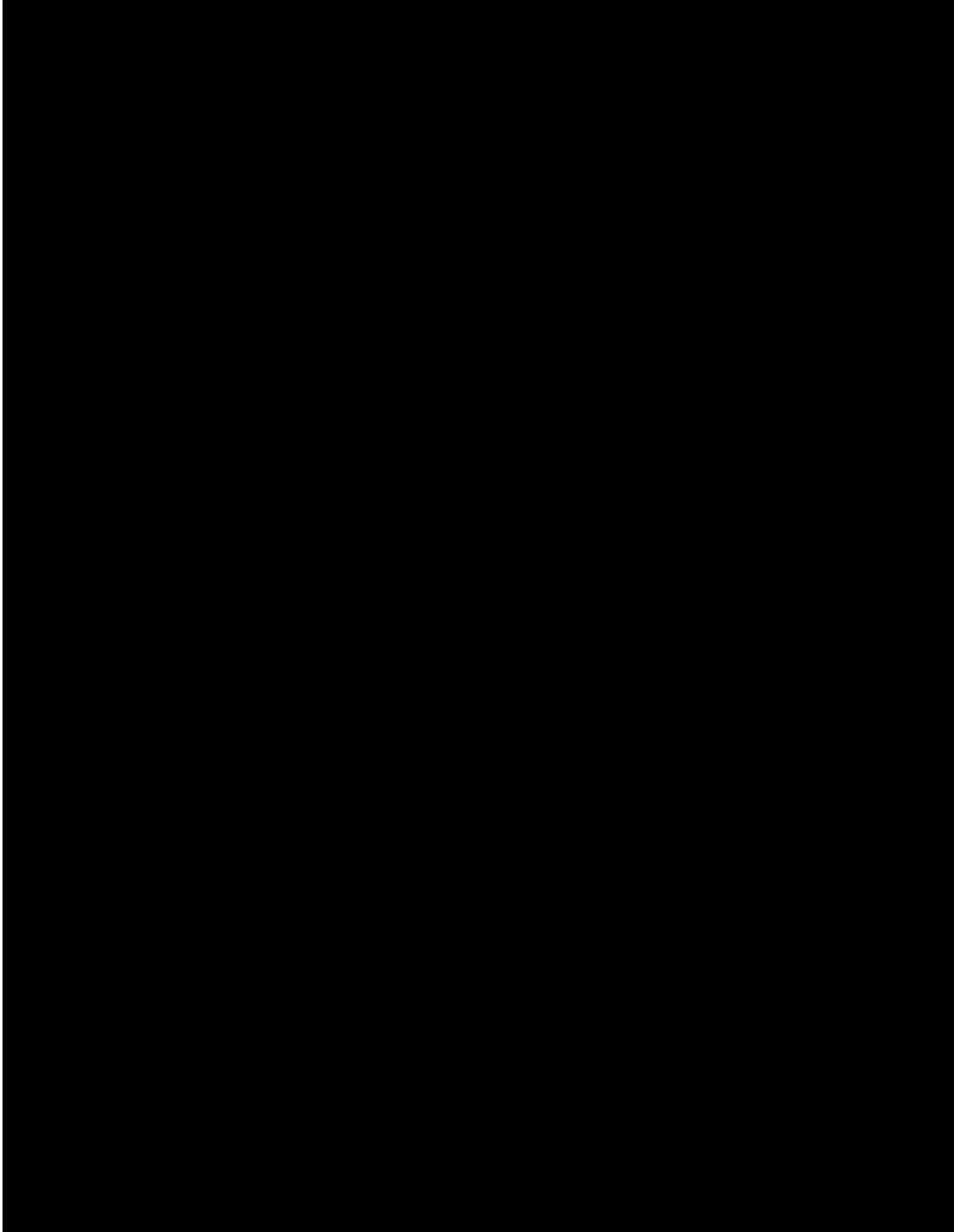
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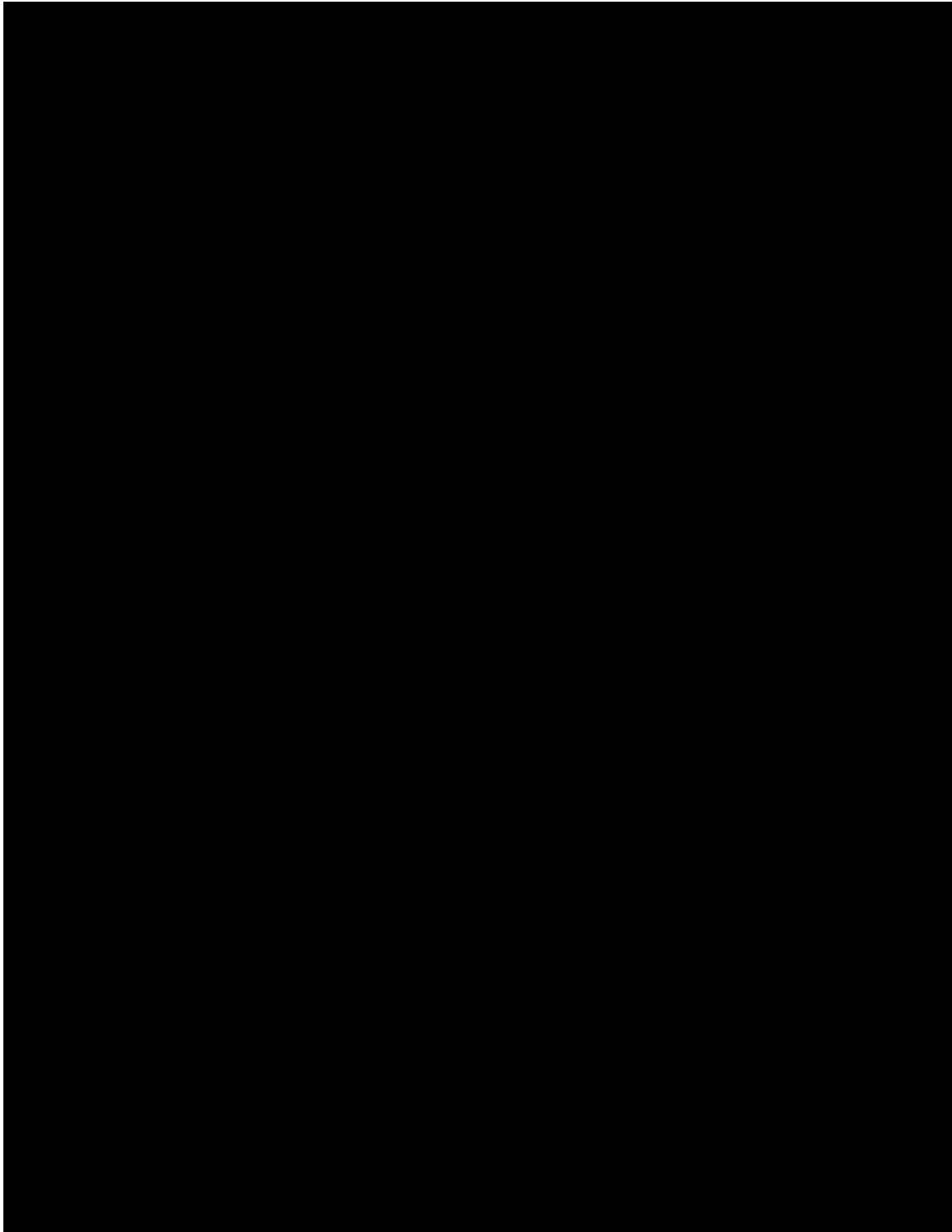
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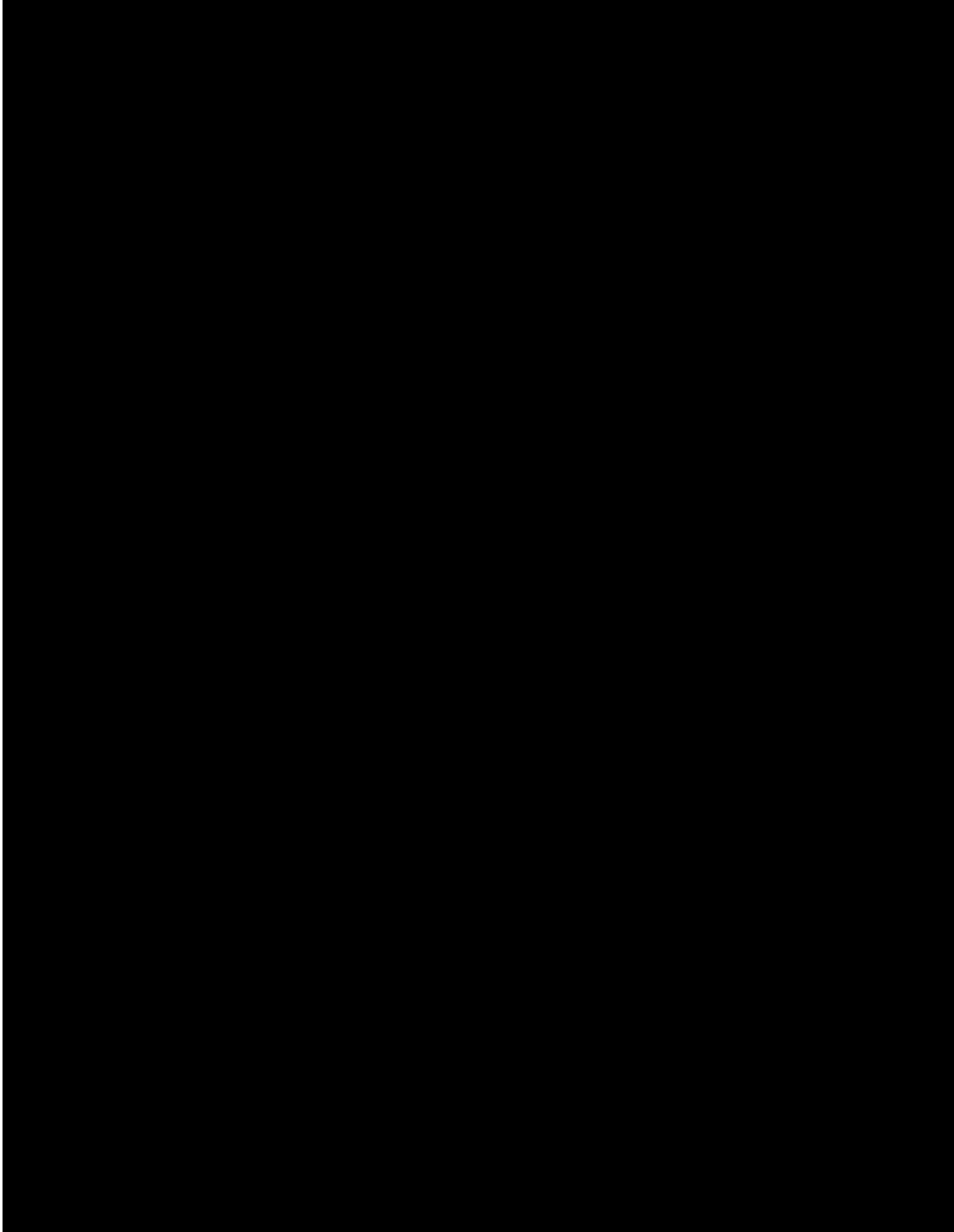
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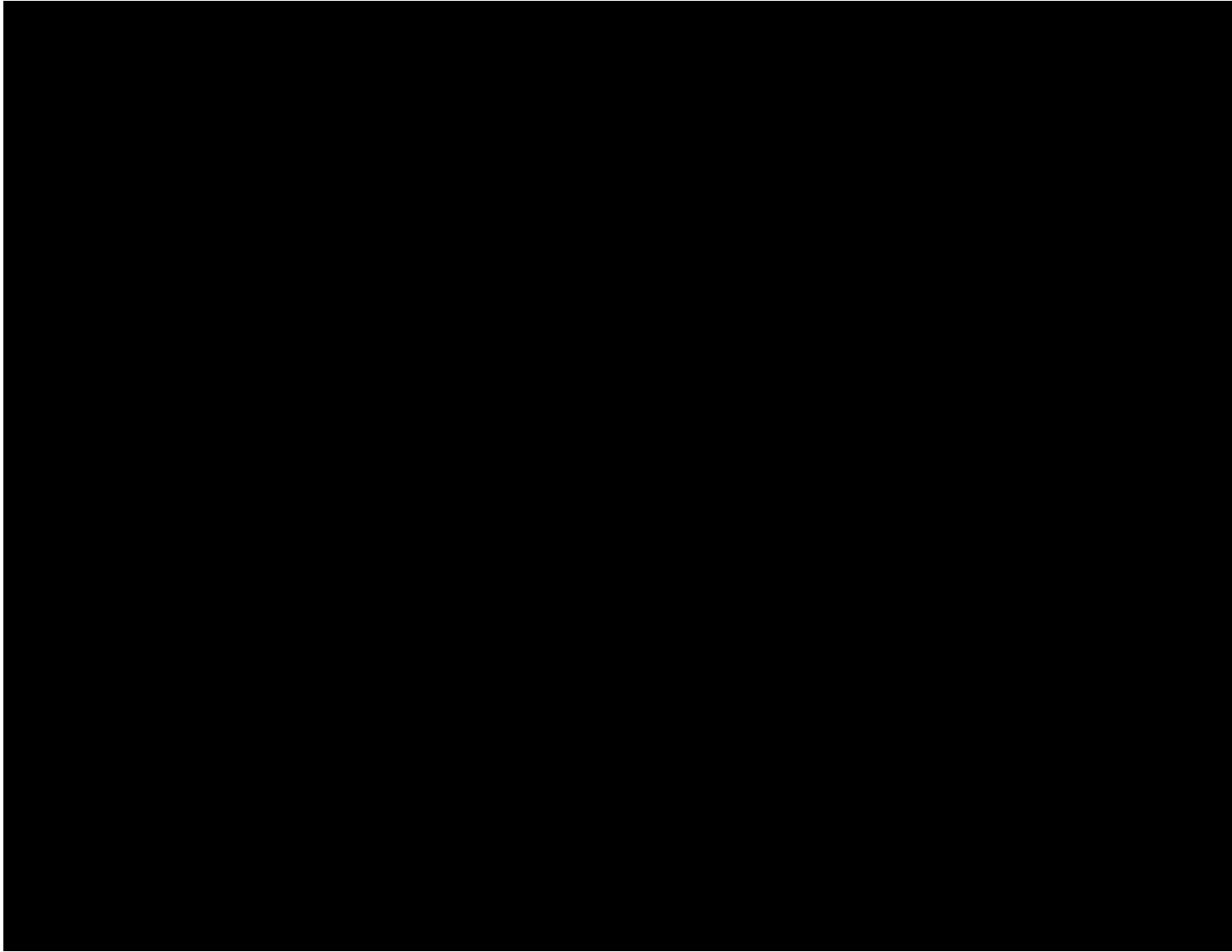
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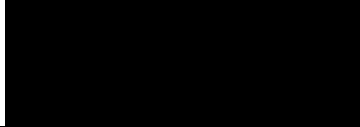


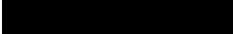

Exhibit A-5 -  Module Plan



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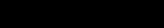
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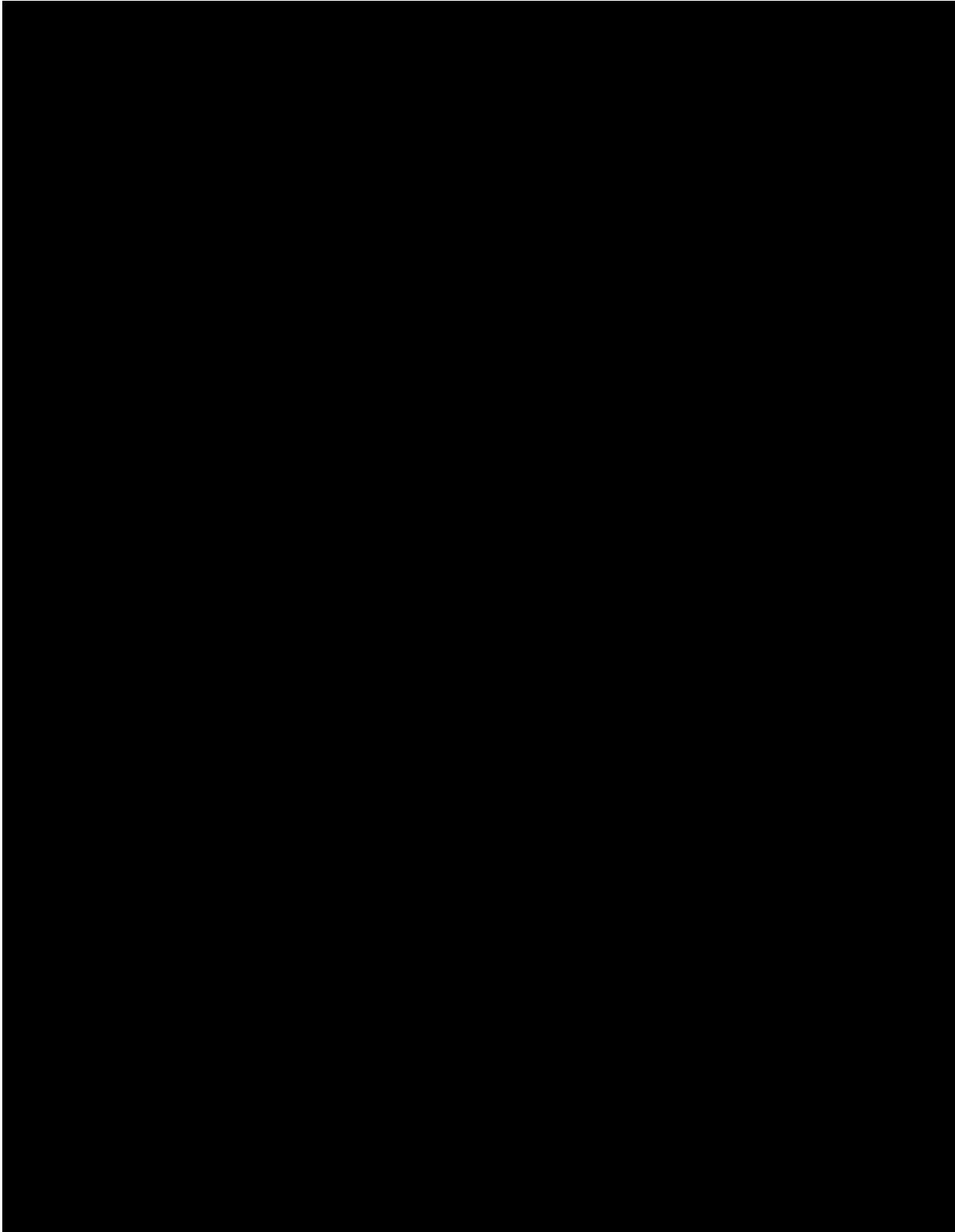
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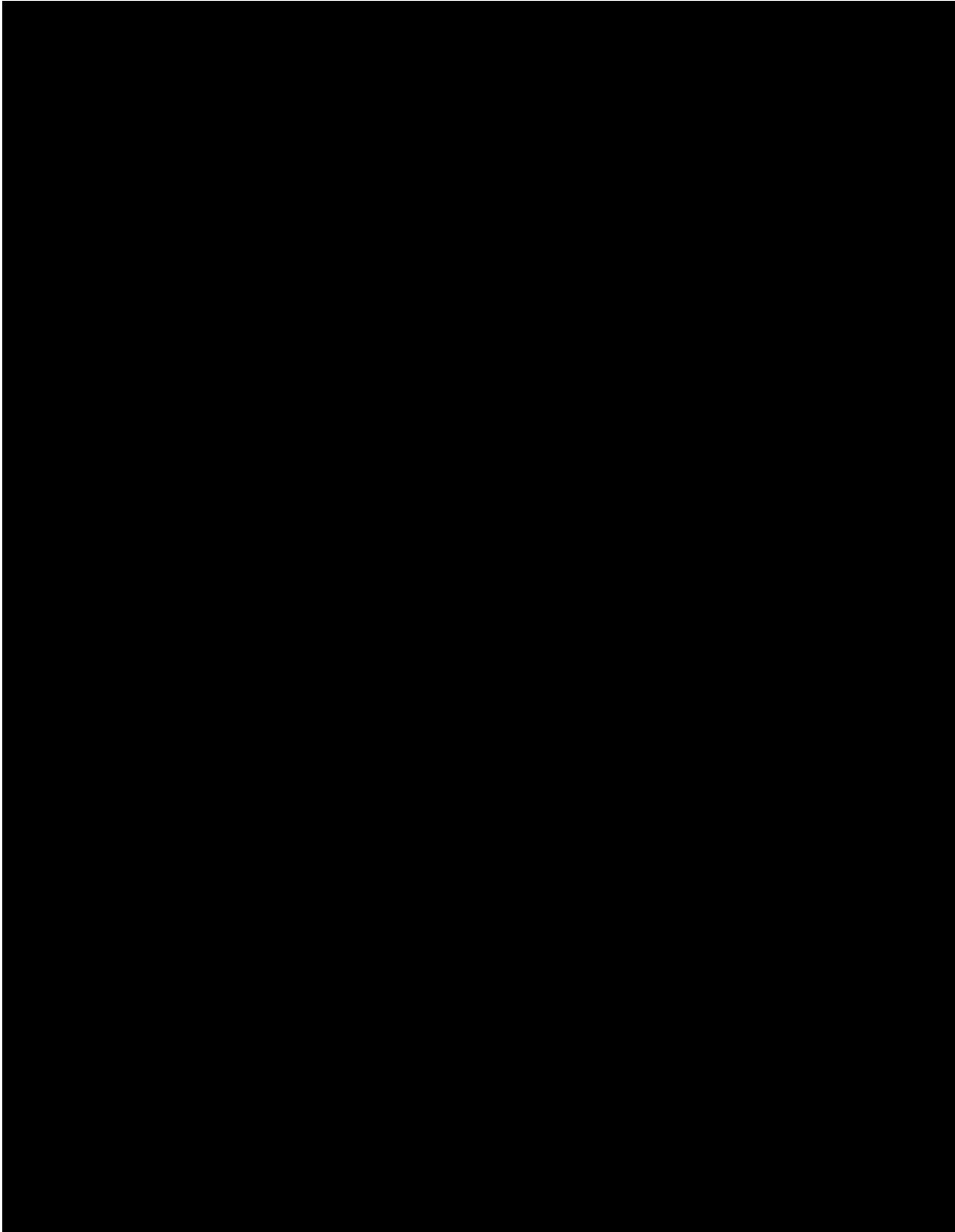
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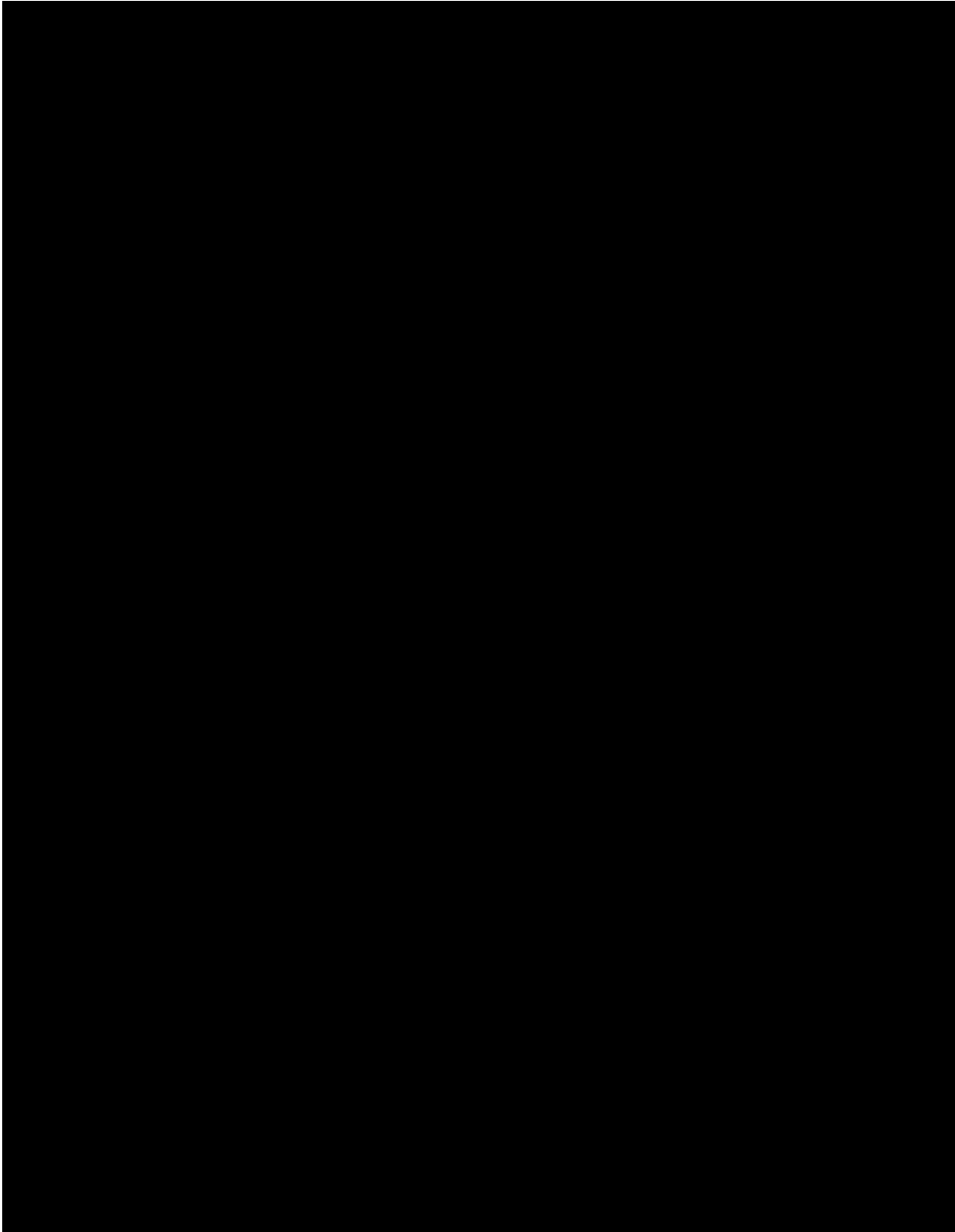
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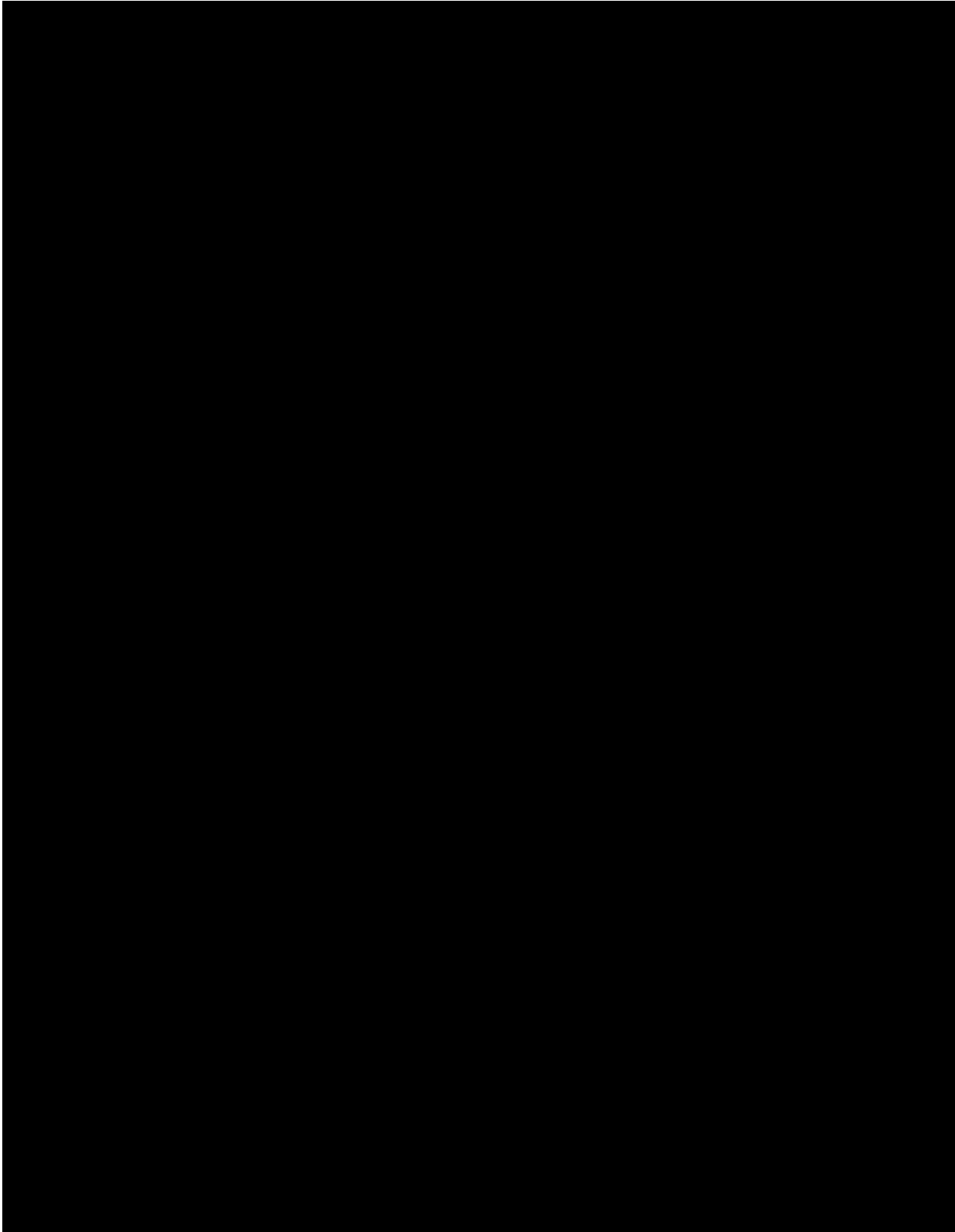
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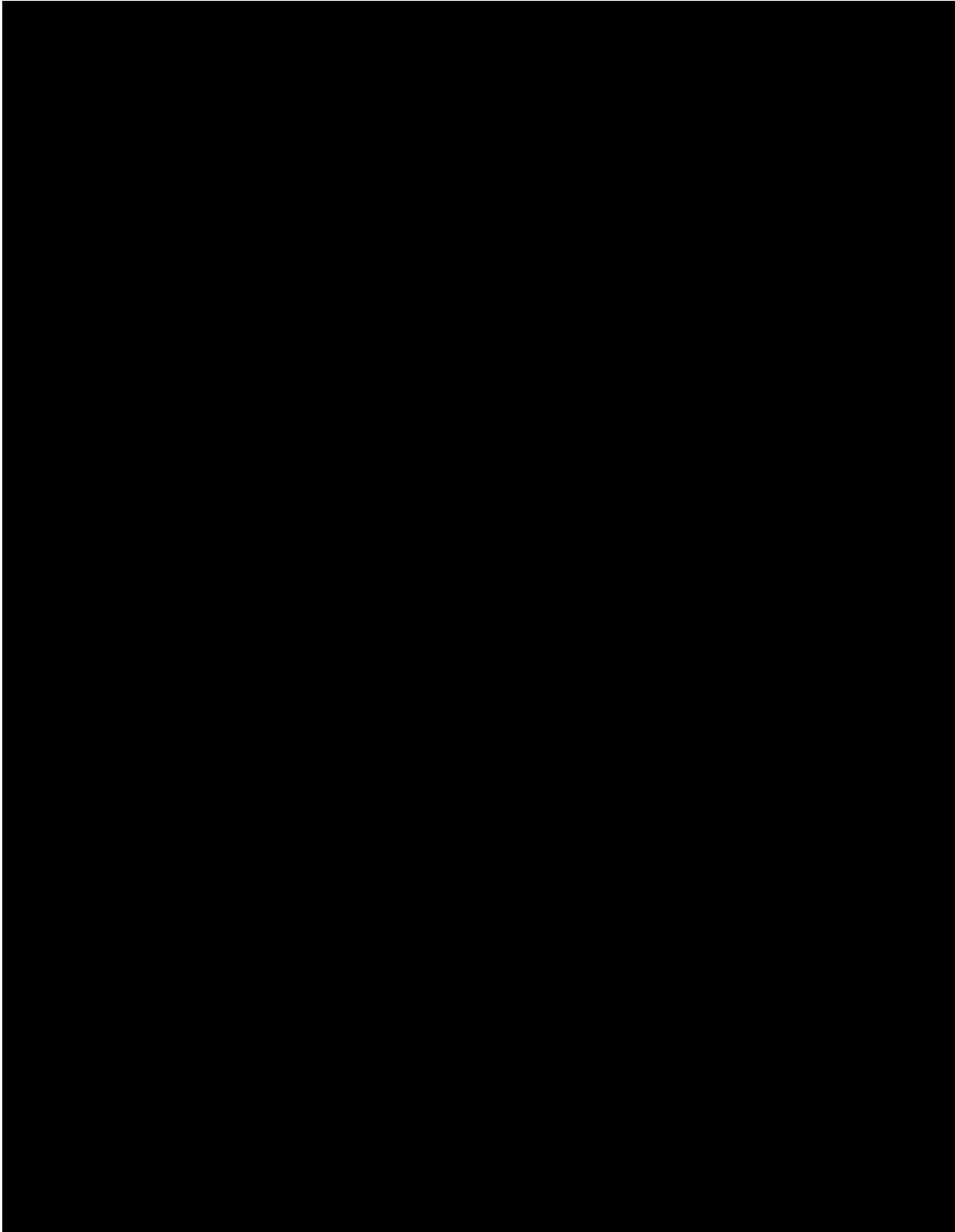
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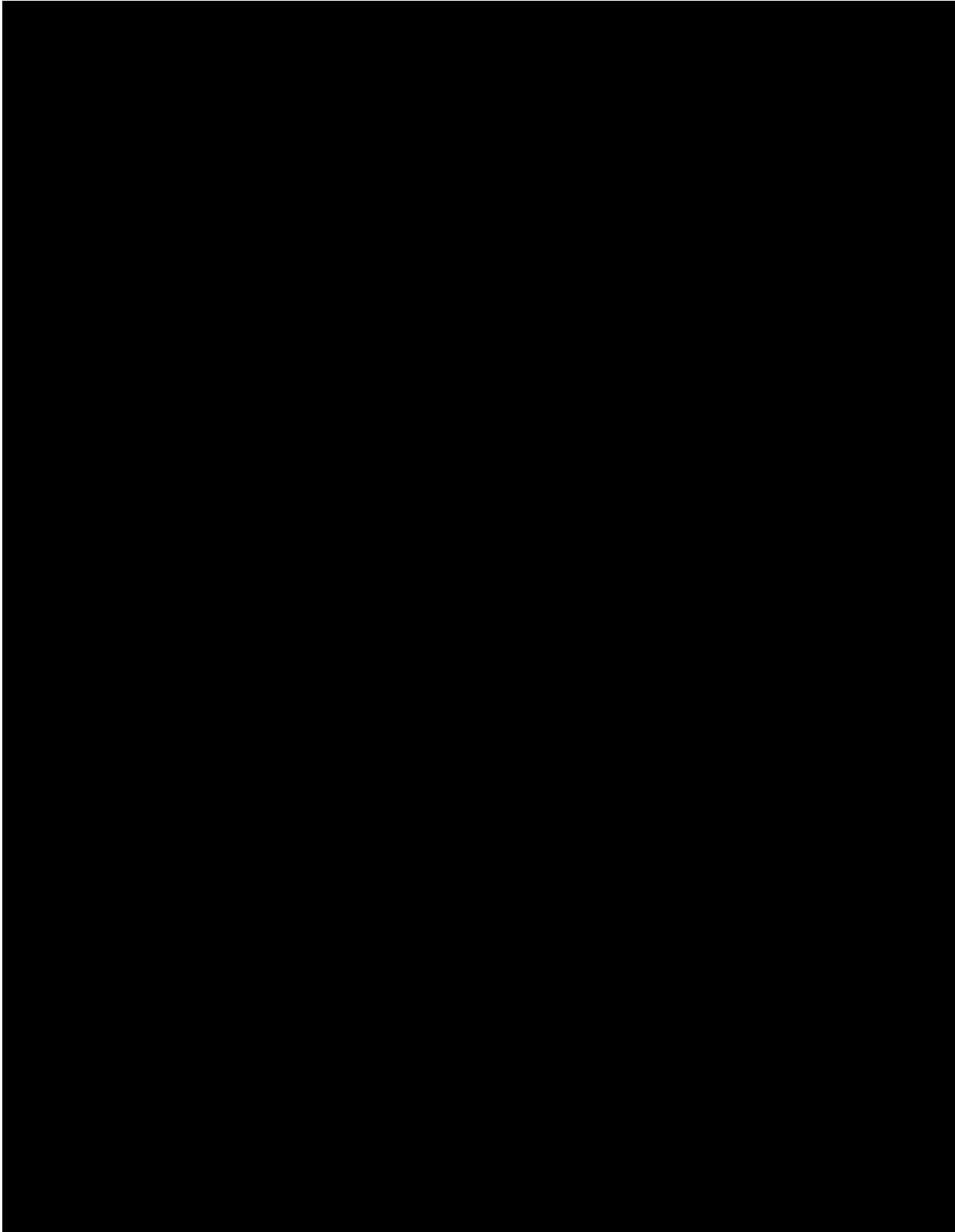
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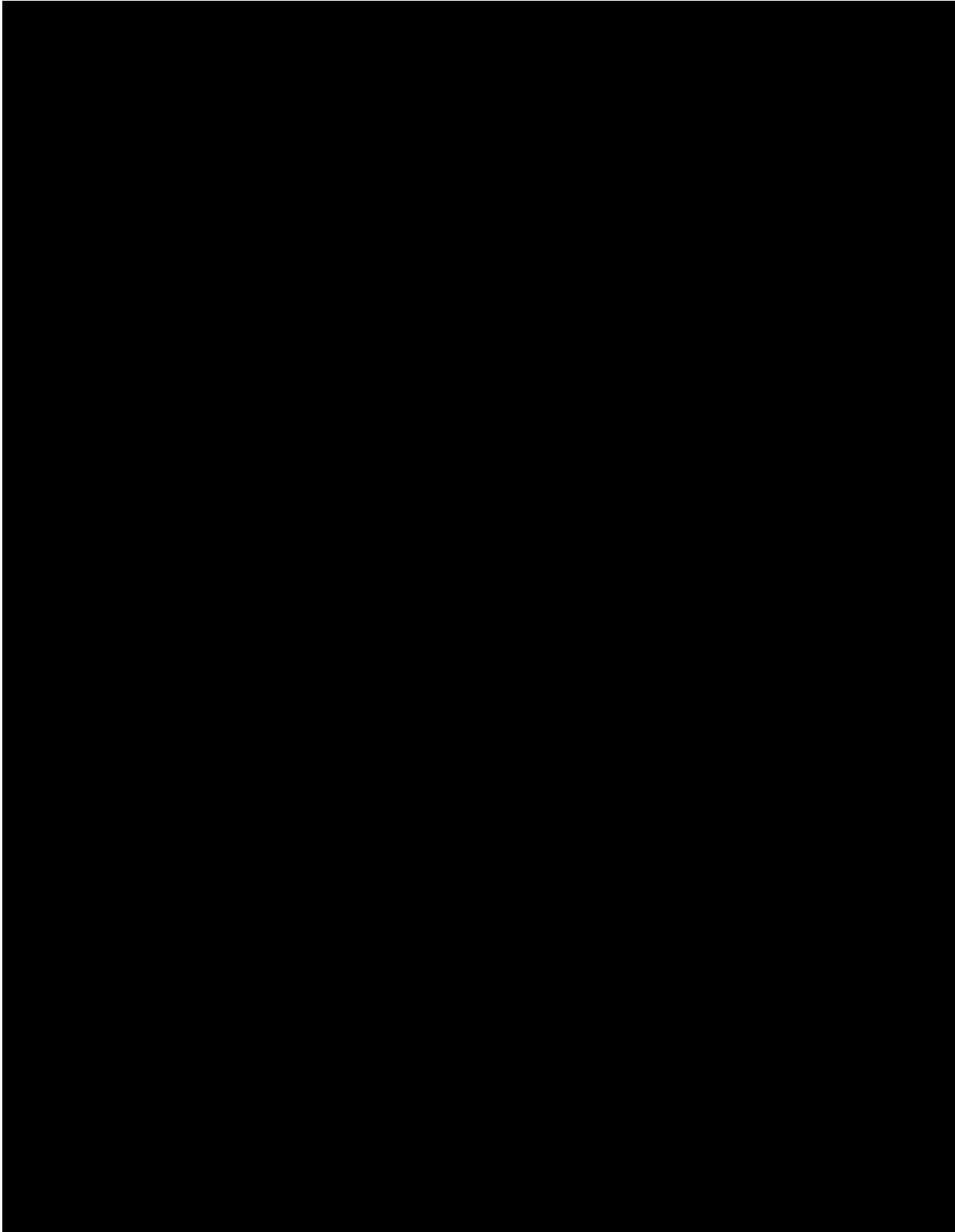
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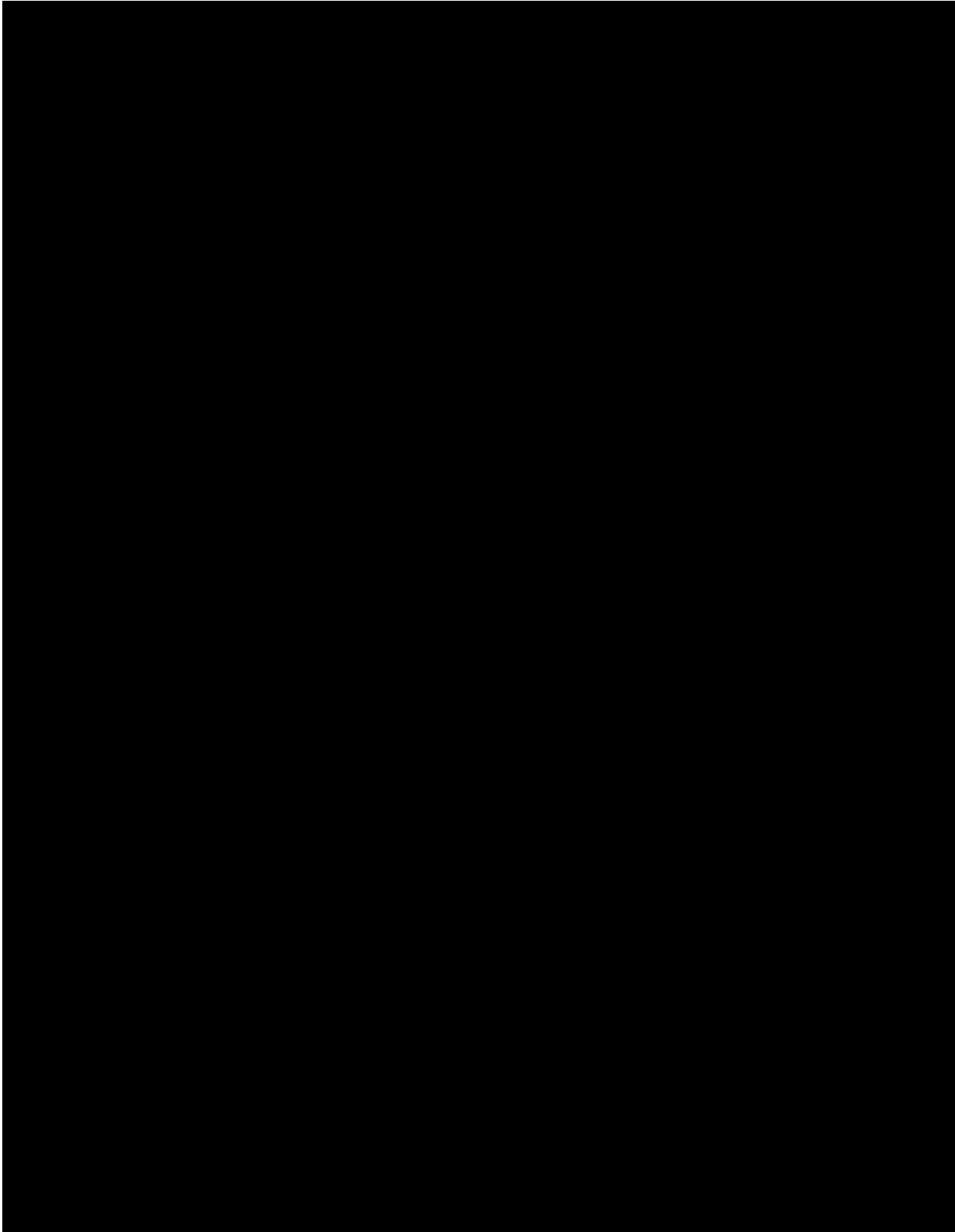
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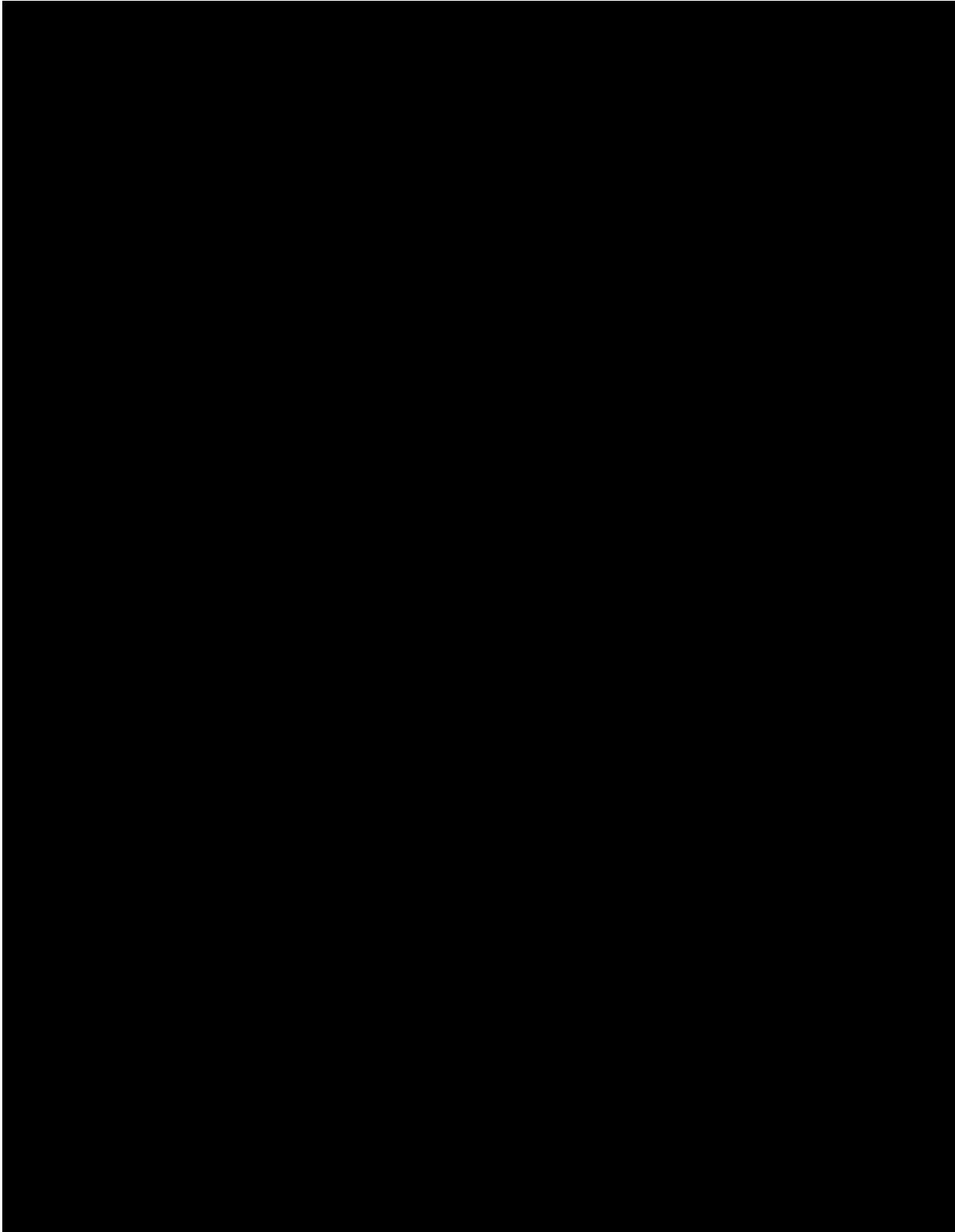
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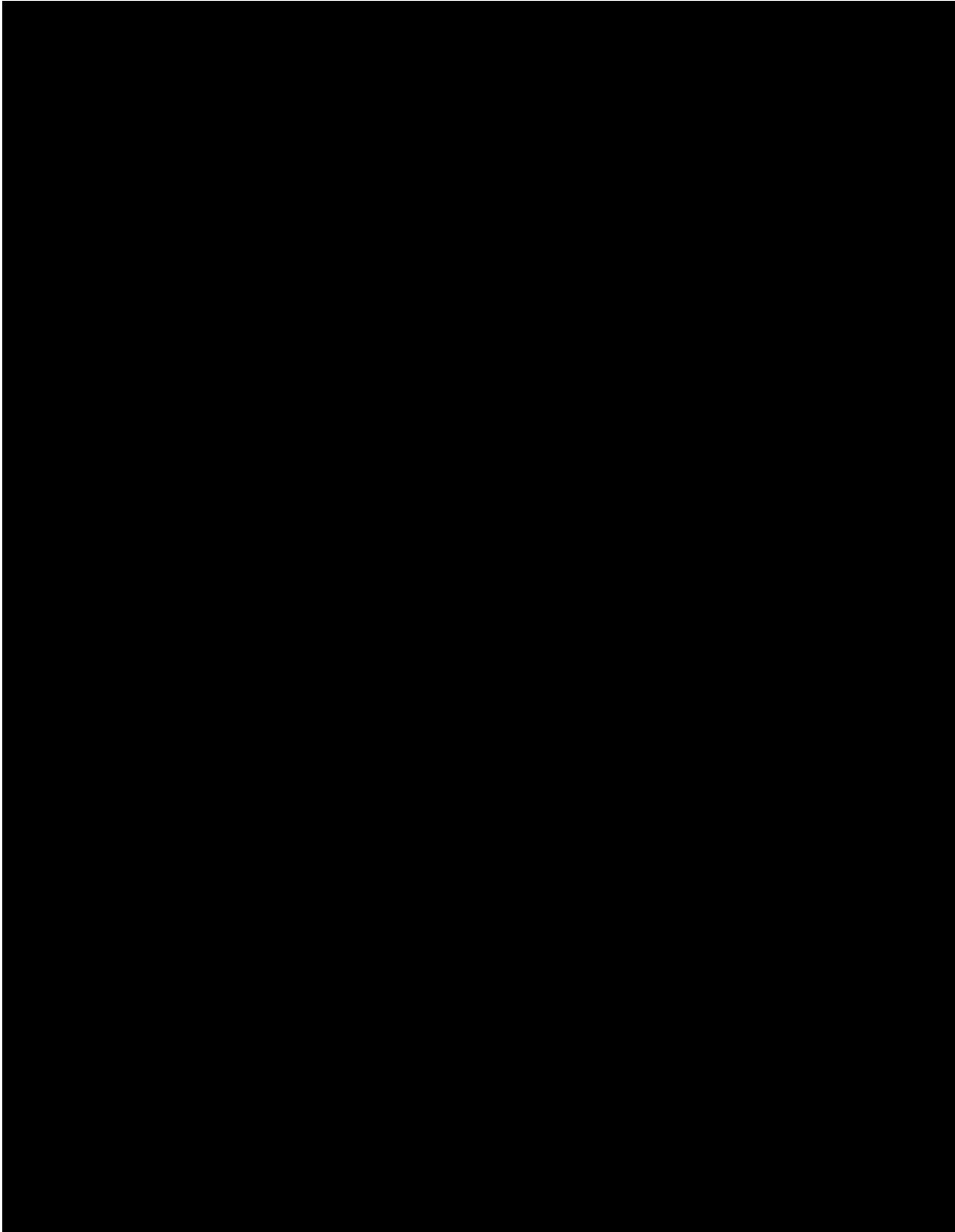
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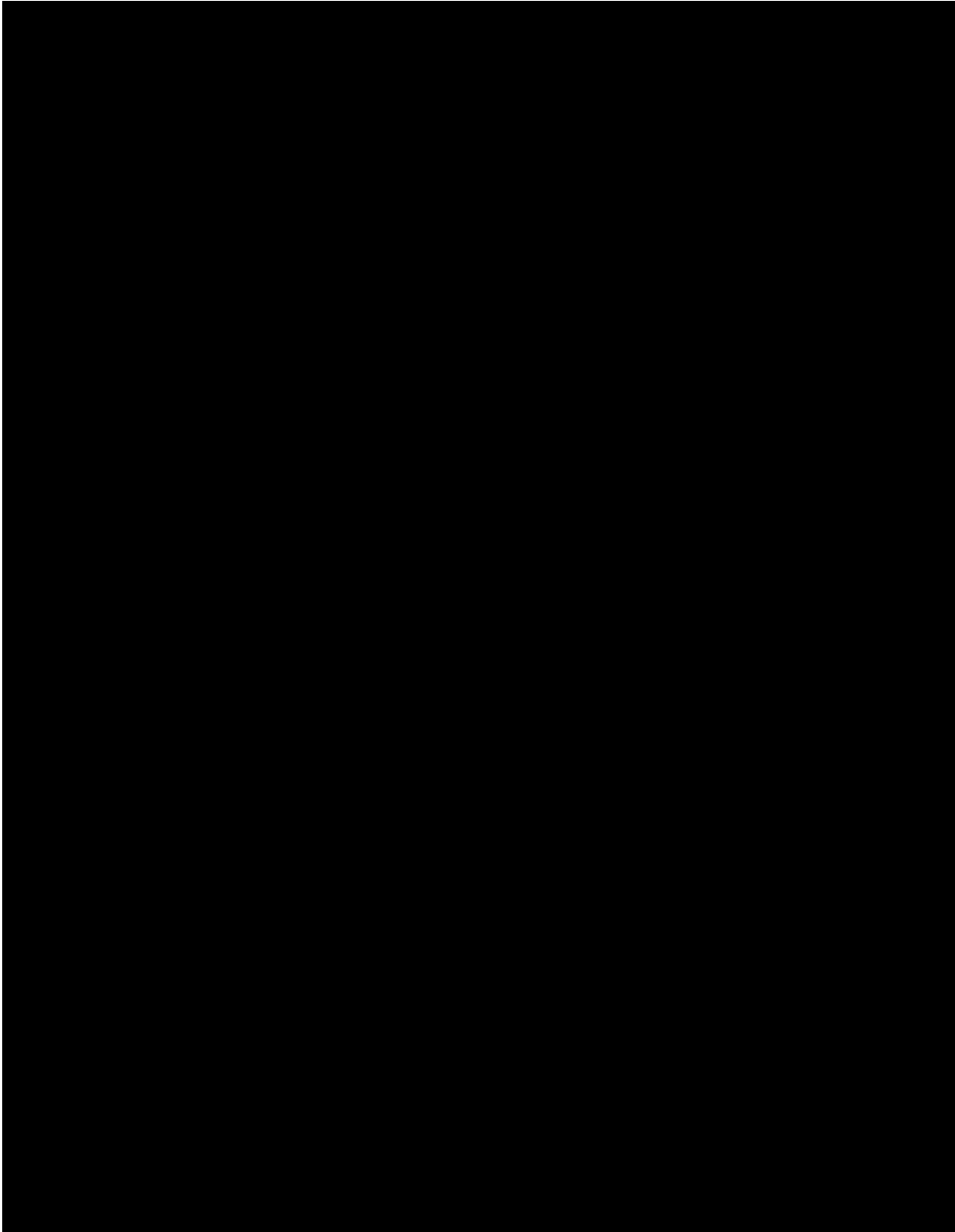
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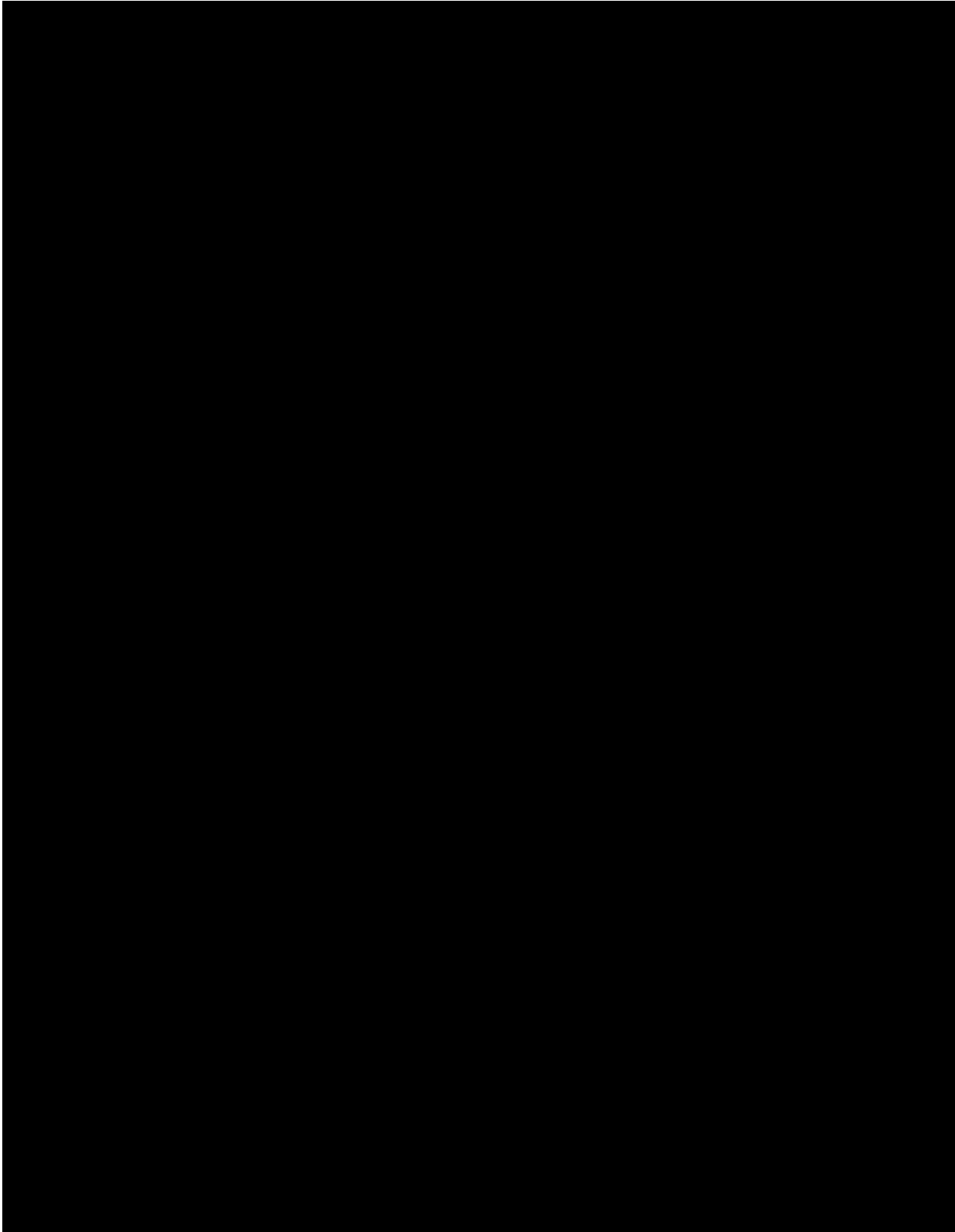
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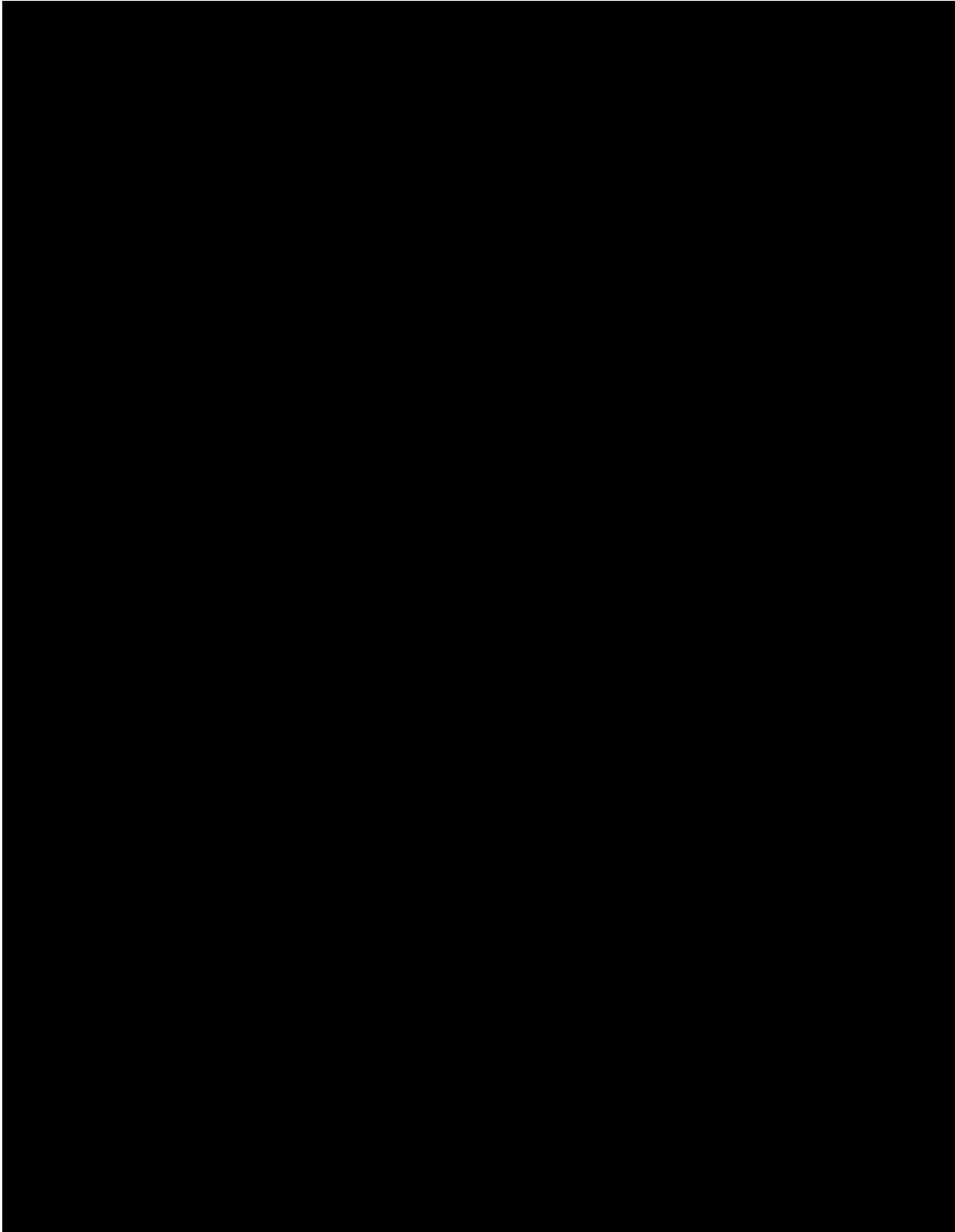
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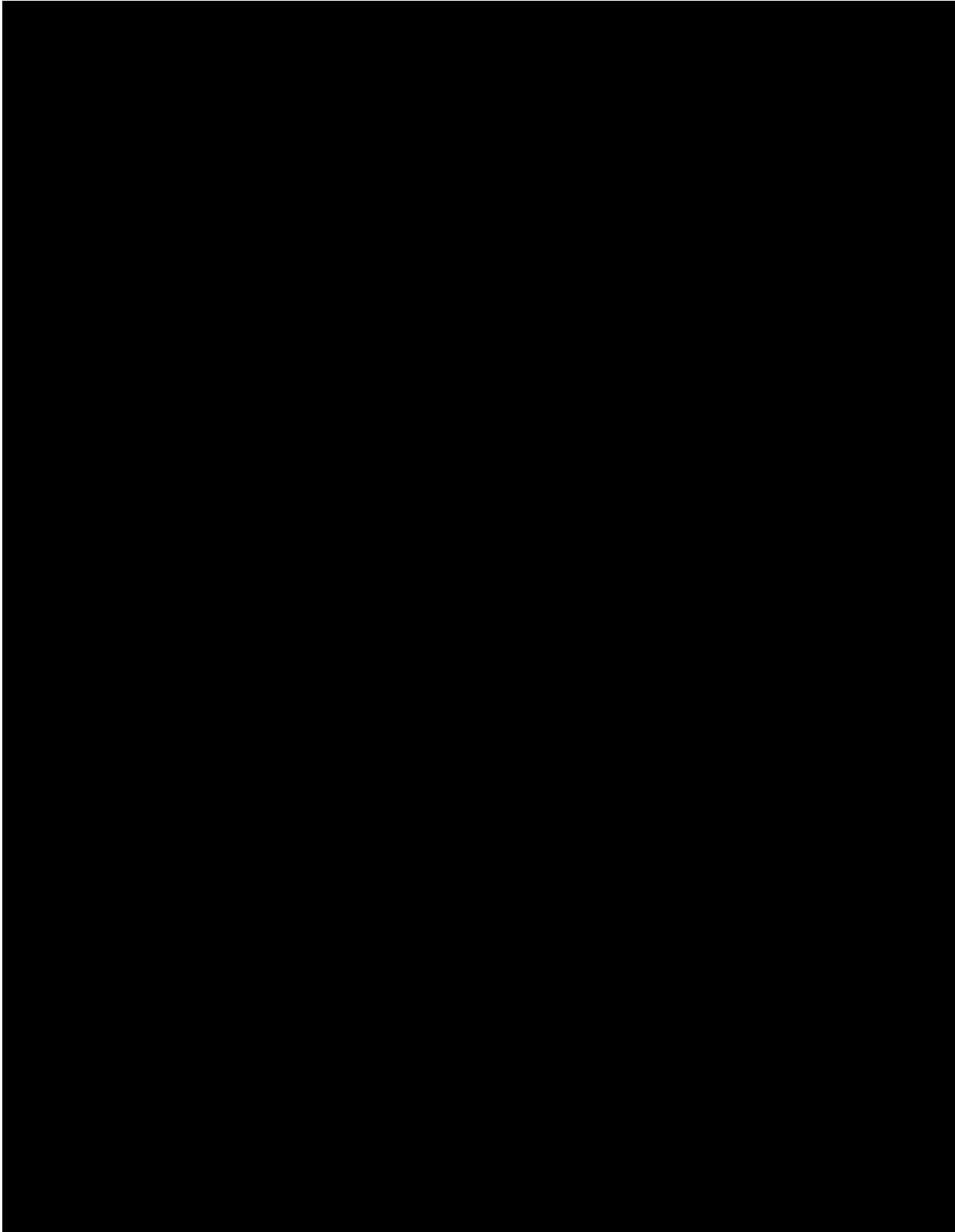
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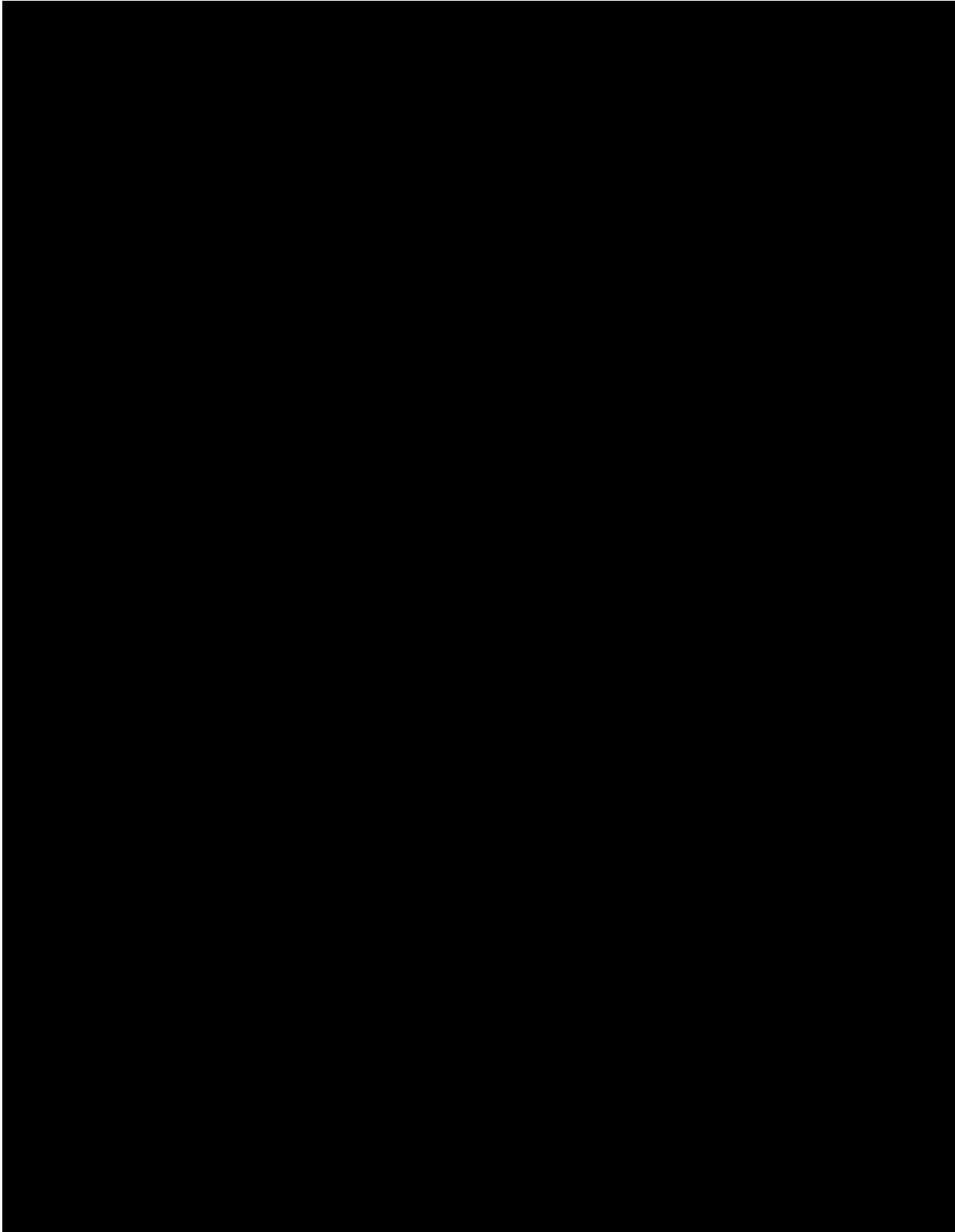
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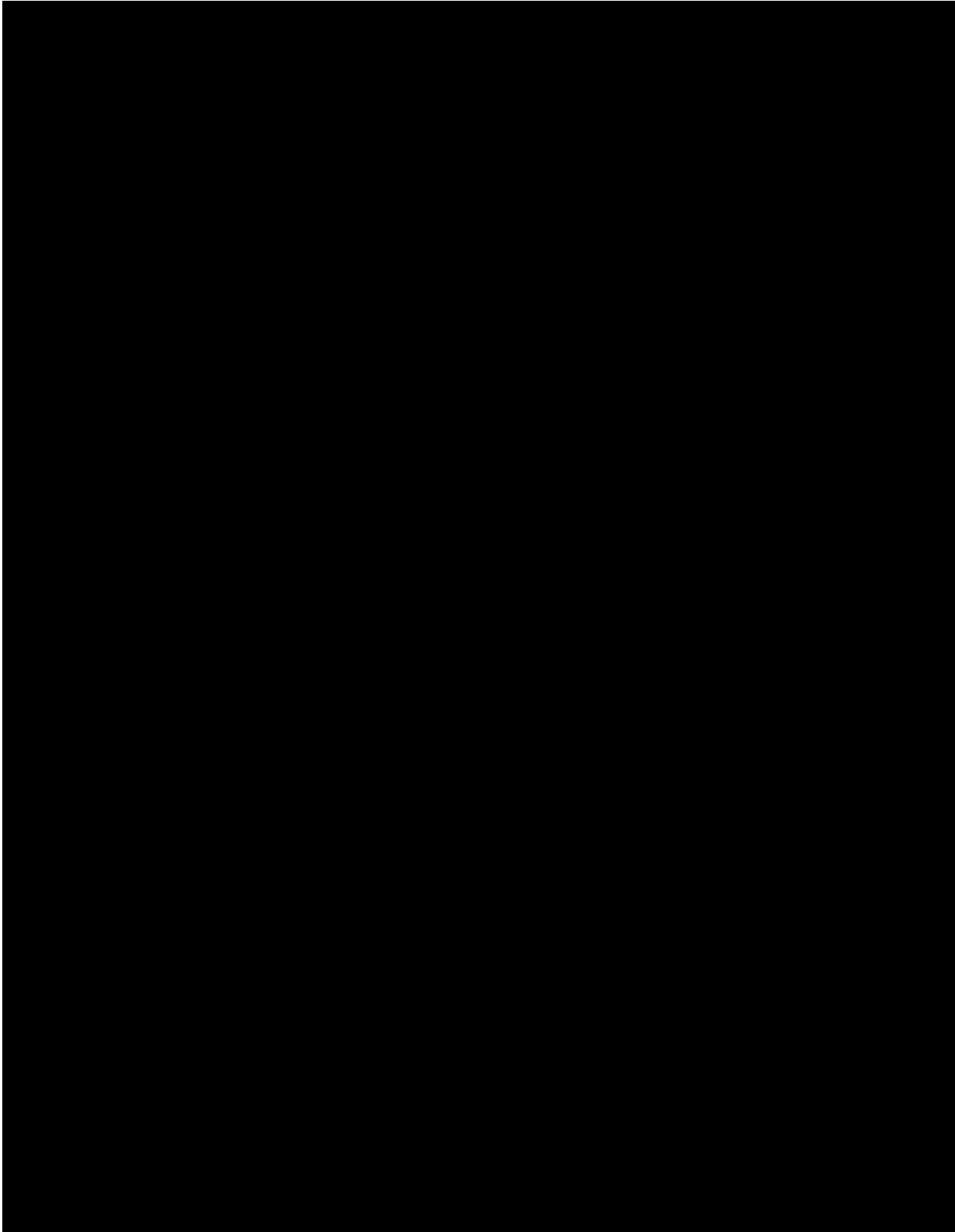
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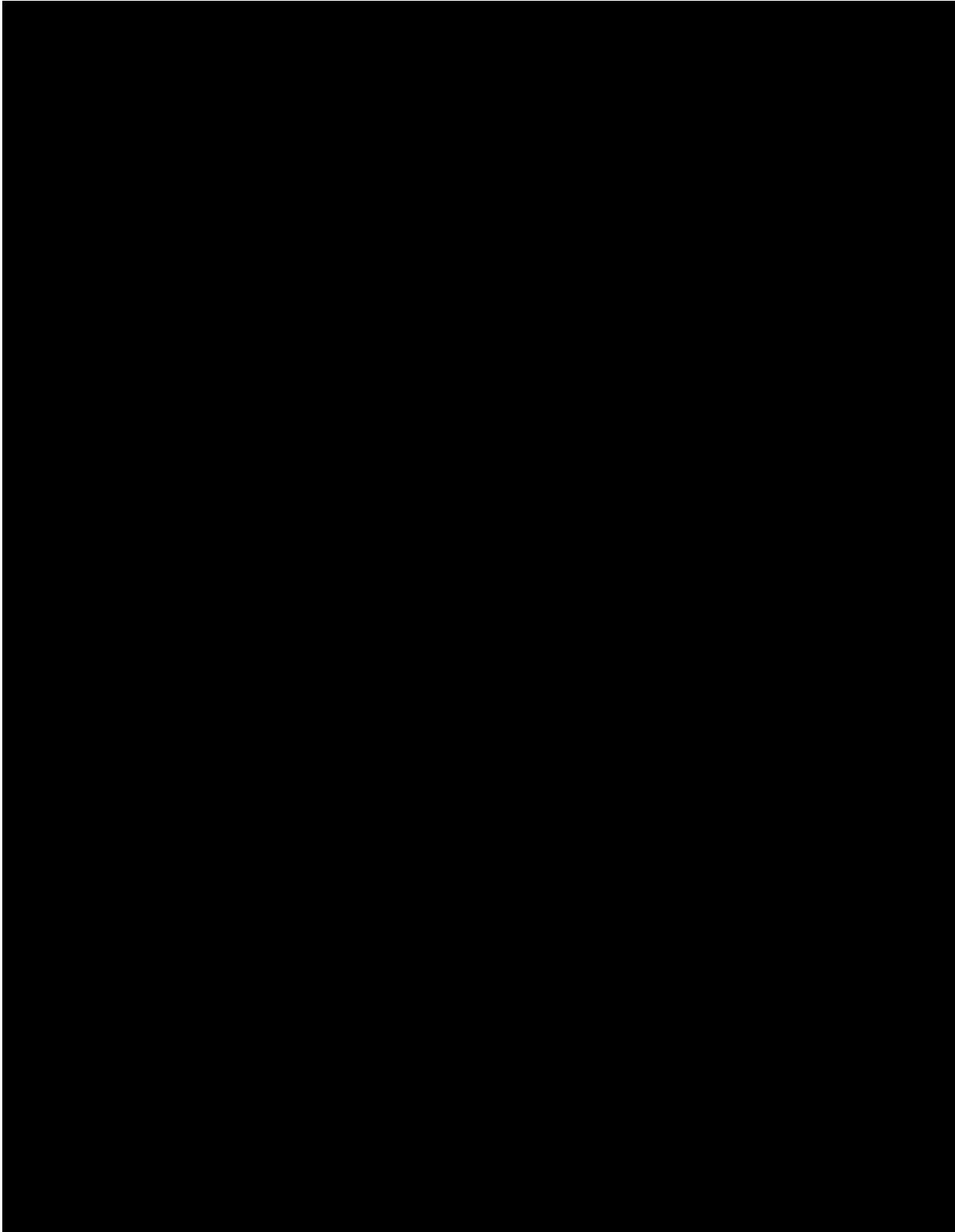
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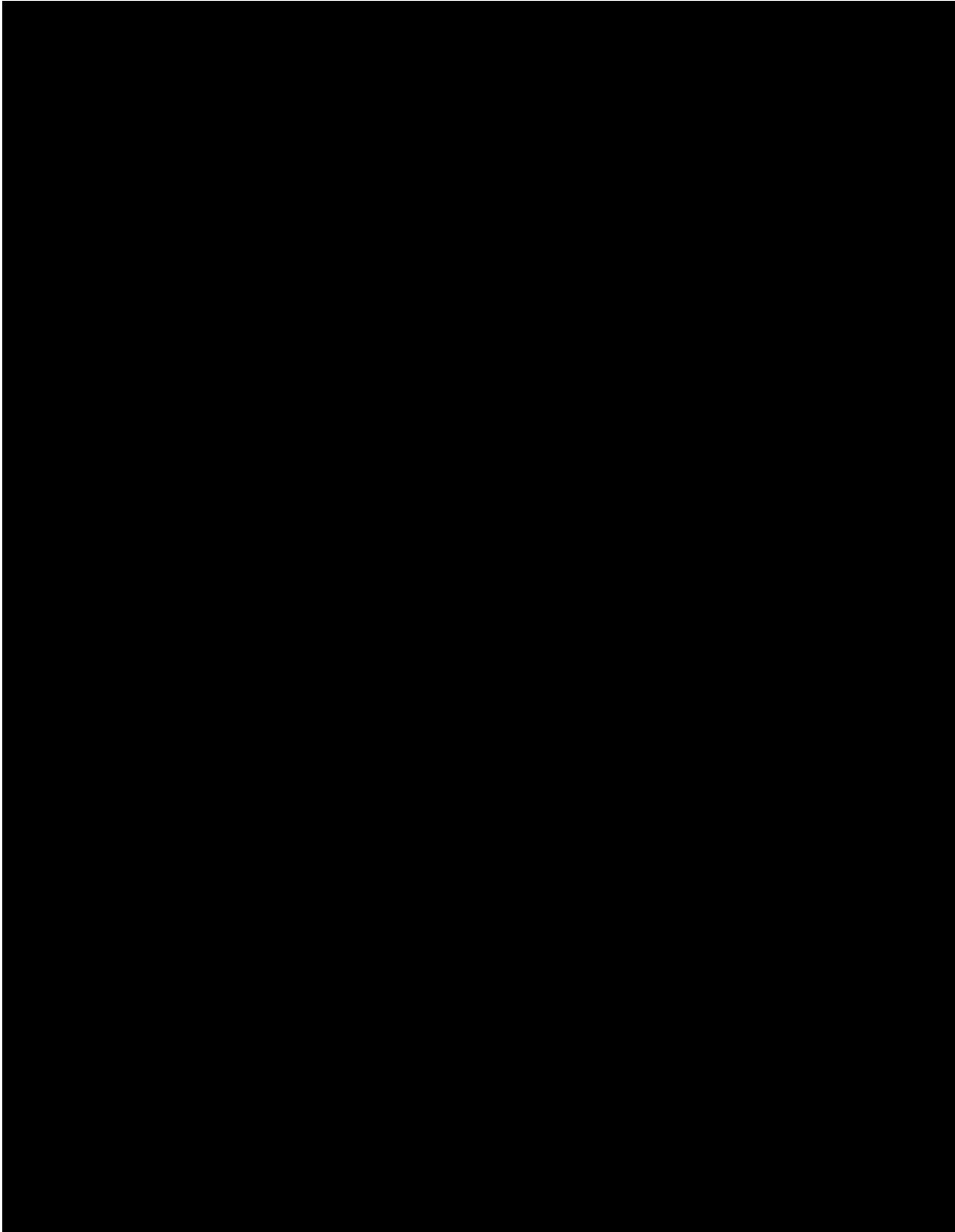
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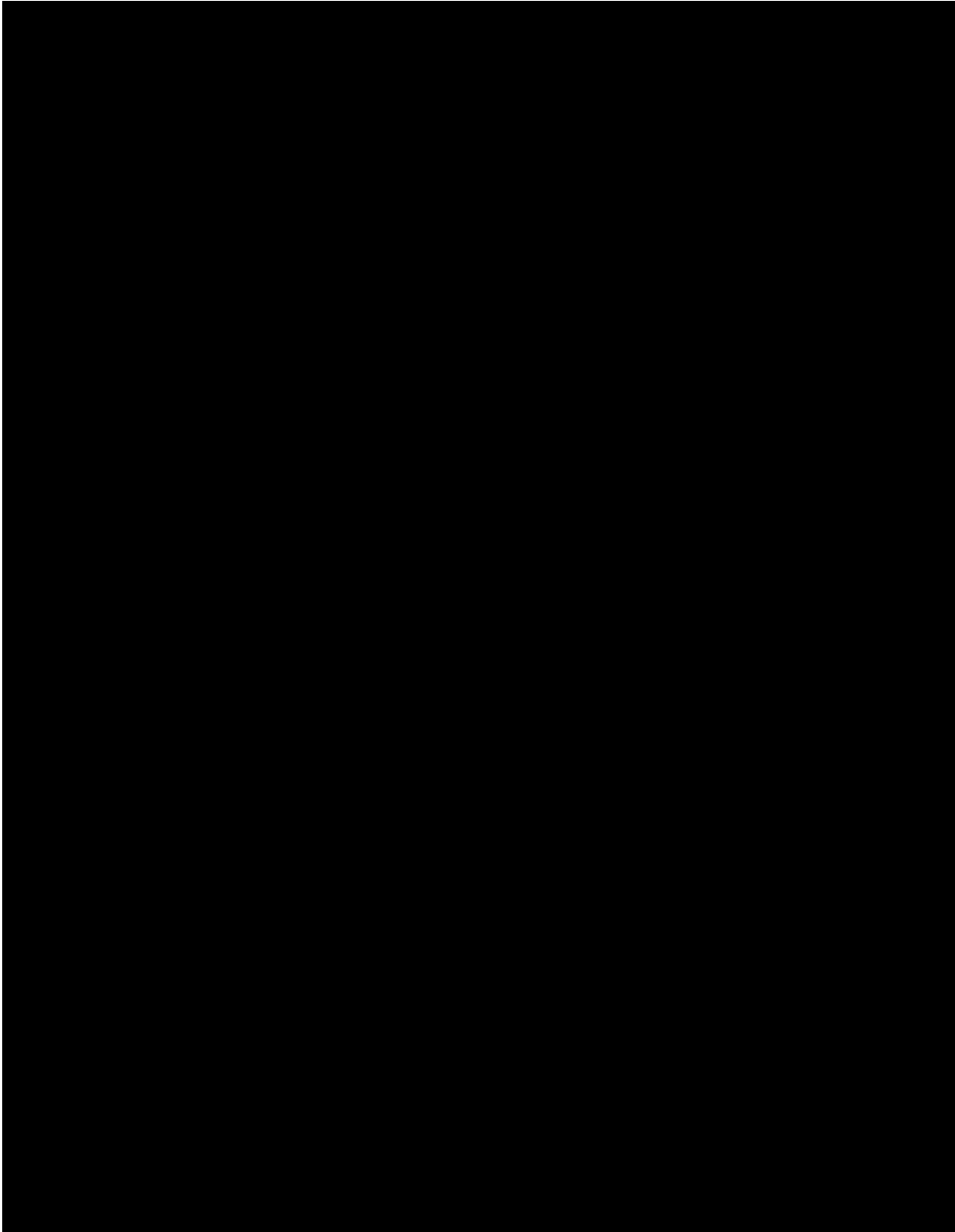
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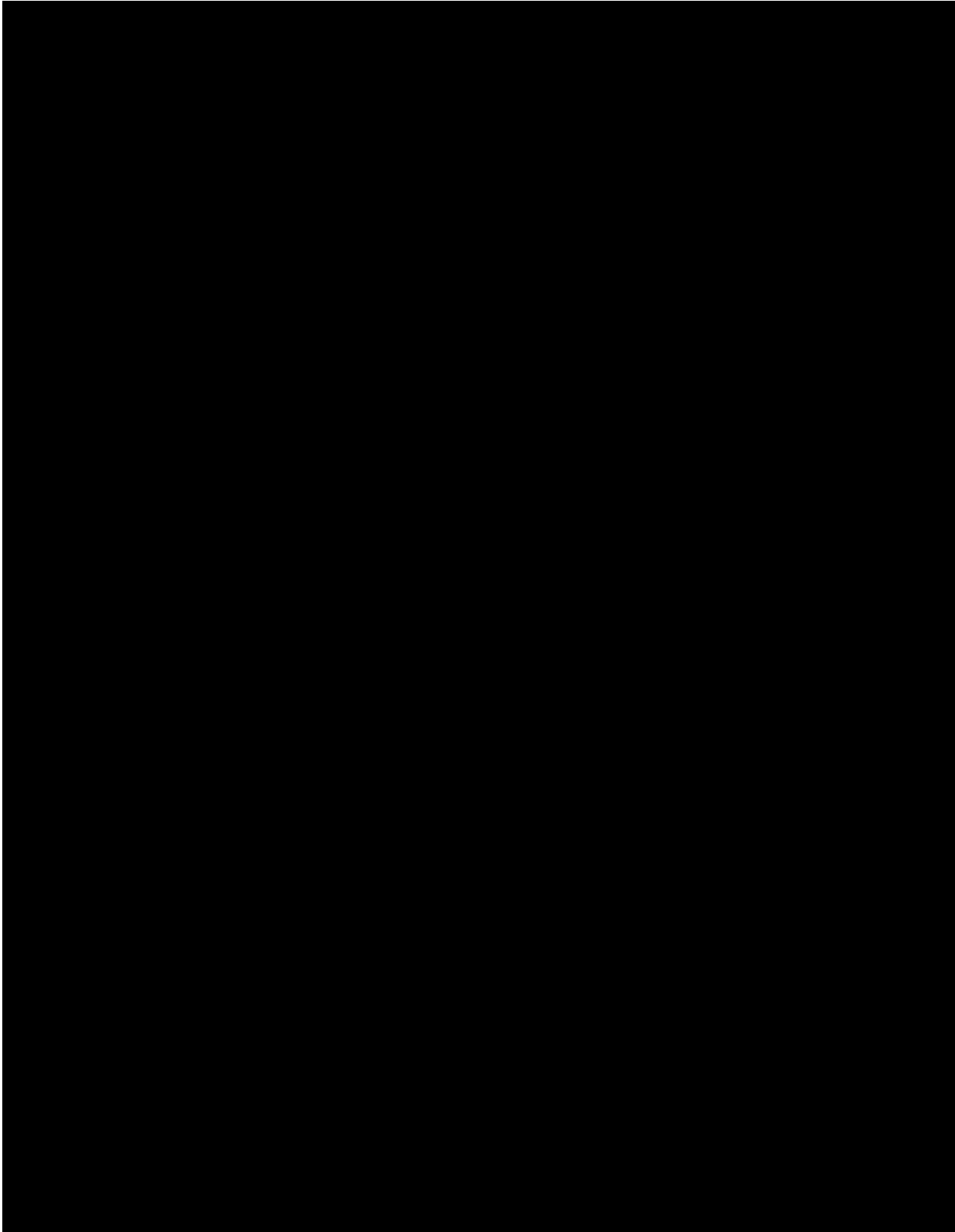
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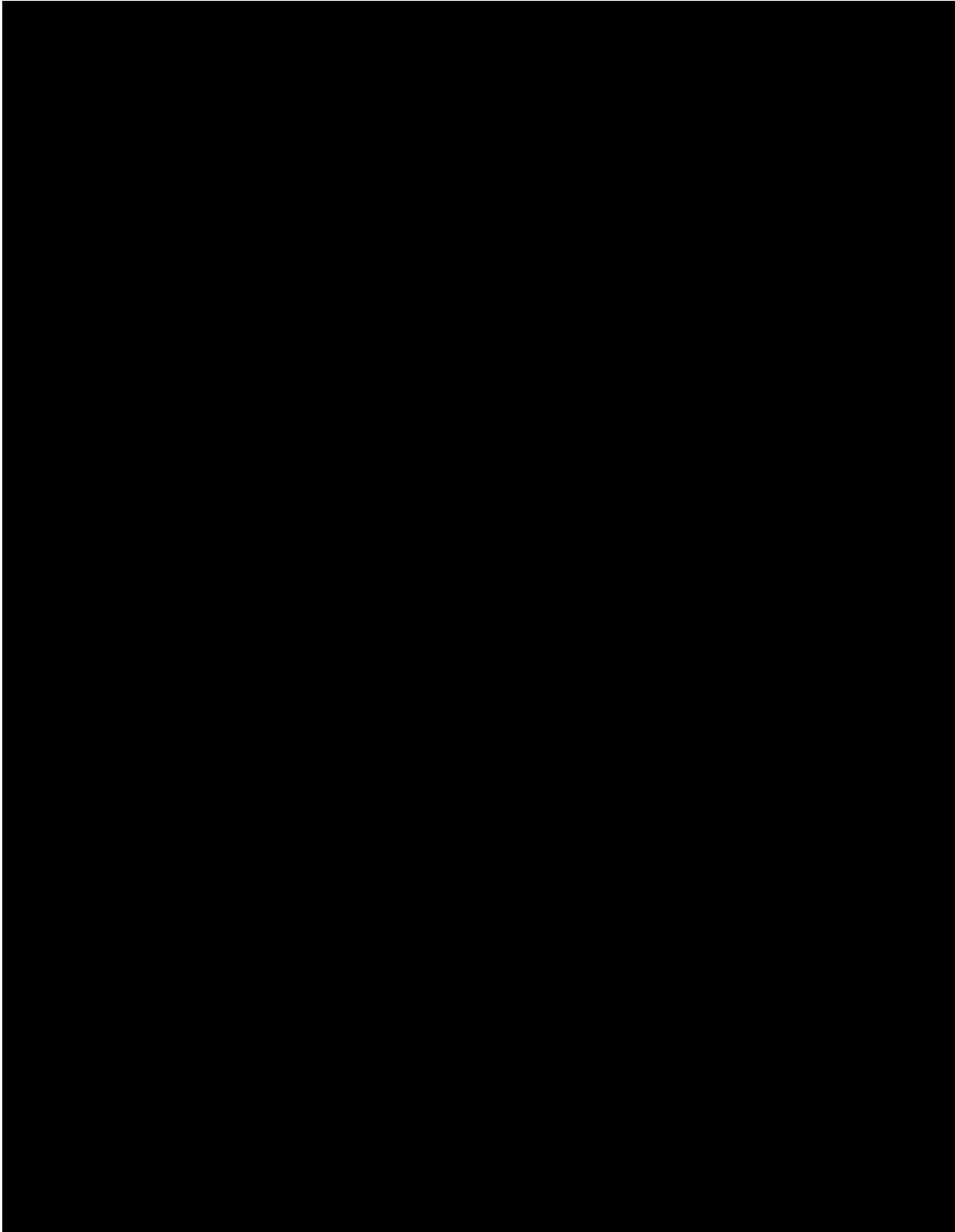
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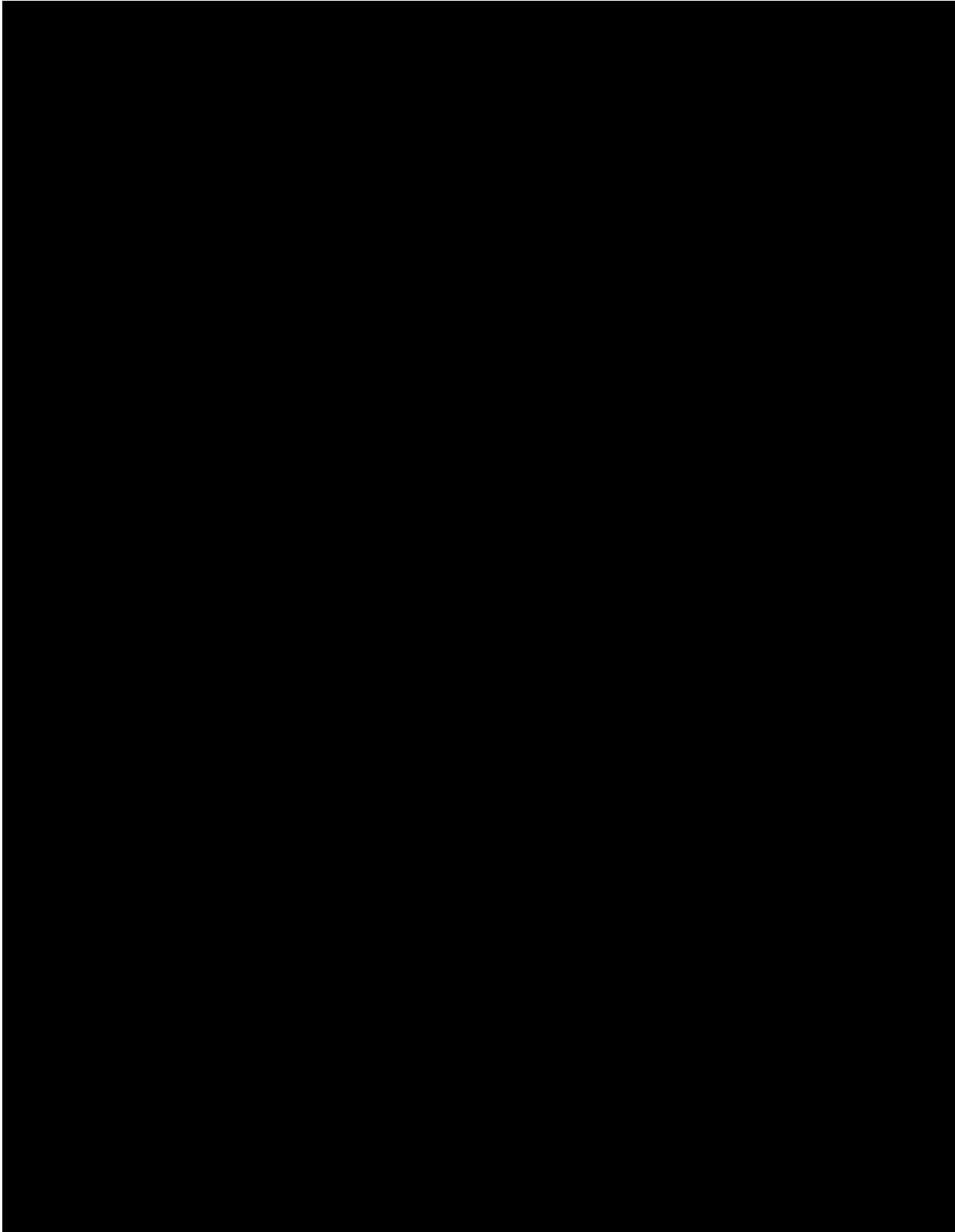
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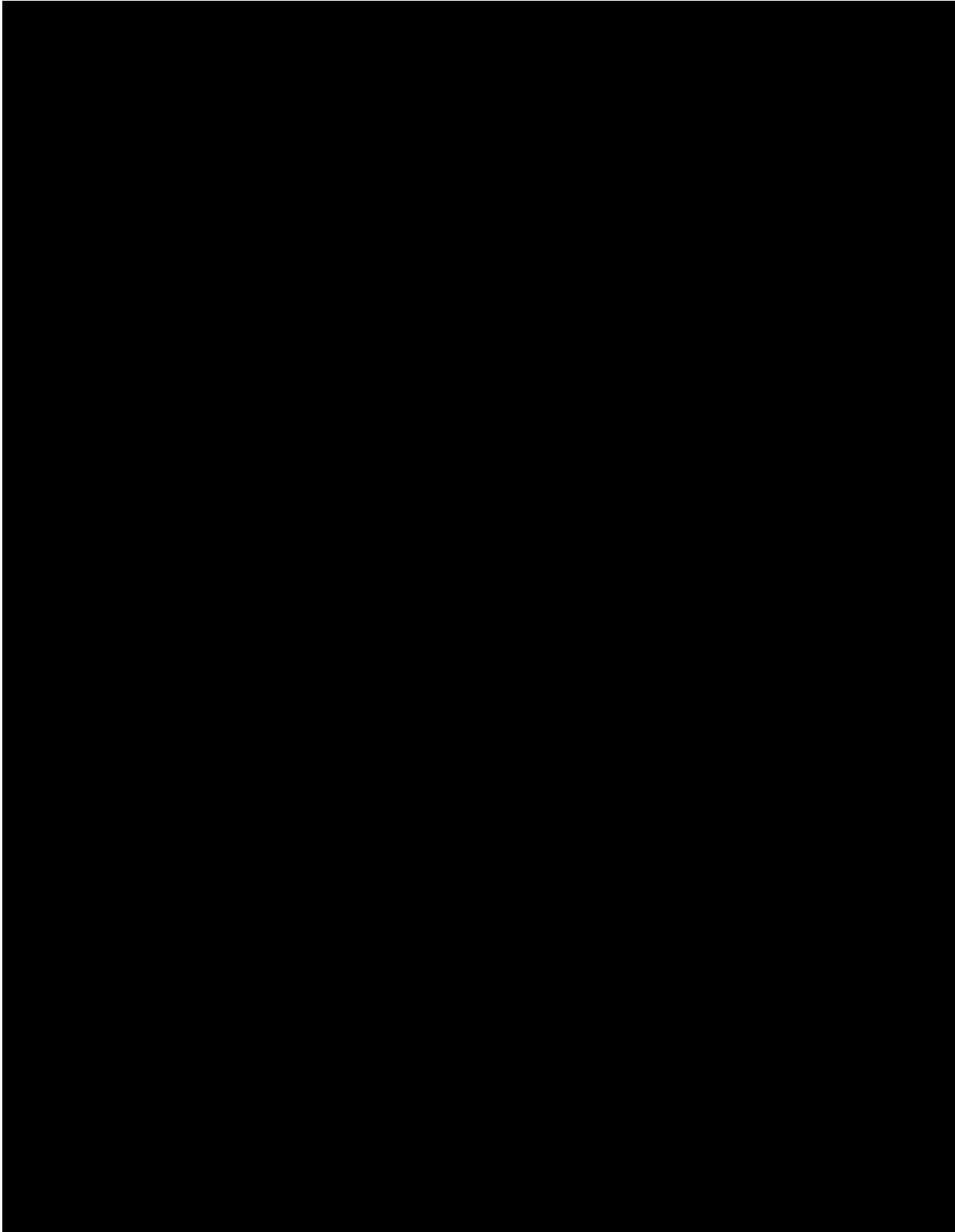
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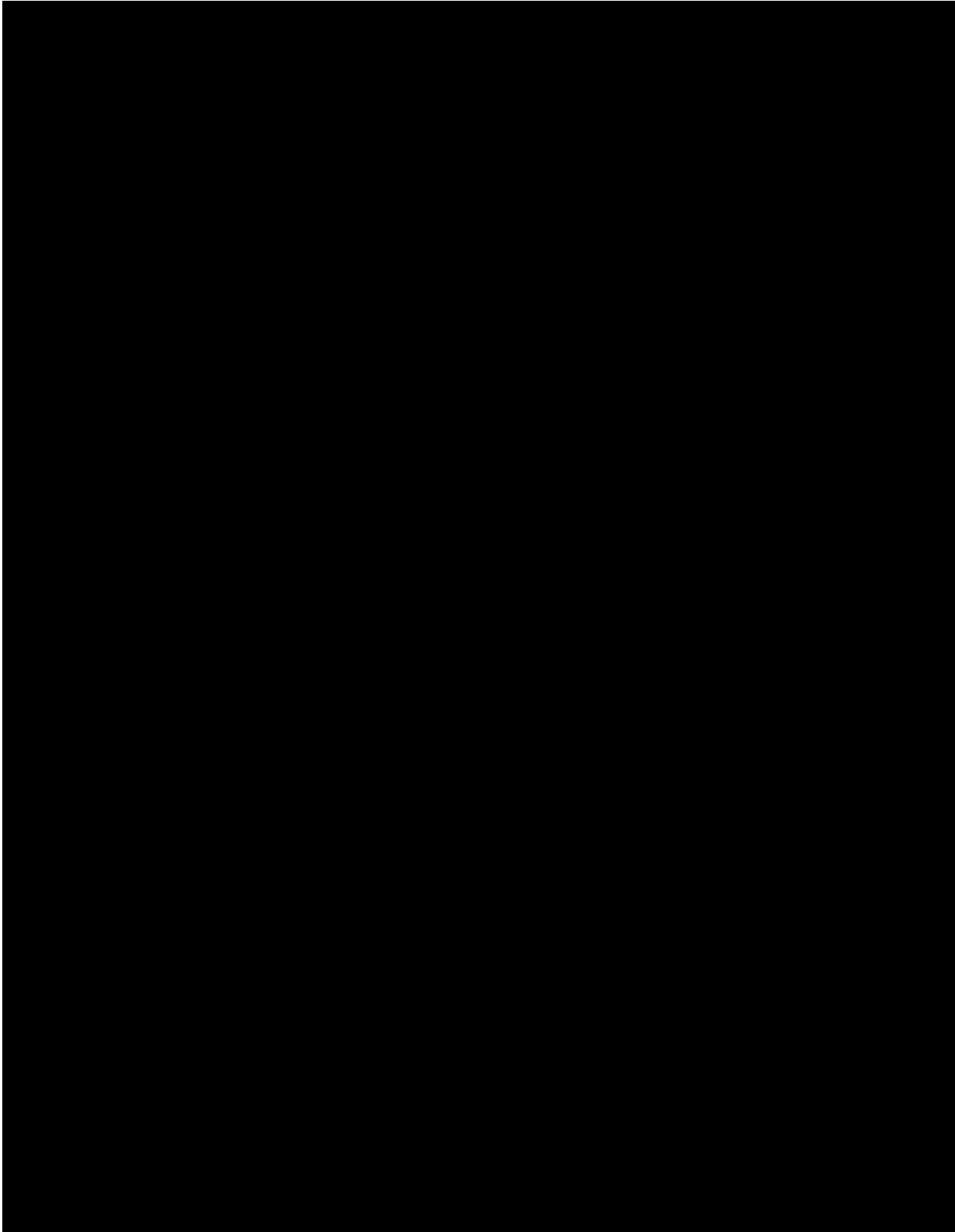
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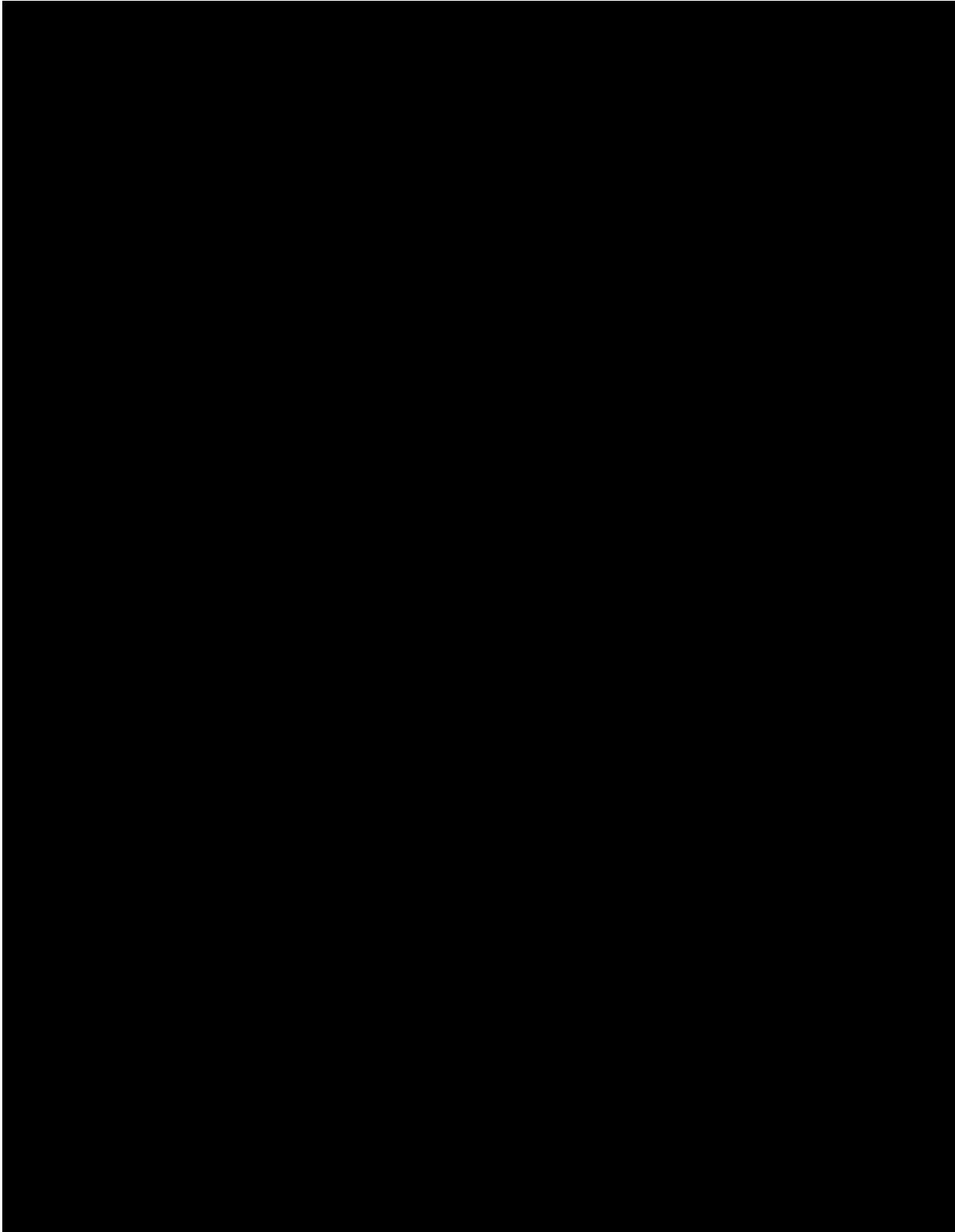
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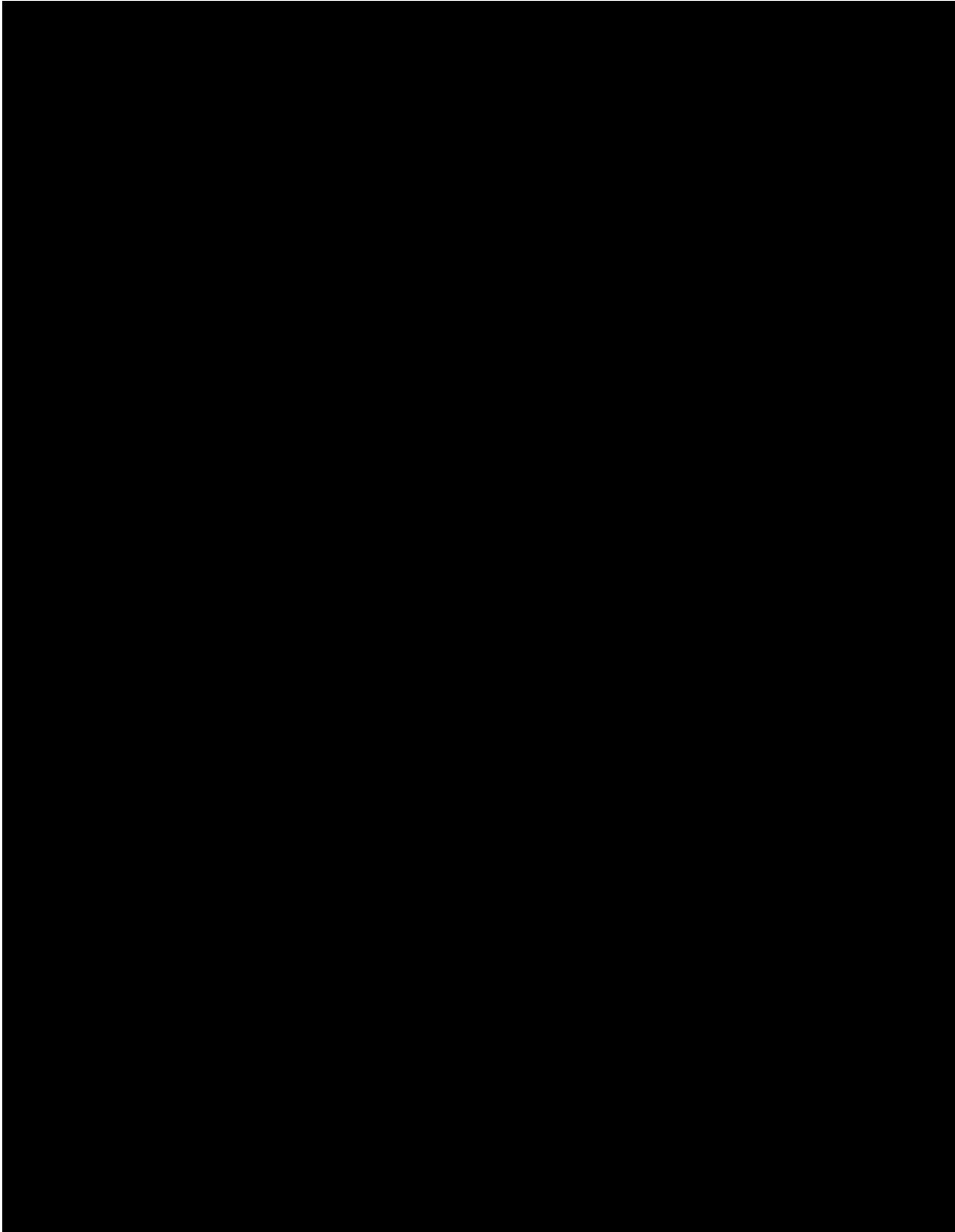
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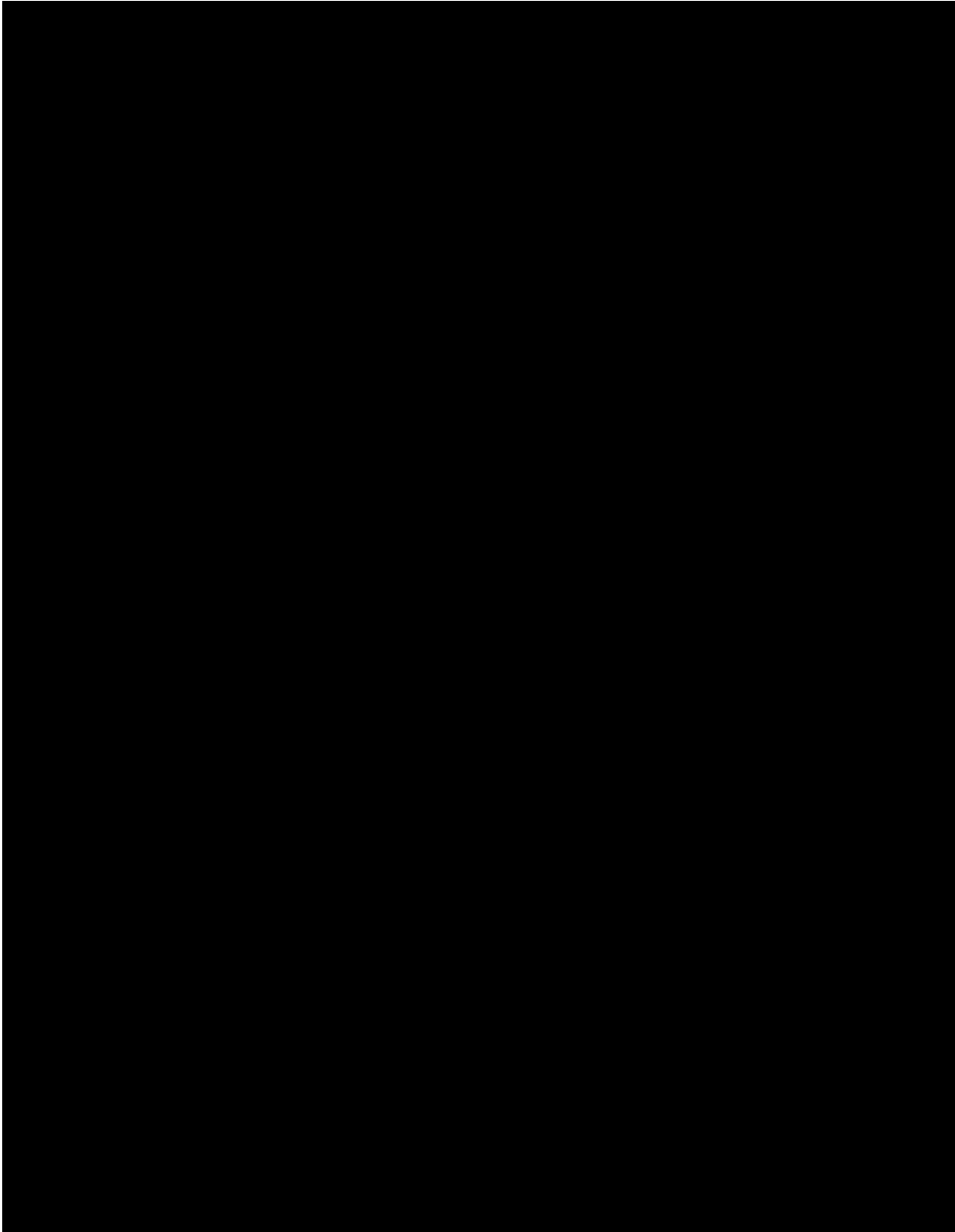
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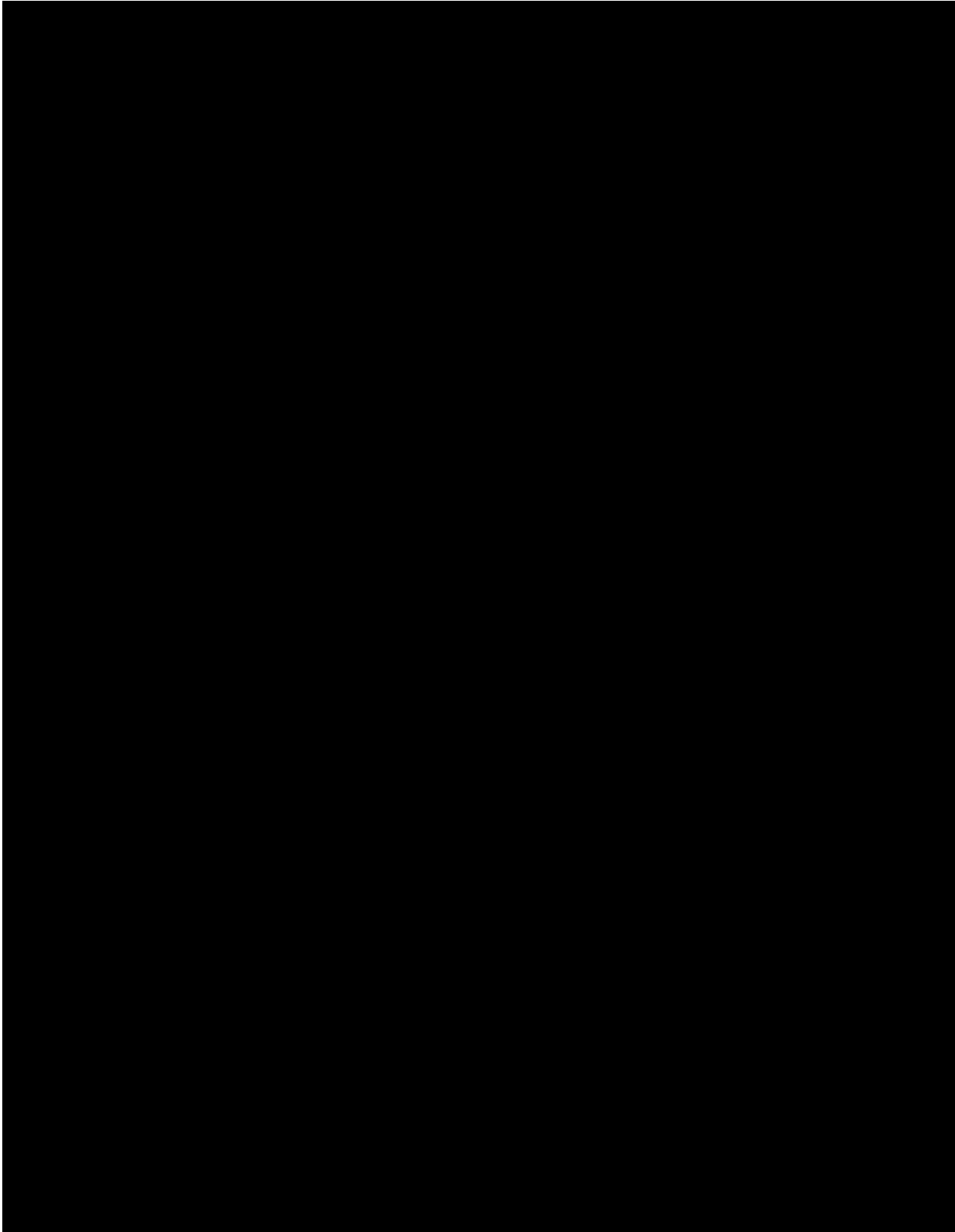
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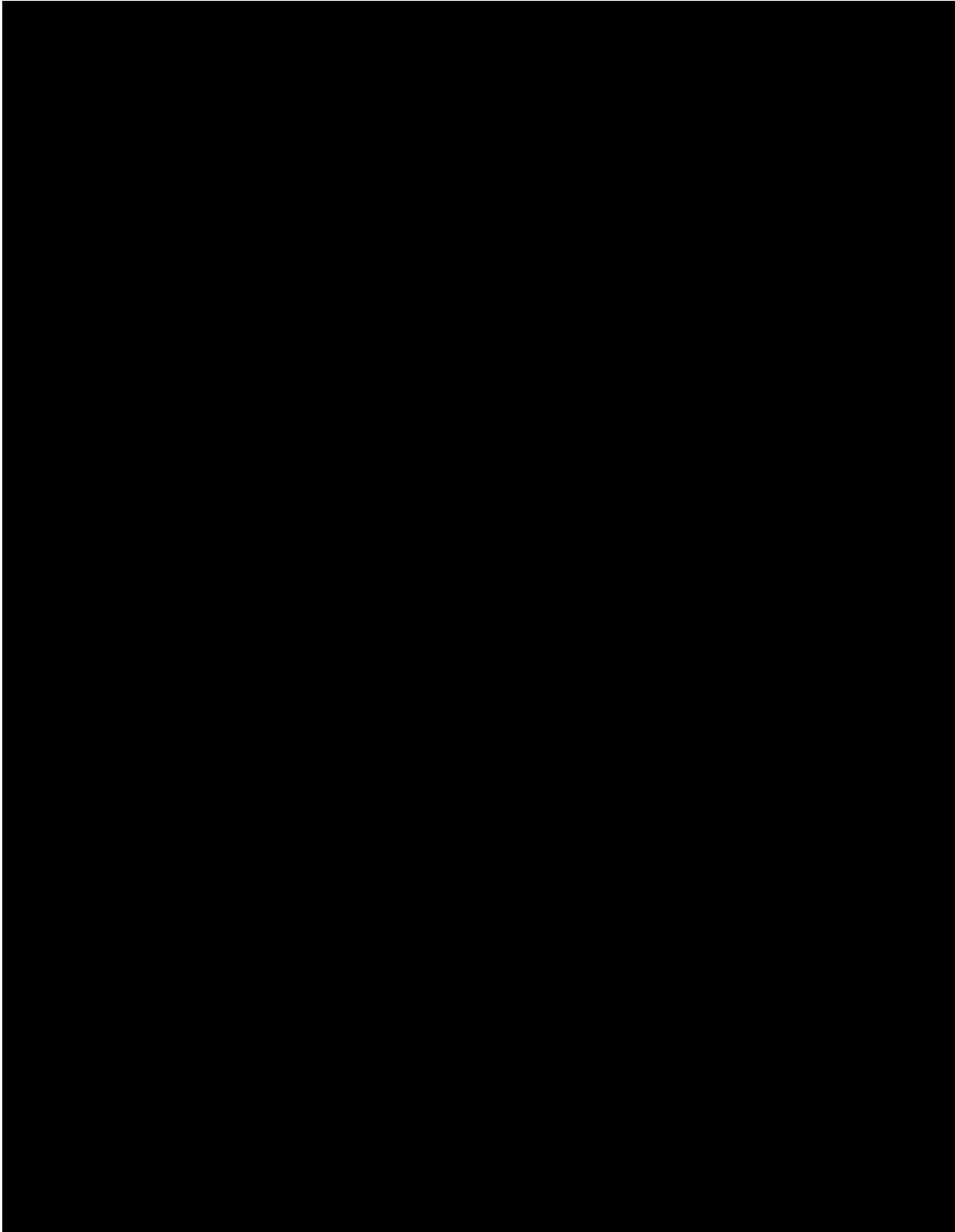
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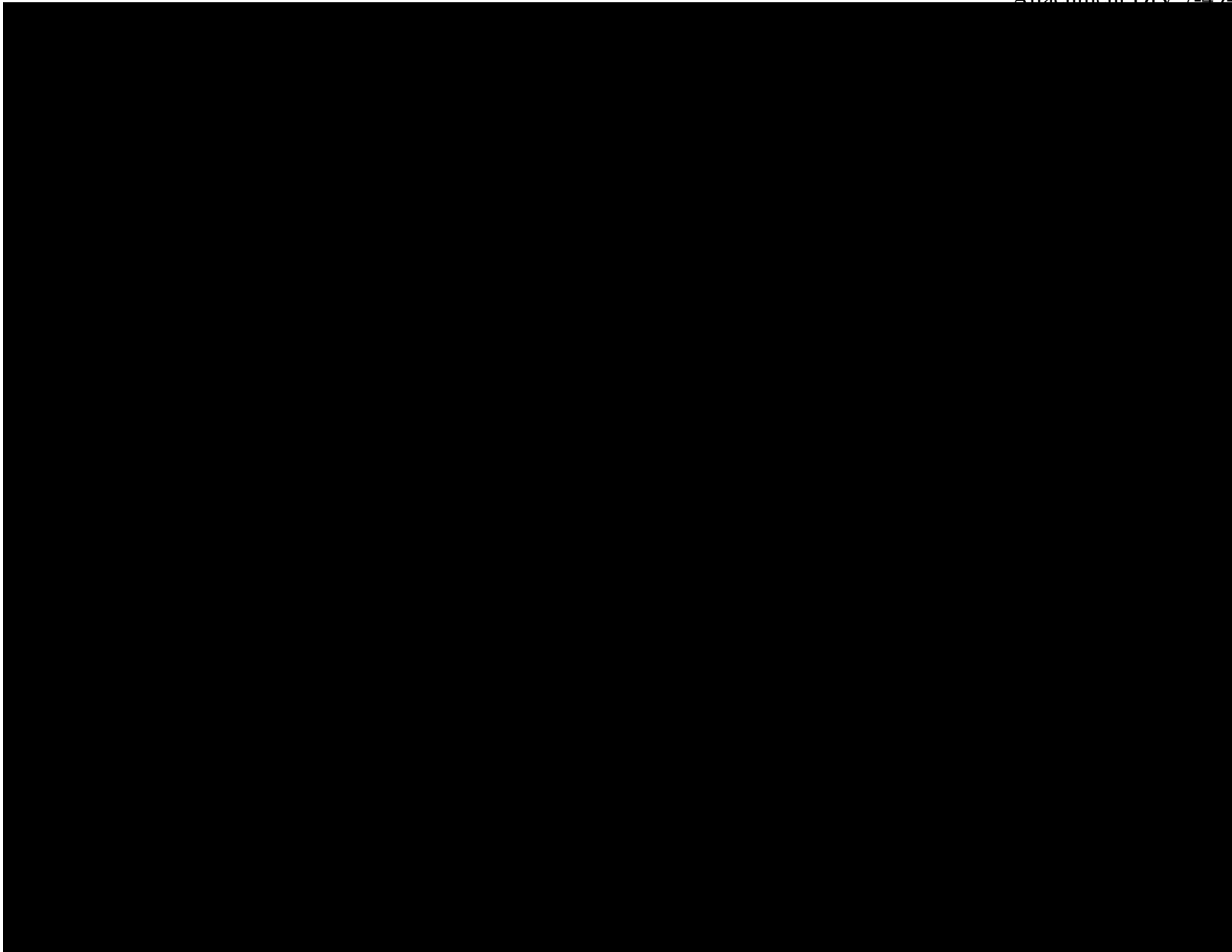
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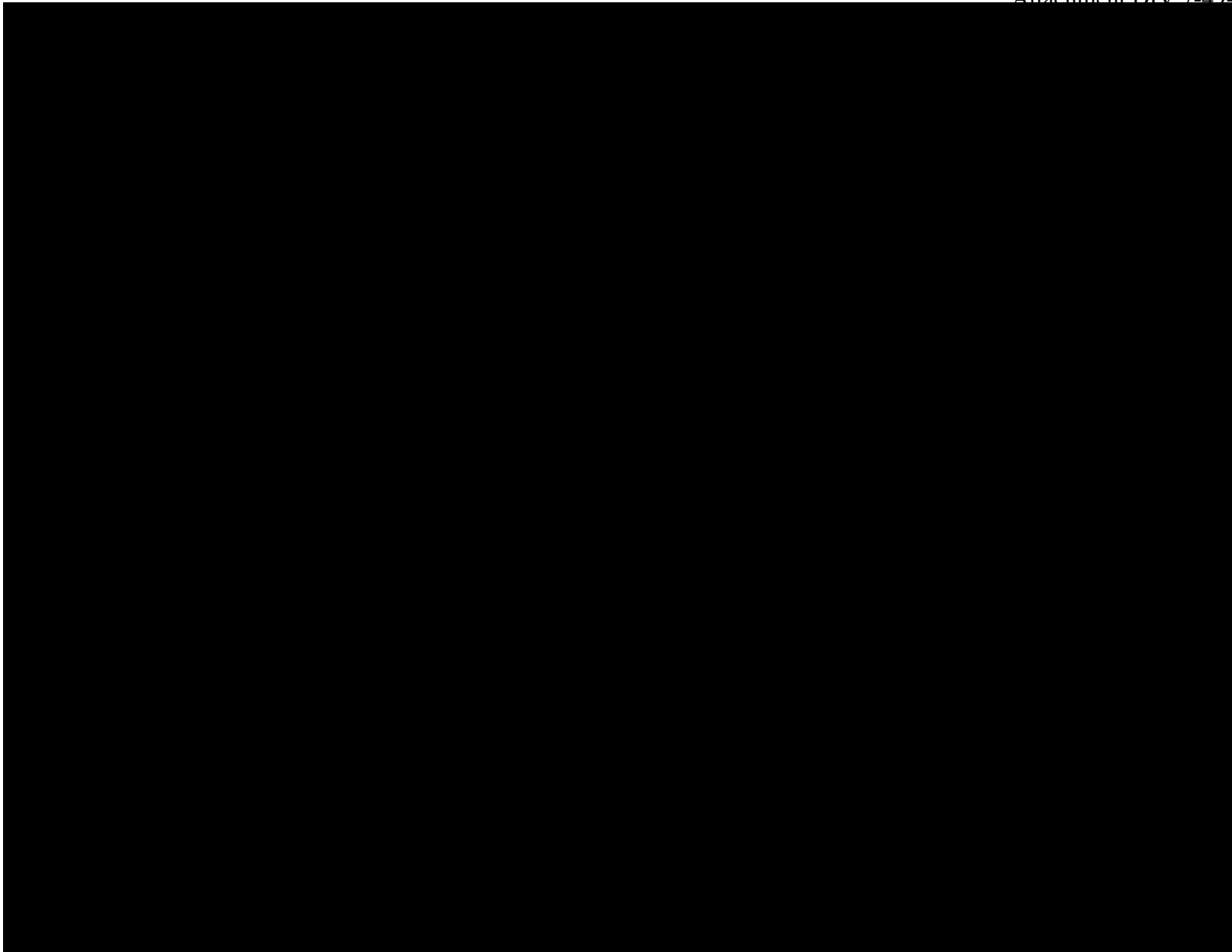
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Boston Gas Company and Colonial Gas Company
each d/b/a National Grid
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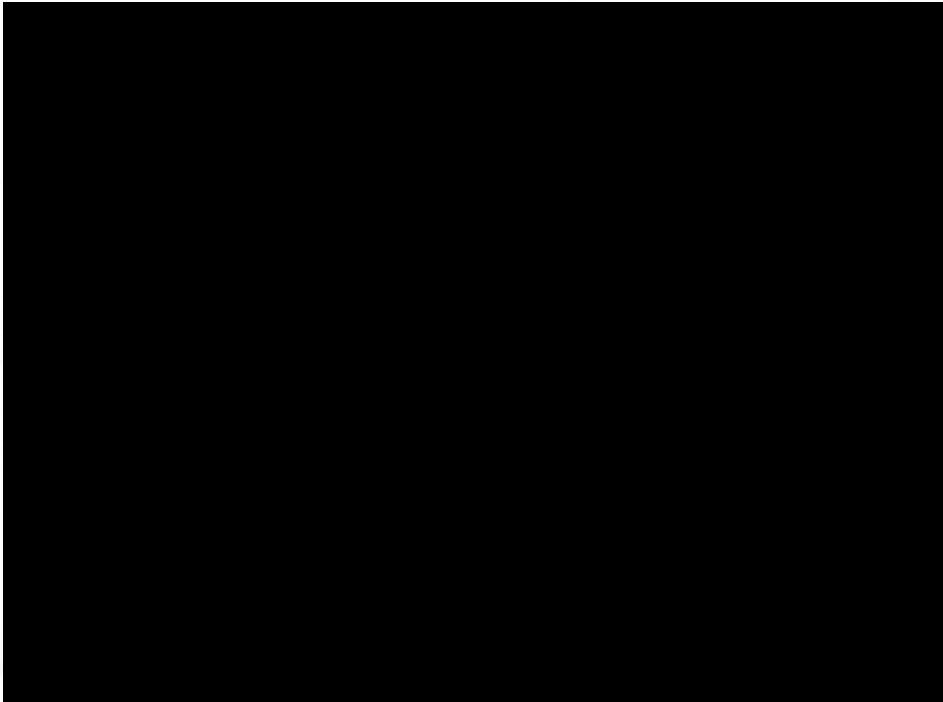
Schedule 1 to Exhibit A-5

Statement of Work

SECTION 1: STATEMENT OF WORK DETAILS



SECTION 2: STATEMENT OF WORK AUTHORIZATION



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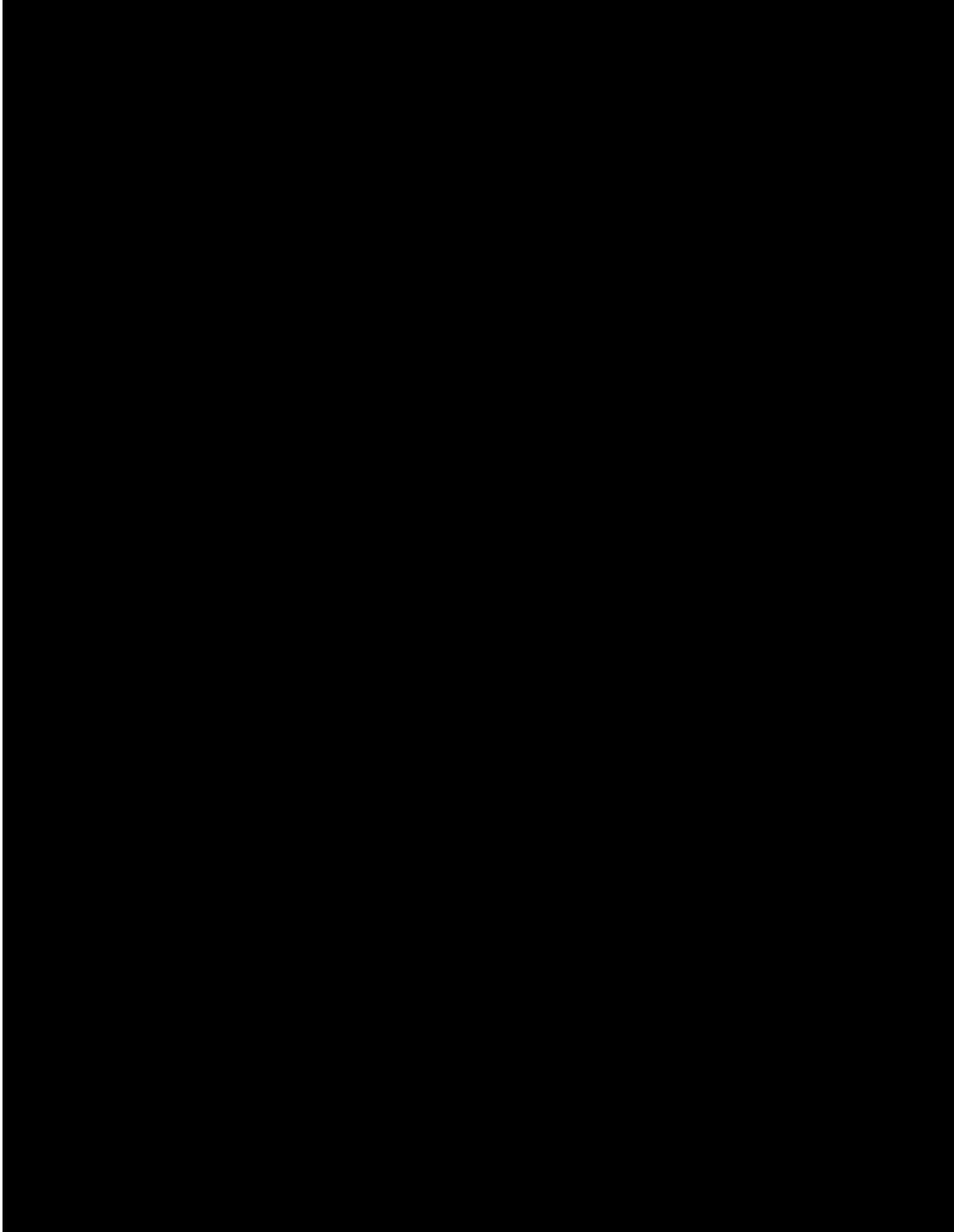
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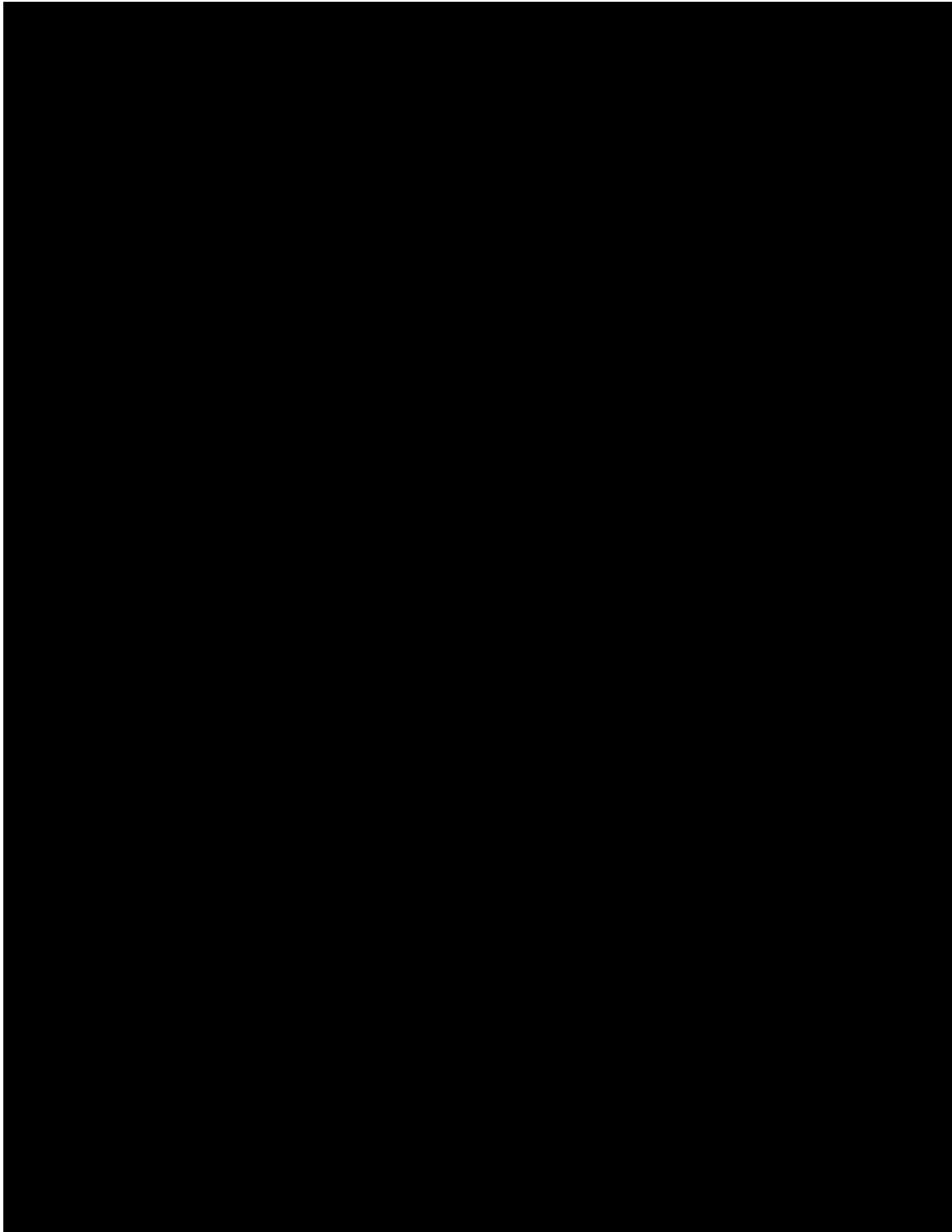
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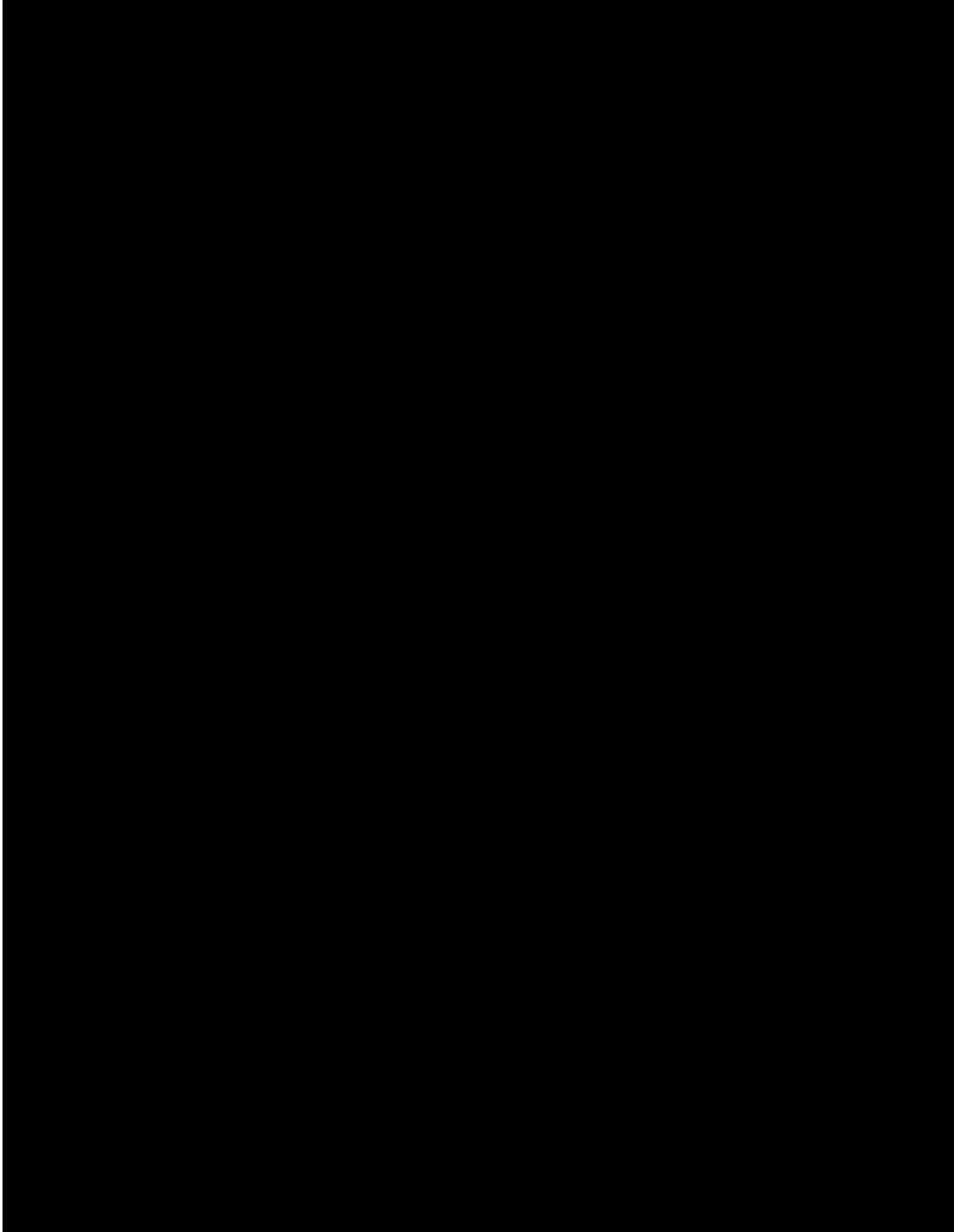
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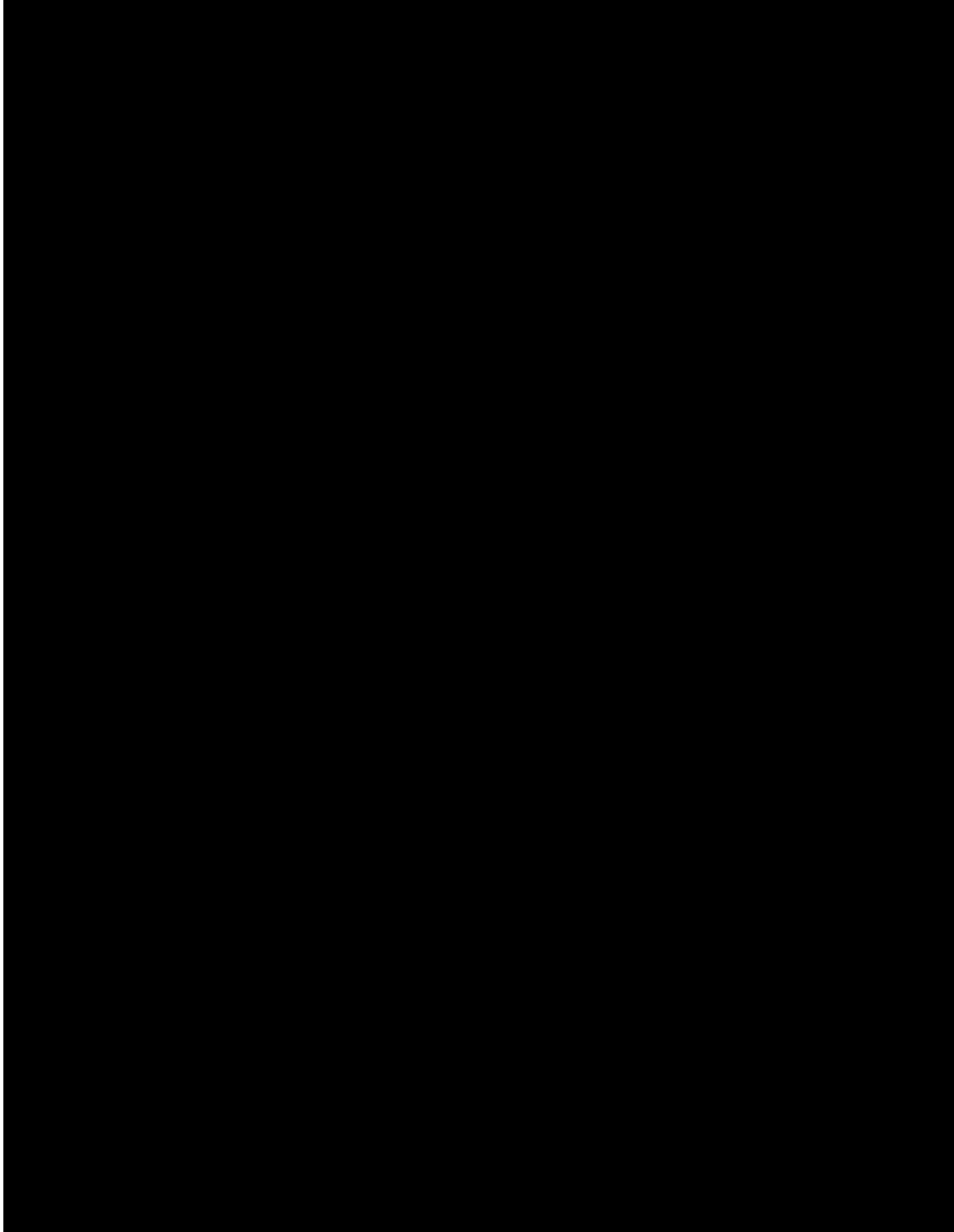
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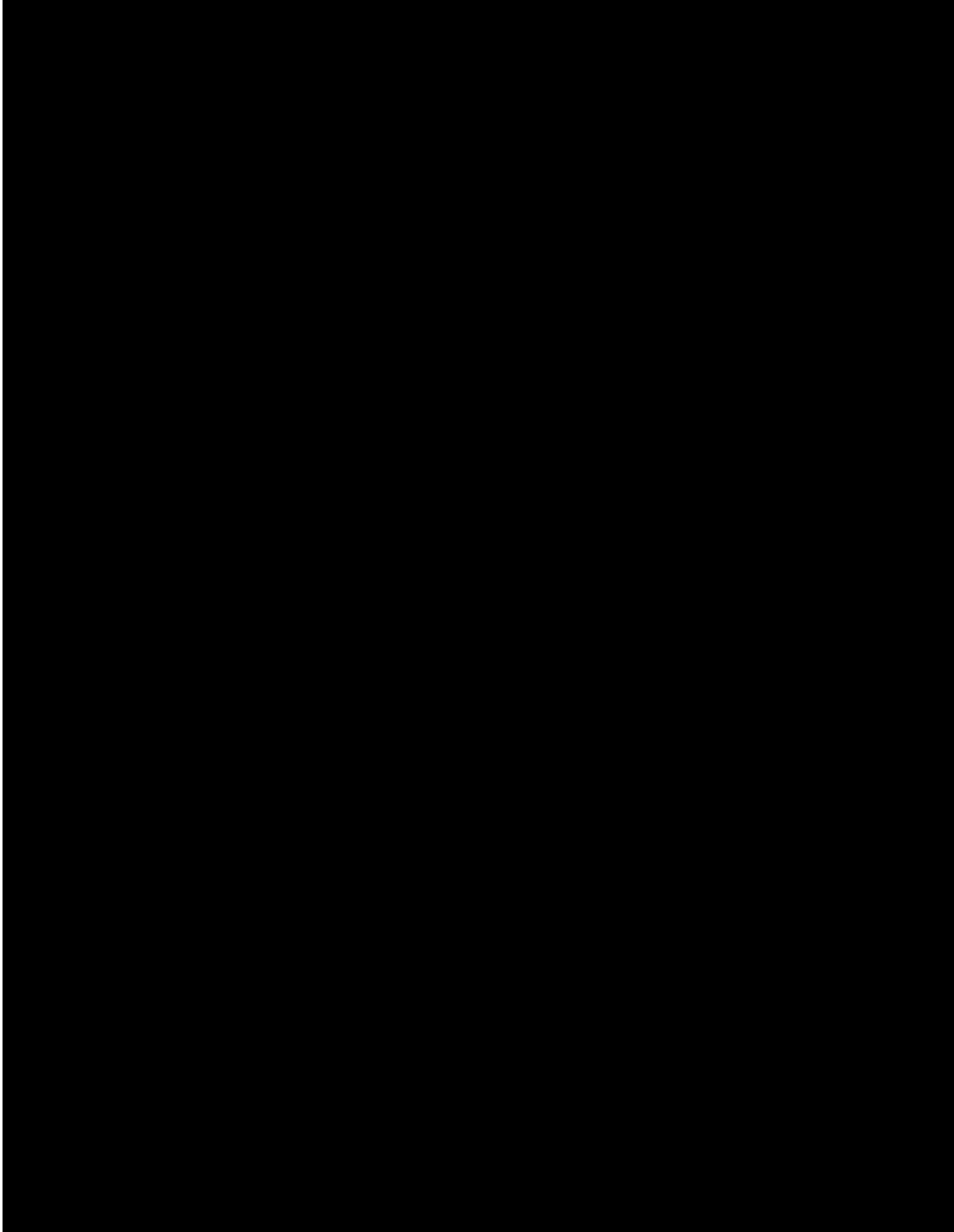
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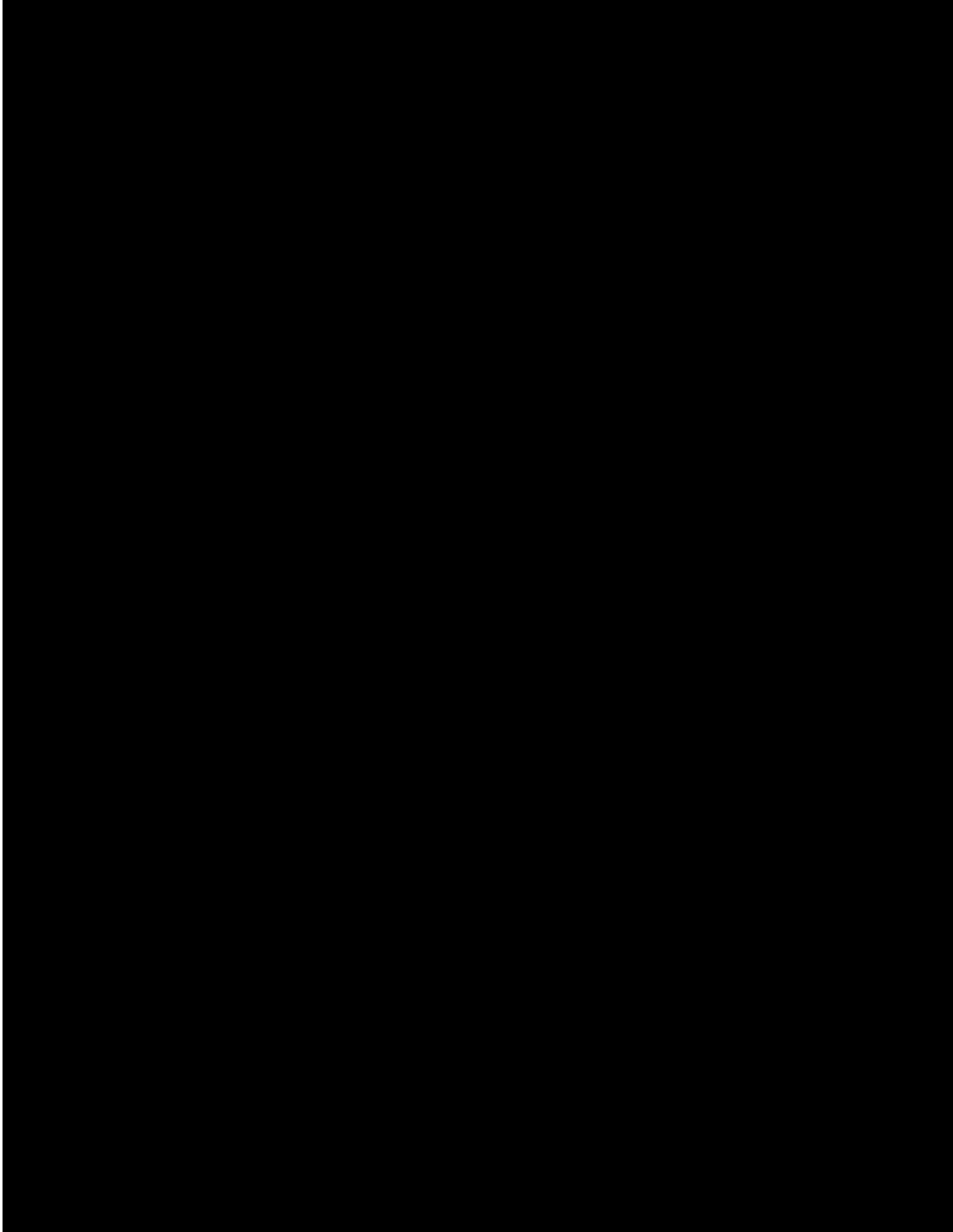
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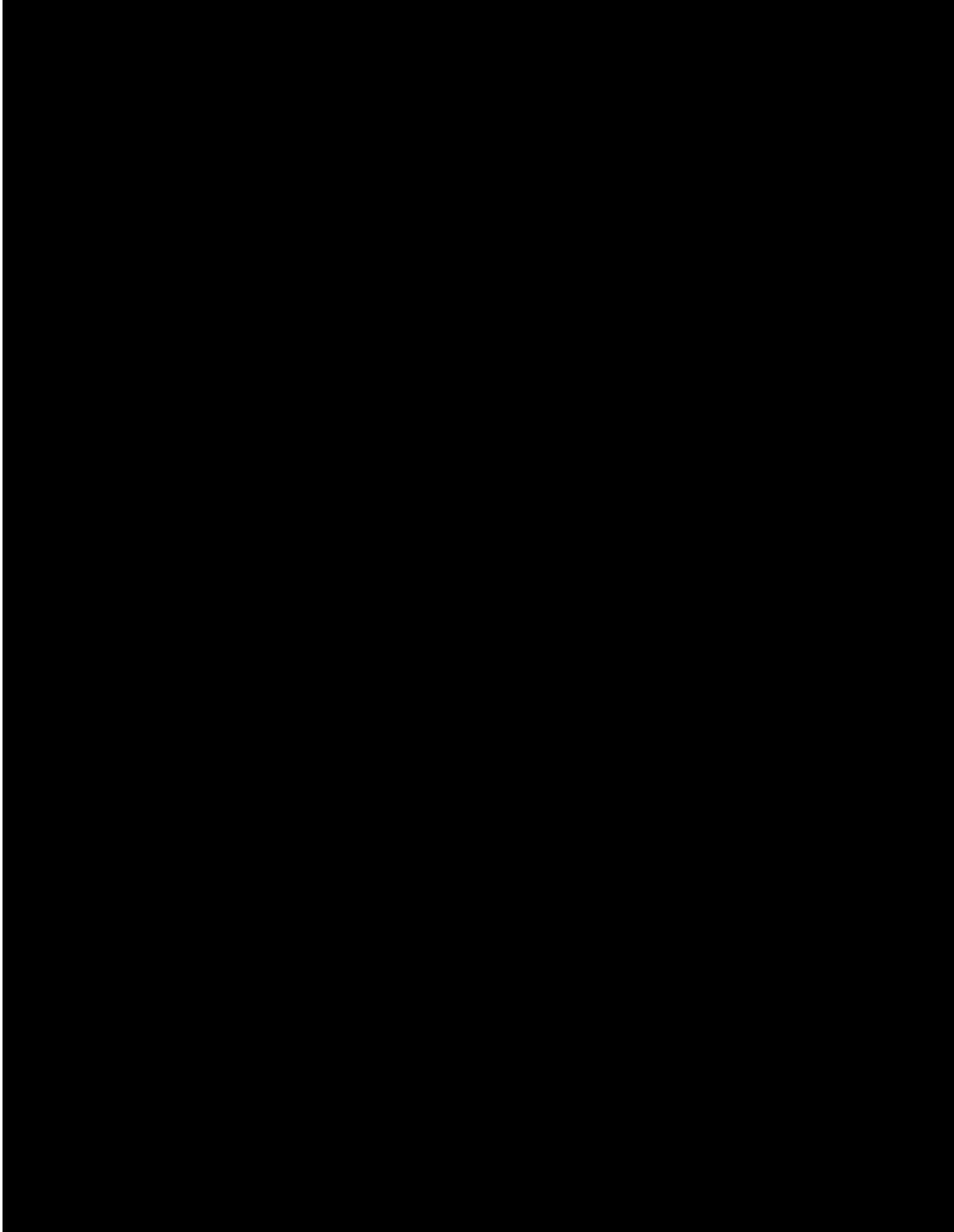
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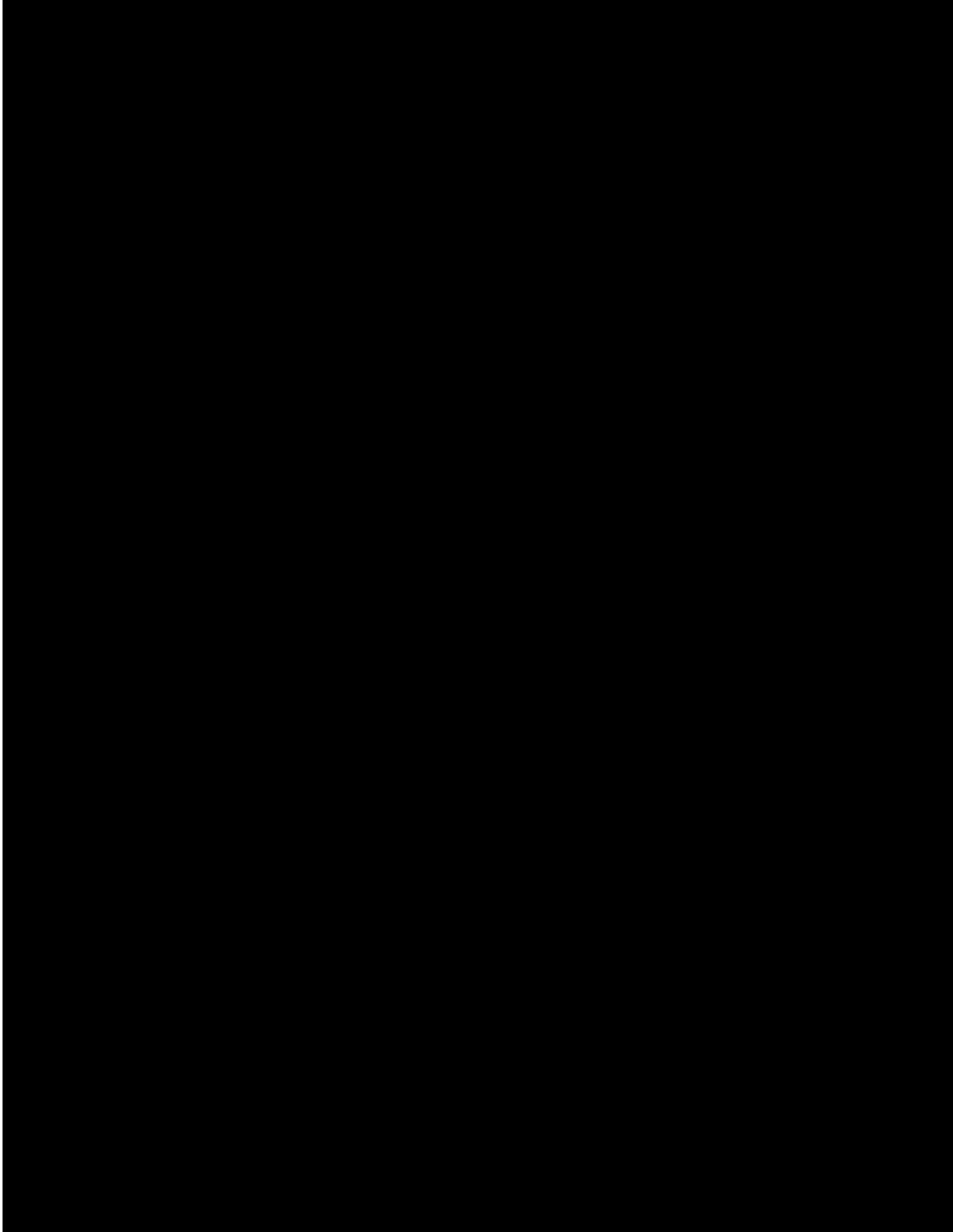
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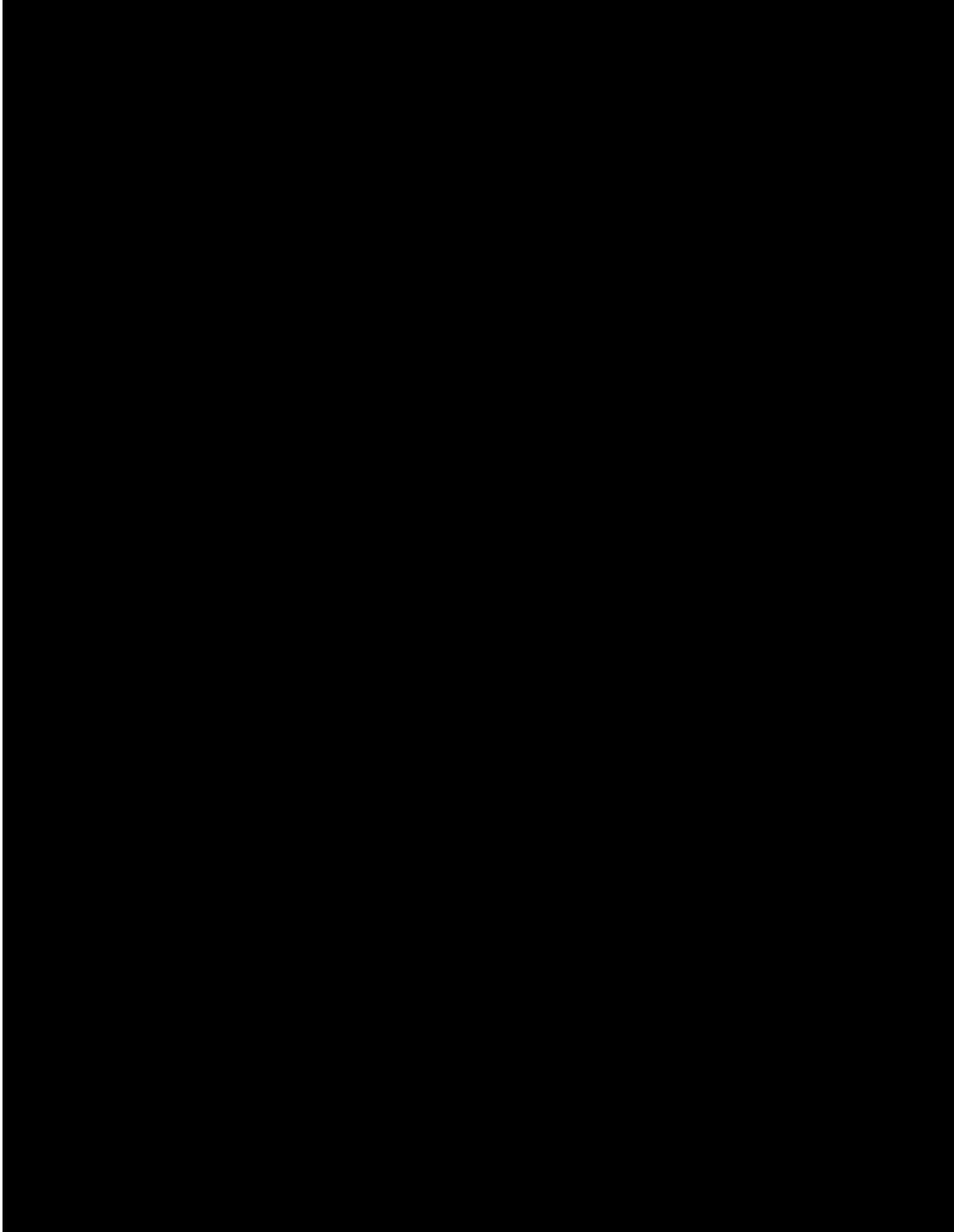
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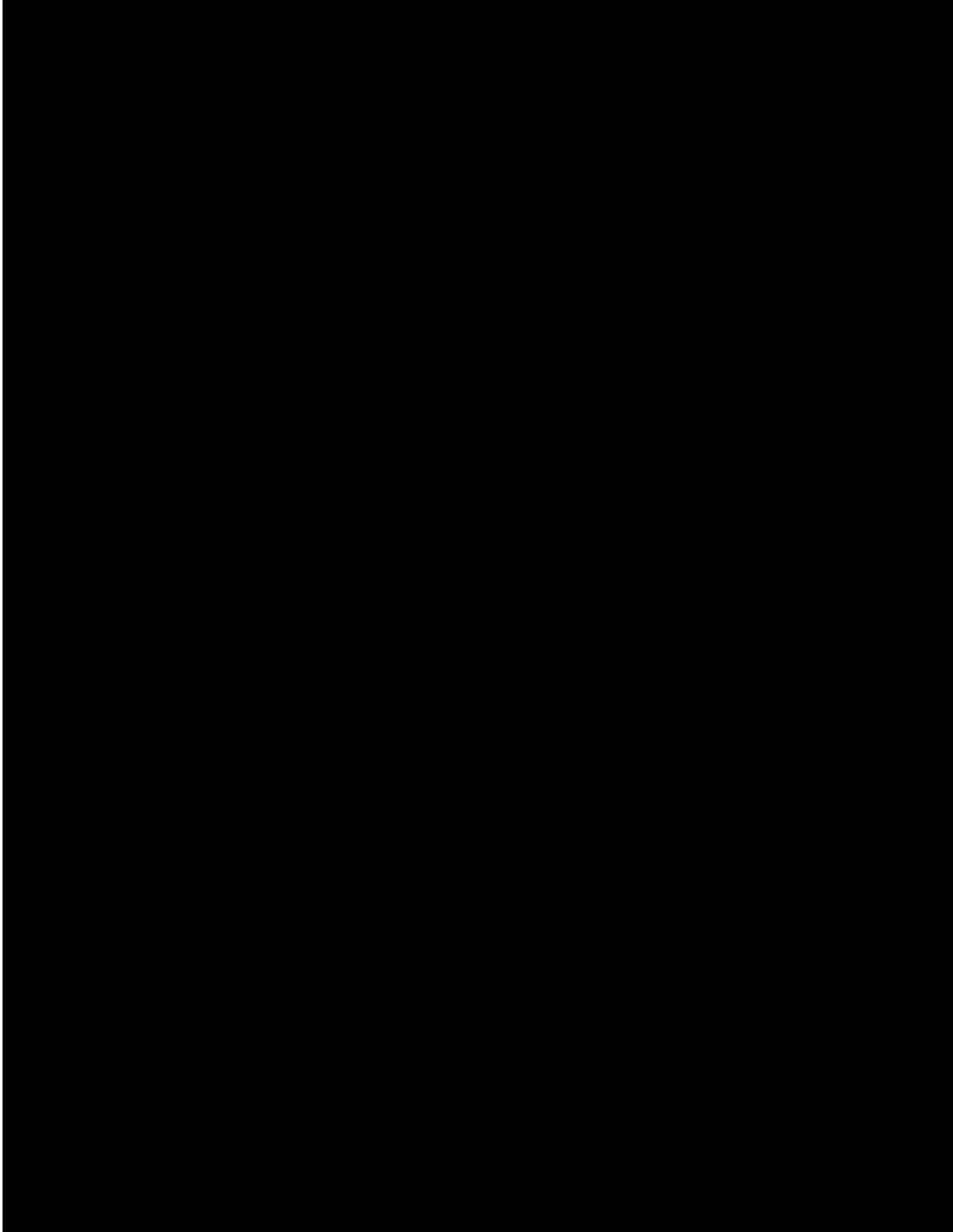
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